

# Public Works and Safety Committee Meeting Agenda Tuesday, November 4, 2025 4:30 PM

Village Hall, 235 Hickory Street, Pewaukee, WI 53072 https://www.youtube.com/live/RYHOe3ubx1E?si=NAMd4IuRHdrXMvrB

- 1. Call to Order
- 2. Approval of Minutes of August 5, 2025, Public Works and Safety Committee Meeting.
- 3. Citizen Comments This is an opportunity for citizens to share their opinions with Committee Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Committee is not able to answer questions or respond to your comments. All comments should be directed to the Committee. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.

### 4. Old Business

- a. Discussion and possible action to resolve storm sewer obstruction at 219 Park Avenue
- b. Discussion regarding 2025 Street & Utility Program.

### 5. New Business

- Discussion and possible action regarding adding a railing on the sidewalk in front of 319
   High Street
- b. Discussion and possible action regarding the 2026 Street & Utility Program.
- c. Discussion and possible action regarding the parking along Simmons Avenue opposite the new Bubbles car wash.
- d. Discussion regarding siting for potential future well 8 versus incorporating water filtration systems at Well 6.
- e. Discussion and possible action regarding Riverwood parcels.

### 6. Adjournment

Note: It is possible that members and/or possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; action will not be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in the notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Posted: October 30, 2025

# VILLAGE OF PEWAUKEE PUBLIC WORKS AND SAFETY COMMITTEE MINUTES AUGUST 5, 2025

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

Member Grabowski called the meeting to order at approximately 5:00 p.m. The Pledge of Allegiance was recited, followed by a moment of silence.

Roll Call was taken with the following Committee members present: Member Ed Hill, Member Mark Grabowski, Member Laurin Miller, Member Kelli Belt, and Member Jim Grabowski.

Members Absent: Patrick Wunsch and Nick Wellenstein.

Also Present: Village Administrator, Matt Heiser; Village Public Works Director, Dave Buechl, and Village Clerk, Jenna Peter.

### 2. Approval of Minutes of Previous Meeting

a. May 13, 2025

Member Hill moved, seconded by Member Miller to approve the May 13, 2025, minutes of the Public Works and Safety Committee meeting as presented.

Motion carried 4-0.

Truste Belt Abstained.

### 3. Citizen Comments

<u>Bob Rohde @ 766 Glacier Rd — Mr.</u> Rohde was speaking on behalf of a few citizens. Tom and Joanne Haasch came to him with concerns about the safety of a sidewalk that has about a one-foot drop down to the street. The residents have suggested installing a safety fence along that area of sidewalk. They have also expressed an interest in paying for the partial cost of the fence.

### 4. Old Business

a. Review, discussion and possible recommendation to the Village Board regarding a WisDoT proposal to extend the concrete median at the railroad crossing on Oakton Ave.

Administrator Heiser explained that the Committee reviewed this situation at the 5/13/25 meeting. At that time, it was recommended to the Village Board that the median extension be removed from the 2025 street project on Capitol Dr. The Village Board reviewed the issue at the 6/3/25 meeting and echoed many of the same concerns. It was ultimately pulled from the project over concerns with altering the traffic pattern. Director Buechl stated that construction has started on Capitol Dr and the traffic pattern can be observed right now.

Member Hill stated the median extension past Clark Street makes sense, but not the other way. Member Grabowski stated he was not opposed to do every measure possible such as installing signs, cameras, a policing the intersection.

Member M. Grabowski moved, seconded by Member Belt to recommend to the Village Board not to extend the medians.

Motion carried 5-0.

### 5. New Business

- a. Review, discussion and possible action regarding the schedule of future meetings.
- J. Grabowski asked for this to be put on the meeting. He believes it is best to schedule a quarterly meeting with the dates set moving forward.

Hill proposed to set all future Public Works & Safety meetings to the first Tuesday of the month for the months of February, May, August, and November.

Member Hill moved, seconded by Member Miller to set the meetings for the Public Works & Safety Committee to the first Tuesday of the months of February, May, August, and November. Motion carried 5-0.

b. Review, discussion and possible recommendation to the Village Board regarding a request for a stop sign at the railroad crossing on Kopmeier Drive.

Heiser explained this topic is on the agenda at the request from a resident. The resident is requesting the installation of a stop sign prior to cars crossing the tracks onto Kopmeier Dr. The resident stated there used to be a three-way stop at that location, but it has since been removed, they are requesting the sign to be reinstalled.

Member Hill moved, seconded by Member M. Grabowski to recommend to the Village Board a request for a stop sign at the railroad crossing on Kopmeier Dr. Motion carried 5-0.

c. Review, discussion and recommendation to the Village Board to hire consultants to prepare Water Supply Service Area Plan per NR 854 to review future sources of drinking water for Village.

Buechl explained that the DNR is making the Village complete several drinking water related construction projects. The water rates charged as part of the water and sewer bills will need to be increased to pay for the projects. These projects will cost over \$15,000,000. The City of Pewaukee is also facing similar issues and has reached out to the Village to consider jointly studying other sources of drinking water.

Member J. Grabowski moved, seconded by Member M. Grabowski to recommend to the Village Board to approve the Strand Associates Water Supply Service Agreement.

Motion carried 5-0.

d. Review, discussion and possible recommendation to the Village Board for the vacation of an approximately 11' x 55' section of Quinlan Drive located on the east side of Quinlan Drive approximately 128' north of the intersection of Quinlan Drive and West Wisconsin Avenue. This 605 sq. ft section of Right-of-Way is owned by the Village of Pewaukee.

Heiser explained that the developer of the Glen would like to develop an outlot. The Village has amended their zoning code in order for this to proceed. The next step is to make the lot bigger in order to be buildable. The Village vacated some of the right of way to make the lot big enough to be developed. It has already been approved by the Plan Commission and the next step is recommendation to the Village Board.

Member Hill moved, seconded by Member M. Grabowski to recommend to the Village Board as presented. Motion carried 5-0.

e. Review, discussion and possible recommendation to the Village Board regarding a request to reserve three street parking spaces by Park Avenue Pizza at 121 Park Avenue.

Heiser explained the Village received a request from the business owners of Park Avenue Pizza to reserve three parking spaces for their business. The spaces immediately in front of their business are frequently used by beach-goers and vehicles to boat trailers who are parked for long periods of time. The Village has allowed this in the past with Beach Bum Bakery who obtains an annual permit to reserve the spaces. The business owners till pay for the parking signs.

Member M. Grabowski moved, seconded by Member Miller to recommend to the Village Board to

approve the three parking stalls with Village Staff approval and to meet ADA requirements. Motion carried 5-0.

f. Review, discussion and possible recommendation to the Village Board for a request of a safety rail to be installed behind the sidewalk at 319 High Street.

Heiser explained the residents living at 140 Ridge Ct. contacted a Village Board member regarding concerns about a drop-off between the sidewalk and road on High St. as the road curves. The residents are requesting a safety rail be installed and are willing to contribute financially. The owner of the property is not asking for the safety rail but has been contacted and is aware.

- J. Grabowski has concerns about if the retaining wall at that location be damaged any further, would the Village be responsible for paying for the repair?
- M. Grabowski stated he would like to have input on the safety rail's final design.

Member Hill moved, seconded by Member Miller to recommend to the staff to get a cost proposal and present to the Committee for a final review.

Motion carried 5-0.

g. Review, discussion and possible recommendation to the Village Board to create a Sidewalk Plan. Buechl stated having the locations of future sidewalk planned out ahead of time has some advantages for DPW Staff. He is recommending starting the process to add layers into the Village GIS system that indicates locations of existing and proposed sidewalk. The proposed sidewalks would have categories of low, medium, and high priority. The sidewalk plan can be referred to in the future for review of right of way permits, new development, redevelopments, street projects and other isolated locations of sidewalk improvements.

Member M. Grabowski moved, seconded by Member Hill to recommend to the Village Board to create a sidewalk plan.

Motion carried 5-0.

### 6. Adjournment

Member Belt moved, seconded by Member Miller, to adjourn the August 5, 2025, Public Works & Safety Committee meeting at approximately 6:02 p.m.

Motion carried 5-0.

Respectfully Submitted,

Jenna Peter Village Clerk





To: Public Works and Safety Committee

CC: Matt Heiser, Village Administrator

From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer

Date: October 29, 2025

Re: Agenda item 4a. Discussion and possible action regarding 219 Park Street storm sewer collapse and

relay pipe and restoration

### **BACKGROUND**

The resident at 219 Park Street contacted the Village DPW Dept about a possible collapsed or clogged storm sewer within a pipe that drains from a manhole in Park Street and discharges into the lake at the shoreline. The resident took a video showing runoff bubbling up through the joints in his concrete driveway about 15 feet from the waters edge. The end of the storm sewer outfall is located below the water surface of Pewaukee Lake. A property survey is attached but no easement was located for the Village storm sewer pipe.

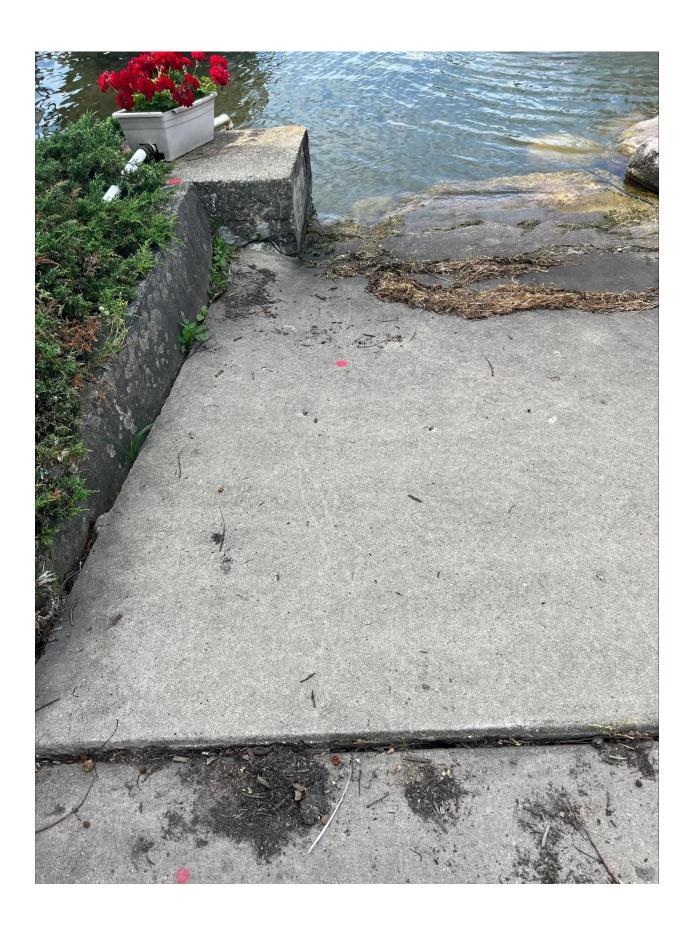
Last fall, the DPW staff used a jetter on two occasions for a few hours each time and attempted to jet out any debris that could be blocking the pipe. Some debris was removed but the obstruction was not removed. A pipe televising camera was also attempted to better view the obstruction and it was determined to be a pipe collapse. The pipe needs to be relayed. The lot owner at 219 Park Street was contacted to coordinate access and easement.

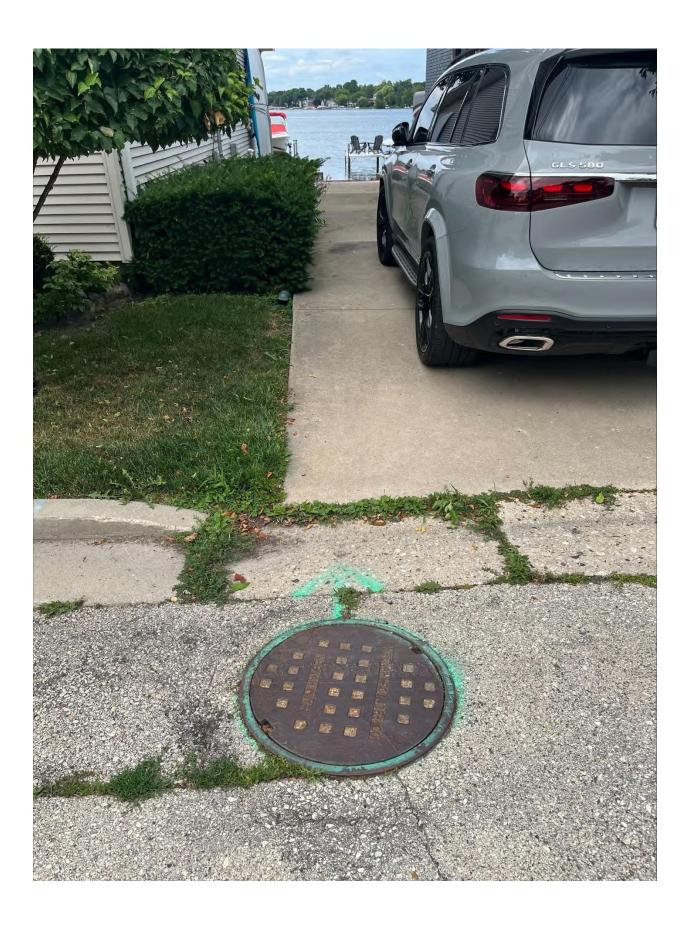
A draft version easement has been created and emailed to both the property owner at 219 Park Avenue and 227 Park Avenue on October 15, 2025. No response has been received from either property owner. The property owners are both concerned with restoration. The current design includes cutting back the pipe approximately 10 to 15 feet to the collapse and relaying pipe and restoring with concrete.

### **ACTION REQUESTED**

None

Attachments







**Document Number** 

# PERMANENT STORM SEWER EASEMENT AND AGREEMENT

This easement and agreement	is made and entered into this
day of	, 2025 by and between JAMIE L
FOX REVOCABLE TRUST U/A	$\sqrt{D}$ 8/12/12, who are the owners of
the property located at 219 Park A	Avenue, Pewaukee, WI 53072 and
having Tax Key No. PWV 08992	10, hereinafter referred to as
"Owners", and the Village of Pew	vaukee, a Wisconsin municipal
corporation, hereinafter referred to	o as "Village".

WHEREAS, there is currently an undocumented public storm sewer line which passes beneath Grantor's property which discharges storm water to Pewaukee Lake; and

WHEREAS, the Village has maintained said storm sewer; and

WHEREAS, the parties are desirous of confirming their respective rights and obligations as to the location of the storm sewer for purposes of construction, operation, use, maintenance, repair, and reconstruction of the storm sewer and its appurtenances; and **RETURN TO:** 

Village of Pewaukee 235 Hickory St. Pewaukee, WI 53072

PWV 0899210 (Parcel Identification Number)

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby consent, covenant and agree as follows:

- 1. The Owner does hereby convey a permanent non-exclusive easement for the construction, operation, use, maintenance and repair including reconstruction of a storm sewer and appurtenances in all that part of the Owner's Property as described and set forth set forth in Exhibit "A" which is attached hereto and incorporated herein as though fully set forth.
- 2. It is an expressed condition of the granting of this easement that the surface or sub-surface of the soil as may be disturbed in the construction, operation, use and repair (including reconstruction) of such storm sewer and appurtenances will, at the expense of the Village, be replaced in substantially the same condition and the acceptance of this easement by the Village and the installation, construction, or reconstruction of such storm sewer and appurtenances shall constitute an express acceptance by the Village of this condition to the granting of this easement.
- 3. Owner consents to the entry by the employees, workmen, agents or independent contractors of Village for the incidental activities to the construction, operation, use, maintenance and repair (including reconstruction) of such storm sewer and appurtenances, but reserve to themselves the right to make such use of the land included in said easement, subject to the ordinances of the Village of Pewaukee and the Statutes of the State of Wisconsin as will not disturb or interfere with such storm sewer and appurtenances or prevent ingress and egress thereto for the purpose of construction, operation, use, maintenance and repair (including reconstruction thereof). The surface elevation of the land within the easement area shall not be raised or lowered by Owner by more than four (4) inches without the prior approval of the Village Engineer.
- 4. Owner agrees that the Village and/or their agent(s) are entitled, at any time, to enter the easement area so as to use, maintain, repair or reconstruct the storm sewer and appurtenances located in the easement area.

- 5. a. Owner agrees that the Village's responsibility is to return the property area to a condition consisting of being rough graded to within +/- 3-inches of prior grade. Owner expressly agrees that the Village shall not repair, replace or compensate Owner for the removal/destruction of any improvements placed within the easement area and that the removal of the moved, damaged or destructed improvements shall be the sole responsibility of the Owner. Notwithstanding the foregoing, repair, replacement or restoration of any driveway improvement removed or destroyed during work undertaken by the Village pursuant to this easement shall be the responsibility of the Village. The Village shall only be obligated to repair, replace, or restore any removed or destroyed driveway improvement to substantially the same condition as existed prior to such work being undertaken, as determined in the Village's sole reasonable discretion. The acceptance of this easement by the Village and the installation, construction, or reconstruction of such storm sewer and appurtenances shall constitute an express acceptance by the Village of this condition to the granting of this easement.
- b. Moreover, the parties acknowledge the substandard size of said easement area and the close proximity to existing improvements, structures, and their appurtenances. The Village shall utilize reasonable industry standard methods for any work undertaken pursuant to the rights afforded in this easement. Given the foregoing, the Village shall not be responsible for damage to or the repair or replacement of any improvements, structures, or their appurtenances located outside of the easement area unless such damage is caused by a willful act or omission of the Village or its agents.
- 6. The parties acknowledge that the Village is obtaining these easement rights in an arm's length transaction and that this Easement shall not be considered as an exercise by the Village of its eminent domain rights under applicable Wisconsin law.
- 7. The Owner hereby warrants they have the legal right to the lands which are subject to this easement and that they have lawful authority to grant this easement. Further, Owners shall defend the Village of Pewaukee in its exercise of rights under the easement herein granted against any defect in title to the land involves or the right of the Owners to make the grant herein contained.
- 8. This easement and agreement, upon its acceptance by the Village, shall run with the land and be binding upon and inure to the benefit of the parties, their representative heirs, successors and assigns and all future owners or those holding interests in this property, their representative, heirs, successors and assigns.

This easement and agreement, upon its acceptance by the Village, shall be binding upon and inure to the benefit of both parties hereto, their representative heirs, successors and assigns.

[Insert Name], as Trustee of JAMIE I TRUST U/A/D 8/12/12	L. FOX REVOCABLE	
STATE OF WISCONSIN ) OF WAUKESHA )		
Personally came before me, this	day of	, 2025, the above named
		g instrument and acknowledged same.
Notary Public, Waukesha County, Wa	isconsin	

My commission expires:

IN WITNESS WHEREOF, the Owners have executed this indenture the day and year first above written.

# **CONSENT OF MORTGAGEE**

[insert name of mortgagee], mortgagee of the land of the Owner described in the above easement, hereby consents to the Owner granting said easement.

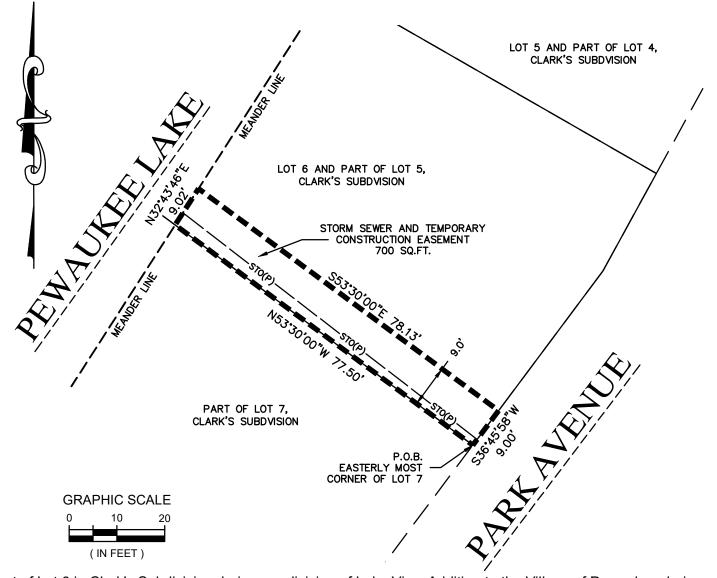
	By:			
	Print Name/Title			
STATE OF WISCONS	)SS.			
		day of nown to be the person w	ho executed the for	, the above named regoing instrument and
acknowledge the same  Notary Public, State of				
My Commission expir				

# Accepted pursuant to the authority of the Village Board, Jeff Knutson, Village President Jenna Peter, Village Clerk

This document was drafted by: Attorney Matthew R. Gralinski P.O. Box 766 Waukesha, WI 53187-0766 Phone: (262) 549-8181

# **EASEMENT EXHIBIT**

### STORM SEWER & TEMPORARY CONSTRUCTION



Part of Lot 6 in Clark's Subdivision, being a redivision of Lake View Addition to the Village of Pewaukee, being part of the Southeast 1/4 of Section 8 and the Southwest 1/4 of Section 9, Township 7 North, Range 19 East, in the Village of Pewaukee, Waukesha County, Wisconsin, bounded as follows:

Beginning at the Easterly most corner of Lot 7 of said Clark's Subdivision; thence North 53°30'00" West along the Northeasterly line of said Lot 7, a distance of 77.50 feet to a point on a meander line of Pewaukee Lake; thence North 32°43'46" East along said meander line 9.02 feet to a point; thence South 53°30'00" East 78.13 feet to a point on the Northwest line of Park Avenue; thence South 36°45'58" West along said Northwest line 9.00 feet to the point of beginning.

Said lands containing 700 square feet or 0.0161 acres.

Together with lands lying between the ordinary high water mark of Pewuakee Lake and the afore mentioned meander line.

Prepared for Village of Pewaukee September 19, 2025 Drawing No: 169890-KAC



16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com

SHEET 1 OF 1

**Document Number** 

# PERMANENT STORM SEWER EASEMENT AND AGREEMENT

This easement and agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025 by and between THE STEVEN J. AND MARY L. HOOK JOINT REVOCABLE TRUST DATED DECEMBER 21, 2015, who are the owners of the property located at 227 Park Avenue, Pewaukee, WI 53072 and having Tax Key No. PWV 0899211, hereinafter referred to as "Owners", and the Village of Pewaukee, a Wisconsin municipal corporation, hereinafter referred to as "Village".

WHEREAS, there is currently an undocumented public storm sewer line which passes beneath Grantor's property which discharges storm water to Pewaukee Lake; and

WHEREAS, the Village has maintained said storm sewer; and

WHEREAS, the parties are desirous of confirming their respective rights and obligations as to the location of the storm sewer for purposes of construction, operation, use, maintenance, repair, and reconstruction of the storm sewer and its appurtenances; and **RETURN TO:** 

Village of Pewaukee 235 Hickory St. Pewaukee, WI 53072

PWV 0899211 (Parcel Identification Number)

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby consent, covenant and agree as follows:

- 1. The Owner does hereby convey a permanent non-exclusive easement for the construction, operation, use, maintenance and repair including reconstruction of a storm sewer and appurtenances in all that part of the Owner's Real Property as described and set forth set forth in Exhibit "A" which is attached hereto and incorporated herein as though fully set forth ("the easement area").
- 2. It is an expressed condition of the granting of this easement that the surface or sub-surface of the soil as may be disturbed in the construction, operation, use and repair (including reconstruction) of such storm sewer and appurtenances will, at the expense of the Village, be replaced in substantially the same condition and the acceptance of this easement by the Village and the installation, construction, or reconstruction of such storm sewer and appurtenances shall constitute an express acceptance by the Village of this condition to the granting of this easement.
- 3. Owner consents to the entry by the employees, workmen, agents or independent contractors of Village for the incidental activities to the construction, operation, use, maintenance and repair (including reconstruction) of such storm sewer and appurtenances, but reserve to themselves the right to make such use of the land included in said easement, subject to the ordinances of the Village of Pewaukee and the Statutes of the State of Wisconsin as will not disturb or interfere with such storm sewer and appurtenances or prevent ingress and egress thereto for the purpose of construction, operation, use, maintenance and repair (including reconstruction thereof). The surface elevation of the land within the easement area shall not be raised or lowered by Owner by more than four (4) inches without the prior approval of the Village Engineer.

- 4. Owner agrees that the Village and/or their agent(s) are entitled, at any time, to enter the easement area so as to use, maintain, repair or reconstruct the storm sewer and appurtenances located in the easement area.
  - 5. a. Owner agrees that the Village's responsibility is to return the property area to a condition consisting of being rough graded to within +/- 3-inches of prior grade, topsoil and with seed and mulch placed in the easement area; Owner expressly agrees that the Village shall not repair, replace or compensate Owner for the removal/destruction of any improvements placed within the easement area, and that the removal of the moved, damaged or destructed improvements shall be the sole responsibility of the Owner.
  - b. Moreover, the parties acknowledge the substandard size of said easement area and the close proximity to existing improvements, structures, and their appurtenances. The Village shall utilize reasonable industry standard methods for any work undertaken pursuant to the rights afforded in this easement. Given the foregoing, the Village shall not be responsible for damage to or the repair or replacement of any improvements, structures, or their appurtenances located outside of the easement area unless such damage is caused by a willful act or omission of the Village or its agents.
- 6. The parties acknowledge that the Village is obtaining these easement rights in an arm's length transaction and that this Easement shall not be considered as an exercise by the Village of its eminent domain rights under applicable Wisconsin law.
- 7. The Owner hereby warrants they have the legal right to the lands which are subject to this easement and that they have lawful authority to grant this easement. Further, Owners shall defend the Village of Pewaukee in its exercise of rights under the easement herein granted against any defect in title to the land involves or the right of the Owners to make the grant herein contained.
- 8. This easement and agreement, upon its acceptance by the Village, shall run with the land and be binding upon and inure to the benefit of the parties, their representative heirs, successors and assigns and all future owners or those holding interests in this property, their representative, heirs, successors and assigns.

This easement and agreement, upon its acceptance by the Village, shall be binding upon and inure to the benefit of both parties hereto, their representative heirs, successors and assigns.

IN WITNESS WHEREOF, the Owners have executed this ind	lenture the day and year first above written.
Mary L. Hook, as Trustee of THE STEVEN J. AND MARY L. HOOK JOINT REVOCABLE TRUST DATED DECEMBER 21, 2015	
Steven J. Hook, as Trustee of THE STEVEN J. AND MARY L. HOOK JOINT REVOCABLE TRUST DATED DECEMBER 21, 2015	
STATE OF WISCONSIN )	
Personally came before me, this day of	, 2025, the above named Mary L.
Hook and Steven J. Hook to me known to be the persons who acknowledged same.	executed the foregoing instrument and
Notary Public, Waukesha County, Wisconsin  My commission expires:	

## **CONSENT OF MORTGAGEE**

[insert name of mortgagee], mortgagee of the land of the Owner described in the above easement, hereby consents to the Owner granting said easement.

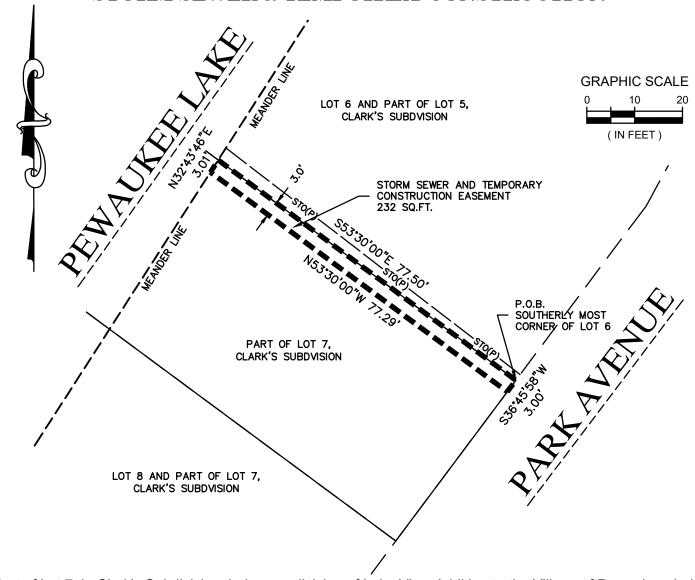
	By:
	Print Name/Title
STATE OF WISCONS ) WAUKESHA COUNT	oss.
• 	Fore me this day of 2025, the above named, to me known to be the person who executed the foregoing instrument and
acknowledge the same.	
Notary Public, State of My Commission expire	

# Accepted pursuant to the authority of the Village Board, Jeff Knutson, Village President Jenna Peter, Village Clerk

This document was drafted by: Attorney Matthew R. Gralinski P.O. Box 766 Waukesha, WI 53187-0766 Phone: (262) 549-8181

# **EASEMENT EXHIBIT**

### STORM SEWER & TEMPORARY CONSTRUCTION



Part of Lot 7, in Clark's Subdivision, being a redivision of Lake View Addition to the Village of Pewaukee, being part of the Southeast 1/4 of Section 8 and the Southwest 1/4 of Section 9, Township 7 North, Range 19 East, in the Village of Pewaukee, Waukesha County, Wisconsin, bounded as follows:

Beginning at Southerly most corner of Lot 6 of said Clark's Subdivision; thence South 36°45'58" West along the Northwest line of Park Avenue 3.00 feet to a point; thence North 53°30'00" West 77.29 feet to a point on a meander line of Pewaukee Lake; thence North 32°43'46" East along said Meander line 3.01 feet to a point; thence South 53°30'00" East along the Southwest line of said Lot 6, a distance of 77.50 feet to the point of beginning.

Said lands containing 232 square feet or 0.0053 acres.

Together with lands lying between the ordinary high water mark of Pewaukee Lake and the afore mentioned meander line.

Prepared for: Village of Pewaukee

Date: September 19, 2025 Drawing No: 169890-KAC

S:\5169890\dwg\ 169890 EX11.dwg \ LOT 7



16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000

rasmith.com

SHEET 1 OF 1





To: Public Works and Safety CommitteeCC: Matt Heiser, Village Administrator

From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer

Date: October 29, 2025

Re: Agenda item 4b. Discussion regarding the 2025 Road and Utility Improvements

### **BACKGROUND**

The 2025 Street and Utility Improvements construction project is being finished up. The project included repaving of W. Wisconsin Avenue from Burroughs Drive to High Street, and Capitol Drive from the railroad right of way to STH 16. Punch list items are still being completed.

### ANALYSIS

None

### Recommendation

No recommendation is provided at this time.





To: Public Works and Safety Committee

CC: Matt Heiser, Village Administrator

From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer

Date: October 29, 2025

Re: Agenda item 5a. Discussion and possible action regarding the installation of safety fence at 319

High Street

### **BACKGROUND**

This is a follow up to the meeting discussion on August 5, 2025. A resident at 140 Ridge Court contacted a Village Board member regarding a safety concern being a drop off between the sidewalk and the road on High Street in front of 319 High Street. The owners at 319 High Street were contacted and wanted to know who will pay for the fence. The resident at 140 Ridge Court has donated funds for the fence.

### **ANALYISS**

On October 21, 2025, Jay Bickler, Matt Heiser and I met with a fence contractor. The contractor said he will prepare a quote. The fence will need to be attached to the concrete sidewalk. The contractor said he isn't interested in providing a quote with concrete footings adjoining the sidewalk and the cost will be much higher. In addition, the concrete retaining wall has failed at the curve in the street. He also said an aluminum railing fence would be much more expensive. He recommends metal tubing fence be screwed into the concrete sidewalk.

As of October 29, 2025, the quote has not been received.

### Recommendation

Per the International building code, the standard to install a guardrail is having a retaining wall with a 30-inch or more drop within 36 inches of a walking surface. No recommendation is provided at this time.



0 50 100 ft Scale: 1 in. = 159 ft.

1: 1918

DISCLAIMER: The Village of Pewaukee does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

Village of Pewaukee 235 Hickory Street Pewaukee, WI 53072 262-691-5660 Notes

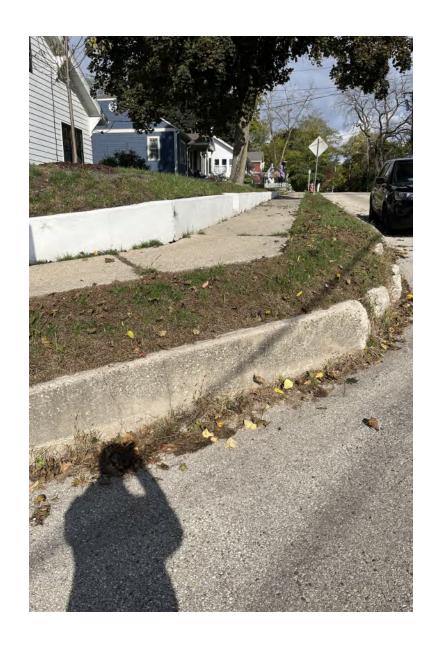


0 10 20 ft Scale: 1 in. = 34 ft.

1: 414

DISCLAIMER: The Village of Pewaukee does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

Village of Pewaukee 235 Hickory Street Pewaukee, WI 53072 262-691-5660 Notes





LEAD SOURCES	SHOWROOM _YES _NO HOURS 1M #	
	AGREEMENT START JOB ORDER NO.	
	10549 W. FOREST HOME AVENUE 6-10 Weeks HALES CORNERS, WI 53130	
Windows, Doors and More!	414-384-7500 INSTALL ANYTIMEYES www.allisind.com DISPOSE OF OLD PRODUCTY	NO (ES_N
ADDRESS 319 Hay St.	PHONE-DAY 414-254	773
	S3072 EVENING	1 00
This agreement made and entered into this		y and
between ALLIS INDUSTRIES, INC. for the purpose of converge	enience, hereinafter referred to as the Contractor, and for the purpose of convenience, hereinafter referred to as the Purchaser.	
Provide and install re Color Rigar	ew pipe railing	
Series 5 sipe rail	2 1: ne	
Fifton total feet i Side Walk	plus bend to follow	
Six total posts		
4-9°		
	3% Fee for credit co	_
	TOTAL SUM: # 4,259	200
	1/2 DEPOSIT:	200
Quote is usig to 1301 b	2945 1/2 BALANCE ON COMPLETION:	
RIGHT TO CANCEL: You may cancel this agreement by mail the third business day after you signed this agreement. If you adding your name and address.	illing a written notice to ALLIS INDUSTRIES, u wish, you may use this page as that notice by writing "I hereby cancel" and	d
"As required by the Wisconsin Construction Lien Law, Builder hereby notifies have lien rights on Owner's land and building if not paid. Those entitled to lien give the Owner notice within 60 days after they first furnish labor or materials f	ONFORMING TO WISCONSIN CONSTRUCTION LIEN LAW  Solver that persons or companies furnishing labor or materials for the construction on Owner's labors, in addition to the undersigned Builder are those who contract directly with the Owner or the for the construction.	land may
Accordingly, owner probably will receive notices from the		landar if
This is a nome improvement instrument and is non-negotiable. Every holder to	akee subject to all alaban and date	ici idei, ii
IN WITNESS WHEREOF the undersigned has (have) hereunto set his (their) i	hand(s) and seal(s) the day and year first above written.	
1/2 / / / / / / / / / / / / / / / / / /	Owner Purchaser	Saan
Approved (Seal)	Owner Purchaser	Seal) Seal)
Approved (Seal)	Customer E-mail Address	
NOT BINDING UNLESS ACCEPTED BY OFFICER OF CONTRACTOR COMPANY	PURCHASER RECEIVED DUPLICATE COPY OF ORDER FINANCE CHARGE of 1.5% month which is an ANNUAL PERCENTAGE RATE of 18% charged on all past due acc	per counts.





To: Public Works and Safety Committee

CC: Matt Heiser, Village Administrator

From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer

Date: October 30, 2025

Re: Agenda item 5b. Discussion and possible action regarding the 2026 Road and Utility Improvements

### **BACKGROUND**

The 2026 Street and Utility Improvements construction project is in the planning stages. As of now, the plan is to repave W. Wisconsin Avenue from Burroughs Drive to Glacier Road, and repave Glacier Road from W. Wisconsin Avenue to the Village limits.

### **ANALYSIS**

### Glacier Road:

Glacier Road - Utilities: The water main will be relayed, and sanitary sewer will be lined. The asphalt pavement will be pulverized and repaved. Initially, we had hoped to loop the water main from Glacier Road to W. Wisconsin Avenue to help with providing more reliable water service, water pressure, and water quality which are not available with a dead end water main. We completed the design and then met with two property owners to request a water main easement. The lot owner at 762 W. Wisconsin Avenue was willing to convey an easement, but the second lot owner at 769 Glacier Road was not willing to sign the water main easement without receiving a substantial payment.

Glacier Road – Street: The asphalt pavement will be pulverized, regraded, and repaved. The drainage conveyance along Glacier Road does not function well as presently laid out. Currently, the storm sewer system drains to a storm sewer structure and pipe system that dead ends underground which is not typical. Currently, the runoff infiltrates into the ditches, and front yards areas of several properties, and once the water builds up high enough, then passes over ground by swale in between 769 Glacier Road and 765 Glacier Road in an existing swale. The proposed design includes reditching both sides of Glacier Road and funneling to the current natural low point along Glacier Road which aligns with the current said existing swale which takes excess runoff away from Glacier Road. Existing overall drainage patterns will be maintained. The lot owner at 765 Glacier Road was contacted about providing a drainage swale easement to improve the existing drainage swale, however, the lot owner was not willing to sign the drainage easement without receiving a substantial payment. The overall discharge drainage pattern will remain as is today.

## Prospect Avenue:

The plan is to repave this street from Main Street to School Street. This project will likely take two or more years due to several utility poles that may need to be moved outside of the right of way. Also, the addition of sidewalk should be contemplated on the southeasterly side of Prospect Avenue from Lake Street to School Street. A grant, such as the Safe Routes to School Grant or other similar Wisconsin Department of Transportation grant, could be applied for to assist with costs for design, grading, right of way acquisition, concrete sidewalk, and restoration. In the past, the adjoining lot owners have expressed concerns about safety along this section of street.

### Recommendation

No recommendation is provided at this time.



R.A. Smith, Inc. 16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 | rasmith.com

October 30, 2025

Mr. David Buechl Director of Public Works/Village Engineer Village of Pewaukee 235 Hickory Street Pewaukee, WI 53072 dbuechl@villageofpewaukeewi.gov

Re: Proposal for Professional Services

2026 Road and Utility Improvement Program

Dear Mr. Buechl:

Thank you for giving raSmith the opportunity to provide you with a proposal for professional services. We look forward to working with Pewaukee on the 2026 Road and Utility Improvement Program. We appreciate working for the Village and continuing our long-standing relationship.

### Scope of Services

Per our various conversations, we understand that you are requesting design engineering services for the 2026 Road and Utility Improvement Program in the Village that will consist of the following locations and scope of services.

- Glacier Road from West Village Limits to W. Wisconsin Avenue (approximately 1,345 feet) and W. Wisconsin Avenue from the southeasterly leg of the Ryan Street intersection to Burroughs Drive (approximately 2,050 feet)
  - a. These roadways were previously designed as a part of the design engineering services for the 2025 Road and Utility Improvement Program. However, due to budgetary constraints they were removed from the 2025 program prior to bidding.
    - Utilizing the completed designs for Glacier Road and W. Wisconsin Avenue; project plans will be prepared for the two roadways with the anticipated plan deliverables:
      - Cover sheet
      - Typical Sections (Existing and Proposed) Glacier Road and W. Wisconsin Avenue
      - Water Main Plan and Profile Glacier Road
      - Roadway Plan and Profile Glacier Road and W. Wisconsin Avenue
      - Grading Plan Glacier Road and W. Wisconsin Avenue
      - Roadway Cross Sections Glacier Road and W. Wisconsin Avenue
      - Pavement Marking Plans Glacier Road and W. Wisconsin Avenue
      - Curb Ramp Details
      - Detour Plan Glacier Road
      - Details
      - Project plans will not include the previously designed water main extension between Glacier Road and W. Wisconsin Avenue and drainage ditch along the west lot line of 765 Glacier Road as directed by the Village.
    - Send plans to all utilities for their information and review
    - Prepare a project manual to include bid documents, contract documents, and specifications.
    - Estimate of probable construction costs.



Mr. Dave Buechl, Director of Public Works/Village Engineer 2026 Road and Utility Improvement Program Page 2 / October 30, 2025

 Provide electronic bidding services through Quest CDN. Answer questions during bidding, prepare addenda as needed, host virtual bid opening at Village DPW building, review bids, and prepare a letter of recommendation.

### **Project Schedule**

Pending the Village receiving state funding for these roadways through the Local Road Improvement Program (LRIP); we will work with you to establish an acceptable schedule that will be mutually agreed upon prior to beginning work. The anticipated schedule is to complete all documents to start the bidding process in May 2026.

### **Professional Fees**

The above services will be provided on an hourly time-and-expense basis with an estimated cost not to exceed **\$15,200.00** 

Services will be billed each month based on the work completed. All usual and customary expenses such as mileage, printing, delivery, permit fees and postage are not included in the above fee and will be billed at cost as a reimbursable expense.

This proposal does not include any services beyond those described in the above scope of services. raSmith offers an array of supplemental services that are available at your request. Please refer to Attachment A for a complete list of our services.

### Client Responsibilities/Assumptions

- A. The Owner shall provide any existing data relevant to the proposed project including, but not limited to, electronic record drawings (we have access to existing data on Village GIS). Verification of information provided by others is not a part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of raSmith.
- B. After work has commenced, any revisions requested by the Client, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement and forward a signed copy of the entire Agreement to me. Once received, we will execute and return a copy for your records. If there are any questions concerning the above or the terms as presented, please contact me.

We look forward to working with you on this project.

Sincerely, raSmith

Jacob W. Scholbe, P.E.

Project Manager

Enclosures: Professional Services Agreement – Contract



# PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of	("Effective Date") between	("Client")
and R.A. Smith, Inc. ("Professional").		
Client's Project, of which Professional's services under	this Agreement are a part, is generally identified as follows:	
		("Project").
Professional's services under this Agreement are gene	rally identified as follows:	
		("Services").

Client and Professional further agree as follows:

- 1.01 Basic Agreement and Period of Service
  - A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").
- 2.01 Payment Procedures
  - A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
  - B. Payment: As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- 2.02 Basis of Payment
  - A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
  - B. Additional Services: Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.
- 3.01 Suspension and Termination
  - A. The obligation to continue performance under this Agreement may be suspended:
    - 1. By Client. Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
    - 2. *By Professional*: Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
  - B. The obligation to continue performance under this Agreement may be terminated:
    - For cause,
      - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
      - b. By Professional:
        - upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
        - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
      - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client



- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
- e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 Successors, Assigns, and Beneficiaries
  - A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
  - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
  - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.

### 5.01 General Considerations

### A. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Design Without Construction Phase Services

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

### C. Opinions of Cost

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.

### D. Use of Documents

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

 Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;



- 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
- Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and
  consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse,
  or modification of the documents without written verification, completion, or adaptation by Professional; and
- 4. Such limited license to Client shall not create any rights in third parties.

### E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

### F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

### G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

### H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

### 6.01 Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

### 7.01 Lien Notice

A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name:	
Client:	Professional:
Ву:	By:
Print name:	<b>D</b> : 1
Title:	Title:
Date Signed:	
Address for Client's receipt of notices:	Address for Professional's receipt of notices:  R.A. Smith, Inc.
	16745 West Bluemound Road
	Brookfield, WI 53005
Client's Phone:	Professional's Phone:
Client's Email:	Professional's Email:



October 30, 2025

R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

Mr. Dave Buechl Director of Public Works/Village Engineer Village of Pewaukee 235 Hickory Street Pewaukee, WI 53072 dbuechl@villageofpewaukeewi.gov

Re: Proposal for Professional Services

Prospect Avenue Reconstruction Project

Dear Mr. Buechl:

Thank you for giving raSmith the opportunity to provide you with a proposal for professional services. We look forward to working with Pewaukee on the Prospect Avenue Reconstruction Project. We appreciate working for the Village and continuing our long-standing relationship.

### **Project Understanding**

The Village of Pewaukee is requesting raSmith to perform survey, design, and bidding services for the reconstruction of Prospect Avenue from School Street to Lake Street approximately 900 feet in length and the rehabilitation of Prospect Avenue from Lake Street to Main Street approximately 250 feet in length. The intent of the project is to reconstruct the existing rural section of Prospect Avenue from School Street to Lake Street to an urban section which includes 12-foot travel lanes and 30-inch concrete curb and gutter. The rural to urban conversion will include the addition of 5-foot sidewalk along the east side of the roadway. Right-of-Way acquisition will be required for the proposed sidewalk construction. The rehabilitation of Prospect Avenue from Lake Street to Main Street will include full depth pavement replacement, base repairs, various concrete replacements, and potential rehabilitations and/or spot repairs to storm and sanitary sewer appurtenances.

The following Scope of Services defines the approach we will take to complete this project for the Village.

### **Scope of Services**

- A. Prospect Avenue from School Street to Lake Street (approximately 900 feet).
  - 1. Topographic survey of the entire right-of-way and private property as necessary within the project limits. raSmith will review existing certified survey maps, obtain title reports for parcels with anticipated right-of-way acquisition and locate front property corners if they can be found. raSmith will compute the right-of-way from existing surveys, title reports, and field evidence. Upon completion of the review and computations raSmith will measure out and survey the existing right-of-way and parcel lines. The topographic survey will include Digger's Hotline mapping and field locates with the creation of mapping and surface drawings.
  - 2. Based on the topographic survey data collected, raSmith will create a plan set for the work to consist of reconstructing Prospect Avenue to include a typical urban section with 30-inch concrete curb and gutter that measures 28-feet in width from each curb face. Included in the design are: proposed storm sewer,



Mr. Dave Buechl, Director of Public Works/Village Engineer Prospect Avenue Reconstruction Project Page 2 / October 30, 2025

proposed sidewalk on the east side of the roadway, ADA curb ramps at the intersection of School Street and Prospect Avenue, and potential sanitary sewer and structure repairs.

- B. Prospect Avenue from Lake Street to Main Street (approximately 250 feet)
  - 1. Topographic survey of the entire right-of-way.
  - 2. Prepare asphalt paving plan and profile for 5+/- inches of asphalt removal and replacement.
  - 3. Identify various concrete curb and gutter and sidewalk spot repair locations.
  - 4. Design up to six (6) ADA curb ramps at the intersections of Main Street and Prospect Avenue and Lake Street and Prospect Avenue.
  - 5. Add notes to plans and bid items for spot repair and rehabilitations of existing storm sewer and sanitary sewer appurtenances. Village staff will acquire and/or provide storm sewer and sanitary sewer televising information.
  - 6. Inspection of storm and sanitary sewer structures to determine repair, rehabilitation, and replacement.
- C. General Services to be Provided.
  - 1. Notifying utility companies and coordinating for concurrence with existing utility locations. Including coordination with electric and communications utilities for the anticipated utility pole relocations as required to complete the reconstruction portion of the project. Coordination will also be completed with Village Staff as needed through the design and bidding process.
  - 2. Preparation of a project manual to include bidding documents, contract documents, and specifications.
  - 3. Plan review meetings at 50%, 90%, and Final Design.
  - 4. Provide electronic bidding services through Quest CDN. Answer questions during bidding, prepare addenda as needed, host virtual bid opening at Village DPW building, review bids, and prepare a letter of recommendation.
  - 5. Anticipated Plan Deliverables
    - i. Cover Sheet
    - ii. Typical Sections (Existing and Proposed)
    - iii. Removal Plan: Prospect Avenue School Street to Lake Street
    - iv. Storm Sewer Plan and Profile: Prospect Avenue School Street to Lake Street
    - v. Roadway Plan and Profile: Prospect Avenue School Street to Lake Street
    - vi. Grading Plan: Prospect Avenue School Street to Lake Street
    - vii. Cross Sections: Prospect Avenue School Street to Lake Street
    - viii. Paving and Utility Adjustment Plan: Prospect Avenue Lake Street to Main Street
    - ix. Pavement Marking Plan: Prospect Avenue School Street to Main Street
    - x. Curb Ramp Details
    - xi. Detour plans
    - xii. Details



Mr. Dave Buechl, Director of Public Works/Village Engineer Prospect Avenue Reconstruction Project Page 3 / October 30, 2025

### Services Not Included

- A. Real Estate appraisals, potential negotiations, and right-of-way acquisition.
  - 1. With the proposed sidewalk along the east side of Prospect Avenue, right-of-way acquisition will be required. It is assumed as a part of this proposal that all procurement and coordination of right-of-way acquisition services will be completed by the Village through a consultant contracted directly with the Village.
    - i. Based on the proposed sidewalk it is anticipated that right-of-way will need to be acquired within ten (10) parcels along Prospect Avenue from School Street to Lake Street. We estimate that right-of-way acquisitions services for these parcels will be \$70,000, not including the cost to purchase the land within each parcel.
- B. Geotechnical Investigations: soil borings and marking, survey or locating of borings
- C. Easement surveys, descriptions, and exhibits.
- D. Easement coordination and meetings in the field with property owners.
- E. Permitting is not anticipated as disturbance limits are thought to be less than 1 acre.

### **Project Schedule**

The intent is to have the project surveyed and designed in the fall 2025/winter 2026 with the design completed by April 2026. Upon completion of design the utility coordination process and right-of-way process will begin and continue through the remainder of 2026, with bidding anticipated to occur in February 2027, and construction to occur during the 2027 construction season. This schedule is subject to change and dependent on the utility coordination and real estate process to accompany the project.

### **Professional Fees**

The above services will be provided on an hourly time-and-expense basis with an estimated cost not to exceed **\$84,400.00** 

Services will be billed each month based on the work completed. All usual and customary expenses such as mileage, printing, delivery, permit fees and postage are not included in the above fee and will be billed at cost as a reimbursable expense.

This proposal does not include any services beyond those described in the above scope of services. raSmith offers an array of supplemental services that are available at your request.

### **Client Responsibilities/Assumptions**

- A. The Owner shall provide any existing data relevant to the proposed project including, but not limited to, electronic record drawings (we have access to existing data on Village GIS). Verification of information provided by others is not a part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of raSmith.
- B. Owner shall pay for all project review and permit fees. Payment of fees to various agencies for plan reviews and other reasons may be necessary throughout the course of this project. Timely remittance of these fees



Mr. Dave Buechl, Director of Public Works/Village Engineer Prospect Avenue Reconstruction Project Page 4 / October 30, 2025

- is very important since agencies will not accept review packages without the required fees. The project could be delayed significantly if submittals are not received when needed.
- C. After work has commenced, any revisions requested by the Client, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.
- D. All topographic survey services assume no snow and/or ice conditions. Additional fees will be required in the event snow or ice conditions are present during the fieldwork.
- E. After work has commenced, any revisions requested by the Client, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. If there are any questions concerning the above or the terms as presented, please contact me.

Thank you again for your consideration of raSmith to work on your project.

Sincerely, raSmith

Jacob W. Scholbe, P.E.

W. Schiller

**Project Manager** 

Enclosures: Professional Services Agreement – Contract

Prospect Avenue Reconstruction Project - Concept Plan

bth:H:\2258100\Doc\Proposals\Prospect Avenue Reconstruction\EP 251030 Buechl\_Prospect Avenue Reconstruction Project.docx



# PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of	("Effective Date") between	("Client")
and R.A. Smith, Inc. ("Professional").		
Client's Project, of which Professional's services under	this Agreement are a part, is generally identified as follows:	
		("Project").
Professional's services under this Agreement are gene	rally identified as follows:	
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Client and Professional further agree as follows:

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  - A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
  - B. Payment: As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- 2.02 Basis of Payment
  - A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
  - B. Additional Services: Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.
- 3.01 Suspension and Termination
  - A. The obligation to continue performance under this Agreement may be suspended:
    - 1. By Client. Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
    - 2. *By Professional*: Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
  - B. The obligation to continue performance under this Agreement may be terminated:
    - For cause,
      - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
      - b. By Professional:
        - upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
        - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
      - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client



- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
- e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 Successors, Assigns, and Beneficiaries
  - A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
  - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
  - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.

#### 5.01 General Considerations

#### A. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Design Without Construction Phase Services

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

#### C. Opinions of Cost

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.

#### D. Use of Documents

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

 Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;



- 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
- Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
- 4. Such limited license to Client shall not create any rights in third parties.

#### E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

#### F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

### G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

#### H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

#### 6.01 Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

# 7.01 Lien Notice

A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name:	
Client:	Professional:
Ву:	By:
Print name:	D: 1
Title:	Title:
Date Signed:	
Address for Client's receipt of notices:	Address for Professional's receipt of notices:  R.A. Smith, Inc.
	16745 West Bluemound Road
	Brookfield, WI 53005
Client's Phone:	Professional's Phone:
Client's Email:	Professional's Email:



# Village of Pewaukee

# Prospect Avenue Reconstruction Preliminary Estimate of Probable Construction Costs - Summary

10/30/2025

Roadway	Improvement Type	Improvement Cost	Roadway Cost	
Prospect Avenue (School Street to Main Street)	Roadway Improvements	\$530,790.00	\$815,910.00	
	Water Main Improvements	\$4,000.00		
	Storm Sewer Improvements	\$165,620.00		
	Sanitary Sewer Improvements	\$115,500.00		
		Construction Contingency (15%)	\$122,386.50	
Project Total			\$938,296.50	

# Village of Pewaukee Prospect Avenue Reconstruction Preliminary Estimate of Probable Construction Costs 10/30/2025

Item No.	Item Description	No. of Units Bid	Units	Bid Unit Price	Bid Price
		enue (School Street to Mai	n Street)	·	
Roadway In	mprovements				
1	Remove Concrete Curb & Gutter	1,930	L.F.	\$15.00	\$28,950.00
2	Remove Concrete Sidewalk	1,720	S.F.	\$4.00	\$6,880.00
3	Remove Concrete Driveway	730	S.F.	\$7.00	\$5,110.00
4	Excavation	1,450	C.Y.	\$40.00	\$58,000.00
5	Excavation Below Subgrade	377	C.Y.	\$45.00	\$16,965.00
6	Pulverize Asphalt Pavement	1,370	S.Y.	\$12.00	\$16,440.00
7	Pavement Sawing	1,000	L.F.	\$5.00	\$5,000.00
8	30" Concrete Curb & Gutter	1,930	L.F.	\$40.00	\$77,200.00
9	Concrete Sidewalk, 5-Inch	6,220	S.F.	\$10.00	\$62,200.00
10	Detectable Warning Field	120	S.F.	\$80.00	\$9,600.00
11	Concrete Driveway Approach, 7-Inch	2,500	S.F.	\$15.00	\$37,500.00
12	1-1/4" Base Aggregate Dense	980	TON	\$31.00	\$30,380.00
13	3" Base Aggregate Dense	980	TON	\$33.00	\$32,340.00
14	HMA Binder, (3 LT 58-28 S)	710	TON	\$90.00	\$63,900.00
15	HMA Surface, (5 LT 58-28 S)	385	TON	\$105.00	\$40,425.00
16	Restoration (4" Topsoil and Hydroseed)	1	LS	\$10,000.00	\$10,000.00
17	Traffic Control & Dust Control	1	LS	\$20,000.00	\$20,000.00
18	Marking Line Epoxy, 4-Inch	2,200	L.F.	\$1.50	\$3,300.00
19	Marking Line Epoxy, 6-Inch	750	L.F.	\$7.00	\$5,250.00
20	Marking Line Epoxy, 6-Inch	90	L.F.	\$15.00	\$1,350.00
20	IMAIKING LINE LPOXY, 24-INCH	30	E.I .	Subtotal	\$530,790.00
Vater Main	Improvements			Gubtotui	ψ330,730.00
21	Repair Water Valve Box	4	EA	\$1,000.00	\$4,000.00
<u> </u>	Tropali Water Valve Box	т	L/\	Subtotal	\$4,000.00
torm Sew	er Improvements			Gubtotui	ψ+,000.00
22	Inlet Protection	8	EA	\$100.00	\$800.00
23	Remove Storm Sewer	200	L.F.	\$75.00	\$15,000.00
24	Remove Storm Sewer Structure	5	EA	\$1,500.00	\$7,500.00
25	Storm Inlet Chimney Rebuild	2	EA	\$2,500.00	\$5,000.00
26	Storm Catch Basin	6	L.F.	\$4,000.00	\$24,000.00
27	Storm Manhole	6	L.F.	\$7,000.00	\$42,000.00
28	12" Dia. R.C.P. Storm Sewer	84	EA	\$105.00	\$8,820.00
29	18" Dia. R.C.P. Storm Sewer	500	EA EA	\$105.00	\$62,500.00
23	To Dia. R.C.P. Storiii Sewer	500	EA	\$125.00 Subtotal	\$165,620.00
anitan, Ca	ewer Improvements			Subtotal	φ100,020.00
		E	۲۸ ا	¢3 500 00	¢17 E00 00
30 31	Sanitary Manhole Chimney Rebuild	5	EA	\$3,500.00	\$17,500.00
	8" Dia. Sanitary Sewer CIPP Liner	1100	L.F.	\$70.00	\$77,000.00
32	Test & Seal Lateral Connection	21	EA.	\$1,000.00	\$21,000.00
Subtotal					\$115,500.00
Prospect Avenue (School Street to Main Street)					\$815,910.00



# Waukesha County GIS Map



#### Legend

Municipal Boundary\_2K Parcel\_Dimension\_2K Note\_Text\_2K

Lots\_2K

General Common Element

SimultaneousConveyance

Assessor Plat

CSM

Condominium Subdivision

Cartoline\_2K

EA-Easement\_Line

PL-DA

PL-Extended\_Tie\_line

PL-Meander Line

PL-Note

PL-Tie

PL-Tie\_Line

<all other values>

Railroad 2K

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes:

Printed: 10/30/2025









To: Public Works and Safety Committee

CC: Matt Heiser, Village Administrator

From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer

Date: October 30, 2025

Re: Agenda item 5c. Discussion and possible action regarding parking along Simmons Avenue

# **BACKGROUND**

The Plan Commission recently approved the Bubbles Car Wash at 120 Simmons Avenue. A Village Board member referred this item to the Public Works and Safety Committee to review if any changes to parking areas could be made to the parking along Simmons Avenue now that a car wash has been approved.

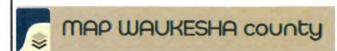
## **ANALYSIS**

An Exhibit is attached showing the existing parking along Simmons Avenue. The employees of the business at 627 Capitol Drive, Product Miniature Company, use the overflow parking spots along west side of Simmons Avenue each day. Employees of the post office at 140 Simmons Avenue and 170 Simmons Avenue also use the available overflow parking spots on the east side of Simmons Avenue each day. These companies rely on these overflow parking spots and reducing parking spots along the Simmons Avenue would likely not go over very well for these businesses. Three general parking spots are shown on the site plan for the car wash. Hopefully, the intent is that these parking spots are intended for employees of the car wash. There appears to be adequate area for queing of vehicles along Simmons Avenue without blocking driveways along Simmons Avenue.

## Recommendation

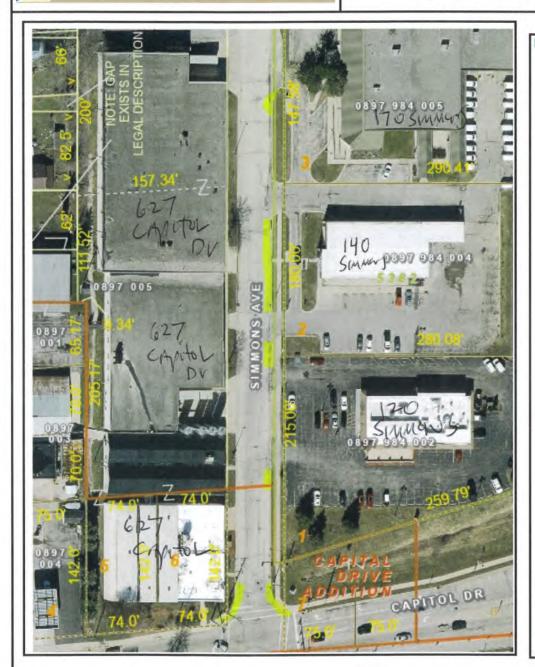
I recommend to leave the parking areas as is for now along Simmons Avenue, and that the parking spots for employees be painted or signed to be reserved for employees in the car wash parking lot.

Attachment



# Waukesha County GIS Map

SIMMONS Avenue



# Legend

Municipal Boundar Parcel\_Dimension Note\_Text\_2K Lots\_2K

> Lot Unit

Unit
General Common
Outlot

SimultaneousCon

Assessor Plat
CSM

Condominium Subdivision

Cartoline\_2K

EA-Easement\_Lin

EA-Easement\_Lin
PL-DA

PL-Extended\_Tie\_ PL-Meander\_Line PL-Note

PL-Note PL-Tie

PL-Tie\_Line <all other values>

Railroad\_2K

- No. Parking areas

Notes:

0

90.78 Feet

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To: Public Works and Safety Committee

CC: Matt Heiser, Village Administrator

From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer

Date: October 30, 2025

Re: Agenda item 5d. Discussion and possible action regarding Well 8 site as part of Well 6 Alternative

Study

# **BACKGROUND**

The Village is in the process of preparing design drawings for drilling a new well #7. The well #7 site is at the corner of Westfield Way and Cecelia Drive. The Village is also currently studying whether or not to construct a permanent PFAS filtration system at Well #6, or to drill a new well #8 in another location.

# **ANALYSIS**

The search for new potential well sites will begin soon as part of the Well #6 alternative treatment study. The Village may not own any suitable lands so a parcel will likely need to be purchased.

## Recommendation

No recommendation at this time.

Attachment





To: Public Works and Safety Committee

CC: Matt Heiser, Village Administrator

From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer

Date: October 30, 2025

Re: Agenda item 5e. Discussion and possible action regarding the County Riverwood Park parcel

# **BACKGROUND**

Two storm water retention basins serving the Riverwood Subdivision are located on a parcel referred to as Riverwood Park within the Riverwood Subdivision and is located west of the intersection of Westfield Way and Riverway Ct. Waukesha County staff called me and asked if the Village would be interested in acquiring the two adjoining parcels owned by Waukesha County.

# **ANALYSIS**

This basin serves to reduce storm water flow rates and treat the storm water runoff to improve the water quality from the privately owned lots and publicly owned streets of Riverwood Subdivision prior to release of collected runoff from the tributary area to the downstream water way. These basins are included in the Village's MS4 storm water quality model. In order to keep the ponds in the model and continue to get storm water credit for the ponds within the Village's model, the Village typically needs to either own the land where the pond is located, or have a storm water facility maintenance agreement with Waukesha County.

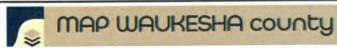
On new subdivisions, the homeowner's associations would be responsible for maintenance of the ponds. The Village DPW has been mowing the grass around the pond areas for the past few years because the homeowner's association of Riverwood Subdivision has not been maintaining or mowing. There does not appear to be any storm water facility maintenance agreements in place to designate who the responsible party is for maintenance of the pond.

Currently, there are several adjoining Village lot owners who are also occupying and mowing into the County owned Riverwood Park parcel. The County spends time each year reminding the adjoining lot owners that they do not own this property.

## Recommendation

Typically, it is not desired to own storm water ponds, because they cost money to maintain which includes lawn mowing, tree trimming, and dredging of excess sediment from bottom of pond. It is unfortunate that the Riverwood subdivision lot owners are not maintaining their own pond. In order for the Village to keep the credit for the storm water modeling, the Village may likely need to accept a transfer of ownership for the pond, or work out a maintenance agreement with Waukesha County. Since the County has called and asked if the Village wants to take over ownership of the pond, that option of ownership change appears to be the County's preference.

Attachment



# Waukesha County GIS Map



Legen

Municipal Boundary\_2K Parcel\_Dimension\_2K

Note\_Text\_2K

Lots\_2K

L. Lo

General Common Element

Outlot

SimultaneousConveyance

Assessor Plat

CSM

Condominium

Subdivision

Cartoline\_2K

EA-Easement Line

PL-DA

PL-Extended\_Tie\_line

PL-Meander\_Line

PL-Note

PL-Tie

PL-Tie\_Line <all other values>

all outer values

Railroad\_2K

of Two

363.13 Feet

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Notes:

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