Public Works and Safety Committee Meeting Agenda
Tuesday, August 4, 2026
5:00 PM
Village Board Room
235 Hickory Street, Pewaukee, WI 53072

To view the meeting live:
https://www.youtube.com/watch?v=EXTJlLxnIj8

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

2. Approval of Minutes of May 5, 2026 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 – None.

5. New Business
   a. Review, discussion and possible recommendation regarding draft utility and street design drawings for 2027 Prospect Avenue project from Main Street to School Street including possible addition of new sidewalk.
   b. Review, discussion and possible recommendation on a design proposal from RA Smith for the 2027 street project on Richmond Drive.
   c. Review, discussion and possible recommendation regarding a design proposal from RA Smtih for the 2027 street project on West Wisconsin Avenue from Glacier Road to Village limits.
   d. Review, discussion and possible action regarding current and planned Capital Improvement Projects.
   e. Review, discussion and possible recommendation on Village Regulation and enforcement of e-bike and electric scooter use.

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: July 31, 2026

VILLAGE OF PEWAUKEE
PUBLIC WORKS AND SAFETY COMMITTEE MINUTES
MAY 5, 2026

https://www.youtube.com/live/Hm_DQ1iHZbo?si=uJe59AkJz_S-hGmH

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

Member J. Grabowski called the meeting to order at approximately 4:40 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 Kelli Belt, Member Nick Wellenstein, Member Jim Grabowski, Member Laurin Miller.
Excused: Member Patrick Wunsch and Member Mark Grabowski

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

2. Approval of Minutes of Previous Meeting

a. **February 3, 2026**
Member Miller moved, seconded by Member Belt to approve the February 3, 2026 minutes of the Public Works and Safety Committee meeting as presented.
Motion carried 4-0.

3. Citizen Comments – None.

4. Old Business

a. **Discussion and Possible Action regarding obtaining Easements from 219 Park Avenue and 227 Park Avenue to relay collapsed Village storm sewer pipe and restore.**

Director Buechl noted that this item has been on the agenda multiple times. A neighboring property owner has continued to request concrete restoration.
Steve Hook, resident at 227 Park Ave, explained that issues began around 2019, with water appearing in pavement cracks starting in 2021. During heavy rainfall, water flows from the street through the pipe and surfaces on the property. He has provided video documentation to Director Buechl demonstrating the issue. Mr. Hook indicated he has not yet had the opportunity to understand his neighbor's intended plan, and emphasized his goal is to have the problem repaired as quickly as possible.
Member J. Grabowski stated the situation has reached a point where action is required, as it is becoming a nuisance. The board needs to make a decision and stand by it.
Member Miller reiterated that the board is not planning to install concrete but supports moving forward with repairs in an appropriate manner.
Member Belt questioned how this decision aligns with the easement agreement if the property owners' demands are not met.
Buechl indicated he has discussed the issue with the attorney and noted that pursuing eminent domain would be a difficult process. He also mentioned proposing a compromise in which the Village would complete the work if the owner agreed not to park on the area, but the owner declined.
J. Grabowski affirmed that the board's position is to proceed without installing concrete.
Belt suggested that any agreement should specify that future repairs would be the responsibility of the property owners.

Member J. Grabowski moved, seconded by Member Miller to approve the pipe reconstruction and restoration with no concrete overlay contingent upon easement signing of the property owner.
Motion carried 4-0.

b. Discussion and Possible Action regarding planned maintenance at DPW building.

Buechl outlined a few outstanding issues, including concerns with the roof. He noted that he recently met with a contractor regarding the doors, which are not closing properly, and that seeding work is also underway.

Member Miller moved, seconded by Member Wellenstein to approve moving forward with door and soil repair.
Motion carried 4-0.

5. <u>New Business</u>

a. Discussion and Possible Action regarding design fee change order for Prospect Avenue design with RA Smith.

Buechl explained that the original plan did not include relaying the watermain; however, after reviewing older as-built plans, it was discovered that the watermain dates back to 1970. As a result, staff now recommends including replacement of the watermain as part of the project, which will also involve approximately 300 feet of additional sewer work. The engineer has submitted a change order of $7,000 for the watermain work. He also noted that the board had previously decided not to install sidewalk on the school side of Prospect, based on the assumption that We Energies would need to acquire easements. It has since been determined that the right-of-way line is approximately 12 feet further back than originally thought, eliminating the need for easement acquisition. With this new information, sidewalk installation could be reconsidered, although it would require an additional $10,000 in design costs. Options include grading the area and installing sidewalk at a later date or completing the sidewalk as part of the current project and assessing costs to the property owners. Buechl also mentioned the potential availability of grant funding to assist with sidewalk installation.

Belt expressed being torn on the issue due to the proximity of the school, noting that a sidewalk would be beneficial. She supported at least exploring grant opportunities and beginning efforts to improve accessibility to the school for walking and biking.

J. Grabowski suggested determining the cost of grading the area before making a final decision.

Member Miller moved, seconded by Member Belt to recommend to the Village Board to approve the design fee change order for the watermain.
Motion carried 4-0.
Member Belt moved, seconded by Member Miller to recommend to the Village Board to approve a change order for the design of the sidewalk and grading.
Motion carried 4-0.

b. Discussion and Possible Action on Responsibility for Water Main Repairs at 1357 and 1405 Capitol Drive.

Buechl reported that the Village was notified of a watermain break on February 12, 2026. NPL, a contractor doing work within a Village watermain easement area, contacted Digger's Hotline for their project and had utilities marked; however, some of the markings were inaccurate, resulting in the contractor striking the watermain located within the easement. Buechl noted that, had the contractor prepared a formal design plan, a title search could have been conducted to identify the recorded easement, which is publicly available information, that would have clearly indicated the location of the watermain. Mid-City was subsequently called to complete the repair. Buechl further stated that the contractor has refused to assume responsibility for the repair costs. He expressed concern that it is unfair

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for the Village to bear the full expense, which totaled $11,422. He added that the Village typically budgets $30,000 annually for approximately three watermain breaks, but expenditures have already reached $40,000 this year. To help prevent similar issues in the future, Buechl noted that staff has been directed to mark utility locations only when their exact locations can be confirmed.

J. Grabowski emphasized the importance of paying Mid-City promptly and then pursuing reimbursement from NPL.

Buechl indicated that the Village intends to bill NPL and, if payment is not received within one month, will consider withholding issuance of future right-of-way permits to the company.

No action taken.

c. Discussion and Possible Action regarding planned upcoming PFAS Wastewater Sampling.

Buechl reported that the City of Brookfield has identified elevated levels of PFAS in the wastewater. As a result, the Village must work to determine the source of the contamination. He explained that the wastewater system includes flow from the City of Pewaukee, the Village, and other contributors, making it difficult to pinpoint the origin. He noted that the investigation will require testing from manhole to manhole, with each test costing approximately $600. There are an estimated 17 to 30 industrial properties that could potentially be contributing to the issue, as PFAS may be present in certain cleaning solutions and a variety of other products. He also added that the Village has its own pipe feeding into the treatment plant.

J. Grabowski asked how it can be confirmed that the PFAS is not originating from the City of Pewaukee. Buechl responded that the City will be conducting its own testing to help identify potential sources.

No action taken.

d. Discussion and Possible Action regarding phasing out Village Ash Tree Treatments.

Supervisor Bickler stated that the Village is approximately 10 years overdue in initiating treatment for the Ash trees. In 2017, 115 trees were treated at a cost of $11,600. He noted that the damage has already largely run its course and does not believe it is a cost-effective use of funds to treat the 81 trees recommended by Wachtel Tree Science at a cost of $11,373. Bickler recommended following the guidance of the Village's certified arborist and limiting treatment to 10 trees, resulting in a reduced cost of $1,557.

No action taken.

e. Review, discussion and possible recommendation to the Village Board for approval of Resolution No. 2026-04, A Resolution Adopting the Public Service Commission of Wisconsin Water Utility Rate Order.

Administrator Heiser reported that the Village applied for a utility rate adjustment. The Public Service Commission (PSC) reviews submitted data and determines rates using its established formula, and the resulting rates were set by the PSC. As required by Village ordinance, the adjustment must be reviewed by the Public Works & Sewer Committee prior to consideration by the Village Board. Heiser noted that the approved rates are higher than what the Village initially proposed.

J. Grabowski added that these rates apply equally to all users, including Village officials, just as they do to all residents. He also acknowledged and thanked staff for outlining the numerous infrastructure and capital projects that have contributed to the need for the increase.

Member Miller moved, seconded by Member Wellenstein to recommend to the Village Board approval of Resolution No. 2026-04 regarding Water Utility rates.

Motion carried 4-0.

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f. Discussion and Possible Action on Village Construction Project Updates.

J. Grabowski asked for an update on the medians for Oakton Crossings, specifically whether paving permits are still pending.

Buechl confirmed that the Village is still awaiting a response, noting that the Kopmeier Lift Station remains the primary concern at this time. He added that there are also issues on Glacier Road, where asphalt was placed directly on dirt without a gravel base. As a result, a change order will be required to address additional excavation and placement of stone that was not included in the original scope.

No action taken.

6. <u>Adjournment</u>

Member Belt moved, seconded by Member Miller, to adjourn the May 5, 2026, Public Works & Safety Committee meeting at approximately 5:45 p.m.

Motion carried 4-0.

Respectfully Submitted,

Jenna Peter
Village Clerk

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PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

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: July 20, 2026

Re: August 4, 2026 Public Works and Safety Committee Agenda item 5(a):
Review, discussion and possible recommendation regarding draft utility and street design drawings for 2027 Prospect Avenue project from Main Street to School Street including possible addition of new sidewalk.

BACKGROUND

Prospect Avenue from Main Street to School Street is planned to be reconstructed in 2027. On December 2, 2025, a street and utility design contract for Prospect Avenue was approved with RA Smith by the Village Board. The design includes reconstructing the street and utilities in Prospect Avenue from Main Street to School Street. Now that the drawings have reached a 90% stage, staff are ready present the drawings for further discussion and review of scope.

ACTION REQUESTED

The action requested of the Public Works and Safety Committee is to review and consider providing direction to Village DPW staff on how to proceed with the scope of design that includes replacement of street and utilities, addition of concrete curb and gutter from Lake Street to School Street to replace areas of no curb and gutter, driveway approaches, and for potential sidewalk installation from 220 Prospect Avenue to 276 Prospect Avenue, and potential sidewalk addition across the existing driveway entrance to the Cardinal Ridge Drive which is a private street.

ANALYSIS

The draft drawings have been sent to the utility companies for their review to determine if any utility pole relocations will be needed by the utility companies prior to starting the project.

The existing street which includes asphalt pavement, crushed stone base, and some concrete curb and gutter that will be removed and replaced. Currently, concrete curb and gutter only exists from Main Street to Lake Street. From Lake Street to School Street, concrete curb and gutter exists. As designed, concrete curb and gutter would be installed on both the northwesterly and southeasterly sides of Prospect Avenue from Lake Street to School Street. Curb and gutter will be added to improve collection of runoff from the adjoining front yards. The existing sanitary sewer pipes will remain as-is. The storm sewer will be relayed and an additional segment of storm sewer extended up the hill from Lake Street to collect runoff. A 600-foot long section of water main will be relayed that is 8 inch ductile iron from 1970. This older section of water main should be relayed when this street is reconstructed. The driveway approaches would be reconstructed. Several extended areas of asphalt paved terrace are proposed to be restored as turf restoration in front of 285 Prospect Avenue and 277 Prospect Avenue. Temporary grading easements from the lot owners would be needed to make a smooth transition past the right o of way line at the driveway match limits line and along the front yards, if the lot owners will sign the agreement.

Design consideration #1: From Lake Street to School Street, sidewalk currently exists along the northwesterly side of Prospect Avenue. On the southeasterly side of Prospect Avenue, sidewalk only exists adjacent to 210 Prospect Avenue. The Civil Engineer and Land Surveyor have determined that sidewalk can be added within the Prospect Avenue right of way on the southeasterly side of Prospect Avenue from 220 Prospect Avenue to 276 Prospect Avenue. As shown on the draft drawings, grading would be needed within the Village right of way to remove filling of topsoil, and retaining walls that lot owners have completed over the years which push out to the edge of pavement. This grading would open up and improve the visibility to drivers on Prospect Avenue and the lot owners who live along Prospect Avenue as they pull out onto Prospect Avenue and provide refuge in the right of way for pedestrians which does not currently exist in some locations. Temporary grading easements would be needed to grade a smooth mowable slope along the front yards if the lot owners will sign the agreement. If all lot owners do not sign the temporary grading easement agreement, then the design may need to be revised, or a short bump in the turf grass be installed, or sidewalk gapped, or a retaining wall installed, or only grade for potential future sidewalk and not installing sidewalk at this time, or leave the area behind the proposed curb and gutter as close to as currently exists today. The quality of the final product is dependent on lot owners allowing grading easements. If sidewalk is extended, a sidewalk assessment would be contemplated by the Village Board at a later date. Adding a sidewalk ramp at School and Prospect will also assist in providing one fully ADA compliant crossing. The existing crossing of Prospect has a ramp on only the south side of Prospect Avenue because the north side can only be located within the existing driveway approach.

Design consideration #2: When streets are reconstructed, the street design must be brought up to current American Disabilities Act requirements (ADA) requirements. Due to ADA requirements, the driveway entrance to Cardinal Ridge drive cannot be rebuilt as is. The main issue is that safe pedestrian passage across the driveway, which is also a private street, is not currently provided. The two options to meet the ADA requirements are to either extend sidewalk across the driveway approach, or to install ADA sidewalk ramps with detectable warning fields at each side of the driveway. The detectable warning field is placed into the concrete, and is a tactile surface made of truncated domes to alert pedestrians, especially those who are blind or have low vision, that they are approaching a hazardous area, such as a curb ramp. Staff can design this driveway approach in either of the two described methods, however, there are pros and cons of each.

1. Extend concrete sidewalk across drive approach. The proposed design currently reflects this option. This option fits in best with the design parameters that exist at this location which include narrow right of way to Cardinal Ridge of 36 feet to be able to accommodate new ramps on each side, and having an existing driveway to north is too close to Cardinal Ridge driveway causing the proposed sidewalk ramp to extend across the front of the existing driveway at 285 Prospect Avenue. This design also allows concrete gutter to be extended across the driveway to capture runoff from the public right of way. If sidewalk is extended, a sidewalk assessment would be contemplated by the Village Board at a later date. The ride across the approach would be less smooth than that currently exists and would be a change to drives entering the condominiums from what exists today. The lot owners of the condominium would be responsible to clear snow on the sidewalk, and maintain the sidewalk similar to other properties in the Village.
2. Install new ADA concrete sidewalk ramps at each side of the driveway approach. This option is less desirable from a design standpoint taking into consideration the existing design parameters of having only 36 feet of lot width at the entrance versus a typical 60 feet normally utilized to contain a normal intersection, an existing closely located driveway to the north, and not being able to add concrete gutter to capture runoff from Prospect Avenue. This design would maintain a more smooth ride for the condominium owners as they enter their property, but would reduce the driveway usability at 285 Prospect.

<u>Recommendation</u>

Design consideration #1: I recommend continuing to pursue that sidewalk be included as shown in the drawings from 220 Prospect Avenue to 276 Prospect Avenue. The Village will need to attempt to acquire grading easements from the lot owners.

Design consideration #2: I recommend to extend concrete sidewalk across the drive approach as shown on the drawings.

Attachment

PROSPECT AVE. RECONSTRUCTION PROJECT

FROM: SCHOOL STREET
TO: MAIN STREET

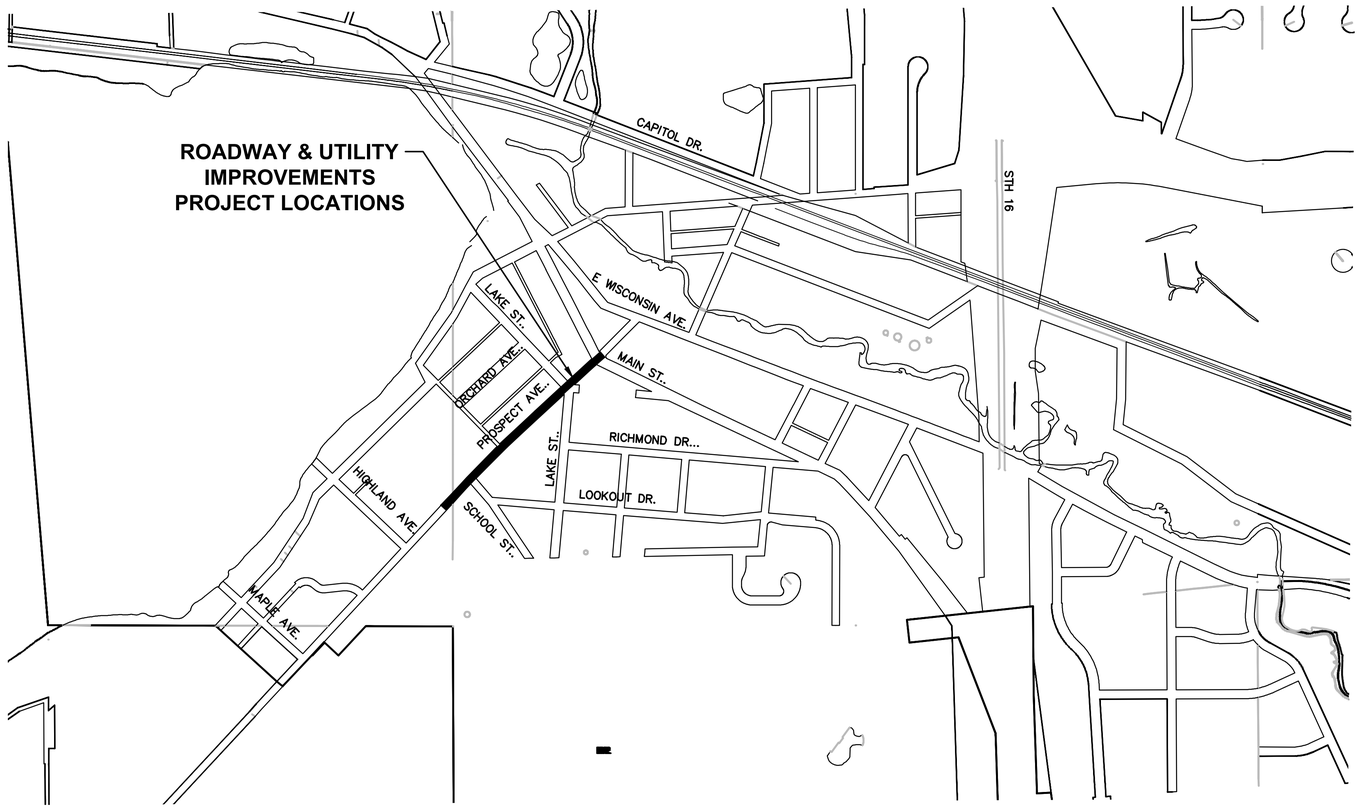
VILLAGE OF PEWAUKEE, WISCONSIN

LEGEND

- BENCHMARK
- SECTION CORNER
- FLAGPOLE
- MAILBOX
- SIGN
- BILLBOARD
- CONTROL BOX
- TRAFFIC SIGNAL
- RAILROAD CROSSING SIGNAL
- CABLE PEDESTAL
- POWER POLE
- GUY POLE
- GUY WIRE
- LIGHT POLE
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- GAS VALVE
- GAS METER
- STORM MANHOLE
- ROUND INLET
- SQUARE INLET
- STORM SEWER END SECTION
- SANITARY MANHOLE
- SANITARY CLEANOUT OR SEPTIC VENT
- SANITARY INTERCEPTOR MANHOLE
- MISCELLANEOUS MANHOLE
- WATER VALVE
- HYDRANT
- WATER SERVICE CURB STOP
- WATER MANHOLE
- WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUB
- —EDGE OF TREES
- S —SANITARY SEWER
- FM —FORCE MAIN
- STO —STORM SEWER
- W —WATERMAIN
- G —MARKED GAS MAIN
- E —MARKED ELECTRIC
- OHW —OVERHEAD WIRES
- B —BUREAU ELEC. SERV.
- T —MARKED TELEPHONE
- TV —MARKED CABLE TV LINE
- FO —MARKED FIBER OPTIC
- —EXISTING PAVEMENT
- —EXISTING GRAVEL
- —EXISTING ROW

COORDINATES SHOWN ON THIS PLAN REFERENCE THE NORTH AMERICAN DATUM OF 1927 (NAD27)

ELEVATIONS SHOWN ON THIS PLAN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM, (NGVD 29)



PLAN INDEX

SHEET NO.	DESCRIPTION
00	COVER SHEET
01–02	TYPICAL SECTIONS
03–05	REMOVAL PLAN
07–12	PLAN & PROFILE
13–14	WATER MAIN PLAN & PROFILE
15–19	GRADING PLAN
20–22	CURB RAMP DETAILS
23–30	CROSS SECTIONS
31–32	PAVEMENT MARKING PLAN
33–37	DETAILS

BENCHMARKS

BENCHMARK #6521 POWER POLE AT SE CORNER OF PROSPECT AVE & SCHOOL ST
ELEVATION = 937.55 (RR SPIKE IN UTILITY POLE)
BENCHMARK #6316 HYDRANT AT SE SIDE OF PROSPECT AVE IN FRONT OF 250 PROSPECT AVE
ELEVATION = 919.84 (OPERATING NUT)
BENCHMARK #1000 HYDRANT AT NE CORNER OF LAKE ST & PROSPECT AVE
ELEVATION = 886.24 (OPERATING NUT)

VILLAGE OF PEWAUKEE

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JACOB W. SCHOLBE, P.E.

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GRAPHIC SCALE
250 0 250 500 1000
(IN FEET)

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PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

COVER SHEET

DRAFT
NOT FOR CONSTRUCTION

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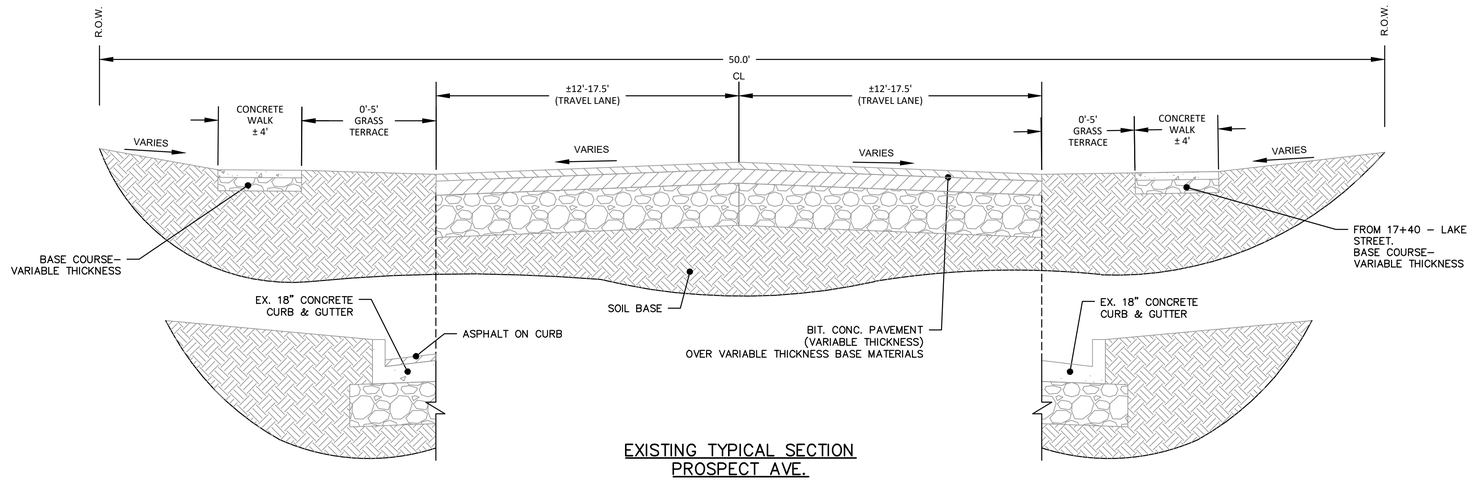
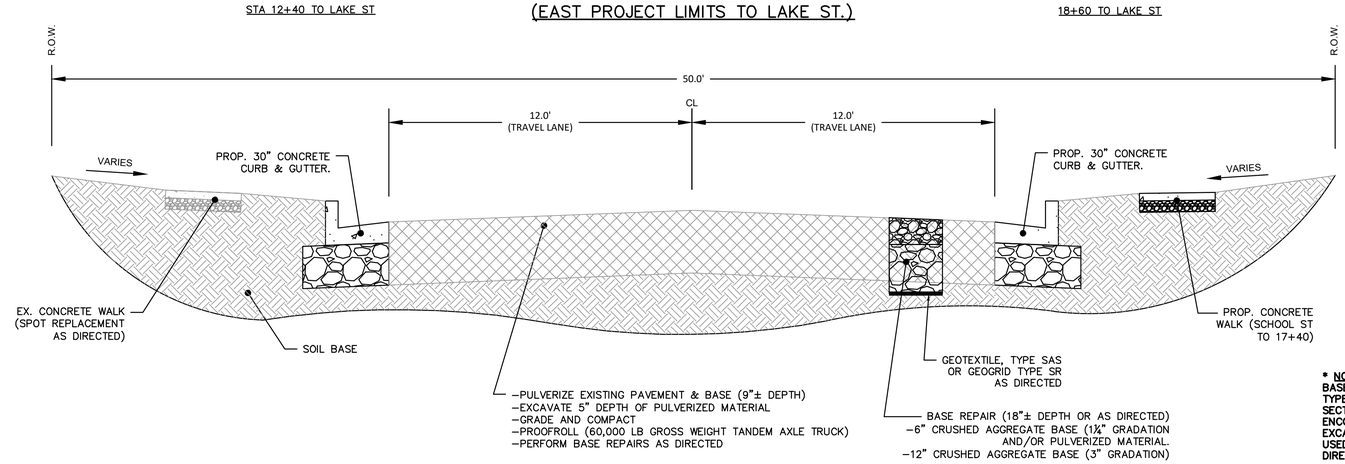
R.A. Smith, Inc.

DATE: 06/23/26
SCALE: 1" = 500'
JOB NO. 2268110
PROJECT MANAGER: JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS

SHEET NUMBER
00



EXISTING TYPICAL SECTION
PROSPECT AVE.
(EAST PROJECT LIMITS TO LAKE ST.)



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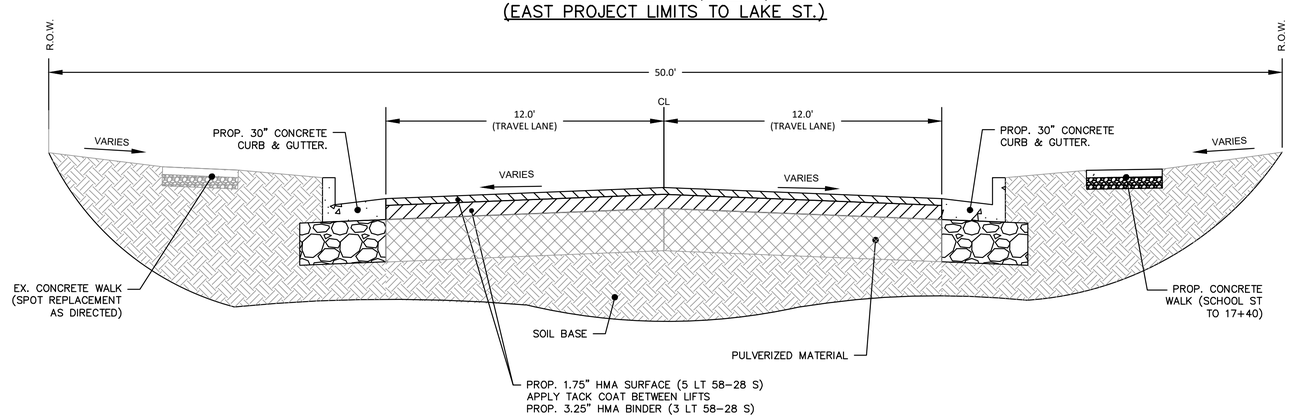
PROPOSED TYPICAL SECTION
PROSPECT AVE (STEP 1)
(EAST PROJECT LIMITS TO LAKE ST.)



PROPOSED TYPICAL SECTION
PROSPECT AVE (STEP 2)
(EAST PROJECT LIMITS TO LAKE ST.)

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PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE
TYPICAL SECTIONS

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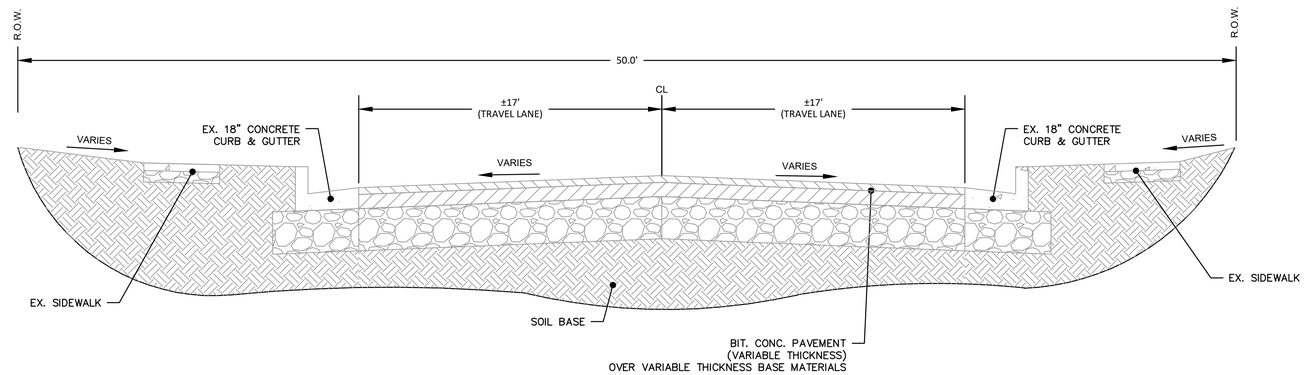
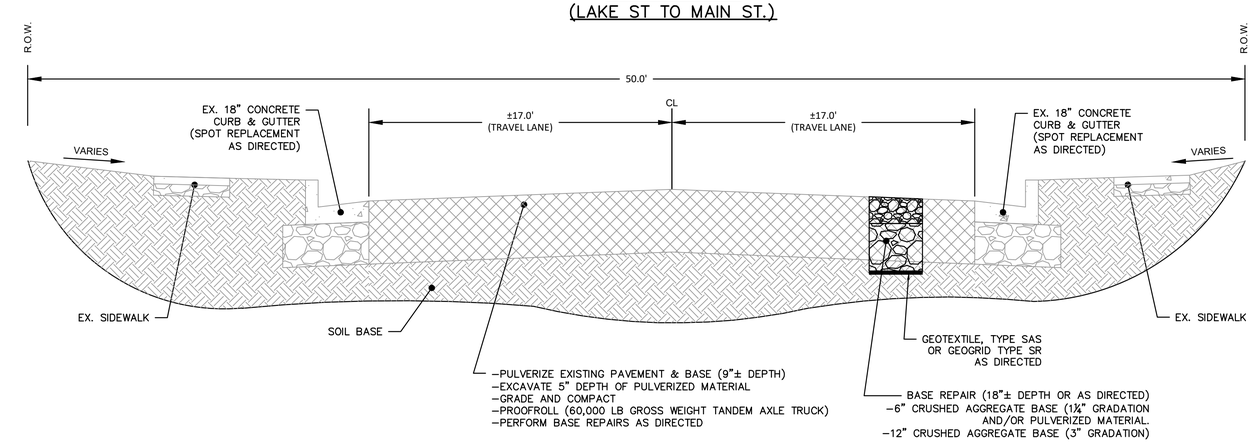
DATE: 06/23/26
SCALE: N.T.S.
JOB NO. 2268110
PROJECT MANAGER: JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS

SHEET NUMBER
01



EXISTING TYPICAL SECTION
PROSPECT AVE.
(LAKE ST TO MAIN ST.)



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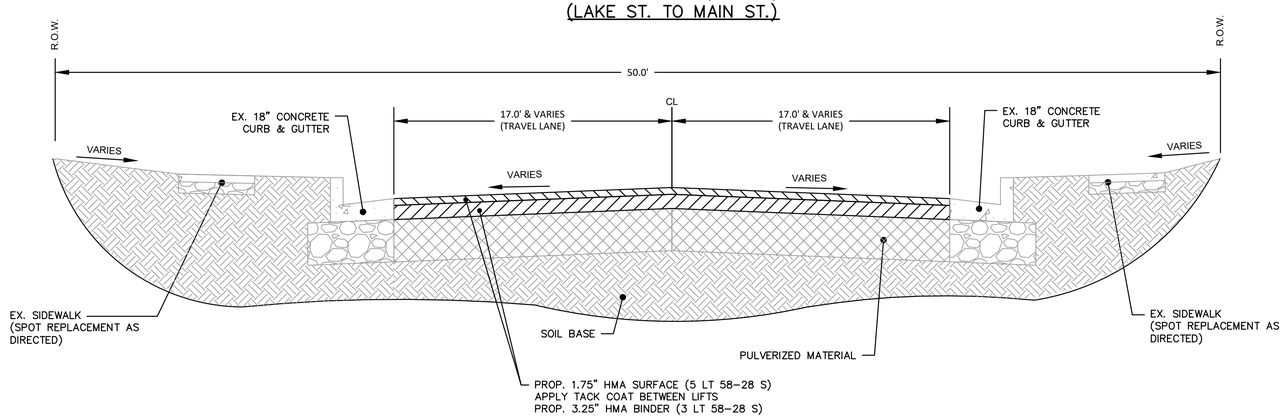
PROPOSED TYPICAL SECTION
PROSPECT AVE (STEP 1)
(LAKE ST. TO MAIN ST.)



PROPOSED TYPICAL SECTION
PROSPECT AVE (STEP 2)
(LAKE ST. TO MAIN ST.)

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Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE
TYPICAL SECTIONS

DRAFT
NOT FOR CONSTRUCTION

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R.A. Smith, Inc.

DATE: 06/23/26
SCALE: N.T.S.
JOB NO. 2268110
PROJECT MANAGER:
JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS

SHEET NUMBER
02

STORM SEWER NOTES:

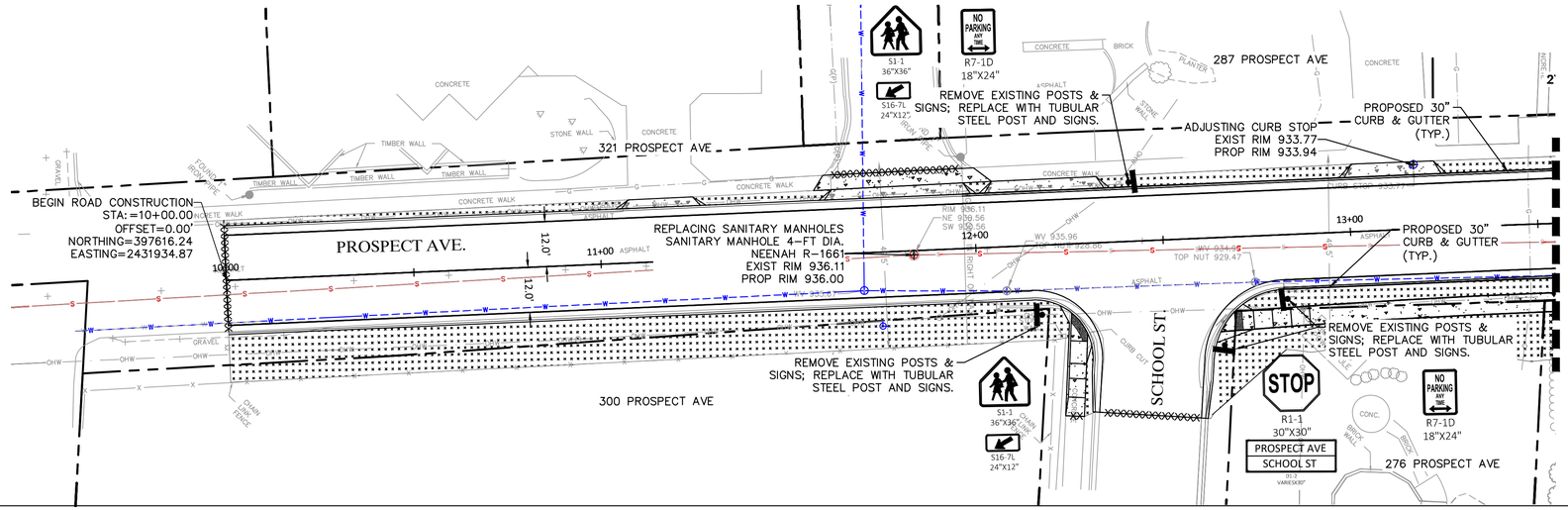
1. ALL UTILITY EXCAVATIONS SHALL BE BACKFILLED WITH CRUSHED GRAVEL AND MECHANICALLY COMPACTED UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL NOTIFY DIGGERS HOTLINE FOR UTILITY MARKING AND LOCATIONS PRIOR TO CONSTRUCTION.
3. ALL EXISTING GAS AND/OR ELECTRICAL MAINS/DUCTS AND SERVICES SHALL BE EXPOSED BY THE CONTRACTOR IN ADVANCE OF PROPOSED STORM SEWER INSTALLATION TO VERIFY HORIZONTAL AND VERTICAL GAS AND ELECTRIC FACILITIES LOCATIONS.
4. SEE TRENCH RESTORATION DETAILS.

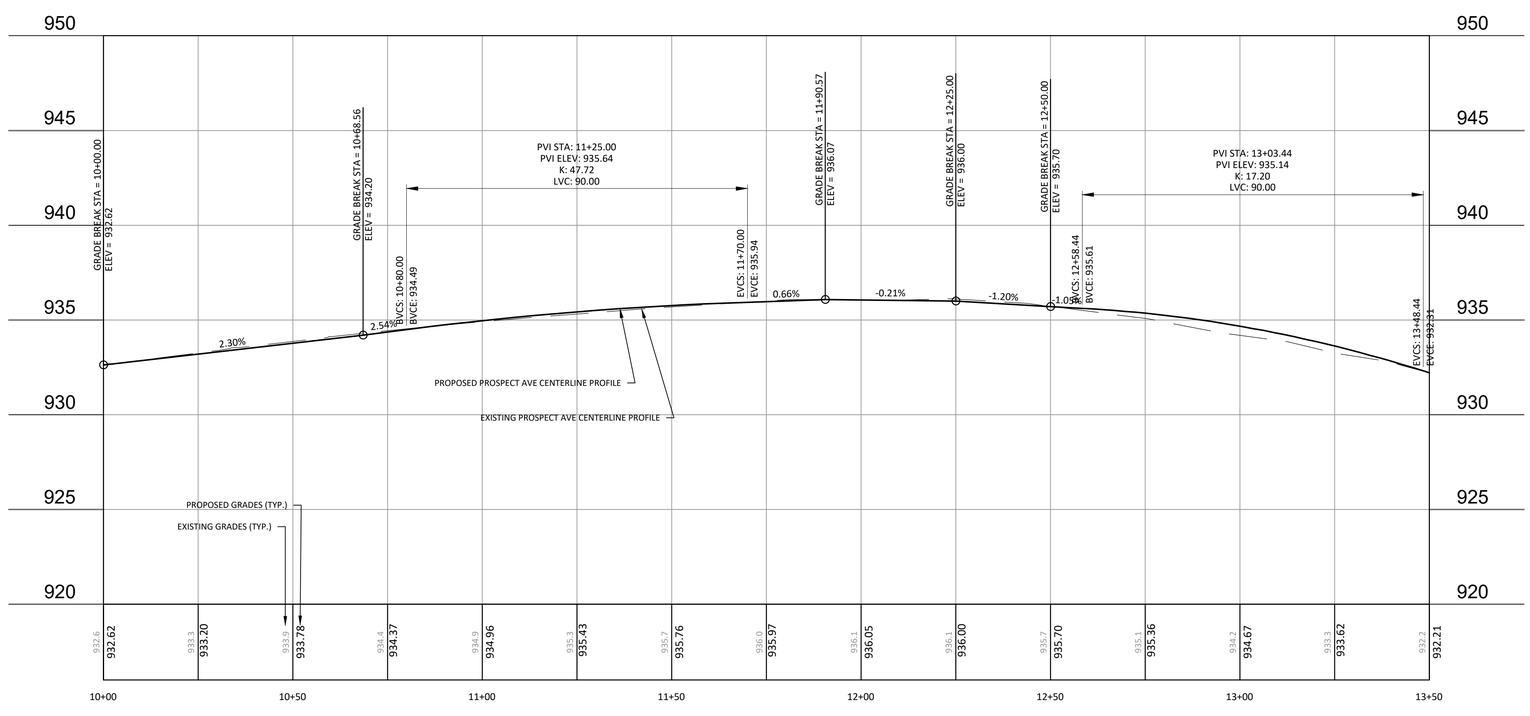
GENERAL NOTES:

1. CONTRACTOR SHALL PROVIDE EROSION CONTROL FACILITIES IN ACCORDANCE WITH THE MUNICIPALITY EROSION CONTROL ORDINANCE AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN, SIXTH EDITION DATED: DECEMBER 22, 2003, w/ ADDENDA NOS. 1 & 2.
3. THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES.
4. BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING POINT OF CONNECTION AND VERIFY THE LOCATION, ELEVATION, AND SIZE OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
5. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESSIBILITY TO ALL LOCAL BUSINESSES AND RESIDENCES DURING THE CONSTRUCTION PROCESS EXCEPT DURING THE PAVING AND PAVEMENT CURING PROCESS.

LEGEND

- 5" CONCRETE SIDEWALK
- 7" CONCRETE DRIVEWAY APRON
- SAW CUT (FULL DEPTH)
- 4" TOPSOIL & HYDROSEED
- INLET PROTECTION TYPE C





DATE	DESCRIPTION

raSmith
CREATIVITY BEYOND ENGINEERING

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Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE
PLAN & PROFILE

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DATE: 06/23/26
SCALE: 1" = 20'
JOB NO. 2268110
PROJECT MANAGER: JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS

SHEET NUMBER
07

STORM SEWER NOTES:

1. ALL UTILITY EXCAVATIONS SHALL BE BACKFILLED WITH CRUSHED GRAVEL AND MECHANICALLY COMPACTED UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL NOTIFY DIGGERS HOTLINE FOR UTILITY MARKING AND LOCATIONS PRIOR TO CONSTRUCTION.
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4. SEE TRENCH RESTORATION DETAILS.

GENERAL NOTES:

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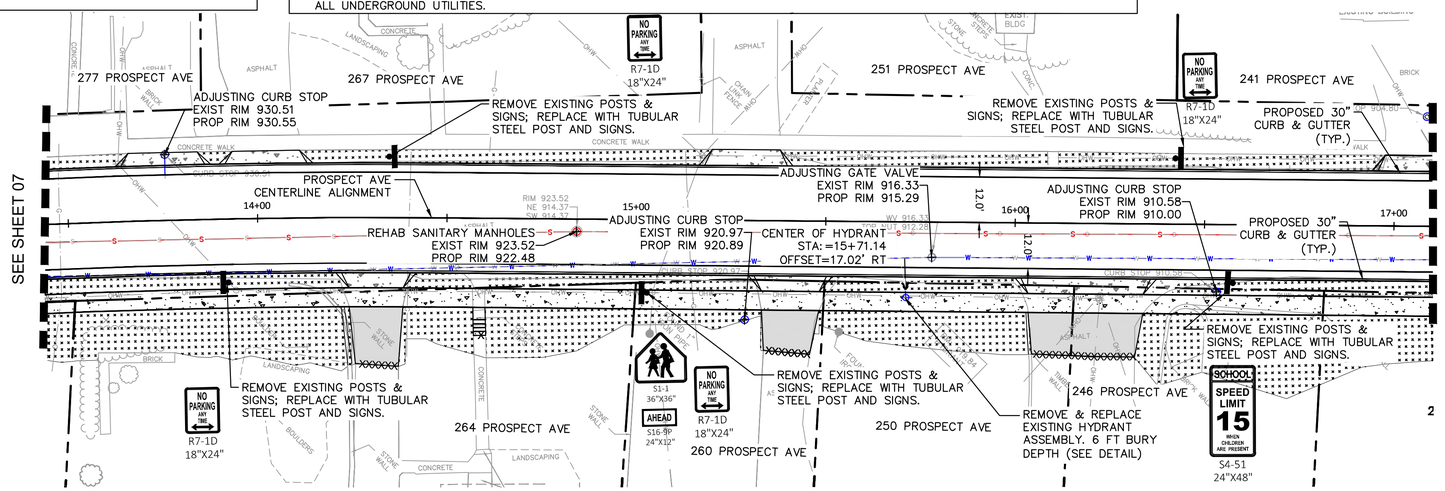
5. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESSIBILITY TO ALL LOCAL BUSINESSES AND RESIDENCES DURING THE CONSTRUCTION PROCESS EXCEPT DURING THE PAVING AND PAVEMENT CURING PROCESS.

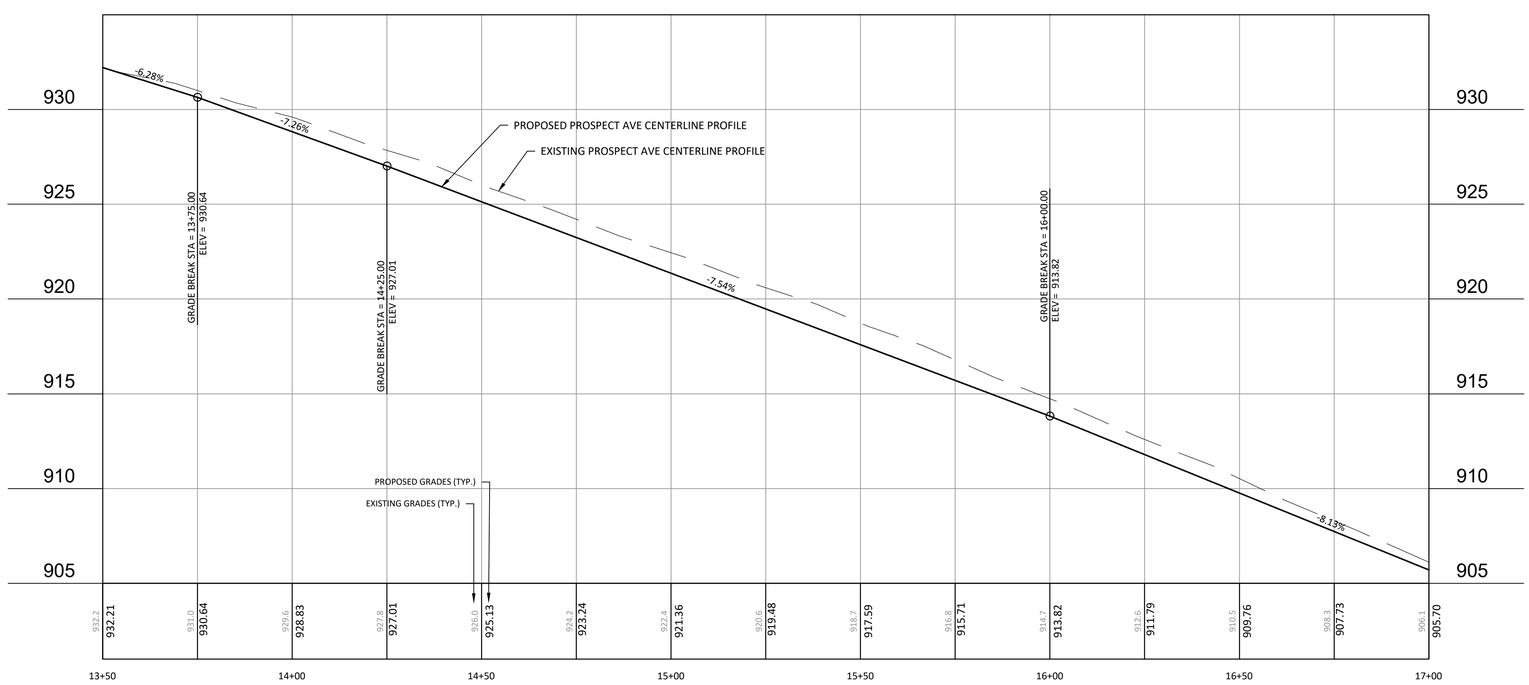
LEGEND

- 5" CONCRETE SIDEWALK
- 7" CONCRETE DRIVEWAY APRON
- SAW CUT (FULL DEPTH)
- 4" TOPSOIL & HYDROSEED
- INLET PROTECTION TYPE C

N

0 20 40
GRAPHIC SCALE
Feet





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(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE
PLAN & PROFILE

DRAFT
NOT FOR CONSTRUCTION

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R.A. Smith, Inc.

DATE: 06/23/26
SCALE: 1" = 20'
JOB NO. 2268110
PROJECT MANAGER: JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS

SHEET NUMBER
08

STORM SEWER NOTES:

1. ALL UTILITY EXCAVATIONS SHALL BE BACKFILLED WITH CRUSHED GRAVEL AND MECHANICALLY COMPACTED UNLESS OTHERWISE NOTED.
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4. SEE TRENCH RESTORATION DETAILS.

GENERAL NOTES:

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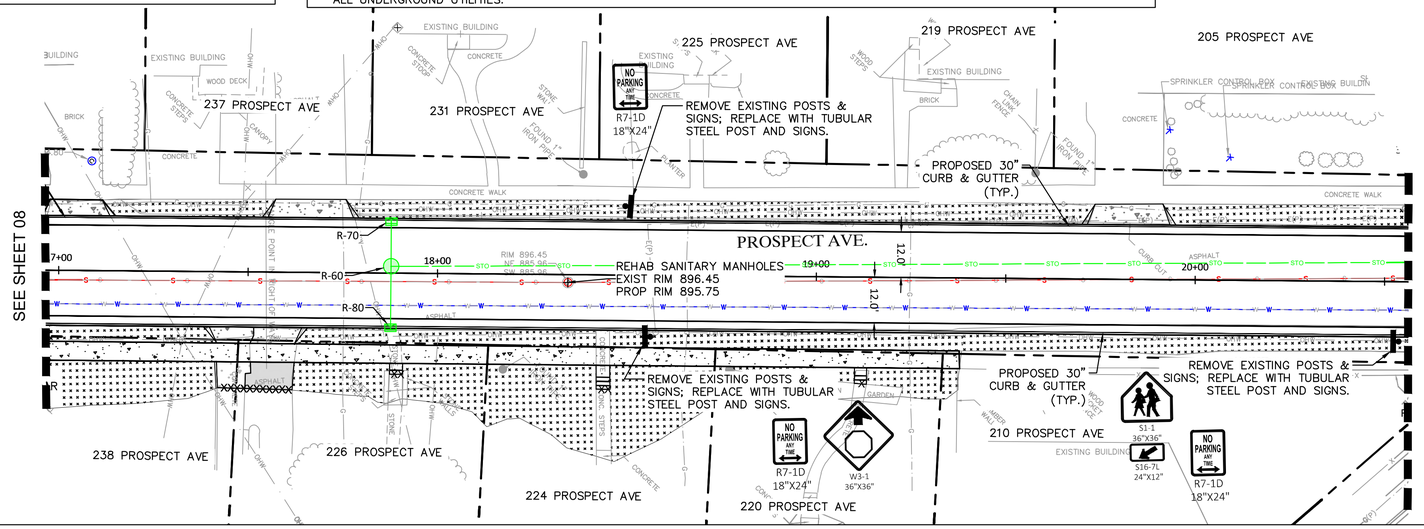
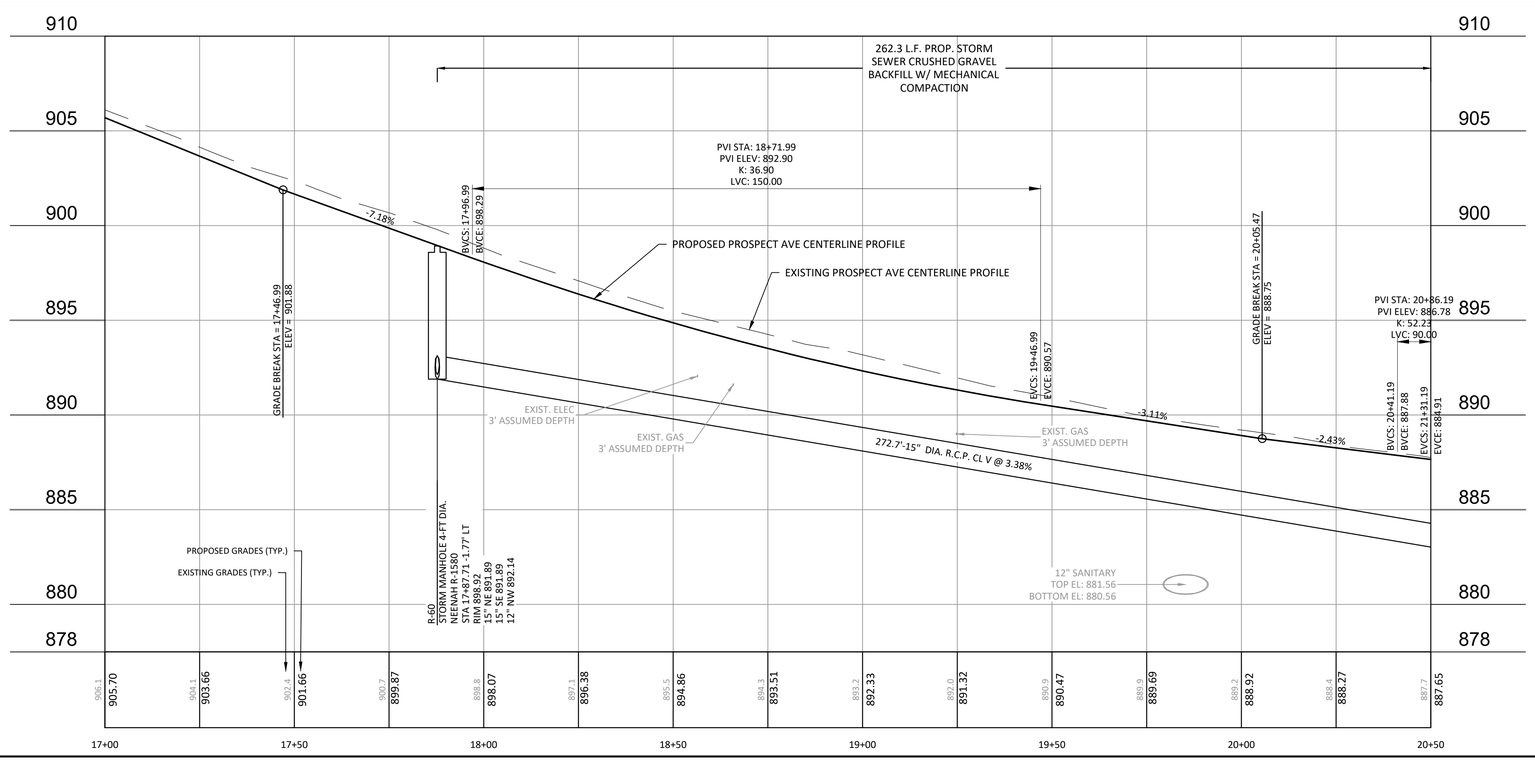
LEGEND

- 5" CONCRETE SIDEWALK
- 7" CONCRETE DRIVEWAY APRON
- SAW CUT (FULL DEPTH)
- 4" TOPSOIL & HYDROSEED
- INLET PROTECTION TYPE C

N

0 20 40
GRAPHIC SCALE
Feet





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16745 W. Bluemound Road
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(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE
PLAN & PROFILE

DRAFT
NOT FOR CONSTRUCTION

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R.A. Smith, Inc.

DATE: 06/23/26
SCALE: 1" = 20'
JOB NO. 2268110
PROJECT MANAGER: JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS

SHEET NUMBER
09

GENERAL NOTES:

1. CONTRACTOR SHALL PROVIDE EROSION CONTROL FACILITIES IN ACCORDANCE WITH THE MUNICIPALITY EROSION CONTROL ORDINANCE AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
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LEGEND

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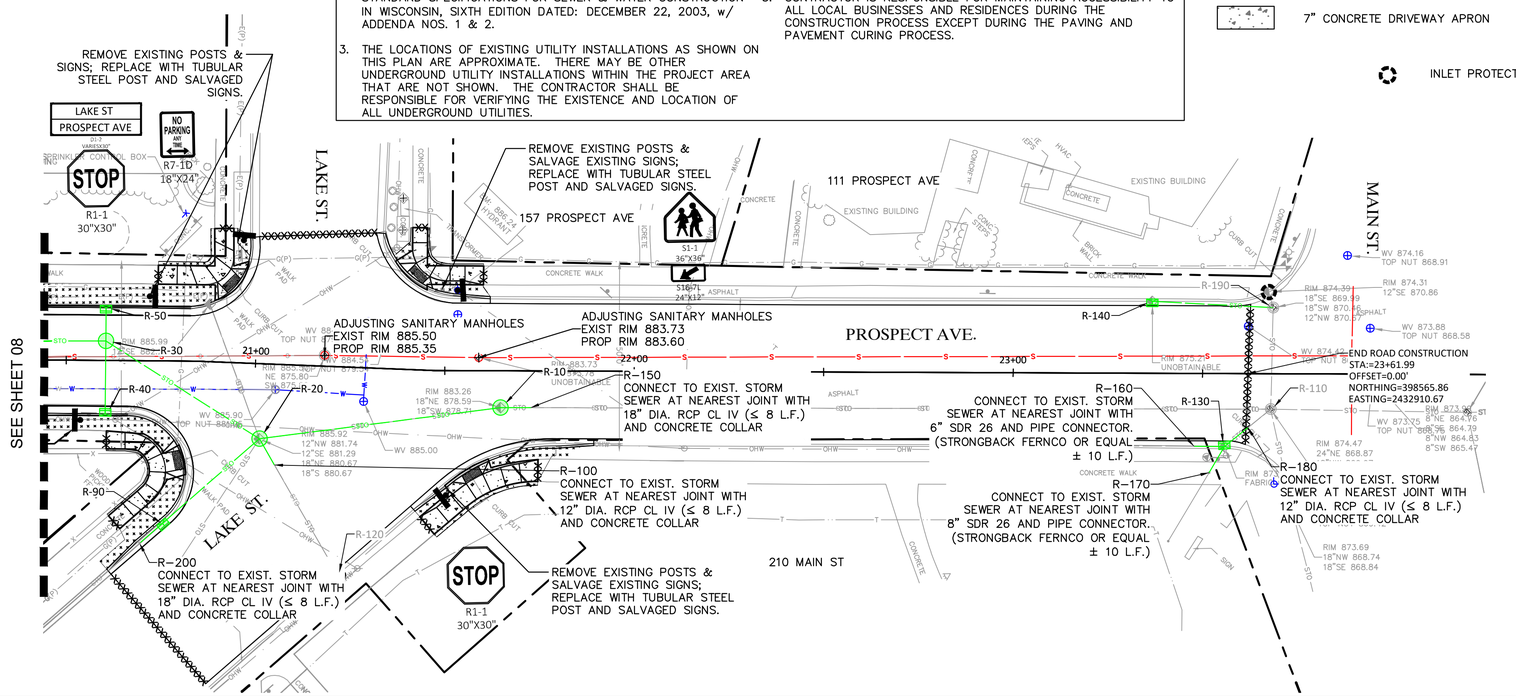
- 7" CONCRETE DRIVEWAY APRON
- SAW CUT (FULL DEPTH)
- 4" TOPSOIL & HYDROSEED
- INLET PROTECTION TYPE C

GRAPHIC SCALE Feet: 0, 20, 40



STORM SEWER NOTES:

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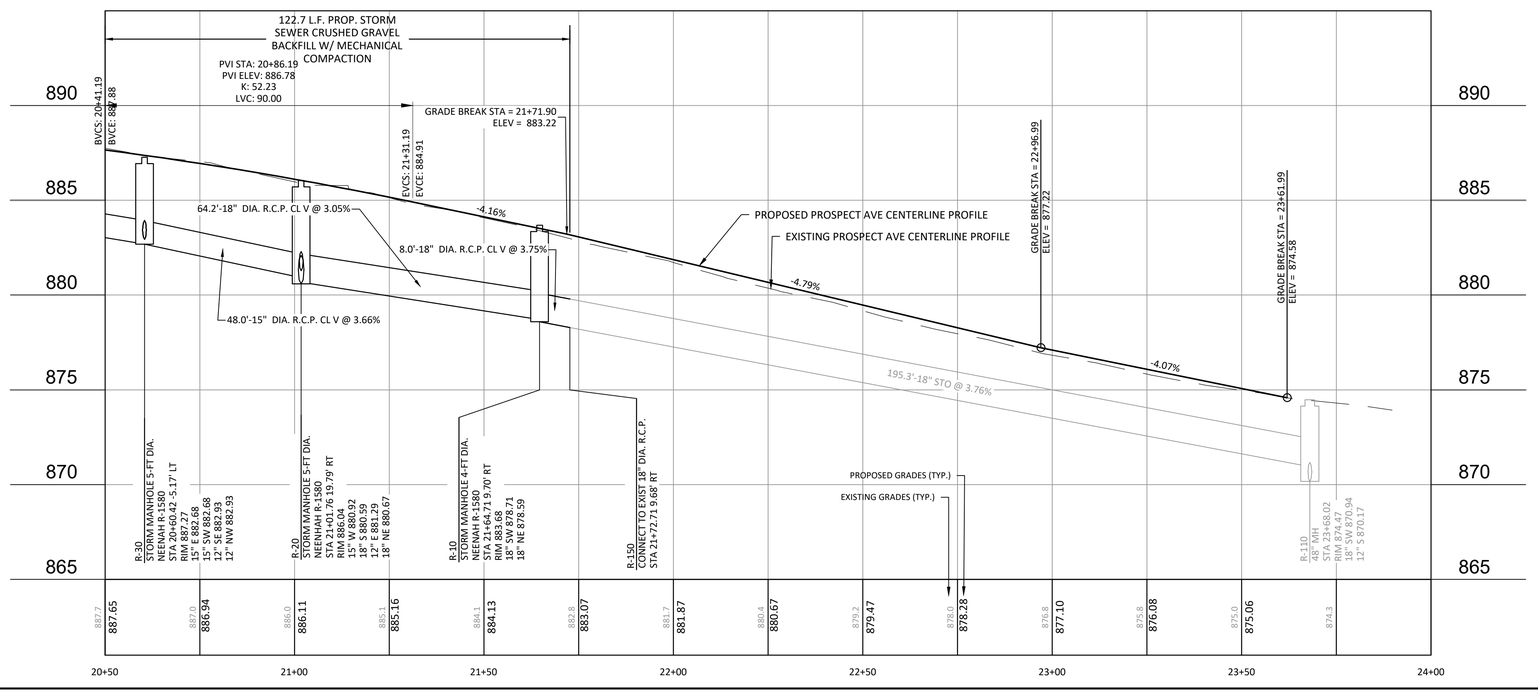
4. SEE TRENCH RESTORATION DETAILS.



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rasmith.com
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Cedarburg, WI | Naperville, IL | Irvine, CA

PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE PLAN & PROFILE

DRAFT
NOT FOR CONSTRUCTION

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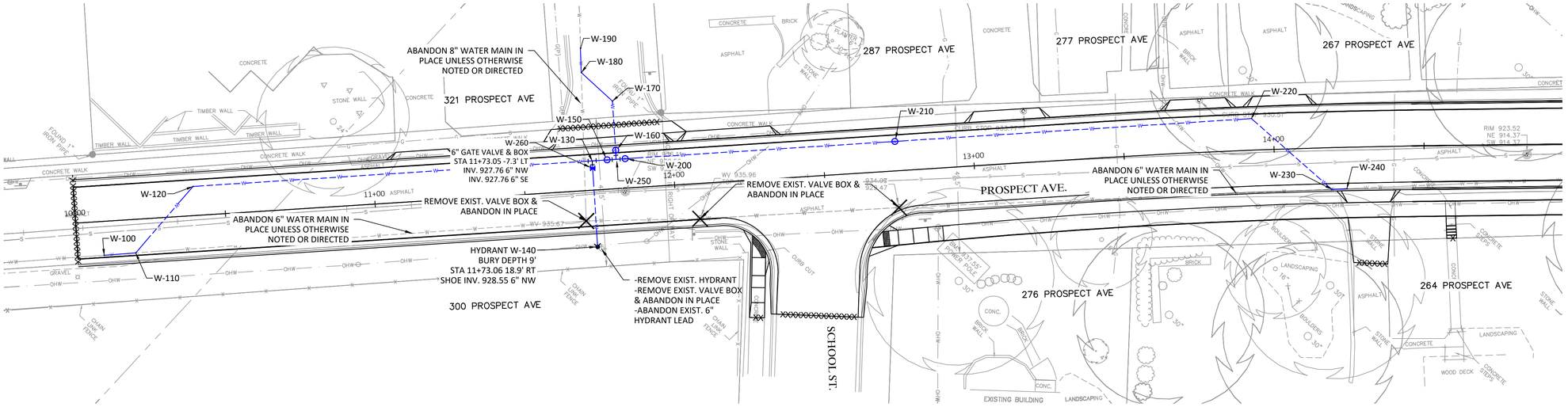
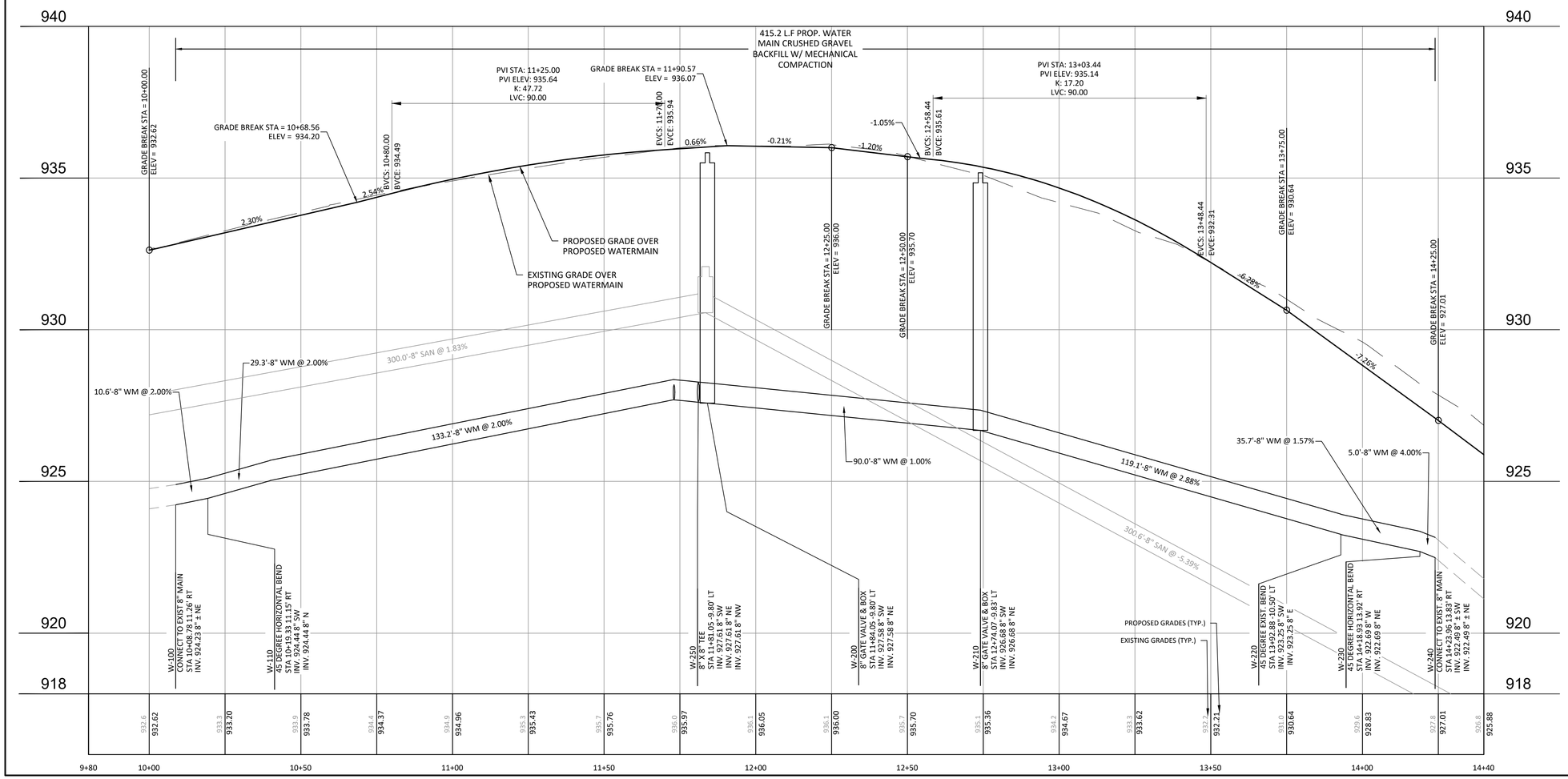
R.A. Smith, Inc.

DATE: 06/23/26
SCALE: 1" = 20'
JOB NO. 2268110
PROJECT MANAGER: JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS

SHEET NUMBER
10





0 20 40
GRAPHIC SCALE
Feet

DATE	DESCRIPTION
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rasmith.com
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Cedarburg, WI | Naperville, IL | Irvine, CA

PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE
WATER MAIN PLAN & PROFILE

DRAFT
NOT FOR CONSTRUCTION

811
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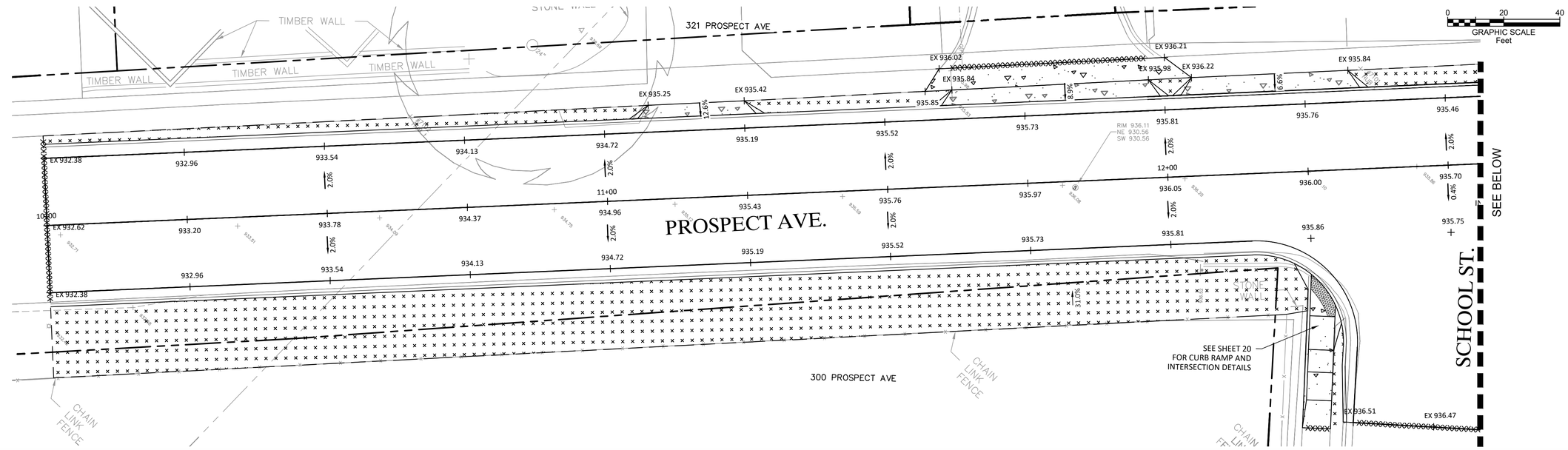
R.A. Smith, Inc.

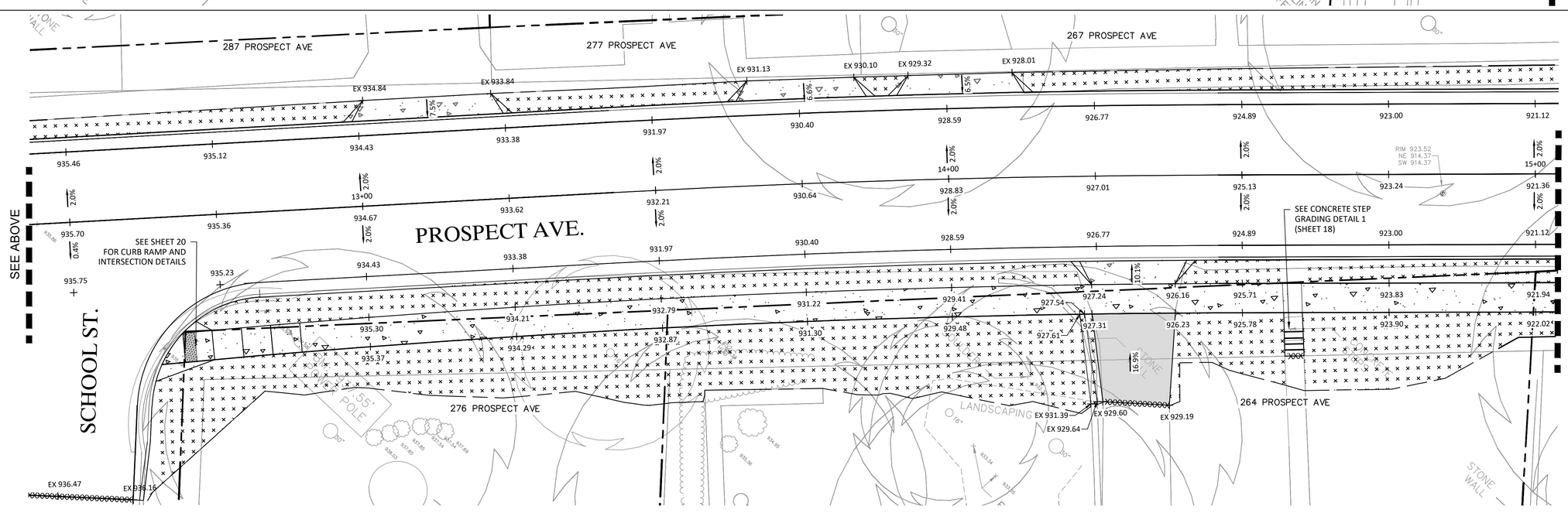
DATE: 06/23/26
SCALE: 1" = 20'
JOB NO. 2268110
PROJECT MANAGER: JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS

SHEET NUMBER
13

LEGEND

- 5" CONCRETE SIDEWALK
- 7" CONCRETE DRIVEWAY APRON
- 4" TOPSOIL & HYDROSEED
- 130.00 × — PROPOSED SPOT ELEVATION (FINISHED SURFACE)
- EX 130.00 × — EXISTING SPOT ELEVATION





DATE	DESCRIPTION

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PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

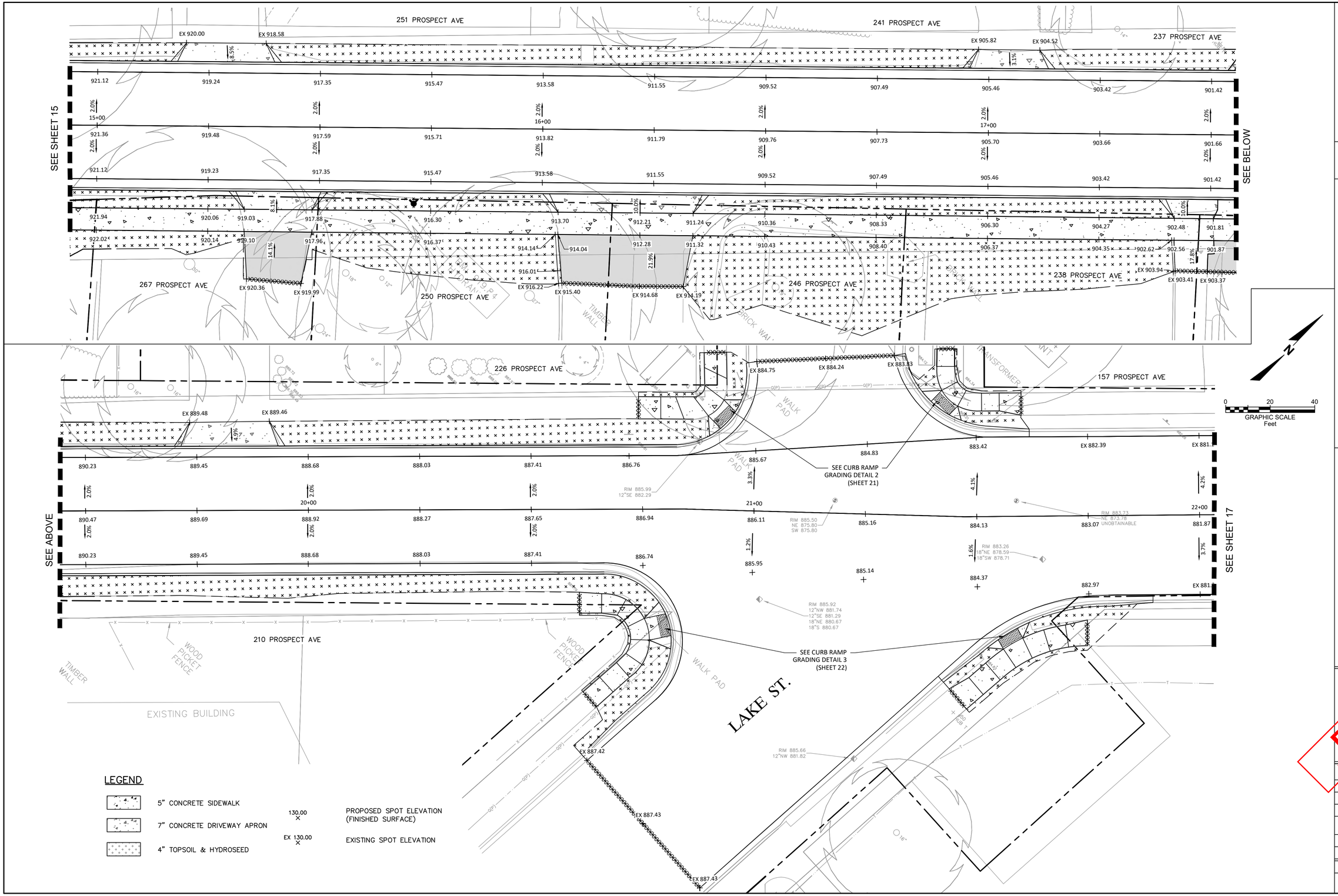
PROPSECT AVE GRADING PLAN

DRAFT
NOT FOR CONSTRUCTION

© COPYRIGHT 2026
R.A. Smith, Inc.

DATE: 06/23/26
SCALE: 1" = 10'
JOB NO. 2268110
PROJECT MANAGER: JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS

SHEET NUMBER
15



DATE	DESCRIPTION
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PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE GRADING PLAN

DRAFT
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DATE: 06/23/26
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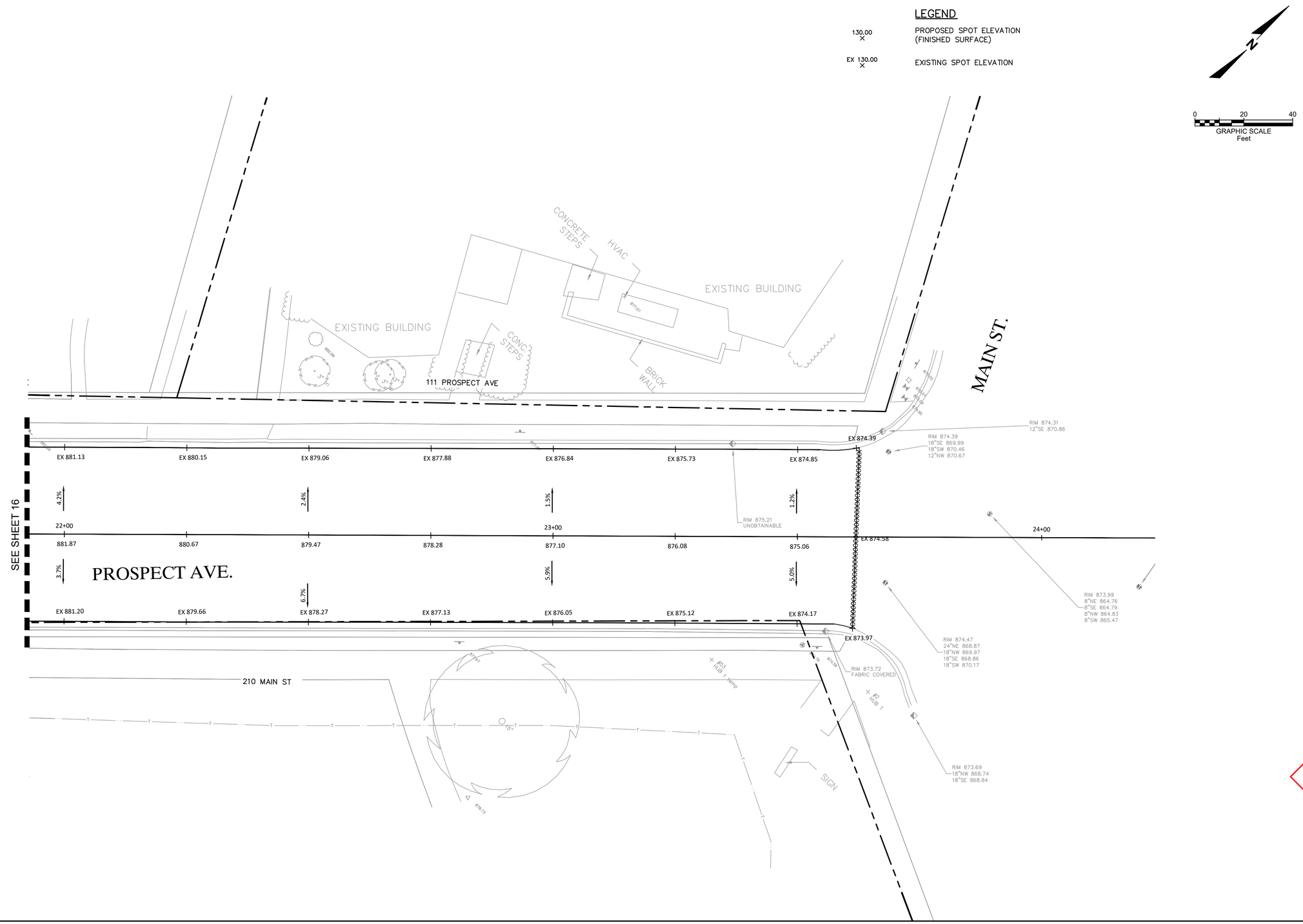
JOB NO. 2268110
PROJECT MANAGER: JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS

SHEET NUMBER
16



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DESIGNED BY: AJH
CHECKED BY: JWS

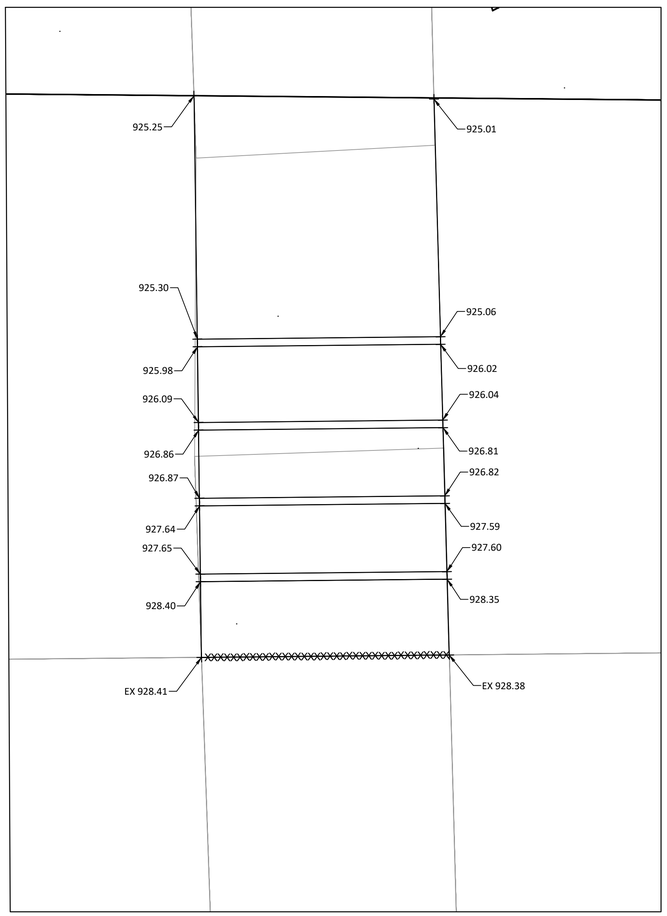
SHEET NUMBER
17

LEGEND

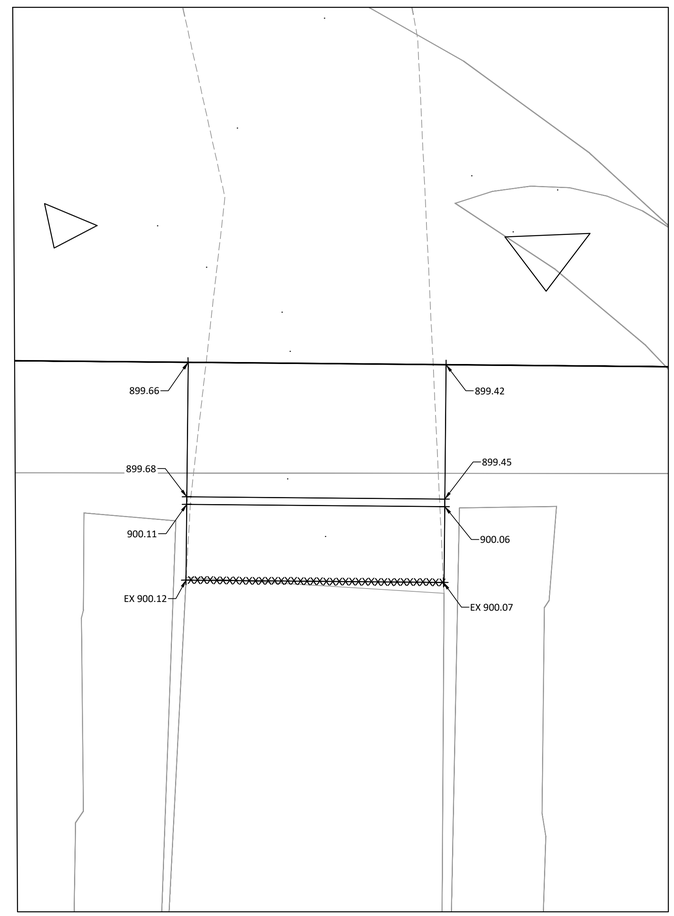
130.00 ×	PROPOSED SPOT ELEVATION (FINISHED SURFACE)
EX 130.00 ×	EXISTING SPOT ELEVATION

N

0 20 40
GRAPHIC SCALE
Feet



CONCRETE STEPS GRADING DETAIL 1
(ACCESS WALK FROM 267 PROSPECT AVE)



CONCRETE STEPS GRADING DETAIL 2
(ACCESS WALK FROM 226 PROSPECT AVE)

DATE	DESCRIPTION
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PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE
GRADING PLAN
CONCRETE STEPS DETAIL

DRAFT
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R.A. Smith, Inc.

DATE: 06/23/26
SCALE: 1" = 1'
JOB NO. 2268110
PROJECT MANAGER:
JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS

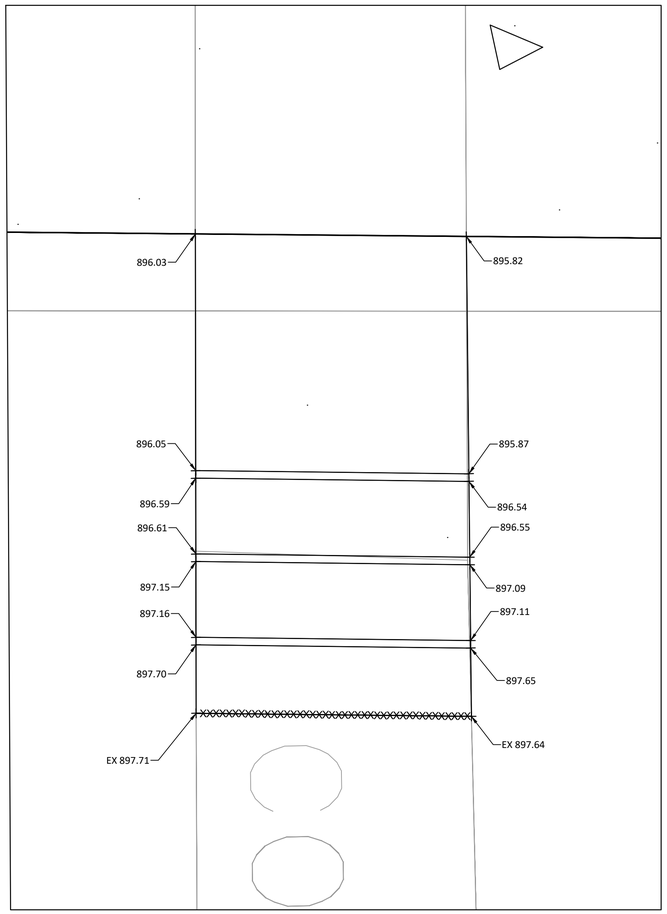
SHEET NUMBER
18

LEGEND

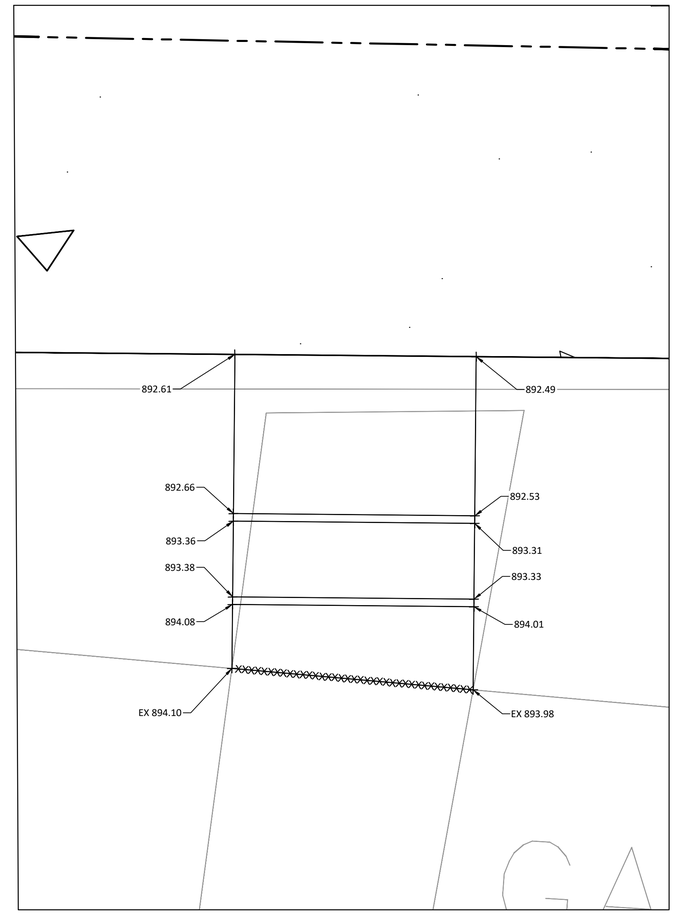
130.00 ×	PROPOSED SPOT ELEVATION (FINISHED SURFACE)
EX 130.00 ×	EXISTING SPOT ELEVATION

N

0 20 40
GRAPHIC SCALE
Feet



CONCRETE STEPS GRADING DETAIL 3
(ACCESS WALK FROM 224 PROSPECT AVE)



CONCRETE STEPS GRADING DETAIL 4
(ACCESS WALK FROM 220 PROSPECT AVE)

DATE	DESCRIPTION
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----	PROSPECT AVE
----	GRADING PLAN--
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raSmith
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(262) 781-1000
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PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE
GRADING PLAN
CONCRETE STEPS DETAIL

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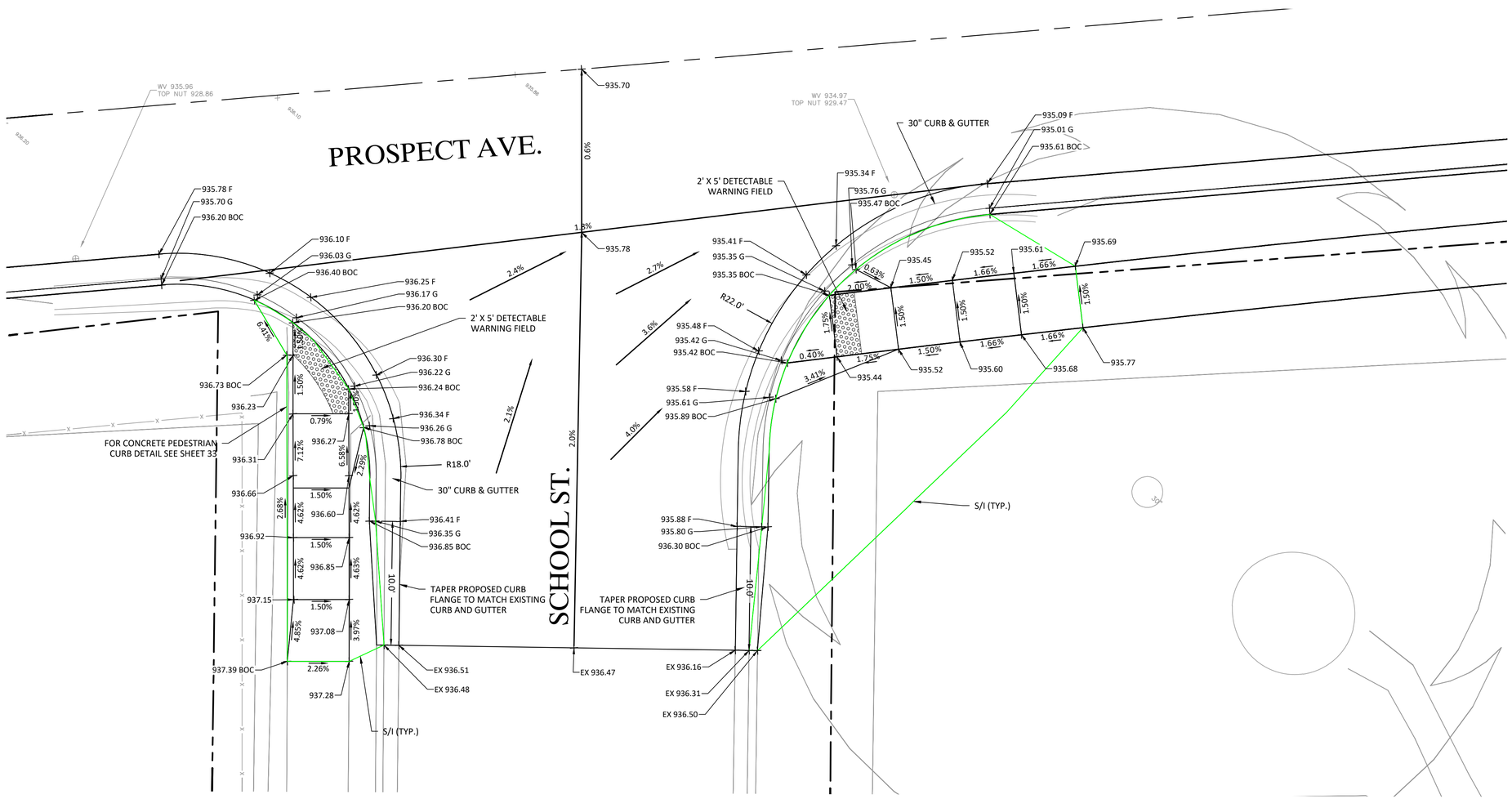
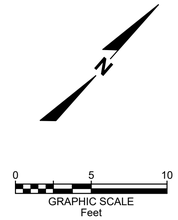
SHEET NUMBER
19



CONCRETE CURB RAMP GRADING DETAIL 1

(SOUTH SCHOOL ST AND PROSPECT AVE INTERSECTION)



NOTES

1. GRADES SHOWN TO DEMONSTRATE DESIGN INTENT

2. UNLESS OTHERWISE SHOWN, ACCESSIBLE PEDESTRIAN ROUTES SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% AND A MAXIMUM RUNNING SLOPE OF 5%

3. CONSTRUCTOR TO DETERMINE EXACT JOINT LOCATIONS

4. ALL SAW CUTS SHOULD BE MADE TO THE NEAREST JOINT ALONG CURB AND GUTTER AND SIDEWALK, UNLESS OTHERWISE NOTED OR AS DIRECTED IN THE FIELD

LEGEND

XXX.XX	PROPOSED SPOT GRADE
EX XXX.XX	EXISTING SPOT GRADE
XXX.XX F	PROPOSED FLANGE SPOT GRADE
XXX.XX G	PROPOSED GUTTER SPOT GRADE
XXX.XX BOC	PROPOSED BACK OF CURB SPOT GRADE
1.5%	PROPOSED SLOPE/FLOW DIRECTION
	PROPOSED CONCRETE SIDEWALK 4-INCH
	PROPOSED DETECTABLE WARNING FIELD

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PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE
CURB RAMP DETAILS

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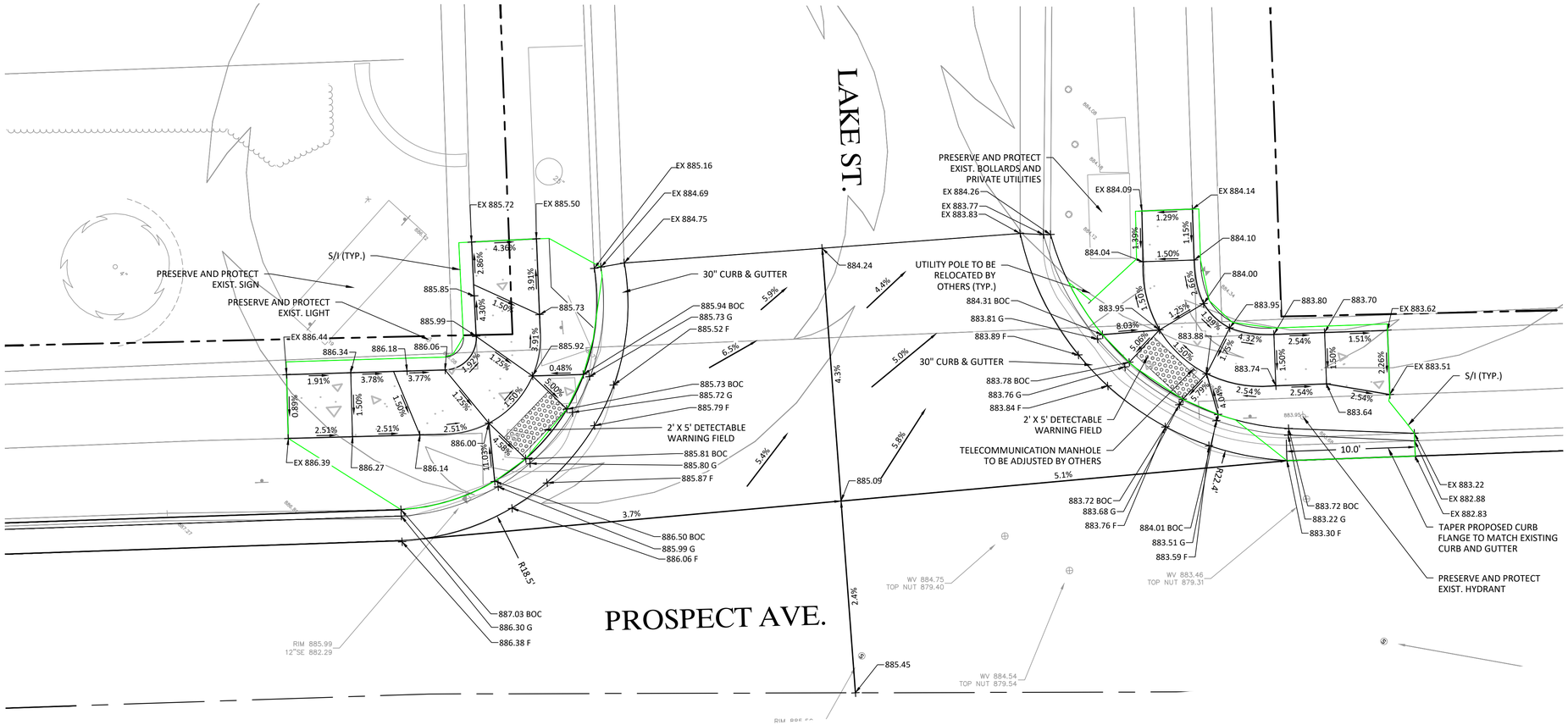
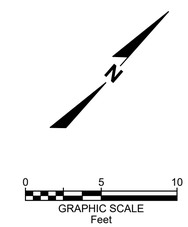
SHEET NUMBER
20





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CONCRETE CURB RAMP GRADING DETAIL 2
(NORTH LAKE ST AND PROSPECT AVE INTERSECTION)

LEGEND

XXX.XX	PROPOSED SPOT GRADE
EX XXX.XX	EXISTING SPOT GRADE
XXX.XX F	PROPOSED FLANGE SPOT GRADE
XXX.XX G	PROPOSED GUTTER SPOT GRADE
XXX.XX BOC	PROPOSED BACK OF CURB SPOT GRADE
1.5%	PROPOSED SLOPE/FLOW DIRECTION
	PROPOSED CONCRETE SIDEWALK 4–INCH
	PROPOSED DETECTABLE WARNING FIELD

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VILLAGE OF PEWAUKEE

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CURB RAMP DETAILS

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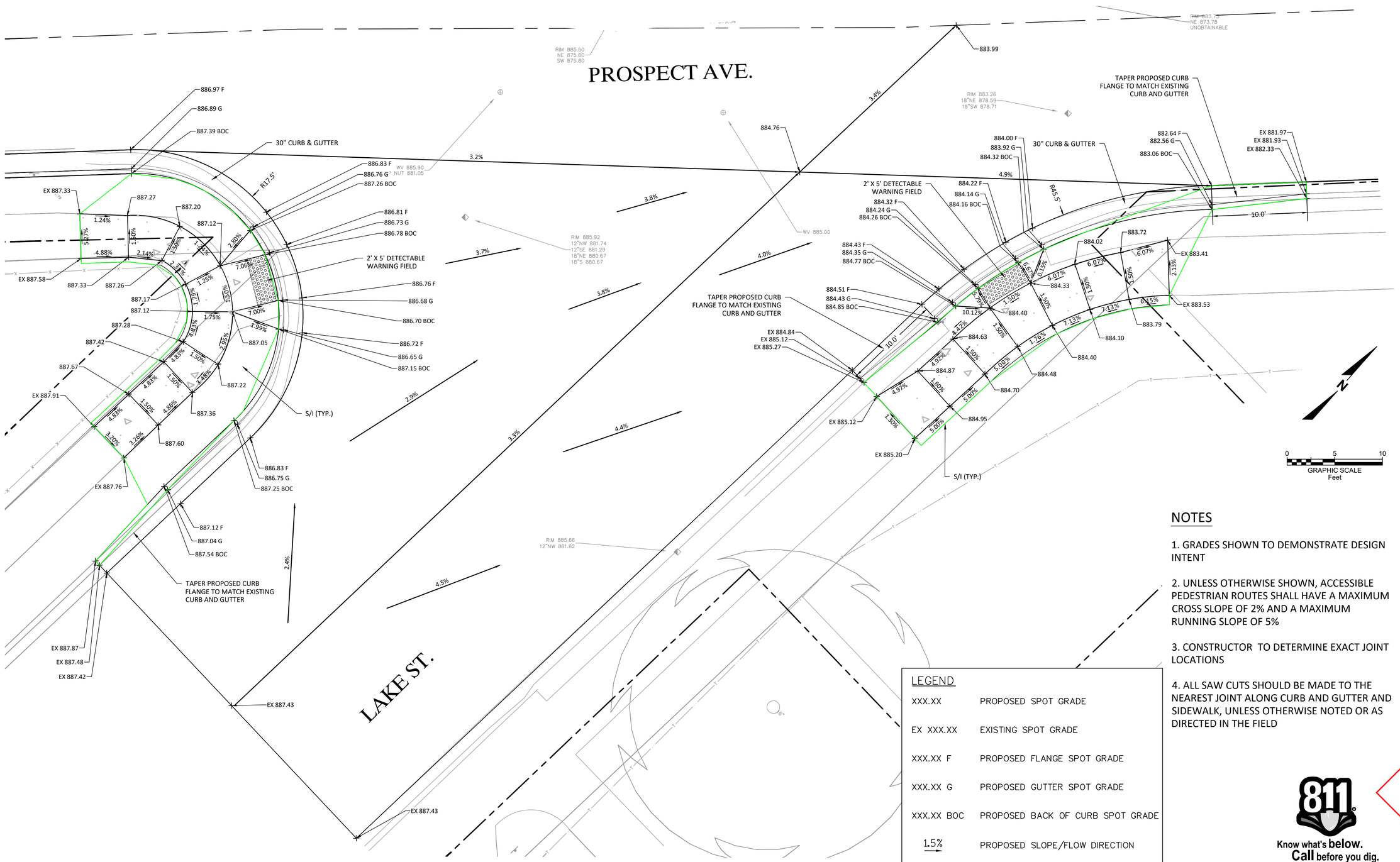
CHECKED BY: JWS

SHEET NUMBER
21



CONCRETE CURB RAMP GRADING DETAIL 3

(SOUTH LAKE ST AND PROSPECT AVE INTERSECTION)

NOTES

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2. UNLESS OTHERWISE SHOWN, ACCESSIBLE PEDESTRIAN ROUTES SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% AND A MAXIMUM RUNNING SLOPE OF 5%

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LEGEND

XXX.XX	PROPOSED SPOT GRADE
EX XXX.XX	EXISTING SPOT GRADE
XXX.XX F	PROPOSED FLANGE SPOT GRADE
XXX.XX G	PROPOSED GUTTER SPOT GRADE
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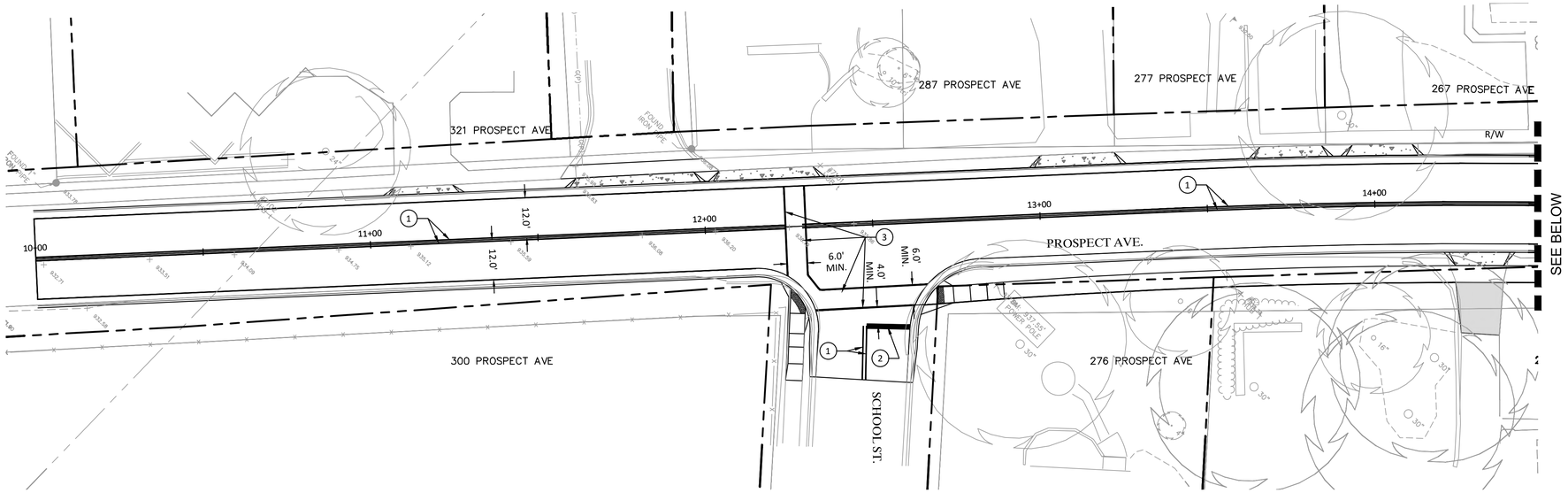
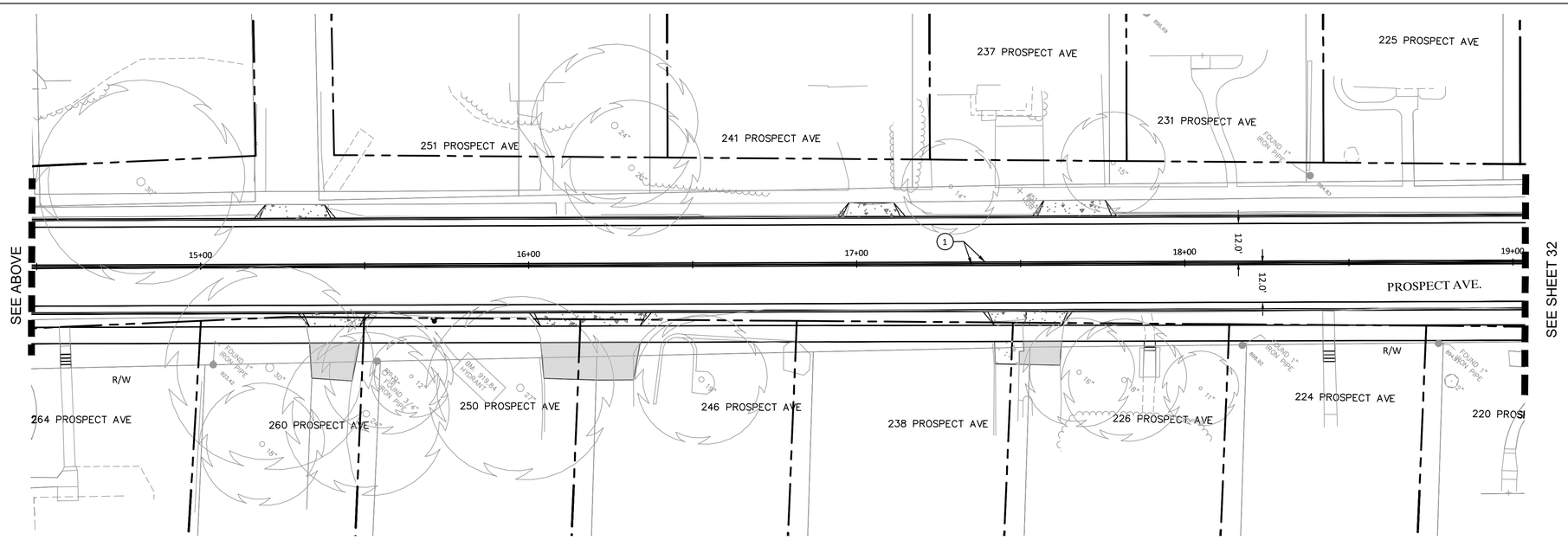
CHECKED BY: JWS

SHEET NUMBER
22

PAVEMENT MARKING LEGEND

1. MARKING LINE EPOXY, 4–INCH (DOUBLE YELLOW)
2. MARKING STOP LINE EPOXY, 18–INCH (WHITE)
3. MARKING CROSSWALK EPOXY TRANSVERSE LINE, 6–INCH (WHITE)





DATE	DESCRIPTION

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PROSPECT AVE
PAVEMENT MARKING PLAN

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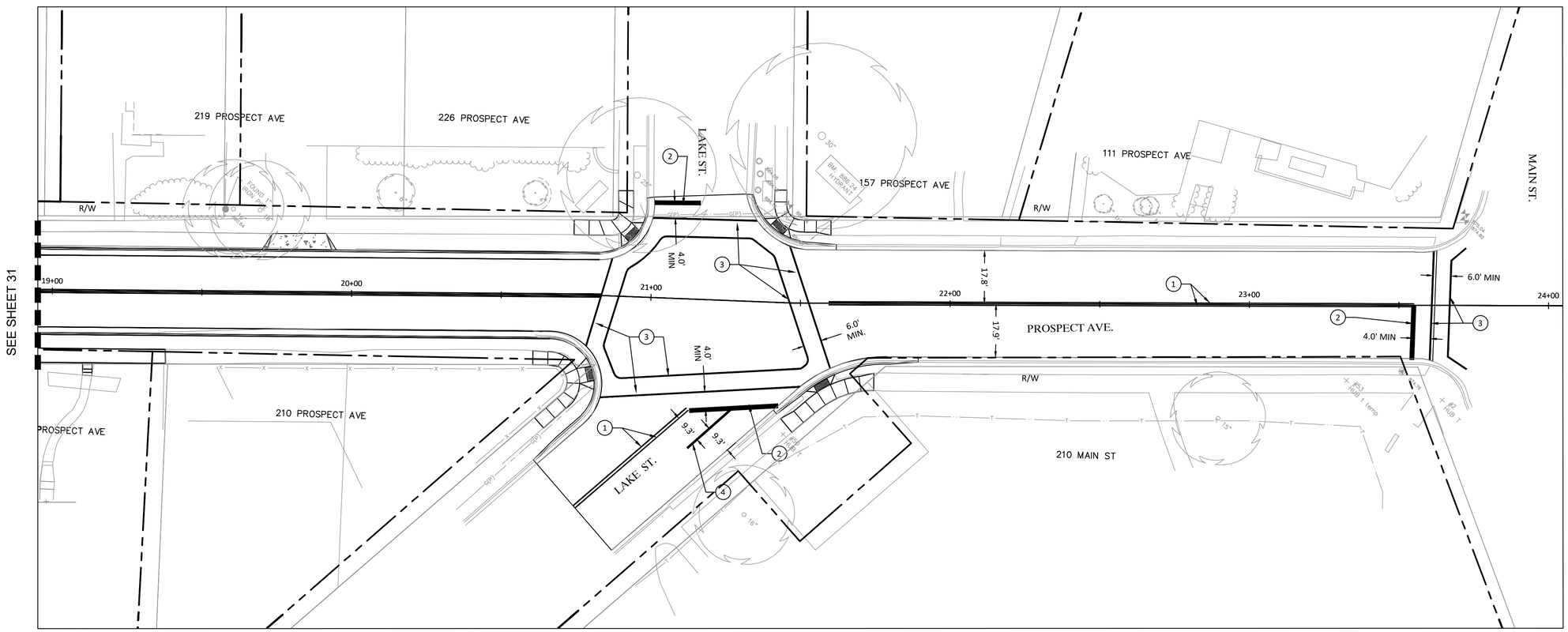
SCALE: 1" = 20'
JOB NO. 2268110
PROJECT MANAGER: JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS

SHEET NUMBER
31

PAVEMENT MARKING LEGEND

1. MARKING LINE EPOXY, 4–INCH (DOUBLE YELLOW)
2. MARKING STOP LINE EPOXY, 18–INCH (WHITE)
3. MARKING CROSSWALK EPOXY TRANSVERSE LINE, 6–INCH (WHITE)
4. MARKING LINE EPOXY, 8–INCH (WHITE)



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VILLAGE OF PEWAUKEE

PROSPECT AVE
PAVEMENT MARKING PLAN

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DESIGNED BY: AJH
CHECKED BY: JWS

SHEET NUMBER
32

PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

July 23, 2026

Resident Survey to properties within project limits

Re: 2027 Street Reconstruction - Prospect Avenue – Main Street to 250 feet southwesterly of School Street, Village of Pewaukee

The installation of new sidewalk is being contemplated on the southeasterly side of Prospect Avenue from 220 Prospect Avenue to 270 Prospect Avenue within the Village right of way.

Name: _____

Address: _____

Are you in favor of adding sidewalk from 220 Prospect Ave to 270 Prospect Ave? YES or NO

Return survey within enclosed envelope, or email to dbuechl@VillageofPewaukeewi.gov, or deliver to 1000 Hickory Street

PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Public Works and Safety Committee Members

CC: Matt Heiser, Village Administrator

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

Date: July 20, 2026

Re: August 4, 2026 Public Works and Safety Committee Agenda item 5(b).
Review, discussion and possible recommendation on a design proposal from RA Smith for the 2027 street project on Richmond Drive.

BACKGROUND

The Village completes an annual Street and Utility Improvement program to address projects listed in the Village's 5-year Capital Improvement program. The utility and street reconstruction of Richmond Drive is planned for 2027. The exact length to be reconstructed will be determined after cost estimates are completed and how the estimates compare to proposed budgets.

Richmond Drive (from Main Street to Lake Street which is approximately 1,500 feet): asphalt pavement removal and replacement (current pavement ratings = 3 and 4 – see foot note 1); addition of concrete curb and gutter to replace asphalt curb and gutter; existing water main 6 inch cast iron from 1935;

ACTION REQUESTED

The action requested of the Public Works and Safety Committee is to recommend approval of the survey, design and bidding services proposal from R.A. Smith, of Brookfield, Wisconsin, for the time and materials estimated amount of $109,015.00.

ANALYSIS

The scope of services is listed in the attached proposal. The scope has been reviewed and appears to be reasonable to accomplish the survey, design, and bidding needed for the project.

After drawings and final cost estimates are completed and budgets reviewed to finalize the projects to be bid, the drawings will be sent to the utility companies to assess for utility relocations. The estimated date for bidding will be early 2027 and construction start in early spring.

In 2025, there was one water main break on this section of street.

There are three lots who don't who don't have double frontage with Main Street along this project, and don't have sidewalk on the north side of Richmond Drive. Adding sidewalk in front of these first three lots located east of the library is an option that can be evaluated.

Currently, parking exists on both sides of the street. After reviewing the proposed driving lane widths, and typical parking lane widths, only parking on one side of the street may be possible after the street is reconstructed. This issue will need to be brought to the Public Works and Safety Commission.

I recommend the Public Works and Safety Committee recommend approval of the attached survey, design and bidding services proposal dated July 13, 2026 from R.A. Smith, of Brookfield, Wisconsin, for the time and materials estimated amount of $109,015.00. R.A. Smith has successfully completed other similar projects.

Attachments

*note 1: pavement ratings are determined on a scale of 1-10 through contract with Ayres Associates every 2 years; 1-poor and 10-new construction

raSmith
CREATIVITY BEYOND ENGINEERING

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

July 13, 2026

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
Richmond Drive 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 Richmond Drive 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 Richmond Drive from Lake Street to Main Street approximately 1,500 feet in length. The intent of the project is to reconstruct the existing urban section of Richmond Drive consisting of a combination of existing asphalt and concrete curb and gutter; to an urban section with asphaltic concrete pavement and 30” concrete curb and gutter. The project will include full depth pavement and base course replacement, subgrade improvements, concrete curb and gutter and driveway construction, sidewalk spot replacements with a potential sidewalk extension on the north side of Richmond Drive from approximately 243 Richmond Drive to Main Street, storm sewer construction and rehabilitations, water main relay, and sanitary sewer improvements and manhole adjustments.

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

Scope of Services

A. Richmond Drive from Lake Street to Main Street (approximately 1,500 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 and locate front property corners if they can be found. raSmith will compute and draft the right-of-way from existing surveys and field evidence. 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 asphaltic concrete pavement and 30-inch concrete curb and gutter that measures 32-feet in width from each curb face. Plans will include cross sections every 25 feet and at driveways. Included in the design are: relaying/upsizing of the existing water main, proposed storm sewer, and sanitary sewer and structure repairs and CIPP sewer lining as necessary.

3. Preparing typical sections for the roadway with agreed upon travel lane widths and on-street parking based on input from the Village of Pewaukee Public Works Committee.

4. Inspection of sanitary sewer structures to determine repair, rehabilitation, and replacement.

5. Identify various sidewalk spot repair locations in plans and adding appropriate bid items.

6. Village staff will acquire and/or provide sanitary sewer and storm sewer televising information for our review. Upon completion of the televising review, we will provide recommendations for spot repairs and rehabilitations of sanitary sewer appurtenances and/or proposed sanitary CIPP lining.

7. Add notes to plans and bid items for spot repair and rehabilitations of existing sanitary sewer appurtenances.

8. Prepare plans for the replacement and relaying of the existing 6-inch water main to 8-inch PVC water main in Richmond Drive from Lake Street to Main Street, including new valves, hydrants, and water services.

9. Prepare and submit all necessary WDNR approval documents, including coordinating and performing a hydrant flow test with Village staff.

10. Removal and replacement of the existing storm sewer within Richmond Drive and any necessary connections with existing storm sewer, including hydrologic analysis and storm sewer design/sizing.

B. 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 any necessary utility pole relocations as required to complete 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 meeting at 90% and Final Design.

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

5. Anticipated Plan Deliverables

   i. Cover Sheet
   ii. Typical Sections (Existing and Proposed)
   iii. Water Main Relay Plan and Profile: Richmond Drive – Lake Street to Main Street
   iv. Storm Sewer Plan and Profile: Richmond Drive – Lake Street to Main Street
   v. Manhole Layout Details
   vi. Removal Plan: Richmond Drive – Lake Street to Main Street
   vii. Roadway Plan and Profile: Richmond Drive – Lake Street to Main Street
   viii. Grading Plan: Richmond Drive – Lake Street to Main Street
   ix. Cross Sections: Richmond Drive – Lake Street to Main Street
   x. Pavement Marking Plan: Richmond Drive – Lake Street to Main Street
   xi. Curb Ramp Details

xii. Traffic Control Plans
xiii. Detour plans
xiv. Details

Services Not Included

A. Geotechnical Investigations: soil borings and marking, survey or locating of borings

B. Easement surveys, descriptions, and exhibits.

C. Easement coordination and meetings in the field with property owners.

D. Stormwater Management/Permitting is not anticipated for this project as it's exempt due to its size and existing urban drainage per Chapter NR 151.

Project Schedule

The intent is to have the project surveyed and designed in the fall 2026/winter 2027 with the design completed by and bidding anticipated to occur in February 2027, with construction to occur during the 2027 construction season. This proposed bidding and construction schedule is subject to change and dependent on the schedules of both the Prospect Avenue Reconstruction Project and W. Wisconsin Avenue Street & Utilities Rehabilitation Project.

Professional Fees

The above services will be provided on an hourly time-and-expense basis with an estimated cost not to exceed: **$109,015.00**

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 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.
Project Manager

Enclosures: Professional Services Agreement – Contract

bth:H:\Pewaukee-V\Proposals\2026\Richmond Drive Reconstruction Project\Parts\EP 260713 Buechl_Richmond Drive Reconstruction Project.docx

raSmith

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between Village of Pewaukee ("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:

Village of Pewaukee Richmond Drive Reconstruction Project ("Project").

Professional's services under this Agreement are generally identified as follows:

as specified within the Project Understanding and Scope of Services in the attached Proposal Letter ("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:

1. 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:

1) 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:

1. 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;

3. 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: Village of Pewaukee Richmond Drive Reconstruction Project

Client: Village of Pewaukee

By: _____

Print name: _____

Title: _____

Date Signed: _____

Address for Client's receipt of notices:

Village of Pewaukee

235 Hickory Street

Pewaukee, WI 53072

Client's Phone: (262) 691-5694

Client's Email: dbuechl@villageofpewaukeewi.gov

Professional: R. A. Smith, Inc.

By: _____

Print name: Jacob Scholbe, P.E.

Title: Project Manager

Date Signed: _____

Address for Professional's receipt of notices:

R.A. Smith, Inc.

16745 West Bluemound Road

Brookfield, WI 53005

Professional's Phone: (262) 317-3360

Professional's Email: jake.scholbe@rasmith.com

PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Public Works and Safety Committee Members

CC: Matt Heiser, Village Administrator

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

Date: July 20, 2026

Re: August 4, 2026 Public Works and Safety Committee Agenda item 5(c):
Review, discussion and possible recommendation regarding a design proposal from RA Smtih for the 2027 street project on West Wisconsin Avenue from Glacier Road to Village limits.

BACKGROUND

The Village completes an annual Street and Utility Improvement program to address projects listed in the Village's 5-year Capital Improvement program. The utility and street reconstruction of Richmond Drive is planned for 2027. The exact length to be reconstructed will be determined after cost estimates are completed and how the estimates compare to proposed budgets.

W. Wisconsin Avenue (from Glacier Road to Village limits which is approximately 1,300 feet): asphalt pavement removal and replacement (current pavement ratings = 4 and 7 – see foot note 1); water main is 6 inch diameter cast iron from 1967;

ACTION REQUESTED

The action requested of the Public Works and Safety Committee is to recommend approval of the survey, design and bidding services proposal from R.A. Smith, of Brookfield, Wisconsin, for the time and materials estimated amount of $56,380.00.

ANALYSIS

The scope of services is listed in the attached proposal. The scope has been reviewed and appears to be reasonable to accomplish the survey, design, and bidding needed for the project.

After drawings and final cost estimates are completed and budgets reviewed to finalize the projects to be bid, the drawings will be sent to the utility companies to assess for utility relocations. The estimated date for bidding will be early 2027 and construction start in early spring.

Two water main breaks have occurred within the last 1 year on this section of street so relaying the water main is a high priority.

I recommend the PW&SC recommend approval of the attached survey, design and bidding services proposal dated July 13, 2026 from R.A. Smith, of Brookfield, Wisconsin, for the time and materials estimated amount of $56,380.00. R.A. Smith has successfully completed other similar projects.

Attachments
*note 1: pavement ratings are determined on a scale of 1-10 through contract with Ayres Associates every 2 years; 1-poor and 10-new construction

raSmith
CREATIVITY BEYOND ENGINEERING

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

July 13, 2026

Mr. Dave Buechl
Director of Public Works/Village Engineer
Village of Pewaukee
1000 Hickory Street
Pewaukee, WI 53072
dbuechl@villageofpewaukeewi.gov

Re: Proposal for Professional Services
W. Wisconsin Avenue Street & Utilities Rehabilitation 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 W. Wisconsin Avenue Street & Utilities Rehabilitation 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 rehabilitation of W. Wisconsin Avenue from the municipal border with the City of Pewaukee to the Glacier Road/Ryan Street Intersection approximately 1,300 feet in length. Approximate limits are outlined in red in the exhibit included with this proposal. The intent of the project is to rehabilitate the existing rural section of W. Wisconsin Avenue. The project will include pavement replacement, base course and subgrade improvements, concrete curb and gutter spot replacements, driveway replacements, asphalt paving, shouldering, water main relay, utility adjustments, and reconstruction of the median island at Ryan Street and W. Wisconsin Avenue.

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

Scope of Services

A. W. Wisconsin Avenue from Municipal Border to Glacier Road/Ryan Street (approximately 1,300 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 and locate front property corners if they can be found. raSmith will compute and draft the right-of-way from existing surveys and field evidence. 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 pulverizing W. Wisconsin Avenue to include a typical rural section with asphaltic concrete pavement consisting of 11-foot travel lanes and 2-foot gravel shoulders. Included in the design are: relaying/upsizing of the existing water main, and sanitary sewer and structure repairs and CIPP sewer lining as necessary.

3. Inspection of sanitary sewer structures to determine repair, rehabilitation, and replacement.

4. Identify various concrete curb and gutter spot repair locations in plans and adding appropriate bid items.

5. Village staff will acquire and/or provide sanitary sewer televising information for our review. Upon completion of the televising review, we will provide recommendations for spot repairs and rehabilitations of sanitary sewer appurtenances.

6. Village staff will acquire and provide pavement cores throughout the project length which will determine the exact roadway rehabilitation method.

7. Add notes to plans and bid items for spot repair and rehabilitations of existing sanitary sewer appurtenances and/or proposed sanitary CIPP lining.

8. Prepare plans for the replacement and relaying of the existing 6-inch water main to 8-inch PVC water main in W. Wisconsin Avenue through the project limits connecting to the recently installed water as a part of the Glacier Road project including new valves, hydrants, and water services.

9. Prepare and submit all necessary WDNR approval documents, including coordinating and performing a hydrant flow test with Village staff.

B. 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 any necessary utility pole relocations as required to complete 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 meeting at 90% and Final Design.

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

5. Anticipated Plan Deliverables

   i. Cover Sheet
   ii. Typical Sections (Existing and Proposed)
   iii. Water Main Relay Plan and Profile: W. Wisconsin Avenue – Village Border to Glacier Road/Ryan Street
   iv. Roadway Plan and Profile: W. Wisconsin Avenue – Village Border to Glacier Road/Ryan Street
   v. Curb Ramp Details
   vi. Traffic Control Plans
   vii. Detour plans
   viii. Details

Services Not Included

A. Geotechnical Investigations: soil borings and marking, survey or locating of borings

B. Easement surveys, descriptions, and exhibits.

C. Easement coordination and meetings in the field with property owners.

D. Stormwater Management/Permitting is not anticipated for this project.

Project Schedule

The intent is to have the project surveyed and designed in the fall 2026/winter 2027 with the design completed by and bidding anticipated to occur in February 2027, with construction to occur during the 2027 construction season. This proposed bidding and construction schedule is subject to change and dependent on the schedules of both the Prospect Avenue Reconstruction and Richmond Drive Reconstruction projects.

Professional Fees

The above services will be provided on an hourly time-and-expense basis with an estimated cost not to exceed: **$56,380.00**

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 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.
Project Manager

Enclosures: Professional Services Agreement – Contract
W. Wisconsin Avenue Street & Utilities Rehab. – Project Limits Exhibit

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raSmith

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between Village of Pewaukee ("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:

Village of Pewaukee Richmond Drive Reconstruction Project ("Project").

Professional's services under this Agreement are generally identified as follows:

as specified within the Project Understanding and Scope of Services in the attached Proposal Letter ("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:

1. 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:

1) 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:

1. 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;

3. 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: Village of Pewaukee Richmond Drive Reconstruction Project

Client: Village of Pewaukee

By: _____

Print name: _____

Title: _____

Date Signed: _____

Address for Client's receipt of notices:

Village of Pewaukee

235 Hickory Street

Pewaukee, WI 53072

Client's Phone: (262) 691-5694

Client's Email: dbuechl@villageofpewaukeewi.gov

Professional: R. A. Smith, Inc.

By: _____

Print name: Jacob Scholbe, P.E.

Title: Project Manager

Date Signed: _____

Address for Professional's receipt of notices:

R.A. Smith, Inc.

16745 West Bluemound Road

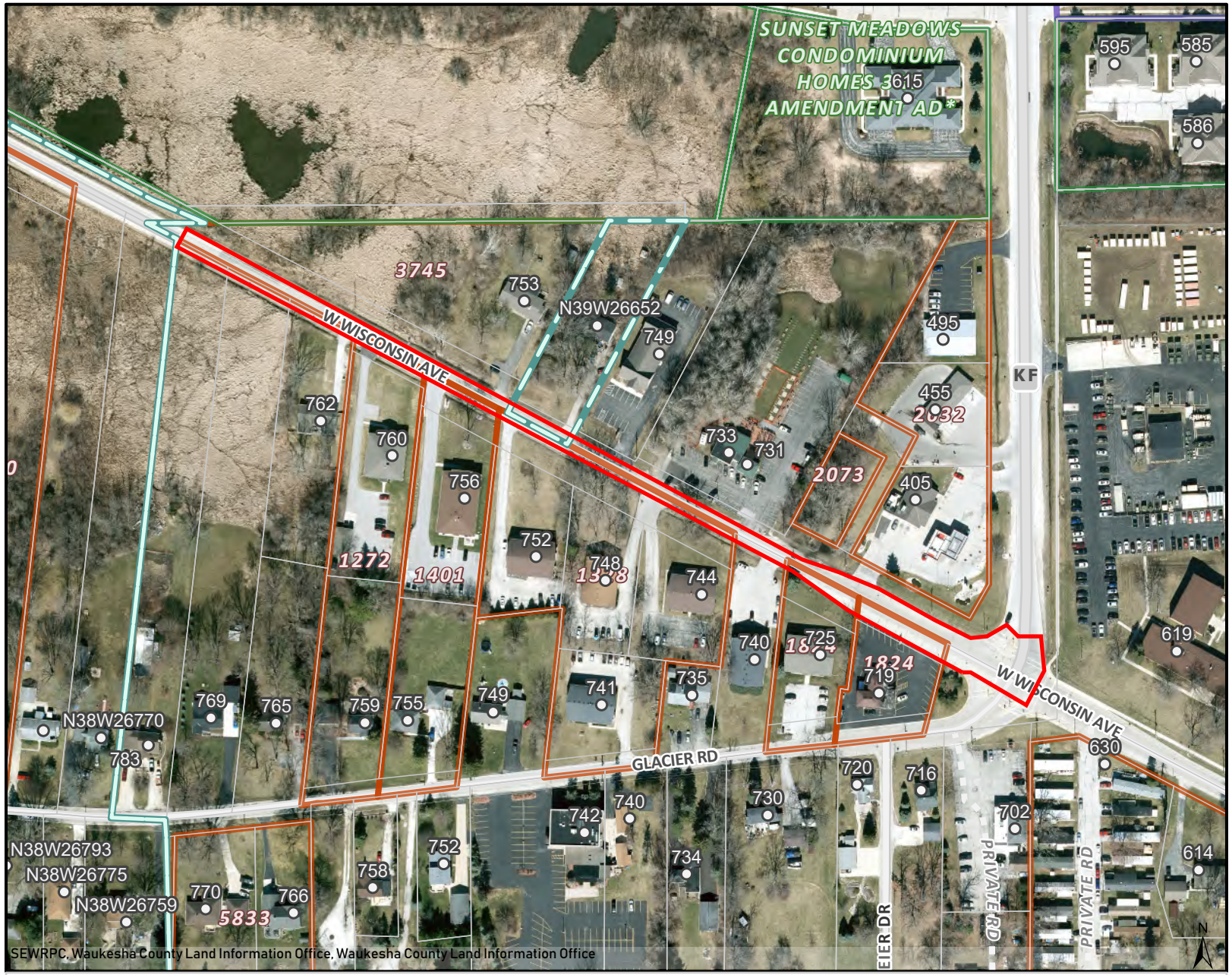
Brookfield, WI 53005

Professional's Phone: (262) 317-3360

Professional's Email: jake.scholbe@rasmith.com

WAUKESHA COUNTY
Land Information System

Map Title



Legend

Site Address

Notes

Printed Date: 7/13/2026 11:22 AM

0 107 215 322 429

1 inch equals 215 feet

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Map Title

SEWRPC, Waukesha County Land Information Office, SE Wisc Reg Planning Comm, Vantor

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1" = 243'

1:2,916

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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

None

PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

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: July 21, 2026

Re: August 4, 2026 Public Works and Safety Committee Agenda item 5(d):
Review, discussion and possible action regarding current and planned Capital Improvement Projects.

BACKGROUND

The Village has several major on-going and planned street and utility, wastewater, and water projects. Below is an update on the current status. This is an update from the April 29, 2026 meeting.

1. Well 2 and Well 7: The Village Board approved a Consent Order with the Wisconsin Department of Natural Resources (WDNR) on August 6, 2024 that required the Village to locate, and potentially acquire a site if not already owned by the Village, and construct a new well, referred to as Well #7, to replace the aging Well #2. The timeline to locate and construct a new well Well #7 to replace Well #2 is listed below:

   March 31, 2025: Complete well site investigation report and plans and specifications for test well
   June 30, 2026: Complete plans and specifications for final well
   March 31, 2027: Complete construction of final well
   September 30, 2027: Submit complete plans and specifications for the well house, discharge piping, and remaining components of the corrective action.
   December 31, 2028: Complete construction and installation of all required corrective actions.
   December 31, 2028: Remove temporary inflatable packer at Well 2.
   December 31, 2029: Return to compliance with the gross alpha particle activity Maximum Contaminant Level.

   The Cecelia Avenue site was selected to be the well site location. The design drawings for Well 7 have been completed, and the PSC Construction Authorization submittal will soon be reviewed. The first phase of the Well #7 project will cost $1,500,000. This overall project will cost approximately $15,000,000.00. The timeline for submittal of this application is directly related to the potential water connection to the City of Pewaukee described below.

   On December 9, 2025, Village staff emailed the WDNR asking for a meeting to discuss the timeline of the consent order and that the Village is exploring a connection to the Great Lakes which was not previously brought up by anyone as an alternative. Wisconsin WDNR staff have not responded yet with a meeting date.

   Unfortunately, the Village currently has immienent Wisconsin Departmennt of Natural Resources (WDNR) timelines to comply with in the next 1-2 months. In order to maintain compliance with the WDNR consent order requirements, the Village must start drilling Well #7 this spring of 2026 so “time is of the essence”. This is an immediate issue for the Village because staff are also moving along with preparing to bid out a $1,500,000 project.

The Village, Wisconsin Department of Natural Resources (WDNR), and the Public Service Commission have scheduled a second preapplication meeting to occur on Wednesday, July 22, 2026 to discuss the status of project alternatives.

2. Connection to City of Pewaukee water system: On August 1, 2025, the Village hired Strand Associates to prepare a Water Supply Service Area Plan per NR 854 to review future sources of drinking water for Village. The Village desires to make wise investments now that will align with an overall strategic plan for the Water Utility over the design life of its assets. The WDNR has established a framework for such evaluations under natural resources code NR 854 for Water Supply Service Area Plans.The Village of Pewaukee has several well water drinking water related construction projects planned for the next five years. The projects are to provide water supply and to improve water quality through filtration. The drinking water rates charged as part of the water and sewer bills will need to be increased to pay for the projects. It is prudent to determine if continuing to utilize well water is the best alternative for the next 50 years, or should a Great Lakes water connection be pursued. The City of Pewaukee is also facing similar issues locating and treating drinking water, and forecasting of high future costs. The Village was contacted by the City of Pewaukee to consider jointly studying other sources of drinking water. Before substantial investment in infrastructure that may have 60-year to 80-year design life, the Village should review the long-term plan for the service area and water supply options. At the January 20, 2026 meeting, Strand Associates presented the plan which showed that pursuing the Great Lake Water alternative would be similar in cost over 50 years, being approximately $460,000,000, as compared to continuing to use well water, but the environmental benefits of connecting to the Great Lakes water connection would be superior as compared to continuing to utilize well water. The Village Board voted to continue pursuing study of the Great Lake Water option. The Village first needs to know what the City of Pewaukee is planning to do and see how City discussions proceed with adjoining communities related to water supply pipelines, return water pipelines, and wastewater treatment feasibility options as any pipeline will need to go through the City of Pewaukee so cooperation is necessary. On February 13, 2026, the Village hired Colliers Geophyics to conduct some geophysical study on future potential well sites within the Village. We are hopeing to receive some information in August, 2026. On February 19, 2026, Vilage staff, City staff, and Southeastern Wisconsin Regional Planning Commission (SEWRPC) staff met to discuss if SEWRPC could study whether regional water supply cooperation could be feasible. On March 9, 2026, Village staff met with Foth Engineering to discuss alternatives to connect to Great Lakes water. Similar item #1 above, the Village, Wisconsin Department of Natural Resources (WDNR), and the Public Service Commission have scheduled a second preapplication meeting for Well #7 to occur on Wednesday, July 22, 2026 to discuss the status of project alternatives.
3. Well #2: Issues with the well have recently been identified. Proposals are being drafted to repair the well issues.
4. Well #3 Design and Bidding for painting and rehabilitation of 125,000 Gallon Steel Reservoir. Estimated cost $400,000. This project should start soon.
5. Well #4 Hydrous Manganese Oxide (HMO) Treatment Building construction: This project is still under construction and has a list of punchlist items to complete. The Village is under a consent order and being required by the Wisconsin Department of Natural Resources (WDNR) to install the HMO Treatment building at Well #4 by December 1, 2027. Final cost to be approximately $3,500,000.00.
6. Well #5 Rehabilitation. The project was approved and will start soon. Estimated cost $220,557.00.
7. Well #6 PFAS Treatment Study: The hiring of Ruekert/Mielke was completed on July 24, 2025 to complete an alternatives study. This study is in close to final format and was presented to the Public Works and Safety Committee on February 3, 2026. The Ruekert & Mielke study recommends to drill a new well #8. However, no future well sites are currently owned by the Village. Prior to finalizing this report to drill another well, Village staff began looking for potential well sites. Colliers Geophysics was hired to conduct geophysical analysis of several potential regions in the Village. This further study is still on-going. The cost for a new well #8 is approximately $13,000,000.

8. Relay of Village water mains and reconstruction of streets: The Village has several areas of old water mains that need to be replaced and other areas that have experienced water main breaks. Glacier Road construction is almost complete. The W. Wisconsin Avenue utility and street reconstruction project from Burroughs Drive to Glacier Road will be starting in September. Additional projects are planned including but not limited to W. Wisconsin Avenue, Prospect Avenue, Richmond Drive and Main Street.
9. Kopmeier Drive Lift Station: Village Staff and Village Attorney are working on a license agreement and a Utility Permit for locating the lift station and existing sewer and water pipes in the Canadian Pacific railroad right of way. The project is waiting to start. The bid cost is approximately $1,000,000.
10. Facilities Planning Study at Sanitary Sewer Lift Station #1: Lift Station #1 is a dry pit, four-pump station constructed in 1976 and rehabilitated in 1995. The facility has a cast-in-place concrete wet well adjacent to and under a brick and block building. The building houses piping, valves, pumps, electrical equipment, a garage area and several offices. The facility is reaching its hydraulic capacity and there are aging equipment concerns. The station accepts sanitary sewage flow from the Village of Pewaukee, City of Pewaukee, and Lake Pewaukee Sanitary District and conveys the wastewater through a dual force main system to the Brookfield Fox River Pollution Control Center (FRWPCC). The dual force main system consists of two cast iron pipes sized at 20-inch and 30-inch. The City of Pewaukee has two lift stations downstream of the Village Lift Station No. 1 that discharge into the force main system. One of these lift stations was recently upgraded. The force main system should be televised to be reviewed. As part of the overall design and construction project, the five existing force main air release valves may be rehabilitated and were last done in 2014. The age of the facility and hydraulic components necessitate long-term facilities planning. A proposal for this study is currently being reviewed. If the City and Village would proceed with a Great Lakes water connection, then this planning process could change. Initial cost estimates could be in the range of $5,000,000 to $25,000,000.
11. Installation extent of concrete medians along Oakton Avenue and Capitol Drive at the CP Rail Crossing. Village staff emailed the Wisconsin Department of Transportation staff on March 4, 2026 asking about being able to maintain existing turning movements from Capitol Drive to E. Capitol Drive, and from Clark Street to Oakton Avenue. No response has been received.
12. Railroad Quiet Zone: The City is contemplating drafting an agreement to form a joint corridor Quiet Zone.
13. Maintenance of dam box culverts. An inspection will be scheduled to review the condition of box culverts.

ACTION REQUESTED

The action requested of the Public Works and Safety Committee is to review the projects and consider providing any direction to staff.

ANALYSIS

The above listed projects are some of the larger or impactful projects. There are several other smaller projects continuing as well.

Attachments - none

To: Trustee Jim Grabowski, Chairperson
Members of the Public Works and Safety Committee

From: Matt Heiser
Village Administrator

Date: July 29, 2026

Re: August 4, 2026 Public Works and Safety Committee meeting 5(e):
Review, discussion and possible recommendation on Village Regulation and enforcement of e-bike and electric scooter use.

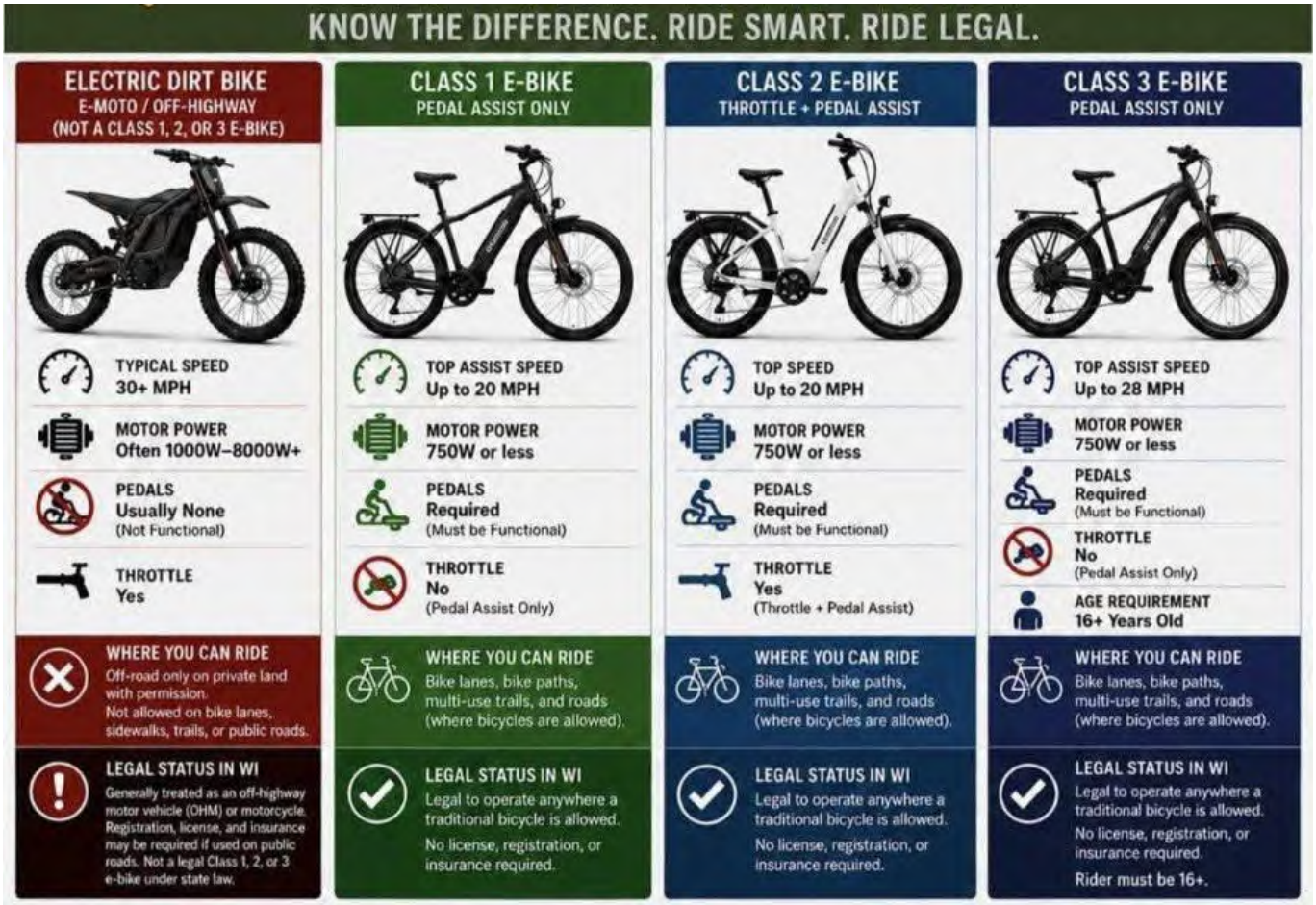
BACKGROUND

This issue has been in the media lately in a number of neighboring communities. Trustee Grabowski reached out to staff early in the summer inquiring about existing rules and enforcement practices mainly regarding use on sidewalks. It precipitated into an item for the July 21, 2026 Village Board meeting when a different Board member received information from the School District about their use. During the discussion some Village Board members had anecdotal experiences describing either careless use on streets or use on sidewalks. Use of bicycles, both standard and electric, is not allowed on the sidewalks. Police have been engaging users when they are observed on the sidewalks and directing them to use the streets.

There was some confusion about the different types of electric vehicles. State statutes define three basic types:

1. e-bikes: battery powered but with pedal assistance. This is subdivided into 3 classes based on equipment, power, etc.
2. e-dirtbikes/e moto bikes: without pedals which also meets the definition of an off highway motorcycle. Off highway motorcycles are not allowed on Village streets anyway and illegal operation can be cited under Section 23.335 of Wisconsin Statutes.
3. e-scooters.

The Pewaukee Police Department posted the following graphic on their Facebook page on July 22, 2026 to assist with understanding:



The Village Board directed the Police Chief to be more aggressive with education and consider citations if appropriate. Furthermore, they forwarded this issue to the Public Works and Safety Committee for deliberation about any changes in Village ordinances.

ACTION REQUESTED

Staff are not requesting any action. Staff are awaiting direction from the Board if they wish to consider a change.

ANALYSIS

The philosophy of the Police Department prior to the July Board meeting was to focus on education rather than punishment to maintain positive interactions with the public. When they spotted a bike rider on the sidewalk they direct them to remove it from the sidewalk and use it on the street.

Officers on duty create a log entry when they interact with kids on bikes. The weekend of July 11/12 Officers logged 6 different bike riders were directed to be off the sidewalk.

Chief Heier reports some anecdotal evidence that word was spreading to keep bikes off sidewalks. Recently the Deputy Chief observed a rider on the sidewalk who dismounted and walked to the street when the rider noticed his presence.

However, the department has been more aggressive since the July meeting. The Chief recently reported an instance when an officer called the parents to report their children were using bikes on the sidewalk which was not a positive interaction.

The Village Attorney drafted a summary of current enforcement in the Village which is attached. As stated, a number of neighboring communities are considering adoption of ordinances. Attorney Gralinski's advice at the July meeting was to monitor their progress before drafting our own.

Attachment:

1. Memo from Attorney Gralinski with a summary of current enforcement in the Village.
2. Sample Ordinance from the Village of Hartland.

Walden, Neitzke & Taylor, S.C.

Memo

To: Village Board of Pewaukee

From: Attorney Matthew R. Gralinski, Village Attorney

cc: Matt Heiser, Village Administrator

Timothy Heier, Police Chief

Date: July 10, 2026

Re: Current rules and regulations regarding electric bikes and electric scooters

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Dear Trustees:

It has come to my attention that Village stakeholders are interested in reviewing the current rules and regulations regarding operational use of electric scooters and electric bikes within the Village of Pewaukee. This question was recently brought to my attention as well by command staff at the Village of Pewaukee Police Department. The following memorandum will summarize the current rules and regulations as to the operation and use of electric scooters and electric bikes. For the most part, Village Code does not specifically regulate the use or operation of these devices currently. Regulation mostly falls within State Statute, which the Village has incorporated through its Code Sections on the rules of the road.

Electric scooters can be operated on Village sidewalks. See Wisconsin Statute Section 346.805. Electric scooters can also be operated on any Village roadways, sidewalks, or bicycle ways subject to any ordinance the Village would have regulating it. See Wisconsin Statute Section 346.94(18)(B). The Village currently has no ordinance regulating operation of electric scooters. The speed limit for an electric scooter on any roadway or sidewalk is 15 miles per hour. See Wisconsin Statute Section 346.94(18)(C). The Village is limited to regulating electronic scooters with an ordinance that (1) regulates or prohibits operation of such scooters on Village roads having a speed of 25 miles per hour or more; (2) regulates or prohibits operation of electronic scooters on Village sidewalks or bicycle ways; (3) regulates parking of electric scooters on Village

sidewalks or roadways; or (4) regulates or prohibits short-term commercial renters the rental of electronic scooters.

As to regulation of electric bicycles, those vehicles are divided into three classes by State Statute, depending on top speed, equipment, and other dividing factors. See Wisconsin Statute Section 340.101(15)(H). Overall, the operation of electric bicycles is treated the same and operators are granted the same rules, rights, and privileges as an operator of a regular bicycle. See Wisconsin Statute Section 346.806(1). Village Code currently does not allow bicycles to be ridden on sidewalks, which our Code must affirmatively authorize, and if it does not, such operation is prohibited. Thus, neither bicycles nor electric bicycles should be operated on the sidewalks under current Code. The State also prohibits operation of a class three electric bicycle under the age restricted if the age of the operator is under 16. See Wisconsin Statute Section 346.80674.

The above summary represents the extent of the current regulations applicable to operation in the Village of Pewaukee. Again, most of the regulation comes from State Statute. The Village does have room to further regulate operation of electric scooters as provided herein. The Village authority to restrict or regulate operation of e-bicycles is somewhat limited. At this time, I would defer to the Police Department as to any recommendations as to additional rules or regulations they would like to see to enhance safety on this topic.

Respectfully submitted,

/s/ Matthew R. Gralinski

Village Attorney

STATE OF WISCONSIN WAUKESHA COUNTY VILLAGE OF HARTLAND

ORDINANCE NO. 06/22/2026-A

AN ORDINANCE RELATED TO THE REGULATION OF ELECTRIC BICYCLES AND ELECTRIC SCOOTERS

WHEREAS, the Village of Hartland ("Village") recognizes the increasing popularity of electric bicycles (e-bikes) and electric scooters as convenient and accessible modes of transportation; and

WHEREAS, Wisconsin state law, specifically 2019 Wisconsin Act 34 and Wisconsin Statutes Chapter 340, define and regulate electric bicycles, establishing a three-class system to ensure their safe integration into public spaces; and

WHEREAS, the Village seeks to promote public safety, protect pedestrians and other roadway users, and ensure the responsible operation of electric bicycles and electric scooters within its jurisdiction; and

WHEREAS, the Village aims to align its regulations with state law to provide clear and consistent guidelines for electric bicycle and electric scooter use; and

WHEREAS, the Village Board finds it necessary to establish local regulations to address specific community needs, including restrictions on certain public ways and implement enforcement mechanisms, while encouraging the use of electric bicycles and electric scooters as a sustainable transportation option;

NOW, THEREFORE, the Village Board of the Village of Hartland, Wisconsin, does ordain as follows:

SECTION 1:

Chapter 82, Article III, Division 3. Electric Bicycles and Electric Scooters is created to read as follows:

Section 82-74 Definitions.

Bikeway: A public path, trail, lane ~~(not to include bike lane)~~ or other way, including structures, traffic control devices and related support facilities and parking areas, designated for use by bicycles, electric scooters, electric personal assistive mobility devices, and other vehicles propelled by human power, as defined in Wis. Stat. § 84.60.

Electric Bicycle (or "E-Bike"): A bicycle equipped with fully operative pedals for propulsion by human power and an electric motor of 750 watts or less that meets one of the following classifications:

Class 1 Electric Bicycle: Equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.

Class 2 Electric Bicycle: Equipped with a motor that may be powered solely by the motor (throttle-actuated) and ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.

Class 3 Electric Bicycle: Equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour.

Electric Scooter: A device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. "Electric scooter" does not include an electric personal assistive mobility device, motorcycle, motor bicycle, electric bicycle or moped.

SECTION 2:

Sections 82-75 through 82-77 of the Village of Hartland Municipal Code, is hereby created to read as follows:

Sec. 82-75 Purpose. The purpose of this ordinance is to regulate the operation of electric bicycles (e-bikes) and electric scooters within the Village of Hartland to ensure public safety, promote responsible use, and align with Wisconsin state law as defined in Wisconsin Statutes Chapter 340 and 2019 Wisconsin Act 34.

Sec. 82-76 Applicability. Electric bicycles and electric scooters, as defined in Section 82-74, shall be regulated in the same manner as human-powered bicycles, except as otherwise specified in the Village Code or restricted by state law. The provisions of Wisconsin Statutes Chapters 346 and 347, and applicable Village ordinances, including but not limited to Ord. Section 82-68(b) (Required Equipment), Section 82-69 (a), (c), (d), (e), (f), (g), (h), (i), (j) (Operating Regulations) shall govern the operation of electric bicycles and electric scooters. ~~where appropriate.~~

Sec. 82-77 Operation Regulations

(a) General Rules: Electric bicycles and electric scooters are permitted on all roadways, bikeways, bicycle lanes, bicycle routes, and designated bicycle ways in the Village, unless otherwise restricted by this code, other local regulations or posted signage, authorized by Village Board resolution, intended to address specific ground conditions or ground improvements, levels of and potential conflict of usage between pedestrians and individuals operating transport devices or vehicles regulated by Wisconsin Statutes Chapters 346 and 347 needing additional specific area regulation imposed by the adoption of resolutions authorizing the placement of ~~mandatory~~ signage restricting types or manner of usage.

Riders must comply with all traffic regulations applicable to bicycles, including yielding to pedestrians and obeying traffic signals, as per Wis. Stat. § 346.803.

(b) Class-Specific Restrictions:

(1) Class 1 and Class 2 Electric Bicycles: Permitted on all designated bikeways and multi-use trails unless restricted by signage or local ordinance.

(2) Class 3 Electric Bicycles: Permitted on all designated bikeways and multi-use trails unless restricted by signage or local ordinance. Riders must be at least 16 years of age to operate a Class 3 electric bicycle, as per Wis. Stat. § 346.806(4).

(3) Electric Scooters:

a. Are defined in Wis. Stat. sec, 340,01(15ps) and are prohibited on any roadway in the Village having a speed limit of more than 25 miles per hour.

b. May be operated on all sidewalks, bicycle ways, and recreation trails in the Village.

c. Shall be parked in an upright position with both wheels in contact with the ground.

d. Shall not be parked in or obstructing: accessible parking spaces, loading zones, curb ramps, entryways, driveways, transit stops, street furniture requiring pedestrian access, or fire hydrants.

e. Where sidewalks are present, electric scooters may be parked on the sidewalk if not impeding pedestrian traffic, or in designated bicycle racks. On blocks without sidewalks, parking is permitted in the roadway if the travel lane and pedestrian way remain unobstructed.

f. The Village may designate specific parking zones or corrals for electric scooters in high-traffic areas.

g. Short-term commercial rental of electric scooters to the general public is prohibited.

(c) Age Requirements:

(1) No person under 16 years of age may operate a Class 3 electric bicycle.

(2) A person under 16 years of age may ride as a passenger on a Class 3 electric bicycle designed to accommodate a passenger.

(d) Motor Power and Speed Limits:

(1) Electric bicycles must have a motor of 750 watts or less and comply with federal regulations (16 CFR Part 1512).

(2) Operation of an electric bicycle with throttle-only propulsion (Class 2) above 20 miles per hour is prohibited, unless the vehicle is reclassified as a moped under Wis. Stat. § 340.01(29m).

(e) Prohibited Areas

The Village Board may, by resolution, designate specific bikeways, trails, or areas where the operation of electric bicycles (with the motor engaged) is prohibited. Such areas shall be clearly marked with appropriate signage.

SECTION 3: SEVERABILITY If any provision of this ordinance is found to be invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other

provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision or application.

SECTION 4: EFFECTIVE DATE This ordinance shall take effect upon its passage and publication as required by law.

Adopted by the Village Board of the Village of Hartland, Wisconsin, this ____day of _____, 2026.

Village of Hartland

By: _____
Jeffery Pfannerstill, Village President

ATTEST:

By:_____
Sandee Policello, Village Clerk