



**Regular Village Board Meeting Agenda  
Tuesday, June 2, 2026  
6:00 p.m.**

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

**To view the meeting live:**

<https://www.youtube.com/watch?v=zDoN86ILZkk>

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations –None.
3. Approval of Minutes of Previous Meeting.
  - a. Minutes from the May 19, 2026, Regular Village Board Meeting.
4. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. 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.*
5. Ordinances
  - a. Review, discussion and possible action on Ordinance 2026-06: An Ordinance to amend Sections 6.102, 6.104, 54.108, and 58.130(1)(e) of the Municipal Code of the Village of Pewaukee Regarding Authorization of Public Consumption of Alcohol Beverages.
6. Resolutions
  - a. Review, discussion and possible action on Resolution 2026-06: A Resolution Authorizing Consumption and Carrying of Alcohol Beverages on Designated Streets, Sidewalks, and Public Property on Specific Dates in 2026.
  - b. Review, discussion and possible action on Resolution 2026-07: A Resolution Regarding the Wisconsin Department of Natural Resources Reporting Year 2025 Compliance Maintenance Annual Report.
7. Old Business – None.
8. New Business
  - a. Review, discussion and possible action to approve the proposed Village contribution to an HVAC capital project at the Pewaukee Public Library.
  - b. Review, discussion and possible action allowing virtual attendance at meetings by members of Village Boards, Commissions and Committees.
  - c. Review, discussion and possible action on a proposed contract for general engineering services from RA Smith.
9. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. 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.*
10. Adjournment.

Note: Notice is hereby given that a quorum of a Village Committee and/or Commission may be present at the Village Board meeting, and if so, this meeting shall be considered an informational meeting of that Committee or Commission and no formal action of that Committee or Commission shall occur. 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 May 29<sup>th</sup>, 2026

**VILLAGE OF PEWAUKEE  
REGULAR VILLAGE BOARD MINUTES  
May 19, 2026**

<https://www.youtube.com/watch?v=11dxWn4RF6Y>

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

President Knutson called the meeting to order at approximately 6:01 p.m. The Pledge of Allegiance was recited, followed by a moment of silence.

Roll Call was taken with the following Village Board members present: Trustee Nick Stauff, Trustee Bob Rohde, Trustee Kelli Belt, Trustee Rachel Pader, Trustee Kristen Kreuser, Trustee Jim Grabowski; and President Jeff Knutson.

Also Present: Village Attorney, Matt Gralinski; Village Administrator, Matt Heiser; Village Clerk, Jenna Peter; Deputy Clerk, Mackenzie Quigley; Director of Public Works, Dave Buechl; Department of Public Works Supervisor, Jay Bickler; Director of Parks and Recreation, Nick Phalin.

**2. Public Hearings/Presentations - None**

**3. Approval of Minutes of Previous Meeting**

**a. Minutes of the Regular Village Board Meeting – May 5, 2026**

Trustee Grabowski moved, seconded by Trustee Stauff to approve the May 5, 2026 minutes of the Regular Village Board meeting as presented.

Motion carried 7-0.

**4. Citizen Comments - None**

**5. Ordinances – None**

**6. Resolutions –**

**a. Review, discussion and possible action on Resolution No. 2026-05, A Resolution Recognizing Village Clerk Jenna Peter.**

Heiser read aloud Resolution 2026-05, recognizing Village Clerk Jenna Peter for her four years of dedicated service to the Village of Pewaukee, highlighting her contributions and accomplishments.

Clerk Peter expressed her appreciation to the Board for the opportunity to serve Pewaukee.

Trustee Rohde moved, seconded by Trustee Grabowski to approve Resolution 2026-05, recognizing Village Clerk, Jenna Peter.

Motion carried 7-0.

**7. Old Business – None**

**8. New Business**

**a. Review, discussion and possible action on a report of stakeholder meetings regarding the Designated Outdoor Refreshment Area and Board direction to draft an ordinance.**

Heiser provided an overview of the proposal. Discussion was held regarding whether or not the beach should be included in the allowed drinking area.

Director Phalin, spoke on behalf of the Parks and Recreation Department, indicated that the department has not experienced challenges in attracting visitors to downtown events. He noted that, from their perspective, the potential negative impacts on the parks outweigh any anticipated benefits. Additionally, the department is unclear about the specific issue the Village aims to address through the proposed ordinance, as there have been no prior incidents to suggest a need for regulation. Overall, the Parks and Recreation Department does not see a positive benefit to implementing such a measure.

Monica Kaskey, Recreation Manager for the Department of Parks and Recreation, added that the beach presents additional concerns, particularly regarding the designated swim area, which is not staffed with lifeguards. She emphasized that, in the event of an incident or safety issue, the responsibility would fall on the Parks and Recreation Department rather than on the businesses serving alcohol.

Additional discussion followed regarding the framework of the Designated Outdoor Refreshment Area, stakeholder input, public safety and enforcement, department perspectives, operational and legal considerations, as well as concerns and suggestions.

**Trustee Rohde moved, seconded by Trustee Grabowski to direct the Village Attorney to create an ordinance reflecting what was provided to the Board in the agenda packet.**

**Motion carried on a roll call vote 7-0.**

- b. Review, discussion and possible action to approve a new logo for the Joint Parks and Recreation Department.**

**Trustee Stauff moved, seconded by Trustee Pader to approve the new logo for the Joint Parks and Recreation Department.**

**Motion carried 7-0.**

- c. Review, discussion and possible action regarding Special Event permit for Waterfront Wednesdays for additional alcohol vending sales at Lakefront Park.**

**Trustee Grabowski moved, seconded by Trustee Rohde to approve the Special Event Permit at Lakefront Park for vending during the ski show and the Summer Sizzle.**

**Motion carried 7-0.**

- d. Review, discussion and possible action to approve a proposed change order for the design of Prospect Avenue by RA Smith.**

Trustee Grabowski and Trustee Belt gave an overview of what was discussed at the Public Works and Safety meeting on May 5th, 2026 regarding the potential addition of sidewalks, noting that plans are conceptual and do not guarantee installation.

Discussion also included concerns about current sidewalk conditions, walkability, and potential funding opportunities such as the Safe Routes to School grant, with consideration of additional sidewalk locations.

**Trustee Grabowski moved, seconded by Trustee Stauff to approve the proposed change order for the design of Prospect Avenue.**

**Motion carried 7-0.**

- e. Review, discussion and possible action to approve a drainage easement at 765 Glacier Road as part of the 2026 Street and Utility Projects.**

**Trustee Rohde moved, seconded by Trustee Pader to approve a drainage easement at 765 Glacier Road as part of the 2026 Street and Utility Projects.**

**Motion carried 7-0.**

- f. Review, discussion and possible action to purchase a message sign from Ver-Mac.**

**Trustee Grabowski moved, seconded by Trustee Rohde to approve the purchase of a message sign from Ver-Mac.**

**Motion carried 7-0.****g. Review, discussion and possible action on an update for the installation of a concrete median at the Oakton railroad crossing.**

Heiser provided a summary of prior discussions and presented an update on the project. The Department of Transportation (DOT) responded on May 5, 2026 indicating that they are unwilling to allocate safety funds toward the installation of a reduced-size median.

The Village may consider independently funding and constructing the median. This approach would allow the project to continue progressing despite potential additional costs to the Village.

Discussion followed.

**Trustee Grabowski moved, seconded by Trustee Rohde, to direct staff to seek design work for the Oakton median.**

**Motion carried 6-1. President Knutson opposed.**

**h. Review, discussion and possible action on a proposed contract with Baker Tilly for auditing services to the Village 2026-2028.**

Knutson noted that, historically, the Village has maintained five-year contracts with both Baker Tilly and the Assessor. He reported that, following a discussion with John from Baker Tilly, it was confirmed that extending the agreement to a five-year term is feasible with the existing 2% annual growth structure. The only required modification would be updating the contract end date from 2028 to 2030. Knutson requested that the Board consider approving a transition to a five-year agreement.

**Trustee Rohde moved, seconded by Trustee Pader to extend the contract with Baker Tilly to five years at 2% growth as described in the document.**

**Motion carried 6-1. Trustee Stauff opposed.**

**i. Review, discussion and possible action on a proposed contract with Walden, Neitzke and Taylor, S.C. for Village Attorney.**

Attorney Gralinski invited questions from the Board and clarified that his current hourly rate would remain unchanged. He also disclosed a potential conflict of interest due to his upcoming move to the same firm as the Library's attorney. In the event of conflicts between the Village and the Library—particularly regarding the Joint Library Agreement or lease—both parties would need to retain separate counsel for those matters.

In response to a request for clarification, Gralinski noted that conflicts would arise only if disputes occur. Heiser added that the existing agreement with the Library extends for 20 years, making such conflicts unlikely in the near future.

**Trustee Grabowski moved, seconded by Trustee Pader to approve the proposed contract with Walden, Neitzke and Taylor, S.C. for Village Attorney services.**

**Motion carried 7-0.**

**j. Review, discussion and possible action on a proposed update to the Village Employee Handbook allowing work from home.**

Clerk Peter outlined the purpose of the item, noting that staff have been periodically working from home since 2024 without issue. She explained that the intent is to formalize a policy to provide clarity, emphasizing that any work-from-home arrangement would be limited to exceptions, require supervisor approval, and is not intended to establish a hybrid work model.

Discussion followed among Department Heads and the Board.

**Trustee Kreuser moved, seconded by Trustee Grabowski to defer this conversation to allow more discussion between department heads.**

**Motion carried 7-0.**

**k. Review, discussion and possible action on Mobile Home/Trailer Park License Renewal for Pewaukee Lake Estates at 630 W. Wisconsin Ave.**

Trustee Grabowski inquired whether the Fire and EMS database billing system had been updated to recognize each mobile home as an individual unit, noting that it was initially set up to treat the entire park as a single unit. Heiser confirmed that the issue has since been resolved.

**Trustee Grabowski moved, seconded by Trustee Pader to approve the Mobile Home/Trailer Park License Renewal for Pewaukee Lake Estates at 630 W. Wisconsin Ave.**

**Motion carried 7-0.**

**l. Review, discussion and possible action on April 2026 Checks and Invoices.**

**Trustee Rohde moved, seconded by Trustee Kreuser to approve April 2026 checks and invoices, excluding the library.**

**Motion carried 7-0.**

**Trustee Pader moved, seconded by Trustee Kreuser to acknowledge April 2026 checks and invoices for the library.**

**Motion carried 7-0.**

**m. Review, discussion and possible action on Consent Orders with the DNR for wells #2, #4 and #6 and possible connection to Lake Michigan water supply.**

Heiser provided an overview of events to date and staff's intended course of action moving forward. Staff is requesting closed session to seek advice from the Village Attorney and staff's intended courses of action and impact of consent order enforcement mechanisms.

**n. Review, discussion, and possible action regarding restoration of Village retaining wall at 510 E. Wisconsin Ave.**

Heiser provided an overview, including options for the Village to complete the repair work itself and assess the owner for the costs of doing so, or pursue a legal claim against the property owner or their homeowner's insurance. Staff is requesting closed session to seek advice from the Village Attorney on strategies to be adopted to pursue a legal claim for restoration

**o. Review, discussion and possible action regarding Waukesha County Case #2026CV000324 Lan Dang et al vs. Village of Pewaukee.**

Attorney Gralinski provided an overview. Staff is requesting closed session to discuss communication from Lan Dang regarding resolution of the case, as well as Village strategy to respond.

**p. The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding Consent Orders with DNR for wells #2, #4 and #6, a claim for restoration of a Village retaining wall at 510 E. Wisconsin Ave and Waukesha County Case #2026CV000324 Lan Dang et al vs. Village of Pewaukee. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion and action concerning these agenda items and to address the remaining meeting agenda.**

**Trustee Stauff moved, seconded by Trustee Pader to move into closed session at 8:22 p.m.**

**Motion carried on a roll call vote 7-0.**

**Trustee Pader moved, seconded by Trustee Grabowski to move into open session at 9:24 p.m.**

**Motion carried on a roll call vote 7-0.**

**Agenda Item 8o., Review, discussion and possible action regarding Waukesha County Case #2026CV000324 Lan Dang et al vs. Village of Pewaukee, was again addressed by the Board after moving back into open session. Trustee Kreuser moved, seconded by Trustee Grabowski to accept the recommendation of the Village Attorney made in closed session.  
Motion carried 7-0.**

**9. Citizen Comments - None**

**10. Adjournment**

**Trustee Grabowski moved, seconded by Trustee Kreuser to adjourn the May 19, 2026, Regular Village Board meeting at approximately 9:25 p.m.  
Motion carried 7-0.**

Respectfully Submitted,

Mackenzie Quigley  
Deputy Clerk

DRAFT



To: Jeff Knutson, President  
Trustees of the Village Board

From: Matt Heiser  
Village Administrator

Date: May 28, 2026

Re: June 2, 2026 Village Board Meeting Agenda Item 5(a)  
Review, discussion and possible action on Ordinance 2026-06: An Ordinance to amend Sections 6.102, 54.108, and 58.130(1)e of the Municipal Code of the Village of Pewaukee Regarding Authorization of Public Consumption of Alcohol Beverages.

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### **BACKGROUND**

The Village Board directed staff to explore the creation of a Designated Outdoor Refreshment Area (DORA) at its meeting on April 21, 2026.

Potential areas and dates of a DORA were developed and introduced to stake holders the weeks of May 4<sup>th</sup> and May 11<sup>th</sup>. The stake holders included downtown businesses, the Parks and Recreation Department and the Police Department.

The results of these meetings were reported back to the Board at its meeting on May 19 during a conceptual review of a potential DORA. The Board directed staff to compose an ordinance to capture the concepts of the proposed DORA.

### **ACTION REQUESTED**

The action requested is to approve Ordinance 2026-06 if the will of the Board is to create a DORA.

### **ANALYSIS**

Attorney Gralinski composed the ordinance. He reports that it amends the current ordinances which prohibit carrying and consuming alcoholic beverages on public streets and sidewalks. The ordinance allows the Board to lift the prohibitions by a separate resolution. Attorney Gralinski advises that doing it this way allows for a one-time attempt this year, another attempt via resolution in 2027, or the Village could more formally amend the code for a more permanent change in the future.

It is the accompanying resolution that defines the locations, dates/times and parameters of a DORA.

Attachments:

1. Ordinance 2026-06

**ORDINANCE NO. 2026-06**

**ORDINANCE TO AMEND SECTIONS 6.102, 6.104, 54.108, and 58.130(1)e. OF THE MUNICIPAL CODE OF THE VILLAGE OF PEWAUKEE REGARDING AUTHORIZATION OF PUBLIC CONSUMPTION OF ALCOHOL BEVERAGES**

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The Village Board of the Village of Pewaukee, Waukesha County, Wisconsin do ordain as follows:

**SECTION I**

Section 6.102 of the Municipal Code of the Village of Pewaukee is hereby amended to read as follows:

**6.102 – Public Drinking of Alcohol Beverages Prohibited; Exceptions**

No person shall consume any alcohol beverages, nor carry open bottles or receptacles containing alcohol beverages, on any street, sidewalk, or other publicly owned property within the Village of Pewaukee, except at such events, at such times and places, and upon such conditions as approved by the Village Board, from time to time, by separate resolution.

**SECTION II**

Section 54.108 of the Municipal Code of the Village of Pewaukee is hereby amended to read as follows:

**54.108 – Public Drinking of Alcohol Beverages Prohibited; Exceptions**

No person shall consume any alcohol beverages, nor carry open bottles or receptacles containing alcohol beverages, on any street, sidewalk, or other publicly owned property within the Village of Pewaukee, except at such events, at such times and places, and upon such conditions as approved by the Village Board, from time to time, by separate resolution.

**SECTION III**

Section 58.130(1)e. of the Municipal Code of the Village of Pewaukee, regarding Park Rules, is hereby amended to read as follows:

(1)

*Individual conduct.*

e.

No selling or consumption shall be permitted of any beer or alcoholic beverages unless the appropriate permits are obtained and there is a license holder distributing said beverages, or such activities are otherwise authorized by the village board, from time to time, by separate resolution.

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#### **SECTION IV**

Section 6.104 of the Municipal Code of the Village of Pewaukee is hereby amended to read as follows:

6.104 - Consumption outside of premises.

No licensee shall permit consumption of intoxicants purchased upon the premises of the licensee on the streets or the sidewalks of the Village of Pewaukee, except at such events, at such times and places, and upon such conditions as approved by the Village Board, from time to time, by separate resolution

#### **SECTION V**

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

#### **SECTION VI**

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

#### **SECTION VII**

This Ordinance shall take effect upon passage and publication as approved by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Pewaukee, and shall indicate the date and number of this amending Ordinance therein.

Passed and adopted this 2<sup>nd</sup> day of June, 2026, by the Village Board of the Village of Pewaukee.

APPROVED:

Countersigned:

\_\_\_\_\_  
Jeff Knutson, Village President

\_\_\_\_\_  
Mackenzie Quigley, Village Clerk



To: Jeff Knutson, President  
Trustees of the Village Board

From: Matt Heiser  
Village Administrator

Date: May 28, 2026

Re: June 2, 2026 Village Board Meeting Agenda Item 6(a)  
Review, discussion and possible action on Resolution 2026-06: A Resolution Authorizing Consumption and Carrying of Alcohol Beverages on Designated Streets, Sidewalks, and Public Property on Specific Dates in 2026.

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### **BACKGROUND**

The Village Board directed staff to explore the creation of a Designated Outdoor Refreshment Area (DORA) at its meeting on April 21, 2026.

Potential areas and dates of a DORA were developed and introduced to stake holders the weeks of May 4<sup>th</sup> and May 11<sup>th</sup>. The stake holders included downtown businesses, the Parks and Recreation Department and the Police Department.

The results of these meetings were reported back to the Board at its meeting on May 19. The Board directed staff to compose an ordinance to capture the concepts of the proposed DORA.

### **ACTION REQUESTED**

The action requested is to approve Resolution 2026-06 if the will of the Board is to create a DORA.

### **ANALYSIS**

The resolution, composed by Village Attorney Gralinski, specifies the dates, times, locations of consumption along with the rules and regulations. Attorney Gralinski advises that if a person is carrying or consuming alcohol in a manner not consistent with the rules of this resolution, the language provides that the consumption or carrying is not “authorized” and then the offender is subject to our general penalties and citations for consumption in public areas. He also advises the resolution only “suspends” the code prohibition on outdoor consumption and carrying in public places and that it does not waive or modify the other provisions of the Village for violations such as disorderly conduct, underage drinking, etc., which are still enforced.

The resolution explicitly references the existence of outdoor dining areas or temporary Class B areas that may overlap with the defined geographic area, and provides that if there is such overlap, the licensed premises controls.

The proposed resolution has an end time of 11:00 pm each night.

Attorney Gralinski further advises that the eligible establishments are defined as Class “B” license/permit holders or “Class B” license holders directly accessing the authorized areas. Finally, all applicable local and state regulations pertaining to the sale, use, and consumption of alcohol beverages, including those governing the licenses issued to establishments to sell alcohol, remain in effect. Individual licensed establishments are responsible for compliance with all rules and regulations governing the proper packaging, labeling, and dispensing of beverages being sold specifically for off premise consumption. The Village assumes no responsibility for a license-holder’s failure to abide by applicable laws and ordinances.

Attachments:

1. Resolution 2026-06
2. Exhibit A: Map of the DORA on July 4<sup>th</sup> weekend.
3. Exhibit B: Map of the DORA on August 15 Boat Show.
4. Exhibit C: Map of the DORA on Labor Day Weekend.

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**RESOLUTION NO. 2026-06****AUTHORIZING CONSUMPTION AND CARRYING OF ALCOHOL BEVERAGES ON DESIGNATED STREETS, SIDEWALKS, AND PUBLIC PROPERTY ON SPECIFIC DATES IN 2026**

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**WHEREAS**, Sections 6.102 and 54.108 of the Municipal Code of the Village of Pewaukee prohibit the consumption of alcohol beverages and the carrying of open bottles or receptacles containing alcohol beverages on any street, sidewalk, or other publicly owned property in the Village of Pewaukee, except at such events and at such times and places, and upon such conditions as approved by the Village Board, from time to time, by separate resolution; and

**WHEREAS**, the Village Board finds it is reasonable and in the public interest to avail itself of the authority granted to it by Municipal Code and authorize consumption and carrying of alcohol beverages in designated public areas during specified time periods during 2026; and

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Pewaukee that pursuant to Sections 6.102 and 54.108 of the Municipal Code of the Village of Pewaukee, the Village Board hereby authorizes the consumption of alcohol beverages and the carrying of open bottles or receptacles containing alcohol beverages only during the following time periods, in the specific following locations, and in strict compliance with the following rules and regulations:

**Section 1. July 4<sup>th</sup> Weekend****A. Time Period of Authorized Consumption and Carrying.**

- i. Friday, July 3, 2026: Beginning at 12:00pm and continuing until 11:00pm.
- ii. Saturday July 4, 2026: Beginning at 11:00 am and continuing until 11:00pm
- iii. Sunday, July 5, 2026: Beginning at 11:00 am and continuing until 5:00pm.

- B. Location of Authorized Consumption and Carrying.** See attached Exhibit A. As a further narrative explanation, consumption and carrying of alcohol beverages shall be contained to the sidewalks, streets closed to vehicular traffic, and the grassy area of Lakefront Park depicted on said Exhibit A. The beach area at Lakefront Park is expressly excluded. Additionally, consumption and carrying shall in no way obstruct or interfere with the Fourth of July parade.

**Section 2. August 15, 2026 (150<sup>th</sup> Anniversary and Antique Boat Show)**

- A. Time Period of Authorized Consumption and Carrying.
  - i. August 15, 2026: Beginning at 11:00am and continuing until 5:00pm.
- B. Location of Authorized Consumption and Carrying. See attached Exhibit B. As a further narrative explanation, consumption and carrying of alcohol beverages shall be contained to the sidewalks, streets closed to vehicular traffic, and the grassy area of Lakefront Park depicted on said Exhibit B. The beach area at Lakefront Park is expressly excluded.

### **Section 3. Labor Day Weekend**

- A. Time Period of Authorized Consumption and Carrying.
  - i. Friday, September 4, 2026: Beginning at 7:00pm and continuing until 11:00 pm
  - ii. Saturday, September 5, 2026: Beginning at 11:00 am and continuing until 11:00 pm
  - iii. Sunday, September 6, 2026: Beginning at 11:00 am and continuing until 11:00 pm
  - iv. Monday, September 7, 2026: Beginning at 11:00 am and continuing until 11:00pm.
- B. Location of Authorized Consumption and Carrying. See attached Exhibit C. As a further narrative explanation, consumption and carrying of alcohol beverages shall be contained to the sidewalks and the grassy area of Lakefront Park depicted on said Exhibit C. The streets will remain open to vehicular traffic and are explicitly excluded from the authorized area during this time period unless a pedestrian is otherwise lawfully crossing the street. The beach area at Lakefront Park is expressly excluded.

**Section 4. Rules and Regulations.** The authorization for consumption and carrying set forth in this Resolution is strictly conditioned on compliance with all of the following requirements, which shall apply in equal force to all of the time periods and locations set forth in this Resolution:

- A. Alcohol Beverages as that term is used throughout this Resolution means any intoxicating liquor, wine, or fermented malt beverage as those terms are defined by Wis. Stat. §125.02.
- B. Alcohol Beverages consumed or carried within the areas authorized by this Resolution must have been purchased or otherwise lawfully obtained from a Class “B” retail license/permit holder or “Class B” retail license holder whose licensed premises are directly adjacent to and/or directly access the areas depicted or described on the applicable Exhibit A, B, or C. No carry-in alcohol beverages obtained from locations other than those establishments are permitted.
- C. Alcohol Beverages consumed or carried within the areas authorized by this Resolution shall be contained only in their original plastic or aluminum packaging or transparent, unbreakable containers. Glass containers are expressly prohibited.

- D. No Alcohol Beverage purchased at one licensed premises may be carried into another licensed premises other than the one at which it was purchased or lawfully obtained nor may an Alcohol Beverage be carried onto any premises open to the public but which does not possess a license to sell alcohol beverages.
- E. No open Alcohol Beverages may be removed from the geographic areas authorized by this Resolution.
- F. No Alcohol Beverages may be carried or consumed in or on parking lots or premises held out to the public for use of motor vehicles, nor upon any private property without the permission of the owner or occupant.
- G. All applicable Village ordinances and state laws pertaining to the sale, use and consumption of Alcohol Beverages remain in full force and effect, including, but not limited to, requirements that Alcohol Beverages carried out of a licensed premises must be in a closed original sealed container or bear a tamper evident seal. License holders shall remain responsible for compliance with all rules and regulations governing their applicable license, including any and all regulations governing the proper packaging and labeling of beverages sold specifically for off premise consumption. The Village shall assume no responsibility for a license holder's obligations under its license. Nothing in this Resolution shall be deemed a waiver of any limitations, defenses, or immunities enjoyed by the Village as a municipal corporation including, but not limited to, those found in Wis. Stat. §125.037.
- H. The Chief of Police and Director of Public Works, where applicable, are hereby directed to post signage at entry points and within the areas where consumption and carrying of alcohol beverages is authorized which reasonably informs the public of the rules and regulations contained in this Resolution.
- I. This Resolution is only applicable to those public areas where alcohol beverages are not otherwise authorized to be sold, whether by permanent or temporary license. To the extent the areas described by this Resolution include a premises described on a validly issued license to sell alcohol beverages, whether that license is issued before or after the date of this Resolution, the premises described in such license shall control and this Resolution shall be deemed not to authorize consumption or carrying of alcohol beverages on such licensed premises. For illustrative purposes only, outdoor street dining areas and picnic licenses which are otherwise included in a licensed premises' description of an area where alcohol beverages will be sold and consumed on premise are otherwise excluded from the authorizations stated in this Resolution.

**Section 5. Failure to Abide by Rules and Regulations.** Any consumption or carrying of alcohol beverages which does not occur in strict compliance with the requirements of this Resolution shall be deemed unauthorized and shall subject the offender to the ordinances and penalties otherwise found in the Municipal Code for the Village of Pewaukee. Nothing in this Resolution shall be construed as otherwise waiving any applicable code section of the Village of Pewaukee Municipal Code or Wisconsin State Statute, whose rules and requirements shall continue in full force and effect

in the areas where consumption and carrying of alcohol beverages is authorized by this Resolution.

**Section 6. Rescission or Amendment.** The Village Board may, in its sole reasonable discretion, amend or rescind any or all terms of this Resolution, at any time, by subsequent action of the Village Board.

Passed and adopted this 2<sup>nd</sup> day of June, 2026, by the Village Board of the Village of Pewaukee.

APPROVED:

Countersigned:

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Jeff Knutson, Village President

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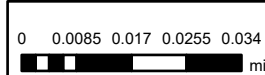
Mackenzie Quigley, Village Clerk



# Village of Pewaukee 2026 DORA July 4th Weekend



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



1" = 153'  
1:1,838

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

### Notes

Road closure defined by Police

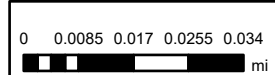
DISCLAIMER: The Village of Pewaukee does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



# Village of Pewaukee 2026 DORA August 15 Boat Show



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



N  
1" = 153'  
1:1,838

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

**Notes**

Road closure defined by Police

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**PUBLIC WORKS DEPARTMENT  
1000 Hickory Street  
Pewaukee, WI 53072**

# Memorandum

To: Village Board  
CC: Matt Heiser, Village Administrator  
From: David Buechl, P.E.,P.L.S., Director of Public Works/Village Engineer  
Date: May 29, 2026  
Re: Agenda Item 6(b)

Review, discussion and possible action on Resolution 2026-07: A Resolution Regarding the Wisconsin Department of Natural Resources Reporting Year 2025 Compliance Maintenance Annual Report.

## **BACKGROUND**

All Wisconsin communities that have a WPDES waste water discharge permit are required to file a Compliance Maintenance Annual Report (CMAR) to the DNR regarding its wastewater collection system. Before the report can be submitted to the DNR the Village Board is to acknowledge the report by formal resolution. Attached is the report and draft resolution.

Effective August 1, 2016, the Village must maintain a Capacity, Management, Operations, and Maintenance (CMOM) program. CMOM is a framework for municipalities to identify and incorporate widely-accepted wastewater industry practices to better manage, operate, and maintain collection systems. What this means is the Village must set achievable goals for conducting maintenance and ensuring capacity, document and maintain records of the collection system and regular maintenance, provide adequate staffing and financial resources to operate, protect the environment, clarify duties of the Village etc. Reporting is annual through the CMAR with self-audits and potential regulatory audits to confirm compliance.

The financial, collection, and overall grade of an “A” indicates this Department is conducting appropriate actions concerning the collection system.

## **ACTION REQUESTED**

The action requested of the Village Board is to adopt Resolution 2026-07 acknowledging the reporting year 2025 Compliance Maintenance Annual Report, and authorize the Director of Public Works to submit the complete report to the DNR.

## **ANALYSIS**

See attached CMAR for description of information reported to Wisconsin Department of Natural Resources (WDNR). I recommend that the Board approve the resolution.

Attachments: Resolution 2026-07 and eCMAR

STATE OF WISCONSIN VILLAGE OF PEWAUKEE WAUKESHA COUNTY

RESOLUTION NO. 2026-07

A RESOLUTION REGARDING THE WISCONSIN DEPARTMENT OF  
NATURAL RESOURCES REPORTING YEAR 2025 COMPLIANCE  
MAINTENANCE ANNUAL REPORT

**WHEREAS**, it is a requirement under a Wisconsin Pollutant Discharge Elimination system (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater treatment/wastewater collection system under Wisconsin Administrative Code NR208, and;

**WHEREAS**, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report, and;

**WHEREAS**, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of “C” or less) and/or an overall grade point average (<3.00), and;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Village Board of the Village of Pewaukee, Waukesha County, Wisconsin, that the following actions will be taken to address or correct problems/deficiencies of the collection system as identified in the Compliance Maintenance Annual Report;

Recommended Actions:      None Required, grade of an “A”

Dated this 2<sup>nd</sup> day of June, 2026.

VILLAGE OF PEWAUKEE

\_\_\_\_\_  
Jeff Knutson, Village Board President

ATTEST:

\_\_\_\_\_  
Mackenzie Quigley, Village Clerk

# Compliance Maintenance Annual Report

Pewaukee Village Sewage Collection System

Last Updated: Reporting For:  
5/28/2026 2025

## Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Shawn Tremaine"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="262-200-7506"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="stremaine@villageofpewaukee.gov"/></p>																	
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2025"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund; etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0																
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>																	
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2025"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>3.2.1 Ending Balance Reported on Last Year's CMAR</b></td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;"><input style="width: 150px;" type="text" value="911,938.15"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="109,981.78"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="1,021,919.93"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="35,134.79"/></td> </tr> </table>	<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>		\$	<input style="width: 150px;" type="text" value="911,938.15"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$	<input style="width: 150px;" type="text" value="109,981.78"/>	3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="1,021,919.93"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="35,134.79"/>	
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3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="1,021,919.93"/>														
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="35,134.79"/>														

# Compliance Maintenance Annual Report

Pewaukee Village Sewage Collection System

Last Updated: Reporting For:  
5/28/2026 **2025**

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*) - \$ 28,777.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year \$ 1,028,277.72

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.  
New VFD Installed

3.3 What amount should be in your Replacement Fund? \$ 407,033.33 **0**

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Rehab of Kopmeier lift station.	\$800,000	2026
2	Glacier and W. Wisconsin rehab and replacement	\$420,000	2026
3	Lift 1 Bar Screen Replacement	\$700,000	2028
4	Prospect Ave. Sewer relay	\$1,000,000	2027
5	Park Ave. Relay 375'	\$160,000	2028
6	Main St-CIPP	\$200,000	2028

## 5. Financial Management General Comments

### ENERGY EFFICIENCY AND USE

## 6. Collection System

### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

#### **COLLECTION SYSTEM PUMPAGE: Total Power Consumed**

Number of Municipally Owned Pump/Lift Stations:

# Compliance Maintenance Annual Report

Pewaukee Village Sewage Collection System

Last Updated: Reporting For:  
5/28/2026 **2025**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	37,402	1,226
February	31,388	1,046
March	32,829	645
April	43,440	526
May	30,741	257
June	35,963	87
July	31,391	7
August	40,910	12
September	25,465	69
October	25,844	142
November	29,687	560
December	34,352	1,045
<b>Total</b>	<b>399,412</b>	<b>5,622</b>
<b>Average</b>	<b>33,284</b>	<b>469</b>

6.1.2 Comments:

## 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

No

Yes

Year:

By Whom:

Describe and Comment:

# Compliance Maintenance Annual Report

Pewaukee Village Sewage Collection System

Last Updated: Reporting For:  
5/28/2026 2025

## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Replacing pumps and VFD at Kopmeier Lift  
Replacing VFD at Lift 1  
Replacing 2 Pumps at Lift 1 to be more efficient.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Pewaukee Village Sewage Collection System

Last Updated: Reporting For:  
5/28/2026 2025

## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Jetting 15% YES 18%

MH INspections 15% YES 15%

Rehab based on Inspections-YES

Optimized use of GIS-YES

Evaluate Safety Program-YES

Evaluate Customer Service and Education-YES

Integrate CMOM into Budget-YES

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Ch 90b, Village Ord

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2013-12-17

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

# Compliance Maintenance Annual Report

Pewaukee Village Sewage Collection System

Last Updated: Reporting For:  
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Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map
- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- A description of routine operation and maintenance activities (see question 2 below)
- Capacity assessment program
- Basement back assessment and correction
- Regular O&M training
- Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- Construction, Inspection, and Testing
- Others:

- Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

- Responsible personnel communication procedures
- Response order, timing and clean-up
- Public notification protocols
- Training
- Emergency operation protocols and implementation procedures
- Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

- Special Studies Last Year (check only those that apply):

- Infiltration/Inflow (I/I) Analysis
- Sewer System Evaluation Survey (SSES)
- Sewer Evaluation and Capacity Management Plan (SECAP)
- Lift Station Evaluation Report
- Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input style="width: 60px;" type="text" value="18"/>	% of system/year
Root removal	<input style="width: 60px;" type="text" value="0"/>	% of system/year
Flow monitoring	<input style="width: 60px;" type="text" value="0"/>	% of system/year
Smoke testing	<input style="width: 60px;" type="text" value="0"/>	% of system/year
Sewer line televising	<input style="width: 60px;" type="text" value=".002"/>	% of system/year
Manhole inspections	<input style="width: 60px;" type="text" value="15"/>	% of system/year
Lift station O&M	<input style="width: 60px;" type="text" value="60"/>	# per L.S./year
Manhole rehabilitation	<input style="width: 60px;" type="text" value=".006"/>	% of manholes rehabbed
Mainline rehabilitation	<input style="width: 60px;" type="text" value=".002"/>	% of sewer lines rehabbed

# Compliance Maintenance Annual Report

Pewaukee Village Sewage Collection System

Last Updated: Reporting For:  
5/28/2026 2025

Private sewer inspections	<input type="text" value="18"/>	% of system/year
Private sewer I/I removal	<input type="text" value=".0010"/>	% of private services
River or water crossings	<input type="text" value="0"/>	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

Lined 651' of Sanitary Main Line on Capital Drive as part of 2025 Road Project. Inserted 3 T-liners for Laterals

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="43.46"/>	Total actual amount of precipitation last year in inches
<input type="text" value="34.6"/>	Annual average precipitation (for your location)
<input type="text" value="35.87"/>	Miles of sanitary sewer
<input type="text" value="5"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="6"/>	Number of complaints
<input type="text" value="1.378"/>	Average daily flow in MGD (if available)
<input type="text" value="2.12"/>	Peak monthly flow in MGD (if available)
<input type="text" value=""/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.17"/>	Complaints (number/sewer mile)
<input type="text" value="1.5"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **			
Date	Location	Cause	Estimated Volume
None reported			

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

Yes

No

If Yes, please describe:

Increase lift station discharges during large rain events

# Compliance Maintenance Annual Report

Pewaukee Village Sewage Collection System

Last Updated: Reporting For:

5/28/2026

**2025**

<p>5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <div style="border: 1px solid black; padding: 2px;">NONE</div>
<p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <div style="border: 1px solid black; padding: 2px;">CIP Replacements, Spot Pipe Repairs, MH rehabs, Chimney rebuilds and Internal/external seals added in repaving projects.</div>

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Pewaukee Village Sewage Collection System

Last Updated: Reporting For:  
5/28/2026 2025

## Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>4</b>	<b>16</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

# Compliance Maintenance Annual Report

Pewaukee Village Sewage Collection System

Last Updated: Reporting For:  
5/28/2026 2025

## Resolution or Owner's Statement

Name of Governing Body or Owner:	<input type="text"/>
Date of Resolution or Action Taken:	<input type="text"/>
Resolution Number:	<input type="text"/>
Date of Submittal:	<input type="text"/>
<b>ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):</b>	
Financial Management: Grade = A	<input type="text"/>
Collection Systems: Grade = A (Regardless of grade, response required for Collection Systems if SSOs were reported)	<input type="text"/>
<b>ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS</b> (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) <b>G.P.A. = 4.00</b>	
<input type="text"/>	



To: Jeff Knutson, President  
Trustees of the Village Board

From: Matt Heiser  
Village Administrator

Date: May 29, 2026

Re: June 2, 2026 Village Board Meeting Agenda Item 8(a)  
Review, discussion and possible action to approve the proposed Village contribution to an HVAC capital project at the Pewaukee Public Library

---

### **BACKGROUND**

This project was anticipated and contemplated to be paid by reserves during the 2026 budget process.

The Village auditors, Baker Tilly, notified the Village of a previous donation intended for the Library that was not yet spent. The Library Foundation donated \$243,000 toward the construction of the Library just after the project had begun. Baker Tilly reports it was planned to be used for the final debt payment on the building. The final debt payment was made in 2025 and the Village is still in possession of the funds. A portion of those funds were approved by the Board to be used on a roof project for the Library during the Village Board meeting on April 8, 2026.

### **ACTION REQUESTED**

The action requested is to approve the funding request and utilize remaining funds from the donation.

### **ANALYSIS**

The Village contribution to the Library roof project was \$107,840. This leaves \$135,160 of that donation available for use on this project. The Library is requesting funding not to exceed \$64,000.

Attachments:

1. Funding Request from Library Director Champe including a bid tabulation for the project and the submission from Southport.



TO: Village Board, Village of Pewaukee

FROM: Nan Champe, Library Director

SUBJECT: Request for Project and Funding Approval for Pewaukee Public Library HVAC Controls Replacement Project

DATE: 5/26/2026

On behalf of the Pewaukee Public Library Board of Trustees, I respectfully submit a request for project and funding approval for the replacement of the Library's HVAC control system. The total project cost includes contracted services from Southport Engineered Systems in the amount of \$69,964, along with an additional budget allocation of \$10,000 for technical services provided by Harwood Consulting, IT support from Taylor Computing, and a contingency allowance for any unforeseen expenses that may arise during the project.

A formal RFP process, conducted in accordance with the legal requirements of the State of Wisconsin, concluded on May 4, 2026. Six (6) contractors submitted proposals based on the same scope of work, specifications, and performance standards. The ad hoc committee reviewed all submissions to ensure compliance with the RFP requirements. Because the two lowest bids met all required specifications, both proposals were forwarded to the Library Board for consideration.

In addition to pricing, the proposals differed in the type of the Carrier I-VU system being offered. Following discussion with the Board, I conducted additional research regarding the functionality and long-term suitability of the proposed software systems. The Board authorized this review and subsequently approved awarding the contract to the lowest qualified bidder, contingent upon final software determination, for an amount not to exceed \$75,000.00. Following this review, I believe the Carrier I-VU Pro, proposed by Southport Engineered Systems is the best option for the Library.

The replacement of the Library's HVAC control system is categorized as a Capital Project under the Joint Library Agreement. In accordance with the terms of the agreement, the Village has agreed to contribute 80% toward eligible capital project costs. For this project, the Village's share of the contract cost would total \$55,971.20, with an additional \$8,000 allocated toward associated project expenses and contingency costs. Accordingly, we respectfully request funding approval in an amount not to exceed \$64,000.

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

Enclosures:

1. RFP Tabulation
2. Southport Engineered Systems Proposal

Browse. Borrow. Bloom.

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





May 4, 2026

Nan Champe  
Pewaukee Public Library  
210 Main Street  
Pewaukee, WI 53072

**Re: Pewaukee Public Library – 2026 HVAC Control System Upgrade**

Southport Engineered Systems is pleased to offer the following proposal for your consideration based on RFP document from 4-9-2026 and Addendum #1/2 from 4-28-2026:

Carrier I-Vu Pro Control System Upgrade:

- Demo, Remove, and dispose of existing ASI controllers and components to be replaced
- Provide and install a new Carrier I-VU Pro 10.0 front end system (license up to 32 controllers/devices) on a new operator workstation with the following:
  - Twenty-Five (25) IP VAV Controllers with new supply air sensors and slide bar adjustable wall sensors (can be locked out). Existing VAV boxes, hot water valves, power wiring, and sensor wiring to remain.
  - One (1) IP Controller with expanders serving AHU & A/C with reuse of existing control cabinet, control components, and terminal strips
  - One (1) IP Controller with expanders serving Hot water system (two boilers, two hot water pumps, and one hot water valve) with reuse of existing control cabinet, control components, and terminal strips
    - New hot water supply and return temperature sensors
    - New relays and current sensors for controlling and monitoring two (2) additional boiler pumps
- New Cat6 communication wiring between all controllers for new control system
- All necessary wiring, conduit, terminations, and hangers for new system
- All necessary programming, graphics, sequence of operations, and commissioning (FTP) of the new control system
- Owner training and one year warranty

**Total Cost:** \$69,964

Clarifications:

- Pricing is valid for 90 days from proposal date. Work to be completed during normal business hours.
- Assistance needed from Pewaukee Public Library Networking/IT for remote access and alarm setup
- Above accessible ceilings, all wire to be plenum rated and run free air.
- Carrier I-Vu system does not require subscription costs.
- Existing stand-alone controls, transformers, actuators, valves, relays, freeze stats, raceways/conduit/wiring, panels, terminal strips and sensors not listed above to remain.

We trust this is the information you desire and hope to be of further service to you. If you have any questions, please call me at (262) 705-7953.

Sincerely,  
Eric Ashley, P.E.  
eashley@southportengsys.com  
Southport Engineered Systems



To: Jeff Knutson, President  
Trustees of the Village Board

From: Matt Heiser  
Village Administrator

Date: May 29, 2026

Re: June 2, 2026 Village Board Meeting Agenda Item 8(b)  
Review, discussion and possible action allowing virtual attendance at meetings by  
members of Village Boards, Commissions and Committees.

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### **BACKGROUND**

This item is on the agenda at the request of the Village President.

The Village Board approved Ordinance 2020-09 which penalizes Board members for missing more than 3 meetings in a one-year period.

The Village Board approved Ordinance 2021-05 during the COVID-19 pandemic to accommodate virtual participation by Board, Commission and Committee members. The allowances ended with the conclusion of the pandemic, however.

### **ACTION REQUESTED**

If it is the will of the Board, the action requested is to direct staff to compose an ordinance allowing virtual participation of Village Board/Commission/Committee members.

### **ANALYSIS**

None.

### **Attachments:**

1. Ordinance 2021-05: Electronic Means to Conduct Meetings (during state of emergency)
2. Ordinance 2020-09: Village Board Absences

**ORDINANCE NO. 2021-05**

**ORDINANCE TO RENUMBER SECTION 2.103 AS 2.103(a) AND TO CREATE SECTION 2.103(b) OF THE MUNICIPAL CODE OF THE VILLAGE OF PEWAUKEE REGARDING AUTHORIZING THE USE OF ELECTRONIC MEANS TO CONDUCT REGULAR AND SPECIAL BOARD MEETINGS**

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The Village Board of the Village of Pewaukee, Waukesha County, Wisconsin do ordain as follows:

**SECTION I**

Section 2.103 of the Municipal Code of the Village of Pewaukee is hereby renumbered as Section 2.103(a).

**SECTION II**

Section 2.103(b) of the Municipal Code of the Village of Pewaukee is hereby created as follows:

**(b) Electronic Meetings**

(1) Upon either the declaration of an emergency per Section 31.03 or upon a two-thirds vote of the village board at a prior meeting, regular or special meetings of the village board may be held by Electronic Means. For purposes of this section Electronic Means is defined as a full-featured internet meeting which allows for the live broadcast and interface of the audio and video of all board members, participants, and viewers. Meetings held by Electronic Means due to a declaration of an emergency per Section 31.03 may be held by Electronic Means until the expiration of such emergency declaration. When no such emergency declaration exists, a motion by a trustee exercising the option under this section to hold board meetings by Electronic Means shall specify, by date, which meetings the board authorizes to be held by Electronic Means.

(2) Conduct of Village Board Meetings by Electronic Means. When conducting board meetings by Electronic Means, such meetings shall be conducted in strict accordance with this section.

a. The board meeting shall be conducted using an electronic platform or technology chosen in the discretion of the village clerk, who may consult with the village attorney to ensure the platform or technology complies with applicable Open Meetings Law, after considering the following factors:

- i. whether the platform or technology enables reliable two-way communication
- ii. whether the technology allows remote participants to meaningfully participate in the electronic meeting

iii. whether the platform or technology complies with Wisconsin Open Meetings Law

iv. whether the platform or technology allows all board members, participants, and viewers to view and share documents so that they are able to be viewed by all those participating in the meeting

v. whether the platform or technology allows for simultaneous aural communication of the board members essential to the deliberative character of the meeting

b. Board meetings conducted by Electronic Means shall be conducted entirely by Electronic Means. Trustees may not attend the applicable meeting from the same physical location.

c. At the commencement of each meeting, the village clerk shall take a roll call of all board members for purposes of determining whether a quorum of the board is present. Each board member present shall audibly respond so that the clerk may determine if a quorum is present. In the event a quorum is not present, the village clerk shall audibly announce that fact to those participating in the meeting by Electronic Means.

d. If, at any time during the course of the meeting, two-way communication with a trustee is lost or interrupted, the Village Clerk shall make a reasonable attempt to reestablish two-way communication with the trustee. If, after making such reasonable attempt, two-way communication cannot be reestablished, the clerk may cease efforts to reestablish two-way communication, and the meeting shall continue, provided a quorum still exists without the lost participant. Notwithstanding the foregoing, a trustee must have two-way communication firmly established throughout the entire discussion or debate on a specific item of business in order to be eligible to vote on any action related to that specific item of business. Should a trustee lose two-way communication for a substantial amount of time during discussion of a specific item of business, the applicable trustee is ineligible to vote on any action related to that specific item of business.

e. If a meeting is to be conducted by Electronic Means, the village clerk shall include on any written notice of such meeting instructions and information on how the meeting may be accessed by the public.

f. Matters before the village board which, by ordinance or statute, require the village board to hold a public hearing on the matter may conduct said public hearing by Electronic Means. Notwithstanding the foregoing, any written notice of a public hearing shall clearly indicate whether the board will take action on that item at the same village board meeting at which the public hearing is held or at a subsequent meeting by including the applicable language “No action will be taken at this meeting” or “Action may be taken at this meeting.” The decision to take or defer action as described in this paragraph on a matter which requires a public hearing shall be at the discretion of the village president.

g. Unless a contrary rule is provided above, any meeting held by Electronic Means shall be conducted in accordance with *Roberts Rules of Order Newly Revised*, sections 9:30-36, as amended.

(3) All other boards, committees, or commissions of the Village, other than the Village Board, may, upon the specific prior approval of the Village Board, conduct regular or special meetings by Electronic Means in strict accordance with this Section 2.103(b). Any meetings held by other boards, committees, or commissions under this paragraph are subject to the standards of conduct set forth in Section 2.103(b)(2).

**SECTION III**

All Ordinances or parts of Ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

**SECTION IV**

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the ordinance.

**SECTION IV**

This Ordinance shall take effect upon passage and publication as approved by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Pewaukee, and shall indicate the date and number of this amending Ordinance therein.

**PASSED AND ADOPTED** by the Village Board of the Village of Pewaukee, this  
1 day of June, 2021.

APPROVED:



Jeff Knutson, Village President

Countersigned:



Cassie Smith, Village Clerk

ORDINANCE NO. 2020-09

ORDINANCE TO AMEND CHAPTER 2, ARTICLE II, DIVISION 2, SECTION 2.108 OF THE MUNICIPAL CODE OF THE VILLAGE OF PEWAUKEE REGARDING VILLAGE BOARD ABSENCES

WHEREAS, the Village of Pewaukee Village Board believes that attendance at Village Board meetings is important to the role of an elected official; and

WHEREAS, the Village of Pewaukee Village Board believes that excessive absences from Village Board meetings merits a reduction in the salary of the Village President and Village Trustee.

NOW, THEREFORE, the Village Board of the Village of Pewaukee, Waukesha County, Wisconsin, do ordain as follows:

SECTION ONE:

Sec. 2.108 – Absences is amended to add the following:

(d) Whenever the Village President or a Village Trustee has more than three absences from a Village Board meeting for Village Board meetings scheduled between the second meeting of April until the first meeting of April in the following year, each meeting missed thereafter shall result in the loss of half of one month’s salary. Absences related to an illness or bereavement related to a member of the immediate family member shall not count under this ordinance. This ordinance shall be effective for trustees elected in 2019 beginning with the second regular Village Board meeting of April 2021 and for trustees elected in 2020 and thereafter commencing with the second regular Village Board meeting of April 2022.

SECTION TWO: All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

SECTION THREE: The several sections of this ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other portions of the ordinance.

SECTION FOUR: This ordinance shall take effect upon passage and publication as required by law but not earlier than as provided in section one herein.

Passed and adopted this 2 day of June, 2020, by the Village Board of the Village of Pewaukee.

APPROVED

Handwritten signature of Jeffrey Knutson

Jeffrey Knutson, Village President

Countersigned:

Handwritten signature of Cassie Smith

Cassie Smith, Village Clerk



To: Jeff Knutson, President  
Trustees of the Village Board

From: Matt Heiser  
Village Administrator

Date: May 29, 2026

Re: June 2, 2026 Village Board Meeting Agenda Item 8(c)  
Review, discussion and possible action on a proposed contract for general engineering services from RA Smith.

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### **BACKGROUND**

Historically the Village has engaged RA Smith for general engineering services.

### **ACTION REQUESTED**

The action requested of the Board is to approve the proposed contract.

### **ANALYSIS**

It was recently discovered by staff that the contract was not extended dating back to 2025 so the proposal is for 2025-2026.

The Village Attorney has reviewed the contract.

### **Attachments:**

1. Proposed Contract with RA Smith 2025-2026.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**  
**for**  
**CONSULTING ENGINEERING SERVICES**  
**2025-2026**

This AGREEMENT, upon execution by and between the VILLAGE OF PEWAUKEE hereinafter referred to as the VILLAGE and R.A. SMITH, INC. hereinafter referred to as the CONSULTANT, provides for Professional Engineering services to be furnished by CONSULTANT for Consulting Engineer Services consisting of those tasks specifically described in the Scope of Services.

The terms of this AGREEMENT shall provide services of the CONSULTANT, which are requested or required by the VILLAGE. The intent and purpose of this AGREEMENT are to achieve a mutual understanding of the responsibilities of the CONSULTANT and the form of compensation to be received by the CONSULTANT to provide said services.

**Section 1 – General**

The ENGINEER shall perform and provide normal civil, environmental, municipal engineering, site planning, surveying, and construction services as herein stated.

**Section 2 – Principal Contacts**

The VILLAGE and CONSULTANT understand the following individuals are considered the contact priorities for all direction, requests, and services:

VILLAGE

Primary Contact:

Matt Heiser  
Village Administrator  
235 Hickory Street  
Pewaukee, WI 53072-3592  
(262) 691-5660 (ext. 222)

CONSULTANT

Primary Contact:

Jake Scholbe, PE,  
Project Manager  
16745 West Bluemound Road  
Brookfield, WI 53005  
(262) 317-3360

### **Section 3 – Scope of Services**

- A. The CONSULTANT shall provide the following professional services or any other services requested by the VILLAGE that are within the scope of work offered by the CONSULTANT.
1. Attend monthly Plan Commission meetings.
  2. Attend Village Board meetings when requested by the VILLAGE.
  3. Provide development plan reviews for compliance with the Village’s Land Development Code and prepare a report to the Plan Commission or Village Board.
  4. Provide engineering services and administration for Village public works projects from investigation and design through bidding and award recommendation, as requested by the VILLAGE.
  5. Provide general advice and consultation, as needed, regarding existing and potential Village owned, operated and maintained facilities (i.e. water distribution, sanitary collection and treatment, storm sewer management, streets and roads, buildings, etc.)
  6. Interpretation of general requirements of regulations, codes, etc. of local, state and federal agencies (i.e. WDNR, WisDOT, etc.)
  7. Studies or reports not directly connected with projects currently contracted for.
  8. Construction observation and administration for Village-owned infrastructure related to development projects.
  9. Construction observation and administration for Village public works projects, as requested by VILLAGE.
  10. Other Village sponsored projects as requested periodically by the VILLAGE.

### **Section 4 – Time Schedule**

- A. This contract is for two years and is subject to an annual review.

### **Section 5 – Compensation**

- A. The above-described services will be provided for on a time and expense basis according to CONSULTANTS standard hourly rates indicated below. Usual and customary expenses such as mileage, postage, delivery, and printing will be invoiced at cost.

- Project Manager (Jake Scholbe) \$183/hour
- Project Engineer \$175/hour
- Civil Engineer \$123-\$164/hour
- Engineering Technician \$89-\$158/hour

- Construction Manager \$183/hour
- Construction Inspector \$106-\$172/hour

B. The CONSULTANT shall submit invoices monthly with an itemized statement for the time and expenses incurred on each development project worked on for ease of charging back the time to developers.

## Section 6 –Terms and Conditions

A. The Standard Terms and Conditions of this agreement are attached.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in their behalf respectively by their proper officers or officials thereunto duly authorized by their respective governing bodies.

### CONSULTANT

R.A. SMITH, INC.



Date: May 21, 2026

\_\_\_\_\_  
Jacob W. Scholbe, P.E.  
Project Manager

### VILLAGE

VILLAGE OF PEWAUKEE

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

\_\_\_\_\_  
Matt Heiser, Village Administrator

H:\2268100\Contract\EC 260520 2025-2026 Consulting Engineering Services Contract.docx

## STANDARD TERMS AND CONDITIONS

### A. STANDARD OF CARE

The standard of care for all professional consulting and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar circumstances at the same time and in the same area locally. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

### B. AUTHORIZED REPRESENTATIVE

Contemporaneous with the execution of the Agreement, CONSULTANT and VILLAGE shall designate specific individuals to act as CONSULTANT'S and VILLAGE'S representatives with respect to the services to be furnished or performed by CONSULTANT and duties and responsibilities of VILLAGE under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of each respective party.

### C. PAYMENTS TO CONSULTANT

Invoices will be prepared in accordance with CONSULTANT'S standard invoicing practices and will be submitted to VILLAGE by CONSULTANT. Invoices are due and payable within 30 days of receipt. If there is any objection to an invoice, or any portion thereof, VILLAGE shall provide written notice of such objection within thirty (30) calendar days of the invoice date. Failure to provide written notice of such objection shall constitute a waiver of any such objection and acceptance of the invoice as submitted. If VILLAGE fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT'S invoice therefor, the amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the said thirtieth day. In addition, CONSULTANT may after giving seven days written notice to VILLAGE, suspend services under this Agreement until CONSULTANT has been paid in full all amount due for services, expenses, and other related charges.

### D. OWNERSHIP AND REUSE OF DOCUMENTS

All materials developed, prepared, completed, or acquired by CONSULTANT during the performance of the services specified in this Agreement, including all finished or unfinished surveys, data, drawings, maps, photographs, and reports shall become the property of VILLAGE and shall be delivered to VILLAGE during the Agreement period. Such materials shall not be released by CONSULTANT or used for other purposes at any time without the written permission of VILLAGE. Reuse of or modifications to any such documents by VILLAGE, without CONSULTANT'S written permission, shall be at VILLAGE'S sole risk, and VILLAGE agrees to indemnify and hold CONSULTANT harmless from all claims, damages, expenses, including reasonable attorneys' fees, arising out of such reuse by VILLAGE or by others acting through VILLAGE.

No drawings, maps, photographs, documents, reports or other data prepared or completed by under this Agreement shall be copyrighted by CONSULTANT, nor shall any notice of copyright be registered by CONSULTANT in connection with any such material prepared or completed under this Agreement.

### E. ACCESS

VILLAGE shall arrange for safe access and make all provisions for CONSULTANT and CONSULTANT'S consultants to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

### F. INSURANCE

CONSULTANT shall maintain insurance coverage, at a minimum, in the following amounts, naming the VILLAGE as an additional insured:

## STANDARD TERMS AND CONDITIONS

General Liability:	
General Aggregate	\$2,000,000
Products/Comp/Ops Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000
Automobile Liability	
CSL	\$1,000,000
Excess Liability	
Umbrella Form – Each Occurrence	\$5,000,000
Umbrella Form – Aggregate	\$5,000,000
Workers' Compensation and Employers' Liability	
Each Accident	\$1,000,000
Disease Policy Limit	\$1,000,000
Disease Each Limit	\$1,000,000
Professional Liability	
Aggregate/Occurrence	\$2,000,000

A Certificate of Insurance shall be provided to the VILLAGE as evidence thereof naming the VILLAGE as an additional insured and showing the CONSULTANT is covered by the above required types and amount of insurance, providing for a thirty (30) day Written Notice to the VILLAGE prior to change, termination or cancellation. Such notice provisions shall be state in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected.

### G. TERMINATION OF CONTRACT

Either party may at any time, upon seven days prior written notice to the other part, terminate this Agreement. Upon such termination VILLAGE shall pay to CONSULTANT all amounts owing to CONSULTANT under this Agreement, for all work performed up to effective date of termination upon delivery of all finished and unfinished documents prepared under this Agreement.

### H. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless VILLAGE, VILLAGE 's officers, directors, partners and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused by the negligent or intentional acts or omissions of CONSULTANT or CONSULTANT's officers, director, partners, employees and consultants in the performance of CONSULTANT's services under this agreement.

To the fullest extent permitted by law VILLAGE shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of VILLAGE or VILLAGE 's officers, director, partners, employees and consultants with respect to this agreement and nothing in this paragraph shall obligate the VILLAGE to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

## STANDARD TERMS AND CONDITIONS

Notwithstanding the forgoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the VILLAGE or its insurer's ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the VILLAGE or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law. The VILLAGE's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall the VILLAGE be required to indemnify the CONSULTANT for its own negligent or intentional conduct

To the fullest extent, permitted by law, CONSULTANT's total liability to VILLAGE and anyone claiming by, through, or under VILLAGE for any injuries, losses, damages and expenses caused in part by the negligence of CONSULTANT and in part by the negligence of VILLAGE or any other negligent entity or individual, shall not exceed the percentage that CONSULTANT's negligence bears to the total negligence of VILLAGE, CONSULTANT, and all other negligent entities and individuals.

### I. LIMITATIONS ON LIABILITY.

No employee or agent of CONSULTANT shall have individual liability to VILLAGE. VILLAGE agrees that to the fullest extent permitted by law, CONSULTANT's total liability to VILLAGE for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any causes including, but not limited to, CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the amount of the Certificate of Liability Insurance provided by CONSULTANT under this Agreement. If VILLAGE desires a limit of liability greater than provided above, VILLAGE and CONSULTANT shall include as part of the Agreement the amount of such limit and the additional compensation to be paid to CONSULTANT for assumption of such additional risk.

### J. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of VILLAGE and CONSULTANT and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for the VILLAGE's benefit, and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. VILLAGE agrees to include a provision in all contracts with CONTRACTORS and other entities involved in this project to carry out the intent of this paragraph.

### K. FORCE MAJURE

CONSULTANT shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond CONSULTANT's reasonable control.

### L. SEVERABILITY AND WAIVER OF PROVISIONS

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon VILLAGE and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## STANDARD TERMS AND CONDITIONS

### M. DISPUTE RESOLUTION

VILLAGE and CONSULTANT shall attempt to settle any disputes arising out of this Agreement by discussions between the parties senior management. If any dispute cannot be resolved in this manner within a reasonable amount of time, VILLAGE and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of relating to this Agreement or the breach thereof (“dispute”) to mediation prior to filing legal proceedings.

### N. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, notation or any other manner), without the prior written consent of the VILLAGE. Provided, however that claims for money due or to become due the CONSULTANT from the VILLAGE under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the VILLAGE.

### O. ESTIMATES

The estimates of cost and material quantities for each project provided herein are to be prepared by the CONSULTANT for general guidance of the VILLAGE, only. CONSULTANT shall prepare such estimates through the exercise of their experience and judgment in applying presently available information. However, since CONSULTANT has no control over competitive bidding or market conditions, CONSULTANT makes no warranty, expressed or implied, regarding the accuracy of such opinions as compared to contract bids or actual costs to VILLAGE.

### P. TIME OF PERFORMANCE

The services to be performed under the terms and conditions of this Agreement shall be in force and shall commence upon execution of this Agreement by the CONSULTANT and upon written notice from the VILLAGE to proceed. The work under this Agreement shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement.

In addition to all other remedies inuring to the VILLAGE should this Agreement not be completed by the time frame specified in accordance with all of its terms, requirements and conditions therein set forth, the CONSULTANT shall continue to be obligated thereafter to fulfill CONSULTANT’s responsibility to complete the scope of services and to execute any necessary amendment to this Agreement. Delays in completing the work within the time provided for completion as specified elsewhere in this Agreement, for reasons attributable to the VILLAGE, may constitute justification for additional compensation to the extent of documentable increases in costs of labor, services or materials as a result thereof.

CONSULTANT shall not be liable for delays or failure to perform its services caused directly by circumstances beyond CONSULTANT’s control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of VILLAGE or third parties not under control of CONSULTANT including any construction contractor, site inaccessibility or inability of others to obtain materials, labor, equipment, or transportation. Should any of the above occur, then the date of completion of the services shall be adjusted for such delay, provided the CONSULTANT reports the delay to the VILLAGE within a reasonable time of its discovery.

In the event of such a delay to any schedule established in this Agreement, the schedule shall be amended to compensate for such delay. If in the event such delay exceeds sixty (60) calendar days, CONSULTANT shall be entitled to an equitable and mutually agreeable adjustment in compensation.

## STANDARD TERMS AND CONDITIONS

### Q. OPEN RECORDS

Notwithstanding any other clause written herein, CONSULTANT understands and agrees that VILLAGE is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then CONSULTANT shall provide the information as requested and charge no more than the cost to copy said information.

### R. HAZARDOUS MATERIAL

VILLAGE acknowledges that CONSULTANT'S scope of services does not include any services related to the presence at the project site of asbestos, PCB's, petroleum, hazardous waste, toxic waste, radioactive materials, or any substance which may cause a danger to persons or property. VILLAGE further acknowledges that CONSULTANT is performing professional services for VILLAGE and CONSULTANT is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

### S. AMENDMENT

This Agreement, upon execution by both VILLAGE and CONSULTANT, can only be amended by a written instrument signed by both parties.

### T. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Wisconsin.

### U. SURVIVAL

All obligations arising out of this Agreement and all provisions of this Agreement allocating responsibility between the VILLAGE and CONSULTANT shall survive the completion of services and the termination of this Agreement.