



**Special Village Board Meeting Agenda
Monday, June 22, 2026
5:00 p.m.**

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

To view the meeting live:

<https://www.youtube.com/watch?v=NwX6XGLQIgo>

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Resolutions
 - a. Review, discussion and possible action on Resolution 2026-08: A Resolution To Declare A Public Works Emergency And Permit A Contract To Be Awarded To Municipal Well & Pump for Repair at Well #2 Without Using The Public Bid Procedure.
3. 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 June 19th, 2026



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: June 18, 2026

Re: June 22, 2026 Village Board Meeting Agenda Item 2(a)
Review, discussion and possible action on Resolution 2026-08: A Resolution To Declare
A Public Works Emergency And Permit A Contract To Be Awarded To Municipal Well
& Pump For Repair at Well #2 Without Using The Public Bidding Procedure.

BACKGROUND

This issue was an item on the agenda of the June 16, 2026 Village Board meeting. The Board discussed the urgency of the repair and heard advice from the Village Attorney regarding the state public bidding requirements. The Board decided to follow the statutory process to declare a public works emergency.

ACTION REQUESTED

The action requested is to approve Resolution 2026-08.

ANALYSIS

The Village Attorney advises that Wis. Stat. Section 62.15(1b) requires the local board of public works to approve the resolution to declare the public works emergency. Attorney Gralinski further advises that municipal code for the Village of Pewaukee vests the authority of a local board of public works with the Village Board (Section 2.100) to implement the various sections of the public bidding statute, Wis. Stat. Sec 62.15. Therefore, the Village Board can approve the resolution. In this case the resolution itself has provisions that approve the submitted proposal (Exhibit A attached) so the Board need only approve Resolution 2026-08 to both declare the public works emergency and approve the proposal.

Attachments:

1. Resolution 2026-08.
2. Exhibit A: The proposed agreement from Municipal Well & Pump
3. The original staff memo from DPW Director Buechl for the June 16, 2026 Village Board meeting.

RESOLUTION NO. 2026-08

**RESOLUTION TO DECLARE A PUBLIC WORKS EMERGENCY AND
TO PERMIT A CONTRACT TO BE AWARDED TO MUNICIPAL WELL & PUMP FOR
REPAIR AT WELL #2 WITHOUT
USING THE PUBLIC BID PROCEDURE**

WHEREAS, Village of Pewaukee Department of Public Works/Utility staff recently observed a significant decrease in the quantity of water being pumped from Well #2, a decrease from 450 gallons per minute pumped to 350 gallons per minute pumped; and

WHEREAS, Village staff retained Municipal Well & Pump to test the well, and said tests determined that there is likely a hole in the pipe which returns water from the well to the surface; and

WHEREAS, the Director of Public Works is concerned that if the pipe is not immediately repaired, the remaining pipe would further deteriorate, crack and fall into the well, necessitating the Well's prolonged shutdown while the pipe is removed and repaired; and

WHEREAS, to avoid further damage and a prolonged shutdown, the pump for Well #2 has been temporarily shut down to avoid further deterioration and will remain shut down until the pipe is repaired; and

WHEREAS, Well #2's operability is critical to the Village's capacity to provide water service to its residents and customers, as Wells 3 and 5 are scheduled to be taken offline in the near future for scheduled maintenance; Well 4, while online, is undergoing construction related to HMO Treatment; and the Village's excess and contingency capacity is limited by Well #2 being offline; and

WHEREAS, a failure of another well while Well #2 is offline would significantly hamper the Village's ability to provide water service to its residents and customers; and

WHEREAS, pursuant to Section 2.100 of the Municipal Code of the Village of Pewaukee, the Village has adopted the bid statutes for cities under the Wisconsin Statutes, specifically Section 62.15 and directs that the Village Board shall discharge the duties of a Board of Public Works under said statutes; and

WHEREAS, Section 62.15(1b) of the Wisconsin Statutes provides that when damage or threatened damage to public infrastructure creates an emergency as determined by resolution in which the public health, safety or welfare is endangered, the public bid requirement is waived until

such time as the emergency no longer exists.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Pewaukee that the Board finds, pursuant to Wis. Stats. Sec. 62.15(1b), that there is a public emergency with respect to the damage to the return pipe at Well #2 such that immediate repair is necessary in order to avoid further damage to Well #2 and further to avoid damage to public health and safety arising from further reduction or loss of water service capacity in the Village of Pewaukee.

BE IT FURTHER RESOLVED that the Village Board approves the contract with Municipal Well & Pump for the aforementioned repair of Well #2 in accordance with the terms of the proposal attached hereto and marked Exhibit "A", in the amount of \$84,767.70.

BE IT FURTHER RESOLVED that the Village President, Village Director of Public Works and other Village officers are authorized to execute the contract with Municipal Well & Pump and to take such other action as may be necessary to effectuate the intention of this Resolution.

BE IT FURTHER RESOLVED that the Public Works emergency shall continue to exist until the repairs as outlined in the attached contract are completed, at which time the emergency will be deemed no longer to exist.

Dated this 22nd day of June 2026.

APPROVED:

Jeff Knutson, Village of Pewaukee President

Countersigned:

Mackenzie Quigley, Village of Pewaukee Clerk



MUNICIPAL
WELL & PUMP
A Division of Midwest Well Services, Inc.

Work Agreement

(Cover Page)

Date: 6/9/2026

MWP Job # ML26-1209

The undersigned Client hereby instructs Municipal Well & Pump, A Division of Midwest Well Services, Inc. to proceed with the work described below with the understanding that the Terms and Conditions shown attached are hereby incorporated as part of this Work Agreement. The Purchaser further understands that all proposals or estimates, if any, are based on the best information available prior to beginning work AND also understands that the final project scope may vary from the original proposal if conditions, depths or other job factors change during the project. All prices are subject to State and Local Sales and Use Taxes unless a certificate of exemption is provided to Municipal Well & Pump.

Client Information

Company Name:	<u>Village of Pewaukee</u>	Contact Name	<u>Shawn Tremaine</u>	
Billing Info:	<u>1000 Hickory Street</u>	<u>Pewaukee</u>	<u>WI</u>	<u>53072</u>
	<small>Billing Address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>
	<u>262-691-5660</u>	<u>262-691-5664</u>	<u>stremaine@villageofpewaukee.com</u>	
	<small>Phone</small>	<small>Fax</small>	<small>Email</small>	

Project Information

Project Name: Pewaukee Well #2 - Pull & Replace Pipe

Description of Work to be Performed:

Pull the entire pump assembly and inspect the pump. Once inspection is complete, we will reinstall all pumping equipment with the replaced column pipe to include reinstalling the airlines and replacing the broken airline. After install, we will perform a pump test to verify proper operation and collect two Bacti samples.

Taxes are not included.

Total Project Cost \$ 84,767.70

IN WITNESS WHEREOF, this agreement is executed as of the date shown above:

Client

Contractor

By: _____
Name: _____
Title: _____
Date: _____
PO Number (if needed) _____

Municipal Well and Pump
By: _____
Name: _____
Title: _____
Date: _____

Work Agreement Terms

EXCLUSIVE TERMS. These terms govern all Midwest Well Services, Inc. d/b/a Municipal Well & Pump ("Contractor") work. "Client/Owner" (as identified on the front side hereof) have entered into a contract on the terms and conditions set forth herein. These terms are the only terms to which Contractor agrees, and supersede all prior statements, proposals, negotiations, representations, and agreements and shall constitute the entire agreement between Contractor and Client. Any additional or conflicting provision(s) contained in any other form of the Client is hereby expressly objected to by Contractor and shall not modify this Work Agreement.

INVOICES. Invoices will be submitted once a month with payment due within 30 days of the invoice date. A late charge at the rate of 1% per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after said 45 days. Client agrees to pay any and all attorneys' fees and court costs should attorneys be utilized, or court proceedings initiated to collect any past due amounts.

INFORMATION. It is recognized that Client has superior knowledge of the job site, site history, access routes to the job site, known or suspected contaminants, surface and subsurface conditions, etc., and Client is obligated to advise Contractor of all or any conditions that may affect Contractor's performance hereunder. Client agrees to provide Contractor with such specifications, plans, site history information, reports, studies or other information on surface and subsurface conditions as will be reasonably required by Contractor for safe, proper and timely performance of the work. Client shall obtain all necessary permits and rights-of-way and indemnify and hold Contractor harmless for its failure to do so and for claims of trespass or damage to property, including underground utilities or structures, which arise out of performance of the work.

LIABILITY. Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise. Further, Client agrees to indemnify and hold Contractor harmless from and against any and all claims, demands, causes of action (including third party claims for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which result from (i) any release or threatened release of any substance (whether hazardous or not); (ii) any claim that Contractor or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state or federal laws or regulations); or (iii) any negligent or wrongful act or omission of Client or others under Client's control, except that this indemnification shall not apply to the extent any demand or cause of action results from Contractor's negligence or intentional misconduct.

PERFORMANCE. Contractor will exercise reasonable skill and judgement in performing the work. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN HEREUNDER. Contractor does not warrant any specific results of any kind.

WARRANTY. Contractor warrants to the original end user, that for a period of one year from the date of startup that the equipment installed by Contractor shall be free from defects in materials and workmanship. This warranty does not include damage due to acts of God, accident, misuse, abuse, negligence, modification, unsuitable environment or improper maintenance. The sole obligation and liability under this warranty will be repair or replacement by Contractor with the same or an equivalent product of the defective portion of the equipment. If a failure is determined to be attributable to materials and/or workmanship during the 1-year warranty period, Contractor will repair or replace the failed components free of charge including our labor.

CHANGED CONDITIONS. The discovery of any hazardous waste, substance, pollutant, contaminant, underground obstruction, condition or utilities on or under the job site which were not brought to the attention of Contractor prior to the date of this Work Agreement will constitute a materially different site condition entitling Contractor, at its option, to terminate this Work Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance. Contractor, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Contractor to perform work outside the original scope or beyond its capabilities. In any event, Contractor may terminate operations on a site which it believes presents an unreasonable health or safety risk.

DELAYS. Contractor shall have no liability to Client, or its clients, contractors or consultants for delays attributable to acts of God, acts of third parties, weather which is not reasonably anticipatable, intervention or public authorities, inability to obtain permits necessary to perform the work, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder, and any other conditions or events which are beyond the reasonable control of Contractor shall be entitled to additional time to perform this Work Agreement equal to the time of any such delay.

INTERPRETATION. This Work Agreement shall be governed and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions stated in the Work Agreement (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each term, provision and condition of this Work Agreement shall be valid and enforceable to the fullest extent permitted by law.

GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Wisconsin, exclusive of Wisconsin's conflict of laws provisions. Any and all claims, questions or disputes regarding the interpretation performance and enforceability of this Agreement, the rights and remedies of the parties hereunder, and all related actions or counterclaims shall be initiated and or prosecuted exclusively in Dodge County Circuit Court, Juneau, Wisconsin. The parties further agree to submit to the jurisdiction of said courts.

LIEN NOTICE. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.



Project Proposal

Re: Pewaukee Well 2

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
1	8" 9 11 1/4" Column Pipe T&C	30.00	Pieces	\$ 552.00	\$ 16,560.00
2	8" 5' Column Pipe T&C	1.00	Piece	430.00	430.00
3	Labor to Pull Pump Set, Replace old Pipe, Reinstall Pump Se	1.00	LS	53,250.00	53,250.00
4	New Airline Installed	790.00	feet	4.30	3,397.00
5	Pump Testing and Sampling	1.00	LS	1,840.00	1,840.00
6	Cost to Coat all New Pipe	31.00	Per Piece	299.70	9,290.70
7				-	-
8				-	-
9				-	-
10				-	-
11				-	-
12				-	-
13				-	-
14				-	-
15				-	-
16				-	-
17				-	-
18				-	-
19				-	-
20				-	-
21				-	-
22				-	-
23				-	-
24				-	-
25				-	-
26				-	-
27				-	-
28				-	-
29				-	-
30				-	-
31				-	-
32				-	-
33				-	-
34				-	-
35				-	-
36				-	-
37				-	-
38				-	-
39				-	-
40				-	-
41				-	-
42				-	-
43				-	-
44				-	-
45				-	-
46				-	-
47				-	-
48				-	-
Total Project Proposal					\$ 84,767.70

Dated: June 2, 2026

By:

Chase Hoinacki

Chase Hoinacki
Project Manager
Municipal Well & Pump



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Jeff Knutson, President
Village Board Members

CC: Matt Heiser, Village Administrator

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

Date: June 2, 2026

Re: June 16, 2026 Village Board Meeting Agenda item 8(c)
Review, discussion and possible action on a proposed agreement with Municipal Well and Pump to rehab Well #2

BACKGROUND

Attached for your review and consideration please find a scope of work and cost proposal from Municipal Well & Pump related to Village Well #2. Well #2 is located at 125 Capitol Drive.

ACTION REQUESTED

The action requested of the Village Board is to review and consider approval of the Well #2 Work Agreement Proposal with estimate from Municipal Well & Pump for \$84,767.70.

ANALYSIS

During this past month, the quantity of water being pumped from Well #2 decreased from 450 GPM to 350 GPM. Municipal Well & Pump pump tested the well and determined that there may be a hole in the pipe that sends the well water back to the surface. The pump is now temporarily shut down to avoid the remaining pipe from falling down into the well and having to be fished out.

Municipal Well and Pump would pull the well pump equipment and replace all used 310 feet of column pipe, reinstall all airlines, and replace the broken airline. Once the pipe is installed, Municipal will perform a pump test to verify proper operation. This proposal also includes collecting two water samples following completion of the work.

As a side note, 400 feet of column was replaced in 2024. The estimated start date is June 22, 2026.

As of June 9, 2026, the actual contract has not been received. DPW staff are hoping to receive the contract prior to Friday to include in packet. I recommend the Village Board approve the proposed rehabilitation agreement from Municipal Well and Pump for \$84,767.70.

Attachment:

1. Proposed agreement with Municipal Well and Pump.