



Regular Village Board Meeting Agenda
Tuesday, August 4, 2026
6:00 PM

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

To view the meeting live:

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

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations:
 - a. Announcement Regarding Village Hall Front Counter Closure on August 24, 2026.
3. Approval of Minutes of Previous Meeting.
 - a. Minutes from the July 21, 2026, Special Village Board Meeting.
 - b. Minutes from the July 21, 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 – None.
6. Resolutions – None.
7. Old Business – None.
8. New Business
 - a. Review, discussion and possible action regarding draft utility and street design drawings for 2027 Prospect Avenue project from Main Street to School Street including possible addition of new sidewalk.
 - b. Review, discussion and possible action to award the construction contract to Wolf Paving, Inc. for the 2026 West Wisconsin street project from Burroughs Drive to Glacier Road.
 - c. Review, discussion and possible action to approve a design proposal from RA Smith for the 2027 street project on West Wisconsin from Glacier Road to Village limits.
 - d. Review, discussion and possible action to approve a design proposal from RA Smtih for the 2027 street project on Richmond Drive.
 - e. Review, discussion and possible action to extend the special events permit for Waterfront Wednesdays and sales of alcohol at Lakefront Park to include August 12 and August 19.
 - f. Review, discussion and possible action on an update on the Quiet Zone project.
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 July 31st, 2026



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 30, 2026

Re: August 4, 2026 Village Board Meeting Agenda Item 2(a)
Announcement Regarding Village Hall Front Counter Closure on August 24, 2026.

BACKGROUND

The Village Administrator would like a team celebration for his two-year anniversary with the Village. The Administrator thought this would be a good opportunity for a team-building exercise.

Discussions with the administrative team led to a request for an off-site lunch which would leave the office unstaffed. The Administrator is proposing 90 minutes.

ACTION REQUESTED

This item is not on the agenda for action. However, if Board members are not comfortable with the idea they can express that at the meeting and staff will take that as direction.

ANALYSIS

The Village President was favorable to the idea as long as there is notice to the public and the Board as a body was comfortable. In 2025 the Village Attorney recommended this announcement on an agenda and it did not result in any issues last year.

This would not involve any Village funds.

Attachments – None.

**VILLAGE OF PEWAUKEE
SPECIAL VILLAGE BOARD MINUTES
JULY 21, 2026**

<https://www.youtube.com/watch?v=NwX6XGLQlgo>

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

President Knutson called the meeting to order at approximately 5:04 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 Bob Rhode, Trustee Kelli Belt, Trustee Rachel Pader, Trustee Kristen Kreuser, Trustee Jim Grabowski and President Jeff Knutson. Trustee Stauff arrived at 5:15 pm.

Also Present: Village Attorney, Matt Gralinski; Village Administrator, Matt Heiser; Village Clerk, Mackenzie Quigley, Deputy Clerk, Jessica Sweet, Parks and Recreation Director, Nick Phalen.

2. Old Business

a. Review, discussion and possible action on the prioritization of and progress on objectives, strategies and tactics of the strategic plan including a conceptual plan of improvements to the beach and Lakefront Park.

Heiser provided an overview of the proposed Downtown Triangle concept plan. The Board discussed key priorities, including safety along W. Wisconsin Avenue, aesthetics, ADA accessibility to the lakefront, and creating an inviting space for all users.

Trustee Rohde emphasized the importance of the Downtown Triangle as the heart of the Village, noting that the project is intended to serve the community for decades to come.

Trustee Grabowski stated the vision is to transform the area into a destination rather than solely a beach attraction, describing the proposal as a feasible and achievable opportunity that could have a significant long-term impact.

Knutson shared that the concept was inspired by the City of Oconomowoc and its active, vibrant downtown.

Director Phalen, speaking on behalf of the Parks and Recreation Department, recommended expanding the project to include improvements to the Lakefront Park pavilion to enhance usability. He also advised against installing artificial turf near the lake. Additional ideas for improving the overall lakefront experience were discussed.

Knutson asked about the next steps.

Heiser explained that developing project costs and a timeline would be the next priority, emphasizing that the project represents a once-in-a-generation investment and should be approached with a long-term vision.

Trustee Grabowski noted that the concept plan is not final and can continue to be refined.

It was agreed that Village staff would meet with stakeholders and downtown business owners to further develop the plan.

Gralinski stated that no formal motion was necessary, provided there was clear direction from the Board.

Trustee Rohde, Trustee Grabowski, and Administrator Heiser will continue moving the project forward.

3. New Business

- a. Review, discussion and possible action on a request from the Pewaukee River Partnership for \$14,808 of seed money to apply for grants to fund planning and design of improvements to the Pewaukee River shoreline.**

Knutson expressed appreciation for the Village's ongoing partnership with the Pewaukee River Partnership.

Charlie Shong provided an update on the transition to a more comprehensive planning process, outlining the next steps and available grant opportunities.

Tom Kepp reported that the Partnership has met with the DNR and Village staff to discuss the dam and overall river improvements, including efforts to improve river depth and flow.

Nick Conner, W125S72124 Mukwonago, reviewed the anticipated project timeline, including fieldwork and surveys, development and review of the conceptual plan, funding opportunities expected from spring through late summer of next year, permitting, and future construction grant opportunities.

The Board and the Pewaukee River Partnership discussed the proposed planning process.

Trustee Grabowski motioned, seconded by Trustee Rohde to approve \$14,808 of seed money to apply for grants to fund planning and design of improvements to the Pewaukee River shoreline.
Motion carried: 7-0

4. Adjournment.

Trustee Kreuser motioned, seconded by Trustee Grabowski to adjourn the July 21, 2026, Special Village Board Meeting at approx. 6:00pm.

Motion carried: 7-0

Respectfully Submitted,

Jessica Sweet
Deputy Clerk

**VILLAGE OF PEWAUKEE
REGULAR VILLAGE BOARD MINUTES**

July 21, 2026

<https://www.youtube.com/watch?v=vn8ghNUIKIs>

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, Mackenzie Quigley; Deputy Clerk, Jessica Sweet; Village Treasurer, Colin Palm;

2. Public Hearings/Presentations:

a. Presentation of the 2025 Village audit results by Baker Tilly.

John Rader and Leah Gafney of Baker Tilly presented the 2025 audit report. The presentation included discussion of key audit findings related to library funds, ambulance and recreation fees, compensatory time, and fund balance assignments. An overview of the Village's debt, water utility financial results, and overall financial position was provided. The auditors reported that the Village's General Fund remains in good financial standing.

b. Public hearing on Ordinance 2026-07: An Ordinance to Amend the Official Zoning Map of the Village of Pewaukee to Assign the Zoning of PWV 0925-998-001 to IPS Institutional and Public Service District. No comments.

3. Approval of Minutes of Previous Meeting.

a. Minutes of June 16, 2026, Regular Village Board Meeting.

Trustee Kreuser motioned/seconded by Trustee Pader to approve June 16, 2026, Regular Village Board Meeting minutes as presented.

Motion carried: 7-0

b. Minutes of June 22, 2026, Special Village Board Meeting.

Trustee Grabowski motioned, seconded by Trustee Belt to approve the June 22, 2026, Special Village Board Meeting minutes as presented.

Motion carried: 7-0

4. Citizen Comments.

Terri Williams Connley, 210 Park Ave, expressed concerns regarding e-bikes. She inquired about the possibility of licensing requirements and suggested that operators complete a safety course demonstrating knowledge of applicable laws and regulations to improve safety for riders and the public.

Dianna Conaway, 265 Prospect Ave., expressed concerns regarding the proposed Prospect Avenue sidewalk project and requested that Prospect Avenue residents be consulted prior to approval of the project.

Stefani [sic], 244 Richmond Dr., shared concerns about e-bikes after describing a recent near-collision involving a child. She expressed support for additional regulations governing e-bike use.

Lionel Madrid, 264 [sic] Prospect Ave., expressed concerns regarding both the proposed Prospect Avenue sidewalk project and e-bike safety.

Cindy Lowry, 237 Prospect Ave., expressed concerns about e-bikes and suggested prohibiting bicycles from operating on sidewalks.

5. Ordinances

- a. Ordinance 2026-07: An Ordinance to Amend the Official Zoning Map of the Village of Pewaukee to Assign the Zoning of PWV 0925-998-001 to IPS Institutional and Public Service District. Trustee Rohde moved, seconded by Trustee Stauff, to approve Ordinance No. 2026-07. Motion carried, 7-0.**

6. Resolutions – None.

7. Old Business – None.

The Board recessed at 6:46 p.m. and reconvened at 6:52 p.m.

The Board proceeded to Item E out of agenda order due to significant public interest in e-bikes among those in attendance.

8. New Business

- a. Review, discussion and possible action on a proposal from Ruekert-Mielke to write a Facilities Plan for Lift Station #1.**
Trustee Grabowski motioned, seconded by Trustee Belt to approve a Facilities Plan for Lift Station #1, estimated value of 64,000.
Motion carried 7-0
- b. Review, discussion and possible action on Change Order #1 from DF Tomasini Contractors for a 2026 Street and Utility Project.**
Trustee Grabowski motioned, seconded by Trustee Pader to approve the Change Order #1 from DF Tomasini Contractors for a 2026 Street and Utility Project.
Motion carried 7-0
- c. Review, discussion and possible action on Change Order #2 from DF Tomasini Contractors for a 2026 Street and Utility Project.**
Trustee Grabowski asked Director Buechl whether all the proposed items were necessary.
Trustee Kreuser motioned, seconded by Trustee Grabowski to approve the Change Order #2 from DF Tomasini Contractors for a 2026 Street and Utility Project.
Motion carried 7-0
- d. Review, discussion and possible action on Change Order #3 from DF Tomasini Contractors for a 2026 Street and Utility Project.**
Trustee Kreuser motioned, seconded by Trustee Pader to approve the Change Order #3 from DF Tomasini Contractors for a 2026 Street and Utility Project.
Motion carried 7-0.
- e. Review, discussion and possible action on Village regulation and enforcement of e-bike and electric scooter use.**

President Knutson asked whether the matter should be referred to the Public Works and Safety Committee for further review.

Discussion followed.

Attorney Gralinski noted that the Village must comply with applicable state statutes.

Trustee Grabowski stated that he did not believe the Village needed to rewrite existing regulations but should first review the applicable state statutes to determine what is already addressed. He added that if additional local regulations were warranted, they could be considered at a future meeting, citing public safety concerns.

President Knutson stated there has been significant confusion regarding where e-bikes may legally operate, particularly whether they are permitted on streets or sidewalks. He expressed concern about children riding on the roadway without knowledge of traffic laws.

Attorney Gralinski emphasized the importance of distinguishing between bicycles, electric bicycles, and scooters, noting that state statutes address each type separately.

The Board and staff discussed the current enforcement and education efforts related to e-bikes and similar devices. Staff reported that the Police Department is currently educating individuals rather than issuing citations.

Staff noted that the current citation for riding a bicycle on a sidewalk, including a pedal bicycle, is \$108.

The Board directed the Police Department to begin enforcing the applicable state statutes regarding bicycles on sidewalks and the operation of bikes without pedals, which are permitted only on private property.

f. Review, discussion and possible action on Alcohol Beverage License Approvals 2026-2027.

Clerk Quigley explained the alcohol beverage license approvals. It was noted that Taqueria Don Chava's Conditional Use Grant (CUG) documents had not been submitted to Village Hall with the required signatures and, therefore, had not been recorded with the County. As a result, the outdoor patio could not be included in the licensed premises description. Clerk Quigley requested Don Chava's license approval be conditioned on signing and recording of CUG prior to issuance.

Trustee Grabowski moved, seconded by Trustee Kreuser, to approve the alcohol beverage license for Walmart. Motion carried 7-0.

Trustee Kreuser moved, seconded by Trustee Pader, to approve the alcohol beverage license for Taqueria Don Chava, subject to the stipulations presented by the Village Clerk. Motion carried 7-0.

g. Review, discussion and possible action to confirm committee appointments by the Village President:

- a. Public Works and Safety Committee – 1 Citizen Member (3-year term); Andy Sisler
- b. Joint Parks and Recreation Board – 1 Citizen Member (3-year term); Teri Morse.

Trustee Grabowski motioned, second by Trustee Kreuser to approve committee

appointments. Motion carried 7-0.

h. Review, discussion and possible action on a quarterly financial report to the Board.

Treasurer Palm presented the quarterly financial report and highlighted key financial updates.

i. Review, discussion and possible action the invoices and checks from June 2026.

Trustee Grabowski moved, seconded by Trustee Kreuser, to approve invoices and checks, excluding the library invoices. Motion carried 7-0.

Trustee Pader moved, seconded by Trustee Kreuser, to acknowledge invoices and checks from the library. Motion carried 7-0.

j. Review and discussion to recap community events on the weekend of July 3/July 4.

Trustee Rohde provided a recap of the event and expressed appreciation to the sponsors, fireworks donors, volunteers, and all others who contributed to its success. He also thanked Administrator Heiser for his assistance throughout the event.

Trustee Grabowski recognized Trustee Rohde for his hard work and dedication in organizing the event.

k. Review, discussion and possible action on a land license agreement with Soo Line Railroad Company D/B/A Canadian Pacific Kansas City for land adjacent to Kopmeier Drive.

Attorney Gralinski shared an overview of this item and the basis for closed session to discuss the Village's bargaining position.

l. Review, discussion and possible action on a letter of support from the Village for Amtrack to operate a temporary passenger train station in the Village of Pewaukee.

Administrator Heiser provided an overview of the item and the basis for closed session to discuss the Village's bargaining position.

m. The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding a land license agreement with Soo Line Railroad Company D/B/A Canadian Pacific Kansas City for land adjacent to Kopmeier Drive and a letter of support from the Village for Amtrack to operate a temporary passenger train station in the 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 Rohde moved, seconded by Trustee Pader, to convene in closed session.
Motion carried 7-0.

The Village Board convened in closed session at 8:11 p.m. following a roll call vote.

Trustee Grabowski moved, seconded by Trustee [Name], to reconvene in open session. Motion carried 7-0.

The Village Board reconvened in open session at 8:32 p.m. following a roll call vote.

The Board again addressed Agenda Item 8k. after reconvening in open session. **Trustee Grabowski motioned, seconded by Trustee Pader to approve the agreement as presented in closed session.**

Motion carried 6-1. President Knutson voted nay.

The Board again addressed Agenda Item 8l. after reconvening in open session. Board members shared their positions on the proposed project.

Trustee Belt stated that he does not support the project and does not believe it should be funded with taxpayer dollars.

Trustee Grabowski expressed his support for the project, stating that he believes it would be a tremendous opportunity for the Village. Discussion followed.

Trustee Rohde motioned, seconded by Trustee Grabowski, to authorize sending a letter of support for the Kiwanis Village Park project. Motion carried 5-2, with Trustees Stauff and Belt voting nay

9. Citizen Comments.

No comments

10. Adjournment.

Trustee Grabowski motioned, seconded by Trustee Rohde to adjourn the July 21, 2027, Regular Village Board meeting at approx. 8:53 pm.

Respectfully Submitted,

Jessica Sweet
Deputy Clerk



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Village Board Members
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer
Date: July 31, 2026
Re: August 4, 2026 Village Board Agenda item 8(a):
Review, discussion and possible action regarding draft utility and street design drawings for 2027 Prospect Avenue project from Main Street to School Street including possible addition of new sidewalk.

BACKGROUND

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

ACTION REQUESTED

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

ANALYSIS

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

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

Design consideration #1: From Lake Street to School Street, sidewalk currently exists along the northwesterly side of Prospect Avenue. On the southeasterly side of Prospect Avenue, sidewalk only exists adjacent to 210

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

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

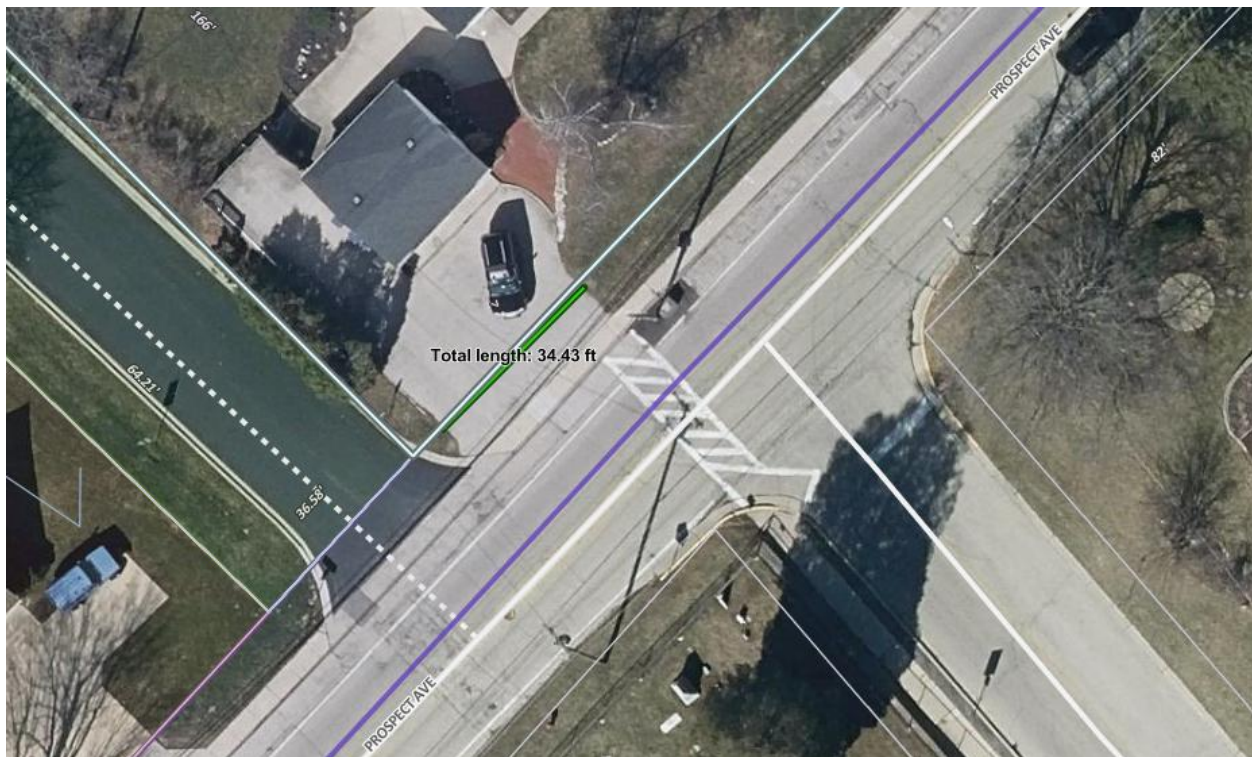
1. Extend concrete sidewalk across drive approach. The proposed design currently reflects this option. This option fits in best with the design parameters that exist at this location which include narrow right of way to Cardinal Ridge of 36 feet to be able to accommodate new ramps on each side, and having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

Recommendation

Design consideration #1: I recommend continuing to pursue that sidewalk be included as shown in the drawings from 220 Prospect Avenue to 276 Prospect Avenue. Adding sidewalk would improve pedestrian safety for the lot owners from 220 to 264 Prospect Avenue wanting to wanting to cross Prospect Avenue, would improve visibility for drivers along Prospect Avenue, would improve visibility for drivers pulling out onto Prospect Avenue from 220 to 264 Prospect Avenue, provide at least one ADA compliant crossing at the intersection of Prospect Avenue and School Street, and allow another walkway for all local residents and a potential route to and from the school. The Village will need to attempt to acquire grading easements from the lot owners. If not acquired, the design would need to be modified.

Design consideration #2: I recommend to extend concrete sidewalk across the Cardinal Ridge drive approach as shown on the drawings to make the driveway ADA compliant and not affect the driveway usability at 285 Prospect Avenue.

Attachment



PROSPECT AVE. RECONSTRUCTION PROJECT

FROM: SCHOOL STREET
TO: MAIN STREET

VILLAGE OF PEWAUKEE, WISCONSIN

LEGEND

- △ BENCHMARK

□ SECTION CORNER

⌵ FLAGPOLE

⌵ MAILBOX

⌵ SIGN

⌵ BILLBOARD

⌵ CONTROL BOX

⌵ TRAFFIC SIGNAL

⌵ RAILROAD CROSSING SIGNAL

⌵ CABLE PEDESTAL

⌵ POWER POLE

⌵ GUY POLE

⌵ GUY WIRE

⌵ LIGHT POLE

⌵ ELECTRIC MANHOLE

⌵ ELECTRIC PEDESTAL

⌵ ELECTRIC METER

⌵ TELEPHONE MANHOLE

⌵ TELEPHONE PEDESTAL

⌵ GAS VALVE

⌵ GAS METER

⌵ STORM MANHOLE

⌵ ROUND INLET

⌵ SQUARE INLET

⌵ STORM SEWER END SECTION

⌵ SANITARY MANHOLE

⌵ SANITARY CLEANOUT OR SEPTIC VENT

⌵ SANITARY INTERCEPTOR MANHOLE

⌵ MISCELLANEOUS MANHOLE

⌵ WATER VALVE

⌵ HYDRANT

⌵ WATER SERVICE CURB STOP

⌵ WATER MANHOLE

⌵ WELL

⌵ WATER SURFACE

⌵ WETLANDS FLAG

⌵ MARSH

⌵ CONIFEROUS TREE

⌵ DECIDUOUS TREE

⌵ SHRUB

— EDGE OF TREES

— SANITARY SEWER

— FORCE MAIN

— STORM SEWER

— WATERMAIN

— MARKED GAS MAIN

— MARKED ELECTRIC

— OVERHEAD WIRES

— BUREAU ELEC. SERV.

— MARKED TELEPHONE

— MARKED CABLE TV LINE

— MARKED FIBER OPTIC

— EXISTING PAVEMENT

— EXISTING GRAVEL

— EXISTING ROW

ROADWAY & UTILITY
IMPROVEMENTS
PROJECT LOCATIONS

PLAN INDEX

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

BENCHMARKS

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

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

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

VILLAGE OF PEWAUKEE

DAVID BUECHL, PE, PLS — DIRECTOR OF
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PHONE (262)691-5694

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

JACOB W. SCHOLBE, P.E.

WE ENERGIES—ELECTRIC

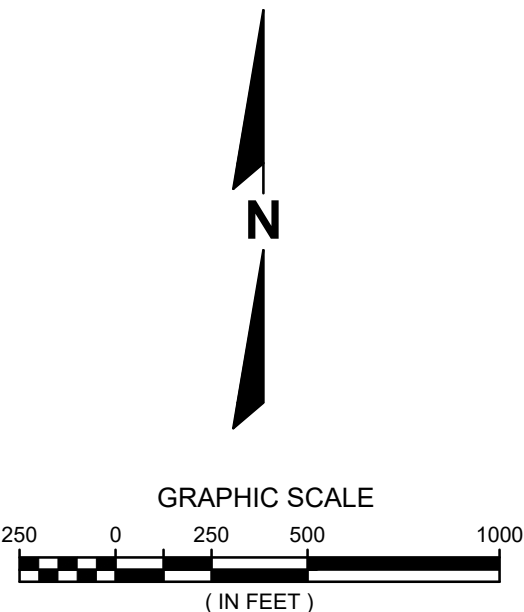
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WE ENERGIES—GAS

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AT&T

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Know what's below.
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PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

COVER SHEET

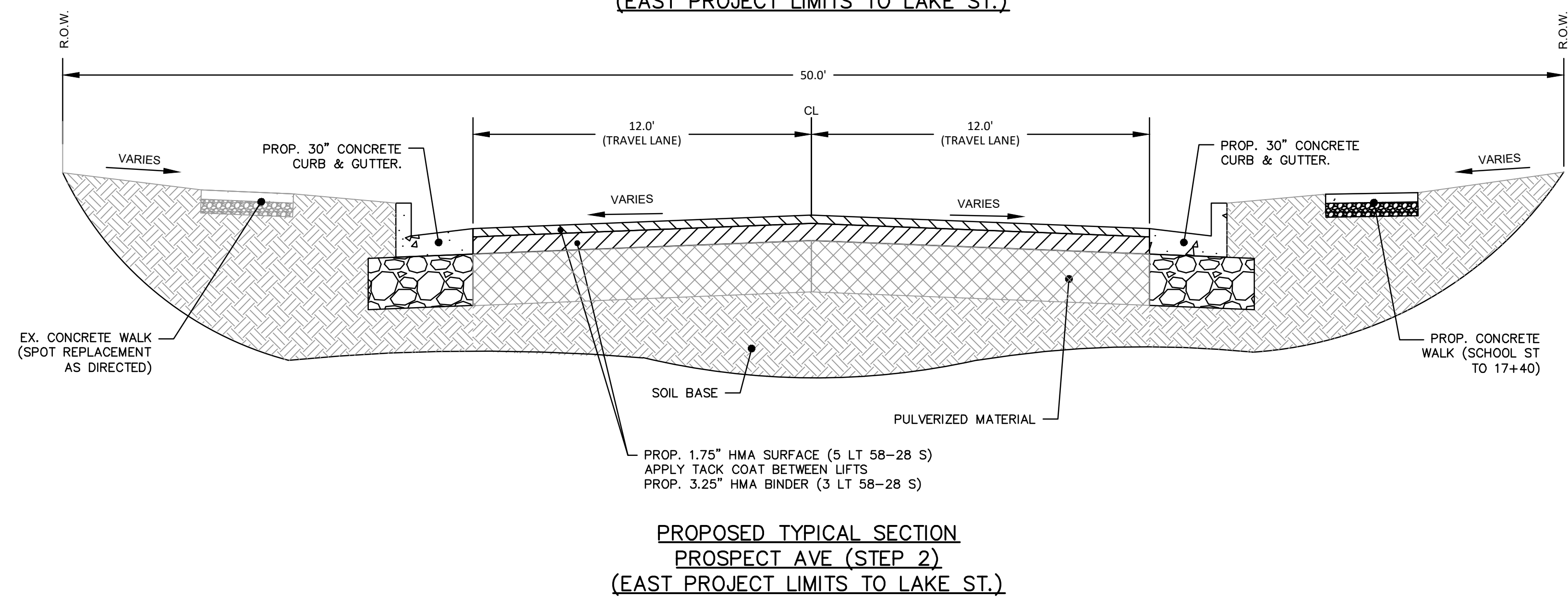
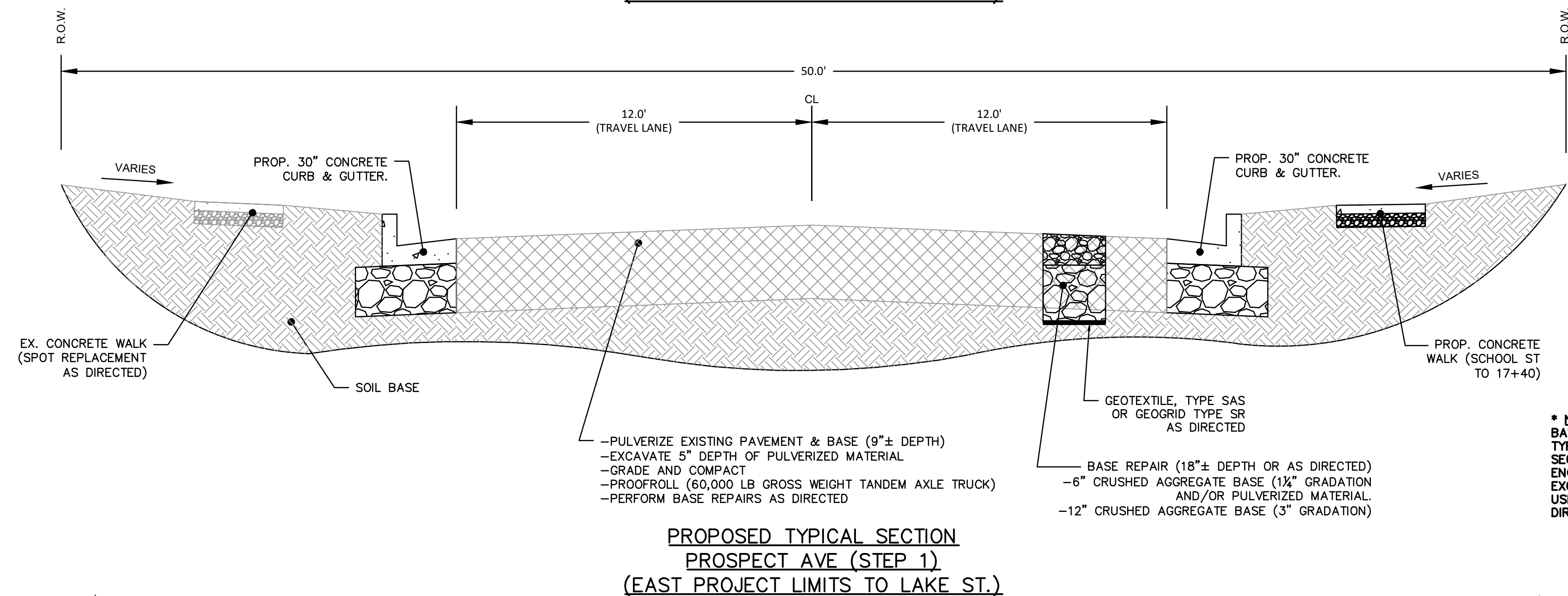
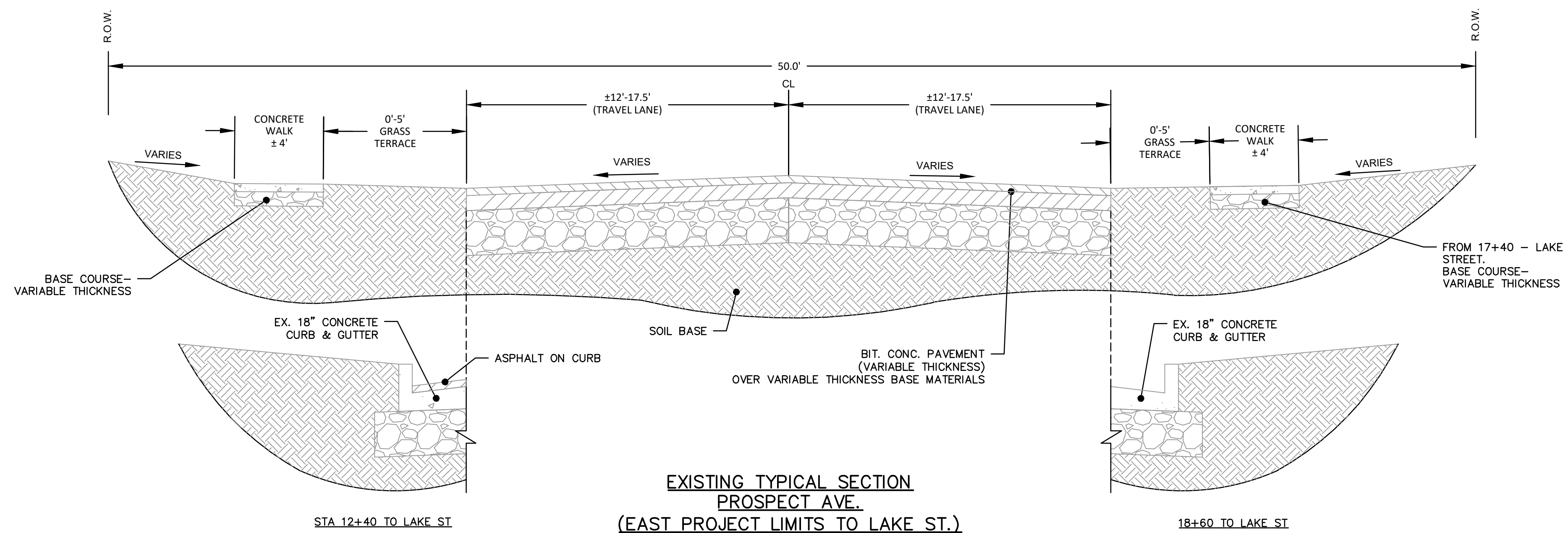
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DATE: 06/23/26
SCALE: 1" = 500'
JOB NO. 2268110
PROJECT MANAGER: JACOB W. SCHOLBE, P.E.
DESIGNED BY: AJH
CHECKED BY: JWS
SHEET NUMBER 00

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

raSmith
CREATIVITY BEYOND ENGINEERING

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

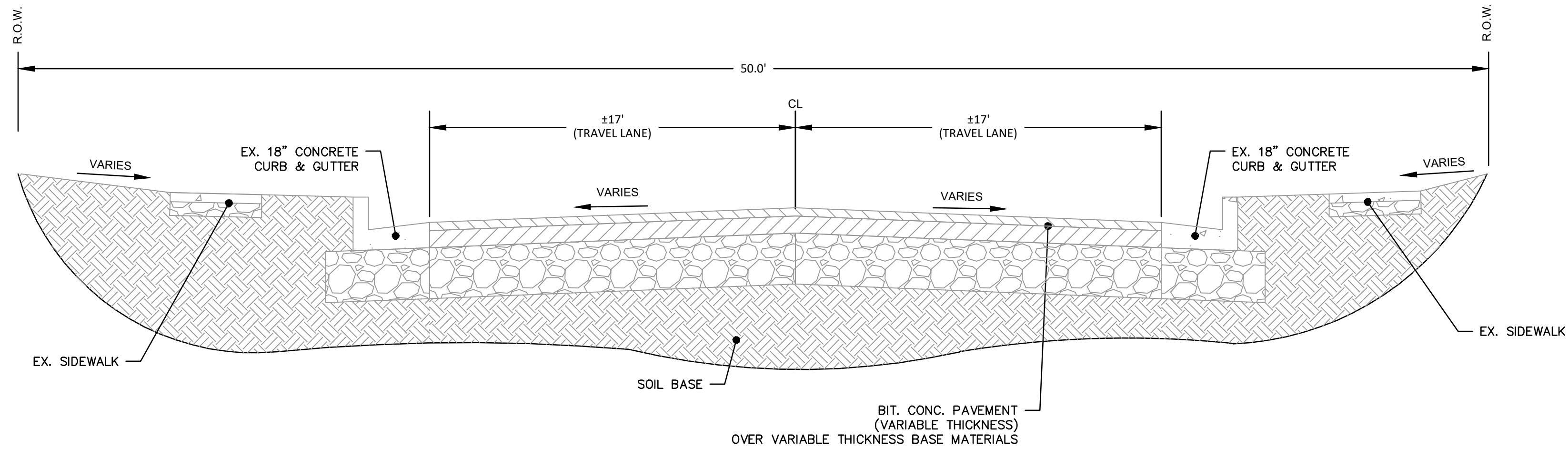


* **NOTE:** ALL AREAS OF EXCAVATION BELOW BASE COURSE SHALL RECEIVE GEOTEXTILE, TYPE SAS AS SHOWN IN THE TYPICAL SECTION. IN THE EVENT POOR SOILS ARE ENCOUNTERED AT THE BOTTOM OF EXCAVATIONS, GEOGRID TYPE SR SHALL BE USED IN LIEU OF GEOTEXTILE TYPE SAS AS DIRECTED BY THE ENGINEER.

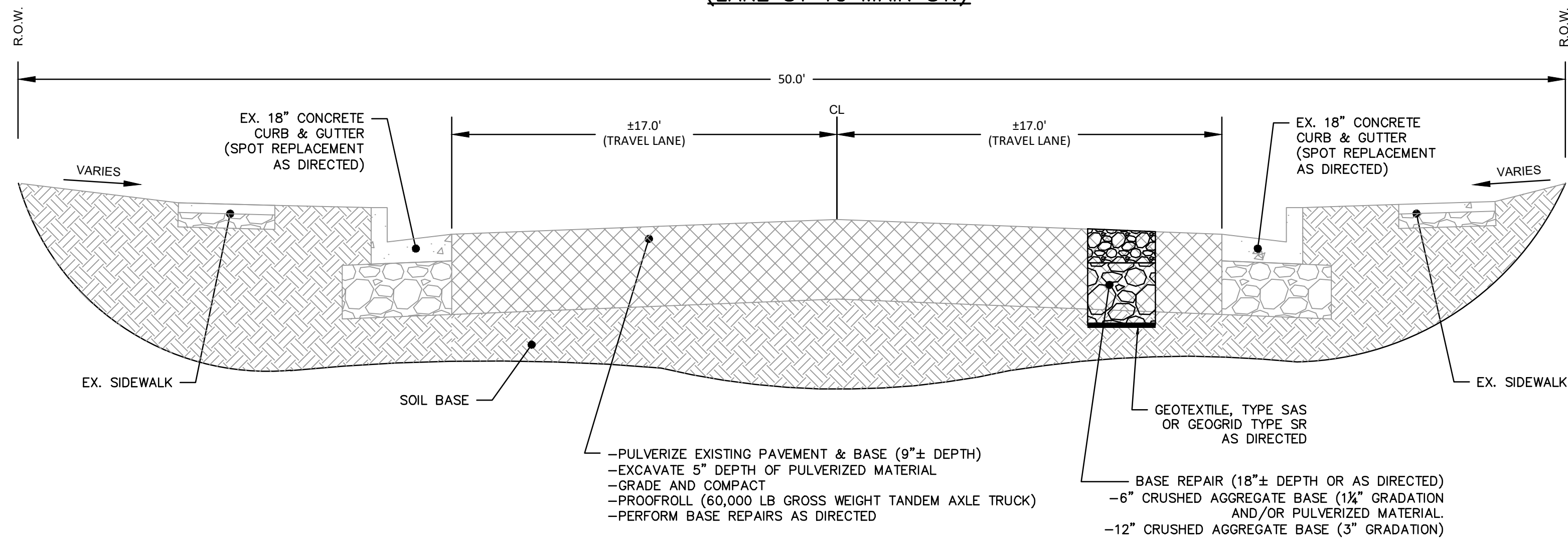
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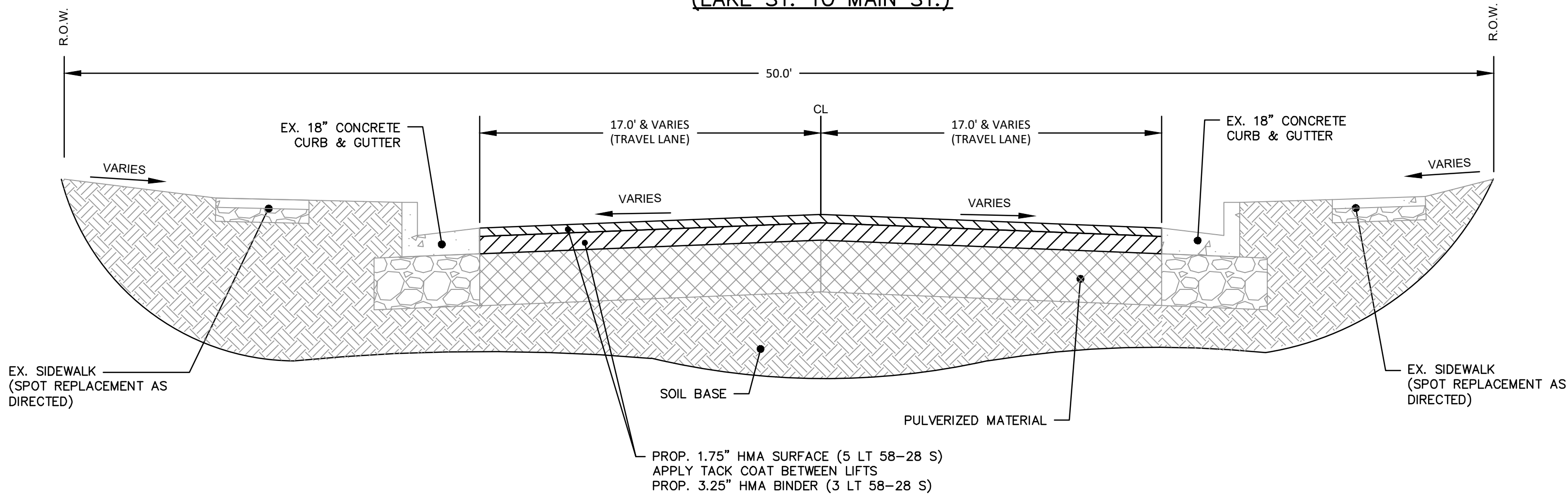
PROSPECT AVE. RECONSTRUCTION PROJECT VILLAGE OF PEWAUKEE		raSmith CREATIVITY BEYOND ENGINEERING 16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com Brookfield, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA		DATE	DESCRIPTION
PROSPECT AVE TYPICAL SECTIONS					
DRAFT NOT FOR CONSTRUCTION		© COPYRIGHT 2026 R.A. Smith, Inc.			
		DATE: 06/23/26			
		SCALE: N.T.S.			
		JOB NO. 2268110			
		PROJECT MANAGER: JACOB W. SCHOLBE, P.E.			
DESIGNED BY: AJH					
CHECKED BY: JWS					
SHEET NUMBER					
01					



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



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



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

NOTE: ALL AREAS OF EXCAVATION BELOW BASE COURSE SHALL RECEIVE GEOTEXTILE, TYPE SAS AS SHOWN IN THE TYPICAL SECTION. IN THE EVENT POOR SOILS ARE ENCOUNTERED AT THE BOTTOM OF EXCAVATIONS, GEOGRID TYPE SR SHALL BE USED IN LIEU OF GEOTEXTILE TYPE SAS AS DIRECTED BY THE ENGINEER.

DESCRIPTION

DATE

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

raSmith
CREATIVITY BEYOND ENGINEERING

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PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE
TYPICAL SECTIONS

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DATE: 06/23/26

SCALE: N.T.S.

JOB NO. 2268110

PROJECT MANAGER:
JACOB W. SCHOLBE, P.E.

DESIGNED BY: AJH

CHECKED BY: JWS

SHEET NUMBER

02

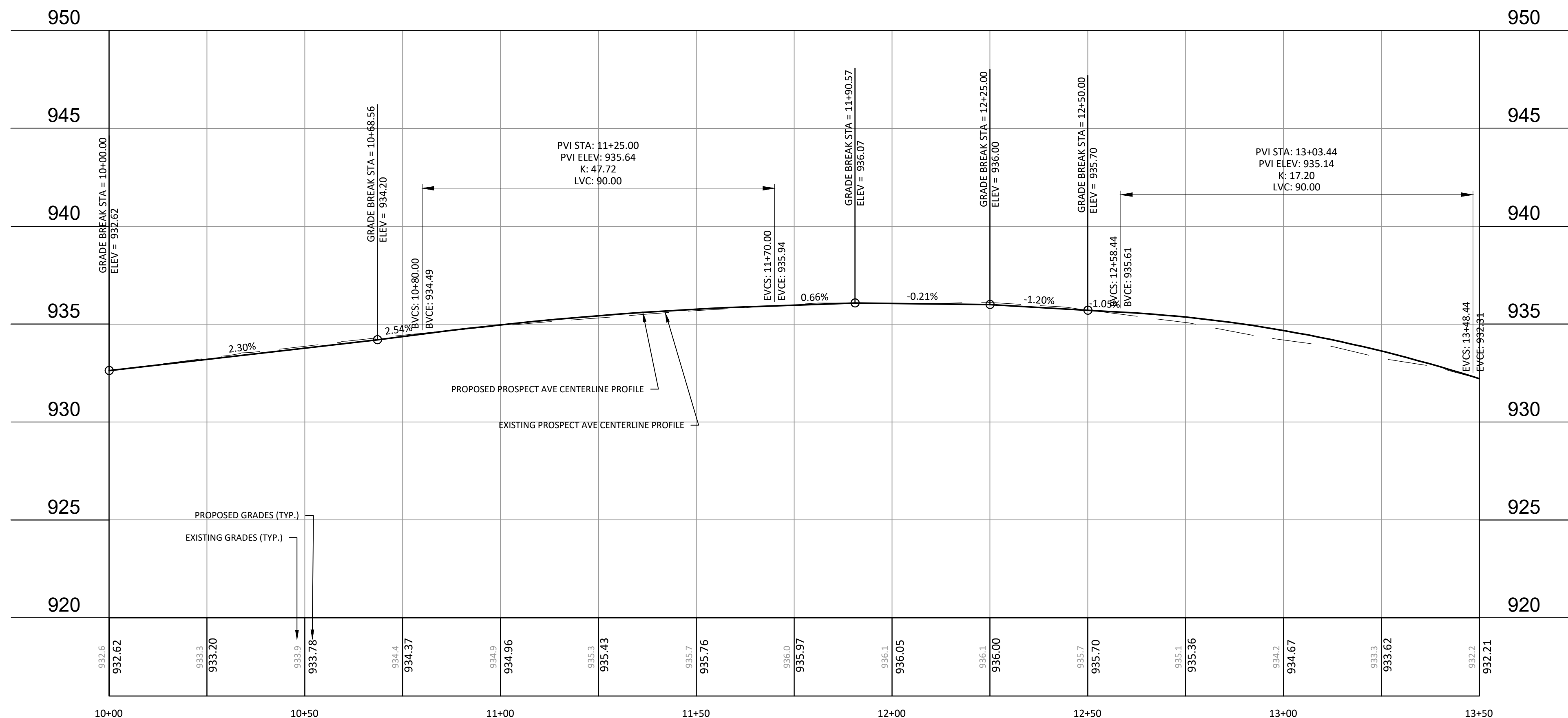
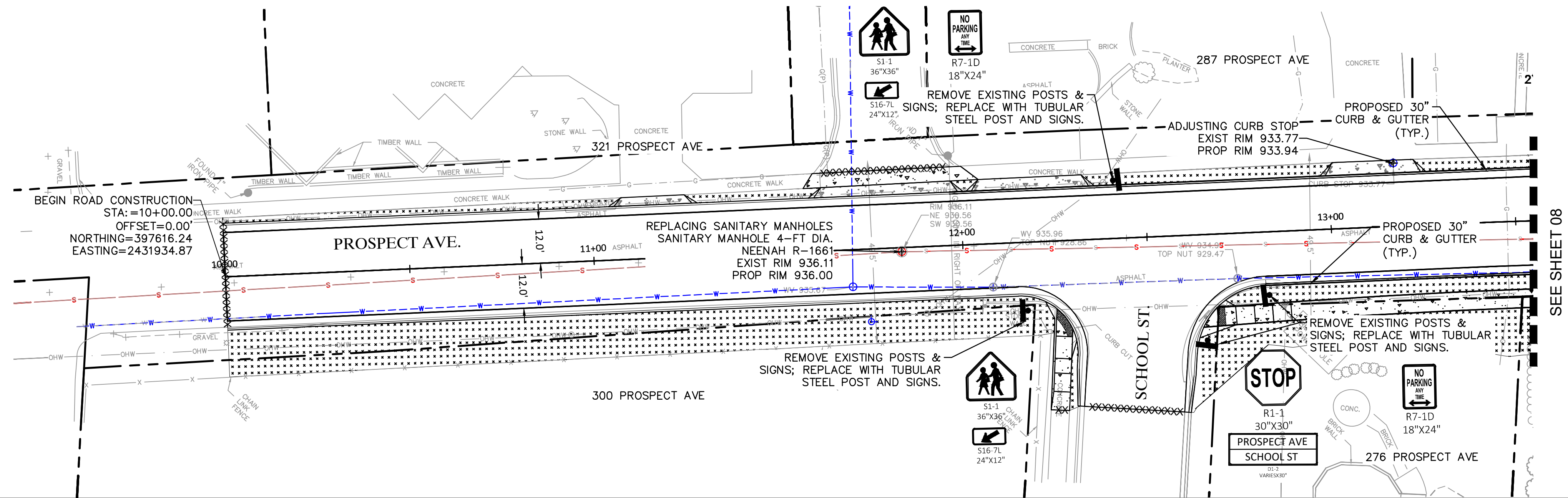
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2. CONTRACTOR SHALL NOTIFY DIGGERS HOTLINE FOR UTILITY MARKING AND LOCATIONS PRIOR TO CONSTRUCTION.
3. ALL EXISTING GAS AND/OR ELECTRICAL MAINS/DUCTS AND SERVICES SHALL BE EXPOSED BY THE CONTRACTOR IN ADVANCE OF PROPOSED STORM SEWER INSTALLATION TO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

1. CONTRACTOR SHALL PROVIDE EROSION CONTROL FACILITIES IN ACCORDANCE WITH THE MUNICIPALITY EROSION CONTROL ORDINANCE AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN, SIXTH EDITION DATED: DECEMBER 22, 2003, w/ ADDENDA NOS. 1 & 2.
3. THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES.

-



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PROSPECT AVE. RECONSTRUCTION PROJECT VILLAGE OF PEWAUKEE		 CREATIVITY BEYOND ENGINEERING		16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com		DATE	DESCRIPTION
PROSPECT AVE PLAN & PROFILE		Brookfield, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA					
DRAFT NOT FOR CONSTRUCTION		© COPYRIGHT 2026 R.A. Smith, Inc.		DATE: 06/23/26		SCALE: 1" = 20'	
		JOB NO. 2268110		PROJECT MANAGER: JACOB W. SCHOLBE, P.E.		DESIGNED BY: AJH	
		CHECKED BY: JWS		SHEET NUMBER		07	

STORM SEWER NOTES:

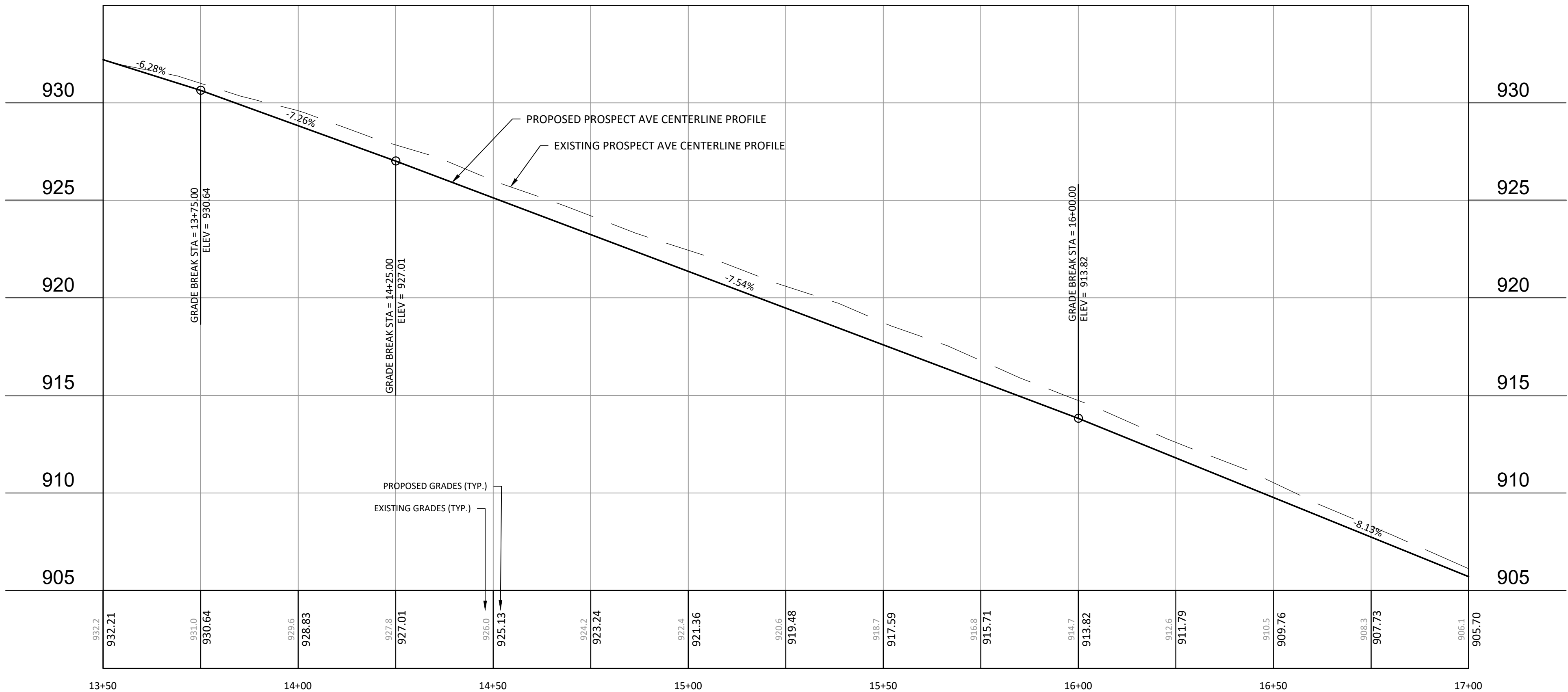
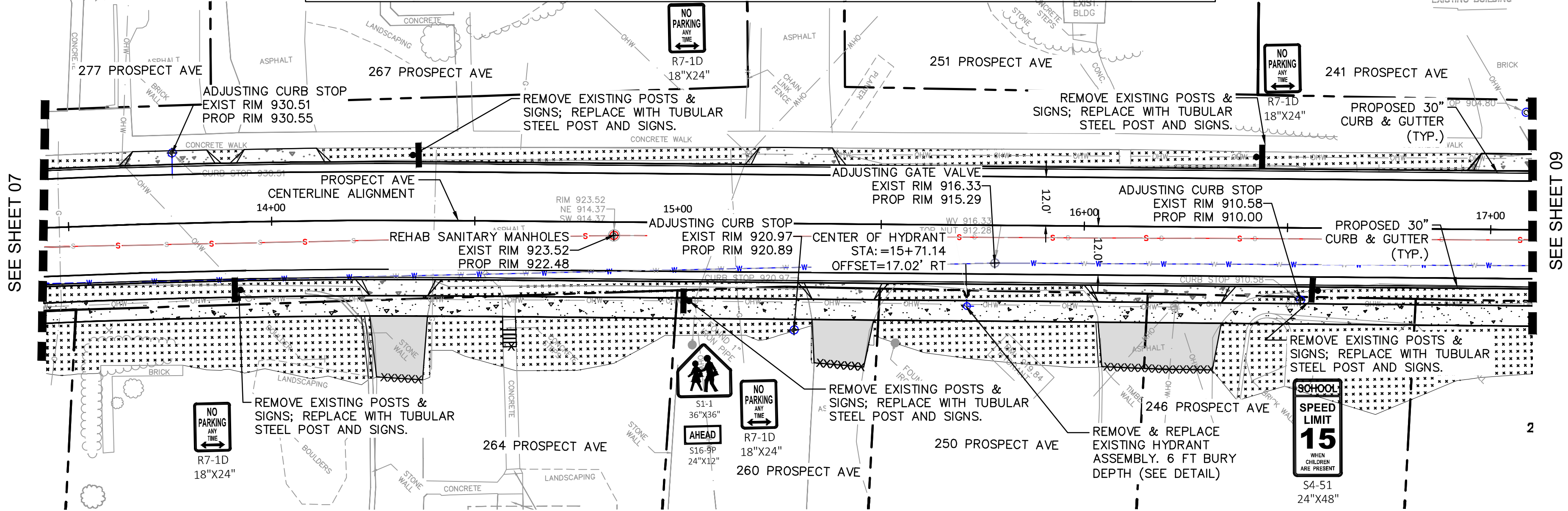
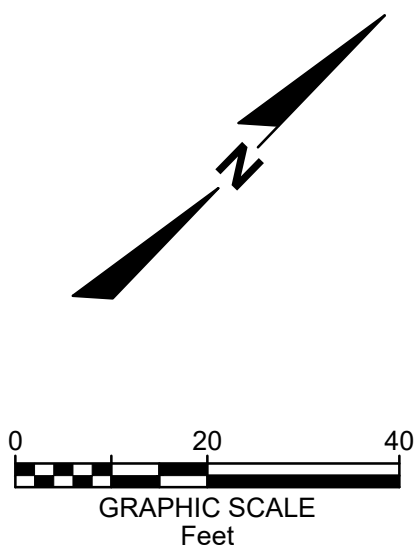
1. ALL UTILITY EXCAVATIONS SHALL BE BACKFILLED WITH CRUSHED GRAVEL AND MECHANICALLY COMPACTED UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL NOTIFY DIGGERS HOTLINE FOR UTILITY MARKING AND LOCATIONS PRIOR TO CONSTRUCTION.
3. ALL EXISTING GAS AND/OR ELECTRICAL MAINS/DUCTS AND SERVICES SHALL BE EXPOSED BY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

GENERAL NOTES:

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

LEGEND

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



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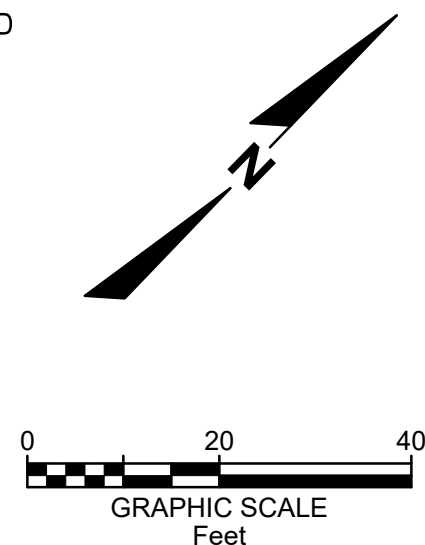
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DATE	
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CREATIVITY BEYOND ENGINEERING	
Brookfield, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	
PROSPECT AVE. RECONSTRUCTION PROJECT VILLAGE OF PEWAUKEE	PROSPECT AVE PLAN & PROFILE
© COPYRIGHT 2026 R.A. Smith, Inc. DATE: 06/23/26 SCALE: 1" = 20' JOB NO. 2268110 PROJECT MANAGER: JACOB W. SCHOLBE, P.E. DESIGNED BY: AJH CHECKED BY: JWS	
SHEET NUMBER 08	

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

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3. THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES.	

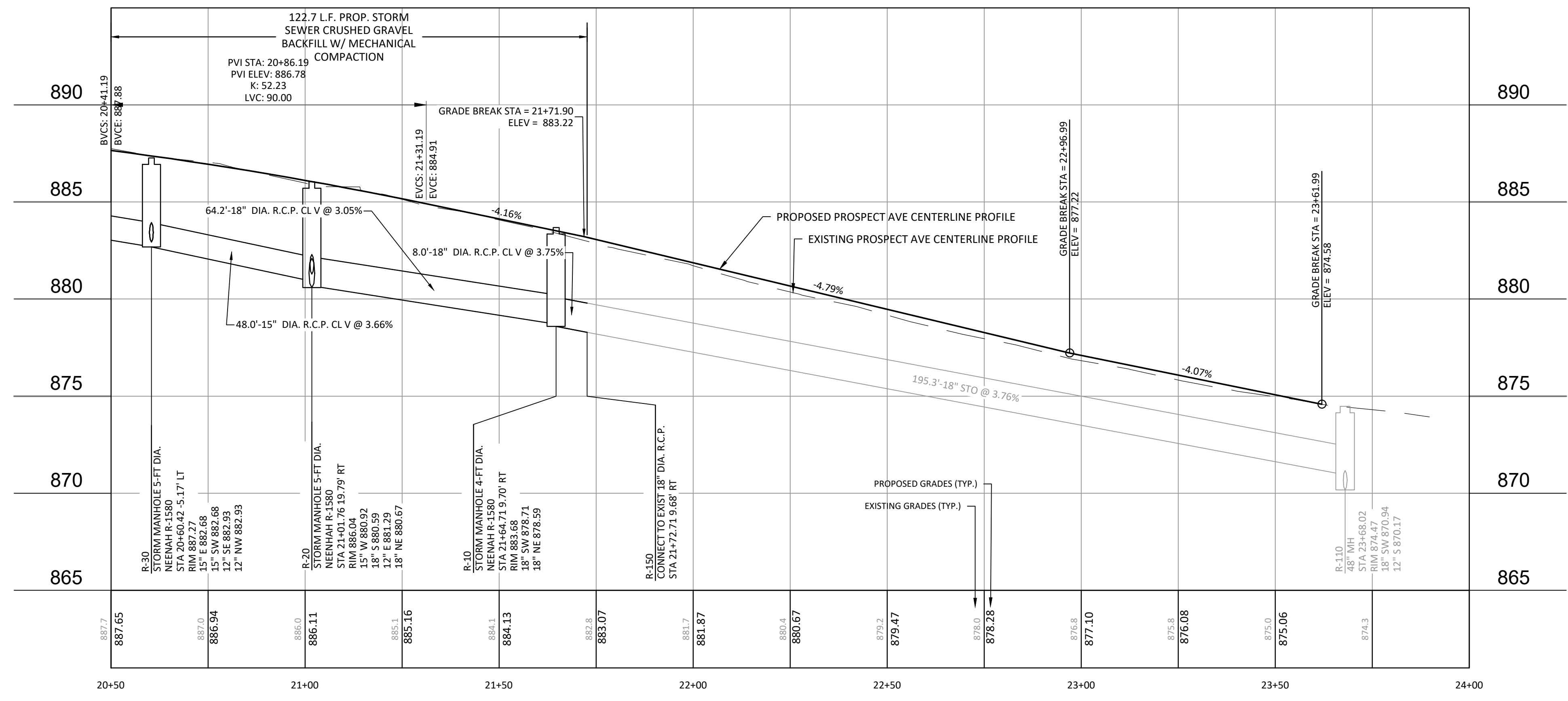
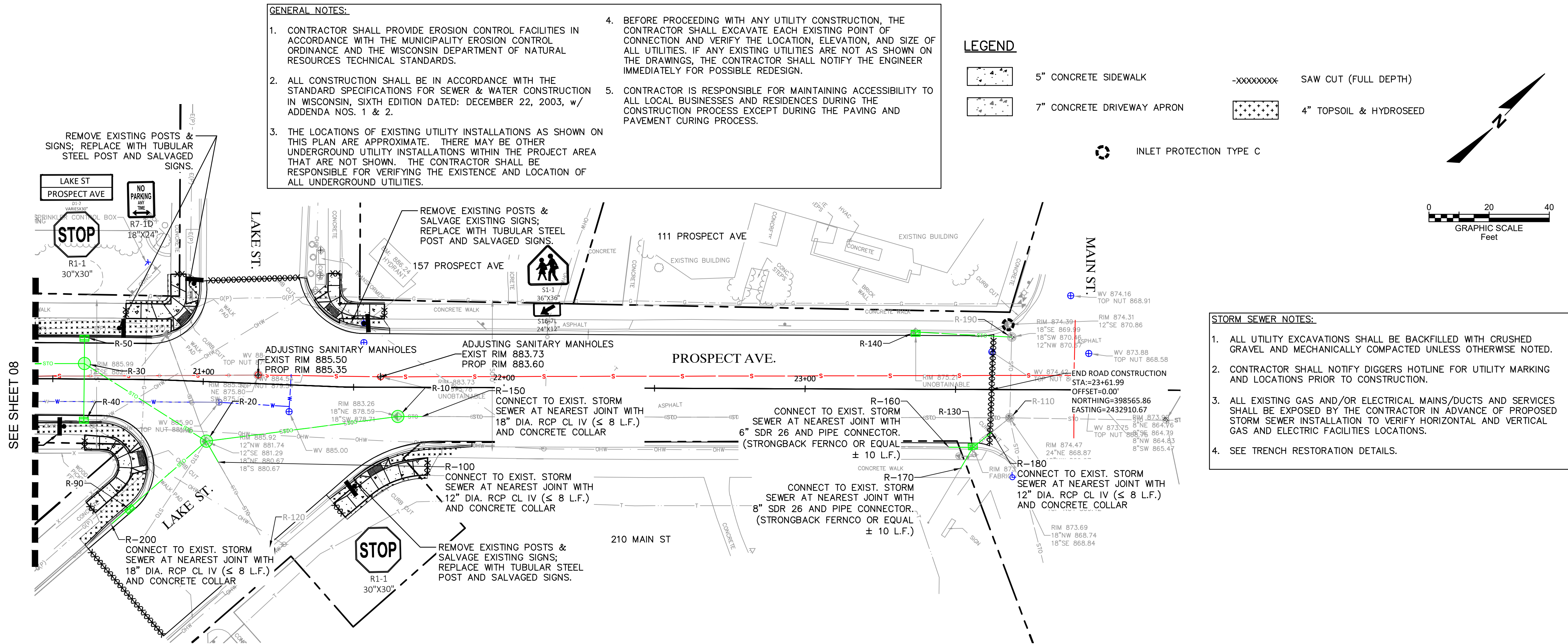
	5" CONCRETE SIDEWALK	-XXXXXXXX-	SAW CUT (FULL DEPTH)
	7" CONCRETE DRIVEWAY APRON		4" TOPSOIL & HYDROSEED
INLET PROTECTION TYPE C			

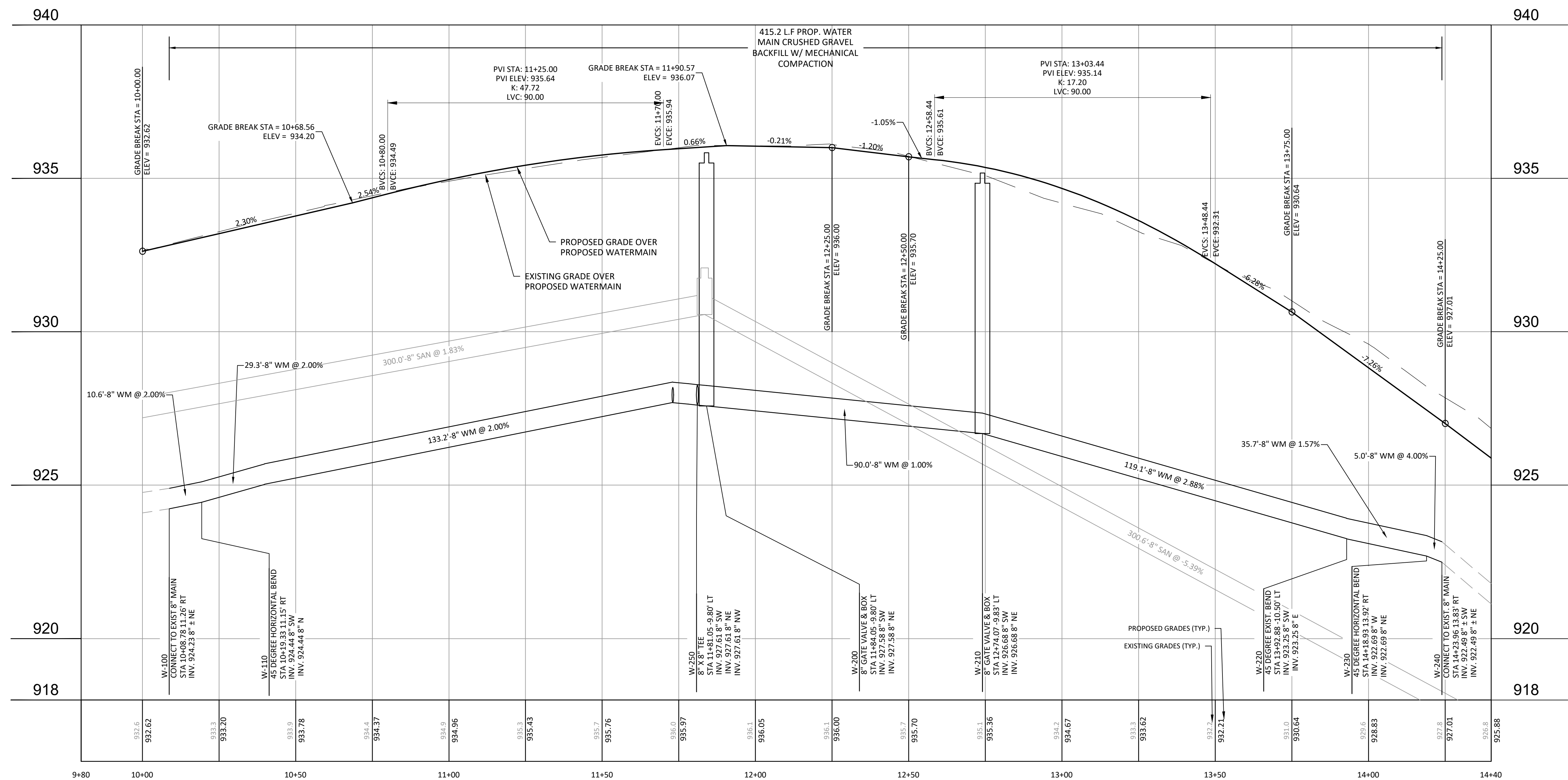
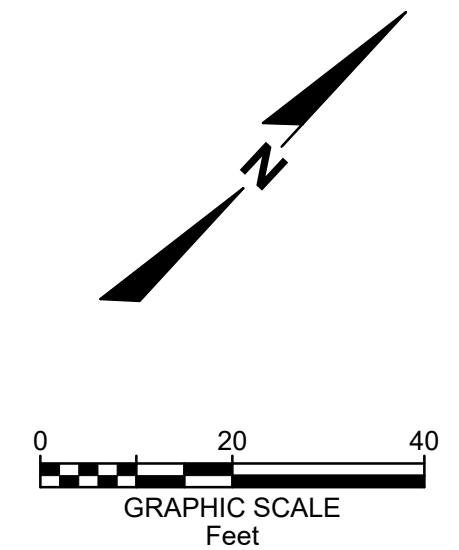
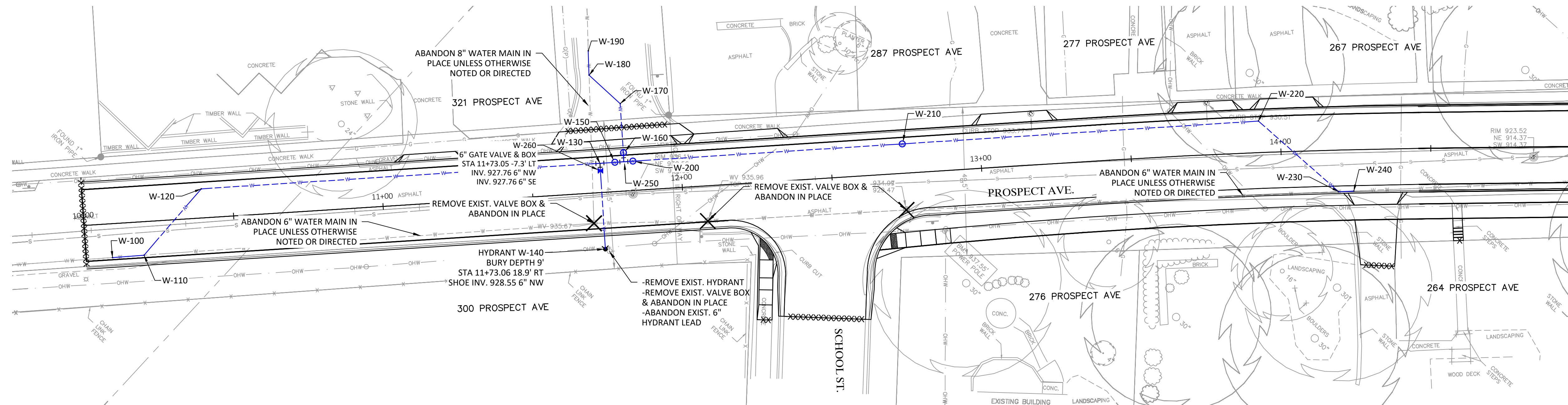


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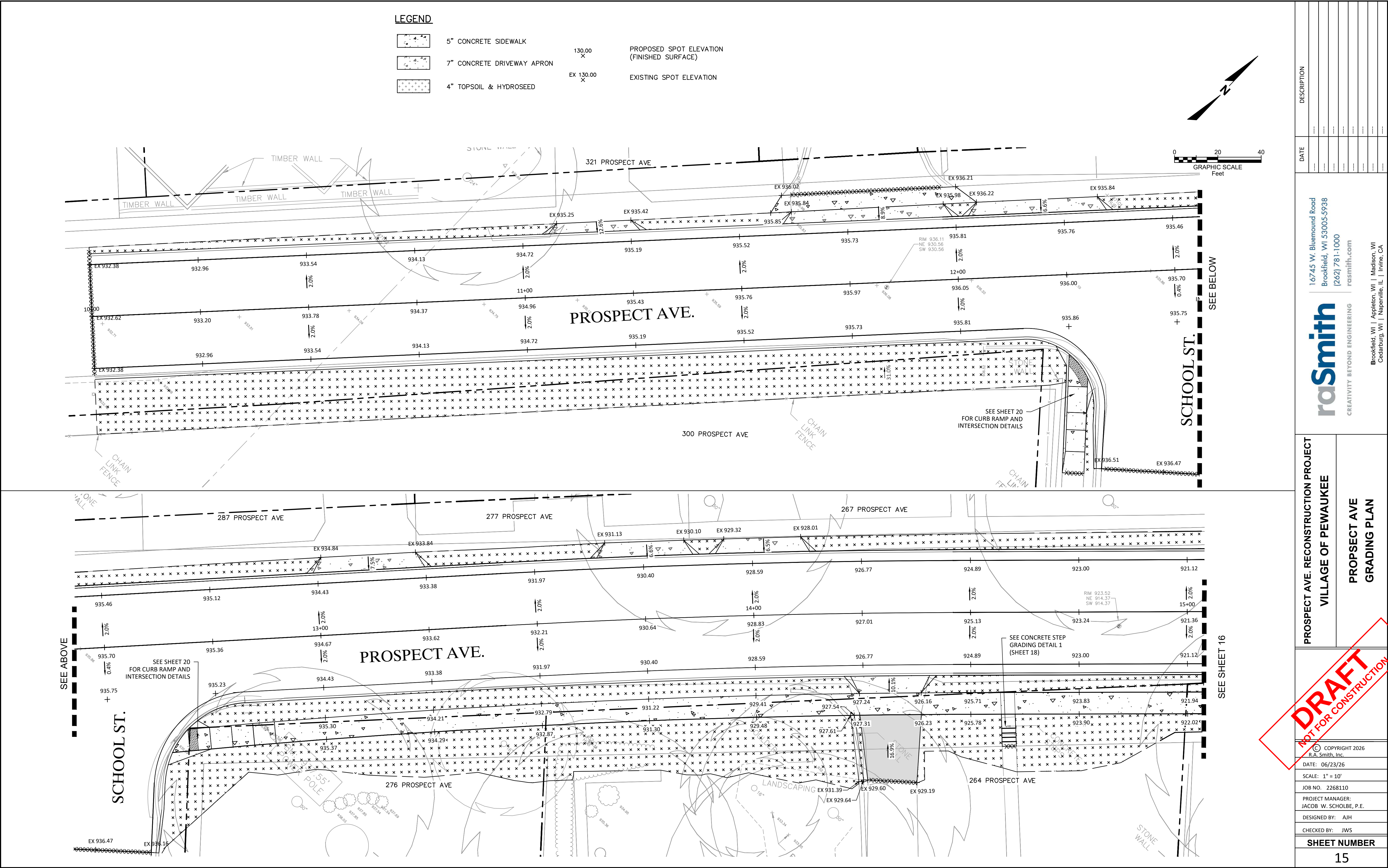


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PROSPECT AVE WATER MAIN PLAN & PROFILE				Brookfield, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA			
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		SCALE: 1" = 20'		JOB NO. 2268110			
		PROJECT MANAGER: JACOB W. SCHOLBE, P.E.		DESIGNED BY: AJH			
		CHECKED BY: JWS					
		SHEET NUMBER		13			



SEE SHEET 15

SEE BELOW

SEE ABOVE

SEE SHEET 17

LEGEND



5" CONCRETE SIDEWALK

7" CONCRETE DRIVEWAY APRON

4" TOPSOIL & HYDROSEED

130.00

EX 130.00

PROPOSED SPOT ELEVATION
(FINISHED SURFACE)

EXISTING SPOT ELEVATION

DESCRIPTION

DATE

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

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CREATIVITY BEYOND ENGINEERING

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

PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE

PROSPECT AVE
GRADING PLAN

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R.A. Smith, Inc.

DATE: 06/23/26

SCALE: 1" = 10'

JOB NO. 2268110

PROJECT MANAGER:

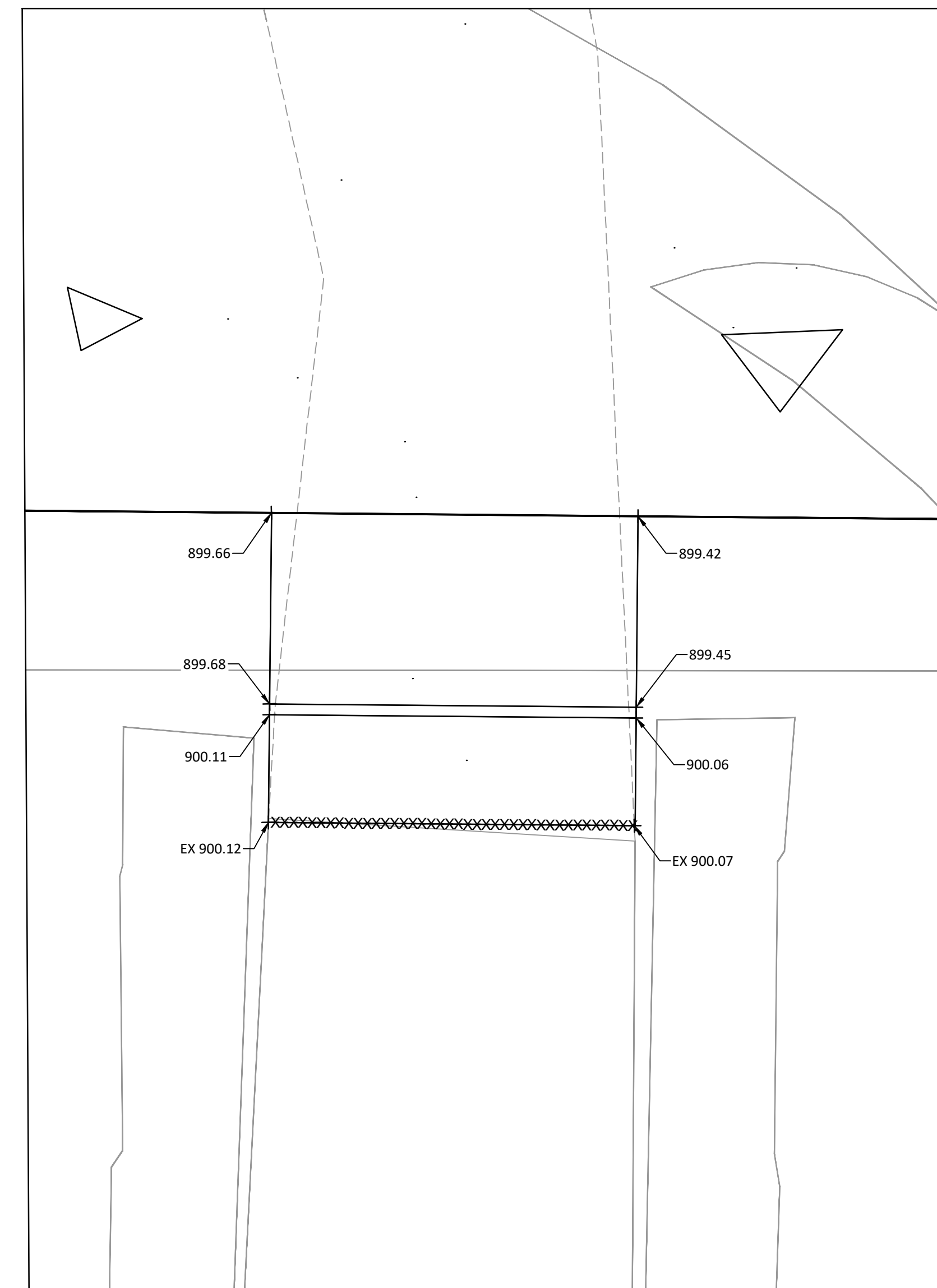
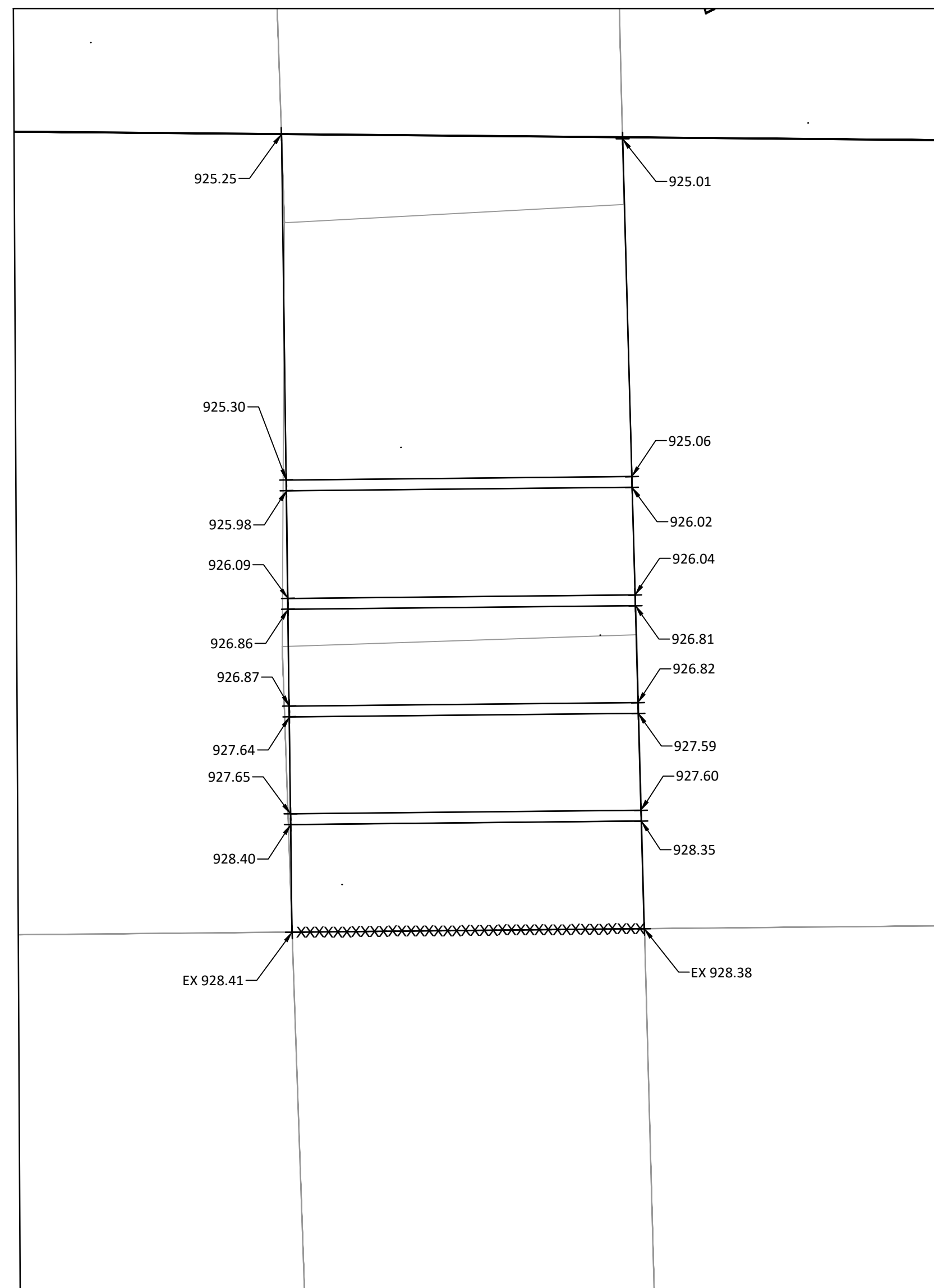
JACOB W. SCHOLBE, P.E.

DESIGNED BY: AJH

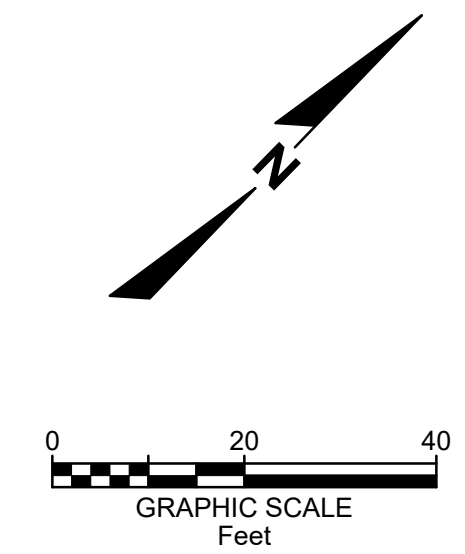
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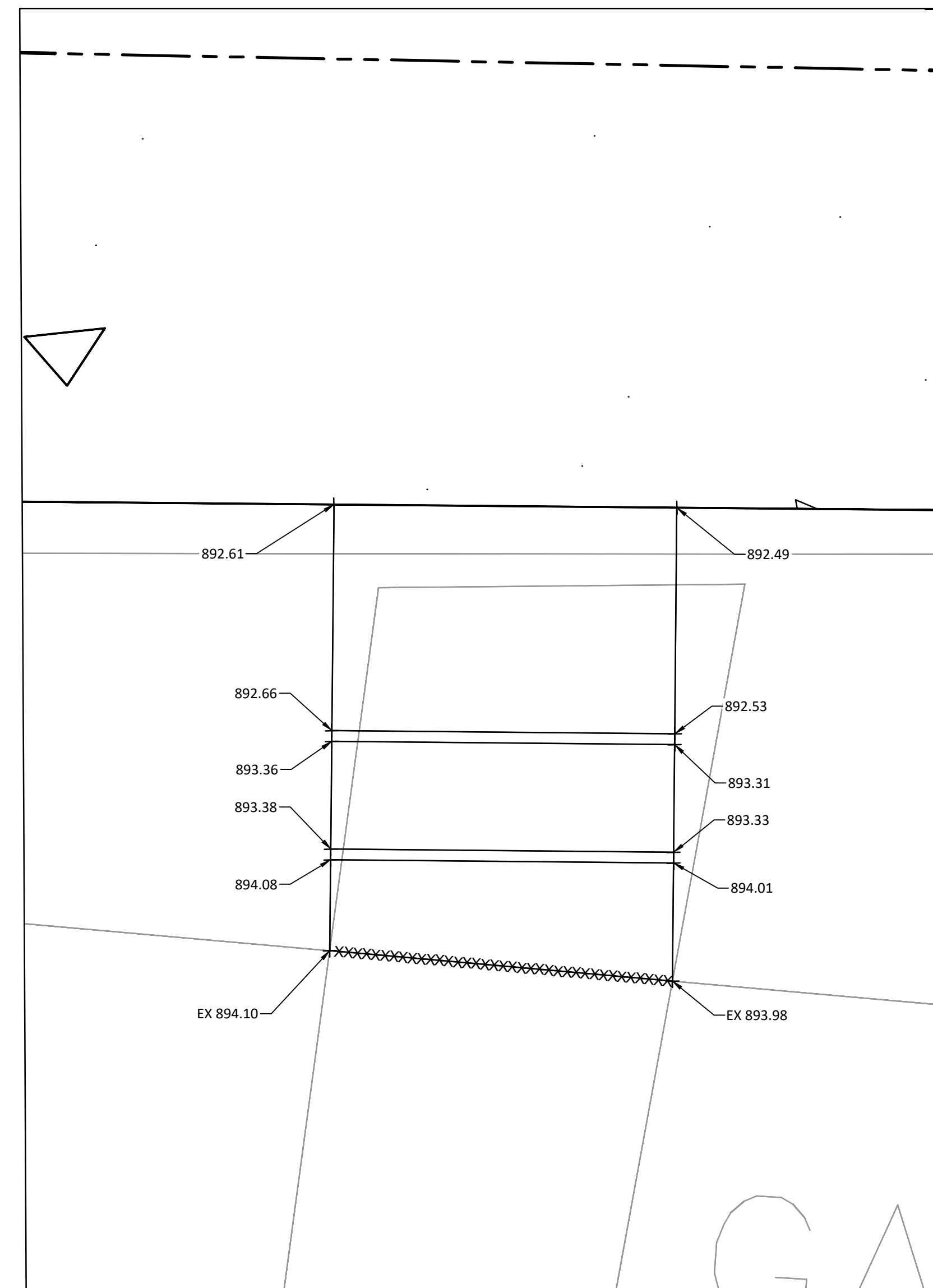
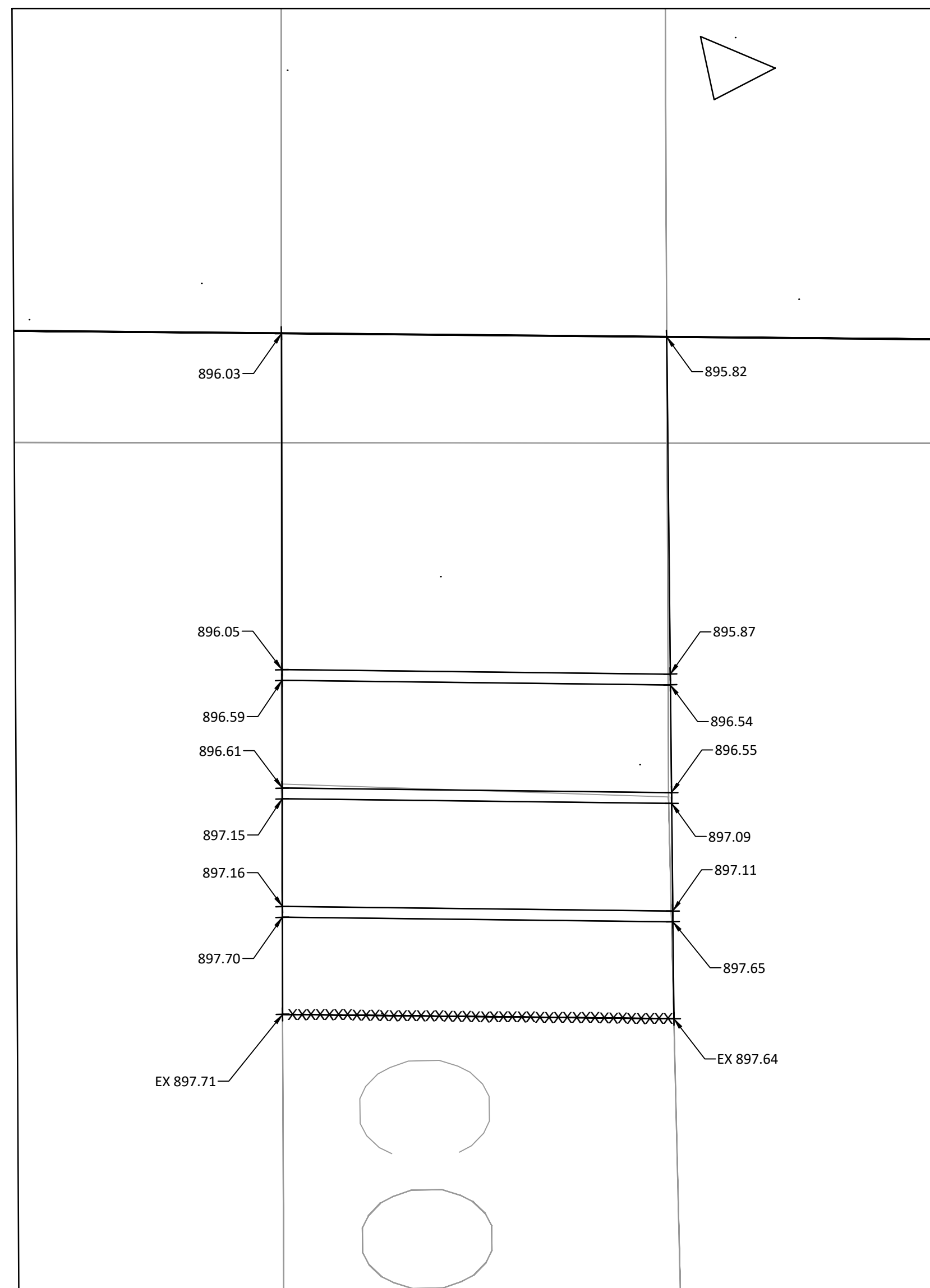
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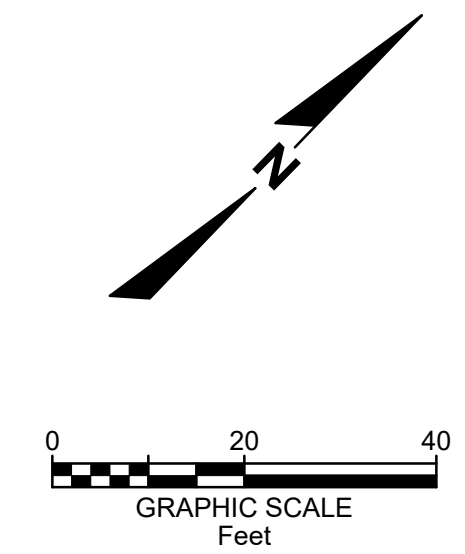


	<u>LEGEND</u>
130.00 X	PROPOSED SPOT ELEVATION (FINISHED SURFACE)
EX 130.00 X	EXISTING SPOT ELEVATION

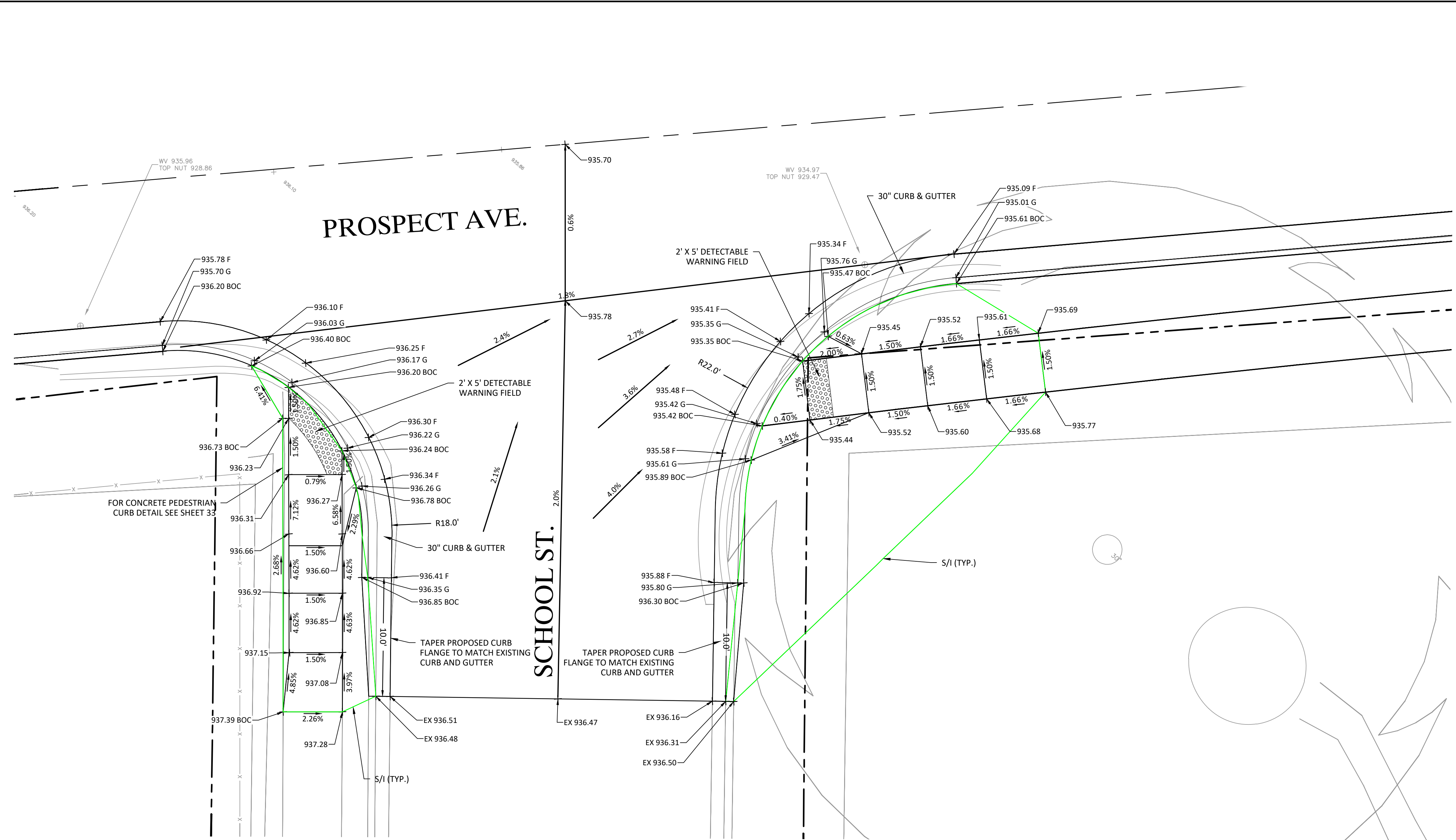
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<u>LEGEND</u>	
130.00 X	PROPOSED SPOT ELEVATION (FINISHED SURFACE)
EX 130.00 X	EXISTING SPOT ELEVATION



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NOTES

- 1. GRADES SHOWN TO DEMONSTRATE DESIGN INTENT
- 2. UNLESS OTHERWISE SHOWN, ACCESSIBLE PEDESTRIAN ROUTES SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% AND A MAXIMUM RUNNING SLOPE OF 5%
- 3. CONSTRUCTOR TO DETERMINE EXACT JOINT LOCATIONS
- 4. ALL SAW CUTS SHOULD BE MADE TO THE NEAREST JOINT ALONG CURB AND GUTTER AND SIDEWALK, UNLESS OTHERWISE NOTED OR AS DIRECTED IN THE FIELD

CONCRETE CURB RAMP GRADING DETAIL 1
(SOUTH SCHOOL ST AND PROSPECT AVE INTERSECTION)

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

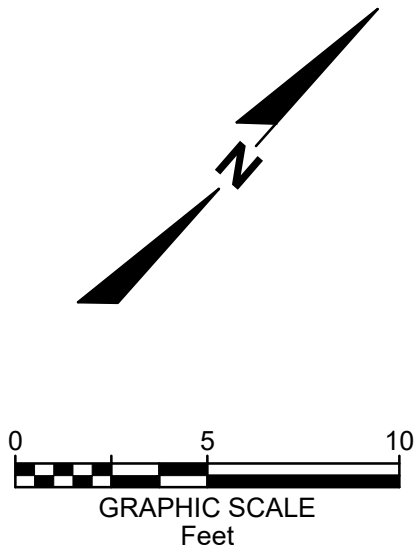
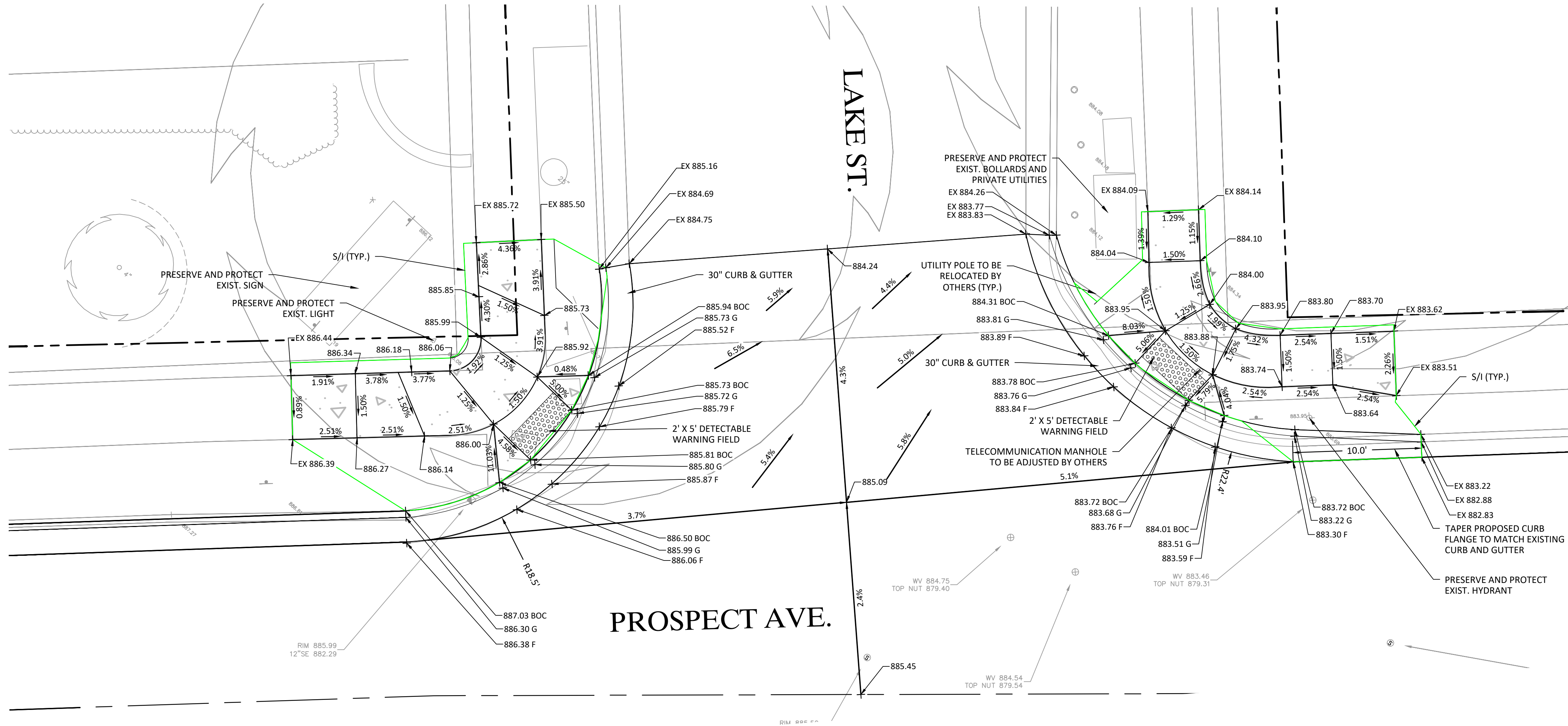


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raSmith CREATIVITY BEYOND ENGINEERING	
Brookfield, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	
PROSPECT AVE. RECONSTRUCTION PROJECT VILLAGE OF PEWAUKEE	PROSPECT AVE CURB RAMP DETAILS
DRAFT NOT FOR CONSTRUCTION	
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SCALE: 1" = 5'	
JOB NO. 2268110	
PROJECT MANAGER: JACOB W. SCHOLBE, P.E.	
DESIGNED BY: AJH	
CHECKED BY: JWS	
SHEET NUMBER	
20	



NOTES

- 1. GRADES SHOWN TO DEMONSTRATE DESIGN INTENT
- 2. UNLESS OTHERWISE SHOWN, ACCESSIBLE PEDESTRIAN ROUTES SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% AND A MAXIMUM RUNNING SLOPE OF 5%
- 3. CONSTRUCTOR TO DETERMINE EXACT JOINT LOCATIONS
- 4. ALL SAW CUTS SHOULD BE MADE TO THE NEAREST JOINT ALONG CURB AND GUTTER AND SIDEWALK, UNLESS OTHERWISE NOTED OR AS DIRECTED IN THE FIELD

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

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



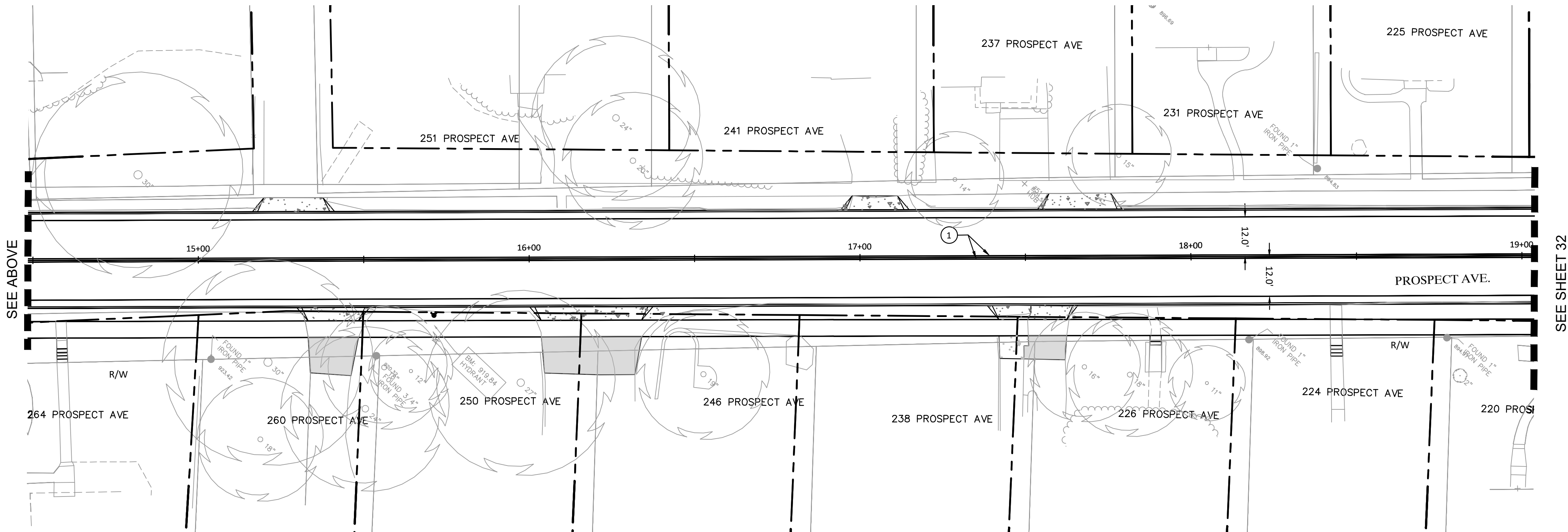
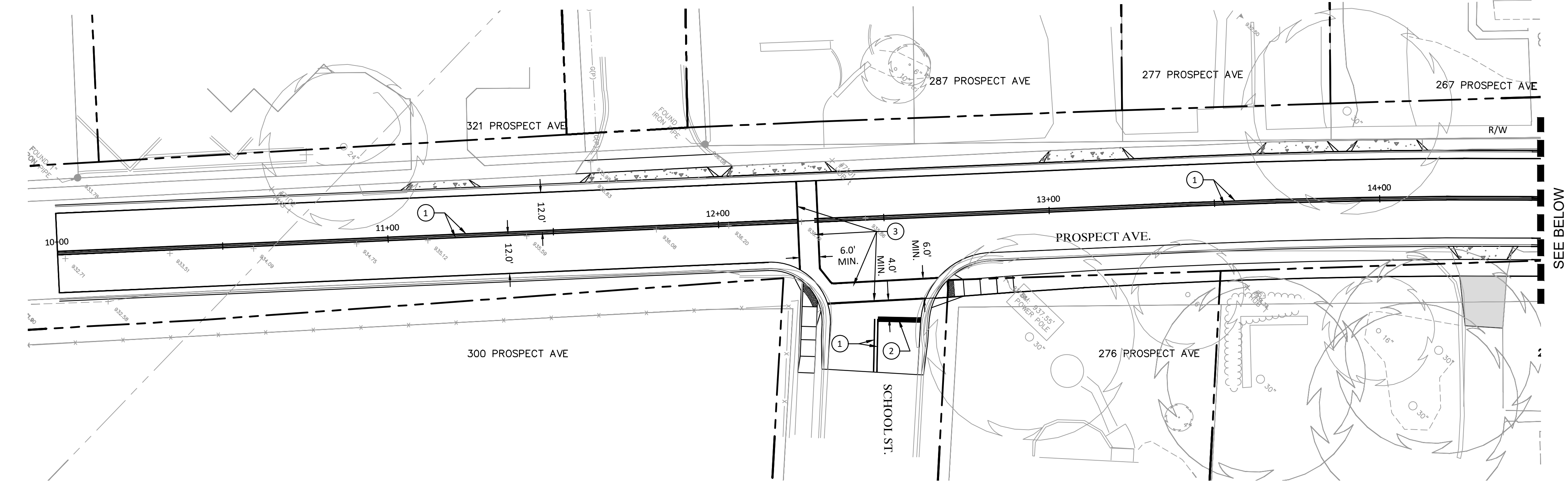
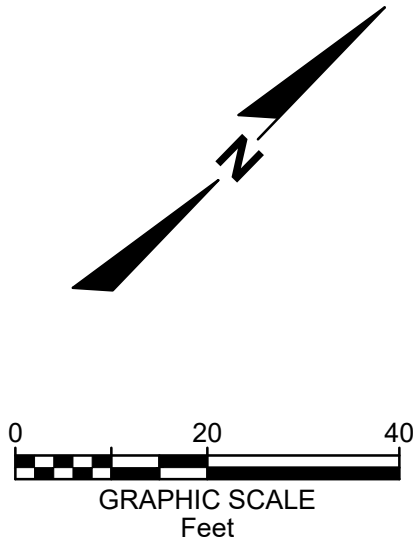
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DESCRIPTION	
DATE	
16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com	
CREATIVITY BEYOND ENGINEERING	
Brookfield, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	
PROSPECT AVE. RECONSTRUCTION PROJECT VILLAGE OF PEWAUKEE	PROSPECT AVE CURB RAMP DETAILS
© COPYRIGHT 2026 R.A. Smith, Inc. DATE: 06/23/26 SCALE: 1" = 5' JOB NO. 2268110 PROJECT MANAGER: JACOB W. SCHOLBE, P.E. DESIGNED BY: AJH CHECKED BY: JWS	
SHEET NUMBER	
21	

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

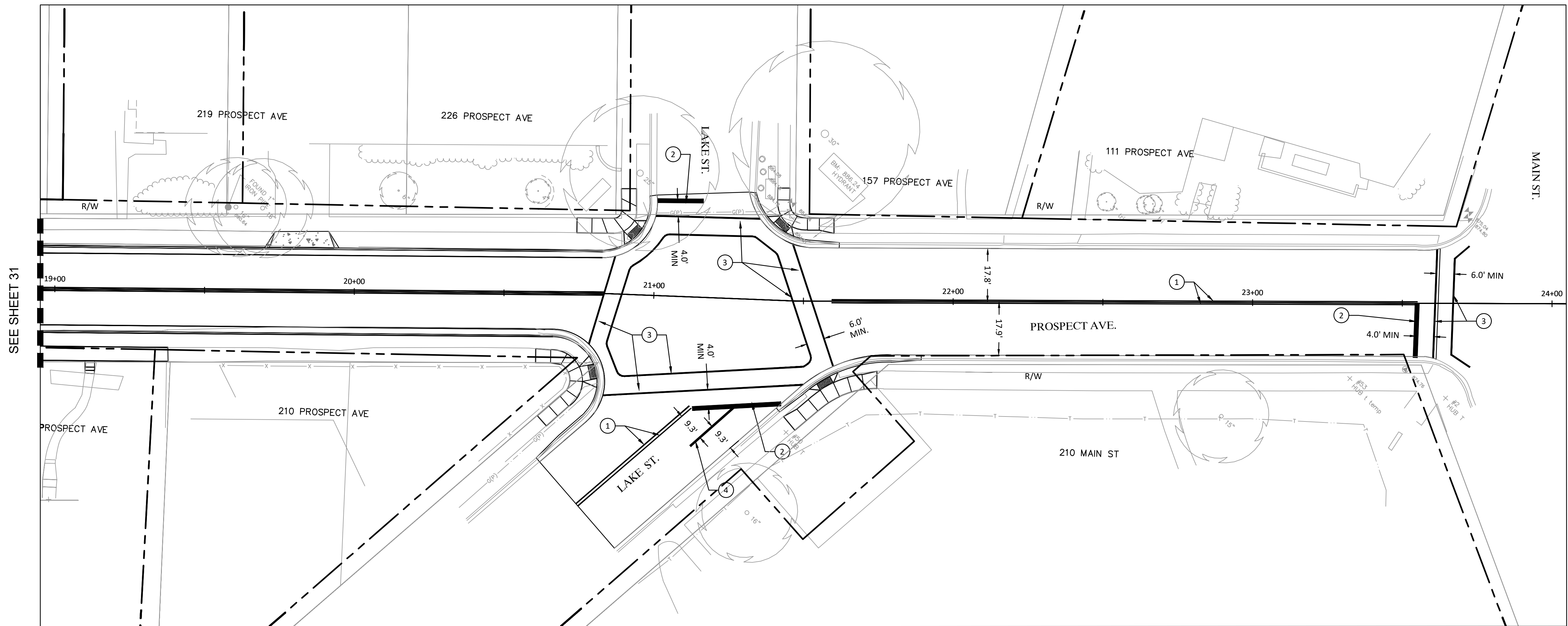
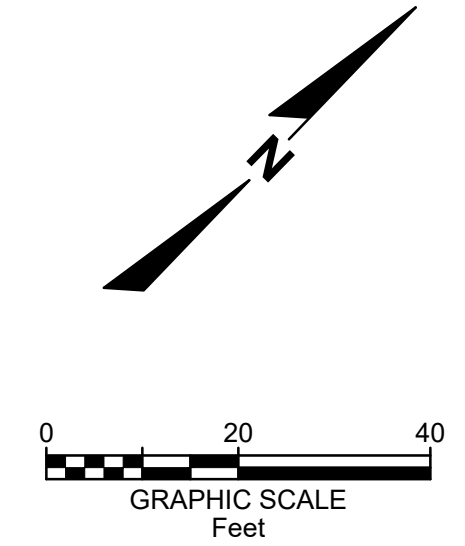


PROSPECT AVE. RECONSTRUCTION PROJECT VILLAGE OF PEWAUKEE		raSmith CREATIVITY BEYOND ENGINEERING 16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com	DESCRIPTION
PROSPECT AVE PAVEMENT MARKING PLAN			DATE
DRAFT NOT FOR CONSTRUCTION		© COPYRIGHT 2026 R.A. Smith, Inc. DATE: 06/23/26 SCALE: 1" = 20' JOB NO. 2268110 PROJECT MANAGER: JACOB W. SCHOLBE, P.E. DESIGNED BY: AJH CHECKED BY: JWS	
SHEET NUMBER			
31			

PAVEMENT MARKING LEGEND

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

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



SEE SHEET 31

DESCRIPTION

DAT

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



raSmith
CREATIVITY BEYOND ENGINEERING

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

**PROSPECT AVE. RECONSTRUCTION PROJECT
VILLAGE OF PEWAUKEE**

**PROSPECT AVE
PAVEMENT MARKING PLAN**

DRAFT
NOT FOR CONSTRUCTION

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R.A. Smith, Inc.

DATE: 06/23/26

SCALE: 1" = 20'

JOB NO. 2268110

PROJECT MANAGER:
JACOB W. SCHOLBE, P.E.

DESIGNED BY: A

CHECKED BY: JW

SHEET NUMBER

32

32



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Village Board Members
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer
Date: July 24, 2026
Re: August 4, 2026 Village Board Meeting Agenda item 8(b):
Review, discussion and possible action to award the construction contract to Wolf Paving, Inc. for the 2026 West Wisconsin street project from Burroughs Drive to Glacier Road.

BACKGROUND

The annual 2026 Road and Utility Improvements project for W. Wisconsin Avenue from Burroughs Drive to Glacier Road opened bids on July 23, 2026. Two bids were received. The apparent low bid was \$547,542.86 by Wolf Paving, Inc.

The section of W. Wisconsin Avenue is a continuation from where the 2025 Project ended. The bid summary is attached.

ACTION REQUESTED

The action requested of the Village Board is to review, discuss, and consider possible action to award the contract to the lowest qualified bidder, Wolf Paving, Inc. of Hartland, Wisconsin, for the bid amount of \$547,542.86.

ANALYSIS

The name of contractors and base bid prices are listed below:

Contractor Name	Base Bid
Wolf Paving, Inc.	\$547,542.86
Payne & Dolan, Inc.	\$660,897.20

I recommend the Village Board approve the base bid and authorize staff and Village Attorney to enter into a contract with Wolf Paving, Inc. for \$547,542.86, which also aligns with the recommendation of award from R.A. Smith, Inc. Wolf Paving, Inc. has completed other similar projects and is in good standing.

The contract included that work is to be substantially completed by October 23, 2026, and ready for final payment on or before October 30, 2026.

Attachments



CREATIVITY BEYOND ENGINEERING

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

July 23, 2026

Mr. Dave Buechl, P.E., P.L.S.
Director of Public Works/Village Engineer
Village of Pewaukee
1000 Hickory Street
Pewaukee, WI 53072

Re: Village of Pewaukee – W. Wisconsin Rehabilitation Project
In: W. Wisconsin Avenue
From: Glacier Road
To: Burroughs Drive

Dear Mr. Buechl:

Bids were opened at 11:00 a.m. on Thursday, July 23, 2026, via a secure electronic bid site for the above referenced project. Two (2) bids were received along with submitting bidders being pre-qualified, the required five percent Bid Bond, and Bid Forms. Bids were checked and tabulated as follows:

<u>Bidder:</u>	<u>Bid:</u>
1. Wolf Paving Co., Inc.	\$547,542.86
2. Payne and Dolan, Inc.	\$660,897.20

The engineer's estimate for the project was \$610,044.57

We believe the above bids were competitive and submitted in good faith. We recommend the Village Board consider award of a contract to Wolf Paving Co., Inc. in the amount of \$547,542.86, at the August 4, 2026 Board of Trustees meeting.

A copy of the project bid summary is also enclosed for the Village files.

Should you have any questions, please contact me.

Sincerely,
raSmith, Inc.

Jacob W. Scholbe, P.E.,
Village Consulting Engineer

Attachment: Bid Summary Sheet

W. Wisconsin Avenue Rehabilitation Project (#10266434)

Owner: Village of Pewaukee

raSmith Project Number: 2268112

Bid Opening: 07/23/2026 11:00 AM CDT

				Wolf Paving Co., Inc.		Payne & Dolan, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Roadway Improvements: W. Wisconsin Avenue (Glacier Road to Burroughs Drive)							
1	Pulverize Asphaltic Pavement	SY	7215	\$6.50	\$46,897.50	\$17.00	\$122,655.00
2	Pavement Sawcutting	LF	265	\$2.25	\$596.25	\$6.69	\$1,772.85
3	Removing Concrete Curb & Gutter	LF	210	\$20.88	\$4,384.80	\$20.88	\$4,384.80
4	Removing Concrete Sidewalk	SF	590	\$6.07	\$3,581.30	\$6.07	\$3,581.30
5	Removing Concrete Driveway	SF	110	\$30.00	\$3,300.00	\$30.00	\$3,300.00
6	Excavation Below Base Course	CY	902	\$30.00	\$27,060.00	\$10.00	\$9,020.00
7	30" Concrete Curb & Gutter	LF	210	\$84.00	\$17,640.00	\$78.67	\$16,520.70
8	Sidewalk Joint Grinding	LF	250	\$10.00	\$2,500.00	\$10.00	\$2,500.00
9	5-Inch Concrete Sidewalk	SF	590	\$19.79	\$11,676.10	\$19.79	\$11,676.10
10	Curb Ramp, Detectable Warning Field, Yellow	SF	45	\$49.37	\$2,221.65	\$49.37	\$2,221.65
11	7-Inch Concrete Driveway	SF	110	\$34.59	\$3,804.90	\$34.59	\$3,804.90
12	Geotextile Fabric, Type SAS	SY	1442	\$2.76	\$3,979.92	\$5.00	\$7,210.00
13	Geogrid, Type SR	SY	361	\$2.74	\$989.14	\$7.00	\$2,527.00
14	1-1/4-Inch Base Aggregate Dense	TON	692	\$26.00	\$17,992.00	\$26.30	\$18,199.60
15	3-Inch Base Aggregate Dense	TON	1383	\$26.00	\$35,958.00	\$13.00	\$17,979.00
16	HMA Pavement (3 MT 58-28 S)	TON	1500	\$85.00	\$127,500.00	\$93.36	\$140,040.00
17	HMA Pavement (5 MT 58-28 S)	TON	775	\$97.00	\$75,175.00	\$106.24	\$82,336.00
18	Restoration (4" Topsoil and Hydroseed)	LS	1	\$7,700.00	\$7,700.00	\$20,000.00	\$20,000.00
19	Traffic Control	LS	1	\$22,638.00	\$22,638.00	\$37,000.00	\$37,000.00
20	Marking Line Epoxy, 4-Inch	LF	5500	\$0.38	\$2,090.00	\$0.38	\$2,090.00
21	Marking Line Epoxy, 6-Inch	LF	410	\$14.15	\$5,801.50	\$14.15	\$5,801.50
22	Marking Line Epoxy, 8-Inch	LF	80	\$1.25	\$100.00	\$1.25	\$100.00
23	Marking Stop Line Epoxy, 18-Inch	LF	90	\$15.00	\$1,350.00	\$15.00	\$1,350.00
24	Marking Arrow Epoxy	EA	3	\$220.00	\$660.00	\$220.00	\$660.00
	Roadway Subtotal:				\$425,596.06		\$516,730.40



				Wolf Paving Co., Inc.		Payne & Dolan, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension

Water Main Improvements: W. Wisconsin Avenue (Glacier Road to Burroughs Drive)							
25	Replace Water Valve Box	EA	10	\$1,250.00	\$12,500.00	\$3,000.00	\$30,000.00
26	Adjust Water Valve Box	EA	1	\$500.00	\$500.00	\$800.00	\$800.00
	Water Main Subtotal:				\$13,000.00		\$30,800.00

Storm Sewer Improvements: W. Wisconsin Avenue (Glacier Road to Burroughs Drive)							
27	Inlet Protection	EA	21	\$65.00	\$1,365.00	\$235.00	\$4,935.00
28	Storm Inlet Repair	EA	7	\$1,350.00	\$9,450.00	\$1,000.00	\$7,000.00
29	Storm Inlet Adjustment	EA	7	\$1,500.00	\$10,500.00	\$2,100.00	\$14,700.00
30	Storm Manhole Adjustment	EA	7	\$1,950.00	\$13,650.00	\$1,800.00	\$12,600.00
31	Manhole Cast Iron Adjustment Ring	EA	1	\$800.00	\$800.00	\$1,100.00	\$1,100.00
32	Manhole Cast Iron Lid	EA	1	\$650.00	\$650.00	\$300.00	\$300.00
	Storm Sewer Subtotal:				\$36,415.00		\$40,635.00

Sanitary Sewer Improvements: W. Wisconsin Avenue (Glacier Road to Burroughs Drive)							
33	Sanitary Manhole Adjustment	EA	7	\$2,000.00	\$14,000.00	\$2,600.00	\$18,200.00
34	Sanitary Manhole Epoxy Lining	VF	49	\$495.00	\$24,255.00	\$495.00	\$24,255.00
	Sanitary Sewer Subtotal:				\$38,255.00		\$42,455.00

Storm Sewer Improvements: Capitol Drive (Railroad to STH 16)							
35	Storm Inlet Repair	EA	5	\$1,500.00	\$7,500.00	\$1,000.00	\$5,000.00
36	Storm Manhole Repair	EA	3	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00
	Storm Sewer Subtotal:				\$12,000.00		\$8,000.00

Roadway Improvements: Various Locations							
37	Removing Concrete Sidewalk	SF	720	\$9.94	\$7,156.80	\$9.94	\$7,156.80
38	5-Inch Concrete Sidewalk	SF	720	\$21.00	\$15,120.00	\$21.00	\$15,120.00
	Roadway Improvements Subtotal:				\$22,276.80		\$22,276.80
	Base Bid Total:				\$547,542.86		\$660,897.20



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Village Board Members
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S., Director of Public Works/Village Engineer
Date: July 20, 2026
Re: August 4, 2026 Village Board Meeting Agenda item 8(c):
Review, discussion and possible action to approve a design proposal from RA Smith for the 2027 street project on West Wisconsin from Glacier Road to Village limits.

BACKGROUND

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

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

ACTION REQUESTED

The action requested of the Village Board is to approve the survey, design and bidding services proposal from R.A. Smith, of Brookfield, Wisconsin, for the time and materials estimated amount of \$56,380.00.

ANALYSIS

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

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

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

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

Attachments

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



CREATIVITY BEYOND ENGINEERING

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

July 13, 2026

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

Re: Proposal for Professional Services
W. Wisconsin Avenue Street & Utilities Rehabilitation Project

Dear Mr. Buechl:

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

Project Understanding

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

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

Scope of Services

- A. W. Wisconsin Avenue from Municipal Border to Glacier Road/Ryan Street (approximately 1,300 feet).
1. Topographic survey of the entire right-of-way and private property as necessary within the project limits. raSmith will review existing certified survey maps and locate front property corners if they can be found. raSmith will compute and draft the right-of-way from existing surveys and field evidence. The topographic survey will include Digger's Hotline mapping and field locates with the creation of mapping and surface drawings.
 2. Based on the topographic survey data collected, raSmith will create a plan set for the work to consist of pulverizing W. Wisconsin Avenue to include a typical rural section with asphaltic concrete pavement consisting of 11-foot travel lanes and 2-foot gravel shoulders. Included in the design are: relaying/upsizing of the existing water main, and sanitary sewer and structure repairs and CIPP sewer lining as necessary.
 3. Inspection of sanitary sewer structures to determine repair, rehabilitation, and replacement.
 4. Identify various concrete curb and gutter spot repair locations in plans and adding appropriate bid items.



Mr. Dave Buechl, Director of Public Works/Village Engineer
W. Wisconsin Avenue Street & Utilities Rehabilitation Project
Page 2 / July 13, 2026

5. Village staff will acquire and/or provide sanitary sewer televising information for our review. Upon completion of the televising review, we will provide recommendations for spot repairs and rehabilitations of sanitary sewer appurtenances.
6. Village staff will acquire and provide pavement cores throughout the project length which will determine the exact roadway rehabilitation method.
7. Add notes to plans and bid items for spot repair and rehabilitations of existing sanitary sewer appurtenances and/or proposed sanitary CIPP lining.
8. Prepare plans for the replacement and relaying of the existing 6-inch water main to 8-inch PVC water main in W. Wisconsin Avenue through the project limits connecting to the recently installed water as a part of the Glacier Road project including new valves, hydrants, and water services.
9. Prepare and submit all necessary WDNR approval documents, including coordinating and performing a hydrant flow test with Village staff.

B. General Services to be Provided.

1. Notifying utility companies and coordinating for concurrence with existing utility locations. Including coordination with electric and communications utilities for any necessary utility pole relocations as required to complete the project. Coordination will also be completed with Village Staff as needed through the design and bidding process.
2. Preparation of a project manual to include bidding documents, contract documents, and specifications.
3. Plan review meeting at 90% and Final Design.
4. Provide electronic bidding services through Quest CDN. Answer questions during bidding, prepare addenda as needed, host virtual bid opening, review bids, and prepare a letter of recommendation.

5. Anticipated Plan Deliverables

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

Services Not Included

- A. Geotechnical Investigations: soil borings and marking, survey or locating of borings
- B. Easement surveys, descriptions, and exhibits.
- C. Easement coordination and meetings in the field with property owners.



Mr. Dave Buechl, Director of Public Works/Village Engineer
W. Wisconsin Avenue Street & Utilities Rehabilitation Project
Page 3 / July 13, 2026

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

Project Schedule

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

Professional Fees

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

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

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

Client Responsibilities/Assumptions

- A. The Owner shall provide any existing data relevant to the proposed project including, but not limited to, electronic record drawings (we have access to existing data on Village GIS). Verification of information provided by others is not a part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of raSmith.
- B. Owner shall pay for all project review and permit fees. Payment of fees to various agencies for plan reviews and other reasons may be necessary throughout the course of this project. Timely remittance of these fees is very important since agencies will not accept review packages without the required fees. The project could be delayed significantly if submittals are not received when needed.
- C. After work has commenced, any revisions requested by the Client, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.
- D. All topographic survey services assume no snow and/or ice conditions. Additional fees will be required in the event snow or ice conditions are present during the fieldwork.
- E. After work has commenced, any revisions requested by the Client, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.

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



Mr. Dave Buechl, Director of Public Works/Village Engineer
W. Wisconsin Avenue Street & Utilities Rehabilitation Project
Page 4 / July 13, 2026

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

Sincerely,
raSmith

A handwritten signature in blue ink that reads 'Jacob W. Scholbe'.

Jacob W. Scholbe, P.E.
Project Manager

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

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Project.docx



PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between _____ ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

_____. ("Project").

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

_____. ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

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

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. *Design Without Construction Phase Services*

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

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

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

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

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

E. **Liability**

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

F. **Indemnification**

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

G. **Dispute Resolution**

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

H. **Governing Law**

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

6.01 **Agreement**

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

7.01 **Lien Notice**

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



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

Project Name: _____

Client: _____

Professional: _____

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

R.A. Smith, Inc.

16745 West Bluemound Road

Brookfield, WI 53005

Client's Phone: _____

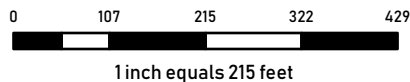
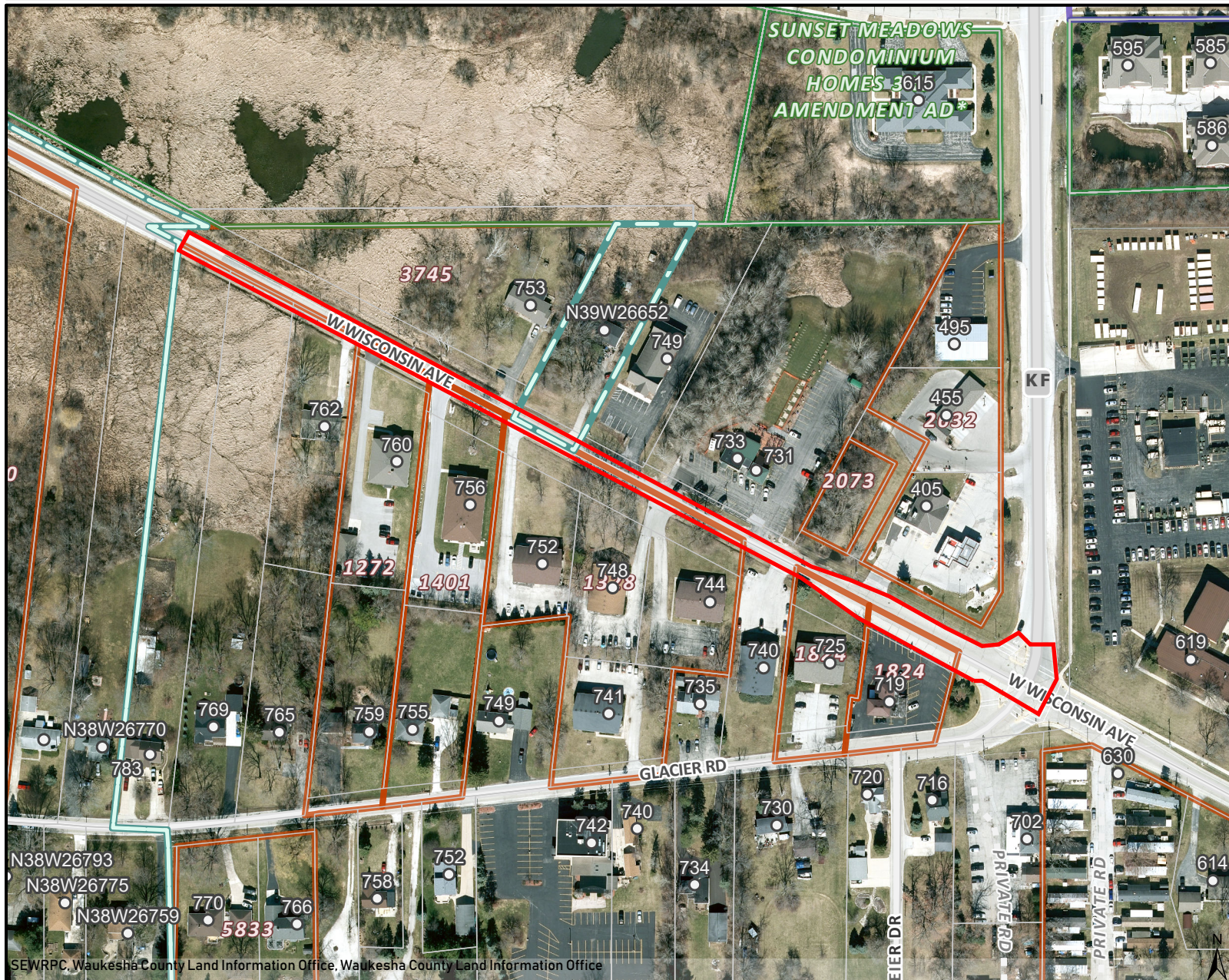
Professional's Phone: _____

Client's Email: _____

Professional's Email: _____



Map Title



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



Legend

☐ Site Address

Notes

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



Map Title



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

0 0.01 0.02 0.03 0.04
mi
1" = 243'
1:2,916



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

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

Notes
None



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Village Board Members
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S., Director of Public Works/Village Engineer
Date: July 20, 2026
Re: August 4, 2026 Village Board Meeting Agenda item 8(d):
Review, discussion and possible action to approve a design proposal from RA Smith for the 2027 street project on Richmond Drive.

BACKGROUND

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

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

ACTION REQUESTED

The action requested of the Village Board is to approve the survey, design and bidding services proposal from R.A. Smith, of Brookfield, Wisconsin, for the time and materials estimated amount of \$109,015.00.

ANALYSIS

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

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

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

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

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

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

Attachments

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



CREATIVITY BEYOND ENGINEERING

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

July 13, 2026

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

Re: Proposal for Professional Services
Richmond Drive Reconstruction Project

Dear Mr. Buechl:

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

Project Understanding

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

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

Scope of Services

- A. Richmond Drive from Lake Street to Main Street (approximately 1,500 feet).
1. Topographic survey of the entire right-of-way and private property as necessary within the project limits. raSmith will review existing certified survey maps and locate front property corners if they can be found. raSmith will compute and draft the right-of-way from existing surveys and field evidence. The topographic survey will include Digger's Hotline mapping and field locates with the creation of mapping and surface drawings.
 2. Based on the topographic survey data collected, raSmith will create a plan set for the work to consist of reconstructing Prospect Avenue to include a typical urban section with asphaltic concrete pavement and 30-inch concrete curb and gutter that measures 32-feet in width from each curb face. Plans will include cross sections every 25 feet and at driveways. Included in the design are: relaying/upsizing of the existing water main, proposed storm sewer, and sanitary sewer and structure repairs and CIPP sewer lining as necessary.



Mr. Dave Buechl, Director of Public Works/Village Engineer
Richmond Drive Reconstruction Project
Page 2 / July 13, 2026

3. Preparing typical sections for the roadway with agreed upon travel lane widths and on-street parking based on input from the Village of Pewaukee Public Works Committee.
4. Inspection of sanitary sewer structures to determine repair, rehabilitation, and replacement.
5. Identify various sidewalk spot repair locations in plans and adding appropriate bid items.
6. Village staff will acquire and/or provide sanitary sewer and storm sewer televising information for our review. Upon completion of the televising review, we will provide recommendations for spot repairs and rehabilitations of sanitary sewer appurtenances and/or proposed sanitary CIPP lining.
7. Add notes to plans and bid items for spot repair and rehabilitations of existing sanitary sewer appurtenances.
8. Prepare plans for the replacement and relaying of the existing 6-inch water main to 8-inch PVC water main in Richmond Drive from Lake Street to Main Street, including new valves, hydrants, and water services.
9. Prepare and submit all necessary WDNR approval documents, including coordinating and performing a hydrant flow test with Village staff.
10. Removal and replacement of the existing storm sewer within Richmond Drive and any necessary connections with existing storm sewer, including hydrologic analysis and storm sewer design/sizing.

B. General Services to be Provided.

1. Notifying utility companies and coordinating for concurrence with existing utility locations. Including coordination with electric and communications utilities for any necessary utility pole relocations as required to complete the project. Coordination will also be completed with Village Staff as needed through the design and bidding process.
2. Preparation of a project manual to include bidding documents, contract documents, and specifications.
3. Plan review meeting at 90% and Final Design.
4. Provide electronic bidding services through Quest CDN. Answer questions during bidding, prepare addenda as needed, host virtual bid opening, review bids, and prepare a letter of recommendation.
5. Anticipated Plan Deliverables
 - i. Cover Sheet
 - ii. Typical Sections (Existing and Proposed)
 - iii. Water Main Relay Plan and Profile: Richmond Drive – Lake Street to Main Street
 - iv. Storm Sewer Plan and Profile: Richmond Drive – Lake Street to Main Street
 - v. Manhole Layout Details
 - vi. Removal Plan: Richmond Drive – Lake Street to Main Street
 - vii. Roadway Plan and Profile: Richmond Drive – Lake Street to Main Street
 - viii. Grading Plan: Richmond Drive – Lake Street to Main Street
 - ix. Cross Sections: Richmond Drive – Lake Street to Main Street
 - x. Pavement Marking Plan: Richmond Drive – Lake Street to Main Street
 - xi. Curb Ramp Details



Mr. Dave Buechl, Director of Public Works/Village Engineer
Richmond Drive Reconstruction Project
Page 3 / July 13, 2026

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

Services Not Included

- A. Geotechnical Investigations: soil borings and marking, survey or locating of borings
- B. Easement surveys, descriptions, and exhibits.
- C. Easement coordination and meetings in the field with property owners.
- D. Stormwater Management/Permitting is not anticipated for this project as it's exempt due to its size and existing urban drainage per Chapter NR 151.

Project Schedule

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

Professional Fees

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

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

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

Client Responsibilities/Assumptions

- A. The Owner shall provide any existing data relevant to the proposed project including, but not limited to, electronic record drawings (we have access to existing data on Village GIS). Verification of information provided by others is not a part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of raSmith.
- B. Owner shall pay for all project review and permit fees. Payment of fees to various agencies for plan reviews and other reasons may be necessary throughout the course of this project. Timely remittance of these fees is very important since agencies will not accept review packages without the required fees. The project could be delayed significantly if submittals are not received when needed.
- C. After work has commenced, any revisions requested by the Client, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.
- D. All topographic survey services assume no snow and/or ice conditions. Additional fees will be required in the event snow or ice conditions are present during the fieldwork.



Mr. Dave Buechl, Director of Public Works/Village Engineer
Richmond Drive Reconstruction Project
Page 4 / July 13, 2026

- E. After work has commenced, any revisions requested by the Client, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.

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

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

Sincerely,
raSmith

A handwritten signature in blue ink that reads 'Jacob W. Scholbe'.

Jacob W. Scholbe, P.E.
Project Manager

Enclosures: Professional Services Agreement – Contract



PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between _____ ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

("Project").

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

("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

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

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. *Design Without Construction Phase Services*

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

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

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

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

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

E. **Liability**

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

F. **Indemnification**

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

G. **Dispute Resolution**

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

H. **Governing Law**

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

6.01 **Agreement**

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

7.01 **Lien Notice**

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



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

Project Name: _____

Client: _____

Professional: _____

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

R.A. Smith, Inc.

16745 West Bluemound Road

Brookfield, WI 53005

Client's Phone: _____

Professional's Phone: _____

Client's Email: _____

Professional's Email: _____



To: Village Board

From: Nick Phalin
Director of Parks & Recreation

Date: July 29, 2026

Re: August 4, 2026 Village Board Meeting Agenda Item 8(e):
Review, discussion and possible action to extend the special events permit for Waterfront Wednesdays and sales of alcohol at Lakefront Park to include August 12 and August 19.

BACKGROUND

The Village Board approved the special event permit for the Parks and Recreation Department to conduct alcohol sales during the Waterfront Wednesday concert series, on Wednesdays, June 3-August 5. The Parks and Recreation Department has elected to pick up additional dates below and are requesting approval to conduct sales in a similar manner.

- Wednesday, August 12 (Cops & Doggers)
- Thursdays, August 19 @ Waterfront Wednesday makeup night from rainout

ACTION REQUESTED

To approve as proposed.

ANALYSIS



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 29, 2026

Re: August 4, 2026 Village Board Meeting 8(f):
Review, discussion and possible action on an update of the Quiet Zone project.

BACKGROUND

After the Diagnostic Team Review in September of 2025, the engineers from RA Smith concluded that the cumulative risk index rating for the railroad crossings in the Village would be low enough to qualify for a Quiet Zone designation if they included the two crossings in the City at Duplainville Road and Parkside Lane.

RA Smith worked with representatives of the Federal Railway Agency (FRA) who determined they would permit a Joint Quiet Zone that included crossings in two municipalities. RA Smith engineers informed both the City and the Village that the FRA would require an intergovernmental agreement between the two municipalities that included designating a lead person/community for issues and accidents.

The City approved drafting an intergovernmental agreement with the Village for a Joint Quiet Zone at their meeting on February 16, 2026.

City staff drafted an agreement that underwent legal review by the City Attorney. That draft was forwarded to Village staff on July 28, 2026.

The Diagnostic Team Review also concluded that the crossings at Oakton and West Wisconsin do not meet the requirements of the Standard Safety Measures as defined by the FRA. Those crossings may still be sufficient for a Quiet Zone designation but require individual review by the FRA. This review is called the Alternate Safety Measures review which has been taking approximately two years after submission of the application.

ACTION REQUESTED

Staff is not requesting any action; this is just an update for the Board.

ANALYSIS

Village staff need to evaluate the draft agreement including a legal review.

Village staff are also working with the engineers at RA Smith to concurrently pursue the Alternate Safety Measure request for the crossings at Oakton and West Wisconsin.

Attachment – None.