



Regular Village Board Meeting Agenda
Tuesday, December 2, 2025
6:00 p.m.

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

To view the meeting live:

https://www.youtube.com/live/lgDLBHPnWEs?si=L5Kb8Ke5tdae_DnV

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations – None.
3. Approval of Minutes of Previous Meeting.
 - a. Minutes from the November 18, 2025, Regular Village Board Meeting.
 - b. Minutes from the November 24, 2025, Special 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 on Cross Connection Inspection Contract with Hydrocorp.
 - b. Review, discussion and possible action on a proposal for 2026 Prospect Avenue design services.
 - c. Review, discussion and possible action on a proposal for 2026 Street and Utility Improvement Program design services.
 - d. Review, discussion and possible action regarding change order No. 2 from Mid-City Plumbing at Well #4 HMO Treatment Project.
 - e. Review, discussion and possible action to introduce the process and time-line of the performance evaluation of the Village Administrator.
 - f. Review, discussion and possible action regarding an update on a Village Administrator goal: Report on Staff Oversight.
 - g. Review, discussion and possible action regarding sale or retention of a portion of Simmons Woods Park, PWV0897984 west of STH 16.
 - h. Review, discussion and possible action on negotiations between the Village of Pewaukee and the Pewaukee Police Association to extend the collective bargaining agreement.
 - i. Review, discussion, and possible action on Waukesha County Case 2024-CV-1584, WMC et. al v. Village of Pewaukee et. al..
 - j. Review, discussion, and possible action on notice of claim filed by Joe Shefsky.
 - k. The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) for 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 negotiations between the Village of Pewaukee and the Pewaukee Police Association to extend the collective bargaining agreement and pursuant to Wis. Statute Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding Waukesha County Case 2024-CV-1584, WMC et. al v. Village of Pewaukee et. al. and a notice of claim filed by Joe Shefsky 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.

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 November 25, 2025

**VILLAGE OF PEWAUKEE
REGULAR VILLAGE BOARD MINUTES
NOVEMBER 18, 2025**

<https://www.youtube.com/live/S6kiW6PIG3Q?si=1NSH2TBNv-QR8s0T>

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

President Knutson called the meeting to order at approximately 6:00 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 Public Works Director, Dave Buechl; Village Attorney, Matt Gralinski; Village Administrator, Matt Heiser; Village Clerk, Jenna Peter.

2. Public Hearings/Presentations

a. Oath of Office for Officer Michael Duncan to the position of Sergeant of Police.

Chief Heier introduced the promotion of Michael Duncan and listed his accolades.

Clerk Peter administered the Oath of Office to Sergeant Duncan.

Chief Heier administered the Oath of Office for the Police Officers in attendance.

b. Public Hearing on the 2026 Draft Budget.

No Comments.

c. Public Hearing on Resolution 2025-15: A Resolution to Discontinue a Portion of Quinlan Drive Right-of-Way.

No Comments.

d. Public Hearing on a Planned Unit Development (PUD) Overlay District amendment and associated Business /Site Plan of Operation amendment for Pewaukee Self Storage at 229 Sussex St., PWV 0898999001. This 15.786-acre property is zoned B-5 Light Industrial District with a Planned Unit Development Overlay. The property owner/applicant is Pewaukee Self Storage.

No Comments.

3. Approval of Minutes of Previous Meeting

a. Minutes of the Regular Village Board Meeting – November 4, 2025

Trustee Grabowski requested that Item 8c in the minutes be amended to include the following: “His primary concern with removing these turning options is that it could increase pedestrian safety risks downtown due to higher traffic volumes and limit the Village’s ability to close the beachfront for special events.”

Trustee Grabowski moved, seconded by Trustee Stauff to approve the November 4, 2025, minutes of the Regular Village Board meeting with the additional comment.

Motion carried 7-0.

4. Citizen Comments – No Comments.

5. Ordinances –

- a. Review, discussion and possible action on Ordinance 2025-15: An Ordinance Levying Property Taxes for the General Fund, the Debt Service Fund, TID #2 Fund, TID #3 Fund and TID #4 Fund for the Village of Pewaukee for the Year 2025 to Support the 2026 Budget. *Presented out of order after item 7a.

Trustee Grabowski moved, seconded by Trustee Rohde to approve Ordinance 2025-15 as presented.
Motion carried 7-0.

- b. Review, discussion and possible action on Ordinance 2025-16: an Ordinance to Amend the Current Fee Schedule for Clerk and Police Department Licenses, Permits, and Services.

Trustee Grabowski moved, seconded by Trustee Rohde to approve Ordinance 2025-16 as presented.
Motion carried 7-0.

- c. Review, discussion and possible action on Ordinance 2025-17: An Ordinance to Amend the Planned Unit Development Overlay District for the Development Referred to As Sussex Street Self Storage (Ord 2022-24).

Trustee Rohde moved, seconded by Trustee Pader to approve Ordinance 2025-17 as presented.
Motion carried 7-0.

6. Resolutions –

- a. Review, discussion and possible action on Resolution No. 2025-15: A Resolution To Discontinue a Portion of Quinlan Drive Right-of-Way.

Trustee Grabowski moved, seconded by Trustee Rohde to approve Resolution 2025-15 as presented.
Motion carried 7-0.

- b. Review, discussion and possible action on Resolution No. 2025-16: A Resolution Establishing the Fire-EMS Protection Fee Emergency Service Equivalent (ESE) Fee.

Trustee Rohde moved, seconded by Trustee Pader to approve Resolution 2025-16 as presented.
Motion carried 7-0.

- c. Review, discussion and possible action on Resolution No. 2025-17: A Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,780,000 General Obligation Promissory Notes.

Trustee Grabowski moved, seconded by Trustee Kreuser to approve Resolution 2025-17 as presented.
Motion carried 7-0.

7. Old Business –

- a. Review, discussion and possible action on proposed 2026 Village Budgets.

1. Review and Action on General Fund Budget

Trustee Grabowski moved, seconded by Trustee Pader to approve the General Fund Budget.
Motion carried 7-0.

2. Review and Action on Capital Projects Funds Budget

Trustee Belt moved, seconded by Trustee Rohde to approve the Capital Projects Funds Budget.
Motion carried 7-0.

3. Review and Action on Debt Service Budget

Trustee Belt moved, seconded by Trustee Pader to approve the Debt Service Budget.
Motion carried 7-0.

4. Review and Action on TIF Budgets

Trustee Grabowski moved, seconded by Trustee Pader to approve the TIF Budgets.
Motion carried 7-0.

5. Review and Action on Water Utility Budget

Trustee Rohde moved, seconded by Trustee Grabowski to approve the Water Utility Budget.
Motion carried 7-0.

6. Review and Action on Storm Water Utility Budget

Trustee Kreuser moved, seconded by Trustee Pader to approve the Storm Water Utility Budget.
Motion carried 7-0.

7. Review and Action on Sanitary Sewer Utility Budget

Trustee Rohde moved, seconded by Trustee Pader to approve the Sanitary Sewer Utility Budget.
Motion carried 7-0.

8. Review and Action on Cemetery Fund Budget

Trustee Kreuser moved, seconded by Trustee Pader to approve the Cemetery Fund Budget.
Motion carried 7-0.

9. Review and Action on Lake Patrol Budget

Trustee Grabowski moved, seconded by Trustee Kreuser to approve the Lake Patrol Budget.
Motion carried 7-0.

10. Review and Action on Laimon Family Lakeside Park Budget

Trustee Grabowski moved, seconded by Trustee Rohde to approve the Laimon Family Lakeside Park Budget.
Motion carried 7-0.

8. New Business

- a. Review, discussion and possible action to approve the contract extension with Waste Management for trash/recycling collection services through December 31, 2026.

Trustee Grabowski moved, seconded by Trustee Kreuser to approve contract extension with Waste Management.

Motion carried 7-0.

- b. Review, discussion and possible action to approve the contract extension with Associated Appraisal for assessing services through December 31, 2030.

Trustee Belt moved, seconded by Trustee Rohde to approve the contract extension with Associated Appraisal.

Motion carried 7-0.

- c. **Review, discussion and possible action on a finding per Section 40.265(15) on the impact of a proposed multifamily residential development Conditional Use Grant at 203 E. Wisconsin.**

Attorney Gralinski advised the Board that the motion should include a statement affirming that the proposed development will not be detrimental to public health, safety, or welfare.

Trustee Rohde moved, seconded by Trustee Grabowski to approve the Conditional Use Grant for a proposed multifamily residential development at 203 E. Wisconsin Ave. and that the development will not be detrimental to the public health, safety and welfare of the area.

Motion carried 7-0.

- d. **Review, discussion and possible action on monthly approval of checks and invoices for all funds, October 2025.**

Trustee Belt moved, seconded by Trustee Pader to approve checks and invoices for all funds, excluding the library, for October 2025.

Motion carried 7-0.

Trustee Grabowski moved, seconded by Trustee Pader to acknowledge the library checks and invoices for October 2025.

Motion carried 7-0.

9. Citizen Comments - None

10. Adjournment

Trustee Grabowski moved, seconded by Trustee Kreuser to adjourn the November 18, 2025, Regular Village Board meeting at approximately 6:35 p.m.

Motion carried 7-0.

Respectfully Submitted,

Jenna Peter
Village Clerk

**VILLAGE OF PEWAUKEE
REGULAR VILLAGE BOARD MINUTES
NOVEMBER 24, 2025**

<https://www.youtube.com/live/jkfOeeRL0DM?si=V8Gbn8Swod-oxPSy>

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

President Knutson called the meeting to order at approximately 4:30 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 Kristen Kreuser, Trustee Jim Grabowski; and President Jeff Knutson.

Excused: Trustee Kelli Belt and Trustee Rachel Pader.

Also Present: Village Attorney, Matt Gralinski; Village Administrator, Matt Heiser; Village Clerk, Jenna Peter.

2. Public Hearings/Presentations

- a. **Public Hearing on Ordinance 2025-18: An Ordinance Repealing Ordinance 2025-15 and Levying Property Taxes for the General Fund, the Debt Service Fund, TID #2 Fund, TID #3 Fund and TID #4 Fund for the Village of Pewaukee for the Year 2025 to Support the 2026 Budget.**

No Comments.

3. Ordinances

- a. **Review, discussion and possible action on Ordinance 2025-18: An Ordinance Repealing Ordinance 2025-15 and Levying Property Taxes for the General Fund, the Debt Service Fund, TID #2 Fund, TID #3 Fund and TID #4 Fund for the Village of Pewaukee for the Year 2025 to Support the 2026 Budget.**

Administrator Heiser explained that Baird re-calculated the totals for the Village. There is a .43 cent difference in what was presented in the agenda packet.

Trustee Rohde moved, seconded by Trustee Grabowski to approve Ordinance 2025-18 as presented. Motion carried 5-0.

4. Old Business

- a. **Review, discussion and possible action on proposed 2026 Village Budgets.**

- 1. Review and Action on an amendment to the General Fund Budget.**

Heiser explained that the Village must reduce General Fund property taxes by \$102,000 to meet statutory levy limits. This will be achieved by lowering the proposed levy and using fund balance to offset the difference. As a result, the mill rate increase will drop from 12 cents to 4 cents.

Trustee Grabowski moved, to approve the proposed 2026 Village Budgets.

Trustee Grabowski amended his motion to approve the amendment to the General Fund in the 2026 Budget, seconded by Trustee Kreuser.

Motion carried 5-0.

5. Adjournment

Trustee Rohde moved, seconded by Trustee Kreuser to adjourn the November 24, 2025, Special Village Board meeting at approximately 4:45 p.m.

Motion carried 5-0.

Respectfully Submitted,

Jenna Peter
Village Clerk

DRAFT



To: Jeff Knutson, Village President
Village Board

From: Shawn Tremaine
Utility Operations Supervisor

Date: November 19, 2025

Re: December 2, 2025 Meeting Agenda Item 8(a)
Review, discussion, and possible action on Cross Connection Inspection Contract with Hydrocorp

BACKGROUND

The Village of Pewaukee has contracted with Hydrocorp for multiple years in assisting the Village in maintaining compliance with the Wisconsin Department of Natural Resources. Hydrocorp is responsible for scheduling and performing cross-connection inspections of multi-family, commercial, and industrial water users of the Village. The Village currently has 476 properties that fall into this category. Hydrocorp will inspect a maximum of 210 properties over a two-year period. Hydrocorp classifies these properties based on potential risk hazards of cross-connections.

ACTION REQUESTED

The action requested of the Village Board is to review and discuss whether or not to approve a two-year contract with Hydrocorp to continue to conduct cross-connection inspections for commercial, industrial, and multi-family properties.

ANALYSIS

Staff is recommending renewing the two-year contract with Hydrocorp. DPW did budget for this expense.

Attachments



RENEWAL SERVICE AGREEMENT

DEVELOPED FOR

Shawn Tremaine
Village Of Pewaukee

235 HICKORY ST
Pewaukee, WI, 53072

10/24/2025

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics



Water Quality
Management & Sampling



Corporate Office

5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646

 info@hydrocorpinc.com

 hydrocorpinc.com



SCOPE OF WORK..... 3-4

PROFESSIONAL SERVICE AGREEMENT..... 5-9

APPENDIX - QUALIFICATIONS..... 10

Statement of Work

HydroCorp™ (“Company”) will provide the following services to the Village Of Pewaukee (“Client”). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Village Of Pewaukee with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Regulations. Once this project has been approved and accepted by the Village Of Pewaukee and HydroCorp, you may expect completion of the following elements within a 24 month period. The continued components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. Inspections. Company will perform Non-Residential Interior initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company’s Software Data Management Program. Program Data shall remain property of Client; however, Company’s Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Wisconsin Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company’s online software management program
- (d) Maintain the program to comply with all Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. **Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.** Information to include:

- (a) Account Listing: Village Of Pewaukee to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 210.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$163.77. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater . Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
Year 1	\$1,404.89	\$16,858.80
Year 2	\$1,461.07	\$17,532.90
Contract Total	\$34,391.70	

Contract Amount is based upon a 24 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 12/1/2025.

Village Of Pewaukee

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers. Nothing in the foregoing shall be construed as a waiver by the Village of Pewaukee of the limitations, defenses and immunities contained in Wisconsin law including, but not limited to, Wis. Stat. § 893.80, 895.52, and 345.05. Further, to the extent indemnification is available and enforceable, the Village of Pewaukee or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability from municipal claims established by Wisconsin law

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a

general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not

affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of

any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



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: November 25, 2025
Re: Agenda item 8(b). Review, discussion and possible action on a proposal for 2026 Prospect Avenue Design Services.

BACKGROUND

The Village completes an annual Street and Utility Improvement program to address projects listed in the Village's 5-year Capital Improvement program. An upcoming project are listed below which has more extensive utility relocations which may or may not be able to be completed in 2025 so this project is broken out from the W. Wisconsin Avenue and Glacier Road projects.

1. Prospect Avenue (from Main Street to School Street which is approximately 1,162 feet): asphalt pavement removal and replacement (current pavement rating = 5 (Main Street to Lake Street) & 4 (Lake Street to School Street) – see foot note 1); addition of concrete curb and gutter; likely relocation of existing utility poles;

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 \$79,400.00.

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. It is anticipated that the utility poles will need to be relocated along Prospect Avenue to outside of the existing right of way. Since we do not have a timeline for this work, the estimated dates for bidding are not known at this time.

The scope of this project was brought to the Public Works and Safety Committee for review. One request was to consider whether or not to add sidewalk on the southeasterly side of Prospect Avenue from Lake Street to School Street where sidewalk does not currently exist. The Committee recommended to not add sidewalk along said section of street and so this proposal does not include adding sidewalk on the southeasterly side of Prospect Avenue.

I recommend the Village Board approve the attached survey, design and bidding services proposal dated November 17, 2025 from R.A. Smith, of Brookfield, Wisconsin, for the time and materials estimated amount of \$79,400.00. 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

November 17, 2025

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

Re: Proposal for Professional Services
Prospect Avenue Reconstruction Project

Dear Mr. Buechl:

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

Project Understanding

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

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

Scope of Services

A. Prospect Avenue from School Street to Lake Street (approximately 900 feet).

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



Mr. Dave Buechl, Director of Public Works/Village Engineer
Prospect Avenue Reconstruction Project
Page 2 / November 17, 2025

B. Prospect Avenue from Lake Street to Main Street (approximately 250 feet)

1. Topographic survey of the entire right-of-way.
2. Prepare asphalt paving plan and profile for 5+/- inches of asphalt removal and replacement.
3. Identify various concrete curb and gutter and sidewalk spot repair locations.
4. Design up to six (6) ADA curb ramps at the intersections of Main Street and Prospect Avenue and Lake Street and Prospect Avenue.
5. Add notes to plans and bid items for spot repair and rehabilitations of existing storm sewer and sanitary sewer appurtenances. Village staff will acquire and/or provide storm sewer and sanitary sewer televising information.
6. Inspection of storm and sanitary sewer structures to determine repair, rehabilitation, and replacement.

C. General Services to be Provided.

1. Notifying utility companies and coordinating for concurrence with existing utility locations. Including coordination with electric and communications utilities for the anticipated utility pole relocations as required to complete the reconstruction portion of the project. Coordination will also be completed with Village Staff as needed through the design and bidding process.
2. Preparation of a project manual to include bidding documents, contract documents, and specifications.
3. Plan review meetings at 50%, 90%, and Final Design.
4. Provide electronic bidding services through Quest CDN. Answer questions during bidding, prepare addenda as needed, host virtual bid opening at Village DPW building, review bids, and prepare a letter of recommendation.

5. Anticipated Plan Deliverables

- i. Cover Sheet
- ii. Typical Sections (Existing and Proposed)
- iii. Removal Plan: Prospect Avenue – School Street to Lake Street
- iv. Storm Sewer Plan and Profile: Prospect Avenue – School Street to Lake Street
- v. Roadway Plan and Profile: Prospect Avenue – School Street to Lake Street
- vi. Grading Plan: Prospect Avenue – School Street to Lake Street
- vii. Cross Sections: Prospect Avenue – School Street to Lake Street
- viii. Paving and Utility Adjustment Plan: Prospect Avenue – Lake Street to Main Street
- ix. Pavement Marking Plan: Prospect Avenue – School Street to Main Street
- x. Curb Ramp Details
- xi. Detour plans
- xii. Details

Services Not Included



Mr. Dave Buechl, Director of Public Works/Village Engineer
Prospect Avenue Reconstruction Project
Page 3 / November 17, 2025

- 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. Permitting is not anticipated as disturbance limits are thought to be less than 1 acre.

Project Schedule

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

Professional Fees

The above services will be provided on an hourly time-and-expense basis with an estimated cost not to exceed **\$79,400.00**

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

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

Client Responsibilities/Assumptions

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



Mr. Dave Buechl, Director of Public Works/Village Engineer
Prospect Avenue Reconstruction Project
Page 4 / November 17, 2025

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
 Prospect Avenue Reconstruction Project – Concept Plan

bth:H:\2258100\Doc\Proposals\Prospect Avenue Reconstruction\Parts\EP 251117 Buechl_Prospect Avenue Reconstruction Project.docx



PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL

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

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

("Project").

Professional's services under this Agreement are 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: _____



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: November 24, 2025
Re: Agenda item 8(c). Review, discussion and possible action on a proposal for 2026 Street and Utility Improvement Program design services.

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 planned upcoming projects are listed below.

1. Glacier Road (from W. Wisconsin Avenue to west Village limits which is approximately 1,345 feet): asphalt pavement removal and replacement (current pavement rating = 5 (W. Wisconsin Ave to Kopmeier & 4 (Kopmeier to Village limits) – see foot note 1); relay of 1966 cast iron water main in Glacier Road, sanitary sewer lining; culvert and ditching work;
2. W. Wisconsin Avenue (from Burroughs Drive to Ryan Street): asphalt pavement removal and replacement with either concrete or asphalt (pavement rating = 3 (Isle Ct to Burroughs Dr) and 4 (Isle Ct to Glacier Road).
3. Two components were hoped to be included in the project and constructed in 2025. Efforts were made to obtain easements from two lot owners along Glacier Road but did not occur. Work not included in project:
 - a. Water main loop installation from Glacier Road to W. Wisconsin Avenue to improve water circulation and reliability. A water main easement was not obtained from 769 Glacier Road.
 - b. Improved drainage swale from Glacier Road to marsh along west lot line of 765 Glacier Road. A drainage swale easement was not obtained from 765 Glacier Road. The overland drainage will continue to flow as it does today at this location. The runoff collected in the vicinity of Glacier Road infiltrates into the ditches, and ponds in the front yards. If the runoff builds up to a certain point during larger storm events, the runoff overflows to the rear yard along the west lot line of 765 Glacier Road.

ACTION REQUESTED

The action requested of the Village Board is to approve the design and bidding services proposal from R.A. Smith, of Brookfield, Wisconsin, for the time and materials estimated amount of \$15,200.00.

ANALYSIS

The scope of services is listed in the attached proposal. The scope has been reviewed and appears to be reasonable to accomplish the revised design, and bidding needed for the projects. The level of effort needed for W. Wisconsin Avenue and Glacier Road is lower because drawings were previously created for the 2025 project.

I recommend the Village Board approve the attached design and bidding services proposal dated October 30, 2025 from R.A. Smith, of Brookfield, Wisconsin, for the time and materials estimated amount of \$15,200.00. R.A. Smith has successfully completed other similar projects.

After drawings and final cost estimates are completed and budgets reviewed to finalize the projects to be bid, the proposal includes to start bidding. The bidding can be completed in January/February or wait until summer to see if LRIP grant funds are awarded. The advantage of bidding in January/February is that the project can begin in early spring and be completed in early to mid summer, and more contractors have availability for work which could lead to more competitive bids and lower bid prices. The benefit to waiting until summer is to see if the Village is awarded LRIP grant funds. The disadvantage of waiting until summer is that the project is completed in late fall, and much less competitive bids could be received. For example, in 2025, the Village project was bid in summer, and only two bids were received, with the underground contractor being the same for both bidders.

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

October 30, 2025

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

Re: Proposal for Professional Services
2026 Road and Utility Improvement Program

Dear Mr. Buechl:

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

Scope of Services

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

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



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

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

Project Schedule

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

Professional Fees

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

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

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

Client Responsibilities/Assumptions

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

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

We look forward to working with you on this project.

Sincerely,
raSmith

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: _____



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Village Board
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer
Date: November 25, 2025
Re: Agenda item 8(d). Review, discussion and possible action regarding Change Order #2 from Mid-City Plumbing at Well #4 HMO Treatment Project.

BACKGROUND

The Well #4 HMO Treatment System project located at 800 College Avenue is under construction. Mid-City Plumbing has submitted a change order request to increase the contract price as attached for a revised driveway layout of \$38,463.03. During construction of Well #4, Waukesha County Technical College (WCTC) staff contacted Village staff requesting modifications to the driveway layout at Well #4 to allow for semi-truck maneuvering in and out of their truck dock across the driveway.

Due to rerouting of the sanitary sewer and scheduling delays, Mid City is requesting a time extension of the contract substantial completion and final payment dates.

ACTION REQUESTED

I recommend that the Village Board approve Change Order #2 with Mid City Plumbing to increase the contract price by \$38,463.03 and extend the contact dates for substantial completion to January 16, 2026 and final payment to February 28, 2026.

ANALYSIS

WCTC offered to pay the Village for the revised design, survey, and modifications to the driveway. This change order #2 covers the additional equipment, materials, and labor costs for Mid City to perform the driveway modifications, as shown on the attachment.

This project was bid out without final approval to connect the sanitary sewer discharge to the Lake Pewaukee Sanitary District (LPSD) sewer. Negotiations with LPSD to connect to their sewer did not come to fruition so a new sewer route was necessary. A revised design was completed prior to the start of construction to connect to a WCTC sewer. The increased costs for this piping were included in Change Order #1. Final sewer discharge approval has been completed with WCTC. A change order is now needed to extend the contract dates.

Attachments

Date of Issuance: November 18, 2025
 Contract: Well No. 4 HMO Treatment
 Contractor: Mid City Corporation
 Address: 12930 W. Custer Avenue
 Butler, WI 53007

Effective Date: November 18, 2025
 Owner: Village of Pewaukee
 Engineer: Ruekert & Mielke, Inc.
 Engineer's Project No.: 8034-10022.305
 Effective Date of Contract: June 24, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

- Reconstruction of existing asphalt driveway. \$38,463.03.
- Change in Contract times.

Reason for Change Order:

- Waukesha Area Technical College (WCTC) reached out the Village and Ruekert & Mielke requesting modifications to the existing driveway to assist with semi-truck maneuvering in and out of their shipping facility across the street. WCTC offered to pay the Village for the modifications to the driveway. This change order covers additional equipment, material, and labor costs to perform the driveway modifications.
- Due to rerouting of the sanitary sewer and scheduling delays the contractor is requesting a time extension of the contract substantial completion and final payment dates.

Attachments:

Driveway Change Order Proposal dated 9/29/25.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 2,982,000.00	Original Contract Times: Substantial Completion: <u>September 15, 2025</u> Ready for Final Payment: <u>October 31, 2025</u> days or dates
Increase/ Decrease from previously approved Change Orders \$ 75,294.61	● Increase ● Decrease ● from previously approved Change Orders No. <u> </u> to No. <u> </u>: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ 3,057,294.61	Contract Times prior to this Change Order: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
Increase of this Change Order: \$ 38,463.03	Increase of this Change Order: Substantial Completion: <u>January 16, 2026</u> Ready for Final Payment: <u>February 28, 2026</u> days or dates
Contract Price incorporating this Change Order: \$ 3,095,757.64	Contract Times with all approved Change Orders: Substantial Completion: <u>January 16, 2026</u> Ready for Final Payment: <u>February 28, 2026</u> days or dates

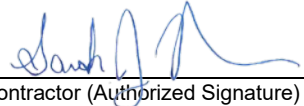
RECOMMENDED:

ACCEPTED:

ACCEPTED:

Signature: 
 Engineer (Authorized Signature)
 Christopher L. Epstein, P.E.

Signature: _____
 Owner (Authorized Signature)

Signature: 
 Contractor (Authorized Signature)

Date: November 18, 2025

Date: _____

Date: 11/18/2025



Change Order Proposal

Project: Pewaukee HMO

Date: 9/29/25

Description of Work:

Remove existing driveway and 12" of subbase. Install 1-1/4" TB and 5" of asphalt including lawn restoration around edges. Pour approx 100 LF of 24" concrete curb and gutter. Light pole removal to be completed by others.

Labor:

Classification	Labor Hours	Labor Rate	Total Labor Cost
Operator (regular)	48	\$83.69	\$4,017.12
Operator (OT)	12	\$111.04	\$1,332.48
Total Labor Costs			\$5,349.60

Materials:

Description	Quantity	Cost	Total Cost
Disposal Fees	10	\$125.00	\$1,250.00
1-1/4" TB	128	\$9.41	\$1,204.48
Total Material Cost			\$2,454.48

Equipment:

Description	Quantity	Unit Price	Total Cost
Trucking	32	\$135.00	\$4,320.00
Lowboy	2	\$1,150.00	\$2,300.00
Foreman Truck	3	\$228.00	\$684.00
Skid Steer	3	\$495.00	\$1,485.00
Excavator- 50k	3	\$1,485.00	\$4,455.00
Drum Roller	2	\$610.00	\$1,220.00
Total Equipment Cost			\$14,464.00

Subcontractor:

Description	Total Cost
Asphalt	\$23,882.50
Concrete	\$6,250.00
Total Subcontractor Cost	\$30,132.50

Overhead and Profit on Materials, labor and equipment (15%) \$2,560.83

Overhead and Profit on Subcontractor (5%) \$1,506.63

Total Change Order Request \$56,468.03

Minus Previously Included Asphalt -\$20,000.00

Total Change Order \$36,468.03



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 25, 2025

Re: December 2, 2025 Meeting Agenda Item 8(e)
Review, discussion and possible action to introduce the process and time-line of the performance evaluation of the Village Administrator.

BACKGROUND

The impending advent of the new year prompts the review of progress on the goals set for 2025 and setting of goals for 2026.

ACTION REQUESTED

This item does not require formal action by the Village Board but it is available if the Board wishes to use it. Otherwise this item is seeking input from and consensus among Board members.

ANALYSIS

Trustee Rohde will lead this discussion. Board members should keep in mind that the January 6, 2026 meeting is cancelled.

Attachments: None.



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 25, 2025

Re: December 2, 2025 Meeting Agenda Item 8(f)
Review, discussion and possible action regarding an update on a Village Administrator goal: Report on Staff Oversight.

BACKGROUND

The Village Board set goals for the Administrator in January, 2025, to accomplish this year. One of those goals was to develop an annual report demonstrating certain aspects of staff oversight were taking place appropriately.

ACTION REQUESTED

There is no action requested of the Board.

ANALYSIS

The purpose of this report is to document for the Village Board that certain human resource processes are occurring. It includes some data about frequency of events and a description of some internal processes to provide clarity. It does not provide any evaluation results, goals, merit-based wage increases or employee names. That information is part of the managerial role of staff leadership positions.

This is the first report submitted by the Administrator. Please provide feedback on improvements Board members would like to see. The report was originally envisioned to be submitted in the February/March time-frame after the evaluation and merit-based raise process is complete. The Board should discuss if they wish to see an updated version in February/March of 2026, wait until the annual eval of the Administrator in 2027, or prefer some other schedule.

Attachments:

1. 2025 Administrator Report on Staff Oversight



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 25, 2025

Re: 2025 Village Administrator Goal: Report to the Village Board on Staff Oversight

BACKGROUND

In January, 2025 the Village Board set a goal for the Village Administrator to develop an annual report to document a number of HR processes were occurring. The report should document:

1. 1-on-1 meetings are occurring with direct reports of the Administrator
2. Performance evaluations are occurring for Village staff
3. Goal setting is occurring with Village staff
4. Merit-based raises are occurring with Village staff
5. Exit interviews are occurring.

When the Board set this goal for the Administrator it was envisioned that the report would be submitted in February or March after the evaluation period was complete. This is the first report viewed by the Board and the Administrator wished the Board to have it before his evaluation.

1-on-1 Meetings

The Administrator scheduled 1-on-1 meetings to occur with his director reports every two weeks starting in June. The meetings are with the Village Clerk, the Village Treasurer, the Chief of Police and the Director of Public Works. Occasionally the meetings are cancelled due to other priorities or vacations. As of November 25, 2025 the following 1-on-1 meetings have occurred:

Village Clerk	10
Village Treasurer	10
Chief of Police	9
DPW Director	9

The template for a 1-on-1 includes 5 questions:

1. What are you working on now or have recently completed?
2. What major obstacles are you encountering right now (aka what can I do to help?)?
3. Matt's input on your recent activity (I can document/recognize good performance)

4. Agreed Upon Expectations until the next 1-on-1
5. Is there anything else we should talk about?

The Administrator will put the meeting form on a monitor that staff can view so they are aware of all the comments being documented. The goal is for the discussion to take fifteen to twenty minutes. Some departments have more issues in motion and the discussions can go longer.

Performance Evaluations

Performance evaluations were in place when the Administrator started in 2024. The HR/PR staff person will initiate a self-evaluation period in late November. Department heads will perform their evaluations. Evaluations are due within the first week of January to capture any merit-based raises for the first pay-period of the year.

In 2024 the Administrator performed evaluations of the Village Clerk and DPW Director and performed a verbal evaluation of the self-evaluation submitted by the Police Chief. In 2025 the Chief's evaluation will be documented as well.

The Administrator has a copy of 2024 evaluations performed for all utilities staff, all public works staff, all administrative staff and police staff not in the member association. The Administrator reviewed all the evaluations with particular attention to those of the Deputy Clerk (performed by the Clerk) and the Deputy Treasurer (performed by Treasurer Cassie Smith).

Deputy Clerk Quigley sent out the evaluation forms to all department heads on November 17, 2025. Self evaluations are due to supervisors on December 1.

Goal Setting

The performance evaluation form contains a section for goals. The documentation of goals in the 2024 evaluations varies by department. In discussions with staff the goal is to establish three each year.

Merit-based Raises

In 2024 the Village Board had approved funds in the budget to accommodate a three percent raise for staff. Supervisors fill out internal documents called "Personnel Action Forms" and submit them to the HR/PR person to implement any raises.

The practice of apportioning the funds for raises also varies per department. The Public Works supervisors like to meet as a leadership team and discuss how they wish to divide the available funds.

The administrative team, implementing raises for 2025 based on 2024 performance, was able to also divide the funds set aside to the Village Treasurer. She had submitted her letter of resignation so that position would not be receiving an increase in 2025.

Exit Interviews

The Village experienced the following resignations/retirements in 2025:

DPW/Utilities:	2
Police	2
Library	5
Administration	1

The Village Administrator had an informal exit discussion with the outgoing Village Treasurer in preparation of the resolution recognizing her tenure. The DPW/Utilities Supervisors have verbal exit interviews with departing staff.



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 25, 2025

Re: December 2, 2025 Meeting Agenda Item 8(g)
Review, discussion and possible action regarding sale or retention of a portion of
Simmons Woods Park, PWV0897984 west of STH 16.

BACKGROUND

The Village Board was advised of a situation at its November 4, 2025 meeting in Simmons Woods Park. A private party was storing materials on this land and reported an informal agreement with the Village to do so.

The Village Attorney sent the party a notice to remove their property from Village land. It is staff understanding that has occurred as of November 25, 2025.

ACTION REQUESTED

The action requested of the Village Board is to determine a goal for staff to pursue; to sell or retain that land.

ANALYSIS

The land in question is still part of Simmons Woods Park. If the Board wishes to sell it the Village will have to submit a certified survey map creating an individual parcel.

The Director of Parks and Recreation, Nick Phalin, is not available for this meeting. He did research with the Wisconsin Department of Natural Resources and the funding involved from them for this park would not include the land west of Hwy 16. At this moment staff believes the Parks Department would not recommend keeping it.

Attachments:

1. Areal photos showing Simmons Woods Park and the area in question.



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 25, 2025

Re: December 2, 2025 Meeting Agenda Item 8(h) OPEN SESSION ITEM
Review, discussion and possible action on negotiations between the Village of Pewaukee and the Pewaukee Police Association to extend the collective bargaining agreement.

BACKGROUND

The Village Board has a contract with a labor union of police officers called the Pewaukee Police Association. It is currently a two year contract that expires on December 31, 2025.

The Association and representatives of the Village have been in communication for approximately 3 months to extend the contract. This communication has included 2 electronic exchanges of proposals and 3 separate meetings.

ACTION REQUESTED

There is no action requested of the Village Board.

ANALYSIS

Negotiations have reached a point where the Board should be updated on the current proposals from both sides and where the gaps occur. The Village representatives need input from the Board to define the path moving forward.

Attachments – None.



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 25, 2025

Re: December 2, 2025 Meeting Agenda Item 8(i) OPEN SESSION ITEM
Review, discussion, and possible action on Waukesha County Case 2024-CV-1584,
WMC et. al v. Village of Pewaukee et. al.

BACKGROUND

The Wisconsin Manufactures and Commerce (WMC) filed a lawsuit against the Village in 2024 alleging the Fire/EMS fees are an impermissible tax. The Village filed a claim with its insurance company who assigned legal counsel to defend the Village. The parties have filed cross motions for summary judgment. The motions are scheduled for a hearing on December 9, 2025, in Waukesha County Circuit Court, and a decision is expected either at that hearing or shortly thereafter.

ACTION REQUESTED

There is no action requested of the Village Board.

ANALYSIS

The suit has reached a point where the Board should receive an update and discuss future strategy in this litigation. The Village Attorney will provide that information to the Board.

Attachments – None.



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 25, 2025

Re: December 2, 2025 Village Board Meeting Agenda Item 8(j) OPEN SESSION
Review, discussion, and possible action on notice of claim filed by Joe Shefsky.

BACKGROUND

On July 4, 2025 the Village Clerk received a notice of claim filed against the Village from Joe Shefsky. He claimed he slipped on mud and debris on a public sidewalk abutting private residential properties at 330 and 336 East Wisconsin Avenue

The matter was forwarded to the Village insurance company for investigation and review.

ACTION REQUESTED

None.

ANALYSIS

The Village Attorney will lead the Board through a discussion.

Attachment – None.