



Regular Village Board Meeting Agenda
Tuesday, July 15, 2025
6:00 PM

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

To view the meeting live:

https://www.youtube.com/live/0-XwuSEEulw?si=6JLcZM7hpTmt_zSZ

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations
 - a. Public Hearing on Resolution 2025-11: A Final Resolution to assess for removal and replacement of sidewalk in 2025 Road and Utility Improvements project along W. Wisconsin Avenue and Capitol Drive
3. Approval of Minutes of Previous Meeting.
 - a. Minutes from the June 17, 2025 Regular Village Board Meeting.
4. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*
5. Ordinances
 - a. Review, discussion and possible action on Ordinance 2025-08: An Ordinance to Repeal and Recreate Chapter 98 – Article IV of the Municipal Code of the Village of Pewaukee Regarding the Aquatic Weed Commission.
6. Resolutions
 - a. Review, discussion and possible action on Resolution 2025-11: A Final Resolution to assess for removal and replacement of sidewalk in 2025 Road and Utility Improvements project along W. Wisconsin Avenue and Capitol Drive.
7. Old Business
 - a. Continued Hearing on an Appeal of the 2024 Fire-EMS Protection Fee Filed by JM 1405 LLC (c/o Kevin Yonke) Regarding Real Property Located at 205 Prospect Ave (Yonke & Son Funeral Home) and having Tax ID No PWV 0896069 and Possible Action Thereon.
 - b. Review, discussion, and possible action to approve the written decision regarding KKNN Quail LLC's Petition Appealing the 2024 Village of Pewaukee Fire – EMS Fee Assessment for real property located at 1088 Quail Court and having Tax ID No. PWV 0903106.
8. New Business
 - a. Review, discussion and possible action to approve construction services contract with RA Smith for the 2025 Road and Utility Improvements Project.
 - b. Review, discussion and possible action to approve Right of Entry License Agreement made by and between Soo Line Railroad Company doing business as Canadian Pacific with Village of Pewaukee for the 2025 Road and Utility Improvements Project.
 - c. Review, discussion and possible action to approve a drainage easement and associated costs for 2026 Road and Utility Improvements Project at 765 Glacier Road.
 - d. Review, discussion and possible action to approve design construction services for rehabilitation and painting of 125,000 gallon Steel Reservoir at Well 3.
 - e. Review, discussion and possible action to approve Change Order #2 for the temporary PFAS treatment project on Well #6.
 - f. Review, discussion and possible action on request for the Village to share sidewalk replacement costs by 115 Main Street.
 - g. Discussion and possible action to confirm Committee/Board Appointments by the Village President:
 - i. Aquatic Weed Commission – 2 Trustees
 - ii. Police Union Negotiations – 1 Trustee
 - h. Review, discussion and possible action for the Village to share funding of a traffic signal at the intersection of State Highway 164 and Lindsay Road.
 - i. Review, discussion and possible action to approve the purchase of a dump truck.
 - j. Review, discussion and possible action to approve the purchase of a utility tractor.
 - k. Review, discussion and possible action to remove a Village tree at 526 Greenwood Court.



- l. Review, discussion and possible action to schedule a special meeting for strategic planning.
- m. Review discussion and possible action to approve the bills and invoices from June, 2025.
- n. Review, discussion and possible action to approve a Special Event Permit for Lake Country Canine Festival.

9. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*

10. Adjournment.

Note: Notice is hereby given that a quorum of a Village Committee and/or Commission may be present at the Village Board meeting, and if so, this meeting shall be considered an informational meeting of that Committee or Commission and no formal action of that Committee or Commission shall occur. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Posted July 11, 2025

**VILLAGE OF PEWAUKEE
REGULAR VILLAGE BOARD MINUTES
JUNE 17, 2025**

<https://www.youtube.com/live/GgFy4uyzfqA?si=ckOKMjzLrHdDhyfr>

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: Department of Public Works Director, Dave Buechl; Department of Public Works Supervisor, Jay Bickler; Village Attorney, Matt Gralinski; Village Administrator, Matt Heiser; Village Clerk, Jenna Peter.

2. Public Hearings/Presentations –

a. Presentation of the 2024 Village audit results by Baker Tilly.

John Rader and Leah Gaffney with Baker Tilly presented the financial highlights of the Village' General Fund. Highlights discussed included: revenues that came in over budget, expenditures were over slightly, the utility fund and the Laimon Fund. Mr. Rader concluded that the General Fund has been very stable, and he has no concerns.

3. Approval of Minutes of Previous Meeting

a. Minutes from the Special Village Board Meeting – June 3, 2025

Trustee Belt moved, seconded by Trustee Rohde to approve the June 3, 2025, minutes of the Special Village Board meeting as presented.

Motion carried 7-0.

b. Minutes from the June 3, 2025, Regular Village Board Meeting.

Trustee Rohde moved, seconded by Trustee Grabowski to approve the June 3, 2025, minutes of the Regular Village Board meeting as presented.

Motion carried 7-0.

4. Citizen Comments

Tim Steidl @ Myxn Lakeside 145 W Wisconsin Ave – Mr. Steidl spoke about the parking concerns downtown. He believes there should be more signage to direct people to park in the municipal lots. He stated the need for more handicap spots. Mr. Steidl also stated he would like to offer a valet service for his patrons and would love to see a boardwalk be installed.

Lowell Geithman @526 Greenwood Court – Mr. Geithman spoke about the Village tree in his front yard. The tree's roots are tearing up his yard. He would like consideration for the tree to be removed.

Chris Krasovich @ 1055 Oak Circle – Ms. Krasovich stated she understands that there has been a lot of noise making from the beach recently. Most of the complaints are concerning teenagers' behavior and playing football on the beach. She feels this is a wholesome activity when they could be doing many other things. She stated they do still need to show respect, but respect is not ordinance-driven, it is common sense-driven. Ms. Krasovich further stated there are families at the beach every day enjoying themselves

and does not believe businesses are hurting from the busy beach.

Eli Kelling @ 571 E Wisconsin Ave- Mr. Kelling stated he had put together something to say about the beach, but said Ms. Krasovich put it very eloquently. He thanked the Village for their time put into this issue.

5. Ordinances – None.

6. Resolutions–

- a. (This agenda item to be addressed after Agenda Item 8a is addressed.) Discussion, review and possible action to approve Resolution 2025-09: A Preliminary Resolution to assess for sidewalk removal and replacements in 2025 Road and Utility Improvements project.**

Director Buechl explained the Village has an ordinance that allows for us to remove and repair sidewalk. There is a total of 6 parcels along Capitol Dr and W. Wisconsin Ave that are scheduled to be replaced in front of the property where sidewalk was determined to be in poor condition. Buechl has met with the property owners so they are aware of the project and the sidewalk repair. He is hoping the project will start mid-July.

Trustee Grabowski moved, seconded by Trustee Kreuser to approve Resolution 2025-09 as presented. Motion carried 7-0.

- b. Review, discussion and possible action to approve Resolution 2025-10: A Resolution Regarding the Wisconsin Department of Natural Resources Reporting Year 2024 Compliance Maintenance Annual Report.**

Administrator Heiser wanted to recognize Shawn Tremain for his hard work on this report.

Trustee Rohde moved, seconded by Trustee Grabowski to approve Resolution 2025-10 as presented Motion carried 7-0.

7. Old Business –

- a. Review, discussion, and possible action to approve the written decision regarding Hawthorne Place, LLC's Petition Appealing the 2024 Village of Pewaukee Fire – EMS Fee Assessment for real property located at 1105 Hawthorne Place and having Tax ID No. PWV 0902996007.**

Attorney Gralinski presented the topic. The Board is to review the draft of the determination to determine if it is consistent with the vote taken at the June 3, 2025, hearing.

Trustee Stauff moved, seconded by Trustee Kreuser to approve the written decision. Motion carried 7-0.

8. New Business

- a. Review, discussion and possible action to award the contracts for the 2025 Road and Utility Improvements projects (W. Wisconsin Ave. and E. Capitol Dr.). (Item was presented out of order after item 5).**

Buechl explained the Village received 3 bids for this project – one bid was disqualified. He is recommending the bid from Payne and Dolan, Inc in the amount of \$1,395,991.86.

Trustee Grabowski moved, seconded by Trustee Rohde to award the contract for 2025 Road & Utility Improvement Projects to Payne & Dolan. Motion carried 7-0.

- b. Review, discussion and possible action to approve an engagement letter with Quarles and Brady for a Safe Drinking Water Loan.**

Heiser explained Ruekert/Mielke had pursued a Safe Drinking Water grant in the form of a forgiven loan to

perform work on Well #6 for a temporary PFAS treatment facility at its February 20, 2024, meeting. The DNR has determined the Village qualified for forgiveness of 50% of the loan amount. The Village needs to borrow the remaining 50% for the project. The engagement letter is not for approval of the loan but to secure the bond. Quarles and Brady will assist the Village in this borrowing.

Trustee Belt moved, seconded by Trustee Rohde to approve the engagement letter with Quarles and Brady.

Motion carried 7-0.

c. Review and discussion of an update of the Quiet Zone project.

Heiser explained that the Village's Engineer, RA Smith, has learned that the Federal Railroad Agency is requiring the Village to upgrade the two railroad crossings to the current level of technology called CWS "Constant Warning System" before they would support a quiet zone. Staff believe they should move forward with the Diagnostic Review meeting to get specific input/direction from the FRA.

The Board expressed their concerns that this will expand the Quiet Zone implementation significantly.

No action taken

d. Review, discussion and possible action on Alcohol Beverage License Approvals 2025-2026.

Clerk Peter recommended all liquor license approvals be contingent upon payment of any outstanding fees or other invoices. The license term is July 1, 2025 – June 30, 2026.

Trustee Grabowski moved, seconded by Trustee Pader to approve Class "A" / "Class A" (Cider Only) licenses with the Clerk's requirements.

Motion carried 7-0.

Trustee Grabowski moved, seconded by Trustee Kreuser to approve Class "A" / "Class A" Combination licenses with the Clerk's requirements.

Motion carried 7-0.

Trustee Grabowski moved, seconded by Trustee Rohde to approve Class "B" / "Class B" Combination licenses with the Clerk's requirements.

Motion carried 7-0.

Trustee Grabowski moved, seconded by Trustee Pader to approve Class "B" licenses with the Clerk's requirements.

Motion carried 7-0.

Trustee Grabowski moved, seconded by Trustee Kreuser to approve Class "B" and "Class C" licenses with the Clerk's requirements.

Motion carried 7-0.

e. Hearing on an Appeal of the 2024 Fire-EMS Protection Fee Filed by KKNQ Quail LLC (c/o Patrick Brotherhood) Regarding Real Property Located at 1088 Quail Court and having Tax ID No. PWV 0903106 and Possible Action Thereon.

Gralinski explained this is another appeal of the 2024 Fire-EMS fee. This appeal was scheduled for a hearing on June 3, 2025, and the appellant asked for a courtesy adjournment because he could not attend. Gralinski stated the Board shall determine whether the number of ESE's is fair and reasonable in accordance with the Ordinance.

Attorney Joshua Konopacki from Cramer Multhauf Attorneys presented on behalf of the appellant James Cadd. Attorney Konopacki detailed the reasons why the appellant believes the fee imposes unjust and disproportionate costs, and lacks a fair, transparent basis for its fee calculations.

1. Costs are not reasonably related to the charged special fee.
 - a. Costs are not reflective of idle time. There are portions of time where the responders are not on call and waiting at the station on standby for those calls. The idle time is being incorporated into these property allocations.

- b. No distinction in cost allocation between call types. If the Fire & EMS call is on the road, there should not be a fee issued to a taxable property for those calls. The appellant believes that EMS fees are less resource-intensive calls than a complex fire call.
2. Single-Family home count is inaccurate and misleading. The appellant believes that condominiums are being mis-classified as single-family homes. According to Village Ordinance 93.101(g) condos are classified as multi-family residences. If there are less single-family homes, they would need to be apportioned a larger portion of the ESE amount.
3. Costs based on predicted call amounts, not actual call amounts or payments received. The predictive approach may result in overcharges if actual revenues are higher than predicted.
4. Arbitrary changes to the ESE factors and classifications. The ESE is now at 1.0 across all classifications, however in 2023 the ESE was 4.75 for Care Homes and Senior Living facilities which caused issues. It leaves uncertainty going forward that this could lead to changes in the future.

Clerk Peter took in the written statements and exhibits for the record from Attorney Konopacki. Gralinski confirmed a letter from the appellant was received by the Administrator dated 1/8/2025 for the petition of fees. A letter dated on 3/6/2025 with the intent to schedule hearing was also received by the Village.

Trustee Grabowski confirmed with Attorney Gralinski that the Board is deciding on the Ordinance as it is currently written and not the previous version suggesting the 4.75 ESE. Gralinski stated according to the Village Ordinance 93.105(5a) the client needs to state the fee they feel is appropriate.

Attorney Konopacki stated a .5 ESE would be appropriate for comparable property types that the City of Delafield uses.

Heiser presented on behalf of the Village – KKNN LLC Quail LLC filed an appeal for the 2024 Fire & EMS fees with the Village on 1/8/2025. The property is located at 1088 Quail Ct. The tax ID number is: PWV0903106 and is zoned IPS-Institutional. The ordinance classifies this property as senior living. The ordinance charges that classification 1 ESE per residential unit. In 2024 the Village charged 135 ESE's for 135 residential units in the amount of \$59,265. Upon receipt of the appeal, Village staff confirmed that the property was charged appropriately as defined in the Village ordinance. The appellant appeared before the Public Works & Safety Committee on 5/13/2025 for a preliminary hearing. The Public Works Committee recommended to the Village Board to deny the waiver request. A timely notice was given to the applicant to attend a hearing before the Village Board on 6/3/2025. The applicant could not attend that meeting, so the Board granted one courtesy adjournment. A timely notice was given to the applicant for the new hearing date of 6/17/2025.

Grabowski stated at the preliminary hearing, the appellant agreed that he has 135 units in his building and that was the basis of the denial since the appellant was charged 135 ESE's.

Gralinski declared the Village's presentation portion closed. Attorney Konopacki had nothing further to present, and Gralinski declared the evidence portion closed.

Discussion followed regarding the evidence presented.

Trustee Stauff stated the Village has a high volume of multi-family residences and only two have appealed the fee. It would seem the majority agree with the fee.

Trustee Rohde moved, seconded by Trustee Stauff to deny the waiver based on the calculations being correct and equitable in the way that they were applied.

Motion carried 7-0.

f. Discussion and possible action to confirm Committee/Board Appointments by the Village President:

1. Fire Commission – 1 Trustee (2-year term).

President Knutson stated he would like to appoint Trustee Nick Stauff to the Fire Commission.

Trustee Belt moved, seconded by Trustee Grabowski to approve Trustee Stauff to the Fire Commission.

Motion carried 7-0.

g. Review and discussion about concerns regarding overcrowding and public behavior on the beach on Pewaukee Lake.

Trustee Belt explained she had received several citizen concerns and complaints over the past couple of weeks about public behavior on the beach. There are safety concerns with the public not using the crosswalks as well. Belt wanted to bring this before the Board so the residents can see that the issue is being addressed and that the Village can potentially do a better job of enforcing disorderly behavior. Grabowski stated he also had received complaints. The week in question was when multiple schools were out for the summer and the beach is always extremely crowded at that time. He met with Deputy Chief Foth, Sergeant Twelmeyer, and Administrator Heiser on the issue and they agreed to have more police presence in the area.

Chief Heiser stated 3-8 pm is the time where most activity is happening. There has been an officer down at the beach every day since the complaints. They are steering people to use the crosswalks and have given 4 warnings for people revving their engines. No arrests or citations have been given.

Discussion followed regarding signage addressing littering and encouraging the community to interact respectfully with each other.

President Knutson stated the Village has painted the crosswalks red, put in speed bumps, and lowered the speed limit. It is up to parents to tell their children to act accordingly when going out into public.

No action taken.

h. Review, discussion and possible action to cancel the July 1, 2025, Village Board meeting.

Trustee Grabowski moved, seconded by Trustee Belt to cancel the July 1, 2025, meeting.

Motion carried 7-0.

i. Review, discussion and possible action to approve the bills and invoices from May 2025.

Trustee Rohde moved, seconded by Trustee Grabowski to approve all checks and invoices from May 2025 except for the library.

Motion carried 7-0.

Trustee Belt moved, seconded by Trustee Pader to acknowledge the library checks and invoices from May 2025.

Motion carried 7-0.

j. Review, discussion, and possible action on notice of claim filed by Lan Dang. The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(g) for 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 the aforementioned claim. 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 this agenda item and to address the remaining meeting agenda.

Heiser explained on 5/9/2025 the Village Clerk received notice of claim filed against the Village of a slip and fall on a public sidewalk. The claim was forwarded to the Village's insurance company who has a recommendation to the Village on how to proceed.

Gralinski stated it would be appropriate to go into closed session to discuss the recommendation from the insurance company.

Trustee Grabowski moved, seconded by Trustee Rohde to move into closed session at 7:52 p.m.
Motion carried on a roll call vote 7-0.

Trustee Grabowski moved, seconded by Trustee Kreuser to move into open session at 7:57 p.m.
Motion carried on a roll call vote 7-0.

Trustee Grabowski moved, seconded by Trustee Rohde to disallow the claim from Lan Dang.
Motion carried 7-0.

- k. Review, discussion and possible action to approve Mobile Home/Trailer Park License for Pewaukee Lake Estates. Presented out of order before item J.

Trustee Grabowski moved, seconded by Trustee Stauff to approve the Mobile Home/Trailer Park License for Pewaukee Lake Estates.
Motion carried 7-0.

9. Citizen Comments

Tim Steidl @ Myxn Lakeside - Mr. Steidl stated he appreciates the police presence in the downtown area. Businesses are effected by what happens at the beach. Mr. Steidl repeated the need to find solutions for parking.

Eli Kelling @ 572 E Wisconsin Ave – Mr. Kelling stated to stop thinking about the people as the concern and more the licensed vehicles. He at first was not a fan of the speed bumps being installed, but it was a good call.

10. Adjournment

Trustee Grabowski moved, seconded by Trustee Rohde to adjourn the June 17, 2025, Regular Village Board meeting at approximately 8:05 p.m.
Motion carried 7-0.

Respectfully Submitted,

Jenna Peter
Village Clerk



To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 10, 2025

Re: July 11, 2025 Village Board Agenda Item 5(a)
Review, discussion and possible action on Ordinance 2025-08: An Ordinance to Repeal and Recreate Chapter 98 – Article IV of the Municipal Code of the Village of Pewaukee Regarding the Aquatic Weed Commission.

BACKGROUND

The Village President requested that the Aquatic Weeds Commission be changed to accomplish a couple of things:

1. To be parallel in authority to the Public Works and Safety Committee.
2. To cater the Commission to the seasonal needs and citizen participation of the Lake.

ACTION REQUESTED

The action requested of the Village Board is to approve Ordinance 2025-08.

ANALYSIS

The Village Attorney proposed the following changes to the ordinance defining the Commission to accomplish the goals of the President:

1. Having two Trustees serve on the committee; not just one.
2. Providing a directory provision for at least one member of the Commission to reside on Park Avenue and one member to reside on Kopmeier;
3. Providing for referrals of citizen complaints regarding aquatic weeds to the Commission;
4. Making clear of the Commission's exclusivity of jurisdiction over review and recommendations related to aquatic weed patrol, especially those dealing with equipment;
5. Providing a provision directing coordination where possible with the Lake Pewaukee Sanitary District;
6. Providing direction on when meetings of the Commission should occur, one being at the beginning of the lake season and one towards the end.

Attachments:

1. Updated Ordinance red-lined edition to high-light changes.
2. Updated Ordinance in a clean edition as it will appear in Municipal Code.

STATE OF WISCONSIN : VILLAGE OF PEWAUKEE : WAUKESHA COUNTY

ORDINANCE NO. 2025-____

ORDINANCE TO REPEAL AND RECREATE CHAPTER 98 – ARTICLE IV OF THE
MUNICIPAL CODE OF THE VILLAGE OF PEWAUKEE REGARDING THE
AQUATIC WEED COMMISSION

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

SECTION I

Chapter 96 – Article IV of the Municipal Code of the Village of Pewaukee is hereby repealed and recreated as follows:

Section 98.112. Established.

An Aquatic Weed Commission advisory to the Village Board is established to consist of ~~one-two~~ members of the Village Board, ~~who one of whom~~ shall be the Commission's presiding officer as designated by the Village President when making the appointment, and three citizen members. Citizen members shall be residents of the Village of Pewaukee.

Section 98.113. Membership.

- a) All members of the Commission shall be appointed by the Village President subject to the confirmation of the Village Board at the Board's first regular meeting in May, unless otherwise necessary due to a vacancy.
- b) The members of the Commission who ~~is a~~ are members of the Village Board shall serve a (2) year term.
- c) Citizen members of the Commission shall serve three (3) year terms, so staggered so that not more than one (1) member shall be appointed in any one year.

d) All members of the Aquatic Weed Commission except members who are full time employees, officers, or elected officials of the Village shall be paid for each day of attendance at meetings of the commission at such rate as established from time to time by resolution of the Village Board. Citizen members shall take the official oath of office required by law, which shall be filed with the clerk-treasurer.

e) To the extent it is practicable to do so based on availability of individuals interested in serving on the Commission, the Village President shall, in making appointments to the Commission, reasonably endeavor to achieve representation from those geographic areas with direct frontage on Pewaukee Lake by ensuring, at all times, that at least one (1) active member of the Commission resides on Park Avenue and that at least one (1) active member of the Commission resides on Kopmeier Drive. This provision shall be explicitly construed as directory not mandatory.

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Section 98.114. Organization.

- a) Previous notice of each commission meeting shall be filed with the clerk-treasurer, shall comply with all public meetings and public records laws as it pertains to notice, and each meeting shall be open to the public. The clerk-treasurer or their designee shall be the non-voting secretary of the Commission and keep a record of the Commission's deliberations. The written record of its proceedings shall include all actions taken. The Commission may require any village officer to confer with it and supply information needed in connection with any matter pending before the commission.
- b) Any recommendation or action taken by the Commission shall require the approval of a majority of all of the members of the Commission.
- b)c) Regular meetings will occur at the call of the Commission's presiding officer, however the Commission shall meet at least twice annually, with one such meeting occurring prior to May 1 and the second meeting occurring no later than October 31.

Section 98.115. Powers and Duties

- a) The Aquatic Weed Commission shall have exclusive authority, as set forth in this Article, over any questions or matters related to aquatic weed control, subject to the final decision-making authority of the Village Board as governing body of the Village. The Aquatic Weed Commission shall make recommendations in writing to the Village Board concerning methods of control of the growth of aquatic weeds in waters lying within the Village, together with recommendations designating areas to be controlled, and indicating periods for the exercise of such control, and shall have such other powers and duties not in conflict with statute or ordinance as shall be vested in it from time to time by the Village Board.
- a)b) Citizen complaints regarding control of aquatic weeds shall first be referred to the Aquatic Weed Commission for review, discussion, and, if necessary, recommendation to the Village Board for final action related thereto.
- c) Any proposed method, time or area of control of aquatic weeds shall be referred to the Commission for its consideration and report before final action is taken by the Village Board.
- d) The Aquatic Weed Commission shall have exclusive jurisdiction and control over review and recommendations related to equipment and methods used in the control of aquatic weeds including, but not limited to, the use, location, storage, and purchase of equipment utilized in weed control.
- b)c) The Aquatic Weed Commission is authorized to coordinate and liaison with the Lake Pewaukee Sanitary District from time to time on any matter involving aquatic weed control where the interests of the Village of Pewaukee would directly benefit from such joint efforts, subject to the final decision-making authority of the Village Board.
- e)f) In addition to the powers enumerated in this section and other powers granted by statute and the Village Board, the Commission shall make an annual report of its activities to the Village Board before December 1 of each year.

SECTION II

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

SECTION III

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

SECTION IV

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

Passed and adopted this _____ day of _____ 2025 by the Village Board of the Village of Pewaukee.

APPROVED:

Countersigned:

Jeff Knutson, Village President

Jenna Peter, Village Clerk

ORDINANCE NO. 2025-08

**ORDINANCE TO REPEAL AND RECREATE CHAPTER 98 – ARTICLE IV OF THE
MUNICIPAL CODE OF THE VILLAGE OF PEWAUKEE REGARDING THE
AQUATIC WEED COMMISSION**

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

SECTION I

Chapter 96 – Article IV of the Municipal Code of the Village of Pewaukee is hereby repealed and recreated as follows:

Section 98.112. Established.

An Aquatic Weed Commission advisory to the Village Board is established to consist of two members of the Village Board, one of whom shall be the Commission's presiding officer as designated by the Village President when making the appointment, and three citizen members. Citizen members shall be residents of the Village of Pewaukee.

Section 98.113. Membership.

- a) All members of the Commission shall be appointed by the Village President subject to the confirmation of the Village Board. When an appointment is necessary due to the expiration of a term, appointments should occur at the Board's first regular meeting in May, unless otherwise necessary due to a vacancy.
- b) The members of the Commission who are members of the Village Board shall serve so long as they serve as a member of the Village Board, unless earlier removed or vacated according to law. In the event a Village Trustee is appointed to this Commission and subsequently reelected to a consecutive, succeeding term as Village Trustee, it shall not be necessary to reappoint that Village Trustee to the Aquatic Weed Commission upon the commencement of that member's new Village Trustee term, and the original appointment shall continue notwithstanding the new Village Trustee term. This provision shall not apply in the event a Trustee serves nonconsecutive terms as a Trustee.
- c) Citizen members of the Commission shall serve three (3) year terms, so staggered so that not more than one (1) member shall be appointed in any one year.
- d) All members of the Aquatic Weed Commission except members who are full time employees, officers, or elected officials of the Village shall be paid for each day of attendance at meetings of the commission at such rate as established from time to time by resolution of the Village Board. Citizen members shall take the official oath of office required by law, which shall be filed with the clerk-treasurer.

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- e) To the extent it is practicable to do so based on availability of individuals interested in serving on the Commission, the Village President shall, in making appointments to the Commission, reasonably endeavor to achieve representation from those geographic areas with direct frontage on Pewaukee Lake by ensuring, at all times, that at least one (1) active member of the Commission resides on Park Avenue and that at least one (1) active member of the Commission resides on Kopmeier Drive. This provision shall be explicitly construed as directory not mandatory.

Section 98.114. Organization.

- a) Previous notice of each commission meeting shall be filed with the clerk-treasurer, shall comply with all public meetings and public records laws as it pertains to notice, and each meeting shall be open to the public. The clerk-treasurer or their designee shall be the non-voting secretary of the Commission and keep a record of the Commission's deliberations. The written record of its proceedings shall include all actions taken. The Commission may require any village officer to confer with it and supply information needed in connection with any matter pending before the commission.
- b) Any recommendation or action taken by the Commission shall require the approval of a majority of all of the members of the Commission.
- c) Regular meetings will occur at the call of the Commission's presiding officer, however the Commission shall meet at least twice annually, with one such meeting occurring prior to May 1 and the second meeting occurring no later than October 31.

Section 98.115. Powers and Duties

- a) The Aquatic Weed Commission shall have exclusive authority, as set forth in this Article, over any questions or matters related to aquatic weed control, subject to the final decision-making authority of the Village Board as governing body of the Village. The Aquatic Weed Commission shall make recommendations in writing to the Village Board concerning methods of control of the growth of aquatic weeds in waters lying within the Village, together with recommendations designating areas to be controlled, and indicating periods for the exercise of such control, and shall have such other powers and duties not in conflict with statute or ordinance as shall be vested in it from time to time by the Village Board.
- b) Citizen complaints regarding control of aquatic weeds shall first be referred to the Aquatic Weed Commission for review, discussion, and, if necessary, recommendation to the Village Board for final action related thereto.
- c) Any proposed method, time or area of control of aquatic weeds shall be referred to the Commission for its consideration and report before final action is taken by the Village Board.
- d) The Aquatic Weed Commission shall have exclusive jurisdiction and control over review and recommendations related to equipment and methods used in the control of aquatic weeds including, but not limited to, the use, location, storage, and purchase of equipment utilized in weed control.

-
- e) The Aquatic Weed Commission is authorized to coordinate and liaison with the Lake Pewaukee Sanitary District from time to time on any matter involving aquatic weed control where the interests of the Village of Pewaukee would directly benefit from such joint efforts, subject to the final decision-making authority of the Village Board.
 - f) In addition to the powers enumerated in this section and other powers granted by statute and the Village Board, the Commission shall make an annual report of its activities to the Village Board before December 1 of each year.

SECTION II

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

SECTION III

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

SECTION IV

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

Passed and adopted this 15th day of July, 2025 by the Village Board of the Village of Pewaukee.

APPROVED:

Countersigned:

Jeff Knutson, Village President

Jenna Peter, Village Clerk



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Village Board Members
CC: Village Administrator
From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer
Date: July 9, 2025
Re: Agenda item 6(a): Review, discussion and possible action on Resolution 2025-11: A Final Resolution to assess for removal and replacement of sidewalk in 2025 Road and Utility Improvements project along W. Wisconsin Avenue and Capitol Drive.

BACKGROUND

As part of the 2025 Road and Utility Improvements project, sidewalk will be removed and replaced abutting several properties along W. Wisconsin Avenue and Capitol Drive. The Village Ordinance lists to assess the costs for sidewalk removal and replacement. A formal process must be followed to assess the lot owners following Wisconsin State Statute 66.0701 and Village of Pewaukee Ordinance 2.133 – Special Assessments. The first step in the process is to approve a Preliminary Resolution which was completed on June 17, 2025. The Notice was published in the newspaper on June 24, 2025, and mailed to residents. A public hearing is scheduled for July 15, 2025. The next step is to approve the Final Resolution.

ACTION REQUESTED

The action requested of the Village Board is to approve Resolution 2025-11.

ANALYSIS

A total of 6 parcels along W. Wisconsin Avenue and Capitol Drive are scheduled to have concrete sidewalk removed and replaced in front of the property. The assessment is based on the bid costs for the proposed work which includes removal and new concrete. The proposed assessment amounts to each parcel are listed on the Schedule of Proposed Assessments. Several documents have been prepared as part of the assessment process which include the Engineer's Report, Reconstruction Drawings, Map of Assessed Properties, Project Bid Tabulation, Schedule of proposed Assessments, Assessment Ordinances, Preliminary Resolution, Notice of Public Hearing, project timeline.

I recommend the Village Board approve the Final Resolution to start the assessment process.

Attachments:

1. Resolution 2025-11
2. Engineers Report
3. Pewaukee Road and Utility Project Plans
4. Assessment Map
5. Bid Summary
6. Municipal Code Section 78
7. Preliminary Schedule of Assessments
8. Municipal Code Section 2.133
9. Timing of Proposed Work
10. Notice of Public Hearing
11. Preliminary Resolution: Intent to Assess

RESOLUTION NO. 2025-11

FINAL RESOLUTION AUTHORIZING REMOVAL AND REPLACEMENT OF SIDEWALK
AND LEVYING ASSESSMENTS AGAINST BENEFITED PROPERTY

2025 ROAD AND UTILITY IMPROVEMENTS

WHEREAS, on June 17, 2025, the Village Board of the Village of Pewaukee, Waukesha County Wisconsin adopted a Preliminary Resolution declaring its intention to levy special assessments pursuant to Wis Stat Sec. 66.0703, under the police power on a reasonable basis upon property which is described hereunder for the removal and replacement of sidewalk; and

WHEREAS, the Village Board of the Village of Pewaukee held a Public Hearing at the Pewaukee Village Hall, 235 Hickory Street at 6:00 p.m. on the 15th day of July 2025, for the purpose of hearing all interested persons concerning the preliminary resolution by the Village Board and the report of the Engineer on the proposed improvement within the following described areas:

2025 ROAD AND UTILITY IMPROVEMENTS

LEGAL DESCRIPTION

All of those lands abutting Capitol Drive and W. Wisconsin Avenue, from Clark Street to Dynex Drive, including parcels with tax key numbers:

PWV 0900997, PWV 0896041, PWV 0897985, PWV 0897005, PWV 0893971, PWV 0893969

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Pewaukee as follows:

1. That the report of the Engineer pertaining to the construction of the above-described public improvements, including plans and specifications therefore, is hereby adopted and approved. Any future amendments or modifications to the report which are consistent with the assessment plans described in the report and in this resolution are adopted so long as the amendment or modification corrects an administrative or formal defect or the property owner affected by and such amendment or modification consents thereto.
2. That the Engineer is directed to carry out the work described in accordance with the Report.
3. That Payment for said removal and replacement of sidewalk improvements be made by assessing part of the cost to the properties benefited as indicated in said report, and the balance from funds heretofore appropriated for said project.
4. The assessments shown on the engineer's report representing an exercise of the police power of the Village and having been determined on a reasonable basis and further having been determined to be true and correct are hereby confirmed through the enactment of this resolution, Resolution No. 2025-10.

5. The assessment for the individual parts included in said report are hereby combined as a single assessment, but any interested property owner shall be entitled to object to each portion separately or several parts jointly for any purpose or purposes.

6. The assessments may be paid in one cash sum, or in five equal installments to the Village Treasurer, deferred payments to bear interest at the rate of three (3%) percent per annum on the unpaid balance. Installments or assessments not paid when due shall bear additional interest on the amount due at the rate of three (3%) percent per annum. The first annual installment shall appear on the 2025 tax roll and shall include a proportionate part of the principal of the special assessment determined by the number of installments, and interest on the whole assessment at the above-stated interest rates per annum computed from, the first day of November, 2025, to the 31st day of December, 2025; each subsequent installment shall include a like proportion of the unpaid portion of the whole assessment; all assessments will be collected in installments as above provided except assessments on property where the owner shall on or before November 1, 2025, pay his assessment in one cash sum to the Village Treasurer, said payment to bear no interest; in the event that any property owner fails to pay his assessment in one cash sum, and in a later calendar year wishes to make such payment, he may do so only upon payment of interest at the above-stated interest rate per annum from January 1st of the given year to the date of actual payment with the exception of the amount placed on the tax roll for collection after November 1st in a given year which shall be paid as part of the tax bill for that year at the above stated interest rates per annum.

7. The Village reserves the right to reconsider and reopen the assessments levied hereunder if the project upon completion is found to vary materially as to construction costs pursuant to Wis Stat Sec 66.0703(10) as amended from time to time.

8. The Village Clerk is directed to publish this resolution in the Waukesha Freeman, the official Village newspaper as a Class 1 legal notice.

9. The Village Clerk is further directed to mail a copy of this resolution as well as a statement of the assessments against the benefited properties to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained. The notice shall specify dollar amount of the assessments for each affected property owner.

ADOPTED July 15, 2025

Jeffery Knutson
Village President

ATTEST:

Jenna Peter
Village Clerk

**ENGINEER REPORT
PROPOSED SPECIAL ASSESSMENTS FOR
PUBLIC IMPROVEMENTS AGAINST PROPERTIES LOCATED ON CAPITOL
DRIVE AND W. WISCONSIN AVENUE IN THE VILLAGE OF PEWAUKEE,
WISCONSIN**

This Engineer's Report is submitted in accordance with the requirements of 66.0703, Stats., and the preliminary resolution of the Village Board of Pewaukee, Wisconsin, dated June 17, 2025, to levy special assessments on benefited properties for public improvements described herein, to be the assessment district described as attached to this Report. This report will be available following receipt of project bids, for viewing at the Office of the Village Clerk, 235 Hickory Street, Pewaukee, WI 53072.

Benefits to Abutting Properties:

Capitol Drive and W. Wisconsin Avenue are being reconstructed due to the poor condition of the roadway, with a PASER rating of 5, poor drainage in some locations, and advanced aged water main original construction and at the end of its useful life in Capitol Drive. Water main is 1977 ductile iron. The pavement cross section will remain an urban section with concrete curb and gutter. The sidewalk in some locations is in poor condition with cracks, pieces missing, and uneven settlement.

Benefits of the improvements include improved potable water quality, drainage, improved pavement ride quality, safer traveling for vehicles and pedestrians, improved property access, noise reduction, and aesthetic enhancement of value.

The Village assessment ordinance for newly removed and replaced concrete sidewalk is that the abutting property owner shall build, repair, construct, and perpetually maintain sidewalks along or upon any street in the Village, and shall pay the entire cost. Where sidewalks with significant defects are caused by village assets (e.g. street trees, relay of water services, rebuilding of storm sewer catch basins, reconstruction of ADA sidewalk intersection ramps), as determined by the Director of Public Works or his/her designee, the Village shall be responsible for replacement and shall pay the entire cost.

Cost of Project: Bids will be received June 12, 2025 by public competitive bidding for reconstruction. Unit bid cost of the lowest responsible bidder were used to provide final special assessment values.

Notification: Resident informational letters and assessment resolution notices and estimated costs will be sent by June 19, 2025 to meet Statutes to affected property owners.

Assessments: The ordinance for newly removed and replaced sidewalk construction is attached. Assessment values are based on actual cost per the apparent low bidder.

Attachments

- Reconstruction Plans.
- Map of Assessed Properties.
- Project Bid Tabulation.
- Schedule of Proposed Assessments.
- Assessment Ordinances.

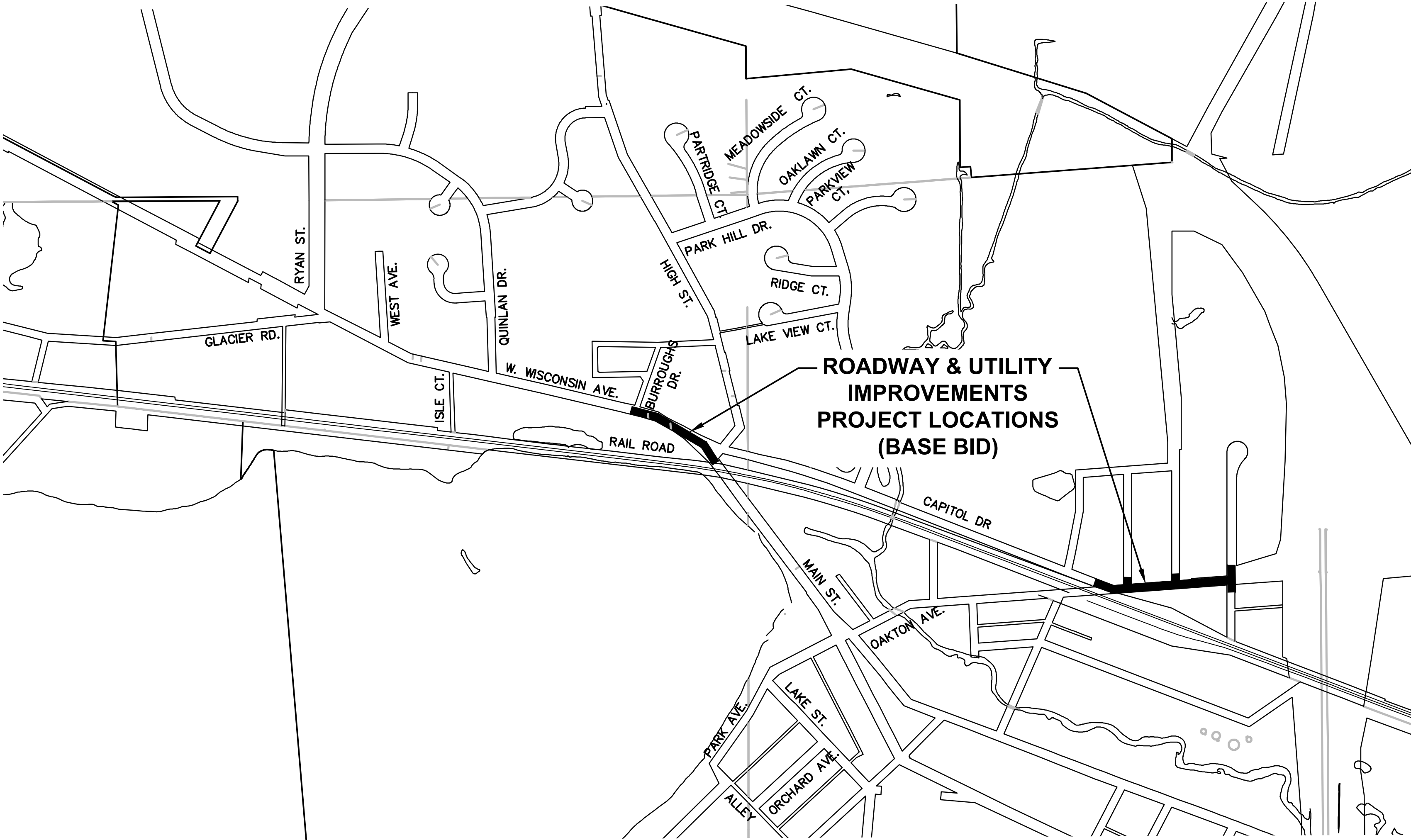
2025 ROAD AND UTILITY IMPROVEMENTS
PAVING & UTILITY IMPROVEMENTS IN: CAPITOL DR. & W. WISCONSIN AVE.
VILLAGE OF PEWAUKEE, WISCONSIN

LEGEND

△ BENCHMARK	— EDGE OF TREES
□ SECTION CORNER	— SANITARY SEWER
⌵ FLAGPOLE	— FORCE MAIN
✉ MAILBOX	— STORM SEWER
— SIGN	— WATERMAIN
ⓑ CONTROL BOX	— MARKED GAS MAIN
⊕ TRAFFIC SIGNAL	— MARKED ELECTRIC
⚡ RAILROAD CROSSING SIGNAL	— OVERHEAD WIRES
Ⓢ CABLE PEDESTAL	— BUREAU ELEC. SERV.
⚡ POWER POLE	— MARKED TELEPHONE
⌵ GUY POLE	— MARKED CABLE TV LINE
⌵ GUY WIRE	— MARKED FIBER OPTIC
Ⓢ LIGHT POLE	— EXISTING PAVEMENT
Ⓢ ELECTRIC MANHOLE	— EXISTING GRAVEL
Ⓢ ELECTRIC PEDESTAL	— EXISTING ROW
Ⓢ ELECTRIC METER	
Ⓢ TELEPHONE MANHOLE	
Ⓢ TELEPHONE PEDESTAL	
Ⓢ GAS VALVE	
Ⓢ GAS METER	
Ⓢ STORM MANHOLE	
Ⓢ ROUND INLET	
Ⓢ SQUARE INLET	
— STORM SEWER END SECTION	
Ⓢ SANITARY MANHOLE	
Ⓢ SANITARY CLEANOUT OR SEPTIC VENT	
Ⓢ SANITARY INTERCEPTOR MANHOLE	
Ⓢ MISCELLANEOUS MANHOLE	
Ⓢ WATER VALVE	
Ⓢ HYDRANT	
Ⓢ WATER SERVICE CURB STOP	
Ⓢ WATER MANHOLE	
Ⓢ WELL	
— WATER SURFACE	
Ⓢ WETLANDS FLAG	
Ⓢ MARSH	
★ CONIFEROUS TREE	
○ DECIDUOUS TREE	
○ SHRUB	

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

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



PLAN INDEX

SHEET NO.	DESCRIPTION
00	COVER SHEET
01-03	CAPITOL DRIVE - WATER MAIN PLAN & PROFILE
04	CAPITOL DRIVE - TYPICAL SECTIONS
05-07	CAPITOL DRIVE - ROADWAY PLAN & PROFILE
08-10	CAPITOL DRIVE - GRADING PLAN
11-17	CAPITOL DRIVE - CURB RAMP DETAILS
18-23	CAPITOL DRIVE - CROSS SECTIONS
24-25	CAPITOL DRIVE - PAVEMENT MARKING PLAN
26	CAPITOL DRIVE - DETOUR PLAN
27	W. WISCONSIN AVENUE - TYPICAL SECTION
28-29	W. WISCONSIN AVENUE - ROADWAY PLAN & PROFILE
30-31	W. WISCONSIN AVENUE - GRADING PLAN
32-33	W. WISCONSIN AVENUE - CURB RAMP DETAILS
34-37	W. WISCONSIN AVENUE - CROSS SECTIONS
38	W. WISCONSIN AVENUE - PAVEMENT MARKING PLAN
39-47	PROJECT DETAILS

BENCHMARKS

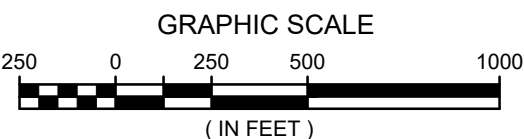
BENCHMARK #104 AT NE CORNER OF W. WISCONSIN AVE & BURROUGHS DR
ELEVATION = 872.86 (SE FLANGE BOLT ON HYDRANT)
BENCHMARK #105 AT NE CORNER OF W. WISCONSIN AVE & HIGH ST
ELEVATION = 858.44 (RR SPIKE IN UTILITY POLE #93-01258)
BENCHMARK #60 AT CAPITOL DR
ELEVATION = 854.76 (LARGE MAG SPIKE IN S. FACE OF PP #03-1679)
BENCHMARK #61 AT NW CORNER OF CAPITOL DR & SUSSEX ST
ELEVATION = 858.06 ("X" W. SIDE UPPER FLANGE BOLT ON HYDRANT)
BENCHMARK #62 AT SW CORNER OF CAPITOL DR & DYNEX DR
ELEVATION = 857.69 (N. BOLT ON OVERHEAD TRAFFIC LIGHT)



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VILLAGE OF PEWAUKEE

DAVID BUECHL, PE, PLS - DIRECTOR OF
PUBLIC WORKS/VILLAGE ENGINEER
1000 HICKORY ST.
PEWAUKEE, WI 53072
dbuechl@villageofpewaukee.gov
PHONE (262)691-5694

DESIGN ENGINEER

raSmith
CREATIVITY BEYOND ENGINEERING
JAKE SCHOLBE, P.E.

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

WE ENERGIES-ELECTRIC

ERIC KICKHAVER-DESIGNER
ELECTRIC MAJOR PROJECTS
500 S. 116TH STREET
WEST ALLIS, WI 53214
PHONE (414) 944-5917 (office)
PHONE (414) 588-7472 (mobile)
Eric.Kickhaver@we-energies.com

WE ENERGIES-GAS

JACOB SPENCER-DESIGNER
GAS MAJOR PROJECTS
S13 W33800 STH 18
DELAFIELD, WI 53018
PHONE (262) 968-7009 (office)
PHONE (414) 507-2021 (mobile)
Jacob.Spencer@we-energies.com

AT&T

TYLER FLECK
SR SPECIALIST-OSP ENGINEERING DESIGN
220 WISCONSIN AVE
WAUKESHA, WI 53186
PHONE (414)248-6803
tf8394@att.com

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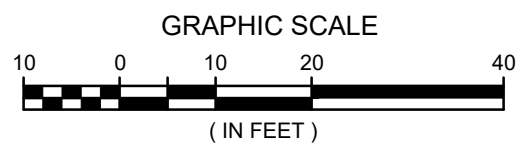
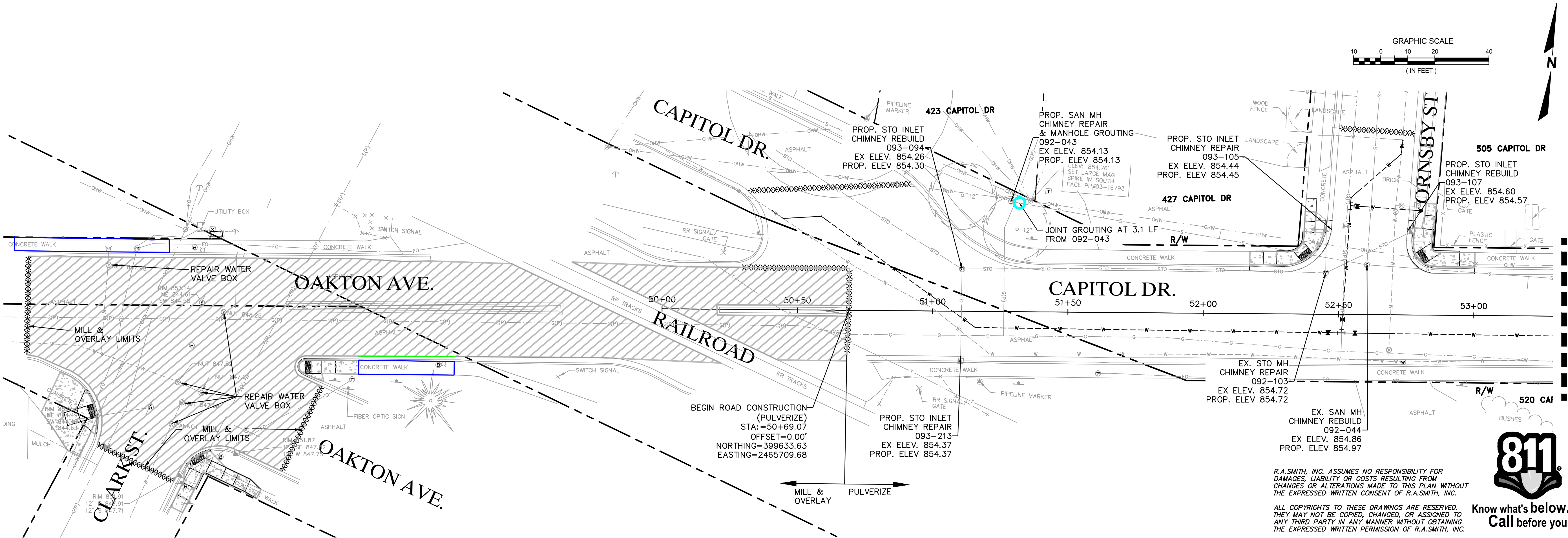
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2025 ROAD AND UTILITY IMPROVEMENTS
VILLAGE OF PEWAUKEE

COVER SHEET



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PROJECT MANAGER: JACOB W. SCHOLBE, PE
DESIGNED BY: JWS
CHECKED BY: TGB
SHEET NUMBER 00



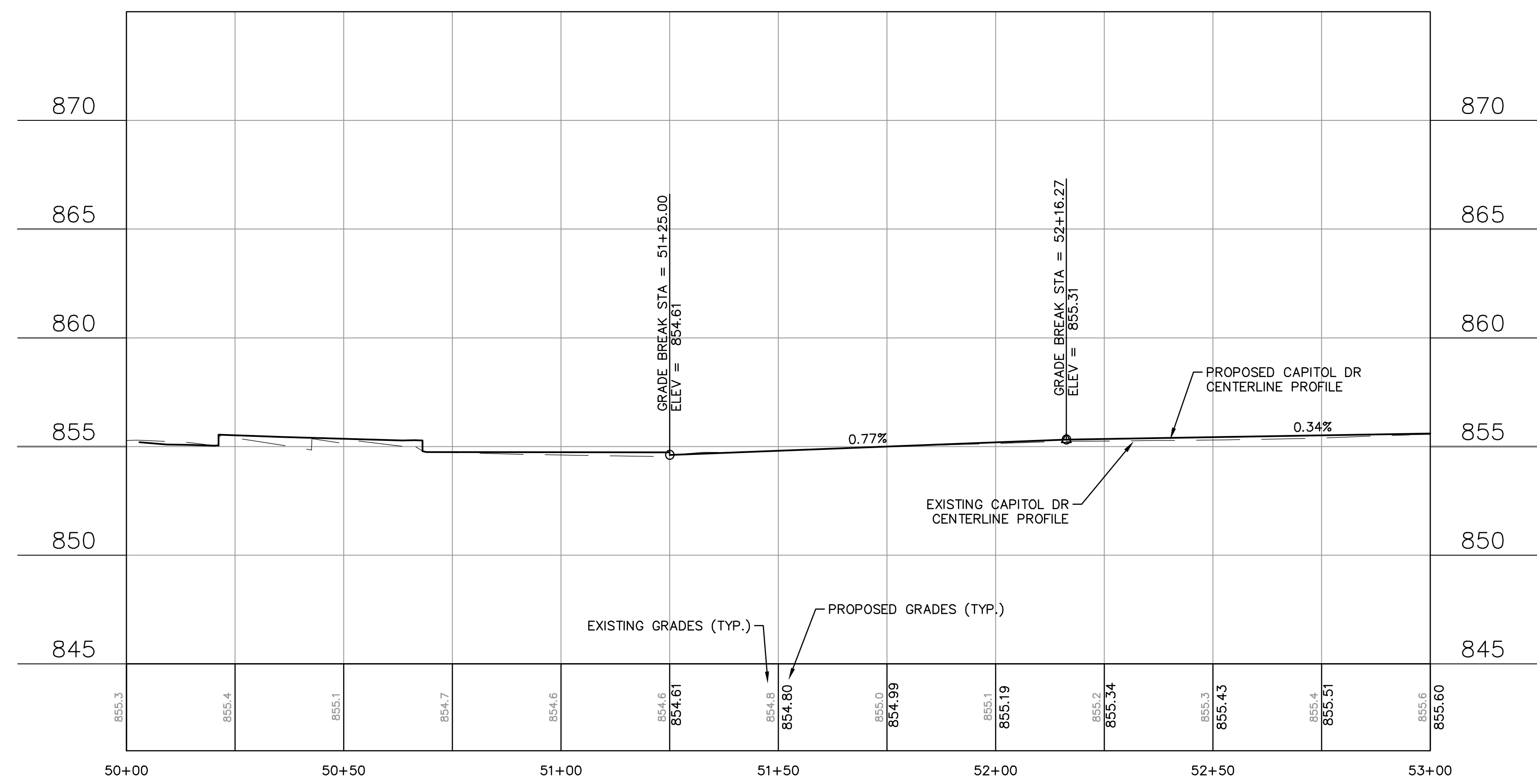
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- 5" CONCRETE SIDEWALK
 - 7" CONCRETE DRIVEWAY APRON
 - ASPHALT DRIVEWAY (1.5" OF 5 LT 58-28S) ON (2.5" OF 3 LT 58-28S)
 - MILL & OVERLAY (2" MILL DEPTH) (2" OF 5 MT 58-28S)
 - SAW CUT (FULL DEPTH)
 - CONCRETE WALK SPOT REPLACEMENT
 - CONCRETE CURB & GUTTER SPOT REPLACEMENT



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2025 ROAD AND UTILITY IMPROVEMENTS VILLAGE OF PEWAUKEE	CAPITOL DRIVE PLAN & PROFILE

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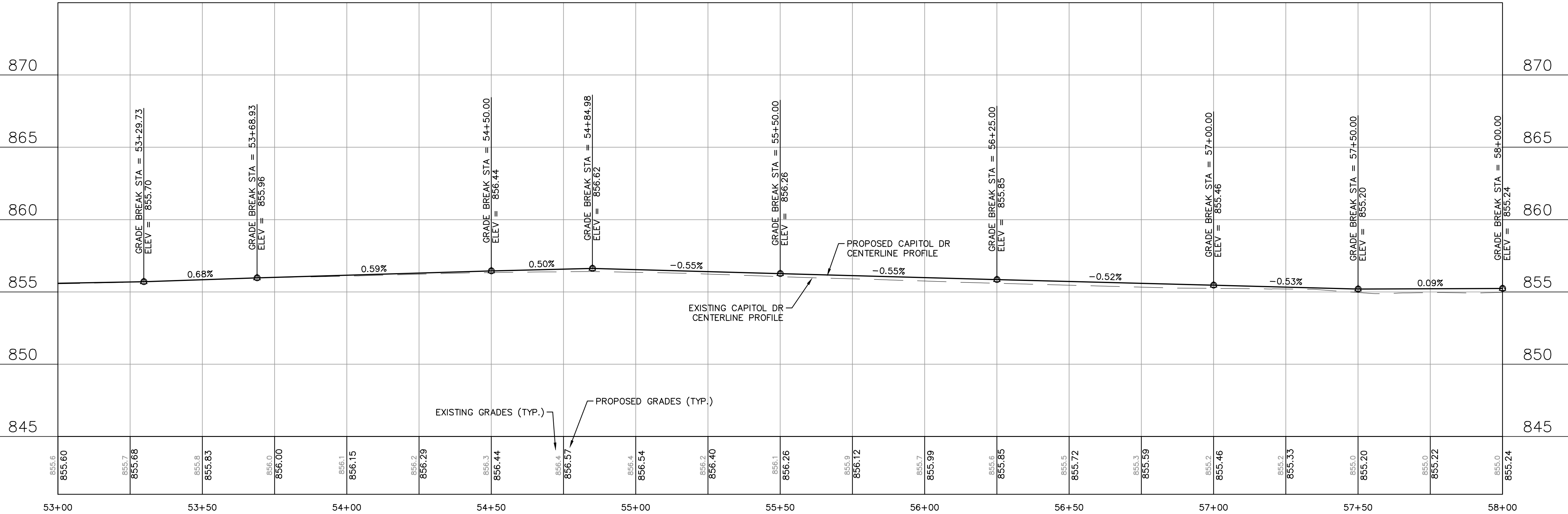
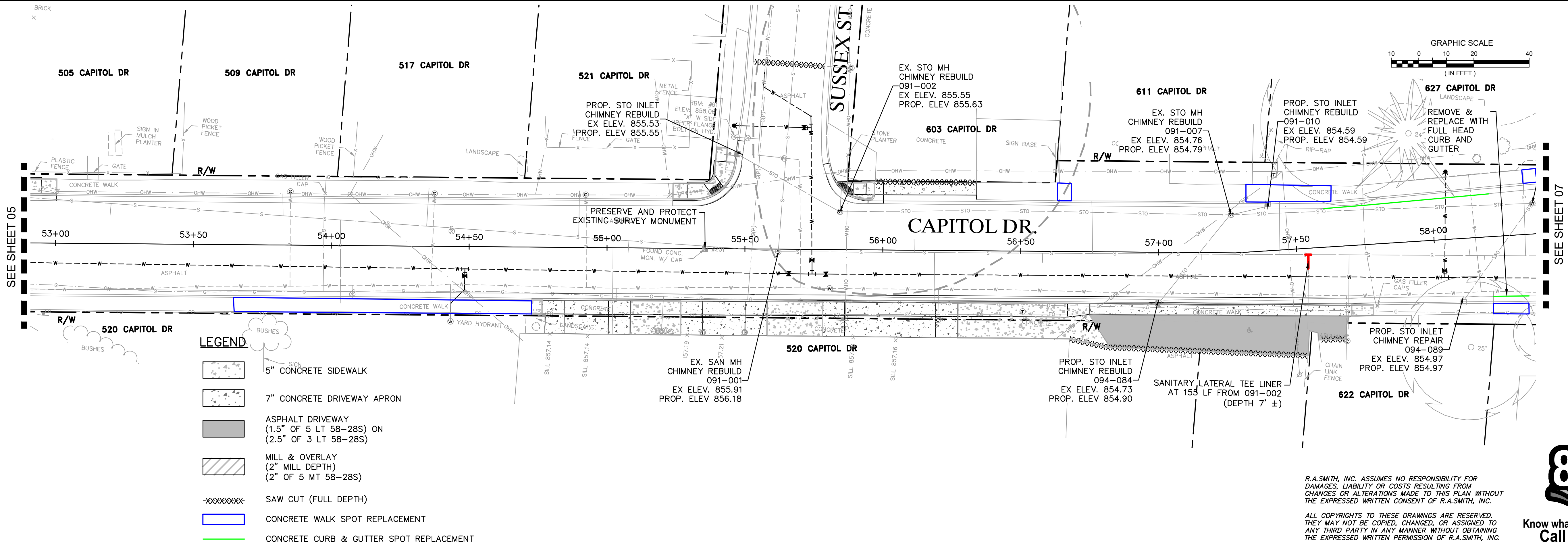
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PROJECT MANAGER:
JACOB W. SCHOLBE, PE

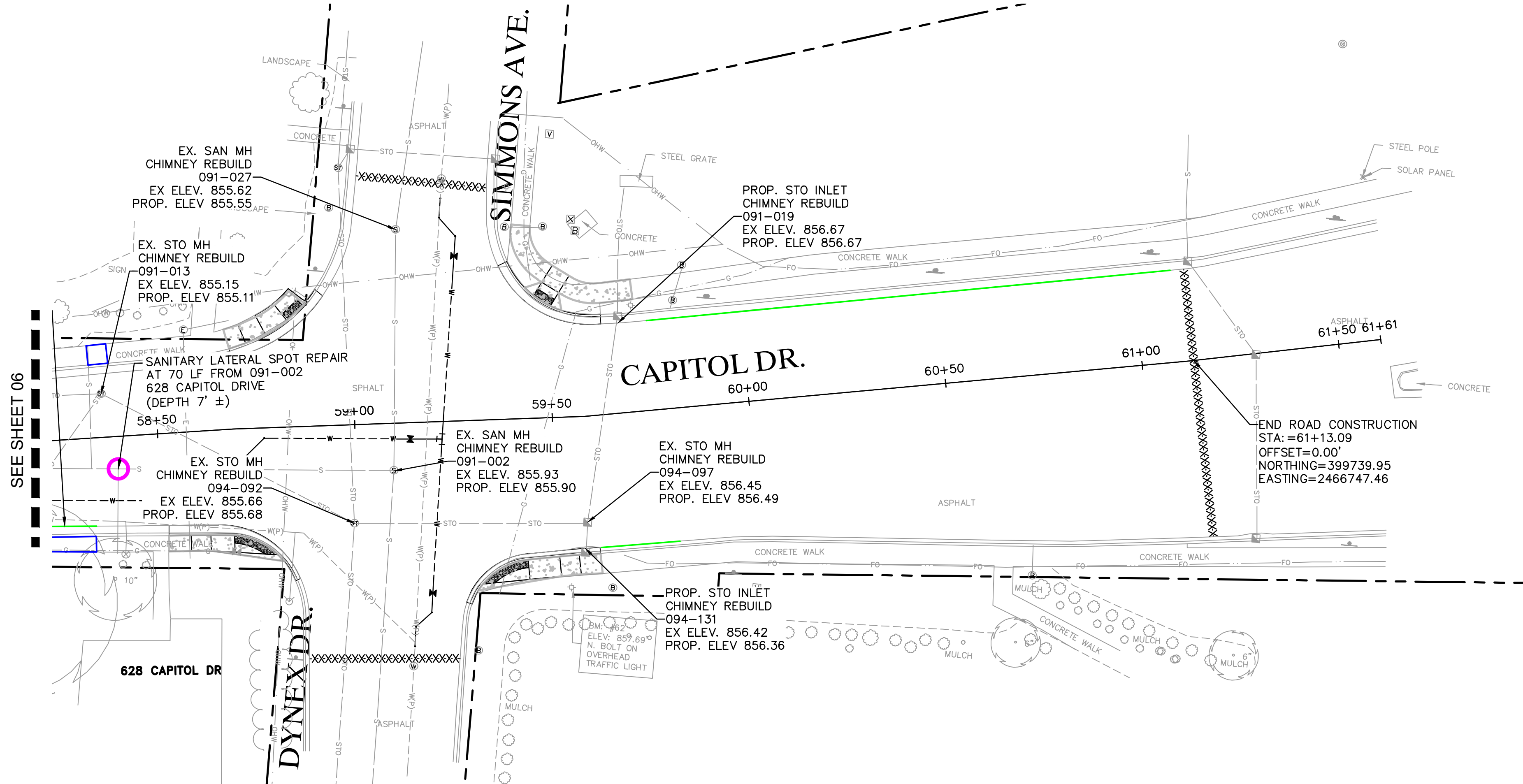
DESIGNED BY: DRR

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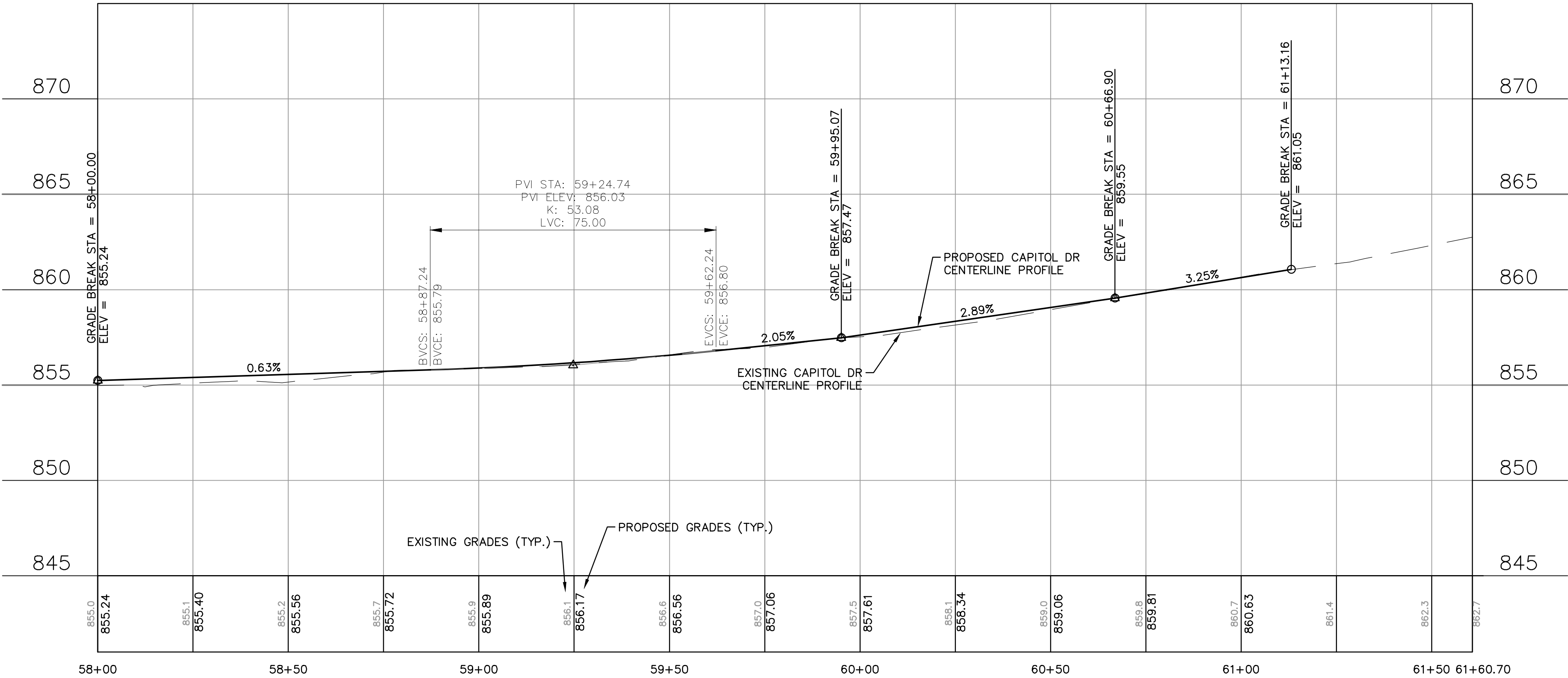
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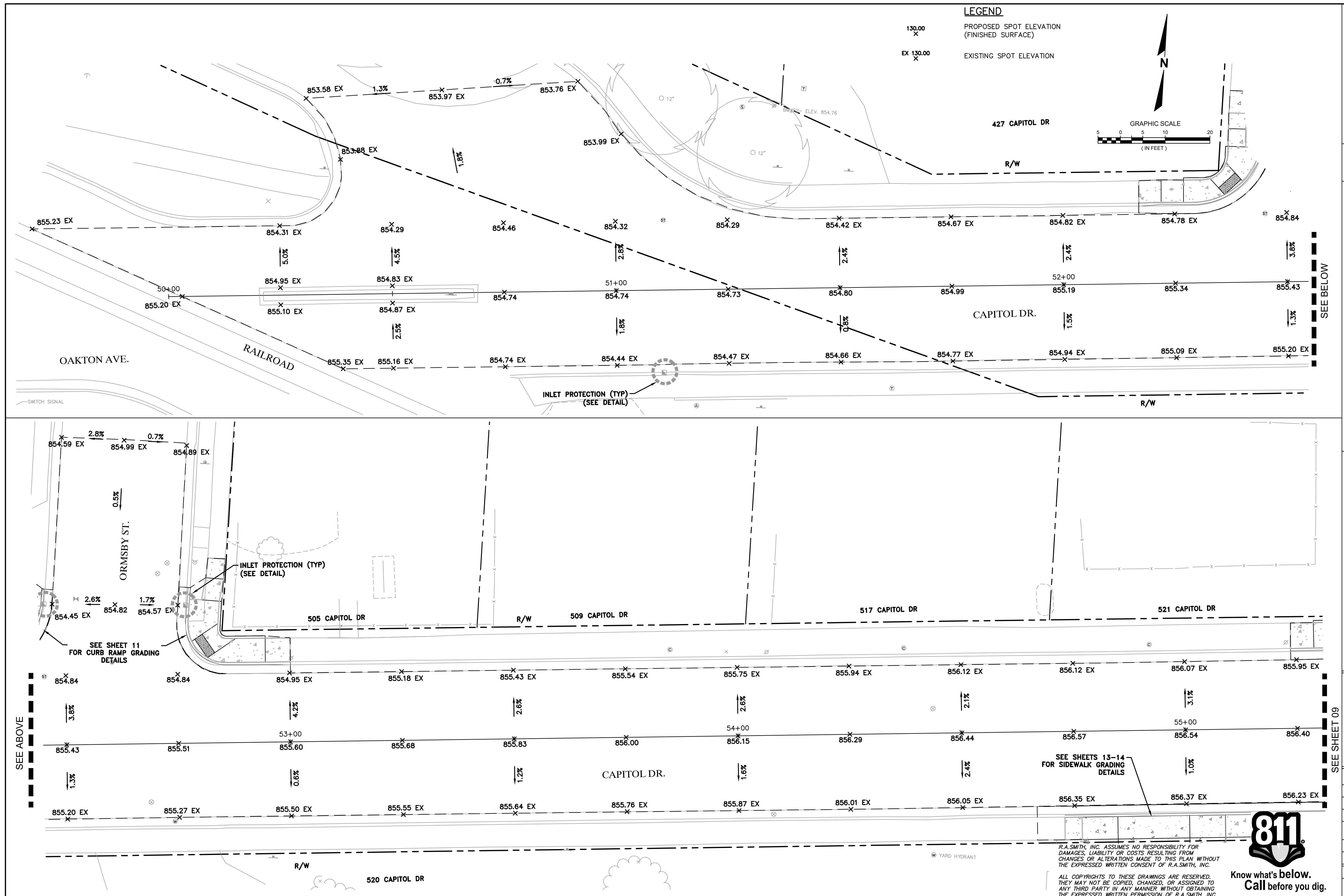
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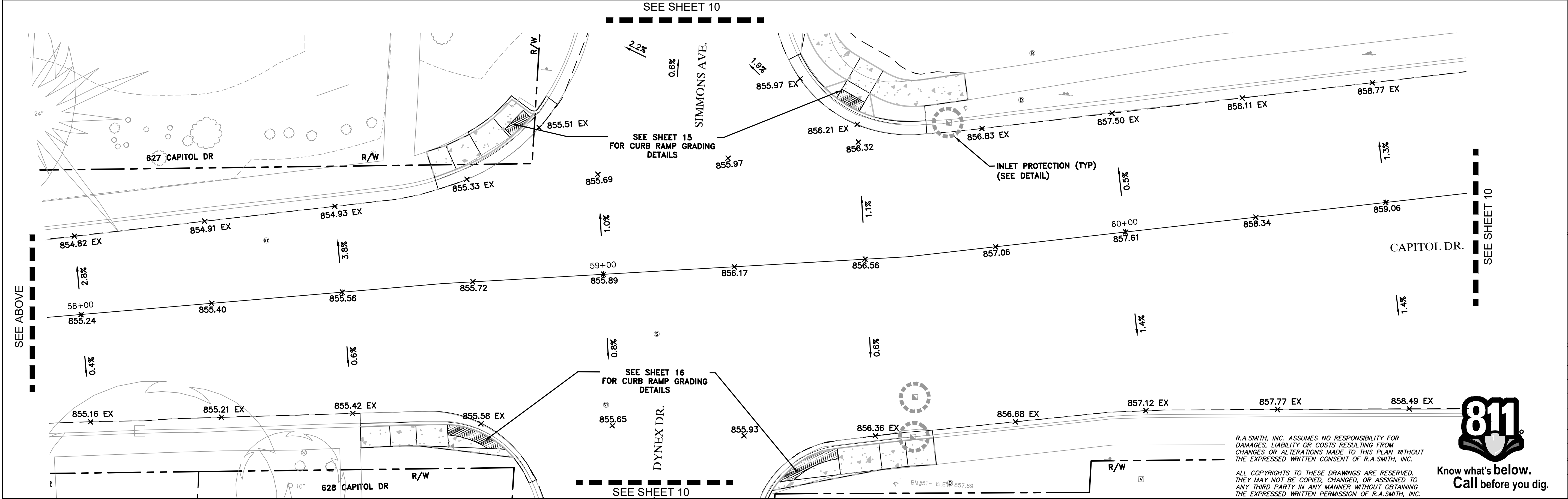
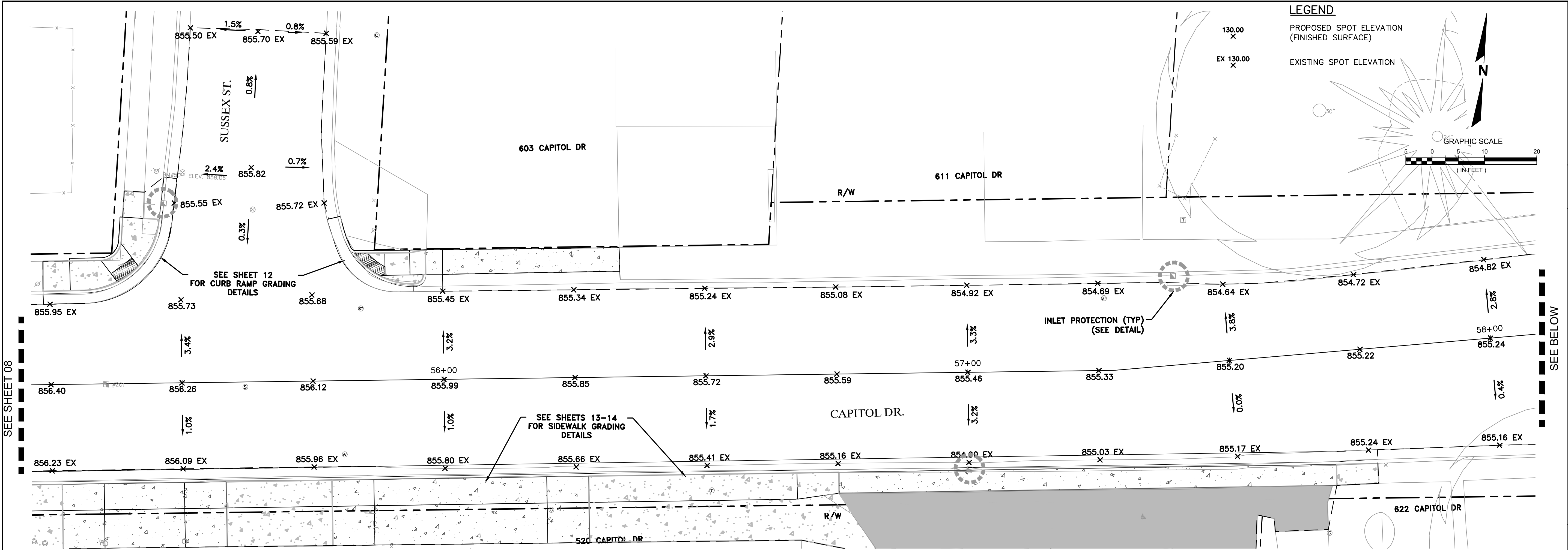
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07	





LEGEND

PROPOSED SPOT ELEVATION
(FINISHED SURFACE)

EXISTING SPOT ELEVATION

GRAPHIC SCALE
(IN FEET)

30°

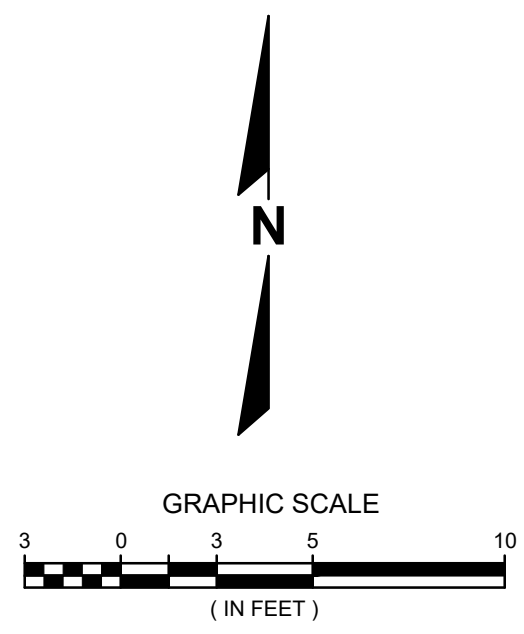
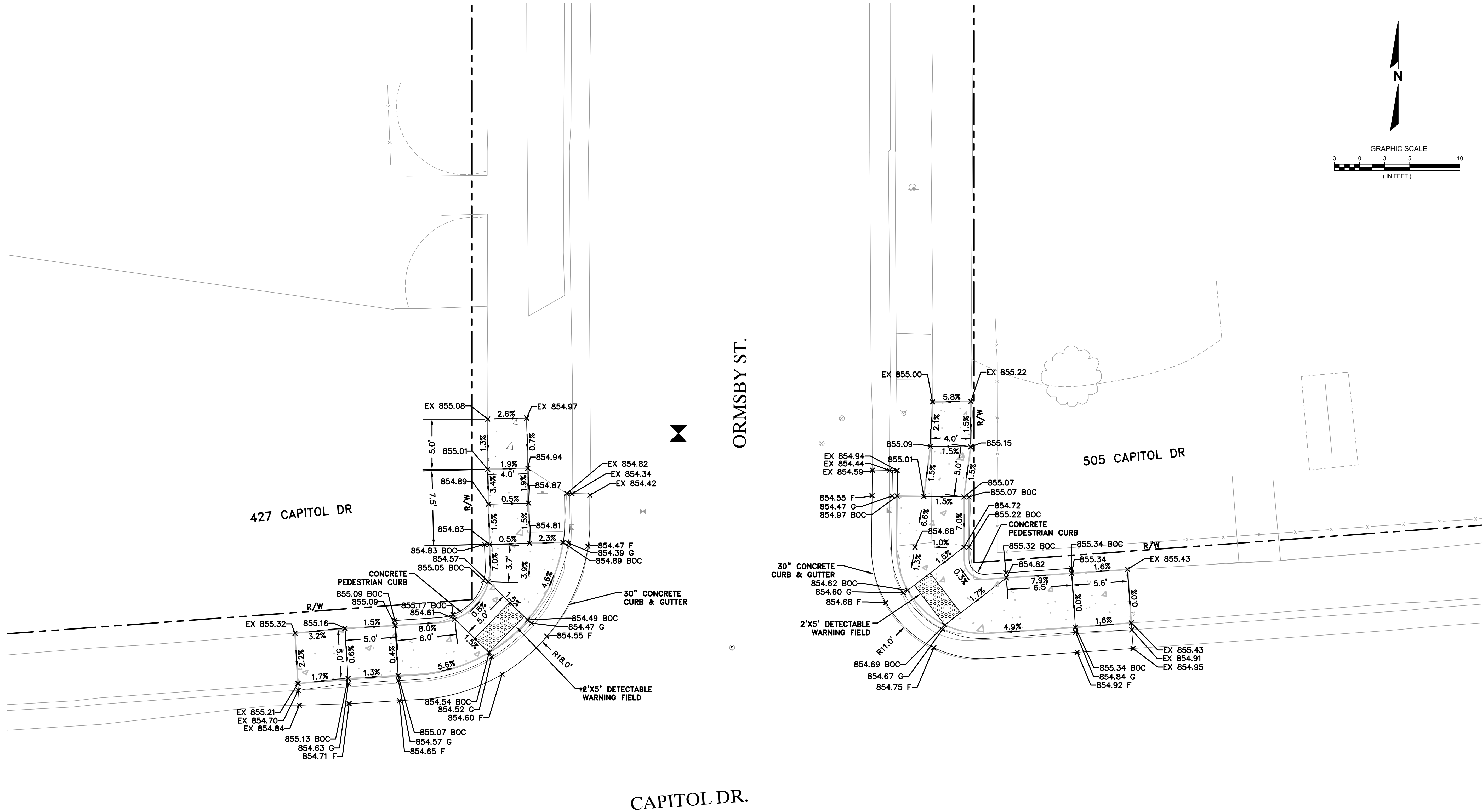
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2025 ROAD AND UTILITY IMPROVEMENTS VILLAGE OF PEWAUKEE	CAPITOL DRIVE GRADING PLAN
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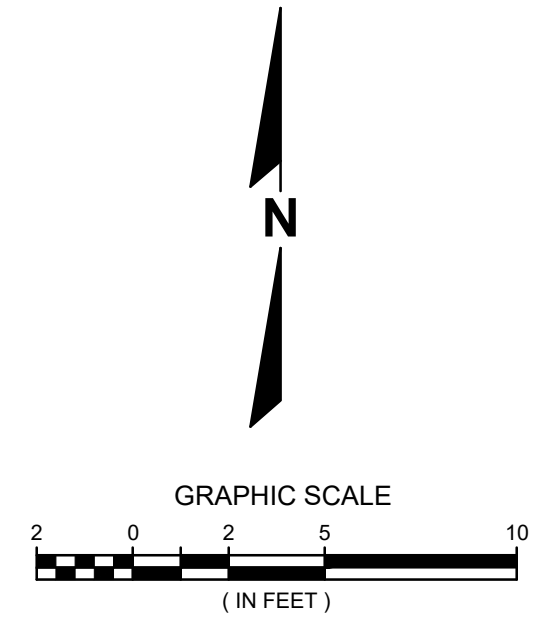


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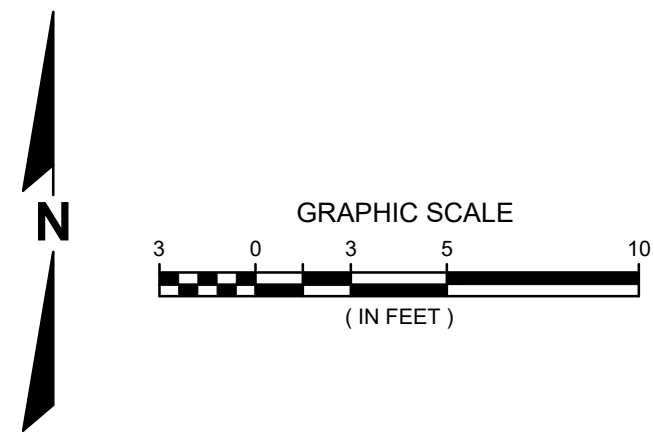
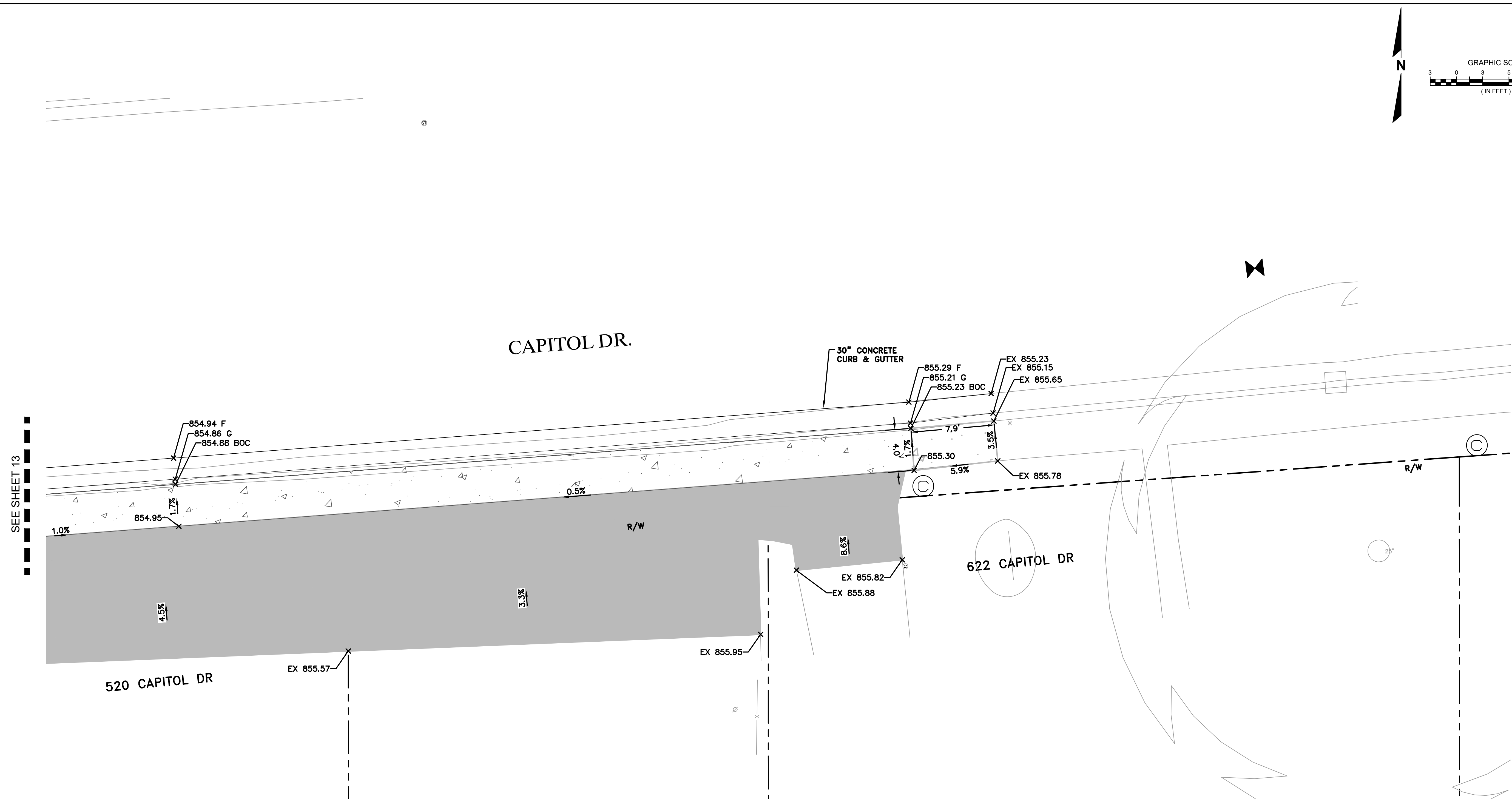
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SCALE: 1" = 5'	
JOB NO. 2248115	
PROJECT MANAGER: JACOB W. SCHOLBE, PE	
DESIGNED BY: JWS	
CHECKED BY: TGB	
SHEET NUMBER	
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SEE SHEET 13

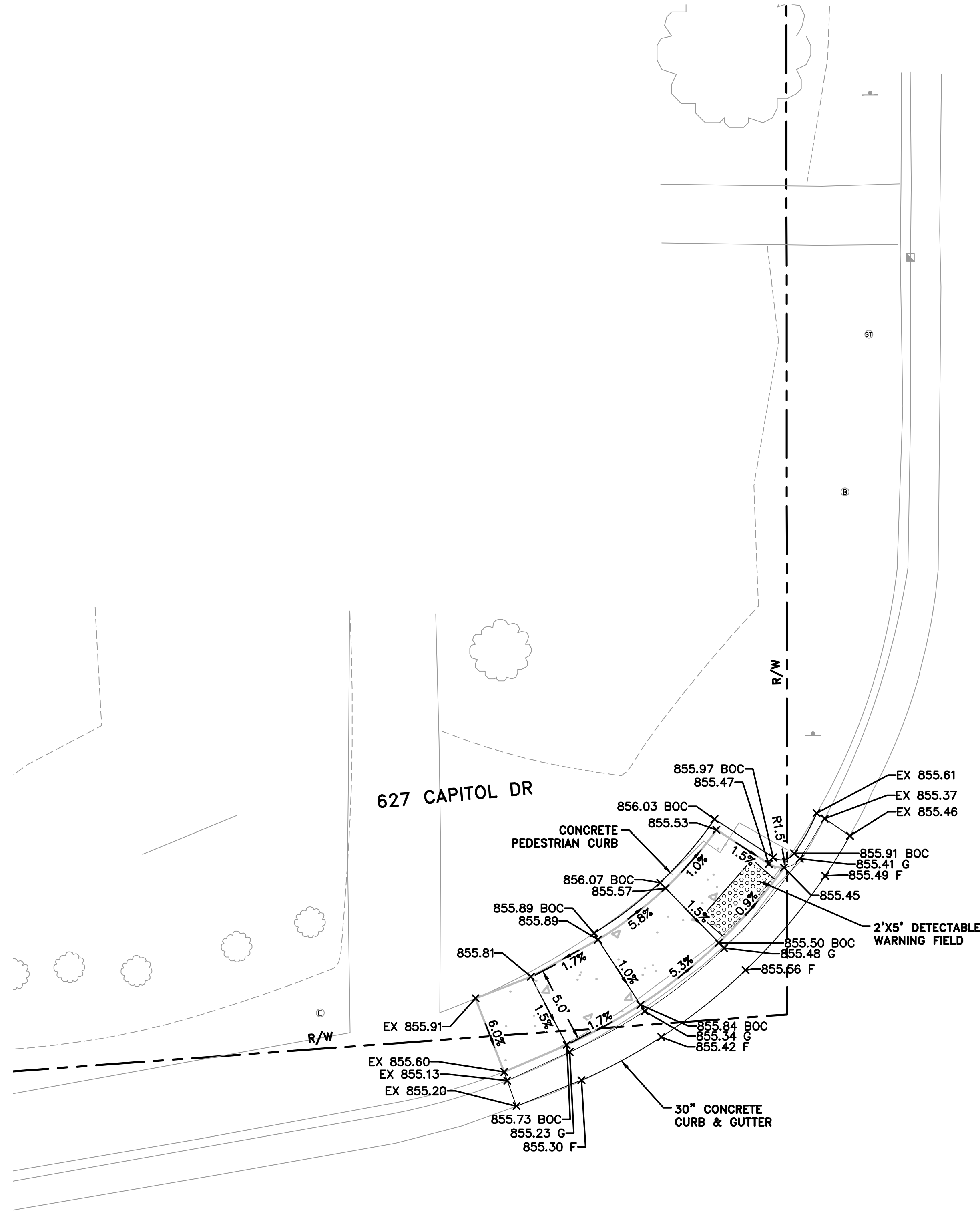


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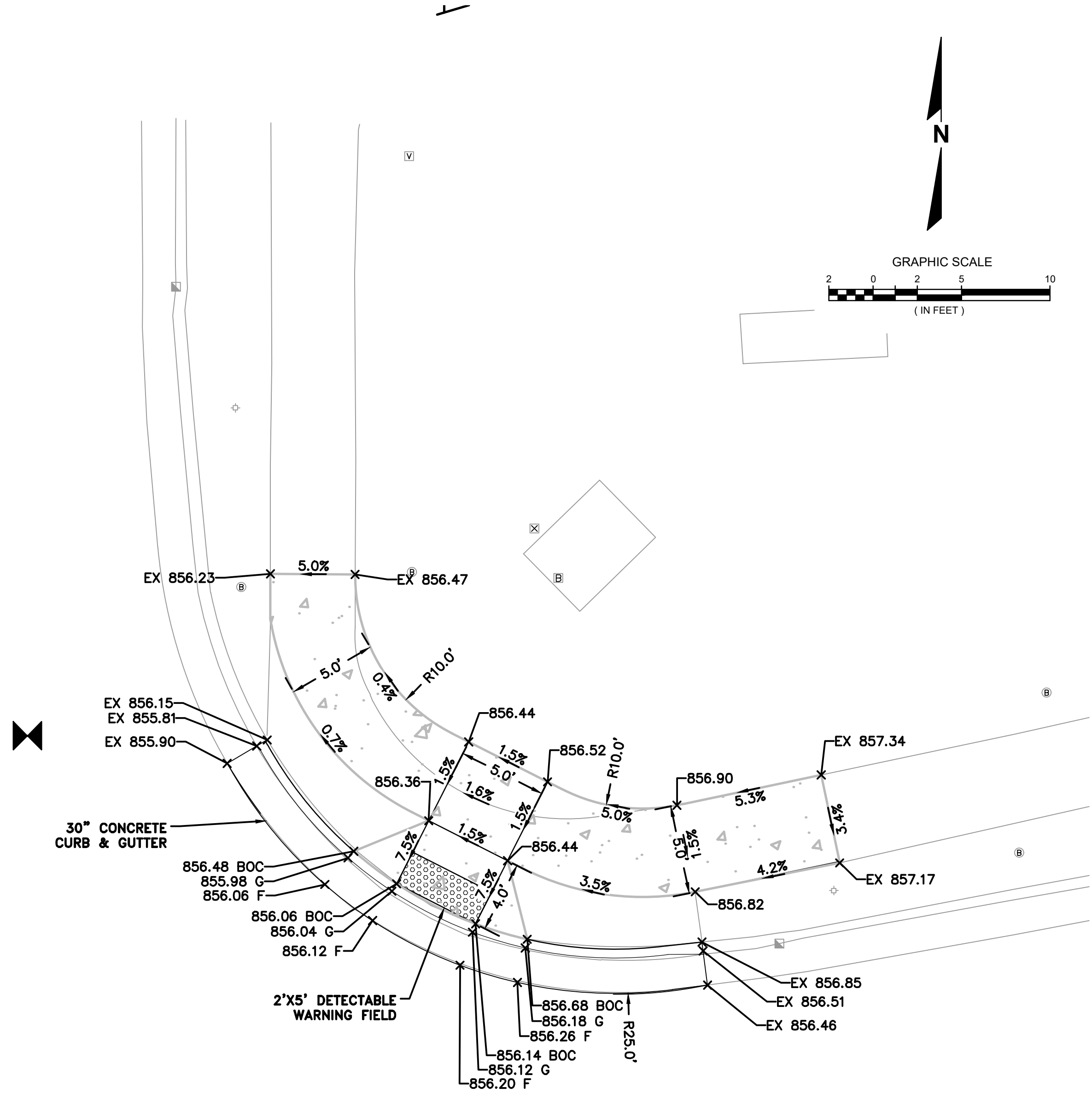
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CAPITOL DR.

SIMMONS AVE.

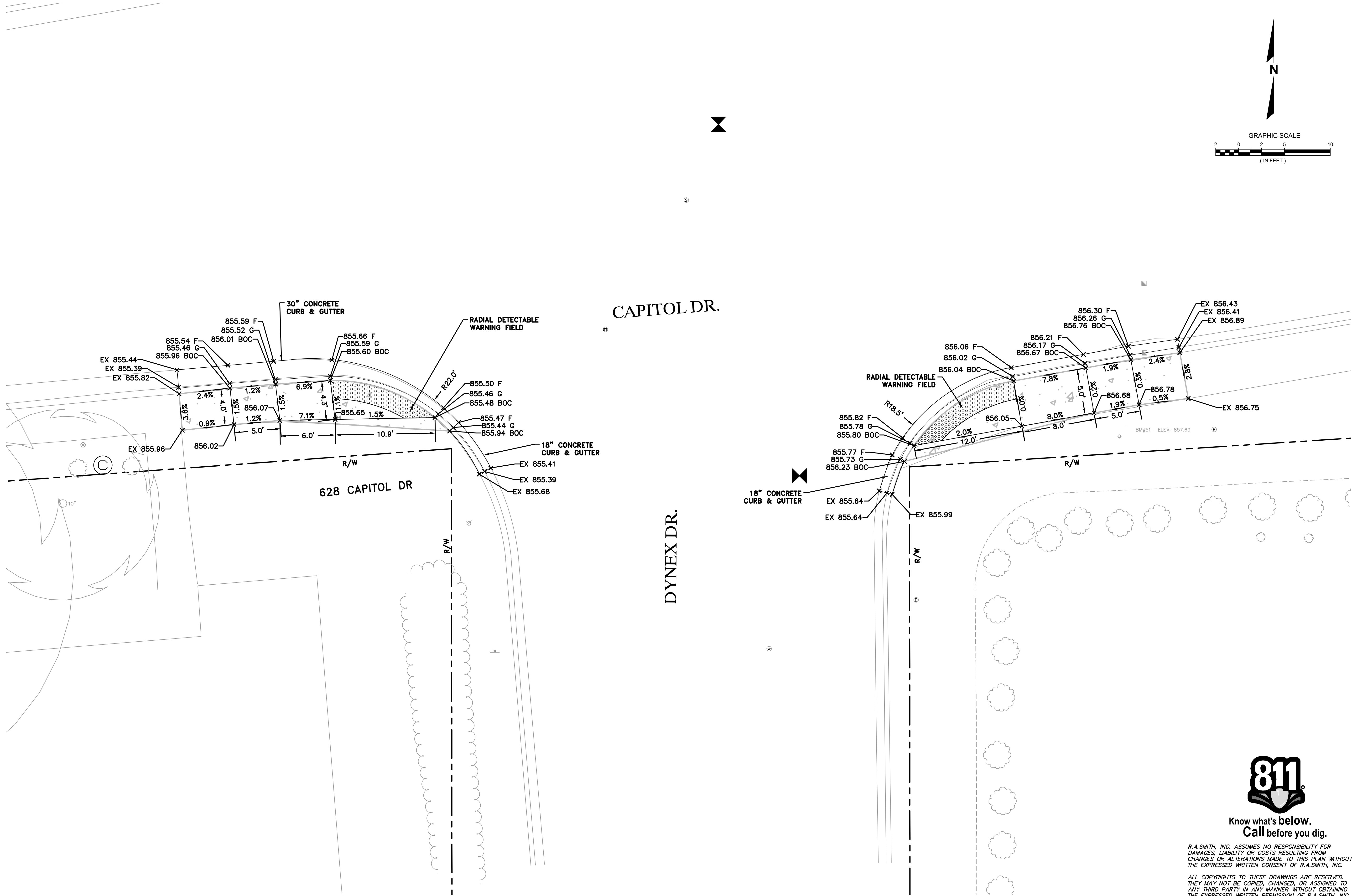


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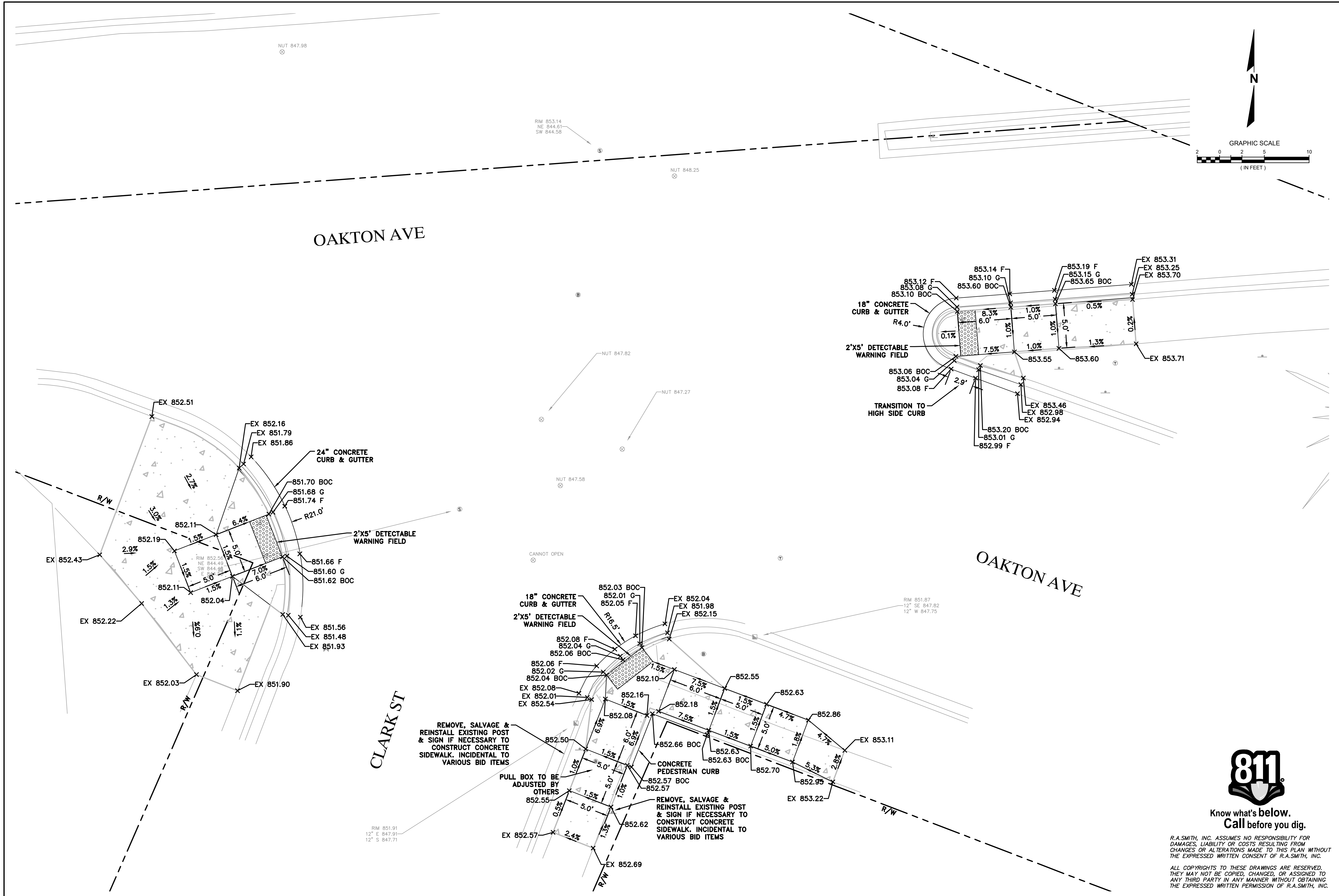
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DESCRIPTION	
DATE	
16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com	
raSmith CREATIVITY BEYOND ENGINEERING	
Brookfield, WI Milwaukee, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	
2025 ROAD AND UTILITY IMPROVEMENTS VILLAGE OF PEWAUKEE	
CAPITOL DRIVE CURB RAMP DETAILS	
© COPYRIGHT 2025 R.A. Smith, Inc.	
DATE: 05/29/2025	
SCALE: 1" = 5'	
JOB NO. 2248115	
PROJECT MANAGER: JACOB W. SCHOLBE, PE	
DESIGNED BY: JWS	
CHECKED BY: TGB	
SHEET NUMBER	
15	



DESCRIPTION	
DATE	
16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com	
raSmith CREATIVITY BEYOND ENGINEERING	
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SHEET NUMBER	
16	



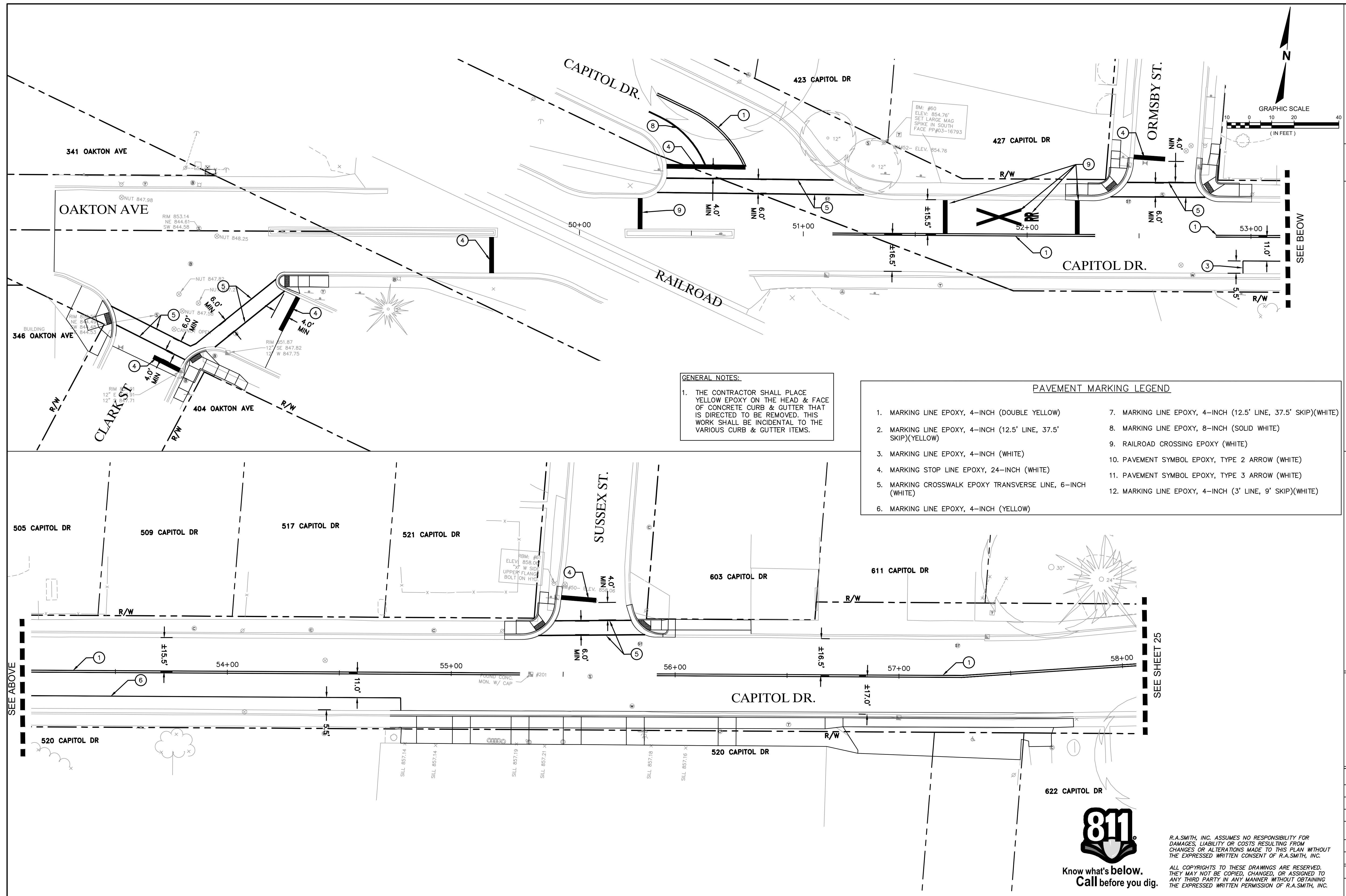
DESCRIPTION	
DATE	
16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com	
raSmith CREATIVITY BEYOND ENGINEERING	
Brookfield, WI Milwaukee, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	
2025 ROAD AND UTILITY IMPROVEMENTS VILLAGE OF PEWAUKEE	CAPITOL DRIVE CURB RAMP DETAILS
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SHEET NUMBER 17	



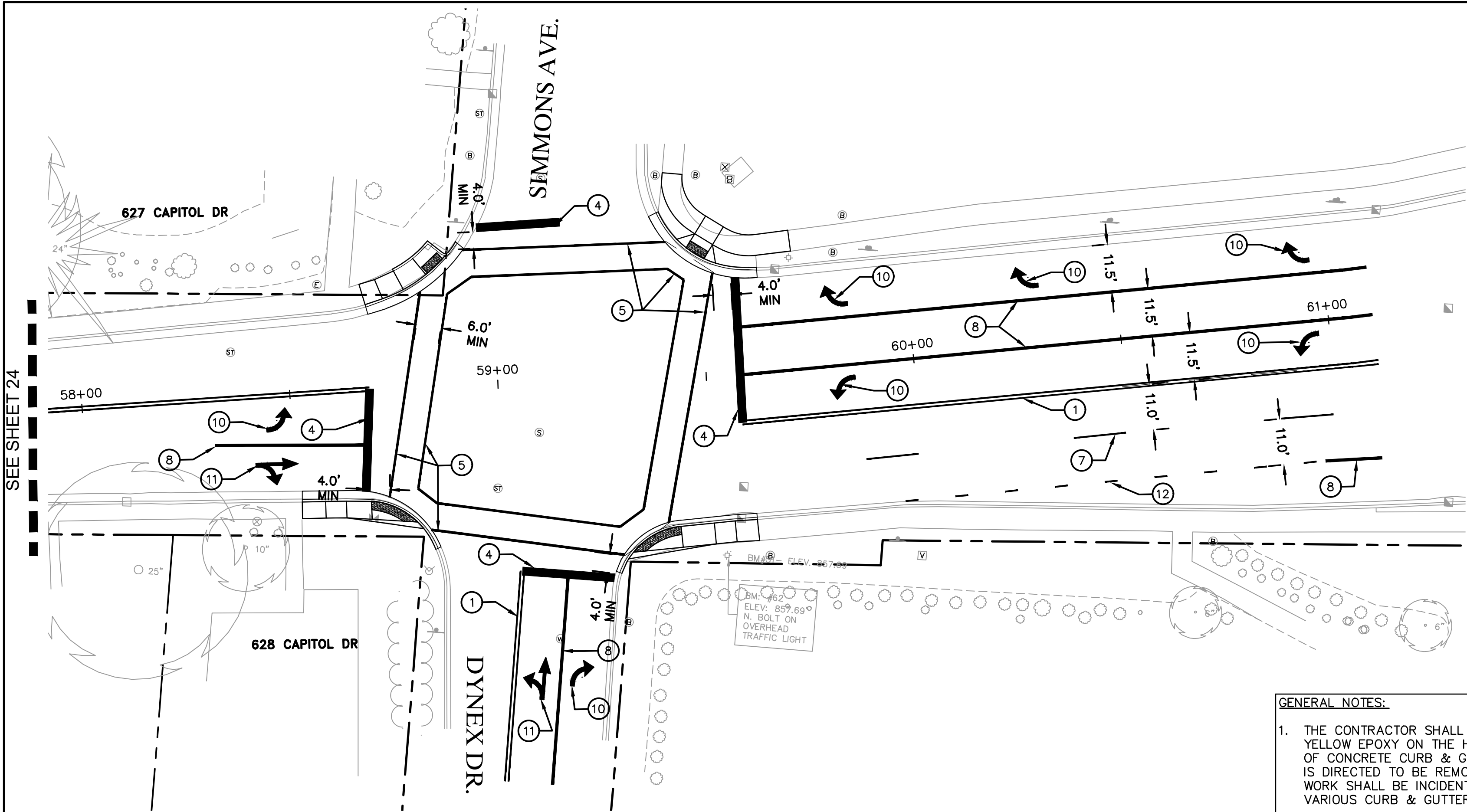
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SCALE: 1" = 20'	
JOB NO. 2248115	
PROJECT MANAGER: JACOB W. SCHOLBE, PE	
DESIGNED BY: JWS	
CHECKED BY: TGB	
SHEET NUMBER	
24	



GENERAL NOTES:

1. THE CONTRACTOR SHALL PLACE YELLOW EPOXY ON THE HEAD & FACE OF CONCRETE CURB & GUTTER THAT IS DIRECTED TO BE REMOVED. THIS WORK SHALL BE INCIDENTAL TO THE VARIOUS CURB & GUTTER ITEMS.

PAVEMENT MARKING LEGEND	
1. MARKING LINE EPOXY, 4-INCH (DOUBLE YELLOW)	7. MARKING LINE EPOXY, 4-INCH (12.5' LINE, 37.5' SKIP)(WHITE)
2. MARKING LINE EPOXY, 4-INCH (12.5' LINE, 37.5' SKIP)(YELLOW)	8. MARKING LINE EPOXY, 8-INCH (SOLID WHITE)
3. MARKING LINE EPOXY, 4-INCH (WHITE)	9. RAILROAD CROSSING EPOXY (WHITE)
4. MARKING STOP LINE EPOXY, 24-INCH (WHITE)	10. PAVEMENT SYMBOL EPOXY, TYPE 2 ARROW (WHITE)
5. MARKING CROSSWALK EPOXY TRANSVERSE LINE, 6-INCH (WHITE)	11. PAVEMENT SYMBOL EPOXY, TYPE 3 ARROW (WHITE)
6. MARKING LINE EPOXY, 4-INCH (YELLOW)	12. MARKING LINE EPOXY, 4-INCH (3' LINE, 9' SKIP)(WHITE)

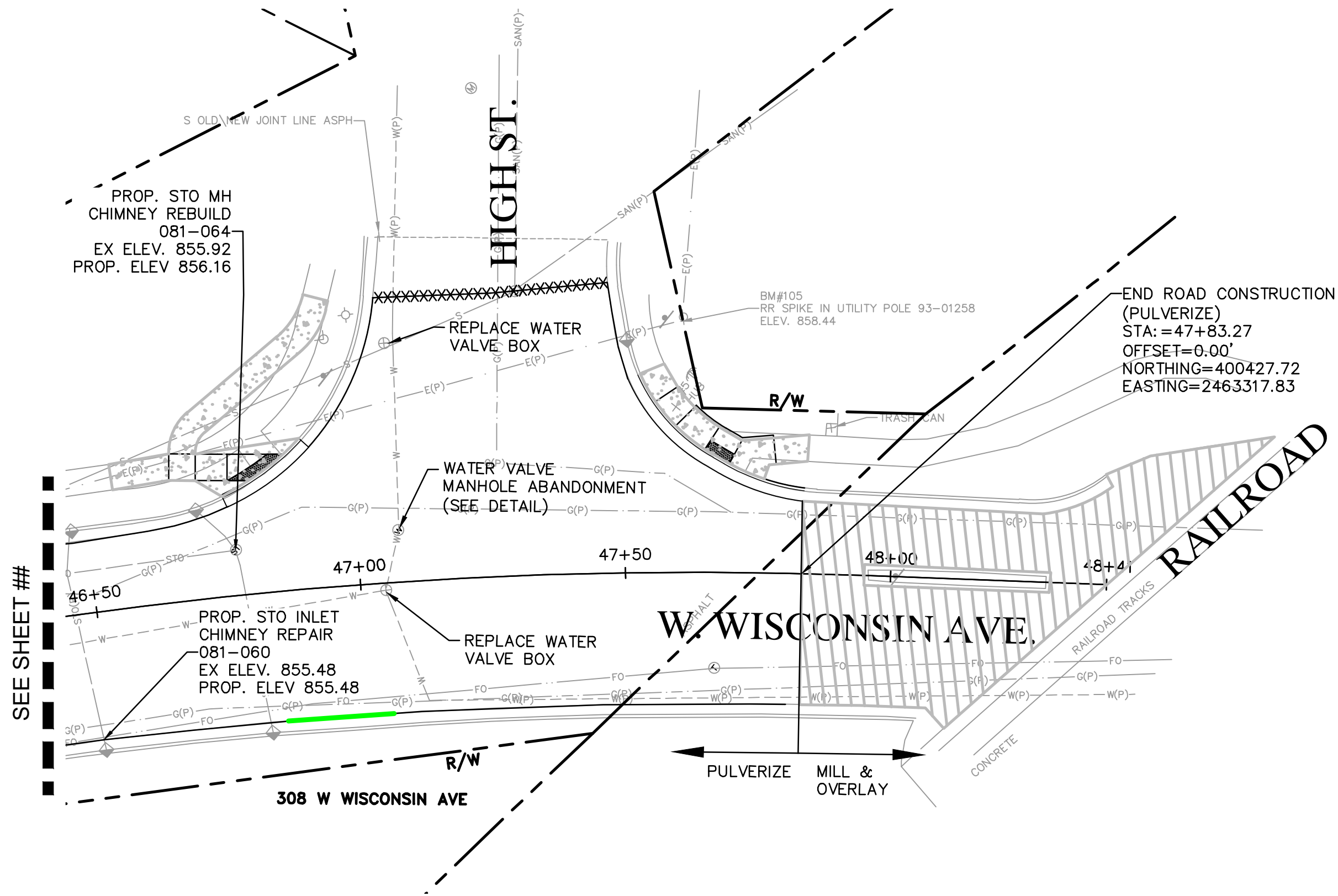


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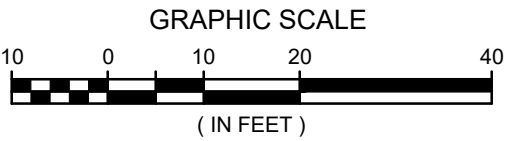
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Brookfield, WI Milwaukee, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	
2025 ROAD AND UTILITY IMPROVEMENTS VILLAGE OF PEWAUKEE	CAPITOL DRIVE PAVEMENT MARKING PLAN
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DATE: 05/29/2025	
SCALE: 1" = 20'	
JOB NO. 2248115	
PROJECT MANAGER: JACOB W. SCHOLBE, PE	
DESIGNED BY: JWS	
CHECKED BY: TGB	
SHEET NUMBER	
25	



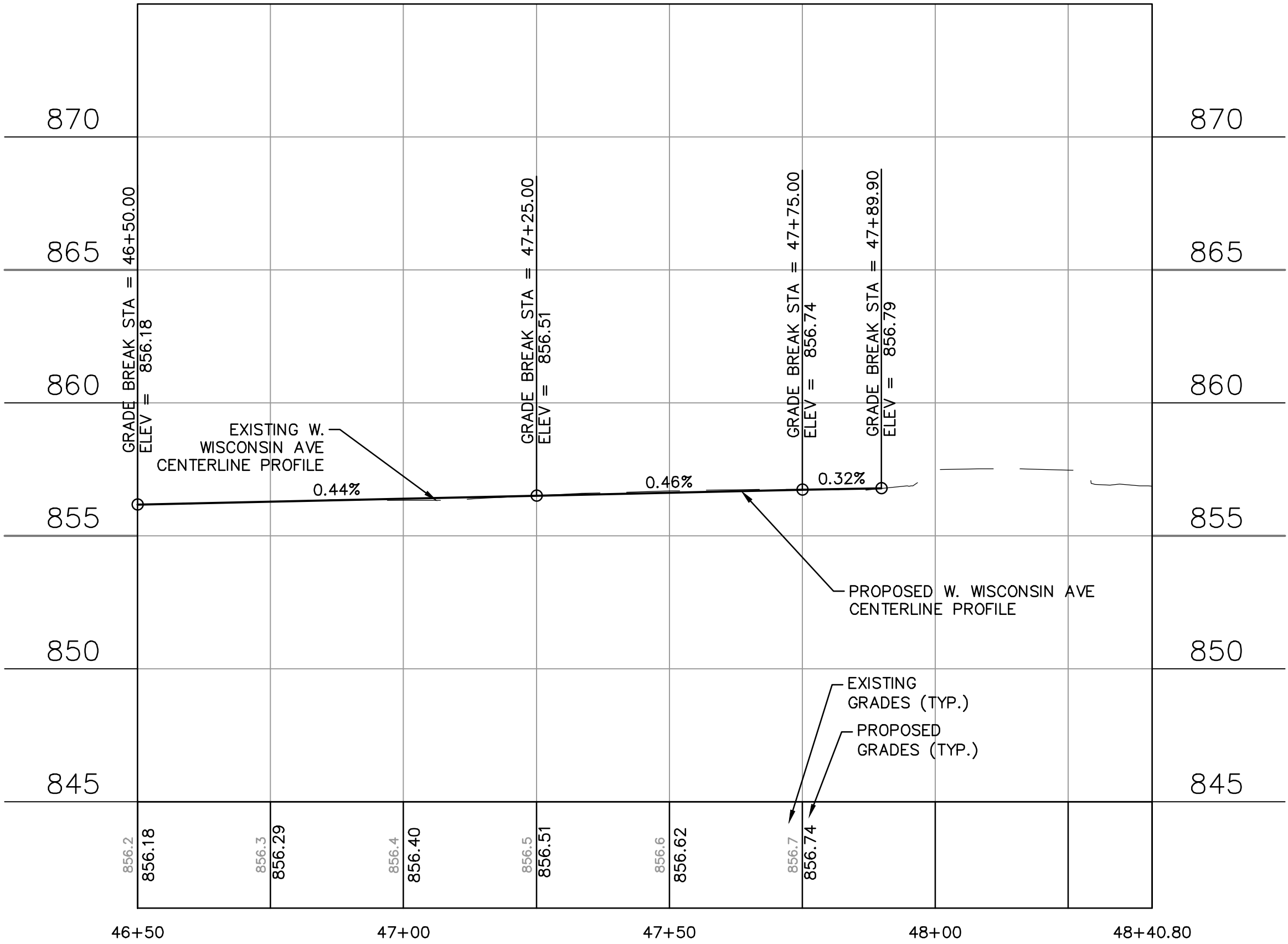
- LEGEND**
- 5" CONCRETE SIDEWALK
 - MILL & OVERLAY (2" MILL DEPTH) (5 LT 58-28 S)
 - SAW CUT (FULL DEPTH)
 - CONCRETE WALK SPOT REPLACEMENT
 - CONCRETE CURB & GUTTER SPOT REPLACEMENT



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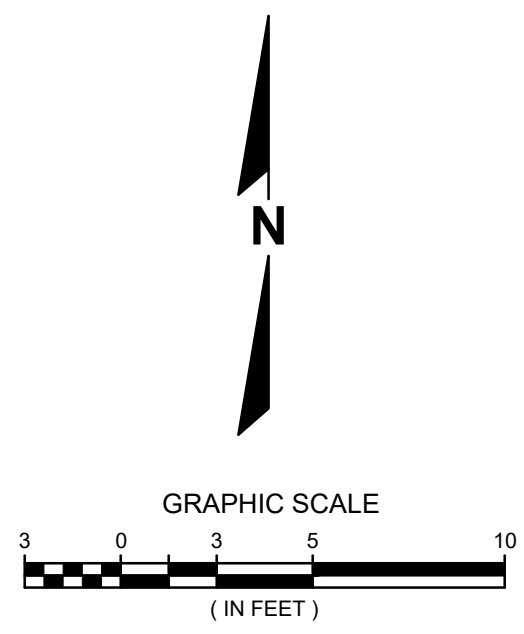
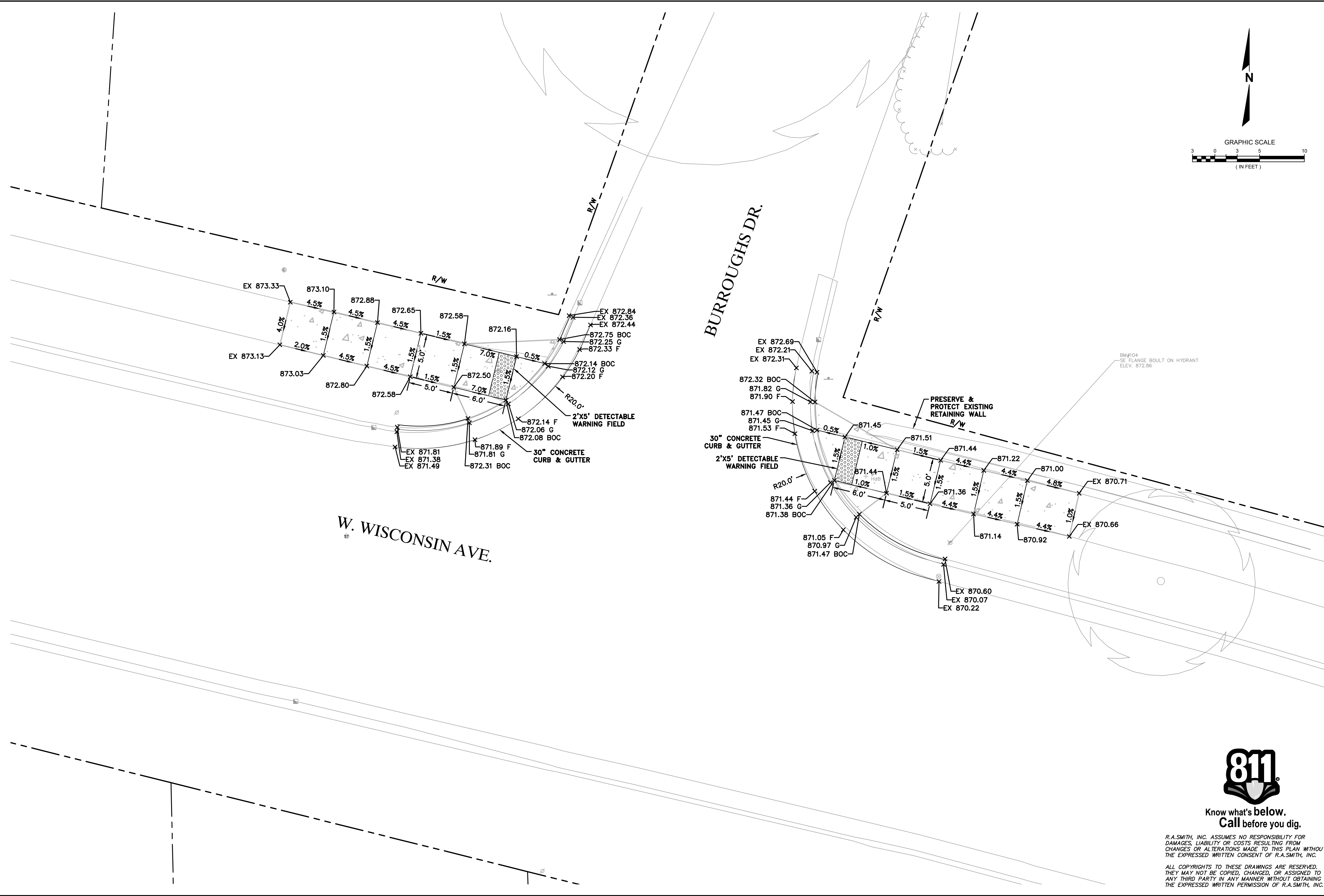
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raSmith CREATIVITY BEYOND ENGINEERING	
Brookfield, WI Milwaukee, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	

2025 ROAD AND UTILITY IMPROVEMENTS VILLAGE OF PEWAUKEE
W. WISCONSIN AVENUE ROADWAY PLAN & PROFILE

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DATE: 05/29/2025
SCALE: 1" = 20'
JOB NO. 2248115
PROJECT MANAGER: JACOB W. SCHOLBE, PE
DESIGNED BY: DRR
CHECKED BY: JWS
SHEET NUMBER
29



DATE	DESCRIPTION

raSmith

CREATIVITY BEYOND ENGINEERING

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

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

2025 ROAD AND UTILITY IMPROVEMENTS	W. WISCONSIN AVENUE CURB RAMP DETAILS
VILLAGE OF PEWAUKEE	

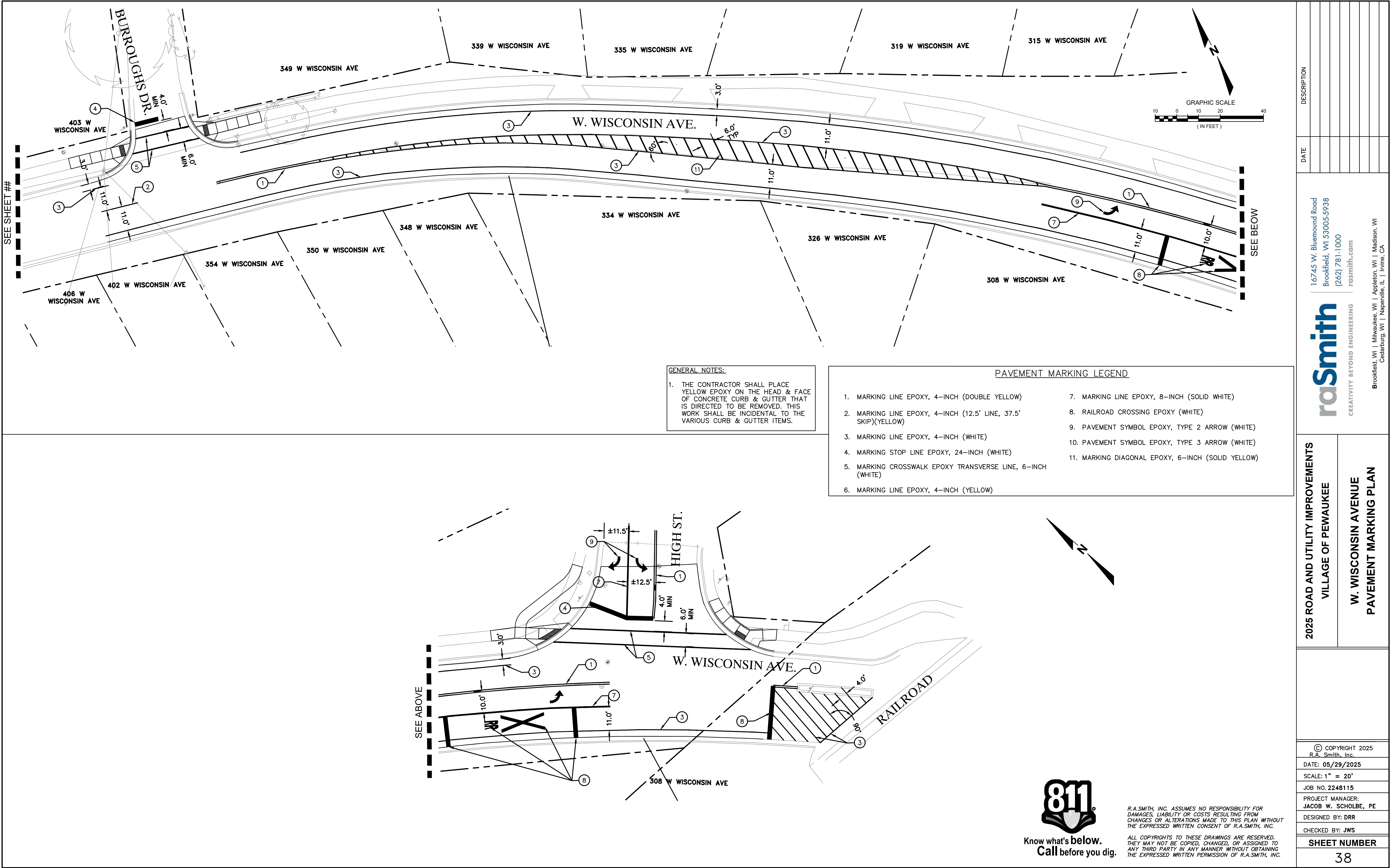


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DATE: 05/29/2025
SCALE: 1" = 5'
JOB NO. 2248115
PROJECT MANAGER: JACOB W. SCHOLBE, PE
DESIGNED BY: DRR
CHECKED BY: JWS
SHEET NUMBER
32



DESCRIPTION	
DATE	
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raSmith CREATIVITY BEYOND ENGINEERING	
Brookfield, WI Milwaukee, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	
2025 ROAD AND UTILITY IMPROVEMENTS VILLAGE OF PEWAUKEE	W. WISCONSIN AVENUE PAVEMENT MARKING PLAN
© COPYRIGHT 2025 R.A. Smith, Inc. DATE: 05/29/2025 SCALE: 1" = 20' JOB NO. 2248115 PROJECT MANAGER: JACOB W. SCHOLBE, PE DESIGNED BY: DRR CHECKED BY: JWS	
SHEET NUMBER 38	



Legend

- Municipal Boundary_2K
- Parcel_Dimension_2K
- Note_Text_2K
- Lots_2K
 - Lot
 - Unit
 - General Common Element
 - Outlot
- SimultaneousConveyance
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
 - <all other values>
- Railroad_2K

**Assessment
MAP 1**

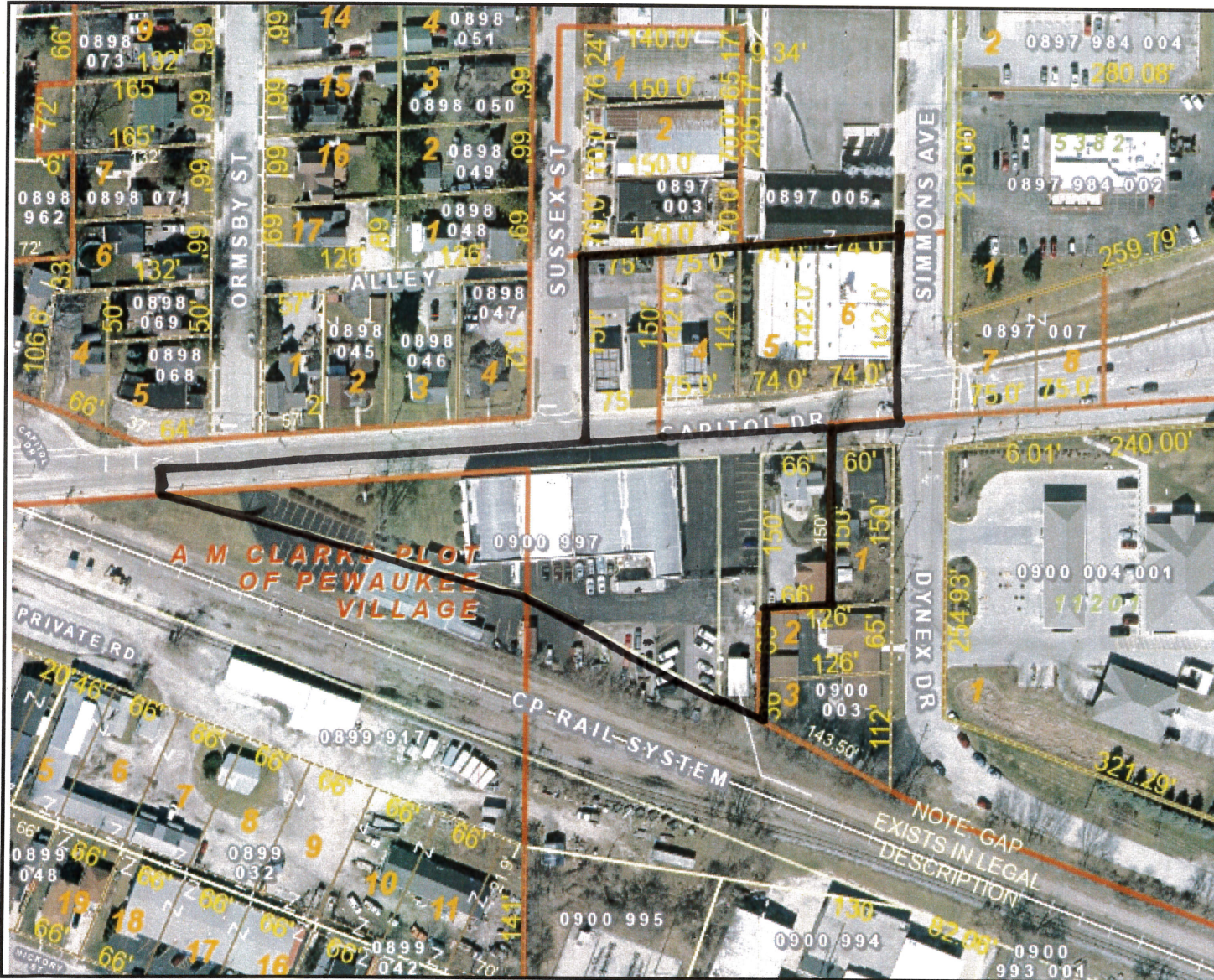
0 73.31 Feet

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Notes:

Printed: 6/2/2025





Legend

- Municipal Boundary_2K
- Parcel_Dimension_2K
- Note_Text_2K
- Lots_2K
 - Lot
 - Unit
 - General Common Element
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 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
 - <all other values>
- Railroad_2K

Assessor
Map 2

0 146.63 Feet

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Notes:

Printed: 6/2/2025



2025 Pewaukee Road & Utility Improvements (#9706181)

Owner: Village of Pewaukee

raSmith Project Number: 2248115

Bid Opening: 06/12/2025 11:00 AM CDT

				Payne & Dolan, Inc.		Stark Pavement Corp.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Roadway Improvements: Capitol Drive/Oakton Avenue (Clark Street to STH 16)							
1	Remove Concrete Curb & Gutter	LF	696	\$21.40	\$14,894.40	\$27.50	\$19,140.00
2	Remove Concrete Sidewalk	SF	4795	\$4.05	\$19,419.75	\$3.05	\$14,624.75
3	Remove Concrete Driveway	SF	1640	\$4.05	\$6,642.00	\$3.05	\$5,002.00
4	Remove Asphalt Driveway	SF	1150	\$2.59	\$2,978.50	\$1.20	\$1,380.00
5	Excavation Below Subgrade	CY	513	\$37.35	\$19,160.55	\$50.00	\$25,650.00
6	Milling Pavement	SY	1417	\$4.85	\$6,872.45	\$10.00	\$14,170.00
7	Pulverize Asphalt Pavement	SY	5420	\$9.65	\$52,303.00	\$18.00	\$97,560.00
8	Pavement Sawing	LF	550	\$7.65	\$4,207.50	\$4.50	\$2,475.00
9	18" Concrete Curb & Gutter	LF	153	\$39.50	\$6,043.50	\$38.50	\$5,890.50
10	24" Concrete Curb & Gutter	LF	18	\$39.50	\$711.00	\$75.50	\$1,359.00
11	30" Concrete Curb & Gutter	LF	525	\$39.50	\$20,737.50	\$68.90	\$36,172.50
12	Pedestrian Curb	LF	87	\$30.00	\$2,610.00	\$55.00	\$4,785.00
13	Concrete Sidewalk, 5-Inch	SF	4795	\$10.45	\$50,107.75	\$18.00	\$86,310.00
14	Detectable Warning Field	SF	136	\$76.50	\$10,404.00	\$60.00	\$8,160.00
15	Concrete Driveway Approach, 7-Inch	SF	1640	\$11.60	\$19,024.00	\$11.00	\$18,040.00
16	1-1/4" Base Aggregate Dense	TON	393	\$30.73	\$12,076.89	\$33.00	\$12,969.00
17	3" Base Aggregate Dense	TON	786	\$30.73	\$24,153.78	\$40.00	\$31,440.00
18	HMA Binder, (3 MT 58-28 S)	TON	1173	\$81.13	\$95,165.49	\$95.00	\$111,435.00
19	HMA Surface, (5 MT 58-28 S)	TON	785	\$102.47	\$80,438.95	\$100.00	\$78,500.00
20	Restoration (4" Topsoil and Hydroseed)	LS	1	\$6,200.00	\$6,200.00	\$4,620.00	\$4,620.00
21	Traffic Control	LS	1	\$33,000.00	\$33,000.00	\$80,000.00	\$80,000.00
22	Marking Line Epoxy, 4-Inch	LF	2060	\$0.50	\$1,030.00	\$2.50	\$5,150.00
23	Marking Line Epoxy, 6-Inch	LF	910	\$13.90	\$12,649.00	\$4.00	\$3,640.00
24	Marking Line Epoxy, 8-Inch	LF	450	\$1.10	\$495.00	\$5.00	\$2,250.00
25	Marking Line Epoxy, 24-Inch	LF	213	\$15.50	\$3,301.50	\$13.00	\$2,769.00
26	Marking Arrow Epoxy	EA	9	\$346.70	\$3,120.30	\$150.00	\$1,350.00
27	Marking Railroad Crossing Epoxy	EA	1	\$3,408.45	\$3,408.45	\$850.00	\$850.00
	Roadway Improvements Subtotal:				\$511,155.26		\$675,691.75

Water Main Improvements: Capitol Drive/Oakton Avenue (Clark Street to STH 16)							
28	Abandon Water Valve Box	EA	3	\$75.00	\$225.00	\$76.50	\$229.50
29	Abandon Water Valve Manhole	EA	2	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00
30	Remove Hydrant	EA	3	\$500.00	\$1,500.00	\$550.00	\$1,650.00
31	Remove Water Main	LF	80	\$85.00	\$6,800.00	\$90.00	\$7,200.00
32	Abandon Water Main	LS	1	\$200.00	\$200.00	\$250.00	\$250.00
33	Repair Water Valve Box	EA	6	\$750.00	\$4,500.00	\$800.00	\$4,800.00
34	6" Dia. D.I. Water Main	LF	108	\$259.00	\$27,972.00	\$300.00	\$32,400.00
35	8" Dia. D.I. Water Main	LF	83	\$302.00	\$25,066.00	\$305.00	\$25,315.00
36	8" Dia. PVC Water Main	LF	78	\$234.00	\$18,252.00	\$240.00	\$18,720.00
37	12" Dia. D.I. Water Main	LF	241	\$343.00	\$82,663.00	\$345.00	\$83,145.00
38	12" Dia. PVC Water Main	LF	779	\$287.00	\$223,573.00	\$290.00	\$225,910.00
39	Hydrant	EA	3	\$14,500.00	\$43,500.00	\$15,000.00	\$45,000.00
40	6" Gate Valve and Box	EA	4	\$4,000.00	\$16,000.00	\$4,500.00	\$18,000.00
41	8" Gate Valve and Box	EA	2	\$5,500.00	\$11,000.00	\$6,000.00	\$12,000.00
42	12" Gate Valve and Box	EA	7	\$8,000.00	\$56,000.00	\$8,300.00	\$58,100.00
43	1" Corporation Stop	EA	10	\$3,000.00	\$30,000.00	\$3,250.00	\$32,500.00
44	1" Curb Stop, Box and Connection to Original Service	EA	10	\$1,000.00	\$10,000.00	\$1,250.00	\$12,500.00
45	1" Dia. HDPE Water Service	LF	244	\$55.00	\$13,420.00	\$60.00	\$14,640.00
Water Main Improvements Subtotal:					\$572,671.00		\$594,559.50

Storm Sewer Improvements: Capitol Drive/Oakton Avenue (Clark Street to STH 16)							
46	Inlet Protection	EA	14	\$50.00	\$700.00	\$150.00	\$2,100.00
47	Storm Manhole Chimney Repair	EA	1	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00
48	Storm Manhole Chimney Rebuild	EA	4	\$2,000.00	\$8,000.00	\$2,250.00	\$9,000.00
49	Storm Inlet Chimney Repair	EA	8	\$1,000.00	\$8,000.00	\$1,250.00	\$10,000.00

Item No.	Item Description	UofM	Quantity	Payne & Dolan, Inc.		Stark Pavement Corp.	
				Unit Price	Extension	Unit Price	Extension
50	Storm Inlet Chimney Rebuild	EA	2	\$2,000.00	\$4,000.00	\$2,250.00	\$4,500.00
	Storm Sewer Improvements Subtotal:				\$21,700.00		\$26,850.00

Sanitary Sewer Improvements: Capitol Drive/Oakton Avenue (Clark Street to STH 16)							
51	Sanitary Manhole Chimney Repair	EA	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
52	Sanitary Manhole Chimney Rebuild	EA	4	\$2,500.00	\$10,000.00	\$3,000.00	\$12,000.00
53	Manhole Grouting	EA	1	\$2,950.00	\$2,950.00	\$3,000.00	\$3,000.00
54	10" Dia. Sanitary Sewer Joint Grouting	EA	1	\$3,550.00	\$3,550.00	\$800.00	\$800.00
55	Grout	GAL	45	\$15.00	\$675.00	\$8.00	\$360.00
56	Sanitary Lateral Spot Repair	EA	1	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00
57	8" Main to 4"/6" Sanitary Lateral Connection CIPP Liner	EA	1	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00
58	Sanitary Lateral Alteration	LF	50	\$150.00	\$7,500.00	\$200.00	\$10,000.00
	Sanitary Sewer Improvements Subtotal:				\$45,675.00		\$48,660.00

Roadway Improvements: W. Wisconsin Avenue (Burroughs Drive to Canadian Pacific Railroad)							
59	Remove Concrete Curb & Gutter	LF	225	\$21.40	\$4,815.00	\$35.00	\$7,875.00
60	Remove Concrete Sidewalk	SF	1010	\$4.05	\$4,090.50	\$4.50	\$4,545.00
61	Remove Concrete Driveway	SF	40	\$4.05	\$162.00	\$4.50	\$180.00
62	Excavation Below Subgrade	CY	216	\$37.34	\$8,065.44	\$55.00	\$11,880.00
63	Milling Pavement	SY	250	\$16.83	\$4,207.50	\$25.00	\$6,250.00
64	Pulverize Asphalt Pavement	SY	2877	\$10.18	\$29,287.86	\$22.00	\$63,294.00
65	Pavement Sawing	LF	135	\$15.58	\$2,103.30	\$10.00	\$1,350.00
66	30" Concrete Curb & Gutter	LF	225	\$39.50	\$8,887.50	\$70.50	\$15,862.50
67	Pedestrian Curb	LF	20	\$30.00	\$600.00	\$55.00	\$1,100.00
68	Concrete Sidewalk, 5-Inch	SF	1010	\$10.45	\$10,554.50	\$18.00	\$18,180.00
69	Detectable Warning Field	SF	50	\$76.50	\$3,825.00	\$60.00	\$3,000.00
70	Concrete Driveway Approach, 7-Inch	SF	40	\$11.60	\$464.00	\$175.00	\$7,000.00
71	1-1/4" Base Aggregate Dense	TON	166	\$30.71	\$5,097.86	\$33.00	\$5,478.00
72	3" Base Aggregate Dense	TON	331	\$30.72	\$10,168.32	\$40.00	\$13,240.00
73	HMA Binder, (3 LT 58-28 S)	TON	598	\$87.73	\$52,462.54	\$95.00	\$56,810.00
74	HMA Surface, (5 LT 58-28 S)	TON	341	\$99.93	\$34,076.13	\$105.00	\$35,805.00
75	Restoration (4" Topsoil and Hydroseed)	LS	1	\$6,200.00	\$6,200.00	\$4,100.00	\$4,100.00
76	Traffic Control	LS	1	\$25,000.00	\$25,000.00	\$55,000.00	\$55,000.00
77	Marking Line Epoxy, 4-Inch	LF	2580	\$0.50	\$1,290.00	\$2.50	\$6,450.00
78	Marking Line Epoxy, 6-Inch	LF	665	\$13.90	\$9,243.50	\$3.50	\$2,327.50
79	Marking Line Epoxy, 8-Inch	LF	185	\$1.10	\$203.50	\$4.50	\$832.50
80	Marking Line Epoxy, 24-Inch	LF	45	\$15.50	\$697.50	\$13.00	\$585.00
81	Marking Arrow Epoxy	EA	6	\$346.70	\$2,080.20	\$130.00	\$780.00
82	Marking Railroad Crossing Epoxy	EA	1	\$3,408.45	\$3,408.45	\$850.00	\$850.00
	Roadway Improvements Subtotal:				\$226,990.60		\$322,774.50

Water Main Improvements: W. Wisconsin Avenue (Burroughs Drive to Canadian Pacific Railroad)							
83	Abandon Water Valve Manhole	EA	1	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00
84	Replace Water Valve Box	EA	3	\$750.00	\$2,250.00	\$1,000.00	\$3,000.00
	Water Main Improvements Subtotal:				\$3,250.00		\$4,250.00

Storm Sewer Improvements: W. Wisconsin Avenue (Burroughs Drive to Canadian Pacific Railroad)							
85	Inlet Protection	EA	11	\$50.00	\$550.00	\$150.00	\$1,650.00
86	Storm Manhole Chimney Repair	EA	1	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00
87	Storm Manhole Chimney Rebuild	EA	2	\$2,000.00	\$4,000.00	\$2,250.00	\$4,500.00
88	Storm Inlet Chimney Repair	EA	2	\$2,000.00	\$4,000.00	\$2,250.00	\$4,500.00
	Storm Sewer Improvements Subtotal:				\$9,550.00		\$11,900.00

Sanitary Sewer Improvements: W. Wisconsin Avenue (Burroughs Drive to Canadian Pacific Railroad)							
89	Sanitary Manhole Chimney Rebuild	EA	2	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00
	Sanitary Sewer Improvements Subtotal:				\$5,000.00		\$6,000.00

	Base Bid Total:				\$1,395,991.86		\$1,690,685.75
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- **Sec. 78.109. - Sidewalks, construction and repair.**

(a)

Establishment. The grade of all sidewalks shall be established and described by the village board and recorded by the clerk-treasurer. No sidewalk shall be worked until its grade is established.

(b)

Alteration of grade prohibited. No person shall alter the grade of any sidewalk unless authorized or instructed to do so by the village board.

(c)

Abutting owner to construct and maintain sidewalks. The abutting property owner shall build, repair, construct and perpetually maintain sidewalks along or upon any street in the Village of Pewaukee, and shall pay the entire cost; except that on corner residential or industrial lots, the village shall pay two-thirds of such costs for the long side of the corner lot, except also that any lot bounded by two streets, front and rear, and not divisible under the zoning ordinance as two or more separate parcels, shall be assessed the entire cost of the front sidewalk and shall also be assessed one-third of the rear sidewalk. Where sidewalks with significant defects are caused by village assets (e.g., street trees), as determined by the director of public works or his/her designee, the village shall be responsible for replacement and shall pay the entire cost.

(d)

Resolution of board. Whenever the village board shall by resolution determine that a sidewalk be laid, removed, replaced, repaired, lowered or raised along or upon any public street, alley or highway, it shall notify the abutting owner to lay, remove, replace, repair, raise or lower the sidewalk.

(e)

Notice.

(1)

Service. A copy of the resolution directing such laying, removal, replacement or repair shall be served upon the owner or an agent of each lot or parcel of land in front of which such work is ordered. Service of the notice may be made by:

a.

Personal delivery;

b.

Certified or registered mail; or

c.

Publication in the official newspaper as a class 1 notice, under Wis. Stats. ch. 985, together with mailing by first class mail if the name and mailing address of the owner or an agent can be readily ascertained.

(2)

Contents of notice. Such notice shall specify that the sidewalk be rebuilt, repaired, raised, lowered or constructed in accordance with subsection (f) of this section and shall direct the owner to repair the sidewalk within 24 hours of the service of the notice, or to rebuild the sidewalk or build a new sidewalk within 20 days after such service.

(f)

Specifications. All sidewalks shall be repaired, rebuilt and constructed in accordance with village specifications.

(g)

Failure of owner to comply with notice. Whenever any abutting owner shall fail to rebuild, repair or construct any sidewalk within the time required by notice from the village board, the village board shall cause such work to be done at the expense of such owner; and the cost shall be assessed against such owner and shall constitute a lien on the property affected from the date of ordering of such work and shall be entered on the tax roll as a special tax against such property and collected in all respects like other taxes upon real estate.

(h)

Sidewalk permits.

(1)

When required. No person shall lay, remove, replace or repair any sidewalk without first obtaining a permit from the department of public works unless ordered to do such work in accordance with subsection (e) of this section.

(2)

Application and issuance. The director of public works shall receive all such applications and upon approval in writing by the village engineer shall issue such permit.

(3)

Fee. The fee for such sidewalk permit shall be set by the village board.

(Code 1967, § 8.03; Ord. No. 361, § 12, 9-5-1989; Ord. No. 2018-07, § II, 5-1-2018; Ord. No. 2019-16, § I, 10-1-2019; Ord. No. 2021-11, § I, 8-17-2021)

PRELIMINARY SCHEDULE OF PROPOSED ASSESSMENTS

Site Address	S/W PANELS	REMOVE S/W SF	REMOVE S/W \$/SF	REMOVE S/W \$	CON S/W, 5-IN \$/SF	CON S/W, 5-IN SF	CON S/W, 5-IN \$	CON D/W APP, 7-IN \$/SF	CON D/W APP, 7-IN SF	CON S/W, 7-IN \$	TOTAL S/W \$ Assessment	Tax Key	Owner Name	Mailing Address	Mailing Address 2
520 CAPITOL DR	75.00	3815.00	4.05	15450.75	10.45	2395.00	25027.75	11.60	1420.00	16472.00	56950.50	PWV 0900997	DROEGKAMP SALES & SERVICE INC	520 CAPITOL DR	PEWAUKEE WI 53072
622 CAPITOL DR	5.00	125.00	4.05	506.25	10.45	125.00	1306.25	11.60		0.00	1812.50	PWV 0896041	JOHN E MACDONALD AND JAN E MACDONALD	622 CAPITOL DR	PEWAUKEE WI 53072
603 CAPITOL DR	8.00	200.00	4.05	810.00	10.45			11.60	200.00	2320.00	3130.00	PWV 0897985	SOHINDER SINGH AND MANINDER KAUR	603 CAPITOL DR	PEWAUKEE WI 53072
627 CAPITOL DR	2.00	50.00	4.05	202.50	10.45	50.00	522.50	11.60		0.00	725.00	PWV 0897005	PRODUCT MINIATURE CO	627 CAPITOL DR	PEWAUKEE WI 53072
319 W WISCONSIN AVE	5.00	125.00	4.05	506.25	10.45	75.00	783.75	11.60	50.00	580.00	1870.00	PWV 0893971	STEPHEN MATUSZAK AND SANDRA LEE VEENHUIS	319 W WISCONSIN AVE	PEWAUKEE WI 53072
335 W WISCONSIN AVE	4.00	100.00	4.05	405.00	10.45	100.00	1045.00	11.60		0.00	1450.00	PWV 0893969	ELIZABETH WILLIAMS	335 W WISCONSIN AVE	PEWAUKEE WI 53072

65938.00

Sec. 2.133. Special assessments.

- (a) *Assessments for public works or current service.* In addition to other methods provided by law, special assessments for any public work or improvement or any current service may be levied in accordance with the provisions of this section.
- (b) *Preliminary resolution.* Whenever the village board shall determine that any public work or improvement or any current service shall be financed in whole or in part by special assessments levied under this section, it shall adopt a resolution setting forth such intention and the time, either before or after completion of the work or improvement, when the amount of such assessments shall be determined and levied, the number of annual installments, if any, in which such assessments may be paid, the rate of interest to be charged on the unpaid balance, and the terms on which any of such assessments may be deferred while no use of the improvements is made in connection with the property.
- (c) *Procedure when hearing held after completion.* The provisions of Wis. Stats. § 66.60 shall apply to special assessments levied under this section; except that when the board determines by resolution as provided in subsection (b) of this section that the hearing on such assessments shall be held subsequent to the completion of the work or improvements or the rendition of the service, the report required by Wis. Stats. § 66.60(3) shall contain a statement of the final cost of the work, service or improvement in lieu of an estimate of such cost.
- (d) *Notice of hearing.* Notice of the time and place of the public hearing on any special assessment proposed to be levied and notice of the final assessment and terms of payment shall be given by mail to every person whose property is affected by such assessment and whose mailing address can be determined with reasonable diligence.
- (e) *Special assessments a lien.* Any special assessment levied under this section shall be a lien against the property assessed from the date of the final resolution of the board determining the amount of such levy.
- (f) *Appeals.* The provisions of Wis. Stats. §§ 66.60(12) and 66.62(2), relating to appeal, shall apply to any special assessments levied under this section.

(Code 1967, § 3.10)

VILLAGE OF PEWAUKEE

2025 ROAD AND UTILITY IMPROVEMENTS TENTATIVE PROJECT TIMELINE

May 1, 2025	Plans & Specs to DPW
May 15, 2025	Plans & Specs to DPW – Final Review
May 29, 2025	1 st Advertisement for Bids
June 5, 2025	2 nd Advertisement for Bids
June 12, 2025	Bid Opening: 11:00 a.m.
June 12, 2025	Recommendation of Award
June 17, 2025	Village Board - Approval of Contract & Approve Preliminary Assessment Resolution
June 19, 2025	Send Notice of Public Hearing to Newspaper and Mail to residents
June 24, 2025	Assessment Notice published in Newspaper
July 10, 2025	Final Contract Signed and Executed
July 15, 2025	Hold Public Hearing, and approve Final Resolution
July 17, 2025	Notice to Proceed and Construction May Begin
October 1, 2025	Substantial Completion
October 15, 2025	Final Completion

Advertise electronically on Quest
Place advertisement in Waukesha Freeman (Official Newspaper)

Village of Pewaukee
235 Hickory Street

Pewaukee, WI 53072

Clerk: Jenna Peter, 262-691-5660



**NOTICE OF PUBLIC HEARING
REGARDING SPECIAL ASSESSMENTS
FOR THE REMOVAL AND REPLACEMENT OF SIDEWALK**

PLEASE TAKE NOTICE that the Village Board of the Village of Pewaukee has declared its intention to exercise its power under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property for benefits conferred upon such property by the removal and replacement of sidewalk within the following general described area:

LEGAL DESCRIPTION

All of those lands abutting Capitol Drive and W. Wisconsin Avenue, from Clark Street to Dynex Drive, including parcels with tax key numbers:

PWV 0900997, PWV 0896041, PWV 0897985, PWV 0897005, PWV 0893971, PWV 0893969

You are further notified that the Village Board of the Village of Pewaukee will hear all interested persons or their agents or attorneys concerning matters contained in the preliminary resolution authorizing such assessments, and the report including proposed assessments of benefits and award of damages, no earlier than **6:00 p.m. on July 15, 2025, in the Board room of the Pewaukee Village Hall, 235 Hickory Street, Pewaukee, WI 53072**. All objections will be considered at said hearing. The supporting materials to this request are available for viewing during regular business hours of 8:00 a.m.-4:30 p.m. Monday -Friday at Village Hall, 235 Hickory St., Pewaukee, WI 53072.

Jenna Peter, Village Clerk

PUBLISH DATE: June 24, 2025

RESOLUTION NO. 2025-

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL
ASSESSMENT POWERS UNDER SECTION 66.0701, WISCONSIN STATUTES
FOR THE REMOVAL AND REPLACEMENT OF SIDEWALK

2025 ROAD AND UTILITY IMPROVEMENTS

RESOLVED by the Village Board of the Village of Pewaukee, Wisconsin:

1. The Village Board hereby declares its intention to exercise its power under section 66.0703, Wisconsin Statutes, as in force in the Village of Pewaukee, pursuant to Chapter 2.133 of the Municipal Code, to levy special assessments under the police power on a reasonable basis upon property within the described districts for the removal and replacement of sidewalk:

LEGAL DESCRIPTION

All of those lands abutting Capitol Drive and W. Wisconsin Avenue, from Clark Street to Dynex Drive, including parcels with tax key numbers:

PWV 0900997, PWV 0896041, PWV 0897985, PWV 0897005, PWV 0893971, PWV 0893969

2. The total amount assessed against such districts shall not exceed 100% of the cost of the improvements and shall be a police power assessment. The assessments against any parcel may be paid in one cash sum or in such number of annual installments as the Village Board may determine at the Public Hearing.
3. The Director of Public Works/Village Engineer is directed to prepare a report consisting of:
 - a. Preliminary plans and specifications for said improvements.
 - b. An estimate of the entire cost of the proposed road construction.
 - c. A schedule of the proposed assessments.

The Board hereby states that the properties against which the assessments are proposed are benefited.

4. Upon completing such report, the Director of Public Works/Village Engineer is directed to file a copy thereof in the office of the Village Clerk for public inspection.
5. Upon receiving the report of the Director of Public Works/Village Engineer, the Village Clerk is directed to give notice of a Public Hearing upon such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, the report shall set forth the nature of the proposed improvements, the general boundary lines of the assessment district including a map thereof, the time and place where the report may be reviewed and the time and place of the public hearing on the matters described in the report. This notice shall be published as a class one notice under Chapter 985 of the Wisconsin Statutes and a copy shall be mailed not less than 10 days prior to the public hearing to every interested person whose property

address is known or can be ascertained with reasonable diligence. The hearing shall commence not less than 10 nor more than forty days after the publication. The public hearing shall be held before the Village Board not before 6:00 pm, July 15, 2025.

ADOPTED June 17, 2025

Jeffery Knutson
Village President

ATTEST:

Jenna Peter
Village Clerk



To: Jeff Knutson, Village President
Members of the Village Board

From: Matt Heiser
Village Administrator

Date: July 10, 2025

Re: July 11, 2025 Regular Village Board Meeting Agenda Item 7(a)
Continued Hearing on an Appeal of the 2024 Fire-EMS Protection Fee Filed by JM 1405 LLC (c/o Kevin Yonke) Regarding Real Property Located at 205 Prospect Ave (Yonke & Son Funeral Home) and having Tax ID No PWV 0896069 and Possible Action Thereon.

BACKGROUND

The Village Board heard an appeal of the 2024 EMS/Fire fees by the owner of 205 Prospect Street at the June 3, 2025 Special Board Meeting. Board members had questions regarding the area of the building used for business purposes. They voted to continue the hearing at the July 15, 2025 Regular Board meeting requesting building information from the owner.

The owner of 205 Prospect Avenue was provided notice of the date and time of the hearing continuance as required by the ordinance.

ACTION REQUESTED

The action requested is for the Village Board to grant or deny the applicant's appeal of the 2024 Fire/EMS fee.

ANALYSIS

The owner submitted information that the area of the building for business purposes was 6,509 square feet. The ordinance allocates 1 ESE per 3,350 square feet of space for a building defined as commercial use. A commercial space of 6,509 square feet would receive an allocation of 1.94 ESE. The ordinance does not allow for the assignment of partial/fractional ESE's so that number would be rounded up to 2 ESEs.

If the owner was charged one ESE for the dwelling unit and the commercial space was charged for 2 ESEs it would be a total of 3 ESEs amounting to \$1,317.00.

Attachments:

1. Original packet info from hearing dated June 3, 2025.
2. 205 Prospect Ave Hand-Drawn Site w Dimensions of First Floor (Yonke & Son Business Use)
3. 205 Prospect Ae Hand-Drawn Site w Dimensions of Second Floor (residential use)
4. 2024 Fire/EMS Fee Waiver Appeal Yonke & Son Funeral Home Notice of July 15 Hearing Continuance.



To: Jeff Knutson, Village President
Members of the Village Board

From: Matt Heiser
Village Administrator

Date: May 29, 2025

Re: June 3, 2025 Special Village Board Meeting Agenda Item 2(b)
Hearing on an Appeal of the 2024 Fire-EMS Protection Fee Filed by JM 1405 LLC (c/o Kevin Yonke) Regarding Real Property Located at 205 Prospect Ave (Yonke & Son Funeral Home) and having Tax ID No PWV 0896069 and Possible Action Thereon.

BACKGROUND

Village ordinance Chapter 93, establishing the Fire/EMS Protection Fee, allows property owners to file an appeal for the fee. The annual fee is based on a methodology using Emergency Service Equivalents (ESEs) assigned to each parcel as provided in the ordinance. Property owners can appeal the determination of ESEs assigned to their property or the amount of the special charge associated therewith. Per the ordinance, the appeal must be in writing, specify the grounds for the challenge to the amount of ESEs, and state the amount of the fee that the applicant considers to be appropriate. The appellant has an opportunity to present evidence in support of their appeal at a hearing held before the Village Board. The Public Works and Safety Committee role is to review the appeal materials submitted and make a recommendation to the Village Board on whether to grant or deny the appeal for the Village Board's consideration during its formal hearing of the appeal request. The Village Board determines at their hearing whether the number of ESEs assigned is fair and reasonable in accordance with the terms of the Fire and EMS Fee Ordinance and whether or not a refund is due to the appellant.

There were three applicants who satisfied the requirements to appeal the Fire/EMS fees as defined in the Village ordinance.

<u>Owner Name</u>	<u>Address</u>
KKNN Quail LLC	1088 Quail Court (Quail Pointe Apartments)
Hawthorne Place LLC (c/o Michael Heise)	1105 Hawthorne Place
JM 1405 LLC (c/o Kevin Yonke)	205 Prospect Ave (Yonke & Son Funeral Home)

Yonke & Son Funeral Home was one of the two applicants who chose to waive the preliminary hearing before the Public Works and Safety Committee as the Village has agreed to allow in the past.

ACTION REQUESTED

The action requested is for the Village Board to grant or deny the applicant's appeal of the 2024 Fire/EMS fee.

ANALYSIS

The process as defined in the ordinance is for Village staff to perform a review of the fee when the request for appeal is received. The Village Administrator confirmed that the parcel was correctly classified and charged the correct number of Emergency Service Equivalents (i.e. ESEs).

Attachments:

1. 2024 Fire/EMS Fee Waiver Appeal from Yonke & Son Funeral Home.
2. 2024 Fire/EMS Fee Waiver Appeal Response to Yonke & Son Funeral Home.
3. 2024 Fire/EMS Fee Waiver Appeal Letter to Yonke & Son Funeral Home Time-line.
4. 2024 Fire/EMS Fee Waiver Appeal Yonke & Son Funeral Home Notice of May 20 Hearing.
5. Copy of Chapter 93 – Village of Pewaukee Municipal Code.



F U N E R A L H O M E

205 Prospect Avenue
Pewaukee, Wisconsin 53072
(262) 691-1900
Fax (262) 691-5014

Village of Pewaukee

January 14, 2025

235 Hickory St.

Pewaukee, WI 53072

I am writing this appeal to you, the Village of Pewaukee Board to appeal the amount of the fire/ems fees on my residence/business located at 205 Prospect Ave. It is the Yonke & Son Funeral Home. The main level is the only area used in the business. The upper level is my residence where I live and grew up. The basement is my late father's and my workshop used to do anything that we could dream up. The funeral home is only maybe utilized 10 times a year for an actual funeral. Since the covid pandemic with all the restrictions it brought, where funeral gatherings were not allowed, families sought alternatives to the traditional funeral. A one-day service at a church or a Celebration of Life which is what most families we serve do now. The celebration is not held at the funeral home or does the funeral home have any involvement in it. So in reality the funeral home is rarely used for it's intended purpose. The only pedestrian traffic is that of families planning a funeral. In our almost 68 years of serving Pewaukee, we have had to only call on the Fire/EMS once. We are being accessed \$2195.00 for fire/ems services. We have a lot that is 0.265 of an acre and our assessed value is \$641,600.00. Now in comparison, 206 Oakton Ave. which is a business with residence above pays \$878.00 fire/ems. Another property located at 1045 Hickory St. is 10.0784 acres and has a building on it which is close to 250,000 sq. ft. The building is used to store boats, cars, rv's and many other recreational items. These stored items have a common denominator. They use gasoline. The property is assessed at \$4,252,800 and the fire/ems fees are \$2634.00. I feel that for us with the funeral home which is an unique property that a fee of \$878.00 would be amicable. The business like 206 Oakton Ave. paying \$439.00 and the residence like 206 Oakton Ave. paying \$439.00 for a total of \$878.00.

Thank you,



February 5, 2025

JM 1405 LLC
c/o Kevin and Juliann Yonke
205 Prospect Ave.
Pewaukee, WI 53072

Re: Village of Pewaukee Fire and EMS Fee Appeal – PWV0896069

Dear Mr. Yonke:

This letter is in response to your appeal of the Village of Pewaukee's Fire and EMS Fee included on your 2024 Real Property Tax Bill. Your appeal was filed with the Village Administrator by letter dated January 8, 2025.

Pursuant to Section 93.105 of the Municipal Code of the Village of Pewaukee, upon receipt of a petition and appeal of the Fire and EMS Fee, the Village Administrator "shall review the petition and make a determination if there is an error in any order, decision, or determination made pertaining to the calculation of ESEs" and further shall provide such determination to the applicant in writing. "ESE" is defined by Section 93.101 of the code as an Emergency Service Equivalent. The Village Administrator's review is solely limited to the criteria above.

Your parcel, PWV0896069 was classified as Commercial Property, with building square footage calculated at 15,520 square feet according to Village records. "Commercial" property as defined by Section 93.101(j) of the Municipal Code of the Village of Pewaukee includes "properties zoned B-1 community business district, B-2 downtown business district, B-3 office and service district, and B-4 business park district." A review of the current Village of Pewaukee zoning map indicates that your parcel is zoned at B-2 downtown business district. While I understand your position that the facility at 205 Prospect Avenue is not conducting the level of commercial activity it once did, that position does not reflect the current zoning of the property as B-2 downtown business district, and by extension the definition included in Chapter 93 of the Village Code.

Section 93.104(a)(2) of the Municipal Code of the Village of Pewaukee, as amended, provides that commercial properties shall be assessed one ESE per 3,350 square feet. Village records indicate the building square footage on the above referenced parcel is 15,520 square feet. In dividing the square footage against the ordinance calculation provided, the calculation finds that your property would be assigned 4.63 ESEs under the ordinance methodology. As the ordinance does not provide for fractional emergency service equivalents, this determination is rounded up to 5 ESEs, which is what was assigned to your parcel. After reviewing the ESE methodology provided for in Pewaukee



Municipal Code Section 93.104 it is my determination that the calculation and assignment of ESEs to your property is correct and consistent with the methodology provided by our code.

Section 93.105(d) allows you to appeal my determination to the Public Works and Safety Committee for recommendation to the Village Board. The Village Board shall then hear and decide appeals made on the basis other than an alleged error in the determination of residential ESE or building square footage ESE determination. The Board's review is limited to determining whether the number of ESEs assigned is fair and reasonable in accordance with the terms of this ordinance and, in the event an appeal is granted, whether or not a refund is due the appellant and the amount of the refund.

Please be advised the Municipal Code of the Village of Pewaukee provides any appeal of my determination to the Village Board must be filed with the Village Clerk, in writing, no later than thirty (30) calendar days from the date the enclosed decision was mailed to you. Untimely appeal requests will not be processed.

Should you wish to appeal my determination, the Village is willing to waive any hearing and recommendation from the Public Works and Safety Committee and proceed directly to a hearing at the Village Board. If you are in agreement with that procedure and wish to pursue further appeal, please review, sign, and return the enclosed waiver to me along with your written intention to proceed with appeal to the Village Board so we may process the same.

Should there be any questions, please do not hesitate to contact me. Thank you for your consideration of this matter.

Sincerely,

VILLAGE OF PEWAUKEE

Matt Heiser, Village Administrator



WAIVER OF HEARING AT PUBLIC WORKS AND SAFETY COMMITTEE

I, KEVIN YONKE, have filed an appeal of the Fire and EMS Fee Emergency Services Equivalence pursuant to Village of Pewaukee Municipal Code Section 93.105. I hereby knowingly waive any hearing in front of or recommendation from the Village of Pewaukee Public Works and Safety Committee, only to the extent such hearing or recommendation is required as part of an appeal pursuant to Section 93.105 of the Municipal Code of the Village of Pewaukee. Further, I consent to my appeal being heard directly by the Village Board of the Village of Pewaukee pursuant to Municipal Code Section 93.105(d) and (e).

Date: _____

JM 1405 LLC

Kevin Yonke



March 20, 2025

JM 1405 LLC
c/o Kevin and Juliann Yonke
205 Prospect Ave.
Pewaukee, WI 53072

Re: Status Update of Fire/EMS Fee Appeal for PWV 0896069

Dear Mr. Yonke,

The Village received your response to waive the appeal hearing before the Public Works and Safety Committee and go directly before the Village Board. The next step is to schedule a hearing date for the Village Board to consider your appeal. This is a courtesy letter to lay out the envisioned time-line for this process to unfold.

The Village Board will be receiving two new members for their regular meeting on April 15. Staff is recommending that the hearing be scheduled after the new members take their seats so that they have time to become informed on the topic.

You will be receiving a letter from the Village when the hearing is scheduled which we would anticipate being in early May to accommodate the new members.

Please feel free to contact me with any questions. Thank you for your patience,

Sincerely,

A handwritten signature in blue ink that reads "Matt Heiser". The signature is written in a cursive style.

Matt Heiser
Village Administrator



JM 1405 LLC
c/o Kevin and Juliann Yonke
205 Prospect Ave.
Pewaukee, WI 53072

May 7, 2025

Dear Mr. and Mrs. Yonke,

By copy of this letter, the Village of Pewaukee hereby provides you notice that the Village Board of the Village of Pewaukee has scheduled a Special Board Meeting for Tuesday, May 20, 2025 commencing at 5:00 p.m., for purposes of a hearing on an appeal of the 2024 Fire and EMS Protection Fee filed by Kevin Yonke regarding real property located at 205 Prospect Ave – tax key number PWV0896069. This notice is being provided in compliance with Village of Pewaukee Municipal Code Section 93.105, which requires that the Board provide notice to the appellant at least five (5) business days prior to a hearing on an appeal.

As to the hearing procedure, I would direct you to Village of Pewaukee Municipal Code Section 93.105(e) for more information.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Matt Heiser".

Matt Heiser
Village Administrator

Chapter 93 FIRE-EMS PROTECTION FEE

Sec. 93.100. Purpose and intent.

- (a) Adequate and sustainable funding is essential for life-safety related services. A fire-EMS protection fee apportioned to all properties provides a sustainable source of funds for the provision of fire-EMS services to all properties within the Village of Pewaukee.
- (b) The village board reviewed funding options for fire-EMS service funding provided under contract with the City of Pewaukee, including a fee charged to all properties within the village, during 2023 and determined that establishment of a fee charged to properties based on property usage and call volume is the most appropriate method to provide the necessary funds. The village board further concluded through the study that the costs incurred by the village in contracting fire-EMS services would be recovered through assessments to properties in proportion to the benefit received by the demand for service as reflected in the calls from service from each respective property class.
- (c) In creating this chapter, the village is acting pursuant to authority granted by Chapters 61 and 66 of the Wisconsin Statutes, including but not limited to Wis. Stats. §§ 66.0301 and 66.0627.
- (d) The village board shall review the fire-EMS protection fee at least every five years to evaluate the success of the activities funded and the appropriateness of the rate structure. The first review shall occur by or before June 30, 2026.

(Ord. No. 2023-22, § 1, 11-17-2023)

Sec. 93.101. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) "Department" means City of Pewaukee Fire Department.
- (b) "Emergency service equivalent" or "ESE" means the base amount used to calculate the amount of fees charged to each single-family/duplex property, regardless of size or value.
- (c) "Developed property" means a parcel or legal portion of real property, on which an improvement exists or has been constructed.
- (d) "Services" means the fire and EMS services provided to the Village of Pewaukee by the City of Pewaukee or another entity.
- (e) "Village" means the Village of Pewaukee, Waukesha County, Wisconsin.
- (f) "Single-family/duplex" means single-family homes and duplexes as a 1- and 2- family home.
- (g) "Multi-family" includes apartments and condominium complexes.
- (h) "Senior living" includes residential care facilities, care facilities and senior living residential developments which are marketed and/or limited to residents 55 years of age or older.
- (i) "Care home" includes residential board and care or 24-hour care nursing homes, where care is provided for four or more persons.

-
- (j) "Commercial" includes properties zoned B-1 community business district, B-2 downtown business district, B-3 office and service district, and B-4 business park district.
 - (k) "Industrial" includes properties zoned B-5 light industrial district.
 - (l) "Open space" may include the portion of a single lot outside of the development envelope that is characterized by important natural resources and/or may encompass the contiguous boundaries of important natural resources located on multiple lots.
 - (m) "Right-of-way" is an area of real property in which the village has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way.

Sec. 93.102. Authority.

- (a) This chapter is enacted pursuant to Wis. Stats. §§ 61.65, 66.0301, and 66.0627 and other applicable laws for the purpose of providing the funding for the services within the village. The recitals set forth herein are incorporated by reference as though more fully set forth herein.

(Ord. No. 2023-22, § 1, 11-17-2023)

Sec. 93.013. Geographic application.

- (a) This chapter applies to all developed property located within the village.

(Ord. No. 2023-22, § 1, 11-17-2023)

Sec. 93.104. Annual fire/EMS protection fee.

- (a) There is hereby imposed upon every developed property described in section 93.103 above an annual fee for the provision of fire and EMS services to such real property. Such fees shall be annually established by the village by means of adoption of a fee schedule by resolution of the village board on or before the last Tuesday of November of each year commencing with the year 2023. The fee charged shall be sufficient in the amount to allow the village to pay in its entirety the amount of the village's contract for the receipt of fire and EMS services. With respect to the annual fees, the following shall apply:
 - (1) Annual fees shall be based on a methodology utilizing ESEs. The total amount of the required contract for services for any year shall be divided by the total number of ESEs located within the village to arrive at a stated dollar amount per single ESE.
 - (2) Each tax key parcel within the village shall be assigned a number of ESEs by the village as follows:
 - a. Single-family/duplex—1.0 ESE (per unit)
 - b. Multi-family—1.0 ESE (per unit)
 - c. Senior living—1.0 ESE (per unit)
 - d. Care home—1.0 ESE (per unit)
 - e. Commercial—1 ESE per 3,350 sq. ft.
 - f. Industrial—1 ESE per 31,000 sq. ft.
 - g. Institutional—1 ESE per 6,500 sq. ft.

-
- (3) Fire/EMS protection fees shall be included on the annual property tax bills as a special charge in accordance with Wis. Stats. § 74.01. Payments shall be paid in full by January 31 and any unpaid fee shall be considered delinquent and subject to interest and penalties. A delinquent special charge becomes a lien on the property against which it is imposed as of the date of delinquency. The delinquent special charge shall be included in the current or next tax roll for collection and settlement. All special charges that become delinquent shall be paid, together with interest and penalties, to the county treasurer in accordance with Wis. Stats. § 74.11(11).

- (4) The village may collect delinquent special charges in any other manner provided for by law.

(Ord. No. 2023-22, § 1, 11-17-2023; Ord. No. 2024-07, § 1, 11-6-2024)

Sec. 93.105. ESE appeals.

- (a) Any person aggrieved by the determination of ESEs applicable to the real property of such person or entity or as to the amount of the special charge associated therewith may file a written appeal to the village clerk. The written appeal shall specify the grounds for the challenge to the amount of the ESEs and shall state the amount of fee that the appellant considers to be appropriate.
- (b) Such petition shall be made in writing and be filed with the village clerk within 30 days of the receipt of the bill.
- (c) The appeal must specify the basis for the appeal and may include dwelling unit documentation for residential ESE determination or building square footage documentation for non-residential ESE determination.
- (d) The village administrator shall review the petition and make a determination if there is an error in any order, decision or determination made pertaining to the calculation of ESEs. Once a determination has been made on a calculation, no additional request may be filed for the same developed property unless there has been a significant material change from the prior determination. The decision of the village administrator shall be provided in writing to the applicant. A property owner may appeal the decision of the village administrator to the public works and safety committee for a recommendation to the village board. The appeal must be filed in writing to the village clerk within 30 calendar days from the date the decision of the village administrator was mailed to the property owner.
- (e) The village board, upon review and recommendation of the public works and safety committee, shall hear and decide appeals made on the basis other than an alleged error in the determination of residential ESE or building square footage ESE determination. The board shall determine whether the number of ESEs assigned is fair and reasonable in accordance with the terms of this ordinance and, in the event the appeal is granted, whether or not a refund is due the appellant and the amount of the refund. The board shall conduct a hearing and provide notice to the appellant at least five business days prior to the hearing. The applicant shall be afforded the opportunity to be heard and to present evidence in support of their appeal. The village administrator shall provide evidence in support of how the original assessment was made. The board shall render a written decision based upon the evidence presented.

(Ord. No. 2023-22, § 1, 11-17-2023)

Sec. 93.106. Severability.

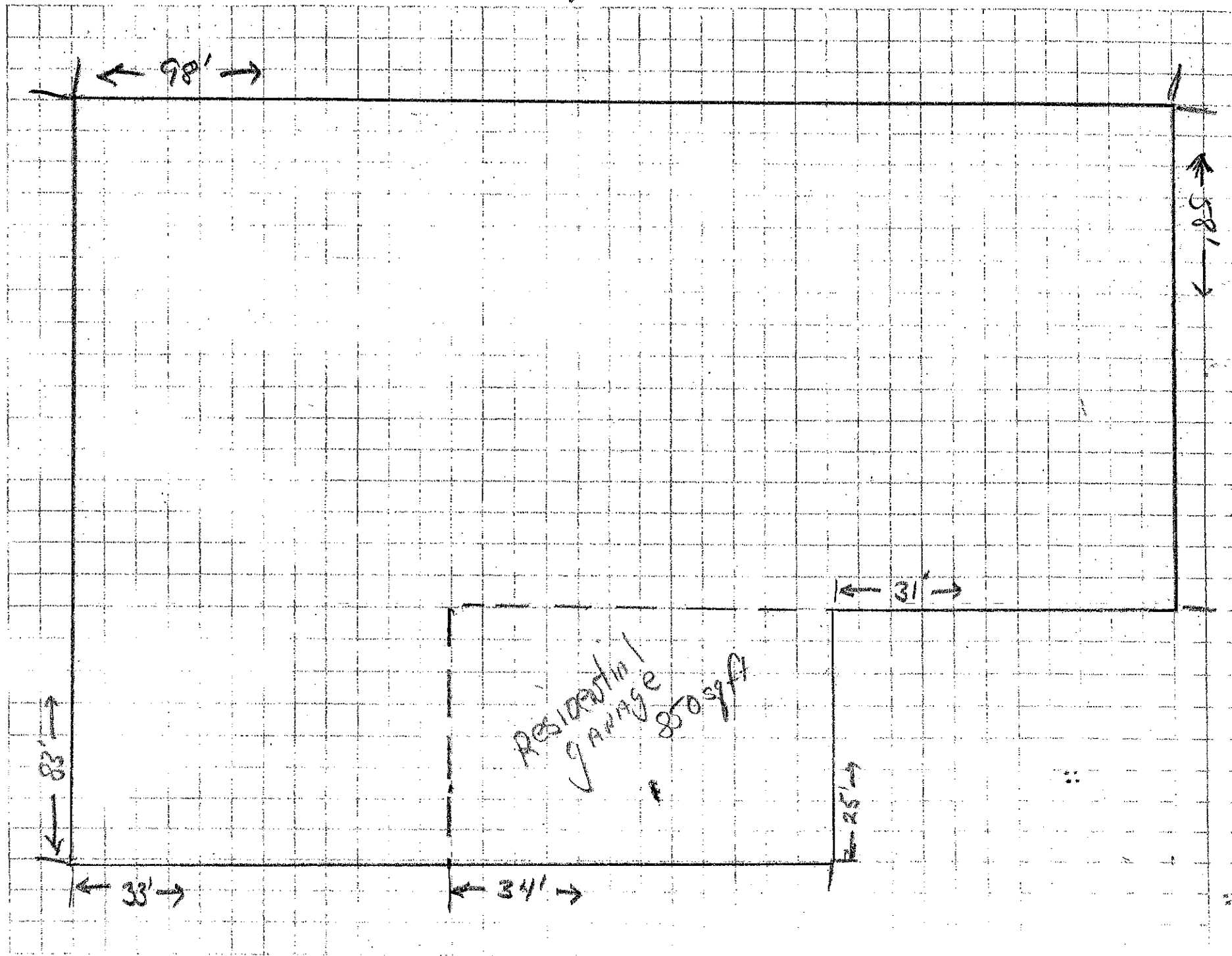
- (a) In any provision, paragraph, word, section, or article of this chapter is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, section, and chapters shall not be affected and shall continue in full force and effect.

(Ord. No. 2023-22, § 1, 11-17-2023)

Prospect Ave

print-graphic-page-1200

1884



Prospect Ave.

print-graph-0-500-1-200

garage less #1

$$\begin{array}{r}
 98' \times 83' = 8134 \text{ sq ft} \\
 34' \times 25' = - 850 \text{ sq ft} \\
 25' \times 31' = - 775 \text{ sq ft} \\
 \hline
 6509 \text{ sq ft}
 \end{array}$$

Residential
Garage 850 sq ft

#1

2nd



JM 1405 LLC
c/o Kevin and Juliann Yonke
205 Prospect Ave.
Pewaukee, WI 53072

June 4, 2025

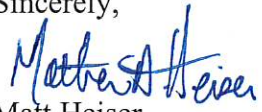
Dear Mr. and Mrs. Yonke,

By copy of this letter, the Village of Pewaukee hereby provides you notice that the Village Board of the Village of Pewaukee has scheduled a continued hearing for July 15, 2025 during their regular Village Board meeting commencing at 6:00 p.m., for purposes of receiving and consideration of additional information on an appeal of the 2024 Fire and EMS Protection Fee filed by Kevin Yonke regarding real property located at 205 Prospect Ave – tax key number PWV0896069. This notice is being provided in compliance with Village of Pewaukee Municipal Code Section 93.105, which requires that the Board provide notice to the appellant at least five (5) business days prior to a hearing on an appeal.

The Village Board specifically requested the square footage of your building at 205 Prospect Avenue including a breakdown of commercial space for the funeral home and the residential unit. Please provide that information to the Village Administrator at your earliest opportunity. You should expect that the hearing will continue as scheduled on July 15, 2025 even if you cannot attend or if you have not provided the information requested.

Thank you for your attention to this matter.

Sincerely,


Matt Heiser
Village Administrator



To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 9, 2025

Re: July 11, 2025 Village Board Agenda Item 7(b)
Review, discussion, and possible action to approve the written decision regarding KKNN Quail LLC's Petition Appealing the 2024 Village of Pewaukee Fire – EMS Fee Assessment for real property located at 1088 Quail Court and having Tax ID No. PWV 0903106.

BACKGROUND

Attached for your review and consideration please find a draft of the written determination related to KKNN Quail LLC's appeal of the 2024 Fire & EMS Fee Assessment prepared by Village Attorney Matt Gralinski.

ACTION REQUESTED

The action requested of the Village Board is to review the draft of the determination prepared by Village Attorney Matt Gralinski and, if the Village Board believes it is consistent with the vote taken at the June 17, 2025 hearing, the Village Board should vote to approve the determination.

ANALYSIS

None.

Attachments:

1. Draft Written Decision Regarding KKNN Quail, LLC 2024 Fire and EMS Fee Appeal

DECISION ON KKNN QUAIL, LLC'S PETITION APPEALING 2024 VILLAGE OF PEWAUKEE FIRE – EMS FEE ASSESSMENT

The Village Clerk of the Village of Pewaukee is in receipt of a Petition dated January 8, 2025, and a further request for hearing by the Village Board dated March 6, 2025 (together the “Petition”). The Petition was submitted pursuant to Village of Pewaukee Code Section 93.105 as an appeal of the 2024 Fire – EMS Fee assessed on real property located at 1088 Quail Ct., Pewaukee, Wisconsin 53072, having Tax Key No. PWV0903106 (hereinafter the “Property”).

Upon receipt of the Petition, pursuant to Code Section 93.105(e), the Petition was first referred to the Village Public Works and Safety Committee for recommendation to the Village Board. The Petitioner declined to waive this procedural step. The Petition was considered by the Public Works and Safety Committee during its Regular Meeting on May 13, 2025. The Petitioner KKNN Quail LLC appeared by representative James Cadd at such meeting and was afforded an opportunity to make a presentation to the Public Works and Safety Committee in support of the Petition, before the Committee deliberated its recommendation. The Public Works and Safety Committee unanimously adopted a motion to recommend denial of the appeal contained in the Petition.

After rendering of the Public Works and Safety Committee’s recommendation, a hearing was scheduled in accordance with Village of Pewaukee Code Section 93.105(e) for the Village Board to consider the Petitioner’s appeal of the 2024 Fire – EMS Fee assessed on the Property, which hearing took place on June 17, 2025, after having been previously adjourned at the request of Petitioner on June 3, 2025.

At the June 17, 2025 hearing, Attorney Joshua Konopacki of Cramer Multhauf LLP, appeared and presented the position of the Petitioner, which comments included, in the pertinent part, the following:

1. The Property is located at 1088 Quail Court.
2. The current implementation of the Fire and EMS Ordinance and ESE is unjust and not transparent.
3. The Fee is based on an allocation of calls for service that does not reflect such things as idle time or Fire and EMS calls to rights of way. Those calls are improperly assessed to properties which do not receive the calls.
4. There is no distinction between Fire calls and EMS calls, or more intensive and less intensive call types. Total fire calls are less than EMS calls, and there are different call rates between the two.
5. The count of single family properties in the Village improperly counts condominiums and apartments.

6. The fee's methodology is based on past years and past calls for service, which are improperly used to predict future service needs.
7. Changes to reduce the ESE assignment for certain properties from 4.75 to 1.00 were made arbitrarily.
8. The Petitioner's position is that 0.50 ESE would be a proper assignment for the Property, citing similar and comparable assignment in the City of Delafield.
9. The written submissions dated January 8, 2025, and March 6, 2025, were acknowledged and made part of the record.
10. Additional written materials were submitted to the Clerk and made a part of the record including:
 - a. A letter from Attorney Konopacki to the Village Board dated June 17, 2025, summarizing the Petitioner's primary complaints with Chapter 93 of the Village Code.
 - b. Exhibit 1 to such letter, that being as copy of a memorandum from the Village Administrator to the Village Board dated October 11, 2024.
 - c. Exhibit 2 to such letter, that being a copy of an undated spreadsheet.
 - d. Exhibit 3 to such letter, that being a copy of an undated list of incident types and counts.
 - e. Exhibit 4 to such letter, that being a copy of Wisconsin DOR Form C 672270, Section H, 2023 Revenues Intergovernmental Charges for Services and Section I, 2023 Revenues Miscellaneous Revenues and Other Financing Sources.

The Village Board then heard from Village Administrator Matt Heiser at the June 17, 2025, hearing, who provided the following information:

1. That the Village Administrator conducted an assessment and review pursuant to Section 93.105(d) of the Village Code and found no error in the determination of ESEs as to the parcel located at 1088 Quail Ct., Pewaukee, WI 53072.
2. The Property is zoned IPS – Institutional. The Property was classified as “senior living” as it is a senior living residential development marketed and/or limited to residents 55 years of age or older. Pursuant to Code Section 93.104, properties classified as senior living are assigned 1.0 ESE per unit. Property records indicate, and the Petitioner confirmed at the Public Works and Safety Committee, that the Property contains 135 units. 135 ESEs were assigned to the Property.
3. Administrator Heiser confirmed the Public Works and Safety Committee recommended denial of the appeal at its May 13, 2025 regular meeting.

The presentation of evidence having been concluded, the Village Board considered the evidence presented. The Board confirmed that the fee assessed in 2024 correctly accounted for the revisions to the Ordinance made in 2024 whereby 1.0 ESE is assigned to each unit in a Senior Living property. The Property appeared to have been properly classified as Senior Living based on the definition included in the Ordinance and actual use. Discussion was had on whether the number of ESEs assigned was fair and reasonable in alignment with the terms and conditions of the Ordinance. Several Board members commented that 1.0 ESE per unit was fair and reasonable in

accordance with the Ordinance as currently written. Another Board member commented that no evidence had been presented to suggest that a departure from the ordinance requirement of 1.0 ESE was necessary. While the Petitioner raised concerns with the implementation of the fee at large, the Board did not find that the fee assessed to the Property at issue in this appeal was unfair, unreasonable, or not in accordance with the terms of the Ordinance.

At the conclusion of deliberation and consideration of the evidence presented, a Motion was made by Trustee Rohde, seconded by Trustee Stauff, to deny the appeal contained in the Petition based on a finding that the calculation of ESEs was correct and equitable in their application. The Motion was adopted by the Board unanimously.

The appeal having been denied by action of the Village Board on June 17, 2025, the assessment of the 2024 Fire and EMS Fee on the Property is upheld. Pursuant to Village of Pewaukee Municipal Code Section 93.105(e), the Village Board of the Village of Pewaukee hereby renders this written decision based on the evidence presented to the Village Board of the Village of Pewaukee during the hearing on the Petition. The Village Clerk is hereby directed to provide a copy of the written decision to the Petitioner via U.S. mail.

Dated this _____ day of July, 2025.

VILLAGE OF PEWAUKEE:

VILLAGE OF PEWAUKEE:

By: _____
Jeff Knutson, President

By: _____
Jenna Peter, Clerk



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

Memo

To: Jeff Knutson, President
Village Board
Matt Heiser, Village Administrator

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

Date: July 9, 2025

Re: Agenda Item 8(a), July 15, 2025 Village Board Meeting – Review, discussion and possible action to approve construction services contract with RA Smith for the 2025 Road and Utility Improvements Project

BACKGROUND

The Village approved the 2025 Road and Utility Improvements project at the meeting on June 17, 2025. The Village contracted with RA Smith for design of the drawings and specifications. The work needs to be properly survey staked out, installed in accordance with the drawings and specifications, and inspected and measured for payment during construction. As part of the WDNR approval of the project, the WDNR also requires that the Village observe testing of certain components of the water main installation as part of the construction to make sure the project is in substantial conformance with the plans and specifications. Sidewalk ramps also have to be installed in accordance with ADA design criteria and inspected. Coordination with adjacent property owners and businesses during the project will be needed.

ACTION REQUESTED

The action requested of the Village Board is to review and consider approval of the attached construction services contract with RA Smith as stated in the attached proposed contract for \$91,000.00.

ANALYSIS

RA Smith proposes to provide coordination of the construction contract documents, general contract administration, conduct the preconstruction meeting, review submittals, review erosion control, provide schedule updates, perform site visits, prepare the punchlist, project closeout, observe construction, prepare record drawings, and provide staking for water main, storm sewer, saw cuts, roadways, driveways, and sidewalks.

RA Smith estimated the fees to be approximately \$66,000 for construction inspection, \$12,750 for construction administration, and \$12,250 for construction staking for a total of \$91,000.00.

Recommendation:

C:\Users\DPW\OneDrive - Village of Pewaukee (1)\Documents\CIP Projects and Planning\2025 Street and Utility Improvements\Agreement

RA Smith has successfully performed this type of inspection work for the Village in the past. I recommend the Village Board approve the \$91,000.00 contract with RA Smith as described in attached 2025 Road and Utility Improvements Program Construction Services Proposal dated July 8, 2025.

The project is anticipated to begin during July and be substantially completed by October 1, 2025.

Attachments:

1. RA Smith 2025 Road Projects Proposal

July 8, 2025

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

Re: Proposal for 2025 Road and Utility Improvements 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 the Village of Pewaukee on this project. We strive to develop a long-term, mutually beneficial relationship with our clients and are committed to understanding your challenges and developing solutions that meet your needs.

Scope of Services

raSmith will provide construction services for this project consisting in part of approximately: 690 LF pavement sawing, 8,300 SY pulverizing, 5,800 SF remove and replace sidewalk with detectable warning fields, 920 LF remove and replace concrete curb and gutter, 1,680 SF of concrete driveway approaches, 2,900 tons HMA pavement, 1,680 tons base aggregate placement, 1,270 LF of water main, 3 hydrant assemblies, 245 LF of HDPE water services, 7 sanitary manhole chimney repair/rebuilds, 10 storm structure chimney repair/rebuilds, 7,110 LF pavement markings, restoration, erosion control and traffic control.

The proposed services include:

Construction administration coordination of the construction contract documents, general contract administration, conduct the preconstruction meeting, submittal reviews, perform spot checks during erosion control installation, provide schedule updates, perform visits throughout construction to ensure work is progressing as specified in the project specifications, punch list preparation and project closeout.

raSmith will provide construction observation when the contractor is on site performing work. Observations will be documented in electronic format and a .pdf copy will be e-mailed to Village staff.

Record drawings for the water main and storm sewer will be completed upon project completion.

Staking for the water main, storm sewer, saw cuts, roadways, driveways and sidewalks will be completed as required.

Completion Schedule

Work is anticipated to start and be completed during the 2025 construction season.



Mr. David Buechl, P.E., P.L.S., Director of Public Works/Village Engineer
Page 2 / July 7, 2025

Professional Fees

The above-described services will be provided on a time and expense basis. Fees will be invoiced monthly as the project proceeds.

The primary representative on site will be a Construction Technician supplied at a rate of \$125 per hour. A Construction Manager will be involved with the project at a rate of \$170 per hour. A CADD Technician will be involved with record drawings at a rate of \$125 per hour. A two-person survey crew will be required for staking at a rate of \$240 per hour (\$120 per person) and survey project manager at a rate of \$140 per hour.

The estimated cost to complete the above referenced activities is based on typical contractor production rates.

The estimated fees for this proposal are approximately \$66,000 for construction inspection, \$12,750 for construction administration and \$12,250 for construction staking.

Usual and customary expenses such as mileage, postage, delivery, and applicable taxes are included in the above estimate.

Client Responsibilities/Assumptions

- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 480 days.
- B. The hourly rates described above are subject to change on an annual basis.
- C. No additional Geotechnical work is included in this proposal.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement Between Client and Professional, and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with you on this project.

Sincerely,
raSmith

A handwritten signature in black ink that reads 'Jennifer Starr'.

Jennifer Starr, CISEC
Assistant Director of Construction Services

Enclosure: Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of July 8, 2025 ("Effective Date") between Village of Pewaukee ("Client") and R.A. Smith, Inc. ("Professional").

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

2025 Road and Utility Improvements Program ("Project").

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

Construction Services ("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: 2025 Road and Utility Improvements Program

Client: Village of Pewaukee

Professional: R.A. Smith, Inc.

By: _____

By: _____

Print name: _____

Print name: Jennifer Starr, CISEC

Title: _____

Title: Assistant Director of Construction Services

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

Village of Pewaukee

R.A. Smith, Inc.

1000 Hickory Street

16745 West Bluemound Road

Pewaukee, WI 53072

Brookfield, WI 53005

Client's Phone:

Professional's Phone: 262-901-2209

Client's Email:

Professional's Email: Jennifer.Starr@raSmith.com



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

Memo

To: Jeff Knutson, President
Village Board
Matt Heiser, Village Administrator

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

Date: July 9, 2025

Re: Agenda Item 8(b), July 15, 2025 Village Board Meeting – Review, discussion and possible action to approve Right of Entry License Agreement made by and between Soo Line Railroad Company doing business as Canadian Pacific with Village of Pewaukee for the 2025 Road and Utility Improvements Project.

BACKGROUND

The Village approved the 2025 Road and Utility Improvements project at the meeting on June 17, 2025. The project drawings include proposed work along Capitol Drive, Oakton Avenue, and W. Wisconsin Avenue that is also located within railroad right of way owned by Canadian Pacific.

ACTION REQUESTED

The action requested of the Village Board is to review and consider approval of the attached Right of Entry License Agreement made by and between Soo Line Railroad Company doing business as Canadian Pacific with Village of Pewaukee for the 2025 Road and Utility Improvements Project with the following recommendations from the Village Attorney:

1. Reduce the amount of liability coverage required in the agreement to the Village's existing policy of \$6,000,000.
2. Eliminate the requirement for the pollution control clause in the agreement.

ANALYSIS

This agreement is needed prior to completing the pavement milling and repaving work in the street. If the agreement is not approved then this area of pavement will not be repaved. The project scope includes that the Contractor has to coordinate railroad flagging as necessary during the project. The railroad requires that the Village have \$10,000,000.00 of liability insurance. The current policy of the Village contains coverage to \$6,000,000. The Village Attorney recommends amending the amount in the agreement to match the current coverage of the Village.

Recommendation:

I recommend the Village Board approve the attached Right of Entry License Agreement in the attached 2025 Road and Utility Improvements Program Construction Services Proposal dated July 8, 2025.

The project is anticipated to begin during July and be substantially completed by October 1, 2025.

Attachments:

1. License Agreement with Canadian Pacific

RIGHT OF ENTRY LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made by and between **Soo Line Railroad Company** doing business as Canadian Pacific and **Village of Pewaukee**.

1. PARTIES

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific with general offices at:

Address	Contact Info	
Canadian Pacific Plaza 120 South 6th St. – Suite 700 Minneapolis, Minnesota 55402	Name:	Greda Lynn
	Phone:	(612)258-6619
	Fax:	
	Email:	Greda.Lynn@cpkcr.com

hereinafter called “**CP**,”

and **Village of Pewaukee**, a Wisconsin municipality whose address is:

Address	Contact Info	
Village of Pewaukee 235 Hickory Street Pewaukee, WI 53072	Name:	David Buechl, P.E., P.L.S.
	Phone:	(262)691-5694
	Fax:	
	Mobile:	
	Email:	buechl@villageofpewaukee.wi.gov

hereinafter called “**Licensee**.”

2. PROPERTY; SCHEDULE; GRANT OF LICENSE

2.1 Property

CP hereby grants Licensee a license to enter in and upon certain property owned or controlled by CP in the **Village of Pewaukee, Wisconsin at W. Wisconsin Avenue (near railroad mile post 105.650) and at Capitol Drive/Oakton Avenue (near railroad mile post 105.190)** as shown upon the map(s) labeled **Exhibits 1A and 2A** respectively that is attached hereto and made a part hereof (the “**Property**”)

2.2 Work Schedule

for the sole for the purpose of performing, generally, the following activities: Removal of 2-inches of existing surface asphalt by milling, and the laying of 2-inches of new asphalt pavement in the area that has been milled, in that portion shown on the attached drawing(s) **Exhibits 1B and 2B** (the “**Work**”), as detailed in Licensee’s plans, specifications and special provisions. The Work is subject to approval by CP’s authorized representative.

2.3 Grant of License

This license is granted subject to all the terms and conditions set forth below and applies to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

2.4 Agreement to be Available at Work Site

Licensee shall keep a copy of this Agreement at the Work site and shall make it available upon demand by any employee or agent of CP.

3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

3.1 Term

The term of this Agreement shall

Commence at 12:01 am **on July 1, 2025** (the “**Commencement Date**”); and

Expire at 11:59 pm **on November 15, 2025** (the “**Expiration Date**”)

the “**Term.**” Upon agreement between CP and Licensee, the Term may be lengthened or shortened without affecting any other provisions of this Agreement.

3.2 Effective Date

This Agreement shall be effective upon the date that it has been signed by both parties.

3.3 Expiration

This Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this Agreement, the preceding sentence shall not terminate or limit any claim by CP against Licensee arising prior to the Expiration Date. If the Work includes monitoring wells, and if such wells remain on the Property after the Expiration Date, this Agreement shall remain in effect for those wells until the earlier of the following:

- (i) the date they are properly closed (*i.e.*, sealed and abandoned in accordance with applicable legal requirements) by Licensee or
- (ii) the date CP assumes ownership of such wells pursuant to section 10.8.

3.4 TERMINATION; EXCLUSION

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this Agreement is terminable by CP prior to the Expiration Date in the event Licensee breaches any of its obligations under this Agreement. The early termination of this Agreement shall not terminate or limit any claim by CP against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this Agreement, any employee or agent of CP may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon termination pursuant to this paragraph.

4. PAYMENTS

4.1 License Fee

In consideration of the permissions herein granted, Licensee shall with its execution hereof pay to CP the sum of **One Thousand Five Hundred Dollars (\$1,500.00)**.

4.2 Utilities

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal or any other service or commodity connected with the Work, collectively “**Utility Service.**” If any Utility Service fee is in common with CP or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay CP or such other party for its share. It shall be a

default of the terms of this license if it can be shown that Licensee has not made such payments within 30 days if due to CP, or within 60 days if payable to any other party.

4.3 Mechanics' And Materialmen's Liens

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CP, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CP against any Claims arising out of or connected with such lien.

4.4 Additional Charges

Licensee shall within 30 days of receipt of a bill therefor, pay to CP costs for flagging, track changes or damage, or other such charges as may be provided by this Agreement or that CP may reasonably impose in connection with Licensee's Work.

4.5 Due Dates; Penalties; Other Charges

4.3.1 Due Dates

Any item, submission or payment required to be made shall be deemed timely made if received by the other party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission or payment.

4.3.2 Late Fees

In addition to any amounts payable by Licensee to CP, Licensee shall pay CP a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CP's Accounting Department that is in effect at the time that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

4.3.3 Fines and Service Fees

In addition to any other amounts payable by Licensee to CP, Licensee shall pay CP for any bank fines or service incurred by it in connection with the handling, non-payment, return or currency conversion incurred by CP in connection with processing of any payment made by Licensee to CP.

4.6 Work At No Cost To CP

The Work completed by Licensee shall be performed at no cost to CP.

5. CONTACT, NOTICES, ETC.

5.1 Contact Persons; Communications

Communications pursuant to this Agreement shall be directed to the contact persons designated in Section 1 or their designees. Either party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other party.

5.2 Notices

Except as otherwise provided in this Agreement, all notices pursuant to this Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

5.3 Notification Prior To Beginning Work

Licensee must notify CP's contact person by telephone at least three working days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed.

6. PERMITTED & PROHIBITED USES; RIGHTS OF CP

6.1 Permitted Uses

6.1.1 *The Work*

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.2., or such other activities as may be approved by CP in writing.

6.1.2 *Government Authorities*

Licensee may permit governmental authorities other than Licensee with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CP (by telephone or other means calculated to bring the matter to CP's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities other than Licensee to enter the Property for any other purpose.

6.2 Prohibited Uses and Activities

Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this Agreement or as may be approved of in writing by CP. Specifically, Licensee shall not:

6.2.1 *Advertising*

permit any advertisements or signs upon the Property;

6.2.2 *Use of Hazardous Substances*

without prior written disclosure to and approval by CP, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

6.2.3 *Use of Premises for waste treatment or as storage or disposal facility*

cause or allow the Property or any of CP's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance; or

6.2.4 *Subleasing is prohibited*

sublease the Property or the permissions or rights herein granted in any manner or form.

6.3 Reservations and Rights of CP

6.3.1 *Railroad Activities Take Priority over Work*

All Work by Licensee shall always and all times be subordinate to the needs of CP in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

6.3.2 *Reservation of prior and future uses not inconsistent with Licensee's activities*

The rights herein granted to Licensee are subject to the rights granted in all other licenses, permits and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards and other improvements that exist or may be placed upon, across, above or underneath the Property by CP, or its employees, agents, licensees, grantees, representatives or invitees. Further, CP reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines,

sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

6.3.3 Monitoring

CP may elect to be present during the conduct of the Work and to monitor same.

7. COVENANTS, CONDUCT & RESPONSIBILITIES

7.1 Definitions

- 7.1.1 "Claim" or "Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);
- 7.1.2 "Environmental Law" or "Environmental Laws"** means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;
- 7.1.3 "Hazardous Substance" or "Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law;
- 7.1.4 "Release" or "Released"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;
- 7.1.5 "Response" or "Respond"** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;
- 7.1.6 "Use"** means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

7.2 Investigation; Compliance with Laws; Safety Requirements

7.2.1 Tenants and Licensees in possession of Property

Before entering the Property, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CP will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

7.2.2 Underground Utilities and Structures

- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
- b. Licensee shall call **CPCBYD “Canadian Pacific Call before You Dig”** at **1-866-291-0741 for Signal, Fiber Optics, and Power for CP Facilities on Canadian Pacific Right of Way and the STATE “ONE CALL”** a minimum of 5 business prior to commencing any excavation or boring on the Property.
- c. CP will cooperate with Licensee to identify the location of underground utilities and structures known to CP, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

7.2.3 Permits And Licenses; Compliance With Laws

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CP against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

7.2.4 Compliance with CP Safety Requirements; Identification

- a. While on the Property, Licensee shall comply with the safety requirements of CP, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CP. CP's safety requirements are set forth “**Exhibit C**” titled “**MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON CP PROPERTY IN THE UNITED STATES PROPERTY**” and in CP's current safety handbook. One free copy of the current safety handbook will be provided to Licensee by the CP contact person. Additional copies will be provided at Licensee's expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the CP safety requirements that would apply to a CP employee performing similar work.
- b. Prior to any entry onto the Property, Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to requirements for Canadian Pacific operations.
<if applicable>
- c. Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe safety training together with whatever additional identification materials that CP may reasonable require.

7.3 Work In Close Proximity To Railroad Operations; Drainage

7.3.1 Interference with Railroad Operations

Licensee shall keep CP fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CP's trains or equipment (or trains or equipment of others) operating on or near the Property.

7.3.2 Clearance

No work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advance notification to CP prior to performing such work or placing such equipment or obstruction.

7.3.3 Flagging

Licensee must make arrangements with CP for such flagging or watchman service as CP deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be provided by CP at Licensee's expense. The fact that CP provides such service shall not relieve Licensee from any liability under this Agreement. CP's labor and material additives are subject to change without notice to Licensee, and CP shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

7.3.4 Certain Work Close To Track Not Permitted; Lateral Support

- a. Unless otherwise agreed to in writing by CP, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks.;
- b. Unless otherwise agreed to in writing by CP, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;
- c. In the event that CP permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CP any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

7.3.5 Storm Water

Licensee shall not, without the advance written approval of CP, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, as between CP and Licensee it is understood and agreed that Licensee shall, at Licensee's cost and expense, be responsible for the construction, maintenance, repair and replacement upon the real property or other land not belonging to CP such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related to improvements required for Licensee's compliance with this section.

7.3.6. Fencing <If applicable>

Licensee shall, at no cost to CP, construct and maintain during the term hereof a fence acceptable to CP in the location(s) designated on Exhibit A. Following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

7.4 Conduct

7.4.1 Property clean, safe and free from nuisances

Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

7.4.2 Release of Hazardous Substances

Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

7.4.3 Response Actions

Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of Licensee (or Licensee's employees, agents, representatives or invitees) that could:

- a. give rise to any Claim under any Environmental Law,
- b. cause a public health or workplace hazard, or
- c. create a nuisance.

7.5 Required Notices/Disclosures

7.5.1 Transportation and Disposal Contracts

Licensee shall, upon written request by CP, provide CP with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that Licensee has complied with all Environmental Laws relating to the Property

7.5.2 Releases or Suspected Releases

Licensee shall promptly notify CP of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

7.5.3 Notices, summons citations, etc.

Licensee shall promptly provide CP with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:

- a. any Release of a Hazardous Substance on, to or from the Property,
- b. the imposition of any lien on the Property, or
- c. any alleged violation of or responsibility under any Environmental Law relating to the Property.

7.5.4 Other Reports

Licensee shall, at CP's option, provide CP, at no cost to CP, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency, other than Licensee, acting in a regulatory capacity, other than Licensee, then Licensee shall also give CP a reasonable time (not less than 5 working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due consideration to CP's comments with respect to the draft of that Report. Licensee will promptly provide CP with a copy of any final Report.

7.6 CP's right to Participate in Response Actions

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in section 7.5.3 in connection with any action taken pursuant to section 7.4.3, Licensee shall notify CP of any and all investigations,

telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CP to at least the same extent as Licensee.

7.7 Restoration of Property

Upon completion of the Work or expiration or early termination of this Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CP). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CP and in accordance with all applicable laws, all at no expense to CP.

8. LIABILITY

8.1 Damage to CP Tracks, Facilities, and Equipment

If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after CP shall tender a bill therefor.

8.2 Assumption of Risk

Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by CP or third persons, and Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

8.3 Indemnity

To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages, penalties, fines, and sanctions (collectively, "Claims") arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually arises in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this Agreement, or the exercise by Licensee of the license granted by this Agreement. As used in this Agreement, Indemnified Parties means the following businesses and their officers, directors, employees, and agents: Soo Line Corporation, Soo Line Railroad Company, Delaware and Hudson Railroad Corporation, Dakota, Minnesota and Eastern Railroad Corporation, Soo Line Corporation, Wyoming, Dakota Railroad Properties, Inc., Central Maine & Quebec Railway, The Milwaukee Motor Transportation Company, Hiawatha Transfer Company, and Canadian and Pacific Railway Company, and their respective parent companies, subsidiaries, and affiliated companies, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property,

together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

9. INSURANCE

Licensee shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to CP, policies of:

- (a) **Commercial General Liability (C.G.L.)** insurance with a limit of not less than Ten Million Dollars (\$10,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following: **NOTE – For large projects that are high risk, please confirm with Risk Management whether \$10M CGL is sufficient or if a higher limit and/or additional requirements are necessary.**
 - (i) CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;
 - (iv) broad form products and completed operations;
 - (v) sudden and accidental pollution liability, if applicable;
 - (vi) shall not exclude property damage due to explosion, collapse, and underground hazards; and
 - (vii) shall not exclude operations on or in the vicinity of the railway right of way.
- (b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this Agreement.
- (c) **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.
- (d) **Contractor's Pollution Liability** insurance, including naming CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of CP. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the

expiry or termination of this Agreement. **IF APPLICABLE – DEPENDS ON SCOPE OF WORK BEING PERFORMED – CONFIRM WITH RISK MANAGEMENT**

(collectively, the “**Insurance Coverage**”).

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Section.

Licensee shall provide CP with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The Insurance Coverage shall be endorsed to provide CP with not less than thirty (30) days written notice in advance of cancellation.

Before Licensee enters the Property, CP must receive and approve certificates of insurance evidencing the Insurance Coverage outlined in this Section. Licensee may be required to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Such certificate(s) of insurance shall be sent via email to matthew_miller@cpr.ca. Upon request, Licensee shall provide CP with certified copies of the insurance policies.

CP shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CP has waived its insurance requirements.

CP reserves the right to require Licensee to obtain additional insurance where, in CP's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, CP may, at its option, terminate this Agreement without notice.

10. ENTIRE AGREEMENT

10.1 Survival of Indemnity Provisions

The indemnification provisions of this Agreement shall survive its expiration or termination.

10.2 Mere License

The permission encompassed by this Agreement is a mere license to use the Property for the specified purpose and does not create any estate or interest in the Property.

10.3 No Warranty of Title

CP does not warrant that it has good title to the Property.

10.4 Assignment; Binding Effect

This Agreement may not be assigned by Licensee without the advance written consent of CP. Subject to the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

10.5 Governing Law

This Agreement shall be construed in accordance with the laws of the state of Minnesota.

10.6 Entire Agreement

This Agreement is the full, complete, and entire Agreement of the parties with respect to the subject hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

10.7 Headings

The headings used in this Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this Agreement.

10.8 Singular and Plural

As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

10.9 Duplicate Copies and Counterparts

This Agreement may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this Agreement, each of which shall constitute an original.

11. SIGNATURES.

THE PARTIES HERETO have executed this Agreement as evidence of their agreement to the terms herein.

Village of Pewaukee

SOO LINE RAILROAD COMPANY

doing business as Canadian Pacific

By

Its

Date

David Buechl, P.E., P.L.S.
Director of Public Works/Village Engr.

By

Its

Date

Greda Lynn
Grade Crossing

EXHIBIT 1A

Map of the Property – Wisconsin Avenue



Legend

- Municipal Boundary_2K
- Parcel_Dimension_2K
- Note_Text_2K
- Lots_2K
 - Lot
 - Unit
 - General Common Element
 - Outlot
- SimultaneousConveyance
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
 - <all other values>
- Railroad_2K

0 145.00 Feet

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

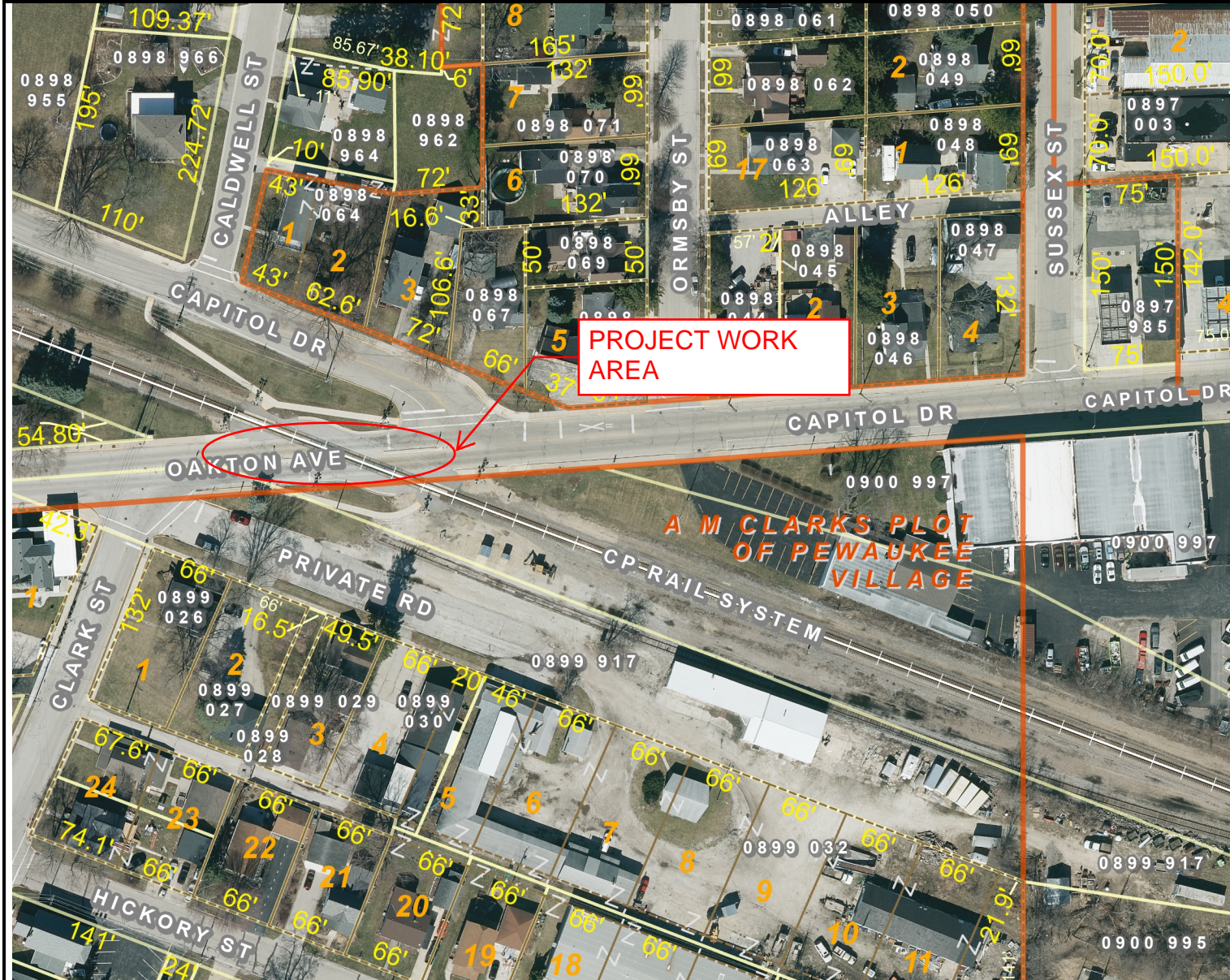
Notes:

Printed: 5/6/2025



EXHIBIT 2A

Map of the Property – Capitol Drive/Oakton Avenue



- Legend**
- Municipal Boundary_2K
 - Parcel_Dimension_2K
 - Note_Text_2K
 - Lots_2K
 - Lot
 - Unit
 - General Common Element
 - Outlot
 - SimultaneousConveyance
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
 - Cartoline_2K
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
 - <all other values>
 - Railroad_2K

0 125.00 Feet

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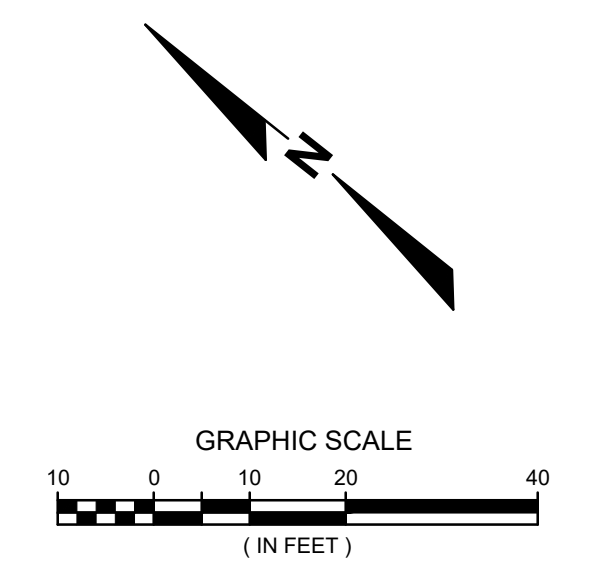
Notes:

Printed: 5/6/2025



EXHIBIT 1B

Construction Area for Asphalt Milling and Asphalt
Placement – Wisconsin Avenue



R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

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[illegible]

EXHIBIT 2B

Construction Area for Asphalt Milling and Asphalt
Placement – Capitol Drive/Oakton Avenue

EXHIBIT C

Minimum Safety Requirements for Contractors Working on CP Property in the United States



Minimum Safety Requirements for Contractors Working on CP Property in the United States



Approval Authority:	Corporate Risk	Effective Date:	October 1, 2018
Version:	3.0	Revision Date:	October 1, 2021

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Introduction

At Canadian Pacific (CP), safety is an integral part of the way we do business. We expect everyone working on Canadian Pacific's property to be unconditionally committed to safety. Safety must be given top priority and will take precedence over deadlines, production schedules, and all other considerations.

1 Application

1.1 Application

- 1.1.1 These Minimum Safety Requirements are applicable to all who work on CP property (except as noted in 1.13 and 1.14 below) including Contractors and other persons performing Work or otherwise providing services to Canadian Pacific on CP Property in the United States.
- 1.1.2 These Minimum Safety Requirements cannot be waived or altered, in whole or in part, without a prior Risk Assessment specific to the Work being conducted, and written consent has been provided by Manager-in-Charge.
- 1.1.3 Notwithstanding the foregoing, these Minimum Safety Requirements do not apply to other railroad companies who only operate trains on CP Property under various trackage or interchange agreements.
- 1.1.4 Further notwithstanding the foregoing, these Minimum Safety Requirements may not apply to Work or services provided in CP office premises, in which case, CP's Minimum Safety Requirements for Contractors Working in CP Offices may apply.

2 Definitions and Interpretation

2.1 Definitions

- 2.1.1 In these Minimum Safety Requirements, the following capitalized terms shall have the ascribed meaning below:
 - (a) **"Applicable Legislation"** means all applicable legislation, regulations, by-laws, codes, rules, standards, policies, procedures, promulgated by any federal, state, and municipal governmental body, including those of its agencies, having authority over CP and, or a Contractor in relation to the Work in the matter of health and safety of the person, property and, or the environment;
 - (b) **"Canadian Pacific"** or **"CP"** means Canadian Pacific Railway Company Ltd., and its subsidiaries and affiliates, and includes each of their respective directors, officers, employees, agent, and representatives;
 - (c) **"CP Personnel"** means CP's employees, agents, and representatives;
 - (d) **"CP Property"** means any building, facility, yard, track, right of way or other property owned or controlled by CP;
 - (e) **"Contractor"** means the company or person, and their respective employees and authorized agents, representative and subcontractors who are providing goods or services to CP; or on behalf of a third party working on CP property.
 - (f) **"Contractor Personnel"** means the Contractor's employees, and authorized agents, representative and subcontractors;
 - (g) **"Co-mingled Work"** means Work where Contractor Personnel works directly with or, in close proximity (time or space) to CP Personnel;

- (h) **“eTest”** an efficiency test. It is a planned procedure to evaluate compliance with rules, instructions and procedures, with or without the employee's knowledge.
- (i) **“Foul of Track”** means the placement of an individual or equipment within 4' feet of the outside rail of a railway track that could be struck by a moving train or on- track work equipment (e.g. Hi-rail equipment).
- (j) **“Hazardous Materials”** means any substance, which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - (i) radioactive, explosive, poisonous, or toxic substances;
 - (ii) any substance that if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to its use by man or by any animal, or plant;
 - (iii) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that endangers the health, safety, or welfare of persons, or the health of animal life, or causes damage to plant life or to property; and
 - (iv) substances declared to be hazardous, toxic or dangerous under any law or regulation now or hereafter enacted by any governmental authority having jurisdiction.
- (k) **“Manager-in-Charge”** means a CP manager as designated or otherwise identified by CP as being responsible for overseeing the Work to be performed, such Manager-in-Charge may include, but is not limited to Local CP Management, Superintendents, Chief Engineers, and Project Managers.
- (l) **“Mobile Equipment”** means any motorized and self-propelled equipment, excluding railroad equipment and highway vehicles, but including, for example, forklifts, tractors, cranes, ATVs, mules, motorized scissor lifts, telescopic boom lifts, and similar equipment that are not designed to operate or move on railroad tracks;
- (m) **“Office Premises”** means any building, facility, or portion thereof, or other premises, whether owned or controlled by CP, which is used solely for clerical or administrative purposes and which does not contain heavy equipment or machinery, as designated by CP from time to time;
- (n) **“Qualified and Authorized”** means a status attained by a person who has successfully completed any required training and demonstrated proficiency in the duties of a particular position or function and who has been given the right to act.
- (o) **“Railroad Equipment”** means trains, locomotives, railcars, on track equipment (track units), hi-rail vehicles and any other equipment designed to operate or move on railroad tracks;
- (p) **“Site Safety Plan”** means a documented plan which set out how Work is to be conducted in a safe manner, as required by Applicable Legislation, see 3.15 c);
- (q) **“Third Party Project”** means any work being performed on CP property that CP is not managing (i.e, road authority, utility company, commuter agency, or other similar entity, are on CP property for their own purposes, and not a project sponsored or managed by CP.
- (r) **“Work”** means the provision of products and services and related activities;
- (s) **“Work Site”** means any CP Property where CP Personnel or Contractor Personnel are present, or permitted to be present, while engaged in any Work, including any railroad equipment, mobile equipment and highway vehicles operated by or used to convey a person engaged in such Work. This applies also to work immediately adjacent to CP property which can pose a risk to safe railway operations (i.e., blasting, excavation next to ROW, etc).

2.2 Interpretation & Application

- 2.2.1 Where legislation is referred to in these Minimum Safety Requirements, it shall include all amendments and replacements thereto as promulgated from time to time.
- 2.2.2 Where standards, such as those of the American National Standards Institute (ANSI), are referred to in these Minimum Safety Requirements, they shall include all amendments and replacements thereof from time to time.
- 2.2.3 Where there is any ambiguity, inconsistencies, or omissions between or among any agreements with CP, expressed or implied; any Applicable Legislations; any applicable CP policies and practices; and any applicable industrial standards and practices, Contractor and Contractor Personnel shall adhere to that which is most stringent and current.

3 Contractor Compliance & Responsibilities

3.1 General Compliance

- 3.1.1 Contractor shall be fully and solely responsible for ensuring the health and safety of Contractor Personnel and for ensuring that its Work and other activities do not compromise the health and safety of CP Personnel or any other party, the protection of the environment, the protection of CP's property and those of any other party, and do not interfere with the safety of CP's railroad operations.
- 3.1.2 Contractor shall comply with and shall ensure all of Contractor Personnel are trained and qualified to safely perform the Work and that they comply with all Applicable Legislation pertaining to the protection against fire, safety, health, and environmental hazards, and with any license, permits, authorizations issued by the respective authority. Contractor shall provide CP with written certification that Contractor's safety program required by 49 CFR Part 243 has been approved by the Federal Railroad Administration (FRA) where applicable.
- 3.1.3 Contractor shall comply with and shall ensure all of Contractor Personnel comply with all terms and conditions of all agreements, expressed or implied, between Contractor and CP, and all applicable CP policies and practices.
- 3.1.4 Subject to the requirements of CP's Access Control Procedures, the contractor shall provide CP eRailsafe training for each employee engaged in work on CP property. Where there is no agreement between CP and the Contractor, the Contractor is responsible for meeting the additional requirements outlines within CP's Access Control Procedures.
- 3.1.5 Contractor shall provide Contractor Personnel, at its own expense, any and all safety equipment required to protect against injuries during the performance of the Work and shall ensure that Contractor Personnel are knowledgeable of and utilize safe practices in performing the Work.
- 3.1.6 The Contractor shall have a copy of the following documents at the Work Site at all times, and shall produce them as and when requested by CP:
 - (a) These Minimum Safety Requirements for Contractors Working on CP Property;
 - (b) Licenses, certifications, permits, training records or other documents required by Applicable Legislation or these Minimum Safety Requirements;
 - (c) Contractor's Site Safety Plan;
 - (d) Contractor's Emergency Information Sheet (see Attachment A); and
 - (e) Any additional documents required by Contract or by agreement with Manager-in-Charge.
 - (f) Employee identification (eRailsafe badge – see 9.1.1).

3.2 Compliance Assurance

- 3.2.1 CP reserves the right to observe, inspect, test and audit Contractor and Contractor Personnel for compliance with all requirements herein, and to demand and receive all relevant records, documentation, and materials evidencing compliance, at any time, and from time to time.
- 3.2.2 Failure of the Contractor or Contractor Personnel to comply with any applicable provisions herein may be considered a material breach, and in addition to all other remedies available, CP may without prejudice:
 - (a) take over control of that Work or activity;
 - (b) order the Work to stop; and/or
 - (c) order Contractor Personnel to leave CP Property.
- 3.2.3 Upon the earlier of the completion of the Work, the expiration of the applicable agreement, or the request of a Manager-in-Charge, Contractor and Contractor Personnel shall return all identification, badges, access cards, and decals, issued or provided by CP to the Manager-in-Charge.

4 Site Safety Plans

4.1 General Requirements

- 4.1.1 Prior to starting any Work on CP Property, the Contractor must have a written Site Safety Plan that identifies:
 - (a) All applicable legislation, rules, policies and work practices in relation to the work being performed;
 - (b) Specific hazards that are associated with the Work being performed on CP property for CP, and Work being performed not for CP:
 - for example:
 - (i) Construction, maintenance or inspections of buildings;
 - (ii) Working on or adjacent to railroad tracks;
 - (iii) Maintenance or inspection or railroad tracks, crossings or signal systems;
 - (iv) Operating Railroad Equipment on CP tracks; or
 - (v) When/where Contractor Personnel work directly with or in proximity (time or space) to CP Personnel; and
 - (c) Methods of verifying compliance.
- 4.1.2 The Contractor will provide Manager-In-Charge with a copy of this Site Safety Plan on reasonable request.
- 4.1.3 The Contractor must be able to demonstrate an awareness of applicable legislation, rules, policies and work practices in relation to the work being performed.

5 Safety Training

5.1 Minimum Training & Qualifications

- 5.1.1 At its sole cost and expense, Contractor shall ensure that all Contractor Personnel be fully trained and qualified for the Work they will be performing. Contractors and Contractor Personnel shall meet, or exceed, all Applicable Legislation requirements relating to training and qualification, including but not limited to the requirements of 49 CFR Part 243.
- 5.1.2 Additionally, Contractor Personnel training and qualification shall meet or exceed all applicable industry standards.

5.2 Proof of Training & Qualification

- 5.2.1 Contractor Personnel shall at all times have proof of such training and qualifications and shall produce them as and when requested by the Manager-in-Charge.
- 5.2.2 CP reserves the right to inspect qualification certificates, licenses, training records and/or Work-history records for any Contractor Personnel, and, or to be provided with copies thereof, on reasonable request. In addition, CP reserves the right to perform eTests on contractor employees, and request discipline for non-conformance.

6 Safety Orientation

6.1 General Requirements

- 6.1.1 Prior to beginning Work, all Contractor Personnel shall participate in a CP authorized safety orientation, including on-site orientation presented by the Manager-in-Charge or designate.
- 6.1.2 Any time the scope of Work, location, condition or supervision changes, Contractor Personnel may be required to attend additional safety orientation sessions.
- 6.1.3 After successful completion of such safety orientation, Contractors must be able to produce company identification or an eRailsafe photo identification badge authorizing access to CP property unescorted for the purposes of conducting work. Managers have the ability to enter the tracking code into CM (Compliance management). Third parties who hire subcontractors must ensure required compliance while on CP property. The eRailsafe identification card shall be worn or be made visible at all times, or produced upon request and cannot be transferred under any circumstances.

7 Job Safety Briefing

- 7.1.1 Contractor Personnel shall attend all Job Safety Briefings as and when conducted. Contractor Personnel shall be solely and fully responsible for understanding the content of the Job Safety Briefing, and at a minimum shall:
 - (a) have an understanding of the scope of Work to be performed and an appreciation of the nature of the location, environment, and conditions where such Work is to be performed;
 - (b) be aware of specific or unusual hazardous condition, existing or potential and the control measures required to protect against, control, mitigate, or where possible, avoid said hazard; and
 - (c) have an emergency response plan/evacuation procedures.

- 7.1.2 Where Contractor Personnel are working directly with or in proximity (time or space) to CP Personnel, job safety briefings must include both CP Personnel and Contractor Personnel, and any other affected third parties. The job safety briefing shall identify nature and extent of the interaction between the Work being performed by Contractor Personnel, and those performed by CP Personnel or other third parties. Contractor Personnel shall inform CP Personnel, and any other third parties of known or potential unsafe conditions and hazards that may be created by, resulting from, or inherent in their Work and the corresponding preventative, mitigation, and/or control measures at all job briefings prior to commencing Work, or as soon as Contractor Personnel becomes aware of such conditions.
- 7.1.3 In all situations, all Contractor Personnel are expected to:
- (a) continually identify hazards and assess risk of hazards and to continually and clearly communicate all hazards to the Manager-in-Charge and to all other parties that may be affected at job safety briefings, and at any other time as and when appropriate or necessary;
 - (b) take actions that are within their assigned responsibility to eliminate or control hazards and risks; and
 - (c) immediately notify their supervisor or the Manager-in-Charge of hazards that pose unacceptable risk that they are unable to eliminate or control.
- 7.1.4 Where Contractor Personnel are unable to eliminate or control a hazard, Contractor Personnel shall take interim measures to protect people, property, equipment and the environment until the hazard can be properly assessed and appropriate corrective actions taken.

8 Applicable Legislation

8.1 General Requirements

- 8.1.1 Contractor and Contractor Personnel shall be solely responsible for identifying and complying with all Applicable Legislation. At a minimum, Contractor and Contractor Personnel shall comply with the federal legislations set out below which list is intended solely for general guidance, and not as a comprehensive list of all Applicable Legislation.
- 8.1.2 Additionally, the Association of American Railroads (AAR) is an industry association which can provide support and guidance on matters related to railroad safety and the transportation of hazardous materials.

8.2 Transportation of Hazardous Materials

- 8.2.1 When Work involves the handling or transportation of hazardous materials (hazmat), that Work must comply with Hazardous Materials Transportation Act and regulations administered by the Pipeline and Hazardous Materials Safety Administration (PHMSA).
- 8.2.2 Contractors shall be solely responsible for ensuring that all Contractor Personnel who handles, offers for transport and/or transports hazmat by any transportation mode are trained and hold a valid training certificate or is working under the direct supervision of someone who is trained and holds a valid training certificate. That training must be based on the Work that the person is expected to perform and the hazmat that the person is expected to handle, offer for transport or transport.
- 8.2.3 All U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) regulations are published in Chapter I of title 49 of the Code of Federal Regulations (49 CFR).

8.3 Railroad Work

- 8.3.1 When Work involves the construction, alteration, operation, inspection and maintenance of any part of the general railroad system of transportation, that Work must comply with the Federal Railroad Safety Act and regulations administered by the Federal Railroad Administration (FRA).
- 8.3.2 Contractors shall be solely responsible for ensuring that all Contractor Personnel who perform railroad Work are trained and qualified in accordance with those regulations and hold valid certificates when required.
- 8.3.3 All FRA regulations are published in Chapter II of title 49 of the Code of Federal Regulations (49 CFR).

8.4 Occupational Safety & Health

- 8.4.1 Any Work being performed that may create a risk to the health and safety of any person, including CP Personnel and Contractor Personnel, when not covered by FRA regulations shall be governed by U.S. Department of Labor regulations administered by Occupational Safety and Health Administration (OSHA).
- 8.4.2 All OSHA regulations are published in Chapter XVII of title 29 of the Code of Federal Regulations (29 CFR).

8.5 Environmental Protection

- 8.5.1 Where Work is being performed that may impact the environment, that Work must comply with all applicable federal state, and local government legislation, regulations and standards.
- 8.5.2 Federal legislation is generally administered by the Environmental Protection Agency. A compilation of those laws and regulations can be accessed at <http://www.epa.gov/lawsregs/>

9 Security Access to CP Property

- 9.1.1 All Contractor Personnel must have personal identification and/or eRailsafe credentials authorizing access and in their possession at all times while on CP Property, and present them for review to any Manager-in-Charge, other CP managers and employees, Police Officer, security guard, or regulatory officer upon request:
 - (a) photo identification (e.g. driver's license); and
 - (b) proof of employment, document or card; and
 - (c) CP safety orientation certificate; or
 - (d) building access pass issued by CP or third party having control over CP premises; or
 - (e) CP security photo ID card or badge; or
 - (f) other proof of safety orientation and access authorization issued by CP.
 - (g) Valid eRailsafe card
- 9.1.2 Where any Work requires Contractor Personnel to ride in locomotive or other non-passenger railroad equipment, the Contractor must also possess a CP ACCESS PASS for riding non-passenger railroad equipment, signed by the responsible operating manager. Such a signed pass must be presented to the train crew or operator when boarding the equipment. Failure to possess such a pass will result in the equipment not moving, removal from the equipment, and/or the filing of trespasser charges.

9.2 Security Awareness

- 9.2.1 Contractor shall conduct employee background checks as is necessary to ensure that Contractor Personnel do not pose a security risk to CP, such security risk includes the risk of the commission of terrorist activities, sabotage, vandalism, theft, and violence. CP reserves the right, at all times, to require that Contractors undertake certain security training and/or performs background checks on Contractor Personnel, prior to allowing such Contractor Personnel to enter onto CP Property.
- 9.2.2 On request CP can make available a copy of CP's Railway Security Awareness Program for use by Contractor Personnel.

9.3 Firearms & Explosives

- 9.3.1 Firearms (loaded or empty) are not permitted on CP Property, except for Police officers and other designated government officials when authorized to do so.
- 9.3.2 No explosives will be permitted on CP Property without written approval by the Manager-in-Charge.

9.4 Reporting

Contractor Personnel must report any security concern, security incident, criminal activity (known or suspected), suspicious happenings and/or suspicious persons on CP Property to the Manager-in-Charge or to CP Police Services in accordance with Section 18.

10 Personal Conduct

10.1 Drug and Alcohol Prohibition

CP recognizes the problem of alcohol and substance abuse in today's society. This problem poses particular concerns to an employer who is subject to governmental regulations and seeks to promote the safety of the general public. CP has a concern for the safety, health and well-being of its employees as well as an obligation to comply with the United States Department of Transportation (DOT) and Federal Railroad Administration (FRA) regulations. CP will comply with all statutes and regulations administered by the FRA in implementing the required 49 CFR §219 Drug and Alcohol Program. CP also expects employees of other railroads, visitors or contractors to comply with this regulation while on CP property, consistent with federal regulations. If subject to this regulation, Contractor shall be solely responsible for compliance with the 49 CFR Part 219. Contractor shall provide CP with proof of its compliance prior to performing services for CP and continued proof of compliance must be provided to CP immediately upon request. This proof of compliance will include, but will not be limited to, a copy of the 49 CFR §219 Drug and Alcohol Program Plan and FRA Approval Letter and Continued Certification of Compliance and Statistical Reporting. Periodic audits to ensure compliance with these regulations may be performed and cooperation and compliance is expected upon request.

If subject to other DOT modalities and regulations, such as the Federal Motor Carriers Safety Administration (FMCSA), compliance of that modality's drug and alcohol program guidelines will be required and periodic audits to ensure compliance with these regulations may be performed and cooperation and compliance is expected upon request.

- 10.1.1 Entry onto CP Property when in possession of, or under the influence of alcohol, intoxicants, narcotics, or controlled substances is strictly prohibited. Controlled substances include all Schedule 1 drugs (such as marijuana and "medical marijuana") and synthetic/designer drugs and/or any intoxicants or products labeled "not intended for human consumption".
- 10.1.2 The sale, trade, and/or offer for sale alcohol or controlled substances are prohibited.

- 10.1.3 Additionally, Contractor Personnel shall be free of any condition which may in any way adversely affect alertness, concentration, responsiveness, or the ability react calmly and responsibly to safety hazards.
- 10.1.4 CP reserves the right to request drug and/or alcohol tests for Contractor Personnel as and where required or permitted by law.

10.2 Inappropriate Behavior

- 10.2.1 CP is committed to maintaining a work environment that supports the dignity of all individuals. No person working at CP may be subjected to any form of discrimination or harassment, including sexual harassment.
- 10.2.2 Acts or threats of violence are unacceptable at all times on CP Property. Uttering of threats or committing acts of violence will result in the removal of the responsible Contractor Personnel from CP Property, termination of the Contract, and/or criminal charges.
- 10.2.3 Horseplay, practical jokes, fighting or any other activity that may create a safety hazard is not permitted.

10.3 Electronic Entertainment and Communication Devices

- 10.3.1 The use of personal entertainment devices, including portable audio and video devices such as compact DVD, CD, video game players, tablets, SMART watches and MP3 players, is prohibited:
 - (a) while Working on CP Property;
 - (b) while transporting CP Personnel, whether on and off CP Property; and
 - (c) while operating any CP highway vehicle, railroad equipment or mobile equipment, whether on and off CP Property.
- 10.3.2 The use of electronic communication devices, including cell phones, Smart Phones, Blackberries, walkie-talkies, PDAs, iPads, Tablets, GPS navigation units, portable computers, and similar devices, is prohibited:
 - (a) while operating any highway vehicle, unless it is stopped and parked in a safe location;
 - (b) while transporting CP Personnel, whether on and off CP Property;
 - (c) while operating or assisting in the operation of any railroad equipment or mobile equipment;
 - (d) while operating power tools, equipment or machinery;
 - (e) when Foul of Track for any reason;
 - (f) wherever use is prohibited by signage or by a CP manager; or
 - (g) whenever use of such a device creates an unsafe condition.
- 10.3.3 Notwithstanding the foregoing, company cell phones, radios, walkie-talkies, GPS units, iPads, tablets and other communication devices may be used solely for the conduct of business when authorized by the CP Manager-in-Charge and where not prohibited by state or municipal legislation. Any electronic communication device may be used when it is necessary to communicate an emergency condition.

10.4 Smoking

- 10.4.1 Smoking, including the use of e-cigarettes is prohibited on all CP Property, and in or on all highway vehicles, Railroad Equipment, and Mobile Equipment, except for CP designated outdoor smoking areas.

11 Personal Protection

11.1 Work Clothing

- 11.1.1 The Contractor must ensure that Contractor Personnel wear clothing that meets applicable legislation and is suitable to perform the work safely. This includes at minimum ankle length pants and waist length shirts with a minimum quarter-length sleeves at all times. Clothing must not interfere with vision, hearing or use of hands and feet.

11.2 Personal Protective Equipment (PPE)

- 11.2.1 The Contractor shall ensure that Contractor Personnel wear personal protective equipment required by applicable legislation, regulations, codes and industry standards as necessary to protect against personal injuries while on railroad property. All personal protective equipment shall meet applicable legislation and American National Standards Institute (ANSI) standards and shall be in good condition and be properly fitted.
- 11.2.2 The following mandatory personal protective equipment ("PPE") shall be supplied by the Contractor at its own expense, and shall be worn at all times by Contractor Personnel while on CP Property:
- (a) safety hard hat, meeting ANSI 89.1 standards, except in office buildings or in enclosed vehicles or equipment;
 - (b) safety footwear with protective toe caps and puncture resistant soles, meeting ASTM F2413 standards.
 - (c) safety glasses with permanently attached side shields meeting ANSI Z87.1 standards in office buildings or enclosed highway vehicles. Note- transition lenses are not permitted;
 - (d) high visibility fluorescent outerwear with retro reflective striping meeting ANSI 107 Class 2 standards not covered by other clothing or equipment, except where necessary for safety reasons such as where fall protection or pole climbing equipment is being used; and
 - (e) any other PPE as required by applicable legislation or referenced standard, or as otherwise required to protect Contractor Personnel from injuries.

Type of Protection	Additional Recommendations
Hard Hats	Have hi-visibility characteristics which are not obscured by markings or decals
Safety Eyewear	<p>Tinted safety eyewear must meet military standards for red signal recognition if operating railroad equipment (safety eyewear meeting this requirement is available from ORR Safety; ask for CP approved tinted safety eyewear)</p> <p>Transition lenses are discouraged and should be worn with caution when working in changing light conditions</p> <p>Personal sunglasses are discouraged and must not be worn when operating Railway Equipment</p> <p>Wear mesh face shields over top safety glasses when using any striking tool while performing on track maintenance work (e.g. spiking, snapping on/off anchors, etc.). If working alongside CP employees you will be required to comply with this practice.</p>
Safety Footwear	<p>Have defined heels</p> <p>Be laced and tied securely for ankle support</p> <p>When snow and ice conditions are present wear anti-slip winter footwear</p>
High-Visibility Apparel	Lime-green is recommended when working on, or near tracks, or when performing Co-mingled Work

- 11.2.3 Contractor and Contractor Personnel shall be solely and fully responsible for assessing the risks related to the work and determining whether additional PPE may be required such as:
- (a) Nomex or Proban fire-retardant protective gear when performing certain Transportation of Dangerous Goods (TDG) work and/or handling certain Hazardous Materials, or performing specialized work.
 - (b) hearing protection when working in any area where noise exposure levels:
 - (i) are consistently equal to or greater 85 dBA;
 - (ii) exceed 115 dBA at any time; and
 - (iii) any other work areas where posted, or so notified by CP management.
 - (c) respiratory protection where Contractor Personnel may be exposed to occupational dusts/particulates, fumes, mists, gases and vapors, in which case, in which case Contractors must have a written Respiratory Protection Program that meets or exceeds applicable legislation;
 - (d) additional eye and face protection meeting ANSI standard Z87.1 (i.e. face shields, impact/splash goggles, welding/cutting goggles and welding helmets); and
 - (e) fall protection systems and equipment meeting appropriate ANSI Z359 standards as required by applicable legislation and as appropriate for the related fall hazards.
 - (f) fall protection when working on an unguarded surface over water, where the water is deeper than 4 feet, or where there is a hazard of drowning due to terrain, winter conditions, water velocity or current; contractors must use a fall protection system or a personal flotation device (PFD) meeting approved standards.

12 Railroad Track Protection

12.1 Contractor's Responsibilities for the Protection of Railroad Traffic and Property

- 12.1.1 Where the Work Site is in close proximity to, or is located on, above, or below railroad tracks, special attention, care and precautions shall be taken to ensure the safety of all Contractor Personnel, CP Personnel, all other third parties and to protect CP's property and railroad operations.
- 12.1.2 Contractor shall ensure that Contractor Personnel is made aware of all unique and inherent hazards in working near, on, above or below railroad tracks and shall ensure that all Contractor Personnel are fully trained and equipped to work safely.
- 12.1.3 Contractors who perform inspection, maintenance or repair to railroad tracks or track structures must be trained in accordance with FRA On Track Safety Rules (FRA 49 CFR Part 214, Subpart C - Roadway Worker Protection Regulations).
- 12.1.4 Contractors will not be allowed to foul a track unless:
- (a) They have been properly advised of the On Track Safety awareness procedures;
 - (b) A railroad employee who is qualified to provide protection is present at the work site, or.
 - (c) The Contractor has personnel present who are specifically trained, qualified and authorized to provide that protection.
- 12.1.5 All work shall be organized or executed in such a manner as to ensure no interference with the regularity and safety of railroad operations. No step or sequence of any Work that might directly

or indirectly affect the safe movement of railroad traffic shall be started without the approval of the Manager-in-Charge.

- 12.1.6 No temporary structure, materials, or equipment shall be permitted closer than 12 feet to the nearest rail of any track without prior approval in writing of the Manager-in-Charge.

Contractor Personnel shall at all times remain alert to the movement of trains, rolling stock and other railroad equipment.

- 12.1.7 Contractor Personnel shall be especially alert in yards and terminal areas as

- (a) Railroad equipment that appears to be stationary may be moving;
- (b) the rate of movement of railroad equipment may be faster than it appears;
- (c) Railroad equipment change tracks often; and movements may be occurring simultaneously on adjacent tracks.

- 12.1.8 The Contractor shall, at all times, conduct its operations in a wholly responsible manner to avoid damage to the CP's tracks or property.

12.2 50 feet Clearance Requirement

- 12.2.1 All work shall be performed as far away from railroad tracks as possible.

- 12.2.2 Unless authorized by CP, Contractor Personnel, equipment, and vehicles are not permitted to be within 50 feet of the closest track centerline.

- 12.2.3 In the event work must be carried out within 50 feet of the closest track written authorization must be obtained from the Manager-in-Charge, and Contractor Personnel must still remain at the maximum practicable distance from all railroad tracks at all times.

- 12.2.4 When crossing tracks, Contractor Personnel shall ensure a minimum of 50 feet separation between standing railroad equipment, stay at least 15 feet away from the end of the nearest equipment, and look both ways before crossing tracks, and if clear, walk at a right angle to the tracks.

- 12.2.5 No work activities or processes are allowed within 50 feet of the track while trains are passing through the work site unless specifically authorized.

12.3 Flagging Protection

- 12.3.1 When the Work requires Contractor Personnel to be within 50 feet of any railroad tracks, Contractor or Contractor Personnel shall notify and obtain the written approval of the Manager-in-Charge in advance of the intended start date, and when approved, shall only perform Work strictly in accordance with all terms and conditions of that approval.

- 12.3.2 Unless otherwise indicated by the Manager-in-Charge, proper protection against the movement of trains, rolling stock and other railroad equipment shall be deemed required at all times whenever Work or Contractor Personnel must be within 50 feet of the closet track. Protection may be provided only by a qualified CP employee through use of a flag person.

- 12.3.3 Where CP determines that flagging is required, then Work must be strictly conducted under the direction of a CP flag person or such other person designated by the Manager-in-Charge.

- 12.3.4 Contractor Personnel shall ensure that there is clear communication at all times between Contractor Personnel and any CP flag person. Contractor Personnel shall ensure that they are aware of:

- (a) flagging distance limits;
- (b) time limits; and
- (c) any adjacent tracks where movement of railroad equipment may still occur.

- 12.3.5 Contractor Personnel shall not assume that a train movement is being stopped or cleared unless clear communication is received directly from the CP flag person.
- 12.3.6 A job briefing between the CP flag person and all Contractor Personnel must occur before beginning any Work on or Foul of Track.
- 12.3.7 Blue signal protection is used to indicate that CP or Contractor Personnel are working on, under or between railroad equipment and movement of trains or other railroad equipment is prohibited. Blue signals must not be tampered with or obstructed. Blue signals can only be removed by the person or group of persons who originally applied it. Application, use, and removal of blue signals, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.
- 12.3.8 Red flag protection is used to indicate that CP or Contractor Personnel are working on or foul of track, or the track is out of service and movement of trains or other railroad equipment is prohibited. Red flags must not be tampered with or obstructed. Application, use, and removal of red flags, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.

12.4 Working on or near Tracks

- 12.4.1 When authorized to perform Work foul of track or otherwise be near railroad tracks, Contractor Personnel shall ensure all Contractor Personnel, equipment, and vehicles are kept as far away from railroad tracks as practicable, and shall at all times:
 - (a) be alert to train movements and shall expect the movement of trains, engines, cars, or other mobile railroad equipment at any time, on any track, and in any direction, even if they appear to be stationary or in storage;
 - (b) not rely on others to protect them from train movement;
 - (c) stay at least 15 feet away from the ends of railroad equipment when crossing the track;
 - (d) ensure a minimum of 50 feet separation prior to crossing between Railroad Equipment;
 - (e) look both ways before crossing tracks, and if clear, walk at a right angle to them.
 - (f) never climb on, under or between railroad equipment;
 - (g) be aware of the location of structures or obstructions where track clearances are close;
 - (h) not stand on the track in front of an approaching engine, car or other equipment;
 - (i) stand at least 20 feet from the track(s) when there is a passing movement of trains, engines, cars, or other mobile railroad equipment, to prevent injury from flying debris or loose rigging and shall observe the train as it passes and be prepared to take evasive action in the event of an emergency;
 - (j) not stand on or between adjacent tracks in multiple track territory when a train is passing;
 - (k) not walk, stand or sit on the rails, between rails or on the end of ties, unless absolutely necessary. As the rail surface can be extremely slippery, personnel must step over the rails when crossing tracks. Personnel shall also be aware railroad ties can also be slippery and that railroad ballast can shift while walking on top of it. Situational awareness and use of proper footwear is important;
 - (l) not remain in a vehicle that is within 50 feet of a passing train unless specifically authorized, or where this is not possible.
 - (m) keep away from track switches as remotely operated switch points can move unexpectedly with enough force to crush ballast rock. Personnel shall stay away from any other railroad devices they are unsure of. Personnel shall not disturb or foul the ballast at any time.

- (n) Third party work that has a potential to impact rail traffic must take into account machine swing radius, vertical grade differences, overhead work, etc to ensure it will not impact a passing train; work and equipment must maintain a distance of 50 feet of a passing train.
- (o) When exiting on track machinery as trains are passing; exit on the opposite side.
 - (a) use 3-point contact when getting on/off any vehicle, equipment or track unit;
 - (b) face the vehicle or equipment/track unit when getting on/off
 - (c) place handheld items onto equipment/track unit or seek help prior to getting on/off
 - (d) get on/off on the operators side when possible

12.5 Equipment on or near tracks

- 12.5.1 Contractor Personnel shall not be Foul of Track with any piece of equipment without a CP flag person or other authorized track protection;
- 12.5.2 Contractor Personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a CP flag person and only if the Work Site has been properly prepared for such a move. Tracked equipment will require a CP flag person any time railroad tracks are crossed.
- 12.5.3 Contractor Personnel shall not move equipment across railroad bridges or through tunnels, except as expressly authorized and only under such conditions as stipulated by the Manager-in-Charge.
- 12.5.4 When there is passing rail traffic, Contractor Personnel shall move equipment away from the tracks at least 50 feet, or where not possible, park the equipment as far away from the tracks as possible, exit to the side away from the track where the movement is taking place, and walk to a safe a distance.
- 12.5.5 When there is passing rail traffic, buckets, shovels, and loads on cranes must be lowered to the ground to rest, and cranes without a load must have their load line tightened or retracted to prevent movement.

12.6 Railroad Signs, Signals, Flags and other Communication Infrastructure

- 12.6.1 Signs, signals and flags shall not be obstructed, removed, relocated, disabled or altered in any way without proper authorization and qualification.
- 12.6.2 Only qualified Contractor Personnel who are authorized by CP are permitted to operate switches, derails, electric track mechanisms, signal and communication systems or other track control appliances.
- 12.6.3 Railroad pole lines carry electric power and should be treated as any other power lines.
- 12.6.4 The Contractor shall keep all Contractor Personnel informed of current weather conditions. Personnel shall stay alert for possible high water conditions, or flash floods. During severe weather conditions:
 - a) Personnel shall be prepared to take cover in the event of a tornado
 - b) Personnel shall not work while lightning is occurring
 - c) If storm conditions arise unexpectedly, Contractor Personnel shall ensure that equipment is in the clear of the tracks and secured before seeking cover. Contractor Personnel shall stay away from railroad tracks when visibility is poor, such as during fog or blizzard conditions.

Any Contractor personnel discovering a hazardous or potentially unsafe condition, which may affect the safe passage of railroad traffic, must advise CP Police immediately by calling the CP Police Communications Centre – 1-800-716-9132

12.7 Excavation

- 12.7.1 Before starting excavation operations, the Contractor shall ascertain that there are no underground wires, fiber optic cables, pipelines or other utilities which could be damaged or, if present, that such installations are properly protected. Fiber optic cables are present on most segments of the right-of-way. Prior to commencing any excavation, the Contractor shall contact the proper authority CP and/or public utility to obtain the necessary permit and to locate and protect such cables or other underground utilities.
- 12.7.2 Excavations shall not be left unattended unless they are properly protected; and the Manager-in-Charge shall be notified.
- 12.7.3 Contractors MUST obtain and maintain utility locates in accordance with applicable law.

13 HAZCOM

13.1 General Requirements

- 13.1.1 If at any time Contractor's Work involves the use, handling, storage, or disposal of Hazardous Materials ("Handling of Hazardous Materials"), Contractor Personnel must inform the Manager-in-Charge.
- 13.1.2 Contractors shall ensure that all Contractor Personnel are fully trained in the Handling of Hazardous Materials and that Contractor and Contractor Personnel are in full compliance with all Applicable Legislation, and as directed by the Manager-in-Charge.
- 13.1.3 Contractor Personnel shall have appropriate processes, systems and controls in place to prevent or otherwise mitigate potential environmental, health and safety risks associated with the Handling of Hazardous Materials.

13.2 Access to Safety Data Sheets (SDS)

- 13.2.1 Prior to beginning any Work that may expose CP Personnel to Hazardous Materials, Contractor or Contractor Personnel shall:
 - (a) provide a copy of the respective SDS to the Manager-in-Charge; and
 - (b) keep a copy of the SDS at the work site and ensure that it is readily available at all times.

13.3 Hazardous Material Incident or Spill

- 13.3.1 In the event of a hazardous material incident or spill, the Contractor must:
 - (a) ensure that no Contractor or CP Personnel have or will be exposed;
 - (b) take all reasonable actions to contain the spill;
 - (c) respond in accordance with its emergency response plan; and
 - (d) notify CP immediately in accordance with Section 18 below.

14 Operation of Highway Vehicles

14.1 Highway Vehicles

- 14.1.1 The following requirements apply to all highway vehicles, when operated on CP Property; or used to transport CP Personnel.

14.2 Regulations and Inspection

- 14.2.1 Before using a highway vehicle, Contractor Personnel shall:
- (a) complete a pre-trip inspection;
 - (b) maintain an inspection log;
 - (c) ensure periodic inspections are completed at official testing locations as required;
 - (d) ensure the vehicle is maintained and in safe operating conditions at all times; and
 - (e) ensure the vehicle is in compliance with applicable motor vehicle regulations and license requirements.
- 14.2.2 Vehicle maintenance, inspection records and logs must be made available to the Manager-in-Charge on request.

14.3 Vehicle Operator Requirements

- 14.3.1 Operation of highway vehicles is restricted to those Contractor Personnel who are licensed, qualified and authorized to do so. Such Contractor Personnel shall be responsible for the safety of all passengers at all times. For greater certainty, such Contractor Personnel shall:
- (a) hold a valid license for the class of vehicle being operated, in accordance with applicable local, state and federal requirements, and
 - (b) strictly comply with all posted traffic signs, signals, and all shall obey all applicable legislation; and
 - (c) maintain the required driver log, and make the log available to the Manager-in-Charge on request, and
 - (d) comply with the requirements on the use of electronic devices as set out in Section 10 above.

14.4 Driving on CP Property

- 14.4.1 In addition to the requirements set out above, while on CP Property, Contractor Personnel shall:
- (a) travel only on designated roadways unless otherwise instructed;
 - (b) keep daytime running lights on (if so equipped);
 - (c) not exceed 15 mph unless otherwise posted;
 - (d) come to a full stop at all blind corners, rail and roadway crossings;
 - (e) yield the right of way to all Mobile Equipment and other non-highway equipment or service vehicles;
 - (f) not operate vehicles (or any internal combustion equipment) inside buildings or enclosed structures unless adequate ventilation is provided;
 - (g) not park Foul of Track unless on-track protection is provided;
 - (h) not leave vehicles running unnecessarily;

- (i) park only in pre-determined or designated areas;
- (j) always use the parking brake (or wheel chocks) when leaving an unoccupied vehicle running; and
- (k) prior to operation of a vehicle the driver must conduct a walk around of the vehicle to identify any obstacles, clearance restrictions, or adjacent vehicles that may interfere with executing a safe movement.
- (l) where safe and practicable, pull vehicles through or back into marked parking spaces to avoid reverse collisions when exiting.
- (m) If a passenger is present, he exit the vehicle prior to a reverse movement to provide guidance and direction to the driver during the reverse movement and applies to commercial vehicles and vehicles with restricted rear views

14.4.2 All Contractor Personnel who will be operating a highway vehicle or Mobile Equipment in any CP intermodal facilities must complete a Driver Safety Orientation program prior to first entry, and from time to time thereafter as directed by the Manager-in-Charge.

14.5 Seat Belts

14.5.1 Seat belts must always be worn while operating or riding in any equipped vehicle unless Contractor personnel is actively engaged in inspections requiring said Contractor Personnel to be free of such restraint, and then only when the vehicle is operating at less than 15 mph.

14.6 Loads

14.6.1 Contractor Personnel shall ensure vehicles are loaded according to weight and dimensional requirements as authorized by state regulations and permits, and properly load and secure tools, material, equipment and freight to avoid shifting, falling, leaking or otherwise escaping from vehicles during operation.

14.7 Riding in CP Vehicles

14.7.1 Contractor Personnel are prohibited from operating or riding in any CP vehicles unless authorized to do so, or in case of emergency.

15 Tools, Equipment and Machinery

15.1 General Safety Requirements Respecting All Tools, Equipment and Machinery

15.1.1 Contractor Personnel shall ensure that all tools, equipment, and machinery used be:

- (a) in compliance with all Applicable Legislation;
- (b) in good working order, properly serviced and maintained;
- (c) safe for their proposed use and used only for purposes specified by the manufacturer;
- (d) operated and maintained only by persons properly trained and qualified for that duty;
- (e) seat belts (if present on equipment) must be worn while operating or riding any such equipped mobile equipment;
- (f) if mobile, equipped with appropriate safety devices (e.g. lights, horns, back-up alarms, safety beacons); and prevented from moving, through use of the hand brake, wheel blocking, wheel chocking and/or a derail, where applicable.

15.1.2 The Contractor shall provide adequate lighting when performing work between sunset and sunrise.

- 15.1.3 Use of CP tools, equipment and machinery by Contractor Personnel is prohibited unless specifically authorized by local CP management.

15.2 Hazardous Energy Control- Lockout

- 15.2.1 Contractor Personnel shall employ lockout/tagout procedures as required to eliminate the accidental or unexpected start-up, energizing, or release of stored (residual) energy during maintenance, repair and/or servicing activities.
- 15.2.2 All tools, equipment and machinery must be made safe and isolated from all energy sources rendering the machine, equipment, or process inoperative prior to performing maintenance, repair or servicing related tasks.
- 15.2.3 No Contractor Personnel can remove any CP applied lock or tag, including bad-order tag.
- 15.2.4 Notwithstanding the foregoing, if Contractor's Work may create an energy hazard to any CP Personnel, then all affected parties must follow the requirements set forth in CP's Lockout – Hazardous Energy Control Policy and Code of Practice.
- 15.2.5 If CP Personnel and Contractors are jointly performing maintenance, repair or servicing activities on the same machine, equipment or using the same energy source, then a multi-lock hasp must be applied with individual locks and tags affixed (as per CP's Lockout – Hazardous Energy Control Policy and Code of Practice).

15.3 Electrical Safety Requirements

- 15.3.1 In addition to the hazardous energy control lockout requirements above, all electrical Work must comply with Applicable Legislation, National Electrical Code (NEC), and National Fire Protection Association (NFPA) requirements.
- 15.3.2 Contractor Personnel Working on electrical systems must:
- (a) if in proximity to CP Personnel, inform them of:
 - (i) existing or potential electrical hazards;
 - (ii) any specific additional personal protective equipment that may be required;
 - (iii) applicable safe work practices;
 - (iv) applicable emergency and evacuation procedures; and
 - (v) apply lock out procedures as per section above on Hazardous Energy Control-Lockout
 - (b) have practices, procedures and training that comply with:
 - (i) Applicable sections of the NEC and NFPA electrical safety standards;
 - (ii) Any other Applicable Legislation; and
 - (c) not operate or allow cranes or other mobile equipment to approach closer to any live electrical power line than is permitted by OSHA regulations (29 CFR 1910.333).

15.4 Lifting Devices

- 15.4.1 All lifting devices, including but not limited to jacks, cranes, cables, slings, chains and hooks shall:
- (a) meet Applicable Legislation governing design, inspection, maintenance and operation;
 - (b) be safety certified and labeled or tagged with load capacity limits where required;

- (c) have sufficient capacity for the planned lift;
- (d) have sufficient footing or support area to properly distribute the load during a lift.

15.5 Welding and Torch Cutting

15.5.1 When welding or torch cutting, Contractor Personnel shall:

- (a) be properly trained and qualified;
- (b) ensure that all closed containers have been properly purged;
- (c) direct flame or sparks away from other Workers, equipment and flammable material;
- (d) have a fire extinguisher readily available;
- (e) keep compressed gas and oxygen cylinders stored in a secure, vertical position, with regulators removed and caps applied, labeled properly and located in vented cabinets or other designated locations.

15.6 Explosive Actuated Tools

15.6.1 Only Contractor Personnel who are qualified and licensed in accordance with Applicable Legislation, and authorized by CP, may use explosives or explosive actuated tools.

15.7 Unattended Equipment or Machinery

15.7.1 Tools, Equipment and Machinery shall not be left unattended at any time and shall not be stored on CP Property, unless expressly permitted pursuant to a written agreement with CP or by the Manager-in-Charge in writing, and where so permitted, Contractor shall ensure that:

- (a) storage shall be restricted to the designated area, or as otherwise specified by CP.
- (b) all such tools, equipment and machinery shall be secured in a safe position well clear of all tracks to prevent accidental contact with trains and moving equipment and to not restrict train crew sightlines;
- (c) as much as possible, tools, equipment and machinery shall be stored in locations out of public view.
- (d) Machines must be secured in accordance with on-track machinery rules.

16 Emergency Response

16.1 Emergency Response Plan

16.1.1 The Contractor must maintain a current emergency response plan and make it available to CP on request. Emergency response plans must include at a minimum:

- (a) contractor reporting procedures in the event of an incident or spill;
- (b) emergency response contacts and phone numbers, including phone numbers for CP incident reporting and local CP managers (See Attachment A); and
- (c) containment measures to be taken in the event of an incident or spill.

16.2 Initial Response

16.2.1 Initial response to any emergency condition must follow the following sequence:

- (a) Protect the safety and security of all individuals and communities
- (b) Provide environmental protection and mitigation
- (c) Conduct incident investigation and evidence preservation
- (d) Restore railroad operations

16.3 First Aid

16.3.1 Contractor Personnel must have sufficient First Aid qualified personnel and the required First Aid kit and any other required First Aid equipment at the Work Site, suitable for the crew size, nature of Work being performed and location, all of which shall, at a minimum, comply with OSHA regulations (29 CFR 1910.266).

16.4 Fire Protection

16.4.1 The Contractor must have appropriate fire extinguishers suitable (i.e., type, size and quantity) for nature of the work being done, in compliance with applicable legislation, and be readily available at all times on:

- (a) the work site; and
- (b) all Contractor equipment, machinery and highway vehicles.

16.4.2 Contractor Personnel shall ensure that all necessary precautions are taken to prevent fires, including the following:

- (a) storing flammable material (e.g., paper, rubbish, sawdust, oily or greasy rags, etc.) in proper containers;
- (b) storing and transporting fuel, gasoline or other flammable liquids in approved containers. Use of unapproved containers is prohibited;
- (c) proper disposal of flammable material daily;
- (d) preventing static electricity when dispensing or transferring flammable liquids by using proper grounding and bonding techniques;
- (e) avoid using cutting or welding torches during the last one-half hour of shifts, if possible;
- (f) taking special precautions with fusees, including:
 - (i) store and transport in approved containers;
 - (ii) do not allow fusees to come in contact with any combustible material, including railroad ties or wooden timbers; and
 - (iii) fully extinguish fusees before leaving the location where used;
- (g) promptly advise CP management of any fire on CP Property; and
- (h) fully extinguish or provide protection for any fire prior to leaving the Work Site.

16.4.3 Contractors Working on the CP right-of-way where a high risk of fire exists (e.g., during rail grinding, rail welding) must have:

- (a) appropriate fire prevention and suppression plans (including emergency numbers for CP, local firefighters and fire control districts); and
- (b) additional firefighting equipment and trained Contractor Personnel on site, as required by Applicable Legislation or the Manage In Charge.

17 Confined Space

17.1 Confined Space

- 17.1.1 Qualified and authorized Contractor Personnel must follow all required confined space entry procedures in accordance with applicable legislation and standards prior to entering into a confined space.
- 17.1.2 Rescue procedures and equipment must readily available when required to enter a confined space.

18 Reportable Accidents, Incidents and Injuries

18.1 Reportable Injuries

- 18.1.1 Reportable injuries include any personal injury to:

- (a) Contractor Personnel;
- (b) any CP Personnel; or
- (c) to any third party on CP Property.

18.2 Reportable Accidents

- 18.2.1 Reportable accidents include any occurrence that results in:

- (a) damage to railroad tracks, right of way, buildings or other CP Property;
- (b) damage to railroad equipment;
- (c) damage to CP highway vehicles;
- (d) release of hazardous material;
- (e) spill or loss of transported commodities; and
- (f) any threat to the environment.

18.3 Reportable Incidents

- 18.3.1 Reportable incidents include:

- (a) unintended movement of railroad equipment;
- (b) failure to provide track protection for Workers when required;
- (c) movement of railroad equipment beyond authorized limits;
- (d) operation of railroad equipment by an unqualified person;
- (e) unauthorized handling of a track switch;
- (f) damage, vandalism or tampering with any railroad signals, structures or railroad safety device;

- (g) seepage, leakage, spills of, or other contamination from, Hazardous Materials;
- (h) actual, threaten or suspected security related incidents;
- (i) slides, washouts or other on-track obstructions; or
- (j) any occurrence that may disrupt the movement of trains or affect safe rail operations.

19 Reporting

19.1 Emergency Reporting

19.1.1 In the case of an emergency, Contractor Personnel must call:

- (a) 911, where this emergency response system exists, or
- (b) the local police, fire or emergency department in all cases; and
- (c) CP Police Services Communication Center- 1-800-716-9132.

19.2 Accident, Incident, Injury Reporting

19.2.1 When an accident, incident or injury occurs on CP Property, the Contractor must:

- (a) immediately report it to the
 - (i) CP Police Services Communication Center 1-800-716-9132; and
 - (ii) CP Manager-in-Charge
- (b) follow all instructions given to protect the scene.

19.2.2 CP is obligated to report Contractor Personnel injuries occurring on CP property to the Federal Railroad Administration (FRA). Any state or required regulatory reporting remains the Contractor's responsibility.

19.3 Information to Report

19.3.1 Information required with the initial report includes:

- (a) type of incident;
- (b) date and time of occurrence;
- (c) location (mileage, subdivision, building, yard or other physical description);
- (d) identity of person(s) involved or injured (company & name);
- (e) description of any hazardous materials involved;
- (f) type & unit number of any railroad equipment or vehicle involved;
- (g) description of occurrence, damage and/or injury, and cause if known;
- (h) description of any emergency response;
- (i) name and contact information of person making the report; and
- (j) any such other information that CP may require.

19.4 Environmental Incidents and Spills

19.4.1 In the event of an environmental incident or spill that could have a negative impact on the environment, the Contractor must immediately:

- (a) report the incident to the Operations Center, the Manager-in-Charge, and the designated CP Contact as per the governing agreement relating to the Work;
- (b) take all reasonable actions to contain the spill;
- (c) respond in accordance with its emergency response plan; and

- (d) provide CP with the following information;
 - (i) description of location and surrounding area, including any sensitive environmental areas nearby (e.g., rivers, parks, sewers);
 - (ii) type and quantity of substance released;
 - (iii) cause of spill or deposit, if known; and
 - (iv) details of any immediate action taken or action proposed to be taken to contain spill and recover substance.

19.5 Additional Contractor Requirements

19.5.1 Contractor and Contractor Personnel must:

- (a) ensure an appropriate emergency response is initiated;
- (b) protect any evidence until released by the CP Manager-in-Charge;
- (c) cooperate fully with any CP investigation;
- (d) cooperate fully with any investigating government agency; and
- (e) notify CP if information is requested by any investigating government agency.

20 Contractor & Contractor Personnel Acknowledgement

Acknowledgement

- 20.1.1 Contractor and Contractor Personnel who Work on CP Property shall be deemed to have read and understood the content of these Minimum Safety Requirements for Contractors While Working on CP Property in the United States, as amended from time to time, and to agree to be bound by them.
- 20.1.2 These Minimum Safety Requirements for Contractors While Working on CP Property in the United States are subject to change without prior notice. The most current version of these Minimum Safety Requirements can be viewed at www.cpr.ca or by contacting the Manager-in-Charge.



***Home Safe™ is a commitment to be vigilant about personal safety
and the safety of co-workers.***

NOTES:



21 Attachment A – Emergency Information Sheet

EMERGENCY CONTACT INFORMATION		
EMERGENCY CONTACTS	PHONE	LOCATION
CP Minneapolis Operations Center	1-800-766-4357	.
CP Police Services	1-800-716-9132	
CP Railroad Traffic Controller Radio Channel		
Manager-in-Charge		
Local Police Services		
Local Fire Services:		
Local EMS		
Hospital		
Physician		
Aircraft Service, (if applicable):		
Watercraft Service, (if applicable):		
Other Emergency Services		
<p>Emergency Evacuation Route (Describe nearest evacuation assembly location OR Provide sketch on back)</p>		

WORK SITE INFORMATION		
	PHONE	LOCATION
Work Site Location Name		
Railroad Subdivision & Mileage		
Address, Number and Street		
Nearest Town		
CP Manager-in-Charge		
Emergency Site Access Route (Describe route from nearest emergency services location in detail including access roads & physical landmarks OR provide sketch on back.)		
Contractor Supervisor		
Site Telephone		
Certified First Aid Attendant		
Location of First Aid Supplies at Site		
Location of Fire Extinguishing Equipment:		
Location of WHIMS data sheets		
UTILITY INFORMATION		
UTILITIES CONTACT	PHONE	LOCATION
Natural Gas:	()	
Electrical:	()	
Fiber Optic Line:	()	
Water & Sewer:	()	
Telephone:	()	
Cable System:	()	
Qualified employee(s) in:	()	
Confined Space Entry, (if applicable):	()	
Equipment requirements for Confined Space Entry, (if applicable):	()	
Other:		



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

Memo

To: Jeff Knutson, President
Village Board
Matt Heiser, Village Administrator

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

Date: July 9, 2025

Re: Agenda Item 8(c), July 15, 2025 Village Board Meeting – Review, discussion and possible action to approve a drainage easement and associated costs for 2026 Road and Utility Improvements Project at 765 Glacier Road.

BACKGROUND

The Village was planning and designing to include Glacier Road in the 2025 Road and Utility Project. Due to limited budget and easements being needed, Glacier Road was taken out of the project for 2025 and is planned to be completed in 2026. In order to complete the road and drainage improvements, a new drainage swale is needed at 765 Glacier Road. The lot is owned by Jason Pedersen. The lot owner was presented the draft drainage easement but stated he wants compensation for the tree removals and addition of drainage swale and easement to his yard prior to signing the easement.

ACTION REQUESTED

The lot owner has made an offer of proposed compensation to the Village and stated he understands that there may be further negotiation. The action requested of the Village Board is to review and consider approval, or continue with further negotiation, or review of the proposed compensation.

ANALYSIS

The proposed easement exhibit is attached showing the location of the easement. The proposed construction drawing is attached showing the proposed grading work, and the proposed tree removals within the easement.

Recommendation:

No recommendation is provided at this time.

Attachments:

1. Drainage Easement on Glacier
2. Drainage Easement Exhibit
3. Swale Drawing on Glacier
4. Letter to residents on Glacier

PERMANENT DRAINAGE EASEMENT

Document Number

THIS INDENTURE, made this _____ day of _____, 2025, by and between JASON PEDERSEN and MARY PEDERSEN collectively hereinafter referred to as Grantor, and the Village of Pewaukee, a municipal corporation hereinafter referred to as Grantee.

WITNESSETH:

The Grantor, in consideration of One Dollar (\$1.00), and for other good and valuable consideration, the receipt whereof is hereby confessed and acknowledged, grants and conveys to Grantee, a permanent easement to allow for overland cross property flow of drainage to the storm water BMPs being constructed and currently maintained by the Village adjacent to the Property located at 765 Glacier Road, Pewaukee, Wisconsin, and having Tax Key No. PWV 0894954, described as follows:

See attached Exhibit "A" for Legal Description of easement area.

Name and Return Address
Village of Pewaukee
235 Hickory St.
Pewaukee, WI 53072

Part of PWV 0894954
Parcel Identification Number (PIN)

The Drainage Easement includes the construction, operation, use, maintenance and repair of said easement area, including, but not limited to, a drainage swale.

It is an express condition of the granting of this easement that the surface or subsurface of the soil may be disturbed in the construction, operation, use and repair (including reconstruction) of such Drainage Easement and will, at the expense of the Grantee, be replaced in substantially the same condition as it is now, and the acceptance of this easement by the Grantee and the installation or construction of such Drainage Easement shall constitute an express acceptance by the Grantee of this condition to the granting of this easement.

The Grantor consents to the entry by employees, workmen, agents or independent contractors of the Grantee for the activities incidental to the construction, operation, use, maintenance and repair (including reconstruction) of such Drainage Easement and to exercise Grantee's other rights herein acquired, but reserve to themselves the right to make such use of the land included in said easement, subject to the ordinances of the Village of Pewaukee and the Statutes of the State of Wisconsin as will not disturb or interfere with such Drainage Easement or prevent ingress and egress thereto for the purpose of construction, operation, use, maintenance and repair (including reconstruction thereof). Notwithstanding the foregoing, Grantor agrees not to construct any improvements or place other structures or other materials in the easement area that will interfere or go through said Drainage Easement. The Grantor further agrees not to grade the easement area.

The Grantor agrees that Grantee or its agents are entitled, at any time, to enter the easement area so as to use, maintain, repair or reconstruct the Drainage Easement located in the easement area.

The Grantee agrees that its responsibility is to return the easement area to a condition consisting of being topsoiled and with seed and mulch placed in the easement area.

The right, permission, and authority is also granted onto the Grantee to trim and cut trees and/or brush where said trees and/or brush interfere with the installation or maintenance or reconstruction of the Drainage Easement or interfere with or represent a hazard to such facilities.

The Grantor hereby warrants they have the legal right to the lands which are subject to this easement and that they have lawful authority to grant this easement. Further, Grantors shall defend the Village of Pewaukee in its exercise of rights under the easement herein granted against any defect in title to the land involves or the right of the Grantors to make the grant herein contained.

This indenture, upon its acceptance by the Grantee, shall run with the land and be binding upon and inure to the benefit of the parties, their representative heirs, successors and assigns and all future owners or those holding interests in this property, their representative, heirs, successors and assigns.

This indenture shall be governed and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Grantor has executed this indenture the day and year first above written.

By: _____
JASON PEDERSEN

By: _____
MARY PEDERSEN

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me, this _____ day of _____, 2025, the above-named JASON PEDERSEN AND MARY PEDERSEN, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission:

CONSENT OF MORTGAGEE

, mortgagee of the land of the Grantor described in the above easement, hereby consents to the Grantor granting said easement.

By: _____

Print Name/Title

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this _____ day of _____ 2025, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission expires _____

Accepted pursuant to the authority of the Village Board,

Jeff Knutson, Village President

Jenna Peter, Village Clerk

This document was drafted by:
Village Attorney Matthew R. Gralinski
P.O. Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181

DRAINAGE EASEMENT

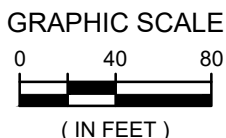
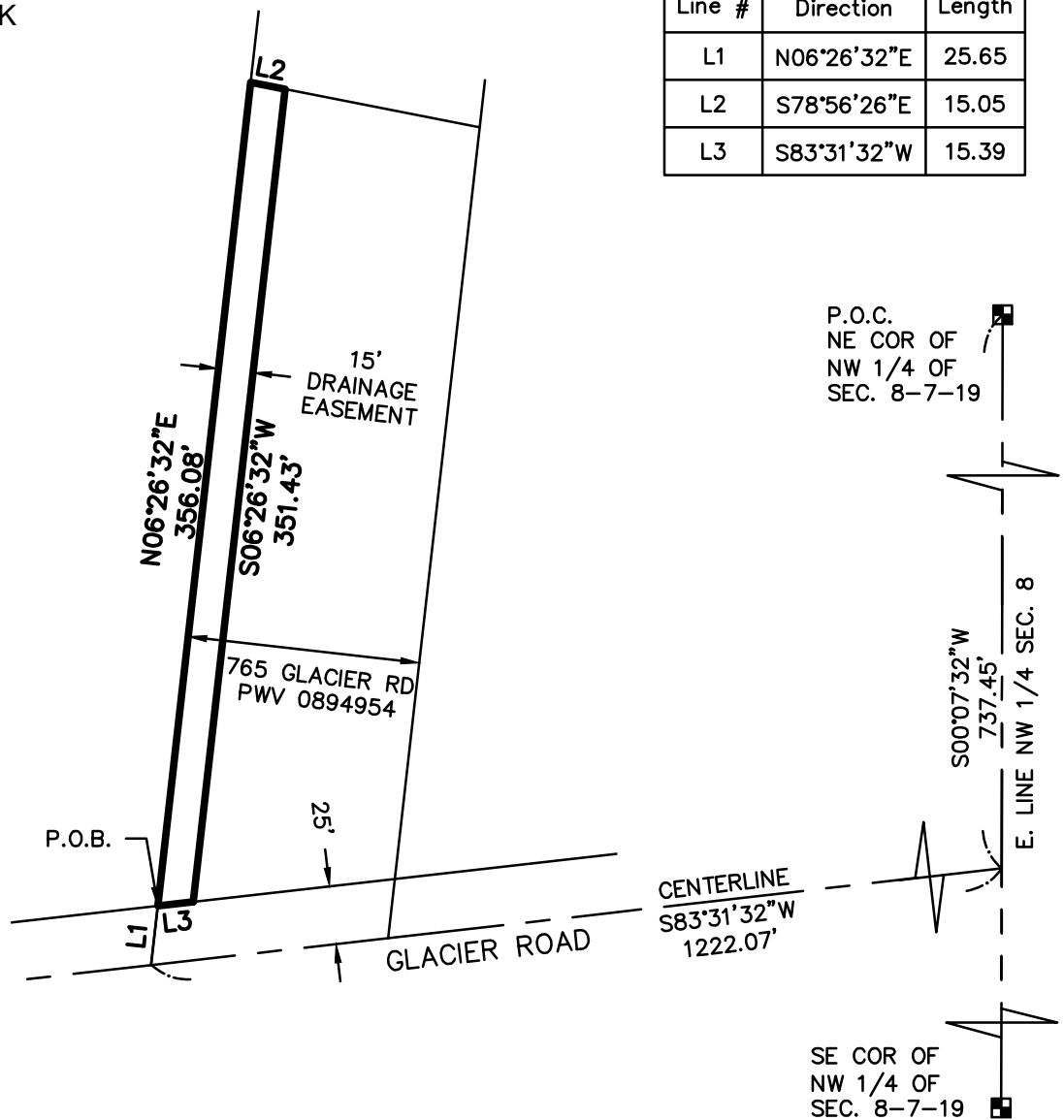
Part of the Northeast 1/4 of the Northwest 1/4 of Section 8, Township 7 North, Range 19 East, in the Village of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 8; thence South 00° 07' 32" West along the East line of said 1/4 Section a distance of 737.45 feet to a point in the centerline of Glacier Road; thence South 83° 31' 32" West along said Centerline 1222.07 feet to a point; thence North 06° 26' 32" East 25.65 feet to a point in the North line of Glacier Road and the point of beginning of lands to be described; thence North 06° 26' 32" East 356.08 feet to a point; thence South 78° 56' 26" East 15.05 feet to a point; thence South 06° 26' 32" West 351.43 feet to a point to a point in the North line of Glacier Road; thence South 83° 31' 32" West along said North line 15.39 feet to the point of beginning.

Said land contains 5,306 square feet.

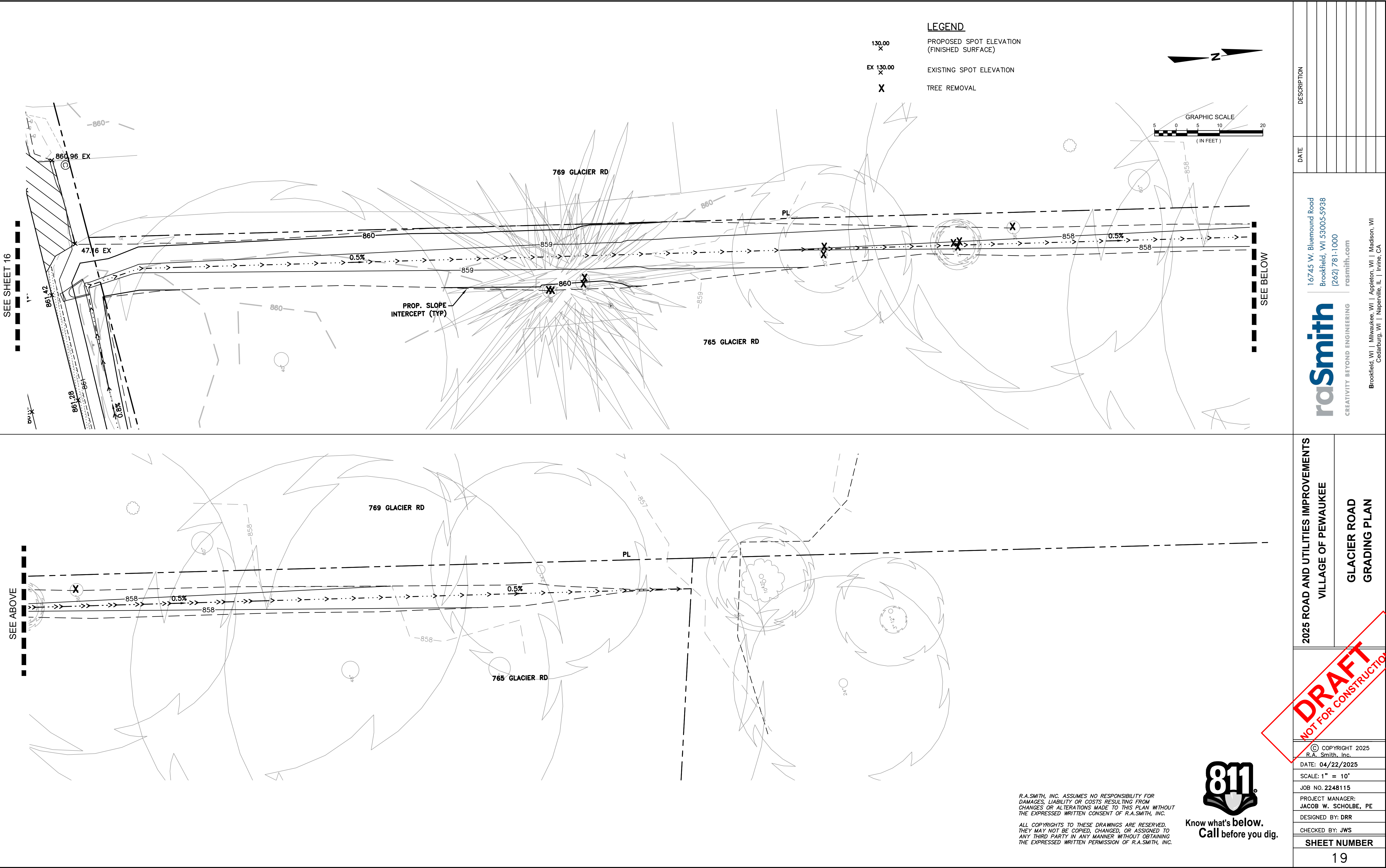
Drawing No. 169616-RMK
April 4, 2025

Line Table		
Line #	Direction	Length
L1	N06°26'32"E	25.65
L2	S78°56'26"E	15.05
L3	S83°31'32"W	15.39



raSmith
CREATIVITY BEYOND ENGINEERING

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



DESCRIPTION	
DATE	
16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com	
raSmith CREATIVITY BEYOND ENGINEERING	
Brookfield, WI Milwaukee, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	

2025 ROAD AND UTILITIES IMPROVEMENTS VILLAGE OF PEWAUKEE	GLACIER ROAD GRADING PLAN
DRAFT NOT FOR CONSTRUCTION	
© COPYRIGHT 2025 R.A. Smith, Inc.	
DATE: 04/22/2025	
SCALE: 1" = 10'	
JOB NO. 2248115	
PROJECT MANAGER: JACOB W. SCHOLBE, PE	
DESIGNED BY: DRR	
CHECKED BY: JWS	
SHEET NUMBER	
19	



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

April 24, 2025

Property Owner, Glacier Road, Village of Pewaukee

Re: Proposed 2025 Street Reconstruction and Utility Project – Glacier Road

Dear Resident,

The Village's Capital Improvement Plan includes the reconstruction of Glacier Road from W. Wisconsin Avenue to the terminus located approximately 1,300 feet to the west. This project is in the final design stage. It is critical for the Village to be able to obtain permission from some lot owners to be able to accomplish some of the work tasks. Currently, the main storm sewer drainage pipe that is not open for drainage at the downstream end so the drainage pattern needs to be redesigned. With some reditching and improving an existing side yard lot swale, the drainage can be improved to allow runoff to be conveyed from Glacier Road to the wetland area. For this project, some easements are needed from lot owners.

A drainage easement is needed from the below listed owner names and addresses:

Jason Pedersen and Mary Pedersen
765 Glacier Road
Pewaukee, WI 53072

Water main easements are needed from the below listed owner names and addresses:

Daniel J. Merkel
769 Glacier Road
Pewaukee, WI 53072

Gregory Howe and Jon Howe
762 W. Wisconsin Avenue
Pewaukee, WI 53072

Attached are the easement exhibit and signature documents to be able to grant the Village a drainage easement to install the drainage swale. You are not required to grant the Village this easement. I am requesting your signature on these documents to grant the easement to allow the project to occur. If you do not wish to grant the drainage easement, then the Village will not complete this project. If you have a mortgage on your property, then your mortgagee will also likely need to sign the mortgagee certificate.

If you have any further comments, questions, or concerns, please call me at 262-691-5694.

Sincerely,

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



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

Memo

To: Jeff Knutson, President
Village Board
Matt Heiser, Village Administrator

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

Date: July 9, 2025

Re: Agenda Item 8(d), July 15, 2025 Village Board Meeting – Review, discussion and possible action to approve design construction services for rehabilitation and painting of 125,000 gallon Steel Reservoir at Well 3

BACKGROUND

The Village planned to complete a rehabilitation and repainting of the 125,000 gallon steel reservoir located at Well 3 with address 1000 Hickory Street. A proposal is attached from Dixon Engineering, Inc. of Greenfield, Wisconsin to complete the design, bidding, construction, and post-construction services for the work to be completed.

ACTION REQUESTED

The action requested of the Village Board is to review and consider approval of the attached design and construction services contract with Dixon Engineering, Inc. as stated in the attached proposed contract for \$55,900.00.

ANALYSIS

The work needs to be properly designed and installed in accordance with the drawings and specifications, and inspected and measured for payment during construction. As part of the WDNR approval of the project, the WDNR also requires that the inspector review of certain components of the work as part of the construction to make sure the project is in substantial conformance with the plans and specifications. Dixon Engineering, Inc. proposes to provide design, bidding and contract documents, construction inspection, hold preconstruction conference, prepare payments, and closeout. After bidding occurs, the Village will enter into an Agreement with a Contractor to perform the rehabilitation and painting work. As of now, the preliminary construction cost estimate is \$300,000.00.

Recommendation:

Dixon Engineering, Inc. has successfully performed this type of design and inspection work for the Village in the past. I recommend the Village Board approve the \$55,900.00 contract with Dixon Engineering, Inc as described in attached Agreement between Owner and Dixon for Professional Services dated June 12, 2025. The project design is anticipated to begin upon approval of contract.

Attachments:

1. Proposal for work from Dixon Engineering

AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **Village of Pewaukee, Wisconsin** (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 2 (Design), Phase 3 (Bidding), Phase 4 (Construction), and Phase 5 (Post-Construction) services for the 125,000 Gallon Steel Reservoir (Well 3)** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the (Estimated/Lump Sum) Amount of **\$55,900**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Kayla Mulcahy, Project Manager June 12, 2025

PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
-------------------------------	----------	------

Co-SIGNATURE of Contract (if required)	POSITION	DATE
----------------------------------------	----------	------

AGREEMENT APPROVED by DIXON	POSITION	DATE
-----------------------------	----------	------

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: David Buechl	Designated Person: Kayla Mulcahy
Address for Owner’s receipt of notices:	Address for DIXON’s receipt of notices:
Village of Pewaukee	Dixon Engineering, Inc.
1000 Hickory Street	4811 S. 76th St., Suite 109
Pewaukee, WI 53072	Greenfield, WI 53220
Email: dbuechl@villageofpewaukee.wi.gov	Email: kaylamulcahy@dixonengineering.net

Agreement	Owner: Village of Pewaukee, WI	Page 1 of 30
Exhibits: A, C, E, GP, IR	Tank No: 49-68-10-02	

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
 - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
1. EXHIBIT A, DIXON's Services and Client's Responsibilities.
 2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
 3. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 4. EXHIBIT C, Attachments C-1, and C-2.
 5. EXHIBIT E, Electronic Documents Protocol (EDP).
 6. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 7. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
1. EXHIBIT B, Antennas
 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON 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. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON's SERVICES

A1.02 PHASE 2 Design Phase – Technical Specifications:

A. Basic Services

1. In preparing the Technical Specifications, use any specifically directed Project Strategy, Technology, and/or Techniques as designated by Client.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Coating specific modifications to General Conditions of Construction Contract.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
 - d. Or when Client supplies General Conditions DIXON shall supply and Client shall use Additions to General Conditions pertinent to coating project.
3. Advise Client of additional reports, data, information, or services, and assist Client in obtaining such reports, data, information, or services.
4. Furnish two review copies of the Design Phase documents, to Client, and review them with Owner.
5. After receipt, Client shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Visit the Site as needed to finalize the Design Phase documents.
7. In response to Client's comments, as appropriate, make revisions and furnish to Client one electronic copy of the revised Design Phase documents.
8. If antennas may interfere or add costs to the Project a review of EXHIBIT B, Antennas is required. These services are available from DIXON or can be completed by the Owner or Engineer. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of EXHIBIT B services be well defined between DIXON, Engineer, and Owner as project delays may result.
9. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Client the revised Design Phase Documents. If plans require no revisions, then after Client's review.

B. Client's Responsibilities for Technical Specifications Phase

1. In addition to other responsibilities of Client as set forth in this Agreement, Client shall provide DIXON with relevant criteria and information as to Owner's and Engineer's requirements for the Project, including design objectives and constraints, all design and construction standards, standard forms, conditions, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, that is reasonably available to Client and pertinent to those portions of the Project or specialized professional services assigned to DIXON. Including but not limited to reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. DRR Services – No services in this phase

A1.03 PHASE 3 Bidding and Contract Document:

A. DIXON's Basic Services - during Bidding Phase:

1. After receiving authorization from the Client to proceed with the Bidding Phase, DIXON will provide all following or requested services, with primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional

specialization, and with respect to the portions of the work that DIXON has designed or specified:

- a. Attend a prebid meeting and issue Addenda as clarifications if requested by Client to interpret, clarify, correct, or change the issued documents.
 - b. Consult with and advise Client as to the qualifications of prospective contractors, and of subcontractors, suppliers, and other individuals and entities proposed by the prospective contractors. For those portions of the Work where such consultation and advice as to qualifications is requested by the Engineer.
2. Provide technical criteria and file applications for permits from or for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
3. After consultation with Client, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Client, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
4. Prepare and submit to Client for compliance with local state and municipal requirements:
 - a. Section 00 00 30 Notice to Bidders.
 - b. Section 00 00 40 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700.
 - e. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - f. Section 00 54 00 Schedule of Values Form.
 - g. Section 00 72 00 General Conditions.
 - h. Section 00 73 00 Supplemental Conditions.
 - i. Section 00 91 17 Additions to General Conditions.
5. Furnish for review by Client, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Client. The Client shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
6. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Client, as appropriate, and submit one electronic copy of such documents to Client.
7. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
8. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Construction Document Fees -charges to Bidders/Contractors- will be retained as a printing, handling, and/or shipping fee.
9. Send specifications to selected Builders Exchanges and Dodge Reports.
10. Address all questions, written or verbal response, concerning the Project that are submitted to DIXON by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
11. Attend and document bid opening, create bid tabs and notify bidders of results after authorization of Engineer.

12. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
 13. After concurrence by Client issue Notice of Award to recommended Bidder.
 14. Review bonds and insurance submitted as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant for legality and compliance with required indemnification, subrogation, and other integral clauses.
 15. Furnish Client and Contractor the Contract Documents for signatures and distribution.
 16. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
 17. The submittal by Contractor of a Coating List of Substitutions is not recommended and if permitted, fees of DIXON for review will be an Additional Service.
 18. The Bidding and Contract Documents Phase will be considered complete upon commencement of the Construction Phase or upon issuance of Notice to Proceed.
- B. Client's Responsibilities for Bidding and contract Document Phase – In coordination with Prime - In addition to other responsibilities of Client as set forth in this Agreement, Client shall:
1. Perform all non itemized, but essential services not delegated to DIXON above
 2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications. The method of advertising is to be determined by the Client
 3. Provide a place for the Bid Opening and open the Bids received.
 4. Review Payment, Performance, and Maintenance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney.
 5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed.
 6. Authorize DIXON to provide Additional Services as set forth in Part 2 of Exhibit A, if necessary.
 7. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
- C. DRR Services – No services in this phase

A1.04 Phase 4 Construction:

A. Basic Services for Maintenance of Existing Structure:

1. After receiving authorization from Client to proceed with the Construction Phase, DIXON will consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700 Standard General Conditions of the Construction Contract, edition with modifications as used in the Construction Contract, and as detailed below:
 - a. Shop Drawings and Samples: Review and take other appropriate action with respect to Shop Drawings, Samples, and other data that Contractor is required to submit.
 - b. Attend a Preconstruction meeting, and address questions regarding observation services and coordination of field observations. I do not think this should be optional
 - c. Accept submittal of all matters in question concerning the requirements of the Construction Contract Documents. With reasonable promptness, recommend a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents
 - d. Prepare any technical specifications needed for Change Orders, Field Orders, Work Directives.
 - e. Review Contractor's Pay Requests.
 - f. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
 - g. Prepare Substantial Completion and other Construction documents.

2. DIXON has authority to Stop Work if DIXON questions the quality of Work or rejects the Work, or if there (in the sole opinion of DIXON) is a potential for creating an environmental contamination.
3. Recommend that Work be rejected if DIXON believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations regarding whether Contractor should correct such Work, if a portion of the Work should be uncovered, if tests are required, or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
4. Inform Client of any Work that DIXON believes is not defective; but is nonetheless, not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations for addressing such work.
5. All of Client's instructions to Contractor will be issued through DIXON, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
6. The Construction Phase will terminate upon written recommendation by DIXON or Client for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Points - General
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
 - d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point Quantities are estimates and are itemized in EXHIBIT C, Attachment C-1.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary at each Site visit observation.
 - a. Review abrasive and coating materials for approved manufactures.
 - b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
 - c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
 - d. Review coating mixing, thinning, and manufacturer's application requirements.
 - e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
 - f. Observe wet interior using high/low voltage holiday detection.
 - g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. HPWC/LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.

- b. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
- c. Collect spent abrasive for sampling and testing.
- d. Abrasive blast cleaning prior to application of the prime coat.
- e. Prime coat prior to application of the next coat.
- f. Intermediate coat prior to application of the stripe or topcoat.
- g. Stripe coat prior to application of the topcoat.
- h. Topcoat for compliance with specifications.
- 7. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
 - b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
 - c. Abrasive blast cleaning prior to primer application.
 - d. Prime coat prior to application of the epoxy intermediate coat.
 - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - f. Urethane intermediate coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 - h. Check foundations coating for compliance with specifications.
 - i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
- 8. Hold Point Cathodic Protection - Observe, Record, Report, and:
 - a. Cathodic protection repair/installation work for specification compliance.
- 9. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Complete observation of immediate neighbors from air for any possible roof damage.
 - d. Observe the installation of screens, light bulbs, etc.
 - e. Observe Site for restoration to pre-project conditions.
 - f. Formulate a punch list of items to complete.
 - g. Create a second punch list if needed before finalization.
 - h. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase Client's Responsibilities:

- 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
- 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

A1.05 Post Construction Phase:

A. Basic Services:

- 1. One Year Warranty Observation - ROV and Exterior:
 - a. Review all steel and/or concrete repairs completed during Construction Phase.
 - b. Review all wet surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
 - c. Review all dry interior surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
 - d. Review exterior surfaces for coating failures. If any coating "fails" to meet warranty requirements, quantify all findings for presentation to Contractor.

- e. Review all exterior appurtenances for damage due to corrosion or construction.
 - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
 - g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format with photos and photo descriptions.
- D. Post Construction Phase – RPR Services
- 1. Detailed above if repairs are needed.
- E. Post Construction Phase - Owner's Responsibilities:
- 1. Warranty Observation - ROV Observation:
 - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
 - b. Perform chlorine residual and bacteriological testing after completion of observation.

Note: in the DIXON supplied General conditions, all expenses related to or developing out of a failed warranty inspection such as additional DRR services and Owner's direct expenses are "set-off" costs and may be retained and withdrawn from any money still retained from Contractor's final pay request. Problem at this point, is the Contractor usually has been paid in full and there are no funds available. Contractor Contract Documents, if prepared by DIXON requires a Maintenance Bond for this situation. Contractor generally pays cash as opposed to charging the bond. If Contract Documents were prepared by others, it may be possible to recover set off cost from the Performance Bond if a warranty provision is written as a performance requirement of the contract.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
 1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis.
- B. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
 - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.
- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Fifty-Five Thousand, Nine Hundred Dollars, \$55,900** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.02-Technical Specifications			\$6,000	Lump Sum
A1.03-Bidding and Contract Documents			\$1,500	Lump Sum
A1.03-Bid Opening Meeting	1	\$1,300	\$1,300	Unit Price
A1.04-Preconstruction Meeting	1	\$1,300	\$1,300	Unit Price
A1.04- PA, Basic, Other Defined Services			\$5,000	Lump Sum
A1.04- Cathodic Protection Observation	1	\$1,250	\$1,250	Unit Price
A1.04- RPR Weld Observation	3	\$1,250	\$3,750	Unit Price
A1.04- RPR Coating Observation	24	\$1,250	\$30,000	Unit Price
A1.04- RPR Final Observation by Senior Staff	1	\$1,300	\$1,300	Unit Price
A1.05-Warranty Observation			\$4,500	Lump Sum
Total			\$55,900	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Client and DIXON

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$185.00 per diem	\$185.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 - 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by

physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

EXHIBIT E: Agreement Between
Client and DIXON

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	2016-2025 (2020)
Microsoft® Word	Office 97-Office 2021 (Office 2007)
Microsoft® Excel	Office 97-Office 2021 (Office 2007)

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, 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 their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
 - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
 - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
 - 4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON 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, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:

1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
 3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

A. Suspension:

1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 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 thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of

termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
 - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage 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 negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided by Client with respect to

Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

IR2.03 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Jeff Knutson, President
Village Board

CC: Matt Heiser, Village Administrator

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

Date: July 10, 2025

Re: Agenda item 8(e); Review, discussion and possible action to approve Change Order #2 for the temporary PFAS treatment project on Well #6.

BACKGROUND

The Well #6 Temporary PFAS Treatment Facility at 404 Lake Street is now up and running. Cornerstone One, LLC has submitted a change order request to increase the contract price as attached for three items and associated labor for a total of \$7,793.00. The additional costs for the steel plating under the jack stands under the trailer, expansion joints, and flanged adaptors and are listed in the attached supporting documents.

ACTION REQUESTED

I recommend that the Village Board to approve Change Order #2 with Cornerstone One, LLC to increase the contract price by \$7,493.00.

ANALYSIS

Water Surplus, the supplier for the filter trailer and filters, stated that steel plates would be required to support the jackstands that are being used to support the trailer. Water Surplus, strongly recommended the use of flexible, rather than rigid, connectors at the connection points to the filter trailer. These items were not included in the original design. A change order is needed to increase contract costs.

Attachments:

1. Change Order #2 for Well #6
2. Cost Breakdown of CO #2

Date of Issuance: May 6, 2025

Effective Date: May 6, 2025

Owner: Village of Pewaukee

Contract: Well 6 Temporary PFAS Treatment Facility

Engineer: Ruekert & Mielke, Inc.

Contractor: Cornerstone One, LLC

Engineer's Project No.: 8034-10025

Address: 20865 Enterprise Ave.
Brookfield, WI 53045

Effective Date of Contract: August 27, 2024

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

Description: This change order includes the addition of ten steel plates to be placed under the jackstands that support the filter trailer. This change order also includes additional costs for flexible connectors.

Reason for Change Order: WaterSurplus, the supplier for the filter trailer and filters, stated that steel plates would be required to support the jackstands that will be used to support the filter trailer. Additionally, WaterSurplus strongly recommended the use of flexible, rather than rigid, connectors at the connection points to the filter trailer.

Attachments: Cost Revision Summary Sheet dated May 5, 2025. Email from Process & Mechanical Systems, dated May 5, 2025. Submittal Sheet for Mercer Rubber Expansion Joint.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 917,310	Original Contract Times: Substantial Completion: <u>August 23, 2024</u> Ready for Final Payment: <u>October 29, 2027</u>
● Increase ● ● Decrease ● from previously approved Change Orders No. ___ to No. ___: \$ _____	Increase from previously approved Change Order No. 1: Substantial Completion: <u>May 16, 2025</u> Ready for Final Payment: <u>June 16, 2028</u> _____ days
Contract Price prior to this Change Order: \$ 917,310	Contract Times prior to this Change Order: Substantial Completion: <u>May 16, 2025</u> Ready for Final Payment: <u>June 16, 2028</u>
Increase of this Change Order: \$ 7,493	Increase of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____
Contract Price incorporating this Change Order: \$ 924,803	Contract Times with all approved Change Orders: Substantial Completion: <u>May 16, 2025</u> Ready for Final Payment: <u>June 16, 2028</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

Signature: Shane Davis

Engineer (Authorized Signature)

Signature: _____

Owner (Authorized Signature)

Signature: Bob C

Contractor (Authorized Signature)

Date: May 6, 2025

Date: _____

Date: 5/7/25

00 63 63-1

05/06/25

Ruekert & Mielke, Inc.

~8034-10025 Well 6 PFAS Assessment > 310 Construction Administration & Review > 00 63 63 Change Order No. 2~



CornerStone One, LLC
20865 Enterprise Ave.,
Brookfield, WI 53045

Village of Pewaukee Well No. 6 Temporary PFAS Treatment
Ruekert Mielke
5/5/2025

Cost Revision Summary Sheet

CSO CO #

1

Ticket #

Change Request : Expansion Joints

Self Performed Work:

<u>Labor Cost</u>	<u>Wage Rate (Per Hour)</u>	<u>Labor Hours</u>	<u>Labor Cost</u>
Engineer	\$132.07	0	\$0.00
Superintendent	\$122.68	0	\$12.78
Foreman	\$117.33	2.5	\$293.33
Journeyman	\$109.38	0	\$0.00
Premium Time	\$37.14	0	\$0.00
Double Time	\$74.29	0	\$0.00
Warehouse Truck Driver	\$93.15	2	\$186.30
Markup (Labor)	15%		\$73.86
Total Labor:			\$566.26

Material Cost (provide back up) (Tax included)

See Material Sheet		\$5,895.68
See Material Sheet		\$0.00
Markup (Materials)	15%	\$884.35
Total Material		\$6,780.03

Equipment Cost (provide back up)

See Equipment List		\$0.00
Markup (Equipment)	15%	\$0.00
Total Equipment		\$0.00

Total for Self Performed Work **\$7,346.29**

Subcontracted Work:

		\$0.00
		\$0.00
Markup (Profit)	10%	\$0.00
Total for Subcontracted Work		\$0.00

Total for Self Perform and Subcontracted Work: **\$7,346.29**
Bond Cost - 2% **\$146.93**

Total Cost of Change **\$7,493**

Cost Revision Summary Sheet	CSO CO #	1	Ticket #
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Change Request : *Expansion Joints*

Self Performed Work:

<u>Labor Cost</u>	<u>Wage Rate (Per Hour)</u>	<u>Labor Hours</u>	<u>Labor Cost</u>
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Equipment Cost (provide back up)

See Equipment List	\$0.00
Markup (Equipment) 15%	\$0.00
Total Equipment	\$0.00

Total for Self Performed Work **\$7,346.29**

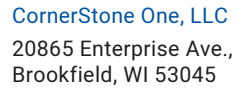
Subcontracted Work:

	\$0.00
	\$0.00
Markup (Profit) 10%	\$0.00
Total for Subcontracted Work	\$0.00

Total for Self Perform and Subcontracted Work: **\$7,346.29**

Bond Cost - 2% **\$146.93**

Total Cost of Change **\$7,493**



By:

5.50%

Phone: 262-896-9006 • Fax: 262-896-9004 • CStoneOne.com

Mike Stahl

From: george pmsireps.com <george@pmsireps.com>
Sent: Monday, May 5, 2025 1:15 PM
To: Mike Stahl
Subject: Pewaukee Well 6

Mike,

Mercer Style 451 EPDM Rubber , Open Arch Expansion Joints with
Painted Retaining Rings and CS Control Rods.

2 ea. 6" x 6" \$597.00 ea.

2 ea. 8" X 6" \$840.00 ea.

Freight is Extra and 1 week to ship.

George Kemmeter

Process & Mechanical Systems, Inc.

1343 E. Wisconsin Ave. #114

Pewaukee, WI 53072

C: 262-336-6955

george@pmsireps.com



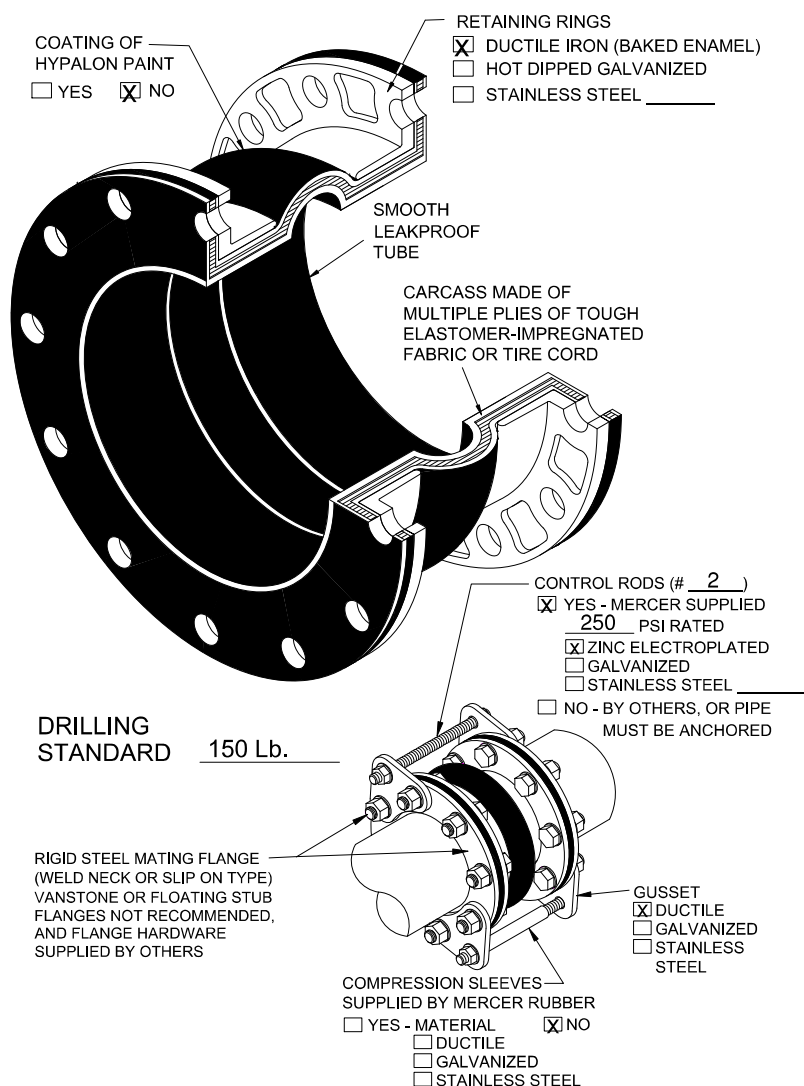
**MERCER
RUBBER Co.**

Info@Mercer-Rubber.com

350 Rabro Drive
Hauppauge, NY 11788
Tel 631-582-1524
FAX 631-348-0279

JOB NAME	PEWAUKEE WELL #6
CUSTOMER	
CUSTOMER P.O.	
MERCER NO.	
DATE	DWG. NO.

STYLE 451 EXPANSION JOINT



Tube	Cover		Temperature Rating
<input type="checkbox"/>	<input type="checkbox"/>	Natural Rubber	180°F
<input type="checkbox"/>	<input type="checkbox"/>	Chlorobutyl	250°F *
<input type="checkbox"/>	<input type="checkbox"/>	Neoprene	225°F
<input type="checkbox"/>	<input type="checkbox"/>	Nitrile (Buna N)	210°F
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EPDM	250°F *

* Intermittent use only

Expansion joints installed in piping systems must be anchored on both sides of the joint. In this case no control rods are necessary providing piping movements are within allowables. If control rods are installed as a safety measure, the locking nuts must be backed off with a clearance equal to the specified axial movement. The expansion joint will exert a thrust force on the anchors. To calculate pressure thrust on anchors use the following equation

$$\text{Pressure Thrust} = (\text{Pressure Thrust Area}) \times (\text{Rated Working Pressure})$$

Expansion joints installed in unanchored piping or connected to isolated equipment must have control rods. Once control rods are installed the joint will no longer act as an expansion joint, since the pressure will extend the joint into the nuts of the control rods. The joint will no longer take up axial motion. It will make up for misalignment, transverse and possibly angular motion. In this case the nuts of the control rods should be threaded tight to control rod gussets, thereby locking out control rods. Initial misalignment should be kept to a maximum of 1/8". Expansion joint flanges must be in contact with a continuous surface, or a maximum of 1/16" standard raised face. Depressions or protrusions typical of victaulic or similar type flanges must be covered with a steel spacer flange first. Rubber flanges will not retain loose elements in valve bodies that rely on contact with a steel flange. In these applications, a steel spacer flange must be inserted between the rubber expansion joint and the valve body.

PRESSURE RATINGS

Natural Rubber	250 psig@150°F / 225 psig@180°F
Chlorobutyl	250 psig@150°F / 180 psig@225°F
Neoprene	250 psig@150°F / 180 psig@225°F
Nitrile (Buna N)	250 psig@150°F / 200 psig@210°F
EPDM	250 psig@150°F / 180 psig@225°F

STYLE 451 DIMENSIONS, ALLOWABLE MOVEMENTS and OPERATING PRESSURES

QUANTITY	SIZE (in)	FACE TO FACE F.F. (in)	FLANGE OD (in)	DIA. BOLT CIRCLE (in)	NO. OF HOLES	DIA. OF HOLES (in)	AXIAL COMPRESSION (in)	AXIAL EXTENSION (in)	LATERAL DEFLECTION (in)	VACUUM RATING (in Hg.)	PRESSURE THRUST AREA (in ²)
	1 1/2	6	5	3 7/8	4	5/8	1 3/4	7/8	1	29	10
	2	6	6	4 3/4	4	3/4	1 3/4	7/8	1	29	13
	2 1/2	6	7	5 1/2	4	3/4	1 3/4	7/8	1	29	16
	3	6	7 1/2	6	4	3/4	1 3/4	7/8	1	29	20
	4	6	9	7 1/2	8	3/4	1 3/4	7/8	1	29	28
	5	6	10	8 1/2	8	7/8	1 3/4	7/8	1	29	38
2	6	6	11	9 1/2	8	7/8	1 3/4	7/8	1	29	50
2	8	6	13 1/2	11 3/4	8	7/8	1 3/4	7/8	1	29	79
	10	8	16	14 1/4	12	1	1 3/4	7/8	1	29	113
	12	8	19	17	12	1	1 3/4	7/8	1	29	154

DWN	MWC	CHKD	DATE
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DWG. No.



To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 10, 2025

Re: July 11, 2025 Village Board Agenda Item 8(f)
Review, discussion and possible action on a request for the Village to share sidewalk replacement costs by 115 Main Street.

BACKGROUND

The Village recently received a request to contribute to the cost of sidewalk replacement from the owners of 115 Main Street.

The Village Board did approve a contribution to cover one-third of the cost of sidewalk replacement in front of 203 W. Wisconsin (aka Brewfinity). This formal action took place at their January 21, 2025 meeting. It amounted to \$5,000 of expense.

ACTION REQUESTED

Staff is not requesting an action on this item. It is the Board decision whether or not to contribute.

ANALYSIS

The owner at 115 Main Street will assert that the precedent was set with the contribution at 203 W Wisconsin. The owner is requesting the Village contribute one-third as it did at the other location. The invoice for the total amount of work was \$22,800 which makes their request a contribution of \$7,600.

The situations are not the same. During their discussion of 203 W Wisconsin the Board took into account the fact the owner at 203 W Wisconsin opens the private parking lot for public use during community events.

Attachments:

1. Invoice of work done at 115 Main Street showing total expense.

PLM Paving and Concrete

W225N3178 Duplainville Rd
Pewaukee, WI 53072
262-691-3964
sales@plmpaving.com

Prepared by: Tom Opie
tom@plmpaving.com
414.406.2718



Prepared For:
Chris Tollefsen
491 Park Ave
Pewaukee, WI 53072
414-550-6810

Attention:
Chris Tollefsen

Project Address:
Koepp Realty Building
115 Main St
Pewaukee, WI 53072

Dear Chris Tollefsen, thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

CONCRETE FLATWORK (REPLACEMENT)

\$22,800.00

Remove existing municipal concrete sidewalk totaling 1,070 sf:

- Saw-cut, excavate, and remove existing concrete.
- Shape, grade and compact base course. Include up to 1" maximum depth aggregate crushed aggregate base course for fine grading.
- Drill and pin (if required) into adjacent concrete with 1/2" steel rebar.
- Frame and pour using 4,000 psi commercial concrete mix.
- Lightly broom finish and sawcut joints.
- Install asphalt patch along new sidewalk using 2 lifts of 2" each.

PROPOSAL TOTAL: \$22,800.00

This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached, and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for the return of the original documents to us.

Required payment Schedule: 25% due at time of execution of proposal, 75% due upon completion. All invoices are due 15 days after date on the invoice. Any payment not made when due shall accrue compound interest at a rate of 2% per month. Progress payments not received per this payment schedule will result in stoppage of work. Should Customer wish to pay for this work with a credit card, a 4% markup to the total contract price including all accepted options and change orders will be added to the contract total.

Client Signature: _____ Today's date: _____

Parties: Parking Lot Maintenance, LLC, a Pave America company, ("PLM") and the Customer hereby mutually agree to be bound by these General Terms and Conditions ("Terms"), which are made part of and incorporated into the foregoing Proposal. These Terms and the Proposal including all attached pages are collectively referenced below as "the Agreement".

Terms and Conditions:

- Upon Customer's written acceptance of this proposal, the Customer accepts the project specifications and materials set forth herein. No other terms and conditions, or amendment to these terms and conditions, shall be enforceable unless set forth in writing and signed by all parties. Any refusal by the Customer to proceed with the project after acceptance of the proposal shall be deemed a material breach of this contract and Customer agrees to the recovery of damages incurred by Parking Lot Maintenance, LLC ("PLM") and/or its subcontractors for all lost profit and costs, including all planning, design, preparation, and materials identifiable to the contract.
- All permits are the Owner's responsibility prior to the commencement of the project unless PLM has specified otherwise in writing. • If PLM is unable to start or complete the proposed project due to obstructions (e.g., vehicles) or other actions of the Owner, the Owner shall be responsible for all costs associated with removing the obstruction (e.g., towing) or correcting the cause plus 30% over and above direct costs (labor, equipment) to cover PLM's overhead and profit.
- PLM shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, the Contractor will undertake the work during its normal operating schedule.
- **Due to the uncertainty of material pricing, for example, but not limited to: asphalt, fuel and concrete; PLM reserves the right to modify the contract price in the event the documented cost of the products increase from the date of the proposal compared to the price at the time of contract execution.**

Exclusions: Customer acknowledges and shall be solely responsible for the following:

- Due to uncertainty with the soil conditions, if additional excavation is required due to unsuitable or unstable soils, any materials requiring to be removed at \$30/ton and replaced at \$30/ton. Final invoicing will be based on as-built quantities measured in the field and verified by load tickets.
- Unless otherwise noted in this proposal, PLM is not responsible for any damage to private electrical lines, private utilities, or anything not marked by Diggers Hotline
- PLM is not responsible for any landscape restoration related to construction activities.
- PLM is not responsible for tire marks on asphalt, sealcoat and/or concrete.
- PLM is not responsible for any damage to existing asphalt or concrete pavement from construction traffic requiring trucks and equipment to travel to perform the work outlined above.
- PLM is not responsible for property line delineation.
- All permits, engineering and testing, subgrade stabilization (undercutting), utility adjustments of underground facilities, manholes, water valves or underground structures and architectural drawings are by others including all fees associated unless otherwise agreed and noted in the above scope of work. Customer agrees to indemnify, protect and hold PLM harmless from any and all damages, expenses, attorneys' fees suffered or incurred on account of Customer's breach of any obligation or covenant of this proposal.

Site Drainage / Site Conditions:

- In the event underlying concrete, wood, other materials or unusual, unsuitable, unstable, or contaminated sub-surface conditions are discovered during excavation on the job.
- In any case where 1.5% drainage in all directions is not present or achievable, it is understood and agreed that water ponding may occur and that no warranty will attach to the paving work.
- Unless specifically stated in the description of the work to be performed, PLM is not responsible for modifying or changing the elevations of the existing asphalt or concrete to meet or exceed ADA standards or Compliance.
- PLM at its sole discretion may refuse to construct work when temperatures and moisture do not allow for a quality, warrantable finished product. When necessary, Owner/Agent will be required to sign off on a waiver of warranty which will be delivered to Owner/Agent in advance of construction with advance notice prior to construction activities.

Materials and Workmanship:

- All materials will be as specified. All work will be performed in a workmanlike manner in accordance with industry standards. PLM does not guarantee or warrant the project from cracking, whether original installation or resurfacing, and Owner understands that cracking is likely to occur. PLM is not responsible for filling cracks in existing deteriorated (alligator) areas unless otherwise specified in writing. PLM shall not be responsible for any damages based on abuse, misuse or Owner's failure to backfill edges of paved areas. All labor performed and material provided is conclusively accepted and satisfactory unless PLM is notified in writing within 5 days after project is completed. All stone, asphalt and concrete depths indicated are to be average depths after compaction.
- Although PLM will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved, or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the worksite is the responsibility of the Customer. The contractor is not responsible for crack sealant that adheres to tires. The contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the parking lot and or area being sealed or treated.
- Concrete projects are not guaranteed to be 100% consistent in color and depending on ambient temperature, moisture/humidity, sun/shade combinations the concrete may cure with inconsistent appearance.
- Any sealcoat project with shaded areas due to tree cover, buildings and obstructions may not cure properly or in a timely manner consistent with the remainder of the project and PLM reserves the right to not warranty these portions of the completed project.
- Customer agrees that this proposal is subject to PLM standard one (1) year warranty, on all materials and labor based on industry standards and reserves the sole right to determine the means and methods to complete any mutually agreed repairs
- Warranty is voided in the event of non-payment for any payment due based on original Proposal and any subsequent Change Orders until payment is received in full.

EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY:

- PLM's liability with respect to any breach of this Contract or any breach of any warranty that would be found to exist shall not exceed the contract price. PLM shall not be subject to and disclaims:
- (1) Any other obligations or liabilities arising out of breach of contract or warranty, including any implied warranty of merchantability or fitness for a particular purpose
- (2) Any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by PLM, or any undertakings, acts or omissions relating thereto, and (3) All consequential, incidental special and/or contingent damages whatsoever. Owner agrees to indemnify and hold harmless PLM from any and all claims, liabilities, costs and expenses of any nature arising from injuries to third parties at the job site or the interruption or destruction of Owner/private underground cable, pipes or installations.

Work of Others:

- PLM shall not be liable for any damage because of any delay due to any cause beyond PLM's complete control, including but not limited to any act of God, act of Owner, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers or Owner's or PLM's inability to obtain the necessary permits or licenses or comply with any other governmental regulations concerning the installation or performance.
- In the event of any such delay, the date of completion shall be extended for a period equal to the time lost by reason of the delay. Claims by Owner against PLM must be made in writing to PLM within five (5) days of knowledge of the alleged claim and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Owner.

Severability:

- If any of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or

unenforceability shall destroy the underlying business purpose of these Terms and Conditions.

Price and Payment:

- The prices in this proposal are PLM's prices for the goods and/or services with the Exclusion of Consequential Damages and Disclaimer of Other Liabilities, set forth above, including the disclaimer of strict liability and other tort liability, enforceable against the Owner. If Owner desires for PLM to provide a greater or additional warranty and/or to be liable for some or all of the matters disclaimed herein, then the Owner must notify PLM in writing and a new contract will be prepared which excludes this language, but which reflects higher sales prices reasonably compensating PLM for assuming that additional exposure.
- Each phase of work will be billed upon completion of that phase and payment is not contingent on 100% completion of the project.. PLM reserves the right to grant or deny credit and may withdraw credit privileges at any time, for any reason, at its own discretion. Customer agrees to pay all invoices within 15 days of the invoice date. Customer agrees to pay a service charge of 2.0% per month (24% per annum) on all past due balances and consents to the assignment of collection rights to its designated agent or assignee. Customer further agrees to pay all collection costs including reasonable attorney fees, lien fees and court fees; and herewith waives all claims or rights to claim exemptions under applicable state laws.. This contract shall be governed by the laws of the State of Wisconsin, County of Waukesha. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Customer's warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable. Should Customer wish to pay for this work with a credit card, a 4% markup to the total contract price including all accepted options and change orders will be added to the contract total.
- The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Customer. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Customer delay in completion of the work. Customer agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.

NOTICE OF LIEN RIGHTS: "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDING(S) IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED PRIME CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY. THE UNDERSIGNED PRIME CONTRACTOR AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL CLAIMANTS ARE DULY PAID.

PLM IS NOT RESPONSIBLE FOR PAVEMENT BREAKAGE DUE TO CONSTRUCTION TRAFFIC. PLM IS NOT RESPONSIBLE FOR DAMAGE TO OR INJURIES CAUSED BY ANY OWNER/PRIVATE INSTALLED UTILITIES, GAS, ELECTRIC, WATER, SEWER, CABLE, TELEPHONE, PIPES, LINES, CONDUITS, OR OTHER UNDERGROUND OBSTRUCTIONS, (herein "UNDERGROUND INSTALLATIONS").

- Customer shall not prematurely subject the work to any type of traffic; loads more than the design capacity before proper cure, or in a manner which may damage the work. PLM is not responsible for graffiti, tire tracks, animal, or human footprints, etc., on finished concrete/asphalt.



To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 10, 2025

Re: July 11, 2025 Village Board Agenda Item 8(g)
Discussion and possible action to confirm Committee/Board Appointments by the Village President:

- i. Aquatic Weed Commission – 2 Trustees
- ii. Police Union Negotiations – 1 Trustee

BACKGROUND

The recent update of the Aquatic Weed Commission ordinance now allows for the appointment of two Village Board Members.

President Knutson has appointed:

- Trustee Kelli Belt as Chairperson.
- Trustee Nick Stauff as the other Board representative.

The contract with the police union expires on December 31, 2025. It will be time soon to resume negotiations to extend that contract. Trustee Belt was the Village Board representative for the 2024-2025 contract and President Knutson reappointed her for the upcoming negotiations.

ACTION REQUESTED

The action requested of the Village Board is to approve the Village President's appointments.

ANALYSIS

None.

Attachments – None.



To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 10, 2025

Re: July 11, 2025 Village Board Agenda Item 8(h)
Review, discussion and possible action for the Village to share funding of a traffic signal
at the intersection of State Highway 164 and Lindsay Road.

BACKGROUND

The Village explored installing traffic signals at this intersection in 2023/2024. They discussed this project with the Wisconsin Department of Transportation (WisDoT) and the City of Pewaukee. The intersection is entirely within the Village but the City was invited into the dialog because it is believed much of the traffic passing through it originates from the City.

WisDoT is planning to repave Hwy 164 in 2026 from Swan Road to County Q. WisDoT informed the Village that the intersection did not meet the criteria for them to install signals but did offer to integrate their installation into their 2026 project if the Village paid for them. The cost of the project at that time was estimated at \$300,000. WisDoT provided a cost-sharing agreement they required to incorporate the work into their project. Cost-sharing discussions among the various entities bogged down last year.

A recent concern from a resident resurrected interest in the project. Staff was told by WisDoT engineers that it was too late to include this work as part of their 2026 project. The design phase for it is closed and they are preparing to bid.

ACTION REQUESTED

Staff is not requesting any action on this item.

ANALYSIS

WisDoT does have a permit process for work performed on or adjacent to a state highway. The Village could pursue this as its own project. It is unknown at this time if WisDoT would approve an application for work performed concurrent with their project or how long the application process would take.

Attachments:

1. Cost-sharing agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PEWAUKEE AND VILLAGE OF PEWAUKEE CONCERNING
TRAFFIC SIGNALIZATION**

This Intergovernmental Agreement is made between the **CITY OF PEWAUKEE**, a municipal entity located in Waukesha County ("City"), and the **VILLAGE OF PEWAUKEE**, a municipal entity located in Waukesha County ("Village"), under §66.0301, Wis. Stats.

WHEREAS, the City and Village have traffic safety concerns related to the intersection of Pewaukee Road (STH 164) and Lindsay Road (the "Intersection") located within the Village but traversed regularly by residents of the City; and

WHEREAS, based upon these safety concerns, the Village and the City have determined it in their respective best interests and in the general interest of public safety that traffic control signalization be installed to regulate traffic at the intersection; and

WHEREAS, the Village ~~and City have~~ entered into an agreement with State of Wisconsin establishing the terms and conditions for the installation of the traffic control signalization as a non-participating item in their design and construction project; and

Commented [MW1]: City and Village?

WHEREAS, the Village would not bear the sole cost of the installation of the traffic control signalization without City support; and

WHEREAS, the City has agreed to share the costs of the installation of the traffic control signalization at the Intersection.

NOW, THEREFORE, the City and the Village agree:

1. PROJECT DESIGN, BID AND CONSTRUCTION.

- a. Upon approval of the Village Board and City Common Council, ~~the~~ the Village and City shall execute the letter agreement with the WisDOT to install signals as a non-participating item in WisDOT's current design and construction project (2370-00-05 and 2370-00-75).
- b. The City shall pay ____% of the non-participating item in the WisDOT project 2370-00-05 and 2370-00-75.

2. RESPONSIBILITIES OF THE PARTIES.

- a. No Traffic Control Signalization Project non-participating item agreement ("Contract") shall be entered unless it is approved by both the City Common Council and the Village Board.

- b. The Village shall monitor and enforce the terms of the ~~Contract~~ agreement. The City and Village shall each be responsible for any costs incurred in enforcing the terms of the Contract, with the percentage of costs allocated to each party according to the same percentage of responsibility set forth in Section 2c. of this Agreement.
- c. The Village shall be responsible for ____% of the Traffic Control Signalization Project costs. The City shall be responsible for ____% of the Traffic Control Signalization Project costs.
- d. The Village will bill the City for WisDOT expenses periodically as expenses are incurred, which shall not exceed once per month. Each invoice from the Village shall include copies of invoices received from WisDOT for the expenses. The Village will not pay expenses until they are approved by the City, to ensure that both municipalities agree with the WisDOT charges before they are paid. However, if the City disputes a charge that the Village believes to be a valid charge, the Village may pay the disputed charge, and seek reimbursement under the Arbitration provision of this Agreement.
- e. Upon receipt of each WisDOT payment request the City shall delegate the review of such payment requests to the City Engineer. The City Engineer shall review such payment requests and notify the Village within ten (10) days of receipt whether the invoices are approved or rejected, and if rejected shall state the basis for rejection. The City's failure to provide timely notification under this paragraph will constitute approval of the applicable invoice by the City and waiver of any further dispute thereof.
- f. The City shall reimburse the Village for their portion of expenses, within 30 days of receipt of an invoice from the Village. If the City disputes any such invoice, the City must provide notice of such dispute to the Village as soon as possible and no later than within ~~tenthirty~~ (1030) days of receipt of an invoice therefor. The City's failure to provide timely notification under this paragraph will constitute approval of the applicable invoice by the City and waiver of any further dispute thereof.

3. **DUTY TO COOPERATE.** Each party shall commence, carry on, and complete its obligations under this Agreement with all deliberate speed and in a sound economical and efficient manner, under this Agreement and all applicable laws.

4. **DURATION.** This agreement shall be in effect until the terms of the construction contract are complete including final payment and warranty period.

5. **NO WAIVER.** In no event shall making any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by either party of any breach of the covenants of this Agreement or a waiver of any default of the other party, and making any such payment or acceptance of any such service by the conforming party while any such default or breach by the other party shall exist shall in no way impair or prejudice the right of the conforming party regarding recovery of damages or other remedy because of such breach or default.

6. **SEVERABILITY.** The provisions of this Agreement are declared to be severable and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.

7. **NO THIRD-PARTY RIGHTS.** This is an Agreement between the parties, and nothing herein creates any rights in any third person.

8. **LIABILITY.** Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. The parties do not intend to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement. Nothing within this paragraph or contract is intended to be a waiver or estoppel of the municipality or its insurer to rely upon the limitations, defenses, and immunities within Wisconsin law, including those contained with Wisconsin Statutes 893.80, 895.52, and 345.05. If indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution an amount greater than the limits of liability for municipal claims established by Wisconsin law.

9. **COMPLIANCE.** Each party warrants for itself that it has complied with all statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

10. **ARBITRATION.** If any disputes arise between the City and the Village under to this Agreement, the dispute will be resolved by binding arbitration in accord with Chapter 788 Wis. stats. The City and Village shall share equally the costs of any arbitration.

11. **ENTIRE AGREEMENT AND AMENDMENTS.** The entire Agreement of the parties is contained herein and this Agreement supersedes any oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree this Agreement shall not be amended by any fashion except in writing, executed by the parties.

This Agreement shall take effect upon passage and posting as provided by law.

Signature Pages to Follow

Passed and approved this _____ day of _____ 20__

CITY OF PEWAUKEE, WISCONSIN

By: _____

ATTEST:

Passed and approved this _____ day of _____ 20__

VILLAGE OF PEWAUKEE, WISCONSIN

By: _____

ATTEST:



To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 10, 2025

Re: July 11, 2025 Village Board Agenda Item 8(i)
Review, discussion and possible action to approve the purchase of a dump truck.

BACKGROUND

The Village budgeted \$250,000 for this vehicle in 2024. This is the lowest of 2 quotes but still \$11,615 over that amount. Expected delivery is 12-14 months out.

The financial policy of the Village requires all expenditures over \$15,000 to be approved by the Village Board including budgeted items.

ACTION REQUESTED

The action requested of the Village Board is to approve the lower quote for a International HV507 Tandem Truck for a total cost of \$261,614.65.

ANALYSIS

None.

Attachments:

1. Quote from Lakeside International for the chassis of the vehicle. Quote from Burke Truck for the box and plow attachment hydraulics.
2. Second Quote for truck.



HV507 SFA

Sales Proposal For:
VILLAGE OF PEWAUKEE

Presented By:
LAKE SIDE INTL, LLC

2025 International Truck

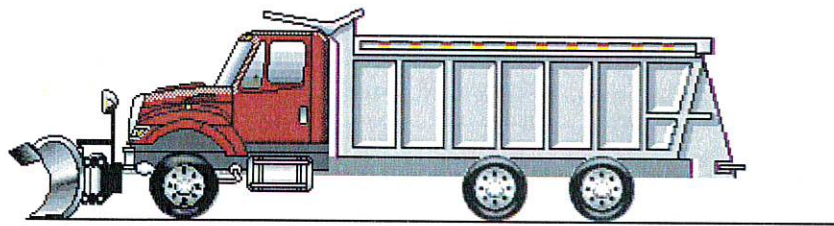
Prepared For:

VILLAGE OF PEWAUKEE
 Jay Bickler
 235 HICKORY ST.
 PEWAUKEE, WI 53072-
 (414)691 - 5660
 Reference ID: TA AIR

Presented By:

LAKESIDE INTL, LLC
 Patrick McNamara
 11000 W SILVER SPRING RD
 MILWAUKEE WI 53225 -
 (414)353-4800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 HV507 SFA (HV507)

AXLE CONFIG:	6X4
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 43000. Calc. GVWR: 66000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 31.86% / 3.49% @ 55 MPH Calc. Geared Speed: 64.3 MPH
DIMENSION:	Wheelbase: 189.00, CA: 114.00, Axle to Frame: 79.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer D-2000W} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 6.14 Conventional, Day Cab
CAB:	
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson PRIMAAX EX} 46,000-lb Capacity, 56" Axle Spacing, 9.0" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100WK Location 1: 2303, Red (Std) Chassis schematic N/A

Code	Description
HV50700	Base Chassis, Model HV507 SFA with 189.00 Wheelbase, 114.00 CA, and 79.00 Axle to Frame.
1AND	AXLE CONFIGURATION 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)
2AYJ	AXLE, FRONT NON-DRIVING {Dana Spicer D-2000W} Wide Track, I-Beam Type, 20,000-lb Capacity
	<u>Notes</u> : Axle Lead Time is 52 Days
3AHU	SUSPENSION, FRONT, SPRING Multi-Stage Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqli Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqli
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping

<u>Code</u>	<u>Description</u>
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WCM	EXHAUST HEIGHT 8' 10"
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8541	HORN, ELECTRIC (2) Disc Style
8GHU	ALTERNATOR {Delco Remy 28SI} Brush Type, 12 Volt, 200 Amp Capacity, Pad Mount, with Remote Sense
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8HAU	BODY BUILDER WIRING INSIDE CAB; Includes Sealed Connectors for Tail/Amber, Turn/Marker/Backup/Accessory, Power/Ground, and Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn & Tail Lights, Truck Lite Super 40 for Backup Lights, with Power Module, "International" Termination and Less Junction Box, Includes Incandescent License Plate Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

<u>Code</u>	<u>Description</u>
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAH	LOGOS EXTERIOR, ENGINE Badge Shipped Loose
9ANG	HOOD, HATCH (01) for Servicing
9HBM	GRILLE Stationary, Chrome
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
10WKT	KEYS - ALL ALIKE, ID I-1540 Compatible with Z-122
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

<u>Code</u>	<u>Description</u>
	<u>Includes</u>
	: DEAERATION SYSTEM with Surge Tank
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
	: RADIATOR HOSES Premium, Rubber
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WVH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
14HRC	AXLE, REAR, TANDEM {Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 6.14
	<u>Notes</u>
	: Axle Lead Time is 45 Days
14UNX	SUSPENSION, REAR, AIR, TANDEM {Hendrickson PRIMAAX EX} 46,000-lb Capacity, 56" Axle Spacing, 9.0" Ride Height, with Shock Absorbers
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab

<u>Code</u>	<u>Description</u>
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16LSD	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Mordura Cloth, Isolated, with 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment, Single Chamber Air Lumbar Support
16LUN	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Mordura Cloth, with Fixed Back
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SJX	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.
16SNV	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16VSL	WINDSHIELD Heated, Single Piece
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJP	INSTRUMENT PANEL Wing Panel
16XTK	ACCESS, CAB Bright Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Extended Cab
27DUR	WHEELS, FRONT {Accuride 41730} DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

<u>Code</u>	<u>Description</u>
28DWR	WHEELS, REAR {Accuride 43644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7382135444	(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545437	(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
	Special Delivery Prep (Med)
	FM
	Dual Airbag Wing Support
	Wing Window
	Title and Registration Fees

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$142,738.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

PRICE QUOTED IS CURRENT PRICE OFFERED BY THE MANUFACTURER. BE AWARE FINAL PRICE AT DELIVERY COULD CHANGE DUE ADDITIONAL COSTS BY MANUFACTURER.

PRICE GUARANTEE DOES NOT INCLUDE GOVERNMENT MANDATES AND ASSOCIATED COSTS, SPECIFICATION CHANGES, FREIGHT, VENDOR PRICE INCREASES AND COMPONENT AVAILABILITY OR MODEL DISCONTINUATION, AND MATERIAL SHORTAGE SURCHARGES. THE AVAILABILITY OF THE TIRES QUOTED CANNOT BE GUARANTEED. INTERNATIONAL RESERVES THE RIGHT TO SUBSTITUTE ANY OR ALL OF THE TIRES, WITH TIRES OF COMPARABLE SIZE FROM ANOTHER MANUFACTURER. INTERNATIONAL AND AFFILIATED DEALERS ARE NOT RESPONSIBLE FOR THE EXPENSE OF CHANGING THE TIRES TO ANOTHER BRAND OR TREAD DESIGN.

This proposal (quote) is valid if chassis is produced by 12/31/25 (price does not guarantee cost of freight or surcharges). Chassis built after 12/31/25 will receive new pricing once build date has been determined. The future cost of Freight, surcharges and 2026 emission charges, are unknown currently, your Lakeside representative will communicate these new increases as soon as we are notified.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Village of Pewaukee
Firm or Business Name
Jay Bickler 12-5-24
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

DPW Operations Supervisor
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

BURKE TRUCK & EQUIPMENT, INC.

5337 REINER RD., MADISON, WISCONSIN 53718

888-249-9788 / 608-249-9788 / FAX: 608-837-7530

Email: burke@burketruck.com / Web: www.burketruck.com

11/18/24

*\$ 261,614.65
Total
Package/Truck*

Prepared for the Village of Pewaukee



2008 International pictured

2025 Tandem Patrol Truck Package

Accessory Equipment Summary

- J-Craft 12.1/15.1-yd 409 stainless steel dump body
- Burke Road Tamer 12-ft moldboard plow with trip moldboard
- Burke Snow Patrol 10-ft wing
- J-Craft 201 stainless steel tailgate spreader with 6-inch auger
- Electronic spreader controls
- Burke Sealed electrical system
- Manual hydraulic controls for plow, wing and dump body
- Cab and chassis under coated and rust proofed.

*not the
Truck!*

NO

*Plow
Setup*

Burke Truck & Equipment, Inc. detailed spec list

Village of Pewaukee
1000 Hickory Street
Pewaukee, Wisconsin 53072

Attn: Mr. Jay Bickler

Dear Mr. Bickler, thank you for the opportunity to quote you on the equipment listed in this specification. If there are any questions or changes that need to be addressed, please feel free to contact me.

Total equipment package as listed.....\$151,550.00

Burke Truck & Equipment Inc. is pleased to offer the Village of Pewaukee a 1 ½% discount on the total equipment package if they pay one half of the total equipment package at the time of order, with the remaining balance due after delivery of the completed truck.

Total package price.....	\$151,550.00
First half payment.....	\$75,775.00
Discount.....	\$2,273.25
Second half payment.....	\$72,143.75
Total package price after discount.....	\$149,276.75

Total Package price with the following deductions. wing, tailgate spreader and pre-wet system. Truck will be setup with all hydraulics and controls to add deducted items on at a later date.....\$120,690.00

Total package price.....	\$120,690.00
First half payment.....	\$60,345.00
Discount.....	\$2,010.35
Second half payment.....	\$58,334.65
Total package price after discount.....	\$118,879.65

Sincerely

Jeff Smith
Burke Truck & Equipment Inc.

Jay Bickler
DPW Operations Supervisor
Village of Pewaukee

11-25-2024

Prepared for:
Jay Brickler
PEWAUKEE VILLAGE OF
1000 HICKORY STREET
PEWAUKEE, WI 53072
Phone: 414-254-3390

Prepared by:
Shaun Fleming
TRUCK COUNTRY OF WISCONSIN
INC.
9202 N. 107TH STREET
MILWAUKEE, WI 53224
Mobile:
E-Mail:
shaunfleming@truckcountry.com

QUOTATION

#3

WESTERN STAR 47X

SET FORWARD AXLE - TRUCK
CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-
FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
CUMMINS-MERITOR MT-40-14XP 40,000# R-SERIES
TANDEM REAR AXLE WITH PUMP
TUFTRAC GEN2 40,000# REAR SPRING SUSPENSION

CUMMINS-MERITOR MFS-20-133A 20,000# FL1 71.0
INCH KPI/3.74 INCH DROP SINGLE FRONT
AXLE
23,000# FLAT LEAF FRONT SUSPENSION
111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
5190MM (204 INCH) WHEELBASE, SFA ONLY
13.0MM X 87.0MM X 311.0MM STEEL FRAME
(0.51X3.43X12.24 INCH) 120 KSI
1525MM (60 INCH) REAR FRAME OVERHANG

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 143,145	\$ 143,145
EXTENDED WARRANTY		\$ 2,422	\$ 2,422
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 145,567	\$ 145,567

TAXES AND FEES

TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
--------------------	--------	--------

BALANCE DUE	(LOCAL CURRENCY)	\$ 145,567	\$ 145,567
-------------	------------------	------------	------------

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 10, 2025

Re: July 11, 2025 Village Board Agenda Item 8(j)
Review, discussion and possible action to approve the purchase of a utility tractor.

BACKGROUND

The Village budgeted \$175,000 for this vehicle in 2024. Total cost is \$174,959. Expected delivery for it would be later this year. This is the lowest of 2 quotes.

The financial policy of the Village requires all expenditures over \$15,000 to be approved by the Village Board including budgeted items.

ACTION REQUESTED

The action requested of the Village Board is to approve the lower quote for a John Deere 5105M Utility Tractor for \$174,959.

ANALYSIS

None.

Attachments:

1. Quote from Proven Power for the tractor itself. Quote from Serwe Implement for the mower flail attachments.
2. Second Quote for tractor.



JOHN DEERE

Quote Summary

Prepared For:

VILLAGE OF PEWAUKEE
1000 HICKORY ST
PEWAUKEE, WI 53072
Business: 262-991-5660

Prepared By:

Bob Burmeister
Proven Power, Inc.
N68 W36046 Highway K
Oconomowoc, WI 53066
Phone: 920-474-4890
bob.burmeister@provenpower.com

Quote Id: 31910186

Created On: 30 October 2024

Last Modified On: 30 October 2024

Expiration Date: 30 November 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5105M Utility Tractor	\$ 80,959.00 X	1 =	\$ 80,959.00
Equipment Total			\$ 80,959.00

Quote Summary

Equipment Total	\$ 80,959.00
SubTotal	\$ 80,959.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 80,959.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 80,959.00

Salesperson : X _____

Accepted By : X _____

Confidential

Customer Purchase Order

11052

CUSTOMER'S NAME - First Signer (First, Middle Initial, Last) VEINER OF SEWADKEE		DATE OF ORDER 10-31-74	PURCHASER SALES TAX EXEMPT NO.
(SECOND LINE OF OWNER NAME) DOUG BECKER		SELLER'S NAME & ADDRESS SERWE IMPLEMENT MUNICIPAL SALES CO. LLC	
STREET OR RR 232 HICKORY ST.		N11889 HWY 175	
TOWN Pewaukee	STATE WI	ZIP CODE 53072	
COUNTY Waukesha	PURCHASER ACCT. 417	PHONE NUMBER 254 3390	
E-MAIL ADDRESS		PHONE: 920-602-0938	
CUSTOMER'S NAME - Second Signer (First, Middle Initial, Last)		<input type="checkbox"/> CASH SALE <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
STREET OR RR		<input type="checkbox"/> SOCIAL SECURITY #	
TOWN	STATE	<input type="checkbox"/> IRS #	
	ZIP CODE	<input type="checkbox"/> EIN #	

I (We), the undersigned, hereby order from you the Product described below, to be delivered as shown below. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order.

QTY.	WARRANTY	PRODUCT (Give Model, Size & Description)	(Hours of Use)	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE (Or Total Lease Payments)
1X		TIGER WINDKAT BOOM			94,000 -
1X		MOWER WITH			
1X		72" HYDRAULIC SIDE SHIFTING			
1X		SIDE MOWER			
1X		96" REAR HYDRAULIC SIDE			
1X		SHIFTING REAR MOWER			
1X		4 FUNCTION FULL PROPORTIONAL JOYSTICK			
1X		2 PLAN R.H. EXHAUST PROOF BLASS			
1X		1300 POUND LEFT SIDE WHEEL WEIGHT			
1X		CUSTOM REAR BOOM STOW			
1X		INSTALLATION AND OPERATOR TRAINING			

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Product, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

QTY.	DESCRIPTION OF TRADE-IN	PRODUCT IDENTIFICATION NO.	AMOUNT
	N/A		

IMPORTANT WARRANTY NOTICE: The warranty applicable to new product(s). There is no warranty on used products. The new product warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE WARRANTY.

ACKNOWLEDGEMENTS - I (We) promise to pay the balance due (line 7) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the seller until one of the foregoing is accomplished.

1. TOTAL CASH PRICE	94,000 -
2. TOTAL TRADE-IN ALLOWANCE	-
3. BALANCE	94,000 -
4. SALES TAX	2,400 -
5. SUB-TOTAL	96,400 -
6. CASH WITH ORDER	-
7. BALANCE DUE	96,400 -

Customer's Signature _____ Accepted By _____
 Customer's Signature _____ Date Accepted _____ Salesman *Probie Serwe*

DELIVERY ACKNOWLEDGEMENT	DELIVERED ON:	WARRANTY BEGINS:	SIGNATURE (DEALER):
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QUOTATION CONFIRMATION		
QUOTATION	PRINT DATE	QUOTE DATE
701979223	09/30/2024	09/25/2024

SOLD TO	512497
GRUETT'S, INC. N9695 FROHLING LANE WATERTOWN WI US 53094	

SALES AREA	CURRENCY	PURCHASE ORDER NO.	END CUSTOMER
CNH Industrial America LLC Agriculture	USD		

Description			Origin	List Price	Net Price
PRICELIST					
PRICE EFFECTIVE DATE					
CONTRACT					
COMMERCIAL MODEL	T5.110	T5.110 ELECTROCOMMAND			
	ELECTROCOMMAND	STAGEV			
	STAGEV				
EMISSIONS	STAGE V	STAGE V			
ENGINE POWER	107HP	107HP			
REGION	NAFTA				
Base machine price				121,699.00	
OPERATOR STRUCTURE #1	762289	Dix Hi Vis With A/C			
TRANSMISSION	762250	16X16 Sps 40Kph Eco			
FRONT AXLE	759665	HD Llm Slip Dif Lock			
REAR DIFF LOCK	759674	Hyd Diff & 4Wd Engagement			
TIRE CATEGORY CHOICE	330438	No Tire Brand Preference			
FRONT WHEELS AND TIRES	8242301	14.9R24 A8 HD Rim		2,723.00	
REAR WHEELS AND TIRES	8365401	460/85(18.4)R34 A8		4,831.00	
		FI,MI,CO,TR			
REAR REMOTES	762278	3 Mrv (1Nc + 2C)		1,886.00	
MID-MOUNT VALVES	758303	Less MMV			
LOADER BRACKETS	744711	Less Loader Ready With MMV			
AIR CLEANER	762247	Air Cleaner			
COLD WEATHER STARTI	744982	Block Heater 120V		204.00	
PTO	759684	2 Speed 540/1000			
SEAT	762280	Deluxe Air Seat			
RR MIRRORS	762294	2 Fixed Wide Mirrors			
BATTERY	762264	140AH Battery			
ROTARY BEACON	762230	2 ROTARY BEACON LED			
FRONT THREE POINT HITCH	762272	L/FHPL-FPTO L/Std Carriers			
COUNTRY CONFIGURATION	762729	USA English Config_			

THIS IS NOT A TAX DOCUMENT

QUOTATION CONFIRMATION		
QUOTATION	PRINT DATE	QUOTE DATE
701979223	09/30/2024	09/25/2024

SOLD TO	512497
GRUETT'S, INC. N9695 FROHLING LANE WATERTOWN WI US 53094	

SALES AREA	CURRENCY	PURCHASE ORDER NO.	END CUSTOMER
CNH Industrial America LLC Agriculture	USD		

Description			Origin	List Price	Net Price
FENDERS	758315	Standard Rear Fenders_			
REVERSE ALARM	744258	REVERSE SPEED ALARM		310.00	
		744258			
BRAKE PACK	759676	Standard HD Brake Discs			
CHARGING SYSTEMS	759662	120 Amp Alternator			
DRAWBAR AND 3 POINT HITCH	759698	Cat.2 Flex Links			
ENGINE	762246	F5C Engine Stage V			
FENDERS PTO CONTROL	759687	Ext EDC/PTO Controls			
FUEL TANK	759656	Less Guard Less Locking			
		Cap			
HITCH	758289	EDC w/2 Ext. Cylinders			
HYD PUMP	762275	Gear Pump 80 Less Min			
PARK LOCK	759176	Hand operated parking brake			
		le			
PERFORMANCE MONITOR	762267	Info Display			
PIN CONNECTOR	762263	8A+40A NAR Connector			
RADAR	759758	Less Radar_			
REAR AXLE	743932	Heavy Duty Flange Axle			
REAR HITCHES/DRAWBAR	759894	DRAWBAR NAFTA			
SPEAKERS	743712	Deluxe Radio			
SPECIAL COLORS/PANELS	743499	Base Brand Color			
STORAGE BOX/SEAT	762756	Fabric Passenger Seat			
SWCD / CODI VIRTUAL	762785	L/Pre-Disp. F/Isobus			
TRLR BRK VLV	758304	Less Hydr Brk Less Air Brk			
WATERPROOF	758609	Less Waterproof Trans.			
WORK LAMPS	762285	4 LED Lights (NAR)_			
Quote subject to pricing and program changes					
Total				131,653.00	
Selling Price With Bid discount				\$101,500.00	

THIS IS NOT A TAX DOCUMENT



To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 10, 2025

Re: July 11, 2025 Village Board Agenda Item 8(k)
Review, discussion and possible action to remove a Village tree at 526 Greenwood Court.

BACKGROUND

The property owners appeared with citizen comments at the Village Board meeting on June 17, 2025. The owners wish for the tree to be cut down. The owners report the following concerns:

1. The roots have raised through the grass causing a hardship for mowing
2. The raised roots have popped up a brick lining their flower garden
3. The raised roots have cracked a curb.
4. The roots could eventually impact the water and sanitary sewer laterals to the home.

ACTION REQUESTED

The action recommended by staff is to deny Village removal of the tree. If the property owners ask for permission to remove it themselves staff does not have a recommendation on that request.

ANALYSIS

The Village Administrator reviewed the situation with the owners.

- The Village Board has already considered and concluded they wish for trees to be planted near the curb-line to create tree-lined streets throughout the Village.
- The Board has already considered and concluded that they will take ownership of these trees by labelling them as “Village trees” in Municipal Code. The DPW crew trims these trees.
- The Village Board has already considered and concluded in Municipal Code they will also address any damage to the sidewalk resulting from these trees.

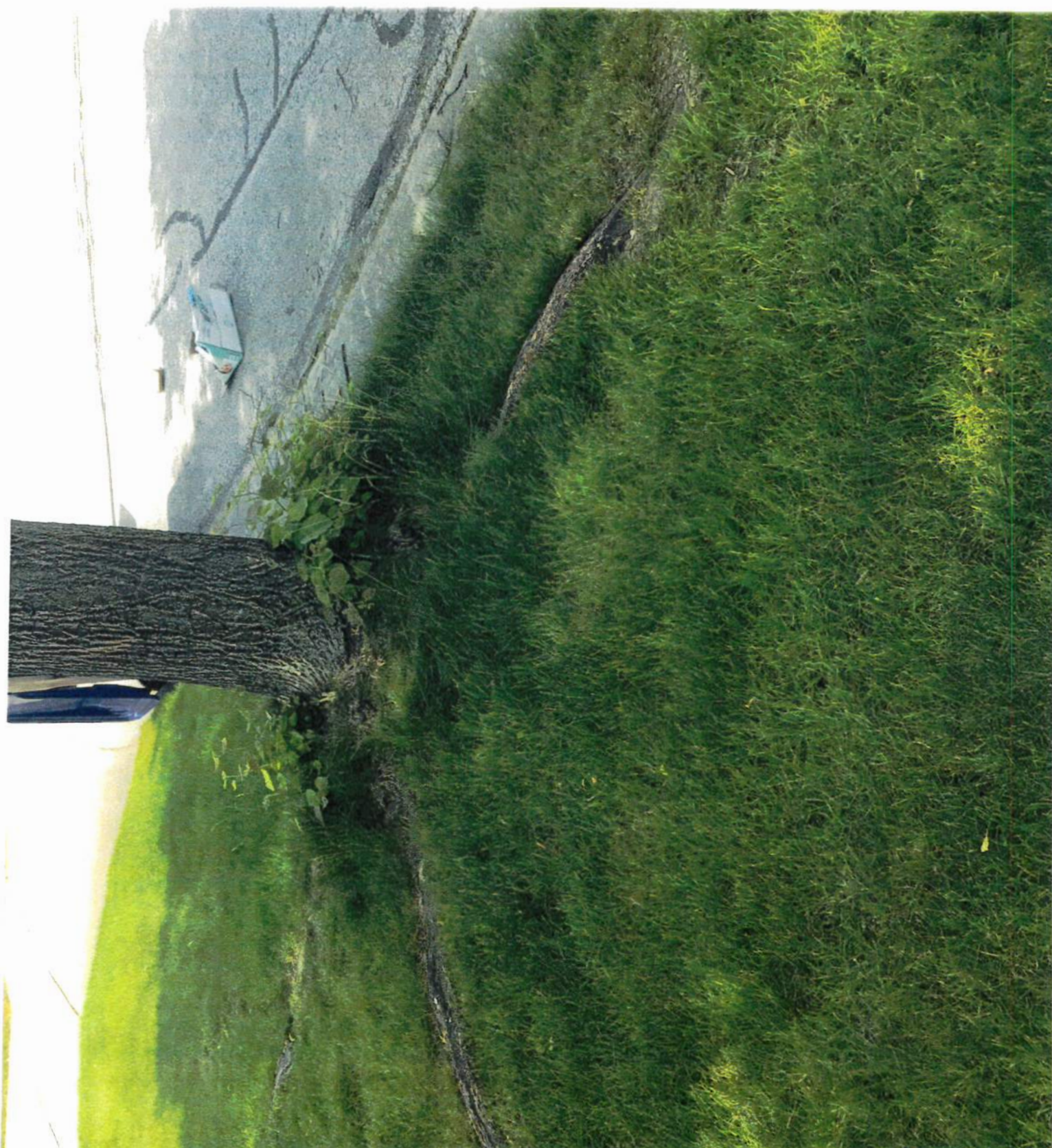
The Village has removed dead/dying trees in the past but this tree is healthy. The crack to the curb is not severe enough to warrant any repair. At present the roots are not interfering with the utility laterals. If the conditions of this situation were considered sufficient for the Village to remove the tree it would be difficult to deny similar requests in the future.

Attachments:

1. Photos provided by the property owners.













To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 10, 2025

Re: July 11, 2025 Village Board Agenda Item 8(l)
Review, discussion and possible action to schedule a special meeting for strategic planning.

BACKGROUND

Historically the Village has held 3 special meetings a year to review progress and status of strategic goals.

The previous special meeting was February 4, 2025.

ACTION REQUESTED

The action requested of the Board is to schedule a meeting at 5 pm on Tuesday, August 5th or August 19th (to precede regular Village Board meetings).

ANALYSIS

None.

Attachments – None.

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75048						
06/25	06/06/2025	75048	10-33 VEHICLE SERVICE	3810	LAKE PATROL/VINYL DECALS OF QR CODE	466.70
Total 75048:						466.70
75049						
06/25	06/06/2025	75049	ALL-WAYS CONTRACTO	62338	SCREENED TOPSOIL - CEMETERY GRAVE RESTORATION	120.00
Total 75049:						120.00
75050						
06/25	06/06/2025	75050	AMAZON CAPITAL SERVI	16JR-QJ6C-47	LIBRARY/ADULT FIC LP	40.99
06/25	06/06/2025	75050	AMAZON CAPITAL SERVI	16YY-J7F6-6F	LIBRARY/ADULT FIC	20.30
06/25	06/06/2025	75050	AMAZON CAPITAL SERVI	17GY-Y974-JP	LIBRARY/ ADULT DVDS 4	86.88
06/25	06/06/2025	75050	AMAZON CAPITAL SERVI	17XC-6RQY-4	LIBRARY/ADULT NONFIC	122.66
06/25	06/06/2025	75050	AMAZON CAPITAL SERVI	17XC-6RQY-4	LIBRARY/ADULT FIC	20.98
06/25	06/06/2025	75050	AMAZON CAPITAL SERVI	19QR-G73C-	LIBRARY/OFFICE PAPER & SUPPLIES	59.44
06/25	06/06/2025	75050	AMAZON CAPITAL SERVI	1H1J-YQTW-D	LIBRARY/ADULT FIC SCIFI	26.99
06/25	06/06/2025	75050	AMAZON CAPITAL SERVI	1NYT-JG6X-M	LIBRARY/YA PROG	14.99
06/25	06/06/2025	75050	AMAZON CAPITAL SERVI	1RHJ-J3FX-G	LIBRARY/ADULT FIC	47.01
06/25	06/06/2025	75050	AMAZON CAPITAL SERVI	1T9V-Q1WM-	LIBRARY/ADULT FIC	1.68-
06/25	06/06/2025	75050	AMAZON CAPITAL SERVI	1XTK-LTQL-7	LIBRARY/KIWANIS/YA SUMMER READING	97.59
Total 75050:						536.15
75051						
06/25	06/06/2025	75051	ANNE E PARSONS	INV-052825	LIBRARY/FRIENDS/ADULT PROGRAM	267.15
Total 75051:						267.15
75052						
06/25	06/06/2025	75052	CIMPL, GEOFF	05182025	POLICE/CIMPL REIMBURSEMENT FOR SHOES FOR UNIFORM A	132.05
Total 75052:						132.05
75053						
06/25	06/06/2025	75053	DIVERSIFIED BENEFIT S	442833	FLEX BEN ADMIN MAY 2025	105.00
Total 75053:						105.00
75054						
06/25	06/06/2025	75054	DORNER PRODUCTS, IN	515806	WELL 5 FILTER TANK CONTROLS	583.00
Total 75054:						583.00
75055						
06/25	06/06/2025	75055	E H WOLF & SONS INC	188859	FUEL DELIVERY	1,280.39
06/25	06/06/2025	75055	E H WOLF & SONS INC	191452	FUEL DELIVERY	1,234.90
Total 75055:						2,515.29

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75056						
06/25	06/06/2025	75056	FOTH INFRASTRUCTURE	96993	VILLAGE PLANNING SERVICES- APRIL 2025	7,108.00
06/25	06/06/2025	75056	FOTH INFRASTRUCTURE	96994	MYXN BAR CUG -145 W WISC STE 1	273.60
06/25	06/06/2025	75056	FOTH INFRASTRUCTURE	96995	ZBA REVIEW - APRIL 2025-TOPP	316.80
06/25	06/06/2025	75056	FOTH INFRASTRUCTURE	96996	AMERICAN LEGION MURAL-112 MAIN ST	172.80
06/25	06/06/2025	75056	FOTH INFRASTRUCTURE	96998	AMERICAN FAMILY INS. SIGN CODE WAIVER	57.60
06/25	06/06/2025	75056	FOTH INFRASTRUCTURE	96999	DUPLEX LOT 21 MAJESKIE ACRES	86.40
06/25	06/06/2025	75056	FOTH INFRASTRUCTURE	97000	ELECTRICAL EASEMENT RIVER HILLS PARK	244.80
Total 75056:						8,260.00
75057						
06/25	06/06/2025	75057	HARTLAND OVERHEAD	35997	1000 HICKORY, 2 WEST OVERHEAD DOORS (4 REPLACEMENT	1,210.00
Total 75057:						1,210.00
75058						
06/25	06/06/2025	75058	LAKE COUNTRY BARGE	222926	LAKE PATROL 2025 SPRING SEASONAL BOAT LIFT INSTALLATI	310.00
Total 75058:						310.00
75059						
06/25	06/06/2025	75059	LYONS ELECTRIC	6309	LIBRARY/LED PROJECT	2,976.00
06/25	06/06/2025	75059	LYONS ELECTRIC	6310	LIBRARY/LED PROJECT	1,712.42
06/25	06/06/2025	75059	LYONS ELECTRIC	6311	LIBRARY/LED PROJECT	2,555.84
06/25	06/06/2025	75059	LYONS ELECTRIC	6367	LIBRARY/MAINT/LIGHT REPAIRS	870.00
Total 75059:						8,114.26
75060						
06/25	06/06/2025	75060	MADISON NATIONAL LIF	1698608	DISABILITY INSURANCE/JUNE 2025	1,862.03
Total 75060:						1,862.03
75061						
06/25	06/06/2025	75061	MIDWEST METER INC	0177989-IN	4" METER TESTING	265.69
Total 75061:						265.69
75062						
06/25	06/06/2025	75062	MIDWEST TAPE	507202209	LIBRARY/ ADULT DVD 1	41.99
06/25	06/06/2025	75062	MIDWEST TAPE	507202550	LIBRARY/2 ADULT DVD	42.73
06/25	06/06/2025	75062	MIDWEST TAPE	507202552	LIBRARY/2 ADULT DVD	41.98
06/25	06/06/2025	75062	MIDWEST TAPE	507218951	LIBRARY/2 ADULT DVD	42.73
06/25	06/06/2025	75062	MIDWEST TAPE	507218952	LIBRARY/3 ADULT DVD	52.47
06/25	06/06/2025	75062	MIDWEST TAPE	507218953	LIBRARY/1 ADULT DVD	23.24
Total 75062:						245.14
75063						
06/25	06/06/2025	75063	MOTION & CONTROL EN	f21493-001	WASH BAY REPLACE BROKEN UNDERBODY ELBOWS	39.98
Total 75063:						39.98
75064						
06/25	06/06/2025	75064	MUKWONAGO PUBLIC LI	33076	LIBRARY/JUV PROG COSTUMES & COORDINATION	220.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 75064:						220.00
75065						
06/25	06/06/2025	75065	NORTHCENTRAL CONST	657	HYDRANT METER DEPOSIT REFUND LESS USAGE	1,044.40
Total 75065:						1,044.40
75066						
06/25	06/06/2025	75066	PALM, COLIN	MTAWMIL202	COLIN MILAGE	113.40
Total 75066:						113.40
75067						
06/25	06/06/2025	75067	R & R INSURANCE SERVI	3191660	STORAGE TANK INSURANCE	350.00
Total 75067:						350.00
75068						
06/25	06/06/2025	75068	SCHROEDER, MATT	BOOTS2025	SAFETY SHOES	159.99
Total 75068:						159.99
75069						
06/25	06/06/2025	75069	TECH THE HOUSE DBA S	25-04027	BUILDING SECURITY AND CAMERAS (SOS)	625.00
Total 75069:						625.00
75070						
06/25	06/06/2025	75070	ULTIMATE BACKROADS L	2024-068 RO	2024-068 ROW REFUND HWY 164/CAPITOL DR	1,000.00
Total 75070:						1,000.00
75071						
06/25	06/06/2025	75071	USA BLUE BOOK	INV00712638	LIFT 1 PRESSURE GUAGES	281.90
06/25	06/06/2025	75071	USA BLUE BOOK	SCN370422	LIFT ONE GAUGES	225.90-
Total 75071:						56.00
75072						
06/25	06/06/2025	75072	WAUKESHA COUNTY TR	CINV2025-002	FEBRUARY/APRIL 2025 BALLOTS	529.27
Total 75072:						529.27
75073						
06/25	06/13/2025	75073	AMAZON CAPITAL SERVI	19PY-K4X9-FF	LIBRARY/JUV PRINT MATERIALS	202.59
06/25	06/13/2025	75073	AMAZON CAPITAL SERVI	1DJJ-JR1L-97	LIBRARY/ADULT NONFIC	36.45
06/25	06/13/2025	75073	AMAZON CAPITAL SERVI	1GN1-X1ND-9	LIBRARY/BAND AIDS	7.34
06/25	06/13/2025	75073	AMAZON CAPITAL SERVI	1H6G-Y7K1-F	LIBRARY/ ADULT DVDS 2	26.35
06/25	06/13/2025	75073	AMAZON CAPITAL SERVI	1KVN-CWRH-	LIBRARY/JUV PRINT MATERIALS	35.70
06/25	06/13/2025	75073	AMAZON CAPITAL SERVI	1Q4M-3D9R-3	LIBRARY/ADULT FIC	20.29
06/25	06/13/2025	75073	AMAZON CAPITAL SERVI	1Q4M-3D9R-3	LIBRARY/ADULT FIC	20.98
06/25	06/13/2025	75073	AMAZON CAPITAL SERVI	1W7N-XHN3-9	LIBRARY/ADULT NONFIC	109.05
06/25	06/13/2025	75073	AMAZON CAPITAL SERVI	1YRP-CD36-9	LIBRARY/JANITORIAL SUPPLIES	5.48

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 75073:						464.23
75074						
06/25	06/13/2025	75074	COMPLEX SECURITY SO	947454	LAIMON PARK SECURITY CAMERAS BALANCE	5,657.36
Total 75074:						5,657.36
75075						
06/25	06/13/2025	75075	CONLEY MEDIA LLC	6333070525-2	PHN ORDINANCE 2025-06 6.3.25	113.18
Total 75075:						113.18
75076						
06/25	06/13/2025	75076	DATCP	115-00000371	W&M CONTRACT 07-01-24 TO 06-30-2025	3,750.00
Total 75076:						3,750.00
75077						
06/25	06/13/2025	75077	DORTON, TY	9227	TY DORTON WORK BOOT CREDIT	50.00
Total 75077:						50.00
75078						
06/25	06/13/2025	75078	E H WOLF & SONS INC	195675	FUEL DELIVERY	627.49
06/25	06/13/2025	75078	E H WOLF & SONS INC	198580	FUEL DELIVERY	700.80
Total 75078:						1,328.29
75079						
06/25	06/13/2025	75079	HAWKINS INC	7025341	CHLORINE	1,756.45
Total 75079:						1,756.45
75080						
06/25	06/13/2025	75080	HIPPENMEYER REILLY B	2004/125	MUNI COURT/GENERAL LEGAL SERVICES	9,736.00
Total 75080:						9,736.00
75081						
06/25	06/13/2025	75081	HYDROCORP	CI-05497	CROSS CONNECT PRGM MARCH 2025	1,338.00
Total 75081:						1,338.00
75082						
06/25	06/13/2025	75082	KRIVITZ, ANDY	35106010	ANDY CDL RENEWAL	40.00
06/25	06/13/2025	75082	KRIVITZ, ANDY	TM1024	DNR WATER TRAINING REIMBURSEMENT-FOOD	14.12
Total 75082:						54.12
75083						
06/25	06/13/2025	75083	MILWAUKEE PUBLIC MU	06062025	LIBRARY/ADULT PROGRAM/MEMORY CAFE	150.00
Total 75083:						150.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75084						
06/25	06/13/2025	75084	NORTHERN LAKE SERVI	2508106	BACTERIA 05.19.25	87.00
Total 75084:						87.00
75085						
06/25	06/13/2025	75085	PAYNE & DOLAN INC	10-00033958	PAYNE DOLAN COLD PATCH	133.65
Total 75085:						133.65
75086						
06/25	06/13/2025	75086	PORT A JOHN	0451810-IN	PORT-A-JOHN RECYCLE CTR SINK	128.00
06/25	06/13/2025	75086	PORT A JOHN	1382174-IN	PORT-A-JOHN MAY RECYCLE CTR	103.00
Total 75086:						231.00
75087						
06/25	06/13/2025	75087	RA SMITH, INC	187890	RIVERSIDE 321 DEVELOPMENT CHARGE BACK	878.00
06/25	06/13/2025	75087	RA SMITH, INC	187891	MENARDS STORM WATER POND - CHARGE BACK	183.00
06/25	06/13/2025	75087	RA SMITH, INC	187894	2024 ROAD IMPROVEMENT PROGRAM - RESTORATION	1,565.50
06/25	06/13/2025	75087	RA SMITH, INC	187898	PEWAUKEE H.S. STEAM ADD. & W.M. CHARGE BACK	10.50
06/25	06/13/2025	75087	RA SMITH, INC	187899	QUIET ZONE DESIGN	378.00
06/25	06/13/2025	75087	RA SMITH, INC	187908	PLAN COMMISSION MEETING AND EMAIL RESPONSES	228.75
Total 75087:						3,243.75
75088						
06/25	06/13/2025	75088	RHYME BUSINESS PROD	AR838282	LIBRARY/COPIES 2025.04.23 TO 2025.05.22	164.56
Total 75088:						164.56
75089						
06/25	06/13/2025	75089	SCHROEDER, MATT	TM1025	TRAINING-FOOD	14.60
Total 75089:						14.60
75090						
06/25	06/13/2025	75090	SHRED-IT USA	8010904748	PAPER SHRED 5.7.25	72.10
Total 75090:						72.10
75091						
06/25	06/13/2025	75091	VAIRAVAN, ALAMELU	06-07-2025	LIBRARY/BRIDGES/ADULT PROGRAMMING GRANT	450.00
Total 75091:						450.00
75092						
06/25	06/13/2025	75092	VALLONE, SAMUEL	5392	SAM VALLONE WORK BOOT CREDIT	50.00
Total 75092:						50.00
75093						
06/25	06/13/2025	75093	VERSH, JOSHUA	TM1027	WATER/DNR TRAINING REIMBURSE-FOOD	13.60
Total 75093:						13.60

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75094						
06/25	06/13/2025	75094	WERNER ELECTRIC SUP	S7744084.001	STREET LIGHT BULBS	278.58
Total 75094:						278.58
75095						
06/25	06/13/2025	75095	WISCONSIN LEGAL BLAN	84393	CROSS CONNECTION SURVEYS & BROCHURES	435.00
Total 75095:						435.00
75096						
06/25	06/13/2025	75096	ZOMCHEK, TANNER	TM1026	TRAINING-FOOD	15.65
Total 75096:						15.65
75097						
06/25	06/14/2025	75097	PITNEY BOWES BANK IN	062025	#27981091 POSTAGE METER REFILL	3,000.00
Total 75097:						3,000.00
75098						
06/25	06/20/2025	75098	AMAZON CAPITAL SERVI	1KWP-NH14-	LIBRARY/OFFICE SUPPLIES JUV	55.04
06/25	06/20/2025	75098	AMAZON CAPITAL SERVI	1LQ3-QCFQ-7	LIBRARY/ADULT FIC SCIFI	59.22
06/25	06/20/2025	75098	AMAZON CAPITAL SERVI	1NLH-6MQP-	LIBRARY/YA FIC	234.02
06/25	06/20/2025	75098	AMAZON CAPITAL SERVI	1VVJ-TCDC-7	LIBRARY/JUV SUPPLIES	17.86
Total 75098:						366.14
75099						
06/25	06/20/2025	75099	ASSOCIATED APPRAISAL	180657	ASSESSOR/FULL VALUE MAINT-MAY 2025	3,666.67
Total 75099:						3,666.67
75100						
06/25	06/20/2025	75100	BADGER METER INC	80194880	ORION CELLULAR LTE SERVICE- APRIL 2025	1,325.30
06/25	06/20/2025	75100	BADGER METER INC	80197971	BEACON HOSTING FEE- MAY 2025	1,346.02
Total 75100:						2,671.32
75101						
06/25	06/20/2025	75101	BAKER TILLY US, LLP	BT3209873	FINANCIAL AUDIT 2024 VILLAGE	3,379.00
Total 75101:						3,379.00
75102						
06/25	06/20/2025	75102	BATZNER PEST CONTRO	78795004	LIBRARY/PEST MGMT JUNE 2025	120.56
Total 75102:						120.56
75103						
06/25	06/20/2025	75103	BEACHSIDE BOAT & BAIT	2025-01	BEACHSIDE CREDIT CARD REIMBURSEMENT 1	504.77
Total 75103:						504.77
75104						
06/25	06/20/2025	75104	BUELOW VETTER BUIKE	288	GENERAL LABOR MATTER	522.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 75104:						522.00
75105						
06/25	06/20/2025	75105	CASANDRA SMITH	2025-05	TREASURER DUTIES CONSULTING	2,700.00
Total 75105:						2,700.00
75106						
06/25	06/20/2025	75106	CENTER POINT LARGE P	2169292	LIBRARY/LG PRINT BOOKS (2)	50.34
Total 75106:						50.34
75107						
06/25	06/20/2025	75107	CITY OF DELAFIELD	06042025	POLICE/REIMBURSEMENT PAYMENT TO DELAFIELD PD FOR P	91.22
Total 75107:						91.22
75108						
06/25	06/20/2025	75108	CORE & MAIN LP	X108301	HYDRANT REPAIR BEHIND ANTONS	180.31
Total 75108:						180.31
75109						
06/25	06/20/2025	75109	DEPARTMENT OF NATL R	06132025	2025 LAKE PATROL / BOATER SAFETY COURSE FUNDS TO DNR	120.00
Total 75109:						120.00
75110						
06/25	06/20/2025	75110	DEPARTMENT OF NATUR	MS642025	MATT S. WATER TEST	50.00
06/25	06/20/2025	75110	DEPARTMENT OF NATUR	TZ642025	TANNER WATER TEST	50.00
Total 75110:						100.00
75111						
06/25	06/20/2025	75111	DIXON ENGINEERING IN	25-0460	QUINLAN TOWER - WARRANTY INSPECTION	4,200.00
Total 75111:						4,200.00
75112						
06/25	06/20/2025	75112	E H WOLF & SONS INC	205364	FUEL DELIVERY	1,366.13
06/25	06/20/2025	75112	E H WOLF & SONS INC	455850	EH WOLF 55 GAL DRUM RETURN	22.00-
Total 75112:						1,344.13
75113						
06/25	06/20/2025	75113	FERGUSON WATERWOR	0447218	PAVING RINGS	610.65
Total 75113:						610.65
75114						
06/25	06/20/2025	75114	FRICK, PARKER	1259653	POLICE/FRICK UNIFORM ALLOWANCE-HANDCUFF POUCH AND	102.61
Total 75114:						102.61

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75115						
06/25	06/20/2025	75115	HARTLAND OVERHEAD	36402	9 NEW REPLACEMENT GARAGE DOOR 4 BUTTON REMOTES	980.00
Total 75115:						980.00
75116						
06/25	06/20/2025	75116	HAWKINS INC	7086778	POLYPHOSPHATE	6,245.76
Total 75116:						6,245.76
75117						
06/25	06/20/2025	75117	HIPPENMEYER REILLY B	JUNE2025	MUNI COURT LEGAL	8,512.00
Total 75117:						8,512.00
75118						
06/25	06/20/2025	75118	HYDROCORP	CI-06495	CROSS CONNECT PRGM MAY 2025	1,338.00
Total 75118:						1,338.00
75119						
06/25	06/20/2025	75119	JANI-KING OF MILWAUKE	MIL06250354	LIBRARY/JANITORIAL SVC JUN 2025	2,784.02
Total 75119:						2,784.02
75120						
06/25	06/20/2025	75120	JF AHERN COMPANY	737889	LIBRARY/FIRE SPRINKLER MAINT	2,785.00
Total 75120:						2,785.00
75121						
06/25	06/20/2025	75121	KAESTNER AUTO ELECT	443592	#502 NEW STARTER	329.99
06/25	06/20/2025	75121	KAESTNER AUTO ELECT	443601	#502 REPLACEMENT STARTER (KAESTNER)CREDIT	329.99-
06/25	06/20/2025	75121	KAESTNER AUTO ELECT	443950	#110 NEW WHITE NOISE BACKUP ALARM	332.49
Total 75121:						332.49
75122						
06/25	06/20/2025	75122	KEN WEBER TRUCK SER	52572-1	POLICE/TOW BILL FOR 2020 HONDA ACCORD FOR ARREST X25	275.00
Total 75122:						275.00
75123						
06/25	06/20/2025	75123	KUJAWA ENTERPRISES I	479157	LIBRARY/LANDSCAPE JUNE 2025	2,313.25
Total 75123:						2,313.25
75124						
06/25	06/20/2025	75124	MAROSZEK CONSTRUCT	2024-043 RO	2024-043 ROW DEPOSIT REFUND 493 PROSPECT	1,000.00
Total 75124:						1,000.00
75125						
06/25	06/20/2025	75125	MEI TOTAL ELEVATOR S	1130855	LIBRARY/ELEVATOR JUN ANNUAL MAINTENANCE 2025	1,518.26

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 75125:						1,518.26
75126						
06/25	06/20/2025	75126	MID CITY CORPORATION	105481	QUINLAN VALVE REPAIR	6,810.72
06/25	06/20/2025	75126	MID CITY CORPORATION	2480-1014	WELL 4 HMO TREATMENT - PAYMENT 2	354,081.88
Total 75126:						360,892.60
75127						
06/25	06/20/2025	75127	MIDWEST FIBER NETWO	43785	DPW/INTERNET-2025	460.00
Total 75127:						460.00
75128						
06/25	06/20/2025	75128	MIDWEST TAPE	507246446	LIBRARY/1 ADULT CD	12.79
06/25	06/20/2025	75128	MIDWEST TAPE	507246448	LIBRARY/3 ADULT DVD	65.22
Total 75128:						78.01
75129						
06/25	06/20/2025	75129	MIDWEST TAPE - HOOPL	507258188	LIBRARY/HOOPLA/INSTANT MAY 2025	950.16
06/25	06/20/2025	75129	MIDWEST TAPE - HOOPL	507274552	LIBRARY/HOOPLA/FLEX	584.86
Total 75129:						1,535.02
75130						
06/25	06/20/2025	75130	NAPA AUTO PARTS	185953	#502 GREASE	15.72
Total 75130:						15.72
75131						
06/25	06/20/2025	75131	NORTHEAST WISCONSIN	CINV_003078	LAKE PATROL/ BOAT PATROL TRAINING ZIELINSKI, CIANO, PAT	3,500.00
Total 75131:						3,500.00
75132						
06/25	06/20/2025	75132	NORTHERN LAKE SERVI	2508937	BACTERIA 06.02.25	87.00
Total 75132:						87.00
75133						
06/25	06/20/2025	75133	PAYNE & DOLAN INC	10-00034675	PAYNE DOLAN COLD PATCH	115.50
Total 75133:						115.50
75134						
06/25	06/20/2025	75134	PEWAUKEE SCHOOL DIS	JUN 2025	MOBILE HOME FEES JUN 2025	72.14
Total 75134:						72.14
75135						
06/25	06/20/2025	75135	PROHEALTH CARE LABO	10007256976	POLICE/2025 LEGAL BLOOD DRAW 05/01/2025-05/31/2025	78.78
Total 75135:						78.78

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75136						
06/25	06/20/2025	75136	PROHEALTH MEDICAL G	326210	DPW RANDOM DRUG TESTING	64.00
06/25	06/20/2025	75136	PROHEALTH MEDICAL G	326236	NEW HIRE DRUG SCREEN-PORTER	84.00
06/25	06/20/2025	75136	PROHEALTH MEDICAL G	326724	SUMMER HELP DRUG SCREENING	141.00
Total 75136:						289.00
75137						
06/25	06/20/2025	75137	R & R INSURANCE SERVI	3223020	WC 1ST QTR	15,204.00
Total 75137:						15,204.00
75138						
06/25	06/20/2025	75138	RA SMITH, INC	187900	2025 ROAD IMPROVEMENT PROGRAM - WATER MAIN DESIGN	48,811.15
Total 75138:						48,811.15
75139						
06/25	06/20/2025	75139	SCHOLASTIC INC	73227269	LIBRARY/KIWANIS SUMMER READING /JUVENILE BOOKS	1,152.50
Total 75139:						1,152.50
75140						
06/25	06/20/2025	75140	SOERENS FORD INC	124675	#645 TPMS REPROGRAM	65.88
06/25	06/20/2025	75140	SOERENS FORD INC	56601	#102 TIMING CHAIN TENSIONER	56.54
06/25	06/20/2025	75140	SOERENS FORD INC	CM-56601-1	#102 TIMING CHAIN TENSIONER (CREDIT)	56.54
Total 75140:						65.88
75141						
06/25	06/20/2025	75141	STATE OF WISCONSIN C	05302025	STATE SURCHARGES	3,822.67
Total 75141:						3,822.67
75142						
06/25	06/20/2025	75142	STREICHERS	11764518	POLICE/ZABEL NEW BULLET PROOF VEST, OUTER CARRIER, T	1,169.00
Total 75142:						1,169.00
75143						
06/25	06/20/2025	75143	TAYLOR COMPUTER SER	28005	LIBRARY/MANAGED SERVICES FOR JUN 2025 + OTHER EQUIP	507.50
06/25	06/20/2025	75143	TAYLOR COMPUTER SER	28007	TROUBLESHOOT MSB DEVICE	1,069.25
Total 75143:						1,576.75
75144						
06/25	06/20/2025	75144	TECH THE HOUSE DBA S	25-05010	REPAIR TO NEW BUILDING READERS (SOS)	335.00
Total 75144:						335.00
75145						
06/25	06/20/2025	75145	VISU-SEWER INC	39126	JET AND TV PARK AVE. STORM SEWER	1,876.25
Total 75145:						1,876.25

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75146						
06/25	06/20/2025	75146	WAUKESHA COUNTY	MAY2025	CORRECTED CUG-214 1ST ST	30.00
Total 75146:						30.00
75147						
06/25	06/20/2025	75147	WAUKESHA COUNTY TR	05312025	COUNTY SURCHARGES	947.88
Total 75147:						947.88
75148						
06/25	06/20/2025	75148	WELDERS SUPPLY COM	3200530	WELDERS SUPPLY CUTTING TORCH GAS	14.26
Total 75148:						14.26
75149						
06/25	06/20/2025	75149	WERNER ELECTRIC SUP	S7754389.001	LIFT 1 LIGHT BULBS	13.80
Total 75149:						13.80
75150						
06/25	06/20/2025	75150	WISCONSIN LIBRARY AS	22901	LIBRARY/WLA MEMBERSHIP RENEWALS/CHAMPE	250.00
Total 75150:						250.00
75151						
06/25	06/20/2025	75151	WISCONSIN RURAL WAT	S7096	2025 SYSTEM MEMBERSHIP RENEWAL	575.00
Total 75151:						575.00
75152						
06/25	06/20/2025	75152	WISCONSIN STATE LABO	807410	FLOURIDE 04.17.25	31.00
06/25	06/20/2025	75152	WISCONSIN STATE LABO	810118	FLOURIDE 05.15.25	31.00
Total 75152:						62.00
75153						
06/25	06/27/2025	75153	AVANTI SAFETY CONSUL	25-3475	SEWER/SAFETY TRAINING	537.50
Total 75153:						537.50
75154						
06/25	06/27/2025	75154	BILLY-HO'S	PUBFEE REF	PUBLICATION FEE OVERPAYMENT REFUND-BILLY HO'S	22.89
Total 75154:						22.89
75155						
06/25	06/27/2025	75155	BROOKFIELD PUBLIC LIB	20250515NEV	LIBRARY/REPLACEMENT REIMBUSEMENT 2000806100	28.00
Total 75155:						28.00
75156						
06/25	06/27/2025	75156	CENTERPOINTE YACHT	31278	LAKE PATROL/ HOOD RECALL, GEARCASE ISSUE, BOAT SCUM	1,548.69
Total 75156:						1,548.69

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75157						
06/25	06/27/2025	75157	DIVERSIFIED BENEFIT S	445433	FLEX BEN JUNE 2025	105.69
Total 75157:						105.69
75158						
06/25	06/27/2025	75158	E H WOLF & SONS INC	210076	FUEL DELIVERY	1,029.82
06/25	06/27/2025	75158	E H WOLF & SONS INC	212152	FUEL DELIVERY	1,466.25
Total 75158:						2,496.07
75159						
06/25	06/27/2025	75159	ELECTION SYSTEMS & S	CD2121931	ELECTIONS/FIRMWARE & HARDWARE LICENSING	745.10
Total 75159:						745.10
75160						
06/25	06/27/2025	75160	FACTORY MOTOR PARTS	1-10819598	LIFT 1 GENERATOR BATTERIES	483.28
Total 75160:						483.28
75161						
06/25	06/27/2025	75161	ForeverLawn Milwaukee L	1617	KIWANIS PARK PLAYGROUND	54,630.00
Total 75161:						54,630.00
75162						
06/25	06/27/2025	75162	FOTH INFRASTRUCTURE	97466	DUPLEX LOT 21 MAJESKIE ACRES	14.40
Total 75162:						14.40
75163						
06/25	06/27/2025	75163	HACH COMPANY	14537896	TESTING CHEMICALS / SUPPLIES	266.22
Total 75163:						266.22
75164						
06/25	06/27/2025	75164	J. MILLER ELECTRIC, INC	9263	LIFT 1 VFD TROUBLESHOOTING-PUMP 3	3,646.63
Total 75164:						3,646.63
75165						
06/25	06/27/2025	75165	JL PROPERTY SERVICES	40078	WEED SPRAY TREATMENT VILLAGE CEMETERY	2,572.99
Total 75165:						2,572.99
75166						
06/25	06/27/2025	75166	LANGE ENTERPRISES IN	91488	LAKEFRONT REPLACEMENT SIGNAGE (PED, ARROW, DIVIDED,	494.36
Total 75166:						494.36
75167						
06/25	06/27/2025	75167	MADISON NATIONAL LIF	1703686	DISABILITY INSURANCE/JULY 2025	2,584.15
Total 75167:						2,584.15

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75168						
06/25	06/27/2025	75168	MARKUT, BRETT	06152025	POLICE/MARKUT REIMBURSEMENT FOR BOATERS SAFETY CO	63.95
06/25	06/27/2025	75168	MARKUT, BRETT	15JUNE2025	POLICE/MARKUT UNIFORM ALLOWANCE REIMBURSEMENT 202	300.00
Total 75168:						363.95
75169						
06/25	06/27/2025	75169	MID CITY CORPORATION	PAY APP #3	WELL 4 HMO TREATMENT	568,225.97
Total 75169:						568,225.97
75170						
06/25	06/27/2025	75170	MID-CITY SPORTS LLC	32890	LAKE PATROL/POLO SHIRTS AND PRO COTTON HATS FOR NE	304.00
Total 75170:						304.00
75171						
06/25	06/27/2025	75171	MIDWEST TAPE	507284447	LIBRARY/1 ADULT CD	11.99
06/25	06/27/2025	75171	MIDWEST TAPE	507284449	LIBRARY/2 ADULT DVD	43.48
Total 75171:						55.47
75172						
06/25	06/27/2025	75172	MIDWEST TAPE - HOOPL	507296615	LIBRARY/HOOPLA/FLEX	89.99
Total 75172:						89.99
75173						
06/25	06/27/2025	75173	MOTION & CONTROL EN	f31471-001	#401 HYDRULIC HOSE	59.34
Total 75173:						59.34
75174						
06/25	06/27/2025	75174	NORTHERN LAKE SERVI	2509318	BACTERIA 06.09.25	87.00
Total 75174:						87.00
75175						
06/25	06/27/2025	75175	PEWAUKEE PUBLIC LIBR	202504FRIEN	LIBRARY/FRIENDS BOOKSALE REVENUE	869.49
Total 75175:						869.49
75176						
06/25	06/27/2025	75176	RA SMITH, INC	188497	2024 ROAD IMPROVEMENT PROGRAM	546.00
06/25	06/27/2025	75176	RA SMITH, INC	188500	PEWAUKEE H.S. STEAM ADD. & W.M. CHARGE BACK	2,542.90
06/25	06/27/2025	75176	RA SMITH, INC	188501	2025 ROAD IMPROVEMENT PROGRAM - SANITARY SEWER DE	23,314.80
06/25	06/27/2025	75176	RA SMITH, INC	188511	PLAN COMMISSION MEETING AND EMAIL RESPONSES	228.75
Total 75176:						26,632.45
75177						
06/25	06/27/2025	75177	RAMS CONTRACTING	660	HYDRANT METER DEPOSIT REFUND LESS USAGE	958.22
Total 75177:						958.22

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75178						
06/25	06/27/2025	75178	RUEKERT & MIELKE, INC	157590	LIFT 1- PLC MODIFICATIONS	774.20
06/25	06/27/2025	75178	RUEKERT & MIELKE, INC	157591	GIS UPDATE FOR CREMAINS LAYER	1,487.50
06/25	06/27/2025	75178	RUEKERT & MIELKE, INC	157592	KOPMEIER LS CONSTRUCTION ADMINISTRATION	1,321.50
06/25	06/27/2025	75178	RUEKERT & MIELKE, INC	157593	WELL 4 CONSTRUCTION ADMINISTRATION	9,712.75
06/25	06/27/2025	75178	RUEKERT & MIELKE, INC	157594	WELL 6 PFAS SDWLP COORDINATION	3,731.50
06/25	06/27/2025	75178	RUEKERT & MIELKE, INC	157595	WELL 7 SITING REVIEW	97.00
Total 75178:						17,124.45
75179						
06/25	06/27/2025	75179	SECURIAN FINANCIAL G	July 2025	LIFE INS JULY 2025	736.10
Total 75179:						736.10
75180						
06/25	06/27/2025	75180	TAYLOR COMPUTER SER	28006	COMPUTER SERVICE	67.50
06/25	06/27/2025	75180	TAYLOR COMPUTER SER	28006PD	POLICE/JUNE MONTHLY BILLING	1,210.50
Total 75180:						1,278.00
75181						
06/25	06/27/2025	75181	WAUKESHA COUNTY TR	00422	INMATE BILL	125.08
Total 75181:						125.08
75182						
06/25	06/27/2025	75182	ZOMCHEK, TANNER	TANNERBOO	TANNERS WORKBOOTS 2025	169.99
Total 75182:						169.99
300000601						
06/25	06/09/2025	300000601	ACH RHYME BUSINESS	39203014	VH COPIES & LEASE	565.44
Total 300000601:						565.44
300000604						
06/25	06/06/2025	300000604	ACH US BANK	2025-5	INV 3359-OFF ROAD DIESEL FUEL	38,744.06- V
Total 300000604:						38,744.06-
300000605						
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	0450	LIBRARY/FOREIGN TRANSACTION FEE	1.50
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	05052025	LIBRARY/EXPLORE BOOKWORM GARDENS FRIENDS	100.00
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	117128675-11	LIBRARY/POSTAGE STAMPS	75.55
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	120974903499	LIBRARY/WAUKESHA FREEMAN ANNUAL SUBSCRIPTION	282.00
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	14946932	LIBRARY/LIGHT BULBS	245.34
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	152358301051	LIBRARY/SPECTRUM 5.17.25-6.16.25	234.99
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2038974975	LIBRARY/PRINT MATERIALS ASF	17.13
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2038980530	LIBRARY/PRINT MATERIALS AF	416.26
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2038980907	LIBRARY/PRINT MATERIALS JUV PIC BOOKS	163.52
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2038981246	LIBRARY/PRINT MATERIALS NONFIC	5.77
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2038983574	LIBRARY/PRINT MATERIALS YA	115.33
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2038983763	LIBRARY/PRINT MATERIALS JUV	39.02
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2038987227	LIBRARY/PRINT MATERIALS AFIC	277.74
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2038987341	LIBRARY/JUV PIC BOOKS	93.12

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2038994665	LIBRARY/PRINT MATERIALS YA	279.81
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2038995114	LIBRARY/PRINT MATERIALS ANF	195.04
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2038995213	LIBRARY/PRINT MATERIALS ASF	56.50
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039008873	LIBRARY/PRINT MATERIALS JUV	39.38
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039009662	LIBRARY/PRINT MATERIALS AFIC	393.67
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039010778	LIBRARY/PRINT MATERIALS JUV	240.84
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039019693	LIBRARY/PRINT MATERIALS ANF	61.62
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039021089	LIBRARY/PRINT MATERIALS YA	228.88
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039023970	LIBRARY/PRINT MATERIALS ANF	89.15
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039024039	LIBRARY/PRINT MATERIALS ASF	45.68
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039028562	LIBRARY/PRINT MATERIALS JUV	272.48
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039034867	LIBRARY/PRINT MATERIALS YA	314.80
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039034877	LIBRARY/PRINT MATERIALS YA	86.74
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039034908	LIBRARY/PRINT MATERIALS YA	175.97
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039040307	LIBRARY/PRINT MATERIALS YA	31.10
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039041530	LIBRARY/PRINT MATERIALS ANF	493.63
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039041846	LIBRARY/PRINT MATERIALS JUV	23.26
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039043662	LIBRARY/PRINT MATERIALS ASF	68.31
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2039053201	LIBRARY/PRINT MATERIALS JUV	187.75
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	217165	LIBRARY/YA PROGRAM	12.58
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	2734	LIBRARY/CYBERLYNK	372.99
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	3361716	LIBRARY/EXPLORE ZOO PASS FRIENDS	1,000.00
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	510639910196	LIBRARY/NON PRINT MATERIALS VIDEO GAMES	34.99
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	5240422005	LIBRARY/GOOGLE GSUITE APR 2025	6.00
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	538467218	LIBRARY/THE BUSINESS JOURNALS SUBSCRIPTION	220.00
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	5890-1355791	LIBRARY/LIGHT BULBS	67.75
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	7632746	LIBRARY/PROCESSING SUPPLIES	307.44
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	80085	LIBRARY/PROCESSING SUPPLIES	127.96
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	E929F03F-000	LIBRARY/LATER	75.00
06/25	06/04/2025	300000605	ACH NORTH SHORE BAN	POS-144301	LIBRARY/EXPLORE PASS DOMES FRIENDS	500.00
Total 300000605:						8,076.59
300000606						
06/25	06/13/2025	300000606	ACH MENARDS-CAPITAL	1662745271	QUICK DRY CEMENT CEMETERY	1,390.42
Total 300000606:						1,390.42
300000610						
06/25	06/02/2025	300000610	ACH WE ENERGIES	5471001075	309 QUINLAN DR - STREET LIGHT	4,120.99
Total 300000610:						4,120.99
300000611						
06/25	06/17/2025	300000611	ACH WE ENERGIES	5489799261	1000 HICKORY/PUBLIC WORKS GAS SERVICE	183.38
06/25	06/17/2025	300000611	ACH WE ENERGIES	5490239701	552 HICKORY/ MUNICIPAL STORAGE	95.29
Total 300000611:						278.67
300000612						
06/25	06/20/2025	300000612	ACH WE ENERGIES	5497147492	1205 W WISCONSIN AVE - LIFT #1 PUMP - ELEC	4,547.86
06/25	06/20/2025	300000612	ACH WE ENERGIES	5497153013	235 HICKORY ST -STREET LIGHT CLASS C & D ELEC	340.09
Total 300000612:						4,887.95

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
300000618						
06/25	06/04/2025	300000618	ACH WE ENERGIES	5474562904	W240N3301 CTY RD J -STANDPIPE	16,702.56
Total 300000618:						16,702.56
300000619						
06/25	06/20/2025	300000619	ACH KWIK TRIP INC - FU	5/2025	SEWER- MAY 2025	5,733.43
Total 300000619:						5,733.43
300000620						
06/25	06/20/2025	300000620	ACH WE ENERGIES	5497149988	235 HICKORY -VILLAGE HALL - ELECTRIC	7,250.08
Total 300000620:						7,250.08
300000621						
06/25	06/25/2025	300000621	ACH WE ENERGIES	5490419903	497 PARK AVE -SEWER-MAPLE LIFT	113.78
Total 300000621:						113.78
300000622						
06/25	06/30/2025	300000622	ACH WE ENERGIES	5504867687	LIBRARY/GAS ELECTRICAL 5/07/25-6/05/25	3,701.01
Total 300000622:						3,701.01
300000625						
06/25	06/24/2025	300000625	ACH WI EMPLOYEE TRU	057600020250	JULY 2025 DENTAL INSURANCE	71,191.98
Total 300000625:						71,191.98
300000626						
06/25	06/20/2025	300000626	ACH US BANK	2025-6	INV 307911259-ZOOM	37,712.80
Total 300000626:						37,712.80
Grand Totals:						1,363,798.

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-00-17110-000-000	3,000.00	.00	3,000.00
110-00-21337-000-100	1,734.16	.00	1,734.16
110-00-21337-000-200	69,457.82	.00	69,457.82
110-00-21337-000-300	4,446.18	.00	4,446.18
110-00-21337-000-400	736.10	.00	736.10
110-00-21400-000-000	34,662.62	207,485.03-	172,822.41-
110-00-21761-000-000	72.14	.00	72.14
110-00-22105-000-000	2,000.00	.00	2,000.00
110-00-44110-000-000	22.89	.00	22.89
110-00-45100-000-000	4,895.63	.00	4,895.63
110-00-51120-000-000	7,108.00	.00	7,108.00
110-00-51120-000-100	4,810.80	.00	4,810.80
110-00-51200-000-140	341.19	202.43-	138.76

GL Account	Debit	Credit	Proof
110-00-51300-000-000	15,575.00	.00	15,575.00
110-00-51300-000-110	2,673.00	.00	2,673.00
110-00-51320-000-000	522.00	.00	522.00
110-00-51400-000-140	2,765.72	30.25-	2,735.47
110-00-51420-000-140	4,030.52	1,916.52-	2,114.00
110-00-51440-000-000	1,274.37	103.68-	1,170.69
110-00-51460-000-000	175.35	.00	175.35
110-00-51470-000-000	113.18	.00	113.18
110-00-51520-000-000	3,666.67	.00	3,666.67
110-00-51600-000-310	2,313.37	204.71-	2,108.66
110-00-51612-000-000	2,064.43	.00	2,064.43
110-00-51938-000-000	12,535.72	.00	12,535.72
110-00-51980-000-000	210.69	.00	210.69
110-00-52100-000-310	3,506.28	.00	3,506.28
110-00-52100-000-320	425.88	937.01-	511.13-
110-00-52100-000-330	1,906.33	208.91-	1,697.42
110-00-52100-000-340	19.99	162.34-	142.35-
110-00-52100-000-350	553.95	334.26-	219.69
110-00-52100-000-361	91.22	.00	91.22
110-00-52100-000-380	310.71	683.43-	372.72-
110-00-52100-000-400	1,871.66	.00	1,871.66
110-00-52400-000-100	3,750.00	.00	3,750.00
110-00-53100-000-120	835.50	.00	835.50
110-00-53100-000-140	514.89	2.04-	512.85
110-00-53310-000-310	542.35	71.89-	470.46
110-00-53310-000-311	10,276.59	1,119.99-	9,156.60
110-00-53330-000-310	2,410.36	530.41-	1,879.95
110-00-53340-000-310	39.99	.00	39.99
110-00-53420-000-310	4,739.66	.00	4,739.66
110-00-53470-000-310	513.82	263.76-	250.06
110-00-53620-000-000	27,522.01	20,840.80-	6,681.21
110-00-53635-000-000	1,001.94	7,050.19-	6,048.25-
110-00-53640-000-310	106.97	.00	106.97
200-00-21400-000-000	.00	118,844.20-	118,844.20-
200-00-53300-000-100	64,214.20	.00	64,214.20
200-00-55200-000-100	54,630.00	.00	54,630.00
450-00-21400-000-000	.00	347.00-	347.00-
450-00-51570-000-000	347.00	.00	347.00
455-00-21400-000-000	.00	347.00-	347.00-
455-00-51570-000-000	347.00	.00	347.00
460-00-21400-000-000	.00	347.00-	347.00-
460-00-52200-000-000	347.00	.00	347.00
600-00-21400-000-000	2,061.97	988,804.73-	986,742.76-
600-00-23501-000-000	2,002.62	.00	2,002.62
600-00-50605-002-000	5,260.55	37.99-	5,222.56
600-00-50605-004-000	21.25	21.25-	.00
600-00-50605-006-000	138.34	.00	138.34
600-00-50622-000-000	11,319.44	.00	11,319.44
600-00-50625-002-000	177.18	.00	177.18
600-00-50625-004-000	236.00	.00	236.00
600-00-50630-002-000	266.22	.00	266.22
600-00-50630-003-000	323.00	.00	323.00
600-00-50631-001-000	895.13	.00	895.13
600-00-50631-002-000	3,545.55	.00	3,545.55
600-00-50631-003-000	3,561.53	.00	3,561.53
600-00-50641-001-000	282.05	242.34-	39.71
600-00-50650-002-000	300.87	.00	300.87

GL Account	Debit	Credit	Proof
600-00-50651-002-000	136.17	.00	136.17
600-00-50651-003-000	7,421.37	.00	7,421.37
600-00-50652-002-000	35.47	.00	35.47
600-00-50653-002-000	39.99	.00	39.99
600-00-50653-004-000	265.69	.00	265.69
600-00-50654-002-000	180.31	.00	180.31
600-00-50655-002-000	266.36	.00	266.36
600-00-50700-001-000	464.47	.00	464.47
600-00-50903-001-000	.00	1,208.98-	1,208.98-
600-00-50903-004-000	229.79	.00	229.79
600-00-50904-001-000	438.99	421.41-	17.58
600-00-50923-001-000	1,776.00	.00	1,776.00
600-00-50923-002-000	4,200.00	.00	4,200.00
600-00-50923-003-000	2,676.00	.00	2,676.00
600-00-50924-000-000	602.32	.00	602.32
600-00-50930-001-000	435.00	.00	435.00
600-00-50930-002-000	575.00	.00	575.00
600-00-50930-003-000	40.00	.00	40.00
600-00-50930-004-000	127.72	130.00-	2.28-
600-00-50931-001-000	940,564.35	.00	940,564.35
650-00-21400-000-000	1,275.65	9,792.30-	8,516.65-
650-00-51938-000-000	801.27	.00	801.27
650-00-53100-000-140	894.59	497.42-	397.17
650-00-53310-000-310	808.11	.00	808.11
650-00-53330-000-310	59.34	.00	59.34
650-00-53330-100-310	924.99	778.23-	146.76
650-00-53440-000-310	1,876.25	.00	1,876.25
650-00-57325-000-000	4,427.75	.00	4,427.75
700-00-21400-000-000	1,732.43	18,158.11-	16,425.68-
700-00-50821-000-000	705.71	.00	705.71
700-00-50822-002-000	3,780.35	.00	3,780.35
700-00-50822-003-000	175.58	.00	175.58
700-00-50822-005-000	327.42	324.90-	2.52
700-00-50822-010-000	5,186.01	225.90-	4,960.11
700-00-50831-006-000	17.52	.00	17.52
700-00-50832-002-000	116.59	.00	116.59
700-00-50834-002-000	11.99	.00	11.99
700-00-50835-002-000	298.69	.00	298.69
700-00-50836-000-000	598.93	421.36-	177.57
700-00-50851-000-000	.00	430.32-	430.32-
700-00-50851-004-000	2,441.53	.00	2,441.53
700-00-50852-004-000	562.00	.00	562.00
700-00-50852-006-000	.00	52.25-	52.25-
700-00-50853-000-000	1,445.69	.00	1,445.69
700-00-50856-000-000	13.80	.00	13.80
700-00-50856-002-000	274.55	277.70-	3.15-
700-00-50990-000-000	2,201.75	.00	2,201.75
800-00-21400-000-000	.00	1,893.64-	1,893.64-
800-00-54910-000-000	264.93	.00	264.93
800-00-54915-000-000	1,487.50	.00	1,487.50
800-00-54920-000-000	141.21	.00	141.21
900-00-21400-000-000	1.68	36,894.32-	36,892.64-
900-00-55110-000-140	502.00	.00	502.00
900-00-55110-000-141	5,460.07	1.68-	5,458.39
900-00-55110-000-142	526.84	.00	526.84
900-00-55110-000-143	590.00	.00	590.00
900-00-55110-000-144	825.33	.00	825.33

GL Account	Debit	Credit	Proof
900-00-55110-000-146	250.00	.00	250.00
900-00-55110-000-310	10,709.66	.00	10,709.66
900-00-55110-000-311	4,308.99	.00	4,308.99
900-00-55110-000-312	1,625.01	.00	1,625.01
900-00-55110-000-313	397.57	.00	397.57
900-00-55110-000-450	700.00	.00	700.00
900-00-55110-000-500	3,754.59	.00	3,754.59
900-00-57610-000-000	7,244.26	.00	7,244.26
950-00-21400-000-000	30.50	6,781.75-	6,751.25-
950-00-51120-000-100	120.00	.00	120.00
950-00-51938-000-000	169.00	.00	169.00
950-00-52100-000-140	497.20	30.50-	466.70
950-00-52100-000-145	3,500.00	.00	3,500.00
950-00-52100-000-300	2,191.55	.00	2,191.55
950-00-52100-000-410	304.00	.00	304.00
960-00-21400-000-000	.00	13,867.91-	13,867.91-
960-00-55200-000-150	7,705.78	.00	7,705.78
960-00-55200-000-155	504.77	.00	504.77
960-00-55200-000-165	5,657.36	.00	5,657.36
Grand Totals:	<u>1,443,327.84</u>	<u>1,443,327.84-</u>	<u>.00</u>

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"



SPECIAL EVENT PERMIT APPLICATION

FEES ARE NON-REFUNDABLE

Applications are due 90 days PRIOR to the event - NO Exceptions

235 Hickory St, Pewaukee WI 53072 - villagehall@villageofpewaukee.wi.gov - 262-691-5660

ORGANIZATION INFORMATION		
Organization Name: <u>Pewaukee Parks & Recreation</u>		
Address: <u>W240 N3065 Pewaukee Rd. Pewaukee, WI 53072</u>		
Event Contact Person: <u>Monica Kaskey</u>	Email: <u>Kaskey@pewaukee.wi.us</u>	
Phone# on Day of Event: <u>414-581-6664</u>	Are you a 501(c)3? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>Gov't</u>	
Are you a local Civic/Nonprofit Group as defined by Village Code? (Copy of code in manual) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <u>Gov't</u>		
EVENT INFORMATION		
Event Name: <u>Lake Country Canine Carnival</u>		Date: <u>10/4/2025</u>
Location of Event* <u>Kiwanis Village Park</u>		<u>Pewaukee, WI 53072</u>
Event Start and End Time: <u>8:00am</u> to <u>4:00pm</u>		
List any Special Equipment/Facilities/Requirements we need to know about:		
<u>Set up, clean up will be done by Parks & Rec Staff</u>		
<p>You MUST attach a detailed map/sketch of your event indicating the specific location, layout, direction of the route, including all turns and the number of traffic lanes to be used. *If you are using a Village Park, you must reserve the park through the Park & Recreation Department prior to getting your Special Event Permit approved by the Village Board. Please call 262-691-7275.</p>		
Generally describe your event and its purpose:		
<p>A community event for people & pets that provides a fun, interactive day to enjoy the park. Activities include Carnival Games, Lure Course, radar run, breed races, vendors, rescues/shelters and other activities for the whole family.</p>		
Estimated Number of Participants:	Spectators:	Vendors:
<u>300</u>	<u>300</u>	<u>30</u>

Based on the definition described in the Special Event Manual, do you consider your event to be a Public Special Event or a Private Special Event? Please explain why.

Public - all are welcome + there is no fee to attend.

EVENT PERMITS (IF APPLICABLE)

Is there an outdoor bar that will serve alcohol? *If yes, alcohol and bartender licenses are required under separate applications. Alcohol licenses are \$10 per non-simultaneous event dates. Example: Event is on every Saturday of the month (4 days total = \$40) *Submit form AT-315 with application. <https://www.revenue.wi.gov/DORForms/at-315f.pdf>*

☒ YES
☐ NO

Per Parks + Rec Permit

Does event include the sale of merchandise? *If yes, a Transient Merchant license is required under a separate permit.*

☒ YES ☐ NO

Per Parks + Rec Permit

Will you be requiring electricity? *If yes, an electrical permit is required under a separate permit. You must file a permit with the City of Pewaukee Building Inspection Department. Call 262-691-9107*

☐ YES ☒ NO

ADDITIONAL EVENT INFORMATION

Does the event involve fireworks? *If yes, please provide a detailed fireworks plan with application.*

☐ YES ☒ NO

Does the event involve amplified music? *If yes, specify music type and how many hours the music will be amplified.*

☐ Band

☐ DJ

☒ Other

Radio

Hours: 11 to 3 pm
am

Please list the number of security staff you will be providing for the event.
Have you communicated this need with the Police Department?

0

Will you need barricades provided by the Village for your event, if so, how many?

NO

Will this event involve a road closure? *If yes, please contact the Police Department to coordinate 262-691-5678. \$300 fee due at the time of application submittal.*

☐ YES ☒ NO

Will you be erecting any tents, canopies or other temporary structure(s)? *If yes, the Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event.*

☐ YES ☒ NO

Please contact Building Services at the City of Pewaukee 262-691-9107.

Will you provide parking for participants? If yes, where will parking be available?

Kiwanis Village Park Lot

☒ YES ☐ NO

Will you be providing portable restrooms and wash stations? If yes, how many will you provide and

☐ YES ☒ NO

ADDITIONAL EVENT INFORMATION CONTD.

Will you provide a dumpster/clean-up services?

☐ YES ☒ NOWill you need extra 55 gallon garbage cans? *If yes, please include the number of cans you would like in your refuse collection plan below.*☐ YES ☒ NO

Please describe your clean-up and refuse collection plan.

*Pewaukee Parks + Rec Staff will clean up.*Does the event include the sale of food on public property? *If yes, list all vendors and contact information. (Phone, email.) *Please include an extra sheet if needed.**N/A - Through Parks + Rec*

Vendor _____ Contact _____

Vendor _____ Contact _____

Vendor _____ Contact _____

Vendor _____ Contact _____

What other assistance do you foresee needing from the Village (personnel, materials, and/or equipment)?

none.

Have you reviewed and do you have a copy of the Village of Pewaukee Special Events Manual including the Special Events Ordinance?

☒ YES ☐ NO**INSURANCE REQUIREMENTS**

A certificate of insurance (\$1,000,000 minimum coverage) and a copy of the "additional insured" endorsement, each naming the Village of Pewaukee as an additional insured under the event organizer's general liability insurance policy, may be required. Those events that will be required to provide the aforementioned insurance indemnification include, but are not limited to 1) an event that includes alcohol, or 2) an event that is anticipated to have attendance greater than 500 people per day, or 3) an event that includes a road closure.

***Include insurance documents with application if any of the specified events apply.**

DEPOSIT REQUIREMENTS

The applicant may be required to submit to the Village a cleaning/damage deposit of \$200 per day for each scheduled day of the event (or portion thereof), two weeks prior to the starting date of the event. The deposit shall be refunded to applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the Village for loss or cleaning costs. The Village reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within twelve (12) hours after the conclusion of the event. (This deposit is separate from any deposit required by the Park/Recreation Department for park use).

TERMINATION OF AN EVENT

The Village reserves the right to shut down a special event that is in progress if it is deemed to be a public safety hazard by the Police and/or Fire Department and/or there is a violation of Village Ordinances, State Statutes or the terms of the Applicant's permit. The Village Administrator and/or his/her signee may revoke an approved Special Events Permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

By signing this form, the applicant certifies authorization to act on behalf of their organization and hereby releases the Village of Pewaukee, its employees, agents, subcontractors and assigns indemnified as and against any and all claims, demands, actions, causes of action, costs or expenses made against or incurred by the Village, including, but not limited to, actual attorney fees arising from the approval of this event application and the conducting of the activity set forth therein including, but not limited to, any and all claims for injury or damage to property arising from the event or any activities related thereto.


Signature of Applicant

6/5/2025
Date

For staff use only

Application forwarded to:

- ☐ Building Inspector
- ☐ Chief of Police
- ☐ Clerk/Treasurer

- ☐ Fire Chief
- ☐ Park & Recreation Director
- ☐ Public Works Director

- ☐ Police Services
- ☐ Delivery and pick-up of barricades \$300

- ☐ Food Vendors (if applicable) listed with contact info
- ☐ Alcohol Served? - AT-315 submitted with application
- ☐ Insurance documents 1, 2, or 3

Amount Paid \$ _____ Rec # _____

