

Office of the Clerk/Treasurer

W240N3065 Pewaukee Road
Pewaukee, WI 53072
(262) 691-0770 Fax 691-1798

~ REVISED ~

**COMMON COUNCIL
MEETING NOTICE AND AGENDA**

Monday, April 18, 2022

6:30 PM

Common Council Chambers ~ Pewaukee City Hall
W240 N3065 Pewaukee Road ~ Pewaukee, Wisconsin

-
1. Call to Order and Pledge of Allegiance
 2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
 3. Consent Agenda
 - 3.1. Approval of Common Council Meeting Minutes Dated March 21, 2022
 - 3.2. Approval of Common Council Meeting Minutes Dated April 4, 2022
 - 3.3. Approval of the Accounts Payable Listing Dated April 18, 2022
 4. Discussion and Possible Action Regarding the Removal of the Heavy Weight Restriction on Lindsay Road from Redford Boulevard (CTH F) to Duplainville Road [Wagner].
 5. Discussion and Possible Action to Award the Foxwood/Kathryn Court Drainage Improvement Project to the Lowest Qualified Bidder, Buteyn Peterson Construction Company, Inc., in the Amount of \$287,335.31. [Wagner]
 6. Discussion and Possible Action for Railroad Quiet Zone Study for the Crossings Located at Weyer Road, Green Road, and Watertown Road [Wagner].
 7. Discussion and Possible Action to Determine Appropriate Steps Related to Future Agreements with the Village Pertaining to the Joint Fire/Rescue Services (Terminating 12/31/2022) and the Joint Library Agreement (Terminating 12/31/2024) [Mayor Bierce]
 8. Attorney Riffle to Swear In the Following Elected Officials:
Steve Bierce - Mayor
Rich Reinbold - Alderman District 1
Colleen Brown - Alderman District 2
Brian Dziwulski - Alderman District 3
 9. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your district Alderperson prior to the meeting.
 10. Closed Session – You are hereby notified that the Common Council and staff of the City of

Pewaukee will convene into closed session after all regular scheduled business has been concluded and upon motion duly made and seconded and acted upon by roll-call vote as required under §19.85(1)(a), Stats. The purpose of the closed session is for the following:

- §19.85(1)(g): 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 related to the excessive assessment claim of Richard Carr (W268 N2433 Meadowbrook Road - PWC 0931-972)

You are further notified that at the conclusion of the Closed Session, the Common Council may convene into open session pursuant to 19.85(2), Stats., for possible additional discussion and action concerning any matters discussed in closed session and for adjournment.

11. Adjournment

Kelly Tarczewski
Clerk/Treasurer

April 15, 2022

NOTICE

It is possible that members of other governmental bodies of the municipality may be in attendance to gather information that may form a quorum. At the above stated meeting, no action will be taken by any governmental body other than the governmental body specifically referred to above in this notice.

Any person who has a qualifying disability under the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible format must contact the Clerk/Treasurer, Kelly Tarczewski, at (262) 691-0770 three business days prior to the meeting so that arrangements may be made to accommodate your request.

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.1.**

DATE: April 18, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Common Council Meeting Minutes Dated March 21, 2022

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 3.21.2022

In Attendance:

Mayor Steve Bierce, Aldermen C. Brown, I. Clark, B. Dziwulski, R. Grosch and J. Wamser. Alderman P. Vetterkind was absent and excused.

Also in Attendance:

Attorney S. Riffle, Administrator S. Klein, Fire Chief K. Bierce, Park & Recreation Director N. Phalin and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance

Mayor Bierce called the meeting to order at 6:30 p.m. and asked everyone to stand for the Pledge of Allegiance.

2. Public Comment

Richard Carr (W268 N2433 Meadowbrook Road) said he told Common Council at the last meeting that Board of Review sends all agricultural cases to district court and feels that is a burden. He felt it was not right for Board of Review not to listen to his case. He said if they listen to a case and decide they cannot make a determination, then they should pass it on. Mr. Carr stated his legal bills are more than \$12,500 and he has hardly gotten started. He said he is not going to buckle. He feels Common Council should advise Board of Review that it is Common Councils preference to have all property owners and cases heard. He did not think it was right that the City Attorney can tell Common Council what they can and cannot talk about.

3. Discussion and Possible Action to Approve the Accounts Payable Listing Dated March 21, 2022

A motion was made and seconded (J. Wamser, C. Brown) to approve the accounts payable listing dated March 21, 2022. Motion Passed: 5-For, 0-Against.

4. Discussion Related to the Fire Departments Latest Accreditation

Chief Bierce was present for this item.

Chief Bierce stated the City finished their accreditation for another five years. He noted it is a significant event because the City is only one of nine in the state, one of 240 in the nation and one of 300 in the world. He stated all of City Hall staff assisted in this accreditation. Chief Bierce stated the site team was here for a week visit and came up with 17 significant recommendations. He noted they would be in the process of rewriting the strategic plan for the organization and noted it would be more Human Resources based. Chief Bierce said the other two significant things that were noted were the City-wide Emergency Operations and City-wide Continuity Operation plans. He said he is proud of the Department's accomplishments and thanked the members for their support.

Mr. Grosch asked who the accreditation agency was. Chief Bierce noted the Center for Public Safety of Excellence.

5. Discussion and Possible Action Regarding **Resolution 22-03-10** for Outdoor Recreation Grant Application

Mr. Phalin stated he was seeking approval of the resolution to apply for a Wisconsin DNR Land Water Fund Grant. He said a resolution is required to apply for the grant. Mr. Phalin noted the City would be applying for a \$750,000 grant which will go toward the all-inclusive playground and splashpad. Mr. Phalin noted the deadline to apply is May 1, 2022.

A motion was made and seconded (C. Brown, J. Wamser) to approve Resolution 22-03-10 Outdoor Recreation Grant Application. Motion Passed: 5-For, 0-Against.

6. Discussion and Possible Action to Accept Frank Armstrong Enterprises Inc. as the Lowest Qualified Bidder to Convert Wagner Park Tennis Court to Four Permanent Pickleball Courts Conversion

Mr. Phalin noted the project is approved in the budget at \$45,000. He said there were two bids received and Frank Armstrong was the lowest qualified bidder. He said the project will convert one of the two tennis courts into four permanent pickle ball courts and will include fencing, nets, and gates.

Ms. Brown asked if it would be advertised in the summer recreation catalog and if people could sign up for leagues. Mr. Phalin said it will be open play, not leagues. He said there will be a full-page ad that mentions the conversion. Mr. Phalin stated open play will be May through September with a slight inconvenience for three to four weeks while the project is completed.

Discussion took place regarding possible future locations.

A motion was made and seconded (B. Dziwulski, I. Clark) to accept Frank Armstrong Enterprises as the lowest qualified bidder and to use the full budgeted amount. Motion Passed: 5-For, 0-Against.

7. Discussion and Possible Action Regarding Security Cameras and Funding at Pewaukee Sports Complex

Mr. Phalin noted there has been consistent vandalism from people driving off the parking lots onto the soccer fields. One of the biggest concerns of the City's partner soccer club is the turf conditions since opening the park. Mr. Phalin feels the appropriate response is to install cameras at the park. Discussion took place regarding cameras and license plate recognition.

Mr. Phalin stated he approached the soccer organizations and they contributed \$2,150 towards the project. He noted with the contingency, he is seeking funding of \$14,150 to get the cameras ordered and installed.

Mayor Bierce asked if other departments were looking for cameras. Mr. Klein stated other departments have not experienced the need. Mayor Bierce stated he is not against it but does not want to piecemeal it and having departments coming forward one at a time when it could save money to do them all at once.

Mr. Clark asked if the cameras were only one covering access point to capture license plates and felt it might not be enough. Mr. Phalin noted it is the general path to the park where most vehicles come in and noted most damage has been at the north end of the park.

Mr. Wamser felt it was a great idea but would like them to be more proactive and change the landscape. Mr. Phalin stated the park development is not completed yet.

Further discussion took place regarding video coverage and storage.

A motion was made and seconded (B. Dziwulski, R. Grosch) to approve \$14,150 out of the contingency fund to purchase security cameras for the Sports Complex. Motion Passed: 5-For, 0-Against.

8. **PUBLIC HEARING**, Discussion and Possible Action Regarding a Comprehensive Master Plan Amendment to Change the Year 2050 Land Use/Transportation Plan Use Designation for the City of Pewaukee for Vacant Land Located on Ridgeview Parkway (PWC 0953-984-005) from Office Commercial and Floodplains, Lowland & Upland Conservancy and Other Natural Areas to High Density Residential (< 6,500 SQ. FT / D.U.) and Floodplains, Lowland & Upland Conservancy and Other Natural Areas for Interstate Partners and Approve **Resolution 22-03-11** and **Ordinance 22-04**

Mr. Klein noted items 8 & 9 were approved by Plan Commission.

Mayor Bierce opened the public hearing and immediately closed it.

Mayor Bierce reopened the public hearing.

Caroline Brzezinski and Fran Brzezinski from Interstate Partners were present.

Mr. Brzezinski stated they presented in December and followed up last week after taking some comments and consideration from staff and Plan Commission about rezoning part of Ridgeview Corporate Park to multifamily. He noted that 30 years ago he developed the 300-acre parcel with a mixed use of office and industrial space. Mr. Brzezinski said the 14-acre parcel is the last site and it is zoned office. He said after 30 years of unsuccessfully finding an office user, he feels the space is economically unviable. Mr. Brzezinski stated in other areas including Minnesota, Illinois, and Pleasant Prairie they have taken mixed use projects and introduced multifamily. He said it is a unique position and it would not impact other residents. Mr. Brzezinski asked the Common Council to respectfully consider the zoning change.

Mayor Bierce noted Plan Commission made it clear that the circumstances in this project were so unique that there is no way that this could be used as a precedence setting event. He said there are no neighbors that will be disturbed and no higher use that can be used for the parcel.

Mr. Grosch asked what size the buildings would be and how many units there would be. Mr. Brzezinski noted it will be a mix of 161 one- and two-bedroom units. He said the target market would be young professionals and empty nesters, with rent ranging from \$1,500 - \$2,000 per month. He noted there will be three, 3-story and two, 2-story buildings.

Mr. Wamser said he loved what he saw and felt it checked all the boxes except for one, which is the sound from the Gun Club. He said people complain about the noise and recommended sound control in the building. Mr. Brzezinski said they would do internal testing on sound issues and that the freeway side will also be insulated. Ms. Brzezinski noted the Pleasant Prairie location is located near a gun club and they have not had any issues

Ms. Brown asked if it would be contingent on the Rm-3 changes. Mr. Klein stated it is contingent on those changes being made. Attorney Riffle stated it currently does not meet zoning. Ms. Brown felt it was a unicorn site that would fit in that area and felt it was a unique plan to come forward.

Mayor Bierce closed the public hearing.

A motion was made and seconded (I. Clark, J. Wamser) to approve agenda item 8 and amend the Comprehensive Master Plan. Motion Passed: 5-for, 0-Against.

A motion was made and seconded (I. Clark, J. Wamser) to approve agenda item 9 and approve the Conditional use Permit contingent on Common Council approval of Rm-3 district. Motion Passed: 5-For, 0-Against.

9. **PUBLIC HEARING**, Discussion and Possible Action Regarding the Conditional Use Permit for Interstate Partners for Vacant Land Located on Ridgeview Parkway (PWC 0953-984-005) for the Purpose of Creating a Multi-Family Apartment Development

Action taken in Item #8

10. Discussion and Possible Action Regarding **Ordinance 22-05** Rezoning Vacant Land Located on Ridgeview Parkway (PWC 0953-984-005) from A-2 Agricultural, UC Upland Conservancy and LC Lowland Conservancy to Rm-3 Multi-Family, UC Upland Conservancy and LC Lowland Conservancy for the Purpose of Creating a Multi-Family Apartment Development as Petitioned by Interstate Partners

A motion was made and seconded (I. Clark, J. Wamser) to approve the rezoning of the vacant lot located on Ridgeview Parkway. Motion Passed: 5-For, 0-Against.

11. **PUBLIC HEARING**, Discussion and Possible Action Regarding a Conditional Use Permit for Momentum Early Learning for the Construction of a Proposed Childcare Facility Located at N19 W24135 Riverwood Drive (PWC 0949-998-015)

Mr. Klein noted Plan Commission recommended to approve the Conditional Use.

Mayor Bierce opened the public hearing

The applicant was present for this item.

Mr. Grosch asked for a brief explanation of the facility.

The applicant noted the client currently has locations in Germantown, Sussex, and Pewaukee. The current Pewaukee location would be relocating to this facility. They are looking at Pewaukee with growth and would like to see how they can fit the architecture of the new building in the park. He said the license allows up to 150 children. The applicant noted the parking lot exceeds the City's requirements for parking and noted drop off is staggered.

Ms. Brown thanked the applicant for coming. She noted Common Council normally knows the design before it is approved. With two different designs and not knowing which one they will use, Common Council will not know until they decide what they are going to do.

Mayor Bierce closed the public hearing.

A motion was made and seconded (B. Dziwulski, R. Grosch) to approve the Conditional Use Permit. Motion Passed: 5-For, 0-Against.

12. Discussion and Possible Action Regarding **Ordinance 22-06** Rezoning the Property Located at W262 N4521 Ryan Street (PWC 0881-998-005) from Rs-2 Single-Family Residential to A-2 Agricultural for the Purpose of Constructing a 5,670 Square Foot Building Per the Petition of Jeff

Wistl

Mr. Wistl was present for this item.

Mr. Klein noted Plan Commission has recommended approval contingent upon doing something to the backside of the building. He said it would be left up to staff to work out with the owner.

A motion was made and seconded (J. Wamser, I. Clark) to approve the rezoning request located at W262N4521 Ryan Street contingent to shifting the south property line to be a minimum of 100 feet from the agriculture building on the property to the south. Motion Passed: 5-For, 0-Against.

After further discussion, the motion was amended (J. Wamser, I. Clark) to approve the rezoning contingent upon the final lot line adjustments being compliant with zoning requirements and subject to the final site plan. Attorney Riffle is to approve, subject to the final site plan.

13. Discussion and Possible Action Regarding **Ordinance 22-07** Related to Amendments to Chapter 17 of the City of Pewaukee Zoning Ordinance Including Sub-Sections 17.0302a., 17.0302a.1., 17.0302a.2., and 17.0302a.3. Pertaining to the City's Current Needs Assessment Study and Impact Fee Analysis

Mr. Klein stated this was approved by Plan Commission and noted it was cleaning up the impact fee schedule and fee language.

A motion was made and seconded (I. Clark, J. Wamser) to approve Ordinance 22-07. Motion Passed: 5-For, 0-Against.

14. Discussion and Possible Action Regarding **Resolution 22-03-12** Revising the 2022 Fee Schedule Related to Impact Fees Collected

Ms. Tarczewski noted the Resolution was to update the fee schedule for impact fees.

A motion was made and seconded (B. Dziwulski, I. Clark) to approve Resolution 22-03-12. Motion Passed: 5-For, 0-Against.

15. Discussion Regarding the 2022 Assigned Funds

Mr. Klein stated no action was needed on this item. It was for informational purposes only. He said all requests have been previously submitted as resolutions and this was just a review.

16. Discussion and Possible Action Regarding the Proclamation Honoring Michael J. Hasslinger

Mayor Bierce stated Michael J. Hasslinger is a long-time member of the community. He said he served our country with honor in the Vietnam War. Mayor Bierce noted that he would be attending the honor flight in April. The City wanted to include the proclamation for him to read while on his flight.

A motion was made and seconded (B. Dziwulski, C. Brown) to approve the proclamation for Michael J. Hasslinger. Motion Passed: 5-For, 0-Against.

17. Discussion and Possible Action Regarding the Eagle Scout Proclamations for Alexander J. Reinbold and Liam M. Hughs

Mayor Bierce stated it was customary to recognize Eagle Scouts for their accomplishments.

Mayor Bierce stated these young people have obtained the rank of Eagle Scout and felt it was an honor well deserved and should be noted.

A motion was made and seconded (B. Dziwulski, J. Wamser) to approve the Eagle Scout proclamations for Alexander J. Reinbold and Liam M. Hughs. Motion Passed: 5-For, 0-Against.

18. Public Comment - None.

19. Adjournment

A motion was made and seconded (B. Dziwulski, I. Clark) to adjourn the meeting at 7:43 p.m.
Motion Passed: 5-For, 0-Against.

Respectfully Submitted,

Kelly Tarczewski
Clerk/Treasurer

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.2.**

DATE: April 18, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Common Council Meeting Minutes Dated April 4, 2022

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 4.4.2022

In Attendance:

Aldermen C. Brown, I. Clark, B. Dziwulski, R. Grosch, P. Vetterkind and J. Wamser. Mayor Bierce was absent and excused.

Also in Attendance:

Attorney S. Riffle, Administrator S. Klein, DPW Director M. Wagner, Utility Manager J. Mueller, City Planner & Community Development Director N. Fuchs and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance

In the absence of Mayor Bierce, Council President C. Brown called the meeting to order at 6:30 p.m. and asked everyone to stand for the Pledge of Allegiance.

2. Public Comment - None.

3. Consent Agenda

3.1. Approve Common Council Meeting Minutes Dated March 7, 2022

3.2. Approve the Accounts Payable Listing Dated April 4, 2022

Mr. Dziwulski asked that Item #3.1 be removed for discussion.

A motion was made and seconded (I. Clark, R. Grosch) to approve the accounts payable listing. Motion Passed: 5-For, 0-Against.

3.1 Approve Common Council Meeting Minutes Dated March 7, 2022

Mr. Dziwulski stated he needs to abstain from the minutes.

A motion was made and seconded (R. Grosch, I. Clark) to approve the Common Council minutes dated March 1, 2022. Motion Passed: 4-For, 0-Against, 1-Abstain (B. Dziwulski).

4. Discussion Regarding the Community Development and Building Services Annual Report for 2021

Mr. Fuchs stated the report shows the activity and goals of the two departments in 2021. He said the table at the end gives a year-to-year comparison. He said there was a good bounce back in Business plan of Operations with 50 this year compared to 18 in 2020 and 119 new homes.

Mr. Grosch asked about future planning and what efforts were taken regarding sustainability. Mr. Fuchs stated nothing has been implemented. He said there is a sustainability plan and a citizen group. He noted the goal is to continue working with the group and get deeper into the projects and topics that have been discussed.

Mr. Wamser asked how staff was able to keep up with the permits. Mr. Fuchs said they have been doing a great job and time frames have been ahead of schedule. He thanked his staff for the great work.

5. Discussion and Possible Action Regarding the 2021 MS4 Annual Report

Ms. Wagner stated this annual report is a requirement per the DNR for the NR216 storm water management permit. She said the report summarizes everything the City does as part of the permit and what the storm water utility fee is spent on. She said with the light snow season the salt usage went down this year. Ms. Wagner said the audit went well and there were some really good reviews. She said there are a few things they need to do and will be incorporating them into the storm water management update.

Ms. Brown was shocked with the elicited events and asked if those are only caught if residents complain. Ms. Wagner stated most are through complaints received, not through inspections. Ms. Brown suggested adding a number and place to call to report discharge events to the water and sewer newsletter next time. Ms. Wagner stated that was good feedback and will incorporate it into the next newsletter. Ms. Wagner also noted newsletters will be sent in Spring and Fall.

No action was taken on this item.

6. Discussion and Possible Action Regarding the Release of the Grading Only Letter of Credit for The Waters Development

Ms. Wagner stated they had a grading only permit and letter of credit. She said the letter was written that once the full developer's agreement is executed then the grading only was null and void. She said The Waters is asking for the release of the guarantee. She said when the letter was done, the City did not incorporate the value of the grading work and the grading work is not completely done. She spoke with Attorney Riffle and felt there is enough letter of credit value. Ms. Wagner stated they will watch future releases and recommended the release of the \$126,000. guarantee.

A motion was made and seconded (B. Dziwulski, J. Wamser) to approve the release of the grading only guarantee in the amount of \$126,000. Motion Passed: 5-For, 0-Against.

7. Discussion and Possible Action Regarding the Easement for We Energies Gas and Electric Easement on the New Public Works Site

Ms. Wagner stated services are needed to the building and WE Energies was requesting an easement for the location of gas and electric. She noted Attorney Riffle approved the language and Ms. Wagner is recommending approval of the permanent easement. Mr. Klein asked if the City could put water and sewer in the same easement. Ms. Wagner noted water and sewer would be off set.

A motion was made and seconded (J. Wamser, I. Clark) to approve the WE Energies easement. Motion Passed: 5-For, 0-Against.

8. Discussion and Possible Action Regarding **Resolution 22-04-13** Rescinding the Personal Property Taxes for Waukesha Bearings (PWC W447) in the Amount of \$23,779.74 Due to a Double Assessment

Ms. Tarczewski stated the property owner moved to a different location within the City of Pewaukee but still received a personal property tax bill related to the old location as well as the new.

A motion was made and seconded (I. Clark, B. Dziwulski) to approve Resolution 22-04-13 rescinding the personal property taxes for Waukesha Bearing (PWC W447) in the amount of \$23,779.74. Motion Passed: 5-For, 0-Against.

9. Public Comment - None.

10. Closed Session – You are hereby notified that the Common Council and staff of the City of Pewaukee will convene into closed session after all regular scheduled business has been concluded and upon motion duly made and seconded and acted upon by roll-call vote as required under §19.85(1)(a), Stats. The purpose of the closed session is for the following:

- §19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session specifically regarding the Duplainville Road Easement acquisitions.

You are further notified that at the conclusion of the Closed Session, the Common Council may convene into open session pursuant to 19.85(2), Stats., for possible additional discussion and action concerning any matters discussed in closed session and for adjournment.

A motion was made and seconded (B. Dziwulski, R. Grosch) to go into closed session at 6:45 p.m. Motion Passed: 5-For, 0-Against by roll call vote.

11. Adjournment

A motion was made and seconded (B. Dziwulski, R. Grosch) to adjourn the meeting at 7:09 p.m. while in closed session. Motion Passed: 5-For, 0-Against.

Respectfully Submitted,

Kelly Tarczewski
Clerk/Treasurer

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.3.**

DATE: April 18, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Accounts Payable Listing Dated April 18, 2022

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

A/P 4/18/2022

Check Date	Check	Vendor Name	Description	Amount
Bank 100 GENERAL FUND CHECKING				
04/04/2022	134529	WAUKESHA CO DEPT OF PUBLIC WORKS	PROJECTS - FOXWOOD/KATHRINE CT	365.00
04/04/2022	134530	WELLSPRING CONSTRUCTION GROUP	DPW BUILDING	0.00
04/07/2022	134531	EDWARD A. WISTL AND PENNY A. WISTL	DUPLAINVILLE BRIDGE	1,900.00
04/07/2022	134532	KURT D. AND KATE L. NETTESHEIM	DUPLAINVILLE BRIDGE	250.00
04/07/2022	134533	KURT D. AND KATE L. NETTESHEIM	DUPLAINVILLE BRIDGE	700.00
04/07/2022	134534	THOMAS E. MUELLER AND	DUPLAINVILLE BRIDGE	800.00
04/08/2022	134535	ABSOLUTE CONSTRUCTION	DPW BUILDING	504,919.11
04/08/2022	134536	ADP SCREENING & SELECTION SERVICES	HR EXAMS	28.00
04/08/2022	134537	AIRGAS USA	FD OXYGEN	150.11
			FD OXYGEN	206.36
			HWY OXYGEN	69.02
			HWY WLDG HLMT	337.20
				762.69
04/08/2022	134538	ANDREW HEPPE	HWY BOOT REIMBURSEMENT	131.88
04/08/2022	134539	ARROW TERMINAL, LLC	HWY METRIC FULY THREADED	2.53
04/08/2022	134540	AT&T CAROL STREAM IL	CH TELEPHONE	104.92
04/08/2022	134541	AT&T MOBILITY	FD AIR CARDS	20.14
04/08/2022	134542	AUCA CHICAGO MC LOCKBOX	HWY UNIFORMS	88.40
			HWY UNIFORMS	88.40
				176.80
04/08/2022	134543	BAKER TILLY VIRCHOW KRAUSE LLP	AUDIT SERVICES	39,000.00
04/08/2022	134544	BOUCHER CHEVROLET	FD REPAIRS	1,040.75
04/08/2022	134545	BRIAN ANDERSON	HWY 2022 TOOLS	58.04
04/08/2022	134546	BUMPER TO BUMPER HARTLAND	P&R MOWER MOTOR OIL	58.68
			HWY ENGINE DEGREASER	55.16
			HWY BATTERY	138.99
				252.83
04/08/2022	134547	BURKE TRUCK & EQUIPMENT	HWY #15 PLOW TRUCK,	40,957.28
			HWY CORD	40.36
				40,997.64
04/08/2022	134548	CHARLIE DWYER	BLD MILEAGE REIMBURSEMENT	170.24
04/08/2022	134549	CINTAS	HWY SAFETY RESTOCK	66.79
04/08/2022	134550	CIVICPLUS	IT ANNUAL RENEWAL	6,802.40
04/08/2022	134551	COMPASS MINERAL	HWY SAND AND SALT	14,542.42
			HWY SAND AND SALT	3,389.43
			HWY SAND AND SALT	1,712.05
			HWY SAND AND SALT	1,594.16
				21,238.06
04/08/2022	134552	COREY OIL	HWY CLEAR DIESEL	1,438.84
			HWY CLEAR DIESEL	1,646.26
			HWY UNLEADED GASOLINE	1,700.08
			HWY UNLEADED GASOLINE	1,124.14
				5,909.32
04/08/2022	134553	DEAN EPPLER	BLD MILEAGE REIMBURSEMENT	52.65

Check Date	Check	Vendor Name	Description	Amount
04/08/2022	134554	DLT SOLUTIONS	IT AUTODESK RENEWAL	5,330.62
04/08/2022	134555	ELLIOTT ACE HARDWARE	FD FASTENERS, TAPE, VELCRO	42.68
04/08/2022	134556	ENTRANCE SYSTEMS LLC	CH GATE REPAIR	364.00
04/08/2022	134557	HUMPHREY SERVICE PARTS, INC	P&R FILTERS	70.69
			HWY BATTERY CHARGE	120.00
			HWY 8G-6MPX	77.28
			HWY GLOVES	37.50
			HWY FILTERS	293.22
				598.69
04/08/2022	134558	J&L TIRE AND SERVICE CENTER	FD REPAIRS	724.02
			FD REPAIRS	44.95
				768.97
04/08/2022	134559	JENNIFER SCHOLTKA	P&R CORE & MAIN SESSION 2	180.00
04/08/2022	134560	JOE CHECK	16365 UMS REFUND	423.00
04/08/2022	134561	JOE WILDE CO	CH DOOR SWITCH	15.00
			CH OVERHEAD DOOR CHAIN	141.50
				156.50
04/08/2022	134562	JONATHAN KREIDER	18335 UMS REFUND OVERPMT	2,286.00
04/08/2022	134563	LIFE-ASSIST INC	FD SAFETY RESTOCK	703.12
			FD SAFETY RESTOCK	262.00
				965.12
04/08/2022	134564	MACQUEEN EQUIPMENT	HWY SB SEG CAP DUST	502.50
04/08/2022	134565	MATTHEW SEIDER	P&R PROGRAM OVERPMT	10.00
04/08/2022	134566	MENARDS	CH STAIR TREAD	11.98
			HWY TOOL BAG, OIL FILTER	18.46
			HWY BATTERIES	18.99
			HWY SHARPIE, TAPE	7.27
			HWY PLATES, STUDS	91.85
				148.55
04/08/2022	134567	NATIONWIDE RETIREMENT SOLUTIONS	RETIREMENT PD 4-8-22	2,109.09
04/08/2022	134568	OFFICE COPYING EQUIPMENT, LTD	P&R SHARP MX3071 CONTRACT	108.15
04/08/2022	134569	OSHKOSH FIRE & POLICE EQUIPMENT	FD RELIEF VALVE	305.00
04/08/2022	134570	POWER HAWK TECHNOLOGIES	FD DECALS	136.50
			FD DECALS	136.50
				273.00
04/08/2022	134571	PREMIUM WATERS, INC	HWY WATER	45.00
			HWY WATER	69.75
				114.75
04/08/2022	134572	PROHEALTH PHARMACY WAUKESHA	FD MARCH PHARMACY TRANSFERS	1,232.89
04/08/2022	134573	PROVEN POWER, INC.	HWY AIR FILTER	81.45
04/08/2022	134574	QFICHE LLC	IT DOCUMENT WORKFLOW ACTIVITY	495.00
04/08/2022	134575	RELIANT FIRE APPARATUS	FD REPAIRS	6,674.89
04/08/2022	134576	RHETT TUFF	ASR MILEAGE REIMBURSEMENT	33.35
04/08/2022	134577	ROBERT KEWAN	IT MILEAGE REIMBURSEMENT	82.78

Check Date	Check	Vendor Name	Description	Amount
04/08/2022	134578	RODNEY HOMERDING	FD FLEET MAINTENANCE CONSULT	1,550.00
04/08/2022	134579	SHAWNS DEER PICK UP	HWY FEB 2022 DEER PICK UP	425.05
04/08/2022	134580	SHP VI WSLG PEWAUKEE JV LLC	GRADING ESCROW DEPOSIT REFUND	126,000.00
04/08/2022	134581	SIGNARAMA	P&R SIGNS	389.50
04/08/2022	134582	THE REACT CENTER	FD TRAINING	1,000.00
04/08/2022	134583	TODD TENNYSON	HWY BOOT REIMBURSEMENT	200.00
04/08/2022	134584	TOTAL TOOL	HWY UTILITY BENCH	225.00
04/08/2022	134585	UNIFIRST CORP	FD MATS	80.50
04/08/2022	134586	VILLAGE OF PEWAUKEE	BLD MAR 2022 BUILDING PERMITS	3,078.17
04/08/2022	134587	WASTE MANAGEMENT	HWY RECYCLABLES	924.54
04/08/2022	134588	WAUKESHA CO TECHNICAL COLLEGE	FD TRAINING	1,080.00
04/08/2022	134589	WAUKESHA CO TREASURER	PLC MUNICIPAL PATROL	253,459.29
04/08/2022	134590	WELLSPRING CONSTRUCTION GROUP	DPW BUILDING	19,511.00
04/08/2022	134591	CARDINAL FABRICATING CORPORATION	DPW BUILDING	850,000.00
04/12/2022	134593	ALL IN ONE STORAGE, LLC	DUPLAINVILLE BRIDGE	1,300.00
04/12/2022	134594	DEAN G. KATZ	DUPLAINVILLE BRIDGE	3,800.00
04/12/2022	134595	DEBORAH J. DOLLAK	DUPLAINVILLE BRIDGE	250.00
04/12/2022	134596	DEBORAH J. DOLLAK	DUPLAINVILLE BRIDGE	3,000.00
04/14/2022	134597	AECOM TECHNICAL SERVICES, INC	ENG PEWAUKEE SITE MGMT PLAN REVIEW	5,332.26
04/14/2022	134598	ALL CITY COMMUNICATIONS INC.	SW ANSWERING SERVICE	75.60
04/14/2022	134599	AMERICAN PUBLIC WORKS ASSOC.	ENG DUES 2022-2023	1,000.00
04/14/2022	134600	ANDERSON PROCESSS	SW PUMPING EQUIPMENT	315.06
04/14/2022	134601	BADGER METER	SW METER HOSE	360.00
04/14/2022	134602	BATZNER PEST CONTROL	P&R PEST CONTROL	75.00
04/14/2022	134603	BILL'S POWER CENTER	P&R KUBOTA REPAIRS	1,549.62
04/14/2022	134604	BROOKFIELD, TOWN OF	SW SEWER SERVICE	1,234.07
04/14/2022	134605	BUELOW VETTER BUIKEMA OLSON & VLIET	HR LEGAL	900.00
04/14/2022	134606	BUMPER TO BUMPER HARTLAND	P&R OIL	58.68
04/14/2022	134607	CINTAS	SW SAFETY RESTOCK	142.86
04/14/2022	134608	DAN FEITER	SW TRAVEL EXPENSE REIMBURSEMENT	218.71
04/14/2022	134609	DWD-UI	UNEMPLOYMENT FOR MARCH	18.97
04/14/2022	134610	ELLIOTT ACE HARDWARE	P&R NUTS & BOLTS	53.55
			SW SODIUM BULB, TEFLON TAPE	19.97
			SW RUSTOP SAFETY BLUE	6.99
			SW TOUCH N FLOW NOZZLE	15.99
			SW KNEE PAD	13.99
			SW WHEEL CLEANER, AIR FRESHNER	11.58
				122.07
04/14/2022	134611	EMPOWERED FITNESS LLC	HR NUTRITION CHALLENGE	1,100.00
04/14/2022	134612	EQUAL RIGHT DIVISION	P&R WORK PERMITS	30.00
04/14/2022	134613	FROEDTERT HEALTH /	HR HEALTH COACHING	1,690.00
04/14/2022	134614	GRAINGER	SW PRESSURE GAUGE	31.43
			SW ZERO LOSS CONDENSATE DRAIN	631.14
				662.57
04/14/2022	134615	HAWKINS, INC.	SW CHEMICALS	3,856.26
04/14/2022	134616	HUMPHREY SERVICE PARTS, INC	P&R FILTERS	33.03
			SW FILTER	4.79
				37.82
04/14/2022	134617	J.H. HASSINGER, INC.	SW WELL 5 ROOF REPAIR AND PUMP REPLACEME	9,963.05
04/14/2022	134618	JAEHEE SIMON	P&R PROGRAM REFUND	21.00
04/14/2022	134619	JANE MUELLER	SW TRAVEL EXPENSE REIMBURSEMENT	228.16
04/14/2022	134620	JENNIFER SCHOLTKA	P&R SUB POSITIVELY FIT	180.00

Check Date	Check	Vendor Name	Description	Amount
04/14/2022	134621	JOHN'S DISPOSAL SERVICE	ENG GARBAGE COLLECTION	53,604.45
			ENG MARCH LANDFILL CHARGES	15,214.78
				68,819.23
04/14/2022	134622	LAKE PEWAUKEE SANITARY DISTRICT	SW 1ST QTR SEWER SERVICE	132,937.50
04/14/2022	134623	MALECKI GRAPHIC ARTS SERVICES	P&R SUMMER 2022 ACTIVITY GUIDE	1,080.00
04/14/2022	134624	MARIANNE HILTUNEN	ENG MILEAGE REIMBURSEMENT	170.24
04/14/2022	134625	MENARDS	CH SALT	278.81
			CH DECOR PLATE, GFCI TESTER	50.96
			SW SAW BLADE, TAPE, PIPE WRENCH, BLUE BO	128.32
			SW KEY SET AND SPOTLIGHT	58.46
				516.55
04/14/2022	134626	MIDWEST METER INC.	SW METERS	23,766.00
04/14/2022	134627	NORTHERN LAKE SERVICE, INC	SW WATER TESTING	244.65
			SW WATER TESTING	92.00
			SW WATER TESTING	69.00
			SW WATER TESTING	1,545.60
			SW WATER TESTING	92.00
			SW WATER TESTING WOODLEAF	46.00
				2,089.25
04/14/2022	134628	OFFICE COPYING EQUIPMENT, LTD	ENG SHARP MX4070N CONTRACT	376.63
04/14/2022	134629	OFFICE DEPOT	SW PENCILS	10.01
			SW OFFICE SUPPLIES	33.34
				43.35
04/14/2022	134630	PARKITECTURE & PLANNING	P&R PLAYSCAPE CONCEPTS	3,684.00
04/14/2022	134631	PARTNER2LEARN, LLC	HR TRAINING	1,750.00
04/14/2022	134632	PREMIUM WATERS, INC	P&R WATER	78.49
04/14/2022	134633	PROHEALTH CARE MEDICAL ASSOCIATES	HR EXAMS	180.00
			HR EXAMS	65.00
			HR EXAMS	321.00
			HR EXAMS	100.00
			HR EXAMS	50.00
				716.00
04/14/2022	134634	R&R INSURANCE SERVICES	WORKERS COMP INSTALLMENT	20,224.00
04/14/2022	134635	RUEKERT & MIELKE, INC.	ENG WOODLEAF DEVELOPMENT	1,799.50
			ENG WOODLEAF CONSTRUCTION	1,136.50
			ENG SHADY LANE DESIGN & BIDDING	13,564.00
			ENG OAK & PENINSULA CONSTRUCTION	1,029.50
			ENG LAKEWOOD BAPTIST CHURCH CONSTRUCTION	694.00
			ENG PAUL RD CONSTRUCTION	1,932.00
			ENG STEEPLECHASE CONSTRUCTION REVIEW	570.00
			ENG NORTHVIEW RD SIDEWALK DESIGN	131.00
			ENG INLET REPAIR	99.00
			ENG SWAN VIEW CONSTRUCTION REVIEW	694.00
			ENG SWAN VIEW CONSTRUCTION REVIEW	1,742.50
			ENG GLEN AT PARKWAY RIDGE	694.00
			ENG JOSEPH RD CONSTRUCTION ADMIN	430.00
			ENG ZIGNEGO REPAIR CONSTRUCTION OBSERVAT	145.00
			ENG PEWAUKEE SOUTH CONSTRUCTION REVIEW	173.50
			ENG WATERS CONSTRUCTION REVIEW	2,466.75

Check Date	Check	Vendor Name	Description	Amount
			ENG GREENLAND CONSTRUCTION OBSERVATION	173.50
			ENG ROUNDY CIR CONSTRUCTION OBSERVATION	145.00
			ENG CENTURY FENCE CONSTRUCTION	173.50
			ENG MEADOWBROOK FARMS DESIGN & CONSTRUCT	4,388.65
			ENG HILL-N-DALE DRAINAGE DESIGN	5,541.57
			SW NORTH AVE PUMP STATION CONSTRUCTION R	2,628.75
			SW WELL STATION 5 CONSTRUCTION ADMIN	183.00
			SW BLUEMOUND RD WATER MAIN SURVEY	11,928.79
			SW BLUEMOUND RD WATER MAIN FEES	7,140.00
			SW SCADA WORK	223.75
				<u>59,827.76</u>
04/14/2022	134636	RUNDLE-SPENCE	CH ELKAY REPLACEMENT FILTER	217.87
04/14/2022	134637	STRAND ASSOCIATES, INC	ENG LINDSAY RD TRAIL DESIGN	15,007.03
			ENG DUPLAINVILLE RD RECONSTRUCTION DESIG	30,204.42
				<u>45,211.45</u>
04/14/2022	134638	USA BLUEBOOK	SW AIR RELEASE VALVE	260.65
04/14/2022	134639	VILLAGE OF PEWAUKEE	MAR LIFEQUEST COLLECTIONS	34,445.57
			MARCH 2022 MONTHLY INCOME SPLIT	20,908.27
			P&R UTILITIES	195.00
			P&R UTILITIES	82.79
				<u>55,631.63</u>
04/14/2022	134640	VISU-SEWER	SW VACTOR	3,956.25
04/14/2022	134641	WATER REMEDIATION TECHNOLOGY	SW BASE TREATMENT CHG	3,812.88
04/14/2022	134642	WAUKESHA CO TECHNICAL COLLEGE	SW TRAINING	500.00
04/14/2022	134643	WI DEPT TRANSPORTATION	ENG DUPLAINVILLE RD DESIGN	16,260.85
04/14/2022	134644	WI RURAL WATER ASSOCIATION	SW MEMBERSHIP RENEWAL	45.00
04/14/2022	134645	WISCONSIN DEPARTMENT OF	HR EXAMS	248.00
04/14/2022	134646	XEROX CORPORATION	SW METER USAGE	1,076.81
				<u>1,076.81</u>

100 TOTALS:

(1 Check Voided)

Total of 116 Disbursements:

2,387,781.97

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 4.**

DATE: April 18, 2022

DEPARTMENT: PW - Engineering

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding the Removal of the Heavy Weight Restriction on Lindsay Road from Redford Boulevard (CTH F) to Duplainville Road [Wagner].

BACKGROUND:

Lindsay Road is currently Heavy Weight Restricted year round to 6 Tons. With the upcoming Duplainville Road Reconstruction, the intersection improvements at Redford Boulevard (CTH F) and Lindsay Road, and development plans for the remaining land in this corridor, Staff is recommending removing the 6 Ton Heavy Weight Restriction between Redford Boulevard (CTH F) and Duplainville Road. Lindsay Road west of Redford Boulevard would remain heavy weight restricted as this area is largely residential and plans to remain this zoning.

The Public Works Committee is recommending this change.

This will require an ordinance change. If Council is agreeable, Staff will draft the ordinance change and bring it formally back for action.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council directs Staff to draft the ordinance change to remove the 6 Ton Heavy Weight Restriction on Lindsay Road from Redford Boulevard (CTH F) to Duplainville Road.

ATTACHMENTS:

Description

Heavy Weight Restrictions

(d) Penalty and enforcement of this section shall be pursuant to §348.21(3), Wis. Stats.

(3) REGULATION OF HEAVY TRAFFIC. (Rep. & Recr. 17-05)

- (a) All vehicles not operating completely on pneumatic tires and all vehicles or combination of vehicles, other than motor buses, designed or used for transporting property of any nature and having a gross weight of more than 12,000 pounds are prohibited from traveling on any highway in the City of Pewaukee, except as authorized by Section 349.17(1), Wis. Stats. The exemptions allowed by Wisconsin Statutes Section 349.17(1) only apply to the extent necessary for such non-traffic route travel, which is defined as the shortest roadway distance between the heavy traffic route and the applicable place of business or residence which has an entrance within the restricted weight zone.
- (b) Main Heavy Traffic Routes. Heavy traffic may travel on these routes in any direction or combination of described highways: all US, State and County Highways within the City. Heavy Traffic is prohibited on the following streets:
 - 1) Oakridge Drive in its entirety.
 - 2) Badinger Road in its entirety.
 - 3) Busse Road from Bluemound Road (CTH JJ to end at south side of I-94)
 - 4) Green Road in its entirety.
 - 5) Lindsay Road in its entirety.
 - 6) Sussex Street in its entirety.
 - 7) Swan Road from STH 164 to the North City Boundary
 - 8) Tacoma Hills Subdivision (Virginia Drive, Mt. Vernon Drive, Lexington Drive, and Tacoma Drive).
 - 9) North Avenue from Watertown Road to the south end.
 - 10) Lakeview Drive in its entirety.
 - 11) Oak Street in its entirety.
 - 12) Milkweed Lane in its entirety.
 - 13) Rocky Point Road in its entirety.
 - 14) Ishnala Trail in its entirety.
 - 15) Spring Hill Drive in its entirety.
 - 16) Weyer Road in its entirety.
- (c) Policy in Prosecuting Weight Violations. It is declared to be the public policy of the City that prosecutions for heavy traffic route violations shall be instituted against the person or entity on whose behalf the vehicle is traveling in the City, as follows. In instances where a combination of tractor and trailer or semitrailer is used, the person standing in the relationship of the principal or employer to the driver of the tractor portion of the vehicle combination is liable along with the owner. It is a violation of this ordinance for the owner or any other person employing or otherwise directing the operator of the vehicle to require or permit the operation of such vehicle upon a highway contrary to this Section. This section shall not apply to individuals, partnerships, limited liability companies or corporations whose principal business is leasing, for compensation, vehicles including trailers and semitrailers, but such prosecution shall be instituted against the Lessee of the vehicle.

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 5.**

DATE: April 18, 2022

DEPARTMENT: PW - Stormwater

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Award the Foxwood/Kathryn Court Drainage Improvement Project to the Lowest Qualified Bidder, Buteyn Peterson Construction Company, Inc., in the Amount of \$287,335.31. [Wagner]

BACKGROUND:

The Foxwood/Kathryn Court project was bid to address a long standing drainage issue on the west side of Kathryn Court and North of Foxwood Court. See the attached project overview.

The Common Council previously discussed this project and selected this alternate which was bid recently. We received 3 bids (see attached bid summary). Buteyn Peterson Construction Company Inc. is the low bidder for this project. We have determined this company is a qualified contractor.

FINANCIAL IMPACT:

The 2022 budget included \$500,000 for this project. The lowest qualified bid is \$287,335.31 and with engineering, administration, and contingency, the total estimated cost of the project is \$373,535.91. There is adequate budget to complete the project.

RECOMMENDED MOTION:

Council award the Foxwood/Kathryn Ct Drainage Improvement Projects to the lowest qualified bidder, Buteyn Peterson Construction Company, Inc., in the amount of \$287,335.31.

ATTACHMENTS:

Description
Bid Summary
Project Overview

BID TABULATION
Kathryn Ct Drainage Improvements - 60339891
City of Pewaukee, Wisconsin
Bid Opening: April 7, 2022, at 11:00 AM, Local Time, Pewaukee City Hall

Item #	Item	Bid Quantity	Units	Engineer's Opinion of Prob. Cost		Western Contractors Inc.		Workman Enterprises LLC		Buteyn Peterson Const. Co., Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Insurance, Bonds	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 29,000.00	\$ 29,000.00	\$ 72,402.00	\$ 72,402.00	\$ 16,000.00	\$ 16,000.00
2	Stone Tracking Access Drive	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 6,000.00	\$ 6,000.00
3	Erosion Log, 12-Inch	144	LF	\$ 13.00	\$ 1,900.00	\$ 10.00	\$ 1,440.00	\$ 7.00	\$ 1,008.00	\$ 7.00	\$ 1,008.00
4	Silt Fence	50	LF	\$ 4.00	\$ 200.00	\$ 5.00	\$ 250.00	\$ 10.00	\$ 500.00	\$ 2.25	\$ 112.50
5	Clearing & Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 27,000.00	\$ 27,000.00	\$ 18,747.00	\$ 18,747.00	\$ 19,000.00	\$ 19,000.00
6	Excavation/Grading Storm Sewer	1	LS	\$ 9,700.00	\$ 9,700.00	\$ 45,000.00	\$ 45,000.00	\$ 9,300.00	\$ 9,300.00	\$ 3,500.00	\$ 3,500.00
7	Engineered Soil	82	CY	\$ 111.00	\$ 9,200.00	\$ 50.00	\$ 4,100.00	\$ 40.00	\$ 3,280.00	\$ 60.00	\$ 4,920.00
8	Remove and Replace Existing RCP Endwall	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,202.00	\$ 3,202.00	\$ 3,200.00	\$ 3,200.00
9	24-inch Dia Bell End Standpipe Overflow Structure w/ Neenah R-4353 Beehive Grate	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,980.00	\$ 7,980.00	\$ 2,740.00	\$ 2,740.00
10	4-foot Dia Precast Manhole w/R-1661 Casting w/ Vented Lid	6	EA	\$ 5,700.00	\$ 34,200.00	\$ 5,000.00	\$ 30,000.00	\$ 2,199.00	\$ 13,194.00	\$ 4,000.00	\$ 24,000.00
11	4-foot Dia Precast Manhole w/R-2560 Beehive Grate	1	EA	\$ 5,700.00	\$ 5,700.00	\$ 6,000.00	\$ 6,000.00	\$ 3,247.00	\$ 3,247.00	\$ 3,000.00	\$ 3,000.00
12	Connect into Existing Storm Catch Basin, Complete	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,867.00	\$ 5,867.00	\$ 900.00	\$ 900.00
13	12-inch Perforated HDPE Storm Sewer w/ Filter Sock	553	LF	\$ 40.00	\$ 22,200.00	\$ 180.00	\$ 99,540.00	\$ 85.00	\$ 47,005.00	\$ 50.00	\$ 27,650.00
14	12-inch HDPE Storm Sewer	1,404	LF	\$ 33.00	\$ 46,400.00	\$ 150.00	\$ 210,600.00	\$ 150.00	\$ 210,600.00	\$ 55.00	\$ 77,220.00
15	Remove Existing 15-inch CMP Pipe and Install 15-inch CMP Pipe	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,913.00	\$ 5,913.00	\$ 4,500.00	\$ 4,500.00
16	6" Topsoil Restoration, w/ Class I, Urban, Type B Erosion Mat	2,014	SY	\$ 4.00	\$ 8,100.00	\$ 10.00	\$ 20,140.00	\$ 9.00	\$ 18,126.00	\$ 11.00	\$ 22,154.00
17	6" Topsoil Restoration, w/ Class III, Type C Turf Restoration Mat	171	SY	\$ 25.00	\$ 4,300.00	\$ 20.00	\$ 3,420.00	\$ 10.00	\$ 1,710.00	\$ 21.00	\$ 3,591.00
18	Turf Seed Mix	1,460	SY	\$ 2.00	\$ 3,000.00	\$ 2.00	\$ 2,920.00	\$ 2.00	\$ 2,920.00	\$ 1.05	\$ 1,533.00
19	Bioretention Seed Mix	357	SY	\$ 6.00	\$ 2,150.00	\$ 5.00	\$ 1,785.00	\$ 4.00	\$ 1,428.00	\$ 2.89	\$ 1,031.73
20	Low Mow Fescue Swale Seed Mix	368	SY	\$ 3.00	\$ 1,110.00	\$ 5.00	\$ 1,840.00	\$ 3.00	\$ 1,104.00	\$ 2.81	\$ 1,034.08
21	Dewatering	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 39,000.00	\$ 39,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00
22	Record Drawings	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 12,000.00	\$ 12,000.00	\$ 9,500.00	\$ 9,500.00	\$ 200.00	\$ 200.00
23	Traffic Control/Safety Practices	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
24	3/8" Crushed Stone Chip	472	CY	\$ 51.00	\$ 24,100.00	\$ 50.00	\$ 23,600.00	\$ 60.50	\$ 28,556.00	\$ 38.00	\$ 17,936.00
25	Stone Weeper	1	EA	\$ 2,700.00	\$ 2,700.00	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 700.00	\$ 700.00
26	Medium Riprap with Type HR Geotextile Fabric	10	SY	\$ 177.00	\$ 1,800.00	\$ 70.00	\$ 700.00	\$ 82.00	\$ 820.00	\$ 100.00	\$ 1,000.00
27	Water Main Reconstruction	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,392.00	\$ 30,392.00	\$ 13,000.00	\$ 13,000.00
28	Sawing Asphalt	184	LF	\$ 5.00	\$ 920.00	\$ 4.00	\$ 736.00	\$ 3.00	\$ 552.00	\$ 3.00	\$ 552.00
29	Removing Asphaltic Surface	141	SY	\$ 10.00	\$ 1,500.00	\$ 10.00	\$ 1,410.00	\$ 10.00	\$ 1,410.00	\$ 8.00	\$ 1,128.00
30	HMA Pavement 4MT 58-28S	141	SY	\$ 100.00	\$ 14,100.00	\$ 75.00	\$ 10,575.00	\$ 70.00	\$ 9,870.00	\$ 80.00	\$ 11,280.00
31	Base Aggregate Dense 3/4-inch	102	TON	\$ 117.00	\$ 11,900.00	\$ 35.00	\$ 3,570.00	\$ 30.00	\$ 3,060.00	\$ 35.00	\$ 3,570.00
32	Slurry Backfill	67	CY	\$ 96.00	\$ 6,500.00	\$ 210.00	\$ 14,070.00	\$ 140.00	\$ 9,380.00	\$ 125.00	\$ 8,375.00
TOTAL				\$ 289,000.00		\$ 672,696.00		\$ 557,073.00		\$ 287,335.31	



**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 6.**

DATE: April 18, 2022

DEPARTMENT: PW - Engineering

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action for Railroad Quiet Zone Study for the Crossings Located at Weyer Road, Green Road, and Watertown Road [Wagner].

BACKGROUND:

Please find the attached memorandum regarding the Railroad Quiet Zone.

FINANCIAL IMPACT:

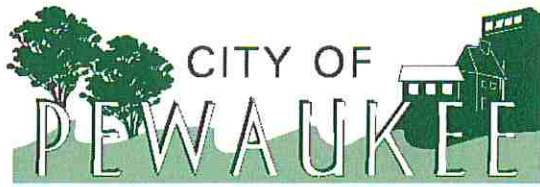
The 2022 Budget does not have funds designated for any additional quiet zone studies. To complete the study for Weyer Road is \$15,000 and the study for Green Road is \$33,010. To complete both studies, the City would need to fund \$48,010. This could be funded by the contingency fund or borrowed in the 2022 borrowing.

RECOMMENDED MOTION:

Council to determine if they wish to continue with the Quiet Zone studies and appropriate funding.

ATTACHMENTS:

Description
Railroad Quiet Zone Study



Department of Public Works

W240N3065 Pewaukee Road

Pewaukee, WI 53072

Phone: (262) 691-0804 • Fax: (262) 691-5729

Email: publicworks@pewaukee.wi.us

Memorandum

To: Maggie Wagner

From: Michaelis Gabbey

Subject: Railroad Quiet Zones

Date: 01/12/2022

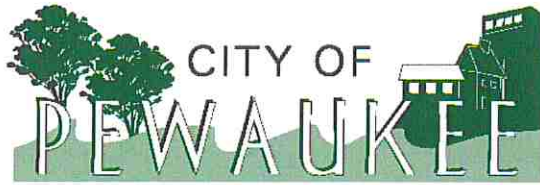
Interest has been expressed by the City of Pewaukee Common Council to establish Quiet Zones along the Canadian National (CN) railroad at the Green Road and Weyer Road intersections in the City of Pewaukee. The establishment of the quiet zones at these locations along the CN railroad would restrict locomotive horn sounding within this section of the community. All private and public grade crossings within the proposed quiet zones are required to be evaluated to establish the quiet zones. Along with Green Road and Weyer Road, two private crossings exist along this stretch of railroad; a driveway 500' North of Sunder Creek Drive and an access road on the Zignego Group property. Each of these crossings will be analyzed to evaluate what actions, if any, need to be taken to create a safe quiet zone crossing.

In 2013, engineering consulting firms provided preliminary reviews of the public railroad crossings within the area of interest. The City chose not to pursue the recommendations when the reviews were completed, however the consultants summarized their reviews in 2019. A summary of the findings of these initial reviews is provided below along with the status and next steps for each crossing.

Weyer Road Crossing

A preliminary quiet zone evaluation was prepared for the Weyer Road grade crossing by R.A. Smith National (raSmith) in 2013 and, at the request of the City of Pewaukee, a summary of the findings from this evaluation was prepared in 2019. This evaluation and subsequent summary established alternatives which would qualify the crossing for a Quiet Zone, presented the Federal Railroad Administration (FRA) recommended alternative, and established steps to establish the Quiet Zone.

The current railroad crossing at Weyer Road does not meet the criteria required to establish a quiet zone (Quiet Zone Risk Index (QZRI) > National Significant Risk Index (NSRI)). Two types of improvements could be implemented to lower the QZRI below the NSRI threshold. These types of improvements are Supplemental Safety Measures (SSMs) and Alternative Safety Measures (ASMs). SSMs are improvements "pre-approved" by the FRA which allow



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for a simpler approval process while ASMs require a more thorough review.

Existing conditions at the Weyer Road grade crossing result in a QZRI = 27,230.38 while the NRSI = 13,722.00. This intersection will require additional safety measures to be implemented to establish a quiet zone because QZRI > NRSI. The following safety measures were presented as alternatives for implementation at the Weyer Road grade crossing in the evaluation with approximate construction costs:

Safety Measure	Type	Cost
Temporary Closure	SSM	\$5,000
Four-Quadrant Gate System	SSM	\$100,000 - \$140,000
Wayside Horns	SSM	\$100,000
Three-Quadrant Gate System with Median Channelization	ASM	\$65,000 - \$85,000
Retractable Bollards	ASM	\$40,000 - \$60,000

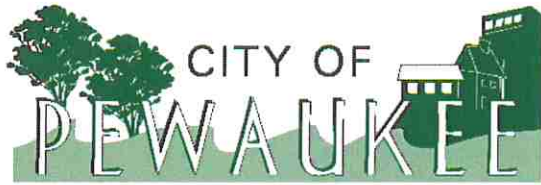
Additionally, a Two-Quadrant Gate System with Channelization and Full Closure were considered as alternatives but were initially determined to be either impractical or unfeasible.

A Weyer Road Quiet Zone Diagnostic Review meeting was held in 2014 following the results of the 2013 Quiet Zone Evaluation. At this meeting, the FRA identified that gates with medians would be the preferred alternative and would need to be submitted as an ASM because the 60' median could not be achieved west of the grade crossing. To move forward with implementation of this alternative, the following steps would need to be taken in order:

1. Host a Diagnostic Team Review meeting to re-evaluate any changes to conditions or policies since 2014.
2. Send formal Notice of Intent (NOI) of Quiet Zone Implementation to project stakeholders.
3. Apply to FRA for approval of raised median ASM on west side of crossing.
4. Apply to FRA for Quiet Zone (3-month review time)
5. Implement recommended Quiet Zone crossing improvements
6. Send Notice of Establishment (NOE) to stakeholders once improvements are complete.

The costs for implementation of this alternative are listed below:

Consultant's Fees (Application, Coordination, and Design) = \$15,000
Total Construction Fees = \$60,000
Total Cost (Weyer Road) = \$75,000



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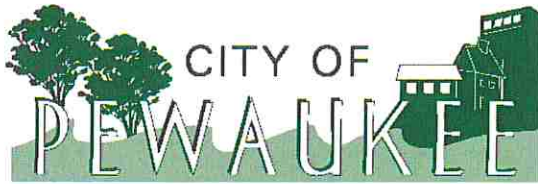
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Green Road Crossing

A summary of work for the creation of a quiet zone at the Green Road grade crossing was prepared by Ruekert & Mielke, Inc. in 2019. One major issue was identified in this summary of work. Canadian Pacific Railway (CP) owns railroad tracks approximately 600 feet south of the Green Road / Canadian National Railway intersection. CP requires that all railroad crossings within 1 mile are considered for a quiet zone designation. Two additional public and one private crossing exist within the one-mile buffer zone. These crossings are located 300' south of the Green Road / Springdale Road intersection along the CP railway (#1), 50' north of the Duplainville Road / Marjean Lane intersection along the CP railway (#2), and 450' south of the CN railway / CP railway intersection along the CP railway on the Zignego Company property (#3). In preliminary discussions with the CP railway it was also determined that an analysis of the Watertown at grade crossing (#4) would also be required for the establishment of a quiet zone due to the proximity to the other crossings. The figure below illustrates the locations of the crossing referenced above.





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Ruekert & Mielke has prepared a proposal to complete a quiet zone feasibility study, field surveys and traffic counts, final recommendations at each crossing, and Railroad Quiet Zone permit preparation and submittal. The total fee to complete the work outlined in the proposal would be \$33,010.

Recommendations

The NOI and application for the quiet zone at the Weyer Road grade crossing should be completed and submitted. raSMith provided a proposal to complete this work and the construction plans for improvements for \$15,000 on December 12, 2022. The City should request an updated cost which separates the coordination costs from the construction plans. Weyer road is currently in need of reconstruction and it would be more cost effective to address the improvements at the railroad crossing during reconstruction.

This location has a few potential roadblocks to achieving the Quiet Zone. Comments from the FRA regarding the preferred alternative were received in 2014 and design criteria may have changed since this time. Additionally, there is a single private crossing $\frac{3}{4}$ mile south of the crossing which may need to be evaluated. The preferred alternative utilizes an ASM and the review period for an ASM is longer than a typical quiet zone application review and may take 6 months or longer. Additionally, the Town of Lisbon will need to be involved in agreements due to the mutual ownership of Weyer Road. Construction could be postponed if the application is submitted and the City later determines this strategy is too expensive, but the process can't be sped up if this item becomes more urgent in the future. For this reason, it is recommended that the NOI and application be completed at this time.

The implementation of the Quiet Zone at Green Road is far more complicated due to the additional nearby railroad crossings. It is recommended that the City work with a consultant to study the feasibility of this quiet zone further and determine what measures each of the crossings would need to meet the requirements. Ruekert & Mielke has provided a proposal to complete this study for a fee of \$33,010. Once this study is complete, the City will have a construction cost associated with these improvements and will be able to perform the appropriate cost versus benefit analysis to determine if further action should be taken.

Sincerely,

Michaelis Gabbey

December 30, 2021

Ms. Magdelene J. Wagner, P.E.
Director of Public Works
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

Re: Green Road and Watertown Road Railroad Crossing – Quiet Zone

Dear Ms. Wagner:

We have reviewed your request to provide professional services estimate to perform a Quiet Zone analysis for the railroad crossing located on Green Road, approximately 500 feet east of Duplainville Road and at Watertown Road. The analysis of the Quiet Zone involves multiple factors. In order to accurately assess the railroad crossing, it must have lights and gates, which it currently has.

We will provide the following scope of services:

1. Perform a 7-day traffic count using two counters at the crossing. This service will include providing counters, set up and removal of the counters and downloading the data.
2. Create diagrams of the existing crossing conditions based on field measurements from gates and tracks to existing driveways and intersections, using the prior plans as created for Green Road and available aerial photography for both Green Road and Watertown Road.
3. Coordinate with railroads to obtain current data on train operations for updating the US DOT Grade Crossing Inventory Forms.
4. Prepare Grade Crossing Inventory Form updates and send them to the Wisconsin Department of Transportation and Office of Commission of Railroads for updating on the national system.
5. Create Quiet Zone scenarios for the FRA Quiet Zone Calculator and update grade crossing inventory information at the crossing.
6. Calculate the existing Quiet Zone Risk Index for the crossing and evaluate the recommended Supplementary Safety Measures if required to reduce the Quiet Zone Risk Index to acceptable levels.
7. Prepare a Summary Report documenting the existing conditions, recommended improvements to establish a Quiet Zone and estimated cost to perform improvements.
8. Present findings to your staff at a meeting to determine whether or not to pursue the Quiet Zone.
9. Prepare the Notice of Intent to create a Quiet Zone Notification with appropriate documentation to provide copies to the City of Pewaukee for signature. The City will then send the notification to the effective parties by Certified Mail.
10. Facilitate meetings with the railroad, City and Zignego Company for the private crossing located on the Zignego parcel. Design or analysis of safety measures on the Zignego parcel is not included. The Zignego crossing is located approximately 1,100 feet to the south of Green Road and impacts both Green Road and Watertown Road.

We propose to undertake the above work in a staged approach:

1. Initial meetings and study to determine project feasibility including initial meetings with the City, County, and affected railroads.
Estimated cost: \$4,310.00.

Ms. Magdelene J. Wagner, P.E.
City of Pewaukee
December 30, 2021
Page 2

2. Field surveys and traffic counts if it is determined to proceed with all the quiet zones.
Estimated cost: \$18,800.00.
3. Final recommendations and study report on improvements at each crossing.
Estimated cost: \$4,350.00.
4. Prepare final documents for Railroad Quiet Zone Permits with the railroad including review and approval. Any, and all permit fees are not included in our costs.
Estimated cost: \$5,550.00.

We are recommending the above phased approach so that if it is determined that a full study and report or permit is not feasible work may be halted. If it is determined that the Quiet Zone is feasible, additional services for the following items would then be quoted for implementation.

- Easement descriptions.
- Design of Quiet Zone items.
- Assist the City in applying for Municipal Grants and funding options.
- Final design and possible bidding of options.
- Preparation of the "Notice of Quiet Zone" notification to effective parties.

If you have any questions on the above, please contact this office.

Respectfully,

RUEKERT & MIELKE, INC.



Kenneth R. Ward, P.E. (WI)
Vice President/Office Manager
kward@ruekert-mielke.com

KRW:sjs

cc: Michaelis Gabbey, P.E., City of Pewaukee
Brian Leightner, City of Pewaukee
Greg R. Calhoun, P.E., Ruekert & Mielke, Inc.
DeLeah M. Willman, E.I.T., Ruekert & Mielke, Inc.



Ms. Magdelene J. Wagner, P.E.
City of Pewaukee
December 30, 2021
Page 3

CLIENT NAME:

City of Pewaukee

Signature: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

ENGINEER:

Ruekert & Mielke, Inc.

Signature: 
Kenneth R. Ward

Title: Vice President

Date: December 30, 2021

Designated Representative:

Name: Kenneth R. Ward, P.E.

Title: Vice President

Phone Number: (262) 542-5733

January 12, 2022

Mr. Michaelis Gabbey, P.E.
Chief Engineer – Streets and Development
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

Re: Proposal for Weyer Road Quiet Zone

Dear Mr. Gabbey:

Thank you for allowing raSmith to provide you with a proposal for professional services. We look forward to working with the City of Pewaukee on the Weyer Road Quiet Zone 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

In December of 2019, we provided the City with a memorandum which summarized the work done in 2013 and 2014 related to this project. Based on that document, we propose the following scope of work.

- A. Meet with City staff to confirm the proposed direction city officials desire to take regarding the establishment of a Quiet Zone at Weyer Road and the Canadian National Railroad and to review the steps as indicated below.
- B. Prepare for and attend a Diagnostic Team Review meeting. This task will include creating an updated contact list, coordinating the meeting time and day, and running the meeting. Anticipated participants would include Wisconsin Department of Transportation (WisDOT), Federal Railroad Administration (FRA) staff, staff from City of Pewaukee and Town of Lisbon.
- C. Prepare and send Notice of Intent to Canadian National RR, FRA, WisDOT and other rail users. The NOI must include a resolution from the City Council (sample form will be provided), a completed U.S. DOT Crossing Form, and other railroad information (#of trains, control devices, signage, photos, pavement markings, physical characteristics of the crossing, AADT at the crossing and school bus use). There is a 60-day comment period for the NOI.
- D. Apply to the FRA for approval of a raised median ASM on the west side of the crossing.
- E. Prepare construction plans and specifications for crossing improvements. We assume that the City would bid out the work and perform contract award, contract preparation, construction coordination and inspection. Modifications to the gate and signals would be performed by the railroad.
- F. Once the improvements have been completed, prepare the Notice of Establishment and provide to all stakeholders. This task will include updating the U.S. DOT Crossing Form and providing photos of the crossing improvements and signage.



Mr. Michaelis Gabbey, Chief Engineer
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Completion Schedule

We will establish a mutually beneficial project schedule at the initial meeting with the City.

Professional Fees

The above services will be provided for on a time-and-expense basis with an estimate of \$15,000. Services will be billed each month based on the work completed.

Usual and customary expenses such as mileage, printing, delivery, and postage are not included in the above fee and will be billed at cost as a reimbursable expense.

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

Client Responsibilities/Assumptions

- A. The terms and conditions set forth herein are valid for 60 days from the date of this proposal and are conditioned upon our completion of all services within 275 days.
- B. The hourly rates shown on the Professional Fees Rate Schedule are subject to change on an annual basis.
- C. The City shall provide any existing data relevant to the proposed project including but not limited to electronic AutoCAD base files of survey and utilities. Verification of information provided by others is not a part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of raSmith.
- D. City shall pay for all project review and permit fees, and expenses related to sending out critical documents via Certified Mail Receipt Required. Payment of fees to various agencies for plan reviews and other reasons may be necessary throughout the course of this project. Timely remittance of these fees is very important since agencies will not accept review packages without the required fees. The project could be delayed significantly if submittals are not received when needed.
- E. After work has commenced, any revisions requested by the City, FRA, WisDOT or Railroad, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.
- F. The Owner shall advertise and receive bids for the construction portion of the project.
- G. Public meeting attendance is not included and will be completed on a time and materials basis, if requested.
- H. Plans to be prepared based on base plans prepared in 2011 (no new survey data anticipated).



Mr. Michaelis Gabbey, Chief Engineer
Page 3 / January 12, 2022

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. Should you have any questions related to this proposal, please contact me at (262) 317-3307 or tim.barbeau@rasmith.com. We look forward to working with you on this project.

Sincerely,
raSmith

A handwritten signature in blue ink that reads 'Timothy G. Barbeau'.

Timothy G. Barbeau, P.E., P.L.S.
Senior Project Manager

Enclosures: Professional Services Agreement
Rate Schedule

bth:W:\MKTG\Proposals by Division\Municipal\2022\Pewaukee - City Quiet Zone\EP 220112 Gabbey_Pewaukee Weyer Road Quiet Zone.docx



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City 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:

Weyer Road Quiet Zone Establishment ("Project").

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

Application and coordination related to establishing a quiet zone; preparation of plans and specifications. ("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: Weyer Road Quiet Zone

Client: City of Pewaukee

Professional: R.A. Smith, inc.

By: _____

By: _____

Print name: _____

Print name: Timothy G. Barbeau, P.E., P.L.S.

Title: _____

Title: Senior Project Manager

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

City of Pewaukee

R.A. Smith, Inc.

W240 N3065 Pewaukee Road

16745 West Bluemound Road

Pewaukee, WI 53072

Brookfield, WI 53005

Client's Phone:

Professional's Phone: 262-317-3307

Client's Email:

Professional's Email: tim.barbeau@rasmith.com

**PROFESSIONAL FEES RATE SCHEDULE
GENERAL 2022 RATES**

<u>ENGINEERING SERVICES</u>	<u>2022 PER HOUR</u>
Principal-In-Charge.....	\$245
Division Director	\$219
Senior Project Consultant.....	\$198
Senior Project Manager.....	\$179
Project Manager	\$163
Senior Project Engineer.....	\$163
Project Engineer	\$155
Civil Engineer	\$109 - \$146
Engineering Technician	\$ 79 - \$140
Planner	\$116 - \$163
Landscape Architect.....	\$150 - \$175
Landscape Technician.....	\$123
Irrigation Designer	\$160
Ecologist	\$124 - \$150
Senior Structural Engineer	\$148 - \$182
Structural Engineer.....	\$108 - \$137
Structural CAD Technician	\$ 90 - \$108
<u>SURVEYING SERVICES</u>	
Survey Director.....	\$172
Senior Project Manager.....	\$161
Project Manager	\$147
2-Member Field Crew GPS/Robotics	\$218
Field Person GPS/Robotics	\$150
GPS Equipment.....	\$ 29
Project Surveyor	\$124
Survey Technician	\$ 90 - \$121
3D Laser Scan Project Manager	\$147
3D Laser Scan Technician	\$108
2-Member Field Crew w/Scanner.....	\$244
3-Member Field Crew w/Scanner.....	\$420
<u>CONSTRUCTION SERVICES</u>	
Construction Services Manager	\$177
Construction Technician	\$ 94 - \$153
<u>GIS & VISUALIZATION SERVICES</u>	
GIS Project Manager	\$147 - \$166
GIS Technician	\$ 90 - \$130
Visualization Services Manager	\$141
Visualization Technician	\$119 - \$132
<u>IT & ADMINISTRATIVE SERVICES</u>	
Computer Services	\$191
Grants Specialist	\$130
Project Technician	\$ 89
Litigation/Expert Witness	\$289 - \$314

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 7.**

DATE: April 18, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Determine Appropriate Steps Related to Future Agreements with the Village Pertaining to the Joint Fire/Rescue Services (Terminating 12/31/2022) and the Joint Library Agreement (Terminating 12/31/2024) [Mayor Bierce]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 8.**

DATE: April 18, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Attorney Riffle to Swear In the Following Elected Officials:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM •**

DATE: April 18, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

§19.85(1)(g): 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 related to the excessive assessment claim of Richard Carr (W268 N2433 Meadowbrook Road - PWC 0931-972)

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION: