Office of the Clerk/Treasurer
W239 N2242 Pewaukee Road
Waukesha WI 53188
Phone: 262-691-0770

COMMON COUNCIL
MEETING NOTICE AND AGENDA
Monday, July 21, 2025
6:30 PM
Pewaukee City Hall Common Council Chambers
W240N3065 Pewaukee Road, Pewaukee, WI

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1. Call to Order and Pledge of Allegiance

2. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.

3. New Business

   New Business

   3.1 **PUBLIC HEARING**, Discussion and Possible Action Regarding the Class B Beer and Liquor License for YORN Group LLC Doing Business as the Crossings Located at N20 W22951 Watertown Road and Naming Dolores Dominques as Agent [Tarczewski]

   3.2 Discussion and Possible Action Regarding a Professional Services Agreement Between the City of Pewaukee and EPLEX, LLC (DBA E-Plan Exam) for Commercial Building, HVAC, Fire, and Plumbing Permit Plan Review Services [Fuchs]

   3.3 Discussion and Possible Action Regarding **Resolution 25-07-15** Amending the Commercial Plan Review Fee Schedule [Fuchs]

   3.4 Discussion and Possible Action Regarding the Accounts Payable Listing Dated July 21, 2025 [Tarczewski]

4. Engineering

   4.1 Discussion and possible action regarding **Resolution 25-07-16** Supporting SEWRPC Amendment to the 2050 Transportation Plan and VISION 2050 Arterial Street and Highway Network, specifically related to adding lanes to Lisbon Road (CTH K) between Lyndale Raod (CTH JK) and Brookfield Road.

5. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.

6. Adjournment

Kelly Tarczewski
Clerk/Treasurer
July 17, 2025

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.

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☑ Class "B" Beer . . . . . $ 100.00
- ☐ "Class A" Liquor . . . . . $ _____
- ☑ "Class B" Liquor . . . . . $ 500.00
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☑ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$ 600.00
Background Check Fee	$ 10.00
Publication Fee	$ 48.36
Total Fees	$ 658.36

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
YORN Group LLC

2. Business Trade Name or DBA
The Crossings Restaurant

3. FEIN
39-2530770

4. Wisconsin Seller's Permit Number
456-1032131437-04

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization
WI

7. Date of Organization
06/05/2025

8. Wisconsin DFI Registration Number
Y007276

9. Premises Address
N20W22951 Watertown Rd

10. City
Waukesha

11. State
WI

12. Zip Code
53186

13. County
Waukesha

14. Governing Municipality: ☑ City ☐ Town ☐ Village
of: Waukesha

15. Aldermanic District

16. Premises Phone
(262) 513-2008

17. Premises Email
teams@thecrossingscafe.com

18. Website
thecrossingscafe.com

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

single-story, full-service restaurant service only breakfast and brunch items, premises include. a main dinning area, kitchen, front service coutner, two restrooms, a small storage room for dry goods and alcohol storage. Alcoholic beverages will be sold and served in the main dinning area and at the front counter. Alcohol storage will occur in the storage room of which is secured and not accessible to the public. All alcohol related records will be kept in a designated area locked. There are no living quaters on the premises. The restaurant builing is a commercial structure with a private entrance.

20. Mailing Address (if different from premises address)
1303 Tenny Ave

21. City
Waukesha

22. State
WI

23. Zip Code
53186

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed _____ Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed _____ Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☑ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☑ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☐ Yes ☑ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☑ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☑ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Dominguez	Dolores	Owner	(262) 283-2007
Dominguez	Rogelio	Owner	(414) 324-5914
Barrios	Oscar	Owner /Manager	(262) 501-1519
Barrios	Yadira	Owner	(262) 408-9883

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Dominguez	Dolores	N

Title	Email	Phone
Owner	team@thecrossingscafe.com	(262) 283-2007

Signature	Date
Dolores Dominguez	6/13/2025

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into by and between City of Pewaukee, a Wisconsin Municipality ("Client") and EPLEX, LLC, a Wisconsin limited liability company (DBA E-Plan Exam) ("Consultant"), as of the date on which the last Party hereto executes this Agreement (as set forth on the signature page of this Agreement) (the "Effective Date"). Client and Consultant may each be referred to herein as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS Client desires to retain Consultant to perform the services listed in **Exhibit A**, attached hereto (the "Services"), and Consultant is willing to perform the Services, in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Consultant agree as follows:

1. CERTAIN DEFINITIONS. In addition to other terms defined throughout this Agreement, the following capitalized terms used herein shall have the following meanings:

   a. "Accepted Project" means a Project for which Consultant has agreed to perform Services. Consultant shall be deemed to have agreed to perform Services for a Project if, and upon such time that, (i) Consultant has accepted such Project, (ii) Consultant is in receipt of all information and documentation required to perform the Services with respect to such Project (as determined in Consultant's sole discretion), (iii) Consultant has been paid all applicable Fees that are payable to Consultant with respect to such Project, and (iv) if such Project is a Client Reserved Project, Client has elected not to (or is deemed to have elected not to), perform plan reviews or other actions that would otherwise fall within the scope of the Services with respect to such Project in accordance with Section 3(a) (the date on which such acceptance occurs is the "Project Acceptance Date").

   b. "Base Fees" means, collectively, the Commercial Plan Base Fees, the Stormwater Base Fees, the Exterior Plumbing Base Fees and the Exterior Plumbing Base Fees (as such terms are defined on **Exhibit B**).

   c. "Client Reserved Project" means any Project described on **Exhibit C**. For the avoidance of doubt, any Project involving any building or structure that exceeds any Project Review Threshold shall not constitute a Client Reserved Project.

   d. "Consultant Exclusive Project" means any Project (i) involving any building or structure that exceeds any Project Review Threshold, and/or (ii) that is not a Client Reserved Project.

   e. "Department" means the Wisconsin Department of Safety and Professional Services.

   f. "Project" means any individual construction, addition, relocation, alteration, petition for variance review, change of occupancy and/or repair project with respect to any building,

structure, parking lot, building component and/or building system within Client's jurisdictional boundary for which a plan review request is submitted to Consultant and that meets the definition and criteria of a "Place of Employment" or "Public Building" as such terms are defined in Wis. Stat. §§ 101.01(11) and 101.01(12), respectively.

g. "Project Review Threshold" means (i) with respect to any Project involving any new construction of a building or structure, 5,000 square feet of the floor area of such building or structure (as applicable), (ii) with respect to any Project involving an addition to an existing building or structure, 5,000 square feet of the floor area of such addition and (iii) with respect to any Project involving solely alteration work of an existing building or structure, 10,000 square feet of floor area of such building or structure (as applicable).

2. SCOPE OF SERVICES.

a. Consultant shall perform the Services for the Accepted Projects (i) using one or more service providers that are licensed in the State of Wisconsin and (ii) in accordance with industry-standard levels of competency in the state and municipality in which the Services are to be performed.

b. Subject to Section 4(e), Consultant shall complete the Services with respect to any Accepted Project within fifteen (15) business days following the Project Acceptance Date. For the avoidance of doubt, if Consultant requires additional documentation or information to complete the Services with respect to an Accepted Project (as determined in Consultant's sole discretion), then such fifteen (15) business day period may be tolled by Consultant and such period shall only resume once Consultant is in receipt of such additional documentation or information.

c. Client shall exclusively use Consultant to perform the Services with respect to any Consultant Exclusive Project, and Client agrees that it shall not perform (or engage any other person or entity to perform, other than the Department) any plan reviews or take any other action that would otherwise fall within the scope of the Services for any Consultant Exclusive Project.

d. Client is not required to accept Consultant's approval or disapproval of the plans for any Project for which Consultant performs Services hereunder. Notwithstanding the foregoing, Consultant will be entitled to retain all applicable Fees paid to Consultant hereunder with respect to the Services that Consultant performed.

3. CLIENT RESERVED PROJECTS.

a. Client shall have the right to independently perform plan reviews and take any other action that would otherwise fall within the scope of the Services with respect to any Client Reserved Project. Within three (3) business days following the submission of a plan review to Consultant for a Project that constitutes a Client Reserved Project, Consultant shall notify Client of such submission. Within three (3) business days following such notice, Client shall notify Consultant in writing whether Client elects to perform the plan review and/or any other action that would otherwise fall within the scope of the Services with respect to such Client Reserved Project. If Client either (i) fails to provide such notice within such three (3) business day period, or (ii) elects not to perform such plan review and/or other action. If Client elects to perform such

plan review and/or other actions with respect to such Project, then Client shall be solely responsible and liable for all plan reviews and all other obligations, and Consultant shall have no obligations of any kind or nature, with respect to any Project that Client has elected to perform (and such Project shall not constitute an Accepted Project).

b. Notwithstanding anything to the contrary in this Agreement, Client may only perform plan reviews with respect to any Project if Client conducts such plan reviews using one or more qualified individuals that maintain the license(s) required to perform such plan reviews (without reliance on any of Consultant's or any of its personnel's licenses, or any requirement for Consultant to oversee such plan reviews) for the applicable Project and are in good standing with the applicable licensing authority.

c. Client may request that the Department perform any plan review with respect to any Project in lieu of Consultant, in which case Consultant shall have no obligations of any kind or nature with respect to such Project.

4. CLIENT OBLIGATIONS.

a. Client shall take all actions necessary to either (i) receive delegated authority from the Department to perform building inspection services, or (ii) become an appointed agent of the Department to examine plans and make inspections for building and alterations for Projects of unlimited size, in each case pursuant to the applicable provisions of Wis. Stat. § 101.12 (in either such case, an "Appointed Agent"). Client shall comply in all respects with all applicable statutes, codes and regulations pertaining to obtaining or maintaining its status as an Appointed Agent including, without limitation, adopting or amending any applicable ordinances. Consultant agrees to provide commercially reasonable assistance to Client with respect to obtaining Appointed Agent status, provided that (y) all out of pocket fees and expenses incurred by Consultant shall be promptly reimbursed by Client, and (z) Consultant shall have no obligation to commence or participate in any legal action or similar proceeding in connection therewith.

b. Client shall be solely responsible for determining the requirements for the commencement of any Project including, without limitation, any and all required documentation, approvals, permits, bonds, zoning compliance, historical review and architectural review board approvals with respect to any such Project.

c. Client shall provide (whether or not requested by Consultant), in a timely manner and (if applicable) promptly upon Consultant's request, all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation and information reasonably required to perform the Services.

d. Client shall employ or retain, at its sole cost and expense, a sufficient number of licensed and credentialed inspectors to the extent required by the Department to obtain, or maintain (as applicable), Appointed Agent status.

e. Notwithstanding anything to the contrary, any deadline for the performance of Services by Consultant shall be extended to the extent, and for the duration, that Client fails to comply with any provision of this Section 4.

5. FEES; INVOICES.

a. In consideration of Consultant performing the Services, Consultant shall be entitled to the applicable fees for the Services performed as set forth on **Exhibit B** (the "Fees"). Fees are payable in full to Consultant by the applicant of a Project (an "Applicant") prior to Consultant's commencement of Services with respect to such Project; provided, however, that if such applicant fails to pay the applicable Fees with respect to any Project for which Consultant performs Services for any reason as reasonably determined by Consultant (including, without limitation, in the event of a bounced or fraudulent check or credit charge), then Client shall be responsible for paying and shall promptly pay the Fees for such Services directly to Client. For the avoidance of doubt, Consultant shall not be required to (i) initiate any litigation or collections proceeding against any Applicant, (ii) engage any collections agency or other third party, or (iii) otherwise incur any out-of-pocket fees or expenses of any kind or nature, in each case for the purpose of collecting any amounts owed by any Applicant.

b. at least 60 days prior to the 3 Year anniversary of the Effective Date (each, a "Fee Escalation Anniversary"), Consultant and Client agree to negotiate in good faith a reasonable increase in the Base Fees. If Consultant and Client are not able to agree on a reasonable increase in the Base Fees within the ninety (90) day period following an applicable Fee Escalation Anniversary, then the Base Fees will automatically increase upon the expiration of such ninety (90) day period based on the most recent increase of the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) from the last time that Base Fees were increased or established (as applicable), as determined by Consultant in its reasonable discretion.

c. Within fifteen (15) days following the end of each month during the term of this Agreement, Consultant shall deliver to Client an invoice (which shall include applicable supporting documentation) setting forth (i) the amount of Fees owed to Consultant for Services performed during the previous month, (ii) the amount of Fees actually collected by Consultant during the previous month, (iii) Client's portion of the Base Fees (as set forth on Exhibit A) actually collected by Consultant during the previous month and (iv) any incidental charges or out-of-pocket expenses that are reimbursable by Client in accordance with the terms of this Agreement and the Exhibits hereto (collectively, "Reimbursable Costs"). Client shall have the right to dispute any item set forth on any such invoice during the fifteen (15) day period following the date such invoice was issued, in which case the Parties agree to negotiate in good faith to attempt to resolve such dispute. If Client does not dispute any item on an invoice within such fifteen (15) day period, then Client shall be deemed to have waived its right to dispute such invoice.

d. Within forty-five (45) days following the date of such invoice, Consultant shall remit to Client its portion of the Base Fees (as set forth on **Exhibit A**) actually collected by Consultant during the previous month in accordance with the written instructions of Client.

e. Within fifteen (15) days following Consultant's delivery of an invoice to Client, Client shall pay to Consultant the amount of any Reimbursable Costs set forth on such invoice.

6. DOCUMENT AND PLAN SUBMISSIONS. Client shall take all reasonable efforts necessary, including, without limitation, adopting any ordinances, to permit and enable the electronic submission of plans and other associated documents for review (collectively, "Submitted Documents") in .pdf format. If the electronic submission of Submitted Documents in .pdf format is not possible after Client has taken all such reasonable efforts, then the submission thereof in paper format shall be permissible. In such case, Client and Consultant shall create and implement a procedure for the shipping and handling of Submitted Documents to Consultant to enable Consultant to perform the Services with respect to such Submitted Documents. Any direct or indirect charges, fees or expenses associated with labor, material, or other costs arising from or in connection with the delivery of Submitted Documents to approved third party couriers to ship materials, whether to Consultant, Client or any third party, shall be the sole responsibility of Client, and shall be included in the Reimbursable Costs.

7. TERM. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years from the Effective Date. This Agreement shall automatically renew for successive one (1) year periods, unless a Party notifies the other Party in writing at least thirty (30) days prior to the date on which the term of this Agreement will renew of such Party's election not to renew this Agreement. Notwithstanding the foregoing, if the time for performance of any Services has not expired as of the date the term of this Agreement would otherwise expire, then the term of this Agreement shall automatically extend to the date on which the time for performances of such Services expires.

8. TERMINATION.

   a. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party, with or without cause at any time.

   b. Each Party may immediately terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

      i. materially breaches this Agreement, and such breach is incapable of cure or, with respect to a material breach capable of cure, the Defaulting Party does not cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) days after receipt of written notice of such breach; or

      ii. (I) becomes insolvent or admits its inability to pay its debts generally as they become due; (II) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within sixty (60) business days or is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

   c. In the event of termination, Consultant shall retain its portion of the Fees for Services completed up to and including the effective date of termination. In addition, Consultant shall

have the right to return to Client or otherwise dispose of any Submitted Documents without comments or the performance of any Services with respect thereto.

d. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 9 (Indemnification), 10 (Limitation of Liability), 14 (Ownership of Documents), 15 (Confidentiality), 19 (Dispute Resolution), 20 (Choice of Forum), 21 (Waiver of Jury Trial), 22 (Governing Law), and any other term or condition under this Agreement which by its nature should survive the termination or expiration of this Agreement, shall survive the expiration or earlier termination of this Agreement.

9.

a. INDEMNIFICATION. Client agrees to defend, indemnify and hold Consultant and its members, directors, managers, officers, employees, affiliates, agents and representatives (each, a "Consultant Indemnified Party") harmless from and against all costs, expenses, fees (including, without limitation, reasonable attorneys' fees), penalties, damages, liabilities, losses, taxes, demands, lawsuits, claims, proceedings and/or causes of action incurred by or asserted against any Consultant Indemnified Party arising from or in connection with or otherwise related to (a) any breach by Client of any representation, covenant, agreement or obligation set forth in this Agreement, (b) personal injury (including death) or damage to real or personal property resulting from any act or omission of Client or any of its employees, affiliates, agents and/or representatives, (c) any negligent or more culpable act or omission of Client or any of its employees, affiliates, agents and/or representatives (including any reckless or willful misconduct), (d) any failure by Client or any of its employees, affiliates, agents and representatives to comply with any applicable federal, state, or local laws, statutes, regulations, or codes, (e) any Project for which Consultant did not perform any Services (including, without limitation, any Client Reserved Project or any Project for which Client or the Department performed plan reviews), and/or (f) any failure of Client to adequately inspect any Project.

b. Consultant agrees to defend, indemnify and hold Consultant and its members, directors, managers, officers, employees, affiliates, agents and representatives (each, a "Client Indemnified Party") harmless from and against all costs, expenses, fees (including, without limitation, reasonable attorneys' fees), penalties, damages, liabilities, losses, taxes, demands, lawsuits, claims, proceedings and/or causes of action incurred by or asserted against any Client Indemnified Party arising from or in connection with or otherwise related to (a) any breach by Consultant of any representation, covenant, agreement or obligation set forth in this Agreement, (b) personal injury (including death) or damage to real or personal property resulting from any act or omission of Consultant or any of its employees, affiliates, agents and/or representatives, (c) any negligent or more culpable act or omission of Consultant or any of its employees, affiliates, agents and/or representatives (including any reckless or willful misconduct), (d) any failure by Consultant or any of its employees, affiliates, agents and representatives to comply with any applicable federal, state, or local laws, statutes, regulations, or codes, (e) any failure of Consultant to adequately inspect any Project.

10. LIMITATION OF LIABILITY.

a. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10(d), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10(d), IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE AND NON-INFRINGEMENT.

d. The exclusions and limitations in Section 10(a) and Section 10(b) shall not apply to Client's indemnification obligations under Section 9.

11. SUBCONTRACTORS. Consultant shall have the right to subcontract all or portions of the Services without notice to Client; provided that Consultant shall not be relieved of any of its obligations under this Agreement. Upon completion of the Services for an applicable Project, Consultant shall provide Client a list of all personnel utilized in the completion of the Services (whether or not such personnel are subcontractors), including applicable license information for such personnel and the portion of the Services performed by such personnel.

12. INSURANCE.

a. Consultant shall procure and maintain the following insurance policies with at least the minimum insurance coverages listed below:

i. Commercial general liability insurance with a combined single limit of one million dollars ($1,000,000.00) each occurrence and two million dollars ($2,000,000.00) general aggregate, which shall include coverage for all premises and operations of Consultant, bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.

ii. Professional liability insurance with a combined single limit of one million dollars ($1,000,000.00) each occurrence and two million dollars ($2,000,000.00) general aggregate.

iii. Umbrella insurance with a limit of five million dollars ($5,000,000).

b. Consultant's insurance policies will not cover subcontractors as named insureds. Subcontractors that perform any Services shall be required to maintain their own insurance

coverage for the same limits and requirements as set forth in this Agreement, covering their respective portion of the Services performed.

c. Consultant shall provide certificates of insurance reflecting the above coverages to Client upon request.

13. INDEPENDENT CONTRACTOR. Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Client. The details of the method and manner for performance of the Services by Consultant shall be under its own control. Consultant shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services.

14. OWNERSHIP OF DOCUMENTS.

a. All intellectual property rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Consultant in performing the Services and developed or acquired by Consultant prior to or independently of this Agreement shall be owned exclusively by Consultant and its licensors.

b. Client hereby grants Consultant a nonexclusive, nontransferable and fully-paid license to use and display Client's name in Consultant's marketing materials, on its website, and for other similar purposes.

15. CONFIDENTIAL INFORMATION.

a. All non-public, confidential or proprietary information of Consultant ("Confidential Information"), including, but not limited to, information about Consultant's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by Consultant to Client, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Client in connection with this Agreement, and whether or not marked, designated, or otherwise identified as "confidential," is confidential, solely for use in performing this Agreement and may not be disclosed or copied unless authorized by Consultant in writing. Client shall protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as Client would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Client's breach of this Agreement; (ii) is obtained by Client on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Client establishes by documentary evidence, was in its possession prior to Consultant's disclosure hereunder; (iv) was or is independently developed by Client without using any of the Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, in which case Client shall provide Consultant with prompt written notice thereof to permit Consultant an opportunity to appeal or challenge any such purportedly required disclosure.

b. Client shall be responsible for any breach of this Section 15 caused by any of its employees, contractors, agents, or representatives. At any time during or after the term of this Agreement, at Consultant's written request, Client shall promptly return to Consultant all copies, whether in written, electronic or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to Consultant that the Confidential Information has been destroyed. Client's obligations under this Section 15 will survive termination or expiration of this Agreement for a period of three (3) years, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.

c. Client and Consultant recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Client and Consultant agree as follows:

When Client receives public records requests for matters that Client believes might be proprietary or confidential information, Client will notify Consultant of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Consultant shall either provide Client with the record that is requested, for release to the requestor; or Consultant shall advise Client that Consultant objects to the release of the requested information, and the basis for the objection. If for any reason Client concludes that Client is obligated to provide a record to a requestor that is in Engineer's possession, Consultant shall provide such records to Client immediately upon Client's request. Consultant shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted under Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Consultant shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Client, its officers, agents, employees and independent contractors growing out of (i) Client's denial of a records request, based upon objections made by Engineer, or (ii) Consultant 's failure to provide records to Client upon Client's request; or (iii) Client's charges made to a records requestor, based upon reimbursement of costs Consultant charged to Client in responding to a records request; or (iv) Client's lack of timely response to a records request, following Consultant 's failure to timely respond to Client as required herein; or (v) Client's provision of records to a requestor that were provided to Client by Consultant in response to a records request. Consultant 's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that Client may provide all requested documents, programs, data, and other records to the requestor, upon failure by Consultant to defend, indemnify or hold harmless the Client as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

d.

16. REQUIRED AUTHORIZATIONS. Each of the Parties represents that it has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

17. SEVERABILITY. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by email, personal delivery, nationally recognized overnight courier or certified or registered mail. A Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 18:

If to Client:	If to Consultant:
Name: City of Pewaukee Attn: Nick Fuchs Address: W240 N3065 Pewaukee Road Pewaukee, WI 53072 Email: fuchs@pewaukee.wi.us	EPLEX, LLC (d/b/a E-Plan Exam) Attn: David Adam (DA) Mattox 12605 W North Ave., #189 Brookfield, WI 53005 Email: damattox@eplanexam.com

19. DISPUTE RESOLUTION. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a "Dispute"), shall be submitted for negotiation and resolution to the President of Consultant (or to such other person of equivalent or superior position designated by Seller in a written Notice to Client) and to the recipient of Notices for Client (as set forth in Section 18, above), by delivery of written Notice (each, a "Dispute Notice") from either of the Parties to the other Party. Such persons shall negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve any Dispute within 90 days after delivery of the applicable Dispute Notice, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Sections 20, 21 and 22 hereunder.

20. CHOICE OF FORUM. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state and federal courts of the State of Wisconsin and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the state and federal courts of the State of Wisconsin and any appellate court from any thereof. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

21. WAIVER OF JURY TRIAL. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any [exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

22. GOVERNING LAW. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

23. FORCE MAJEURE. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Consultant hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns; and (i) other similar events beyond the reasonable control of the impacted Party.

24. AMENDMENTS. Any changes to Services, and any other proposed amendments to this Agreement, exhibits, schedules, attachments, and appendices attached to this Agreement, shall be mutually agreed upon between the Parties and shall be made in writing, which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed (by both Parties) amendment to this Agreement.

25. SUCCESSORS AND ASSIGNS. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

26. COUNTERPARTS; ELECTRONIC EXECUTION. This Agreement, and any amendments hereto, may be executed by electronic means (e.g., via DocuSign, .portable document format or any other electronic signature) and in any number of counterparts, and each such counterpart and electronic executed copy hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

27. ASSIGNMENT. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Consultant. Any purported assignment or delegation in violation of this Section 27 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Consultant may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Consultant's assets without Client's consent.

28. ENTIRE AGREEMENT. This Agreement, along with attached exhibits, constitutes the complete, entire and final Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. The Parties expressly agree that no terms or conditions set forth in any form or document issued by Client and/or the Applicant shall be deemed to modify or amend the terms of this Agreement (all of which are hereby rejected by Consultant) unless expressly agreed to in writing by Consultant. The acceptance of any Accepted Project by Consultant is expressly made conditional on, and subject to, the acceptance of the terms and conditions set forth in this Agreement, notwithstanding any terms or conditions in any other form or document that may be different from, or in addition to, the terms and conditions set forth herein.

[*Signature Page Follows*]

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Client: _____	Consultant: EPLEX, LLC _____
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A – Services

1. PLAN REVIEW SERVICES
   Plan review is limited to Building, HVAC, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines for Accepted Projects.

2. PLAN REVIEW FEE:
   - Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler plan review Fees shall be based upon the fee schedule set forth on **Exhibit B**.
   - Base Fees will be split with Client as follows:
     - **90%** of Base Fees that are collected by Consultant are retained by Consultant and **10%** are remitted to Client, in each case in accordance with the terms of the Agreement.
       - Out of Consultant's retained Base Fees, Consultant shall be responsible for fees due to the Department as required by and set forth in the applicable provisions of Section SPS 302.31(g) and Section SPS 302.31(h) of the Wisconsin Administrative Code.

Exhibit B – Fees

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION				
1. New construction, additions, relocated buildings, repairs & alteration plan review fees are computed per this table. Fees for Projects are calculated based on the total gross floor area of the structure.				
2. A separate plan review fee is charged for each type of plan review.				
Base Fee Schedule ("Commercial Plan Base Fees")				
Area (Square Feet)	**Building Plans**	**HVAC Plans**	**Fire Alarm System Plans**	**Fire Suppression System Plans**
Less than 500 sf	$150.00	$100.00	$100.00	$100.00
501 sf - 2,500	$360.00	$195.00	$100.00	$100.00
2,500 - 5,000	$420.00	$260.00	$100.00	$100.00
5,001 - 10,000	$720.00	$390.00	$130.00	$130.00
10,001 - 20,000	$960.00	$520.00	$195.00	$195.00
20,001 - 30,000	$1,440.00	$650.00	$260.00	$260.00
30,001 - 40,000	$1,920.00	$1,040.00	$455.00	$455.00
40,001 - 50,000	$2,520.00	$1,430.00	$650.00	$650.00
50,001 - 75,000	$3,480.00	$1,820.00	$910.00	$910.00
75,001 - 100,000	$4,320.00	$2,600.00	$1,300.00	$1,300.00
100,001 - 200,000	$7,200.00	$3,380.00	$1,560.00	$1,560.00
200,001 - 300,000	$12,600.00	$7,930.00	$3,900.00	$3,900.00
300,001 - 400,000	$18,600.00	$11,440.00	$5,720.00	$5,720.00
400,001 - 500,000	$22,200.00	$14,040.00	$7,280.00	$7,280.00
Over 500,000	$24,000.00	$15,730.00	$8,320.00	$8,320.00

BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION FEE SCHEDULE NOTES	
Note:	1. A Plan Entry Fee of $100.00 shall be paid to Consultant with each submittal of plans in addition to the plan review and inspection fees.
	2. Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Commercial Plan Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.
Determination of Floor Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Floor area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is $250.00 per plan with an additional $100.00 plan entry fee per each plan set.
Permission to Start	In addition to the other Fees due hereunder, the plan review fee for permission to start construction shall be $150.00.
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed $3,000.00.
Resubmittals & revisions to approved plans	When deemed by Consultant's Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee relating to the minor revision shall be $75.00. Any significant changes or alterations beyond minor amendments as determined by Consultant's Plan Examiner and Client's Inspection Services Department may result in additional charges as appropriate

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
Variance Review	When approved by the State of Wisconsin Department of Safety and Professional Services to approve and review variances of State code for equivalency, the fee for processing any variance at the time of application shall be $2,000.00.

Plumbing Plan Review Fee Schedule	
Plumbing Site work - Stormwater Review Base Fees ("Stormwater Base Fees")	
Acres (area of drained to a plumbing system)	Fee
up to 5	$400.00
greater than 5 up to 10	$600.00
greater than 10 up to 15	$750.00
Each acre beyond 15 (rounded up)	$750.00 base plus $50.00 per acre
Plumbing Sanitary Drain and Water Supply Laterals Base Fees ("Exterior Plumbing Base Fees")	
$40.00 per combined inch of pipe size (diameter pipe rounded up to nearest inch)	
Interior Plumbing Plan Review Fee Base Fees ("Interior Plumbing Base Fees")	
For all interior plumbing as well as miscellaneous fixtures that necessitate review per SPS 382	
Base Plumbing Plan Review fee	$250.00 + $3.50 per fixture
Plumbing Plan Review Fee Schedule Notes	
All individually submitted plumbing plan sets plan entry fee. (applies to site work and laterals if submitted separately as well)	$100.00
Resubmittals & revisions to approved plans	When deemed by Consultant's Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee shall be $75.00. Any significant changes or alterations beyond minor amendments as mutually determined by Consultant's Plan Examiner and Client's Building Inspection Department may result in additional charges as appropriate.
Early Start	The plan review fee for permission to start construction shall be $150.00 for all structures.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to

	any other plan entry fees, structural components and Base Fees applied to a Project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Stormwater Base Fees, Exterior Plumbing Base Fees and/or Interior Plumbing Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.	

3. Supplemental Services as Required by Client:
   - The hourly rate for services not included in the Services that are requested in writing to be performed by Client, and agreed in writing to be performed by Consultant, shall be performed at $225.00 per hour, and the performance for which shall be subject to the terms and conditions of the Agreement in all respects.
     - This hourly rate is not intended for plan review services, but rather for incidental supplemental "on call" professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.

4. PLAN REVIEW FEE – includes the following services:
   - ✓ One optional remote code consultation meeting after conclusion of the first review.
   - ✓ Consultation via phone during duration of Project regarding reviews performed.
   - ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed.
     - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
   - ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
   - ✓ Free code consultation with all inspectors/municipal staff, both employed directly and under contract, serving the Client for the entirety of the duration of any Project reviewed by Consultant. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any Project reviewed or termination of this Agreement (whichever occurs first).

5. CONSULTANT CONTACT
   Consultant will provide a qualified professional to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact	Plan Review Management Contact
David Adam Mattox, P.E.	John Cunningham
414-635-3274	414-240-6512
damattox@eplanexam.com	Johncunningham@eplanexam.com

Exhibit C – Client Reserved Projects

None

STATE OF WISCONSIN CITY OF PEWAUKEE WAUKESHA COUNTY

RESOLUTION 25-07-15
A RESOLUTION TO AMEND THE 2025 FEE SCHEDULE
FOR THE CITY OF PEWAUKEE

WHEREAS, the City of Pewaukee Common Council has created a City Code of Ordinances; and

WHEREAS, the City of Pewaukee requires certain fees for services provided by the city as currently outlined in the sections of the Municipal Code; and

WHEREAS, the City Common Council has an obligation to the taxpayers in the City of Pewaukee to establish fair fees, cash bonds, and letters of credit requirements to offset the services and actual cost of City employees for review and inspection; and

WHEREAS, the City of Pewaukee adopted the 2025 Fee Schedule on December 16, 2024 through the passage of Resolution 24-12-28; and

WHEREAS, the City of Pewaukee decides from time to time, these fees for such approved activities within the City may be modified by the City Common Council by resolution; and

NOW THEREFORE, the Common Council of the City of Pewaukee, **DOES HEREBY RESOLVE AS FOLLOWS**:

SECTION 1: SCHEDULE OF FEES.

The following shall be modified the Schedule of Fees for services provided by City of Pewaukee personnel shall be insert in Fee Schedule under **II. BUILDING/CONSTRUCTION/DEVELOPMENT FEES AND CHARGES** after H…

I. COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION				
1. New construction, additions, relocated buildings, repairs & alteration plan review fees are computed per this table. Fees for Projects are calculated based on the total gross floor area of the structure.				
2. A separate plan review fee is charged for each type of plan review.				
Base Fee Schedule ("Commercial Plan Base Fees")				
Area (Square Feet)	**Building Plans**	**HVAC Plans**	**Fire Alarm System Plans**	**Fire Suppression System Plans**
Less than 500 sf	$150.00	$100.00	$100.00	$100.00
501 sf - 2,500	$360.00	$195.00	$100.00	$100.00
2,501 - 5,000	$420.00	$260.00	$100.00	$100.00
5,001 - 10,000	$720.00	$390.00	$130.00	$130.00
10,001 - 20,000	$960.00	$520.00	$195.00	$195.00
20,001 - 30,000	$1,440.00	$650.00	$260.00	$260.00
30,001 - 40,000	$1,920.00	$1,040.00	$455.00	$455.00
40,001 - 50,000	$2,520.00	$1,430.00	$650.00	$650.00
50,001 - 75,000	$3,480.00	$1,820.00	$910.00	$910.00

75,001 - 100,000	$4,320.00	$2,600.00	$1,300.00	$1,300.00
100,001 - 200,000	$7,200.00	$3,380.00	$1,560.00	$1,560.00
200,001 - 300,000	$12,600.00	$7,930.00	$3,900.00	$3,900.00
300,001 - 400,000	$18,600.00	$11,440.00	$5,720.00	$5,720.00
400,001 - 500,000	$22,200.00	$14,040.00	$7,280.00	$7,280.00
Over 500,000	$24,000.00	$15,730.00	$8,320.00	$8,320.00

BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION FEE SCHEDULE NOTES	
Note:	1. A Plan Entry Fee of $100.00 shall be paid to Consultant with each submittal of plans in addition to the plan review and inspection fees.
	2. Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Commercial Plan Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.
Determination of Floor Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Floor area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is $250.00 per plan with an additional $100.00 plan entry fee per each plan set.
Permission to Start	In addition to the other Fees due hereunder, the plan review fee for permission to start construction shall be $150.00.
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed $3,000.00.
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be $75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
Variance Review	When approved by the State of Wisconsin Department of Safety and Professional Services to approve and review variances of State code for equivalency, the fee for processing any variance at the time of application shall be $2,000.00.

J. COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING

Plumbing Site work – Stormwater Review Base Fees ("Stormwater Base Fees")

Acres (area of drained to a plumbing system)	Fee
up to 5	$400.00
greater than 5 up to 10	$600.00
greater than 10 up to 15	$750.00
Each acre beyond 15 (rounded up)	$750.00 base plus $50.00 per acre

Plumbing Sanitary Drain and Water Supply Laterals Base Fees ("Exterior Plumbing Base Fees")	
$40.00 per combined inch of pipe size (diameter pipe rounded up to nearest inch)	
Interior Plumbing Plan Review Fee Base Fees ("Interior Plumbing Base Fees")	
For all interior plumbing as well as miscellaneous fixtures that necessitate review per SPS 382	
Base Plumbing Plan Review fee	$250.00 + $3.50 per fixture
Plumbing Plan Review Fee Schedule Notes	
All individually submitted plumbing plan sets plan entry fee. (applies to site work and laterals if submitted separately as well)	$100.00
Resubmittals & revisions to approved plans	When deemed by Consultant's Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee shall be $75.00. Any significant changes or alterations beyond minor amendments as mutually determined by Consultant's Plan Examiner and Client's Building Inspection Department may result in additional charges as appropriate.
Early Start	The plan review fee for permission to start construction shall be $150.00 for all structures.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and Base Fees applied to a Project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Stormwater Base Fees, Exterior Plumbing Base Fees and/or Interior Plumbing Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.	

SECTION 2: **EFFECTIVE DATE.**

This resolution shall take effect upon passage and posting or publication as provided by law.

Dated the 7th day of July, 2025.

CITY OF PEWAUKEE

ATTEST:

_____
Steve Bierce, Mayor

_____

Kelly Tarczewski, Clerk/Treasurer

I. COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION

1. New construction, additions, relocated buildings, repairs & alteration plan review fees are computed per this table. Fees for Projects are calculated based on the total gross floor area of the structure. ~~New construction, additions, alterations and parking lots fees are computed per this table.~~

~~2. New construction and additions are calculated based on total gross floor area of the structure.~~

32. A separate plan review fee is charged for each type of plan review.

Base Fee Schedule ("Commercial Plan Base Fees")

Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less ~~—~~than ~~2,500~~500 sf	~~$250~~ 150.00	~~$150~~ 100.00	~~$30~~ 100.00	~~$30~~ 100.00
501 sf - 2,500	$360.00	$195.00	$100.00	$100.00
2,500 - 5,000	~~$300~~420.00	~~$200~~260.00	~~$60~~ 100.00	~~$60~~ 100.00
5,001 - 10,000	~~$500~~ 720.00	~~$300~~ 390.00	~~$100~~ 130.00	~~$100~~130.00
10,001 ~~—~~ 20,000	~~$700~~960.00	~~$400~~520.00	~~$150~~195.00	~~$150~~195.00
20,001 ~~—~~ 30,000	~~$1,100~~1,440.00	~~$500~~650.00	~~$200~~260.00	~~$200~~260.00
30,001 ~~—~~ 40,000	~~$1,400~~1,920.00	~~$800~~1,040.00	~~$350~~455.00	~~$350~~455.00
40,001 ~~—~~ 50,000	~~$1,900~~2,520.00	~~$1,100~~1,430.00	~~$500~~650.00	~~$500~~650.00
50,001 ~~—~~ 75,000	~~$2,600~~3,480.00	~~$1,400~~1,820.00	~~$700~~910.00	~~$700~~910.00
75,001 ~~—~~ 100,000	~~$3,300~~4,320.00	~~$2,000~~2,600.00	~~$1,000~~1,300.00	~~$1,000~~1,300.00
100,001 ~~—~~ 200,000	~~$5,400~~7,200.00	~~$2,600~~3,380.00	~~$1,200~~1,560.00	~~$1,200~~1,560.00
200,001 ~~—~~ 300,000	~~$9,500~~12,600.00	~~$6,100~~7,930.00	~~$3,000~~3,900.00	~~$3,000~~3,900.00
300,001 ~~—~~ 400,000	~~$14,000~~18,600.00	~~$8,800~~11,440.00	~~$4,400~~5,720.00	~~$4,400~~5,720.00
400,001 ~~—~~ 500,000	~~$16,700~~22,200.00	~~$10,800~~14,040.00	~~$5,600~~7,280.00	~~$5,600~~7,280.00
Over 500,000	~~$18,000~~24,000	~~$12,100~~15,730	~~$6,400~~8,320.00	~~$6,400~~8,320.00

BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION FEE SCHEDULE NOTES

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Note:	1. A Plan Entry Fee of $100.00 shall be paid to Consultant~~submitted~~ with each submittal of plans in addition to the plan review and inspection fees.	
	2. Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Commercial Plan Base ~~At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner,~~ Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.	Formatted: Centered
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Floor ~~Area~~ area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.	Formatted: Centered
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is $250.00 per plan with an additional $100.00 plan entry fee per each plan set.	Formatted: Centered
~~Accessory Buildings and Misc. Structures~~	~~The plan review fee for accessory buildings and miscellaneous structures (i.e. towers, billboards, etc.) less than 500 square feet shall be $125.00 with the plan entry fee waived.~~	Formatted: Centered
~~Early Start~~Permission to Start	~~The plan review fee for permission for "early start" construction shall be $75.00 for all structures less than 2,500 sf. All other structures shall be $150.00. The square footage shall be computed as the first floor of the building or structure.~~ In addition to the other Fees due hereunder, the plan review fee for permission to start construction shall be $150.00.	Formatted: Centered Formatted Table
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed $3,000.00.	Formatted: Centered Formatted: Left
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be $75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.	Formatted: Centered
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.	Formatted: Centered
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.	Formatted: Centered
Variance Review	When approved by the State of Wisconsin Department of Safety and Professional Services to approve the review variances of State code for equivalency, the fee for processing any variance at the time of application shall be $2,000.00	Formatted: Centered

J. COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING	
Plumbing Site work – Stormwater Review Base Fees ("Stormwater Base Fees")	
Acres (area of drained to a plumbing system)	Fee
up to 5	$400.00
greater than 5 up to 10	$600.00
greater than 10 up to 15	$750.00
Each acre beyond 15 (rounded up)	$750.00 base plus $50.00 per acre
Plumbing Sanitary Drain and Water Supply Laterals Base Fees ("Exterior Plumbing Base Fees")	
$40.00 per combined inch of pipe size (diameter pipe rounded up to nearest inch)	
Interior Plumbing Plan Review Fee Base Fees ("Interior Plumbing Base Fees")	
For all interior plumbing as well as miscellaneous fixtures that necessitate review per SPS 382	
Base Plumbing Plan Review fee	$250.00 + $3.50 per fixture
Plumbing Plan Review Fee Schedule Notes	
All individually submitted plumbing plan sets plan entry fee. (applies to site work and laterals if submitted separately as well)	$100.00
Resubmittals & revisions to approved plans	When deemed by Consultant's Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee shall be $75.00. Any significant changes or alterations beyond minor amendments as mutually determined by Consultant's Plan Examiner and Client's Building Inspection Department may result in additional charges as appropriate.
Early Start	The plan review fee for permission to start construction shall be $150.00 for all structures.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and Base Fees applied to a Project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is

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	considered ready for review, shall be 200% of the fees specified in these provisions.
Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Stormwater Base Fees, Exterior Plumbing Base Fees and/or Interior Plumbing Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.	
~~1. New construction, alterations and remodeling fees are computed per the following table~~	
~~2. New construction fee is calculated based on square footage of the area constructed.~~	
~~3. Alterations and remodeling fee is based on the number of plumbing fixtures.~~	

~~Area (Square Feet) (New Construction & Additions)~~	~~Plumbing Plan Review Fee~~	~~Number of Fixtures (Alteration & Remodeling)~~	~~Plumbing Plan Review Fee~~
~~Less than 3,000~~	~~$300~~	~~<15~~	~~$200~~
~~3,001 – 4,000~~	~~$400~~	~~16-25~~	~~$300~~
~~4,001 – 5,000~~	~~$550~~	~~26-35~~	~~$450~~
~~5,001 – 6,000~~	~~$650~~	~~36-50~~	~~$550~~
~~6,001 – 7,500~~	~~$700~~	~~51-75~~	~~$800~~
~~7,501 – 10,000~~	~~$850~~	~~76-100~~	~~$900~~
~~10,001 – 15,000~~	~~$900~~	~~101-125~~	~~$1,050~~
~~15,001 – 20,000~~	~~$950~~	~~126-150~~	~~$1,150~~
~~20,001 – 30,000~~	~~$1,100~~	~~>151~~	~~$1,150~~
~~30,001 – 40,000~~	~~$1,250~~	~~Plus $160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures~~	
~~40,001 – 50,000~~	~~$1,550~~		
~~50,001 – 75,000~~	~~$2,100~~		
~~Over 75,000~~	~~$2,500~~		
~~Plus $0.0072 per each additional sq. ft. over 75,000 sq. ft.~~			

~~Note:~~	~~1. A Plan Entry Fee of $100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.~~
	~~2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.~~

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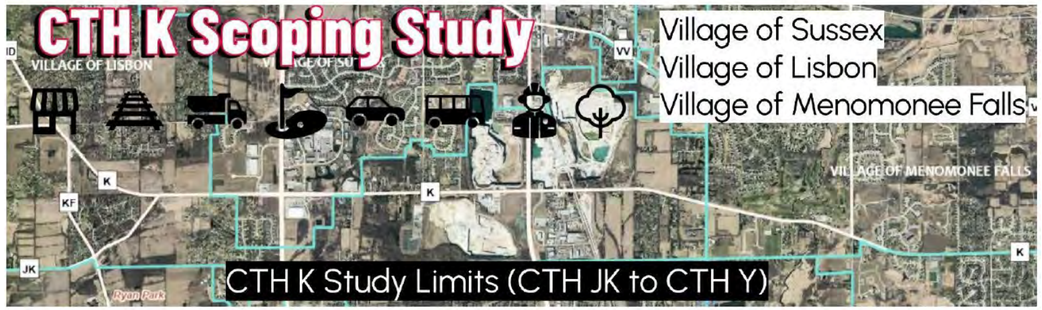
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be $75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

CTH K (CTH J K to CTH Y) Scoping Study

Stakeholder Advisory Committee, P&N Meeting

April 29, 2025

SAC P&N Meeting Agenda



1. Introductions.
2. CTH K (CTH JK-CTH Y) Capital Project Overview.
3. Importance and Opportunity for Federal Funding.
4. Stakeholder Advisory Committee (SAC) Role.
5. Existing No-Build Conditions.
6. SAC Input.
   - ❑ Questions, Feedback, Issues & Concerns.
7. Public Support, Be a Champion.
8. Next Steps.

CTH K (CTH JK-CTH Y) Capital Project Overview

- New Capital Project (2025-2029) WC Capital Plan (#202514).
- 2025, Preliminary Scoping Study.
  - Define Scope, Cost, Schedule, Impacts, Risks.
  - Scope Decisions: **Capacity Expansion, CNRR Crossing and Intersection Improvements.**
- 2025-2026, Federal Funding Applications.
- 2027, Begin Design (subject to federal funding approvals).
- 2031-2032, Earliest Construction.

Importance and Opportunity for Federal Funding

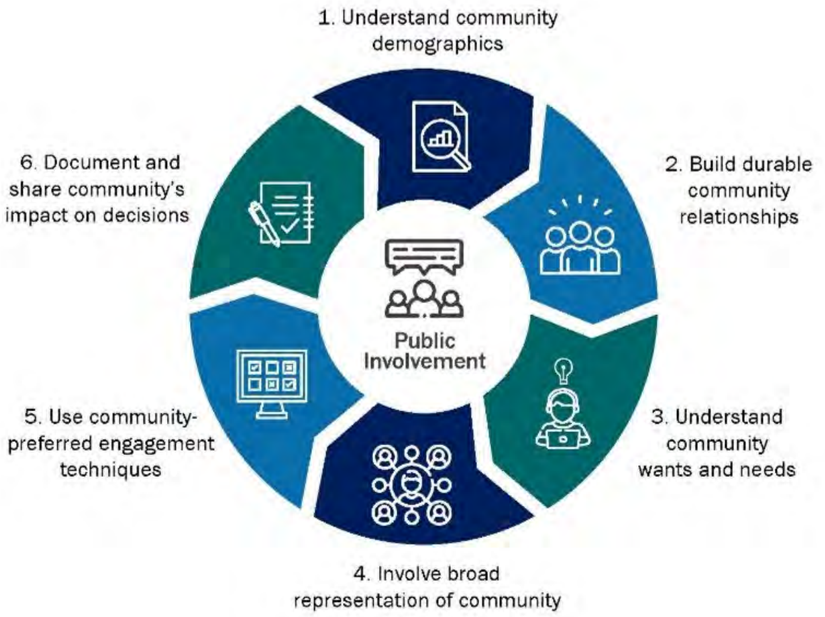
- Reconstruction and Expansion Requires Federal Funding.
  - w/ o Federal Funding: Pavement Rehabilitation, HSIP Intersection Improvements.
  - CTH F/ CTH K Intersection Project (#202304), 2027 Construction.
- 2030-31 STP-M (STBG) Federal Funding Program Cycle.
- BUILD Federal Discretionary Grant.
- Other Federal Discretionary Grants (CRISI).

Stakeholder Advisory Committee (SAC) Role

- Early and Valuable Project Input.
  - Help WC Understand CTH K (CTH JK-CTH Y) Issues & Concerns.
- Provide a Conduit to Increased Public Involvement.
- Align Project w/ Public and Community Interests.
- Project Champion, Project Advocacy.
  - Federal Funding-Letters of Support.

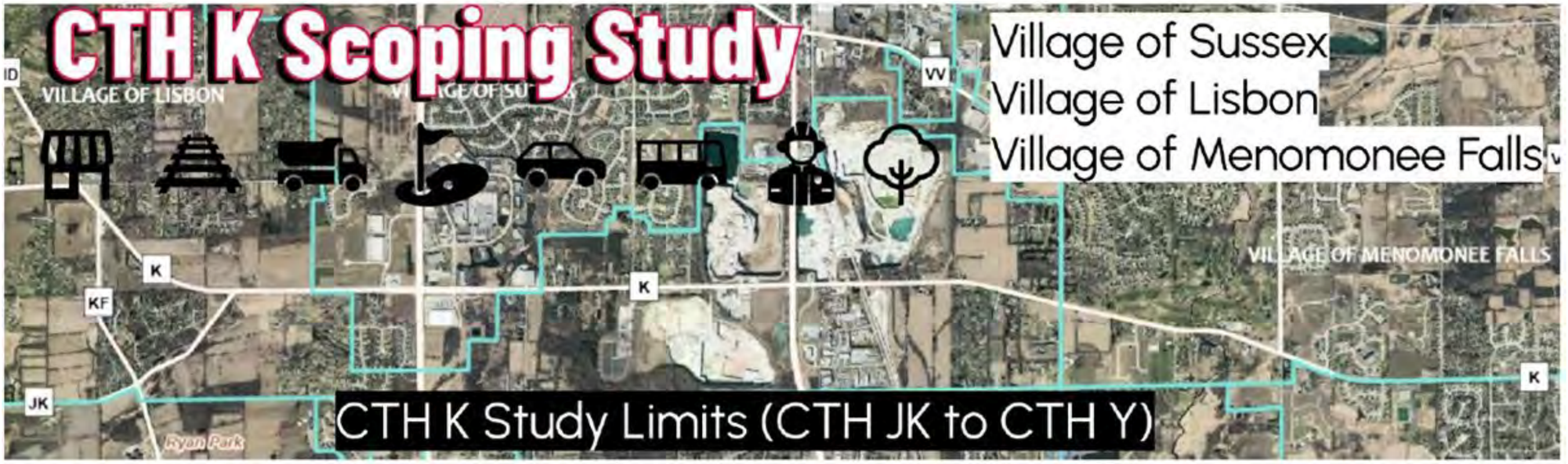
Stakeholder Advisory Committee (SAC) Role

- Purpose and Need Meeting.
  - April 29, 2025.
- Preferred Corridor Alternative Plan.
  - November 2025.
- BUILD Grant Application-Letters of Support.
  - TBD-NOFO 2025-2026.
- Project NEPA/ Preliminary Design Phase.
  - TBD-2027.
- As Needed for Project Input.



Existing and No-Build Conditions

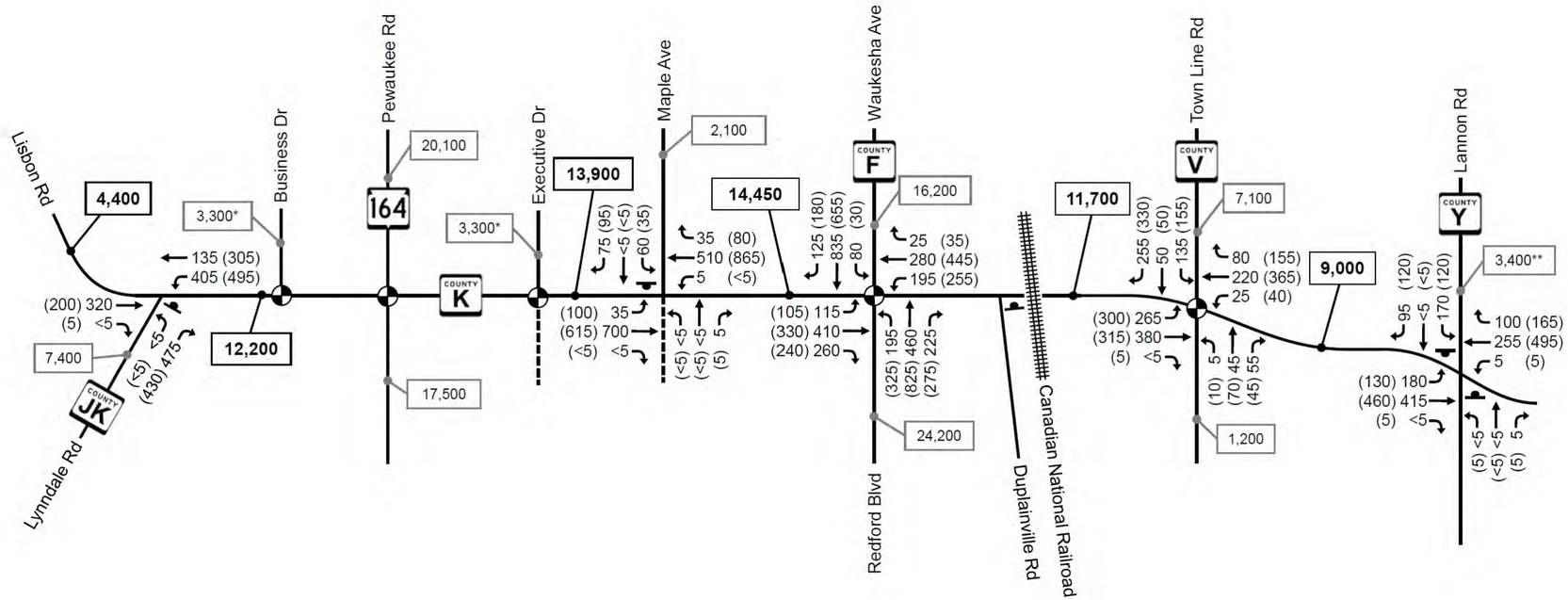
- ❑ Traffic and Safety Report.
- ❑ Environmental Scan.
- ❑ Purpose & Need.



Existing 2024 Traffic Conditions

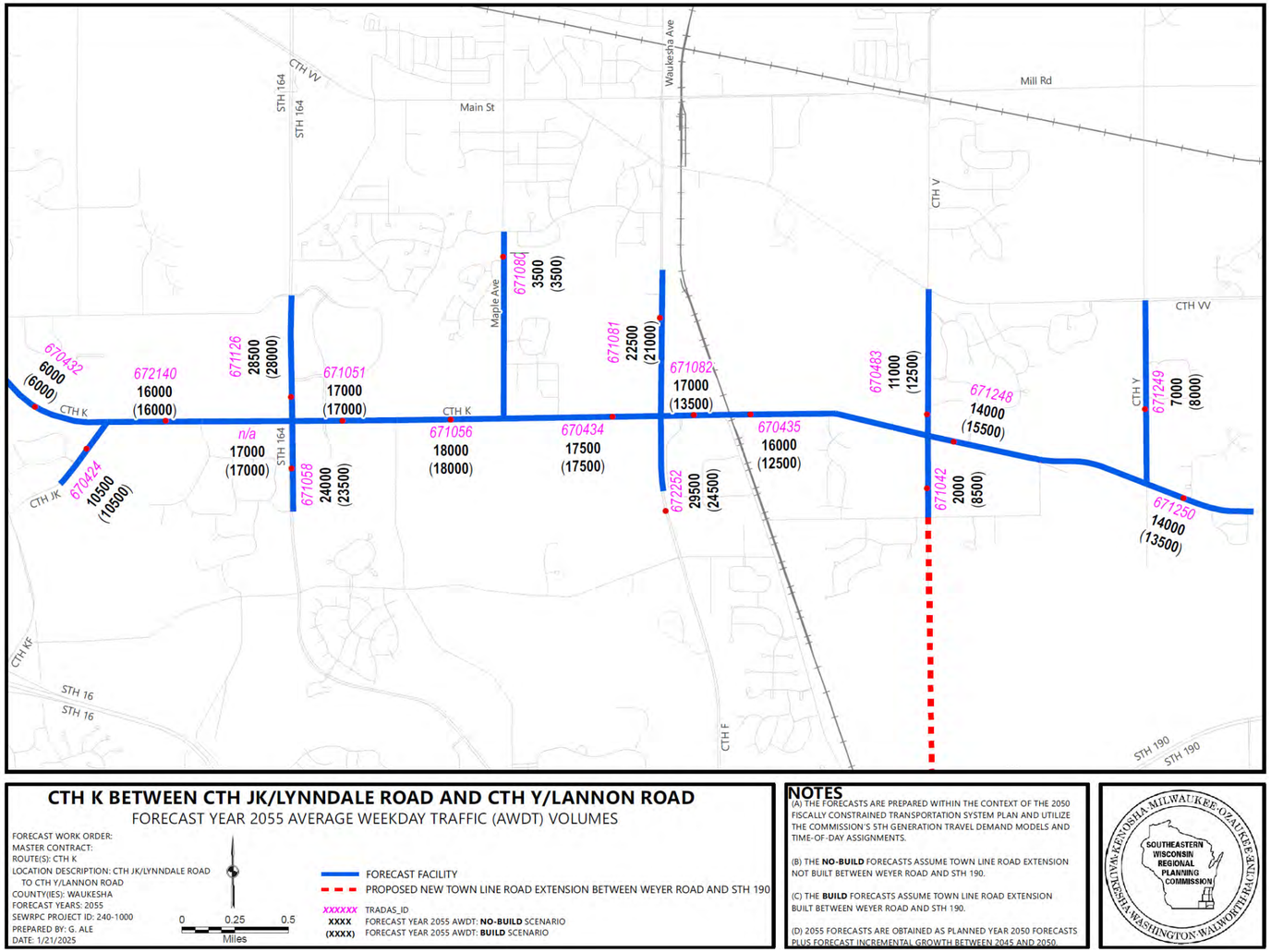
- 9,000-14,450 Estimated ADT.
- Heavy Trucks.
  - AM Peak, 16%.
  - MD Peak, 22%.
  - PM Peak, 5%.
  - 670-1,800 ADT.

Intersection	Traffic Control	Peak Hour	Peak Hour Factor	Percent Heavy Vehicles			
				Eastbound	Westbound	Northbound	Southbound
County K (Lisbon Rd) with County JK (Lynndale Rd)	One-Way Stop Control	AM	0.84	1%	8%	4%	-
		PM	0.96	2%	3%	4%	-
County K (Lisbon Rd) with Maple Ave	Two-Way Stop Control	AM	0.86	5%	13%	71%	2%
		PM	0.94	4%	3%	38%	5%
County K (Lisbon Rd) with County F (Redford Blvd)	Traffic Signal	AM	0.94	5%	16%	14%	8%
		PM	0.98	4%	5%	4%	6%
County K (Lisbon Rd) with County V (Town Line Rd)	Traffic Signal	AM	0.85	8%	9%	2%	8%
		PM	0.94	4%	3%	2%	5%
County K (Lisbon Rd) with County Y (Lannon Rd)	Two-Way Stop Control	AM	0.88	6%	9%	50%	3%
		PM	0.89	3%	4%	14%	<1%



2055 Traffic Forecast, CTH JK to CTH Y

- 14,000-18,000 ADT.
- Heavy Trucks.
  - 850-2,210 ADT.
- 0.43% to 1.16% Annual Growth.
- Growth on N-S Roads.
  - Impact CTH K Operations.



CTH K BETWEEN CTH JK/LYNNDALE ROAD AND CTH Y/LANNON ROAD

FORECAST YEAR 2055 AVERAGE WEEKDAY TRAFFIC (AWDT) VOLUMES

FORECAST WORK ORDER:
MASTER CONTRACT:
ROUTE(S): CTH K
LOCATION DESCRIPTION: CTH JK/LYNNDALE ROAD TO CTH Y/LANNON ROAD
COUNTY(IES): WAUKESHA
FORECAST YEARS: 2055
SEWRPC PROJECT ID: 240-1000
PREPARED BY: G. ALE
DATE: 1/21/2025

0 0.25 0.5 Miles

FORECAST FACILITY
PROPOSED NEW TOWN LINE ROAD EXTENSION BETWEEN WEYER ROAD AND STH 190

xxxxxx TRADAS_ID
XXXX FORECAST YEAR 2055 AWDT: **NO-BUILD** SCENARIO
(XXXX) FORECAST YEAR 2055 AWDT: **BUILD** SCENARIO

NOTES

(A) THE FORECASTS ARE PREPARED WITHIN THE CONTEXT OF THE 2050 FISCALLY CONSTRAINED TRANSPORTATION SYSTEM PLAN AND UTILIZE THE COMMISSION'S 5TH GENERATION TRAVEL DEMAND MODELS AND TIME-OF-DAY ASSIGNMENTS.

(B) THE **NO-BUILD** FORECASTS ASSUME TOWN LINE ROAD EXTENSION NOT BUILT BETWEEN WEYER ROAD AND STH 190.

(C) THE **BUILD** FORECASTS ASSUME TOWN LINE ROAD EXTENSION BUILT BETWEEN WEYER ROAD AND STH 190.

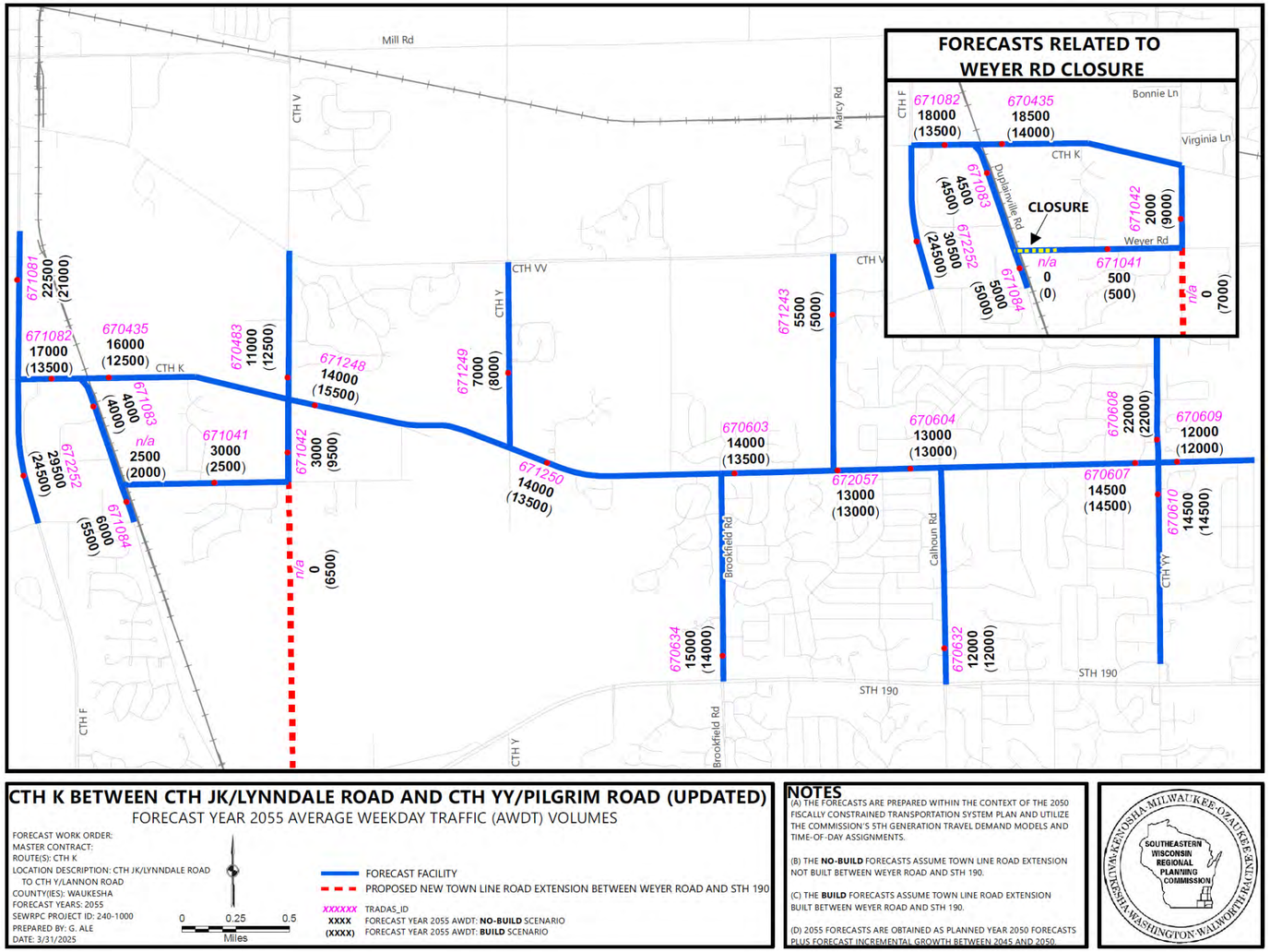
(D) 2055 FORECASTS ARE OBTAINED AS PLANNED YEAR 2050 FORECASTS PLUS FORECAST INCREMENTAL GROWTH BETWEEN 2045 AND 2050.

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

2055 Traffic Forecast, CTH Y to CTH YY

- Extended East Limit.
  - 13,000-14,500 ADT.
- Logical Termini vs. Project. Budget and Federal Funding.
- Weyer Road/ CNRR Closure Alt.
  - Increases CTH K-18,500 ADT.

- *29-58%, 2055 Traffic Increase.*



CTH K Crash Data

- Corridor Crashes.
  - Overall Crash Rate of 285.34.
  - 3.4x Statewide Average.
  - KAB Crash Rate of 57.71.
  - 3x Statewide Average.
- Intersection Crashes.
  - WIS 164, 1.39.
  - CTH F, 1.17.
  - CTH Y, 1.38.
  - Maple Avenue, 2 Fatalities.

Table 3
County K (County JK to County Y)
Corridor Crash Rates (2020-2024)

Crash Rate Condition	Crash Rates[1]		
	Statewide Average[2]	Statewide Upper Control Limit[2]	County K Corridor
Overall	84.07	93.55	**285.34**
KAB[3]	19.33	23.88	**57.71**

1) Crash rates expressed in terms of number of crashes per 100 million vehicle miles traveled (HMVMT).
2) Statewide average and upper control limit rates based on the 2018-2022 rural county highways road group
3) KAB = Fatal, Injury Severity A, and Injury Severity B crashes

Table 5
County K (County JK to County Y)
Intersection Crash Summary (2020-2024)

County K Intersection with:	Number & Severity of Crashes				Crash Rate *(Crashes per Million Entering Vehicles)*
	Fatal	Injury	Property Damage	Total	
County JK (Lynnedale Rd)	0	0	10	10	0.48
Business Drive	0	0	4	4	0.18
WIS 164 (Pewaukee Rd)	0	21	55	76	1.39
Executive Drive	0	3	5	8	0.28
Maple Avenue	2	2	5	9	0.38
County F (Redford Blvd)	0	28	41	69	1.17
Duplainville Road/CN RR	0	4	13	17	0.75
County V (Townline Rd)	0	2	12	14	0.59
County Y (Lannon Rd)	0	9	15	24	1.38

CNRR X-ing, Crashes & Delay

- CNRR X-ing Crashes.
  - Duplainville Road to CNRR X-ing.
  - 17 Crashes.
  - 65% Rear-End Crashes.
- Daily Exposure Factor of 397,800.
  - 1,050,600 Exposure Factor Combined.
- 40-63 Hours, Daily Travel Delay.
  - 95-143 Hours, Daily Combined.

Mid-Block/ Minor Intersection Crashes

- 36 Crashes.
- 39% Rear-End Crashes.
- 25% Side Swipe Crashes.
- 2 Fatalities.
- 15 Injury Crashes.
- Fatal and Injury, 47%.
- Point of Concern.

Table 6
County K (County JK to County Y)
Midblock Crash Summary (2020-2024)

County K segments	Crash Type							Severity			Total
	Rear	Angle	Head On	Side Swipe	Ped/ Bike	Fixed Object	Leaving Roadway	Fatal	Injury	Property Damage	
County JK to Business Dr	4	0	0	0	1	0	1	0	5	1	6
Business Dr to Executive Dr	0	0	0	0	0	0	0	0	0	0	0
Executive Dr to Maple Av	2	0	0	4	0	2	1	0	2	6	9
Maple Ave to County F	3	0	0	0	0	0	2	1	2	2	5
County F to Duplainville/RR	2	3	0	3	0	0	0	1	3	5	8
Duplainville/RR to County V	2	0	0	1	0	1	0	0	1	3	4
County V to County Y	1	0	1	1	0	0	1	0	2	2	4
Total	**14**	**3**	**1**	**9**	**1**	**3**	**5**	**2**	**15**	**19**	**36**

Traffic Operations, Heavy Truck Impacts

- Made Worse by Heavy Truck Traffic Volume.
  - Slower Operating Speeds.
  - Slower Acceleration & Deceleration Rates.
  - Occupy More Space.
  - Require More Room to Turn.
  - Impact Drivers Field of Vision.
  - Many Access Points.

2025 Traffic Operations-Level of Service

- Intersection Level of Service (LOS).
  - Signalized Intersections.
  - 2-Way Stop Controlled.
- Intersections Evaluated.
  - CTH JK.
  - Maple Avenue.
  - CTH F.
  - CTH V.
  - CTH Y.

2055 Traffic Operations-Level of Service

- Failing Operations (LOS E/ F).
  - CTH JK.
  - Maple Avenue.
  - CTH F.
  - CTH Y.
- Inadequate Queue Storage.
  - Multiple Intersections.

Intersection	Traffic Control	Peak Hour	Parameter	Level of Service (LOS) per Movement by Approach												Overall Intersection LOS
				Eastbound			Westbound			Northbound			Southbound			
				LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT	
Lisbon Rd (County K) with Lynndale Rd (County JK)	One-Way Stop Control	AM	LOS	--	(A)	(A)	B	(A)	--	**F**	--	**F**	--	--	--	N/A
			Delay, sec/veh	--	0.0	0.0	12.2	0.0	--	166.8	--	166.8	--	--	--	
			Queue, ft	--	0	0	90	0	--	790	--	790	--	--	--	
		PM	LOS	--	(A)	(A)	B	(A)	--	D	--	D	--	--	--	N/A
			Delay, sec/veh	--	0.0	0.0	10.3	0.0	--	26.6	--	26.6	--	--	--	
			Queue, ft	--	0	0	70	0	--	220	--	220	--	--	--	
Lisbon Rd (County K) with Maple Ave	One-Way Stop Control	AM	LOS	A	A	(A)	B	B	(A)	**F**	**F**	**F**	**F**	**F**	C	N/A
			Delay, sec/veh	9.7	9.7	0.0	10.7	10.7	0.0	57.8	57.8	57.8	>500	>500	16.0	
			Queue, ft	<25	<25	0	<25	<25	0	<25	<25	<25	210	210	25	
		PM	LOS	B	B	(A)	A	A	(A)	**F**	**F**	**F**	**F**	**F**	D	N/A
			Delay, sec/veh	13.5	13.5	0.0	9.5	9.5	0.0	149.5	149.5	149.5	>500	>500	32.4	
			Queue, ft	25	25	0	<25	<25	0	<25	<25	<25	155	155	60	
Lisbon Rd (County K) with Waukesha Ave / Redford Blvd (County F)	Traffic Signal	AM	LOS	C	**F**	D	**F**	C	C	**F**	C	C	C	**E**	C	**E**
			Delay, sec/veh	25.2	128.8	36.2	120.2	32.4	28.0	122.1	26.3	24.7	22.3	60.6	26.0	
			Queue, ft	110	655	205	335	200	30	320	215	145	70	575	95	
		PM	LOS	C	**F**	D	**F**	D	C	**E**	C	C	C	**E**	C	D
			Delay, sec/veh	27.7	109.5	40.5	90.4	36.4	28.1	76.5	29.0	22.9	28.0	56.5	33.3	
			Queue, ft	105	520	195	375	305	35	445	390	165	35	440	145	
Lisbon Rd (County K) with Town Line Rd (County V)	Traffic Signal	AM	LOS	B	A	A	B	C	B	B	B	B	C	C	C	B
			Delay, sec/veh	13.6	9.1	5.6	16.3	22.9	16.5	18.0	18.0	17.9	21.2	21.2	20.9	
			Queue, ft	140	220	<25	35	210	55	55	55	45	200	200	150	
		PM	LOS	C	A	A	B	C	B	C	C	C	C	C	C	B
			Delay, sec/veh	20.1	7.3	5.3	14.9	24.8	15.6	21.8	21.8	21.0	25.0	25.0	27.8	
			Queue, ft	245	150	<25	45	370	85	90	90	35	245	245	210	
Lisbon Rd (County K) with Lannon Rd (County Y)	Two-Way Stop Control	AM	LOS	A	A	(A)	A	A	(A)	**E**	**E**	**E**	**F**	**F**	B	N/A
			Delay, sec/veh	9.8	9.8	0.0	8.9	8.9	0.0	40.8	40.8	40.8	>500	>500	12.0	
			Queue, ft	25	25	0	<25	<25	0	<25	<25	<25	770	770	25	
		PM	LOS	B	B	(A)	A	A	(A)	**F**	**F**	**F**	**F**	**F**	C	N/A
			Delay, sec/veh	11.9	11.9	0.0	9.0	9.0	0.0	164.6	164.6	164.6	>500	>500	20.1	
			Queue, ft	30	30	0	<25	<25	0	30	30	30	575	575	60	

CTH K Corridor Access

- CTH K Existing Access.
  - Mixed Land Uses.
  - High Access Density.
  - Intersection Functional Area Overlap.
  - Sight Distance.
  - Unpermitted.
  - Multiple/ Property.

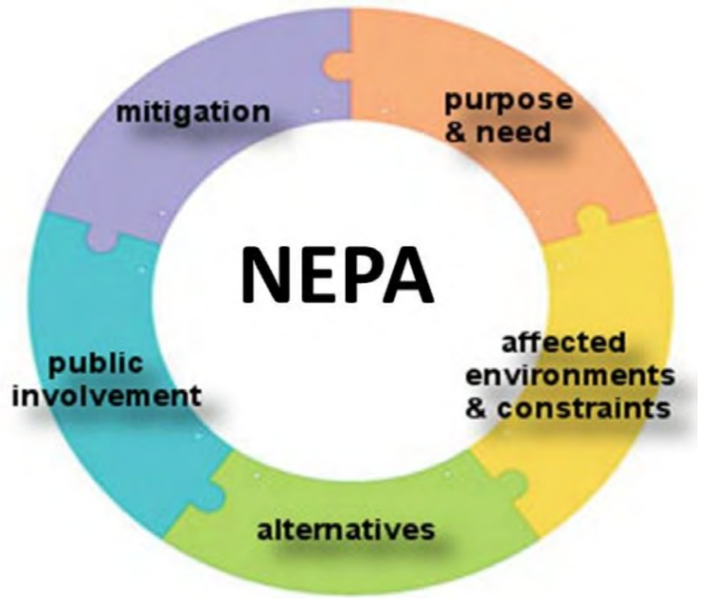
The number of access points can have a direct impact on the operation and safety of a roadway.

Table 1
Existing Private Access to County K (Lisbon Road)

County K Segments	Number of Private Access Points	Segment Length *(miles)*	Access Density *(access points per mile)*
County JK (Lynndale Road) to Business Drive	6	0.68	8.8
Business Drive to Executive Drive	0	0.34	0
Executive Drive to Maple Avenue	20	0.84	23.8
Maple Avenue to County F (Redford Boulevard)	8	0.74	10.8
County F (Redford Boulevard) to County V (Town Line Road)	30	1.26	23.8
County V (Town Line Road) to County Y (Lannon Road)	11	1.06	10.4

Environmental Scan Purpose

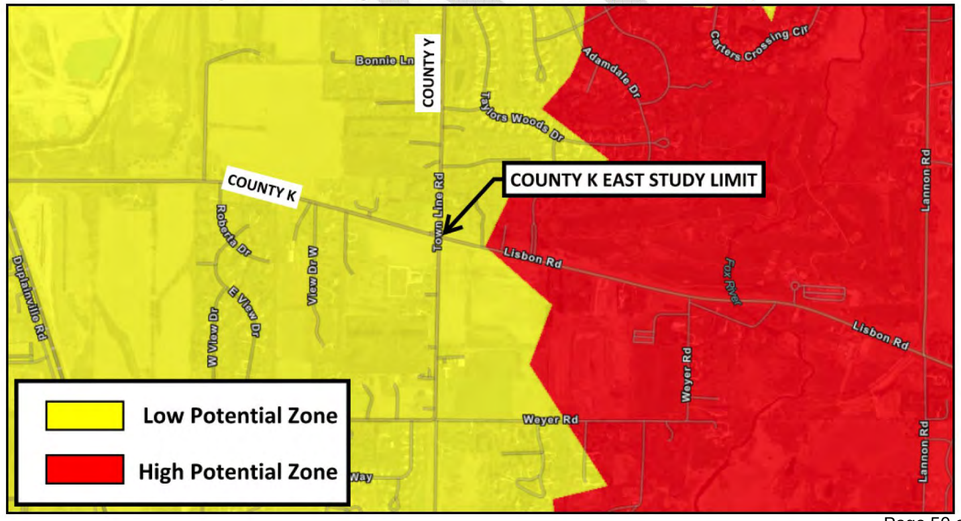
- Inventory of existing environmental resources along CTH K.
- Risk Based Environmental Screening Template (RBEST).
- Improves confidence in federal funding applications.
- Required for federal discretionary grant applications.
- Design Strategies to Avoid or Minimize Impacts.



Environmental Scan, Resource Identification

- ❑ Agriculture.
- ❑ Demographics.
- ❑ Historic Properties.
- ❑ Burial Sites.
- ❑ Section 4(f) or 6(f) Lands.
- ❑ Wetlands.
- ❑ Surface Waters.
- ❑ Floodplains.
- ❑ Threatened, Endangered, and Protected Resource Habitat.
- ❑ Traffic Noise.
- ❑ Hazardous Materials.
- ❑ Stormwater.

Figure 1. RPBB High and Low Potential Zone (source US FWS)



Project Purpose

- The *purpose of the study* is to identify a *Preferred Corridor Alternative Plan* that *improves traffic operations and safety* for motorists; *accommodates truck traffic*, adjacent *business use* and demand, and *planned land use/growth*; addresses the *pavement condition*; and integrates existing/ planned *multimodal* uses.

Project Need

- The need for future improvements is demonstrated through a combination of factors that include:
  - Safety.
  - Traffic Capacity and Operations.
  - Railroad Crossings.
  - Local Transportation and Land Use Planning.
  - Pavement Deterioration.
  - Multimodal Needs.

Table 9. CN Railroad Crossing Exposure Factors[1,2]

Crossing Location	Crossing Number	Daily Traffic Volume (vpd)	Existing Exposure Factor
Weyer Road	692244T	800 (2015 AADT)	27,200
County K	692245A	11,700 (2024 ADT)	397,800
County VV	692249C	9,900 (2018 AADT)	336,600
County F	692251D	8,500 (2022 AADT)	289,000

[1] FDM 11-20-1, Attachment 1.1, expressed in average daily traffic (ADT)
[2] Assumes same number of trains per day at County K crossing (34)

Table 11. PCI By Section

Roadway Section	2020 PCI	2023 PCI	2023 Condition	Anticipated 2035 PCI	Anticipated 2035 Condition
County JK to Business Drive	65	62	Fair	40-50	Very Poor to Poor
Business Drive to Executive Drive	71	69	Fair	50-61	Poor to Fair
Executive Drive to County F	67	62	Fair	40-50	Very Poor to Poor
County F to Quarry Corners Parkway	60	46	Poor	20-30	Serious to Very Poor
Quarry Corners Parkway to County V	60	44	Poor	20-30	Serious to Very Poor
County V to County Y	70	66	Fair	40-50	Very Poor to Poor

Next Steps

- Exhibit and Roll Plot Corridor Review.
- Comment Forms.
- May 13th Public Involvement Meeting.
  - Sussex Community Room.
  - Time: 4:30-6:30.
- November SAC Meeting-TBD.
  - Preferred Corridor Alternative Plan.
- Contact Waukesha County.
- Public Support, Be a Champion.

SAC Input

- Questions, Feedback, Issues & Concerns…
- Round Robin.

STATE OF WISCONSIN CITY OF PEWAUKEE WAUKESHA COUNTY

RESOLUTION 25-07-16

RESOLUTION IN SUPPORT OF SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION (SEWRPC) AMENDMENT TO THE 2050 TRANSPORTATION PLAN AND AN UPDATE FOR THE VISION 2050 ARTERIAL STREET AND HIGHWAY NETWORK RELATED TO EXTENDING ARTERIAL WIDENING WITH ADDITIONAL TRAFFIC LANES, ON CTH K (LISBON ROAD) BETWEEN CTH JK (LYNDALE ROAD) AND BROOKFIELD ROAD

WHEREAS, CTH K (Lisbon Road) connects eleven unique communities across Waukesha County, has regional significance and is one of the few Waukesha County roadways spanning nearly the entire county from 124th Street to WIS 67 in Oconomowoc; and

WHEREAS, Waukesha County has a Capital Project (#202514) on CTH K (Lisbon Road) between CTH JK (Lyndale Road) and Brookfield Road; and

WHEREAS, Waukesha County is conducting a preliminary scoping study and has received public feedback in support of the project improvement concepts including adding additional traffic lanes (capacity expansion), improving intersections and grade-separating the existing railroad crossing; and

WHEREAS, CTH K (Lisbon Road) between CTH JK (Lyndale Road) and Brookfield Road has an overall crash rate and fatal/serious injury crash rate three times higher than the statewide average; and

WHEREAS, predictive safety analyses show a four-lane divided roadway would have fewer crashes than a two-lane undivided roadway; and

WHEREAS, the number of heavy trucks in the traffic stream negatively affects traffic operations and safety and CTH K (Lisbon Road) between CTH JK (Lyndale Road) and Brookfield Road has an average daily heavy truck percentage of 8% with peak periods over 20%; and

WHEREAS, providing additional lanes (capacity) along CTH K (Lisbon Road) between CTH JK (Lyndale Road) and Brookfield Road would improve safety by providing CTH K (Lisbon Road) traffic the ability to safely pass and avoid slower moving trucks; and

WHEREAS, CTH K (Lisbon Road) between CTH JK (Lyndale Road) and Brookfield Road is expected to exceed the capacity of a two-lane undivided corridor by the year 2055; and

WHEREAS, providing additional lanes (capacity) along CTH K (Lisbon Road) between CTH JK (Lyndale Road) and Brookfield Road would enhance regional connectivity and provide route options; and

WHEREAS, Waukesha County has selected adding additional traffic lanes (capacity) as the locally preferred improvement alternative for the CTH K (Lisbon Road) Capital Project (#202514); and

WHEREAS, Waukesha County federally funded transportation projects and federal funding applications are required to be consistent with the SEWRPC 2050 Transportation Plan, and the VISION 2050 Arterial Street and Highway Network.

WHEREAS, SEWRPC is requesting comments and support for the proposed amendments.

NOW, THEREFORE, BE IT HEREBY RESOLVED: That the Common Council of the City of Pewaukee is in full support of the County's expansion of Lisbon Road (CTH K).

BE IT FURTHER RESOLVED that the Common Council supports the amendment to the 2050 Transportation Plan and the VISION 2050 Arterial Street and Highway Network.

SEVERABILITY
The several sections of this Resolution shall be declared to be severable. If any section shall be declared by a decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other provisions of the Resolution.

ADOPTED THIS 21st Day of July, 2025.

CITY OF PEWAUKEE

_____
Steve Bierce, Mayor

ATTEST:

_____
Kelly M. Tarczewski, Clerk/Treasurer