



TOWN OF LISBON
W234 N8676 Woodside Rd.
Lisbon, WI 53089

Agenda
Town Board Meeting
Town of Lisbon, Town Hall
Monday, January 13, 2020
6:30 PM

- 1. Roll Call.**
- 2. Pledge of Allegiance.**
- 3. Comments from citizens present.** Citizens are invited to share their questions, comments, or concerns with the Town Board. When speaking, citizens should state their name and address for the record and limit their presentation to three minutes. Where possible, the Board will answer factual questions immediately. If a response would involve discussion of Board policy or decisions, which might be of interest to citizens, not present at the meeting, the Board may place the item on a future meeting agenda.
- 4. Consent Agenda.** Items listed under the Consent Agenda are considered in one motion unless a Town Board member requests that an item be removed from the Consent Agenda.
 - A. December 9, 2019 Town Board meeting minutes
 - B. Operator's Licenses
 - C. Resolution 01-20, Resolution Approving the Lake Country Municipal Court Budget.
 - D. Release of Surety Bond for BilCris Landscaping.
 - E. Release of Surety Bond for Ausblick.
 - F. "Class A" Retail Liquor License for Casey's General Store #3710, N56W22100 Silver Spring Drive, Heidi Marcyes, Agent.
- 5. Approval of Bills.**
- 6. Announcements/Correspondence.**
 - Meeting Schedule
 - 2019 Assessor Year in Review
 - Lake Five Road Railroad Crossing Safety Improvements
 - Winterfest Event Flyer
- 7. Department Reports - Presentation of activity statistics and recently attended meetings.**
 - Administrator
 - Clerk
 - Public Works Department
- 8. Supervisor's Reports -** This is an opportunity for Supervisors to report on respective Committees, Commissions, and Boards of which they serve as a member. Matters require no action or approval.

9. Unfinished Business.

- A. Discussion and necessary action on request from David and Kim Meyer for a variance from the Town of Lisbon Fire Code, Section 34.20(e), regarding automatic sprinkler systems.

10. New Business.

- A. Discussion and necessary action for the 2020 Grinding Bid for Compost Site brush and yard waste.
- B. Discussion and necessary action to place the order for the new lockers for the DPW locker room from Axiom.
- C. Discussion and necessary action on the recommendation from the Plan Commission for the request from Jeremy Rush for the property located at N72W24740 Good Hope Road, LSBT 0203.994.005, for a Conditional Use Permit for a Bed & Breakfast.
- D. Discussion and necessary action to appoint an Emergency Management Coordinator.
- E. Discussion and necessary action to adopt on the updated job descriptions for Town Hall, DPW and Park Department employees.
- F. Discussion and necessary action to adopt the updated Employee Handbook.
- G. Discussion and necessary action to adopt the newly created Employee Benefits Manual.

11. Discussion and necessary action to enter into Closed Session pursuant to Wisconsin Statute 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, more specifically more specifically the Lisbon-Merton Cooperative Boundary Agreement and the existing Boundary Stipulation and Intergovernmental Cooperation Agreement between the Town of Lisbon and Village of Sussex.

12. Discussion and necessary action to reconvene into Open Session for possible action on Closed Session deliberations.

13. Adjournment.

Joseph Osterman
Town Chairman

Gina C. Gresch, MMC/WCPC
Town Administrator

NOTE: Individual members of the Town Board will be available after the meeting to discuss town related issues with citizens who are present.

NOTE: Please notify the Town of Lisbon 72 hours in advance if you plan to attend and will need an interpreter or assistive hearing device.

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



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board
ITEM DESCRIPTION: Consent Agenda Items
PREPARED BY: Gina C. Gresch, Administrator
REPORT DATE: Thursday, January 9, 2020
RECOMMENDATION: Approval of the Consent Agenda items.
EXPLANATION: i. Town Board Meeting Minutes. <ul style="list-style-type: none">December 9, 2019 Town Board minutes ii. Operator's Licenses. <ul style="list-style-type: none">Ronald James Yencheske – Casey's General MarketDavid Anthony VandenBranden– Casey's General Market iii. Resolution 01-20, Resolution Approving the Lake Country Municipal Court Budget. <ul style="list-style-type: none">This is the yearly approval of the LC Municipal Court Budget, which they require be adopted by resolution. iv. Release of Surety Bond for BilCris Landscaping. <ul style="list-style-type: none">While reviewing the outstanding Letters of Credit and Surety Bonds (cash deposits), it was found that there are a couple that need to be returned. The first one is for BilCris Landscaping. Back in 2017 the Plan Commission required him to plant 11 trees for screenage for the neighboring property owner. Building Inspector Oelhafen inspected the property on December 16 and found that twice as many trees were planted than required. There were a few dead trees, but he still planted more than what was required, therefore the \$3,300 bond can be returned. v. Release of Surety Bond for Ausblick. <ul style="list-style-type: none">The second Surety Bond slated for return is \$16,500 for Ausblick, which is related to the maintenance building they built with Plan Commission approval in 2010. Final occupancy was given in May 2010.

vi. "Class A" Retail Liquor License for Casey's General Store.

- The Town received an application from Casey's General Store #3710 for a "Class A" Liquor and Beer license for their gas station on the corner of Silver Spring and Town Line Road. The applicant has an expected start date of January 23, 2020 and the license fees have been prorated for that date. The staff recommendation is to approve a "Class A" Liquor and Beer License for Casey's General Store #3710, N56W22100 Silver Spring Drive, Lisbon, Heidi Marcyes, Agent, subject to occupancy from the building and fire inspector and Waukesha County Environmental Health approval.

I recommend approval of all of the Consent Agenda items.

**Minutes of the Town Board Meeting
Town of Lisbon, Town Hall
December 9, 2019
6:30 p.m.**

Chairman Osterman called the Town Board meeting to order at 6:30 PM.

Roll Call: Present: Chairman Osterman, Supervisors Plotecher, Beal, Moonen and Gamiño. Also present: Dan Green, Town Clerk, Gina Gresch, Town Administrator, Planner Dan Lindstrom and Waukesha County Planner Sandy Scherer.

Comments from citizens present.

Gary Kunich N88W24710 North Lisbon Road, stated he moved to Lisbon to be closer to his job and to get away from the busy areas of crime and traffic and to a more natural environment. He stated people throw there beer cans and liquor bottles along the road he lives. He also expressed concerns about people driving too fast. He stated he was against the subdivision and asked the Board for restraint and common sense. He asked if the Town was hurting for money that they would need to amend the comprehensive plan. He also asked if any studies were done on the environment, noise, light, traffic and garbage. Lastly he expressed concerns about construction traffic.

Lisa Oddis W220N9359 Town Line Road, stated she was at the Plan Commission meeting where Mr. Forester brought very little to the meeting. At the Plan Commission level no one could remember why this was zoned for 5 acre lots and without that knowledge they still approved it. She stated that Jane Stadler was the only Commissioner that had knowledge regarding why. In 2008 all residents were polled for the 2035 Comprehensive Plan change. She explained there needs to be some solid research on what is in the long range plan. The result of that survey, she explained, was to keep this area a rural setting with open, preserved lands. What happened that night did not represent the ideas of the Town of Lisbon's residents. The long range plan reflects quality of life, rural atmosphere and quality of schools. In her opinion this land was set aside for preservation of land. She questioned what the point of having a long range plan was if we are just going to change it. She also explained that the owner of the property, Riteway Bus, does not live in the Town of Lisbon. She thinks these types of amendments should not be taken lightly.

Jacqueline Kisting W239N9142 North Road, agreed with what everyone said and also expressed concerns about the water table. Ms. Kisting explained that there are drag races going on at night. She has a 33-foot trailer that takes a long time to back in their driveway and no one respects the speed limit to the point where they have almost been hit. She explained they raise chickens, ducks and geese on their property and do not want to get complaints from new neighbors about the noise. Her kids and grandkids also ride dirt bikes and 4-wheelers on her 12 acre lot. She also expressed concerns about the long bus ride to her house as it is.

Dawn Hockerman, N95W23719 Hermitage Drive, asked the Board how much of the Town is zoned A-10. She also questioned how much money was given to the Town from the grant for the study done in 2009. She complemented the Board for not increasing the 2020 budget but quested the \$100,000 zoning expense. She asked how approving this Comprehensive Plan will improve the Town.

Ms. Hockerman explained that the Bark River runs through this area and sent pictures to the Town Clerk regarding some water issues that exist on the property. She expressed concern about additional flooding if this area is built up. She stated that the Comprehensive Plan was developed by UW Extension, Waukesha County and Parks and Planning and that the Waukesha Count growth plan, at the time, would better serve everyone. She continued with concerns about the C-1 zoning and drawing more water from the aquifers in the area. She questioned contaminating the water tables with sceptic systems and had concerns over who was to pay the cost if this were to happen.

Ms. Hockerman questioned if the Town was going to get anymore parks as there was supposed to be a trail in this area. The Town should look at that plan we have before they start making changes. She explained that Mr. Forester does not own the land and there should be no issues to him to keep it zoned A-10. The residents in this area do not want to become urban and have proved that with 28 people showing up at the last meeting. She questioned why the Town was rushing this through so quickly. She stated the Plan Commission was biased toward this and they need to be the fiduciary for the wants of the town people. She also expressed concerns for traffic and the train.

Susan Mueller, N87W24189 North Lisbon Road, stated she was opposed to the changes the Plan Commission approved in November, despite the concerns of the citizens. She stated she also witnessed drag racing which she reported to the Sheriff. She said the Plan Commission chose a logic that they did not understand and engaged in conversations with an old plan commission member. They did not require a study to make the change. There was no plan review, the applicant just needed to ask. She stated the Town population has tripled in the past 20 years and urged sensible growth which requires planning. She questioned why citizens should compromise to allow a developer to come in. She stated this opens all parcels zoned A-10 to do the same thing when there are plenty of available lots in Lisbon.

Brian Eyre, W220N9359 Town Line Road, stated he is opposed to the rezone and has attended a few meetings regarding this issue. He stated it appears the board is not representing the will of the people of the Town with this rezone and with incorporation efforts. He stated the residents will be watching and if the board does not represent their needs they will take action and change the board.

Sara Viloria, N95W23853 County Line Road, questioned how changing the Comprehensive Plan is going to benefit the Town residents and why they are looking at the developer's needs instead of the resident's needs. She expressed concerns about increased traffic and the long bus ride for her children. She asked if the Town can prove to its residents the safety for her kids.

Scott Radke, N95W23787 County Line Road, said he lives right next to the cornfield and agrees with what everyone else stated. He has traffic concerns and questioned what Commissioner Meyer stated at the Plan Commission meeting about the expense to do a water table and traffic study test. He stated expense should not be a concern. He stated the developer should have to pay for these studies.

Cheryl Reagles, W236N9191 Mt Vernon Drive, stated she is opposed to the rezone and has been zoned A-10 for years. She does not deny a farmer's right to sell his land when they can no longer farm, but this is not the case. She questioned if anyone can buy a parcel of land and assume the Town will rezone it to the buyer's plans. She questioned why the Town has a plan if they are going to change it. She stated there are two other dead ends from the Presidential Estates subdivision. Are these dead ends assumed to have future subdivisions attached? She expressed disappointment in the Plan Commission's lack of listening to the people and hopes the Town Board does what the residents ask.

Eric Schmitt, N88W24240 N. Lisbon Road, said he moved to Lisbon four years ago from Brookfield and is opposed to rezoning to a lower density. He expressed concerns with traffic with six and eight year old boys.

Mica O'Brian, W220N9009 Town Line Road, stated she moved here for the rural area to get away from areas of crime and traffic to a space that was her own. She expressed concern about taking away rural land and screwing up the water table. She reminisced about the wildlife she first saw as a child and that drew her to stay in this rural setting. She also stated concerns regarding an hour long bus ride as well. She stated it was not fair to take land away from future generations.

AJ Ludwig, N90W24279 Crooked Bridge Drive, stated he had concerns about more wells in the area. He stated he put in 12 wells over the winter because of the quarries moving and there are still people waiting for reimbursement. He questioned how many people will need to get their well dropped. He also had concerns about traffic and safety along HWY Q and explained the problems are getting worse with Colgate Road being closed.

Melissa Fenninger, N91W24201 Crooked Bridge Court, stated she was opposed to the rezoning. She moved to Lisbon 17 years ago because of the aesthetics. Since then there have been increasing traffic issues, especially with HWY Q. She asked the board, if they do approve this, if they would put in a round-a-bout in this area. She stated adding 60 plus cars on HWY Q will not be harmonious to anyone.

James Leibiger, N88W23693 North Lisbon Road, stated the Town Board was here to do the will of the people, not the developer. He opposes the rezone and hopes everyone's voices were being heard. He questioned if the Town had gone beyond their growth plan for 2019 or 2020. He has lived in the Town for 30 years and traffic has gotten worse down Lisbon Road. He explained that the developer did not vote the board into office, but the people who are here to tell the board what they want. He stated the Board did not listen to them and let the developer do whatever they want.

Joseph Mente, N88W24228 North Lisbon Road, stated he is against the zoning change. He stated the developer should have studies done, not the Town. He also had concerns about the water shed and well depths along with traffic concerns. He expressed concern about the Town being a target for developers to take advantage.

Fred Sanfilippo, N95W24900 Norwauk Road, explained he came from Milwaukee 43 years ago when there was nothing around here. He expressed concern about the accidents on HWY Q. Chairman Osterman intervened and stated there will be a round-a-bout at the intersection of Hillside Road and HWY Q. Mr. Sanfilippo stated he expected growth when he moved here, but just to have the Board satisfy more and more developers.

Phillip Jarman, W236N9252 Monticello Drive, stated he has been in Lisbon for 46 years and is opposed to the Comprehensive Plan amendment. He is glad they allowed the Presidential Estates subdivision back then, but it has gone too far now.

Kurt Hockerman, N95W23719 Hermitage Drive, asked for a show of hands for how many people were against the Comprehensive Plan amendment. Most of the audience raised their hands.

Ray Kilzer, N88W23767 North Lisbon Road, stated that the voices from the public hearing are clear, and questioned what the Town is going to do about it.

Dawn Hockerman, N95W23719 Hermitage Drive, said she appreciates the Town's time and effort in hearing everyone and staying late. She said this is a great community to live in and want it to remain a rural one. She also stated she appreciated the Town not pushing this through and asked that they see the bigger picture and give this some thought.

1. **Consent Agenda.** Items listed under the Consent Agenda are considered in one motion unless a Town Board member requests that an item be removed from the Consent Agenda.
 - i. November 28, 2019 Town Board minutes.
 - ii. 2020 Waukesha County Community Assistance Planner Contract.
 - iii. Appointment of Election Inspectors for 2020 & 2021 Term

Motion by Supervisor Beal to approve the Consent Agenda. Seconded by Supervisor Plotecher. Motion carried, 5-0.

Approval of Bills.

Administrator Gresch reviewed those expenses that were reimbursable upon Supervisor Beal's request.

Motion by Supervisor Moonen to approve the December 9, 2019 check register as presented. Seconded by Supervisor Gamiño. Motion carried, 5-0.

Announcements/Correspondence - Listing of upcoming meeting dates & times.

Chairman Osterman reviewed the list of upcoming Town meetings.

Department Reports - Presentation of activity statistics and recently attended meetings.

Town Administrator - Due to the staffing change at Town Hall, all Plan Commission and zoning related questions will be directed to the Town Planner, Dan Lindstrom. He will be fielding all Plan Commission questions, making Planner's appointments & receiving applications. He can be contacted at 262-408-5563 or dlin@vierbicher.com. We have this information on the website, TV, Facebook and in Clerk Dan's email replies to get the word out sooner than later. Planner Lindstrom will also be leaving at the end of the month to start a new position. The Treasurer's Tax Collection letter and hours have been posted on the website and Facebook page. Taxes will be mailed Friday, December 6 and should be posted online the same day. Treasurer Buchman is all set up to receipt taxes as the counter (smaller window). The monthly ACH/Autopay Report is included for your review. The Town Board and Town Staff accomplished quite a bit in 2019 and are thankful for the Town Board's support. We made it through the software conversion during tax time at the end of 2018 beginning of 2019. We started the incorporation process and have seen the Town grow. We've had some staff turnover in a few departments and we continue to improve our processes while still giving great customer service to our residents. Staff continues to do great work no matter what comes up. 2020 is going to be especially busy with four elections, especially being a presidential election year. Hopefully we'll have a special election for an incorporation referendum too. Happy Holidays everyone!

Parks Department- Park Director John Greiten said it has been busy in the Parks Department with the ice rink, removing ash trees and 35 more marked to take down this winter. He fixed a lean in the manhole under the ice rink. Staff has been doing weekly garbage cleanup and converting uses from summer to the winter. Director Greiten said he attend a recreation conference, meeting seminars, the levy meeting and planner appointments if necessary. He mentioned that he worked on getting the grant in for the Lake Five paving project which he should hear back in March to hopefully get 70 to 90% paid back. This trail will connect 6 subdivision to the Bug Line from two communities.

Public Works Department- Public Works Director Joe DeStefano gave his November report which included roadside mowing and snowplowing from 5 different snow storms. They received salt and put in fence posts for snow drifted roads. They repaired potholes as needed and trimmed low hanging branches as needed. The compost site is now closed and should open in April. The new compost site might not be available in the beginning as they are still working on the new location. They waxed the plow trucks and did underbody paint to protect from rust. Mr. DeStefano attended budget meetings with Waukesha County, Town Board meetings and budget meetings and had attended a trial to testify on behalf of the Town for a weight limit ticket. He also met with Rural Mutual Insurance Company. All while still running his own plow route. Supervisor Moonen complimented Mr. DeStefano and his department on doing a great job.

Supervisor's Reports. - None

Unfinished Business. – None.

New Business.

Discussion and necessary action on the Agreement between the Town of Lisbon and Rick J. Goecker d/b/a The Synectic Group.

Administrator Gresch explained this agreement is for the interim clerk who will be training Natasha. His pay rate is \$35.00 per hour which comes close to what the previous clerk was making, except he will be part time. Mr. Goecker was present and stated has been a clerk for over 30 years and is a Master Municipal Clerk from the IIMC. He has done some consulting and filling positions. He also is on the Plan Commission where he lives. He has never been a Town Clerk but has a lot of experience. He works as a separate contractor so as to remove liability from the Town.

Motion by Supervisor Beal to approve the Agreement between the Town of Lisbon and Rick J. Goecker d/b/a The Synectic Group. Seconded by Supervisor Plotecher. Motion carried, 5-0.

Discussion and necessary action the recommendations from the Plan Commission for the following requests:

Ordinance 22-19, Ordinance Amending the 2035 Comprehensive Development Plan for the Town of Lisbon, for the request of Jim Forester for the property owned by Riteway Bus LLC, for the property located at N95W23759 County Line Road, LSBT 0150.997, and recommendation to Waukesha County of the same.

Chairman Osterman explained this was passed at the Plan Commission but it was contingent that Sandy Scherer from Waukesha County was present to answer questions. Chairman Osterman addressed the questions that were brought up during the public hearing portion:

Someone referenced the cost of studies and questioned why the Town would consider this in their decision, more specifically Plan Commission member Mark Meyer's comments. The Chairman stated the developer may be required to do this, but not until he can move forward with the use.

The Chairman brought up the comment about the population growth which he reviewed the actual populations over the past 20 years. The increase was around 10%. Chairman Osterman disagreed that this was passed half-heartedly, and insisted that nothing was pushed through. He stated this is the first time the Board is getting a crack at this. The only board member around during the 2009 Comprehensive Plan process was the Chairman. With that said, the Chairman stated he does see a legitimate complaint to be made because of the A-10 zoning and the low density of the Comprehensive Plan. At one time, however, these areas were zoned A-2.

In regards to speaking with an old Plan Commissioner, the Chairman stated that Dan Fischer was an old Commissioner with experience to this specifically.

Chairman Osterman stated he wanted to be upfront and the Comprehensive Plan Amendment would follow with a rezone. He explained that the Town Board does not deal with this often and asked Sandy Scherer from Waukesha County to explain the history of this zoning.

Sandy Scherer explained there was a Comprehensive Plan done in the early 2000s and because of the smart growth law, they joined a cooperative effort with other communities in the County along with Waukesha County to update their plan. That is when you did the last Comprehensive Development plan. She stated that nothing changed regarding this property between the two Comprehensive Plans, both requiring 5 acre density. Ms. Scherer explained the zoning was A-2 along with a lot of the Town. Once the 2009 Comprehensive Plan was amended, the zoning map was adjusted based on the size and use of the property. That is why the property was zoned from A-2 to A-10. That was the category that best fit its use at the time.

Supervisor Beal questioned where the Bark River was located on this property, and thought it was located more to the East. Chairman Osterman explained that the well issues, traffic studies and stormwater calculations all need to be reviewed by Waukesha County. He stated that the Town has improved their stormwater over the years. He also explained that if the Comprehensive Plan is approved, the property owner has the right to ask for a rezone. At that point, the Board would not be able to deny it. The Chairman continued that at the time, there was a vision that this area was going to extend with the road at a dead end. The Board reviewed the dimensions of the proposed subdivision, a 44 acre parcel with 28 proposed lots with an overall density of about 1.4 acres per lot. Chairman Osterman explained that this was submitted as a conceptual design and might not be the final project. He explained that the Plan Commission was shocked by the opposition to one acre lot proposal.

Supervisor Moonen asked that Sandy Scherer speak to the historical zoning and land use on this property. Ms. Scherer explained the land use plan did not change on this property. The zoning changed from A-2 to A-10 when the Town and County decided to change all zoning in the Town to an "as used" zoning. There was no future planning, it was decided to zone all properties as they were being used at the time. Ms. Scherer also agreed that the property owner has the right to come forward and make this request. Supervisor Beal asked what is allowed in the A-10 district. Chairman Osterman explained it is an agricultural zoning with a minimum density of 10 acres per dwelling. The original Comprehensive Plan was adopted in the early 2000s and again in 2009.

Chairman Osterman addressed the question regarding the future train in this area and stated if there is no development there will not be a trail to this area. Sandy Scherer addressed the question regarding the grant money from the joint collaboration in 2009 and stated the grant was to help do the Comprehensive Plan. Chairman Osterman stated the zoning line item in the budget does not have to do with the action brought tonight, this is for a future Comprehensive Plan review and the impact on a potential incorporation. He stated that all of the school points are valid, but they should be brought to the school board.

Supervisor Beal stated she received an email from Dan Hein, a resident in Lisbon, who was opposed to the Land Use Plan amendment. Chairman reiterated to the audience that the dead end road in Presidential Estates was placed there for the potential to expand the subdivision. Supervisor Moonen reviewed a list of 33 rezones that the Town has granted over the past ten years, 15 of which were rezoned from A-10. He asked what causes the rezones to land at A-3, R-2, R-1, etc. She explained that it depends on what the use of the change is for and what the land use plan allows. Administrator Gresch stated that she sent concerns from the residents regarding drag racing in this area to the Police Captain.

Supervisor Gamiño stated she appreciates the valid concerns of the residents who did their due diligence to look at the long range plan. She also expressed interested in learning the history of zoning changes as this used to be zoned for much smaller lots. She stated if I lived in the area she would have been upset. She agreed with the Chairman that it would not make a big impact on the traffic. She also questioned why the developer is not considering larger lots. Supervisor Moonen stated he sympathizes with the citizens and said outside of his kitchen window he sees development across the street. He knew this areas was slated to be developed and it wasn't a question of if, but when. He stated he is in favor of keeping the Land Use plan as it is. Supervisor Plotecher stated she can also relate with the changes that

have occurred in her surrounding properties. She stated the 2035 plan is just a plan and it was amended a month after it was approved. Supervisor Beal said she struggles with this decision because she and the Board take this to heart. She explained that she was at a Sewer District meeting where there was a room of people who voiced their opinion and she thinks they should listen to the people.

Supervisor Gamiño addressed the question regarding more parks coming to the Town and stated the Park Committee is working on bringing more parks to the Town. She also stated there are vacant seats on that Committee for those who may be interested.

Chairman Osterman agreed that there are concerns, but there are also property rights. He believes that when the subdivision was put in it was going to continue. In the future there will be development at this side of Town. He stated that if residents want to keep an empty field zoned A-10, they should buy it instead of coming to the Board and attacking them. He stated it is hard sitting here and getting attacked with comments about taking money from developer's pockets. The Chairman explained that the board members are your neighbors who live along side of you. He continued that only one person showed up for this year's budget meeting, the time when Town residents can exercise their rights. He wished that more residents would show up for those meeting. He stated that residents have good Plan Commission and Town Board members.

Motion by Supervisor Gamiño to deny Ordinance 22-19, Ordinance Amending the 2035 Comprehensive Development Plan for the Town of Lisbon, for the request of Jim Forester for the property owned by Riteway Bus LLC, for the property located at N95W23759 County Line Road, LSBT 0150.997, because the Land Use Plan should remain the same for this parcel, and recommendation to Waukesha County of the same. Seconded by Supervisor Beal because of the outcry from residents in the area. Motion carried, 5-0.

Ordinance 19-19, An Ordinance amending Chapter 11, Section 27 of the Town Zoning Code Related to the B-4 Commercial Special Use Zoning District, recommendation to Waukesha County of the same.

Dan, you saw Section 28 at the last meeting. Section 27 was worked on by staff and redrafted to still establish the needs of the plan commission but as an amend, not a repeal. Marc, what has changed? Originally the code granted a different authority to the JPC and we had cleaned up certain standards. It is the JPC authority of the B-4 zoning district. Too much authority was granted to the JPC. This change is for recommendation authority and not approval authority. Certain incompatible uses were also changed.

Motion by Chairman Osterman to approve Ordinance 19-19, An Ordinance amending Chapter 11, Section 27 of the Town Zoning Code Related to the B-4 Commercial Special Use Zoning District, recommendation to Waukesha County of the same. Seconded by Supervisor Moonen. Motion carried, 5-0.

Discussion and necessary action on request from David and Kim Meyer for a variance from the Town of Lisbon Fire Code, Section 34.20(e), regarding automatic sprinkler systems.

David Meyer stated he is looking for a variance from Section 34.20(e) of the Fire Code because of the cost of installing a sprinkler system. He stated he hopes the life safety systems bill appease the Fire Marshall. He initially wrote a letter stating he did not want to install a centralized alarm monitoring system but was unsure and revised his letter to only request a variance for the sprinkler system. He continued that he will include extra fire extinguishers, ingress and egress lighting and have exits at least 55 feet from where people will be exiting.

He also explained there is a 2 hour firewall between the lien to. He also took the initiative from the Plan Commission and put in a generator in case of bad weather. Mr. Meyer also stated he did some research into other wedding barns and has not come across any that have sprinkler systems. He also stated that 37% of fires start in kitchens and their facility does not have a kitchen.

Fire Chief Doug Brahm stated this item was passed at the Plan Commission level granting a Conditional Use for the use. He stated that under State code this type of use would require a sprinkler system. They are requesting a variance because of a clause that states existing buildings can apply for a temporary use and the local authorities may grant a variance for this type of temporary use. He continued that there was already an addition put on, but was unsure of the type of use they applied for this permit. If the new addition was built for the use they are proposing, it would have needed to be sprinkled. Mr. Brahm stated he understands the applicant may not be able to afford a sprinkler system with their business plan, but requires a monitor company who will call the fire department in the case of a fire. He stated there are high risks to these types of buildings and they need to install a compliant alarm system and everything else that was laid out by the Fire Marshall. He also expressed concerns with the temporary use that would need to be renewed annually. The use cannot be transferable to new owners and would need to be conditions for 180 day use. He continued that the ISO rating has been reduced over the years from a 7 to a 4 and does not want to increase this number. Mr. Brahm explained that ISO ratings reflect on resident's insurance rates. He stated that one wedding barn probably will not be a factor but if the Board starts allowing more of these, it may be an issue down the road. He mentioned that State approved plans have to be approved by the Fire Inspector along with all other items on the list submitted by the Fire Marshall.

Supervisor Beal questioned if a fire were to happen and the Town allowed the variance, if the Town would be liable. The Fire Chief stated the State did not want to be the one to grant it, so it gave the local authority the discretion to approve or deny the variance. Mr. Meyer stated their consultant stated it is the responsibility of the business owner. Supervisor Moonen asked if the points outlined by the Fire Marshall create enough of a safety replacement. The Fire Chief stated that would have to do everything noted by the Mr. Mertens. Supervisor Beal asked how many people the barn would hold in which the applicant stated 150. Supervisor Gamiño questioned why the pulled an agricultural permit to build the addition. The applicant explained they had planned to start an Amish furniture store; however, the State was going to require over \$300,000 in road improvements for turn lanes.

The Fire Chief explained that if the Board decides to grant the variance, it should be conditioned that they would need to reapply every year. He also brought up the idea of allowing the use for a few years to possibly getting the building sprinkled in the future. Mr. Meyer stated he cannot see his business being run this way where they would have to come back every year. Chairman Osterman questioned this use being "temporary". Planner Lindstrom explained that the applicant has been approved for an unspecified conditional use from a land use standpoint and the Board has already granted conditions with the use. He stated this item should focus primarily on the fire protection discussion. On another note, he mentioned the Town does reserve the right to annually review their conditional use for compliance reasons. The Fire Chief stated that the State clause it states the temporary use is only good for 180 days. It does not mention 180 days every year. In this case, the Board is not waiving their own code, but the State is allowing the Board to waive their code.

Mr. Meyer questioned why Casey's General Market was not required to sprinkle as well as all three golf course clubhouses. The Fire Chief explained that Casey's was not required to be sprinkled except for their oven hood which they have installed. The golf course clubhouses were built before we adopted the fire code, so they were grandfathered in. Mr. Meyer also questioned the requirement of a conditional exhaust air system. Chief Brahm explained that they need State approved plans and this will be a requirement because there need to be air changes in the building. Chairman Osterman stated the items listed by the Fire Marshall should be reviewed at a different time, but not at the Board level.

Administrator Gresch stated she will check with the insurance company to see what the Town's liability would be if they approved the variance. Supervisor Plotecher stated she was in favor of granting the waiver. Supervisor Moonen stated he would be in favor as well. Supervisor Gamiño stated she struggles with approving this until the Fire Inspector sees State approved plans and once we find out what the liability is for the Town. The applicant explained that once they received the variance they would look spending the money for State approved plans, but did not want to spend a lot of money for something that might not get approved.

Chairman Osterman stated the Board would like to see more information on this and would not be in favor of voting yes tonight. There are questions that need to be answered before moving forward. Administrator Gresch explained that the Board needs to approve this as well as the Fire Inspector and the Building Inspector. She explained that some of these issues could have been resolved if the applicant submitted plans when the Fire Chief asked for them. Ms. Meyer stated there has been a repeat of misinformation and they had attempted to reach out to the Fire Marshall on several occasions. Chairman Osterman stated that everyone needs to get on the same page before they bring this forward next month. The Fire Chief stated he is willing to work with the applicant if the Town Board agrees to grant the variance. They agreed to postpone this item to a January Town Board meeting.

Motion by Supervisor Moonen to postpone the request from David and Kim Meyer for a variance from the Town of Lisbon Fire Code, Section 34.20(e), regarding automatic sprinkler systems to the January 13, 2020 meeting. Seconded by Supervisor Gamiño. Motion carried, 5-0.

Discussion and necessary action to direct the Park Director to purchase a new John Deere 1600 Turbo Series III 11ft mower from Mid-State Equipment not to exceed \$67,800.

Parks Director John Greiten explained that John Deere came in the cheapest. This price is for a 2019 mower and he is looking for approve so we can express an intent to buy it as there are two other parties interested in purchasing. The not to exceed cost was increased a couple hundred dollars for the cost of logos, lights and a radio.

Motion by Supervisor Gamiño to direct the Park Director to purchase a new John Deere 1600 Turbo Series III 11ft mower from Mid-State Equipment not to exceed \$67,800. Seconded by Supervisor Beal. Motion carried, 5-0.

Discussion and necessary action to direct the Public Works Director to purchase new Case 721G XR Wheel Loader from Miller Bradford Risberg at a price not to exceed \$203,845.

Public Works Director Joe DeStefano explained they budgeted \$204,000 for this item. He explained there were three quotes that came in that were really close. He add an extra month of warrantee which he thought made sense. This includes a wide fender kit and a quick connect for a bucket. Mr. DeStefano stated they may come in eve less that the proposed amount but wanted to be on the safe side. He will be selling their old loader and he is confident they will get \$60,000 to \$90,000 which will go to the general fund.

Motion by Supervisor Moonen to direct the Public Works Director to purchase new Case 721G XR Wheel Loader from Miller Bradford Risberg at a price not to exceed \$204,000. Seconded by Chairman Osterman. Motion carried, 5-0.

Discussion and necessary action to approve Kunkel Engineering to provide engineering services for the 2020 Pavement Resurfacing Program.

Public Works Director Joe DeStefano stated normally they would see this cost in the total project cost, but they are pulling this out and having Kunkel do the engineering services for \$55,000.

Motion by Chairman Osterman to approve Kunkel Engineering to provide engineering services for the 2020 Pavement Resurfacing Program not to exceed \$55,500. Seconded by Supervisor Beal. Motion carried, 5-0.

Discussion and necessary action on the Proposed 2020 Pavement Resurfacing Program Plan.

Public Works Director Joe DeStefano explained the Board talked about these roads at the budget workshop. They have money in the sinking fund for these projects. He explained they can put these out to bid and if things come back close or over budget they can put these back out to bid later.

Motion by Supervisor Plotecher to approve the 2020 Pavement Resurfacing Program Plan. Seconded by Supervisor Moonen. Motion carried, 5-0.

Discussion and necessary action on the recommendations from Plan Commission and Lisbon-Merton JPC the request from Neumann Companies, for the Preserve at Harvest Ridge Final Plat and recommendation to Waukesha County of the same.

Planner Lindstrom stated the applicant was present for questions. He explained this is a phased development with the first phase encompassing lots 1-26. He stated from an overall standpoint there are a few small technical issues. The final plat was approved by the Lisbon/Merton Joint Plan Committee on December 5th with another phase to follow. The Town has crafted the Developer's Agreement to meet the Town's standards, specifically to accommodate the parade of homes lots (8-18). The road infrastructure needs to be completed and they have started the first section of Phase I for the Parade of Homes lots. Planner Lindstrom explained there is a conditional use granted to the property to the northeast to operate a black powder range. Waukesha County recommends that if the Town wants to move forward with this development, it is contingent on a solution to this range before the approval of Phase II. He recommends this being in the motion if there is a motion for approval. The planner explained the applicant will need to correct some directions and bearings and there are some smaller technical corrections to be made. This will also be contingent on attorney's final draft of the developer's agreement being finalized. There will need to be separate discussions on berming standards in the landscape plan. Anything above a 3 feet grade will need to be approved separately.

Motion by Chairman Osterman to approve the request from Neumann Companies, for the Preserve at Harvest Ridge Final Plat subject to the adjacent property's Conditional Use for a gun range be reviewed by the Town prior to beginning Phase II of the development, that the Town Planner, Town Engineer and Waukesha County's technical plat revisions be made and reviewed by the same, and recommendation to Waukesha County of the same. Seconded by Supervisor Gamiño. Motion carried, 5-0.

Adjournment.

Motion by Supervisor Gamiño to adjourn the Monday, December 9, 2019 Town Board of Supervisors meeting at 9:45 PM. Seconded by Supervisor Beal. Motion carried, 5-0.

Respectfully submitted,

Dan Green, WCMC/CMC
Town Clerk

STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

RESOLUTION 01-20

RESOLUTION APPROVING LAKE COUNTRY MUNICIPAL COURT BUDGET

WHEREAS, the Intermunicipal Agreement for the operation of the Lake Country Municipal Court requires formation of an annual budget no later than the 1st day of September and approval of said budget by governing bodies of member municipalities; and

WHEREAS, the Court Administrative Committee, Court personnel and the Municipal Court Judge have formulated a budget for 2020 which has estimated revenues of \$363,401 and anticipated expenditures of \$357,717; and

THEREFORE, BE IT RESOLVED, that the attached Municipal Court budget for 2020 be approved.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 13th day of January, 2020.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: _____
JOSEPH OSTERMAN, Chairman

BY: _____
TEDIA GAMIÑO, Supervisor

BY: _____
MARC MOONEN, Supervisor

BY: _____
LINDA BEAL, Supervisor

BY: _____
REBECCA PLOTECHER, Supervisor

ATTEST:

BY: _____
Rick Goeckner, MMC
Interim Town Clerk



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ADVANCED DISPOSAL SERVICES						
13	ADVANCED DISPOSAL SERVIC	DEC 2019	GARBAGE & RECYC COLLECTION	12/30/2019	67,545.12	10-546-530-4810 CONTRACT SVCS - REFUSE COLLECT
Total ADVANCED DISPOSAL SERVICES:					67,545.12	
AIR ONE EQUIPMENT INC						
23	AIR ONE EQUIPMENT INC	151890	6 OF 50FT LENGTHS FIRE HOSE	12/31/2019	651.00	70-522-570-8100 EQUIPMENT - FIRE DEPT
Total AIR ONE EQUIPMENT INC:					651.00	
AMERICAN PUBLIC WORKS ASSOCIATION						
2648	AMERICAN PUBLIC WORKS AS	828034 ID	APWA 2020 DUES	12/04/2019	223.00	10-533-530-4100 DUES/FEES/SUBS - HIGHWAY
Total AMERICAN PUBLIC WORKS ASSOCIATION:					223.00	
AUSBLICK INC.						
1302	AUSBLICK INC.	BOND	SURETY BOND RELEASE	01/02/2020	16,500.00	10-200-230-2000 SURETY
Total AUSBLICK INC.:					16,500.00	
BARBARA DASSOW						
2645	BARBARA DASSOW	DEC 19	MERTON HEARING COURT REPORTE	12/22/2019	510.00	10-511-530-8000 INCORPORATION EFFORTS
2645	BARBARA DASSOW	DEC 2019	LANNON HEARING COURT REPORTE	12/30/2019	510.00	10-511-530-8000 INCORPORATION EFFORTS
Total BARBARA DASSOW:					1,020.00	
BOUND TREE MEDICAL LLC						
130	BOUND TREE MEDICAL LLC	83450362	MISC MEDICAL SUPPLIES AMBO	12/19/2019	720.95	10-523-530-3860 MEDICAL SUPPLIES - AMBO
130	BOUND TREE MEDICAL LLC	83458014	RESCUE BAG	12/30/2019	149.99	10-523-530-3860 MEDICAL SUPPLIES - AMBO
Total BOUND TREE MEDICAL LLC:					870.94	
CIVIC SYSTEMS LLC						
180	CIVIC SYSTEMS LLC	CVC18680	CIVIC SYSTEMS HOSTING 6 MONTHS	12/30/2019	5,558.00	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total CIVIC SYSTEMS LLC:					5,558.00	
COMMUNITY MEMORIAL HOSPITAL						
193	COMMUNITY MEMORIAL HOSPI	1231	FENTANYL & KETAMINE	12/31/2019	142.85	10-523-530-3860 MEDICAL SUPPLIES - AMBO

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total COMMUNITY MEMORIAL HOSPITAL:					142.85	
COREY OIL LTD						
205	COREY OIL LTD	157046	55 GAL OIL & 2 CASES 50:1 MIX GAS	01/02/2020	745.86	10-533-530-3700 GAS/OIL/GREASE - HIGHWAY
Total COREY OIL LTD:					745.86	
CTACCESS						
2647	CTACCESS	123019	LASERFICHE	12/30/2019	4,465.00	10-563-530-3200 ZONING HUB
2647	CTACCESS	123019	LASERFICHE	12/30/2019	3,178.17	70-516-570-8000 BLDG IMPROVEMENTS - TOWN HALL
Total CTACCESS:					7,643.17	
DEMAND & PRECISION PARTS CO						
236	DEMAND & PRECISION PARTS	49047	HOCKEY GOALS W/ NETS	12/30/2019	880.00	10-552-530-3130 SPORTS FIELDS SUPPLIES - PARKS
Total DEMAND & PRECISION PARTS CO:					880.00	
DIETRICH VANDERWAAL, S.C.						
2651	DIETRICH VANDERWAAL, S.C.	1691	BA REVIEW BY VANDERWAAL	01/03/2020	900.00	10-511-530-8000 INCORPORATION EFFORTS
Total DIETRICH VANDERWAAL, S.C.:					900.00	
FALLS AUTO PARTS & SUPPLIES						
307	FALLS AUTO PARTS & SUPPLIE	593380	AIR HOSE FERRELS	12/27/2019	2.45	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
307	FALLS AUTO PARTS & SUPPLIE	593577	WEATHERPK CONNECT & CLMPS - PL	01/03/2019	80.83	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
307	FALLS AUTO PARTS & SUPPLIE	593581	SHOP TOOLS - SHORTPY NOTAX \$97.	01/03/2019	97.93	10-533-530-3150 SHOP TOOLS - HIGHWAY
307	FALLS AUTO PARTS & SUPPLIE	593610	FILTERS TRK#18	01/03/2020	110.95	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
Total FALLS AUTO PARTS & SUPPLIES:					292.16	
GROTA APPRAISALS LLC						
405	GROTA APPRAISALS LLC	JAN 2020	ANNUAL ASSESSMENT WORK - JAN 2	12/31/2019	2,675.00	10-515-530-4400 CONTRACTED SERVICES - ASSESSOR
Total GROTA APPRAISALS LLC:					2,675.00	
ITU ABSORB TECH INC.						
469	ITU ABSORB TECH INC.	7391049	MATS & RUGS TOWN HALL	01/06/2020	72.72	10-516-530-4400 CONTRACTED SVS -TOWN HALL

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total ITU ABSORB TECH INC.:					72.72	
JX ENTERPRISES INC.						
499	JX ENTERPRISES INC.	1295283P	V BAND CLAMP TRK#4	01/03/2020	14.69	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
Total JX ENTERPRISES INC.:					14.69	
KUNKEL ENGINEERING GROUP						
370	KUNKEL ENGINEERING GROUP	0239011	BRIOHN & WIKOFF MTG	12/16/2019	250.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0239011	PRSRV HRVST RDG INSPEC & COMM	12/16/2019	4,726.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0239011	MS4 COMPLIANCE	12/16/2019	550.00	90-563-530-4400 ENGINEERING CONSULTANT - SW
370	KUNKEL ENGINEERING GROUP	0239011	WNDR WELL RSRCH	12/16/2019	620.00	65-561-530-2100 TID #1 - ATTORNEY
370	KUNKEL ENGINEERING GROUP	0239011	PC MTG ATTENDANCE	12/16/2019	375.00	10-563-530-4375 ENGINEER - PC - NON-REIMB
370	KUNKEL ENGINEERING GROUP	0239126	LAKE FIVE PATH GRANT WORK	12/18/2019	1,007.50	70-552-570-8200 SITE IMPROVEMENT/ MEMORIAL
370	KUNKEL ENGINEERING GROUP	0239129	TID #1 ENG GRANT WORK	12/18/2019	855.00	65-561-530-3100 TID #1 - ENGINEERING
370	KUNKEL ENGINEERING GROUP	0239137	TID #1 ENGINEERING	12/18/2019	25,005.00	65-561-530-3100 TID #1 - ENGINEERING
Total KUNKEL ENGINEERING GROUP:					33,388.50	
LANSER PUBLIC AFFAIRS, LLC						
2615	LANSER PUBLIC AFFAIRS, LLC	JAN 2020	LANSER PUBLIC AFFAIRS MONTHLY	01/13/2020	1,000.00	10-511-530-8000 INCORPORATION EFFORTS
Total LANSER PUBLIC AFFAIRS, LLC:					1,000.00	
MERRY MAIDS						
612	MERRY MAIDS	72079959/60	CLEANING - DEC	01/03/2020	218.00	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total MERRY MAIDS:					218.00	
NEW VISION HOMES LLC						
676	NEW VISION HOMES LLC	DEC 2019	RICHMOND TRAIN CNTR CONSTRUC	12/19/2019	12,849.24	70-522-570-8000 BUILDING IMPROVEMENTS - FIRE
Total NEW VISION HOMES LLC:					12,849.24	
NICHOLAS WILICHOWSKI						
2646	NICHOLAS WILICHOWSKI	REIMB 2019	SAFETY ALLOWANCE REIMB	12/30/2019	100.00	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
Total NICHOLAS WILICHOWSKI:					100.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
OFFICE COPYING EQUIPMENT LTD						
686	OFFICE COPYING EQUIPMENT	AR103599	FD-COPIER LEASE-RICHMOND-NOV	12/31/2019	86.36	10-522-530-4400 CONTRACTED SERVICES - FD
686	OFFICE COPYING EQUIPMENT	AR103600	FD-COPIER LEASE-GOOD HOPE-NOV	12/31/2019	1.46	10-522-530-4400 CONTRACTED SERVICES - FD
Total OFFICE COPYING EQUIPMENT LTD:					87.82	
ONE CLICK COMPUTERS						
693	ONE CLICK COMPUTERS	98972	IT UPGRADES	12/12/2019	15,167.68	70-516-570-8000 BLDG IMPROVEMENTS - TOWN HALL
Total ONE CLICK COMPUTERS:					15,167.68	
PREMIER BLDG INSPECTIONS LLC						
745	PREMIER BLDG INSPECTIONS	DEC 2019	DEC CONTRACT BLDG INSPECT	12/31/2019	9,421.99	10-524-530-4400 CONTRACTED SVCS - BLDG INSP
745	PREMIER BLDG INSPECTIONS	DEC 2019	MEETING/ENFORCEMENT	12/31/2019	75.00	10-524-530-4500 MTGS & ENFORCEMENT - BLDG INSP
745	PREMIER BLDG INSPECTIONS	DEC 2019	REINSPECTION FEES	12/31/2019	120.00	10-200-230-1000 SPECIAL DEPOSITS
Total PREMIER BLDG INSPECTIONS LLC:					9,616.99	
RANDALL STEFFEN						
871	RANDALL STEFFEN	2020	STEFFEN HEALTH INS - LAST YR	01/01/2020	907.21	10-533-520-2350 HEALTH INS PAYOUT - STEFFAN
Total RANDALL STEFFEN:					907.21	
SHAWN'S DEER PICK UP						
837	SHAWN'S DEER PICK UP	DEC	DEER REMOVAL - KRIS, LENORE, MO	01/02/2020	260.00	10-533-530-4400 CONTRACTED SERVICES - HIGHWAY
Total SHAWN'S DEER PICK UP:					260.00	
SUSSEX ACE HARDWARE						
7	SUSSEX ACE HARDWARE	189746	LAUNDRY SOAP	12/23/2019	13.49	10-522-530-3100 SUPPLIES - FD
7	SUSSEX ACE HARDWARE	189864	LAG SCREWS	01/04/2020	10.96	10-522-530-3100 SUPPLIES - FD
Total SUSSEX ACE HARDWARE:					24.45	
UNIFIRST CORPORATION						
2349	UNIFIRST CORPORATION	096 1106824	DPW UNIFORMS & MATS	12/23/2019	76.85	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
2349	UNIFIRST CORPORATION	096 1107867	DPW UNIFORMS & MATS	12/30/2019	76.85	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
2349	UNIFIRST CORPORATION	096 1109029	DPW UNIFORMS & MATS	01/06/2020	76.85	10-533-530-3630 UNIFORMS/MATS - HIGHWAY

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total UNIFIRST CORPORATION:					230.55	
US POSTMASTER						
2650	US POSTMASTER	DEC 2019	ELECTION POSTCARD POSTAGE	12/31/2019	342.94	10-513-530-3100 SUPPLIES - ELECTION
Total US POSTMASTER:					342.94	
VILLAGE OF SUSSEX						
2376	VILLAGE OF SUSSEX	5045	MONTHLY TICKET PROCESSING	01/06/2020	567.30	10-521-530-4410 TICKET PROCESSING - SUSSEX
Total VILLAGE OF SUSSEX:					567.30	
WAUKESHA COUNTY PUBLIC WORKS ASSOC						
2649	WAUKESHA COUNTY PUBLIC W	2020	WCPWA 2020 DUES	01/03/2020	140.00	10-533-530-4100 DUES/FEES/SUBS - HIGHWAY
Total WAUKESHA COUNTY PUBLIC WORKS ASSOC:					140.00	
WAUKESHA COUNTY TREASURER						
2390	WAUKESHA COUNTY TREASUR	2020-0000001	TRUNKED RADIO COST	01/01/2020	2,913.00	80-580-581-9000 COUNTY TRUNK SYSTEM-PRINCIPAL
2390	WAUKESHA COUNTY TREASUR	2020-0000001	TR OPERATING COST	01/01/2020	980.00	10-522-530-5420 RADIO MAINTENANCE - FD
Total WAUKESHA COUNTY TREASURER:					3,893.00	
Grand Totals:					184,528.19	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
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Dated: _____

Chairman: _____

Board Member #1: _____

Board Member #2: _____

Board Member #3: _____

Board Member #4: _____

TOP 5 EXPENDITURES

\$67,545.12	ADVANCED DISPOSAL: DEC Garbage & Recycling Collection
\$33,388.50	KUNKEL ENGINEERING: Harvest Ridge Inspect/Comm, Lake Five Path Grant, TID#1
\$16,500.00	AUSBLICK INC.: Surety Bond Release
\$15,167.68	ONE CLICK COMPUTERS: RAM, Server & Comp Upgrades, Switches/Routers
\$12,849.24	NEW VISION HOMES LLC: Richmond Training Center Construction

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.



TOWN OF LISBON
W234 N8676 Woodside Rd.
Lisbon, WI 53089

Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures and elections from **January 14, 2020 through February 14, 2020** at the Town Hall, W234N8676 Woodside Road, unless indicated otherwise.

15	JAN, WED	●	6:30 – 8:30pm	Sanitary District - 6:30 PM Town Hall
19	JAN, SUN	●	6:30 – 7:30pm	Park Committee - 6:30PM Richard Jung Memorial Fire Station
20	JAN, MON	●	6:30 – 7:30pm	Park Committee - 6:30PM Richard Jung Memorial Fire Station
26	JAN, SUN	●	6:30 – 8:30pm	Supervisor's Office Hours - 6PM followed by Town Board - 6:30PM Town Hall
27	JAN, MON	●	6:30 – 8:30pm	Supervisor's Office Hours - 6PM followed by Town Board - 6:30PM Town Hall
10	FEB, MON	●	6:30 – 8:30pm	Supervisor's Office Hours - 6PM followed by Town Board - 6:30PM Town Hall
13	FEB, THU	●	8:30am – 5pm	Open to 5PM for AB Voting Town Hall
		●	6:30 – 9pm	Plan Commission - 6:30PM Town Hall
14	FEB, FRI	●	8:30am – 5pm	Open to 5PM for AB Voting Town Hall

Sincerely,

Rick Goeckner, MMC
Town of Lisbon Interim Clerk

NOTICE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meetings to gather information: no action will be taken by any governmental body at the above-stated meetings other than the governmental body specifically referred to above in this notice. (All meetings are subject to change or cancellation)

2019 Year In Review

prepared for

Town of Lisbon, Waukesha County

prepared by

**Grota Appraisals, LLC
N88 W16573 Main St
Menomonee Falls, WI 53051
(262)253-1142**

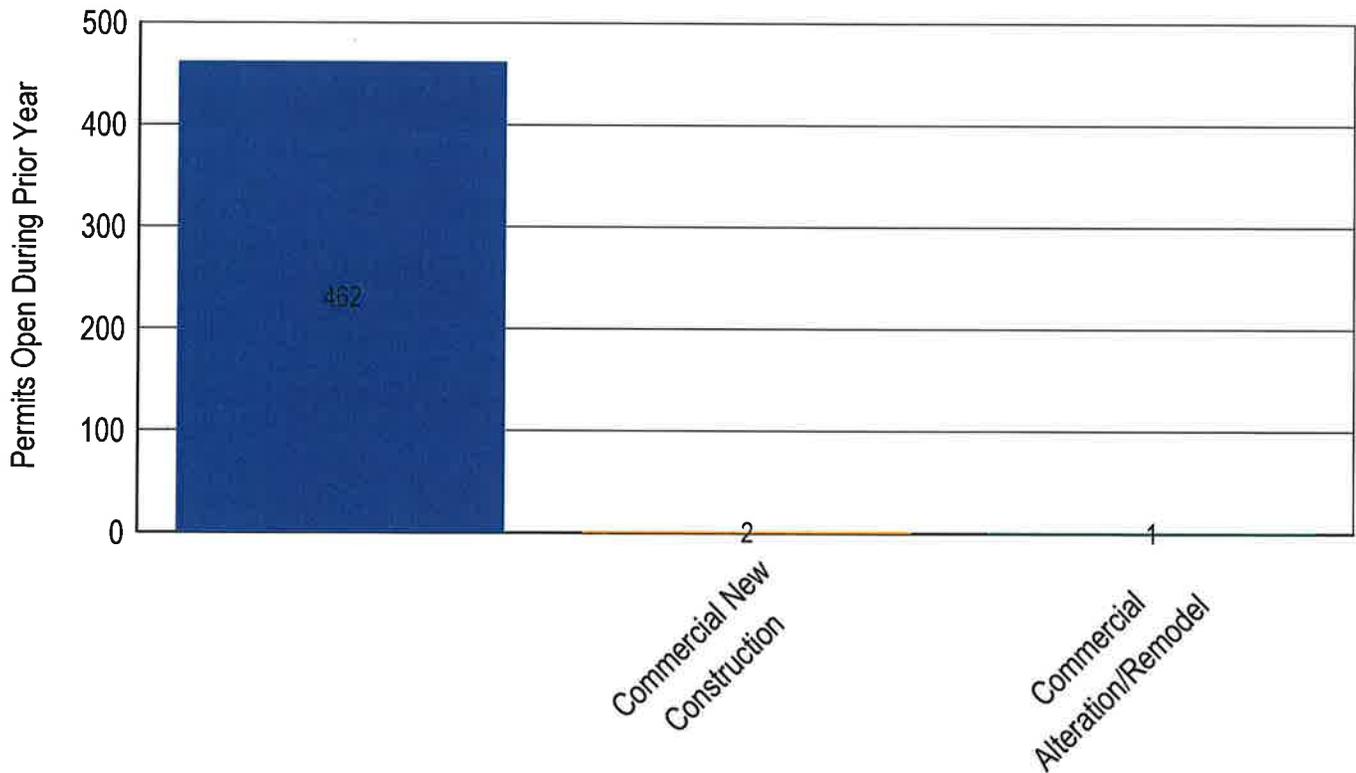
date prepared

November 20, 2019

Summary of Work Done

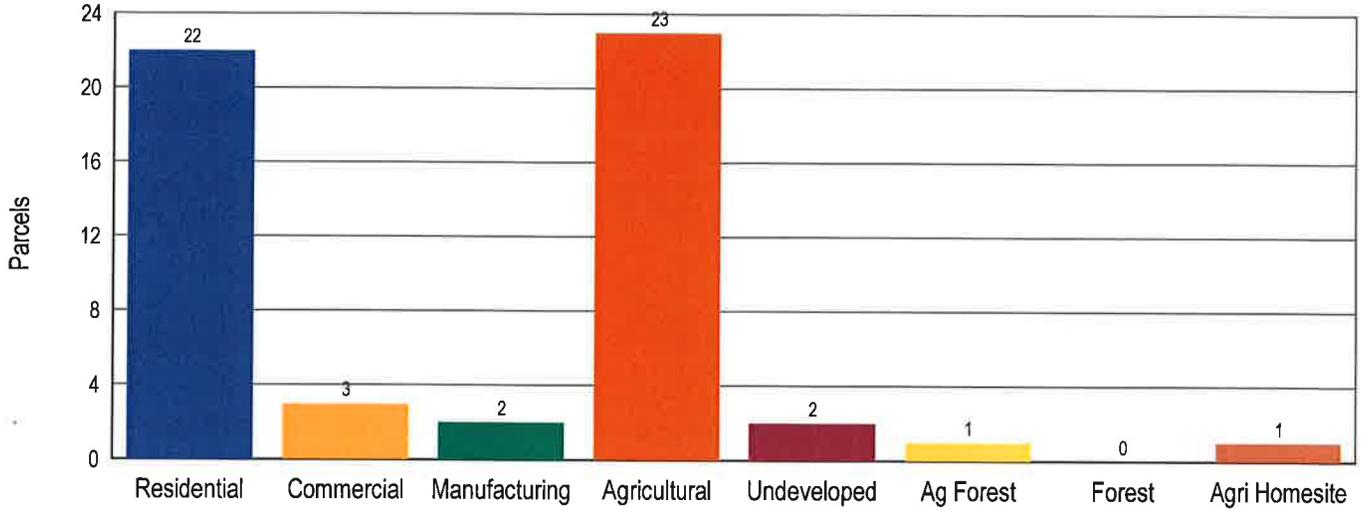
Action Item	# of Times Completed
Other onsite visit	37
Letter sent	526
In Office Review	45
Ag use verification	116
Open Book Appointment	3
Property info estimated	14
Respond to taxpayer phone call	3
Review RFPR	1
Sale Review	4
Full inspection	15
Building permits fielded	465
Properties split	3
Property values changed	264
Sales entered/validated	329

Building Permit Activity that Affected Property Values

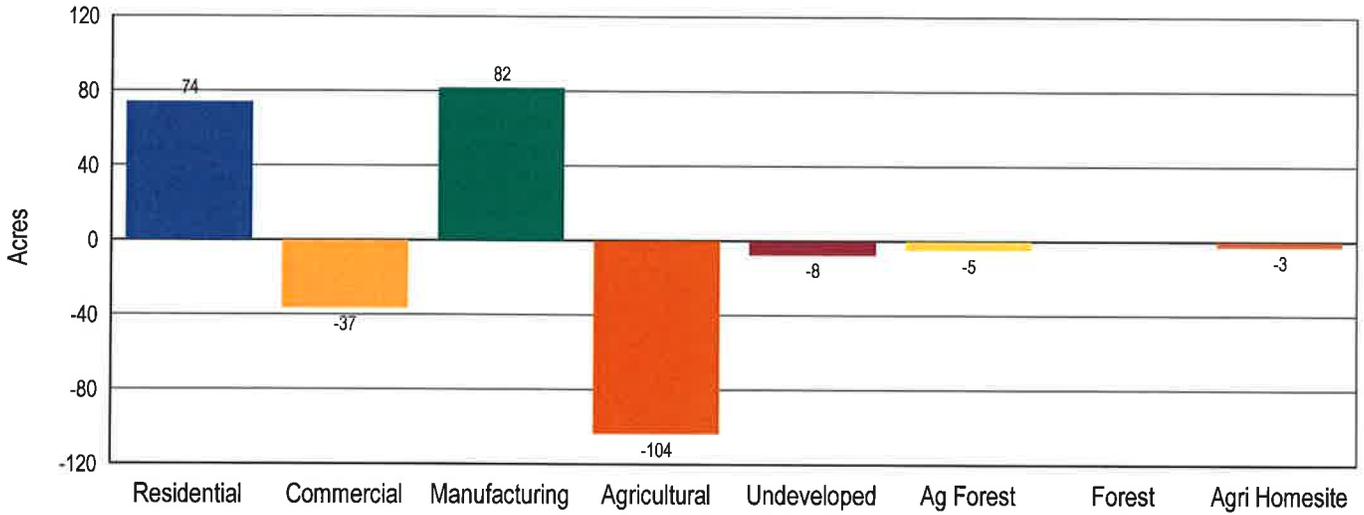


Shifts in Classification

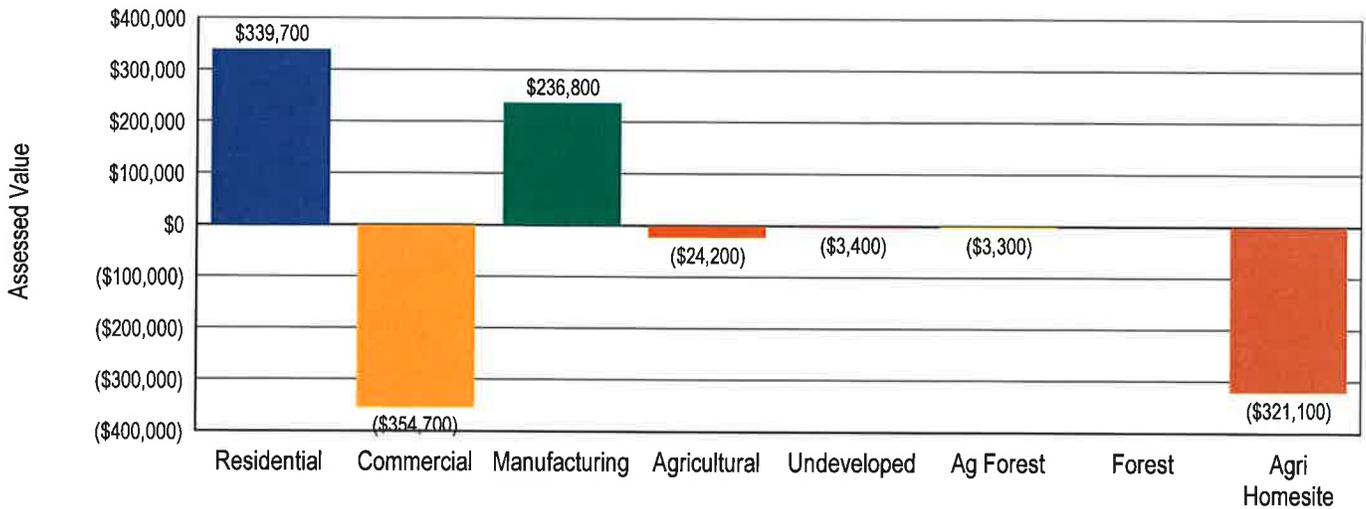
Parcels Affected



Acres Transferred

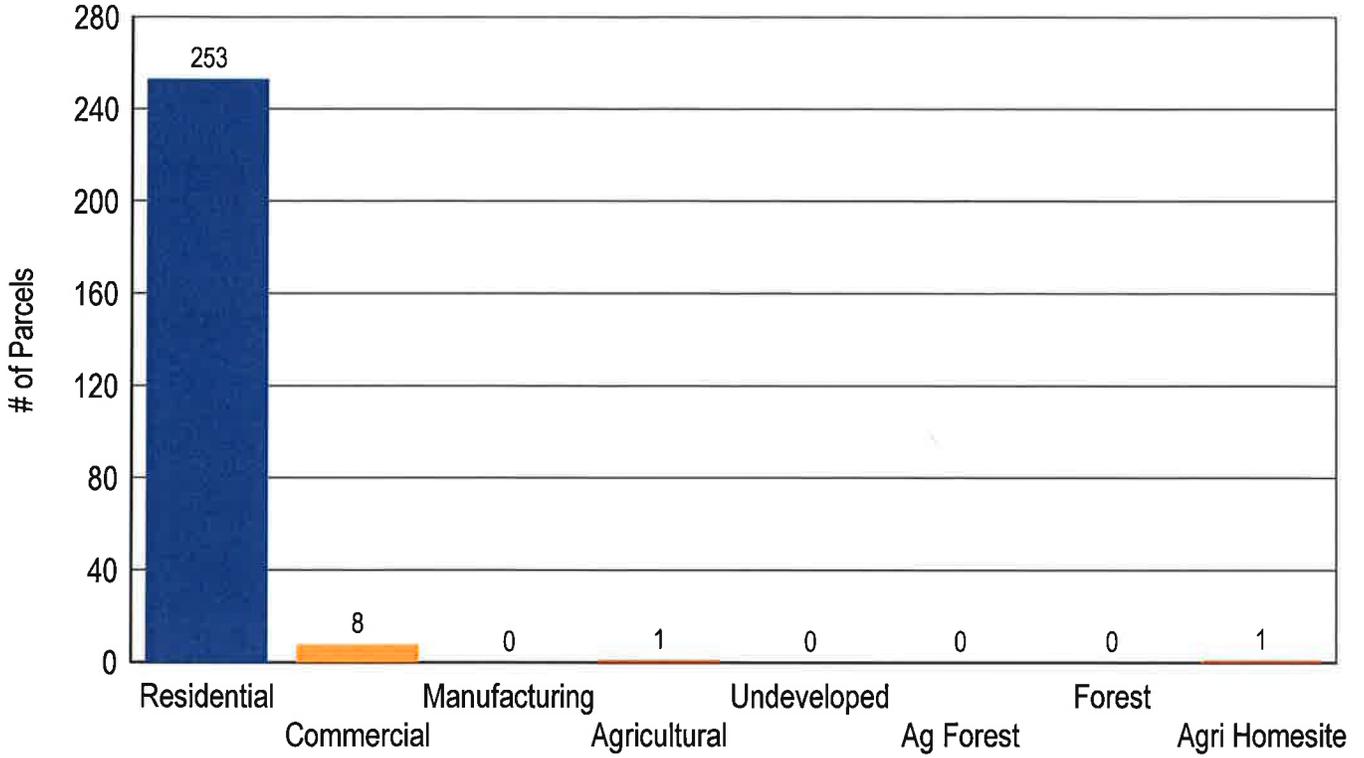


Assessed Value Transferred

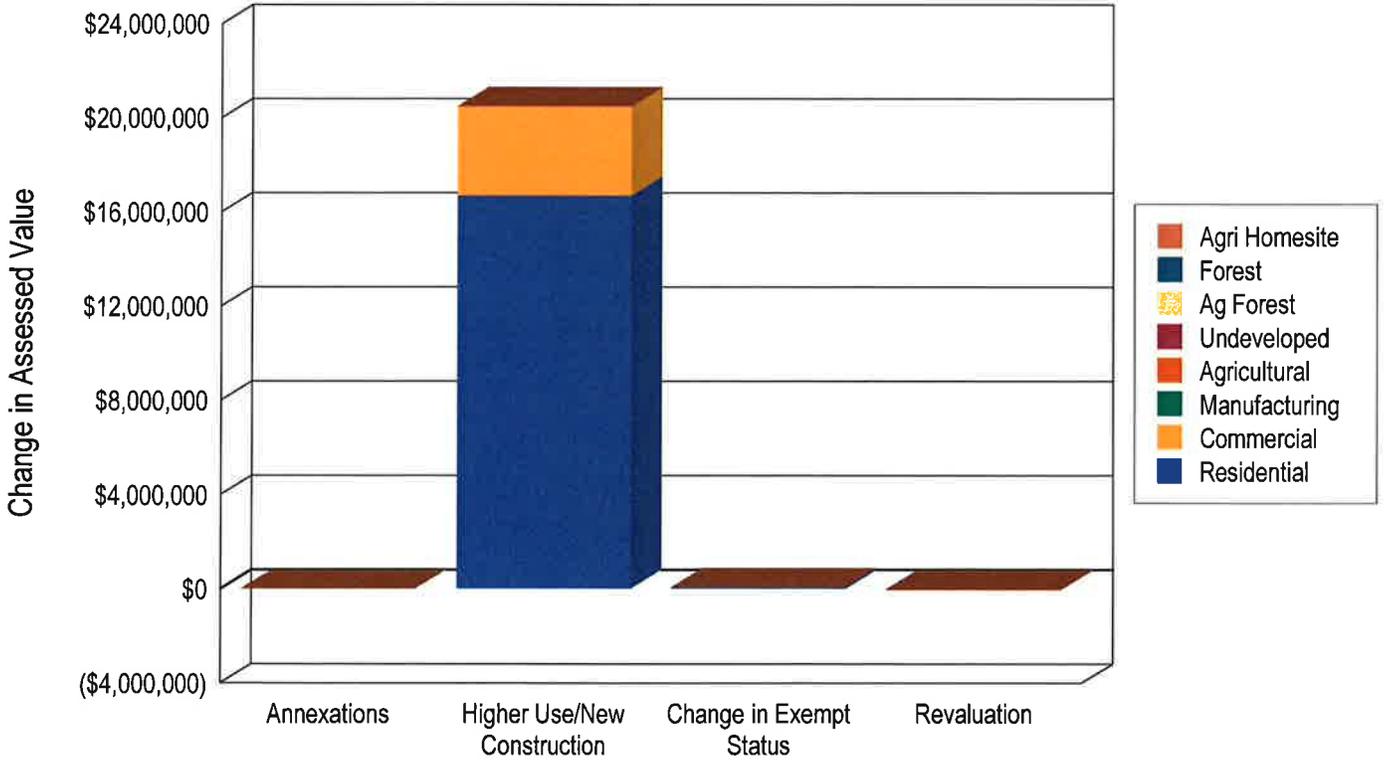


Changes in Assessed Value

Number of Parcels Whose Value Changed

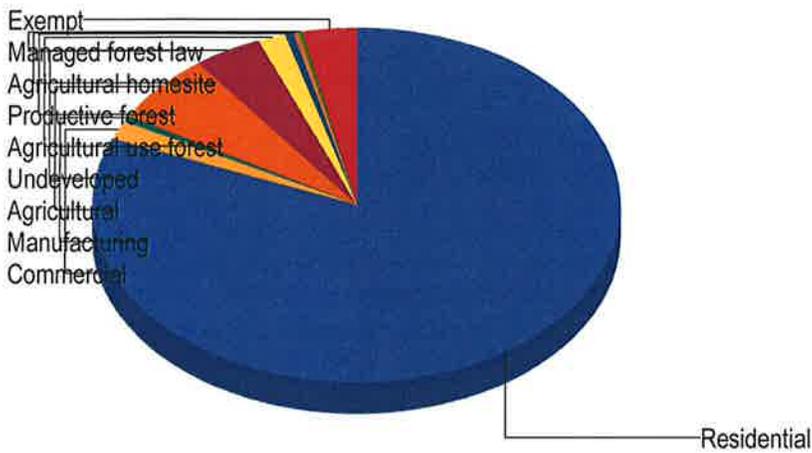


Reasons For Change



Summary of all Real Estate

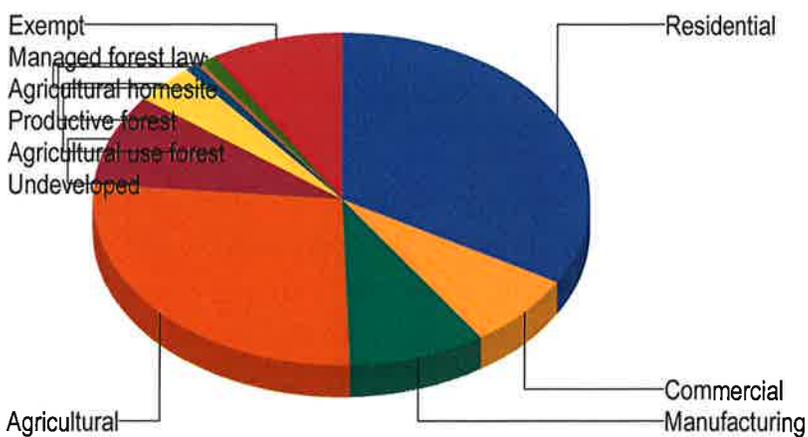
Parcel Counts



Residential	3,705	81.1%
Commercial	84	1.8%
Manufacturing	25	0.5%
Agricultural	288	6.3%
Undeveloped	192	4.2%
Agricultural use forest	77	1.7%
Productive forest	19	0.4%
Agricultural homesite	16	0.4%
Managed forest law	10	0.2%
Exempt	154	3.4%
Total:	4,570	100.0%

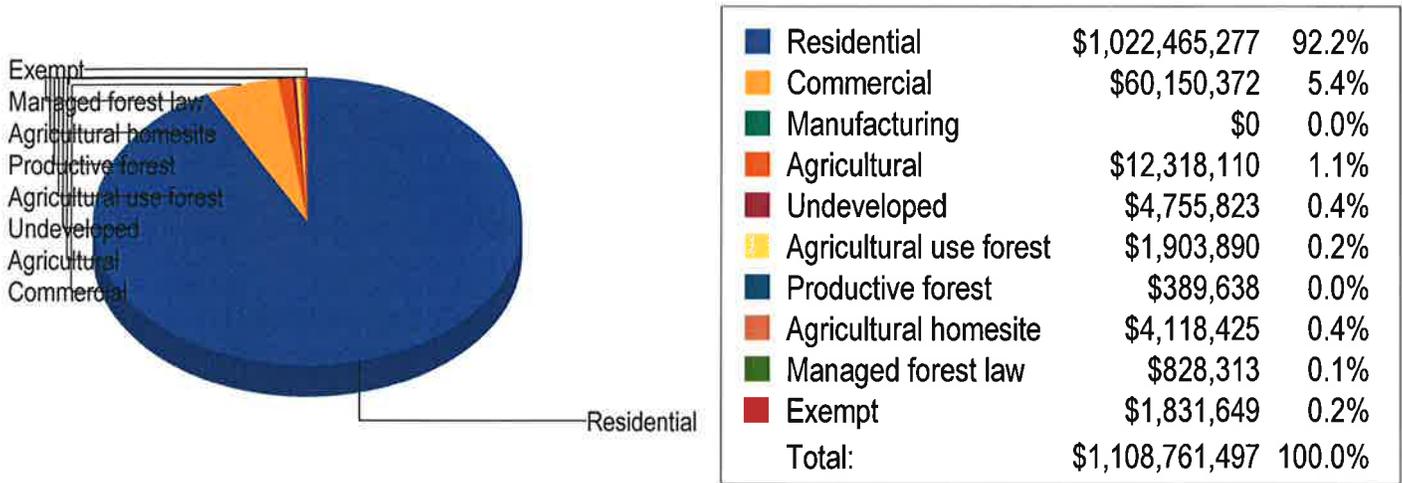
* Total parcel count shown in legend may not equal the actual number of properties in the municipality because a single property can have land or improvements in more than one tax class.

Acreage

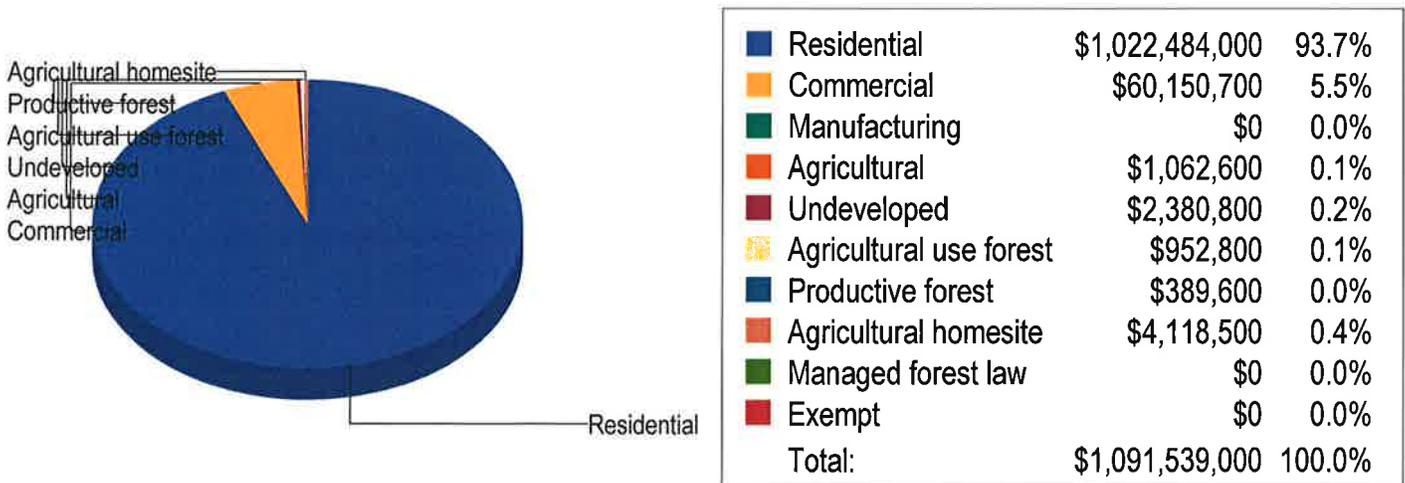


Residential	5,479	33.3%
Commercial	1,194	7.3%
Manufacturing	1,467	8.9%
Agricultural	4,450	27.0%
Undeveloped	1,435	8.7%
Agricultural use forest	645	3.9%
Productive forest	136	0.8%
Agricultural homesite	50	0.3%
Managed forest law	190	1.2%
Exempt	1,412	8.6%
Total:	16,458	100.0%

Total Market Value



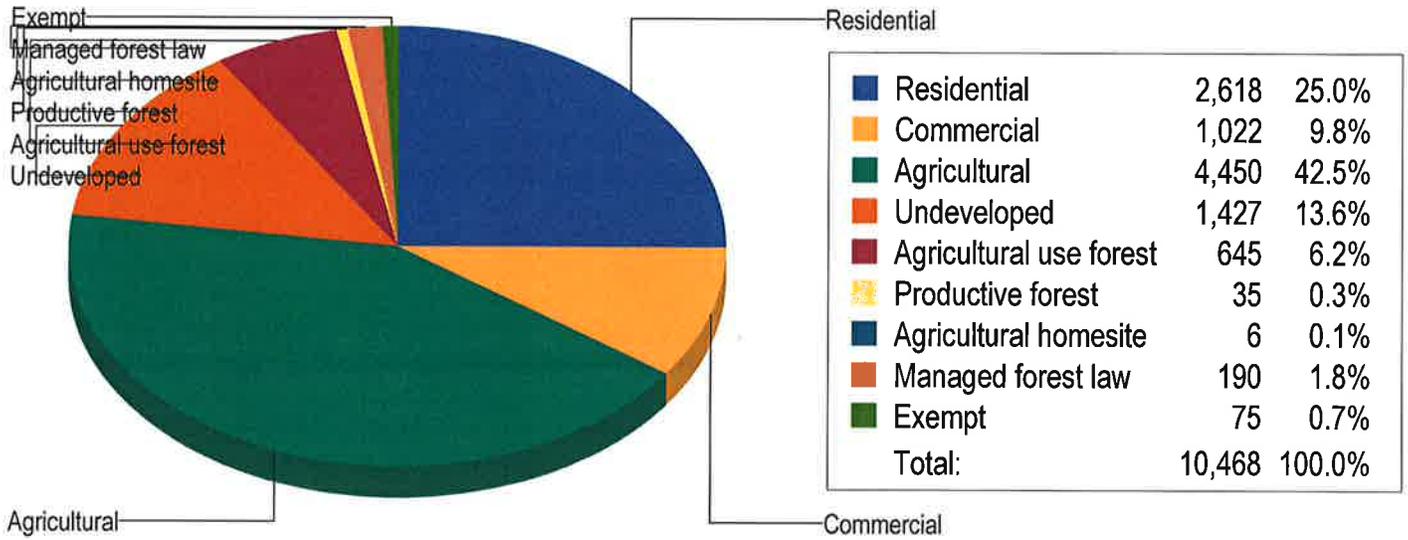
Total Assessed Value



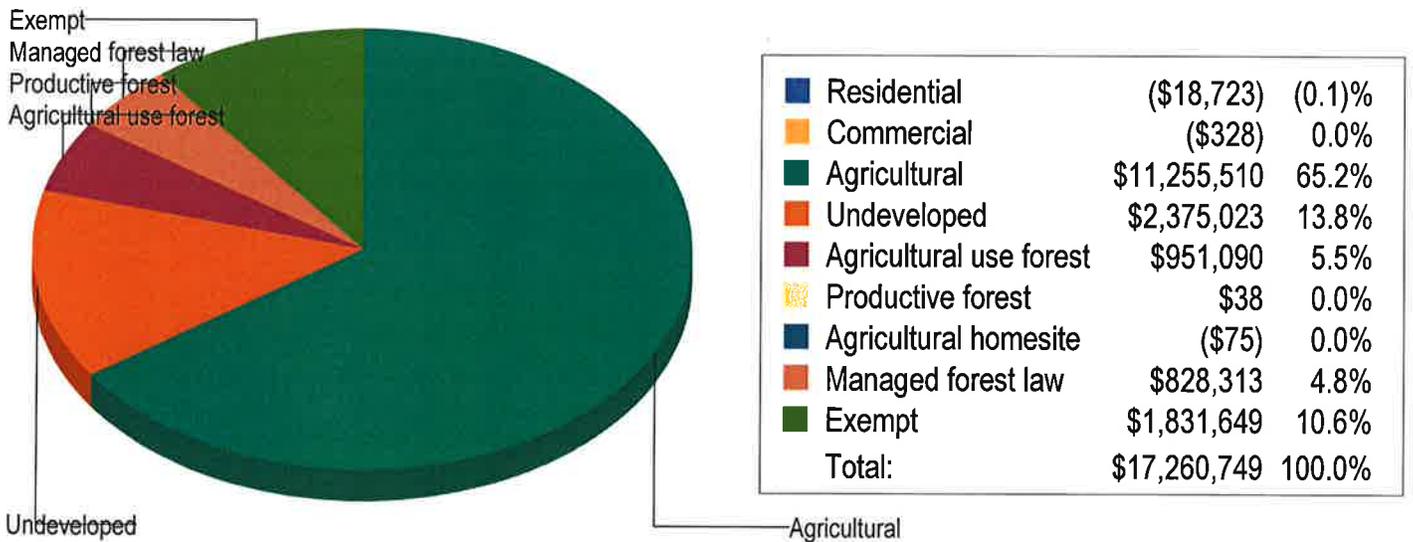
Reductions in Land Value for Tax Assessment Purposes

Not all land is assessed at full market value. The following is a summary of the acres and values reduced.

Number of Acres Whose Value was Reduced

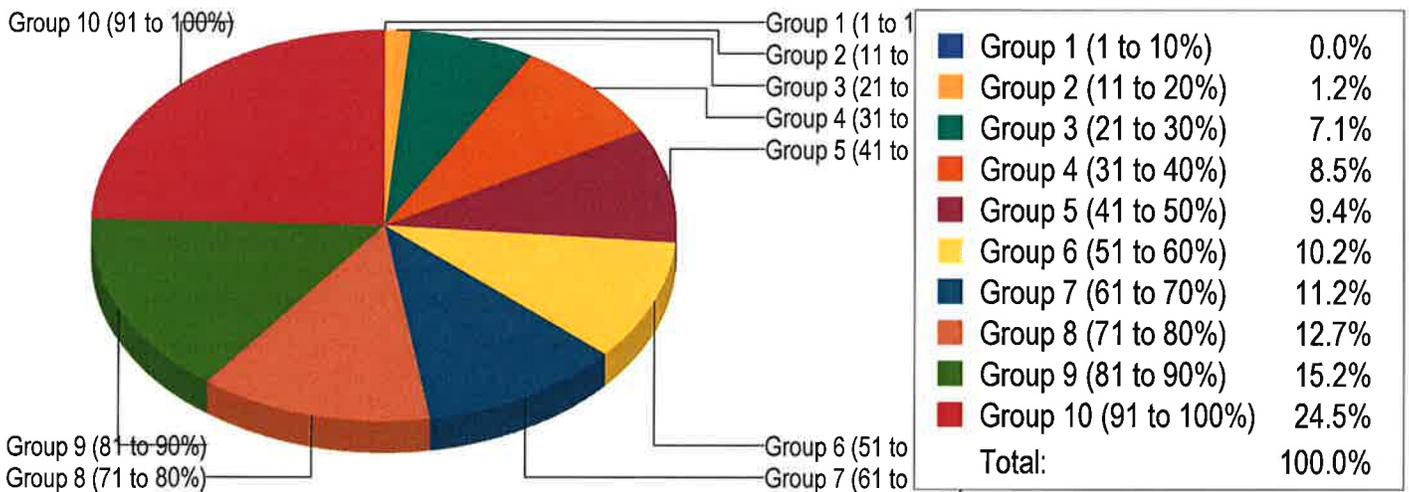
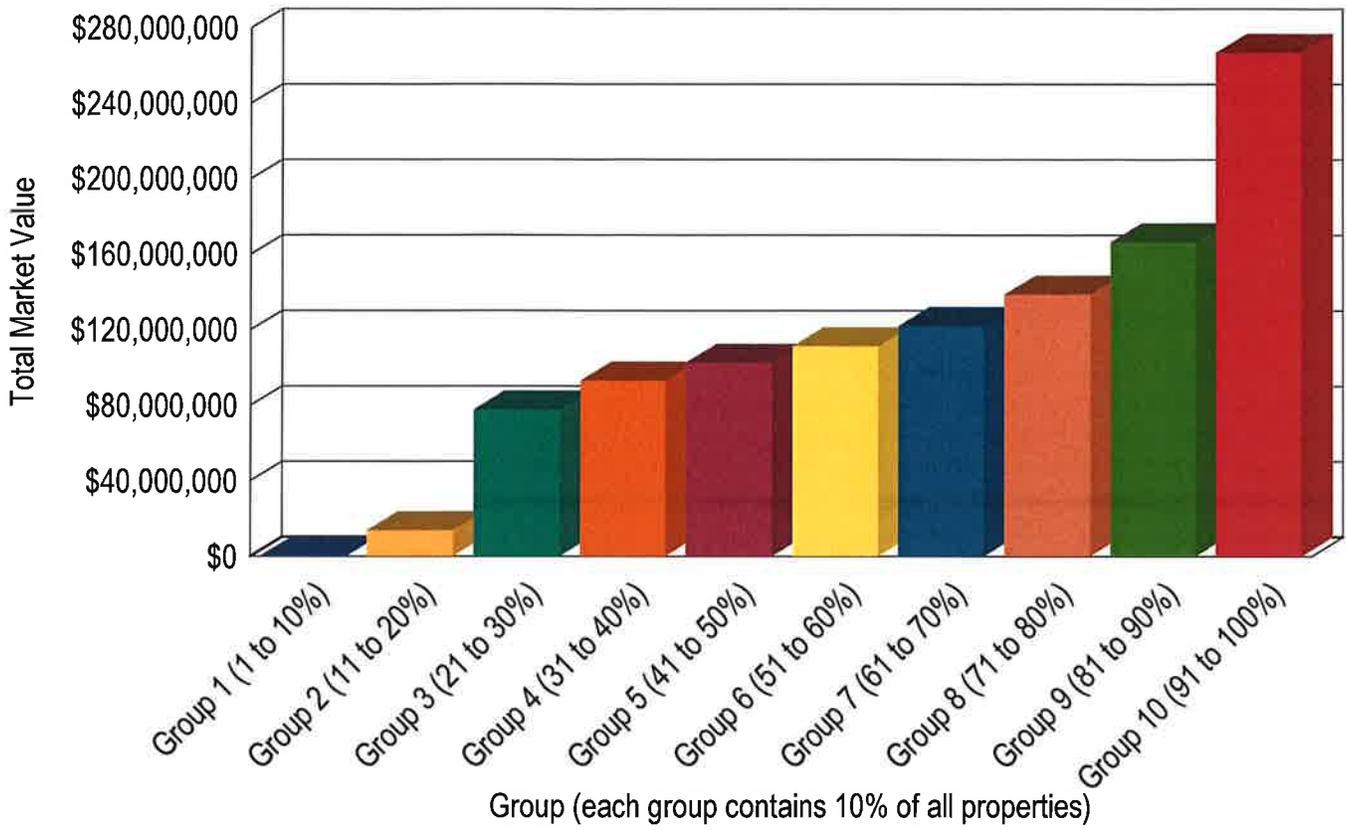


Reduction in Value



Concentration of Property Value

Each group contains 10% of all properties. The first group contains the properties with the lowest market value.
The last group contains the properties with the highest market value.



Top 50 Properties by Assessed Value

Tax Key Number	Street Address	Owner	Total Assessed Value
0258-999-002	W270 N6166 Moraine Dr	John and Marilyn Spitz Joint Trust	\$4,245,900
0240-992-001	N67 W22208 McLaughlin Rd	American Mobile Home Communities Sussex	\$3,415,500
0284-994-006	W232 N4950 Quarry Corners Pkwy	James F. Walters	\$3,383,200
0284-994-005	W232 N5040 Quarry Corners Pkwy	Storage Werks Lisbon LLC	\$2,912,000
0188-036	Woodside Rd	Michael Toebes	\$2,298,500
0287-985-002	N49 W22900 Commerce Centre Dr	West Shore Holdings LLC	\$2,066,200
0173-999-001	W260 N8739 Hwy 164	Terri K. Takton	\$1,976,800
0287-986-001	N48 W22953 Commerce Centre Dr	Alex Rentals, LLP	\$1,961,800
0225-999-009	N69 W25055 Indian Grass Ln	Kroeger Properties LLC	\$1,953,000
0284-995-017	W230 N4855 Betker Dr	Alex Rentals LLP	\$1,847,400
0178-995	W259 N8700 Hwy 164	Songbird Hills Golf Club Inc	\$1,825,500
0158-994-011	N95 W25901 County Line Rd	Standing Rock Real Estate LLC	\$1,755,700
0225-999-004	N70 W25156 Indian Grass Ln	Tomasini Family Limited Partnership	\$1,592,700
0219-994-001	N67 W27619 Silver Spring Dr	Kwik Trip Inc	\$1,504,300
0219-992	W275 N6646 Moraine Dr	Jeffrey W. Fillinger	\$1,434,200
0225-999-003	N70 W25176 Indian Grass Ln	Tomasini Holdings I LLC	\$1,393,700
0257-999-002	W260 N6395 Mary Hill Rd	Ausblick Inc	\$1,387,300
0225-999-005	N69 W25179 Indian Grass Ln	Indian Grass Storage LLC	\$1,344,600
0219-994-007	W275 N6725 Lake Five Rd	Jeffrey Fillinger	\$1,166,300
0225-998-001	N70 W25277 Indian Grass Ln	Bachman Enterprises LLC	\$1,129,200
0225-999-006	N69 W25195 Indian Grass Ln	Moon Valley LLP	\$1,123,400
0188-045	W235 N8501 Woodside Rd	Michael Toebes	\$1,122,100
0202-056-004	W245 N7790 Stonefield Ct	Brian D. Hennings	\$1,108,000
0271-002	N48 W26890 Lynndale Rd	Tracy and Renee Weber Revocable Trust	\$1,057,700
0257-007	W263 N6209 Ridge Dr	Philippe C. Pierre-Louis	\$1,050,500
0257-005	W263 N6269 Ridge Dr	Schmidt Trust	\$989,900
0287-998-008	W229 N5005 Duplainville Rd	Cmdmlayne LLC	\$973,000
0230-992	W249 N6916 Hwy 164	Wirtz Realty LLC	\$960,500
0160-072	N89 W25254 Highland Preserve Ct	Mark D. Lemke	\$944,600
0270-032-002	N52 W26901 Jessica Dr	Sandor A. Urbanek	\$892,000
0160-070	N89 W25243 Highland Preserve Ct	Thomas L. Zimmerman	\$881,400
0284-995-010	W230 N4901 Betker Dr	Christopher Michels	\$874,400
0206-997-002	W258 N7710 State Hwy 164	Dirk Mcquestion	\$867,600
0149-999	W230 N9515 Colgate Rd	Space4U LLC	\$860,600
0160-069	N89 W25217 Highland Preserve Ct	James Kornfeld	\$857,300
0258-999-003	W267 N6389 Top O Hill Dr	John Spitz	\$857,000
0220-022	N66 W27063 Tamnamore Dr	James P. Purko	\$855,000
0284-995-016	N48 W23079 Commerce Centre Dr	Alex Rentals LLP	\$852,800
0248-983-001	W233 N5637 Waukesha Ave	H&H Enterprises	\$830,200
0276-046	N48 W25263 Aberdeen Dr	Jason Petroske	\$812,900
0287-985-001	W230 N4928 Betker Dr	Plm Paving II LLC	\$812,400
0276-049	W252 N4885 Aberdeen Dr	Kevin P. Shanahan	\$795,100
0281-993	N52 W23206 Lisbon Rd	Amin Hamdan	\$776,700
0220-020	N66 W27127 Tamnamore Dr	Steven R. Tylke	\$757,300
0263-032	W279 N5959 Walnut Grove Dr	Patrick L. Wells	\$748,300
0160-071	N89 W25259 Highland Preserve Ct	William D. Theis	\$744,400
0284-995-021	W230 N5000 Betker Dr	Betker Properties LLC	\$738,500
0284-995-004	N50 W23076 Betker Dr	Ramon E. Olson and Geraldine J. Olson Farr	\$733,500
0177-010	N87 W25164 Watersedge Dr	Eric D. Bublitz	\$732,500
0177-024	W250 N8535 Watersedge Ct	Adrian Miranda	\$728,600

OFFICE OF THE COMMISSIONER OF RAILROADS

MEMORANDUM

Date: Monday, December 16, 2019

To: Commissioner Yash Wadhwa

From: Carol Brockman

Subject: Project Approval Request

RECEIVED

By Gina Gresch at 11:15 am, Dec 18, 2019

Docket: 9040-RX-1358

Road, City, County:

Lake Five Road, Town of Lisbon, Waukesha County

Center Oak Road/CTH F, Town of Merton, Waukesha County

Crossing Number:

179043R, 179044X

Approved: Yes

No

Justification: Crossing no. 179043R Lake Five Road

UP operates 9 train movements per day at a maximum speed of 50 mph at the Lake Five Road crossing. Vehicles are traveling 45 mph on Lake Five Road. There is an average daily traffic count of 3,200 vehicles per day, and an exposure factor of 28,800. This crossing has severely restricted corner sight in all four quadrants and inadequate clearing sight in the northeast quadrant. This crossing has a positive net benefit of \$1,595,758 with a benefit-cost ratio of 6.63. This crossing is currently protected by antiquated mast-mounted 12-inch LED automatic flashing lights installed in apx 1965. This project will include replacing the current equipment with 12-inch LED automatic flashing lights with gates and constant warning time because of the antiquated equipment, exposure factor, train speeds and inadequate corner sight distance.

Justification: Crossing no. 179044X Center Oak Rd, CTH F

UP operates 9 train movements per day at a speed of 50 mph at the Center Oak Road/CTH F crossing. Vehicles are traveling 45 mph on Center Oak Road/CTH F. There is an average daily traffic count of 1,700 vehicles per day, and an exposure factor of 15,300. This crossing has inadequate corner sight in the northeast, northwest, & southeast quadrants and inadequate clearing sight in the southwest quadrant. This crossing has a positive net benefit of \$1,174,701 with a benefit-cost ratio of 5.15. This crossing is currently protected by antiquated mast-mounted 12-inch LED automatic flashing lights installed in apx 1941. This project will include replacing the current equipment with 12-inch LED automatic flashing lights and gates and constant warning time because of the antiquated equipment, exposure factor, train speeds and inadequate corner sight distance.

Fiscal Year: 2023

 SigPlus1

12/17/2019 10:37:00 am

Yash P. Wadhwa, P.E.

THE TOWN OF LISBON INVITES YOU TO OUR

2020 WINTERFEST EVENT

SATURDAY, FEBRUARY, 1 2020

1 PM TO 4 PM

LISBON COMMUNITY PARK

N78W26970 BARTLETT PKWY

Located just off Lake Five Road & Oakwood Road

free family events include:

ICE SKATING

CROSS COUNTRY SKIING

DOWNHILL SLEDDING

SNOW PAINTING

REFRESHMENTS

ROASTING HOT DOGS

MAKING S'MORES

ICE SCULPTURE CARVER

(weather permitting)

Free refreshments provided by the Lisbon Park Committee:

Hot Dogs, S'mores, Chili, Coffee, Hot Chocolate & Hot Apple Cider!

Please check town/park website for cancellation due to inclement weather



ADMINISTRATOR REPORT

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, January 9, 2020

WEBSITE

OneClick has migrated the Town's website from the CivicPlus server to their own. It's on a new platform called WordPress that I need to learn and once I have it down, I will teach others how to use it. It's so much easier to use than CivicPlus and is much more customizable. We are making small improvements a little bit at a time, rather than launching a totally new and different site. The functionality will improve as well as the look. I'm really excited to see how the website progresses into being more user friendly and interactive.

YEAR-END TASKS

Year-End tasks are going very well this year. 1099's were completed on January 7. We anticipate having W2's completed by the 17th. While going through these processes, Deputy Clerk Natasha and I are creating "How-To" guides on all year-end tasks so anyone who needs to do them, can have easy to read, color-coded instructions. This is another cross-training item we will have accomplished.

ACH AUTOPAY MONTHLY CHECKLIST

The December ACH AutoPay Monthly Checklist is included for your review.

ACH & AUTOPAYS CHECKLIST

DECEMBER 2019

**PRINT
PAYMENT FOR
AMY**

VENDOR	AMT	DATE PAID	DATE JE DONE	PRINT PAYMENT FOR AMY	NOTES
WE ENERGIES					
Community Park	\$ 116.74	2019-12-26	2019-12-09	Y	
Down Under Shelter	\$ 15.71	2019-12-26	2019-12-09		
Hilltop Shelter	\$ 15.71	2019-12-26	2019-12-09		
Hwy Elec	\$ 370.98	2019-12-26	2019-12-09		
Park Maint Bldg	\$ 125.74	2019-12-26	2019-12-09		
Park Dept Gas	\$ 151.41	2019-12-26	2019-12-09		
Pump House	\$ 15.71	2019-12-26	2019-12-09		
Richmond St Elec	\$ 967.34	2019-12-26	2019-12-09		
Richmond St Gas	\$ 617.01	2019-12-26	2019-12-09		
Rivers End Street Lights	\$ 10.87	2019-12-26	2019-12-09		
Stone Family Park	\$ 16.14	2019-12-26	2019-12-09		
Street Lights	\$ 2,200.28	2019-12-26	2019-12-09		
Town Hall Pavillion	\$6.06	2019-12-26	2019-12-09		
911 Memorial	\$69.71	2019-12-26	2019-12-09		
Town Hall Elec	\$ 211.47	2019-12-26	2019-12-09		
DPW Garage Rear Elec	\$ 25.25	2019-12-26	2019-12-09		
Town Hall Gas	\$ 83.47	2019-12-26	2019-12-09		
Good Hope Fire Elec (TOL)	\$215.08	2019-12-26	2019-12-09		
Good Hope Fire Gas (TOL)	\$376.40	2019-12-26	2019-12-09		
Good Hope Hwy Gas (TOL)	\$752.79				
GRAND TOTAL WE ENERGIES	\$ 6,363.87				
US CELLULAR					
Park Director					
Compost Site	\$ 168.27	2019-12-08	2019-12-09	Y	
Fire Chief					
SPECTRUM					
Server	\$ 176.46	2019-12-02	2019-12-13	Y	
Good Hope DPW / FD	\$ 99.98	2019-12-24	2019-12-13	Y	
Parks	\$ 84.99	2019-12-24	2019-12-13	Y	
Town Hall	\$ 119.99	2019-12-24	2019-12-13	Y	
VERIZON					
(5) Account	\$ 199.14	2019-12-30	2019-12-13	Y	
(6) Account	\$ (25.43)	2019-12-15	credit		credit from tax exempt
E.H. WOLF & SONS					
Diesel	\$ 1,042.67	2019-12-11	2019-12-26	Y	
Unleaded	\$ 381.15	2019-12-11	2019-12-26	Y	
Diesel	\$ 1,637.05	2019-12-23	2019-12-26	Y	
Unleaded	\$ 350.89	2019-12-23	2019-12-26	Y	
ANTHEM					
Insurance	\$ 6,748.28	2019-12-02	2019-12-20	Y	
DELTA DENTAL					
Insurance	\$ 973.21	2019-12-02	2019-12-13	Y	Charged for 2 mo for new DPW EE, Wilichowski
UHC					
Insurance	\$ 155.86	2019-12-16	2019-12-13	Y	
AFLAC					
KP, GG, AB, RP	\$ 400.92	2019-12-02	2019-12-04	Y	



TOWN CLERK REPORT

PREPARED BY: Rick J Goeckner, Interim Town Clerk

REPORT DATE: Thursday, January 9, 2020

Elections Update:

As most of you may already know there will not be a local primary election for the Supervisor position. Incumbents Linda Beal and Tedia Gamino has filed to another term. We have received a steady stream of absentee ballot requests as well as several inquiries as to the new polling location - with NO complaints! The work schedule for the poll workers is complete and training set. Even though the February Primary Election is 5 weeks out, I've already started on the April Spring Election.

Clerk Update:

I look forward to and have scheduled to start training with Natasha this week on the Clerk duties. I will try my best not to scare her away from or overwhelm her with the transition.

So far, day #4, I've enjoyed my time here and look forward to a very productive 6 months with the Town. Thank you to everyone for the warm and inviting welcome!

DECEMBER 2019 DPW MONTHLY REPORT



TOWN BOARD & ADMINISTRATOR,

- Staff went out five times for winter weather events
 - Staff received road salt for both Lisbon and Merton and pushed it up into our shed
 - Staff washed all trucks after every winter weather event
 - Staff hung all of the Snow Fence
 - Staff filled pot holes with cold patch when needed
 - Staff patched and shouldered a section of Center Oak Road for the V. of Merton
 - Staff installed sign posts and signs in the Harvest Ridge subdivision
 - Staff cut trees in various areas throughout Town
 - Staff performed culvert inspections on the roads that are planned for paving in 2020
 - Staff performed repairs and preventive maintenance on trucks and equipment as needed
-
- I attended the Dec. 9th board meeting.
 - I attended the monthly WCPWA meeting.
 - I assisted the Village of Sussex with the loading and unloading of their Village Christmas tree with the use of our excavator.
 - I reached out to our association and was able to find 25 used rolls of snow fence from the Town of Mukwonago for a much discounted price.
 - I attended Crisis Track training at the Waukesha County Communications building.
 - I meet with Payne and Dolan and received a tour of the progress of the future Compost Site location.
 - I spent time creating my 2020 files for the new year.
 - Staff and I had a great time at the Lisbon Christmas Party.
 - I spent time with staff throughout the month on tree removal, performing P.M. to the plow trucks and assist with the plowing and salting operations.

**REGARDS,
JOE DE STEFANO JR.
DPW DIRECTOR**

RECEIVED

By Gina Gresch at 2:25 pm, Nov 27, 2019

11/27/2019

Town of Lisbon Town Board

W234 N8676 Woodside Drive

Lisbon Wi 53089

From: Kim and David Meyer

W258 N8598 State Rd 164

Hartland Wi 53029

As the owners of the Heartland Event Barn we have been invited to come to the 12/09/2019 town board meeting to give a presentation regarding our request for a variance. We received a Conditional Use Permit in April of 2019 however it was contingent on our local Fire Department/Fire Marshal's approval. After numerous discussions, meetings, e-mails, and other requests we are at the point of needing a variance to continue our dream of opening our agricultural building/barn for future events.

We have been unsuccessful in obtaining a quote. We have contacted five companies and they have all responded in similar fashion, stating that we don't need sprinklers according to state code. We also would like to note that we also asked, to no avail, if we could pay for their time to write up the quote, so we could provide it to the board. From what we understand, the cost of installing a sprinkler system is well over \$100,000, which is cost prohibitive for us.

We respectfully request a variance for our Heartland Event Barn, located at W259 N8598 State Rd 164 Hartland WI 53029. We are requesting a variance under local code 34.02²⁰(e).^{JKM} The extra safety precautions we are offering to ensure an equivalent level of life safety to our building include; smoke detectors, strobe lighting, fire pull alarms, central alarm system that calls the Fire Department in the event of an emergency. We have included extra fire extinguishers and egress and ingress lighting. Our barn is under the state code requirements for exits as well. With our building plan and safety in mind, we have added extra doors (four in total) with each of them being a maximum of 50 feet from any emergency exit which is five times better than the building code generally requires. We realize they do not count a doors, but there are also two additional 10 foot slider doors on each side that will often times be open during events. We also provided the Town of Lisbon with a Severe Weather Plan. In the event of power failure, we have also proposed installing a generator for an additional layer of safety. We appreciate the opportunity to continue working with the Town of Lisbon Fire Department, Town of Lisbon Building Inspector, and the Town of Lisbon Town Board on our business we sincerely hope to bring to the Town of Lisbon community.

David and Kim Meyer



Lisbon Fire Department

W234 N8678 Woodside Road

Lisbon, WI 53089

www.lisbonfire.com

RECEIVED

By Gina Gresch at 2:26 pm, Dec 06, 2019

December 6, 2019

Memorandum

Douglas J. Brahm
Fire Chief
(414) 507-4491

David J. Mason
Assistant Chief

Andrew W. Brahm
Deputy Chief

Jeffrey R. Drager
Deputy Chief

Business
(262) 538-3902
Fax
(262) 538-3906

Regarding: Meyer Wedding Barn Variance Request

To: Lisbon Town Board

From: Fire Chief Doug Brahm

The Meyer's wedding barn business proposal, which was approved by the planning commission, has been placed on a non-typical building plan approval process. This type of occupancy is normally subject to all State and local building and life safety fire codes as a "A-2 occupancy. The owners have decided to use a State exception which allows for certain existing barn structures, that meet the criteria, to be allowed to operate under a temporary, limited time frame within the year as event barns, a seasonal occupancy. This method of approval would require the Fire Department and the Building Inspection Department to grant variances to the State and Local codes. Our local code also indicates a Town Board approval is needed for such variances.

I have concerns with the proposal and by the means of how the plans have evolved and been submitted.

1. The State codes require, for this use and occupancy, a fire suppression sprinkler and an alarm system with monitoring.
2. The building addition (2,610 sq. ft.) doubled the size of the existing building and was added under an agricultural permit, not under a building permit for the use now proposed.
3. If the addition would have been originally proposed for the use they intended, a wedding barn, it would require sprinkler and full alarm with monitoring. The addition was built and then proposed as an existing structure and submitted under the temporary use plan.
4. Under current codes, when altering more than 50% of a structure the whole structure must be brought up to code, now that is regarded as not applicable.
5. The Fire Department meet with the owners and discussed alternative concepts for sprinkler systems and the owners did get quotes, and decided it was not attainable under their business plan. They did indicate at that time they would be willing to submit an alarm system plan that would be compliant. Their first letter requesting variances stated that they were not willing to do that either. Now the current letter does refer to an alarm system.
6. There is an established variance request format with written forms which require alternate plans to be submitted, we have not received any State approved building or alarm plans at this time.
7. I am concerned with a "temporary" use that automatically renews every year.
8. Also, please see the detailed information attached from the Fire Marshal:
 - a. The Fire Department recommends all of the conditions of the Fire Marshal to be met prior to granting occupancy without a fire suppression sprinkler system.

There is no mandate that any community has to allow these exceptions and many municipalities just right out deny temporary use wedding barns. I am always willing to listen and negotiate, but the changes to life safety codes need to be well thought out and alternatives have to be provided.

Respectfully Submitted,

Douglas J. Brahm, Chief
Lisbon Fire Department

1. The use should be specified as an A-2 Dining and drinking occupancy that under the State code would require compliance with that section of the IBC for any form of permanent occupancy. However, under State Administrative Rules, temporary occupancies of less than 180 days are allowed to exist under the approval of the local municipality.
2. The issuance of a temporary occupancy issued by the Town is never to extend beyond 180 days in any calendar year. If additional time, or another operating season is desired, a resubmittal for conditional approval and review of the event space via inspections and permits paid to the Town must be completed.
3. In order to begin occupancy, certain safeguards and life safety alternatives must be in place, inspected and approved by the building inspector and the LFD:
 1. The building and all its associated structures to be occupied at the event must be investigated and reviewed for structural soundness by a structural engineer and a report of the findings provided to the Town for review. The review must account for both dead load and live load requirements associated with the 2015 IBC and include the anticipated occupant loads, uses and additional loads associated with catering, live bands, etc.
 2. The buildings electrical system must be reviewed and approved for safety and capacity. The electrical system must be capable of providing adequate outlets for catering and music venue needs along with normal and emergency lighting systems etc.
 1. Use of power strips and extension cords are to be kept to a minimum. Permanent re-locatable power taps in accordance with the NEC should be pursued.
 3. A full alarm and detection system in accordance with NFPA 72 must be installed throughout the barn and connected structures
 4. Double the normal exiting required by the code must be in place, including ADA compliant exits.
 5. Emergency exit signs and pathway illumination at not less than 2 foot-candles throughout the venue is to be provided. The pathway illumination must operate under emergency power and take the occupants to the public way, which would be considered the parking lot given the lack of public sidewalks or streets.
 6. The building must be capable of providing safe conditioning of the building via permanent mechanical ventilation, exhaust and tempered air systems. Temporary heaters, torchiere, space heaters and other temporary units shall not be allowed for storage or use in or around the structure within 20 feet of the structure or accessible egress pathways.
 1. Designated outdoor cooking areas are to be clearly established and constructed under permits and approvals where permanent, temporary or mobile cooking equipment is to be used (i.e. grills, smokers, rotisseries etc.)
 7. Open flame warmers (i.e. sternos) shall not be used in the original barn structure and in general shall be limited to a maximum combined capacity of one gallon or 5 lbs. of fuel (whichever is less) on site.
 8. Any and all interior finish materials must comply with an A-2 use in accordance with the code. This includes any hanging fabrics, interior wall and floor finishes, and decorations.
4. This conditional approval will not include any assembly uses of the exterior of the building. Any mazes, gazebos, tents or other exterior structures must be permitted, inspected and approved separately. Any and all temporary tents must meet requirements of NFPA 701 and be provided with adequate temporary exit and lighting in accordance with the commercial building and fire codes.
5. Adequate fire lanes to the structure and either a circular drive with two entrance/exits to the street or adequate means to turn around fire apparatus must be provided to aid in water shuttles and responses.
6. A hard surface (concrete/asphalt) sidewalk must be provided and maintained to the structure for EMS access and removal of patients from the structure.



RECEIVED

By Gina Gresch at 2:28 pm, Dec 06, 2019

Premier Building Inspections LLC

W251N8924 Crestwood Dr.

Sussex WI 53089

Office: 262-844-1594

Fax number: 262-372-4810

Email: lisboni-inspector@outlook.com

Date: 12/06/2019

To: Lisbon Town Board

Re: Meyer Wedding Barn Variance Request

Dear Town of Lisbon board members;

I have reviewed the letter dated 11/27/2019 from David and Kim Meyer requesting a variance to the town's local code 34.20(e).

Chapter 34 was originated and is enforced by the Town of Lisbon Fire Department. This is not a code section I typically work with on a regular basis.

Although, I am in favor of the improvements/alternatives proposed in said request, I support the Lisbon Fire Department in any and all concerns, or modifications they may have.

Sincerely Yours,

Bryan Oelhafen
Town of Lisbon Building Inspector



Kim Meyer <kimhair3636@gmail.com>

Heartland Event Barn

5 messages

Kim Meyer <kimhair3636@gmail.com>
To: ben@fireprotectionbyguardian.com

Mon, Nov 25, 2019 at 12:56 PM

Hello

This is Kim Meyer and we spoke today about get a quote for sprinkling our barn for our summer wedding seasons per our fire marshals request. I want to thank you for calling me today, I REALLY appreciate it!!

Here are the drawings and if your have any additional questions you could call me at 262-522-3636 or my husband David at 262-327-5525.

Sincerely,
Kim Meyer

 **MWB-DRAWINGS 2-4-19.pdf**
65K

Kim Meyer <kimhair3636@gmail.com>
To: dmeyer55 <dmeyer55@aol.com>

Mon, Nov 25, 2019 at 11:36 PM

[Quoted text hidden]

 **MWB-DRAWINGS 2-4-19.pdf**
65K

Kim Meyer <kimhair3636@gmail.com>
To: "ben@fireprotectionbyguardian.com" <ben@fireprotectionbyguardian.com>

Tue, Nov 26, 2019 at 4:22 PM

[Quoted text hidden]

 **MWB-DRAWINGS 2-4-19.pdf**
65K

ben@fireprotectionbyguardian.com <ben@fireprotectionbyguardian.com>
To: Kim Meyer <kimhair3636@gmail.com>

Wed, Nov 27, 2019 at 11:07 AM

Hello

As to the Event Barn that we spoke about. The first problem that comes to mind is that without a city water supply coming to the building there will need to be a large water storage tank, fire pump and all other associated components. These will freeze and break in the winter. There will have to be a room somewhere that can fit the tank, a fire pump, and a dry valve that is heated. (Outside the heated room, the system piping will be a dry system and won't need heat.) Until this is sorted out, I won't be able to help you with this project.

Thanks,
Ben Steck
Guardian Fire Protection

[Quoted text hidden]

Kim Meyer <kimhair3636@gmail.com>
To: dmeyer55 <dmeyer55@aol.com>

Wed, Nov 27, 2019 at 11:13 AM

[Quoted text hidden]

34.20 AUTOMATIC SPRINKLER SYSTEMS*

(a) Purpose of division.

The purpose of this division is to provide a means for the automatic identification, public notification and extinguishment of fire in hazardous environments, or buildings or parts of buildings which, because of their size, construction or occupancy classification, or lack of suitable protective equipment, constitute a special fire hazard to life or property or may pose an excessive burden upon the fire extinguishing capabilities or resources of the Lisbon Fire Department.

(b) Where installed.

In addition to the requirements set forth in the above adopted codes and standards, every newly constructed building or building structurally altered by more than 50% of original structures footprint, as determined by a Wisconsin licensed structural engineer, shall have an approved automatic sprinkler system installed and maintained when occupied, in whole or in part, for the following purposes:

(1) Assembly group A.

- a. Assembly Group A buildings which accommodate less than 100 persons shall have an approved sprinkler system installed and maintained if they meet any one or more of the following:
 1. Building of IA construction of over 5,000 square feet or more in area on any floor.
 2. Throughout all buildings of other than IA construction if:
 - i. Over 2,500 square feet in area; or
 - ii. Over two stories in height, regardless of area.
- b. Assembly group A buildings that can accommodate 100 or more persons shall have an approved sprinkler system installed and maintained throughout.
- c. Any building that contains A-2 uses shall have an approved sprinkler system installed and maintained throughout.

- (2) Business group B and mercantile group M.
 - a. An approved sprinkler system shall be installed and maintained in business group B and mercantile group M buildings which meets one or more of the following:
 1. Buildings of IA construction of over 5,000 square feet or more in area on any floor.
 2. Throughout all buildings of other than IA construction if:
 - i. Over 2,500 square feet in area; or
 - ii. Over two stories in height, regardless of area.
- (3) Educational group E. An approved sprinkler system shall be installed and maintained throughout all educational occupancies.
- (4) Factory and industrial group F and storage group S.
 - a. An approved sprinkler system shall be installed and maintained in buildings that meet one or more of the following:
 1. Buildings of Type IA construction if:
 - i. Is over 12,000 square feet in area.
 - ii. Is over one story in height, exceeding 6,000 square feet in area.
 - iii. Is over two stories in height, regardless of area.
 2. Throughout all buildings of other than IA construction if:
 - i. Is over 5,000 square feet in area.
 - ii. Is two stories or more in height regardless of area.
- (5) High hazard group H. An approved sprinkler system shall be installed and maintained throughout all group H occupancies.
- (6) Institutional group I and residential group R-4.
 - a. An approved sprinkler system shall be installed and maintained throughout all Group I and Group R-4 Occupancies.
 1. Through the combined use groups Identified in the IBC and NFPA 101, any and all uses which shall render any number of the occupants of that building incapable of self-preservation due to anesthesia, age (both old and young), or physical impairment shall have sprinklers and fire alarms installed throughout the physical structure regardless of fire separations in compliance with NFPA 13 and 72. Examples shall include: Dental clinics practicing unconscious sedation, Community Based Residential Facilities, Adult Family Homes and other care facilities that would otherwise require licensing from the Department of Health Services and/or the Department of Children and Families, Etc.

2. Exception: This provision shall not apply to foster care and specialty care in 1 and 2 family residences that are occupied by persons that qualify as primary residents and do not provide a place of employment. In home services, therapies, and specialty care that take place in the home for any single resident over a specific and limited duration of time shall not deem this a place of employment.
- (7) Residential groups.
- a. Residential Group R-1 and R-2 occupancies, with three or more units, shall have an approved sprinkler system installed and maintained throughout in accordance with state statutes, state administrative codes and town ordinances.
- (8) Utility and miscellaneous group U. Group U covers all building and structures not covered in any other occupancy classification. Sprinkler system requirements for group U buildings and structures chapter will be reviewed by the AFJ or designee on a case by case basis.
- (9) Below Grade Occupancies: Any occupancy group that desires to occupy any portion of a level that is 50% or greater below grade for any reason other than storage shall have a sprinkler system and any component means of egress for that space and must be tied into a fire alarm system that serves the entire building.
- (c) Exceptions.
1. The following classes of buildings shall be exempt from the requirement of automatic sprinkler systems:
 - (a) Any portion of a building housing a process or material which would interact with water to create a greater fire hazard than without water, provided that an alternate fire suppression system is used.
 - (b) Dwellings units.1 & 2 family that fall within the Town ordinances and are not used for the purposes of a community based residential facility, Adult Family Home or Child Care Facility.
- (d). Fire department hose connections.
1. Every automatic sprinkler system installed in new or existing buildings shall be equipped with at least two female couplings for fire department hose connection, with National Standard Treads attached to a header of adequate size in accordance with fire protection engineering standards, but not less than four inches to supply the riser of the system.
 2. The connection shall be within 150 feet by means of drivable hard surface access.

(e) Variances

1. Any request for variance to the requirements of section (c) Automatic Sprinkler Systems shall include:
 - (a) The submittal of the current LFD "plan submittal form,"
 - (b) All associated fees,
 - (c) A formal letter of justification for variance and;
 - (d) A plan for creating an equivalent level of life safety to the building.
2. Sufficient numbers of this documentation shall be provided as to allow for review by the Fire Prevention Bureau, the Town of Lisbon Building Inspector and the Town Board. Variances requests must receive approval from all three entities to be granted.
3. Variances will only be considered in cases of technical infeasibility and/or significant financial disproportionality. Any request that fails to establish one or both of these conditions will not be approved.

(f) Installation.

1. Approved automatic fire sprinkler equipment shall be installed in accordance with one or more of the following NFPA standards as the chief of the fire department may determine are applicable:
 - (a) NFPA #13, "Standards for the Installation of Sprinkler Systems."
 - (b) NFPA #13D, "Sprinkler Systems - One and Two-Family Dwellings."
 - (c) NFPA #13R, "Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height."
 - (d) NFPA #231, "General Storage."
 - (e) Such other NFPA standards as the AHJ may determine are applicable.
2. No automatic sprinkler equipment shall be installed or altered in a building until plans have been submitted to and approved by the AHJ.
 - (a) No less than two stamped copies of the plans, state review letter and specifications shall be submitted for review.
 - (b) The voluntary installation of residential fire suppression systems in one and two family homes shall also be submitted, reviewed and acceptance tested by the LFD/ Fire Prevention Bureau to assure they are being installed to NFPA 13D or greater standards.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board
ITEM DESCRIPTION: Discussion and necessary action for the 2020 Grinding Bid for Compost Site brush and yard waste
PREPARED BY: Joe DeStefano Jr.
REPORT DATE: 1/7/2020
RECOMMENDATION: Go with Waukesha Landscape Supply, LLC for 2020 Grinding
EXPLANATION: I contacted three contractors for quotes. Last year we used Waukesha Landscape Supply and things went smooth. The estimates are for grinding of all brush and yard waste as well as hauling out excess wood chips, pricing as follows: Waukesha Landscape Supply, LLC.....\$8,000 Waukesha, WI Ener-Con Inc.....~\$12,500 - \$15,000 Hartford, WI Renewable Forest Products, Inc.....~\$14,250 Oconomowoc, WI As you can see there is a big range in quotes. I recommend we go with Waukesha Landscape Supply for 2020. We budgeted \$16,200 for the 2020 Compost Site Contracted Services, where the Grinding monies come out of. We will also rent a loader when we grind and the funds will come out of the Contracted Services account as well, loader rental will be around \$1500 - \$2000 for the week. Respectfully submitted, <i>Joe DeStefano Jr.</i> Joe DeStefano Jr.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board
ITEM DESCRIPTION: Discussion and necessary action to place the order for the new lockers for the DPW locker room from Axiom.
PREPARED BY: Joe DeStefano Jr.
REPORT DATE: 1-10-2020
RECOMMENDATION: To place the order for the lockers with Axiom
EXPLANATION: We have budgeted \$23,000 for upgrades to the DPW offices, break room, locker room and bathrooms. I have received the estimate for the lockers from Axiom in Waukesha. The lockers are made by Spacesaver, which is a Wisconsin based company. The lockers come with a lifetime warranty if they are installed by Axiom, which is included in the lump sum price. They are roughly 4 months out, I would like to get them ordered asap. <u>Locker Quote</u> Axiom Inc.....\$9,080.28 Waukesha, WI **Quote attached for review Respectfully submitted, <i>Joe DeStefano Jr.</i> Joe DeStefano Jr.



January 9, 2020

Proposal Number: 84084 R1

Town of Lisbon Public Works
Attention: Joe DeStefano

Joe -

We would like to thank you for giving Axiom, Inc. the opportunity to provide Town of Lisbon Public Works this proposal.

Part Number	Item Description	U/M	Quantity	Unit Sell	Total Item Sell
SSC - PSL	PSL Lockers - 24"W x 24"D x 90"H Mesh door fronts. Additional accessories are noted on CAD drawing included with proposal. Black/textured finish.	Lump Sum	6	\$9,080.28	\$9,080.28
Total					\$9,080.28

Terms: 30% at time of order, 50% upon delivery of materials, 20% upon completion.

Please Note:

Price does not include applicable tax amounts or permits.

Tax exempt certificate must accompany P.O. for tax exempt purchases.

Credit card orders will be charged an additional 3.5% fee.

Total price includes materials, freight, and installation and is based upon the drawing included with this proposal. Axiom installing the lockers ensures full manufacturer warranty. Manufacturer warranty statement is included with proposal.

Installation schedule to be determined upon the receipt of purchase order. Installation is during normal business hours Monday through Friday 7:00 AM to 5:00 PM excluding holidays.

Proposal is valid for 90 days and is subject to the attached Terms and Conditions of Sale.

Receipt of a P.O. constitutes your acknowledgement that the attached Terms and Conditions of Sale apply.

All material delivered must be inspected upon receipt. Axiom will not be responsible for damaged material not signed for as damaged.

Please let me know if you have questions. Thanks again, Joe!

Sincerely,

Kim Czarapata

Axiom, Inc.
N16 W23430 Stone Ridge Drive
Waukesha, WI 53188

Phone: 262-896-7216

E-mail: KCzarapata@axiomops.com

Terms and Conditions of Sale

1. Offer, Governing Provisions and Re-orders. This writing constitutes an offer by Axiom, Inc. ("Seller"), subject to approval by the Seller's credit department, to sell the products and/or services described herein in accordance with these terms and conditions, is not an acceptance of any other offer made by buyer, and is expressly conditioned upon assent to these terms and conditions. Any order for items and/or services, which is placed with the Seller, is subject to these terms and conditions. Sales Agents of Seller shall have no authority to make representations on behalf of Seller or otherwise bind Seller to any commitments, unless such representations or commitments are included in a contract accepted and executed at the corporate headquarters of Seller. The buyer shall be deemed to have assented to these terms and conditions. Any future orders will also be subject to these terms and conditions. No modified or other conditions will be recognized by Seller unless specifically agreed to in writing and failure of Seller to object to provisions contained in any purchase order or other communications from buyer shall not be construed as a waiver of the terms and conditions, nor an acceptance by Seller of any such provisions. These terms and conditions shall be governed by and construed according to the laws of the State of Wisconsin. No order accepted by Seller may be altered or modified by buyer unless agreed to in writing by Seller, and no such order may be canceled or terminated except upon payment of Seller's loss, damage and expense arising from such cancellation or termination, as set forth in Section 6 hereof. IT IS RECOGNIZED THAT THE BUYER MAY HAVE FORMS THAT HAVE TERMS AND CONDITIONS PRINTED THEREIN WHICH DIFFER FROM OR ADD TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THAT SUCH PURCHASE ORDER FORMS MAY LIMIT ACCEPTANCE OF THE TERMS AND CONDITIONS OF SUCH PURCHASE ORDER FORMS. IN THE INTEREST OF ECONOMY AND CONVENIENCE, IT WILL BE PERMISSIBLE FOR THE BUYER TO PLACE AN ORDER WITH THE SELLER ON SUCH PURCHASE ORDER FORM, BUT IT IS EXPRESSLY UNDERSTOOD THAT NONE OF THE TERMS AND CONDITIONS THEREIN SHALL BE DEEMED EFFECTIVE AND THAT IN THE CASE OF SUCH CONFLICT, THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL BE DEEMED EFFECTIVE AND AGREED TO BETWEEN THE SELLER AND THE BUYER AND THAT ACCEPTANCE OF SUCH FORMS SHALL NOT BE DEEMED TO BE AN ACCEPTANCE OF THE TERMS AND CONDITIONS OF SUCH FORMS.

2. Delivery, Claims and Force Majeure. Unless otherwise specified on the face hereof, delivery of products to a carrier at Seller's plant or other loading point shall constitute delivery to buyer, and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by buyer. Buyer hereby grants to Seller a security interest in the products delivered until payment in full is made for all quantities ordered and agrees, and appoints Seller its agent, to take all such action and to execute all such documents and instruments as may be necessary or reasonably requested by Seller to perfect and continue perfected Seller's security interest hereunder.

Claims for shortages, defects or other errors in delivery of products must be made in writing to Seller within 10 days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by buyer. Claims for loss or damage to goods in transit should be made to the carrier and not to Seller.

Seller shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation, any act of God, act of the buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. Seller's liability for other delays or failure of performance shall be limited to the portion of the contract price attributable to the quantity delayed or not shipped.

3. Shipment and Storage. Buyer shall specify in writing the method of shipment preferred and, in the absence of such specification, Seller may ship in any manner it elects. All shipping and delivery dates are approximate.

4. Prices and Payments. Unless otherwise specified on the face hereof, any prices quoted are f.o.b., point of origin. All prices are subject to change without notice. Seller reserves the right to require full or partial payment in advance of or upon delivery of any shipment and the right to require security or collateral to secure payment. If buyer fails to pay any invoice when due, Seller may at its option (1) delay further shipments to the buyer until such invoice is paid, and/or (2) terminate any or all contracts with the buyer. All invoices are due and payable per the invoice terms listed in this offer. Any invoice that is not paid within the specified terms shall bear interest at the rate of one and one-half percent (1-1/2) per month from the due date or the highest amount allowed by applicable law, whichever is less. Buyer shall be responsible for and shall remit to Seller all costs, expenses and reasonable attorney fees incurred by Seller in obtaining payment of any invoice or portion thereof.

5. Taxes and Other Charges. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and the buyer shall be paid by the buyer in addition to the prices quoted or invoiced. In the event the Seller is required to pay any such tax, fee or charge, the buyer shall reimburse Seller therefore.

6. Cancellations. No order may be canceled or altered or delivery deferred by the buyer except on terms and conditions acceptable to Seller, as evidenced by Seller's written consent. In the event of such approved cancellation by the buyer, Seller shall be entitled to the full contract price, less any expenses saved by Seller by reason of such cancellation.

Terms and Conditions of Sale

7. Warranties and Limitations. Unless otherwise specified on the face hereof, Seller warrants products and installation services, if any, supplied hereunder to be free from defects in materials and workmanship, all for a period of 60 days from date of shipment in the case of products, or completion of installation in the case of installation services.

ALL PRODUCTS OR SERVICE SHOULD BE EXAMINED CAREFULLY UPON RECEIPT. If within such period any such product or installation services shall be proved to Seller's satisfaction to be defective, such product shall be repaired, replaced or credit given therefore at Seller's option. Such repair, replacement or credit shall be Seller's sole obligation and buyer's exclusive remedy hereunder and shall be conditioned upon Seller's receiving written notice of any alleged failure to meet specifications or defects within 10 days after its discovery and in the case of products and at Seller's option, return of such product(s) to Seller f.o.b. its plant. THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY NATURE WHATSOEVER INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY OTHER THAN THE FOREGOING EXPRESS WARRANTY WILL BE ASSUMED BY THE SELLER. No salesperson or agent of the Seller is authorized to make any warranty in addition to or contrary to the foregoing.

When the buyer provides the Seller with specifications and calculations as to the design and/or manufacture of an item, either in the form of writing or the form of an actual machine or part thereof, the Seller's responsibility as to workmanship shall end with the carrying out of those specifications ("Specifications and/or Calculations" shall be defined to include any information and/or instructions of any nature whatsoever). ANY AND ALL SPECIFICATIONS AND/OR CALCULATIONS OF THE SELLER INCIDENT TO THE DESIGN, MANUFACTURE OR INSTALLATION OF PRODUCTS WILL BE AVAILABLE TO BUYER ON REQUEST FOR APPROVAL AND IN THE EVENT THE BUYER APPROVES THEM OR DOES NOT REQUEST THE RIGHT TO APPROVE THEM, SUCH SPECIFICATIONS AND/OR CALCULATIONS SHALL BE DEEMED APPROVED BY THE BUYER AND SHALL NEVER BE MADE THE BASIC OF ANY CLAIM OF FAULTY WORKMANSHIP OR INSTALLATION.

Any description of the products or services, whether in writing or made orally by Seller or Seller's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with buyer's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any statements or suggestions by Seller or Seller's agents regarding use, application or suitability of the products shall not be construed as an express warranty unless confirmed to be such in writing by Seller.

8. Returns. Products may be returned to Seller only when Seller's written permission has been obtained by buyer in advance. Returned products must be securely packaged to reach Seller without damage; and any cost incurred by Seller to put products (aside those returned because of defects subject to the aforesaid warranty) in marketable condition will be charged to buyer.

9. Floor Support, Sprinklers and Indemnification. Certain products, including storage systems, sold by Seller require substantial floor support for their proper installation and operation. Buyer is solely responsible for determining that the structural integrity of the floor support is suitable for any product of Seller it orders from Seller and/or has installed by Seller. Further, Seller shall have no responsibility for advising Buyer of the need for floor support or for determining whether any floor support of Buyer is sufficient, or advising Buyer of the need for, or adequacy of, any sprinkler or fire system or proposed sprinkler or fire system. Buyer agrees to indemnify and hold Seller harmless from any loss, liability, suits, claims or damages, including reasonable attorney's fees, arising in whole or part from the failure of the floor to properly support any product purchased from Seller, or due to the inadequacy or failure of Buyer's sprinkler or fire control system.

10. Consequential Damages and Other Liability Indemnity. Seller's liability with respect to the products and/or services sold hereunder shall be limited to the warranty provided in Section 7 hereof and, with respect to other performance of this contract, shall be limited to either the amount of the contract price attributable to the part of the performance which is delayed or not made or the contract price, whichever is less. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damage for lost profits or revenues, loss of use of products or any associated equipment, damage to building or leasehold improvements, any damage related in any way to installation of the product sold by Seller, cost of capital, cost of substitute products, facilities or services, down-time, shut-down costs, recall costs, or any other types of economic loss, and for claims of buyer's customers or any third party for any such damages. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Buyer shall indemnify Seller against any and all losses, liabilities, damages and expenses (including without limitation, attorney's fees and other costs of defending any action) which Seller may incur as a result of any claim by buyer or other arising out of or in connection with the products and/or services sold hereunder and based on product or service defects not proven to have been caused solely by Seller's negligence.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Recommendations from Plan Commission

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, January 9, 2020

RECOMMENDATION: Approve Plan Commission Recommendations

EXPLANATION

Jeremy Rush Bed & Breakfast Conditional Use Permit.

This request is for a traditional bed & breakfast establishment at their home. The Applicant's home dates from 1846, and the rental unit is located in the top floor of the attached converted barn above an approved in-law suite. Guests are provided on-site parking. The Conditional Use was reviewed and approved by the Plan Commission on November 14, 2019 and by the Lisbon-Sussex JPC on December 18, 2019 and is included in the packet for your review.

I recommend approval.

**CONDITIONAL USE PERMIT
(Bed and Breakfast)**

Title of Document

Document Number

WHEREAS, Jeremy Rush, owns certain real property located at N72W24740 Good Hope Road, Town of Lisbon, Waukesha County, Wisconsin, have made application for a Conditional Use Permit; and

WHEREAS, a public hearing upon the application for a Conditional Use Permit for a Bed and Breakfast as allowed by the Town of Lisbon Zoning Code, Chapter 11 Section 4(h)(5), was conducted by the Town of Lisbon Plan Commission as required by the Ordinances of the Town of Lisbon on Thursday, November 14, 2019; and

WHEREAS, the Plan Commission has found and determined that the issuance of the Conditional Use permit will be in conformance with the spirit and intent of the Zoning Ordinance of the Town, and will not, under the terms and conditions of the permit as set forth herein, cause any disturbance or nuisance to neighboring properties, and will not adversely affect the value of the neighboring properties;

Recording Area

Name and Return Address:

Town of Lisbon
W234N8676 Woodside Road
Lisbon, WI 53089

Tax Key Number:

LSBT 0203.994.005

NOW THEREFORE, BE IT RESOLVED that a Conditional Use permit be granted to the owner of the property described herein subject to the following terms and conditions:

1. **Description of Property and Legal Description:** PARCEL B CERT SURV 3433 VOL 26/77 REC AS DOC# 1068979 PT SW1/4 SEC 15 T8N R19E, in the Town of Lisbon, Waukesha County, Wisconsin. Tax Key No. LSBT 0203.994.005.
2. **Conditions.** The granting of the Conditional Use permit shall be subject to the following terms and conditions:
 - A. Minimal outward modification of the structure or grounds may be made only if such changes are compatible with the character of the area or neighborhood and the intent of the zoning district in which it is located. For building with significant architectural or historical value, the architectural integrity and arrangement of existing interior spaces must be maintained and the number of guest rooms shall not be increased except as may be required to meet health, safety, and sanitation requirements.
 - B. Off-street parking shall be provided at the rate of one (1) parking space for each room rented and two (2) spaces for the owner/occupant. The front yard shall not be used for off-street parking for temporary guests unless the parking area is screened from view with natural plant material, and found to be compatible with the neighborhood.

- C. The number of rooms shall be limited to five (5) sleep-in rooms or less, excluding those used by the occupants of the facility, and no room may contain more than two (2) beds. There must be at least five hundred (500) square feet of gross interior floor area for each sleeping room. These facilities providing service to a greater number of guests are not considered "license exempt" under state law and must comply with state hotel/motel restaurant licensing procedures administered by the County or State Health Department. The issuance of such licenses shall not be considered as conferring non-conforming commercial status to the use that would either allow alterations of the facility or otherwise compel rezoning of the property for commercial use beyond the scope of this section.
- D. One (1) on premise sign may be allowed provided that such sign is compatible with the residential use of the site and its surrounding areas and is not more than fifteen (15) square feet in size with letter sizes not less than five (5) inches in height.
- E. All necessary state and county permits, certifications, or requirements shall be obtained as a condition of approval of a bed and breakfast facility.
- F. Room rentals to families or individuals shall not exceed fourteen (14) consecutive days during any thirty-day (30) period.
- G. The bed and breakfast facility must be accessory to and contained within the single-family dwelling occupied by the owner (e.g., not a manager) of said premises.
- H. The only meal to be provided to travelers/guests shall be breakfast and it shall only be served to guests taking overnight lodging in the facility.
- I. The Waukesha County Department of Parks and Land Use - Environmental Health Division (EHD) shall examine both the water system and the sewage disposal system, and shall conduct a general health and safety inspection of the proposed facility. The EHD may impose any conditions required to ensure that all necessary health and safety standards have been met. The applicant shall not initiate any construction activity and other improvements related to the bed and breakfast facility; or begin operation of the facility until a determination, in writing, by the EHD that the necessary inspections have been completed and any deficiencies have been corrected. The proprietor shall have a water quality evaluation conducted by a recognized water testing laboratory on an annual basis following the certification of adequacy by the EHD. The results of that test shall be submitted to the EHD with a copy to the town building inspector.
- J. The physical development and operation of the conditional use must conform, in all respects, to the approved plan of operation
- K. The Town of Lisbon retains the right to annually review the CUP for compliance with approved plans.
- L. The existing buildings proposed to house a conditional use must be constructed and maintained to meet the current requirements of the applicable sections of the Wisconsin Commercial Building Code.
- M. The Applicant shall apply for, receive, and maintain all other legally required and applicable local, county, state, and federal permits. Copies of approved permits or other evidence of compliance will be provided to the Town upon request.

- N. The owner or operator must keep a copy of the conditional use permit, including the list of all conditions, on the site, available for inspection to the public.
- O. The Building Inspector shall inspect the premises to ensure the site is in compliance with the respective building codes. Non-objection from the Building Inspector and correction of any deficiencies prior to issuance of CUP.
- P. All vehicles must access the site through the approved driveway.
- Q. This Conditional Use Permit is non-transferable to any future property owner without a new Conditional Use Permit approval and issuance by the Town. The sale of any portion of the subject property shall terminate this Conditional Use Permit.
- R. The Waukesha County Environmental Health Division may review and approve of the uses on the subject property, prior to the issuance of any permits.
- S. If any aspect of this Conditional Use Permit or any aspect of any plan contemplated and approved under this Conditional Use is in conflict with any other aspect of the Conditional Use or any aspect of any plan of the Conditional Use, the more restrictive provision shall be controlling as determined by the Town Plan Commission and the Waukesha County Park and Planning Commission.
- T. The approval is granted for the express conditions stated herein. Changes or alterations including, but not limited to, a change in use, premises, lands, or ownership of the property in question shall require a new CUP and Site Plan/Plan of Operation permit with all the zoning procedures at the time of being followed. Any use not specifically listed as permitted shall be considered to be prohibited, except as may be otherwise specified herein.

This permit was approved by the Plan Commission on the 14th day of November, 2019 and by the Town Board on the 13th day of January, 2020.

PROPERTY OWNER(S):

Jeremy Rush

Printed Name

Signature

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2020, the above named Jeremy Rush to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

TOWN OF LISBON PLAN COMMISSION

BY: _____
Joseph Osterman, Chairman

ATTEST:

BY: _____
Rick Goeckner, MMC
Town of Lisbon Interim Clerk



STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2020, the above named Joseph Osterman and Rick Goeckner, to me known to be the Town Chairman and Interim Town Clerk, respectively, of the Town of Lisbon, and to me known to be the persons who executed the foregoing instrument on behalf of the Town of Lisbon and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

This document reviewed by:
Attorney Kathryn Sawyer Gutenkunst
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187
(262)-542-4278



STAFF REPORT: CONDITIONAL USE PERMIT (CUP) REVIEW

To: Chairperson Osterman
Town Plan Commission Members
Gina Gresch, Town Administrator

From: Daniel J. Lindstrom, AICP, Town Planner
Aaron Prichard, Community Development Consultant

Subject: Jeremy Rush CUP Application for a Bed and Breakfast

Date: November 7, 2019

Introduction:

The above-referenced CUP application was received by our office for review on behalf of the Town of Lisbon. The Applicant is seeking to obtain a CUP for a traditional bed and breakfast establishment at their home. The Applicant's home dates from 1846, and the rental unit is located in the top floor of the attached converted barn above an approved in-law suite. Guests are provided on-site parking. The lot also features gardens, patio lounge furniture, two outdoor tables, chairs, and a propane grill available for use by guests staying the night.

Pertinent Review Details – Summary Overview:

Address:	N72 W24740 Good Hope Road Sussex, WI 53089
Property Owner:	Jeremy and Lori Rush
Business Name:	The Loft at the Butler Place
Tax Key:	LSBT 020.399.4005
Zoning:	R-2 Single Family Residential
Lot Size:	0.83 acres
Operation Summary:	A single-family home with room in the attached "barn" structure capable of accommodating up to four guests seeking a place to sleep. The space consists of one bedroom containing two beds and one bathroom. In the mornings, guests would be served breakfast by the hosts.
Hours of Operation:	Check-in: 3:00 pm Check-out: 11:00 am
Number of Employees:	Two (2), both part-time (Homeowners)
Parking Spaces:	Three (3) total, with two (2) allotted for the owners

Conditional Use Permit (CUP) Review

Chapter 11 of the Town Ordinances (Zoning Code) lays out the requirements for application and approval of Conditional Use Permits in the Town. Certain uses of a special nature require the approval of a Conditional Use Permit by the Town. The basis for approval of the CUP is based on the following five standards. Per Sec. 4(d) of the Zoning Code, the Plan Commission may deny the conditional use request if it concludes, based upon the information submitted, that the proposed use and/or development would likely:

- Materially endanger the public health, general welfare, and safety.
- Be hazardous, harmful, noxious, offensive, or a nuisance by reason of noise, dust, smoke, odor, or other similar factor.
- For any other reason cause a substantially adverse effect on property values.
- Be inharmonious with the area in which it is to be located.
- Will not be in general conformity with the land use plan, comprehensive plan, transportation plan, environmental plan, park and recreational plan, or other officially adopted plan.

Sec. 4(h)5. states that a Bed and Breakfast Facility that is an accessory use in any existing structure designed for and occupied as a single-family residence may be conditionally permitted in R-2 zoning districts, provided that the following conditions are met, a review of CUP application in relation to the CUP follows each stated condition.

- A. Minimal outward modification of the structure or grounds may be made only if such changes are compatible with the character of the area or neighborhood and the intent of the zoning district in which it is located. For building with significant architectural or historical value, the architectural integrity and arrangement of existing interior spaces must be maintained and the number of guest rooms shall not be increased except as may be required to meet health, safety, and sanitation requirements.

The Applicant has stated there are no additional plans to modify the interiors of any structures related to the scope of this CUP. The facility currently features one room, with two beds and accommodations for up to four people. The Applicant shall not further modify the interior of the unit without approval from the Town. The Applicant shall specify the nature and plans for further exterior modifications, including the "Patio-in-Progress" mentioned in the AirBnB listing submitted as part of their application.

- B. Off-street parking shall be provided at the rate of one (1) parking space for each room rented and two (2) spaces for the owner/occupant. The front yard shall not be used for off-street parking for temporary guests unless the parking area is screened from view with natural plant material, and found to be compatible with the neighborhood.

The Applicant's parking arrangement complies with this requirement precisely—two spaces for the hosts and one space for guests of the Bed and Breakfast.

- C. The number of rooms shall be limited to five (5) sleep-in rooms or less, excluding those used by the occupants of the facility, and no room may contain more than two (2) beds. There must be at least five hundred (500) square feet of gross interior floor area for each sleeping room. These facilities providing service to a greater number of guests are not considered "license exempt" under state law and must comply with state hotel/motel restaurant licensing procedures administered by the County or State Health Department. The issuance of such licenses shall not

be considered as conferring non-conforming commercial status to the use that would either allow alteration of the facility or otherwise compel rezoning of the property for commercial use beyond the scope of this section.

The Applicant's previous approved plan complies with this requirement.

- D. One (1) on-premise sign may be allowed provided that such sign is compatible with the residential use of the site and its surrounding areas and is not more than fifteen (15) square feet in size with letter sizes not less than five (5) inches in height.

The Applicant has submitted a separate sign permit application for a guest parking sign mounted on the south side of an existing storage shed. The sign is proposed to be 6.25 square feet and will be illuminated with a solar-powered landscape light.

- E. All necessary state and county permits, certifications, or requirements shall be obtained as a condition of approval of a bed and breakfast facility.

The Applicant is pursuing permits for a CUP and proposed sign with the Town. The applicant has received approval from for a license to serve breakfast food with the Waukesha County Department of Environmental Health.

- F. Room rentals to families or individuals shall not exceed fourteen (14) consecutive days during any thirty-day (30) period.

The Applicant stated at the bottom of Page 1 of their submitted Petition for a Conditional Use Permit that they intend to abide by all regulations listed on Page 96 of the Zoning Code, which includes this condition.

- G. The bed and breakfast facility must be accessory to and contained within the single-family dwelling occupied by the owner (e.g., not a manager) of said premises.

The room and use is an accessory use to the principal single-family residential use on the property. While the facility is separated by walls with respect to the principal living area, the unit is attached to the main home as one cohesive structure.

- H. The only meal to be provided to travelers/guests shall be breakfast and it shall only be served to guests taking overnight lodging in the facility.

The Applicant has stated their intention to serve only breakfast items, which will be primarily continental style, with convenience items like coffee and water also provided.

- I. The Waukesha County Department of Parks and Land Use - Environmental Health Division (EHD) shall examine both the water system and the sewage disposal system, and shall conduct a general health and safety inspection of the proposed facility. The EHD may impose any conditions required to ensure that all necessary health and safety standards have been met. The applicant shall not initiate any construction activity and other improvements related to the bed and breakfast facility; or begin operation of the facility until a determination, in writing, by the EHD that the necessary inspections have been completed and any deficiencies have been corrected. The proprietor shall have a water quality evaluation conducted by a recognized water testing laboratory on an annual basis following the certification of adequacy by the EHD. The results of that test shall be submitted to the EHD with a copy to the town building inspector. All requirements must be incorporated into the terms of the conditional use permit.

The Applicant has stated they are working with Trevor Quandt, to obtain all necessary licensure to operate a bed and breakfast. The Applicant shall ensure that the EHD fully approves the operation's water and sanitation systems prior to beginning operation.

Other Recommended Conditions:

In addition to the two required conditions outlined in the Zoning Code, the following list contains some conditions which are recommended for the proposed project:

- The physical development and operation of the conditional use must conform, in all respects, to the approved site plan/plan of operation,

Recommendation:

We recommend approval of the CUP application contingent upon the Applicant's satisfaction of all conditions noted above and the comments below":

1. Subject to the Developer satisfying all comments, conditions and concerns of the Town Planner (noted above) and the Town Engineer.
2. The physical development and operation of the conditional use must conform, in all respects, to the approved plan of operation.
3. The Town of Lisbon retains the right to annually review the CUP for compliance with approved plans.
4. The approved CUP and an up-to-date Plan of Operation must be on file at all times with the Town of Lisbon.
5. The existing buildings proposed to house a conditional use must be constructed and maintained to meet the current requirements of the applicable sections of the Wisconsin Commercial Building Code.
6. The Applicant shall apply for, receive, and maintain all other legally required and applicable local, county, state, and federal permits. Copies of approved permits or other evidence of compliance will be provided to the Town upon request.
7. The owner or operator must keep a copy of the conditional use permit, including the list of all conditions, on the site, available for inspection to the public.
8. The Building Inspector shall inspect the premises to ensure the site is in compliance with the respective building codes. Non-objection from the Building Inspector and correction of any deficiencies prior to issuance of CUP.
9. All vehicles must access the site through the approved driveway.
10. This Conditional Use Permit is non-transferable to any future property owner without a new Conditional Use Permit approval and issuance by the Town. The sale of any portion of the subject property shall terminate this Conditional Use Permit.
11. The Waukesha County Environmental Health Division may review and approve of the uses on the subject property, prior to the issuance of any permits.
12. If any aspect of this Conditional Use Permit or any aspect of any plan contemplated and approved under this Conditional Use is in conflict with any other aspect of the Conditional Use or

any aspect of any plan of the Conditional Use, the more restrictive provision shall be controlling as determined by the Town Plan Commission and the Waukesha County Park and Planning Commission.

13. The approval is granted for the express conditions stated herein. Changes or alterations including, but not limited to, a change in use, premises, lands, or ownership of the property in question shall require a new CUP and Site Plan/Plan of Operation permit with all the zoning procedures at the time of being followed. Any use not specifically listed as permitted shall be considered to be prohibited, except as may be otherwise specified herein.

Should any paragraph or phrase of this Conditional Use Permit be determined by a Court to be unlawful, illegal, or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the Conditional Use and the remainder shall continue in full force and effect. The issues outlined above are meant to guide you in your discussions over whether to approve this proposal. This letter is subject to change upon review of any additional application materials submitted to the Town between the drafting of this letter and the Public Hearing.



THE
BUTLER
PLACE
- EST. 1846 -

Town of Lisbon Planning Commission
W234 N8676 Woodside Rd.
Lisbon, WI 53089

N72W24740 Good Hope Rd.
Lisbon, WI 53089
September 6, 2019

Dear Planning Commissioners:

Enclosed is our application for a Bed & Breakfast Conditional Use Permit. Thank you for your thoughtful review of this application. We look forward to presenting our proposal to you at the next Planning Commission meeting.

It has come to our attention that one or more of you feels deceived about our use of this space per our previously amended In-Law conditional use permit. We certainly did not intend to deceive anyone and want to apologize for any frustration that this may have caused. We did call the Town of Lisbon in September of 2018 to inquire as to what regulations were in place for an AirBnB and specifically asked if we would need to apply for a Bed and Breakfast Conditional Use Permit. When we were told no, that there weren't any regulations, we proceeded to develop our plans for a guest space in the loft area that would be used personally and made available to the public. We did not view this as a violation of the in-law apartment's conditional use permit as it wasn't becoming multi-family housing. We understand the State of Wisconsin's legislation and permitting processes regarding tourist/transient housing is new and it takes time for local municipalities to onboard these processes. We extend grace for this misinformation that has led to our violation of both local zoning ordinances and state regulations. We ask for the same grace to be extended towards us as you consider our request.

We are grateful for the assistance of Dan Lindstrom that set us on the path of compliance. After thorough investigations into the local and state laws, we are pursuing licensure as a Bed & Breakfast under Chapter ATCP 73 of State Law. Please note that this is a separate and distinct license from a Tourist Rooming House (T.R.H.) The historical nature of our home; in addition to it being single-family, owner occupied; combined with its sophisticated furnishings and our desire for high-end hospitality, makes a Bed and Breakfast the best fit for our home, both now and in the future. While we may use AirBnB or HomeAway as a marketing platform, our home will fall under compliance with both the local ordinances and state licenses and regulations pertaining to Bed and Breakfasts.

Ultimately, we desire to a blessing to our community. We encourage you to visit our listing on AirBnB, read our property summary, and look at the pictures. We have included an overview page of our listing with our application, for those who don't have online access. Additionally, we'd welcome you to come to our home and see the guest loft as well as check-out the historical features of our home. We love give tours and sharing our home's history. Our hope is that by making a part of our historical home open to the public, we are giving them an opportunity to share a piece of our community's history. We'd love to be considered a cultural gem in the Town of Lisbon! As referenced in the application, Mondays and Tuesdays, Sept. 30, Oct. 1, 7, and 8th after 6 PM would work best for us. Please contact us at the numbers listed below to schedule a time for viewing our home. Thank you for your consideration.

Sincerely,

Jeremy Rush—920-371-6727
Lori Rush—920-216-6965



The Loft @ The Butler Place. 1846 homestead. [\(Edit listing\)](#)

Sussex



Jeremy And Lori



Entire guest suite

4 guests 1 bedroom 2 beds 1 bath

Great location

100% of recent guests gave the location a 5-star rating.

Sparkling clean

10 recent guests said this place was sparkling clean.

Self check-in

Check yourself in with the keypad.

Edit Summary

The Loft at the Butler Place is a beautiful, quiet retreat set in the rural suburb of Sussex, just 30 minutes west of Milwaukee. The home is the 1846 homestead of the William Butler family, making the home older than the State of Wisconsin! The 2019 remodel of the Loft is in

sophisticated farmhouse style and pays tribute to the history of the home in its furnishings, up cycled pieces, and beautiful setting. "Broken becomes blessed" both tells and compels as an invitation to all.

The space

Our home, affectionately named "The Butler Place" as a nod to the first family who lived, loved and labored here, has stood witness to the quiet suburban community since 1846. Its story echoes that of the human condition; packed with potential, tempted with power, broken by addiction, busted by rage, and abandoned to disparage. Only by decades of redeemers has this home been rescued to the beautiful state it stands in today. And when a home...or a person undergoes such a radical transformation, the blessing isn't to be kept for oneself. The Loft at the Butler Place is open to the public because this historic treasure is most beautiful when shared.

Guest access

Guests are welcome to enjoy our wicker furniture on the front porch. Nana does have a special chair on the lower platform of the porch, but guests are welcome to the two loveseats, rocker, and two side chairs among our wicker arrangements. In the backyard, we have a patio-in-process with two outdoor tables and chairs as well as a propane grill. Guests are welcome to use the patio and grill as desired.

Gardens abound on our property and guests are welcome to enjoy the gardens as well. Nana does have her own private patio on the back of the barn, but it will be obvious that is her space and we kindly ask that guests respect her privacy.

Other things to note

The Loft is in the second floor of the attached barn. The lower level of the barn is an in-law-apartment. While carpeting and sound proofing measures have been taken, we do ask for guests to be respectful of quiet hours after 11 for the benefit of our family in the home and in the in-law-suite on the lower level.

Contact host

Amenities

 Free parking on premises

 Wifi

 Kitchen

 Cable TV

[Show all 34 amenities](#)



WAUKESHA COUNTY
DEPARTMENT OF PARKS AND LAND
USE
Division of Environmental Health

License, Permit or Registration

The person, firm, or corporation whose name appears on this license is hereby authorized to operate the facility indicated below. The operation and maintenance of the facility shall be in accordance with the Waukesha County Code. This is not a zoning permit.

ACTIVITY Bed and Breakfast (8 or less rooms) (LBB)	EXPIRATION DATE 30-Jun-2020	I.D. NUMBER HDEH-BG3J6E
LICENSEE MAILING ADDRESS THE BUTLER PLACE N72W24740 GOOD HOPE RD LISBON WI 53089	NOT TRANSFERABLE	BUSINESS / ESTABLISHMENT ADDRESS THE BUTLER PLACE N72W24740 GOOD HOPE RD LISBON WI 53089

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE DIVISION OF
ENVIRONMENTAL HEALTH
515 W MORELAND BLVD AC 260
WAUKESHA, WI 53188
(262)896-8300

* Include the name of your facility and the ID number.

**CONDITIONAL USE PERMIT
(Bed and Breakfast)**

Title of Document

Document Number

WHEREAS, Jeremy Rush, owns certain real property located at N72W24740 Good Hope Road, Town of Lisbon, Waukesha County, Wisconsin, have made application for a Conditional Use Permit; and

WHEREAS, a public hearing upon the application for a Conditional Use Permit for a Bed and Breakfast as allowed by the Town of Lisbon Zoning Code, Chapter 11 Section 4(h)(5), was conducted by the Town of Lisbon Plan Commission as required by the Ordinances of the Town of Lisbon on Thursday, November 14, 2019; and

WHEREAS, the Plan Commission has found and determined that the issuance of the Conditional Use permit will be in conformance with the spirit and intent of the Zoning Ordinance of the Town, and will not, under the terms and conditions of the permit as set forth herein, cause any disturbance or nuisance to neighboring properties, and will not adversely affect the value of the neighboring properties;

Recording Area

Name and Return Address:

Town of Lisbon
W234N8676 Woodside Road
Lisbon, WI 53089

Tax Key Number:

LSBT 0203.994.005

NOW THEREFORE, BE IT RESOLVED that a Conditional Use permit be granted to the owner of the property described herein subject to the following terms and conditions:

1. **Description of Property and Legal Description:** PARCEL B CERT SURV 3433 VOL 26/77 REC AS DOC# 1068979 PT SW1/4 SEC 15 T8N R19E, in the Town of Lisbon, Waukesha County, Wisconsin. Tax Key No. LSBT 0203.994.005.
2. **Conditions.** The granting of the Conditional Use permit shall be subject to the following terms and conditions:
 - A. Minimal outward modification of the structure or grounds may be made only if such changes are compatible with the character of the area or neighborhood and the intent of the zoning district in which it is located. For building with significant architectural or historical value, the architectural integrity and arrangement of existing interior spaces must be maintained and the number of guest rooms shall not be increased except as may be required to meet health, safety, and sanitation requirements.
 - B. Off-street parking shall be provided at the rate of one (1) parking space for each room rented and two (2) spaces for the owner/occupant. The front yard shall not be used for off-street parking for temporary guests unless the parking area is screened from view with natural plant material, and found to be compatible with the neighborhood.

- C. The number of rooms shall be limited to five (5) sleep-in rooms or less, excluding those used by the occupants of the facility, and no room may contain more than two (2) beds. There must be at least five hundred (500) square feet of gross interior floor area for each sleeping room. These facilities providing service to a greater number of guests are not considered "license exempt" under state law and must comply with state hotel/motel restaurant licensing procedures administered by the County or State Health Department. The issuance of such licenses shall not be considered as conferring non-conforming commercial status to the use that would either allow alterations of the facility or otherwise compel rezoning of the property for commercial use beyond the scope of this section.
- D. One (1) on premise sign may be allowed provided that such sign is compatible with the residential use of the site and its surrounding areas and is not more than fifteen (15) square feet in size with letter sizes not less than five (5) inches in height.
- E. All necessary state and county permits, certifications, or requirements shall be obtained as a condition of approval of a bed and breakfast facility.
- F. Room rentals to families or individuals shall not exceed fourteen (14) consecutive days during any thirty-day (30) period.
- G. The bed and breakfast facility must be accessory to and contained within the single-family dwelling occupied by the owner (e.g., not a manager) of said premises.
- H. The only meal to be provided to travelers/guests shall be breakfast and it shall only be served to guests taking overnight lodging in the facility.
- I. The Waukesha County Department of Parks and Land Use - Environmental Health Division (EHD) shall examine both the water system and the sewage disposal system, and shall conduct a general health and safety inspection of the proposed facility. The EHD may impose any conditions required to ensure that all necessary health and safety standards have been met. The applicant shall not initiate any construction activity and other improvements related to the bed and breakfast facility; or begin operation of the facility until a determination, in writing, by the EHD that the necessary inspections have been completed and any deficiencies have been corrected. The proprietor shall have a water quality evaluation conducted by a recognized water testing laboratory on an annual basis following the certification of adequacy by the EHD. The results of that test shall be submitted to the EHD with a copy to the town building inspector.
- J. The physical development and operation of the conditional use must conform, in all respects, to the approved plan of operation
- K. The Town of Lisbon retains the right to annually review the CUP for compliance with approved plans.
- L. The existing buildings proposed to house a conditional use must be constructed and maintained to meet the current requirements of the applicable sections of the Wisconsin Commercial Building Code.
- M. The Applicant shall apply for, receive, and maintain all other legally required and applicable local, county, state, and federal permits. Copies of approved permits or other evidence of compliance will be provided to the Town upon request.

TOWN OF LISBON PLAN COMMISSION

BY: _____
Joseph Osterman, Chairman

ATTEST:

BY: _____
Rick Goeckner, MMC
Town of Lisbon Interim Clerk



STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2020, the above named Joseph Osterman and Rick Goeckner, to me known to be the Town Chairman and Town Clerk, respectively, of the Town of Lisbon, and to me known to be the persons who executed the foregoing instrument on behalf of the Town of Lisbon and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

This document reviewed by:
Attorney Kathryn Sawyer Gutenkunst
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187
(262)-542-4278



STAFF REPORT: CONDITIONAL USE PERMIT (CUP) REVIEW

To: Chairperson Osterman
Town Plan Commission Members
Gina Gresch, Town Administrator

From: Daniel J. Lindstrom, AICP, Town Planner
Aaron Prichard, Community Development Consultant

Subject: Jeremy Rush CUP Application for a Bed and Breakfast

Date: November 7, 2019

Introduction:

The above-referenced CUP application was received by our office for review on behalf of the Town of Lisbon. The Applicant is seeking to obtain a CUP for a traditional bed and breakfast establishment at their home. The Applicant's home dates from 1846, and the rental unit is located in the top floor of the attached converted barn above an approved in-law suite. Guests are provided on-site parking. The lot also features gardens, patio lounge furniture, two outdoor tables, chairs, and a propane grill available for use by guests staying the night.

Pertinent Review Details – Summary Overview:

Address:	N72 W24740 Good Hope Road Sussex, WI 53089
Property Owner:	Jeremy and Lori Rush
Business Name:	The Loft at the Butler Place
Tax Key:	LSBT 020.399.4005
Zoning:	R-2 Single Family Residential
Lot Size:	0.83 acres
Operation Summary:	A single-family home with room in the attached "barn" structure capable of accommodating up to four guests seeking a place to sleep. The space consists of one bedroom containing two beds and one bathroom. In the mornings, guests would be served breakfast by the hosts.
Hours of Operation:	Check-in: 3:00 pm Check-out: 11:00 am
Number of Employees:	Two (2), both part-time (Homeowners)
Parking Spaces:	Three (3) total, with two (2) allotted for the owners

Conditional Use Permit (CUP) Review

Chapter 11 of the Town Ordinances (Zoning Code) lays out the requirements for application and approval of Conditional Use Permits in the Town. Certain uses of a special nature require the approval of a Conditional Use Permit by the Town. The basis for approval of the CUP is based on the following five standards. Per Sec. 4(d) of the Zoning Code, the Plan Commission may deny the conditional use request if it concludes, based upon the information submitted, that the proposed use and/or development would likely:

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Recommendation:

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September 6, 2019

Dear Planning Commissioners:

Enclosed is our application for a Bed & Breakfast Conditional Use Permit. Thank you for your thoughtful review of this application. We look forward to presenting our proposal to you at the next Planning Commission meeting.

It has come to our attention that one or more of you feels deceived about our use of this space per our previously amended In-Law conditional use permit. We certainly did not intend to deceive anyone and want to apologize for any frustration that this may have caused. We did call the Town of Lisbon in September of 2018 to inquire as to what regulations were in place for an AirBnB and specifically asked if we would need to apply for a Bed and Breakfast Conditional Use Permit. When we were told no, that there weren't any regulations, we proceeded to develop our plans for a guest space in the loft area that would be used personally and made available to the public. We did not view this as a violation of the in-law apartment's conditional use permit as it wasn't becoming multi-family housing. We understand the State of Wisconsin's legislation and permitting processes regarding tourist/transient housing is new and it takes time for local municipalities to onboard these processes. We extend grace for this misinformation that has led to our violation of both local zoning ordinances and state regulations. We ask for the same grace to be extended towards us as you consider our request.

We are grateful for the assistance of Dan Lindstrom that set us on the path of compliance. After thorough investigations into the local and state laws, we are pursuing licensure as a Bed & Breakfast under Chapter ATCP 73 of State Law. Please note that this is a separate and distinct license from a Tourist Rooming House (T.R.H.) The historical nature of our home; in addition to it being single-family, owner occupied; combined with its sophisticated furnishings and our desire for high-end hospitality, makes a Bed and Breakfast the best fit for our home, both now and in the future. While we may use AirBnB or HomeAway as a marketing platform, our home will fall under compliance with both the local ordinances and state licenses and regulations pertaining to Bed and Breakfasts.

Ultimately, we desire to a blessing to our community. We encourage you to visit our listing on AirBnB, read our property summary, and look at the pictures. We have included an overview page of our listing with our application, for those who don't have online access. Additionally, we'd welcome you to come to our home and see the guest loft as well as check-out the historical features of our home. We love give tours and sharing our home's history. Our hope is that by making a part of our historical home open to the public, we are giving them an opportunity to share a piece of our community's history. We'd love to be considered a cultural gem in the Town of Lisbon! As referenced in the application, Mondays and Tuesdays, Sept. 30, Oct. 1, 7, and 8th after 6 PM would work best for us. Please contact us at the numbers listed below to schedule a time for viewing our home. Thank you for your consideration.

Sincerely,

Jeremy Rush—920-371-6727
Lori Rush—920-216-6965



The Loft @ The Butler Place. 1846 homestead. ([Edit listing](#))

Sussex



Jeremy And Lori



Entire guest suite

4 guests 1 bedroom 2 beds 1 bath

Great location

100% of recent guests gave the location a 5-star rating.

Sparkling clean

10 recent guests said this place was sparkling clean.

Self check-in

Check yourself in with the keypad.

Edit Summary

The Loft at the Butler Place is a beautiful, quiet retreat set in the rural suburb of Sussex, just 30 minutes west of Milwaukee. The home is the 1846 homestead of the William Butler family, making the home older than the State of Wisconsin! The 2019 remodel of the Loft is in

sophisticated farmhouse style and pays tribute to the history of the home in its furnishings, up cycled pieces, and beautiful setting. "Broken becomes blessed" both tells and compels as an invitation to all.

The space

Our home, affectionately named "The Butler Place" as a nod to the first family who lived, loved and labored here, has stood witness to the quiet suburban community since 1846. Its story echoes that of the human condition; packed with potential, tempted with power, broken by addiction, busted by rage, and abandoned to disparage. Only by decades of redeemers has this home been rescued to the beautiful state it stands in today. And when a home...or a person undergoes such a radical transformation, the blessing isn't to be kept for oneself. The Loft at the Butler Place is open to the public because this historic treasure is most beautiful when shared.

Guest access

Guests are welcome to enjoy our wicker furniture on the front porch. Nana does have a special chair on the lower platform of the porch, but guests are welcome to the two loveseats, rocker, and two side chairs among our wicker arrangements. In the backyard, we have a patio-in-process with two outdoor tables and chairs as well as a propane grill. Guests are welcome to use the patio and grill as desired.

Gardens abound on our property and guests are welcome to enjoy the gardens as well. Nana does have her own private patio on the back of the barn, but it will be obvious that is her space and we kindly ask that guests respect her privacy.

Other things to note

The Loft is in the second floor of the attached barn. The lower level of the barn is an in-law-apartment. While carpeting and sound proofing measures have been taken, we do ask for guests to be respectful of quiet hours after 11 for the benefit of our family in the home and in the in-law-suite on the lower level.

Contact host

Amenities

 Free parking on premises

 Wifi

 Kitchen

 Cable TV

Show all 34 amenities



WAUKESHA COUNTY
DEPARTMENT OF PARKS AND LAND
USE
Division of Environmental Health

License, Permit or Registration

The person, firm, or corporation whose name appears on this license is hereby authorized to operate the facility indicated below. The operation and maintenance of the facility shall be in accordance with the Waukesha County Code. This is not a zoning permit.

ACTIVITY	EXPIRATION DATE	I.D. NUMBER
Bed and Breakfast (8 or less rooms) (LBB)	30-Jun-2020	HDEH-BG3J6E
LICENSEE MAILING ADDRESS	NOT TRANSFERABLE	BUSINESS / ESTABLISHMENT ADDRESS
THE BUTLER PLACE N72W24740 GOOD HOPE RD LISBON WI 53089		THE BUTLER PLACE N72W24740 GOOD HOPE RD LISBON WI 53089

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE DIVISION OF
ENVIRONMENTAL HEALTH
515 W MORELAND BLVD AC 260
WAUKESHA, WI 53188
(262)896-8300

* Include the name of your facility and the ID number.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Emergency Management Coordinator appointment

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, January 9, 2020

RECOMMENDATION: **Appoint Fire Chief Doug Brahm as Interim Emergency Management Coordinator**

EXPLANATION

Wisconsin Emergency Management is asking for an updated list of the municipal Emergency Managers and we do not have one listed for the Town. It is a requirement of WI § 323 to have an Emergency Manager listed for each jurisdiction. The Town had appointed Bob Zimmerman a number of years ago but he recently passed away. While we work to find a replacement, I recommend appointing Fire Chief Doug Brahm as the Interim Emergency Management Coordinator. Chief Brahm has agreed to be appointed. I recommend approval.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Updated Employee Handbook, Job Descriptions and new Benefits Manual

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, January 9, 2020

RECOMMENDATION: Approve the updated Employee Handbook, Job Descriptions and new Benefits Manual

EXPLANATION

The updated Employee Handbook, Job Descriptions and new Benefits Manual are ready for approval by the Town Board. The Labor Attorney has reviewed all materials and those changes have been made. Department Heads have also reviewed and made minor changes. Since the Town Board received the drafts, minor changes have been made and incorporated into the final draft.

I recommend approval.



TOWN OF LISBON
W234 N8676 Woodside Rd.
Lisbon, WI 53089

Town of Lisbon Position Description

Department: Town Hall / Clerk's Office
Title: Administrative Assistant / Deputy Clerk
Reports To: Town Administrator

Purpose of Position

The purpose of this position is to assist staff with all functions of Town Hall, assist the public with requests and provide information to the same. The work is performed under the supervision of the Town Administrator.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Distributes in-coming and process out-going mail.
- Greets customers at the counter and assists them with their requests, including but not limited to, researching plats of surveys, making park reservations, registering voters and processing absentee ballots during in-person voting time, and try to find answers to their questions in a timely manner.
- Manage the WPRAs ticket sales program. Order, verify received tickets, complete end of program documentation upon returning unsold tickets.
- Answers phones and emails.
- Issue compost site passes, dog license and weight limit restriction waivers.
- Assist the Clerk with elections, public hearing notices, mailings, postings, etc.
- Order office supplies as well as maintain and stock supplies in all areas of the Town Hall.
- Assist Deputy Clerk-Finance with mailing Accounts Payable checks. Also serves as the backup person for Accounts Payable in the Deputy Clerk-Finance's absence.

- Process tickets from the Sheriff's Department, collect and track fines and send collection letters.
- Manage the Lottery & Gaming Credit process by mailing letters, valuations and forms, and handling all problems associated with it.
- Handle mobile home sales to ensure Grotta Appraisals is notified in timely manner.
- Handle end of the month paperwork for the Building Inspector. Data entry of Building Bonds and Bond refunds. Sort, separate and stamp permit paperwork to distribute to the Assessor's office. Maintain Building Inspector's files.
- Records retention, scanning documents and saving files into the respective tax key file on the server.
- Maintain lobby information board info to ensure stock is full and current.
- Update all spreadsheets with info from Grotta, building permits, tax rolls, etc.
- Maintain regular, predictable, and punctual on-site attendance.
- Comply with all Town policies and procedures.
- Performs other duties as circumstances may require at the direction of the Town Board, Town Administrator, Town Treasurer and/or Town Clerk.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent, two to three years' experience in an office environment. Working knowledge of telephone operation, word processing, spreadsheets, and databases, preferably Microsoft Office. Prefer working knowledge of election procedures and cash handling. A valid Wisconsin driver's license.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to classify, compute and tabulate data and information, following a prescribed plan, requiring the exercise of some judgment. Ability to compare, count, differentiate, measure and sort information. Ability to assemble, copy, record and transcribe data and information.

Ability to explain, demonstrate and clarify to others within well-established policies, procedures and standards. Ability to follow specific instruction and respond to simple requests from others.

Ability to utilize a variety of advisory data and information such as billing statements, invoices, department forms, budgets, purchase orders, computer software operating manuals, maps, ordinances, resolutions, procedures, guidelines and non-routine correspondence.

Ability to communicate orally and in writing with customers, Town employees and vendor representatives.

Mathematical Ability

Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.

Judgment and Situational Reasoning Ability

Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.

Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties that may be subject to frequent change.

Physical Requirements

Ability to operate a variety of office equipment including computer terminal, telephone, fax machine, calculator/adding machine, computer printer and photocopier.

Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry.

Tasks may involve extended periods of time in a seated position and at a keyboard or workstation.

Ability to exert light physical effort in sedentary to light work, but which may involve some walking, bending, reaching, lifting, carrying, pushing and pulling.

Ability to recognize and identify individual characteristics of shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use and irate individuals may cause discomfort and poses a limited risk of injury.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

Equal Opportunity Employer

The Town of Lisbon is an Equal Opportunity Employer. The Town prohibits discrimination on the basis of race, color, national origin, religion, sex, age, disability, and any other characteristic protected by applicable state or federal law. In compliance with the Americans with Disabilities Act, the Town will provide reasonable accommodations to qualified individuals with disabilities, unless doing so would impose an undue hardship on the Town, and encourage both prospective and current employees to discuss potential accommodations with the Town.

Revised: 2019-11-25

Approved: 2019-12-xx



TOWN OF LISBON
W234 N8676 Woodside Rd.
Lisbon, WI 53089

Town of Lisbon Position Description

Department: Town Hall / Clerk's Office
Title: Town Clerk
Reports To: Town Administrator

Purpose of Position

The purpose of this position is to perform the functions of the Town Clerk as defined by State Statutes and Municipal Ordinances, including, but not limited to planning and zoning, issuing licenses and permits, conducting elections, serving as clerk for the Plan Commission, Board of Review and Board of Appeals meetings, preparing agendas, minutes and packets. This position supervises the chief election inspectors and poll workers throughout the year. The work is performed under the supervision of the Town Administrator.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Assist the Town Administrator in all phases of his/her duties, and serve as the main point of contact in the Administrator's absence. Update the Administrator and Board members of events occurring in their absence.
- Attend meetings of the Town Board, Plan Commission, Board of Appeals, and Public Hearings and take minutes for the same.
- Ensures that the proper notice of agendas and production of meeting packets for the Plan Commission, Board of Review, Board of Appeals, Park Committee and various committees are prepared and posted in accordance with state statutes including public hearings and other related official notices including notification to local media.
- Maintain records related to Plan Commission to include but not limited to files on subdivisions, ordinances, certified survey maps, conditional uses, mineral extractions, building permits and building bonds.
- Schedule applicants for planner's appointments and attend the same.
- Prepare applications and licenses for mineral extraction and others as requested.

- Prepare updates of Town Code and Zoning Ordinances and submit to the county for recodification.
- Prepare affidavits for all Zoning Ordinances, Town Code Ordinances and Resolutions, and submit for posting.
- Prepare notices and publications for various board and commission applications, meeting notices and election notices
- Manages election activities including records maintenance, the distribution of absentee ballots, supply ordering, organizing, recruiting and training workers and overseeing Election Day operations.
- Performs other duties as circumstances may require at the direction of the Town Board or Town Administrator.
- Maintains regular, predictable, and punctual on-site attendance.
- Complies with all Town policies and procedures.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Updating the Town's website, Facebook page and Channel 14 content.
- Distributes in-coming and process out-going mail.
- Ordering office supplies.
- Performs other clerical duties as assigned.

Minimum Training and Experience Required to Perform Essential Job Functions

- Municipal government experience is desired; preferably as a Clerk.
- Minimum an Associate Degree or equivalent education and advanced skill level of Microsoft Office software plus excellent customer service skills.
- Microsoft Office software.

- Wisconsin Municipal Clerk designation or in the process of completing the Wisconsin Municipal Clerk's Institute and Wisconsin Municipal Treasurer's Completion Course a plus, or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

Essential Knowledge and Abilities:

- Must be able to plan, prioritize, take initiative and meet deadlines.
- Candidate will demonstrate excellent customer service skills.
- High attention to detail is a must, along with the ability to multi-task.
- Strong written and oral communication skills are required.
- Must be bondable according to State Statutes.
- Ability to acquire and maintain Notary Public status with the State of Wisconsin

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Ability to classify, compute and tabulate data and information, following a prescribed plan, requiring the exercise of some judgment. Ability to compare, count, differentiate, measure and sort information. Ability to assemble, copy, record and transcribe data and information.
- Ability to explain, demonstrate and clarify to others within well-established policies, procedures and standards. Ability to follow specific instruction and respond to simple requests from others.
- Ability to utilize a variety of advisory data and information such as billing statements, invoices, department forms, budgets, purchase orders, computer software operating manuals, maps, ordinances, resolutions, procedures, guidelines and non-routine correspondence.
- Ability to communicate orally and in writing with customers, Town employees and vendor representatives.

Mathematical Ability

Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.

Judgment and Situational Reasoning Ability

Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action. Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties that may be subject to frequent change.

Physical Requirements

Ability to operate a variety of office equipment including computer terminal, telephone, fax machine, calculator/adding machine, computer printer and photocopier. Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry. Tasks may involve extended periods of time in a seated position and at a keyboard or workstation. Ability to exert light physical effort in sedentary to light work, but which may involve some bending, reaching, lifting, carrying, pushing and pulling. Ability to recognize and identify individual characteristics of shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use and irate individuals may cause discomfort and poses a limited risk of injury.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

Equal Opportunity Employer

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Revised: 2019-11-25

Approved: 2019-12-xx



Town of Lisbon Position Description

Department: Town Hall / Clerk's Office
Title: Deputy Clerk - Finance
Reports To: Town Administrator

Purpose of Position

The purpose of this position is to perform payroll, accounts payable and benefits administration as well as serving the Town in the capacity of a statutory deputy clerk, §60.331, to perform the Clerk's duties during the absence, sickness or other disability of the Clerk. The work is performed under the supervision of the Town Administrator.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Processes payroll including data entry of and double-checking timesheets, record earned sick, vacation, over-time and comp-time, verifying proper deductions and benefits, preparing direct deposit file, process payroll taxes and benefits and distributing checks and pay stubs.
- Human Resources responsibilities to assist Department Heads with onboarding their part-time and full-time employees. Distribute benefit packets to help educate employees on health, dental, vision, AD&D, supplemental, Health Savings Account, WRS, WDC programs. Enroll employees in benefits and communicate with them throughout the process regarding eligibility and payroll deductions. Complete new hire reporting, verify government forms, maintain accurate and complete employee folders. Work with employees on benefit changes, exemption updates, and paystub issues with miPayOnline program. Follow employee records retention guidelines for terminated staff.
- Enter Accounts Payable vouchers for Town Board approval, prepare reports, process and prepare checks for mailing.
- Coordinates all auto-pay, ACH and credit card payments, and creating journal entries for the Treasurer related to the same.
- Prepares distribution of quarterly unemployment reports, coordinates annual workers compensation audit, maintains monthly WRS reports and payments and reconciles WRS annually.

- Annual preparation of W-2's and 1099's and filing reports with proper entities in accordance with deadlines.
- Assists Town Treasurer with property tax collection and processes property tax payment refund checks.
- Assists with documentation preparation for the annual audit.
- Assists the Town Clerk with management of elections, included but not limited to: maintains voter information into voter registration system; maintains election records; prepares poll lists for each district; prepares and mails absentee ballots; maintains voting equipment, assists with coordinating election worker's schedules and training.
- Performs duties of the Town Clerk in the Clerk's absence.
- Assists with reception duties, screens and routes in-coming telephone calls, directs visitors, provides information or refers to appropriate person or agency, take and relay messages.
- Maintain regular, predictable, and punctual on-site attendance.
- Comply with all Town policies and procedures.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Updating the Town's website, Facebook page and Channel 14 content.
 - Create/design marketing materials for use on media channels. Redesign and create new flyers for distribution to residents in the form of mailings, newsletters, TV and social media updates.
- Distributes in-coming and process out-going mail.
- Ordering office supplies.
- Performs other clerical duties as assigned.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent, vocational/technical training in office and accounting practices, two-year responsible clerical experience, or any combination of education and experience that provides equivalent knowledge, skills and abilities. Must have experience using Microsoft Office software, most importantly, Microsoft Excel.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Ability to classify, compute and tabulate data and information, following a prescribed plan, requiring the exercise of some judgment. Ability to compare, count, differentiate, measure and sort information. Ability to assemble, copy, record and transcribe data and information.
- Ability to explain, demonstrate and clarify to others within well-established policies, procedures and standards. Ability to follow specific instruction and respond to simple requests from others.
- Ability to utilize a variety of advisory data and information such as billing statements, invoices, department forms, budgets, purchase orders, computer software operating manuals, maps, ordinances, resolutions, procedures, guidelines and non-routine correspondence.
- Ability to communicate orally and in writing with customers, Town employees and vendor representatives.

Mathematical Ability

- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.

Judgment and Situational Reasoning Ability

- Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.
- Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties that may be subject to frequent change.

Physical Requirements

- Ability to operate a variety of office equipment including computer terminal, telephone, fax machine, calculator/adding machine, computer printer and photocopier.

- Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry.
- Tasks may involve extended periods of time in a seated position and at a keyboard or workstation.
- Ability to exert light physical effort in sedentary to light work, but which may involve some bending, reaching, lifting, carrying, pushing and pulling.
- Ability to recognize and identify individual characteristics of shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use and irate individuals may cause discomfort and poses a limited risk of injury.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

Equal Opportunity Employer

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Revised: 2019-11-25

Approved: 2019-12-xx



Position Description

Department: Town Hall / Clerk's Office
Title: Town Treasurer
Reports To: Town Board

Purpose of Position

The purpose of this position is to perform the functions of the Town Treasurer as defined by State Statutes and Municipal Ordinance, including, but not limited to the proper administration of the financial affairs and fiscal records of the Town.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Maintenance of the accounting records for the Town, including but not limited to: general ledger, accounts payable, accounts receivable, invoice collections, balance ambulance billing, banking, cash management and investments, etc.
- Preparation of financial statements and state and federal reports.
- Administration of cash management functions; cash flow analysis, investments and reconciliation.
- Assist the Town Board, Administrator and department heads in preparing annual budgets and short-range and long-range financial plans budget.
- Keep the Town Board regularly informed about the activities of the Treasurer's office by oral or written reports at regular meetings of the Town Board.
- Preparation of the tax roll, tax billing and the collection of property taxes for the Town. Manage settlement process.
- Representation of the Town in state, regional and national organizations.
- Initiate proposals for debt financing and the administration of debt service calculations and payments.

- Performs other duties as circumstances may require at the direction of the Town Board or Town Administrator.
- Audit Preparation as required by the Town Auditor and Town Administrator.
- Maintain, regular, predictable, and punctual on-site attendance.

Additional Tasks and Responsibilities

- Bachelor's degree in Public Administration, Public Finance, Business Administration or related field preferred.
- At least one to two years professional experience in a financial capacity within municipal government, preferably as a treasurer or an deputy.

Essential Knowledge and Abilities

- Thorough knowledge of generally accepted accounting procedures, especially with regard to municipal finance.
- Working knowledge of municipal tax billing, collection and settlement procedures.
- Excellent time management skills; must be highly organized and exhibit keen administrative and management skill, especially in the area of cash management.
- Working knowledge of municipal accounting, budgeting and financial forecasting.
- Understanding of the payroll process; accounting, reporting and related fringe-benefits.
- Working Microsoft Office, financial software products, word processing, spreadsheet and database applications.
- Well-developed interpersonal and written communication skills.
- Ability to prepare financial statements and state and federal reports.
- Must be able to plan, prioritize, take initiative and meet deadlines.

- Demonstrate excellent customer service skills.
- High attention to detail is a must, along with the ability to multi-task.
- Strong written and oral communication skills are required.
- Must be bondable according to State Statutes.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Ability to classify, compute and tabulate data and information, following a prescribed plan, requiring the exercise of some judgment. Ability to compare, count, differentiate, measure and sort information. Ability to assemble, copy, record and transcribe data and information.
- Ability to explain, demonstrate and clarify to others within well-established policies, procedures and standards. Ability to follow specific instruction and respond to simple requests from others.
- Ability to utilize a variety of advisory data and information such as billing statements, invoices, department forms, budgets, purchase orders, computer software operating manuals, maps, ordinances, resolutions, procedures, guidelines and non-routine correspondence.
- Ability to communicate orally and in writing with customers, Town employees and vendor representatives.

Mathematical Ability

- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.

Judgment and Situational Reasoning Ability

- Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.
- Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties that may be subject to frequent change.

Physical Requirements

- Ability to operate a variety of office equipment including computer terminal, telephone, fax machine, calculator/adding machine, computer printer and photocopier.
- Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry.
- Tasks may involve extended periods of time in a seated position and at a keyboard or workstation.
- Ability to exert light physical effort in sedentary to light work, but which may involve some bending, reaching, lifting, carrying, pushing and pulling.
- Ability to recognize and identify individual characteristics of shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use and irate individuals may cause discomfort and poses a limited risk of injury.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

Equal Opportunity Employer

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Revised: 2019-11-25

Approved: 2019-12-xx



Town of Lisbon Position Description

Department: Highway Department
Title: DPW Director
Reports To: Town Administrator

Purpose of Position:

This is a supervisory and in-the-field working position. The individual oversees and is responsible for the day to day operations of the Public Works Department. The individual will also interact with other Town departments in coordinating activities and projects, which may be appropriate. The director will develop, implement and monitor long term plans, goals and objectives focused on achieving the Town's mission and the Town Board's priorities.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Supervise and direct all employees in the Public Works Department.
- Work along with employees of the Public Works Department as a "working foreman" when workload requires such participation.
- Prepare and maintain an annual Public Works Department budget.
- Supervises the operation and maintenance of the roads and right of way.
- Supervises the operation and maintenance of the storm water utility.
- Supervises the operation and maintenance of the compost site.
- Supervises the operation and maintenance of town buildings and facilities.
- Manage snow plowing and ice control operations.
- Manage and maintain the drain oil and anti-freeze recycling area.
- Implement and enforce good safety practices.

- Provide assistance in case of Town emergencies.
- Oversee the care and maintenance of DPW vehicles and equipment.
- Work with Town engineers to coordinate all plans, specifications, bidding, inspection and contract administration pertaining to any road or right of way construction and storm water projects, including the annual road maintenance program.
- Prepare and apply for grants and manage grant programs for the Department of Public Works.
- Work with the storm water engineer on filing the annual MS4 permit.
- Respond to resident concerns and complaints in a timely manner.
- Attend Town board meetings as needed.
- Must be able to participate in and pass random drug and alcohol screening.
- Maintain regular, predictable, and punctual attendance.
- Comply with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- All applicants will be considered.
- High school diploma or equivalent.
- Must have a clean Commercial Driver's License (CDL) with Air Brake Certificate.
- Three (3) years of experience relating to construction, maintenance, or repair, or an equivalent combination of education and experience.

Essential Knowledge and Abilities:

- The individual shall have good time management skills and maturity of judgement; with a good attitude toward learning and personal relations.
- The individual will demonstrate excellent customer service skills.
- The individual will work under adverse weather conditions and respond to severe and winter weather conditions. Be available on an on-call basis and respond to weather emergency events.
- The individual shall be able to perform tasks requiring walking; climbing ladders; lifting & carrying sixty pounds; operate equipment with dual hand and foot controls; asphaltic and cementitious materials, paint, and general construction materials.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical demands while performing duties require use of hands to handle objects, tools and controls. The employee is frequently required to stand, walk, reach above head, talk and hear. The employee must regularly lift, push, pull, and move up to fifty pounds. The employee might be also required to sit, climb, balance, stoop, kneel or crawl.

Mental demands while performing job duties include the ability to read and comprehend instructions, memos and correspondence. Ability to add, subtract, multiply and divide numbers. Ability to perform operations using systems of weight, measurement, volume and distance. Ability to recognize and deal with problems that may arise during daily operations.

Required duties will take place in both an indoor and outdoor settings, therefore a wide range of environmental conditions may exist including extreme heat, cold, rain, snow, or other uncomfortable situations.

Sometimes tasks will require early starting times and longer hours. Must be able to work some evenings, weekends, and holidays.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

Equal Opportunity Employer

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Revised: 2019-11-25

Approved: 2019-12-xx



Town of Lisbon Position Description

Department: Highway Department
Title: Laborer/Truck Driver
Reports To: DPW Director

Purpose of Position

This position is responsible for the performance of public works maintenance/improvement projects relating to roadway, forestry, and buildings and grounds maintenance. This position is also responsible in assisting in all other public works operations relating to storm drainage, elections, and all other work as directed by the Town Board and Town Administrator. The individuals in this position shall be familiar with the operation and routine maintenance of on and off road light/heavy construction equipment, light and heavy trucks with snow and ice control equipment, and miscellaneous construction/public works equipment.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Ability to operate and perform routine maintenance of trucks and equipment.
- Assist in set-up of voting machines and poll locations.
- Insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
- Drives trucks of various sizes and weights in the loading, hauling and unloading of various equipment, gravel and sand.
- Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to supervisor; cleans equipment.
- Operates light and medium-sized construction and power equipment, such as motor grader, skid steer, backhoe, end loader and large roadside mower.
- Operate chain saws, brush chippers and other equipment used in planting, removing, and trimming trees and brush.

- Performs winter road maintenance activities including snow plowing, blowing and salting.
- Performs all duties in conformance to appropriate safety and security standards.
- Performs required labor involved in construction and maintenance
- Performs required labor involved in construction maintenance project as part of a crew, including pavement cutting, ditch digging, manhole and line cleaning, main and pipe repair, laying and backfilling.
- Must be able to participate in and pass random drug and alcohol screening.
- Maintains regular, predictable, and punctual attendance.
- Complies with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- High school diploma or equivalent.
- Must have Commercial Driver's License (CDL) with Air Brake Certificate.
- Three (3) years of experience relating to construction, maintenance, or repair, or an equivalent combination of education and experience.

Essential Knowledge and Abilities:

- The individual shall have good time management skills and maturity of judgement; with a good attitude toward learning and personal relations.
- The Individual will demonstrate excellent customer service skills.
- Laborer/Driver shall work under adverse weather conditions and respond to severe and winter weather conditions. Be available on an on-call basis and respond to weather emergency events.
- The Laborer/Driver shall be able to perform tasks requiring driving manual shift and asphaltic and cementitious materials, paint, and general construction materials.

Supervision

The Laborer/Driver shall work under the direct supervision of the Director of Public Works who provides detailed direction as required. The Laborer/Driver may also receive direction from the Town Administrator, Town Engineer, Town Public Works Foreman, and/or assigned Acting Director of Public Works as the case/conditions warrant. The performance of the Laborer/Driver shall be evaluated by the Director of Public Works on an annual basis.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical demands while performing duties require use of hands to handle objects, tools and controls. The employee is frequently required to stand, walk, reach above head, climb ladders, operate equipment with dual hand and foot controls, talk and hear. The employee must regularly lift, push, pull, and move up to sixty pounds. The employee may be also required to sit, climb, balance, stoop, kneel or crawl.

Mental demands while performing job duties include the ability to read and comprehend instructions, memos and correspondence. Ability to add, subtract, multiply and divide numbers. Ability to perform operations using systems of weight, measurement, volume and distance. Ability to recognize and deal with problems that may arise during daily operations.

Required duties will take place in both an indoor and outdoor settings, therefore a wide range of environmental conditions may exist including extreme heat, cold, rain, snow, or other uncomfortable situations.

Sometimes tasks will require early starting times and longer hours. Must be able to work some evenings, weekends, and holidays.

Other Duties

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Revised: 2019-11-25

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Town of Lisbon
Position Description

Department: Highway Department
Title: Part-Time Laborer/Truck Driver
Reports To: DPW Director

Purpose of Position:

This position is responsible for the performance of public works maintenance/improvement projects relating to roadway, forestry, and buildings and grounds maintenance. This position is also responsible in assisting in all other public works operations relating to storm drainage, elections, and all other work as directed by the Town Board and Town Administrator. The individuals in this position shall be familiar with the operation and routine maintenance of on and off road light/heavy construction equipment, light and heavy trucks with snow and ice control equipment, and miscellaneous construction/public works equipment.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Ability to operate and perform routine maintenance of trucks and equipment.
- Assist in set-up of voting machines and poll locations.
- Insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
- Drives trucks of various sizes and weights in the loading, hauling and unloading of various equipment, gravel and sand.
- Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to supervisor; cleans equipment.
- Operates light and medium-sized construction and power equipment, such as motor grader, skid steer, backhoe, end loader and large roadside mower.

- Operate chain saws, brush chippers and other equipment used in planting, removing, and trimming trees and brush.
- Performs winter road maintenance activities including snow plowing, blowing and salting.
- Performs all duties in conformance to appropriate safety and security standards.
- Performs required labor involved in construction and maintenance
- Performs required labor involved in construction maintenance project as part of a crew, including pavement cutting, ditch digging, manhole and line cleaning, main and pipe repair, laying and backfilling.
- Must be able to participate in and pass random drug and alcohol screening.
- Maintains regular, predictable, and punctual attendance.
- Complies with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- High school diploma or equivalent (technical school degree preferred).
- Must have Commercial Driver's License (CDL) with Air Brake Certificate.
- Three (3) years of experience relating to construction, maintenance, or repair, or an equivalent combination of education and experience.

Essential Knowledge and Abilities:

- The individual shall have good time management skills and maturity of judgement; with a good attitude toward learning and personal relations.
- The Individual will demonstrate excellent customer service skills.
- Laborer/Driver shall work under adverse weather conditions and respond to severe and winter weather conditions. Be available on an on-call basis and respond to weather emergency events.
- The Laborer/Driver shall be able to perform tasks requiring walking; climbing ladders; lifting & carrying sixty pounds; driving manual shift; operate equipment with dual hand and foot controls; asphaltic and cementitious materials, paint, and general construction materials.

Supervision:

The Laborer/Driver shall work under the direct supervision of the Director of Public Works who provides detailed direction as required. The Laborer/Driver may also receive direction from the Town Administrator, Town Engineer, Town Public Works Foreman, and/or assigned Acting Director of Public Works as the case/conditions warrant. The performance of the Laborer/Driver shall be evaluated by the Director of Public Works on an annual basis.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical demands while performing duties require use of hands to handle objects, tools and controls. The employee is frequently required to stand, walk, reach above head, talk and hear. The employee must regularly lift and move up to fifty pounds. The employee might be also required to sit, climb, balance, stoop, kneel or crawl.

Mental demands while performing job duties include the ability to read and comprehend instructions, memos and correspondence. Ability to add, subtract, multiply and divide numbers. Ability to perform operations using systems of weight, measurement, volume and distance. Ability to recognize and deal with problems that may arise during daily operations.

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Other Duties

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Town of Lisbon Position Description

Department: Highway Department
Title: Part-Time Snow Plow Driver
Reports To: DPW Director

Purpose of Position

This is an in-the-field working position where individuals are responsible for operating plow trucks and other equipment for snow and ice control.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Plow snow and spread salt for ice control.
- Other duties as assigned.
- Must be able to participate in and pass random drug and alcohol screening.
- Maintain regular, predictable, and punctual attendance.
- Comply with all Town policies and procedures.

Education, Experience and Training

- Minimum educational requirement is a high school diploma.
- A clean CDL with air brake endorsement is required.

Essential Knowledge and Abilities

- The individual shall have good time management skills and maturity of judgement; with a good attitude toward learning and personal relations.
- The individual will demonstrate excellent customer service skills.

- The individual shall work under adverse weather conditions and respond to severe and winter weather conditions. Be available on an on-call basis and respond to weather emergency events.

Availability

- Must be available for most shifts when called upon.
- Notice will be given to report to work with only a short time notice (either the night before or with even less notice).
- Required days of work will include weekdays, weekends, and holidays.
- Shifts can run well over 8 hours.
- This is an on-call position that is only paid for the hours worked.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical demands while performing duties require use of hands to handle objects, tools and controls. The employee is frequently required to stand, walk, reach above head, talk and hear. The employee must regularly lift and move up to fifty pounds. The employee might be also required to sit, climb, balance, stoop, kneel or crawl.

Mental demands while performing job duties include the ability to read and comprehend instructions, memos and correspondence. Ability to add, subtract, multiply and divide numbers. Ability to perform operations using systems of weight, measurement, volume and distance. Ability to recognize and deal with problems that may arise during daily operations.

Other Duties

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Revised: 2019-11-25

Approved: 2019-12-xx



Town of Lisbon Position Description

Department: Park Department
Title: Parks Laborer – Full Time
Reports to: Park Director

Purpose of Position

Individual is responsible for maintaining equipment, playgrounds, sports fields and all open lawn/forestry areas through out all of the Town parks.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Help with the maintenance of park facilities, spot fields and open-air shelters.
- Work on a schedule for lawn care maintenance program, weed /fertilizing control programs, maintain the landscaped planting beds nursery stock, and manage a forestry program for the parks.
- Maintain all park equipment, provide a preventive maintenance program for park equipment.
- Help manage the parks recreational hiking trails, ice rink, ski trails and sledding hill.
- Assist in design and construction of new park infrastructure improvements.
- Maintain regular, punctual, and predictable attendance.
- Comply with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- Minimum educational requirement is high school diploma, four-year degree preferred.
- Knowledge of park management, forestry and landscape essential.
- Good driving record is important with ability to obtain a commercial driver's license.

- Must have a valid driver's license.
- Management experience in supervising and budgeting preferred.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

Physical demands while performing duties requires use of hands to handle objects, tools and controls. The employee frequently is required to stand, walk, reach above head, talk and hear. The employee must regularly lift and move up to fifty pounds. The employee might also be required to sit, climb, balance, bend, twist stoop, kneel or crawl. Mental demands while performing job duties include ability to read and comprehend instructions, memos and correspondence. Ability to add, subtracts, multiply and divides. Ability to perform these operations using American systems of weight, measurement, volume and distance. Ability to recognize and deal with problems that may arise during daily operations.

Tools and Equipment Used

Use of hand tools, power tools, chain saws, tree pruning tools, lawn mowers, tractors, front-end loaders, dump truck, plow truck and other equipment as necessary to complete job.

Work Environment

The employee will be outside in most types of weather while performing work duties. The noise level at times may require use of earplugs.

Hours of Work

The normal workday is eight hours, from 7:00 am to 3:30 pm, with a half-hour lunch period, and a break of fifteen (15) minutes. Some weekends may be required.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

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Revised: 2019-11-25

Approved: 2019-12-xx



**Town of Lisbon
Position Description**

Department: Parks Department
Title: Main Seasonal Laborer
Reports To: Park Director

Purpose of Position

Main seasonal employees are responsible for maintaining all of the open green space throughout the Town's parks and municipal buildings, hiking trails, playgrounds, sport fields and picnic shelter sites. They will help out with Town sponsored family events throughout the summer season.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Help with the maintenance of park facilities, sport fields and open-air shelters.
- Work on a schedule for lawn care maintenance program, weed /fertilizing control programs, maintain the landscaped planting beds nursery stock.
- Maintain park equipment and help manage the parks recreational hiking trails.
- Maintain regular, punctual, and predictable attendance.
- Comply with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- Minimum educational requirement is high school diploma, four-year degree preferred.
- Knowledge of park maintenance practices.
- Good driving record is important.
- Must have a valid driver's license.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

Physical demands while performing duties requires use of hands to handle objects, tools and controls. Ability to use hands to handle objects, tools and controls. The employee frequently is required to stand, walk, reach above head, talk and hear. The employee must regularly lift and move up to fifty pounds. The employee might also be required to sit, climb, balance, bend, twist, stoop, kneel or crawl. Mental demands while performing job duties include ability to read and comprehend instructions, memos and correspondence. Ability to recognize and deal with problems that may arise during daily operations.

Tools and Equipment

Other skills if applicable: riding lawn mowers, use of hand tools, shovels, rakes etc., driving truck with a trailer (under 26,001 lbs.), tractor experience, gas power tools (weed whip, chain saw, power broom) and sport field maintenance experience.

Work Environment

The employee will be outside in most types of weather while performing work duties. The noise level at times may require use of earplugs.

Other Duties

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Revised: 2019-11-25

Approved: 2019-12-xx



Town of Lisbon Position Description

DEPARTMENT: Parks Department
Title: Director of Parks, Recreation and Forestry
Reports To: Town Administrator

Purpose of Position

The Director of Parks, Recreation and Forestry is responsible for the management and administration of the Town's parks, recreation and urban forestry operations, including acquisition, development, and maintenance of parks, open spaces, facilities, and resources. The incumbent is responsible for the delivery of comprehensive leisure services and programs to meet the varied needs and interests of the community. The position reports directly to the Town Board /Administrator and serves as a member of the department head team.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Consults with, and serves as staff liaison to, Parks and Recreation Committee for the formulation of policies and procedures, establishment of goals and objectives, and provision of services to the public.
- Plans, organizes, and manages the scope and direction of overall Departmental operations and services.
- Establishes and advocates philosophy, vision, and mission with corresponding administrative plans, goals, and objectives.
- Directs the acquisition, design, development and maintenance of parkland, open space, facilities, and resources.
- Analyzes the effectiveness of Department services; studies conditions, needs, and trends and prepares, recommends, or updates short term and/or long range plans accordingly.
- Maintains systematic, complete, and accurate records of Department programs, activities, services, equipment, and personnel.

- Establishes and supervises an effective administrative organization for operation of the Department and adjusts staff organizational relationships and work assignments as necessary to accomplish required scope of services.
- Directs the recruitment, hiring, training, supervision, evaluation and discipline of Department staff.
- Develops job descriptions and maintains personnel records as necessary.
- Plans and manages the financial aspects of the Department including the annual budget, capital improvements, grants, contracts, and special projects.
- Reviews and approves payrolls, purchases, contracts and other financial obligations of the Department.
- Promotes and maintains positive Departmental public relations and image with other Town Departments and staff, external groups and organizations, and community in general.
- Consults and/or confers with independent recreation groups and organizations, and other community and special interests groups relative to Department services and overall community-wide recreation activities and opportunities.
- Maintains regular and predictable attendance.
- Complies with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- Minimum educational requirement is high school diploma, Bachelor's Degree in Parks and Recreation Administration preferred.
- Knowledge of park management, forestry and landscape essential
- Three (3) years parks/facilities development, maintenance, and management experience.
- Strong leadership, management, communication, and human relations skills required.

- Equivalent combinations of training and experience will be considered.
 - Possess a valid driver's license.
 - Good driving record important with ability to obtain a commercial driver's license.
 - Management experience in supervising and budgeting preferred.

Physical and Mental Abilities Required to Perform Essential Job Functions

Ability to organize and set priorities. Physical demands while performing duties requires use of hands to handle objects, tools and controls. The employee frequently is required to stand, walk, reach above head, talk and hear. The employee must regularly lift and move up to fifty pounds. The employee might also be required to sit, climb, balance, bend, twist, stoop, kneel or crawl. Mental demands while performing job duties include ability to read and comprehend instructions, memos and correspondence. Ability to assist with the writing of correspondence and grant applications. Ability to add, subtracts, multiply and divide numbers. Ability to perform these operations using American systems of weight, measurement, volume and distance. Ability to recognize and deal with problems that may arise during daily operations.

Tools and Equipment Used

Use of hand tools, power tools, chain saws, tree pruning tools, lawn mowers, tractors, front-end loaders, dump truck, plow truck and other equipment as necessary to complete job.

Work Environment

The employee will be outside in most types of weather while performing work duties. The noise level at times may require use of earplugs.

Hours of Work

The normal workday is eight hours, from 7:00 am to 3:30 pm, with a half-hour lunch period, and a break of fifteen (15) minutes. However, salaried management might be asked to put in extra time necessary to accomplish the task at hand. Subject to the Town's policies, the employee may receive flex time off for hours worked in excess of 40 hours per week (match hour for hour) if their workload allows.

Other Duties

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Revised: 2019-11-25

Approved: 2019-12-xx



Town of Lisbon Position Description

Department: Parks Department
Title: Parks Seasonal Laborer
Reports To: Park Director

Purpose of Position

Seasonal workers are responsible for maintaining all of the open green space throughout the Town's parks and municipal buildings, hiking trails, playgrounds, sport fields and picnic shelter sites. They will help out with Town sponsored family events throughout the summer season.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Help with the maintenance of park facilities, sport fields and open-air shelters.
- Work on a schedule for lawn care maintenance program, weed /fertilizing control programs, maintain the landscaped planting beds nursery stock.
- Maintain park equipment and help manage the parks recreational hiking trails.
- Maintain regular, punctual, and predictable attendance.
- Comply with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- Minimum educational requirement is high school diploma, four-year degree preferred.
- Knowledge of park maintenance practices.
- Good driving record is important.
- Must have a valid driver's license.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

The employee frequently is required to stand, walk, reach above head, talk and hear. Ability to use hands to handle objects, tools and controls. The employee must regularly lift and move up to fifty pounds. The employee might also be required to sit, climb, balance, bend, twist, stoop, kneel or crawl. Mental demands while performing job duties include ability to read and comprehend instructions, memos and correspondence. Ability to recognize and deal with problems that may arise during daily operations.

Tools and Equipment

Other skills if applicable: riding lawn mowers, use of hand tools, shovels, rakes etc., driving truck with a trailer (under 26,001 lbs.), tractor experience, gas power tools (weed whip, chain saw, power broom) and sport field maintenance experience.

Work Environment

The employee will be outside in most types of weather while performing work duties. The noise level at times may require use of earplugs.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

Equal Opportunity Employer

The Town of Lisbon is an Equal Opportunity Employer. The Town prohibits discrimination on the basis of race, color, national origin, religion, sex, age, disability, and any other characteristic protected by applicable state or federal law. In compliance with the Americans with Disabilities Act, the Town will provide reasonable accommodations to qualified individuals with disabilities, unless doing so would impose an undue hardship on the Town, and encourages both prospective and current employees to discuss potential accommodations with the Town.

Revised: 2019-11-25

Approved: 2019-12-xx

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ARTICLE I. INTRODUCTION

SECTION 1.01 - AUTHORIZATION

This employee handbook ("Handbook") summarizes the employment policies, procedures, rules, and regulations for the Town of Lisbon ("the Town") to provide for the Town's orderly and efficient operation. It is your responsibility to read and become familiar with this Handbook and to follow the policies, procedures, rules, and regulations contained in it. Most of your questions should be answered in this Handbook. However, if you have questions regarding the Handbook or matters that are not covered, please direct them to your Department Head.

The Handbook was adopted by the Town Board of Supervisors on _____, pursuant to the authority granted under State Statutes. The overall authority and responsibility to administer the Handbook is vested in the Town Administrator. The Administrator shall be responsible for the day-to-day administration of the Handbook.

SECTION 1.02 - COMPLIANCE WITH POLICIES, RULES AND EXPECTATIONS OF CONDUCT

The Town Board and management staff believes that the Town was established to serve the residents of Lisbon and that growth and progress will be achieved through the successful application of our employees' skills to required activities. Thus, the Town's employees play a major role in our success. Through active employee contribution and employee recognition of these contributions, we believe we can attain the standard of operations that will provide the pride, rewards, opportunities and the security that we all seek.

Compliance with the policies, rules and general expectations of conduct is of paramount importance in order to fulfill these objectives and for the employee to have a successful career in the Town. Failure to comply with these policies, rules and general expectations of conduct can undermine these objectives, and the trust and confidence that the public, businesses, employees and officers of the Town must have in that employee.

It has been, and shall continue to be, the Town's policy to recognize the competence and ability of applicants for employment and existing employees. The Town will provide equal employment opportunity to all individuals, regardless of their race, age, sex, sexual orientation, creed, religion, color, handicap, disability, marital status, citizenship, veteran status, membership in the National Guard, state defense force, or reserves, national origin, ancestry, or any other characteristics protected by law. This policy applies to all employment decisions, including but not limited to, recruitment, hiring, compensation, benefits, promotions, transfers, layoffs, discipline, termination, and other conditions of employment.

The Town treats all violations of policy, the rules and general expectations of conduct very seriously. Violations of these policies, the rules, and general expectations of conduct can subject an employee to discipline, up to and including discharge.

SECTION 1.03 - SCOPE

The Handbook sets forth employment policy guidelines, rules of conduct and guidance regarding general expectations of professional behavior and conduct which employees are expected to follow. Every possible circumstance cannot be anticipated or addressed in this Handbook. None of the statements, policies, procedures, benefits, rules, and regulations contained in this Handbook constitute a guarantee of employment, a guarantee of any other rights or benefits, or a contract of employment, express or implied. No employee of the Town has any authority to enter into any contract for employment, express or implied, for any specified period of time, or to make any agreement contrary to the at-will employment status of Town employees. No statement or promise by a supervisor, manager, or Department Head constitutes or should be interpreted as constituting a change in policy or an agreement with any employee.

All of the Town's employees are employed "at will", unless otherwise expressed by an employment contract, and is not for any definite period. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the Town or the employee.

All Fire Department employees are governed by the Standard Operating Guidelines, policies and code of ethics of the Fire Department, which shall take precedence if in conflict with the Handbook. Policies included in the Handbook, but not addressed in the Fire Department Standard Operating Guidelines, policies or code of ethics shall apply to the Fire Department employees.

SECTION 1.04 - AMENDMENTS

The Town may alter, modify, change or eliminate the provisions set forth in this Handbook, including but not limited to any employee benefit plans or programs, at any time with or without notice. Furthermore, the Town has the exclusive authority to, in its discretion, interpret the policies, procedures, benefits, rules and regulations contained herein and determine whether to apply such policies, procedures, benefits or regulations in any given situation. This Handbook supersedes all previous handbooks, statements, policies, procedures, benefits, rules and regulations given to employees, whether verbal or written. This Handbook may only be modified by the Town Board in writing.

Amendments may be approved by the Town Board upon recommendation of the Town Administrator. Supplements to the Handbook will be issued to update or revise present rules and polices as deemed necessary.

SECTION 1.05 - DISTRIBUTION

This Handbook shall be distributed to every current and future Town employee upon employment. Town employees should maintain a current copy of the Handbook and become familiar with its contents. Employees shall be required to individually acknowledge receipt of a copy of the Handbook by signing and dating the "Acknowledgment of Receipt" form found at the end of the Handbook.

ARTICLE II. DEFINITION OF EMPLOYMENT CLASSES

SECTION 2.01 - UNCLASSIFIED EMPLOYEES

Unclassified employees shall be exempt from the provisions of these regulations except as noted below. Unclassified employees are: members of the Town Board, members of any Board, Committee, or Commission appointed by the Town Chairman and confirmed by the Town Board. These employees are not, however, exempt from the sections regarding "Harassment", "Drugs and Alcohol" and "Technology" which are a part of this Handbook.

SECTION 2.02 - CLASSIFIED EMPLOYEES

(a) Regular Full-Time

Employees who are paid on a salaried basis or on an hourly basis and work at least thirty-seven and one-half (37.5) hours per workweek are considered full-time employees.

(b) Regular Part-Time

Those employees working a regularly scheduled workweek that is less than full-time, working less than thirty-seven and one-half hours (37.5) hours per workweek, and work year-round. Part-time employees will be paid on an hourly basis and are not eligible for benefits.

(c) Seasonal and Temporary

An employee who normally works full-time or part-time for temporary periods of time, such as summer help, temporary, or substitute staff support, in positions having irregular workloads, or in experimental positions. Such employees shall not be entitled to any benefits except as mandated by applicable law.

(d) Fire Department – Career Full Time and Paid-on-Call

The Fire Department Career Full Time employees respond to emergency calls during assigned hours and on assigned groups. These employees are paid on an hourly basis for the time when responding to a fire or EMS call and are eligible for benefits as described in the Employee Benefits Manual.

Paid on Call employees are not eligible for benefits except the VFIS program for fire personnel subject to all Fire Department Standard Operating Guidelines.

(e) Non-exempt

Full or part-time employees who are not exempt from the minimum wage, overtime and timekeeping provisions of the Fair Labor Standards Act. In general, non-exempt employees generally receive overtime pay, which is one and one-half times the employee's regular rate, for each hour of work performed over 40 hours in one workweek.

(f) Exempt

Employees who meet one the exemptions from the overtime provisions as defined in the Fair Labor Standards Act. These employees do not receive overtime pay for work performed over 40 hours in one workweek. Exempt employees include those employed in an executive, administrative, professional, or computer professional position, among others, who meet the FLSA requirements.

ARTICLE III. EMPLOYMENT PRACTICES

SECTION 3.01 - EQUAL EMPLOYMENT POLICY

The Town of Lisbon is an equal opportunity employer. It is the policy of the Town of Lisbon to give equal employment opportunity in accordance with the law to all employees and applicants. This policy is an effort to ensure that the Town of Lisbon personnel programs are free from discrimination on the basis of age, race, religion, color, sex, national origin, physical or mental handicap or disability, creed, sexual orientation, ancestry, arrest or conviction record, citizenship status, marital status, veteran status or membership in the National Guard or any reserve component of the military forces of the United States or the State of Wisconsin, political affiliation, or any other characteristic protected by law. All employees and applicants will be accorded fair treatment and equal opportunity, through the adoption of appropriate policies.

It is the Town's policy to seek and employ the best qualified personnel in all positions, to provide equal opportunity for advancement to all employees, including upgrading, promotion and training, and to administer these activities in a manner which will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap or disability, genetic information, ancestry, sexual orientation, marital status, arrest or conviction record, or any other basis protected by state or federal law. All employees are required to provide proof of identity and authorization to work in the United States. It is the policy of the Town to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA) and other State and Federal laws. The Town will make reasonable accommodations for qualified employees or applicants with disabilities, provided that any accommodations do not impose an undue hardship on the Town.

The Town is further committed to providing a work environment in which employees are treated with courtesy, respect and dignity. Therefore, all employees are encouraged to bring any concern or complaints in this regard to the attention of management. If an employee believes she or he has witnessed or been subject to discrimination, she or he should follow the complaint procedures outlined below. All complaints of sexual harassment, or harassment of any kind, will be investigated promptly and, where necessary, immediate and appropriate action will be taken to stop and remedy any such conduct.

All employees share in the responsibility for assuring that the policies are effective and apply uniformly to everyone. Any employees, including managers, involved in discriminatory practices will be subject to corrective actions up to and including termination.

SECTION 3.02 - ANTI-HARASSMENT POLICY

The Town of Lisbon is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, the Town will not tolerate harassment of Town employees by anyone, including any supervisor, co-worker, elected or appointed official, vendor, citizen or customer of the Town.

Harassment consists of unwelcome conduct, whether verbal, physical, electronic or visual, that is based on a person's protected status, such as sex, color, race, ancestry, religion, national origin, age, physical handicap, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or another protected group status. The Town will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Definitions:

- **Verbal Harassment:** Unsolicited or unwelcome verbal conduct, including but not limited to innuendoes, degrading or suggestive comments, repeated pressure for dates, jokes, unwelcome flirtations, degrading words used to describe an individual, obscene and/or graphic description of an individual's body or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to or submit to unwelcome conduct.
- **Non-Verbal Harassment:** Unsolicited or unwelcome non-verbal conduct, including, but not limited to sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, electronic messaging, email, the internet or other such sources as a means to express or obtain sexual or discriminatory material, printed or written materials including offensive cartoons, suggestive or offensive sounds, whistling, catcalls or obscene gestures. Any material which inappropriately raises the issues of sex or discrimination.
- **Physical Harassment:** Unsolicited or unwelcome physical contact, which may include touching, hugging, massages, kissing, pinching, patting, or regularly brushing against the body of another person.
- **Unwelcome Harassment:** For the purpose of this policy, conduct is unwelcome when the person subjected to the conduct did not solicit or incite the conduct and regarded the conduct as undesirable or offensive. Conduct may be unwelcoming despite participation by the offended employee and despite the fact that the offended employee does not tell the accused the conduct is unwelcome.

Prohibited Activity:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term of condition of employment; or
- Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
- Any verbal, written, visual or physical act that creates a hostile, intimidating or offensive work environment or interferes with an individual's job performance.

Sexual Harassment:

Unwelcome sexual advances, requests for sexual favors, and other physical, verbal or visual conduct based on sex, whether or not such conduct is repeated, constitute sexual harassment when:

1. Submission to such conduct is an explicit or implicit term or condition of employment;
2. An individual's submission to or rejection of such conduct becomes the basis for employment decisions affecting that individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include, but is not limited to, explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching or brushing against another's body. Sexual harassment also includes conduct directed by a person at another person of the same or opposite gender.

It is the policy of the Town that all employees have the right to work in an environment where they are treated with respect and dignity and are free of persistent and unwelcome conduct or actions on the basis of race, color, religion, national origin, disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve, or use or nonuse of lawful products away from work or any other basis prohibited by law.

The Town will not tolerate, condone, or allow harassment by any employee or non-employee who conducts business with the Town. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, sex, religion, age, disability, sexual orientation, union or non-union membership, national origin or any other protected class.

The Town considers harassment and discrimination of others to be forms of serious employee misconduct. Therefore, the Town shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A violation of this Town policy can lead to discipline up to and including termination.

Other Types of Harassment:

- The Town will not condone, permit, nor tolerate discrimination or harassment based on race, age, creed, religion, color, handicap, disability, marital status, citizenship, veteran status, membership in the National Guard, state defense force, or reserves, national origin, ancestry, arrest or conviction record, or any other characteristics protected by law against employees in any manner whatsoever. Persons who engage in such discrimination and/or harassment will be subject to appropriate discipline up to and including termination of employment. All complaints of discrimination and/or harassment of any kind will be investigated promptly, and where necessary immediate and appropriate action will be taken to stop and remedy such conduct.

- Any employee who believes that he or she has been the subject of discrimination and/or harassment of any type should immediately report the matter in accordance with the complaint procedures below. The Town encourages employees to report any incident of discrimination and/or harassment immediately.

Discrimination/Harassment Complaint Procedures:

- Any employee encountering harassment is encouraged but not required to inform the person that his or her actions are unwelcome and offensive. This initial contact can be either verbal or in writing. The employee is to document all incidents of harassment in order to provide the fullest basis for investigation.
- Any employee who opts not to inform the other person that his/her actions are unwelcome and offensive and who believes that he or she is being harassed shall report the incident(s) as soon as possible to a supervisor, Department Head, the Town Clerk or the Town Chairman so that appropriate investigative and remedial action, where appropriate, may be initiated. The prohibitions against unlawful discrimination and/or harassment also may apply to non-employees with whom our employees come into contact in connection with their employment with the Town. Consequently, if you feel discriminated against by a non-employee in connection with your employment, you should use the procedure outlined in this policy.
- The Department Head or other person to whom a complaint is given shall meet with the employee and document the incident(s) complained of, the person(s) performing or participating in the harassment, any witnesses to the incident(s) and the date(s) on which it occurred and shall report the findings to the Town Clerk.
- The Town Clerk or designee shall be responsible for investigating any complaint alleging harassment or discrimination promptly and thoroughly. In the event the Town Clerk is the subject of the complaint then the Town Board Chairman or the Chairman's designee shall substitute for the Town Clerk.
- If the investigation confirms that discrimination and/or harassment has occurred, the Town will take appropriate disciplinary action against those individuals who are found to have engaged in such conduct up to and including termination.

Confidentiality:

- Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.

Retaliation:

- Retaliation against any employee for filing a harassment or discrimination complaint, or for assisting, testifying, or participating in the investigation of such a complaint, is prohibited by the Town and by state and federal statutes.

- Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints.

SECTION 3.03 - RECRUITMENT

Recruitment shall be tailored to the position to be filled and shall be directed to sources likely to yield qualified candidates. The Town seeks to hire the best qualified candidates who fit the needs and culture of the Town. When in the interests of the Town, the Town may attempt to fill the position from within the organization though external candidates may also be considered.

SECTION 3.04 - JOB ANNOUNCEMENTS

All vacancies for Town positions may be announced and posted in each department and on the Town's website, Facebook page, Community Access Channel 14 as the Town Administrator and Town Board deems appropriate. The announcements shall specify the job title, the nature of the work to be performed, preparation required or desirable for performance of the job, the time, place and manner of making applications, closing date for receiving applications and other pertinent information.

When positions above the entrance level are vacant, they may be filled by promotion of employees in lower positions. Promotional examinations may be utilized. The Department Head may recommend promotion of an employee to the Town Administrator and Town Board. Employees are encouraged to discuss promotional opportunities with their supervisor and Department Head.

SECTION 3.05 - MEDICAL EXAMINATIONS

Prospective employees may be required to take a physical examination conducted by a physician chosen by the Town and paid for by the Town. The purpose of this physical examination is to assure that the candidate is physically fit to perform the required job duties and functions in accordance with the job description. The results of the examination will be evaluated in accordance with the Americans with Disabilities Act (ADA) and will remain confidential.

SECTION 3.06 - BACKGROUND INVESTIGATIONS

(a) Background Check

Prospective and current employees of the Town may be subject to a background check. The data will be evaluated in relation to the applicant's perceived ability to perform the duties and responsibilities of the specific position applied for. Such information will remain confidential to the fullest extent possible.

(b) Screening

Depending on the nature of the position and the applicants applying for the position, the Town may conduct varying levels of background screening to determine whether candidates for employment, promotion, assignment or transfer are suitable for the position they desire to obtain. Information that may be obtained or requested includes, but is not limited to, information relating to references, past employment, work habits, education, judgments, liens, criminal background and offenses, character, general reputation and driving records. The Town may also obtain information from a consumer reporting agency. Before denying an extension, assignment, promotion, or other benefit of employment, based in whole or in part, on information obtained from the consumer reporting agency, the Town will provide a copy of the report and a description in writing of the applicant's rights under the Fair Credit Reporting Act.

SECTION 3.07 - NEPOTISM

The Town does not prohibit the hiring of an employee who has a relative that is an employee of the Town. However, no employees from the same immediate family shall hold jobs which involve supervision of, or being supervised by, another member of the same immediate family. "Immediate relative" is defined as the employee's spouse, child, parent, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, uncle, aunt, niece, nephew or first cousin.

SECTION 3.08 - WORK SCHEDULES

Work schedules vary throughout the organization. Town departments may have different hours for employees due to the special nature of their operations. Scheduled hours of work are set by the Department Head and will be designated by the department to which the employee is assigned. Working hours, lunch periods and work breaks will be explained by supervisors or Department Head.

Public Works and Park Department full time employees will generally work from 7:00 A.M. until 3:30 P.M., Monday thru Friday unless assigned otherwise. Public Works Department employees may be required to be "on call" from November 15 to March 15 and are required to be available at any time. Employees who are called in to work shall be paid at the rate of time and one-half (1-1/2) commencing at the time the employee reports to work. During this period one (1) employee may be allowed to take vacation in increments of no more than five (5) consecutive vacation days. The employee on vacation may be on call either the preceding or succeeding Saturday/Sunday, but not both.

Town Hall full time employees will generally work from 8:30 A.M. until 4:30 P.M. unless assigned otherwise.

Part-time and seasonal and temporary employees will work the hours assigned by their supervisor. Full-time employees will be given a 15-minute break to be taken as the work permits. A one-half hour non-paid lunch period will be taken by all employees working six (6) or more hours in a day.

SECTION 3.09 - PERFORMANCE EVALUATIONS

All employees are expected to satisfy or exceed the levels of performance required of the positions in which they are employed. Employee performance will be reviewed annually or more frequently if deemed appropriate by the Town Administrator or Department Head. An employee must maintain reasonable standards of work quality, consistent with experience, and must accomplish work within the time limits established by an employee's direct supervisor or Department Head. Employees who do not satisfy the level of performance required by the Town, who exhibit poor performance, or who are unable to work with other employees, may be disciplined, up to and including termination.

Performance evaluation reports may be considered in the decisions affecting placement, employment status, salary adjustments, promotions, demotions, dismissal, re-employment, training, and other job-related actions.

Some of the job factors that are reviewed may include: accuracy, quality of work, quantity of work, dependability, adaptability, job knowledge, organization, judgment, initiative, cooperation, ability to get along with others, public service mindset, attitude and attendance. It is the employee's responsibility to improve his or her performance. The practices for departments or positions for the evaluation process may vary.

The first 180 calendar days of employment are considered to be an orientation/introductory period. It offers the Town an opportunity to review an employee's skills, ability, and attitude. At the end of the first 180 calendar days of employment an evaluation will be prepared by the Department Head. Employees terminating or resigning during the orientation/introductory period will not be eligible to be paid for sick days. After completing the orientation period, Town employees continue to be at-will employees and may terminate or be terminated at any time for any reason with or without notice.

SECTION 3.10 - SEPARATION FROM EMPLOYMENT

(a) Categories of Separation

1. **Retirement:** Separation from employment with the Town shall occur by retirement under the provisions of the Wisconsin Retirement System (WRS).
2. **Upon the death of the employee:** In the case of death, the employee may be eligible to receive earned but unused vacation, holidays, or sick leave as provided by the terms of this Handbook. Any final payout of an employee who has died while employed will be done in accordance with applicable law and Wisconsin State Statutes.

3. **Resignation with Notice:** If an employee decides to leave the Town, then the employee is expected to advise the Town in writing at least two (2) weeks prior to his or her date of departure so that an orderly transition can be made. Department Heads and all supervisory personnel are requested to give four (4) or more weeks' notice. The Town reserves its right to terminate the employee before that date. The employee will be paid all proper compensation up to his or her final day of employment. In addition, the Town will pay any accrued but unused vacation, holidays, and sick leave as is required by this Handbook. At retirement or separation with notice, the employee shall be paid for accumulated sick days, in accordance with the following schedule:

<u>Length of Employment</u>	<u>Percentage (%)</u>
0 through 9 th year	0%
Start of 10 th year	50%
Start of 11 th year	60%
Start of 12 th year	70%
Start of 13 th year	80%
Start of 14 th year	90%
Start of 15 th year	100%

4. **Resignation without Notice:** If an employee decides to leave the Town and the employee fails to provide written notice at least two (2) weeks prior to his or her date of departure, then the employee's resignation will not be treated as a Resignation with Notice and will result in the nonpayment of any accrued but unused vacation and sick leave benefits. The Town reserves its right to terminate the employee before the chosen date. The employee will be paid all proper compensation up to his or her final day of employment, but the employee will not be paid any accrued but unused vacation or sick leave.
5. **Termination:** If the Town decides to terminate an employee for reasons other than for violating policies or rules, then the employee will be notified of the Town's decision. The employee will be paid all proper compensation up to his or her final day of employment and any accrued but unused vacation as is required by this Handbook.
6. **Termination for a Policy or Rule Violation:** Should an employee be terminated for a violation of the policies and rules, then the employee will not be paid for any accrued but unused sick leave or vacation benefits.

(b) Final Paycheck

An employee who resigns or who is terminated will receive his or her final paycheck on the next regularly scheduled payday along with information regarding insurance continuation and other benefit plans as is provided per this Handbook.

(c) Exit Interview

In all cases of separation of employment, an exit interview may be conducted by the Town.

(d) Return of Property, Records, Forms

Upon separation, the employee must return all property, records and complete required forms prior to receiving final payment for compensation or payment for any accrued vacation or sick leave as may be required by this manual.

SECTION 3.11 - PERSONNEL FILES

(a) Maintenance of Records

The Town Administrator shall be responsible for the maintenance of the official personnel files for all Town employees. These files shall be confidential and contain the complete employment history of each employee during employment with the Town. The personnel files will generally contain, but are not limited to the following information: employment applications, commendations, education and special training received, reprimands, performance evaluations, wage data, promotions and other relevant personnel documents. The privacy of employee personnel files will be governed and administered in accordance with Federal and State law.

(b) Employee Rights

Employees are permitted to inspect and copy any material which is contained in their personnel file, provided that they submit a written request to the Department Head and Town Administrator.

(c) Modifying Personnel File Information

If factual information is demonstrated to be incorrect by the employee, it will be corrected. If an employee disagrees with certain items in his/her file, he/she may submit a concise statement of disagreement for inclusion in his/her personnel file.

It is important that each employee immediately notify the Town Clerk or their Department Head in the event of any change in status. This assists us in keeping all information in your personnel file current. Employees should report any changes in name, mailing address, telephone number, marital status, number of dependents, beneficiary designations, and who to notify in case of an emergency.

SECTION 3.12 - COMMERCIAL DRIVERS LICENSE

Employees of the Public Works and Parks Department are required to obtain and maintain Classes A, B, C & D Commercial Driver's License (CDL). Those employees who are required to have a Class ABCD CDL and have the CDL revoked by the Department of Transportation shall notify their supervisors immediately. Employees who lose their CDL may be allowed to remain on the job provided that the Public Works Director or Parks Director determines, with the approval of the Town Board, that there is other work that the employee can perform or the employee obtains an occupational CDL license.

If no other work is available, the employee may be terminated or put on a voluntary layoff for a period not to exceed three (3) months. During the three (3) month layoff period, if the employee has his CDL reinstated or obtains an occupational CDL driver's license the employee may be allowed to return to work at the Town's option. If the employee does not have a CDL license at the expiration of the three (3) month period, the employee may be retained or terminated at the Town's option. Employees shall pay the cost of renewing a CDL.

ARTICLE IV. EMPLOYEE BENEFITS

All employee specific benefits can be found in the "Employee Benefits Manual". Only Regular, Full-Time employees, as described in Section 2.02 of the Employee Handbook are eligible for benefits; part-time employees are not.

SECTION 4.01 - FEDERAL AND STATE TAX IMPLICATIONS

Employees should be aware that certain benefits, like cell phone reimbursement, may be subject to State and/or Federal tax. The Town assumes no responsibility as to items taxed or as the amount of such taxes.

SECTION 4.02 - MILITARY / RESERVE LEAVE

The Town complies with the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees. Military leave may be granted to full-time and part-time employees for a period of four years plus a one-year voluntary extension of active duty (five years total) if this is at the request and for the convenience of the United States government.

As with any leave of absence, employees must provide advance notice to their supervisor of their intent to take a military leave and must provide appropriate documentation unless giving such notice is impossible, unreasonable, or precluded by military necessity.

An employee's salary will not continue during a military leave unless required by law. However, employees may request to use any vacation time accrued during military leave. Eligible employees can elect continued health benefits while out on a military leave of absence. If an eligible employee elects continuation coverage and the employee's leave is 30 days or less, the employee will be required to pay their normal portion of the cost of benefits. For leaves of 31 or more days, eligible employees will can continue health benefits under COBRA and will be required to pay 102 percent of the total cost of their health benefits if they wish to continue benefits.

Upon return from military leave, employees will be reinstated with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously, except to the extent permitted by law. Employees whose military leave was less than 31 days must report for reemployment at the beginning of the first regularly scheduled workday that is at least eight hours after the employee returns home. However, if reporting in that time frame is impossible or unreasonable through no fault of the employee, then the employee must report for reemployment as soon as possible after the eight-hour period. If the employee's military leave was 31 to 180 days long, the employee must submit an application for reemployment within 14 days following completion of military service. However, if applying in that time frame is impossible or unreasonable through no fault of the employee, then the employee must submit an application for reemployment on the next first full calendar day when applying for reemployment becomes possible. If the employee's military leave was longer than 180 days, the employee must generally submit an application for reemployment no later than 90 days following completion of service. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

If employees are reservists in any branch of the Armed Forces or members of the National Guard, they will be granted time off for military training. Such time off will not be considered vacation time. However, employees may elect to have their reserve duty period be considered as vacation time to the extent they have such time available.

SECTION 4.03 - FUNERAL LEAVE

Each employee of the Town shall have the right upon a death in the family to be granted leave of absence with pay as follows:

- In the event of a death of a member of your immediate family (spouse, son, daughter, mother, father, sister, brother, stepparent, stepchild, stepbrother/sister, grandparent, grandchild, and in-laws), an employee will be granted time off with pay up to a maximum of three (3) days for the express purpose of preparation for and attendance at the funeral. In the case of other family members, one day of unpaid leave is allowed. If additional time is necessary, vacation days may be used provided the employee is eligible for vacation time.
- Notice and prior approval must be obtained by the Department Head as soon as the employee determines that he/she will be absent. The Town reserves the right to request substantiation of any death in an employee's immediate family and/or confirmation of an employee's attendance at a funeral.
- Department Heads, with the consent of the Town Administrator, may authorize expanded use of funeral leave as special circumstances may warrant.
- Exceptions to the length of leave shall depend upon the circumstances and shall be subject to the approval of the Department Head. In no event will an employee be required to work on the day of the funeral of the family member, as defined herein.
- The leave provided for in this section shall only apply to regularly scheduled work days.

SECTION 4.04 - JURY DUTY

The Town encourages all employees to be civic minded. All hourly employees will be compensated by the Town for their time off to serve on a jury based on their regular rate of pay for their regularly scheduled hours for each day they serve on the jury.

Leave of absence for jury duty, or for mandated court obligations or appearances before a public body in connection with Town business, will be granted with pay. Proof of court service and compensation will be required, so employees must retain all receipts. In the case of jury duty, employees will receive their regular straight-time wage for scheduled straight-time hours during the period of absence provided that the payment received for jury duty, less parking expenses, is returned to the Town. When an employee is not assigned to a case, or is released from jury duty before the normal quitting time, the employee shall return to work unless excused by his /her supervisor.

SECTION 4.05 - VOTING LEAVE

If an employee cannot vote at his/her assigned polling place either before or after the employee's scheduled work hours for reasons outside of the employee's control, the employee will be permitted up to three (3) consecutive hours of unpaid time off at the beginning or end of the workday to vote. Time absent from work may only be used to travel to and from the employee's assigned polling place and to vote. Employees should make their requests for time off to vote no later than twenty-four (24) hours in advance of Election Day. Every effort should be made to vote either before or after the employee's normal work day. The employee may use vacation or personal time off to be paid for the time away from work in lieu of unpaid leave.

SECTION 4.06 - ADVERSE WEATHER LEAVE

All employees are expected to report to work during adverse weather conditions, particularly those employees in the Public Works Department. However, if adverse weather conditions prevent Town Hall employee from coming to work, prevents him/her from coming to work on time, or requires him/her to leave work early, the employee must make the time up or, if a non-exempt employee, take the time off without pay. The employee may elect to use accrued vacation, compensatory time, or personal time to receive time off with pay, consistent with department policy. If the Town Hall is closed by order of the Town Administrator or designee, then the employee will be compensated fully for any hours missed.

SECTION 4.07 - FAMILY AND MEDICAL LEAVE

(a) Introduction

The federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from work to care for themselves or a family member with a serious health condition or to care for a newborn or newly adopted child. The FMLA also provides employees with the right to take unpaid leave when employees need time off from work due to a qualifying exigency arising as a result of a family member being on covered active duty (or notified of an impending call or order to covered active duty) in the Armed Forces or to care for a family member who is a covered servicemember with a serious injury or illness.

(b) Eligibility for Leave

WFMLA:

- Employee must have worked for the Town for more than 52 consecutive weeks; and
- Employee must have worked for the Town for at least 1,000 hours during the 52-week period preceding beginning of the leave.

FMLA:

- Employee must have worked for the Town for at least 12 months; and
- Employee must have worked for the Town for at least 1,250 hours of service during the 12-month period preceding the beginning of the leave.

(c) Amount of Leave Available

WFMLA:

Employees are allowed up to 10 workweeks of unpaid leave in a calendar year as follows:

- Up to 6 weeks of unpaid leave for the birth or adoption of a child.
- Up to 2 weeks of unpaid leave for the care of a child, spouse, domestic partner, parent, parent –in-law, or parent of a domestic partner with a serious health condition.
- Up to 2 weeks of unpaid leave for the employee’s own serious health condition that makes the employee unable to perform his or her duties.

FMLA:

Employees are allowed up to 12 workweeks of unpaid leave in a calendar year for any combination of the following:

- Birth, adoption placement, or foster care placement of the employee’s child.
- To care for the employee’s spouse, child or parent who has a serious health condition.
- For the employee’s own serious health condition that makes the employee unable to perform the functions of his or her position.
- Due to any qualifying exigency arising as a result of the employee’s spouse, child, or parent being on covered active duty in the Armed Forces (“covered active duty” means duty during the deployment with the Armed Forces to a foreign country in the case of a member of a regular component of the Armed Forces or during the deployment with the Armed Forces to a foreign country under a call or order to active duty in the case of a member of a reserve component of the Armed Forces) or being notified of an impending call or order to covered active duty in the Armed Forces.

Under the FMLA, employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period to care for their parent, spouse, child or next of kin who is:

- a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred or aggravated in the line of duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation or therapy, is in outpatient status or is on the temporary disability retired list or
- a veteran (as that phrase is defined by applicable law) who has a serious injury or illness incurred or aggravated in the line of duty, subject to some additional requirements, for which the veteran is undergoing medical treatment, recuperation or therapy.

Employees are entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period when an employee takes leave to care for a covered servicemember, provided that the employee is entitled to no more than 12 workweeks of leave for one or more of the other FMLA-qualifying reasons listed above.

Spouses who are both employed by the Town are limited to a combined total of 12 workweeks of FMLA leave during any 12-month period if the leave is taken for birth or placement of a child for adoption or foster care or to care for a parent with a serious health condition.

Spouses who are both employed by the Town are limited to a combined total of 26 workweeks of FMLA leave during the single 12-month period (applying to the covered servicemember family leave) if the leave is taken to care for a covered service member with a serious injury or illness or if a combination of leave is taken to care for a covered service member with a serious injury or illness and for birth or placement of a child for adoption or foster care or to care for a parent with a serious health condition. However, if the leave taken by the spouses includes leave for birth or placement of a child for adoption or foster care or to care for a parent with a serious health condition, then the combined 12 workweek limitation shall apply to that leave.

Leave under the WFMLA and FMLA will run concurrently under circumstances where an employee's use of leave qualifies under both laws. Under the WFMLA, leave may be taken in non-continuous or intermittent blocks or increments for the birth or placement of a child for adoption, provided that the last increment of leave begins within 16 weeks of that birth or placement. WFMLA and FMLA leave may be taken in non-continuous increments to care for a family member with a serious health condition or for the employee's own serious health condition when medically necessary. FMLA leave may be taken in non-continuous increments for qualifying exigencies. Medical or family care-taking leave should be planned so as not to unduly disrupt the Town's operations.

(d) Serious Health Condition

Under the FMLA, a "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacitation of more than three consecutive calendar days and subsequent treatment combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, a period of incapacitation due to pregnancy or for prenatal care, a period of incapacitation or treatment due to a chronic condition, a period of incapacitation for a permanent or long-term condition, or a period of absences to receive multiple treatments for certain conditions. "incapacitation" means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

Under the WFMLA, a "serious health condition" is defined as a disabling physical or mental illness, injury, impairment or condition involving inpatient care in a hospital, hospice, or nursing home or outpatient care that requires continuing treatment or supervision by a health care provider.

(e) Notifying the Town of Your Need for Family or Medical Leave

In the event an employee would like family or medical leave, the Town must be notified, in writing, at least fifteen (15) days before the date on which leave is to begin, except in the case of an emergency. The Family and Medical Leave Request Form is available from the Deputy Clerk. In an emergency situation, notice must be given as to the need for leave as soon as possible. The failure to timely notify the Town of the need for leave may result in the delaying of leave until proper notice is received. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations.

(f) Health Insurance

The employee may continue to receive health insurance coverage while on a family or medical leave by paying the regular cost of coverage for active employees. Other employment benefits will also be continued during the leave. An employee must notify the Town of his or her intent to continue health insurance coverage while on leave. In some instances, the Town may recover the cost of the employer's contributions towards the employee's group coverage made during the FMLA/WFMLA leave period if the employee fails to return to work upon the conclusion of the employee's leave.

(g) Substitution

The Town requires employees to substitute accrued paid leave for unpaid FMLA leave. Employees may elect to substitute accrued paid leave for unpaid WFMLA leave. Worker's compensation leaves will run concurrently with any FMLA/WFMLA leave.

(h) Certifications

An employee taking leave involving the serious health condition of the employee or the employee's family member, or the serious injury or illness of a covered servicemember will be required to provide medical certification completed by a health care provider within 15 days of the Town's request for certification. Health Care Provider Certification Forms are available from the Deputy Clerk. Employees must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified. The Town may request that an employee provide additional health care provider certifications from a health care provider chosen, and paid for, by the Town. The Town may also request that an employee recertify as to the continuation of the serious health condition at various points in time, at the expense of the employee.

An employee taking leave due to a qualifying exigency arising as a result of the employee's spouse, child or parent being on covered active duty in the Armed Forces or being notified of an impending call or order to covered active duty in the Armed Forces may be required to provide documentation verifying the need for such leave. In such instances, the employee is required to provide the requested documentation within 15 days of the Town's request for the documentation.

(i) Return to Your Position at End of Leave

At the end of an employee's family or medical leave, he/she will be returned to his/her former position or, if the position is filled, to equivalent employment with the Town. If an employee wants to return to work before his/her leave is to end, and work is available, the employee must notify the Town two (2) days prior to the desired return date. If the reason for leave was due to the serious health condition of the employee, a medical release must be provided to the Town before the employee returns to work.

(j) Failure to Meet Policy Requirements

If you fail to meet the requirements of this Policy for family or medical leave, your request for leave may be denied or delayed until the requirements are met.

SECTION 4.08 - EXTENDED MEDICAL LEAVE

If an employee requires a medical leave of absence beyond what is provided for under the Wisconsin Family and Medical Leave Act or the Federal Family and Medical Leave Act, such absence in any calendar year will be subject to the Town's Extended Medical Leave Policy. If the employee is not eligible for Wisconsin Family and Medical Leave or Federal Family and Medical Leave, or if, after exhausting the allotted amount of accrued paid time, the employee is still unable to return to work due to a serious health condition, the employee may apply in writing to the Department Head or Town Administrator or Library Board for an Extended Medical Leave of Absence. The written request must state the reason for the leave and the requested duration. Although medical leave may be extended by the Town under this policy, such Extended Medical Leave will no longer be governed by the Wisconsin Family and Medical Leave law or the Federal Family and Medical Leave law, but will instead be governed by the rules set forth below. Medical leaves under this policy must be of at least five (5) consecutive working days in duration. Absences of less than five (5) consecutive working days will not be treated as an extended medical leave of absence.

At the time the employee requests an Extended Medical Leave, medical document supporting the need for leave must be provided. Requests for unpaid leaves of absence may be granted at the discretion of the Town.

If an employee is not able to return to work upon the expiration of an approved leave of absence, the employee may request an extension of the leave, in writing, to the Department Head or Town Administrator or Library Board. The request must be submitted at least 5 days prior to the expiration of the leave, or as soon as the employee knows of the need for an extension if 5 days' notice is not possible. Such extensions may be granted at the discretion of the Town.

Before returning from an Extended Medical Leave, the employee must notify the Town. The employee must also provide a written doctor's release authorizing his or her return to work. The Town reserves the right to secure a second medical opinion at its expense.

Normally, leaves of absences are granted with the understanding that upon the expiration of an approved leave of absence, the employee will be returned to his or her former position. However, this will depend on factors such as the length of the approved leave, estimated return to work date, and employee's position. There is no absolute guarantee of a return to work after an unpaid leave of absence. If the former position is not available as determined by the Town, or if the employee is unable to return to work in the same capacity, the employee may be reassigned to a new position at the discretion of the Town, if there is a vacant position for which the employee is qualified, or the employee may apply to transfer to an open position.

Any Extended Medical Leave provided by the Town is unpaid. Eligible employees may continue his/her health insurance by paying the entire monthly premium to the Town in accordance with applicable law.

Vacation benefits will not accrue during the period of time lost during the leave. No holiday pay will be paid to any employee on a medical leave of absence.

SECTION 4.09 - WORKERS' COMPENSATION

Workers' compensation is a form of accident and disability insurance to protect you in the event of a job-related injury or illness. Income contribution and medical benefits are provided. Premiums for this insurance are paid by the Town.

(a) Full Payment

An employee absent from work because of injury or illness sustained in the course of employment by the Town shall receive worker's compensation payment with such supplement in that amount so that the worker's compensation and the supplement together shall equal the employee's normal take-home pay, after income tax and payroll withholdings.

(b) Sick Leave

While on Workers' Compensation, sick leave will not accrue.

(c) Payments

The Town's procedure for payments under worker's compensation will be as follows:

- Any eligible employee receiving a check from the Town's insurance carrier for a worker's compensation claim will immediately provide the Town Administrator with a photocopy of the check and then retain the check for his/her own use. The Town will then provide a payment to the employee for the supplemental amount, such amount to be paid at the next regular payday after the employee provides proof of the insurance payment.
- Upon return to work after a work-related injury or illness, you may be required to provide certification from your treating physician verifying that you are able to safely perform your regular job functions.

- An injury on the job is considered anything from a cut requiring a band-aid to an injury requiring medical treatment. If you are injured on the job, you must follow the following procedure:
 1. Perform basic first aid;
 2. Immediately notify your Department Head regarding the injury;
 3. Seek medical attention if the condition warrants the medical attention.
 4. Complete a First Report of Injury form and submit it to your Department Head. The Department Head shall then submit it to the Town Administrator.

SECTION 4.10 - UNEMPLOYMENT COMPENSATION

Town employment is covered by Wisconsin Unemployment Compensation laws.

ARTICLE V. WAGE & SALARY ADMINISTRATION

SECTION 5.01 - PURPOSE

The purpose of salary administration is to fairly allocate each position to an appropriate grade or classification in such a way as to maintain equity between positions while taking into consideration factors as education, experience, problem solving, work environment, supervisory responsibilities and other related factors contributing to the nature of the position. It also sets initial hiring rates and salary ranges, procedures for increases, as well, as, promotion and reclassification guidelines.

SECTION 5.02 - ROLES AND RESPONSIBILITIES

The development and administration of the compensation program is the responsibility of the Town Administrator. Salary adjustments are generally considered on an annual basis with sole approval of such adjustments remaining with the Town Board.

The following described compensation and benefits are listed for non-represented employees. Represented employees should refer to their contract for specific compensation and benefits that apply to them.

SECTION 5.03 - COMPENSATION FOR TEMPORARY JOB ASSIGNMENT

Appointment of personnel to a higher classification on a temporary basis in order to fill a vacancy is considered an "acting appointment." An employee holding an acting appointment may receive a temporary pay increase which is at the sole discretion of the Town Board.

SECTION 5.04 - PAY FOR REGULAR FULL-TIME EMPLOYEES

Unless salaried, regular full-time employees shall be paid his/her hourly rate times the number of hours worked. Time earned shall be calculated to the nearest quarter hour.

SECTION 5.05 - PAY FOR REGULAR PART-TIME EMPLOYEES

Unless salaried, regular part-time employees shall be paid his/her hourly rate times the number of hours worked. Time earned shall be calculated to the nearest quarter hour.

SECTION 5.06 - OVERTIME PAY

(a) Hourly Paid Employees

Nonexempt employees shall be compensated for actual time worked to a maximum of a 40-hour work week, which shall be inclusive of hours worked, vacation, and other authorized leaves. Nonexempt employees required to work additional hours in excess of forty (40) hours per week shall be paid overtime, either in wages or compensatory time off, depending upon the position, as determined by collective bargaining agreements or the employee's Department Head and subject to the provisions of the Fair Labor Standards Act. Overtime shall be paid at the rate of time and one half the employee's regular rate. The Department Head and Town Administrator shall have authority to control the amount and application of overtime. There may be times when it will be necessary for you to work overtime. Your Department Head will notify you as early as possible regarding the Town's scheduling needs.

There may be times when you would like to work overtime. However, prior authorization must be obtained from your Department Head before working overtime, so you must have your Department Head initial your time card to indicate that overtime has been authorized. Employees who work overtime without receiving advanced approval from a Department Head will be subject to discipline, up to and including termination.

An employee may request overtime hours to be accumulated as compensatory time (at one and one-half (1.5) times the number of hours of overtime worked) instead of being paid for those hours.

(b) Hourly Paid Employees - Vacation

When an hourly paid employee is called to work in an emergency and the employee is on a scheduled vacation, the employee shall be paid at the rate of time and one half for the time worked, and shall be offered an alternative date for the use of the vacation time.

(c) Hourly Paid Employees - Sundays and Holidays

Hourly paid employees who work overtime hours on a Sunday or on a holiday as specified in the Employee Benefits Manual, will be paid double-time (two times the employee's regular salary). Public Works Department employees will only receive double-time on Sundays between March 16 to November 14 and when working overtime hours on a holiday, as specified in the Employee Benefits Manual.

(d) Hourly Paid Public Works Employees

- 1. Two Hour Minimum Call-In Pay.** There may be times where the Director of Public Works needs to call in a Public Works Employee for an urgent situation that needs immediate attention (i.e. sign or tree down, snow drifting, etc.). That employee should be able to respond within 30 minutes. Should the employee who is called in is not able to work due to illness or other extreme emergency, he/she shall notify the Director of Public Works immediately. Compensation for time worked outside the normal shift hours, Monday through Friday, shall be paid at one and one-half (1.5) times the number of hours of overtime worked or receive compensatory time, for a minimum of two hours.

(e) Salaried / Exempt Employees

Salaried exempt employees shall not earn overtime pay.

SECTION 5.07 - COMPENSATORY TIME

(a) Hourly Paid Employees

Compensatory time off may be used, with Department Head approval by hourly paid employees to provide an alternate form of compensation for overtime hours worked.

Compensatory time off for hourly paid employees shall be granted in the same manner as overtime pay. Compensatory time off shall be granted at a straight time, one for one rate.

(b) Salaried Employees

Flex time off may be used by salaried exempt employees in order to provide some measure of compensation for those hours worked in excess of eight (8) hours per day and/or forty (40) hours per week. However, some overtime work is expected to be performed by salaried exempt employees, without the expectation of additional compensation. As such, no hour for hour accounting of compensatory time for exempt employees will be kept. However, salaried employees may be eligible for flex time as authorized by their respective supervisor(s). When flex time is granted it shall be granted at straight time; one for one rate.

(c) Use

Use of compensatory time off cannot be disruptive to the delivery of services to the public or to the smooth functioning of the organization. Compensatory time may be accumulated, provided however that the total accumulation shall not exceed eighty (80) hours in any calendar year. Any time in excess of eighty (80) hours will automatically be paid at the overtime rate of one and one-half (1.5) times the employee's regular rate.

At the end of each calendar year, any accumulated compensatory time not used will be paid to the employee.

Compensatory time may be used by full-time employees subject to the approval of the Department Head.

Each Department Head shall maintain records as to compensatory time accumulated, compensatory time used by the employee, and shall report such accumulation of the compensatory time and use of compensatory time to the Town Clerk, from time to time as requested.

(d) Abuse

The abuse of the compensatory time off or flex time privilege will result in the loss of this benefit.

SECTION 5.08 - TIME CARD REGULATIONS

It is important that accurate records of your hours are kept so that your paychecks will be correct. For this reason, all hourly-paid employees are required to accurately record their time each workday. To aid us in properly processing your paycheck, employees must observe the following rules:

1. Each employee should complete his/her time card only. If any employee is found to have completed it for another employee, both employees will be subject to discipline, which may include a written warning or termination.
2. Hourly employees in departments which use a timeclock must not punch in more than seven (7) minutes before the start of their shift, unless overtime has been previously authorized.
3. Each employee will be required to verify that the hours on his/her time card are accurate by signing the time card. Falsifying hours worked will result in discipline, up to and including termination.
4. Employees are to record the time out when leaving the work location for personal reasons.
5. An employee who leaves the premises during paid working hours without the permission of his/her Department Head, will be subject to disciplinary action.
6. The time cards shall be turned in to the Department Head as requested.

SECTION 5.09 - PAY PERIODS

The pay period for all regular full-time employees is bi-weekly, beginning on Sunday and ending fourteen days later on Saturday.

SECTION 5.10 - PAY CHECKS

Paychecks are issued bi-weekly for Town employees no later than the Thursday after the previous two-week pay period. The payroll deposit day may be deposited a day early due to a bank holiday. Elected Officials, and part-time Fire Department employees are paid monthly, on the second Monday. Please see Appendix E for the Holiday Payroll Processing Schedule.

Employees have the choice to use direct deposit or to receive a physical check. In general, deposits are made available to the employee's account the morning of the designated payday. It is the employee's obligation to make sure that all of their direct deposit information is current and to advise their Department Head and the Deputy Clerk-Finance whenever there has been a change in their bank or deposit information. Employees may only utilize one direct deposit bank account at a time.

SECTION 5.11 - PAYROLL DEDUCTIONS

Automatic payroll deductions shall be made as required by applicable State and Federal law. The following items are deductions that may be made from an employee's gross pay, although not all are applicable to every employee and some are paid by the Town: Federal income taxes, State income taxes, FICA (Social Security), deferred compensation program deductions; wage assignments, health insurance deductions, and life insurance deductions. Improper wage deductions are prohibited by the Town. In the event an exempt employee is inappropriately deducted wages or desires to file an internal wage and hour complaint, the employee shall notify his or her direct supervisor immediately. The supervisor will work with the Town Clerk to investigate the complaint and to resolve the improper deduction issue and appropriately reimburse the employee, if warranted.

SECTION 5.12 - PAYMENT UPON TERMINATION

Upon the death, retirement, termination or resignation of an employee, the employee, or, in the event of death, the employee's spouse, other family member, or employee's estate as required by law, shall be paid at the rate of pay in effect upon termination for his/her salary through the last day of employment and any earned but unused or unpaid vacation entitlement, and holiday pay in accordance with this Handbook. Compensatory time will be paid out as required by applicable law. Unused compensatory time payout only applies to hourly paid employees.

ARTICLE VI. DISCIPLINARY ACTION AND CODE OF CONDUCT

SECTION 6.01 - DISCIPLINE

Discipline may result when an employee's actions do not conform with generally accepted standards of professionalism, when an employee violates a policy or rule, when an employee's performance is not acceptable, or when the employee's conduct is detrimental to the interests of the Town. Disciplinary action may call for any of four steps – verbal warning, written warning, suspension (with or without pay) or termination of employment – depending on the problem and the number of occurrences. There may be circumstances when progressive discipline is bypassed. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. The Town of Lisbon reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

Whenever and wherever people work together, certain standards of reasonable conduct need to be established in order to maintain an orderly and efficient work environment. Corrective discipline is not intended to inflict punishment. The Town wants to take measures that are designed to correct whatever problem the employee has, and to make the employee aware of the importance of adhering to our operating policies and procedures. In some cases, it may be necessary to dismiss an employee because of the seriousness or continuation of unacceptable conduct.

The Town will attempt to administer discipline on a fair and equal basis to all employees. The following types of conduct are unacceptable in our work place and may be grounds for immediate dismissal. The following list does not constitute an entire list of conduct for which discipline may be imposed:

- Theft or misappropriation of Town or employee property, or any form of dishonesty
- Falsifying records or information
- Intentionally punching another employee's time card or falsifying a time card
- Refusal to follow the direct order of a Department Head or Town Board
- Fighting, immoral conduct, threats, intimidation or harassment of customers or employees
- Use or possession of alcoholic beverages on Town premises or off Town premises while on duty
- Reporting for work under the influence of drugs or alcoholic beverages
- Unauthorized possession of weapons or firearms on Town premises
- Absent three (3) consecutive work days without notice
- Excessive absenteeism
- Failure to report absences
- Habitual tardiness
- Working another job while absent
- Leaving the job without permission
- Excessive time at break periods
- Engaging in conduct or activities which serve to lengthen the healing period for a work-related injury
- Disclosing of confidential Town information, including the use of cameras on the premises
- Gambling on Town premises
- Sleeping on the job

- Theft of Town property
- Destruction or defacing of Town or employee property or equipment
- Misuse or unauthorized use of Town property
- Unauthorized solicitations or distributions
- Failure to promptly report defective equipment or safety hazard
- Failure to report injury or accident immediately
- Horseplay or violation of safety rules
- Engaging in conduct which creates an unsafe work environment
- Failure to complete reports promptly and accurately
- Discourteous treatment of customers or the use of profanity or threatening language

The Town's disciplinary procedure and corrective action program is designed to encourage individuals to become satisfactory employees, rather than punish them. Corrective action may take the form of:

1. Verbal warning;
2. Written warning;
3. Suspension; and/or
4. Termination.
5. Based on the severity of the incident, as determined by the Department Head or Town Board, the verbal warning and/or written warning may be bypassed and the employee terminated. Because it is impossible to list every conceivable infraction, these guidelines can be amended by the Town within its total discretion at any time. The Town further reserves the right to add to, modify, or eliminate any rule when circumstances require a change.

SECTION 6.02 - GRIEVANCE PROCEDURE

(a) Policy

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than fire employees subject to Section 62.13(5), Wis. Stats. An employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, the following definitions shall apply:

2. "Employee discipline" includes all levels of progressive discipline, but shall not include the following items:
 - Placing an employee on paid administrative leave pending an internal investigation;
 - Employee counseling, meetings or other pre-disciplinary action;
 - Actions taken to address work performance, including use of a performance improvement plan or job targets;

- Nondisciplinary demotion, transfer or change in job assignment; or
 - Other personnel actions taken by the Town that are not a form of progressive discipline.
3. "Employee termination" shall include action taken by the Town to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:
- Voluntary quit;
 - Layoff or failure to be recalled from layoff at the expiration of the recall period;
 - Retirement;
 - Job abandonment, "no-call, no-show", or other failure to report to work; or
 - Separation from employment due to medical condition, lack of or license, or other inability to perform job duties.
4. "Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

(a) Written Grievance

Any written grievance filed under this policy must contain the following information:

- The name and position of the employee filing it,
- A statement of the issue involved,
- A statement of the relief sought,
- A detailed explanation of the facts supporting the grievance;
- The date(s) the event(s) giving rise to the grievance took place,
- The identity of the policy, procedure, rule or action that is being challenged;
- The steps the employee has taken to review the matter, either orally or in writing, with the employee's supervisor; and
- The employee's signature and the date.

(b) Steps of the Grievance Procedure

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance. If a complaint or question is not resolved after discussing the issue with an immediate supervisor, then the employee should follow the steps listed below.

Step 1 – Written Grievance Filed with the Department Head

The employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his or her decision, if possible, within ten (10) business days of receipt of the grievance. If the investigation and the Department Head's decision cannot be completed within this timeframe, the Department Head's decision will be rendered as soon as reasonably practicable. In the event the grievance involves the Department Head, the grievance shall be filed with the Town Administrator, who shall conduct the Step 1 investigation. If the grievance involves the Town Administrator, then the grievance shall be filed with the applicable departmental liaison on the Town Board. If the grievance is filed with the Town Board liaison, then the liaison shall designate an investigator for purposes of completing Step 1.

Step 2 – Written Grievance Filed with the Town Administrator

If the grievance was originally filed with the Town Administrator or the Town Board departmental liaison under Step 1 and the grievance is not settled at Step 1, then the employee may appeal the grievance in writing to the party conducting the investigation under Step 1 and proceed directly to Step 3 by appealing the grievance in, in writing, within (5) business days following receipt of the decision under Step 1.

If the grievance is not settled at Step 1, the employee may appeal the grievance, in writing, to the Town Administrator within five (5) business days following receipt of the Department Head's decision from Step 1. The Town Administrator or his/her designee will review the matter and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance.

Step 3 – Impartial Hearing Officer

If the grievance is not settled at Step 2, the employee may request in writing, within five (5) business days following receipt of the Town Administrator's decision, a request for a written review by an impartial hearing officer. The Town shall select the impartial hearing officer. The hearing officer shall not be a Town employee. The impartial hearing officer will determine whether the Town acted in an arbitrary and capricious manner. In all cases, the grievant shall have the burden of proof to support the grievance. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.

Step 4 – Review by the Town Board

If the grievance is not resolved after Step 3, the employee or the Town Administrator shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Town Board. The Town Board shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter

will be scheduled for the Town Board's next regular meeting, or as soon as otherwise possible. The Town Board will inform the employee of its findings and decision in writing within ten (10) business days of the Town Board meeting. The Town Board shall decide the matter by majority vote and this decision shall be final and binding.

(c) Time Limits

An employee may not file a grievance outside of the time limits set forth above. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An employee must process his/her grievance outside of normal work hours, unless the employee elects to use accrued paid time (vacation, comp time etc.) in order to be paid for time spent processing his/her grievance through the various steps of the grievance procedure.

(d) Cost of Grievance

The employee and Town shall pay their own costs associated with handling the grievance. The fees, if any, associated with the hearing officer shall be paid by the Town.

ARTICLE VII. LAY-OFFS AND FURLoughS

SECTION 7.01 - POLICY

Reductions in workforce may occur through layoffs or furloughs, in addition to attrition or position elimination or modification. The Town Administrator with approval by the Town Board will determine the departments, number of positions, and the Department Heads shall determine the persons impacted by the reduction in force.

SECTION 7.02 - PROCEDURE

(a) Method

In the event of a reduction in workforce through layoff or furlough, affected employees will be laid off or furloughed based on skills, abilities, qualifications, and the interests and needs of the Town. If, in the sole judgment of the Town, the skills and abilities of two qualified individuals are equal and the needs of the Town do not necessitate retaining one employee rather than another, then seniority shall be the determining factor.

(b) Recall

When vacancies exist, an attempt may first be made to fill them by recall of employees who have been laid-off within the prior two years within a department. If there is more than one person who has been laid off by the Town within the prior two years, recall may be the reverse order of lay-off.

ARTICLE VIII. RULES OF CONDUCT

SECTION 8.01 - POLICY

A certain number of rules are necessary at work. Rules are not meant to restrict employees but are established from time to time to govern conduct while at work. Any employee who violates any Town policy, procedure, rule, or regulation, whether written or unwritten, shall be subject to disciplinary action which may include verbal warnings, written warnings, suspension with or without pay, work restrictions, termination or any other form of discipline deemed necessary. The nature of the discipline will depend upon the nature and severity of the violation and the surrounding circumstances.

The following are rules of conduct employees of the Town of Lisbon are expected to adhere to. The following are guidelines. Individual departments may have rules of conduct that differ from these and employees are expected to know and follow those policies as well.

SECTION 8.02 - PUBLIC CONTACT

The major responsibility of employees is to serve the public. The residents of Lisbon are considered your employers and are entitled to courtesy, prompt service, and impartial attention.

SECTION 8.03 - PERSONAL APPEARANCE

Your personal appearance is also important. The neat, well-groomed and appropriately dressed employee, as determined by each department, creates the best impression. Always keep in mind that every time an employee has a business or personal contact with the public some kind of impression is registered. All these impressions, when combined, create the reputation of the Town of Lisbon.

SECTION 8.04 - PUNCTUALITY AND ATTENDANCE

If an employee is going to be late or absent from work, he/she must notify his/her immediate supervisor as soon as possible, but no later than thirty (30) minutes prior to his/her starting time. It is the employee's responsibility to see that proper notification is given. Asking another employee, friend or relative to give this notification is not considered proper, except in emergency situations.

(a) Absences

If an employee is absent and does not call in, he/she will be assessed with an unexcused absence. If the employee is absent for three (3) consecutive days without calling, he/she will be presumed to have voluntarily quit and employment will be terminated.

The Town places great emphasis on good attendance. Frequent absence or tardiness places an extra burden on your co-workers. Only when you are dependably on the job can the Town carry out its schedules and meet the needs of our customers. Your individual contribution is important to the functioning of the organization.

Regular and predictable attendance is expected of every employee. It is your responsibility to be on the job on time each day, fully able and ready to work. Although there are justifiable reasons to take off from work, employment assumes the availability for work and excessive absenteeism, not including approved leaves, and/or excessive tardiness may lead to discipline, up to and including termination. An employee's unexcused absence record will also be taken into consideration when the Town reviews each employee for wage increases and promotions.

(b) Tardiness

Employees are expected to arrive at work on time, return from scheduled rest breaks and lunch breaks on time, and to remain working until the end of the scheduled shift. Emergency conditions may warrant occasional tardiness. Under these circumstances, an employee who anticipates being tardy due to the emergency conditions should call in to report the tardiness as soon as possible.

Two (2) or more unexcused tardiness incidents occurring within a single pay period will be considered to be excessive and may result in disciplinary action. Habitual, repetitious or patterns of tardiness may also result in disciplinary action up to and including termination.

SECTION 8.05 - TOBACCO USE POLICY

No employee will be permitted to use tobacco, including e-cigarettes while in a Town building and in a Town vehicle. Department Heads may establish more restrictive department rules. A violation of this policy may result in discipline, up to and including termination.

SECTION 8.06 - POLITICAL ACTIVITY

Employees will not be discriminated in favor or against because of political contribution, permitted political activity or neutrality. Employees may not solicit, be solicited nor receive political contributions or services on the job. Employees may not engage in any form of political activity on-the-job. Employees may not engage in political activity off-the-job to such an extent that it interferes with doing his/her job.

SECTION 8.07 - SAFETY

The Town regards your safety on the job as a vital responsibility. Always be alert to unsafe conditions, faulty equipment, or other on-the-job hazards. Employees must use safety equipment if required. Employees are responsible for reporting unsafe conditions or accidents to their supervisor, complying with any laws or safety codes, and maintaining concern for the safety of yourself and co-workers. Failure to use proper safety equipment or follow safety instructions may result in disciplinary action.

SECTION 8.08 - USE OF TOWN EQUIPMENT/PROPERTY

Town owned vehicles, equipment, materials and property are to be used for Town purposes and may not be used for profit or personal use. Minor personal uses as defined in departmental policies and as approved by the Town Administrator may be allowed as a privilege of employment, however, such uses can be revoked at any time due to abuses of the privilege. Those uses which have the potential for liability will require a waiver of liability before any such use can take place.

Office equipment, such as the copier, may be used for personal business on the employee's own time. The Town is to be reimbursed for any supplies used.

Use of any other Town equipment or supplies or equipment for personal use is prohibited. Unless otherwise stated herein, personal use of Town equipment or use by any person other than the employee is prohibited.

Some circumstances may require employees to take Town equipment home, such as Town issued laptops. See Section 12.06 for further details. These instances must be approved by the Department Head or the Town Board.

SECTION 8.09 - CONFLICTS OF INTEREST

The successful operation and reputation of the Town, our employees and leaders are built upon the principles of fair dealing and ethical conduct of our employees. The Town's reputation for integrity and excellence requires careful observation of the spirit and letter of all applicable laws and regulations, as well as scrupulous regard for the highest standards of conduct, trust and personal integrity.

The continued success of the Town is dependent upon maintaining the public's trust and of those with whom each employee serves. Employees owe a duty to the Town, the public and each other, to act in a way that furthers the interests of the public and in a way that will merit the continued trust and confidence of each other and the public. Employees will conduct business in accordance with the letter, spirit, and intent of all relevant laws and employees will refrain from any illegal, dishonest, or unethical conduct.

No employee shall engage in or have a financial or other interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his or her duties and responsibilities with the Town. All employees are expected to perform their duties in a manner free from an actual conflict of interest or from situations that create the appearance of a conflict of interest, in a manner inconsistent with §19.59, Wis. Stat. Any employee who has a financial interest, including employment, in any business entity entering into, proposing to enter into or bidding on any transaction with the Town, or who, as part of his or her official duties, will be making an official decision or recommendation significantly affecting a business competitor, client or regular customer, shall disclose such interest to the Town.

No employee, including persons or firms engaged to provide professional services to the Town, shall represent, for compensation, private interests before the Town without disclosure of the private business relationship and without explicit consent of the Town.

No employee shall disclose or use confidential information of the Town to advance the financial or other private interest of the employee or others.

SECTION 8.10 - GIFTS AND GRATUITIES

No employee or official of the Town shall accept, receive or solicit, either directly or indirectly, any gift or gratuity of any value when the receipt of such gift or gratuity can reasonably be interpreted as intended to influence the employee or official in the execution of his/her official duties.

SECTION 8.11 - CONFIDENTIALITY

Because of an employee's responsibilities at the Town, an employee may have access to confidential Town, resident, personnel, or other sensitive information. This may include information concerning a resident's financial status, employee records and the Town's business practices including purchasing and negotiating strategies. This sensitive information cannot be disclosed to any personnel who do not have a legitimate business need to know such information or to persons outside the Town organization without the determination of the Town Administrator or Department Heads as designated and authorized by the Administrator. All employees are responsible for protecting the confidentiality of this information. Failure to adhere to confidentiality requirements may lead to disciplinary action, up to and including termination.

SECTION 8.12 - TOWN PROPERTY

It is the Town's intent to provide its employees, during the course of their employment, with access to and the use of various property for the purpose of conducting business for the Town. Employee should have no reasonable expectation of privacy in the use of the Town's and the public's property. The Town may access its property with or without the prior consent or knowledge of the employee to the extent permitted by law. Town property is to be used judiciously by employees at all times and only in the manner for which the Town and public intends the property to be used.

Employees must maintain their work spaces in a clean, orderly and professional manner. Employees must report any suspected misuse or abuse of the Town's property.

Employees are encouraged to exercise care and attention in safeguarding personal property brought to the work place. The Town does not assume liability for the loss, theft or damage of personal property brought to the work place.

The Town reserves the right to access, replace or utilize any of its property without prior permission of the employee to whom it was provided to the extent permitted by law. Circumstances warranting a need to access property in the employee's absence include, but are not limited to, the following:

- The Town has a need to search for business items or information that are needed in a timely manner.
- The Town is complying with applicable laws regarding review and disclosure of records and information.
- The Town has reasonable suspicion to believe that the employee is engaging in illegal or improper activities, in conjunction with committing a violation of policy, rules or general expectations of conduct, or in a way that may jeopardize the health and well-being of other.
- For any other lawful reason.

Under these circumstances, employees may be required, upon the request of the Town, to submit to a search of any personal property brought onto the Town's premises to the extent permitted by law.

SECTION 8.13 - SECONDARY EMPLOYMENT

Employment with the Town by regular full and part-time employees should be considered the employee's primary employment. Secondary employment with other entities must not conflict, whether real or implied, with the duties of the employee. The Town has priority call upon the services of its employees regardless of any conflict with secondary employment. An employee who engages in secondary employment must clearly define himself or herself as an employee of the secondary employer and not act or treat himself or herself as an employee or agent of to the Town.

Employees must still comply with all policies, rules and general expectations of conduct when engaging in off-duty behavior regardless of such secondary employment. The Town may terminate the employment of an employee whose secondary employment may interfere with the performance of his or her work, where a conflict, whether real or implied, exists, where the interests of the Town are impacted as a result of the secondary employment, or where such employment or conduct negatively affects the image of the Town or its employees. An employee will not be permitted to work for another employer while on a leave of absence or while absent for illness from the Town. An employee who desires to hold secondary employment while employed by the Town must obtain the permission of the Town to maintain both sources of employment.

Employees who engage in outside employment shall not conduct any business related to such employment on Town premises or during hours in which such employees are working for the Town or advertise their outside employment either directly or indirectly on Town premises during work. Please refer to the section related to Conflicts of Interest for further clarification.

ARTICLE IX. DRUG AND ALCOHOL POLICY

SECTION 9.01 - DRUG & ALCOHOL-FREE WORKPLACE

The Town intends to maintain a drug and alcohol-free workplace. Accidents, injuries, absenteeism, decreased productivity and property damage can all be the result of being under the influence of drugs or alcohol at work. It is the responsibility of both employees and the Town to maintain a safe, healthful and efficient working environment. This policy is intended to be consistent with the requirements of the Drug Free Workplace Act of 1988.

This policy applies to all Town employees, other than those who are covered by the Commercial Driver's License (CDL) DOT Drug and Alcohol Policy.

(a) Conduct and Discipline

As required by the Drug Free Workplace Act, all Town employees must abide by the following rules. A violation of these rules may result in disciplinary action, including possible termination.

1. Employees are prohibited from using, possessing, manufacturing, distributing, purchasing or dispensing alcohol or controlled substances/illegal drugs or drug paraphernalia while on Town property, while performing their job duties or engaged in a Town-sponsored activity, or while on Town business, or in the course of operating Town equipment or vehicles.
2. Employees are prohibited from reporting for or remaining on duty or performing assigned job duties while under the influence of alcohol or a controlled substance/illegal drug, or having the prohibited level of alcohol or an illegal drug/controlled substance in their system as indicated by a positive test result.
3. No prescription drugs may be brought onto or consumed on Town property by any person other than the person for whom they were prescribed. Prescription medications may be possessed and used during work hours by the employee for whom they were prescribed, as long as they have been legally prescribed for the using employee, are kept in their original container and are used in strict accordance with the prescription. Employees on physician-prescribed medications must notify their Department Head before engaging in any work if there is a possibility that such medication could affect job performance and/or safety.
4. Criminal convictions for manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace must be reported **in writing** to the Department Head no later than five (5) calendar days after such conviction. Appropriate action, which may consist of discipline up to and including termination, will be taken within 30 days of notification. Federal contracting agencies will be notified when appropriate.
5. Employees who refuse to submit to a drug and/or alcohol test when directed to do so under circumstances consistent with this policy will be immediately placed on suspension pending termination.

6. No employee may engage in any conduct that prevents the completion of a test, or provide false information in connection with a test, or attempt to falsify a test result through tampering, contamination, adulteration, or substitution.
7. No employee may use any alcohol within eight (8) hours following an accident.
8. Employees will be expected to comply with the Town's requirements for treatment, after care, and return to duty.

(b) Testing

1. Pre-Employment: The Town reserves the right to conduct drug testing as part of the evaluative procedure for new and returning employees, which will be conducted in conjunction with a conditional offer of employment.
2. Reasonable Suspicion: A Department Head or supervisor may require an employee to be tested for drugs or alcohol if there is a reasonable suspicion that the employee is under the influence of, or has drugs or alcohol in his system in excess of established threshold levels while on Town time. A reasonable suspicion must be based on specific observations and on any reasonable inferences drawn from those observations about the conduct of an individual that would leave a reasonable person to suspect that the individual is under the influence of, or has a drug or alcohol in his system in excess of established thresholds while on Town time.
3. Post-Accident/Work Related Incident: Drug or alcohol testing will result following a work-related incident resulting in personal injury requiring treatment beyond simple first aid, or resulting in substantial property damage, or where the reason for the incident is not evident or reasonably explained.
4. Random: Drug testing may be required on a random basis for employees who are required to drive or operate machinery or equipment as a part of their job duties. All Employees in a specific job category can be required to be tested at the same time upon order of the department head.
 - a. The Town will provide transportation for the employee to the testing facility in cases of reasonable suspicion and post-accident, work-related incidents.
 - b. All drug and alcohol testing will be performed by a laboratory selected by the Town and certified by the State for drug and alcohol testing.
 - c. All testing will be conducted according to DHHS/SAMHSA guidelines where applicable and will include a screening test, a confirmation test, and review by a Medical Review Officer (MRO) in the event of a positive test.
 - d. Employees who test positive, will be given the opportunity to provide a legitimate medical explanation, such as a physician's prescription, for the positive result.

5. Positive Test Result/Self-Reporting. The following procedures may be utilized, depending on all relevant circumstances, for an employee who tests positive for drugs or alcohol, or who voluntarily comes forward to indicate that he has an alcohol or drug problem. This procedure shall not apply to applicants who test positive after taking a pre-employment substance screen.
 - a. Referral to a substance abuse professional for assessment and recommendation will be mandatory.
 - b. The employee will be required to successfully complete any recommended treatment or rehabilitation, including continuing care. Treatment and rehabilitation will be at the employee's expense. Employees should check for coverage under the Town's health plan.
 - c. Assuming the employee successfully completes recommended treatment and rehabilitation and cooperates with continuing care, the employee will be required to pass a Return-to-Duty test and sign a return-to-work agreement.
 - d. The employee will be subject to random drug testing for a period of one year and will be terminated immediately if he tests positive a second time or otherwise violates the return-to-work agreement.
 - e. All or some of the foregoing provisions of this section may not be applied or may be modified depending on the particular circumstances of any given situation.
6. Return-to-Duty: Any employee found to have violated this policy will be required to test prior to returning to duty, and then randomly thereafter, for a one-year period.

(c) Employee Consent to Testing

Each employee/applicant will be required to complete and sign a form by which he/she consents to and authorizes testing and disclosure of test results to the Town. **IF THE EMPLOYEE REFUSES TO COMPLETE AND SIGN THE CONSENT/AUTHORIZATION FORM, OR THE CHAIN OF CUSTODY FORM AT THE COLLECTION SITE, OR IF THE EMPLOYEE REFUSES TO PROVIDE A SPECIMEN FOR TESTING, SUCH REFUSAL WILL CONSTITUTE GROUNDS FOR TERMINATION.**

(d) Confidentiality

Results of all alcohol and/or controlled substance test will be kept separate from personnel files and treated as confidential information and access to such results shall be limited. Results will not be communicated to others outside of the employee's direct supervisory chain except when necessary in connection with any rehabilitation or use of the employee assistance program or related to the alcohol and/or controlled substance test.

(e) Conclusion

The Town is committed to the health, productivity and stability of the Town, its employees and the safety of the general public. The Town is firmly committed to the fair and equal treatment of all employees under this policy and expects that all employees will participate fully, willingly and with the knowledge that a safe, healthful and productive work environment is to the benefit of all.

If you have any questions or concerns regarding the drug testing policy please feel free to see your supervisor or any other supervisory employee of the Town.

SECTION 9.02 - DRUG AND ALCOHOL TESTING FOR DRIVERS REQUIRING CDL LICENSE

(a) Purpose

The Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration (FMCSA) have issued a rule (49 CFR Parts 40 and 382) requiring alcohol and controlled substance testing of drivers who are required to have a Commercial Driver's License. These rules include procedures for urine testing and breath alcohol testing. The purpose of this policy, then, is to establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of these substances by drivers of commercial motor vehicles. Consequently, the Town has established the following alcohol misuses prevention program and anti-drug program, as well as the subsequent enforcement of violations for its employees conducting safety-sensitive job functions. (Employees should also refer to the Town's "Drug-Free Workplace Policy" which addresses the strict enforcement of workplace-controlled substance usage.)

(b) Policy.

For purposes of this policy, the Town and the DOT strictly prohibit the use of alcohol and/or controlled substances by its employees and volunteers who are performing, or ceasing to perform the following safety-sensitive job functions:

1. Operation of commercial motor vehicle;
2. Repair and maintenance of a commercial motor vehicle;
3. Control the movement of commercial motor vehicles (i.e., dispatcher); or
4. Directly supervising employees who perform safety-sensitive job functions.

(c) Prohibited

Safety-sensitive employees may not consume alcohol:

1. Four (4) hours before performing a safety-sensitive function;
2. While performing a safety-sensitive function;

3. After a fatal accident, unless the employee has been tested or eight (8) hours have elapsed from the actual time of the accident; or
4. After a non-fatal accident unless the employee's involvement can be completely discounted as a contributing factor to the accident the employee has been tested, or eight (8) hours have elapsed from the actual time of the accident.

The unauthorized use of any controlled substance is strictly prohibited in all situations.

(d) Required Conditions of Testing

Refusal to take a required test will result in removal of that employee from their assignment(s) which in turn, may result in discipline up to, and including, discharge.

Testing must be conducted in the following situations:

1. Pre-employment: Prior to the first time an employee performs safety-sensitive functions for the Department (i.e., new employment, job transfer, etc.), the employee shall be screened for alcohol and controlled substances. A positive result will result in a disqualification from further consideration for the vacancy or eligibility list.
2. Reasonable Suspicion:
 - a. In a situation where an employee is either acting in an impaired manner and/or the supervisor has reasonable suspicion to believe the employee is using, in possession of, or is under the influence of alcohol or drugs (i.e., smell of alcohol), the supervisor should generally, but may not always, seek a corroborating opinion from another supervisor or manager prior to immediately removing the employee from the job.

NOTE: Reasonable Suspicion means a suspicion based on a specific personal observation by a supervisor or another, that can be described regarding the appearance, behavior, job performance, speech or breath odor of an employee. It also means receipt of information about an employee's suspected drug or alcohol use from a reliable source.

- b. Once the employee has been removed from the job the supervisor is to contact the Department Liaison. If contact cannot be made at that time, the supervisor is to proceed through the next step of this procedure and make contact with the Department Liaison as soon as possible thereafter.
- c. The supervisor is to then transport the employee to the collection site for drug testing immediately, or no later than two (2) hours of having observed the behavior. The supervisor is to wait at the clinic with the employee until the breath test has been completed or the urine sample has been taken.

- d. Once the drug testing has been completed and a positive confirmatory test result has been received (0.02 percent or above), the employee will not be permitted to drive his/her own vehicle home at that time. The employee must make alternative arrangements in order to leave the collection site.
 - e. The employee is to be advised not to report for work as she/he will be placed on administrative leave without pay. If a blood alcohol test has been administered, the Town will contact the employee once the test results are known (this normally takes 24-48 hours) and a decision has been made as to the employee's status.
 - f. The results of the drug testing will be sent directly to the supervisor. When the results are obtained, the employee's supervisor and department head will meet with the person to determine the appropriate course of action to be taken. This is a **confidential** process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor must not discuss the suspected reason for a referral or termination with anyone who does not need to know.
 - g. Once the test has been completed and the employee has been sent home, the supervisor must submit a written report to the Department Liaison outlining, in detail, the event and the behavior observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report is to be done within twenty-four (24) hours of the testing.
3. **Random:** This test is used in order to eliminate risks associated with illegal or unauthorized drug and alcohol use. Random alcohol and drug testing will be conducted just before, during, or just after an employee's performance of safety-sensitive duties. The employee will be randomly selected for testing from a "pool" of employee's subject to testing. The testing dates and times are unannounced and are with unpredictable frequency throughout the year.

The minimum annual percentage rate for random alcohol and drug testing shall be a twenty-five percent (10%) and fifty percent (50%) respectfully, of the average number of safety-sensitive positions. The FHWA will annually publish its decision to increase or decrease the minimum annual percentage rate for random alcohol and drug testing based upon the reported violation rate for the entire commercial vehicle industry. For example, if the Town has one hundred twenty (120) employees who are required to submit to testing, the DOT regulations specify that random testing will be performed at a rate of fifty (50%), then sixty (60) employees must be tested each year - which translates to five (5) employees per month.

The selection of employees for random testing shall be administered by a third-party selected by the Town using a scientifically-valid method. This method will be a computer software-based random selection program that is matched with employee social security numbers. A monthly list of confidential numbers will be generated and forwarded to the supervisor in order that they may make arrangements for testing. Under this selection process, each employee will have an equal chance of being tested each time selections are made.

In the event an employee tests positive for either alcohol or controlled substances, the employee will be subject disciplinary action up to, and including, discharge.

4. Post-Accident: As soon as practical following an accident involving a commercial motor vehicle, the Town shall test an employee driver for alcohol and controlled substances. This testing will be required if:
 - a. The accident involved the loss of human life; or
 - b. The employee receives a citation under State or local law for a moving traffic violation arising from an accident.

The alcohol breath test is required to be administered within two (2) hours following the accident, and the drug test is to be administered within thirty-two (32) hours of the accident.

An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the department to have refused to submit to testing.

5. Return to Duty/Follow-up: This test is used to maintain abstinence and to prevent relapse by employees during and after drug treatment. The Town will ensure that before an employee returns to duty, requiring the performance of a safety-sensitive job function, after engaging in conduct prohibited in this policy, the driver shall undergo a return-to-duty alcohol and/or controlled substance test with a result indicating an alcohol concentration of less than 0.02 percent and a verified negative result for controlled substance use. In any event, an employee will not be allowed to return to duty without first having been evaluated by the Town EAP provider in order to determine the employee's fitness for duty.

Following a determination that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the Town will ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing in consultation with a substance abuse professional. Consequently, the employee will be given at least six (6) random tests during the next year with the possibility of follow-up testing for up to sixty (60) months.

6. Voluntary: This testing provides an opportunity for all employee (management, supervisory and non-supervisory) not part of the random pool to demonstrate a commitment to the goal of a drug-free workplace.

(e) Alcohol

Employees will be required to submit to breath testing using an Evidential Breath Testing ("EBT") device. A State-certified Breath Alcohol Technician ("BAT") will administer an initial screening test, unless the employee tests positive for alcohol, then the BAT will conduct a confirmation test (the Town will take action based only upon the positive results of the confirmation test, 0.02 percent or greater).

(f) Preparation for Breath Alcohol Testing

1. When the employee enters the collection site, the BAT will require him/her to provide positive identification (i.e., photo I.D. or Employee Identification.)
2. The BAT will explain the test procedure.
3. Employees will be required to complete and sign various forms used to document the testing process. Refusal to sign the test form(s) will be regarded as a refusal to take the test.
4. Employees will be instructed to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained.
5. If an employee tests positive during the screening test, she/he shall not eat, drink, put any object or substance into their mouth and, to the extent possible, not belch during the twenty (20) minute waiting period before the confirmation test.
6. Refusal of an employee to complete and sign the test form, to provide breath, to provide adequate amount of breath, or failure to cooperate with the testing process in a way that prevents the completion of the test, will be considered a disciplinable offence up to, and including, termination.

If a confirmation alcohol test measures 0.04 percent or greater, the Town is required to:

1. Remove the employee from the safety-sensitive position;
2. Refer the employee to the Town EAP for assessment, participation, and a subsequent determination of an alcohol problem; and
3. The employee will subsequently be given at least six (6) random tests during the next year with the possibility of follow-up testing for up to sixty (60) months.

If the confirmation test level is between 0.02 and 0.039 percent, the employee will be removed from the safety-sensitive position and either be re-tested or removed for a minimum of 24 hours.

In the event that an employee is required to comply with breath testing as a result of a law enforcement investigation, the employee will submit to the examination. The test will be considered enforceable for purposes of this policy, if the testing officer is a qualified BAT and that the EBT that was used for the test has been certified by the State of Wisconsin or the Town of Lisbon.

(g) Blood Alcohol Testing

Blood alcohol testing is authorized only in the following circumstances:

1. When policy rules require a post-accident or reasonable suspicion test, and an EBT is not readily available for either a screening or confirmation test, or if there is an EBT available only for a screening test.
2. When an employee attempts and fails to provide an adequate amount of breath, blood alcohol testing may be used for both screening and confirmation test purposes.

Upon conclusive finding of a positive (0.04 percent or greater) blood alcohol test result, the employee has seventy-two (72) hours in which to require a test of the split specimen. Pending receipt of the result of the analysis of the split specimen, the employee shall not perform safety-sensitive functions, unless the employee has met conditions set forth in this policy for a return to safety-sensitive functions following a test result of 0.04 percent or greater. (For explanation of "split-specimen" refer to the "Controlled Substances" section below.)

(h) Controlled Substances

The Town has established its anti-drug program through its "Drug-Free Workplace Policy" which strictly prohibits the unlawful manufacture, distribution, dispensing, possession, or unauthorized use of a controlled substance in the workplace. Furthermore, any abnormal manner that may infer an employee is under the influence of a controlled substance is addressed in the "Reasonable Suspicion Testing" section described previously.

For purposes of this policy, the Town will utilize, at a minimum, a five (5) panel drug screen consisting of the following drugs:

1. Tetrahydrocannabinol (Marijuana drug);
2. Cocaine;
3. Amphetamines;
4. Opiates (including Heroine); and
5. Phencyclidine (PCP)

Drug testing is conducted by analyzing an employee's urine specimen (through a certified testing lab). This procedure will include a split specimen. Each urine specimen is subdivided into two (2) bottles labeled "primary" and a "split" specimen. Both bottles are sent to a lab. Only the "primary" is opened and used for the urinalysis. The "split" specimen bottle remains sealed and is stored at the lab. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has seventy-two (72) hours to request the split specimen be sent to another certified laboratory for analysis.

In some cases, the employee may be unable to provide a urine specimen. After a reasonable waiting period, not to exceed one (1) hour, the supervisor may terminate the testing procedure. The Town will proceed with laboratory testing based on blood testing alone.

(i) Preparation for Drug Testing

1. When the employee enters the collection site, the employee will be required to provide positive identification (i.e., photo I.D. or employee identification).
2. The employee will be instructed to provide at least 45 ml. of urine under the split sample method of collection. This will be done in a specifically designated "donor" bathroom.
3. The urine sample shall be divided into a primary specimen (30 ml.) and a split specimen (15 ml.).
4. If the test result of the primary specimen is positive, the employee may request, within seventy-two (72) hours, that the Medical Review Officer ("MRO") direct that the split specimen be tested in a different DHHS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.
5. Removal from performing a safety-sensitive function is not stayed pending the result of the test of the split specimen.
6. If the result of the test of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test.
7. Employees will be required to complete and sign various forms used to document the testing and chain of custody process. Refusal to sign the test form(s) will be regarded as a refusal to take the test.
8. Refusal by an employee to complete and sign the test and chain of custody forms, to provide urine, to provide an adequate amount of urine (per case base), or otherwise fail to cooperate with the testing process in a way that prevents the completion of the test will be considered a disciplinable offense.

As with an alcohol misuse violation, the Town is required to act upon a positive drug test result in the following manner:

1. Remove the employee from the safety-sensitive position. This removal cannot take place until the employee has been allowed to meet or speak with an MRO in order to determine that the positive drug test did not result from the unauthorized use of a controlled substance;
2. Refer the employee to the Town EAP for assessment and subsequent compliance with recommended rehabilitation after a determination of a drug problem has been made;

3. Employee must be evaluated by a substance abuse professional or MRO and determined to be fit to return to work prior to their release of the employee;
4. Employee must have a negative result on a return-to-duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use may be required.

Town employees are to notify their supervisor when taking any physician prescribed medication or therapeutic drug. It is the responsibility of the employee to inform their physician of the type of safety-sensitive function that they perform in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of their duties or operation of Town equipment.

(j) Questions

Any employee having questions with respect to the scope of this policy and its contents may contact their Department Head or Town Administrator.

ARTICLE X. SOLICITATION AND DISTRIBUTION POLICY

SECTION 10.01 – POLICY

The solicitation of employees or distribution of materials to employees can often interfere with normal operations of the Town, reduce employee efficiency, annoy employees and citizens, and pose a threat to security. For these reasons, the Town limits solicitation and distribution on the premises. Individuals who are not employees of the Town are prohibited from soliciting employees or distributing materials to employees on the premises. This includes soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of vendors or potential vendors as authorized by the Town), or any other similar activity. All visitors are strictly prohibited from entering non-public areas unless a supervisor grants permission.

Employees may engage in limited solicitation and distribution of materials to other employees, on the premises, subject to the following guidelines. Solicitation or distribution of materials is prohibited during the working time of either of the individuals making or receiving the solicitation or distribution. "Working time" does not include an employee's authorized lunch or rest period. Distribution of literature in a way that causes litter on property is prohibited. Off-duty employees may not return to the premises to solicit or distribute materials to employees. Bulletin boards, newsletters, and other Town-provided group communication systems are maintained solely for the Town to communicate information to and from employees, post notices required by law, and for other work-related purposes. Posting of unauthorized notices, photographs, or other printed or written materials on those bulletin boards or other communication systems is prohibited. The Town may authorize a limited number of fund drives by employees on behalf of charitable organizations. Employee participation in such drives is completely voluntary. As a part of those charitable fund drives, the Town may permit a representative from the charitable organization to make a presentation to employees. Employees seeking authorization for such a charitable fund drive should contact the Town Administrator's office for permission.

ARTICLE XI. REIMBURSEMENT POLICY

SECTION 11.01 – POLICY

(a) Purpose

The objective of this policy is to establish a procedure for billing travel, meeting and professional development expenses to the Town of Lisbon. This policy is applicable to all Town of Lisbon Personnel charging travel, meeting and/or professional development expenses to the Town of Lisbon. The Common Board reserves the right to reject any or all expense reports. Exceptions to these may be granted by the Town Administrator or Common Board if extenuating circumstances exist.

If an employee is requested to use their personal vehicle for Town business, he/she will be reimbursed for mileage at the Internal Revenue Service published rate, plus any tolls or parking charges incurred. An "Expense Reimbursement Form" (Appendix F) listing date, project number and expenses incurred shall be submitted to the Department Head as the expenses are incurred. Checks for payment of reimbursable expenses shall be issued with the next available Accounts Payable check run approved by the Town Board

(b) Scope

Town of Lisbon Employees, Elected and Appointed Officials.

(c) Definitions

- Education/Professional Development - career-related expenses related to job duties.
- Business Travel – related specifically to business conducted for the Town of Lisbon.

(d) Documentation

The employee must complete and sign an Expense Reimbursement Form showing the date of the expense, reason, mileage, mileage rate and total owed. The form must be approved by the employee's Department Head and submitted for payment.

(e) Automobile Travel

Employees are encouraged to use Town owned vehicles when traveling on Town business if vehicles are available. Employees who utilize their personal vehicles on travel assignments are responsible to carry liability insurance on said vehicle of no less than \$100,000 bodily injury per person, \$300,000 bodily injury per occurrence and \$50,000 property damage. The Town's insurance coverage will be secondary to the employee's insurance coverage. The Town will cover an employee's insurance deductible up to a maximum of \$500.

Mileage for the use of an employee's personal vehicle, as well as tolls or related parking charges incurred on official Town business shall be reimbursed at the allowable IRS rate. See the Town Clerk for the current rate or visit the IRS website <https://www.irs.gov/tax-professionals/standard-mileage-rates>. The mileage reimbursement for attending authorized functions shall begin and end at the Town Hall.

Elected Officials and employees will not be reimbursed for mileage incurred to attend scheduled Board meetings. Employees will not be reimbursed for mileage incurred driving to or from the Town Hall for work.

(f) Airfare

The Town shall reimburse an employee for the actual cost of airfare for travel to approved out-of-state meetings, seminars and conferences. The employee must fly coach and make every effort to obtain the lowest fare possible. Consideration of the time required to reach their destination may be used in determining the most economical airfare.

(g) Meals

Meal expenses for an employee when on Town business outside of the employee's normal work environment or in the course of Town business are eligible for reimbursement. This also includes time when the employee is staying overnight out of Town on official Town business.

Meals will be reimbursed at rates determined by the U.S. General Services Administration for the Milwaukee metropolitan area per the U.S.G.S.A. per diem rates as found on their website at <https://www.gsa.gov/travel/plan-book/per-diem-rates/mie-breakdown>, therefore, receipts are not required for meals. If a meal exceeds the rate prescribed, the employee will only be reimbursed the prescribed rate. If meals are included in the registration fee, the employee will not be reimbursed for that meal. Breakfast reimbursement is applicable when the employee is required to leave the Town prior to 6:30 a.m. Dinner reimbursement is applicable when the employee returns after 7:00 p.m. Conference/seminar/meeting agendas may be verified for meal inclusion.

When traveling with a spouse it is the responsibility of the employee, elected and appointed Town Official to pay for all of the spouse's meals with the exception of banquet meals, which encourage the attendance of the spouse.

(h) Lodging

Reimbursement is provided if for official Town business. Except for extenuating circumstances, no reimbursement will be allowed for lodging if location of meeting or business activity is within a reasonable driving distance from home. Overnight lodging shall be based on cost, with consideration given to accessibility in conduction of business. Conference/Convention stays will be allowed at the site of conference/convention. Other accommodations should be held close to the government's standard established rates when possible. Please check with the Town Clerk for those rates. Employees are expected to make arrangements as early as possible to try to obtain the lower priced rooms. Any upgrade of rooms, when lower price rooms are available, will be the responsibility of the employee/Town official to reimburse the Town for the difference.

(i) Educational Programs

Reimbursement is provided including registration fees and related materials if applicable to employment with the Town of Lisbon and approved by the Department Head or Town Administrator.

(j) Other Expenses

The Town shall reimburse an employee for other approved travel-related expenses such as taxis, rental cars, baggage handling, official telephone calls, parking fees, etc.

(k) Other Persons

Employees on Town business may take family members or other persons with them on the trip at their own expense, provided authorized expenses are not greater than what these expenses would have been if the employee did not take other persons with them. If the expenses exceed those described in the preceding paragraph, then the employee shall reimburse the Town for all expenses above and beyond those specified.

(l) Advances

Advances are available by written request of the employee and approval of the Department Head. All requests for advances must be made thirty (30) days prior to the employee's scheduled travel. Exceptions can be made when the employee was not aware of the travel thirty (30) days prior.

ARTICLE XII. TECHNOLOGY USE

SECTION 12.01 - POLICY

The policies regarding technology use apply to all Town electronic equipment whether used by classified or unclassified employees. The policies apply to all Town departments.

The Town's computers, networks, programs, communication devices and tools, other technology, and internet (collectively "technology") are intended as tools for the Town to serve the public, and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the Town and interfere with the work of its employees, increase its costs, and even expose the Town to damage, liability and security risks.

No written policy can list every conceivable circumstance that relates to proper use. The Town's employees are professionals who are expected to exercise responsible professional judgment. The Town has complete and sole discretion to determine whether any use or access is inappropriate, even if the use is not expressly prohibited or addressed in this policy or rules. The Town may ask employees to stop any use it believes is improper. In addition, the Town may block access to any content it believes is not appropriate. Employees who do not adhere to this policy may be disciplined, which can include restriction of internet use or discipline up to and including termination.

This policy does not cover employee owned computers being used for Town work. However, employee owned computers will be standalone and shall never be connected to the Town network.

SECTION 12.02 - PROPERTY OF THE TOWN

All electronic data, communications, and information, including information transmitted or stored on the electronic systems of the Town, remain the property of the Town. The Town retains the right to access, inspect, monitor, and/or disclose any data stored on any computer or other electronic device owned by the Town, whether transmitted or received via electronic information systems (including information downloaded from the internet or received or sent via e-mail), media of any kind, and/or any other means of data input. Information stored, saved, or maintained on any Town computer (including laptops) is considered public information and is therefore subject to public disclosure. Further, the Town Administrator shall have access to Town computers (including laptops) at any time so as to be able to inspect and monitor the material thereon.

SECTION 12.03 - DISCLOSURE/PRIVACY

In order to protect the interests of the Town, the Town reserves its right to monitor all use by employees of technology. No employee should expect privacy or secrecy in the use of technology. Employee use constitutes acceptance of the Town's monitoring and disclosure of the employee's use. Use of the Town's property can be limited by the Town at any time for any reason. The Town may consent to the disclosure of information from use of technology or any other property, and the Town may consent or authorize a law enforcement agency to search or review the Town's technology, and the Town may use such information for its intentions and purposes.

SECTION 12.04 - PROHIBITED ACTIVITIES

The following activities are prohibited and may lead to discipline, up to and including Termination:

- Copying, disseminating or printing copyrighted or other protected materials, which can include articles, images, games and other software, in violation of the law.
- Accessing, sending, soliciting, displaying, printing, creating or otherwise disseminating material that is reasonably likely to harass, threaten or embarrass others or that is sexually explicit, fraudulent, offensive in nature, a racial slur, obscene, vulgar or otherwise inappropriate in a professional environment.
- Searching for, accessing or transmitting content that is reasonably likely to be perceived as offensive or disparaging of others, including content that is sexually explicit, profane, pornographic, disrespectful, disparaging based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs or other legally protected basis.
- Engaging in personal, non-Town related activities including activities for gain or profit, for example, consulting for pay or advertising or selling goods or services for personal gain.
- Engaging in illegal activities or using the technology for any illegal purposes, including initiating or receiving communications that violate any laws or regulations.
- Interfering with or disrupting the work of other employees.
- Except as specifically authorized, gaining access by using any access control mechanism (e.g., login name, password, etc.) not assigned to the user, or permitting any person to have access by using another person's access control mechanism.
- Unauthorized access or attempting to gain unauthorized access to any technology or stored information.
- Engaging in any transaction or other conduct that, if done through means other than over the use of technology, would not be authorized.
- Using Town electronic equipment for political campaign purposes including, but not limited to, using e-mail to circulate advertising for political candidates or relating to political campaign issues.
- To gain commercial or personal profit or advantage, including, but not limited to, selling lists of names, addresses, telephone numbers, or other information generated from Town files.
- To represent oneself directly or indirectly as conducting Town business when using such equipment for incidental personal purposes.

- To create web pages - No personal web pages purporting to be an official Town webpage may be created, regardless upon what server they may reside. Web pages representing official Town information may be created in coordination with the Information Services Department.
- For any purpose that would be a violation of any Town work rules, Town ordinance or State or Federal law, regulation, or order.

If an employee has a question about whether a particular use of the Town's technology is proper, then he or she should consult his or her supervisor before engaging in such use.

SECTION 12.05 - USE

The Town provides some of its employees with electronic communication tools such as e-mail, voicemail, cell phones, text messaging, pagers, computers and other communication tools and devices so they may better perform their job-related duties. The Town's electronic communications system includes all messages sent through the Town's computer network either externally via the internet or internally and through Town issued communications devices and networks. Electronic communications should be sent only to those individuals who have a legitimate reason to receive them. Distribution lists should be kept current and updated regularly to reflect changes in responsibility or employment status.

Electronic communications should be courteous, concise, focused and written or spoken in good business English. The same care should be used in drafting electronic communications as used for drafting any other written communication. All electronic communications are unavoidably attributed to the Town. When composing electronic communications, employees should keep in mind that personal comments may be perceived as comments made on behalf of the Town.

The Town's electronic communications systems should not be used for personal communications unless an emergency exists or unless such use is incidental or not the fault of the employee. Employees are expected to use their personal computer, email and cell phone accounts from their home computers or personal cell phones on the employee's own time for internet use and drafting, sending, receiving or reading personal electronic communications. Exceptions to this rule may only be granted by the employee's supervisor. Use of electronic devices for personal reasons may be grounds for discipline up to and including dismissal.

Electronic communications may reside on the system in different recoverable forms (system backup, sent mail folders, spool queues, etc.). Employees should not assume that deleting a personal electronic communication removes all incidents of their existence. If there is a review of the information or an investigation, litigation, or other proceeding that requires or makes desirable the review or production of Town records, it is likely that electronic communications will be requested and potentially disclosed. Moreover, employees should not delete any communications that are records under Wisconsin's Public Records Law.

No one should expect privacy or secrecy in the use of Town technology or Town-issued communication devices such as email, text messages, cell phone messages or calls. Town supervisors may have access to information pertaining to individual employees on the Town's technology. The Town does not condone "snooping"; employees should not read or review

communications not sent to them except for legitimate business reasons. If an internal communication is confidential, it should be distributed personally or by a confidential routing envelope and not by e-mail. Employees should not presume an electronic communication sent via the internet is confidential unless it has been encrypted by the Town. The passwording of electronic communications systems is permitted, but all passwords are to be disclosed to the Town upon request.

Participation in listservs should be limited to those used for business purposes. Postings to listservs are distributed to many unknown readers and can later be quoted in public materials. Employees must understand and comply with the guidelines and protocols of each listserv to which you subscribe.

Electronic signatures should be used on all external messages and should clearly identify the originator of the message. The following information should be included: full name, title, the Town of Lisbon, e-mail address and phone number.

If an employee has a question about whether a particular use or electronic communication is appropriate, then he or she should consult with their supervisor before making such communication.

SECTION 12.06 - LAPTOP COMPUTERS

(a) Policy

The Town of Lisbon will from time to time issue laptop computers to its classified and unclassified employees. In addition to the other provisions of this Handbook, these employees must also abide by the following provisions as they relate to laptop computers.

(b) General

1. One laptop computer will be assigned to those classified and unclassified employees as needed upon determination by the Town Administrator.
2. Laptop computers are assigned to employees while they are employed by the Town.
3. Information stored, saved, or maintained on a Town laptop computer is considered public information and is therefore subject to public disclosure. The user of the laptop will be the custodian of the stored information, and must take reasonable steps to maintain and preserve the stored information. Further, authorized Town staff shall have access to Town laptops at any time so as to be able to inspect and monitor the material contained thereon.
4. Incidental and occasional limited personal use of the laptop is permitted subject to the limitations, conditions, and regulations contained in this Handbook. Assigned laptop computers may not be used in a way that:
 - Directly or indirectly interferes with Town operations of computing faculties or e-mail services.
 - Is contrary to or damages the Town's interest.

- Results in any incremental costs to the Town.
- Interferes with any Town Officer or employee's work duties, performance, or other obligations to the Town.

Examples include but are not limited to excessive use of games, surfing the internet, etc. Any personal use shall be at the risk of the person engaging therein. The Town is not responsible or liable for the consequences. Such use shall be limited to individualized personal communications and not mass distribution of materials. Use of computer resources for such incidental personal purposes is a privilege and can be withdrawn at any time by the Town Board.

(c) Software

All software running on Town laptops must be properly licensed and proof of the licensing must be made available to the Town Administrator. For the purposes of this policy, software falls in one of the following three categories;

1. **Standard Software:** This is software loaded onto the laptop by the Town at the time the laptop is given to the employee. Standard software is fully supported by the Town. A list of such standard software programs will be maintained by the Town's IT Service Provider.
2. **Other Acceptable Software:** This software, while not included in the list of approved Standard Software, is determined by the Town Board from time to time to further the intent of this policy. In determining whether to designate any software as Other Acceptable Software, the Town Board should consider whether there should be a uniform benefit to employees to use such software, rather than just a personal preference, and the cost of purchase and support of such software. In addition, the Town Board should consider whether the addition of any additional software to the list of Other Software is likely to cause the laptop computer's resources or the Town's network to have a negative effect.
3. **Unauthorized Software:** This is software that is not included in either of the above two categories. If any of this type of software is found to be on a laptop, it will be removed by the Town's IT Service Provider.

(d) Electronic Mail (Internal and External) and Access to the World Wide Web and Other Servers

Town laptop computers have been equipped with firewall and anti-virus software and are intended to be used to access to electronic mail (e-mail), either internal or Internet, or access the World Wide Web. Transmission of any material in violation of U.S. or state laws or regulations is prohibited. Software may not be downloaded to Town laptop computers except as expressly permitted by this Policy. Doing so could put the Town in jeopardy of violating software copyright laws and/or could contaminate the Town's network with viruses.

(e) Security

Laptop users will be expected to take reasonable precautions to protect any laptop computer assigned to them from damage, destruction, or theft. Laptop users are encouraged to take appropriate steps to protect the security of networks and files by the use of assigned passwords and by taking all necessary steps to maintain the integrity of passwords. While the Town Clerk-Treasurer shall have the right to know all passwords, passwords should not otherwise be shared, nor should they be posted.

SECTION 12.07 - VIRTUAL PRIVATE NETWORK REMOVE CONNECTION POLICY

(a) Overview

The intent of this policy is to establish guidelines specifically pertaining to remote access to the Town of Lisbon's internal network. Preventing unauthorized access to company data from insecure networks is of utmost importance to Lisbon. This policy is designed to ensure remote and/or traveling employees have the ability to securely connect to the VPN without fear of threat and to provide the Town with an additional means of monitoring and controlling access to the internal network.

(b) Scope

This policy shall apply to all employees, appointed and elected officials of Lisbon, and shall govern remote network access for all authorized users. Remote access is defined as any connection to Lisbon's VPN from a location outside of any affiliated Lisbon office locations.

(c) Policy General

Authorized users must protect their login credentials and must not share them with anyone for any reason. All inbound connections to Lisbon's VPN must pass through an access control point before the user can reach a login banner. Remote users must be required to authenticate before being granted access to company information. Remote access must be logged in a central database and kept for a period of at least 30 days. These access logs will show when each user connects and disconnects to and from the network. These logs must be reviewed regularly by the Town Board or designee.

(d) Hosts

All hosts connected to the Town's VPN must be equipped with the most up-to-date anti-malware software as pre-approved by the Town. Third-party hosts must comply with this requirement before connecting to the network. All hosts connected to the Town's VPN via remote access must be on a Town issued device. No personal devices or computers are permitted.

(e) VPN

Users shall only use the VPN on a trusted third-party network. Users shall not use the VPN on unsecured networks (networks with no password) or public networks (i.e. airports, coffee shops, waiting rooms etc.). Users shall not connect to the Town's VPN while also using another VPN. Authorized users shall not connect to the Town's VPN while the host is connected to a network that is not the user's personal home network.

(f) Third-Parties

Third-party access shall never be enabled.

(g) Enforcement

It is the responsibility of the end user to ensure compliance with the policies above.

Any exceptions to the policy must be pre-approved by the Town's IT Service Provider and the Town Administrator. Questions regarding remote access should be directed to the Town's IT Service Provider and the Town Administrator.

If you believe your connection may have been compromised, please immediately report the incident to the Town's IT Service Provider and the Town Administrator.

SECTION 12.08 - SOCIAL MEDIA POLICY

(a) Policy

The Town of Lisbon will use social media for the following purposes:

- To increase public awareness of the Town's programs, policies and services.
- To promote the value and importance of the Town's programs, policies and services among government officials, civic leaders and the general public.
- To maintain open, professional and responsive communications with members of the public and the news media.

The purpose of this policy is to ensure the proper use of the Town's social networking sites technologies. Publicly posted information will be professional and reflect positively on the Town of Lisbon, its employees, volunteers, programs, policies and services. Employees will check facts, cite sources, present balanced views, acknowledge and correct errors and check spelling and grammar before publishing any posts. Further, employees are personally responsible for the content they publish on blogs, wikis or any other form of user-generated media.

(b) Ownership

All social media communications messages composed sent or received on the Town's equipment are the property of the Town of Lisbon. The Town of Lisbon reserves the right not to publish any posting, or to remove any posting at any time.

(c) Management of Social Web Applications

The Town Clerk's office is responsible for overall social media administration, including, but not limited to, blogs, wikis, video sharing and business pages and social networking sites. The Town Clerk's office will also:

- Maintain the sites, including the look and feel and pages for the comment policy, descriptions, etc.
- Review each post. This will primarily be for policy and legal issues; editing will be essentially only to correct spelling or grammatical errors.
 - Coordinate review with the Town Attorney's office for legal issues.
 - Upload posts (repeat bloggers/posters may be authorized to post themselves).
 - Moderate comments (see Moderating Public Comments).
 - All department and Town service-related social media sites must be approved before an account may be set-up.
 - Each site should have wording that indicates who the owner of the site is and an email link back to the individual who maintains it. The name of the Town should be on the site.

(d) External Links

To meet its purpose, the Town's Social Networking Sites may contain links to other social networking sites or websites that are not owned, regularly reviewed or controlled by the Town. The Town's Social Networking Sites do not provide links to external sites that are strictly political or religious in nature. The provision of direct links should not be construed as an endorsement or sponsorship of these external sites, their content or their hosts. The Town specifically disavows legal responsibility for what a user may find on another site, whether or not operated by the Town. The views and opinions of the authors of documents published on or linked to the Town's Social Networking Sites do not necessarily state or reflect the opinion, policy or position of the Town.

The Town of Lisbon is not responsible for the content, quality, accuracy or completeness of any offsite materials referenced by or linked through the Town's Social Networking Sites. By using the Town's Social Networking Sites, the user acknowledges and accepts the risk of injury or damage from viewing, hearing, downloading or storing such materials rests entirely with the user and that the Town is not responsible for any materials stored on other social networking sites or websites, nor is it liable for any inaccurate, defamatory, offensive or illegal materials found on other social networking sites or websites.

The Town does not endorse any content, viewpoint, products or services linked from its Social Networking Sites and shall not be held liable for any losses caused by reliance on the accuracy, reliability or timeliness of such information. The Town does not warrant the accuracy or reliability of or endorse any products or service providers listed or linked to its site. Links to other social networking sites or websites are approved if they meet the following criteria:

- They are state, regional, local or federal government agencies, special purpose districts, hospitals, scientific or cultural organizations serving the Town of Lisbon community and public educational institutions.
- They are community festivals and events that are open to the general public and that are endorsed, sponsored or cosponsored by the Town.
- Providers of search engines from the Lisbon websites.
- No links are allowed to sites containing inappropriate material or to information irrelevant to the Town's mission or services.
- They are approved by the Town Clerk or the Town Administrator.
- The Town Clerk is authorized to order removal of material that is inconsistent with these guidelines.
- Links shall not be made to sites that are associated with, sponsored by, or serve a candidate for elected office or any political party or organization supporting or seeking to defeat any candidate for elective office or any ballot proposal.

(e) Privacy & Security

The Town has the right to monitor employees' social media use on Town equipment and will exercise its right as necessary. Users do not and should have any expectation of privacy. When using Town of Lisbon Social Networking Sites technologies, Town employees will:

- Identify themselves by name and as an employee of the Town of Lisbon.
- Use appropriate language and refrain from ethnic slurs, personal insults, obscenity or engage in any conduct that would not be acceptable in the Town's workplace.
- Demonstrate proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory, such as politics and religion.
- Be aware that what is written will not only reflect on the writer, but also on the elected officials of the Town of Lisbon and other Town employees.
- Not provide confidential information about citizens or employees, including names, or use such material as part of any content added to a site.
- Not comment on business partners or their competitors' practices or services or use such as part of content added to a site.
- Not provide others with confidential or proprietary information that would compromise negotiations or including such as part of content added to a site
- Without permission to publish or report on conversations that are meant to be private or internal.
- Be aware that all content added to a site *may* be subject to Wisconsin's Public Records & Open Meetings Laws and may be subject to discovery in legal cases.
- Insure that any content published to any website outside of the Town of Lisbon that is related to an employee's work or subjects associated with the Town of Lisbon will include the following disclaimer: "The postings on this site are my own and do not necessarily represent the Town of Lisbon's positions, strategies or opinions."

(f) Moderating Public Comments

Where moderation of comments is an available option, comments from the public will be moderated by the Town Clerk's office before posting in compliance with this policy. In general, comments that are abusive, obscene, defamatory, in violation of copyright, trademark right, or other intellectual property right of any third party, or otherwise inappropriate or incorrect will not be posted. Where moderation prior to posting is not an option, sites will be regularly monitored by the Town.

(g) Other Considerations

Postings must not violate any federal, state or municipal laws. For example, they may not:

- Reveal information about ongoing investigations
- Discuss deliberative materials
- Violate the regulatory process
- Circumvent Public Records & Open Meetings Laws
- Violate privacy or copyright
- Violate other legal issues that may not apply

ARTICLE XIII. CREDIT CARD POLICY

SECTION 13.01 – POLICY

The Town of Lisbon establishes procedures under which departments will control use of credit cards assigned to and utilized by Town employees. These procedures are intended to accomplish the following:

- Ensure that procurement with credit cards is accomplished in accordance with this policy and any other policies and procedures established by the Town.
- Enhance productivity, significantly reduce paperwork, improve controls, and reduce the overall cost associated with small purchases.
- Ensure appropriate internal controls are established within each department procuring with Credit cards so that they are used only for authorized purposes.
- Ensure that the Town bears no legal liability from the inappropriate use of credit cards.
- Ensure prompt payment to vendors enhances the Town's relationships with suppliers.

The Town Administrator will make all decisions regarding the issuing of individual cards and the establishment of any and all additional controls for their use. However, no individual card or credit limit shall exceed \$25,000.

Only authorized employees of the Town of Lisbon may use the Town credit card.

The credit card is to be used for Town purchases only. The credit card will not be used for personal purchases of any kind. Use of the credit card for personal purchases or expenses with the intention of reimbursing the Town is prohibited. Any employee who violates any portion of this Policy and utilizes a Town credit card for the purchase of unauthorized and/or personal goods, materials and/or services shall be held fully responsible for any and all cost incurred by the Town associated with the personal, non-business related expenditures, including but not limited to the interest expense, finance charges, penalties and legal expenses.

When using the credit card, the cardholder should:

- Ensure that the goods or services to be purchased are budgeted and allowable.
- Determine if the intended purchase is within the cardholder's credit card limits.
- Tell the supplier/merchant that the purchase will be made using the Town credit card and is tax exempt, and produce the tax-exempt certification upon request.
- Retrieve the receipt for the credit card purchase within one (1) business day and provide the Town with a copy of the receipt as soon thereafter as possible.
- Denote what was purchased and the departmental account category the purchase falls under for those receipts.
- Be responsible for managing any returns or exchanges and ensuring that proper credit is received for returned merchandise.
- Be responsible for its protection and custody and shall immediately notify the Town Administrator if a credit card is lost or stolen.

- Ensure that the only time a purchasing card number should be entered in a web browser to purchase items is when the card number is encrypted. This can only be verified when transacting business on a secured server. At the bottom line (status bar) of the web browser, the padlock should be "locked". If the padlock is not "locked", the transaction information is not secure. Alternate choices would be to print the order form and fax the information to the vendor, or call the vendor's toll-free sales line.

The credit card charges shall be reconciled monthly and reviewed and approved by the Town Administrator and Town Chair. The Deputy Clerk-Finance shall reconcile all credit card statements on a monthly basis, and once reconciliation has taken place, attach original receipts to the appropriate statements and code the expenses for payment in a timely fashion.

The cardholder is financially responsible for unauthorized purchases and for purchases not supported by receipts. Finance charges incurred due to cardholder's failure in submitting completed and approved reconciliation in a timely manner will be cardholder's obligation and late fees will be coded to their respective department.

This policy applies to all departments and personnel of the Town of Lisbon. Violations of this policy will result in discipline up to and including termination.

ARTICLE XIV. WORKPLACE SAFETY AND REPORTING INJURIES OR ILLNESSES

SECTION 14.01 - POLICY

Job safety is very important to each employee and the Town. Employees must conduct themselves carefully at all times. Most accidents are caused by carelessness and horseplay. All employees must act in a safe manner and practice good safety procedures. Similarly, all work areas are to be kept clean and free from debris, and tools and equipment are to be kept clean and in good repair.

SECTION 14.02 - REPORTING UNSAFE CONDITIONS

Any accident, hazards or potentially unsafe conditions of equipment are to be reported to an employee's supervisor immediately for action. If the unsafe condition can be corrected immediately as to avoid any additional hazard, then the employee should implement the corrective action.

SECTION 14.03 - REPORTING INJURIES/ILLNESS

Any employee who is injured or becomes ill while performing service related to his or her employment must contact their supervisor immediately and on the same day the injury or illness occurs to report the incident. The report must be in writing and contain relevant facts. The employee should secure the necessary medical attention on the job site to the extent practicable.

SECTION 14.04 - WORKERS COMPENSATION

Worker's compensation is a form of accident and disability insurance to protect an employee in the event of a qualifying job-related injury or illness. Upon returning to work after a work-related injury, an employee may be required to provide certification from his or her treating physician verifying that the employee is able to safely and adequately perform his or her regular job functions.

SECTION 14.05 - EVACUATION

The Town has established the following protocols for evacuation of the premises. When employees are advised to evacuate the building, the employees should:

- Stop all work immediately.
- Contact outside emergency response agencies, if needed.
- Shut off all electrical equipment and machines, if possible.
- Walk to the nearest exit, including emergency exit doors.
- Exit quickly, but do not run. Do not stop for personal belongings.
- Proceed, in an orderly fashion, to a parking lot near the building.
- Do not re-enter the building until instructed to do so.
- Employees must know the location of fire extinguishers, emergency exits and first aid kits and make sure they are accessible at all times.

ARTICLE XV. WORKPLACE VIOLENCE AND WEAPONS

SECTION 15.01 - VIOLENCE

The Town prohibits workplace threats or violence. Acts or threats of physical violence, including intimidation, harassment, or coercion, which involve or affect personnel or property or which occurs on the Town's property will not be tolerated. Prohibition against threats and acts of violence applies to all persons. Every employee is required to report incidents of workplace threats or acts of physical violence or damage of property.

Acts or threats of violence include conduct, which is sufficiently severe, offensive, or intimidating so as to alter the employment conditions or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Town premises, regardless of the relationship between the Town and the parties involved.
- All threats or acts of violence occurring off Town premises involving someone who is acting in the capacity of a representative of the Town.
- Examples of conduct that may be considered threats or acts of violence in violation of this Policy include, but are not limited to, the following:
 - Hitting, touching, or physically harming an individual.
 - Threatening an individual or his or her family, friends, associates, or property with harm.
 - Damaging or threatening to harm Town property or the property of others.
 - Making harassing or threatening communications.
 - Harassing surveillance or stalking (following or watching someone).
 - Unauthorized possession or inappropriate use of firearms or weapons.

SECTION 15.02 - WEAPONS

By this policy, the Town intends to promote a safe environment for employees and other individuals who interact with Town employees.

A "weapon" is any device designed as a weapon and capable of producing death or harm to another person including, but not limited to, firearms, handguns and explosive devices.

The possession or control of any weapon or threatening the use of a weapon in the course of employment by Town employees in any Town facility, during the performance of their job duties whether on or off Town property is strictly prohibited except for the following:

- Use of a knife, such as a utility knife, with a blade no longer than three (3) inches in length for approved Town work; or
- Law enforcement officers in the performance of their official duties.
- This policy does not prohibit Town employees from storing a weapon in their personal vehicle while the vehicle is on Town property or while using their personal vehicle during the course of performance of the job duties for the Town. Weapons stored in an employee's personal vehicle while the vehicle is on Town property or while the vehicle is being used in the course of employment with the Town must be secured in the vehicle.

Any violation of this policy by an employee may result in disciplinary action, up to and including termination.

APPENDIX

- A. ACKNOWLEDGMENT RECEIPT OF HANDBOOK
- B. FAMILY AND MEDICAL LEAVE REQUEST HEALTH CARE PROVIDER CERTIFICATION
- C. FAMILY AND MEDICAL LEAVE REQUEST
- D. RETURN TO WORK CERTIFICATION
- E. HOLIDAY PAYROLL PROCESSING SCHEDULE
- F. [EXPENSE REIMBURSEMENT FORM](#)
Click link to download Excel Sheet or [email Town Hall](#) for the document.

[Click here to download Federal FMLA forms for Appendix items B, C & D.](#)

[Click here to download Wisconsin FMLA forms for Appendix items B, C & D.](#)



APPENDIX A - ACKNOWLEDGMENT RECEIPT OF HANDBOOK

I acknowledge that I have received and read the Town of Lisbon Handbook and understand its provisions. I understand the Town may modify or eliminate the terms described in the Handbook at any time, with or without prior notice.

I further understand that the Town's Handbook and the provisions contained in the Handbook do not constitute a guarantee of employment; a guarantee of any other rights or benefits; a contract of employment, express or implied; otherwise alter my at-will employment status; and my employment may be terminated at any time for any reason, with or without cause, and with or without notice.

Date: _____

Employee

Date: _____

Administrator

APPENDIX E

HOLIDAY PAYROLL SCHEDULE

Mark your 2020 calendar to email time cards to Payroll by date listed in red.

This ensures your employees receive their paychecks early during the holidays!

HOLIDAY	DATE	PROCESS PAYROLL	CHECK DATE	TIMECARDS DUE BY 10AM
New Year's Day	1/1/2020	n/a		
Martin Luther King, Jr. Day	1/20/2020	n/a		
Presidents' Day	2/17/2020	n/a		
Memorial Day	5/25/2020	n/a		
Independence Day	7/4/2020	n/a		
Labor Day	9/7/2020	n/a		
Columbus Day	10/12/2020	10/8/2020	10/9/2020	10/5/2020 MONTHLY
Veterans Day	11/11/2020	11/10/2020	11/12/2020	11/9/2020 BIWKLY
Thanksgiving Day	11/26/2020	11/24/2020	11/25/2020	11/23/2020 BIWKLY
Christmas Day	12/25/2020	n/a		

APPENDIX F

EXPENSE REIMBURSEMENT FORM

Employee:

<enter name here>

<enter address here>

<enter city/state/zip here>

QTY	DESCRIPTION	AMOUNT
	DATE: <enter date of submittal>	
1	<enter \$ to be reimbursed> <Enter description	#VALUE!
1	<enter \$ to be reimbursed> <Enter description	#VALUE!
1	<enter \$ to be reimbursed> <Enter description	#VALUE!
	delete extra lines if not needed	
	<enter gl account number>	
TOTAL		#VALUE!



2020 | Benefits Guide

Insurance / Risk Advisory / Employee Benefits

HORTON



Town of Lisbon

Employee Benefits Guide

We are committed to providing our greatest assets - our people - with comprehensive and affordable benefits. Our 2020 employee benefits offerings deliver maximum options and flexibility.

This guide will help you understand the full range of health and wellness benefits that will be available. After reading through the enclosed information, be sure to use this guide as a benefits resource you can reference throughout the year.

This guide includes a quick reference directory of telephone numbers and websites for all of our providers. We encourage you to access these sites to learn more about the plans and make the best choices possible.

Protect your Health, Life & Well-Being

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Voluntary Vision	8
Life Insurance and AD&D	9
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Retirement Benefits	13
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About the Medical Insurance

Choosing the right health insurance plan is important for you and your family. Following are some of the basic reasons you should obtain health coverage:

- Health insurance gives you a sense of security knowing that a sudden illness or serious injury will not drain your bank account, or worse, your retirement savings. Health insurance protects your financial future by helping pay for expensive doctor visits and treatments.
- Seeing doctors who are in-network with your health insurance plan also gives you the advantage of receiving care with lowered costs. When doctors are in-network, you have access to lower rates negotiated by the insurance company, meaning you owe less than if you did not have insurance.
- Health insurance covers many preventative services without you having to pay a deductible or copayment. Preventative care is intended to prevent or catch diseases and other health problems before they become serious. Preventative services that are covered in full include various health screenings and immunizations.
- Having health insurance will also help you pay for prescription drugs, whether through reduced fees or copays.

Who Is Eligible?

Full-time employees, working a minimum of 37.5 hours per week, and their family members are eligible to enroll in the benefits described in this guide. *Children can remain covered up to age 26 for all lines of coverage.*

When Are You Eligible?

Health, Dental, Vision, Life & AD&D insurances will be effective beginning the first day of the month following 30 days employment, and continues through the month in which the final paycheck is received. Enrollment application must be completed and submitted to the Town Clerk within 30 days of beginning employment for new hires; 60 days of the qualifying event for current employees.

Annual Open Enrollment:

You may make changes to your benefit elections during your open enrollment period for a January 1st effective date.

Qualified Change in Status:

You may make benefit changes within 30 days of a Qualified Event. Qualified Events include marriage, divorce, legal separation, birth or adoption of a child, change in child's dependent status, death of dependent or your spouse, or change in spouse's benefits or employment status.

Note: Employee is responsible for notifying the Town Clerk of any changes within 30 days.

Medical

Anthem

Coverage	Anthem Gold Blue Preferred PPO		Anthem Silver Blue Preferred HSA	
	In-Network	Out -of -Network	In-Network	Out- of- Network
Network	Blue Preferred		Blue Preferred	
Annual Deductible				
Individual	\$2,800	\$8,400	\$3,500	\$10,500
Family	\$5,600	\$16,800	\$7,000	\$21,000
Out-of-Pocket Maximum				
Individual	\$3,000	\$9,000	\$5,750	\$17,250
Family	\$6,000	\$18,000	\$11,500	\$34,500
Coinsurance	0%	30%	10%	30%
Lifetime Maximum	Unlimited		Unlimited	
Physician & Services				
Primary Care Physician	No Charge after Deductible	30% after Deductible	10% after Deductible	30% after Deductible
Specialist Care Physician	No Charge after Deductible	30% after Deductible	10% after Deductible	30% after Deductible
Preventative Care	No Charge	30% after Deductible	No Charge	30% after Deductible
Urgent Care	No Charge after Deductible	30% after Deductible	10% after Deductible.	30% after Deductible
Hospital Services				
Inpatient	No Charge after Deductible	30% after Deductible	10% after Deductible.	30% after Deductible
Outpatient	No Charge after Deductible	30% after Deductible	10% after Deductible.	30% after Deductible
Emergency Room	No Charge after Deductible		10% after Deductible	
Retail & Mail Order (In-Network Only)				
Preferred Retail (up to a 30-day supply)	No Charge after Deductible		\$15/ \$40/ \$80/ 25% coinsurance	
Non-Preferred Retail (up to a 30-day supply)	10% after Deductible		\$25/ \$50/ \$90/ 35% coinsurance	
Mail Order (up to a 90-day supply)	No Charge after Deductible		\$38/ \$120/ \$240/ 25% coinsurance	

See Certificate of Coverage for full policy details including limits and exclusions. To identify an in-network provider go to www.anthem.com

Only Regular, Full-Time employees, as described in Section 2.02 of the Employee Handbook are eligible for benefits; part-time employees are not. Coverage is offered either on a single or family plan and payroll deduction rates vary by age. The amount of employee and Town contributions is determined by the Town Board and is subject to change.

Contribution

For employees hired prior to October 22, 2012:

- SINGLE PLAN: Employee shall pay 25% of the premium.
- FAMILY PLAN: Employee shall pay 25% of the premium for the employee's coverage and 32.5% of the spouse and/or children(s) premium.

For employees hired after to October 22, 2012:

- SINGLE PLAN: Employee shall pay 25% of the premium.
- FAMILY PLAN: Employee shall pay 25% of the premium for the employee's coverage and 50% of the spouse and/or children(s) premium.

Retirement

The four (4) Town employees hired prior to 2000, upon retirement, the Town shall provide health insurance reimbursements for the employee with the following terms and conditions.

The reimbursement for eligible retirees will consist of any "out of pocket" premium costs paid by the retiree on an after-tax basis and shall be handled by a third-party provider or the Town directly. The amount of the reimbursement is limited to the amount of the premium paid by the Town towards the retiree's health insurance at the time the employee retired. Retirees must submit proof of payment before any reimbursement will be made under this paragraph.

Three years of health insurance coverage if:

- the employee has completed at least twenty-five (25) years of full-time service; or

Five years of health insurance coverage if:

- the employee has completed thirty (30) years of full-time service;

The Town, in its sole discretion, reserves the right to modify or terminate the above described benefits at any time. No other employees are eligible for retiree health insurance.

Change in Carriers

The Town has the sole discretion to determine what insurance benefits will be provided, the carrier to be selected, and the level of benefits to be offered.



Health Savings Account (HSA)

The Town offers a Health Savings Account to those regular full-time employees who are on the Town's health insurance. These employees shall be paid quarterly, which will coincide with the last payroll of the current quarter. Employees taking Single Plans shall be paid \$2,000 per year. Employees taking Family Plans shall be paid \$2,750 per year.

What is a Health Savings Account?

An HSA (Health Savings Account) is a tax-free savings account that an individual owns, and funds are to be used exclusively to pay for medical expenses. You can use this for any of your expenses from this plan, or you can choose to let this account grow from year to year.

Any unused funds at the end of the calendar year will be rolled into the next calendar year.

- In order to establish an HSA, you have to be covered by a High Deductible Health Plan. These types of plans have no copays.
- The IRS sets an annual maximum amount that can be deposited into the account. Any unused funds will earn interest and roll over from year to year. These funds belong to you; if you leave your job, you take the money in the account with you.
- As long as funds are withdrawn for qualified medical expenses, they will be tax-free. If funds are taken for other expenses, you will pay income tax and a 20% penalty on the withdrawal.
- The owner of the HSA account is responsible to keep records on all withdrawals. Keep all receipts for medical expenses paid for with HSA money in case you are audited.

Who is Eligible?

An eligible individual is any individual who:

- Is covered by a high deductible Health Plan (HDHP)
- Is not also covered by any other health plan that is not a HDHP
- Is not entitled to Medicare (generally has not reached age 65)
- May not be claimed as a dependent on another person's tax return

2020 Maximum HSA Contribution Limit? (Employee)

- \$3,550 for individual coverage
- \$7,100 for family coverage
- Individuals age 55 or older are eligible to make a catch-up contribution of \$1,000
- These amounts will be prorated if you are on the plan for less than 12 months





Dental

Coverage	Delta Dental PPO	
	In-Network	Out-of-Network
Network	PPO	Non- PPO/ Any Other Dentist *
Annual Deductible- Does Not Apply to Preventive Services		
Individual	\$25	\$25
Family	\$75	\$75
Calendar Year Maximum	\$1,000 per person	
Preventive		
Oral Exams	No Charge	No Charge
Cleanings	No Charge	No Charge
Topical fluoride applications	No Charge	No Charge
X-Rays	No Charge	No Charge
Basic		
Endodontics	20%	20%
Periodontics	20%	20%
Extractions (Surgical and Nonsurgical)	20%	20%
Oral surgery	20%	20%
Major		
Crowns, Inlays, or Onlays	50%	50%
Repairs and Adjustments to Bridges and Dentures	50%	50%
Implants and Dentures	50%	50%

See Certificate of Coverage for full policy details including limits and exclusions – for a copy see Human Resources. To identify an in-network provider go to www.deltadentalwi.com

*If you see a Non- PPO dentist, you will be responsible for any charges over the Reasonable and Customary amount.

Delta Dental of Wisconsin

The Town provides group care dental insurance plans for only Regular, Full-Time employees, as described in Section 2.02 of the Employee Handbook. Part-time employees are not eligible. Coverage is offered either on a single or family plan. For complete coverage details, please refer to the Certificate of Coverage.

The eligible employee shall pay 15% of the premium; the Town paying 85%. The eligible employee shall have the option of not being included on the program and shall sign a waiver indicating non-participation.

2020 Employee Dental Contributions	Monthly
Employee Only	\$5.43
Employee + Family	\$15.42



Voluntary Vision

United Healthcare- Eye care can be an important benefit for you and your family, which is why we provide vision insurance through United Healthcare.

Plan Feature	Frequency	In-Network	Out-of-Network
Network		Spectera	
Examination	12 Months	No Charge after \$15 Copay	Reimbursement up to \$40
Standard Lenses	12 Months	No Charge after \$30 Materials Copay	Reimbursement up to \$40
Single Vision			Reimbursement up to \$60
Lined Bifocal			Reimbursement up to \$80
Lined Trifocal			Reimbursement up to \$80
Lenticular			
Frames	24 Months	\$30 Copay then \$150.00 retail frame allowance; then 30% off balance	Reimbursement up to \$45
Contact Lenses - In lieu of eyeglass			
Selection contact lenses	12 Months	If you choose disposable contacts, up to 4 boxes are included when obtained from an in-network provider	Reimbursement up to \$125
Non-selection contact lenses		\$125 allowance (No Copay)	Reimbursement up to \$125
Medically Necessary		No Charge after \$30 Materials Copay	Reimbursement up to \$210
Laser vision (In-Network Only)			
<ul style="list-style-type: none"> UnitedHealthcare has partnered with the Laser Vision Network of America (LVNA) to provide our members with access to discounted laser vision correction providers. Members receive 15% off standard or 5% off promotional pricing at more than 550 network provider locations and even greater discounts through set pricing at LasikPlus® locations. For more information, call 1-888-563-4497 or visit us at www.uhclasik.com 			
Hearing Aids (In-Network Only)			
<ul style="list-style-type: none"> As a UnitedHealthcare vision plan member, you can save on high-quality hearing aids when you buy them from hiHealthInnovations™. To find out more go to hiHealthInnovations.com. When placing your order use promo code myVision to get the special price discount 			
See Certificate of Coverage for full policy details including limits and exclusions – for a copy see Human Resources. To identify an in-network provider go to www.myuhcvision.com			

2020 Employee Vision Contributions	Monthly
Employee Only	\$6.13
Employee + Spouse	\$11.65
Employee + Child(ren)	\$13.61
Employee + Family	\$19.18





Life Insurance and AD&D

United Healthcare

Town of Lisbon provides and pays for Group Life and AD&D Insurance for all full-time employees. The beneficiary you designate will receive the Life Insurance benefit. Contact Human Resources to update your beneficiary info.

The Accidental Death and Dismemberment (AD&D) portion is automatically included with Basic Life and provides the employee with additional insurance coverage for the loss of life or injuries sustained in an accident on or off the job. This insurance coverage is administered by United Health Care. Life Insurance is effective on the first day of the month following 30 days of employment. Basic coverage is paid 100% by the Town. Coverage is a flat \$25,000.

Employee Life Insurance	
Amount	\$25,000
Accidental Death and Dismemberment (AD&D)	
Amount	\$25,000
Benefit Reduction	<ul style="list-style-type: none"> • 65% at age 65 • 50% at age 70

See Certificate of Coverage for full policy details including limits and exclusions – for a copy see Human Resources.



Time Off

Vacation Leave

Vacation is provided to employees to provide time off from work to relax without loss of income. Vacation benefits will not be earned until after the employee completes one year of continuous service. Vacation time will be accrued each month based on the leave schedule below.

Eligibility

Only Regular, Full-Time employees, as described in Section 2.02 of the Employee Handbook are eligible for benefits; part-time employees are not. Eligible employees receive vacation after one year of service.

Leave Schedule

Full time employees shall be granted vacations with pay as follows:

- Two weeks (80 hours or 10 working days) after one year of service.
- Three weeks (120 hours or 15 working days) after six years of service.
- Four weeks (160 hours or 20 working days) after twelve years of service.
- Four weeks (160 hours or 20 working days) plus one day per year to a maximum of five weeks after thirteen years of service.

Accrual

Employees (except for FT FD) will be granted a new vacation leave bank on January 1. However, vacation benefits shall be accrued on a calendar year basis at a rate of 1/12 of the employee's authorized vacation for each full month of employment. A full month of employment is any month in which the employee has been in paid status or on an unpaid leave of absence of less than 15 calendar days per month. Paid status includes regular pay, sick leave pay, vacation pay, funeral leave pay and holiday pay. After completion of one year of employment, employee will receive two weeks of vacation leave, which may be used for the remainder of the calendar year.

Incremental increases of vacation benefits in subsequent years (1, 6, and 12 years of employment) shall be similarly prorated during the year in which the anniversary occurs. Effective January 1 of the year following the employee's completion of more than one (1) year (or any other anniversary set forth herein), the employee shall receive the full vacation benefit set forth in this provision.

Scheduling

Vacations must be scheduled at the mutual convenience of the employee and the Town. The Town reserves the right to deny vacation requests when scheduling does not permit. Generally, employees are not allowed to take more than two weeks of consecutive vacation time; however, if an employee does need to take more than two weeks of consecutive vacation time, the employee should discuss this with, and seek approval from, his/her Department Head.

In order to accommodate vacation requests, employees are required to give notice for any vacation requests within that year. Each department may determine how much notice is required based on the department's needs. All vacation requests must be in writing and submitted to your Department Head. The Town will attempt to grant any such requests in an equitable manner so as to distribute "choice days" among all employees in the applicable department. In addition to taking into account the days that an employee received in the past for his/her vacation, the length of service will be a determining factor in cases of conflicts in vacation requests.

Vacation scheduling will be determined on a departmental basis. When scheduling, your Department Head will consider your personal preferences, length of service, and the needs of his/her department.

All employees are paid for vacation time on the regular payday. No advance payments will be made.

Payment In Lieu of Vacation

Payment in lieu of vacation time will not be granted, unless the employee retires or voluntarily leaves employment of the Town with the required amount of notification, vacation time will be paid out at the rate of pay currently earned by the employee in accordance with the guidelines stated in Section 4.02(c). An employee who terminates employment prior to completing one year of continuous service shall not be eligible for any payment of accrued vacation.

Unused

There may be unusual or extenuating circumstances that will not permit an employee to exhaust all of his/her vacation leave by the end of the calendar year. In those circumstances, a request to carry over earned but unused vacation must be made to the Department Head. Such request shall specifically document the unusual or extenuating circumstance, and the anticipated dates for the vacation leave. No employee shall be permitted to carry over any unused vacation leave remaining on December 31, into the following calendar year without the written permission of the Department Head. If approval of the vacation carry over is not granted by the Department Head, the employee will lose that part of the vacation benefit not used in the calendar year. Vacation is intended to be used during the year in which it is earned. However, if approved by a Department Head, no more than two weeks (80 hours) may be accumulated and carried over to the next year.

Use of Vacation Time

Employees shall not elect to take unpaid time off in an effort to save paid vacation days, except to the extent permitted by law.

Sick Leave

Regular Full-Time Employees

After the orientation/introductory period, regular full-time employees as described in Section 2.02 of the Employee Handbook will earn one day of sick leave with pay for completion of employment every two months, or a total of six days per year accumulative to a maximum of one hundred twenty (120) days.

New, regular full-time employees will accrue one day of sick leave every two months during the orientation/introductory period, but they will not be awarded the sick leave until after the orientation/introductory period ends. Employees terminating or resigning during the orientation/introductory period will not be eligible to be paid for sick days.

Sick leave is subject to the following rules:

- Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion. It shall be allowed only for actual sickness of the employee, to meet medical or dental appointments, or because of illness in the employee's immediate family which necessitates his/her absence from employment. "Immediate Family" shall be defined as defined in the State and/or Federal FMLA.
- Employees shall make every reasonable effort to schedule medical appointments at the least disruptive time in accordance with departmental needs, so as not to conflict with the work schedule of the day.
- No pay for sick leave exceeding three (3) consecutive days shall be granted to an employee except upon presentation of a physician's certificate, or where exempted by the Department Head.
- At the discretion of the Department Head, the employee may be required to submit a physician's certificate to confirm that the employee was ill and be eligible for sick pay for leave taken immediately before or after a holiday, weekend, or vacation. If such a certificate is not provided, any pay granted for such leave may be deducted from the next paycheck.

- In order to receive paid sick leave, an employee shall notify his/her immediate supervisor of his/her absence no later than one-half (1/2) hour before the start of the normal workday, unless the employee is unable to do so because of circumstances beyond the employee's control. The employee must indicate the reason for the absence, and if the call is late, the reason the employee could not contact his/her supervisor at least one-half hour before the employee's scheduled starting time.
- The Town Administrator or Department Head may investigate the alleged illness of an employee absent from work on sick leave. False or fraudulent use of sick leave shall be cause for disciplinary action up to and including dismissal. The use of sick leave for any purpose other than allowed by policy, the making of a false statement, the furnishing of any false information with reference to the absence or any other abuse of sick leave by an employee will result in discipline up to and including termination. The Town reserves the right to request a doctor's excuse at any time it is suspected that the employee may be abusing sick leave.

Holidays

The following shall constitute holidays recognized for observation and pay purposes by the Town. However, the Town may decide to work on a holiday, depending upon job requirements.

- New Year's Eve
- New Year's Day
- Good Friday / Floating Holiday
- Memorial Day
- Independence Day
- Day Before or After Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day

The following provisions apply regarding holidays observed by the Town:

- Career Full Time Fire Department employees, who are required to work on a holiday, will be given another day off as determined by the Fire Department administration.
- A minimum of two Town Hall staff is required to work Good Friday due to the Spring Election's absentee voting requirements and/or issuing compost site passes. Town Hall staff who choose to stay and work Good Friday shall be granted a floating holiday to use at their discretion. Public Works and Parks Department also have this option when it comes to plowing or if there is an emergency where they are required to work.

Personal Days

The Town will grant, in addition to the holidays listed above, two additional personal days off per year. If employment commences after June 30 only one personal holiday will be granted for the balance of the calendar year.

Weekends

In most cases, when one of the above holidays falls on Saturday or Sunday, it may be observed on the preceding Friday or following Monday, respectively, depending on department requirements.

Retirement Benefits

Wisconsin Retirement System Pension Contribution

The employee and Town shall pay a pension contribution to the Wisconsin Retirement System pension plan as authorized and established under the Wisconsin Statutes and rate schedule set by the Department of Employee Trust Funds. Employees generally qualify for WRS if they are expected to work 1,200 hours per year if hired on or after July 1, 2011, and the employee is expected to be employed for at least one year (365 consecutive days) from employee's date of hire.

Deferred Compensation

Employees may elect, pursuant to Section § 40.81, Wisconsin Statutes, to defer from each paycheck due him/her a specified amount by having the Town deduct such amount from his/her paycheck. The amount so deducted from an employee's paycheck shall be deposited by the Town to the account of the employee for accumulation and earning under the deferred compensation plan provided by the deferred compensation plan selected by the employee. The amount so deferred shall be ordered by a written direction by the employee to the Town. An employee participating in a deferred compensation plan may change the amount of the deduction by the Town or eliminate it by giving written notice thereof to the provider at least thirty (30) days in advance. An employee desiring to withdraw from the plan shall give the deferred compensation plan provider such prior notice as the provider may from time to time require.

Additional Benefits

Uniform and Safety Equipment Allowance

The Town shall pay regular full time Public Works and Parks Department employees an amount not to exceed one hundred dollars (\$100) for safety equipment upon submittal of proof of purchase / receipt.

Contact Information

MEDICAL:

Anthem
Phone: 855-330-1216
www.anthem.com

DENTAL:

Delta Dental of Wisconsin
Phone: 800-236-3713
www.deltadentalwi.com

VOLUNTARY VISION:

United Healthcare
Phone: 800-638-3120
www.myuhcvision.com

GROUP LIFE:

United Healthcare
Phone: 866-302-4480
www.myuhc.com

ADMINISTRATOR

Gina C. Gresch, MMC/WCPC
Phone: 246-6100 ext 1003
ggresch@townoflisbonwi.com

DEPUTY CLERK-FINANCE

Natasha John
Phone: 246-6100 ext 1005
njohn@townoflisbonwi.com

The information in this Enrollment Guide is presented for illustrative purposes and is based on information provided by the employer. The text contained in this Guide was taken from various summary plan descriptions and benefit information. While every effort was taken to accurately report your benefits, discrepancies or errors are always possible. In case of discrepancy between the Guide and the actual plan documents, the actual plan documents will prevail. All information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about your Guide, contact Human Resources.

