



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

**TOWN OF LISBON
NOTICE OF PUBLIC HEARING
WAUKESHA COUNTY, WISCONSIN**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Lisbon and Town Board on Monday, March 12, 2018, at 6:30 PM at the Lisbon Town Hall, W234N8676 Woodside Road, Lisbon, WI 53089, to solicit public comments on the proposed amendments to the text of the Town of Lisbon Zoning Ordinance in accordance with Wisconsin State Statutes including, but not limited to, the following:

Creating Section 33 and Repealing/Recreating Various Sections of the Town of Lisbon Zoning Code Related To Planned Unit Developments as an Overlay District.

Copies of the exhibits are available at the Lisbon Town Hall or on the Town's website, <http://www.townoflisbonwi.com/266/Public-Notices> for review. All interested parties will have the opportunity to be heard at said time and place.

Dated this 16th day of February, 2018.

Gina C. Gresch, MMC/WCPC
Town of Lisbon Clerk
Waukesha County

Publish: Lake Country Now & Northwest Now – Wednesdays, February 21 & 28, 2018



**Agenda
Town Board Public Hearing
Town of Lisbon, Town Hall
Monday, March 12, 2018
6:30 p.m.**

1. **Roll Call**
2. **Public Hearing** to solicit public comments on the proposed amendments to the text of the Town of Lisbon Zoning Ordinance in accordance with Wisconsin State Statutes including, but not limited to, the following: Creating Section 33 and Repealing/Recreating Various Sections of the Town of Lisbon Zoning Code Related To Planned Unit Developments as an Overlay District.
3. **Adjournment**

**Agenda
Town Board Meeting
Town of Lisbon, Town Hall
Monday, March 12, 2018
Immediately following the Public Hearing**

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. Annual Mobile Home Park License for American Mobile Home Communities.
 - B. Operator's License(s).
 - C. Appointment of additional Election Inspectors for the 2018-2019 term.
5. **Approval of Bills.**
6. **Announcements/Correspondence - Listing of upcoming meeting dates & times.**
7. **Department Reports - Presentation of activity statistics and recently attended meetings.**
 - A. Fire Department
 - B. Parks Department
 - C. Town Administrator
 - D. Town Clerk

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 a water and wastewater preliminary needs analysis for future development along Highway 164.
10. **New Business.**
 - A. Discussion and necessary action to adopt Ordinance 01-18, Ordinance Creating Section 33 and Repealing/Recreating Various Sections of the Lisbon Zoning Code Related to Planned Unit Developments as an Overlay District, and recommendation to Waukesha County of the same.
 - B. Discussion and necessary action on the purchase a Dump Body package to include installation onto the 2018 Chevrolet 3500 Cab and Chassis.
 - C. Discussion and necessary action on the purchase of a three point grader blade attachment for roadside shouldering.
 - D. Discussion and necessary action on proposed dog license mailings.
11. **Recess into Closed Session pursuant to Wisconsin Statutes 19.85(1)(c) for the following reasons:** Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
 1. Town Administrator Performance Review and contract.
12. **Reconvene into Open Session for possible action on Closed Session deliberations.**
13. **Adjournment.**

Joseph Osterman
Town Chairman

Matthew Janecke
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: Approval of Annual Mobile Home Park License for American Mobile Home Communities
PREPARED BY: Gina C. Gresch, Clerk
REPORT DATE: Friday, March 9, 2018
RECOMMENDATION: Approve the recommendation from Plan Commission to approve the Annual Mobile Home Park License for American Mobile Home Communities.
EXPLANATION: American Mobile Home Communities has paid their annual license fee in full, received on Monday, February 12, 2018. The Plan Commission recommended approval of the license to the Town Board at their March 8 Plan Commission meeting. I also recommend approval. Thank you.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board
ITEM DESCRIPTION: Approval of Operator's License(s)
PREPARED BY: Gina C. Gresch, Clerk
REPORT DATE: Wednesday, March 7, 2018
RECOMMENDATION: Approval of the Operator's License(s) as listed below. All applicant(s) submitted the appropriate paperwork and fee and passed the background check.
EXPLANATION: <ul style="list-style-type: none">• Anthony Ramiro Mendez, Kwik Trip



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board				
ITEM DESCRIPTION: Appointment of Additional Election Inspectors for 2018-2019 term				
PREPARED BY: Gina C. Gresch, Clerk				
REPORT DATE: Wednesday, March 7, 2018				
RECOMMENDATION: Appointment of additional Election Inspectors for the 2018-2019 term.				
EXPLANATION: The Town has received a few applications from residents interested in being Election Inspectors. I've spoken with all three and feel they will be a great addition to their polling place. I recommend the following people be appointed for the 2018-2019 term. Thank you. <table><tr><td>Patsy Alwin</td><td>Jennifer Johnson</td></tr><tr><td>Brian Hron</td><td>Kim McCarty</td></tr></table>	Patsy Alwin	Jennifer Johnson	Brian Hron	Kim McCarty
Patsy Alwin	Jennifer Johnson			
Brian Hron	Kim McCarty			



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

Wednesday, March 07, 2018

Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures and elections from **March 13, 2018 through April 7, 2018** at the Town Hall, W234N8676 Woodside Road, unless indicated otherwise.

Wednesday, March 14	Sanitary District Committee at 7:30 P.M.
Monday, March 19	Park Committee at 6:30 P.M. (Richard Jung Memorial Fire Station)
Monday, March 26	Supervisor's Office Hours at 6:00 P.M. followed by Town Board at 6:30 P.M.
Tuesday, April 03	Spring Election 7:00 A.M. to 8:00 P.M. Town Hall, Fire Station & Hamilton High School

Sincerely,

Gina C. Gresch, MMC/WCPC
Town of Lisbon 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)

January 2018 Fire Chiefs Report Continued

Notes on special activities and events:

1. January 2nd 3rd 4th, 9th, 10th and 11th, Lisbon Fire Dept. provides instruction and CPR certification to the Hamilton HS 10th grade health class students.
2. January 20th, Awards dinner was held for the firefighters, spouses and guests. Congratulations to Firefighter/EMT; Jason Horne for receiving the 2017 Chief's Award.
3. January 20th, Lisbon Fire Dept. stood by the Saber Cat Wrestling matches held at Hamilton High School.

Meetings attended by the Chief:

1. January 2nd, Meeting at Dispatch Center
2. January 4th, Meeting with Assist. Chief of Pewaukee
3. January 8th, Officer meeting
4. January 9th, Bark River meeting
5. January 10th, Waukesha County Fire Chiefs meeting
6. January 12th, Area fire chiefs meeting
7. January 30th, Department Head meeting
8. January 22nd, American Heart meeting

Respectfully Submitted;

A handwritten signature in dark ink, appearing to read "Douglas J. Brahm". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Douglas J. Brahm
Lisbon Fire Chief

February 2018 Fire Chiefs Report Continued

Notes on special activities and events:

1. February 3rd, Lisbon Fire covered the Village of Sussex for the Sussex FD to hold their awards dinner.
2. February 3rd, Lisbon sent representation to joint ice rescue training in Merton.
3. February 3rd, Joint hiring process with Lisbon and Pewaukee testing

Meetings attended by the Chief:

1. February 1st, Meeting with Sussex Fire Chief
2. February 5th, Officer Meeting
3. February 6th, Bark River meeting
4. February 6th, Pewaukee meeting
5. February 7th, Administrator and building inspector meeting
6. February 9th, Area Fire Chief Meeting
7. February 12th, Town Board meeting
8. February 13th, Dept. Head meeting
9. February 14th, Waukesha County Fire Chiefs Association Meeting.
10. February 9th, Area Fire Chief Meeting
11. February 14th, Department Head Meeting
12. February 20th, Interviews
13. February 21st, County consolidation feasibility study steering committee meeting
14. February 22nd, Interviews
15. February 23rd, Area fire chiefs meeting
16. February 27th, Department Head Meeting

Respectfully Submitted;



Douglas J. Brahm
Lisbon Fire Chief



Subject: Park Departments March Supervisors Report

To: Town Board/Park Committee Date: 3/6/2018

Park duties performed;

1. The park superintendent has been working on 2018 upcoming family events that will be held at the Lisbon Community Park.

A. Annual Easter Egg Extravaganza March 24, 2018 Lisbon Community Park from 12:30 till 2:00 pm.

B. Safety Days Fire Extrication June 2, 2018 Lisbon Community Park from 7:30am till 5:00pm

C. Lions Ride for the Blind June 16, 2018 Lisbon Community Park 9:00 am- 2:00 pm.

D. Heritage weekend August 11 & 12, 2018 9:00 am – 5:00 pm

2. Working with Administrator Janecke, DPW Director DeStefano Fire Chief Brahm and Park Superintendent Greiten on the Employee Handbook.

3. Park Superintendent has attended department head, park board meetings and has met with several sporting organization leaders this past month finalizing their sport fields request for upcoming 2018 sessions.

4. Park superintendent will be interviewing candidates for the seasonal park positions that are in need to be filled. There are 2 openings for seasonal park workers for the 2018 season.

Must be 18 yrs. or older with a valid Driver's license, interested parties can print a copy of Lisbon Employment Applications off of the town's website www.townoflisbonwi.com

All application can be turned in to the Lisbon Town Hall.

Lisbon Town Hall hours are Mon- Fri 8:30 am till 4:30 pm.

5. Superintendent Greiten has attended UWM Extension Horticulture & Landscape short courses and Tree Health Care Workshop this past month.

Park Staff Duties:

☺ Staff is working on switching over park equipment that was used this past winter on the ice rink and ski trails maintenance programs. Preparing the Smithco, John Deere tractor and the John Deere Gator for their use on towns sport fields and trail maintenance projects for the upcoming spring and summer programs.

☺ Staff has been performing snow plowing for HWY/Parks as needed.

☺ Staff has been able to perform forestry maintenance on trees that pose a safety risk to the public.

☺ Staff has started repairing turf plow damage in parking lots and along roadways, as weather permits.

☺ Staff has been fixing picnic tables and built four new park memorial bench's that will be place in service this spring.

☺ Staff continues to repair and service park equipment/ trucks as needed.

☺ Staff stuffed Easter eggs with candy and prepared all other supplies needed for the Easter Egg Event coming up on the 24th of this month.

Note: Lisbon's park staff consist of Paul and myself until end of May.

Submitted by: John Greiten, Lisbon Park Superintendent, Lisbon Wisconsin



CLERK REPORT

PREPARED BY: Gina C. Gresch, Clerk

REPORT DATE: Friday, March 9, 2018

OPEN BOOK & BOARD OF REVIEW

Open Book has been scheduled for Tuesday, May 15, 2018 from 9AM – 11AM at the Town Hall. Property owners should contact the Assessor's Office to make an appointment.

Board of Review has been scheduled for Tuesday, June 5, 2018 from 6PM – 8PM at the Town Hall.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION:	Town Board
ITEM DESCRIPTION:	Discussion and necessary action on a water and wastewater preliminary needs analysis for future development along Highway 164.
PREPARED BY:	Matt Janecke, Town Administrator
REPORT DATE:	February 23, 2018, updated March 7 th .
RECOMMENDATION:	Consider funding for a water and wastewater preliminary needs analysis.
EXPLANATION:	<p>Update: SEH and Vierbicher were asked if the two phases could be combined into one, leaving out the unnecessary steps from Phase 1 but still being able to proceed to Phase 2. By lumping the two phases together will hopefully realize some cost savings. See updated proposals.</p> <p>The funds for this study would come from either Fund Balance or attributed to the Planning line item of the budget.</p> <p>.....</p> <p>These proposals come before you in anticipation of a mixed use development that has been proposed by Neumann Companies and discussed conceptually by the Plan Commission.</p> <p>The project involves the creation of a mixed used development to include single family residential, senior care living, institutional, commercial, recreational, possible multifamily and retail land uses. The proposed development is to be located southwest of STH 164, northeast of the Union Pacific Rail Road, and south of Jay Lane as shown on the Lisbon Town Center - Conceptual Land Plan included later your packet. The development will include two existing parcels totaling approximately 149 acres. Sanitary sewer service to the development is to be provided by dual 6" & 8" force mains currently ending at the intersection of STH 164 and Good Hope Road which is approximately 2,430 feet southeast of the east boundary of the proposed development. These force mains connect to existing 15" and then 27" gravity sanitary sewer interceptors which ultimately convey the wastewater to the Village of Sussex Wastewater Treatment Facility. A wastewater pumping station to pump through the dual force mains has not been constructed yet. Water could be supplied to the proposed development either by construction of well and water storage facilities, or connection to the Village of Sussex's water system.</p> <p>The proposed study is broken into two phases:</p> <p>Phase 1</p> <p>The first phase is first to simply review and estimate the average daily and peak flows generated by the proposed Lisbon Town Center based on the Conceptual Land Plan utilizing population density and wastewater generation factors listed in the Comprehensive Land Use Plan. Then determine the capacity of the sanitary sewer system, estimate the available capacity of the sanitary sewer system, and compare the available capacity to the estimated Lisbon Town Center wastewater flows. Determine if there is a capacity limitation or excess capacity available in the existing sanitary sewer system following development of the Lisbon Town Center.</p> <p>Only if Phase 1 determines that there is enough capacity in the sanitary sewer system to support the development of the Lisbon Town Center will Phase 2 be conducted.</p>

Phase 2

Will determine a potential future feasible water service area extending beyond the proposed Lisbon Town Center along the STH 164 corridor based on reviewing topographic information, and the Town of Lisbon Comprehensive Land Use Plan. Estimate future water demands from the potential future water service area along the STH 164 corridor and give a recommendation to the water system that should be used to serve that area of the Town.

Determine a potential future feasible wastewater service area extending beyond the proposed Lisbon Town Center along the STH 164 corridor based on reviewing topographic information, and the Town of Lisbon Comprehensive Land Use Plan. Estimate future wastewater flows from the potential future wastewater service area along the STH 164 corridor.

Feel free to contact me with questions.

Agreement for Professional Services

This Agreement is effective as of March 12, 2018, between Town of Lisbon (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Town of Lisbon Water & Wastewater Planning; STH 164 Corridor (Bark River – Township limits)**

Client's Authorized Representative: Matthew Janecke

Address: W234 N8676 Woodside Drive
Lisbon, WI 53089

Telephone: 262.246.6100 email: mjanecke@townoflisbonwi.com

Project Manager: Dan Schaefer, PE

Address: 501 Maple Avenue
Delafield, WI 53018

Telephone: 920.287.0829 email: dschaefer@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Task 1 – Preliminary Water and Sewer Needs Analysis; STH 164 Corridor

- Develop a future service boundary area along STH 164 corridor (Bark River – Township limits) in the Town of Lisbon based on future water demands. SEH will utilize the existing Town of Lisbon Comprehensive Land Use Plan as a basis for projections. The future service area will be serviceable by one common supply and storage facility centrally located within this corridor area.
- Evaluate the proposed Lisbon Town Center Wastewater Capacity needs
 - Coordinate with Town of Lisbon and Village of Sussex regarding record drawings for existing sanitary sewer located in the vicinity of the Lisbon Town Center Development.
 - Conduct a field survey of the existing sanitary sewer connection point to confirm as-built elevation and location.
 - Develop wastewater flows for Lisbon Town Center based on Developer's proposed Plan
 - Review available sanitary sewer capacity and compare to projected Lisbon Town Center wastewater flows. Determine capacity limitations or excess capacity available following development of Lisbon Town Center.
 - Summarize items above in a letter memorandum.
- Develop future Town of Lisbon wastewater flows resulting from water demands identified above.
- Develop one future water and sewer improvements scenario based on identified water demands and resultant wastewater flows identified above. Future water and sewer scenario will be developed to maximize sewer service area capable of being served by existing sanitary sewer interceptor.
- Prepare a conceptual cost estimate for water and wastewater scenario identified above.
- Summarize items above in a letter memorandum and present findings to the Town Board.

Schedule: Anticipated schedule for Task 1 is to complete the above scope of services within two months of written approval.

Payment: The fee for Task 1 is hourly and subject to a not-to-exceed amount of \$9,500.00 including expenses and equipment.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Basic Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant’s services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client’s Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney’s fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant’s agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Letter Agreement
Between Town of Lisbon (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 12, 2018

**Payments to Consultant for Services and Expenses
Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.



Legend

Retired Plats

- Assessor Plat
- Condo Plat
- CSM
- Subdivision Plat

Simultaneous Conveyance

- Assessor Plat
- CSM
- Condo Plat
- Subdivision Plat

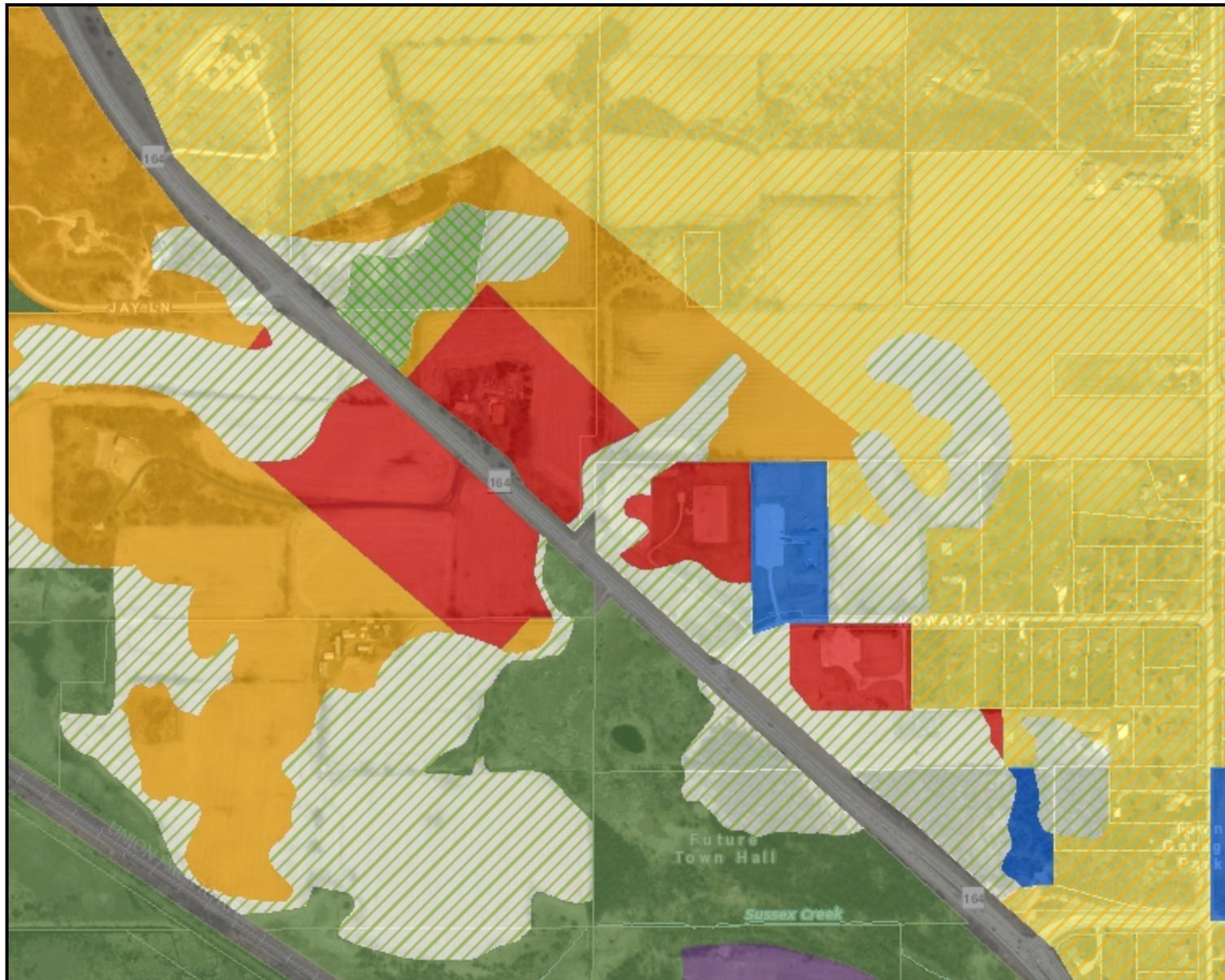
0 666.67 Feet

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

Notes:

Printed: 3/7/2018





Legend

Retired Plats

- Assessor Plat
- Condo Plat
- CSM
- Subdivision Plat

County Development Plan

- HDR (<6,000 sf/du)
- MDR (6,000 - 19,999 sf/du)
- LDR (20,000 sf - 1.4 ac/du)
- SDR I (1.5 - 2.9 ac/du)
- SDR II (3.0 - 4.9 ac/du)
- Rural density and Other Ag*
- Other Open Lands to be Pre
- Farmland Pres w/EC Overlap
- Farmland Pres (> 35 ac/du)
- Primary Environmental Corri
- Secondary Environmental Cr
- Isolated Natural Resource A
- Recreational
- Governmental and institution
- Commercial and Office Park
- Mixed Use
- Industrial
- Transportation, Communicat
- Highway and Railway Rights
- Extractive
- Landfill
- Surface Water

Simultaneous Conveyance

- Assessor Plat
- CSM
- Condo Plat
- Subdivision Plat

0 666.67 Feet

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

Notes:

Printed: 3/7/2018



James W. Hammes

SUITE 200
1601 EAST RACINE AVENUE
POST OFFICE BOX 558
WAUKESHA, WISCONSIN 53187-0558
TELEPHONE (262) 542-4278
FACSIMILE (262) 542-4270
E-MAIL jwh@cmhlaw.com
www.cmhlaw.com

February 28, 2018

VIA EMAIL: mjanecke@townoflisbonwi.com

Matthew Janecke
Administrator
Town of Lisbon
W234 N8676 Woodside Road
Sussex, WI 53089

Re: Ordinance 01-18

Dear Matt:

I am enclosing herewith the final draft of the proposed PUD Ordinance.

This matter should be distributed to the Plan Commission for its review prior to the March 8, 2018 meeting.

Very truly yours,

s/ James W. Hammes

James W. Hammes

JWH:ae
Enclosures

cc: Sandy Scherer (sscherer@waukeshacounty.gov)
Joe Osterman (josterman@townoflibsonwi.com)
Dan Lindstrom (dlin@vierbicher.com)

Ord. 01-18

**ORDINANCE CREATING SECTION 33 AND REPEALING/RECREATING VARIOUS
SECTIONS OF THE LISBON ZONING CODE RELATED TO PLANNED UNIT DEVELOPMENTS
AS AN OVERLAY DISTRICT, IN THE TOWN OF LISBON,
WAUKESHA COUNTY, WISCONSIN**

SECTION 1: Section 33 of the Lisbon Zoning Code is hereby created as follows:

SECTION 33 PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT

(a) Purpose and Intent

1. Planned Unit Development Overlay District (PUD) regulations are intended to permit greater flexibility and, consequently, more creative and imaginative design for the development of a site than is possible under conventional zoning regulations. It is further intended to promote more economical and efficient use of the land while providing a harmonious variety of housing choices, a higher level of amenities, and preservation of the natural resources and open space.
2. The planned development procedure requires a high degree of cooperation between the developer and the Town. The procedure described herein is designed to give the developer general development plan approval before completing all of the detailed design work while providing the Town with assurances that the project will retain the character envisioned at the time of approval.

(b) Identified objectives

When reviewing requests for approval of a Planned Unit Development, the Town shall consider whether the objectives listed below will be served or achieved. Planned unit developments should not be allowed simply for the purpose of increasing overall density or allowing development that otherwise could not be approved.

1. Accommodation of a variety of housing types.
2. Promotion of integrated land uses allowing for a mixture of residential, commercial, public and industrial uses (Mixed Uses) along corridors and in transitional areas.
3. Innovation in land development techniques that may be more suitable for a given parcel than conventional approaches.
4. Preservation and enhancement of important environmental features through careful and sensitive placement of buildings and facilities.
5. Provision of more adequate, usable, and suitably located open space, recreational amenities, and other public facilities than would otherwise be provided under conventional land development techniques.
6. Coordination of architectural styles and building forms to achieve greater compatibility with surrounding land uses.

7. Creation of more efficient provision of public utilities and services, lessened demand on transportation, and the promotion of energy resource conservation.

(c) Relationship to other applicable regulations

1. Permitted and accessory uses. Permitted and accessory uses in the planned development overlay district shall be the same as those permitted in the base zoning district or districts in which the PUD is located.
2. Mixed uses. A mix of different uses within a planned development overlay district may be permitted if the plan commission and village board determine that the mix of uses is compatible and necessary to achieve the objectives of the PUD.
3. Floor area and height. The PUD may provide for an increase in the maximum gross floor area, floor area ratio, and/or maximum building height allowed in the base zoning district for the purpose of promoting project integration and additional site amenities.
4. Building setbacks. The PUD may provide for a reduction of required setbacks in the base zoning district, provided that a landscaped setback area of the minimum width established for the base zoning district is maintained along the periphery of the PUD.
5. Lot requirements. The Town Board may authorize reductions in the area and width of individual lots within a PUD from that required for the base zoning district, provided that such reductions are compensated for by an equivalent amount of open space elsewhere in the Planned Unit Development. Such open space shall not include areas designated as public or private streets. The plan may increase the maximum density beyond that permitted in the base zoning district for the purpose of promoting an integrated project with a variety of housing types and additional site amenities.
6. Street layout. In newly developing areas, streets shall be designed to maximize connectivity in each cardinal direction, except where environmental or physical constraints make this infeasible. All streets shall terminate at other streets, at public land, or at an environmentally sensitive areas or environmental corridors as defined by Waukesha County or SEWRPC, except that local streets may terminate in stub streets when those will be connected to other streets in future phases of the development or adjacent developments.
7. Density Bonus. The zoning district lot sizes and density for residential planned unit developments may be modified by applying up to a 30% maximum density bonus to the density otherwise permitted in each base zoning district; provided however, that the density bonus calculation and the sewer reduction provisions contained in the Zoning Code cannot both be applied to further increase the density bonus beyond the 30% maximum density bonus allowed for residential Planned Unit Developments.
8. Base Zoning Districts. Planned Unit Development Overlay Districts are not permitted over the EFD or Q1 Districts. Planning of Development Overlay Districts may include C1 Conservancy Districts as a part of the PUD, provided however, that no portion of any building, lot or structure shall be allowed on lands designated in an underlying C1 Conservancy District.
9. Other exceptions. The Town Board may, in its discretion, authorize the waiver or modification of the restrictions applicable to the base zoning district, provided however, that such waiver or modification shall not authorize the uses which are inconsistent or in compatible with the use restrictions contained in the base zoning district or districts.

(d) Procedural Requirements

1. Pre-petition meeting. Prior submitting a petition for approval of a Planned Unit Development Overlay District, the applicant shall meet with Town Staff, to discuss the scope and nature of the proposed development. The applicant must sign and submit the professional services reimbursement form prior to the pre-petition meeting.
2. Petition – General Development Plan (GDP). Following the pre-petition conference, the applicant shall file a petition with the Town Clerk for approval of a Planned Unit Development Overlay District – General Development Plan. Upon submission of a completed application form, general development plan and any petitions for modification of the Comprehensive Plan and changes in the Base Zoning District, and upon payment of the required fees, the Zoning Administrator shall forward the application to the Plan Commission for review and consideration.

The General Development Plan shall include the following information:

- a. Total area to be included in the PUD, area of open space, residential density computations, proposed building square footage for commercial or industrial development, proposed number of dwelling units, population analysis, traffic analysis, availability of or requirements for municipal services and any similar data pertinent to a comprehensive evaluation of the proposed development required by the Town.
- b. General summary of the estimated value of structures and site improvement costs, including landscaping and special features.
- c. General outline of the organizational structure of a property owners' or management association proposed to be established to provide any necessary private services.
- d. Proposed departures from the standards of development in the Town zoning regulations, other Town regulations, administrative rules, or universal guidelines.
- e. Expected date of commencement and completion of physical development as set forth in the proposal.
- f. Details describing the benefits the PUD will provide the Town of Lisbon such as, natural resources, open space, aesthetics, economic or public benefits or facilities, etc.
- g. Legal description of the boundaries of the subject property included in the proposed PUD and its relationship to surrounding properties.
- h. Approximate location of public and private roads, sidewalks, paths, trails, driveways, and parking facilities.
- i. Density of the project and the amount of open space and common areas.
- j. Conceptual architectural rendering and design of the buildings, if applicable.
- k. General location of institutional, recreational and open space areas and areas reserved or dedicated for public uses, including schools, parks, and drainage ways, and open space features, if applicable.
- l. Conceptual provisions for stormwater management.

3. Changes in Comprehensive Plan or Base Zoning District.

If a change of the Town of Lisbon Comprehensive Plan and/or the Base Zoning District is required in order to approve the Planned Unit Development Overlay District, then the appropriate petition or petitions shall be filed simultaneously with the filing of the General Development Plan.

4. General Development Plan Hearing and Referral.

a. The petition for a GDP approval, together with any changes required in the Comprehensive Plan and/or Base Zoning District, shall be submitted to the Plan Commission for its review and recommendation to the Town Board. CDP and zoning changes shall include those required by the County and other extraterritorial jurisdictions, as applicable. The GDP shall be in compliance with the applicable CDP's and zoning districts.

b. The Plan Commission shall conduct a public hearing in accordance with provisions of this Chapter, and, following the public hearing, the Plan Commission shall report its findings and recommendation to the Town Board. In making its recommendation, the Town Plan Commission may include such conditions or requirements as the Plan Commission deems appropriate in order to preserve the spirit and intent of this Ordinance.

c. Approval of the Planned Unit Development Overlay District shall establish the basic right of use for the area in conformity with the GDP as approved, provided however, that the GDP shall be conditioned upon subsequent approval of a Specific Development Plan, and shall not make permissible any of the uses as proposed until a Specific Development Plan (SPD) is submitted and approved by the Town Board. The PUD Overlay District/GDP approval date by the Plan Commission shall become the effective date of the PUD Overlay Ordinance.

If a SPD is not submitted and approved by the Town Board within twelve (12) months of the effective date of the Planned Unit Development Overlay District Ordinance, the Planned Unit Development Overlay District Ordinance shall be null and void.

5. Specific Development Plan (SDP). The Specific Development Plan shall be submitted to the Plan Commission, and upon review, the Plan Commission make such recommendations to the Town Board as the Plan Commission deems appropriate.

The Specific Development Plan may be submitted for consideration concurrently with the General Development Plan, and shall include the following materials and information:

a. The information required for approval of Site Plans as set forth in section 3 of this Chapter. The nature and extent of the information required under the Site Plan regulations will vary, depending upon the nature of the proposed Plan Unit Development Overlay District and SPD. Town Staff shall provide assistance to the applicant in order to ensure that all materials and information that may be required or requested by either the Plan Commission and Town Board when reviewing the SPD are included in the application.

b. Such other materials and information as may be requested by the Town Staff, taking into consideration the comments and recommendations of the Town Plan Commission and Town Board when reviewing the General Development Plan.

c. Plat or Certified Survey Maps.

Simultaneously with the submittal of the SPD, the applicant shall file with the Town, and any other jurisdiction required by Chapter 236 of the Wisconsin State Statutes, any Subdivision Plat and/or Certified Survey Map, the approval of which shall be required in order to approve the SPD. Such submittal shall be in conformance with the Land Division and Development Ordinances of the Town of Lisbon. Such submittal shall include all of the information required under the provisions of the Land Division and Development Ordinance of the Town of Lisbon.

6. Basis of Approval of Specific Development Plan Petition.

a. Town Plan Commission Approval. The Town Plan Commission shall, after reviewing the information submitted in support of the request for SPD approval, as well as any Plat and/or Certified Survey Map submitted simultaneously with the plan, recommend to the Town Board that the SPD either be approved, approved conditionally or rejected.

b. Town Board Approval. Following referral from the Plan Commission, the Town Board shall either approve, approve conditionally or reject the SPD. In the event that the Town Board approves the SPD conditionally, the conditions of approval shall be stated with particularity. If the Town Board rejects the SPD, the reason or reasons for the rejection shall be stated in writing and provided to the applicant.

c. The recommendation of the Town Plan Commission and the decision of the Town Board shall be based upon the following criteria:

i. Whether the SPD is consistent with the Purpose and Intent of the Zoning Code, and the purpose and intent of Planned Unit Development Overlay District.

ii. Whether the SPD reflects and incorporates consideration of the physical nature of the Site with particular concern for the preservation of natural resources, open spaces, natural terrain as required by Ordinance including the CDP and to the greatest extent possible when not regulated by Ordinance.

iii. Whether the general character and intensity of the use produces an attractive environment appropriate to the uses proposed and is compatible with existing developments in the surrounding area, including developments in neighboring and adjacent municipalities, and is generally consistent with the development policies and practices of the Town.

- iv. Whether adequate municipal services, including the availability of schools and the provision of fire and police services, will be available to support the development, whether adequate municipal water and sanitary sewer facilities are available to support the Development, or in the alternative whether the development will proceed using private wells and septic systems.
- v. Whether the applicant and/or developer has provided adequate financial guarantees to ensure that all public improvements are completed in a timely manner, and in accordance with all existing regulations and ordinances of the State, County and Town; whether, if appropriate, adequate deed restrictions have been drafted and will be recorded, and a Home Owners Association or similar Association charge with responsibility of maintaining common areas of the proposed Development has been established.
- vi. Whether any Plat or Certified Survey map has been approved by the Town and all other approving authorities.
- vii. Whether the developer has entered into a Development Agreement, approved by the Town Attorney, the purpose of which is to ensure the implementation, completion and continued maintenance of the Development as established by the Planned Unit Development Overlay District Ordinance, the General Development Plan and the Specific Development Plan.
- viii. Whether the development will include dedication of lands for parks or other municipal purposes, or alternatively, whether the developer will pay fees in lieu of the dedication.
- ix. Whether the development is subject to, or contingent upon, approval of any adjoining municipality as a result of the contractual obligations imposed by Border Agreements, and if so, whether those approvals have been obtained.

SECTION 2: Various Sections of the Lisbon Zoning Code related to Planned Unit Developments are hereby repealed and/or recreated as follows:

Section 2 Definitions

Planned Unit Development Overlay District (PUD) is a district established to provide a regulatory framework designed to encourage and promote improved environmental and aesthetic design in the Town by allowing for greater design freedom, imagination and flexibility in the development of land while insuring substantial compliance with the basic intent of this Chapter and the Town Comprehensive Plan (refer to Figure 1), including dedicated open space and the preservation/protection of natural resources and environmentally sensitive areas. To further these goals, the district allows diversification and variation in the bulk and relationship of uses and structures and spaces in developments conceived as comprehensive and cohesive unified plans and projects. The district is further intended to encourage developments consistent with coordinated area site planning.

Section 3(d)(2) Use regulations

Accessory Uses and Structures: In any district, accessory structures, buildings and uses customarily incident to the permitted buildings, uses and structures in that district shall be permitted subject to such requirements as may be hereinafter designated for that district in which they are located and in accordance with Section 3(i)5. No pyramiding as defined herein shall be permitted on any lands fronting on navigable waters, except as may be specifically permitted accessory to a marina or resort, and which may be allowed under the terms of an approved planned unit development. No accessory building, use or structure shall be permitted that by reason of noise, dust, odor, appearance, lighting, traffic generation, smoke, fumes, dirt, vibrations, fire, explosives, pollution, or other objectionable factors creates a nuisance or a substantial adverse effect upon the property value or reasonable enjoyment of the surrounding property. These nuisance determinations shall also include, but not be limited to, incidents of apiary operations where there is bee stinging, bee swarming, or bees otherwise creating a disturbance. Such adverse effects may be required to be corrected or eliminated by such measures as are directed by Sections 36 and 37 of this ordinance; and Chapter 5, Nuisances, of the Town of Lisbon, Waukesha County, Wisconsin, General Code of Ordinances, also included as Addendum B herein.

Section 3(i)(3) Open Space

C. No part of the open space provided for any building shall be included as part of the open space required for another building, except as hereinafter provided for in Planned Unit Development Overlay Districts (refer to Section 33).

Section 3(i)(4) Residential Density

Residential Density (either referred to as units per acre or minimum lot size) shall not exceed the density hereinafter specified by the regulations for the zoning district in which the development/building is located except as otherwise regulated in accordance with Section 3 (e) 4 (sewer reductions), Section 4 (Conditional Uses), and Section 4 (h) 20 (Multiple Family Units) and Section 33 (Planned Unit Development Overlay Districts).

SECTION 9 UC UPLAND CORRIDOR DISTRICT

d. Conditional Uses

~~2. Single family residential planned unit developments only~~

SECTION 11 AD-10 AGRICULTURAL DENSITY 10-ACRE DISTRICT

e. Conditional Uses

~~9. Single family residential planned unit developments only~~

SECTION 12 RD-5 RURAL RESIDENTIAL DENSITY 5-ACRE DISTRICT

e. Conditional Uses

~~9. Single family residential planned unit developments only~~

SECTION 13 A-10 AGRICULTURAL DISTRICT

d. Conditional Uses

~~16. Single family residential planned unit developments only~~

SECTION 14 A-5 MINI-FARM DISTRICT

d. Conditional Uses

~~15. Single family residential planned unit developments only~~

SECTION 15 A-3 AGRICULTURAL/RESIDENTIAL ESTATE DISTRICT

d. Conditional Uses

~~10. Single-family residential Planned Unit Developments~~

SECTION 16 R-1 SUBURBAN SINGLE FAMILY RESIDENTIAL DISTRICT

d. Conditional Uses

~~9. Single-family residential Planned Unit Developments~~

SECTION 17 R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

d. Conditional Uses

~~9. Single-family residential Planned Unit Developments~~

SECTION 18 R-3 TWO FAMILY RESIDENTIAL DISTRICT

d. Conditional Uses

~~7. Single-family residential Planned Unit Developments~~

SECTION 23 P-I PUBLIC AND INSTITUTIONAL DISTRICT

e. Conditional Uses

Conditional uses as provided in Sections 4 (h) 24 and 29. ~~Lands zoned Public and Institutional may be included as public and institutional lands in planned unit developments in accordance with Section 33 of this ordinance.~~

SECTION 24 B-1 RESTRICTED BUSINESS DISTRICT

d. Conditional Uses

~~5. Single-family residential Planned Unit Developments~~

SECTION 25 B-2 LOCAL BUSINESS DISTRICT

d. Conditional Uses

~~6. Single-family residential Planned Unit Developments only, and mixed or commercial planned unit developments~~

SECTION 26 B-3 GENERAL BUSINESS DISTRICT

d. Conditional Uses

~~6. Single-family residential Planned Unit Developments only, and mixed or commercial planned unit developments~~

SECTION 27 B-4 JCOMMERCIAL SPECIAL USE ZONING DISTRICT

Purpose and Intent. The provisions of this section following the first paragraph are deleted.

(a) Permitted Principal Uses

- 34. Residential, and Mixed Planned Unit Developments.
- 35. Other uses not specifically mentioned above may be permitted if the Town of Lisbon Plan Commission and Town Board, after referral to the joint JPC for its review and comments in accordance with the Border Agreement, make the following findings:

(No change in the remainder of the text in this Section)

(c) **Certain Incompatible Uses Prohibited**

~~6. Residential, commercial, and mixed Planned Unit Developments.~~

SECTION 31 M-1 LIMITED INDUSTRIAL DISTRICT

e. Conditional Uses

~~2. Single family residential Planned Unit Developments only, and mixed or commercial planned unit developments~~

SECTION 32 M-2 GENERAL INDUSTRIAL DISTRICT

e. Conditional Uses

~~2. Single family residential Planned Unit Developments only, and mixed or commercial planned unit developments~~

SECTION 3: All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect upon passage and posting as provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 12th day of March, 2018.

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: _____
Gina C. Gresch, MMC/WCPC
Town Clerk





REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board
ITEM DESCRIPTION: Discussion and necessary action on the purchase of the dump body and installation onto the 2018 Chevrolet 3500 Cab & Chassis
PREPARED BY: Joe DeStefano Jr.
REPORT DATE: 3/5/2018
RECOMMENDATION: Purchase the body and installation through Brake & Equipment Co.
EXPLANATION: We purchased the 2018 Chevrolet Cab & Chassis a couple weeks ago, which was ok'd at a previous board meeting. Now I am bringing you the quotes for having the stainless steel dump body purchased and installed onto that chassis. I was able to get 4 estimates. They are as follows: Brake & Equipment Co. Butler, WI.....\$15,965.00 Monroe Truck Equipment DePere, WI.....\$16,014.00 Burke Truck & Equipment, Inc. Madison, WI.....\$16,792.00 Casper's Truck Equipment Butler, WI.....\$19,144.00 Estimates are attached... The total budget for this project was \$53,000. The purchase of the truck was \$37,717. That deducted from the total budget leaves us with \$15,283 available. I would recommend spending the extra \$682 going with Brake & Equipment, to be able to purchase the stainless steel body. The stainless steel will last the life of the truck, where a steel body will require maintenance to keep it from rusting and potentially causing issues due to rot and corrosion. Repairs that will add up to much more than the \$682 we spend up front to eliminate those potential problems. Respectfully Submitted, Joe DeStefano Jr.



BRAKE & EQUIPMENT CO.

12773 W.SILVER SPRING DR.

P.O. BOX 254

BUTLER, WI 53007

OFFICE 414-527-2300 www.becomilwaukee.com FAX 414-527-1668

Customer: **TOWN OF LISBON**
 Address: **W234 N8676 WOODSIDE DR.**
 City: **LISBON, WI 53089**
 Attn: **JOE DeSTEFANO**
 Phone: **262-246-6100**
 Cell: **242-246-3416**
 E-mail: jdestefano@townoflisbonwi.com

Date: **01/25/18**
 Delivery: **6 weeks**
 Dealer:
 P.O.#:
 Reference:
 BECO P.O.#:

TERMS: C.O.D. (unless otherwise specified)

Quantity	QUOTE GOOD FOR 30 DAYS	PRICE EACH
1	<p>DURAClass (Heil) Stainless Steel Dump Body package: 9' long x 7' wide inside, 2.5-3.5 yard capacity. 14" drop sides x 20" tailgate x 39" front with integral cabshield. Stainless steel longills, crossmemberless understructure. Single lever quick release tailgate. Heil 1520 electric/hydraulic subframe hoist, power up/power down, 11.6 ton capacity, greasable pivot points, pushbutton control in cab. MATERIAL: 10 gauge 201 stainless steel sides, front, tailgate, & cabshield. 3/16" AR400 steel floor LED body lights to comply with FMVSS-108 standard. LED strobe mini lightbar in self-leveling bracket center of cabshield. (2) LED strobes located at customer specified location. Poly half-fenders installed over drive tires. One set rubber mudflaps. Wood side boards. Poly half-fenders installed over drive tires. 1/2" steel hitch plate with 2" square tube receiver, D-rings, integral ICC bumper, 7-way RV trailer plug, and backup alarm. (2) stainless steel shovel holders. Ladder per customer specs/location. Window shade style tarp system with mesh tarp. Body vibrator with control in cab. Undercoated. Body exterior will be unpainted (raw). Mounted complete on SD chassis with 60" cab-to-axle and dual rear wheels. F.O.B. - Butler, WI</p> <p>CHASSIS: 2018 Chevy 3500 chassis/cab, 60" cab-to-axle, dual rear wheels, diesel engine, regular cab</p>	\$15,965.00
CHASSIS INFO / NOTES		SUBTOTAL
		SALES TAX
Bob Muhlberger		TOTAL SALE

BURKE TRUCK & EQUIPMENT, INC.

5337 REINER RD., MADISON, WISCONSIN 53718

888-249-9788 / 608-249-9788 / FAX: 608-837-7530

Web: www.burketruck.com / Email: sales@burketruck.com

3/7/18

Town of Lisbon
N72 W24958 Good Hope RD.
Lisbon, WI 53089

Attn: Joe DeStefano

Subject: 1 Ton packages

J-Craft 9 foot long 10gauge stainless steel dump body with 12 inch drop down sides, 1/4" stainless steel floor, electric over hydraulic scissors hoist, side boards, 3 rung ladder front driver and head sheet screen.

1 36" aluminum tool boxes if possible

2 stainless steel spring loaded shovel holders

Window shade tarp with asphalt tarp material.

Box vibrator with in cab control

Led light package, Large strobe mounted on cab shield, strobes on both corner post rear and stop turn in both corner post.

Electric hoist with in cab control.

Rear hitch plate with 8 ton receiver style combo and 2 D-rings.

Full fenders over rear tires.

RV plug 7 flat plug

Total package price.....\$16,792.00

Sincerely

Jeff Smith
Burke Truck & Equipment Inc.



700 Randolph Drive
Appleton, WI 54913
At 41 & N, Little Chute, WI

Phone: (920) 687-1111 Fax: (920) 687-1122
Green Bay (920) 983-1111 Milwaukee: (262) 544-5404

www.casperstruck.com

: Lisbon, Town of
: W234N8676 Woodside Dr
: Lisbon, WI 53089
:
: RE: 2018 Chevy 3500 DRW / CA 60"

Date: January 12, 2018 Time: 12:27 PM Terms: **Due on Delivery** Contact: Joe Destefano
Phone # 414 531 3422 E-mail: jdestefano@townoflisbonwi.com

**** SALES QUOTATION ****

1. Henderson Mark III 9' utility sized dump body Stainless Steel

- 9' body / 13" side height / 19" tailgate height
- Telescopic hoist / trunnion mount / DA cylinder with DA electric hydraulic pump pack
- Premium hoist controls with shock resistant case
- 19.1 tons of lift off capacity / NTEA 9.5 ton "critical angle" rated capacity
- Nitrided cylinder tubes & shaft for longer life
- Sides, double wall 10 gauge 201 stainless steel with quick release fold down
- Side hinge mechanism beneath body eliminates debris issues & sloped sides promote shedding debris
- Floor, AR 400 ILO std grade 50 3/16" steel with 5" integrated I beam longitudinal eliminates wash boarding
- Tailgate, 10 gauge 201 stainless steel double wall full perimeter boxing with single Quick Release handle
- Tailgate hinge built tough 1 1/4" pin connect through 4" hinge bushings
- Top rails and rub rails slope outward to shed debris
- Cabshield inward tapered headsheet with integral 53" cabshield & laser cut window
- LED light package

- A. PT 300 pull style spring return tarp system
- B. DC 200 Cougar Vibration unit
- C. Retractable step- stainless steel
- D. Hitch plate, 1/2 plate steel, 2 1/2" receiver tube, 1800 lbs tongue / 18000 lbs tow
- E. Minimizer poly fenders, fade free, will not crack design with poly brackets
- F. Poly side boards 2x6"
- G. Caspers heavy duty mudflaps
- H. 16" Whelen strobe, amber with self-leveling bracket
- I. Whelen LED corner light, amber with stainless steel light boxes
- J. Back up alarm model 240
- K. Shovel holder qty 2
- L. 7R trailer receptacle
- M. Installed complete

Total \$ 19,144

ALL SALES TAX AND FET TAX WILL BE ADDED

Submitted by: Matt Blank 1-11-18 Quote firm 30 days. Terms: Net on delivery. PO # _____

Quote and terms accepted by: _____ Title: _____. Date accepted _____

THANK YOU for the opportunity to submit our quote for your consideration



QUOTATION
 Monroe Truck Equipment
 1151 W Main Avenue
 DePere, WI 54115
 Phone: 920-347-4185
 Fax: 920-336-8118
 Email: bsalentine@monroetruck.com
 www.monroetruck.com

Quote Number: 2BAS000115-1
 Job Order Number:
 Quote Date: 12/6/2017
 Quote valid until: 1/5/2018
 Terms: NET 30
 Salesperson: HAWKINS, MAX
 Quoted By: Brian Salentine

Customer: LISBON, TOWN OF, (4685400)
 W234N8676 WOODSIDE DR
 LISBON, WI 53089

Contact:
 Phone: 262-246-6100 Fax:
 Email:

Dealer Code: _____
P.O. Number: _____

REASSIGN (Required for pool units): Fleet Retail

MSO/MCO (ONLY check if legally required): MSO MCO

Accepted by: _____
Customer must fill out the information above before the order can be processed.

Date: _____

Chassis Information

Year: 2018	Make: CHEVROLET	Model: 3500 CHASSIS CAB	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 60.0	CT: -1.0	Wheelbase:	Engine: DIESEL
			F.O. Number #:	Vin:

Comments:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

DESCRIPTION	AMOUNT
MTE-ZEE 9', STAINLESS STEEL, 2-3 YD CAPACITY, FOLDING SIDE, DUMP BODY - 3/16" AR-400 (ABRASIVE RESISTANCE), 145,000 YIELD STRENGTH FLOOR - 45,000 PSI YIELD STRENGTH STAINLESS STEEL SIDES & ENDS - 10 GA. ENDS, 12 GA. SIDES, 11" H SIDES, 17" H TAILGATE - 11" H SIDES, 17" H TAILGATE - HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW - INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE - CROSS-MEMBERLESS UNDERSTRUCTURE W/ STAINLESS STEEL LONG SILLS - SINGLE-LEVER RELEASE, QUICK DROP TAILGATE - LED FMVSS108 LIGHTS & REFLECTORS - RUBBER REAR FLAPS - LONG LIFE & CORROSION RESISTANT - UNDERCOATED DOUBLE ACTING ELECTRIC HOIST 2-1/2" RECEIVER IN 1/2" PLATE - 1800 TONGUE CAPACITY / 18,000 TOWING CAPACITY BACKUP ALARM TRAILER RECEPTACLE POLY FENDERS PLASTIC SIDE BOARDS US TARP: PULL-STYLE SPRING RETURN MESH TARP SYSTEM LADDER ASSEMBLY, MEDIUM DUTY TRUCKS SHOVEL HOLDER VIBCO DC-1100 STROBE LIGHT: WHELEN, L.E.D., 2-CORNER (A) STROBE STROBE LIGHT: WHELEN, L.E.D. LIGHT-BAR, AMBER, PERMANENT MOUNT - SELF LEVELING BRACKET	
Quote Total:	\$16,014.00

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ◆ State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- ◆ Restocking fees may be applicable for cancelled orders.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board
ITEM DESCRIPTION: Discussion and necessary action on the purchase of a 3 point grader blade to attach to the DPW tractor for shouldering.
PREPARED BY: Joe DeStefano Jr.
REPORT DATE: 3/7/2018
RECOMMENDATION: To purchase the blade through Mid-State Equipment Jackson
EXPLANATION: I rounded up three quotes for the shouldering grader blade the board approved in the 2017 budget workshops for 2018. There are 2 different brands of blades I researched, Frontier and Rhino. I priced out two Frontiers and one Rhino. The budget for this piece is \$4,000. The quotes are as follows: Mid-State Equipment Jackson, WI Frontier RB2308.....\$3,432.55 Milwaukee Tractor & Equipment Milwaukee, WI Rhino 850.....\$4,153.00 Proven Power Oconomowoc, WI Frontier RB2308.....\$4,640.00 Quotes attached..... I recommend going with Mid-State for \$3,432.55. That way we leave ourselves some room if there is something we will need to add to the tractor to make everything adapt. Respectfully Submitted, Joe DeStefano Jr.

Quote Id: 16887097

Prepared For:
Town Of Lisbon

Prepared By: **John Laubenstein**

Mid-State Equipment Jackson
3660 Scenic Road
Jackson, WI 53037

Tel: 262-677-8400

Mobile Phone: 262-370-4250

Fax: 262-677-8230

Email: jlaubenstein@midstateequipment.com

Quote Summary

Prepared For:
Town Of Lisbon
WI

Prepared By:
John Laubenstein
Mid-State Equipment Jackson
3660 Scenic Road
Jackson, WI 53037
Phone: 262-677-8400
Mobile: 262-370-4250
jlaubenstein@midstateequipment.com

Quote Id: 16887097
Created On: 28 February 2018
Last Modified On: 05 March 2018
Expiration Date: 07 March 2018

Equipment Summary	Selling Price	Qty	Extended
Frontier RB2308 - 8 Ft. Heavy Duty Rear Blade	\$ 3,432.55 X	1 =	\$ 3,432.55
Equipment Total			\$ 3,432.55

Quote Summary

Equipment Total	\$ 3,432.55
SubTotal	\$ 3,432.55
Est. Service Agreement Tax	\$ 0.00
Total	\$ 3,432.55
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 3,432.55

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 16887097

Frontier RB2308 - 8 Ft. Heavy Duty Rear Blade

Hours:

Stock Number:

				Selling Price
				\$ 3,432.55
Code	Description	Qty	Unit	Extended
1322XF	RB2308 - 8 Ft. Heavy Duty Rear Blade	1	\$ 2,830.00	\$ 2,830.00
Standard Options - Per Unit				
1010	Hydraulic Cylinder Kit, Angle - Offset - Tilt	1	\$ 1,385.00	\$ 1,385.00
9010	End Plates (Pair)	1	\$ 125.00	\$ 125.00
Standard Options Total				\$ 1,510.00
Suggested Price				\$ 4,340.00
Customer Discounts				
Customer Discounts Total			\$ -907.45	\$ -907.45
Total Selling Price				\$ 3,432.55



Milwaukee Tractor & Equipme
11800 W. Silver Spring Rd. • Milwaukee, Wisc
Phone (414) 466-8950 • Fax (414) 466-5070



3/6/18

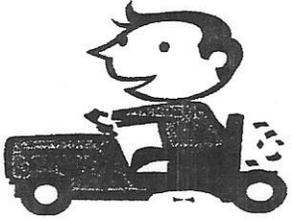
Town of Lisbon
W234 N8676 Woodside Rd.
Lisbon, Wi 53089

1 Rhino Rear Blade, model 850 w/ Cat II 3 point hitch, 8 ft. wide,
hydraulic swing, hydraulic pivot, hydraulic tilt, 1 hose holder kit, FOB
Milwaukee

Your Cost \$4,153.00

SALES QUOTE SHEET

PROVEN POWER, INC
 N68 W36046 Hwy K
 Oconomowoc, WI 53066
 PH.920-474-4890 FAX 920-474-7086



Date: 3-6-18

Customer Name: JOE DESTAFANO
 Company Name: TOWNS OF LISBON
 Address: _____

Phone # 414 5313422
 Fax # _____
 Email _____
 Quote Expires _____

Purchase

Quantity	Model / Description	Serial #	Price
<u>1</u>	<u>RB2308 FRONTIER H.D. BLADE</u>		<u>2800</u>
<u>1</u>	<u>HYD. ANGLE KIT - OFFSET - TOP TILT</u>		<u>1440</u>
<u>1</u>	<u>DIVERTER KIT</u>		<u>400</u>

Trade-In

Quantity	Model / Description	Serial #	Price

Purchase Total \$4640
 Less Trade-In Credit _____
 Sale Total _____
 Tax if Applicable EXEMPT
 Total Due _____

Comments:

By: [Signature]
 Proven Power, Inc.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION:	Town Board
ITEM DESCRIPTION: Dog License Mailings – Two Requests	
PREPARED BY:	Gina C. Gresch, Clerk
REPORT DATE:	Monday, March 5, 2018
RECOMMENDATION:	
Direct the Clerk to mail letters to dog owners who haven't licensed their dog(s) for 2018 and mail license letters in the fall for the 2019 licensing season to those dog owners who licensed their dog(s) in 2018.	
EXPLANATION:	
<u>REQUEST #1:</u>	
Per State Statutes, dog licenses are due annually by April 1. As of Monday, March 5, about 78% of the 2017 licensed dogs are licensed for 2018. I propose the Town send a letter to those dog owners who didn't license their dog for 2018, which will inform them of the \$10 per dog late fee. It's a great way to clean up our database and bring more dogs into compliance. Our licensing program can generate a report of dogs who had a 2017 license but didn't get one for 2018, as well as their owners and addresses. From that report I can do a merge letter and mail letters.	
As of today, there are about 173 dogs left to be licensed; possibly 5% to 10% of those dogs are either deceased, deceased/replaced or the property owner moved. Based on 2017 statistics, another 88 dogs were licensed in March. I estimate there to be about the same number of dogs which will need to be licensed and a late fee collected for. Based on the number of responses/late licenses issued, the Town could collect a net amount (after County fees) of anywhere from \$360 to \$760.	
<u>REQUEST #2:</u>	
When it comes time for the 2019 dog licensing period, I propose the Town mail letters to those dog owners who dogs were licensed in 2018. The licensing program can generate that report which includes the owner's name, address, phone and the dog's information such as the vet and vaccination dates and manufacturer. All of that information will be on the letter for the owner to verify. If the rabies vaccination is still current they will not need to provide the rabies vaccination certificate. If it expired, they must provide an updated rabies vaccination certificate.	
These past few months, we've seen many people have difficulties trying to figure out what they have to do to get the license. By mailing a letter with all of the owner's and dog's information already in the letter, I think more people would license their dog. All they have to do is confirm the information by returning a portion of the letter, an updated rabies vaccination certificate if necessary, payment and a SASE. Another benefit to this is the information would come back complete and legible, of which many applications were not. Those costs based on 2017's numbers would include 615 letters mailed and \$289.05 in postage. Doing it this way should also cut down on the amount of times we mail back an application for a variety of reasons; missing information, no vaccination certificate, no payment, wrong payment, etc.	
Thank you for your consideration.	