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

Agenda
Town Board Meeting
Town of Lisbon, Town Hall
Monday, June 25, 2018
6:30 p.m.

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. June 11 and 18, 2018 Town Board minutes.
   B. Appoint Ryan Kitzinger to the Park Committee to fill the vacant seat, for a three year term to expire in June 2021.
   C. Operator's Licenses.

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. Public Works Department
   B. Town Administrator

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.

10. New Business.

A. Discussion and necessary action on Sandy Hebbe's request for Professional Services Reimbursement Invoice relief.
B. Discussion and necessary action on John Spitz's request for Professional Services Reimbursement Invoice relief.
C. Discussion and necessary action on the 2018 Crack Filling Proposals.
D. Discussion and necessary action the recommendation from the Plan Commission to approve the following items for Barnwood Conservancy, LLC:
   1. Developer's Agreement and Related Exhibits.
   2. Adopt Resolution 04-18, Resolution to Approve the Specific Development Plan for Barnwood Conservancy, LLC, for the property located at the Northeast corner of Lake Five Road and Silver Spring Drive (CTH "VV"), LSBT 0217.998
   3. Letter of Credit / Surety Bond.
E. Discussion and necessary action on the Town's server breach and ratification of the Legal Solutions Services Agreement between the Town of Lisbon, Epiq eDiscovery Solutions and Baker Hostetler.
F. Discussion and necessary action on Interim Administrator's Project / Task List.
G. Discussion and necessary action on request to hire additional part-time office staff and set rate of pay for the same.

11. Adjournment.

Joseph Osterman	Gina Gresch
Town Chairman	Interim Administrator

Posted: 2018-06-21 *Clerk: G.G.*
X Website *X Town Hall Bulletin Boards (2)* *X Sent to Newspapers*

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.

Minutes of the Town Board Meeting
Town of Lisbon, Town Hall
Monday, June 11, 2018
6:30 p.m.

Chairman Osterman called the Town Board meeting to order at 6:46 PM.

Roll Call: Present: Chairman Osterman, Supervisors Gamiño, Moonen, Plotecher and Beal. Also present: Matthew Janecke, Town Administrator and Gina Gresch, Town Clerk.

Comments from citizens present. None.

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.

- Tuesday, May 29, 2018 Town Board minutes.
- 2018-2019 Operators License Renewals
- 2018-2019 Combination "Class B" Retail License for the Sale of Fermented Malt Beverages & Intoxicating Liquors for Shooters Pub and Grill, W220N6439 Townline Road, Lisbon, WI 53089; Agent: Deborah A. Klein & Songbird Hills Golf Club, Inc., W259N8700 STH 164, Hartland, WI 53029; Agent Tammara H. Wolfgram.
- 2018-2019 Reserve Combination "Class B" Retail License for the Sale of Fermented Malt Beverages & Intoxicating Liquors for Ironwood Golf Course, LLC, W270N6166 Moraine Drive, Lisbon, WI 53089; Agent: Michael P. Lehmann & Fairways of Woodside Golf Course LLC, W235N8518 Clubhouse Circle, Lisbon, WI 53089; Agent: Rosemarie Koehler.
- 2018-2019 Class "B" Retail License for Sale of Fermented Malt Beverages for Sherwood Forest Bowmen, Inc., N61W25600 Walnut Road, Lisbon, WI 53089; Agent: Kevin Willoughby.
- 2018-2019 Combination "Class A" Retailers License for the sale of Fermented Malt Beverages and Intoxicating Liquor for Kwik Trip, Inc., (Kwik Trip 973), N67W27619 Silver Spring Drive, Lisbon, WI 53089; Agent: Jackie M. Kraus & County Line Liquor, N95W25901 CTH Q, Colgate, WI 53017; Agent: Rakesh K. Patel.
- 2018-2019 Class "A" Retailers License for the sale of Fermented Malt Beverages and Class "A" Liquor & Cider Only License for Quarry Mart Mobil, Inc. N52W23206 Lisbon Road, Lisbon, WI 53089; Agent: Amin K. Hamdan.
- 2018-2019 Cigarette and Tobacco Products Retail License for Fairways of Woodside Golf Course LLC, W235N8518 Clubhouse Circle, Lisbon, WI 53089; Agent: Rosemarie Koehler, County Line Liquor, N95W25901 CTH Q, Colgate, WI 53017; Agent: Rakesh K. Patel, Quarry Mart Mobil, Inc. N52W23206 Lisbon Road, Lisbon, WI 53089; Agent: Amin K. Hamdan and Kwik Trip, Inc., (Kwik Trip 973), N67W27619 Silver Spring Drive, Lisbon, WI 53089; Agent: Jackie M. Kraus.

Clerk Gresch stated there are a few more operator renewals which came in between last Wednesday and Friday: Tierney Arndt of Kwik Trip, Sydney Cole of Fairways and Robert Haefemeyer of Sherwood Forest Bowmen.

Motion by Supervisor Gamiño to approve the Consent Agenda and additional Operator's Licenses. Seconded by Supervisor Beal. Motion carried, 5-0.

Approval of Bills.

Motion by Supervisor Plotecher to approve the June 8, 2018 check register as presented. Seconded by Chairman Osterman. 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.

A. Town Administrator – Administrator Janecke stated the Planner, Clerk and himself attended a meeting with Waukesha County Parks and Land Use to discuss Plan Commission processes and came back with good ideas on how to make our processes better.

B. Town Clerk – None.

Supervisor's Reports. None.

New Business.

Discussion and necessary action on a Commercial Broker for the advertisement and sale of the 65 acres at the southwest corner of Lake Five and Hickory Roads (a.k.a. Pauline Haass Land) the Town owns.

Administrator Janecke stated an RFP was issued in April which five responses were received. Supervisor Beal assisted in reviewing the responses and they narrowed down the field to three brokers. Jerry Metzger with Midwest Realty stated he would prefer a two year contract as there are peaks and valleys in commercial land sales; it could take some time to sell the land. With a one year contract, he would be forced to list the land with too low of a value. With a two year contract, he can list for a higher value and then reduce it if and as needed. The seller determines the sale price, but he would recommend $23,706 per acre. Town Board members asked questions about the property values, how the sale price is determined and what his marketing strategy would be. Supervisor Beal stated the STH 164 land was used as a comparable as well as lands outside of Lisbon. Mr. Metzger recommends an asking price for $1,499,000 with a two year contract; could be reduced to $1,299,000 after six months. If a one year contract is approved, the asking price would start at $1,299,000. Regarding marketing he will do a mailing to the Builders Association as well as make phone calls to them. He is willing to work with the Town on his commission amount. He would take 4.8% whereas other brokers would take 7% to 8%. He can also write the offer to purchase which saves some money. There was further discussion among the Town Board about approving a one versus two year contract; a one year contract can always be extended. They also discussed sale and commission amounts. Town Board members would like to hear from the other two RFP finalists to compare values and strategies at the next Town Board meeting.

Discussion and necessary action on the issuance of a RFP for a Town Engineer.

Administrator Janecke stated the Town has been using John Stigler of Jahnke & Jahnke for a long time, overseeing subdivision work, setting heights of basements, yard grades and new development roads. Kunkel has been managing the street improvement project and storm water. It is in the Town's best interest to receive the best price for engineering work. The Town Board has three options to consider.

1. Status Quo – using multiple engineering groups to manage different aspects of engineering services. This is the least desirable approach as it does not allow a competitive bidding process nor does is allow the Town to use economies of scale for all areas of engineering for better cost per unit.

2. Bid out or issue an RFP for every project involving engineering - essentially every aspect of engineering would be bid to companies. This creates a competitive process but does not allow for the use of economies of scale by lumping in areas of engineering together to receive the most competitive pricing. The time

factor for this process would be burdensome on Staff to prepare a BID or RFP, receive and evaluate proposals, and manage each contract. It also does not allow for consistency between one engineering group and the Town.

3. Issue an RFP for Town Engineer – then re-issue RFP every 3-5 years. A process of this kind allows for a competitive process by issuing an RFP and also uses economies of scale by grouping all areas of engineering together. In addition, it creates consistency between Town Staff and the engineering group. By issuing a new RFP every 3-5 years ensures that the Town receives the best pricing.

Administrator Janecke recommends option #3 and would like an all-encompassing firm, where one engineer could take plan and do the work of both we have now. There was discussion among the Town Board about the need for a new engineer. Chairman Osterman stated the Town doesn't have a formal agreement with Jahnke & Jahnke, however, like with attorneys, the more work you give them, the more of a volume discount the Town receives. The Town has actually being using option #2 for larger or special projects. The Town Board discussed what a new engineer would all be doing and how many projects that could be. The engineering work the RFP is about is to review Plan Commission applications. Having one firm doing planner and engineering could result in a cost savings, or maybe it's better to have two firms as is the current practice.

Supervisor Beal stated she understands John Stigler from Jahnke & Jahnke was the Plan Commission engineer and asked why Mitch Leisses from Kunkel is doing that work. Why were the engineers switched? Administrator Janecke stated Kunkel is being used out of familiarity with the roadways and storm water utility. Chairman Osterman stated the Town doesn't have a formal policy for engineering services, which is what the Town Board needs to decide on. Supervisor Beal prefers continuing to use Jahnke & Jahnke. John Stigler is an asset to the Town and Plan Commission and she feels bad to see him just set aside. If he will submit a competitive bid, then she agrees with option #3. Supervisor Plotecher agreed. Supervisor Gamiño stated she has given the most pushback about not having a process. The Town tends to put all of its eggs in one basket and doesn't like the status quo. The Town receives the best pricing when bidding out each project, therefore she prefers option #2. Supervisor Moonen agreed and would like to hear the creative differences between people and firms. He would support option #3 if there would be a major cost savings if a firm could support the Town for three to five years. He also likes option #2 but is concerned that the Town doesn't have enough staff to do that. He would like to see a blend of options #2 and #3. Administrator Janecke stated he could separate out the engineer duties, like road projects, storm water and plan review and bid them out separately or together. Chairman Osterman stated that was the Town's process prior to him being on the Town Board. Storm water was switched from Stand to Kunkel without Town Board approval and that wasn't the correct process. It doesn't do the Town justice to switch firms without going out for competitive bid. The benefit to option #3 is that all work is in one house but isn't sure what the cost savings would be, but he does like Supervisor Moonen's suggestion to blend options #2 and #3. Administrator Janecke stated he can try and break down the engineering tasks into groups. There would be storm water, roads and planning review. He will work with Public Works Director DeStefano and Building Inspector Oelhafen on this project and bring information back to the Town Board.

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, more specifically to review the progress of the Town Administrator's 2018 Goals and Performance Plan.

Motion by Supervisor Moonen to convene 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, more specifically to review the progress of the Town Administrator's 2018 Goals and Performance Plan. Seconded by Supervisor Gamiño, motion carried by roll call vote.

ROLL CALL VOTE:
Chairman Osterman: Yes
Supervisor Gamiño: Yes
Supervisor Moonen: Yes
Supervisor Plotecher: Yes
Supervisor Beal: Yes

Motion carried, 5-0, by roll call vote. Town Board convened into Closed Session at 7:51 PM.

Reconvene into Open Session for possible action on Closed Session deliberations.

Motion by Supervisor Moonen to reconvene into Open Session for possible action on Closed Session deliberations. Seconded by Supervisor Gamiño.

ROLL CALL VOTE:
Chairman Osterman: Yes
Supervisor Gamiño: Yes
Supervisor Moonen: Yes
Supervisor Plotecher: Yes
Supervisor Beal: Yes

Motion carried, 5-0. The Town Board reconvened at 10:44 PM.

Adjournment.

Motion by Supervisor Gamiño to adjourn the Monday, June 11, 2018 Town Board of Supervisors meeting at 10:45 PM. Seconded by Supervisor Beal. Motion carried, 5-0.

Respectfully submitted,

Gina C. Gresch, MMC/WCPC
Town Clerk

Minutes of the Town Board Meeting
Town of Lisbon, Town Hall
Monday, June 18, 2018
6:30 p.m.

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

Roll Call: Present: Chairman Osterman, Supervisors Gamiño, Moonen and Plotecher. Also present: Dan Vliet, Town Labor Attorney and Gina Gresch, Town Clerk. Absent: Supervisor Beal.

Comments from citizens present. None.

Recess into Closed Session pursuant to Wisconsin Statutes 19.85(1)(c), (1)(f) & (1)(g) 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; and considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, 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 the following issues:

> **Consideration and possible action regarding personnel matter and possible resignation of administrative employee.**
>
> **Consideration regarding the appointment and compensation for possible interim administrative employee.**

Motion by Supervisor Moonen to Recess into Closed Session pursuant to Wisconsin Statutes 19.85(1)(c), (1)(f) & (1)(g) 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; and considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, 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 the following issues: Consideration and possible action regarding personnel matter and possible resignation of administrative employee and consideration regarding the appointment and compensation for possible interim administrative employee. Seconded by Supervisor Gamiño.

ROLL CALL VOTE:
Chairman Osterman: Yes
Supervisor Gamiño: Yes
Supervisor Moonen: Yes
Supervisor Plotecher: Yes

Motion carried, 4-0, by roll call vote. Town Board convened into Closed Session at 6:33 PM.

Reconvene into Open Session to take possible action, if necessary, on items discussed in Closed Session deliberations.

Motion by Supervisor Moonen to reconvene into Open Session to take possible action, if necessary, on items discussed in Closed Session deliberations. Seconded by Supervisor Gamiño.

ROLL CALL VOTE:
Chairman Osterman: Yes
Supervisor Gamiño: Yes
Supervisor Moonen: Yes
Supervisor Plotecher: Yes

Motion carried, 4-0. The Town Board reconvened at 7:34 PM.

Discussion and necessary action, if necessary, on items discussed in Closed Session deliberations.

Motion by Chairman Osterman to accept the resignation and release from Matthew Janecke. Seconded by Supervisor Moonen. Motion carried, 4-0.

Motion by Chairman Osterman to appoint Clerk Gina Gresch as the Interim Administrator, with a salary of $85,000 and a $40 per month phone reimbursement. Seconded by Supervisor Moonen. Motion carried, 4-0.

Adjournment.

Motion by Chairman Osterman to adjourn the Monday, June 18, 2018 Town Board of Supervisors meeting at 7:35 PM. Seconded by Supervisor Gamiño. Motion carried, 4-0.

Respectfully submitted,

Gina C. Gresch, MMC/WCPC
Town Interim Administrator

REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Consent Agenda Items

PREPARED BY: Gina C. Gresch, Interim Administrator

REPORT DATE: Wednesday, June 20, 2018

RECOMMENDATION:

Approval of the items on the Consent Agenda.

EXPLANATION:

A. June 11 and 18, 2018 Town Board minutes.

B. Appointment of Ryan Kitzinger to the Park Committee. He's filling Lori Gitto's term.

C. 2018-2019 Operator's License Renewals

- Andrew Mirreau, Fairways of Woodside
- Suzanne Martin, Shooter's Pub & Grill
- Nicholas Findlay, Badgerland Waterski Club

I recommend approval of all Consent Agenda items.

CHECK DATE: 06/21/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
63724	ACEHA001	SUSSEX ACE HARDWARE						
	179052		05/29/18	01	2 ROLLS CAUTION TAPE SAFETY DZ	10-552-530-3140	25.18	
						INVOICE TOTAL:	25.18 *	
	179463		06/18/18	01	3 TUBES CONSTRUCTION ADHESIVE	10-552-530-5410	18.87	
						INVOICE TOTAL:	18.87 *	
						CHECK TOTAL:		44.05
63725	ACEHA002	ELLIOTT'S ACE HARDWARE						
	807887		06/06/18	01	3 WATER BOTTLE EXCHANGE	10-552-530-3140	20.97	
						INVOICE TOTAL:	20.97 *	
	808175		06/14/18	01	WATER EXCHANGE FASTENERS	10-552-530-3140	9.17	
						INVOICE TOTAL:	9.17 *	
						CHECK TOTAL:		30.14
63726	ADVAN001	ADVANCED DISPOSAL SERVICES						
	MAY 2018		06/07/18	01	ACCOUNT #C1057089	10-546-530-4810	64,988.10	
				02	ACCOUNT #C1057089	** COMMENT **		
						INVOICE TOTAL:	64,988.10 *	
						CHECK TOTAL:		64,988.10
63727	BADGE001	BADGER TRUCK CENTER						
	728668		06/13/18	01	COOLING TUBES FOR 2653	10-523-530-5500	166.57	
						INVOICE TOTAL:	166.57 *	
						CHECK TOTAL:		166.57
63728	BOUCH002	BOUCHER CHEVROLET OF WAUKESHA						

CHECK DATE: 06/21/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
63728	BOUCH002	BOUCHER CHEVROLET OF WAUKESHA						
		685510C	06/07/18	01	NEW TIRES FOR 2652	10-523-530-5500	1,161.96	
						INVOICE TOTAL:	1,161.96 *	
						CHECK TOTAL:		1,161.96
63729	BUELO001	BUELOW VETTER BUIKEMA OLSON &						
		88	06/12/18	01	ACCOUNT NO. 9199.00099	10-518-530-4130	4,626.50	
						INVOICE TOTAL:	4,626.50 *	
						CHECK TOTAL:		4,626.50
63730	CED0001	CED INC,						
		5890-729909	06/08/18	01	3 BULBS 911 MEMORIAL	25-550-530-5200	79.36	
						INVOICE TOTAL:	79.36 *	
						CHECK TOTAL:		79.36
63731	CENTU001	CENTURYLINK						
		1442556074	06/14/18	01	ACCOUNT NO: 85713330	10-516-530-7200	0.28	
						INVOICE TOTAL:	0.28 *	
						CHECK TOTAL:		0.28
63732	DRAGE001	MICHELLE DRAGER						
		MILEAGE REIM	06/20/18	01	REIM MILEAGE & PARKING	10-522-530-7800	135.89	
						INVOICE TOTAL:	135.89 *	
						CHECK TOTAL:		135.89
63733	EHWOL001	EH WOLF & SONS						

CHECK DATE: 06/21/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
63733	EHWOL001	EH WOLF & SONS						
		614658	06/12/18	01	DIESEL	10-533-530-3700	2,358.36	
						INVOICE TOTAL:	2,358.36 *	
		614659	06/12/18	01	GAS	10-533-530-3700	507.83	
						INVOICE TOTAL:	507.83 *	
						CHECK TOTAL:		2,866.19
63734	FALLS001	FALLS AUTO PARTS & SUPPLIES						
		565105	06/01/18	01	OIL FILTER AMBULANCE	10-523-530-5500	6.89	
						INVOICE TOTAL:	6.89 *	
		565157	06/01/18	01	TONGUE JACK	10-522-530-5500	76.17	
						INVOICE TOTAL:	76.17 *	
		565969	06/15/18	01	MINIATURE LAMPS	10-523-530-5500	1.84	
						INVOICE TOTAL:	1.84 *	
						CHECK TOTAL:		84.90
63735	FOXWE001	AIRGAS USA, LLC						
		9953617760	06/07/18	01	OXYGEN	10-523-530-3850	13.43	
						INVOICE TOTAL:	13.43 *	
		9953617761	06/07/18	01	OXYGEN	10-533-530-3100	6.82	
						INVOICE TOTAL:	6.82 *	
						CHECK TOTAL:		20.25
63736	FRONT003	INSIGHT SERVCO FS MAPLETON						
		57003346	06/06/18	01	WEED KILLER CONCENTRATE	10-533-530-3100	142.63	
						INVOICE TOTAL:	142.63 *	
						CHECK TOTAL:		142.63

CHECK DATE: 06/21/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
63737	FUTUR001	FUTURE INDUSTRIAL SERVICE						
	W276461		06/06/18	01	WASTE DISPOSAL PIT RESTROOMS	10-552-530-4400	937.50	
						INVOICE TOTAL:	937.50 *	
						CHECK TOTAL:		937.50
63738	GEO-L001	KUNKEL ENGINERRING GROUP						
	0229028		05/29/18	01	REIM	10-563-530-4350	1,742.00	
				02	NON REIM	10-563-530-4375	1,236.00	
				03	ROAD IMPROVEMENTS	70-533-570-8200	2,076.50	
						INVOICE TOTAL:	5,054.50 *	
						CHECK TOTAL:		5,054.50
63739	GROTA001	GROTA APPRAISALS, LLC						
	JUNE 2018		06/13/18	01	ASSESSMENT WORK	10-515-530-4400	2,675.00	
						INVOICE TOTAL:	2,675.00 *	
						CHECK TOTAL:		2,675.00
63740	HAMIL001	HAMILTON SCHOOL DISTRICT						
	MAY 2018		05/30/18	01	MAY 2018 PARKING FEES	10-200-250-4620	2,960.98	
						INVOICE TOTAL:	2,960.98 *	
						CHECK TOTAL:		2,960.98
63741	HINCK001	HINCKLEY SPRINGS						
	2678865 060218		06/02/18	01	ACCT#: 17224962678865	10-533-530-3100	67.48	
						INVOICE TOTAL:	67.48 *	
						CHECK TOTAL:		67.48

CHECK DATE: 06/21/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
63742	JAHNK001	JAHNKE & JAHNKE ASSOCIATES INC						
		88098	05/31/18	01		10-563-530-4300	1,356.73	
						INVOICE TOTAL:	1,356.73 *	
						CHECK TOTAL:		1,356.73
63743	JANECMA	MATTHEW JANECKE						
		REIM MILEAGE	06/21/18	01	254.6 MILES	10-512-530-7800	260.84	
						INVOICE TOTAL:	260.84 *	
						CHECK TOTAL:		260.84
63744	JOHNS001	JOHNSON BLOCK & COMPANY INC						
		453026	06/20/18	01		10-514-530-4200	7,200.00	
						INVOICE TOTAL:	7,200.00 *	
						CHECK TOTAL:		7,200.00
63745	JOURN001	JOURNAL COMMUNITY PUBLISHING						
		5TOWNLL-5-5-18	06/06/18	01	ACCOUNT NO: 5TOWNLL-5	10-518-530-3600	96.07	
						INVOICE TOTAL:	96.07 *	
						CHECK TOTAL:		96.07
63746	KERSH001	KERSHEK LAW OFFICES						
		19497/19569	06/18/18	01	PROSECUTORIAL SERVICES	10-518-530-4120	1,500.00	
						INVOICE TOTAL:	1,500.00 *	
						CHECK TOTAL:		1,500.00
63747	KONSS001	KONS SEPTIC SERVICE, INC.						

CHECK DATE: 06/21/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
63747	KONSS001	KONS SEPTIC SERVICE, INC.						
		19904	06/07/18	01	SEPTIC TANK PUMP MAINT BLDG	10-552-530-4400	200.00	
						INVOICE TOTAL:	200.00 *	
						CHECK TOTAL:		200.00
63748	MENAR001	MENARDS -- PEWAUKEE						
		26615	06/13/18	01	SUPPLIES	10-552-530-3140	50.32	
						INVOICE TOTAL:	50.32 *	
						CHECK TOTAL:		50.32
63749	MERT0003	MERTON ATHLETIC ASSOCIATION						
		2018 CONTRIBUTION	06/11/18	01		10-553-530-3860	2,500.00	
						INVOICE TOTAL:	2,500.00 *	
						CHECK TOTAL:		2,500.00
63750	MERTO001	MERTON FEED COMPANY						
		23115	06/13/18	01	2-50# BAGS GRASS SEED	90-533-530-3100	190.20	
						INVOICE TOTAL:	190.20 *	
						CHECK TOTAL:		190.20
63751	MILLE001	MILLER-BRADFORD & RISBERG, INC						
		P10452	06/19/18	01	BEARING FRONT DRIVE SHAFT	10-533-530-5410	205.80	
						INVOICE TOTAL:	205.80 *	
						CHECK TOTAL:		205.80
63752	NATIO006	NATIONAL HOSE TESTING SPECIAL						

CHECK DATE: 06/21/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
63752	NATIO006	NATIONAL HOSE TESTING SPECIAL						
		47213	06/05/18	01	ANNUAL LADDER TESTING	10-522-530-4400	1,002.60	
						INVOICE TOTAL:	1,002.60 *	
						CHECK TOTAL:		1,002.60
63753	OFFIC002	OFFICE COPYING EQUIPMENT LTD						
		AR57363	05/31/18	01	CUSTOMER NO. 2466100	10-522-530-4400	3.97	
						INVOICE TOTAL:	3.97 *	
						CHECK TOTAL:		3.97
63754	PORTA001	PORT-A-JOHN						
		1286308-314	06/06/18	01	PARKS	10-552-530-4400	500.00	
				02	COMPOST SITE	35-561-530-4400	68.00	
						INVOICE TOTAL:	568.00 *	
						CHECK TOTAL:		568.00
63755	PROVE001	PROVEN POWER INC						
		01-267479	05/30/18	01	RING, SHAFT, SEAL	10-552-530-5410	348.64	
						INVOICE TOTAL:	348.64 *	
						CHECK TOTAL:		348.64
63756	REIND001	REINDERS, INC.						
		1733436-00	05/22/18	01	2 LG & 2 SM BUFFERS FOR VICON	10-552-530-5410	117.10	
						INVOICE TOTAL:	117.10 *	
						CHECK TOTAL:		117.10
63757	RITTE001	RITTER TECHNOLOGY LLC						

CHECK DATE: 06/21/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
63757	RITTE001	RITTER TECHNOLOGY LLC						
	V81858-001		06/19/18	01	MISC HYDRAULIC FITTINGS	10-533-530-5410	306.48	
						INVOICE TOTAL:	306.48 *	
						CHECK TOTAL:		306.48
63758	SPRUN001	SPRUNG HEATING, SHEET METAL &						
	1251		05/29/18	01	CO MONITOR GOOD HOPE STATION	70-522-570-8100	5,428.00	
						INVOICE TOTAL:	5,428.00 *	
						CHECK TOTAL:		5,428.00
63759	STRYK001	STRYKER SALES CORPORATION						
	6582428/6584957		06/04/18	01	2 BATTERIES FOR POWER COTS	10-523-530-3860	750.70	
						INVOICE TOTAL:	750.70 *	
						CHECK TOTAL:		750.70
63760	SUSSE007	SUSSEX AUTO INC.						
	12250		04/27/18	01	REPAIR 2681 CONSTANT DEAD BATT	10-522-530-5500	1,907.66	
						INVOICE TOTAL:	1,907.66 *	
						CHECK TOTAL:		1,907.66
63761	TIMEW001	TIME WARNER CABLE						
	700142001061018		06/14/18	01	SERVER	10-518-530-4600	170.81	
						INVOICE TOTAL:	170.81 *	
	FIRE/HWY JUNE 18		06/11/18	01	FIRE DEPT	10-522-530-4400	57.49	
				02	HWY DEPT	10-533-530-4400	57.49	
						INVOICE TOTAL:	114.98 *	

CHECK DATE: 06/21/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
63761	TIMEW001	TIME WARNER CABLE						
	PARKS JUNE 2018		06/05/18	01	PARKS DEPT	10-552-530-4400	99.99	
						INVOICE TOTAL:	99.99 *	
	TOWN HALL JUNE 2018		06/05/18	01	TOWN HALL	10-518-530-3800	199.99	
						INVOICE TOTAL:	199.99 *	
						CHECK TOTAL:		585.77
63762	TOOO1345	JENNIFER COLLINS						
	RENTAL REFUND		05/31/18	01	PARK RENTAL REFUND ~RAIN	10-460-467-2001	50.00	
						INVOICE TOTAL:	50.00 *	
						CHECK TOTAL:		50.00
63763	UNEMP001	UNEMPLOYMENT INSURANCE						
	9006972		06/07/18	01	ACCT NO: 695177-000-1	10-518-530-3900	33.16	
						INVOICE TOTAL:	33.16 *	
						CHECK TOTAL:		33.16
63764	UNIFI001	UNIFIRST CORPORATION						
	1018217		06/04/18	01	CUST #1063135	10-533-530-3630	65.20	
						INVOICE TOTAL:	65.20 *	
	1019334		06/11/18	01	CUST #1063135	10-533-530-3630	65.20	
						INVOICE TOTAL:	65.20 *	
	1020385		06/18/18	01	CUST #1063135	10-533-530-3630	65.20	
						INVOICE TOTAL:	65.20 *	
						CHECK TOTAL:		195.60

CHECK DATE: 06/21/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
63765	USCEL001	U.S. CELLULAR						
	0252035618		06/11/18	01	FIRE DEPT	10-522-530-7200	51.24	
				02	COMPOST SITE	35-561-530-7200	24.60	
				03	PARKS DEPT	10-552-530-7200	61.25	
						INVOICE TOTAL:	137.09 *	
						CHECK TOTAL:		137.09
63766	VILLA001	VILLAGE OF SUSSEX						
	4036		06/08/18	01	CITATION PROCESSING	10-521-530-4400	884.26	
						INVOICE TOTAL:	884.26 *	
						CHECK TOTAL:		884.26
63767	WAUKE001	WAUKESHA COUNTY						
	2018-00000015 DOA3		06/08/18	01	1 & 2 QTR PARCEL BILLING	10-518-530-4400	3,412.01	
						INVOICE TOTAL:	3,412.01 *	
	2018-00000054 SHF5		06/20/18	01	JULY 2018 POLICE SERVICES	10-521-530-4400	58,361.39	
						INVOICE TOTAL:	58,361.39 *	
	2018-00000076 PLU4		06/11/18	01	2018 STORMWATER EDUCATION FEES	90-518-530-2000	2,710.00	
						INVOICE TOTAL:	2,710.00 *	
	2018-00000092 EPR1		05/16/18	01	RADIO REPROGRAMING PROJECT	70-522-570-8300	282.10	
						INVOICE TOTAL:	282.10 *	
	2018-00000104 SHF4		06/14/18	01	MAY 2018 PRISONER HOUSING	10-521-530-4400	137.12	
						INVOICE TOTAL:	137.12 *	
						CHECK TOTAL:		64,902.62
63768	WAUKE016	WAUKESHA COUNTY						

CHECK DATE: 06/21/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
63768	WAUKE016	WAUKESHA COUNTY						
	4338737		06/06/18	01	MAHUTA CSM	10-563-530-3100	30.00	
						INVOICE TOTAL:	30.00 *	
						CHECK TOTAL:		30.00
63769	WEENE001	WE ENERGIES						
	1074-607-025	JUNE 18	06/18/18	01	TOWN HALL GAS	10-516-530-7100	14.00	
						INVOICE TOTAL:	14.00 *	
	2833-996-126	JUNE 18	06/18/18	01	911 MEMORIAL	25-550-530-7150	53.74	
				02	PAVILLION	10-552-530-7150	5.32	
						INVOICE TOTAL:	59.06 *	
	4210-086-734	JUNE 18	06/13/18	01	STONE FAMILY	10-542-530-7120	16.18	
						INVOICE TOTAL:	16.18 *	
	5079-603-7396	JUNE	06/06/18	01	HWY DEPT ELEC	10-533-530-7150	211.69	
						INVOICE TOTAL:	211.69 *	
	7622-763-685	JULY 18	06/18/18	01	TOWN HALL ELEC	10-516-530-7150	269.89	
						INVOICE TOTAL:	269.89 *	
	8007-856-455	JUNE 18	06/13/18	01	RICHMOND ST ELEC	10-533-530-7150	1,132.73	
						INVOICE TOTAL:	1,132.73 *	
						CHECK TOTAL:		1,703.55
63770	WESTE001	WESTERN CULVERT & SUPPLY INC.						
	55543		05/30/18	01	NORTHVIEW DR & MAPLE	90-533-530-6600	1,227.00	
						INVOICE TOTAL:	1,227.00 *	
	55544		05/30/18	01	PARKVIEW DR @ PARK	90-533-530-6600	612.15	
						INVOICE TOTAL:	612.15 *	

CHECK DATE: 06/21/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
63770	WESTE001	WESTERN CULVERT & SUPPLY INC.						
	55670		06/11/18	01	BONNIE LN & TOWNLINE RD	90-533-530-6600	809.05	
						INVOICE TOTAL:	809.05 *	
						CHECK TOTAL:		2,648.20
63771	WIDEP001	WI DEPARTMENT OF JUSTICE						
	MAY 2018		06/04/18	01		10-518-530-4400	434.00	
						INVOICE TOTAL:	434.00 *	
						CHECK TOTAL:		434.00
63772	ZTECS001	ZTEC SYSTEMS						
	180504		05/31/18	01	SOFTWARE FOR FUEL PUMP SYSTEM	10-533-530-3700	145.00	
						INVOICE TOTAL:	145.00 *	
						CHECK TOTAL:		145.00
						TOTAL AMOUNT PAID:		181,784.64

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

Wednesday, June 20, 2018

Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures and elections from **June 26, 2018 through July 21, 2018** at the Town Hall, W234N8676 Woodside Road, unless indicated otherwise.

Wednesday, July 04	**4th OF JULY - CLOSED**
Thursday, July 05	**CLOSED**
Thursday, July 12	Plan Commission at 6:30 P.M.
Monday, July 09	Supervisor's Office Hours at 6:00 P.M. followed by Town Board at 6:30 P.M.
Monday, July 16	Park Committee at 6:30 P.M. (Richard Jung Memorial Fire Station)
Wednesday, July 18	Sanitary District Committee at 7:30 P.M.

Sincerely,

Gina C. Gresch, MMC/WCPC
Town of Lisbon Interim Administrator

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)

May 2018 DPW Monthly Report

Town Board & Administrator,

- Staff completed the 2018 spring brush pick up.
- Staff cleaned catch basin grates and culverts after rain events.
- Staff performed pot hole repairs when time permitted
- Staff borrowed the Village of Sussex's bucket truck and removed 3 dead trees on Colgate Road.
- Staff replaced 5 culverts ahead of the 2018 paving program.
- Staff reorganized and cleaned out our cold storage building for summer.
- Staff prepped both mowers for roadside mowing.
- Staff began the first round of roadside mowing.
- 2 Staff members attended a 1 day work zone and flagger safety class.
- Staff worked with Visu-Sewer to have our shop drains cleaned and videoed.
- Staff replaced rear brakes on fire engine 2662.
- Staff performed vehicle and equipment maintenance as needed.

- I attended the monthly WCPWA luncheon.
- I attended 1 board meeting in May.
- I met with contractors on our projects ahead of the parking lot paving.
- I unloaded cars at the park for the Safety Dayz event.
- I met with engineers and paving foremen throughout the start of our 2018 paving program.
- I continued to work out in the field with staff on various projects such as brush pick up, tree removals and culvert installations, amongst other things.

Regards,
Joe DeStefano Jr.
DPW Director

REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: **Sandra Hebbe's request for Professional Services Reimbursement Invoice relief**

PREPARED BY: Gina C. Gresch, Interim Administrator

REPORT DATE: Wednesday, June 20, 2018

RECOMMENDATION: Uphold the invoiced amount.

EXPLANATION:

On March 22, 2018 Sandra Hebbe requested a Planner's appointment to review property on Lake Five (boat livery), what she could do with the property, build a house, run the livery, her denture business, etc. Planner Lindstrom and I explained the fees at the beginning of the meeting, which everyone is allowed the first 30 minutes for free. Her meeting ended at 1:55pm. The meeting ended with the Town not being able to give a yes/no answer because of Waukesha County's involvement, the uniqueness of the property and as she said, Waukesha County changing their answer regarding the boat livery business. Planner Lindstrom told her he was going to contact the County about an "Unspecified Conditional Use" and how to get the boat rental and dental appliance business approved and how the situation would work with the existing buildings, tearing down the house, building a new one and conducting the businesses while this was all happening. Planner Lindstrom told Sandy Hebbe he would follow-up with her after he spoke with Waukesha County, which he did.

Below are the details of the meeting. Please see her attached email request and invoice. I believe she is requesting relief of 1.75 hours relating to a conversation with Waukesha County, which would be $218.75.

DATE	DETAILED DESCRIPTION
22-Mar	Review prior CSM and prepare maps related to County Zoning (.5 hours)
22-Mar	Planner appointment/travel time (split between the town and other applicants if there were any) (30 min addt'l and about 30 min travel) (.91 hour)
28-Mar	Follow up with County Planner of the Day, trouble shoot the variety of land uses as they relate to the Town and City codes. (1.75 hours)
20-Apr	Follow up conversation with Sandy (0.25 hours) - Did not bill additional research time with the County. (0.25)
26-Apr	Follow up conversation with Sandy regarding the CSM process if she was to split the lot and how that could work in the Town. (.25 hours)
	TOTAL HOURS: 3.41 hours @ $125 = $426.25

Gina Gresch

From: sandra hebbe <toothgirl67@yahoo.com>
Sent: Monday, June 11, 2018 7:52 AM
To: mjanecke@townoflisbonwi.com; Gina Gresch; lisbon-Inspector@outlook.com
Subject: Knutsen invoice

Hi Matt, Gina and Bryan

I wanted to send you an email regarding last weeks conversation. Please read Gina's note to me. Not sure if it is Gina's words or your Town planner.
I went into the town to have a short meeting to determine what the town wanted me to do if I purchased the property. I had already gone to the county about 2 months prior to the meeting at the town. I went over this with Gina. I did not want to spend a lot of money on the property until I got the survey. I was very suspicious that the house may not have been on the property. I was correct. She quoted me $125 an hour for the meeting. Never did she say that the first 3o minutes were free. I was ok with the charge for only the meeting because if the survey came back in my favor I wanted to get started on my project. I did not authorize any further research by the planner at this meeting. I also did not do any paperwork with the town. The planner said he suggested to let Waukesha county handle the conditional use permits for the boat rental and my lab. Also let them handle the house being turned into an accessory building if I built across the street. Please see invoice from you where the planner did 1.75 hours of research 5 days after our meeting with the planner of the day. Why would he do any research? It was never discussed that he would be doing any more research after our meeting… This could be confirmed with both your building inspector and Gina. I believe she was taking notes. I also said I would inform them when I knew more. Unfortunately, it took forever for the seller to give me the survey. My accepted offer was in January. The survey came to me in April. I went to visit the County a week later due to me being out of town when I received the survey by email. Also, I said that I was dealing with Amy Barals from the county. Why would the planner call the planner of the day at Waukesha county per his invoice? This seems strange to me since Amy was familiar with my project. Per our phone conversation you said you got an email stating he talked with both Amy and Sandy and they were not in agreement. I called Amy on 6-7-2018 and She stated that she never talked with the planner from the town of Lisbon regarding my property. Amy said the only other person would have been Sandy. Amy placed me on hold and spoke with Sandy. Sandy also stated that she never spoke with your town of Lisbon planner regarding my property.
I did Call the planner about making the parcel into two after talking with the county. That would have been my only option. This was mid to late April. He did not know the lot size for the town of Lisbon and had to get back to me. I told him the lot size for the County was an 1/2 acre. He never spoke to me about any conversations he supposedly had with the county before. He never tried contacting me. It took numerous attempts and messages for him to return my call. Never informed me about the difference of opinions between an Amy and a Sandy. If I was paying for research, I would expect for him to call and give me that information.

This all seems unfortunately strange to me.

Please call me, I'd prefer no email.

You had a planner's appointment on March 22 and yes the 1st 30 minutes were free, the meeting was an hour long, but then the Planner had to do additional research because of the uniqueness of the property and it being in Waukesha County jurisdiction. There was follow-up with you and Waukesha County about your boat rental and dental appliance Conditional Use. Below are the details from the Planner. We do not receive this level of detail in any of the professional services invoices (planner, engineer, attorney). I requested this from him so I could respond to your email with information.

If you wish to dispute the charges, you are welcome to. I'll need a request letter to go on the next available Town Board meeting and the Town Board, as they decide if fees can be waived or not.

DATE	DETAILED DESCRIPTIOI
22-Mar	Review prior CSM and prepare maps related to County Zoning
22-Mar	Planner appointment/travel time (split between the town and other applicants
28-Mar	Follow up with County Planner of the Day, trouble shoot the variety of land u
20-Apr	Follow up conversation with Sandy (0.25 hours) - Did not bill additional reses
26-Apr	Follow up conversation with Sandy regarding the CSM process if she was to

Gina C. Gresch

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

Sent from Mail for Windows 10

TOWN OF LISBON
W234N8676 WOODSIDE ROAD
LISBON WI 53089

000027

SANDRA KNUTSEN
W278N9252 SWEETBRIAR LANE
HARTLAND WI 53029-

INVOICE

Invoice Date: 05/30/2018
Invoice #: 20150431
Invoice Amt: $426.25
Customer #: KNUTSSA
Due Date: 06/29/2018

DESCRIPTION	HRS/QTY	COST/UNIT	AMOUNT
APR' 18 FOLLOW UP W/ APPLICANT	.50	$125.00	$62.50
MAR ' 18 PLANNERS APPT	2.91	$125.00	$363.75
			==========
		SUB-TOTAL:	$426.25
		TAX:	$.00
		AMT. PAID:	$.00
		INVOICE TOTAL:	$426.25
			==========

PLEASE MAKE OUT THE CHECK TO TOWN OF LISBON AND INCLUDE THE INVOICE NUMBER ON THE CHECK

TOWN OF LISBON INVOICE DATE: 05/30/2018 INVOICE #: 20150431

REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION:	Town Board
ITEM DESCRIPTION:	**John Spitz request for Professional Services Reimbursement Invoice relief**
PREPARED BY:	Gina C. Gresch, Interim Administrator
REPORT DATE:	Wednesday, June 20, 2018
RECOMMENDATION:	Relieve the invoiced amount.

EXPLANATION:

In June 2017, a noise complaint was filed by a neighbor against Ironwood Golf Course. The noise complaint led to the Town calling for a Conditional Use public hearing, which then the Plan Commission discussed all operations of the business as well as a patio that building permits were not pulled for, not just the noise complaint.

Please see his attached email request and invoice. Since the Town requested the matter come before the Plan Commission, and not Mr. Spitz, I feel that he should not be required to pay this invoice.

Gina Gresch

From: John Spitz <johnspitz350@yahoo.com>
Sent: Wednesday, June 20, 2018 3:03 PM
To: Gina Gresch
Subject: INVOICE #20150421

Good afternoon Gina,

Per our conversation in regards to the invoice that my subcontractor received,
we would like to formally object to the charges being assessed.
As you are aware, the only reason the Town's services were needed was due to a neighbor
(non-resident) initiating a complaint.

As you are aware, the complaint was dismissed at the Town Meeting. Shouldn't the instigator be assessed the charges?

Also - if you could please remove Kurt Henning from the Invoice (he had nothing to do with this)

Respectfully Submitted

John Spitz

TOWN OF LISBON
W234N8676 WOODSIDE ROAD
LISBON WI 53089

000030

KURT HENNING
1629 SHERMAN ROAD
JACKSON WI 53037-

INVOICE

Invoice Date: 05/30/2018
Invoice #: 20150421
Invoice Amt: $220.00
Customer #: HENNKURT
Due Date: 06/29/2018

DESCRIPTION	HRS/QTY	COST/UNIT	AMOUNT
JUN '17 NOISE READINGS	1.50	$82.00	$123.00
LETTER RE: NOISE READINGS	.30	$50.00	$15.00
LETTER TO PLAN COMM	1.00	$82.00	$82.00

==========

SUB-TOTAL:	$220.00
TAX:	$.00
AMT. PAID:	$.00
INVOICE TOTAL:	$220.00

==========

PLEASE MAKE OUT THE CHECK TO TOWN OF LISBON AND INCLUDE THE INVOICE NUMBER ON THE CHECK

TOWN OF LISBON INVOICE DATE: 05/30/2018 INVOICE #: 20150421

REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Administrator / Town Board

ITEM DESCRIPTION: Discussion and necessary action on the 2018 Crack Filling Proposals

PREPARED BY: Joe DeStefano Jr.

REPORT DATE: 6/20/2018

RECOMMENDATION: Award Fahrner Asphalt Sealers, LLC the 2018 Crack Filling Contract

EXPLANATION:

I worked on rounding up 3 estimates for our 2018 crack filling needs. I was able to get 2 estimates, the third company declined to give us an estimate. The 3 companies contacted are the only ones that cover our area that get into these services. The 3 companies are Fahrner Asphalt Sealers, Thunder Road, & Crack Filling Services.

Estimates as follows:

Fahrner Asphalt Sealers, LLC
316 Raemisch Road
Waunakee, WI 53597……$95,620.00

Thunder Road
612 Sawyer Road
Oconomowoc, WI 53066……$118,598.00

Crack Filling Services
4033 Barlow Road
Cross Plains, WI 53528……Declined offer to quote
***Proposals Attached

-I recommend awarding the 2018 crack filling contract to Fahrner Asphalt Sealers. We have been using them for our crack filling for the last few years and have built a good relationship with them. And as you can see they came in as the lowest estimate.
-Funding for this project would be coming out of our sinking fund for road maintenance account with a yearly budget of $312,777.00.

Sincerely,
Joe DeStefano Jr.
DPW Supervisor

PROPOSAL / CONTRACT

Job. No. _____ **Date:** June 19, 2018

PLOVER, WI 54467
2800 Mecca Drive
Ph.: 715.341.2866
Fax: 715.341.1054

WAUNAKEE, WI 53597
316 Raemisch Road
Ph.: 608.849.6466
Fax: 608.849.6470

KAUKAUNA, WI 54130
860 Eastline Road
Ph.: 920.759.1008
Fax: 920.759.1019

EAU CLAIRE, WI 54703
6615 U.S. Hwy 12 W
Ph.: 715.874.6070
Fax: 715.874.6717

FAHRNER asphalt sealers llc
Pavement Maintenance Contractors
EEO/AA Employer
CORPORATE OFFICE: 1.800.332.3360

FREDERIC, WI 54837
3468 115th Street
Ph.: 715.653.2535
Fax: 715.653.2553

SAGINAW, MI 48601
2224 Veterans Memorial Pkwy
Ph.: 989.752.9200
Fax: 989.752.9205

DUBUQUE, IA 52002
7680 Commerce Park
Section C
Ph.: 563.556.6231
Fax: 563.588.1240

OAKDALE, MN 55128
7500 Hudson Blvd., Ste. 305
Ph.: 651.340.6212
Fax: 651.340.6221

Contact Name: JOE DESTEFANO **Contract Price** $95,620.00

PURCHASER: TOWN OF LISBON
ADDRESS: W234 N8678 WOODSIDE RD
SUSSEX, WI 53089

TELEPHONE: (414) 531-3422
DESCRIPTION OF PROPERTY:
2018 CRACKFILLING
W234 N8678 WOODSIDE RD
SUSSEX, WI 53089

1. **FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:**

TOWN OF LISBON - 2018 CRACKFILL BID

Rout out cracks to a minimum 3/4 x 3/4 ratio width versus depth. Blow and clean cracks with compressed air and heat lance. Seal with rubberized asphalt crack sealant which exceeds Fed Spec ASTM 6690 TYPE II 38% rubber. Overband cracks using hand squeegee method.
Guarantee: (3) year guarantee that cracks will remain sealed.

Blow out and clean cracks with compressed air and heat lance. Flood area with BCI Flex-Patch to repair as necessary. Cover immediately with 1/4" dried trap rock.

2018 PRICING: SEE ATTACHED BID ROAD LIST FOR SPECIFICS.

1.) MAJOR ROADS..... $51,330.00
2.) RESIDENTIAL AREAS.....$44,290.00
**TOTAL PROJECT PRICE....$95,620.00

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 25 days of the date above and/ or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

2. **If proposal is accepted please sign, retain one copy and forward a copy to our office.**
3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of $95,620.00 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:
Fahrner Asphalt Sealers, LLC:Cell: (608) 381-7117
Joe.Bass@fahrnerasphalt.com

Joe Bass
(PRINT OR TYPE NAME)

By: Joe Bass
(CONTRACTOR REPRESENTATIVE)

Date: June 19, 2018

PURCHASER:
I have read and understand the terms and conditions on both sides of this contract.

_____
(PRINT OR TYPE NAME)

By: _____
(PURCHASER AUTHORIZED REPRESENTATIVE)

Date of acceptance: _____

Fahsnes Asphalt Sealers

TOWN OF LISBON CRACKFILL - 2018
CRACKFILL BID

MAJOR ROADS - REQUIRE TRAFFIC CONTROL

1.) HILLSIDE RD - GOOD HOPE TO CR-Q (FLEX PATCH TRANSVERSE CRACKS - NO CRACKFILL-	$12,280.00
2.) PLAINVIEW RD - HILLSIDE TO HWY 164 (FLEX PATCH ONLY)	$5,860.00
3.) PLAINVIEW RD - HWY 164 TO BRIDGE - CRACKFILL	$5,590.00
4.) PLAINVIEW RD - LAKE FIVE TO CENTER OAK - CRACKFILL MAJOR ONLY	$5,330.00
5.) PLAINVIEW RD - TOWNLINE TO ROLLING HILLS (C/F & BCI FLEX)	$5,810.00
6.) PLAINVIEW RD - HILLSIDE TO WOODSIDE (BCI ONLY)	$8,840.00
10.) NORTH RD - N. LISBON TO CR-Q	$5,220.00
11.) Richmond Road	$2,400.00
	$51,330.00

RESIDENTIAL AREAS

1.) WILDWOOD WAY & CONSERVANCY CT	$500.00
3.) BEVERLY LN, LAWRAN DR, ROBYN CT	$810.00
5.) WATERS EDGE NEIGHBORHOOD (OFF HILLSIDE RD)	$1,710.00
6.) GREEN MEADOW - AINSWORTH TO END	$1,560.00
7.) WALNUT GROVE NEIGHBORHOOD - CR-K TO AINSWORTH	$1,720.00
8.) NORWALK - RIVER LN TO ASPHALT CHANGE (C/F & BCI FLEX)	$950.00
15.) WOODED HILLS NEIGHBORHOOD -	$4,320.00
HAMILTON HEIGHTS NEIGHBORHOOD	$1,150.00
18.) SEVEN STONE DR AREA - (C/F & BCI FLEX)	$6,725.00
20.) WOODLAND OAKS SUBDIVISION - NOT RECOMMENDED FOR THIS YEAR	$2,980.00
21.) 1000 OAKS SUBDIVISION (CURBLINE ONLY)	$4,770.00
22.) IRONWOOD WEST SUBDIVISION (C/F & BCI FLEX)	$4,230.00
25.) JAMES DR AREA - (C/F & BCI)	$2,990.00
27.) GOLF COURSE AREA (C/F & BCI FLEX)	$9,875.00
	44,290.00
** TOTAL BID	$95,620.00

Joe Bass
Joe Bass
6/19/18

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

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

ACCEPTANCE OF WORK
All labor and material is conclusively accepted as satisfactory unless accepted to in writing within seven (7) days of performance.

EXTRA WORK
All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES
PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this ProposalContract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

INCLEMENT WEATHER
Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY
All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, and quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.
All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE
Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301 (28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action accrues and that the party asserting such a legal action shall be barred from any remedy thereto.

INDIVIDUAL LIABILITY
The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE
Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

BINDING EFFECT
This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT
The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.

PROJECT ADDRESS
Various Roads

612 N. Sawyer Rd
Oconomowoc, WI 53066
www.trasphalt.com
FAX - 866-462-4293

"Sealing your investments one step at a time!"

DBE/MBE//WBE/SBE Certified Contractor

BILLING ADDRESS
Town of Lisbon
N72 W24958 Good Hope Rd
Lisbon, WI 53089

CONTACT Joe Destefano Jr.
PHONE # 414-531-3422
EMAIL: jdestefano@townoflisbonwi.com

Proposal Date:
6/19/2018
Questions?
Call Josh @ 608-220-5184

2018 Asphalt Crackfilling Proposal

Contractor will perform the following:

CLEAN & CRACKFILL ROADS	Clean out weeds and vegetation as needed Rout cracks to 3/4" x 3/4" Blow out cracks and remove debris with compressed air Heat lance as needed to remove moisture Fill cracks with Crafco Roadsaver 221 which meets all ASTM 6690 and ASTM 3405 Requirements Includes extra flaggers and traffic control for Hillside, Plainview, Richmond, and North Rd.			
BID ROADS	~~Hillside Rd~~	~~$9,174~~	Norwauk Rd	$783
	Plainview Rd	$19,869	Wooded Hills	$2,193
	Richmond Rd	$2,503	Hamilton Heights	$3,910
	North Rd	$3,604	Seven Stones	$6,845
	Wildwood Way	$639	Woodland Oaks	$940
	Beverly Lane	$752	Thousand Oaks	$1,128
	Watersedge	$2,847	Ironwood West	$7,080
	Green Meadow	$1,579	James Drive	$1,429
	Walnut Grove	$1,692	Seven Iron	$6,805
			PROJECT TOTAL:	~~$73,772~~ $64,598

PROJECT NOTES	

This proposal is based on completion of work no later than October 1, 2018
This proposal EXCLUDES: any items not listed, paving; concrete; asphalt patching; milling; aggregate/shouldering; signage; permit/bond costs; restoration of lawn areas.

CONTRACTOR:
THUNDER ROAD, LLC

EST. BY JOSH LORENZEN

AUTHORIZED PURCHASER
Please sign and return one copy and keep one copy for your records.

PRINT OR TYPE NAME

DATE

SIGNATURE OF AUTHORIZED PURCHASER

By the above signature, the proposal price for work and Terms and Conditions as described on the following page are accepted and Thunder Road is granted authorization to begin all necesssary operations.

PROJECT ADDRESS
Various Roads

612 N. Sawyer Rd
Oconomowoc, WI 53066
www.trasphalt.com
FAX - 866-462-4293

"Sealing your investments one step at a time!"

DBE/MBE//WBE/SBE Certified Contractor

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Town of Lisbon
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Lisbon, WI 53089

CONTACT Joe Destefano Jr.
PHONE # 414-531-3422
EMAIL: jdestefano@townoflisbonwi.com

Proposal Date:
6/19/2018
Questions?
Call Josh @ 608-220-5184

2018 Asphalt Mastic Proposal

Contractor will perform the following:

CRAFCO MASTIC ON ROADS	Clean out weeds and vegetation as needed Blow debris from areas to receive Crafco Mastic Heat lance as needed to remove moisture Apply Crafco Mastic over cupped cracks and alligatored areas. Crafco Mastic is a self-adhesive, hot applied material that offers load bearing and skid resistance Includes flaggers and traffic control as needed			
BID ROADS	Hillside Rd	$240 per cross crack	Approx. 80 cracks	$19,200
	Plainview Rd	$240 per cross crack	Approx. 145 cross cracks	$34,800
			PROJECT TOTAL:	$54,000

PROJECT NOTES	

This proposal is based on completion of work no later than October 1, 2018
This proposal EXCLUDES: any items not listed, paving; concrete; asphalt patching; milling; aggregate/shouldering; signage; permit/bond costs; restoration of lawn areas.

CONTRACTOR:
THUNDER ROAD, LLC

EST. BY JOSH LORENZEN

AUTHORIZED PURCHASER
Please sign and return one copy and keep one copy for your records.

PRINT OR TYPE NAME

DATE

SIGNATURE OF AUTHORIZED PURCHASER

By the above signature, the proposal price for work and Terms and Conditions as described on the following page are accepted and Thunder Road is granted authorization to begin all necesssary operations.

REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: **Barnwood Developer's Agreement & Resolution 04-18**

PREPARED BY: Gina C. Gresch, Interim Administrator

REPORT DATE: Thursday, June 21, 2018

RECOMMENDATION: Approval of both documents.

EXPLANATION:

Yesterday I sent out the packet minus a couple of items, specifically the Barnwood Developer's agreement and Resolution 04-18, Barnwood's Specific Development Plan. I was waiting on some final comments to be made to clean up both documents. I had some questions about the decisions the Town Board needs to make regarding the Developer's Agreement. They are as follows, with Planner Lindstrom's answers in red:

- Page 3, Section 1, A, 5: I understand we can only keep the LOC or surety for 14 months, but not sure of 14 months from when? Or am I misunderstanding?

From the agreed commencement date on the letter/agreement.

- Page 4: I updated the approximate linear feet of trails from Chris Miller; 3,300.

I think this total includes the lake five trail which is separate (less the 1,880)

- Page 6: Item 6. What exactly is the Town Board to decide on and what are their options?

I would suggest leave it as is for now. But if it needed to be amendment, instead of no worse off I would suggest "...storm water drainage plan as designed and/or constructed does not provide reasonable storm water drainage within the development and/or creates additional storm water runoff impacts to the surrounding areas.

- Page 8: Item 5. We put it in yellow yesterday, said we'd come back to it. What exactly is the Town Board to decide on and what are their options?

Leave as is because we added 6 for street trees.

- Page 8, E, 5: What exactly is the Town Board to decide on and what are their options? I thought we took care of this in section 6 right below.

is this the same as above?

- Page 17, F: What is Exhibit I supposed to be?

Change to fee exhibit.

- Page 18: What is exhibit G supposed to be?

Once those items are addressed the Developer's Agreement is ready to be approved. Also, Resolution 04-18 is ready for adoption.

UPDATED: 2018-06-21

DEVELOPER'S AGREEMENT
FOR BARNWOOD CONSERVANCY
TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this 25th day of June, 2018, between Barnwood Conservancy, LLC, Wisconsin Limited Liability Company, 249 Pawling Avenue, Suite 201, Hartland, WI 53029, hereinafter called "DEVELOPER," and the Town of Lisbon in the County of Waukesha and the State of Wisconsin, hereinafter called the "TOWN."

WHEREAS, the DEVELOPER is the owner of approximately 75 acres of land in the TOWN, upon which the DEVELOPER desired to construct a 52-lot, low-density conservation subdivision, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Wis. Stat. § 236.13 provides that, as a condition of approval, the governing body of a municipality within which the subject lands lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned R-1 and utilizing a Residential Planned Unit Development (PUD), which allows the above development; and

WHEREAS, said SUBJECT LANDS received approval by the TOWN for a Residential Planned Unit Development (PUD) Overlay to allow for lots sizes of less than one acre. The development shall follow adopted PUD General Development Plan and Specific Development Plan details approved by the Town Board and Plan Commission.

WHEREAS, the DEVELOPER and TOWN desire to enter into this Agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the TOWN, and the TOWN agrees to accept said improvements, provided that said public improvements are constructed to municipal specifications, all applicable government regulations and this Agreement without cost to the TOWN; and

WHEREAS, this Agreement is necessary to implement the TOWN zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this Agreement, conditions approved by the TOWN Plan Commission and TOWN Board, conditions of certain agencies and individuals in the County, all TOWN ordinances and all laws and regulations governing said development;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise regulated by TOWN ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

DEVELOPER'S COVENANTS

I. IMPROVEMENTS

A. PUBLIC STREETS. The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the TOWN written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all federal, state, county and TOWN specifications, regulations and ordinances, and written proof from the TOWN Engineer evidencing review and approval of said plans.

2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, which is attached to this document, or final plat as the case may be and the plans and specifications on file in the TOWN Clerk's office dated June 25, 2018.

3. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and approved by the TOWN Board through the first lift of asphalt before any building permits are issued for said lot.

4. The first lift of the public streets will be completed and presented to the TOWN Board no later than September 21, 2018 or as extended by the TOWN Board.

5. The final lift of asphalt shall be placed on all public streets after at least one winter season, and after, unless extended by the TOWN Board. A minimum of 75 percent of the lots shall have homes constructed, unless the DEVELOPER requests paving before _(insert date)_____ (2 years) of Final Plat approval .

Commented [GG1]: 14 months?

6. The DEVELOPER shall maintain public streets, including snow plowing, until accepted by resolution by the TOWN Board.

7. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the TOWN Engineer.

8. The DEVELOPER shall have ultimate responsibility for cleaning up any and all construction related mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the TOWN Board. The TOWN shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within forty-eight (48) hours after receiving a notice from the TOWN. If said mud, dirt, stone or debris are not cleaned up after notification to the DEVELOPER, the TOWN Board will do so at the DEVELOPER'S and/or subject property owner's expense, at the option of the TOWN.

B. PATHWAYS, TRAILS & PARK SHELTER

Park and Public Recreational Trail Requirements to be installed by the Developer include:

1. Outlot 1

Outlot 1 shall be open to the public for general open space use and shall be recorded with an access easement, however such use, hours of operation and easement shall be subject to the terms, conditions and restrictions established by the Barnwood Conservancy Homeowners Association. General open space use shall not be more restrictive to the general public than for owners within the Barnwood Conservancy Homeowners Association.

2. Trail

As part of the construction of the Improvements, the Developer shall construct a Public Recreational Trail within and Outlots 1, 2, and 3 and a Public Recreational Trail approximately described as from the point of intersection where the southerly trail easement on Outlot 1 meets the road right of way to approximately 1,880 feet north to the northern limits of the subject property adjacent to Lisbon-Merton Union Cemetery. These are further detailed in **EXHIBIT A** The trail improvements shall consist of:

General Location	*Approx Length*	*Trail type*	*Finished Surface*	*Development Terms*
Primary-Easements on Outlots 1, 2, and 3.	3,300 LF	8' wide 12' wide easement	3" Asphalt	- Developer to pay actual cost for trail grading, crushed stone, restoration, and culverts.
Eastern Edge of Lake Five Road.	1,880 LF	10' wide 12' wide easement	3" Asphalt	- Developer to pay actual cost for trail grading, crushed stone, restoration, and culverts.

The trail grading requirements may be waived at any location, as recommended or approved by the Town Engineer or Town Board. The length of grading considered for reimbursement shall be adjusted accordingly.

Trails along the eastern edge of Lake Five Road shall meet the Wisconsin Department of Transportation Bicycle Facility Design Handbook design criteria for bicycles traveling 18 MPH.

DEVELOPER shall design trails to comply with the TOWN standards, which is located in the TOWN'S Chapter 12, Land Division and Development Ordinance, Addendum B, titled "Multi-Use Trails Standard", except for Section 3 (2) of the Ordinance, which shall be reduced to a 12 foot wide easement.

3. Shelter.

Developer shall construct a park shelter on Outlot 1 consisting of usable siding, cladding, or other material removed during the demolition of the existing barn. Shelter shall be open to the public as required by the required general access easement on Outlot 1; however such use, hours of operation and easement shall be subject to the terms, conditions and restrictions established by the Barnwood Conservancy Homeowners Association. General shelter use shall not be more restrictive to the general public than for owners within the Barnwood Conservancy Homeowners Association. Barnwood Conservancy Homeowners Association reserves the right to restrict access for scheduled use of the shelter by owners of the lots within the subdivision and residents of the Town of Lisbon.

C. SURFACE AND STORM WATER DRAINAGE. The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the TOWN written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and TOWN regulations, guidelines, specifications, laws and ordinances, and written proof that the TOWN Engineer and the

County Department of Environmental Resources, Division of Land Conservation, have reviewed and approved said plans.

2. During the terms of development, the DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications, and all applicable federal, state, county and TOWN regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the TOWN Engineer and the County Department of Environmental Resources, Division of Land Conservation, on file in the TOWN Clerk's office dated May 18, 2018, including where necessary as determined by the TOWN Engineer, curb, gutter, storm sewers, catch basins, and infiltration/retention/detention basins.

3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the TOWN Board before any building permits are issued.

4. The TOWN Board will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications.

5. If required, the DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the TOWN Board.

6. During the time of development or prior to acceptance of all public improvements, whichever is later, the TOWN retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the TOWN Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable storm water drainage within the development and surrounding area, no worse off??. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the TOWN may cause such work to be carried out and shall charge the cost of the same against the financial guarantee held by the TOWN pursuant to this Agreement.

7. The DEVELOPER shall furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the TOWN Engineer prior to the issuance of Building Permits, if required by the TOWN Engineer.

Commented [T2]: Delete, or set a standard for determining the rainfall amounts to be accommodated (eliminate arbitrary modifications unrelated to established standard).

Commented [GG3]: COME BACK TO THIS

Commented [dlin4]: Kept to ensure the stormwater management facilities are built to protect owners of homes in and around the subdivision prior to acceptance.

Commented [dlin5]: PC/Board Review

Per Developer Att: Per 5-7-18 meeting, the town indicated that this clause relates solely to modifications to "temporary" drainage measures during development. I suggest clarifying this point by inserting "temporary" at two locations noted.

It was noted by Town staff that issues could happen during development and the drainage plan may have to be amended if the original plan and calculations do not suffice and are causing drainage issues. Town Staff recommends not placing the work temporary because the modifications might be temporary in nature or permanent and require an amendment to the grading and drainage plan.

8. The DEVELOPER shall comply with all applicable requirements of Chapter 14, Article VIII of the Waukesha County Code of Ordinances (Storm Water Management and Erosion Control), and any future amendments thereto, including implementation of approved storm water management and erosion control plans. In accordance with an intergovernmental agreement entered between the TOWN and the County, the financial assurance held by the TOWN for purposes of enforcement of this Agreement may be utilized by Waukesha County for enforcement of Chapter 14, Article VIII.

D. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:

1. Prior to commencing site grading and execution, the DEVELOPER shall provide to the TOWN written certification from the DEVELOPER'S Engineer that said plan, once implemented, shall meet all federal, state, County and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, and written proof that the TOWN Engineer, Wisconsin Department of Natural Resources and the Army Corps of Engineers, if applicable, have approved said plans.

2. The DEVELOPER shall not materially deviate from the construction sequencing identified in the storm water management and erosion control plans without prior written approval to do so from the Wisconsin Department of Natural Resources and the TOWN Engineer, such approval not to be unreasonably withheld, conditioned, or delayed.

3. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances on or adjacent to the Property to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the TOWN Engineer, Wisconsin Department of Natural Resources and Army Corps of Engineers, if applicable. If needed, the DEVELOPER is responsible for obtaining all necessary consents from neighboring property owners required to comply with this Section II(E)(3); in the event the DEVELOPER is unable to obtain such consents despite its commercially reasonable good faith efforts, the TOWN and the DEVELOPER agree to cooperate in good faith to perform any required erosion control measures in a manner reasonably acceptable to the TOWN.

4. All disturbed areas of the Property and adjacent to the Property shall be restored in accordance with the approved plans and to the reasonable satisfaction of the TOWN Engineer.

5. Ditches shall be to final grade and seeded before occupancy permits will be issued.

E. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

1. To the extent practicable, the DEVELOPER agrees to preserve the existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, soil absorption waste disposal areas, paths, and trails by use of sound conservation practices. The Landscaping Plan as attached **EXHIBIT F** is hereby acceptable to the TOWN.

2. The DEVELOPER, as required by the TOWN, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the TOWN Engineer prior to the issuance of any building permits.

4. The TOWN of Lisbon has the right to trim and remove any features which would interfere with safe operation and maintenance of the TOWN right-of-ways and drainage ways.

5. Implement a landscape plan within the landscape easement set forth on the Plat as approved by the TOWN Engineer and TOWN Board.

Commented [dlin6]: Needs to be revised to include street trees.

6. DEVELOPER shall install no less than two, four-inch diameter trees in accordance with Section 12(8)(12) of the TOWN'S Chapter 12, Land Division and Development Ordinance, and DEVELOPER agrees to place said requirement in the Declaration of Restrictions. Before occupancy permits are issued for the respective lots, said improvements shall be installed.

F. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:

1. Street signs, traffic control signs, culverts, posts, and guard rails as required by the TOWN as listed on **EXHIBIT A** and in accordance with Chapter 12 (8)(11) of the TOWN'S Chapter 12, Land Division and Development Ordinance, shall be obtained and placed by the TOWN, and the cost thereof as set forth on said exhibit shall be paid by the DEVELOPER.

2. All traffic control signs and street signs, as required by the TOWN, will be installed within five (5) working days of the placement of the first lift of asphalt.

G. FIRE TANK PROTECTION: DEVELOPER shall pay a fee in the amount of $27,422 to the TOWN equivalent to the cost of an installed on-site water storage tank per the schedule listed in Section 8.14(A) of the Land Division and Development Ordinance.

H. OTHER UTILITIES. The Developer shall cause gas, electrical power, telephone, and cable television facilities to be installed in such a manner as to make adequate service available to each lot. All new electrical distribution lines, television cables, and telephone lines from which lots are individually served shall be underground unless the TOWN Board, in its sole discretion, specifically allows overhead poles for the following reasons:

1. Topography, soil, water table, solid rock, boulders, or other physical conditions which would make underground installation unreasonable or impractical; or

2. The lots to be served by said facilities can be served directly from existing overhead facilities.

II. TIME OF COMPLETION OF IMPROVEMENTS

A. The improvements set forth in Section I above shall be completed by the DEVELOPER in total within 12 months of the date of this Agreement being signed except as otherwise provided for in this Agreement.

B. The DEVELOPER shall, at the DEVELOPER'S expense, retain the services of a consulting engineer and such other professionals as necessary to provide construction administration and staking. The TOWN will provide periodic construction observation and material testing as necessary during the construction of the Improvements. Said construction review shall not relieve the contractor of any obligation to construct the Improvements in conformity with the plans and specifications, nor shall it in any manner make the TOWN or TOWN Engineer, an insurer of, nor relieve the contractor of, any obligations or guarantees concerning the contractor's performance. The DEVELOPER shall reimburse the TOWN for the actual costs of these services as set forth in Section XIV.

C. In addition to other site visits conducted by the TOWN to observe construction, the Town shall, in the company of a representative of the DEVELOPER'S engineer, make site visits and observe construction at the following stages of construction:

1. After installation of erosion control measures;
2. After the completion of grading;
3. During roll test of street subgrade;
4. During the installation of culverts;
5. During the placement of aggregate base course;
6. During paving;
7. Pre-final surface installation per Paragraph D of this Section below;
8. After completion of the Improvements.

The TOWN Engineer and TOWN shall be given notice of at least two full business days prior to the start of construction, as well as two full business days' notice of when each stage of construction is ready for inspection.

D. Seven (7) days prior to paving, the asphalt mix design(s) shall be provided to the TOWN Engineer for review. During paving, the paving contractor shall submit quality control testing results for actual pavement placed. If quality control testing results indicate the mix was not within mix limits when it was placed, the pavement is subject to removal at the DEVELOPER'S cost at the sole discretion of the TOWN. Also during paving, the TOWN shall conduct testing, including density testing, for binder and surface lifts according to the TOWN'S Public Infrastructure Inspection and Testing Policy. If results from pavement testing yield densities below specified minimums, the DEVELOPER shall be charged an amount as determined by the Fee Schedule in effect on the date of testing. The amount due shall be paid to the TOWN within 15 days of receipt of notice from the TOWN. If not paid by such date, the TOWN may charge interest at the annual percentage rate of 18% until paid, or may, if necessary and at its discretion, draw directly on the DEVELOPER'S surety.

Alternatively, the DEVELOPER may, with the approval of the TOWN Engineer, remove and replace pavement that does not meet the required specifications.

III. FINAL ACCEPTANCE

A. Throughout this Agreement, various stages of the development will require approval and/or acceptance by the TOWN. It is understood that building permits may be issued by the TOWN prior to the time of Final Acceptance of all of the improvements in the development. The one-year correction period provided for in this Agreement shall not commence to run until Final Acceptance is granted by the TOWN Board of all improvements. The issuance of building permits and approval of various items of development shall not commence the one-year correction period.

B. The Final Plat may be approved with conditions, in accordance with State Statutes, local and county ordinances, and all other applicable laws. If so, the DEVELOPER agrees to satisfy those conditions of approval prior to the TOWN signing the Final Plat.

IV. DEDICATION OF IMPROVEMENTS

Subject to all of the other provisions of this Agreement, the DEVELOPER shall, without charge to the TOWN, upon completion of the above-described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the TOWN, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the TOWN shall have the right to connect or integrate other improvements as the TOWN decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the TOWN Board. All improvements will be accepted by the TOWN Board by separate resolution at such time as such improvements are in acceptable form and according to the TOWN specifications. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the TOWN, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

V. ACCEPTANCE OF WORK AND DEDICATION

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the TOWN as set forth herein, the same shall be accepted by the TOWN Board if said improvements have been completed as required by this Agreement and as required by all federal, state, county or TOWN guidelines, specifications, regulations, laws and ordinances. The TOWN agrees to take all necessary actions to accept the improvements upon request of the DEVELOPER once the improvements meet TOWN specifications.

VI. GUARANTEES OF IMPROVEMENTS

A. GUARANTEE: The DEVELOPER shall guarantee, after Final Acceptance, the public improvements and all other improvements described in Section I hereof against defects due to faulty materials or workership, provided that such defects appear within a period of one year from the date of Final Acceptance, by providing the TOWN with a letter of credit in a form acceptable to the TOWN Attorney in an aggregate amount of one hundred twenty percent (120%) of the total cost of all improvements. The

DEVELOPER shall pay for any damages to TOWN property and/or improvements resulting from such faulty materials or workership. This guarantee shall not be a bar to any action the TOWN might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to TOWN property and/or improvements, and the TOWN is required to draw against the letter of credit on file with the TOWN, the DEVELOPER is required to replenish said monies up to the aggregate amount of one hundred twenty percent (120%) of the total cost of all improvements.

B. OBLIGATION TO REPAIR: The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the TOWN Board at the expiration of the guarantee period.

C. NOTICE OF REPAIR: If during said guarantee period the improvements shall, in the reasonable opinion of the TOWN Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workership, the DEVELOPER shall, upon notification by the TOWN of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the TOWN in the aforementioned notification, after notice has been sent as provided herein, the TOWN Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the TOWN Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the TOWN Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. MAINTENANCE PRIOR TO ACCEPTANCE

1. Until acceptance of the improvements by the TOWN, all improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the TOWN Board. This maintenance shall include routine maintenance, such as crack filling, roadway patching, snow plowing and the like, except as limited in Section D (4) below. In cases where emergency maintenance is required, the TOWN Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the TOWN Board. If after reasonable notice to the DEVELOPER, the DEVELOPER fails to meet this requirement, the TOWN Board will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.

3. In the event drainage problems arise within the subject property or related activities on the subject property, the DEVELOPER shall correct such problems to the satisfaction of the TOWN. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the TOWN Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

~~3.~~4. The TOWN shall snowplow the subdivision streets, except for Pintail Court as shown on the Preliminary Plat, subsequent to installation of the first lift of asphalt.

E. DEFINITION: For purposes of this Agreement and by way of definition, the parties agree to comply with the general standards acceptable in the particular industry or common practice.

VII. TOWN RESPONSIBILITY FOR IMPROVEMENTS

The TOWN shall NOT be responsible to perform repair, maintenance on any improvements until Final Acceptance by the TOWN Board.

VIII. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT

If DEVELOPER proceeds with the installation of public improvements or other work on the site prior to approval of the final plat, it proceeds at its own risk as to whether or not the final plat will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site, shall notify the TOWN of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on site, prior to approval of the final plat. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the TOWN Engineer.

IX. FINANCIAL GUARANTEE

Prior to the execution of this Agreement by the TOWN Board, the DEVELOPER shall file with the TOWN a letter of credit setting forth terms and conditions in a form approved by the TOWN Attorney in the amount as approved by the TOWN Engineer as a guarantee that the DEVELOPER will perform all terms of this Agreement no later than one year from the signing of this Agreement except as otherwise set forth in this Agreement. If at any time:

A. The DEVELOPER is in default of any aspect of this Agreement, or

B. The DEVELOPER fails to maintain such letter of credit during the term of this Agreement and fails to provide the TOWN with proof of renewal of such letter of credit at least thirty (30) days prior to the expiration date, if any, of such letter of credit; or

C. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this Agreement unless otherwise extended by this Agreement or by action of the TOWN Board, or

D. If the DEVELOPER fails to provide the TOWN with proof of renewal of the letter of credit at least thirty (30) days prior to its expiration date; or

E. The DEVELOPER fails to maintain a letter of credit in an amount approved by TOWN Engineer, and in a form approved by the TOWN Attorney; the DEVELOPER shall be deemed in violation of this Agreement and the TOWN Board shall have the right to draw upon the letter of credit.

The lending institution providing the irrevocable Letter of Credit shall pay to the TOWN all sums available for payment under the irrevocable Letter of Credit upon demand, subject to the terms and conditions of the irrevocable Letter of Credit, and upon its failure to do so, in whole or in part, the TOWN shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

The security shall be provided no later than ten (10) days before the commencement of the installation of the improvements.

No land surface disturbance or construction shall commence within this Development prior to the DEVELOPER providing surety for the Improvements.

X. REDUCTION AND RELEASE OF GUARANTEE

The amount of the Letter of Credit will be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed and paid for, provided that the remaining letter of credit is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the TOWN Engineer and TOWN Board.

XI. BUILDING AND OCCUPANCY PERMITS

It is expressly understood and agreed that no building or occupancy permits shall be issued for any homes, including model homes, until the TOWN Engineer has determined that:

1. The installation of the first lift of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the TOWN Board.

2. All required grading plans have been submitted to, reviewed by and approved by the TOWN Engineer.

3. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this Agreement (if wooded lot). The storm water management plan was approved based upon wooded lots and corresponding runoff coefficients. No trees shall be removed from any buildable lot prior to the issuance of a building permit. A building survey showing the size and location of existing trees, which are proposed to be removed for the home construction, shall be submitted to the TOWN Engineer for approval prior to issuance of a building permit.

4. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.

5. The DEVELOPER is not in default of any aspect of this Agreement.

XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS

The TOWN reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this Agreement.

No house construction shall commence on any lot until:

1. Asphalt binder (and shoulder stone) is in place on all street frontages.
2. Street and regulatory signs are in place and the TOWN has been reimbursed for costs incurred.
3. Driveway culvert map has been approved.
4. All applicable TOWN Standards have been met.
5. Recorded version of Final Plat documents have been provided to the TOWN.
6. All other subdivision street and drainage Improvements are substantially complete.

XIII. MISCELLANEOUS REQUIREMENTS

The DEVELOPER shall:

A. EASEMENTS: Provide any easements including vision easements on SUBJECT LANDS deemed necessary by the TOWN Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.

B. MANNER OF PERFORMANCE: Cause all construction called for by this Agreement to be carried out and performed in a good and worker like manner.

C. SURVEY MONUMENTS: Properly place and install any lot, block or other monuments required by State Statute, TOWN Ordinance or the TOWN Engineer.

D. DEED RESTRICTIONS: Execute and record deed restrictions and provide proof of recording prior to sale of lots for the SUBJECT LANDS in the form attached hereto, made a part hereof, and marked **EXHIBIT B**.

1. LOT GRADE: Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the TOWN Engineer on file in the office of the TOWN Clerk. The DEVELOPER and/or the TOWN and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

2. ISSUANCE OF BUILDING PERMIT/GRADES: Prior to the issuance of a building permit for a specific lot, lot owner and/or their agent shall furnish to the Building Inspector of the TOWN a copy of the stake out survey, which is based on USGS Vertical Datum, showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

E. PERMITS: Provide and submit to the TOWN requesting the same, valid copies of any and all governmental agency permits.

F. PARK AND PUBLIC SITE DEDICATION FEES: To pay as provided in the TOWN'S Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites. The fee for the entire development shall be paid prior to final approval of the final plat. All applicable fees for this development are attached on **EXHIBIT I** which is incorporated herein by reference.

G. NOISE: Make every effort to minimize noise, dust, and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 6:00 AM and it shall end before 6:00 PM, Sunday through Saturday. Construction shall be limited to 7:00 AM to 12:00 Noon on Saturdays, and there shall be no construction activities on Sundays and holidays.

H. DOCUMENTS: The DEVELOPER shall provide three (3) complete sets of recorded final plat documents to the TOWN including, but not limited to:

1. A full-size Final Plat.
2. An 11" x 17" or smaller Final Plat.
3. AutoCAD version of Final Plat document.
4. Deed Restrictions and Protective Covenants.
5. Other documents recorded with the Register of Deeds, or as determined by the Town Attorney.

XIV. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES

The DEVELOPER shall pay and reimburse the TOWN promptly upon billing for all reasonable fees, expenses, costs and disbursements which shall be incurred by the TOWN in connection with this subdivision or relative to the construction, installation, dedication and acceptance of the subdivision improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the TOWN pursuant to this Agreement, or assessed against the subdivision land as a special charge pursuant to §66.027, Wis. Stats. All applicable fees set forth on **EXHIBIT E** to this development are set.

XV. GENERAL INDEMNITY

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the TOWN, its officers, agents, employees and independent contractors related to the actions and conduct of DEVELOPER conducted in accordance of this Agreement as stated above by any party or parties. This indemnity is limited to the conduct of the DEVELOPER or its agents and shall not apply to conduct of third parties in the development or any subsequent changes to the property involved in the development.

XVI. INSURANCE

The DEVELOPER, its contractors, suppliers, and any other individual working on the SUBJECT PROPERTY shall maintain at all times until the expiration of the guarantee period insurance coverage in the forms and in the amounts as set forth on **EXHIBIT G**.

Commented [GG7]: Need exhibit attached

XVII. EXCULPATION OF TOWN CORPORATE AUTHORITIES

The parties mutually agree that the TOWN Chair of the TOWN Board and/or the TOWN Clerk entered into and are signatory to this Agreement solely in their official capacity and not individually and shall have no personal liability or responsibility hereunder and personal liability as may otherwise exist being expressly released and/or waived.

XVIII. GENERAL CONDITIONS AND REGULATIONS

All provisions of the TOWN Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

XIX. PLANNED UNIT DEVELOPMENT (PUD)

The development shall follow adopted PUD General Development Plan (GDP) and Specific Development Plan (SDP) details approved by the Town Board and Plan Commission. The PUD GDP and SIP details are include as **EXHIBIT H** to this agreement.

XX. COMPLIANCE WITH CODES AND STATUTES

The DEVELOPER shall comply with all current applicable codes of the TOWN, County, State, and federal government, and further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the TOWN, County, State, or federal government.

XXI. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional preliminary plat approval and a conditional final plat approval by the TOWN of Lisbon. The DEVELOPER and the TOWN further agree that they are bound by these conditions. A copy of the conditional preliminary plat approval for the subject property is attached hereto and incorporated herein as **EXHIBIT C**, and the conditional final plat approval for the subject property is incorporated herein as **EXHIBIT D**. If there is a conflict between the conditions as forth in said conditional approvals and the DEVELOPER'S Agreement, the more restrictive shall apply.

XXII. ASSIGNMENT

The DEVELOPER shall not assign this Agreement without the prior written consent of the TOWN. The assignee must agree to all terms and conditions of this document in writing.

XXIII. PARTIES BOUND

The DEVELOPER or its assignees shall be bound by the terms of this Agreement or any part herein as it applies to any phase of the development of the subdivision.

XXIV. HEIRS & ASSIGNS

This Agreement is binding upon the DEVELOPER, owners, their heirs, their assigns, and successors, and all future owners of the SUBJECT LANDS.

XXV. REVIEW PROCESS

If the TOWN Engineer and DEVELOPER cannot agree with the decision of the TOWN Engineer, then DEVELOPER shall have the right to have the matter reviewed by the TOWN Attorney or TOWN Board and to present such evidence as may be warranted. The TOWN Attorney or TOWN Board may modify, correct, or affirm the TOWN Engineer's decision.

XXVI. AMENDMENTS

The TOWN and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the TOWN Board. The TOWN shall not, however, consent to an amendment until after first having received a recommendation from the TOWN'S Plan Commission.

IN WITNESS WHEREOF, the DEVELOPER and the TOWN have caused this Agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

DEVELOPER:

By:_____
Authorized Signatory

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2018, the above named

_____, Authorized Signatory of _____, to me known

to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My commission:

TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

By:_____
Joseph Osterman, Chairman

By:_____
Gina C. Gresch, Interim Admin. & Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2018_, the above named Joseph Osterman and Gina Gresch, TOWN Chairman and TOWN Interim Administrator & TOWN Clerk respectively, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be the TOWN Chairman and TOWN Interim Administrator & TOWN Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the TOWN Board from their meeting on Monday, June 25, 2018.

_____
Notary Public, State of Wisconsin
My commission: _____

APPROVED AS TO FORM:

_____
TOWN Attorney

ATTACHMENTS:
EXHIBIT A: Site Development Plan
EXHIBIT B: Declarations of Restrictions
EXHIBIT C: Preliminary Plat
EXHIBIT D: Final Plat
EXHIBIT E: Dedication Fees
EXHIBIT F: Landscape Plan
EXHIBIT G: Insurance
EXHIBIT H: GDP/SDP
EXHIBIT I: Fee Exhibit

This document drafted 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

BARNWOOD CONSERVANCY, LLC DEVELOPERS AGREEMENT

EXHIBIT A - SITE DEVELOPMENT PLAN

~ Attached ~

BARNWOOD CONSERVANCY, LLC DEVELOPER'S AGREEMENT

EXHIBIT A

(supplement)

Legal description for Barnwood Conservancy

The Land is described as follows:

The West 1/2 of the Northeast 1/4 of Section 19, Township 8 North, Range 19 East, in the Town of Lisbon, County of Waukesha, State of Wisconsin.

EXCEPTING therefrom premises conveyed to Lisbon and Merton Union Cemetery by Deed recorded in Volume41 of Deeds, Page 116 and Deed recorded in Volume 1062 of Deeds, Page 254, as Document No. 670866.

ALSO EXCEPTING therefrom premises conveyed to Waukesha County in Volume 683 of Deeds, Page 160, as Document No. 425613.

BARNWOOD CONSERVANCY

SINGLE FAMILY SUBDIVISION

SITE DEVELOPMENT PLANS

TOWN OF LISBON, WISCONSIN

EXHIBIT A

RECEIVED
By Gina Gresch at 9:02 am, Jun 07, 2018

GENERAL NOTES

1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.

   –STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
   –THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
   –WDNR STORMWATER RUNOFF TECHNICAL STANDARDS.
   –WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
   –TOWN OF LISBON DEVELOPMENT STANDARDS, LATEST EDITION.

2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.

3. EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.

4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.

5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800–242–8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY

6. EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS–BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.

7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

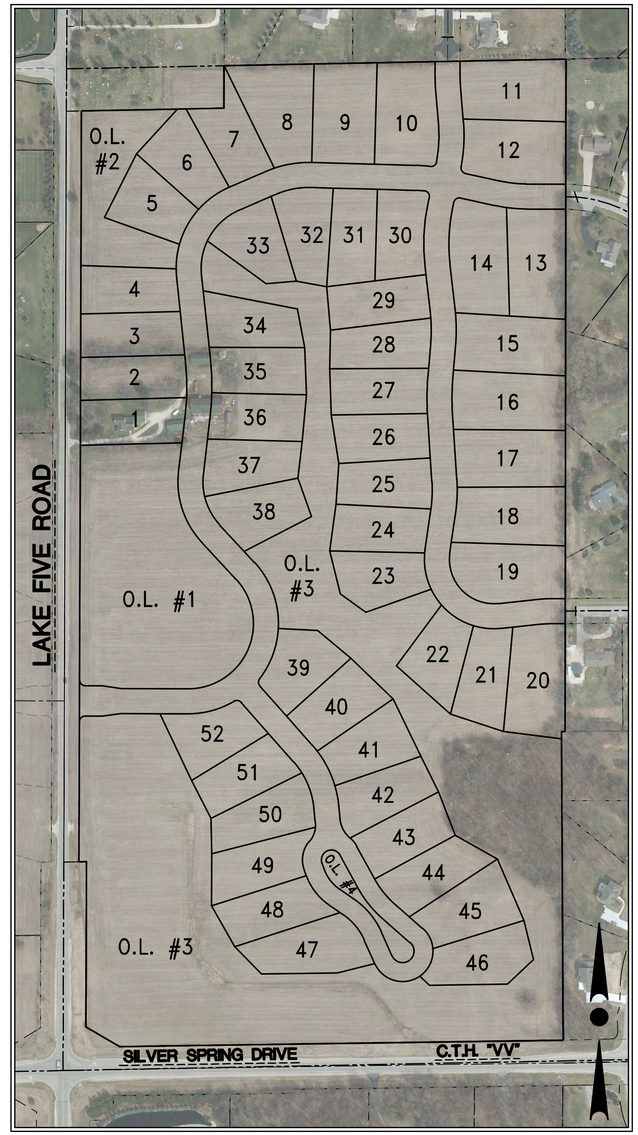
8. ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.

9. ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.

10. ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.

11. THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS BY SWEEPING BEFORE THE END OF THE WORKING DAY AND MAINTAIN ALL EROSION CONTROL MEASURES.

LOCATION MAP
NOT TO SCALE



SITE PLAN
SCALE: 1" = 200'

ENGINEER / SURVEYOR:
TRIO ENGINEERING, LLC
12660 W. NORTH AVENUE, BLDG. "D"
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790–1480
FAX: (262) 790–1481

DEVELOPER:
MILLER MARRIOTT CUSTOM HOMES
301 PAWLING AVENUE
HARTLAND, WI 53029
PHONE: (262) 369–0531

SHEET INDEX

CIVIL		
T1	–	COVER SHEET
C0.10–C0.20	–	PROPOSED SITE PLAN
C1.00	–	OVERALL SITE GRADING PLAN
C1.01–C1.03	–	PROPOSED GRADING & DRAINAGE PLANS
C1.04–C1.07	–	PROPOSED POND DETAIL PLANS
C2.00	–	EROSION CONTROL PLAN
C3.00	–	OVERALL SEPTIC PLAN
C4.00	–	STORM SEWER SYSTEM PLAN
C4.01–C4.06	–	ROADWAY AND STORM SEWER PLAN & PROFILE
C4.07–C4.08	–	STORM SEWER PLAN & PROFILE
C5.00–C5.02	–	INTERSECTION, RAMPS & CUL–DE–SAC DETAILS
C6.00–C6.01	–	CONSTRUCTION NOTES & DETAILS

CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1–800–242–8511

NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

WISCONSIN
JOSHUA D. PUDELKO
E–39420
WAUWATOSA, WI
PROFESSIONAL ENGINEER

TRIO
DESIGN • LAND SURVEYING
CIVIL ENGINEERING
12660 W. NORTH AVENUE, BLDG. D
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

PROJECT:
BARNWOOD CONSERVANCY
SINGLE FAMILY SUBDIVISION
TOWN OF LISBON, WISCONSIN
BY: MILLER MARRIOTT CONSTRUCTION CO LLC
249 PAWLING AVENUE, SUITE 201
HARTLAND, WI 53029

REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE:
JUNE 1, 2018

JOB NUMBER:
17017

DESCRIPTION:
COVER SHEET

SHEET
T1

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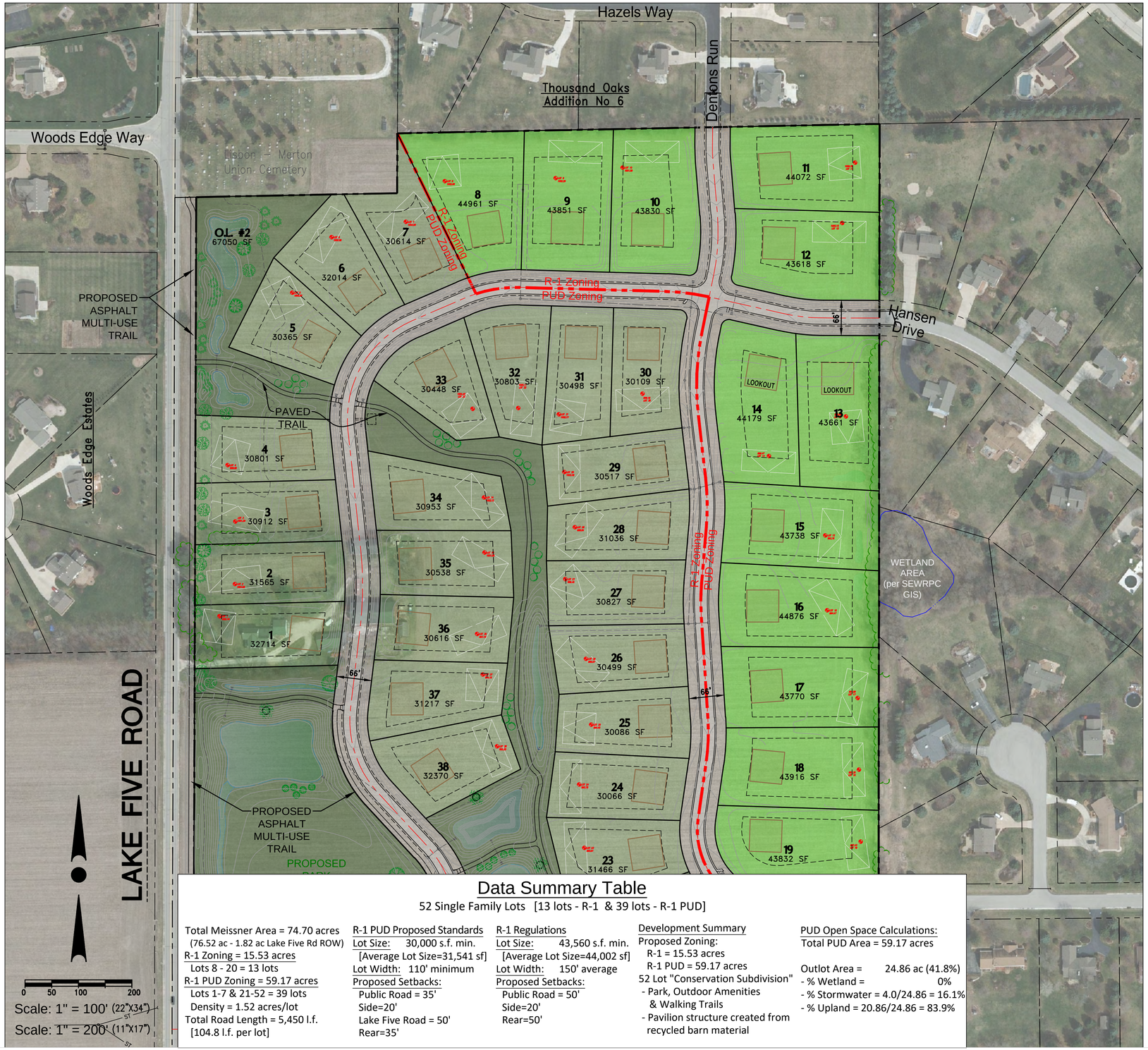

Data Summary Table

52 Single Family Lots [13 lots - R-1 & 39 lots - R-1 PUD]

Total Meissner Area = 74.70 acres
(76.52 ac - 1.82 ac Lake Five Rd ROW)
R-1 Zoning = 15.53 acres
Lots 8 - 20 = 13 lots
R-1 PUD Zoning = 59.17 acres
Lots 1-7 & 21-52 = 39 lots
Density = 1.52 acres/lot
Total Road Length = 5,450 l.f.
[104.8 l.f. per lot]

R-1 PUD Proposed Standards
Lot Size: 30,000 s.f. min.
[Average Lot Size=31,541 sf]
Lot Width: 110' minimum
Proposed Setbacks:
Public Road = 35'
Side=20'
Lake Five Road = 50'
Rear=35'

R-1 Regulations
Lot Size: 43,560 s.f. min.
[Average Lot Size=44,002 sf]
Lot Width: 150' average
Proposed Setbacks:
Public Road = 50'
Side=20'
Rear=50'

Development Summary
Proposed Zoning:
R-1 = 15.53 acres
R-1 PUD = 59.17 acres
52 Lot "Conservation Subdivision"
- Park, Outdoor Amenities & Walking Trails
- Pavilion structure created from recycled barn material

PUD Open Space Calculations:
Total PUD Area = 59.17 acres

Outlot Area = 24.86 ac (41.8%)
- % Wetland = 0%
- % Stormwater = 4.0/24.86 = 16.1%
- % Upland = 20.86/24.86 = 83.9%

BARNWOOD CONSERVANCY
LISBON, WISCONSIN

Meissner Property

Lake Five Rd & CTH VV
Town of Lisbon, WI
Developed By:

miller marriott
CONSTRUCTION CO LLC
249 Pawling Ave, Suite 201
Hartland, WI 53029

INDIVIDUAL LOT WELL NOTE:
ALL WELLS SHALL BE LOCATED WITHIN 50' OF THE FRONT LOT LINE TO ENSURE PROPER SEPARATION TO SEPTIC SYSTEMS AND STORMWATER MANAGEMENT AREAS.

PROPOSED YARD GRADE NOTE:
THE LOWEST EXPOSED YARD GRADE OF ANY PERMANENT STRUCTURE OR HOME SHALL BE ELEVATION 994.5 OR HIGHER TO PROVIDE 2' VERTICAL SEPARATION TO THE PEAK 100-YR ELEVATION OF THE STORMWATER AREA.

WISCONSIN PROFESSIONAL ENGINEER
JOSHUA D. PUDELKO
E-39420
WAUWATOSA, WI

TRIO
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BROOKFIELD, WI 53005
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FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

PROJECT:
BARNWOOD CONSERVANCY
SINGLE FAMILY SUBDIVISION
TOWN OF LISBON, WISCONSIN
BY: MILLER MARRIOTT CONSTRUCTION CO LLC
249 PAWLING AVENUE, SUITE 201
HARTLAND, WI 53029

REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE:
JUNE 1, 2018

JOB NUMBER:
17017

DESCRIPTION:
PROPOSED SITE PLAN - NORTH

SHEET
C0.10

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0 50 100 200

Scale: 1" = 100' (22"X34")

Scale: 1" = 200' (11"X17")

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WISCONSIN · JOSHUA D. PUDELKO · E-39420 · WAUWATOSA, WI · PROFESSIONAL ENGINEER

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HARTLAND, WI 53029

REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE: JUNE 1, 2018

JOB NUMBER: 17017

DESCRIPTION: PROPOSED SITE PLAN - SOUTH

SHEET C0.20

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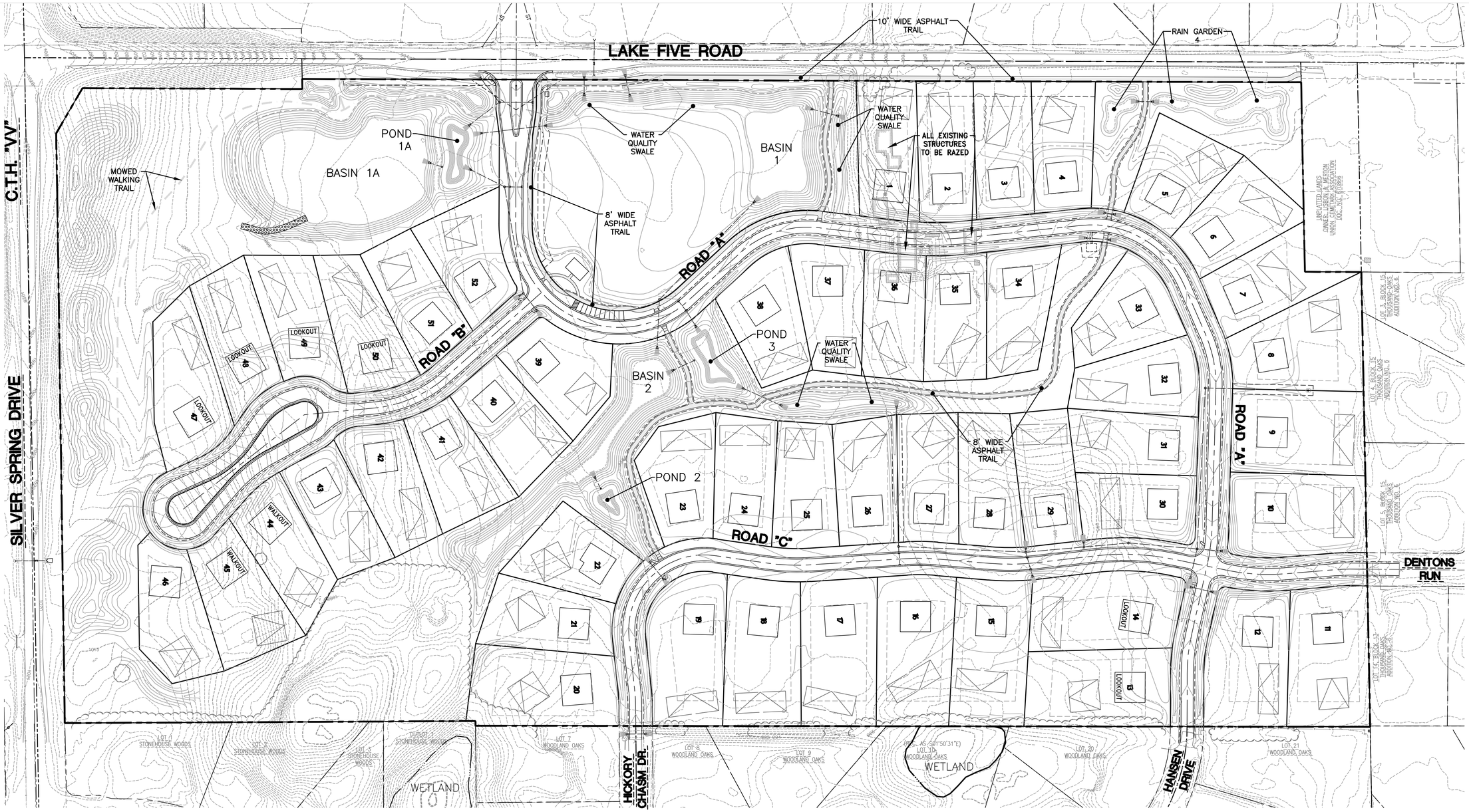

0 50 100 200

SCALE: 1" = 100' (22"X34")
SCALE: 1" = 200' (11"X17")

LEGEND:

995	– EXISTING CONTOUR
995	– PROPOSED INTERIM CONTOUR
×995.0	– PROPOSED SPOT ELEVATION
←	– PROPOSED FLOW ARROW
FG 995.0	– PROPOSED YARD GRADE
EXP 986.0	– PROPOSED EXPOSURE GRADE
	– SOIL BORING LOCATION

000064

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REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE: JUNE 1, 2018

JOB NUMBER: 17017

DESCRIPTION: OVERALL GRADING PLAN

SHEET C1.00

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LEGEND:

995	– EXISTING CONTOUR
995	– PROPOSED INTERIM CONTOUR
×995.0	– PROPOSED SPOT ELEVATION
⟵	– PROPOSED FLOW ARROW
FG 995.0	– PROPOSED YARD GRADE
EXP 986.0	– PROPOSED EXPOSURE GRADE
⊕	– SOIL BORING LOCATION

0 25 50 100

SCALE: 1" = 50' (22"X34")
SCALE: 1" = 100' (11"X17")

WISCONSIN PROFESSIONAL ENGINEER
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REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE: JUNE 1, 2018

JOB NUMBER: 17017

DESCRIPTION: GRADING PLAN NORTH

SHEET C1.01

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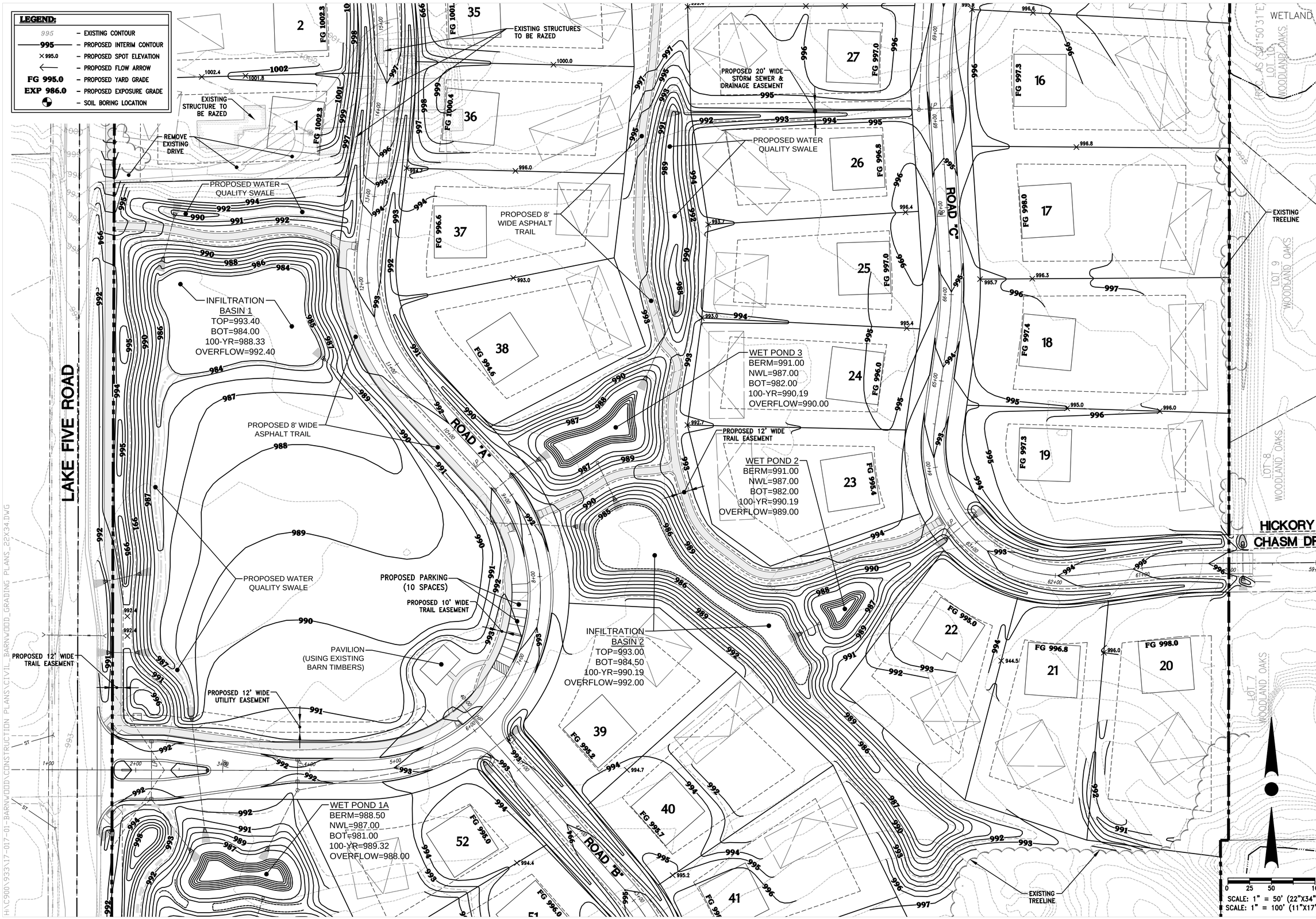

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REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE: JUNE 1, 2018

JOB NUMBER: 17017

DESCRIPTION: GRADING PLAN CENTER

SHEET C1.02

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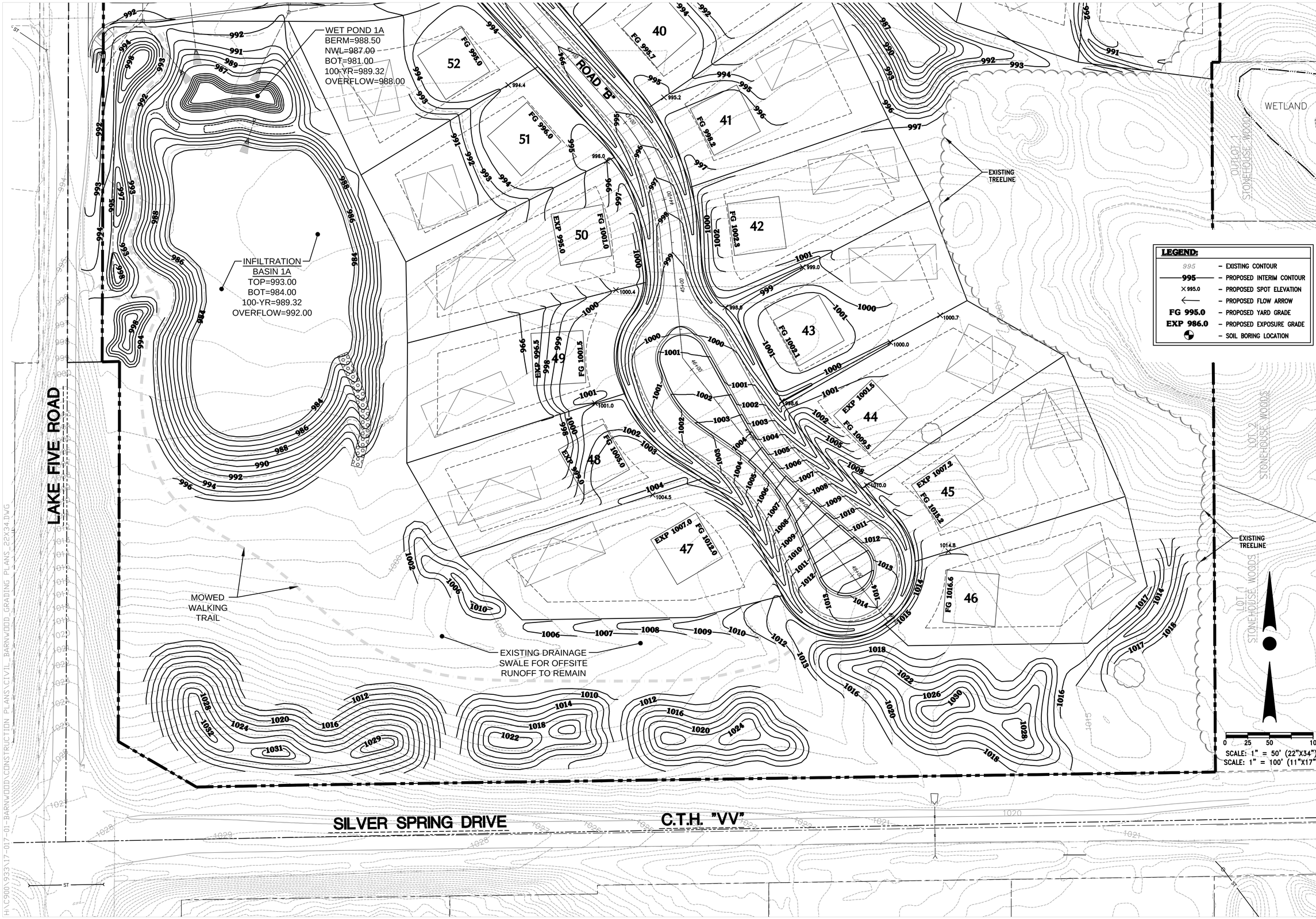

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REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE: JUNE 1, 2018

JOB NUMBER: 17017

DESCRIPTION: GRADING PLAN SOUTH

SHEET C1.03

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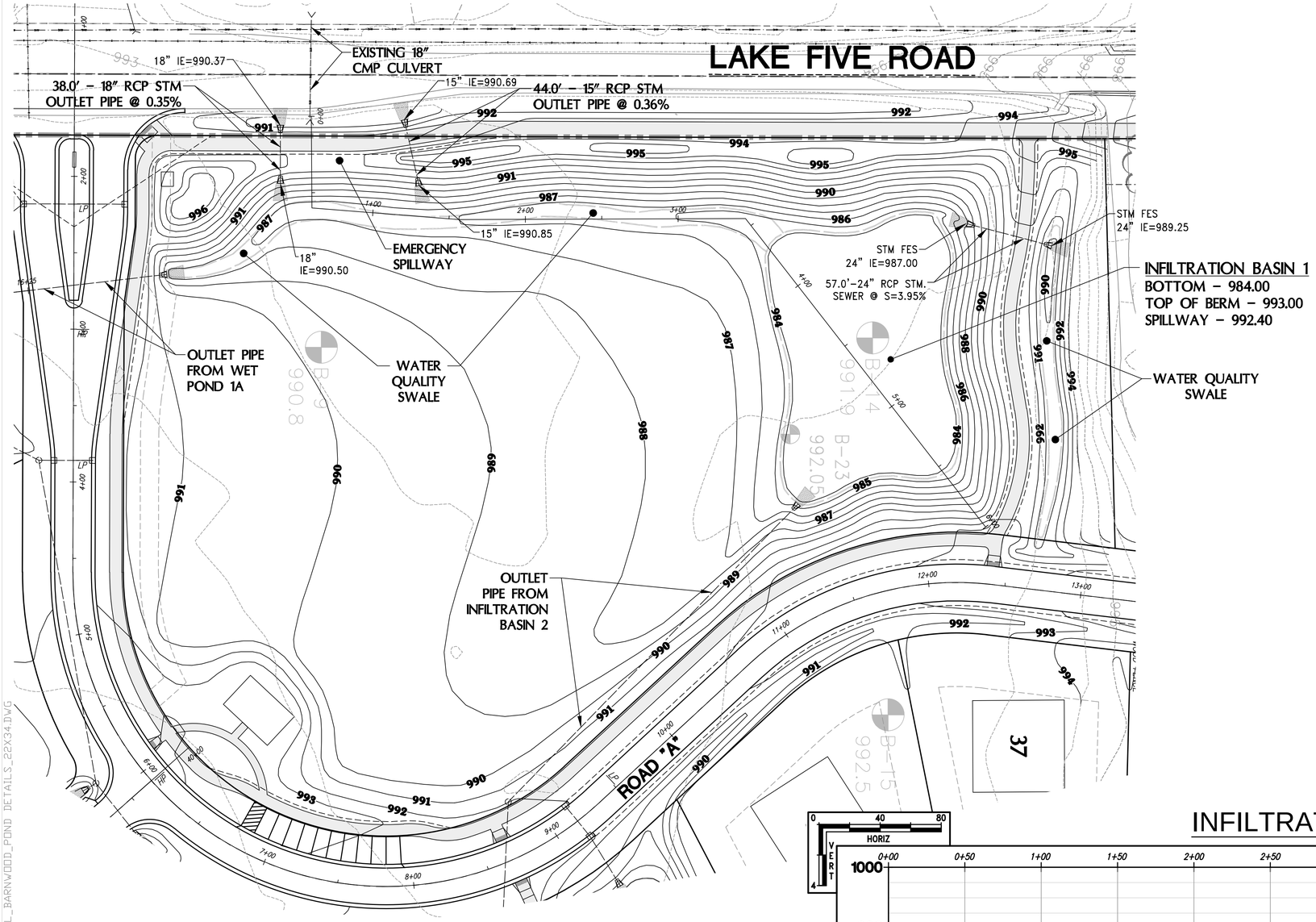
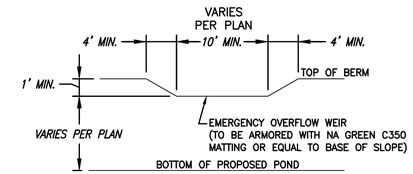




TYPICAL EMERGENCY OVERFLOW WEIR DETAIL

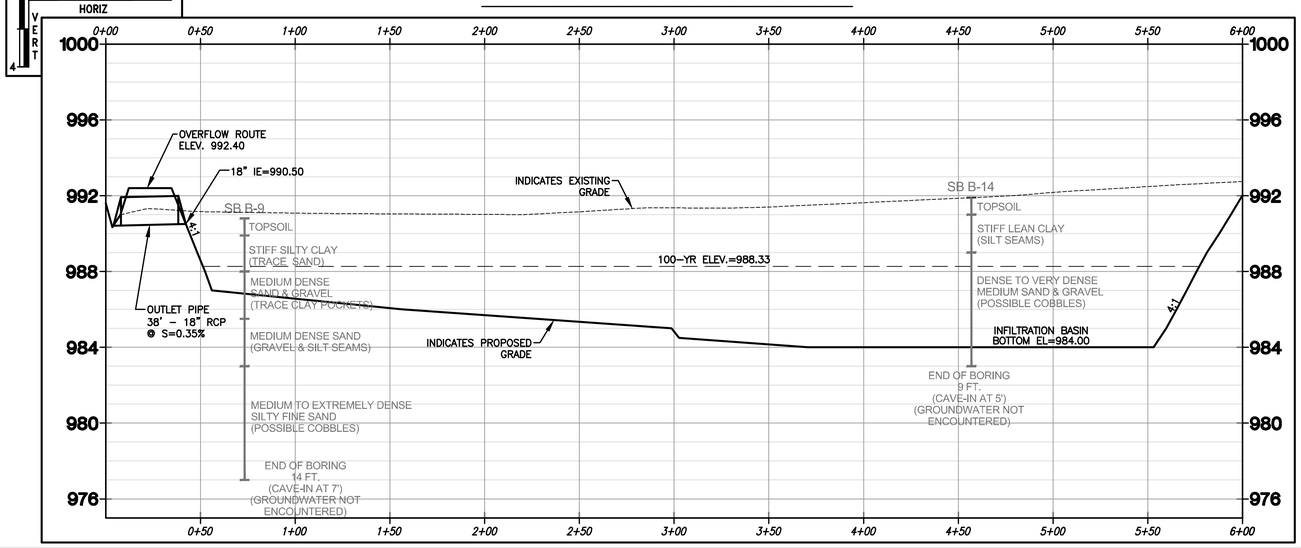
NOT TO SCALE

NOTE: GRADES FOR TOP OF BERM, OVERFLOW SPILLWAY, AND BOTTOM OF POND SHALL BE PER PLAN.

INFILTRATION BASIN CONSTRUCTION NOTES

1. THE PERMANENT INFILTRATION BASIN SHALL BE CONSTRUCTED AS PART OF THE INITIAL CONSTRUCTION PROJECT.
2. ONCE CONSTRUCTION OF A PERMANENT INFILTRATION BASIN BEGINS, THE INFILTRATION BASIN BOTTOM SHALL BE CORDONED OFF OR SOMEHOW DESIGNATED AS BEING PROTECTED FROM COMPACTION FROM HEAVY EQUIPMENT.
3. TOPSOIL & OVERBURDEN SHALL BE OVER-EXCAVATED AS NECESSARY TO EXPOSE SANDY SOILS SUITABLE FOR STORMWATER INFILTRATION, AS VERIFIED BY THE GEOTECHNICAL ENGINEER.
   3.1. A POST CONSTRUCTION INFILTRATION TEST IS REQUIRED FOR EACH INFILTRATION BASIN, WITH RESULTS PROVIDED TO THE PABST FARMS JOINT STORMWATER DISTRICT.
4. BASIN CONSTRUCTION SHALL BE SUSPENDED IN PERIODS OF RAINFALL AND SNOWMELT AND SHALL REMAIN SUSPENDED IF PONDED WATER IS PRESENT.
5. REFER TO THE LANDSCAPE PLAN FOR FINAL SPECIFICATIONS AND INFORMATION FOR INFILTRATION BASIN PLANTINGS, STABILIZATION, ETC. ANY INFORMATION SHOWN ON THE SITE CIVIL PLANS RELATED TO PLANTINGS/EXPOSED SOILS/INFILTRATION ZONES/ETC. SHALL BE SUPERCEDED BY THE LANDSCAPE PLAN. FINAL LANDSCAPING MAY NOT OCCUR UNTIL THE FOLLOWING CONSTRUCTION SEASON (ONCE THE TRIBUTARY AREA IS STABILIZED).
6. DURING CONSTRUCTION, INFILTRATION BASIN MAY REQUIRE PERIODIC REMOVAL OF SEDIMENT ACCUMULATED IN THE BOTTOM OF THE BASIN. THIS IS NECESSARY TO KEEP THE INFILTRATION BASINS INFILTRATING AT A HIGHER RATE; IMPORTANT TO THIS SITE THAT IS REQUIRED TO INFILTRATE 100% OF ALL RUNOFF. SEDIMENT REMOVED FROM BASIN BOTTOMS SHALL BE PLACED IN AN AREA UPSLOPE OF A WET FOREBAY.
7. STRAW WATTLE IS PROPOSED TO BE INSTALLED ACROSS THE BASIN BOTTOM TO ISOLATE THE HEAVIEST SEDIMENT ACCUMULATION IN AREAS CLOSEST TO THE WET POND, MAKING PERIODIC MAINTENANCE MORE CONVENIENT.
8. REFER TO THE STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT FOR POST-CONSTRUCTION MAINTENANCE ACTIVITIES, INCLUDING MAINTENANCE OF THE INFILTRATION BASINS.

INFILTRATION BASIN 1



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
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WISCONSIN PROFESSIONAL ENGINEER
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PROJECT:
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SINGLE FAMILY SUBDIVISION
TOWN OF LISBON, WISCONSIN
BY: MILLER MARRIOTT CONSTRUCTION CO LLC
249 PAWLING AVENUE, SUITE 201
HARTLAND, WI 53029

REVISION HISTORY

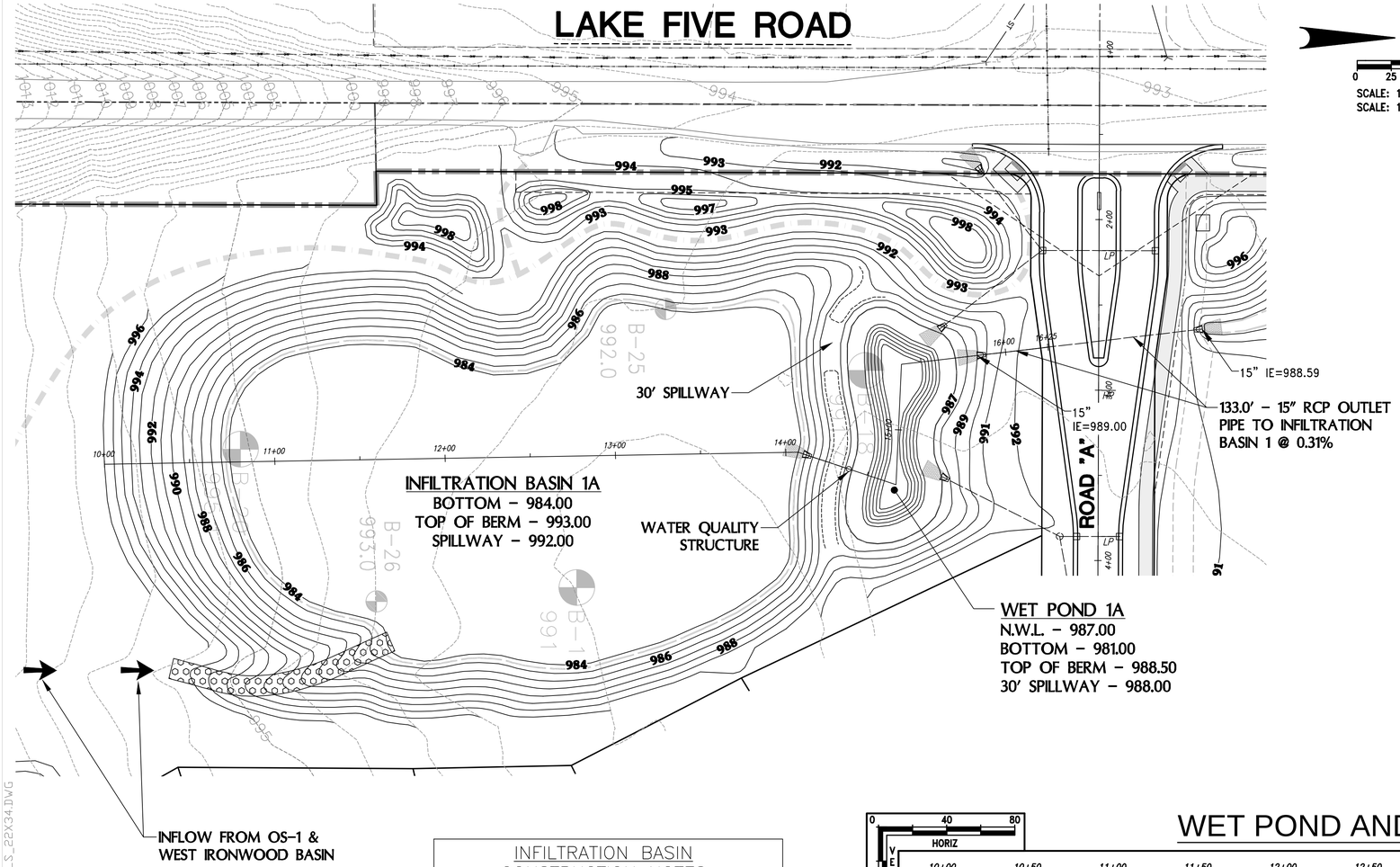
DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE: JUNE 1, 2018

JOB NUMBER: 17017

DESCRIPTION: BASIN 1 DETAIL

SHEET C1.04



SCALE: 1" = 40' (22"X34")
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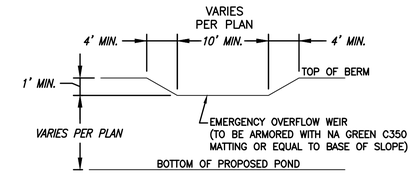

TYPICAL EMERGENCY OVERFLOW WEIR DETAIL

NOT TO SCALE

NOTE: GRADES FOR TOP OF BERM, OVERFLOW SPILLWAY, AND BOTTOM OF POND SHALL BE PER PLAN.

CLAY LINER NOTE:
- 2' THICK CLAY LINER IN ACCORDANCE WITH WDNR TECH. STD. 1001 TYPE B, AND SOILS REPORT.
- CLAY LINER MATERIALS SHOULD BE COMPACTED TO A MINIMUM OF 90 TO 92% DRY DENSITY AS DETERMINED BY MODIFIED PROCTOR (ASTM D1557)
- IF PREDOMINANTLY GRANULAR TEXTURE SOILS AND/OR GROUNDWATER INFLOW IS ENCOUNTERED AT OR BELOW THE BOTTOM ELEVATION OF THE POND, A "SACRIFICIAL" LIFT OF CLAYEY FILL MAY BE REQUIRED TO BE PLACED ALONG THE SIDEWALLS AND BASE PRIOR TO COMMENCING WITH ACTUAL LINER PLACEMENT/CONSTRUCTION TO AID IN ATTAINING A SATISFACTORILY COMPACTED LINER SECTION. THE PLACEMENT OF A "SACRIFICIAL" LAYER IS PARTICULARY BENEFICIAL IN CREATING A STABLE SUBBASE IN THE EVENT SLIGHT GROUNDWATER SEEPAGE OCCURS.
- GEOTECHNICAL TESTING SHALL BE PERFORMED ON POTENTIAL CLAY LINER MATERIAL TO CONFIRM THAT SPECIFICATIONS ARE MET. ALTERNATE MATERIALS MAY BE ALLOWED IF APPROVED BY VILLAGE AND WITH ACCEPTABLE TEST RESULTS.

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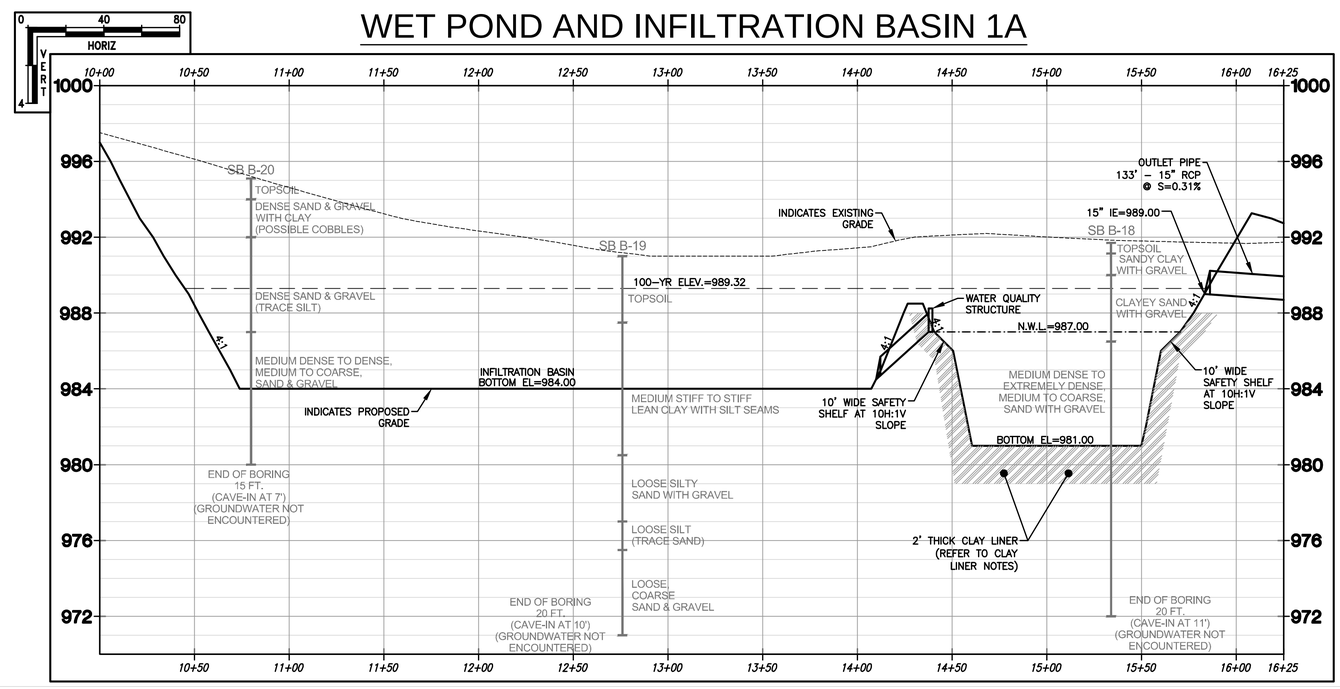
WET POND AND INFILTRATION BASIN 1A



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REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

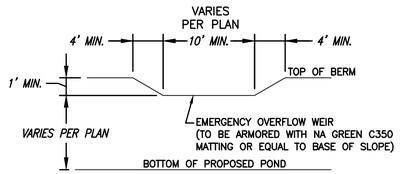
DATE:
JUNE 1, 2018

JOB NUMBER:
17017

DESCRIPTION:
BASIN 1A DETAIL

SHEET
C1.05

H:\C900\933\17-017-01-BARNWOOD\CONSTRUCTION PLANS\CIVIL_BARNWOOD_POND DETAILS_22X34.DWG



TYPICAL EMERGENCY OVERFLOW WEIR DETAIL

NOT TO SCALE

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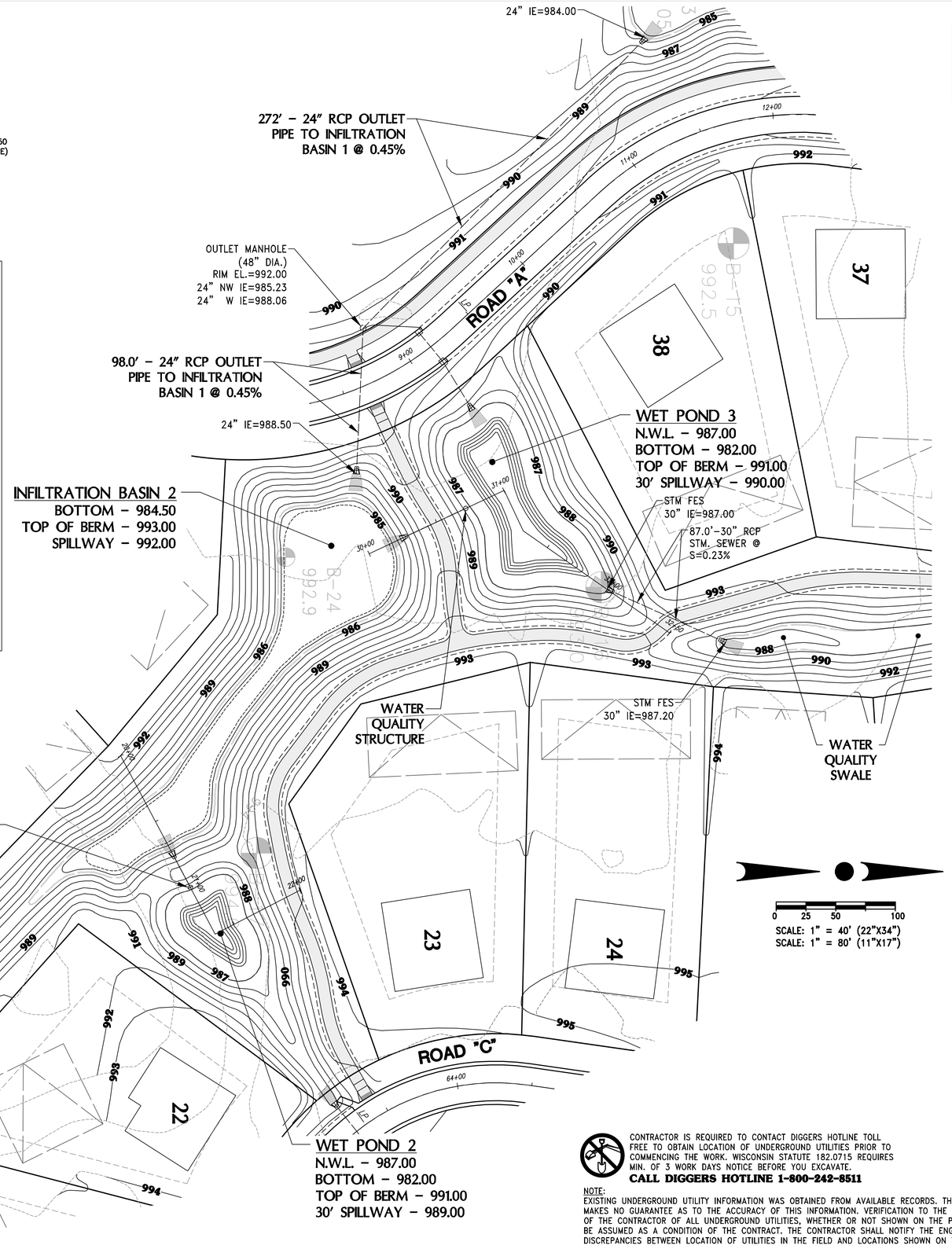
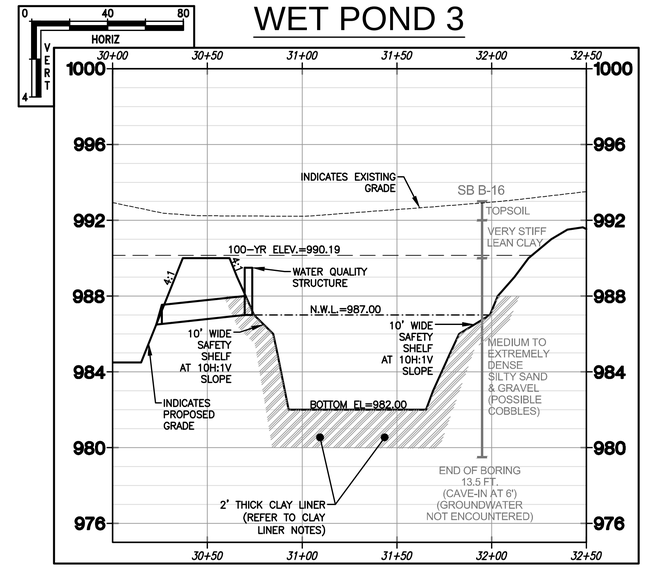
INFILTRATION BASIN CONSTRUCTION NOTES

1. THE PERMANENT INFILTRATION BASIN SHALL BE CONSTRUCTED AS PART OF THE INITIAL CONSTRUCTION PROJECT.
2. ONCE CONSTRUCTION OF A PERMANENT INFILTRATION BASIN BEGINS, THE INFILTRATION BASIN BOTTOM SHALL BE CORDONED OFF OR SOMEHOW DESIGNATED AS BEING PROTECTED FROM COMPACTION FROM HEAVY EQUIPMENT.
3. TOPSOIL & OVERBURDEN SHALL BE OVER-EXCAVATED AS NECESSARY TO EXPOSE SANDY SOILS SUITABLE FOR STORMWATER INFILTRATION, AS VERIFIED BY THE GEOTECHNICAL ENGINEER.
   3.1. A POST CONSTRUCTION INFILTRATION TEST IS REQUIRED FOR EACH INFILTRATION BASIN, WITH RESULTS PROVIDED TO THE PABST FARMS JOINT STORMWATER DISTRICT.
4. BASIN CONSTRUCTION SHALL BE SUSPENDED IN PERIODS OF RAINFALL AND SNOWMELT AND SHALL REMAIN SUSPENDED IF PONDED WATER IS PRESENT.
5. REFER TO THE LANDSCAPE PLAN FOR FINAL SPECIFICATIONS AND INFORMATION FOR INFILTRATION BASIN PLANTINGS, STABILIZATION, ETC. ANY INFORMATION SHOWN ON THE SITE CIVIL PLANS RELATED TO PLANTINGS/EXPOSED SOILS/INFILTRATION ZONES/ETC. SHALL BE SUPERCEDED BY THE LANDSCAPE PLAN. FINAL LANDSCAPING MAY NOT OCCUR UNTIL THE FOLLOWING CONSTRUCTION SEASON (ONCE THE TRIBUTARY AREA IS STABILIZED).
6. DURING CONSTRUCTION, INFILTRATION BASIN MAY REQUIRE PERIODIC REMOVAL OF SEDIMENT ACCUMULATED IN THE BOTTOM OF THE BASIN. THIS IS NECESSARY TO KEEP THE INFILTRATION BASINS INFILTRATING AT A HIGHER RATE; IMPORTANT TO THIS SITE THAT IS REQUIRED TO INFILTRATE 100% OF ALL RUNOFF. SEDIMENT REMOVED FROM BASIN BOTTOMS SHALL BE PLACED IN AN AREA UPSLOPE OF A WET FOREBAY.
7. STRAW WATTLE IS PROPOSED TO BE INSTALLED ACROSS THE BASIN BOTTOM TO ISOLATE THE HEAVIEST SEDIMENT ACCUMULATION IN AREAS CLOSEST TO THE WET POND, MAKING PERIODIC MAINTENANCE MORE CONVENIENT.
8. REFER TO THE STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT FOR POST-CONSTRUCTION MAINTENANCE ACTIVITIES, INCLUDING MAINTENANCE OF THE INFILTRATION BASINS.

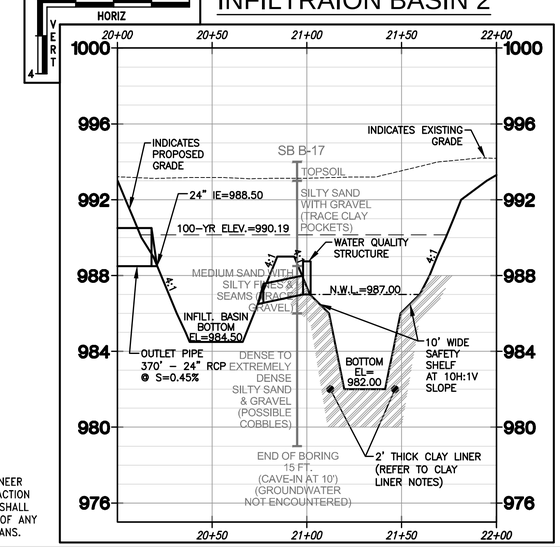


WET POND 3



CLAY LINER NOTE:
- 2' THICK CLAY LINER IN ACCORDANCE WITH WDNR TECH. STD. 1001 TYPE B, AND SOILS REPORT.
- CLAY LINER MATERIALS SHOULD BE COMPACTED TO A MINIMUM OF 90 TO 92% DRY DENSITY AS DETERMINED BY MODIFIED PROCTOR (ASTM D1557)
- IF PREDOMINANTLY GRANULAR TEXTURE SOILS AND/OR GROUNDWATER INFLOW IS ENCOUNTERED AT OR BELOW THE BOTTOM ELEVATION OF THE POND, A "SACRIFICIAL" LIFT OF CLAYEY FILL MAY BE REQUIRED TO BE PLACED ALONG THE SIDEWALLS AND BASE PRIOR TO COMMENCING WITH ACTUAL LINER PLACEMENT/CONSTRUCTION TO AID IN ATTAINING A SATISFACTORILY COMPACTED LINER SECTION. THE PLACEMENT OF A "SACRIFICIAL" LAYER IS PARTICULARY BENEFICIAL IN CREATING A STABLE SUBBASE IN THE EVENT SLIGHT GROUNDWATER SEEPAGE OCCURS.
- GEOTECHNICAL TESTING SHALL BE PERFORMED ON POTENTIAL CLAY LINER MATERIAL TO CONFIRM THAT SPECIFICATIONS ARE MET. ALTERNATE MATERIALS MAY BE ALLOWED IF APPROVED BY VILLAGE AND WITH ACCEPTABLE TEST RESULTS.

WET POND AND INFILTRAION BASIN 2



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
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000070

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BARNWOOD CONSERVANCY
SINGLE FAMILY SUBDIVISION
TOWN OF LISBON, WISCONSIN
BY: MILLER MARRIOTT CONSTRUCTION CO LLC
249 PAWLING AVENUE, SUITE 201
HARTLAND, WI 53029

REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE: JUNE 1, 2018

JOB NUMBER: 17017

DESCRIPTION: BASIN 2+3 DETAIL

SHEET C1.06

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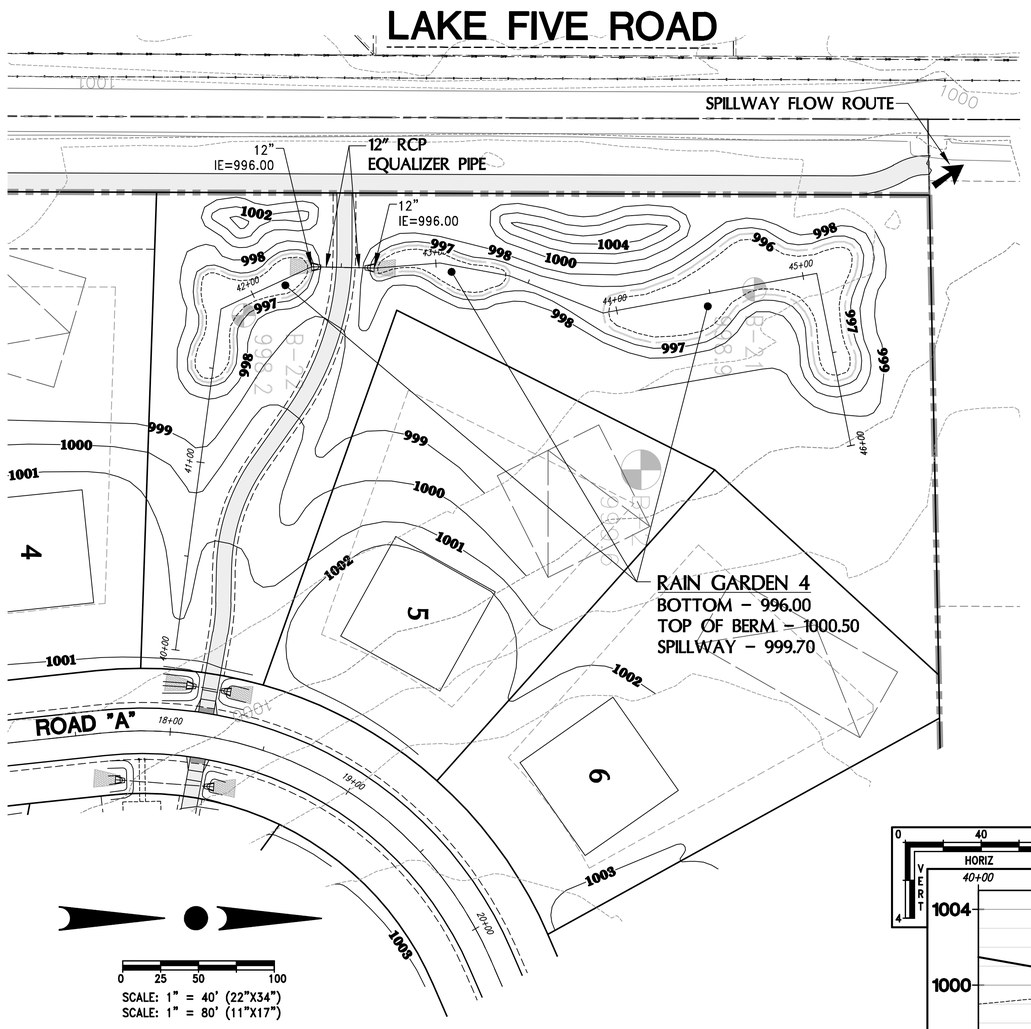
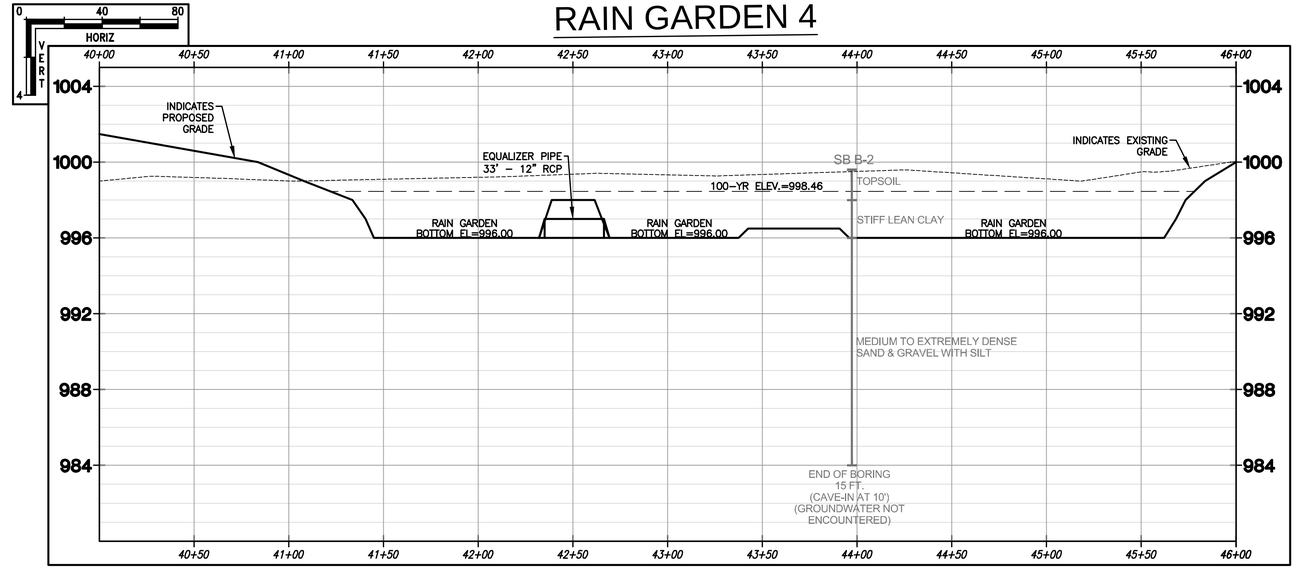


RAIN GARDEN 4



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REVISION HISTORY

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DATE:
JUNE 1, 2018

JOB NUMBER:
17017

DESCRIPTION:
RAIN GARDEN 4 DETAIL

SHEET
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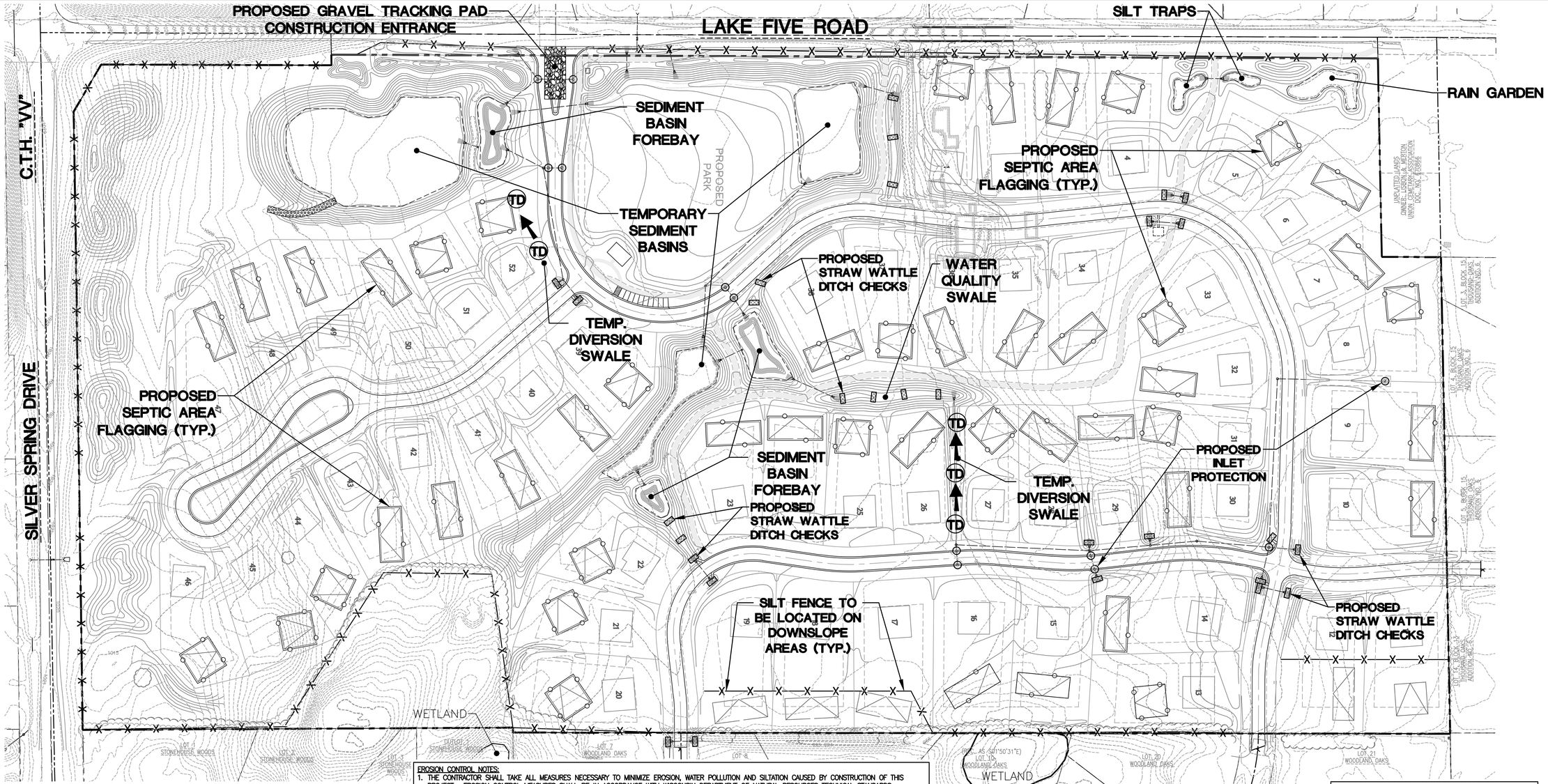

CONSTRUCTION SEQUENCE PLAN

1. INSTALL TRACKING PAD, SILT FENCE/STRAW WATTLES, AND SEPTIC AREA FLAGGING AROUND FUTURE SEPTIC AREAS AS INDICATED ON THE EROSION CONTROL PLAN.
2. CLEAR AND GRUB SITE.
3. STRIP TOPSOIL (BEGINNING WITH SED. BASINS/TRAPS & THEIR ASSOCIATED FILL AREAS). SEED AND STABILIZE STOCKPILES IMMEDIATELY UPON COMPLETION OF STOCKPILING.
4. BEGIN MASS GRADING OF THE SITE AND CONSTRUCTION OF SEDIMENT BASINS/TRAPS (MASS GRADING MAY ONLY OCCUR/CONTINUE AFTER EROSION CONTROL MEASURES ARE INSTALLED/CONSTRUCTED (SEDIMENT BASINS/TRAPS, SWALES, DITCH CHECKS, ETC).
5. CONSTRUCT PROPOSED TEMPORARY SEDIMENT BASIN/TRAPS PER PLAN.
6. CONSTRUCT DIVERSION BERMS AND SWALES (WITH DITCH CHECKS) TO DIRECT SITE RUNOFF TO SEDIMENT BASINS/TRAPS, AS INDICATED ON THE PLAN.
7. ROUGH GRADE SITE. NOTE THAT ROUGH GRADING MAY OCCUR CONCURRENT WITH CONSTRUCTION OF THE DIVERSION SWALE. BEGIN UTILITIES ONCE STORM WATER IS CONTROLLED.
   7.1. DISTURBED SLOPES AND POND SLOPES TO BE RESTORED IMMEDIATELY (WITHIN 7 DAYS OF DISTURBANCE) WITH TOPSOIL, SEED AND EROSION MATTING.
8. INSTALL STORM SEWER AND ASSOCIATED EROSION CONTROL MEASURES PER EROSION CONTROL PLAN.
9. FINISH GRADE THE SITE. NOTE THAT THIS STEP MAY OCCUR CONCURRENT WITH STORM SEWER INSTALLATION.
10. INSTALL STONE BASE COURSE, CONSTRUCT CURB, AND PLACE BINDER COURSE PAVEMENT. NOTE THAT THIS STEP MAY BEGIN CONCURRENT WITH FINISH GRADING.
11. REMOVE TRACKING PAD ONCE ROADS ARE COMPLETED. RESTORE DISTURBED AREA.
12. RESPREAD TOPSOIL AND PLACE SEED, MULCH, MATTING AND OTHER SITE STABILIZERS AS NEEDED. NOTE THAT THIS STEP MAY BEGIN CONCURRENT WITH FINISH GRADING AND ROAD CONSTRUCTION. ALSO NOTE THAT ANY AREAS, SUCH AS POND SLOPES, THAT ARE FINISH GRADED AND TOPSOILED SHALL BE SEEDED, MULCHED AND/OR MATTED IMMEDIATELY AFTER TOPSOIL IS PLACED. NOTE: TOPSOIL IN RIGHT-OF-WAY ONLY AFTER WE ENERGIES WORK IS COMPLETED.
13. COMPLETE WET PONDS AND FINAL CONSTRUCT PROPOSED INFILTRATION BASINS PER PLAN. SEED, MULCH AND STABILIZE SLOPES, AS NECESSARY. REFER TO POND DETAILS SHEET FOR INFILTRATION BASIN FINAL STABILIZATION.
14. LATE SEASON (AFTER OCTOBER 15) STABILIZATION NOTES:
   14.1. ALL AREAS THAT WILL REMAIN DISTURBED AFTER OCTOBER 15 MUST BE TEMPORARY SEEDED AS OF THAT DATE.
   14.2. ANY FINAL SITE STABILIZATION THAT OCCURS AFTER OCTOBER 15 MAY REQUIRE CONTRACTOR TO COVER DISTURBED AREAS WITH THE ANIONIC FORM OF POLYACRYLAMIDE (PAM), PER WDNR TECHNICAL STANDARD 1050 AND WisDOT PAL LIST. CONTRACTOR SHALL COORDINATE WITH VILLAGE ENGINEER AND WDNR FOR LATE SEASON STABILIZATION REQUIREMENTS.

EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
2. EROSION CONTROL IMPLEMENTATION PLAN: PRIOR TO BEGINNING WORK, THE CONTRACTOR MAY BE REQUIRED TO SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN, DETAILING SPECIFIC MEASURES THAT WILL BE USED IN THE VARIOUS STAGES OF CONSTRUCTION FOR APPROVAL BY THE ENGINEER.
3. IMPLEMENTATION: THE CONTRACTOR SHALL NOT BEGIN WORK UNTIL AFTER INITIAL EROSION AND SEDIMENT CONTROL DEVICES ARE IN PLACE AND APPROVED BY THE ENGINEER.
4. EROSION CONTROL MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:
   A. DIVERT UPSTREAM RUNOFF FROM FLOWING THROUGH THE CONSTRUCTION SITE.
   B. PROTECT DOWNSTREAM OR ADJACENT WATERWAYS AND WETLANDS WITH SILT FENCE OR SILT SOCK.
   C. DELAY STRIPPING TOPSOIL UNTIL REQUIRED FOR CONSTRUCTION.
   D. PLACE SILT FENCE OR EROSION CONTROL BALES OR STRAW WATTLES IN DITCHES AND OTHER DRAINAGE WAYS TO COLLECT SEDIMENT AND TO SLOW THE VELOCITY OF RUNOFF.
   E. PROTECT STORM SEWER INLETS AND THE UPSTREAM END OF CULVERTS WITH SILT FENCE OR EROSION CONTROL BALES.
   F. PROMPT REMOVAL OF EXCAVATED MATERIAL.
   G. PROPER STORAGE OF BACKFILL AND BEDDING MATERIALS INCLUDING PLACING SILT FENCE OR EROSION CONTROL BALES ON THE DOWNSLOPE SIDES OF SPOIL PILES.
   H. CONSTRUCTION AND MAINTENANCE OF TRACKING PAD TO CONSTRUCTION SITE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO ROADWAYS.
   I. PROMPT (SAME DAY) CLEANUP OF MATERIAL TRACKED ONTO ADJACENT STREETS.
   J. TIMELY RESTORATION OF DAMAGE SURFACE AREAS.
   K. ALL AREAS THAT WILL REMAIN DISTURBED AFTER OCTOBER 15, MUST BE RESTORED WITH TEMPORARY SEED AND POLYMER AS OF THAT DATE.
5. TEMPORARY EROSION CONTROL MEASURES.
   A. THE CONTRACTOR SHALL CONSTRUCT TEMPORARY EROSION CONTROL MEASURES, WHERE EROSION IS LIKELY TO BE A PROBLEM, PRIOR TO BEGINNING WORK ON THOSE SECTION(S) OF THE PROJECT. TEMPORARY EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL AFTER PERMANENT EROSION CONTROL, SUCH AS SEEDING OR SODDING, HAS BEEN ESTABLISHED.
   B. IN THE EVENT THE PERMANENT EROSION CONTROL MEASURES ARE NOT FULLY IMPLEMENTED IN CURRENT CONSTRUCTION SEASON, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY TEMPORARY EROSION CONTROL MEASURES UNTIL AFTER PERMANENT MEASURES HAVE BEEN COMPLETED IN THE FOLLOWING YEAR.
6. ALL DISTURBANCE AREAS THAT REMAIN INACTIVE FOR SEVEN DAYS OR LONGER SHALL RECEIVE TEMPORARY SEEDING. TOPSOIL, SEED, & MULCH (STABILIZE) LOTS AS THEY ARE BROUGHT TO FINAL CONSTRUCTION GRADES. DESIRED TO OCCUR IN GROUPS OR BLOCKS OF LOTS.
7. DEWATERING SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARDS. UTILIZE GEOTEXTILE BAG(S) PLACED ON UNDISTURBED GROUND, AS SPECIFIED ON THIS PLAN, WHEN REQUIRED. TRENCH DEWATERING TO COMPLETED SEDIMENT BASINS IS ACCEPTABLE, IF APPLICABLE.
8. INSTALL SILT FENCE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD DETAILS
9. EROSION CONTROL INSPECTION AND MAINTENANCE
   A. INSPECT EROSION CONTROL MEASURES WEEKLY, BEFORE PREDICTED RAINFALL AND AFTER SITE RECEIVES 0.5" OF RAIN IN A 24-HOUR PERIOD DURING CONSTRUCTION.
   B. REPAIR OR REPLACE EROSION CONTROLS THAT ARE DAMAGED OR FAILING.
10. ALL AREAS TO BE SEEDED AND MULCHED SHALL USE WDOT SEED MIXTURE NO. 20. MULCH SHALL APPLIED PER WDOT SPECIFICATIONS USING METHOD B FOR PLACEMENT. EROSION MAT SHALL BE APPLIED ON SLOPES 4:1 AND STEEPER.

LATE SEASON STABILIZATION NOTES:

THE OBJECTIVE IS TO STABILIZE THE SITE WITH 70% VEGETATIVE COVERAGE OF ALL PERVIOUS DISTURBED AREAS BEFORE THE END OF THE GROWING SEASON. THIS WILL BE DONE BY SEEDING OF ALL DISTURBED AREAS WITH PERMANENT VEGETATION BY SEPTEMBER 15, 2015. IF THIS DEADLINE IS MISSED, THEN STABILIZATION WILL BE COMPLETED BY:

1. SEEDING OF ALL DISTURBED AREAS WITH TEMPORARY SEED MIX (OATS, WINTER WHEAT, ANNUAL RYE) BY OCTOBER 15. PERMANENT SEED MIX MUST THEN BE IMPLEMENTED BY JUNE 1 OF THE FOLLOWING YEAR.
2. IF THE OCTOBER 15 DEADLINE IS MISSED, COVERAGE OF ALL DISTURBED AREAS BY NOVEMBER 1 WITH:
   a. TOPSOIL, SEED, AND THE MATERIAL CALLED FOR IN THE APPROVED STABILIZATION PLANS, WHERE TOPSOIL, SEED, AND EROSION CONTROL MATTING IS CALLED FOR.
   b. TOPSOIL, SEED, AND TYPE A SOIL STABILIZER FROM THE WDOT PRODUCT ACCEPTABILITY LIST OR OTHER METHOD APPROVED BY THE LRD FOR ALL AREAS WHERE SEED, TOPSOIL, AND MULCH IS CALLED FOR IN THE APPROVED PLANS.
3. IF THE NOVEMBER 1 DEADLINE HAS BEEN MISSED, AND THE LRD STAFF HAS DETERMINED THAT IT IS INFEASIBLE TO RE-APPLY TOPSOIL, THE PERMIT APPLICANT SHALL:
   a. APPLY TYPE A SOIL STABILIZER FROM THE WDOT PRODUCT ACCEPTABILITY LIST TO ALL DISTURBED AREAS.
   b. INSTALL DITCH CHECKS IN ALL DITCHES WITH SLOPE GREATER THAN 0.5% AT INTERVALS SUCH THAT THE TOP OF THE DOWNHILL DITCH CHECK IS AT THE ELEVATION OF THE FOOT OF THE UPHILL DITCH CHECK. DITCH CHECKS SHALL BE EITHER:
      i. TRIANGULAR FOAM-CORE
      ii. STONE INSTALLED PER THE WDNR TECHNICAL STANDARD
      iii. COMPOST-FILLED TUBES, OR
      iv. A COMPARABLE PRODUCT AS APPROVED BY THE LRD STAFF.

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WISCONSIN DEPARTMENT OF NATURAL RESOURCES.
CONSERVATION PRACTICE STANDARD:
1050 – LAND APPLICATION OF ANIONIC POLYACRYLAMIDE
1052 – NON-CHANNEL EROSION MAT
1055 – SEDIMENT BALE BARRIER (NON-CHANNEL)
1056 – SILT FENCE
1057 – STONE TRACKING PAD AND TIRE WASHING
1058 – MULCHING FOR CONSTRUCTION SITES
1059 – TEMPORARY SEEDING
1060 – STORM DRAIN INLET PROTECTION FOR CONST. SITES
1062 – DITCH CHECK
1063 – SEDIMENT TRAP
1064 – SEDIMENT BASIN

0 50 100 200
SCALE: 1" = 100' (22"X34")
SCALE: 1" = 200' (11"X17")

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BY: MILLER MARRIOTT CONSTRUCTION CO LLC
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HARTLAND, WI 53029

REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE:
JUNE 1, 2018

JOB NUMBER:
17017

DESCRIPTION:
EROSION CONTROL PLAN

SHEET
C2.00

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SCALE: 1" = 100' (22"X34")
SCALE: 1" = 200' (11"X17")

LEGEND

- INDICATES POTENTIAL SEPTIC SYSTEM AREA (ACTUAL FINAL LOCATIONS BY OTHERS)
- BORE 1 999.00 – SOIL TEST LOCATION

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REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE: JUNE 1, 2018

JOB NUMBER: 17017

DESCRIPTION: SEPTIC PLAN

SHEET C3.00

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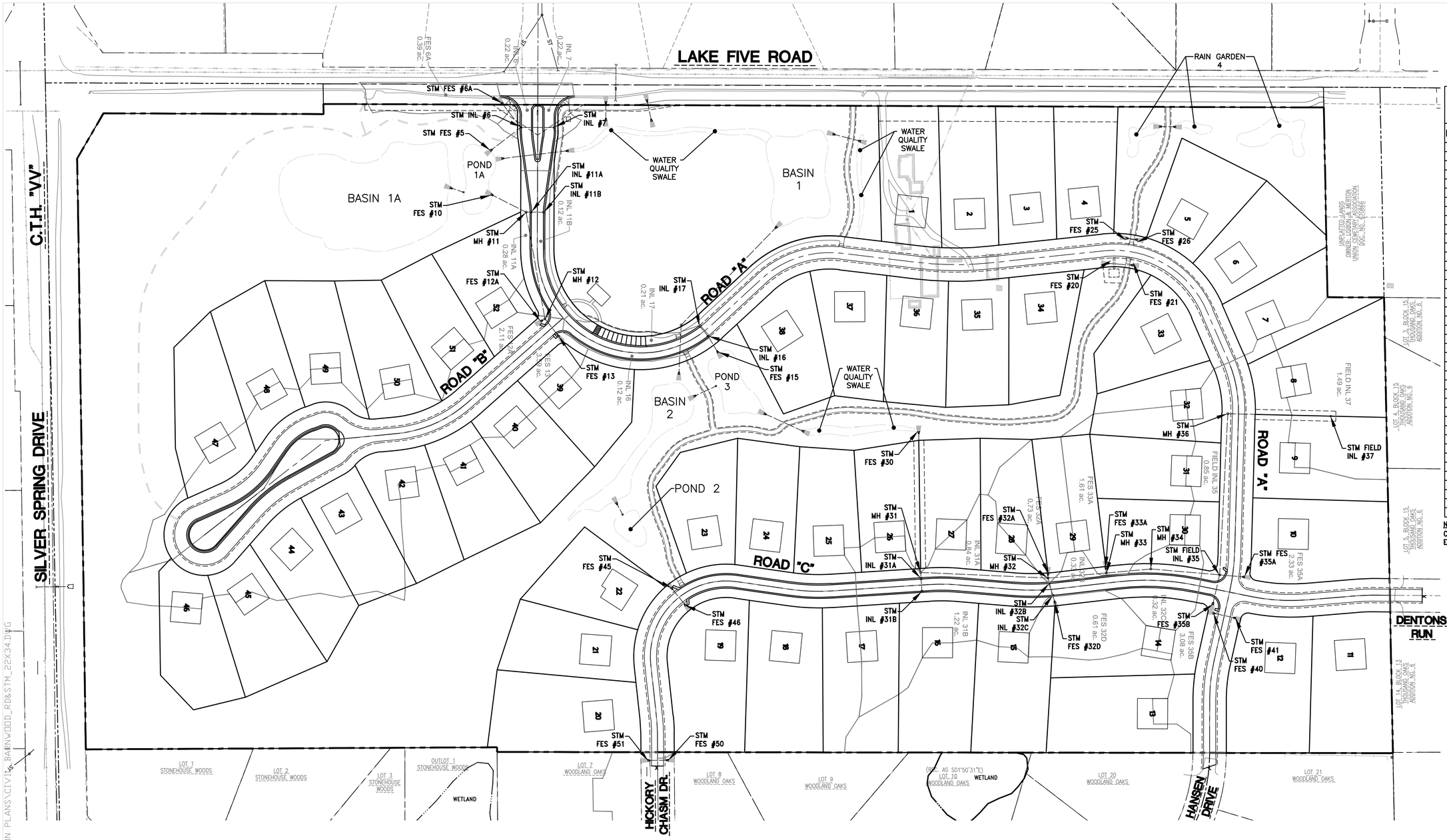

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NOTE:
ALL MATERIALS SHALL BE APPROVED BY THE TOWN OF LISBON PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.

BACKFILL NOTES

TRENCH BACKFILL

- BACKFILL FOR ALL TRENCHES SHALL BE 3/4" CRUSHED LIMESTONE TB (SECTION 305.2.2.1 OF THE WISDOT STD. SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION) UNLESS OTHERWISE NOTED IN THE PROFILE OR IN THE PROJECT SPECIFICATION.

STORM SEWER NOTES

STORM SEWER

- ALL PUBLIC STORM SEWER SHALL BE RCP (REINFORCED CONCRETE PIPE) WITH GASKETED JOINTS.
- STORM SEWER SHALL BE R.C.P. MEETING SECTION 8.6.0 (SSSWCW) AND BE RUBBER GASKETED MEETING THE REQUIREMENTS SET FORTH IN WSWS CHAPTER 8.6.0.
- PIPE CLASSES:
  12" DIA. RCP STORM SEWER SHALL BE CL-V
  15" DIA. RCP STORM SEWER SHALL BE CL-IV
  18" & ABOVE DIA. RCP STORM SEWER SHALL BE CL-III
- STORM MANHOLES SHALL BE MIN. 48" DIAMETER PRECAST CONCRETE WITH NEENAH R-1660 FRAMES & COVERS WITH 6 VENT HOLES. REFER TO STORM SEWER PLANS FOR MANHOLE SIZING INFORMATION.
- STORM MANHOLES IN EASEMENTS SHALL USE NEENAH R-1660 FRAMES WITH TYPE C GRATES.
- CATCH BASINS SHALL HAVE 12" SUMPS AND SHALL CONFORM TO FILE NO. 26 OF THE STANDARD SPECIFICATIONS WITH A NEENAH R-3067-C FOR VERTICAL CURB APPLICATIONS.
- FIELD INLETS USE A NEENAH R-2560-D8 TYPE BEEHIVE CASTING.

CULVERT NOTES:
CULVERTS SHALL BE MADE OF CORRUGATED METAL PIPE (ROUND-CMP OR ARCHED-CMPA) MEETING THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION OR AS APPROVED BY THE CITY ENGINEER.

CULVERTS LESS THAN 24' IN LENGTH SHALL CONSIST OF ONE PIECE OF PIPE.

MASONRY ENDWALLS SHALL BE REQUIRED TO BE INSTALLED ON THE ENDS OF DRIVEWAY CULVERTS. ENDWALLS SHALL BE POURED OR PRE-CAST CONCRETE, MORTARED STONE, OR OTHER MASONRY MATERIAL AS APPROVED BY THE CITY ENGINEER. ENDWALLS SHALL BE EXTENDED THROUGH THE ENTIRE CROSS SECTION OF THE DITCH TO PREVENT WATER INFILTRATING AROUND THE CULVERT.

DRIVEWAY CULVERT DATA TABLE

LOT	CULVERT SIZE	MIN. LENGTH
1	15" DIA.	20'
2	15" DIA.	20'
3	15" DIA.	20'
4	15" DIA.	20'
5	15" DIA.	20'
6	15" DIA.	20'
7	15" DIA.	20'
8	15" DIA.	20'
9	15" DIA.	20'
10	15" DIA.	20'
11	15" DIA.	20'
12	15" DIA.	20'
13	15" DIA.	20'
14	15" DIA.	20'
19	15" DIA.	20'
20	15" DIA.	20'
21	15" DIA.	20'
22	15" DIA.	20'
30	15" DIA.	20'
31	15" DIA.	20'
32	15" DIA.	20'
33	15" DIA.	20'
34	15" DIA.	20'
35	15" DIA.	20'
36	18" DIA.	20'
37	18" DIA.	20'
38	24" DIA.	20'
39	18" DIA.	20'
40	18" DIA.	20'
41	18" DIA.	20'
42	15" DIA.	20'
43	15" DIA.	20'
44	15" DIA.	20'
45	15" DIA.	20'
46	15" DIA.	20'
47	15" DIA.	20'
48	15" DIA.	20'
49	15" DIA.	20'
50	15" DIA.	20'
51	18" DIA.	20'
52	18" DIA.	20'

NOTE: LOT 38 DRIVEWAY CULVERT SHALL BE A 24" EQUIVALENT ARCHED CMPA.

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EMAIL: jpudelko@trioeng.com

PROJECT: BARNWOOD CONSERVANCY

SINGLE FAMILY SUBDIVISION
TOWN OF LISBON, WISCONSIN
BY: MILLER MARRIOTT CONSTRUCTION CO LLC
249 PAWLING AVENUE, SUITE 201
HARTLAND, WI 53029

REVISION HISTORY

DATE	DESCRIPTION
08/01/18	CIVIL SUBMITTAL

DATE:
JUNE 1, 2018

JOB NUMBER:
17017

DESCRIPTION:
OVERALL STORM SEWER PLAN

SHEET
C4.00

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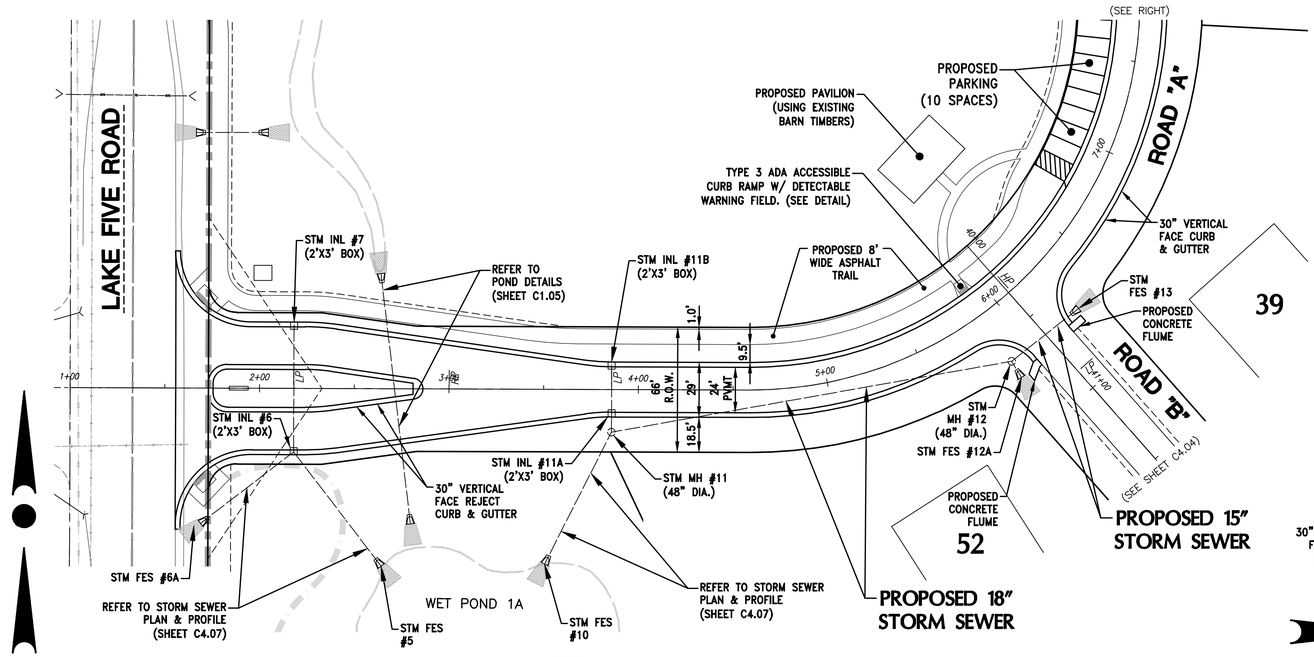

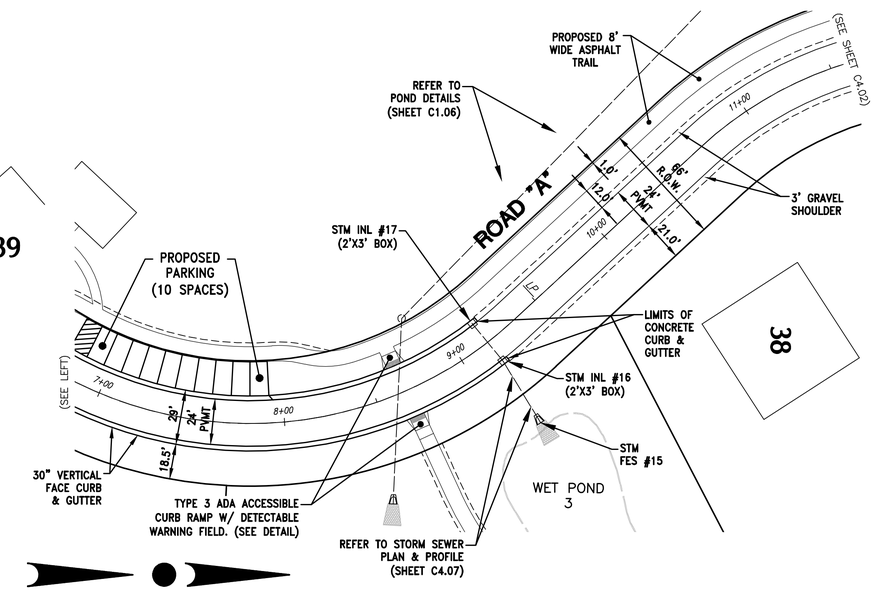

0 20 40 80
SCALE: 1" = 40' (22"X34")
SCALE: 1" = 80' (11"X17")

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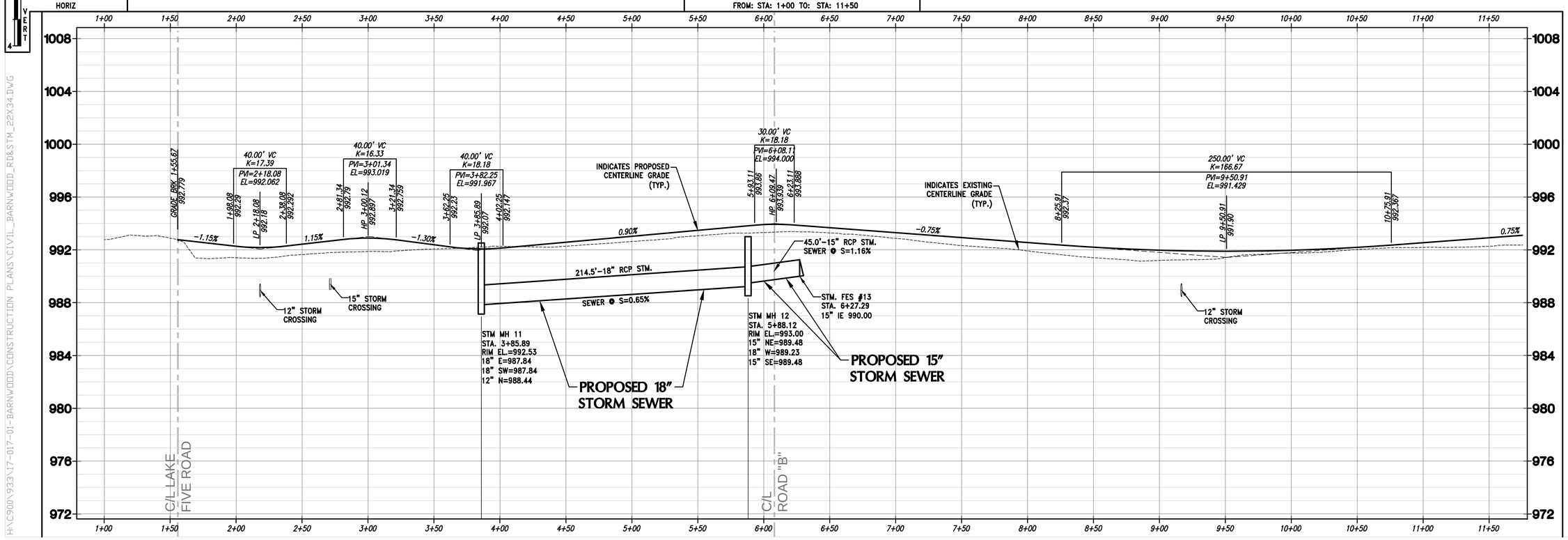
ROADWAY & STORM SEWER

FROM: STA: 1+00 TO: STA: 11+50



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DESCRIPTION: ROADWAY & STORM SEWER PLAN & PROFILE

SHEET

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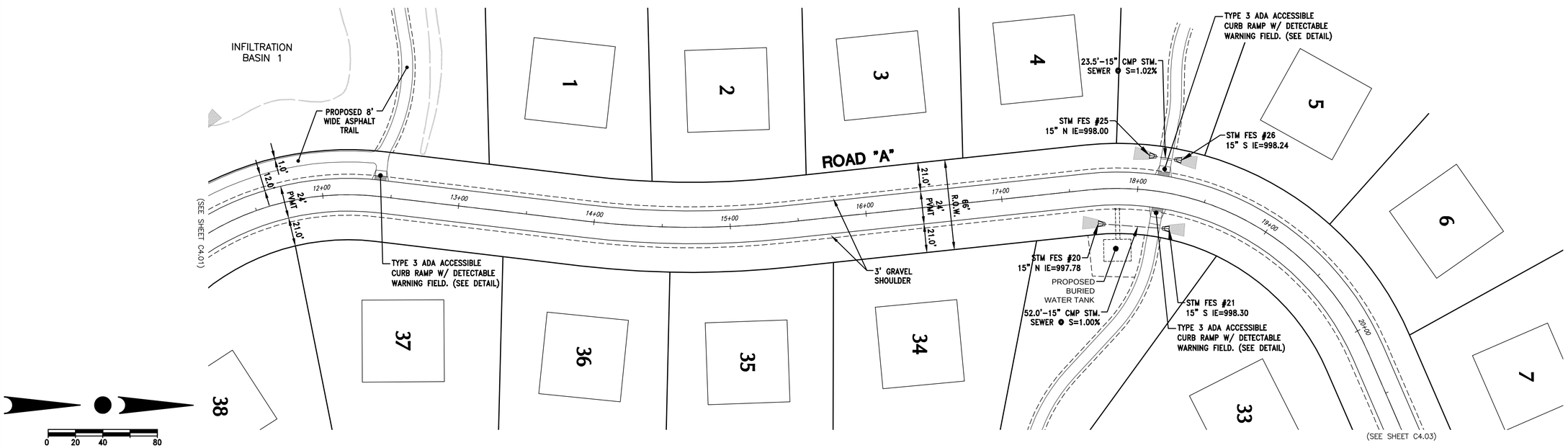

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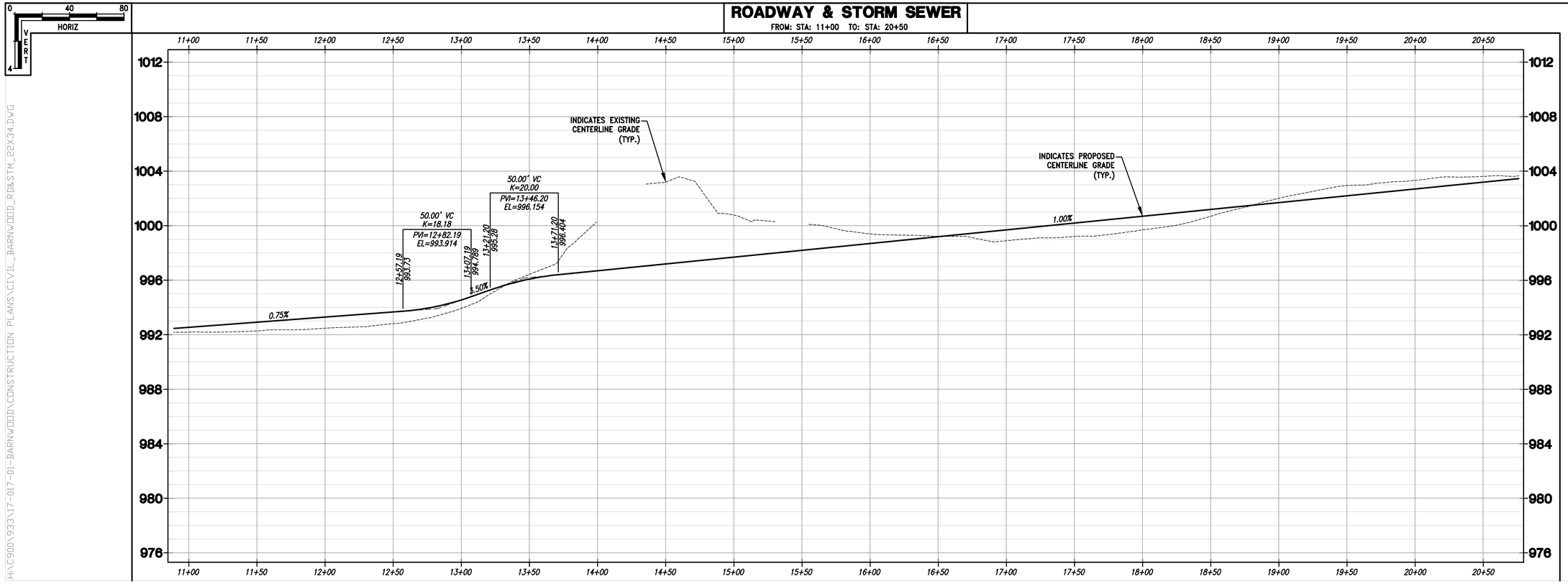
ROADWAY & STORM SEWER

FROM: STA: 11+00 TO: STA: 20+50



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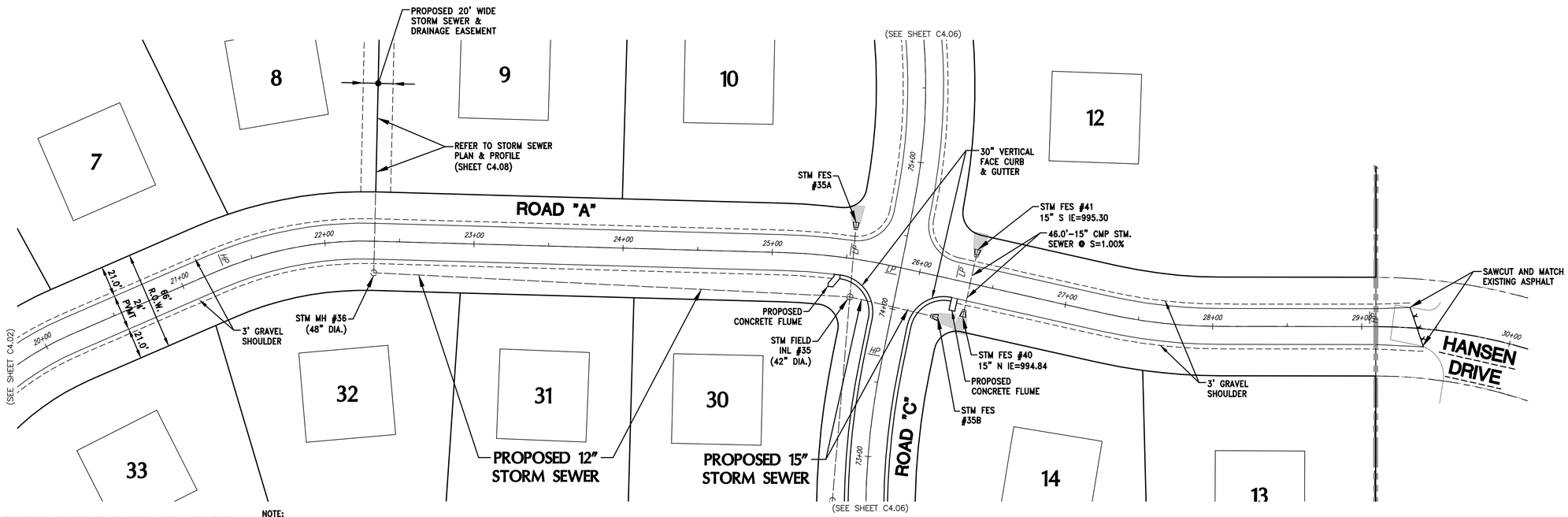

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SCALE: 1" = 80' (11"X17")

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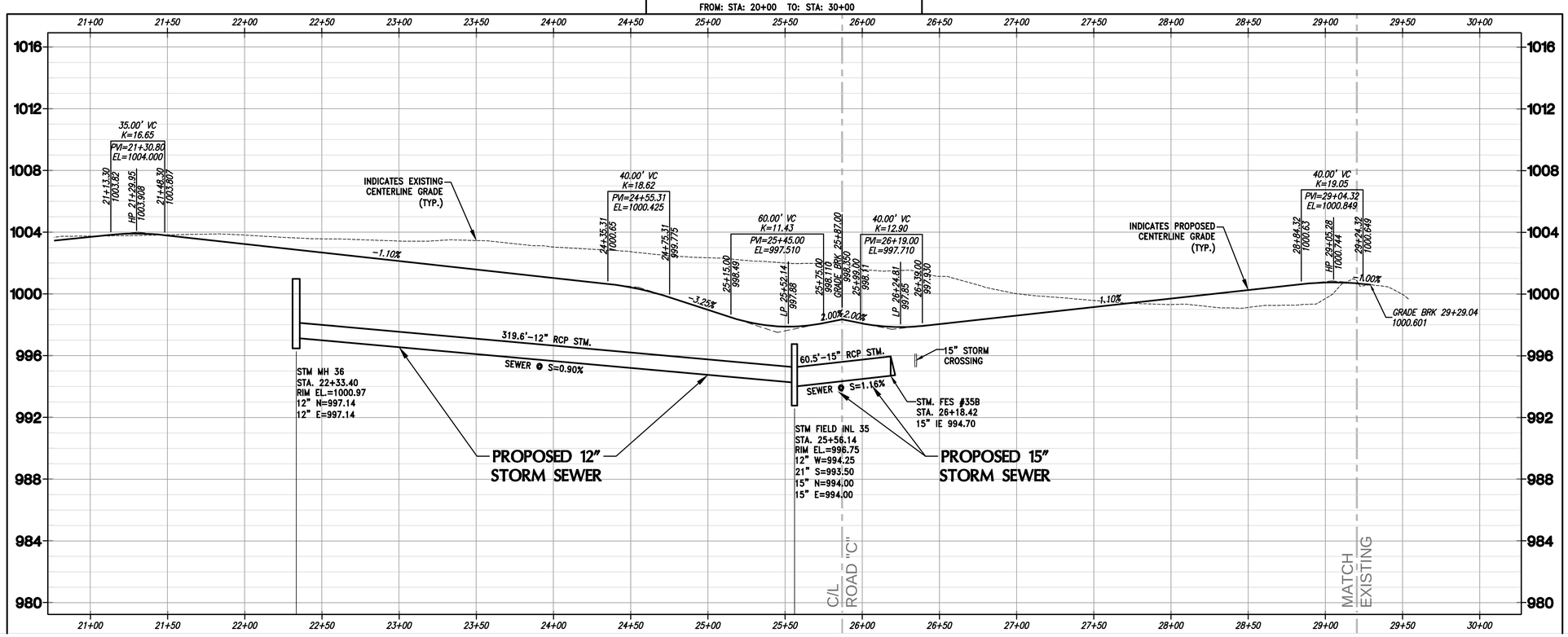
ROADWAY & STORM SEWER

FROM: STA: 20+00 TO: STA: 30+00



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DESCRIPTION:
ROADWAY & STORM SEWER PLAN & PROFILE

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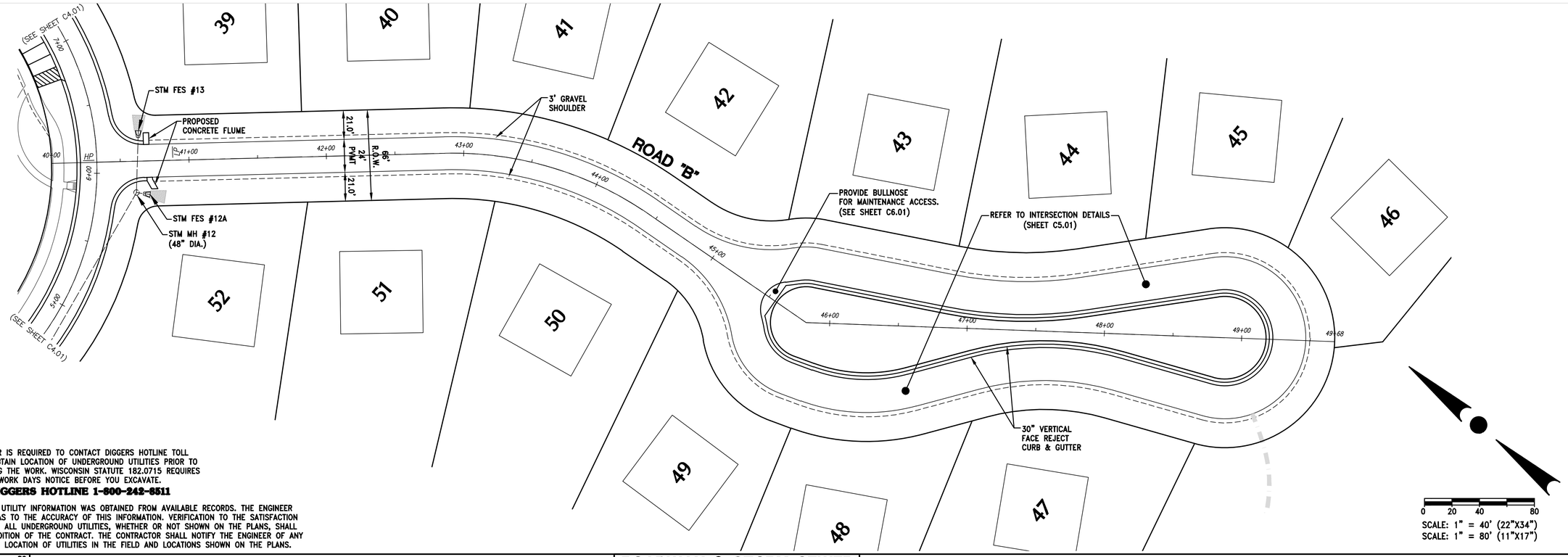

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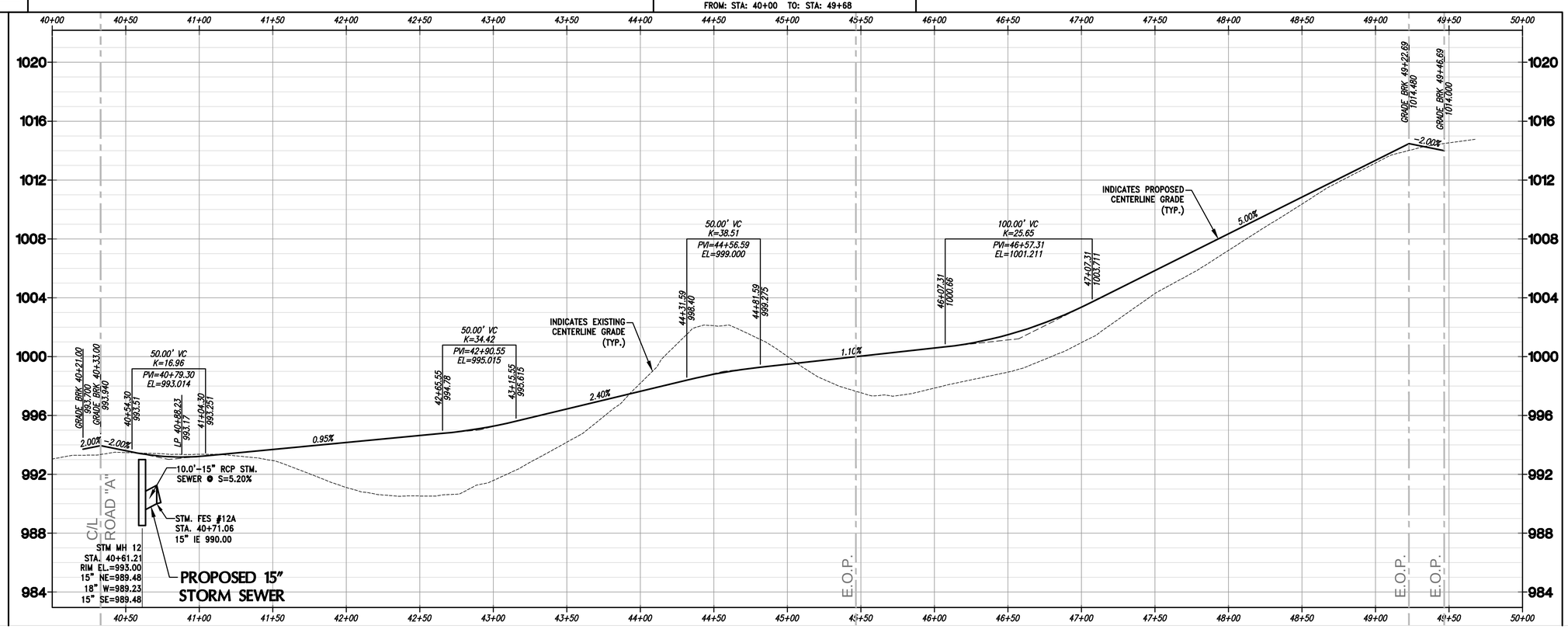
ROADWAY & STORM SEWER

FROM: STA: 40+00 TO: STA: 49+68



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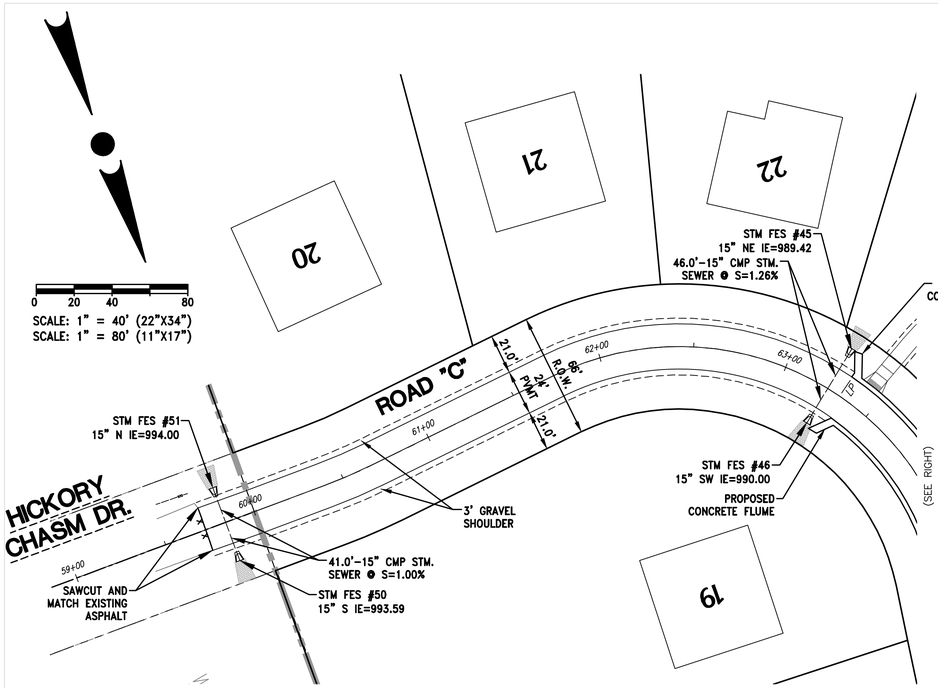

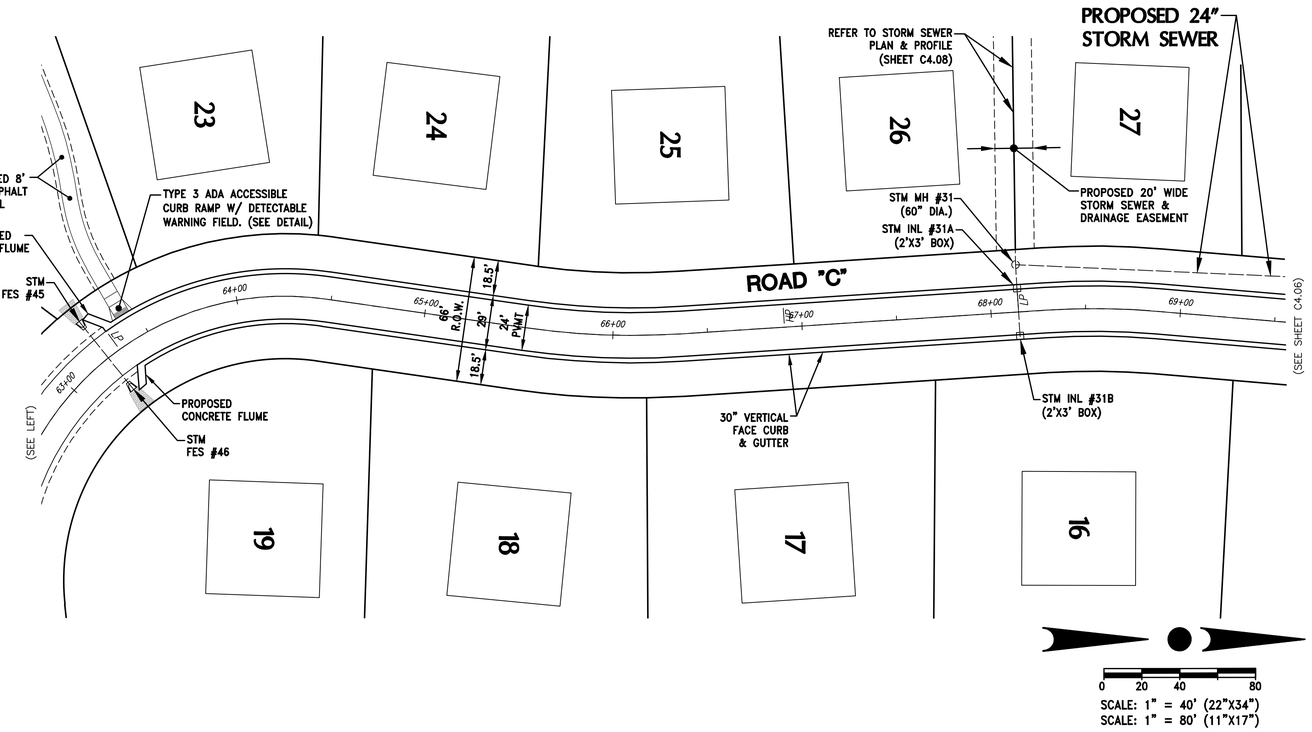

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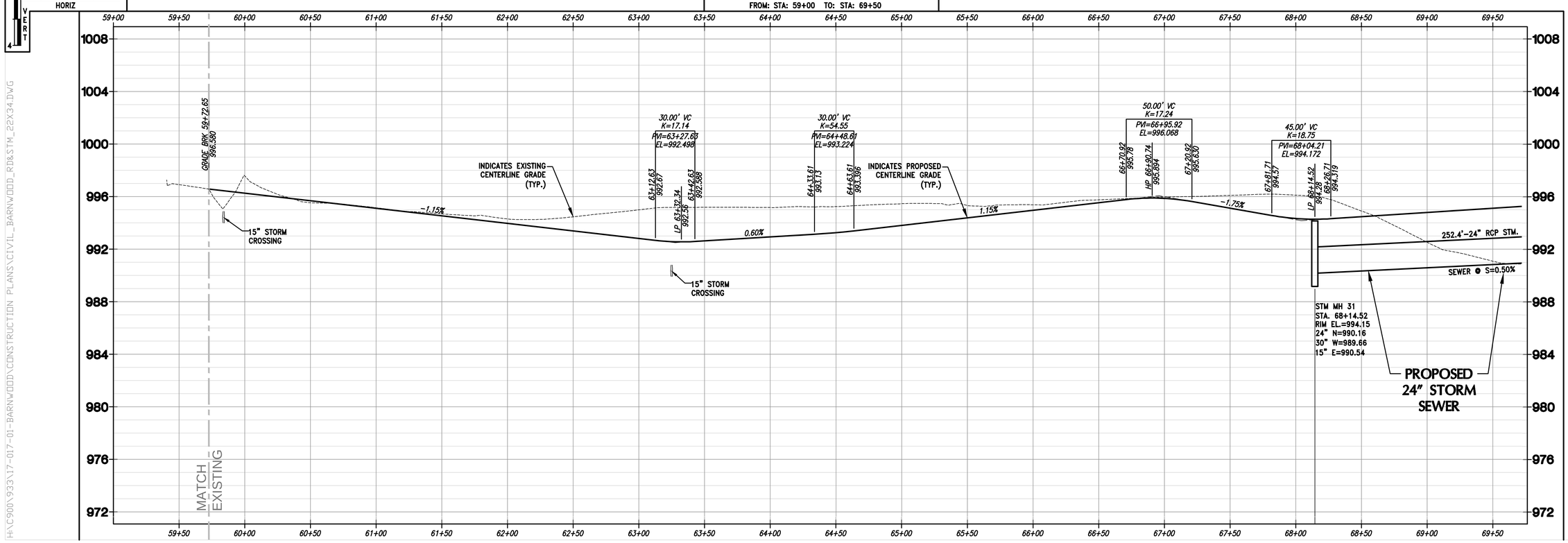
ROADWAY & STORM SEWER

FROM: STA: 59+00 TO: STA: 69+50



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WISCONSIN PROFESSIONAL ENGINEER
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DATE: JUNE 1, 2018

JOB NUMBER: 17017

DESCRIPTION: ROADWAY & STORM SEWER PLAN & PROFILE

SHEET

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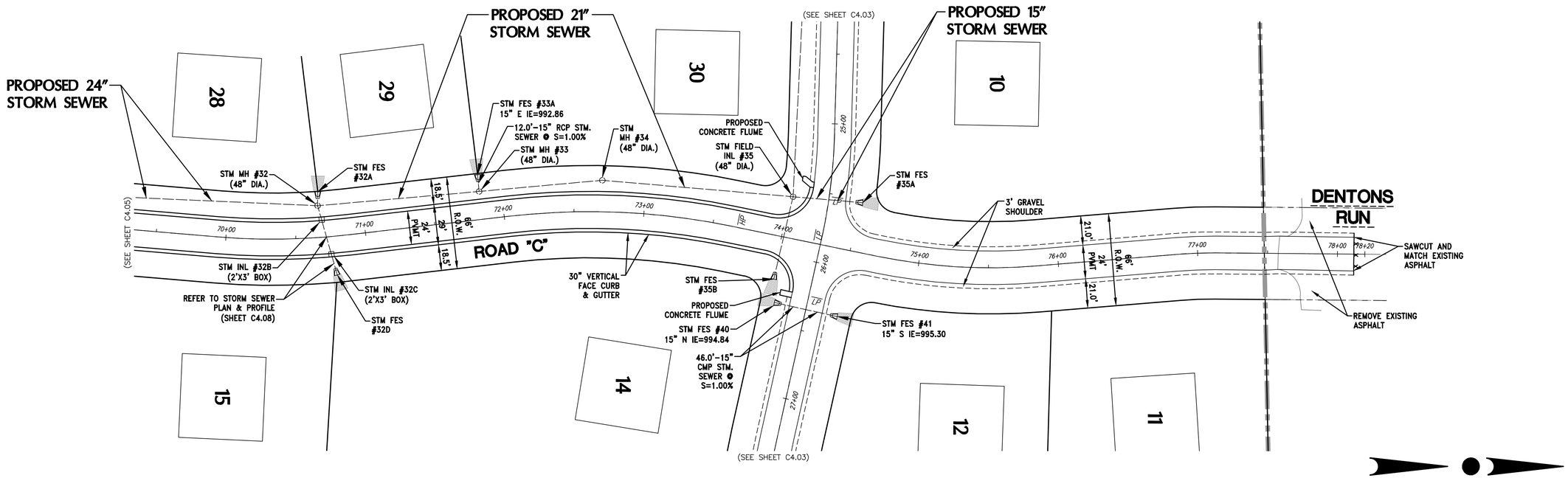

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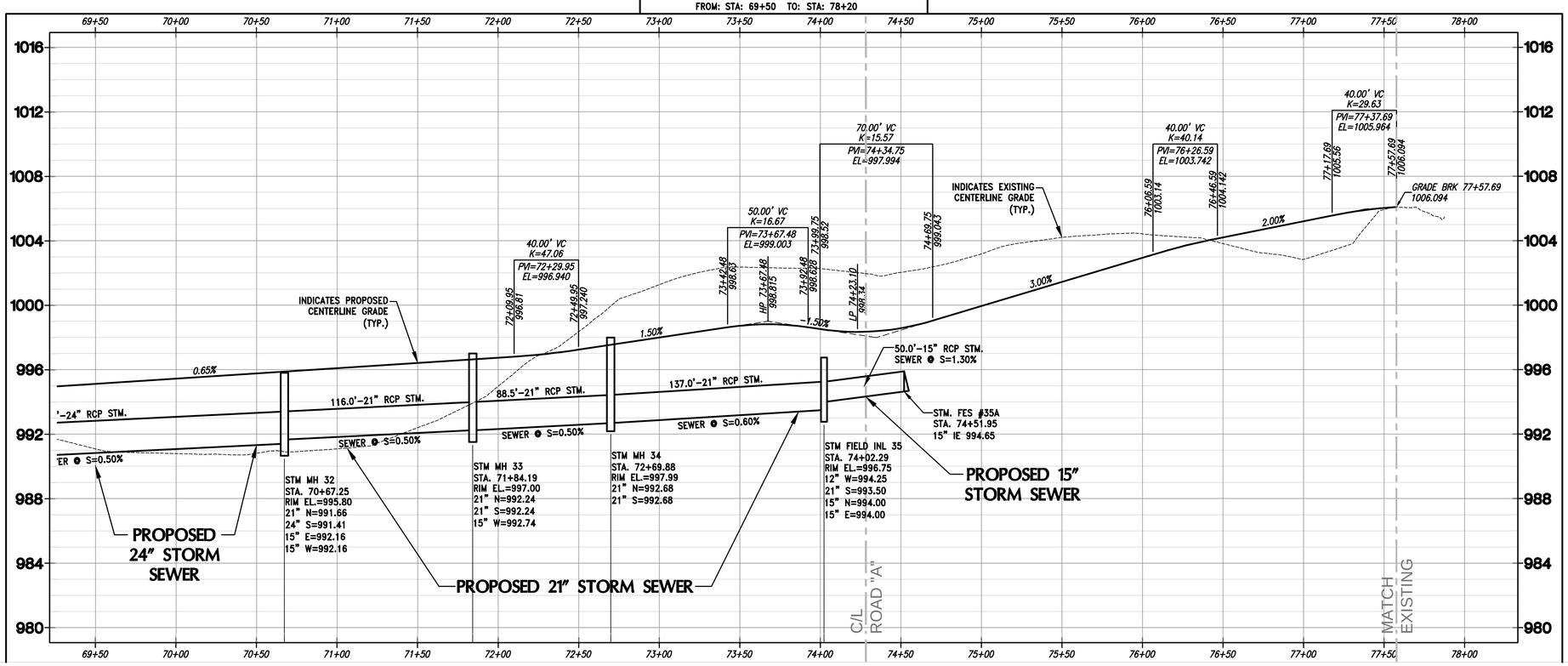
ROADWAY & STORM SEWER

FROM: STA: 69+50 TO: STA: 78+20



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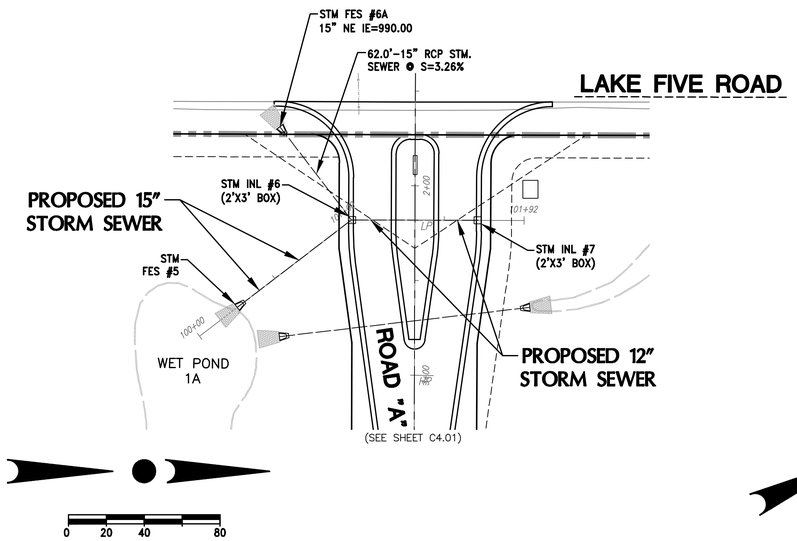

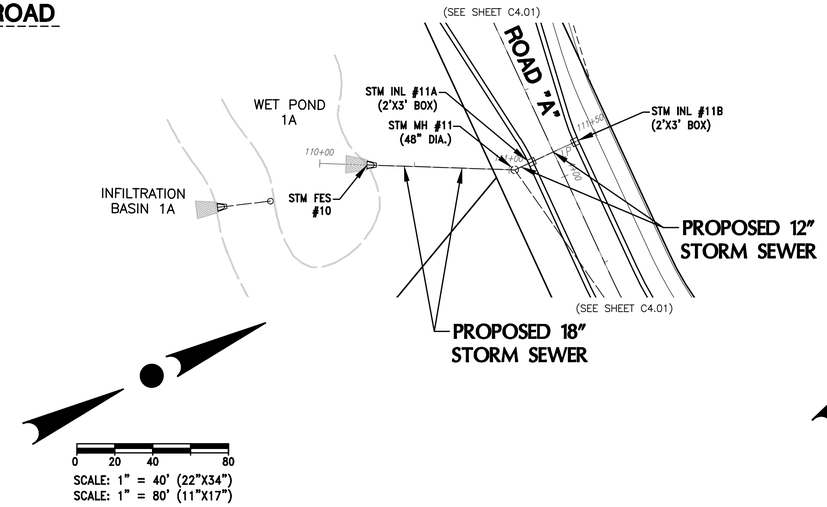

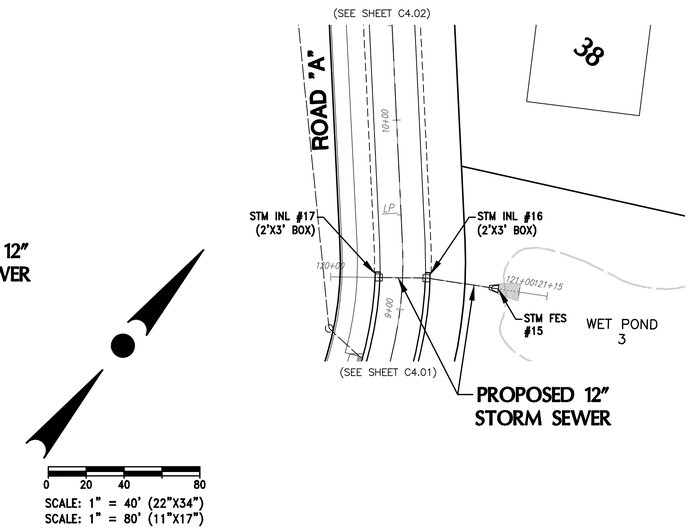

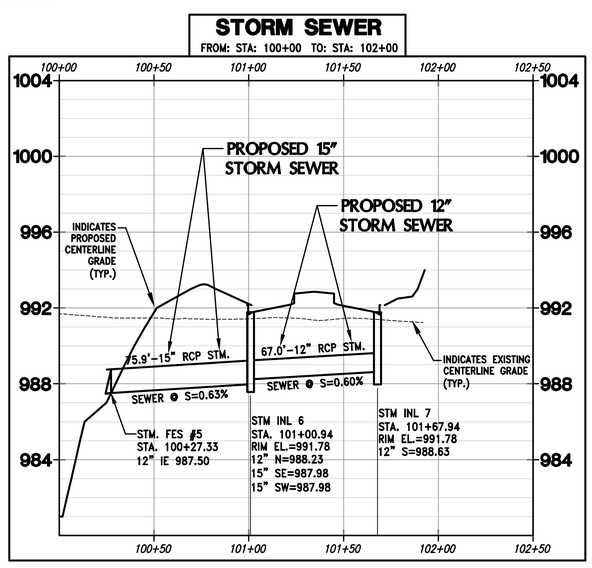

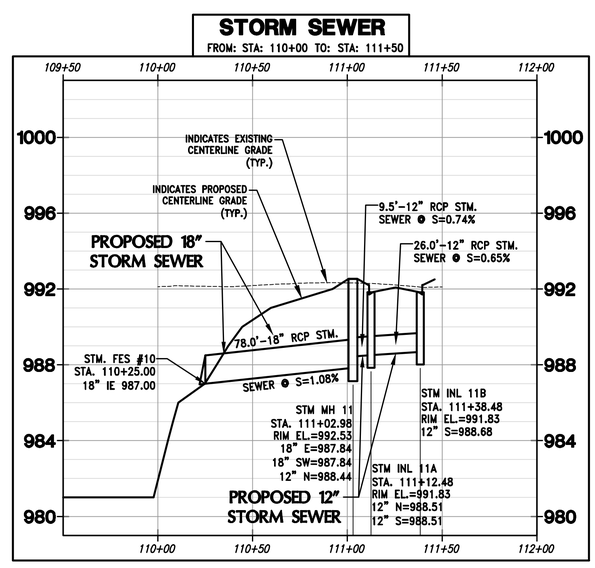

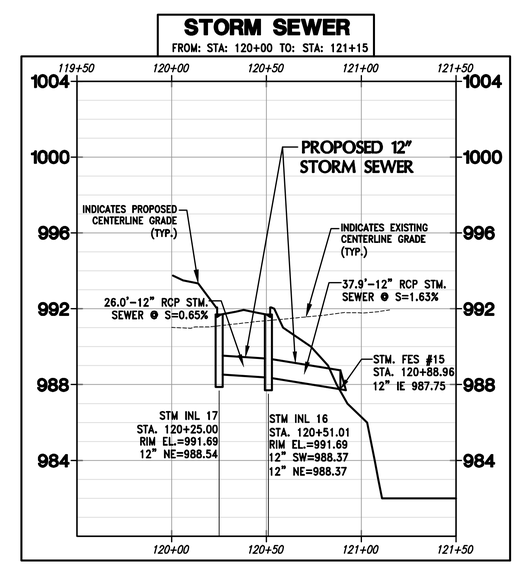

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DATE	DESCRIPTION
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DATE: JUNE 1, 2018

JOB NUMBER: 17017

DESCRIPTION: STORM SEWER PLAN & PROFILE

SHEET

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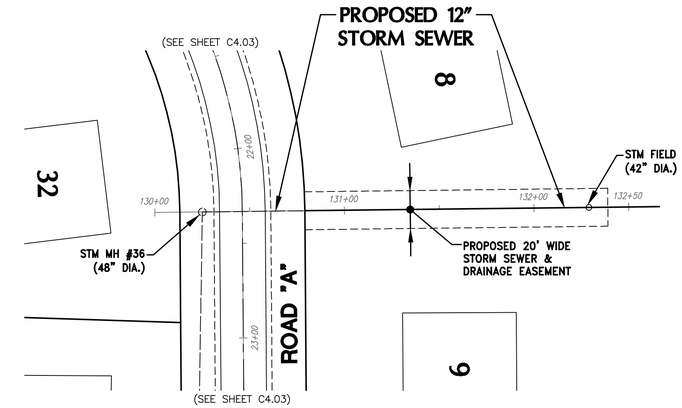
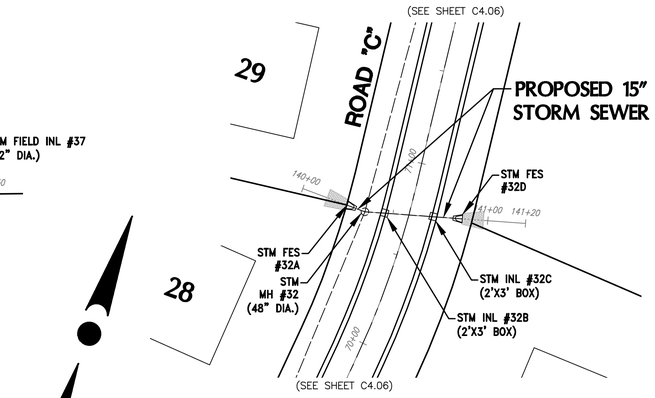


SCALE: 1" = 40' (22"X34")
SCALE: 1" = 80' (11"X17")



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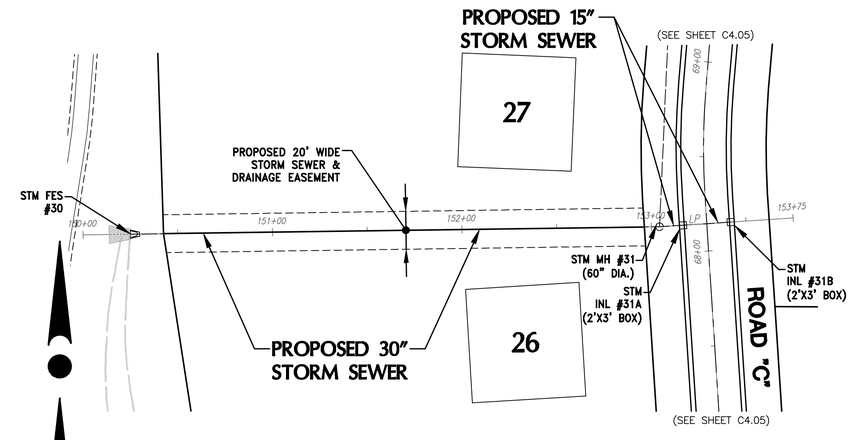
SCALE: 1" = 80' (11"X17")



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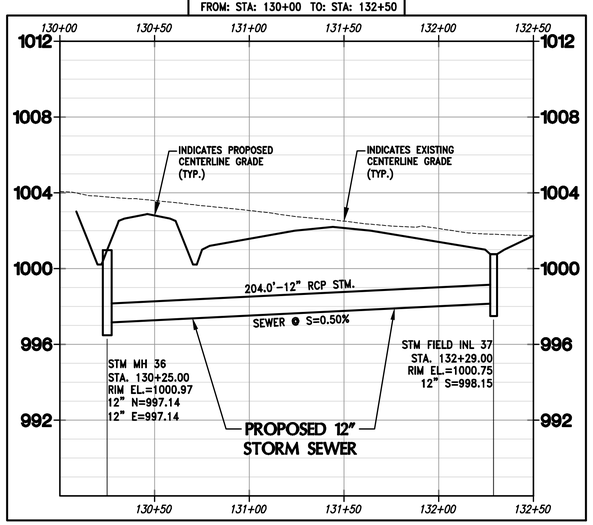

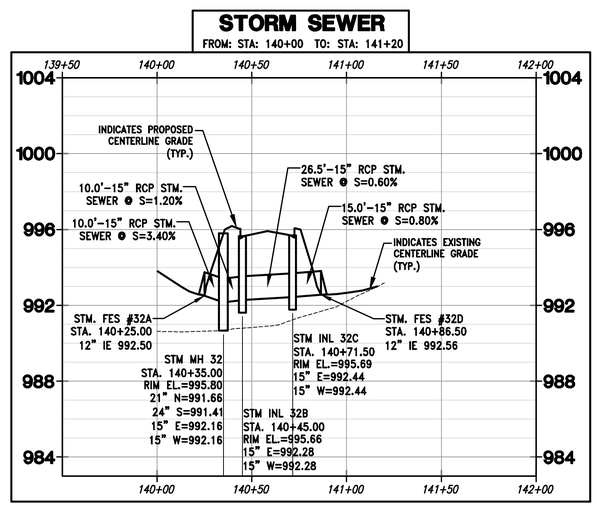

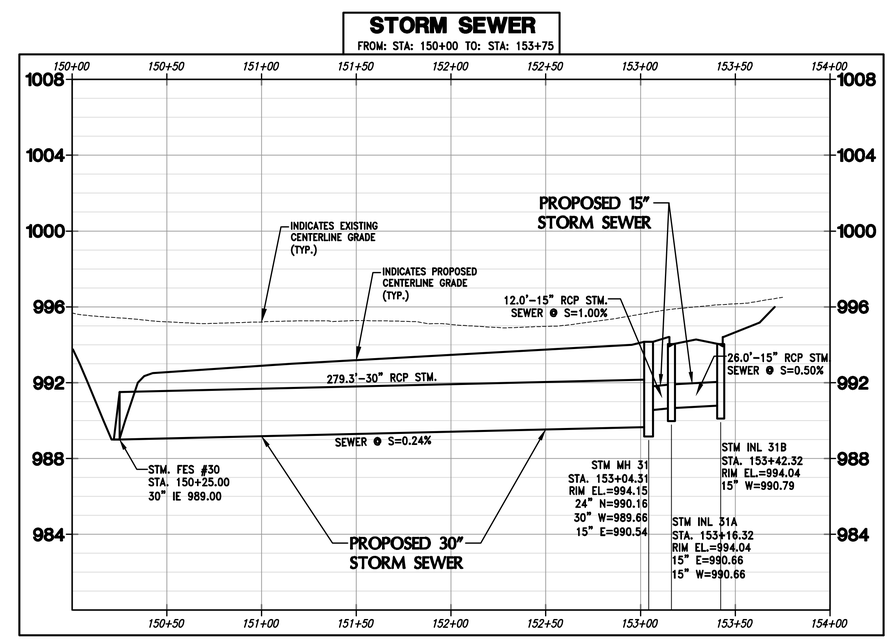

CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

000082

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EMAIL: jpudelko@trioeng.com

PROJECT:
BARNWOOD CONSERVANCY
SINGLE FAMILY SUBDIVISION
TOWN OF LISBON, WISCONSIN
BY: MILLER MARRIOTT CONSTRUCTION CO LLC
249 PAWLING AVENUE, SUITE 201
HARTLAND, WI 53029

REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE: JUNE 1, 2018

JOB NUMBER: 17017

DESCRIPTION: STORM SEWER PLAN & PROFILE

SHEET

C4.07

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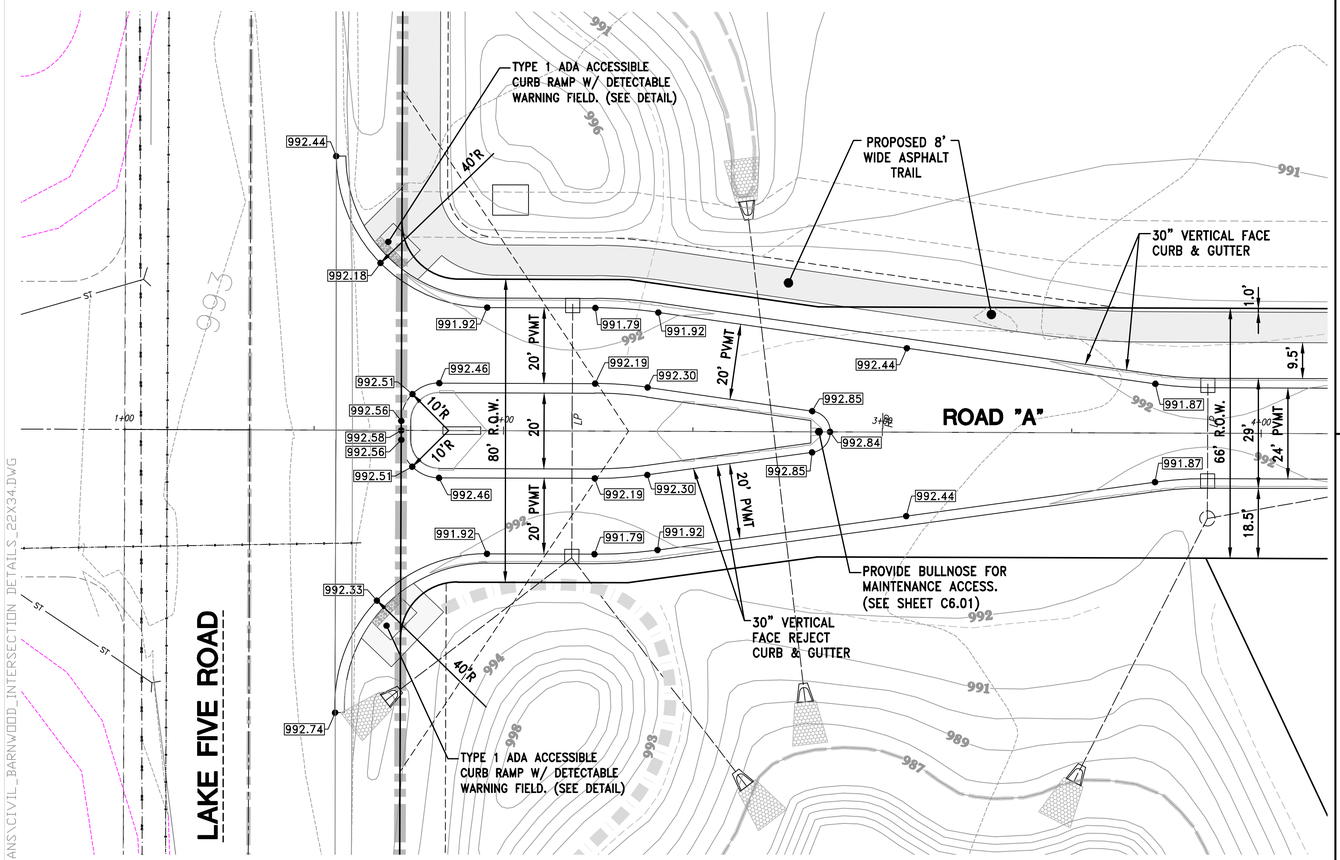

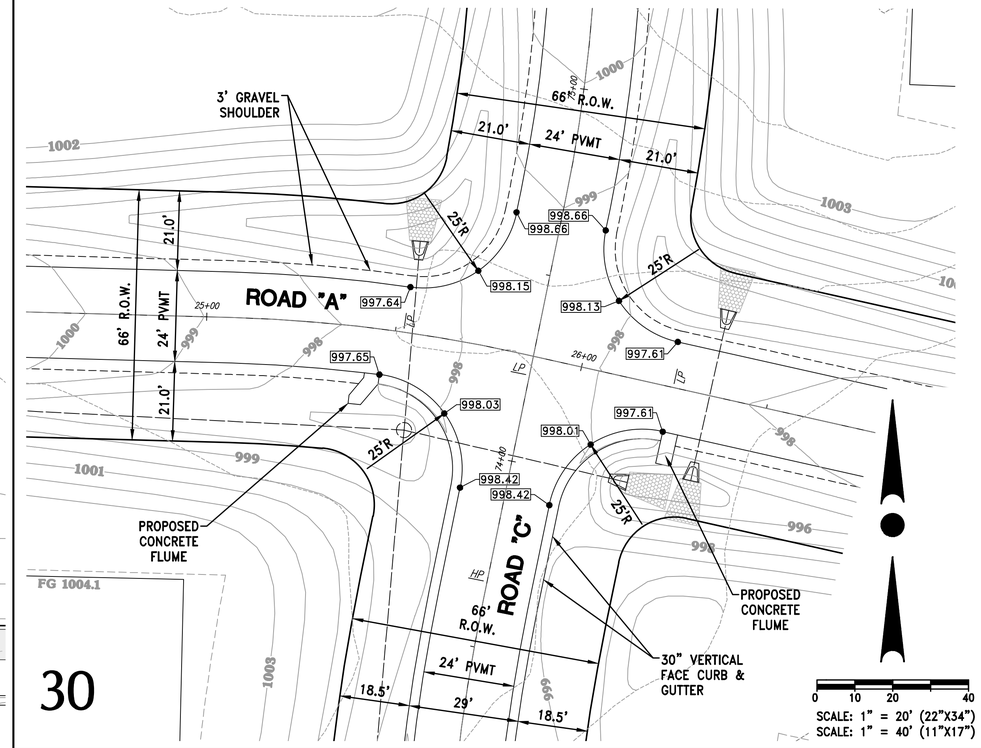

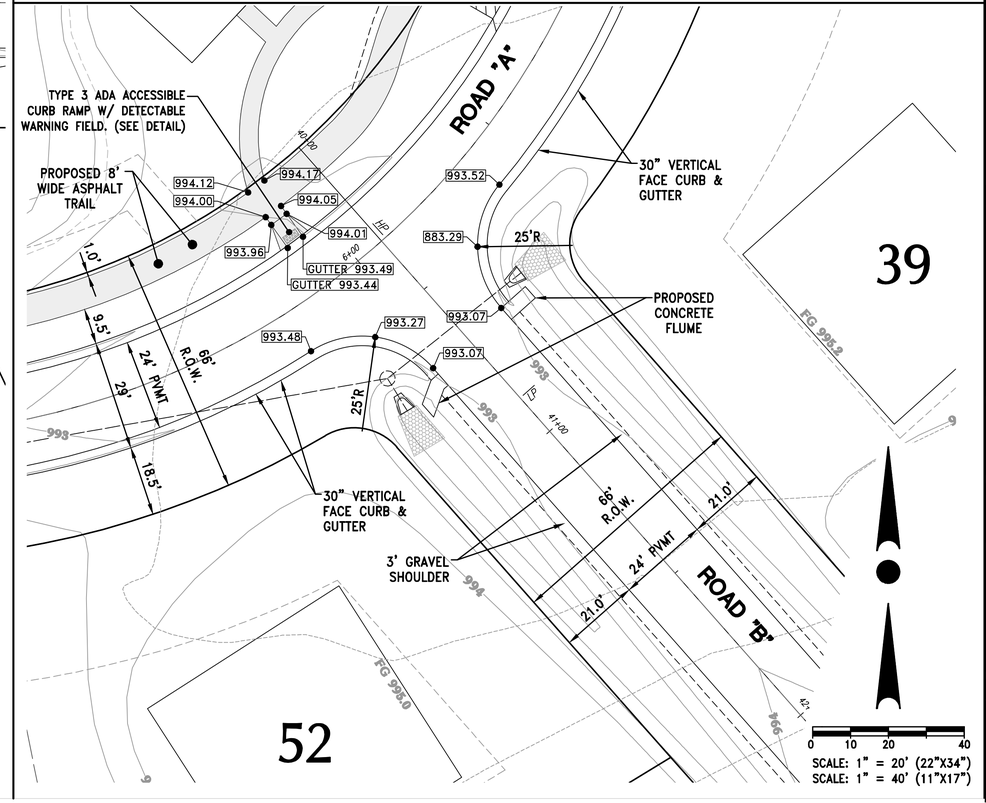

000083

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REVISION HISTORY

DATE	DESCRIPTION
06/01/18	CIVIL SUBMITTAL

DATE: JUNE 1, 2018

JOB NUMBER: 17017

DESCRIPTION: CUL-DE-SAC & INTERSECTION DETAILS

SHEET

C5.00

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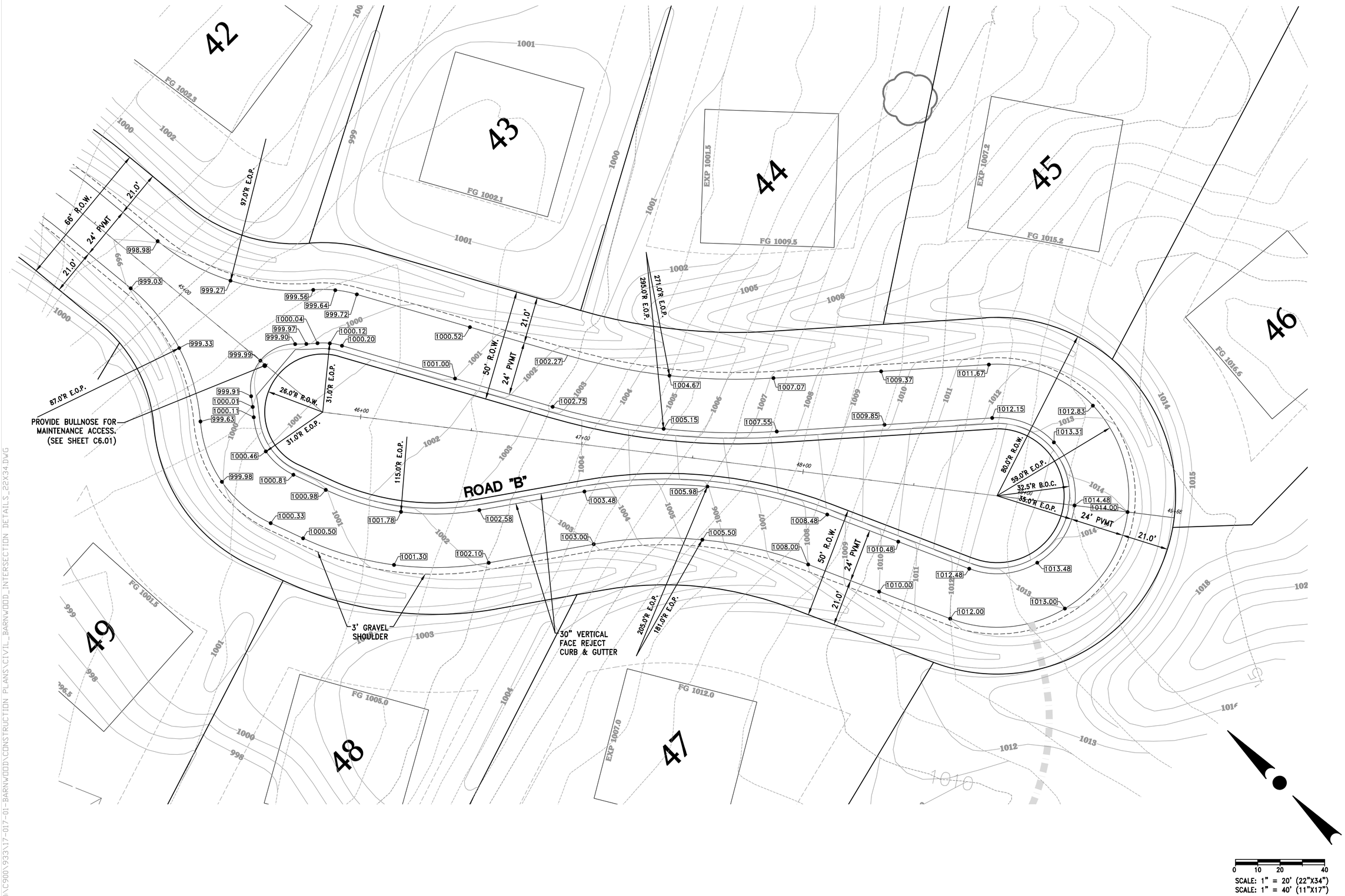

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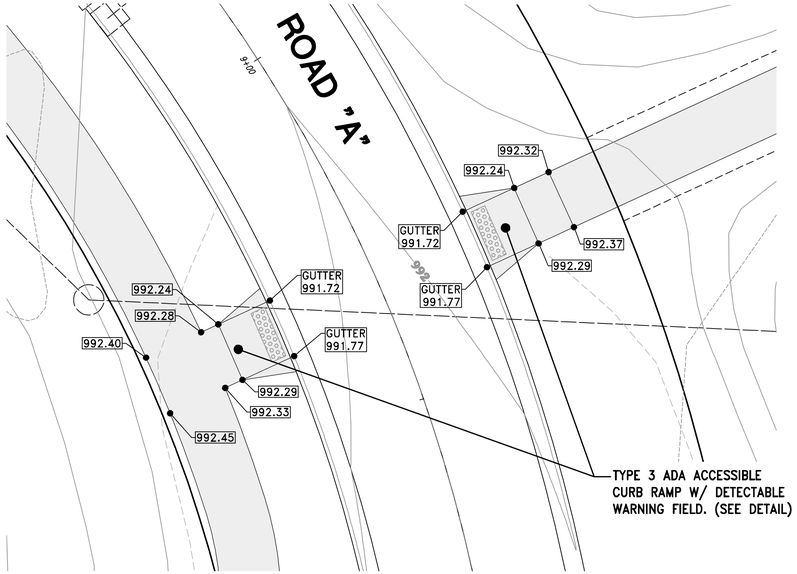

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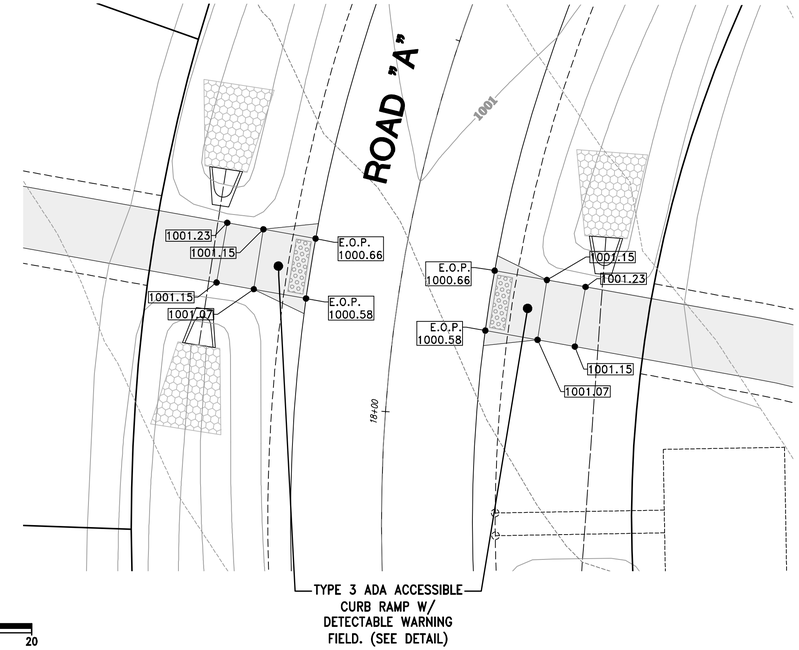
SCALE: 1" = 20' (11"X17")



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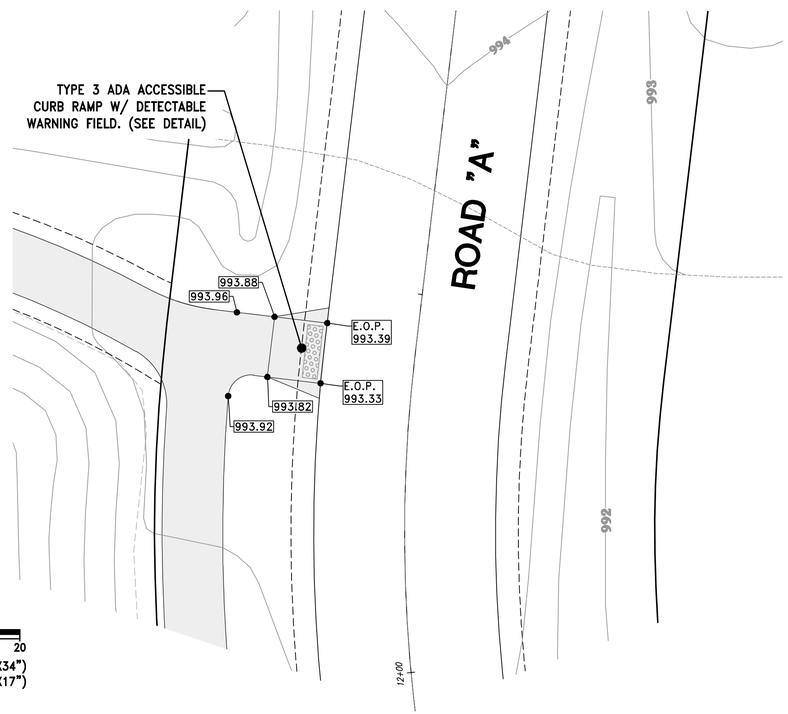

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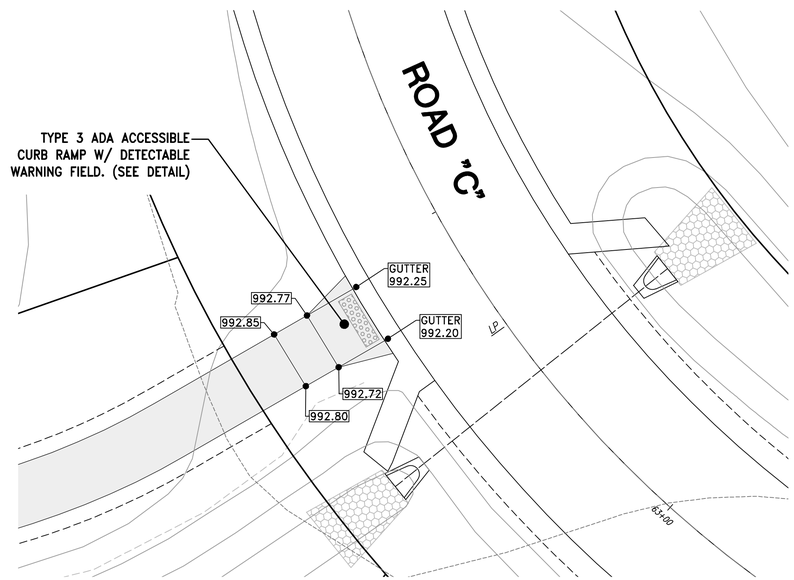

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SCALE: 1" = 20' (11"X17")

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DESCRIPTION:
CUL-DE-SAC & INTERSECTION DETAILS

SHEET
C5.00

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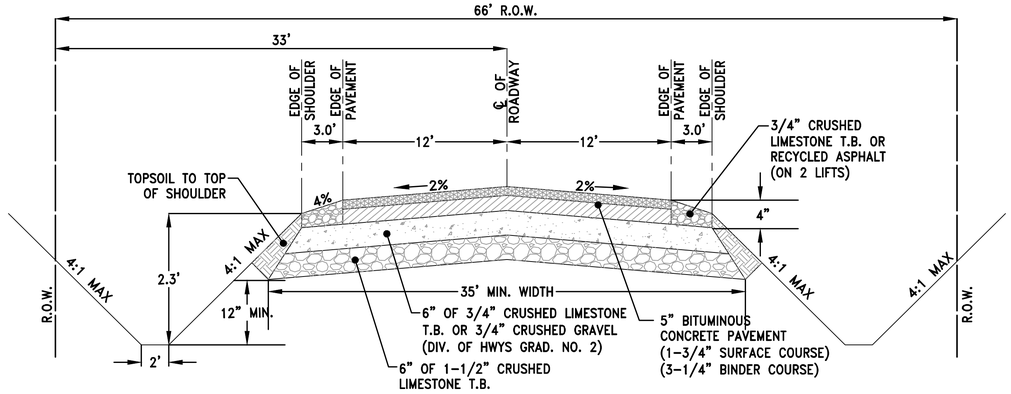
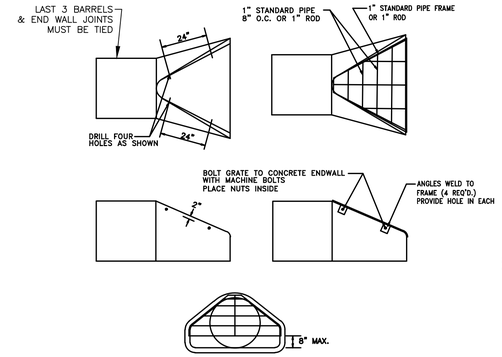


NOTE:
- DITCHES MAY BE DEEPER AND WIDER AS REQUIRED BY TOWN ENGINEER BASED ON CULVERT SIZE REQUIRED

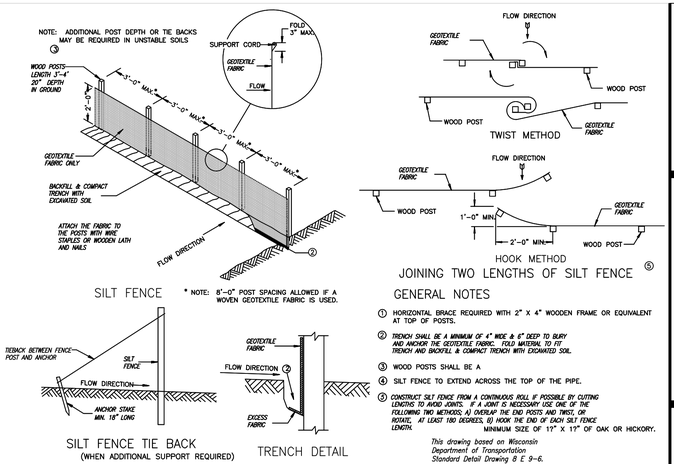
ROAD CROSS SECTION

NO SCALE



PIPE GRATE DETAIL

NO SCALE



GENERAL NOTES

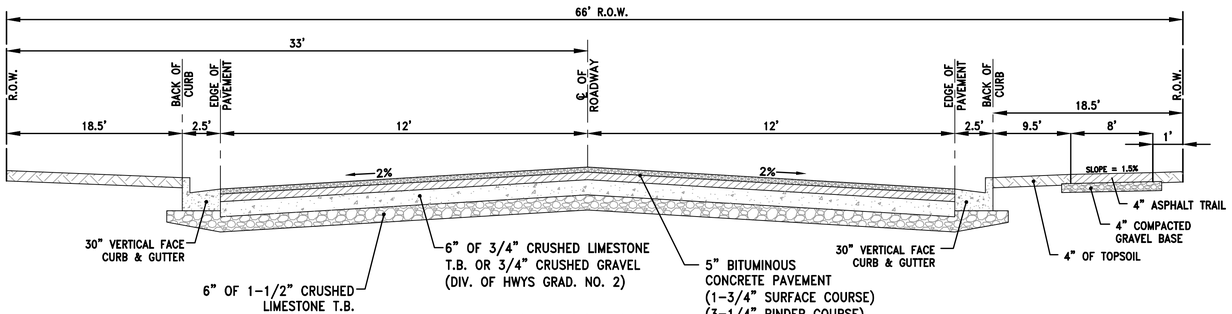
1. HORIZONTAL BRACE REQUIRED WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
2. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
3. WOOD POSTS SHALL BE A
4. SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
5. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: A) OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B) HOOK THE END OF EACH SILT FENCE LENGTH.

MINIMUM SIZE OF 17" X 17" OF OAK OR HICKORY.

This drawing based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 9-6.

SILT FENCE INSTALLATION DETAIL

NO SCALE



ROAD CROSS SECTION

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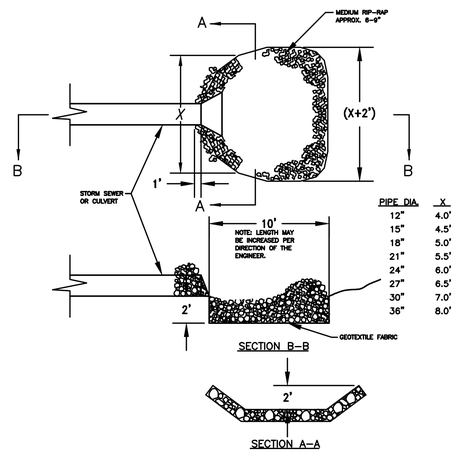
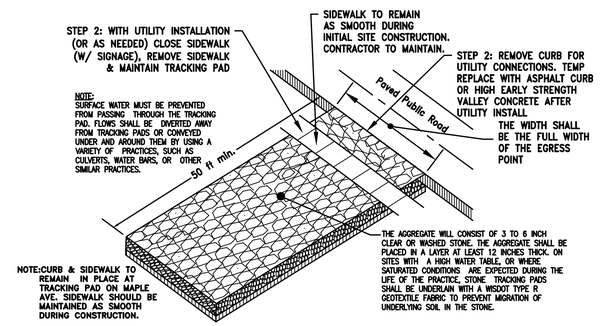


PIPE DIA.	X
12"	4.0'
15"	4.5'
18"	5.0'
21"	5.5'
24"	6.0'
27"	6.5'
30"	7.0'
36"	8.0'

RIP-RAP DETAIL

NO SCALE



CONSTRUCTION ENTRANCE DETAIL

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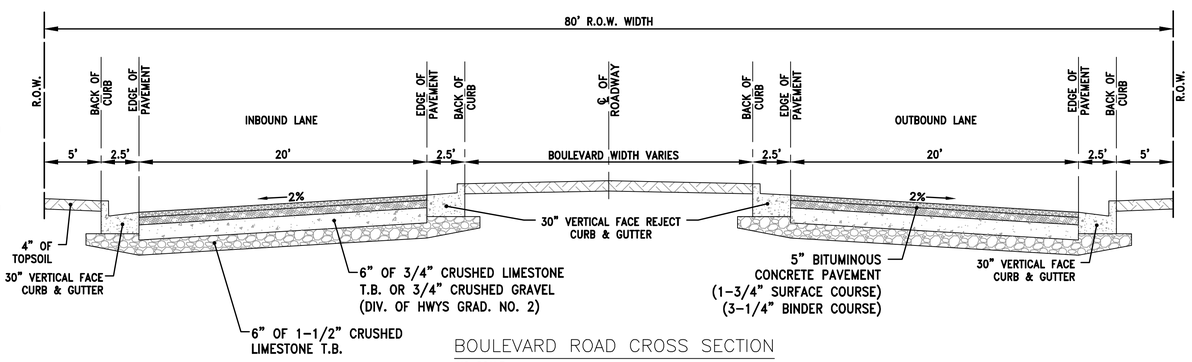
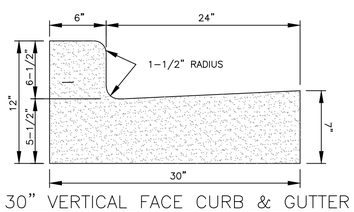


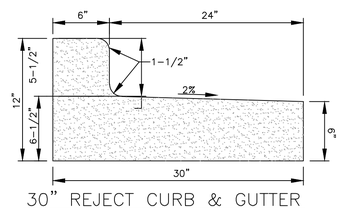
BOULEVARD ROAD CROSS SECTION

NO SCALE



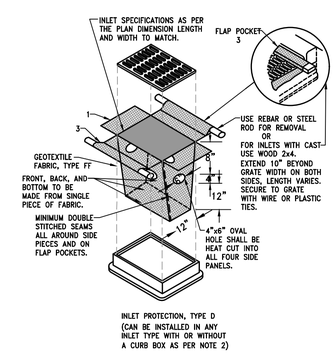
30" VERTICAL FACE CURB & GUTTER

NO SCALE



30" REJECT CURB & GUTTER

NO SCALE



GENERAL NOTES:

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

1. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

2. FOR INLET PROTECTION, TYPE D (WITH CURB BOX). AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

3. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

INSTALLATION NOTES:

TYPE D

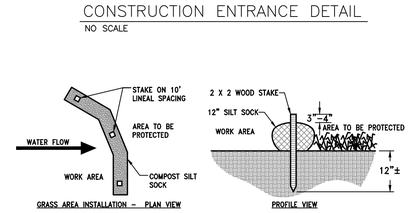
DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

INLET PROTECTION DETAIL

NO SCALE



NOTES:
1. ALL MATERIAL TO MEET MANUFACTURER'S SPECIFICATIONS
2. REFER TO MANUFACTURERS AND/OR SUPPLIERS. SPECIFICATIONS FOR INSTALLATION RECOMMENDATIONS.
3. ACTUAL LOCATION MAY BE FIELD ADJUSTED TO MINIMIZE DISTURBANCE TO EXISTING VEGETATION.

STRAW WATTLE INSTALLATION DETAIL

NO SCALE

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REVISION HISTORY

DATE	DESCRIPTION
08/01/18	CIVIL SUBMITTAL

DATE:
JUNE 1, 2018

JOB NUMBER:
17017

DESCRIPTION:
CONSTRUCTION NOTES & DETAILS

SHEET
C6.00

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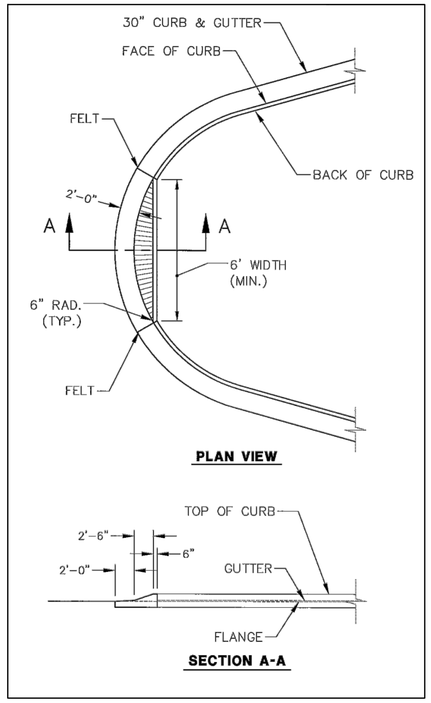

CUL DE SAC ISLAND NOSE DETAIL

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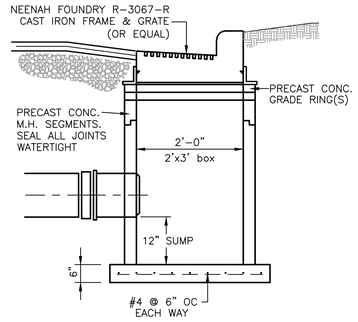
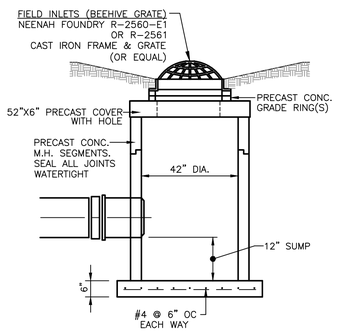


STORM SEWER CATCH BASIN

NO SCALE



STORM SEWER FIELD INLET DETAIL

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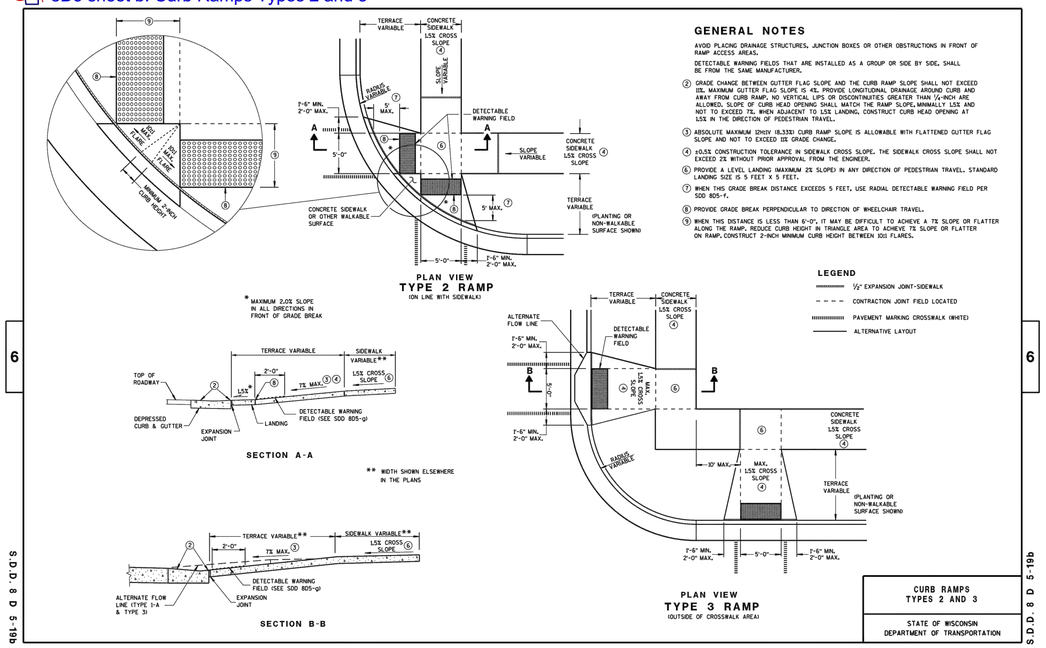
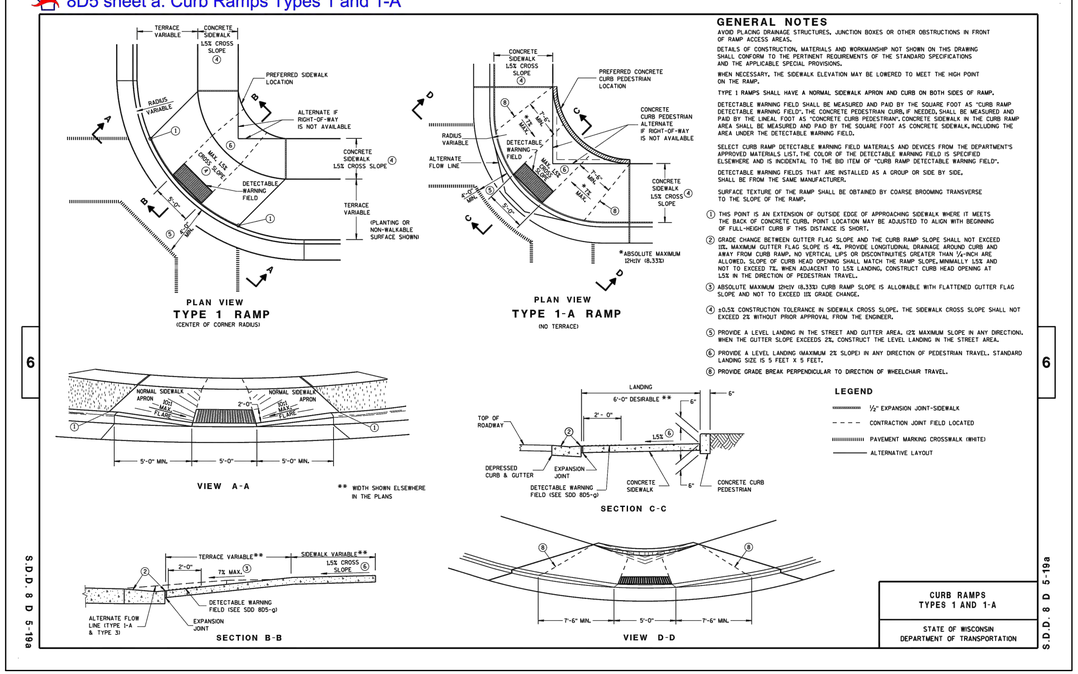
8D5 sheet b: Curb Ramps Types 2 and 3



SIDEWALK CURB RAMP TYPE 3 DETAIL

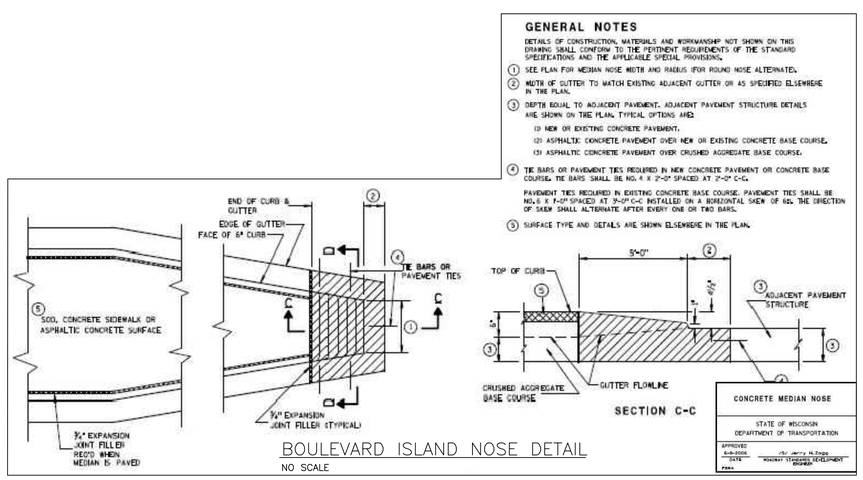
NO SCALE

8D5 sheet a: Curb Ramps Types 1 and 1-A



SIDEWALK CURB RAMP TYPE 1 DETAIL

NO SCALE



BOULEVARD ISLAND NOSE DETAIL

NO SCALE

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BARNWOOD CONSERVANCY, LLC DEVELOPERS AGREEMENT

EXHIBIT B – DECLARATION OF RESTRICTIONS

~ Attached ~

DECLARATION OF RESTRICTIONS OF

BARNWOOD CONSERVANCY

This Declaration of Restrictions ("Restrictions") is made by BARNWOOD CONSERVANCY, LLC, a Wisconsin limited liability company ("Declarant"). Declarant has caused the land subject to the Restrictions, said land being described in Exhibit A, to be platted and will improve the land as a residential subdivision comprised of 52 lots and 4 outlots (said subdivision hereinafter referred to as either "BARNWOOD CONSERVANCY" or "Subdivision"). Declarant now desires to establish a general plan for the use, occupancy and enjoyment of the BARNWOOD CONSERVANCY, and therefore, does hereby declare for the mutual benefit of present and future owners of lots in the BARNWOOD CONSERVANCY ("Owners"), that the BARNWOOD CONSERVANCY is subject to the following covenants, conditions and restrictions.

ARTICLE A

BUILDING AND USE RESTRICTIONS

1. Purpose and Intent. The BARNWOOD CONSERVANCY is intended to be a low-density conservation subdivision in the Town of Lisbon, developed with mid-sized, traditional homes with quietly attractive architecture. The building and use restrictions are intended to insure architectural control that maintains a high level of quality and thoughtful development as set forth in the Restrictions.

2. Dwelling. All lots in the Subdivision are hereby restricted to allow for the erection of only one (1) single family residence ("Dwelling"). A Dwelling shall be limited to one-story and two-story houses. Each Dwelling shall have an attached side-facing garage which shall be of sufficient size to accommodate a minimum of two cars.

3. Architectural Approval and Building Standards. In accordance with the current Town Code, state law, and other applicable regulations, Declarant shall have the power to regulate the appearance, design and general aesthetics of the Subdivision through architectural approval until Declarant has assigned all authority and responsibility under these restrictions pursuant to Paragraph A.34., below. Upon Assignment to the Homeowners Association the Board of Directors of the Homeowners Association shall appoint an Architectural Control Committee to perform Declarant's duties pursuant to this Article A. No Dwelling, fence, swimming pool, deck, patio, recreational structure or equipment (including, without limitation, play houses, tree houses, trampolines, portable basketball hoops, skateboard or skating structures, and roller or ice rinks), retaining wall, landscape feature, artistic or decorative sculpture or structure, whether temporary or permanent, shall be constructed, placed or moved onto a lot, nor shall any structure's exterior exposures be remodeled, reconstructed, or added to, unless first being granted architectural approval by Declarant or the subsequent Architectural Control Committee. The foregoing listing of the items that are subject to Declarant's review and approval shall be construed as being illustrative and not exhaustive, and shall be broadly construed so as to give Declarant broad authority over any structure or improvement to land that may affect the architectural, aesthetic, or environmental qualities of the Subdivision. Collectively, all of these items, structures and improvements shall be referred to as "Improvements" and any Dwelling or other structure shall be referred to as a "Structure".

(a) All building plans for any Structure, which plans shall include, but not be limited to, the exterior design and color of each Structure to be constructed, driveway location, and all yard grades and stake out surveys showing erosion control measures,

shall be submitted to Declarant prior to the commencement of any construction or site preparations. Declarant must approve the submitted plans in writing before an Owner (or its agents or contractors) may submit an application for a building permit to the Town of Lisbon or commence any construction or site preparations.

(b) All Improvements other than a Structure, such as landscaping, decorative fences, in-ground swimming pools, decks, recreational structures or equipment, or other similar Improvements, are subject to the prior written approval of Declarant. All of the aforementioned Improvements shall be consistent in theme with the materials and colors of the Dwelling located on the lot. Construction of any Improvement other than a Dwelling must be completed in full accordance with approved plans, and located as shown on a Plat of Survey or scaled and measurable site plan to be presented with the request for approval, within 6 months from the date construction is commenced, unless otherwise provided by Declarant in writing. Declarant reserves the right to require that any recreational structure or equipment be located within a landscaped area filled with wood chips, mulch, or rubber chips. The approval of any plans by Declarant shall expire and be of no further force or effect unless construction is commenced within one year after approval is given.

(c) Declarant's approval of building design, square footage, location, and any other element influencing the appearance and aesthetics of the Subdivision shall be based upon the building and use restrictions contained in this Article A, such guidelines as may be adopted or amended from time-to-time by Declarant, and the professional judgment of Declarant's principals, all such factors being in Declarant's sole, but reasonable, discretion. Without limiting Declarant's authority, Declarant shall have the right to withhold its approval of a proposed Improvement if the proposed Improvement is too similar in

appearance to other Improvements in proximity, is not consistent with the intent of these Restrictions, or is not aesthetically compatible with the other Improvements within the Subdivision. Declarant shall take into consideration the suitability of the Improvement in relationship to its location and in relationship to other existing Improvements, the construction materials to be utilized, the site upon which it is proposed to be erected, the harmony of the design and exterior colors thereof with other Improvements, the view and outlook from adjacent properties, and any and all other considerations which may affect or influence Declarant in attempting to comply with the purposes herein set forth, it being the intent of Declarants to maintain diversity in appearance and maintain a high quality of design in the Subdivision.

(d) The Owner shall submit to Declarant a full size set of building and site plans and a plat of survey showing the location of the planned Improvement(s) for Declarant's review. The Owner's submission shall include one full sized printed set of the plans and survey, an 11" x 17" printed set of the plans and survey, and another electronic set submitted as a PDF file. Any changes or revisions required by Declarant shall first be made to the plans by the Owner and resubmitted to Declarant before final approval is given. Following Declarant's final approval, the plans shall not be materially altered, revised, or amended without Declarant's written consent.

(e) Notwithstanding the powers reserved to Declarant in this Declaration and except for such duties explicitly set forth by ordinance, statute, or written agreement executed by Declarant, Declarant shall have no obligation to maintain, and shall not be responsible for maintaining or protecting, the value of property in the Subdivision.

4. Amendments. Declarant, and no other (except assignees named in

accordance with Paragraph A.34. beow, shall have the right and authority to modify or to permit variances from these Restrictions, if in Declarant's opinion, the modifications or variance are consistent and compatible with the overall scheme of the Subdivision, provided that no such modification shall be in violation of governmental laws, rules and regulations, or have the effect of revoking an approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of Declarant, and any modifications or variances granted hereunder, shall not in any way be interpreted as, (i) preventing Declarant from requiring at any time, and from time to time, strict compliance with the Restrictions, or (ii) as entitling any other Owner to a modification or variance except as approved and granted in writing by Declarant.

5. Minimum Home Size. The following minimum sizes for a Dwelling in the Subdivision shall be based solely on living area within the Dwelling. For the purpose of computing the square footage of living area within a Dwelling, the basement level and garage area of a Dwelling shall not be included in the square footage. Declarant's determination and calculation of the minimum square footage required for a Dwelling to be built upon a lot shall be final, provided that the minimum conforms to the applicable municipal zoning requirements. Declarant's determination of the classification of the Dwelling for the purpose of determining the minimum square footage (i.e., single story or two story) shall be final. All Dwellings in the Subdivision shall have the following minimum living areas:

(a) A single story Dwelling shall have a minimum of 1700 square feet of living area on the first floor of the Dwelling.

(b) A two story Dwelling shall have a combined minimum of 1800 square feet of living area on the two floors of the Dwelling.

6. Exterior Materials. Exterior walls of all Dwellings must be constructed of structural or thin-cut face brick, stucco-type material, Dryvit, stone, wood, **LP® SmartSide®,** Hardiplank®, or other similar products approved by Declarant. In no event shall the exterior, or any portion of the exterior, of any structure consist of aluminum or vinyl siding. The color of exterior siding and trim shall be subject to Declarant's approval.

7. Brick and Masonry. If masonry is used as siding, the masonry must be placed on all walls of the Dwelling, unless it is placed only on fireplaces, chimneys or column bases. Declarant may require brick lines, brick accents, or other decorative architectural detail on Dwellings as an exterior material at the sole discretion of Declarant.

8. Casings and Shutters. All windows on Dwellings must be trimmed using minimum 5 1/2" casing, shutters, or any other trim approved in writing by Declarant. Unless prior approval in writing is provided by Declarant, windows are required on all four (4) sides of the Dwelling. If shutters or window casings and trim are used on windows, they must be used on all four sides of the Dwelling.

9. Fireplaces and Chimneys. Direct vent fireplaces will be permitted only if the exterior portion of the vent elements are at the rear of side of the Dwelling No vent elements will be allowed on the front of the Dwelling (street facing facade). Chimneys need not be masonry, but must be architecturally consistent with the remainder of the Dwelling's exterior.

10. Roofs. All roof areas shall have an appropriate pitch of eight feet in height for each twelve feet in length (8/12), except for porches, rear dormers and other special circumstances if the same are approved in writing by Declarant. Declarant shall have the right to approve a lesser pitch if it is better suited to the architectural design of the house. All roof areas shall be covered with wood shakes, 30 year dimensional fiberglass or asphalt shingles, slate, copper or other approved metals. However, Declarant shall have the right to approve other roofing materials if they are of comparable or superior quality and are better suited to the approved building design. All roofing materials must be approved by Declarant in advance in writing and such approval shall be in Declarant's sole discretion.

11. Exterior Appearances. The Dwelling's exterior style may be consistent with one of the home styles depicted in Exhibit B. Declarant retains the authority to permit home styles different from those depicted in Exhibit B.

12. Water and Sanitary. All lots will be served by private wells and septic systems installed and maintained in accordance with the applicable municipal code. This provision shall not limit the lawful authority of the municipality to develop and install public sewer and water systems.

13. Attached Garages and Driveways. One garage with a minimum of two standard- sized automobile stalls shall be attached to the Dwelling, directly or by breezeway and shall be constructed at the same time as the Dwelling. Garage entrances shall be side entry unless existing lot conditions do not permit such side entry. Declarant's determination of architectural design, including garage entrances, shall be final. All driveways, patios, sidewalks, and walkways shall be paved with asphalt, concrete or brick. Driveway location shall be subject to Declarant's review and approval.

14. Accessory Buildings. Detached accessory buildings are permitted, but shall be subject to Declarant's review and approval. The siding, theme and style used for any detached accessory buildings shall match the siding, theme and style of the Dwelling. Additional garages, playhouses, play equipment, dog houses, pet houses, and kennels shall be allowed only as approved detached accessory buildings. A detached accessory buildings may require a building permit issued by the Town of Lisbon and all detached accessory buildings must comply with applicable zoning regulations and dimensional restrictions, such as setbacks and offsets.

15. Prohibited Improvements. Above-ground pools, inflatable swimming pools (the inflated height of which is greater than 18-inches), inflatable play structures or units (the inflated height of which is greater than 18-inches and the use of which shall continue for more than 24 continuous hours), and any other structure or improvement not explicitly permitted in the Restrictions, whether temporary or permanent and attached to the ground or moveable, are prohibited. This prohibition and restriction shall be broadly construed so as to carry out Declarant's intent that lots shall be developed only with a Dwelling and those other Improvements listed in this Article A.

16. Setbacks and Offsets. All setbacks and offsets of improvements shall be strictly enforced as set forth in the the Subdivision plat.

17. Erosion Control. During all construction, Owners, and all contractors and subcontractors, shall comply with all governmental erosion control plan requirements.

18. Completion of Commenced Work. The construction of all Dwellings, initial landscaping and paved driveways, shall be completed within 12 months from the start of construction, unless an extension is granted by Declarant for good cause shown. In the event that landscaping or driveway construction is not completed within the 12-month time period, or any extension thereof, Declarant or the Homeowners Association, as the case may be, may complete the landscaping and driveway and charge the Owner for all costs incurred to complete the work, which charge may be secured by a lien on the lot and improvements. If an Owner chooses to leave the lot vacant indefinitely, the lot shall be maintained in accordance with all applicable federal, state, county and municipal laws, codes, regulations, ordinances and this Declaration. If the lot is not reasonably maintained, Declarant or the Homeowners Association may hire a contractor to maintain the lot and charge the Owner for all costs incurred by Declarant or Homeowners Association, which charge may be secured by a lien on the lot.

19. Grading. All lots shall be graded immediately upon completion of construction. Each Owner must strictly adhere to and finish grade its lot in accordance with the master grading plan or any amendment thereto approved by the Town of Lisbon and Waukesha County on file in the Waukesha County Office of Parks and Land Use. Each Owner is required to submit a lot grading plan in compliance with the Subdivision's final master grading plans and specifications to the Developer, the Town of Lisbon and the County Building and Zoning Official at the time of permitting and shall implement the approved lot grading plan prior to occupancy. Final yard grade and top of foundation elevation are subject to approval by the Town of Lisbon, Waukesha County and Declarant, and shall be consistent with the master grading plan. The grade shall thereafter be maintained to strictly comply with the comprehensive grading plan and erosion

control standards for the Subdivision approved by the Town of Lisbon and Waukesha County. Strict compliance with such grading plan shall be enforced so as to prevent the improper discharge or redirection of storm water onto any adjacent lots. Declarant, Town of Lisbon and Waukesha County, and their agents, employees or independent contractors, shall have the right, but not the obligation, to enter upon any lot, at any time, for the purpose of inspection, maintenance, or correction of any drainage condition and the Owner shall be responsible for the cost of any such inspection, maintenance or correction. Any correction of a drainage condition by the Town of Lisbon shall be subject to a special charge pursuant to Wisconsin Statutes § 66.0627 and any amendment thereto.

20. Street Cleaning or Repair. Each Owner shall cause its contractors to keep the Subdivision's roads, curbs, gutters, trails, drainage ways and ditches, and right-of-way areas (collectively, "Roads") reasonably clean and free of debris resulting from the construction. In addition, each Owner shall repair, or cause its contractors to repair, any damage caused to the Subdivision's Roads by Owner or its contractors. If the Owner does not clean or repair or restore any damage to the Roads of the Subdivision as required in this section, Declarant or the Homeowners Association, after five (5) days prior written notice to the Owner, shall have the right, but not the obligation, to clean and repair or restore such Roads and Declarant or the Homeowners Association may require the Owner to pay the cost thereof pursuant to a Special Assessment as provided in Article B, Section 8 hereof.

21. Maintenance of Lot During Construction. During construction, the Owner shall ensure that its contractors maintain a clean construction site, including, but not limited to, cleanup of all scraps, paper, or other waste materials, and that all access to the lot shall only be through the approved driveway, and by no other means. In the event that the Owner or its

contractors fail to maintain a clean construction site or enter the lot by means other than the driveway, Declarant or the Homeowners Association shall have the right to perform the necessary cleanup (including any road clean-up) and make the necessary repairs (including any repairs to any neighboring lot) and shall be entitled to collect from the Owner all expenses that were incurred by Declarant and the Homeowners Association and to levy a special assessment against the lot Owner.

22. Lamppost. All Owners shall pick-up, erect and maintain a subdivision standard lamppost, with an unswitched photo-electric cell, at a location to be reviewed and approved by Declarant. The design (including materials) of each lamppost shall be subject to the approval of Declarant, in Declarant's sole discretion. The lamppost shall be maintained by the Owner, at the Owner's expense, in a proper operating manner. If the Owner fails to maintain the lamppost in proper operating order, maintenance of the lamppost may, fifteen (15) days after written notice to the Owner, be performed by Declarant or the Homeowners Association and the cost of such maintenance shall be a Special Assessment against the Owner's lot, payable according to the terms and conditions contained in Article B, Section 8 hereof. Owners shall operate the light in the lamppost between the hours of dusk to dawn. All repairs, maintenance, operation and replacement of these lights shall be performed by the Owner at its sole expense.

23. Landscape Plans & Tree Restrictions. Owners shall submit a landscape plan for review by Declarant no later than at the time a building permit is applied for. The removal of any tree shall be subject to Declarant's review and approval and shall also be subject to the restrictions on tree removal set forth on the Subdivision Plat. 4 trees greater than 4 inches in diameter must be included in each lot’s landscape plan, with 2 such trees to be planted or maintained in the front yard.

24. Mailboxes. All Owners shall pick-up, erect and maintain a subdivision standard mailbox at a location to be reviewed and approved by Declarant and in accordance with Town of Lisbon and US Post Office regulations. The design (including materials) of each mailbox/newspaper box shall be subject to the approval of Declarant, in Declarant's sole discretion.

25. Fences and Screenings. Landscape Plans showing exact locations and construction details of fences, walls, hedges or mass screening plantings shall be submitted to Declarant and be approved in writing before they may be constructed or planted. Fence approvals are at Declarant's sole discretion and will depend on such items as landscape screening, functionality, location, and materials. No fences erected on any lot shall be higher than five (5) feet from the graded surface of the lot. No perimeter lot fencing shall be permitted. If the fence restrictions and ordinances of the Town of Lisbon or Waukesha County in effect from time-to-time are more restrictive than the restrictions contained herein, the zoning restrictions and ordinances shall control and supersede the terms and conditions contained herein to the extent and solely with respect to those issues for which such restrictions and ordinances are more restrictive.

26. Outside Storage. There shall be no long-term outside storage of cars, motorcycles, snowmobiles, ATVs, boats, watercraft, canoes, kayaks, jet skis, trailers, buses, trucks or campers, or any other vehicles or items deemed to be unsightly by Declarant or the Homeowners Association. "Long term" storage shall be any storage that persists for more than 30 consecutive days, or for more than half of any 60 day period. The overnight outside storage or parking of vehicles, used for commercial

purposes and bearing identification or signage of commercial purposes, is expressly prohibited, and any such commercial vehicle must be housed in a garage.

27. Miscellaneous Improvements. In ground swimming pools may be permitted upon approval by the Declarant. There shall be no above-ground swimming pools, sport courts, or satellite dish antennas having a diameter in excess of twenty-four (24) inches. No antenna or permitted satellite dish shall be mounted or installed on any roof. Any antenna or permitted satellite dish, if possible without interfering with reception, will be placed and screened so as to minimize its visibility from roadways and neighboring lots. Notwithstanding the foregoing, this section shall not supersede any applicable federal or state laws or ordinances regulating over the air receptive devices.

28. Debris. No lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of an approved Dwelling or other permitted Improvements) of any character whatsoever, nor shall any lot be used for the storage of any property, item or material that shall cause such lot to appear unclean or untidy or that will be obnoxious or offensive in the opinion of Declarant or the Homeowners Association. Trash, garbage, refuse, debris or other waste kept on any lot in preparation for removal from such lot shall be kept in sanitary, covered containers, which are stored out of sight of the street and adjacent property.

29. No Nuisance. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be a nuisance to the neighborhood in the opinion of the Declarant or the Homeowners Association.

30. Pets. No exterior dog kennel or dog house which is not attached to the Dwelling shall be constructed or maintained on any lot except as a detached accessory building pursuant to Section 14 of this Article A. No Owner shall keep any pet or pets which

create a nuisance to neighboring Owners or the public, in the opinion of the Declarant or the Homeowners Association. Owners shall comply with all Town of Lisbon and Waukesha County ordinances regarding the keeping and licensing of pets. All farm animals, poultry, horses, etc., and all animals kept for commercial purposes are strictly prohibited.

31. Owner's Waiver of Liability and Indemnification of Declarant Regarding Storm Water Detention Ponds and Storm Water Infiltration Ponds. The storm water retention ponds, infiltration basins, and Storm Water management devices or structures (collectively, "Ponds") located within the Subdivision have been created and were required by the Town of Lisbon and Waukesha County to assist in the detention and infiltration of storm water from the Subdivision. The Ponds are not intended to be used for swimming or as recreational facilities, and any such use of the Ponds is strictly prohibited. Any person entering the Ponds does so at their own risk. By purchase of a lot in the Subdivision, each Owner and its respective successors, assigns, heirs and personal representatives, waives, to the fullest extent permitted by law, any and all claims or liability for damages against the Declarant, the Homeowners Association, and their respective agents, contractors, employees, officers, directors, shareholders, members, successors and assigns, arising from, or relating to, bodily injury or property damage sustained in or about, or resulting from the use or existence of, the Ponds. In addition, each Owner, and their successors, assigns, heirs and personal representatives, agrees to indemnify, defend and hold harmless Declarant, the Homeowners Association, and their respective agents, contractors, employees, officers, directors, shareholders, members, successors and assigns, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees), including those arising from any death, bodily injury or property damage sustained in or about, or resulting from the use or existence of, the Ponds brought by any member of the Owner's family, the Owner's

invitees, or guests.

32. Enforcement. Declarant and the Homeowners' Association shall have the right, but not the obligation, to enforce all of the terms, conditions and restrictions contained herein and any rules or regulations promulgated hereunder. Any Owner violating the terms, conditions or restrictions contained herein shall be personally liable for, and shall reimburse Declarant or the Homeowners' Association for, all costs and expenses, including attorneys' fees, incurred by Declarant or the Homeowners' Association in enforcing the terms, conditions and restrictions contained in this Declaration. Any Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Owner's lot or anywhere else in the Subdivision without first obtaining the prior written approval of Declarant or the Homeowners' Association shall, at Declarant's or the Homeowners' Association's discretion, be required to remove such improvement or improvements in their entirety at the Owner's expense. The foregoing shall be in addition to any other rights or remedies which may be available at law.

33. Release of Liability. The Owners, by the purchase of their lots, agree that Declarant, the Homeowners Association and their respective agents, contractors, employees, officers, directors, shareholders, members, successors and assigns, shall not be held liable for any good faith decision or decisions made by Declarant, the Homeowners Association or their respective agents, contractors, employees, officers, directors, shareholders, members, successors and assigns in enforcing the terms, conditions and restriction contained herein and in establishing these restrictions.

34. Assignment of Authority. Declarant may delegate or assign the authority and responsibilities of Declarant contained herein to the Homeowners Association at such time as Declarant may elect in its sole discretion, but no later than the date that Declarant and any

Successor Developer no longer own any lots in the Subdivision. Declarant may assign the authority and responsibilities of Declarant contained herein to a successor developer who takes ownership of 2 or more Subdivision lots and agrees to assume the authority responsibilities of Declarant under these Restrictions ("Successor Developer"). Declarant's assignment of authority and responsibility to the Homeowners Association or to a Successor Developer shall terminate all obligations of such assignor; but even after such assignment, all waiver, indemnification and release of liability provisions contained in this document shall forever protect such assignor (Declarant), its agents, contractors, employees, officers, directors, shareholders, members, successors and assigns. Neither this provision nor any waiver, indemnification and release of liability provisions shall not be subject to modification except upon the written consent of the first Declarant and each Successor Developer (if any). A notice of any assignment should be sent to the Homeowners Association in accordance with Paragraph 35, below.

35. Notice to the Homeowners Association shall be given by mailing notice to the registered office of the Homeowners Association, or if none, then by sending notice to the last known Owner of each lot in the Subdivision, as shown in the tax rolls of the Waukesha County Treasurer.

ARTICLE B

BARNWOOD CONSERVANCY HOMEOWNERS' ASSOCIATION, INC.

I. Membership & Power. Each Owner of a lot in the Subdivision shall be a member in a Wisconsin non-stock, nonprofit corporation named BARNWOOD CONSERVANCY Homeowners' Association, Inc. (herein referred to as the "Homeowners Association"). The Homeowners Association is created for purposes of: (a) managing and controlling the common affairs of the Subdivision, (b) managing, controlling and maintaining any Common Area in the Subdivision (as defined below), and (c) performing other duties as set forth herein for the common benefit of the Owners.

2. Common Areas.

(a) The term "Common Areas" shall include the following areas of the Subdivision:

(i) All outlots, conservancy areas, dedicated trails and common areas of the Subdivision as shown on the Final Plat of the Subdivision.

(ii) Any area of easements granted to the Owners or Homeowners Association by Declarant or as indicated on the Final Plat over portions of the lands subject to this Declaration.

(iii) The grass areas, and any fencing and landscaping, contained within the unimproved portions of any public rights-of-way included within the lands subject to this Declaration.

(iv) Such areas of the Subdivision, any area outside of the Subdivision, and any Outlot within the Subdivision that have been dedicated to the Town of Lisbon or Waukesha County, to the extent that the obligation of maintaining

such area has been delegated to or assumed by the Homeowners' Association.

(v) Such other areas or items for which the Homeowners Association is obligated to maintain as set forth in the Development Agreement with the Town of Lisbon or Waukesha County.

(b) The "common areas" shall include all improvements to the areas described above.

(c) Each Subdivision lot shall have an appurtenant undivided fractional ownership interest in the Common Areas (that are not otherwise owned by or dedicated to the Town of Lisbon or Waukesha County), the numerator of which shall be one and the denominator of which shall be the total number of lots subject to the Declaration.

3. Use of Common Areas. All Common Areas and related facilities shall be used for the common benefit of the Owners of lots in the Subdivision and the general public, except as otherwise restricted by easement or rules promulgated by the Homeowners Association or by virtue of dedication to the Town of Lisbon or Waukesha County . Such Common Areas shall not be used for recreational or other activities by anyone unless in accordance with the terms, conditions and restrictions contained herein or as are hereafter adopted or otherwise approved by Declarant or the Homeowners Association. No rules may be created that give the Owners of the lots in the Subdivision greater rights to the common areas than the general public; however, this shall not preclude rules that would allow individuals to reserve common areas for occasional private use to the exclusion of others. Declarant shall have the right to erect signs in the outlots and Common Areas to promote the sale of lots, subject to the Town of Lisbon Sign Code. Any signs, monuments, structures or other common facilities constructed by Declarant or the Homeowners Association on any Common Areas shall be operated and properly maintained and repaired by Declarant or the Homeowners Association

(as the case may be) so as to be neat and attractive in appearance.

The Homeowners Association shall properly maintain the Common Areas so that they are neat and attractive in appearance (including, without limitation, proper care and cutting of grass and other vegetation). The Homeowners Association shall maintain all storm water drainage facilities (detention ponds, infiltration basins) so as to ensure that they function properly. The obligation to maintain the storm water detention ponds and infiltration basins includes, but is not limited to, the obligation to clean and dredge such facilities as necessary and as specified by the relevant sections of the manual for maintenance of the same supplied by the engineer who designed the ponds, if any, or as required by the Stormwater Maintenance Agreement entered into by Declarant and the Town of Lisbon or Waukesha County. Any plantings or signs placed in the Subdivision by Declarant or the Homeowners Association at any of the entry locations shall also be considered Common Areas, and shall be cared for and maintained in the same manners as described above. Any portion of the Common Area within the public street right-of-way may only be improved or altered with the consent of the appropriate public authorities, but such areas may be maintained in a neat and attractive manner by the Homeowners Association.

In the event that maintenance of the storm water management measures is not undertaken by the Homeowners Association, the Town of Lisbon or Waukesha County may perform maintenance work on the storm water management measures if such failure to maintain (i) has a material adverse effect on property, or (ii) endangers the public health or safety. This grant of authority is not intended to supersede the legal authority of the Town or County as set forth in applicable statutes or the municipal code, but is supplemental to such authority. If the Town of Lisbon or Waukesha County elect to act under this grant of authority either shall have the right to perform any such maintenance pursuant to this section if such

government entity shall provide the Homeowners Association with written notice stating with specificity the maintenance activities the Town of Lisbon or Waukesha County deems to be required with respect to the storm water management measures and the Homeowners Association shall have ten (10) days after receipt of such written notice to perform such maintenance. Said ten-day period shall be extended if the Association has commenced such maintenance work within the ten-day period and is diligently proceeding to complete the same.

In the case of an emergency situation, as determined in the discretion of the Town of Lisbon or Waukesha County, no notice will be required prior to the Town of Lisbon or Waukesha County performing emergency maintenance.

The costs of any measures undertaken by the Town of Lisbon pursuant to this Section shall be assessed against all the lot owners pro rata according to their fractional ownership interest in accordance with the provisions of Section 66.0627, Wis. Stats., as it may be amended and renumbered hereafter. It is expressly understood and acknowledged that such costs shall be deemed a special charge for current services and may be levied in accordance with the provisions of Section 66.0627, Wis. Stats., as it may be amended and renumbered hereafter.

Any such assessment which is not paid within sixty days after billing shall be deemed a delinquent special charge and shall become a lien upon the lot against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the lot for which payment has not been received, and all proceedings in relation to the collection, return and sale of the property for delinquent real estate taxes shall apply to such special charge.

The Homeowners Association shall, maintain and repair all buildings constructed in

the Common Areas.

4. Association Governance. The Homeowners Association shall initially be governed by a three member Board, hereinafter referred to as the "Board," which shall be authorized to manage the Homeowners Association. The initial members of the Board will be appointed by Declarant. The number of Board members may be altered subject to restrictions set forth in the Association's Articles of Incorporation and Bylaws.

5. Board Members. To qualify as a member of the Board, a person must be an Owner or a duly designated officer, agent or representative of Declarant.

6. Terms and Declarant's Rights. The term of office of the initial members of the Board (which have been appointed by Declarant) shall commence upon the incorporation of the Homeowners Association and appointment by Declarant, and shall continue until Declarant assigns all authority and responsibility under these Restrictions to the Homeowners Association or a successor developer in accordance with Paragraph A.34., above. . During such initial term, Declarant shall have the right to appoint, remove or replace all three members of the Board.

7. Powers. Subject to the rights of Declarant as provided in Article B, Section 6 above, the election, duties, and powers of the Board shall be as provided in the Bylaws of the Homeowners Association.

8. Assessments. The Board shall levy and collect assessments in accordance with the following:

(a) The Owner of each lot shall be subject to a general annual (or more frequent, if required) assessment ("General Assessment") equal to its pro rata share of the costs incurred or anticipated to be incurred by the Homeowners Association in performing its duties and

discharging its obligations hereunder. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration at the time of the assessment. General Assessments shall include, but not be limited to: taxes; insurance; repair, replacement and additions to the improvements made to the Common Areas; equipment; materials; labor, management and supervision thereof; and, all costs for the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration.

The Board shall also have the power to levy a special assessment ("Special Assessment") against any individual Owner for the failure of such Owner to: maintain said Owner's lot in accordance with the reasonable standard of the Subdivision; install the seeding, sodding, and/or mulching of the lots; maintain the lamppost and mailbox required herein; install lawn trees and landscaping required herein; and, failure of said Owner to comply with the terms, conditions and restrictions contained in this Declaration.

Herein General Assessments and Special Assessment are sometimes collectively referred to as "Assessments."

(b) Assessments shall be approved at a duly convened meeting of the Board.

(c) Written notice of an Assessment shall be personally delivered to each Owner subject to the Assessment or delivered by regular mail addressed to the last known address of such Owner.

(d) Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

(e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid Assessments and the interest

thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The Assessments and interest thereon shall also be the personal obligation of the Owner of the lot against which the Assessment was made at the time the assessment was made.

(f) The Board may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid Assessment and, upon payment or satisfaction of the amount due, record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document or the collection of an Assessment shall be borne by the affected Owner.

(g) Upon application by any Owner, any member of the Board may, without calling a meeting of the Board, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Board, and

(1) as to the existence of any unpaid assessments or other amounts due to the Homeowners Association. Such statement shall be binding upon the Board and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding Assessments or other amounts due to the Homeowners Association.

(h) Without limiting the availability of all legal and equitable remedies available to Declarant or the Homeowners Association, any lien for Assessments may be foreclosed by a suit authorized by the Board to be brought on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The affected Owner shall be responsible for all of the Association's costs in collecting the Assessment, including, but not limited to, attorneys' fees.

9. Limitation on Board. During the initial term of the Board, the Board shall not

have the power to make improvements to the Common Area in addition to those then in existence (herein referred to as "Additional Improvements") without the written approval of Declarant. After the initial term, the Board shall not have the power to make Additional Improvements having a cost in excess of Five Thousand Dollars ($5,000.00) without the consent of the then current Owners of twenty-three (23) lots.

10. Indemnification of Board. Members of the Board shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Board. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

11. Failure to Enforce Not Waiver. Failure of the Homeowners Association or the Board to enforce any terms, conditions or restrictions contained in this Declaration, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

ARTICLE C

AMENDMENT PROVISIONS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lots having at least seventy five percent (75%) of the votes in the Association; provided, however, that any such action must also be approved in writing by Declarant so long as it shall be an Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County,

Wisconsin. Where there is more than one owner of a lot the signature of any one co-owner shall be adequate to demonstrate that all co-owners of such lot have "executed" the document(s) described above.

ARTICLE D

RESERVATION BY DECLARANT OF RIGHT TO GRANT EASEMENTS

Declarant hereby reserves the right to grant and convey easements to any government entity and to any public or private utility or communications company, upon, over, through or across those portions of any lot within 10 feet of any lot line and upon, over, through or across any portion of any outlet for purposes of allowing the government entity, utility or communications company to furnish gas, electric, water, sewer, cable television, fiber optic or other utility service within or through the Subdivision; or through any portions of the Subdivision for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Declarant may grant such easements in its own name and without the consent or approval of any lot Owner, until such time as Declarant has conveyed legal title to all lots platted in the Subdivision. After that time the Board shall have the power to grant easements to any government entity and/or to any public or private utility or communications company upon, over, through or across any portion of any outlot for purposes of allowing the government entity, utility or communications company to furnish gas, electric, sewer, cable television, fiber optic or other utility services within or through the Subdivision, or through any portions of any outlots for purposes of facilitating drainage of storm or surface water within or through the Subdivision.

ARTICLE E

TERM AND BINDING EFFECT

This Declaration and any amendments shall be in force for a term of 30 years from the date the Declaration is recorded. Upon the expiration date of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of 10 years, unless prior to the end of the then-current term a Notice of Termination is executed by the Owners of at least seventy-five percent (75%) of all lots and their mortgagees, and is thereafter recorded in the Office of the Register of Deeds of Waukesha County. This Declaration shall be a covenant running with all lands within the Subdivision and shall be binding upon all Owners and any other person claiming under or through Declarant. Where there is more than one owner of a lot the signature of any one co-owner shall be adequate to demonstrate that all co-owners of such lot have "executed" the document(s) described above.

This Declaration of Restrictions of BARNWOOD CONSERVANCY is executed by the undersigned as of _____, 2018.

DECLARANT

BARNWOOD CONSERVANCY, LLC

By _____

Chris Miller

STATE OF WISCONSIN)

) ss.

COUNTY OF WAUKESHA)

Personally came before me_____, day of _____, 2018, Chris Miller, as authorized member of BARNWOOD CONSERVANCY, LLC, a Wisconsin limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said limited liability company.

_____

Notary Public, State of Wisconsin

My commission expires _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by BARNWOOD CONSERVANCY, LLC, a Wisconsin limited liability company to the undersigned recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, on _____, as Document No. _____, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this _____ day of _____, _____.

_____

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, _____, as president of _____; who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

_____
Notary Public, State of Wisconsin
My commission expires _____

EXHIBIT A LEGAL DESCRIPTION

The BARNWOOD CONSERVANCY

Lots 1 through 52 and Outlots 1, 2 and 3 of "BARNWOOD CONSERVANCY", recorded in the Office of the Register of Deeds for Waukesha County on
_____, in Book _____ of Subdivision Plats, at Pages __ through _._, as Document No. _____, being a Subdivision of a part of the [insert legal description], Waukesha County, Wisconsin.

Parcel Identification Number prior to recording of Subdivision Plat: _____

EXHIBIT B

Historic Home Styles

Something similar to *these styles are encouraged.*

Style: **GREENWOOD**

Note:

Style: **HAMPSHIRE COLONIAL**

Note:

Style: **HAMPSHIRE CRAFTSMAN**

Note:

Style: **HAMPSHIRE TRADITIONAL**

Note:

Style: **WILLOWOOD EYEBROW WINDOW**

Note:

Style: **WILLOWOOD SINGLE DORMER**

Note:

BARNWOOD CONSERVANCY, LLC DEVELOPERS AGREEMENT

EXHIBIT C – PRELIMINARY PLAT APPROVALS

~ Attached ~

EXHIBIT C

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Scott Walker, Governor
Ellen E. Nowak, Secretary
Dawn Vick, Division Administrator

April 18, 2018

RECEIVED
APR 23 2018
TOWN OF LISBON

018
PERMANENT FILE NO. 27820

DONALD C. CHAPUT
CHAPUT LAND SURVEYS
234 W FLORIDA ST STE 306
MILWAUKEE WI 53204

Subject: BARNWOOD CONSERVANCY
NE1/4 S19 T8N R19E
TOWN OF LISBON, WAUKESHA COUNTY

Dear Mr. Chaput:

You have submitted the preliminary plat of BARNWOOD CONSERVANCY for review. The Department of Administration does not object to this preliminary plat and certifies it as complying with the requirements of: s. 236.16, and s. 236.20 Wis. Stats. Certification of this plat does not include review for compliance with requirements relating to private sewage systems."

DEPARTMENT OF ADMINISTRATION COMMENTS:
We have examined and find that, with the exceptions noted below, this preliminary plat appears to conform with the applicable layout requirements of ss. 236.16 and 236.20, Wis. Stats.

s. 236.20 (2) (f) On the final plat, all of the easements, including the trail easements, must be delineated.

s. 236.20 (4) (b) The streets being dedicated on the final plat must all be labeled as "Dedicated to the Public".

Local government units, during their review of the plat, will resolve, when applicable, that the plat:
- complies with local comprehensive plans, official map or subdivision control ordinances;
- conforms with areawide water quality management plans, if sewered;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- includes service or is serviceable by necessary utilities.

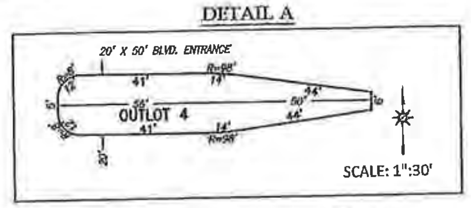
STORM WATER MANAGEMENT PRACTICE MAINTENANCE

THE TITLEHOLDERS OF LOTS 1 THROUGH 52 OF THE BARNWOOD CONSERVANCY SUBDIVISION EACH SHALL HOLD 1/52 UNDIVIDED INTEREST IN OUTLOTS 1, 2 AND 3 WHERE THE STORMWATER MANAGEMENT PROACTIVES ARE LOCATED. THERE ARE ONE OR MORE SEPARATE DOCUMENTS RECORDED ON THE PROPERTY TITLE THROUGH THE WAUKESHA COUNTY REGISTER OF DEEDS ENTITLED "STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT" ("MAINTENANCE AGREEMENT") THAT APPLIES TO OUTLOTS 1, 2 AND 3 AND DRAINAGE EASEMENTS. THE MAINTENANCE AGREEMENT SUBJECTS THIS SUBDIVISION PLAT, AND ALL LOT OWNERS THEREIN, TO CONVENTS, CONDITIONS AND RESTRICTIONS NECESSARY TO ENSURE THE LONG-TERM MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICE. THE AGREEMENT ALSO OUTLINES A PROCESS BY WHICH THE TOWN OF LISBON MAY LEVY AND COLLECT SPECIAL ASSESSMENTS OR CHARGES FOR ANY SERVICES THE COMMUNITY MIGHT PROVIDE RELATING TO ENFORCEMENT OF THE MAINTENANCE AGREEMENT.

IN ACCORDANCE WITH CHAPTER 14 - ARTICLE VIII OF THE WAUKESHA COUNTY CODE OF ORDINANCES ("STORM WATER ORDINANCE"), THE STORM WATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORM WATER MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY WAUKESHA COUNTY AND IS RESPONSIBLE FOR MAINTAINING THE STORM WATER PRACTICES UNTIL PERMIT TERMINATION BY WAUKESHA COUNTY. UPON TERMINATION OF THE STORM WATER PERMIT, THE OWNERS OF LOTS 1-52 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT.

BASIS OF BEARINGS
Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the West line of the NE 1/4 bears N00°11'52"E. Vertical Datum is based on NGVD-29

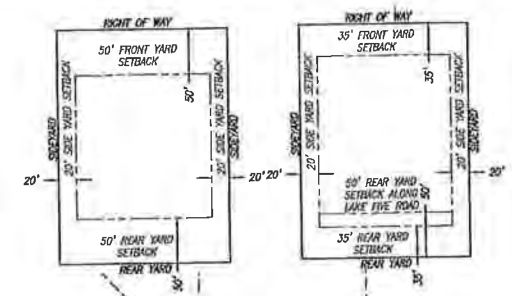
DETAIL A



PRELIMINARY PLAT OF BARNWOOD CONSERVANCY

Part of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin.

TYP. SETBACK DETAILS, ZONE R-1 — TYP. SETBACK DETAILS, ZONE R-1(PUD)

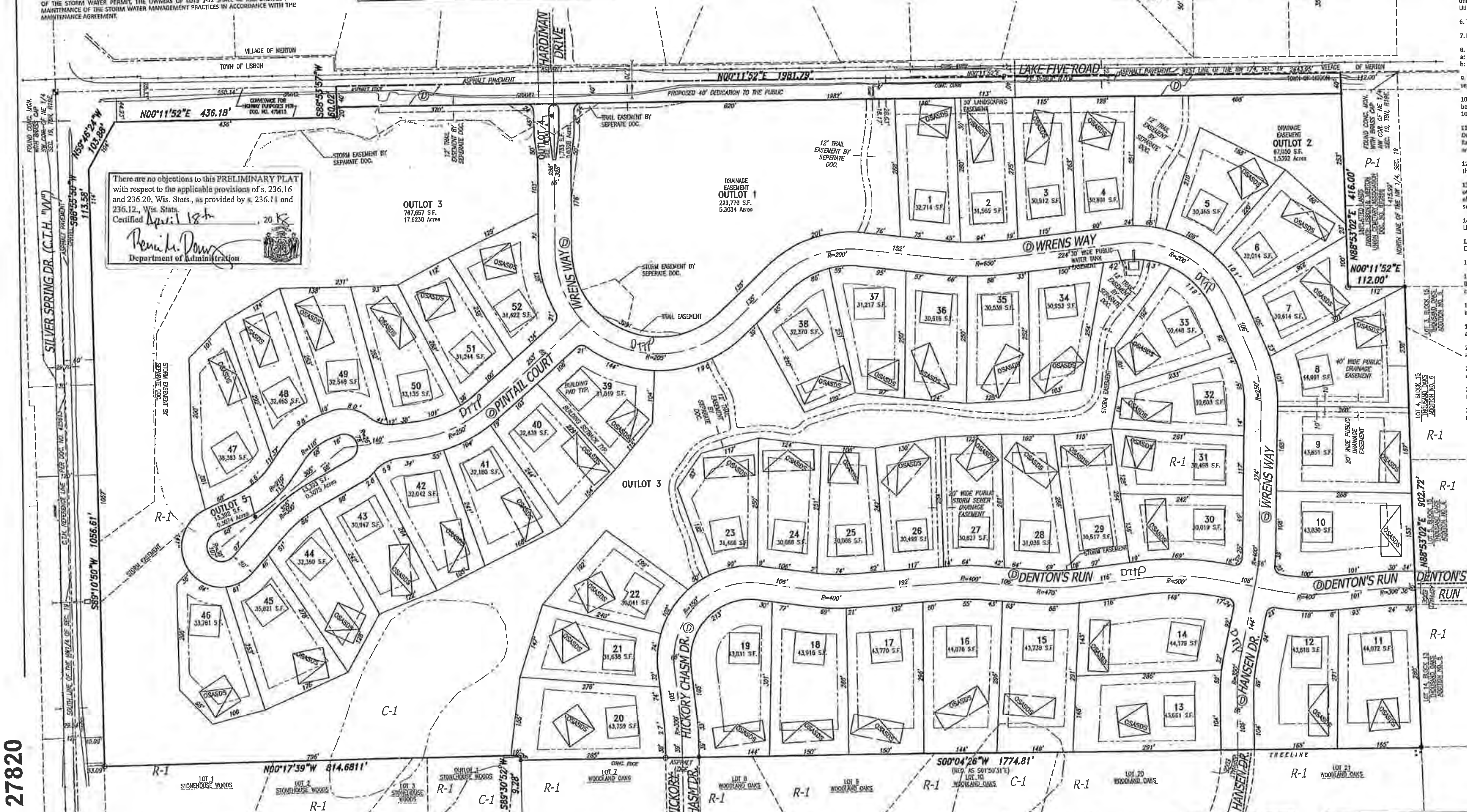


OWNER/SUBDIVIDER
Miller Marriott Construction Co. LLC
249 Pawling Ave. Suite 201
Hartland, WI 53029

ENGINEER
TRIO Engineering
12660 W. North Ave. Bldg D
Brookfield, WI 53005

NOTE:

1. Property is located within the FEMA flood map 55133C0068H, effective on 11/05/2014 and indicates it is within Zone X, areas of minimal flooding.
2. The Wisconsin DNR concurrence letter (WIC-SE-2017-68-03846) dated 12/28/17 for the Wetlands Determination and Delineation performed by Stantec on September 28, 2017 confirms that no wetlands are present on the site.
3. Lots to be serviced by wells and onsite soil absorption sewage disposal systems(OSASDS). System envelopes shown in approximate location.
4. Public Roads to be paved with Asphalt with open road ditches and culverts except where there is to be Concrete Curb and Gutter in Wrens Way, Dentons Run and along Boulevards
5. Stormwater drainage easements shall be provided around stormwater facilities on Outlots 1, 2 and 3. Utility easements shall be determined by the utility companies and included on the Final Plat. All lots to have Underground Utility Services.
6. Topography by Chaput Land Surveys, LLC, September, 2017.
7. Existing buildings will be removed.
8. No direct vehicular access shall be allowed onto
a: Lake Five Road from Lots 1, 2, 3 and 4 and Outlots 1, 2 and 3.
b: Also, Silver Spring Drive (C.T.H. "VV") from Outlot 3.
9. All wells shall be located within 50 ft. of the front lot line to ensure proper separation to septic systems and stormwater management areas.
10. The lowest exposed yard grade of any permanent structure or home shall be Elevation 994.5 or higher to provide 2 ft. vertical separation to the peak 100-year elevation of the stormwater area.
11. Each individual lot owner shall have an undivided fractional ownership in Outlots No. 1, 2, 3 and 4. The Town of Lisbon or Waukesha County shall not be liable for any fees or special charges in the event they become the owner of any lot or outlot in the subdivision by reason of tax delinquency.
12. Per the Wisconsin Historic Preservation Database and State Archaeologist there are no reported archaeological sites on the site.
13. Vision Corner Easement: The height of planting berms, fences, signs & any other structure within the easement is restricted to 24" above the intersection elevation. There shall be no direct vehicular access from the lots in this subdivision to the public roads across the vision corner.
14. The 12 foot wide Public Access Easement is granted to the the Town of Lisbon for asphalt trail purposes.
15. The 15 foot wide Landscaping Easement is granted to the Barnwood Conservancy Homeowners Association.
16. Soil Types shown on Sheet 2.
17. Geotech Soil Borings and Septic Testing shown on Sheets 2-5. Geotech Soil Borings were completed by PSI Inc., on 9/28/17. The Septic Testing was completed by Leitzau Inc. on 12/18/17 and observed by Waukesha County.
18. Both Urban and Rural Sections have 24 feet pavement. Urban Sections will have 30" Concrete Curb and Rural Sections will have 2 feet Gravel Shoulder.
19. Outlot 1 contains Stormwater Management Facilities, a Public Trail System, a Private Shelter and Open Space.
20. Outlot 2 contains Stormwater Management Facilities, a Public Trail System and Open Space.
21. Outlot 3 contains Stormwater Management Facilities, a Public Trail System and Open Space.
22. Outlot 4 contains Landscaping within the Wrens Way entrance boulevard to be maintained by the Owners of all Lots within this Subdivision.
23. Outlot 5 contains landscaping within the Pintail Court cul de-sac to be maintained by the Owners of all Lots within this Subdivision.



There are no objections to this PRELIMINARY PLAT with respect to the applicable provisions of s. 236.16 and 236.20, Wis. Stats., as provided by s. 236.11 and 236.12., Wis. Stats.
Certified April 18th, 20 18
[signature]
Department of Administration

LEGEND

- ● - INDICATES FOUND 1" IRON PIPE
- ⊙ - INDICATES SET 1" IRON PIPE
- R= - INDICATES RADIUS OF CURVE
- Ⓓ - INDICATES RIGHT-OF-WAY DEDICATED TO THE PUBLIC
- R-1 - ZONING CLASSIFICATION
- 60' x 60' BUILDING PAD TYP.
- ONSITE SOIL ABSORPTION SEWAGE DISPOSAL SYSTEM

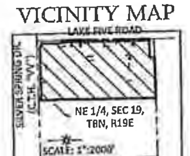
I, Donald C. Chaput, Registered Land Surveyor, do hereby certify that this Preliminary Plat is a correct representation of all existing land divisions and features, and that I, to the best of my knowledge, have fully complied with the provisions of the subdivision and platting ordinance of the Town of Lisbon, Waukesha County and Chapter 236 of the Wisconsin State Statutes.

Date: December 22, 2017

[signature]
Donald C. Chaput
Professional Land Surveyor
Registration Number S-1316

WISCONSIN DONALD C. CHAPUT S-1316 MILWAUKEE WI LAND SURVEYOR

VICINITY MAP



GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

DATA SUMMARY
1) TOTAL LAND AREA = 76.5180 ACRES
- LAKE FIVE RD R-O-W = 1.8198 ACRES
= DEVELOPMENT LAND AREA = 74.6982 ACRES
2) AVERAGE LOT SIZE: R-1 ZONING = 44,002 S.F. / 1.0101 AC.
PUD R-1 ZONING = 31,541 S.F. / 0.7241 AC.
3) OVERALL DEVELOPMENT DENSITY FACTOR -
74.6982 ACRES / 52 LOTS = 1.4365 ACRES/LOT

DATA SUMMARY (CONT.)
4) R-1 ZONING REQUIREMENTS (LOTS 8-20):
LOT SIZE: 43,560 S.F. MIN.
LOT WIDTH: 150 FT. AVERAGE
PUBLIC ROAD SETBACK: 50 FT.
SIDE YARD SETBACK: 20 FT.
REAR YARD SETBACK: 50 FT.

DATA SUMMARY (CONT.)
4) R-1 (PUD) ZONING REQUIREMENTS (LOTS 1-7 & 21-52):
LOT SIZE: 30,000 S.F. MIN.
LOT WIDTH: 110 FT. AVERAGE
PUBLIC ROAD SETBACK: 35 FT.
LAKE FIVE ROAD SETBACK: 50 FT.
SIDE YARD SETBACK: 20 FT.
REAR YARD SETBACK: 35 FT.
5) LENGTH OF ROADWAY: 5382 LINEAL FT.
6) 4 OUTLOTS = 24.8546 ACRES
OUTLOTS 1 AND 3 WILL HAVE INFILTRATION BASINS.

APPROVING/OBJECTING AGENCIES
- TOWN OF LISBON
- WAUKESHA COUNTY PLANNING/ZONING DIVISION
- WAUKESHA COUNTY DEPARTMENT OF PUBLIC WORKS
- WISCONSIN DEPARTMENT OF ADMINISTRATION
- VILLAGE OF MERTON (EXTRA-TERRITORIAL JURISDICTION)

CHAPUT LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

Date	Revision description
01/24/18	Town review edits
03/09/18	Town review edits

SHEET 1 of 5
Drawing No. 2672-dEb

CHAPUT LAND SURVEYS

RECEIVED APR 23 2018 TOWN OF LISBON

RECEIVED MAR 13 2018 DEPT OF PARKS & LAND USE

Received: 03/20/2018
27820
018

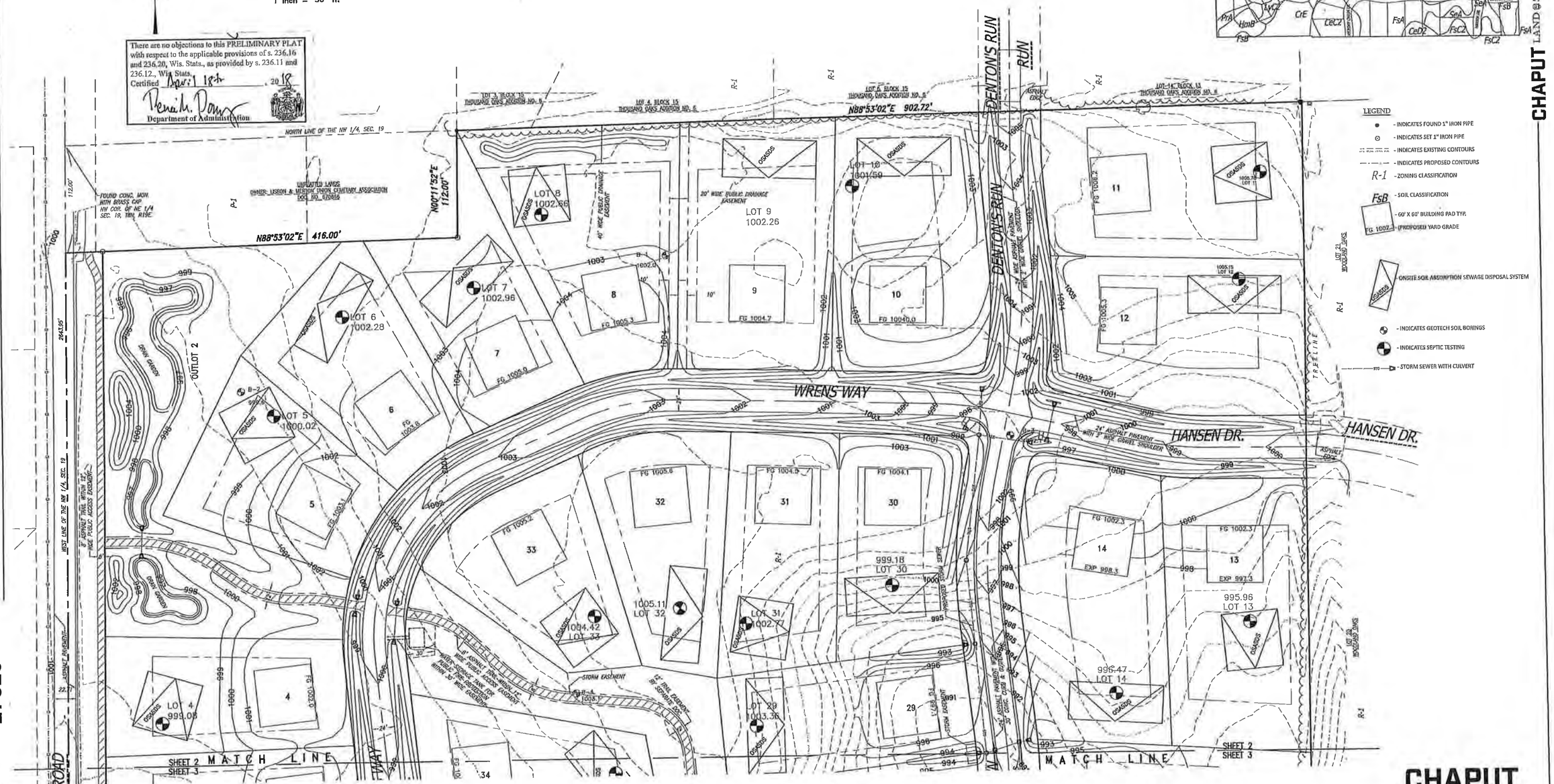
000123

PRELIMINARY PLAT OF BARNWOOD CONSERVANCY

Part of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 Inch = 50 ft.

There are no objections to this PRELIMINARY PLAT with respect to the applicable provisions of s. 236.16 and 236.20, Wis. Stats., as provided by s. 236.11 and 236.12., Wis. Stats.
Certified April 18th, 2018
Department of Administration



CHAPUT LAND SURVEYS

CHAPUT
LAND SURVEYS
334 W. Florida Street
Milwaukee, WI 53204
414-226-8068
www.chaputlandsurveys.com

SHEET 2 of 5
Drawing No. 2672-dEb

27820

Received: 03/20/2018

018

PRELIMINARY PLAT OF BARNWOOD CONSERVANCY

Part of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin.

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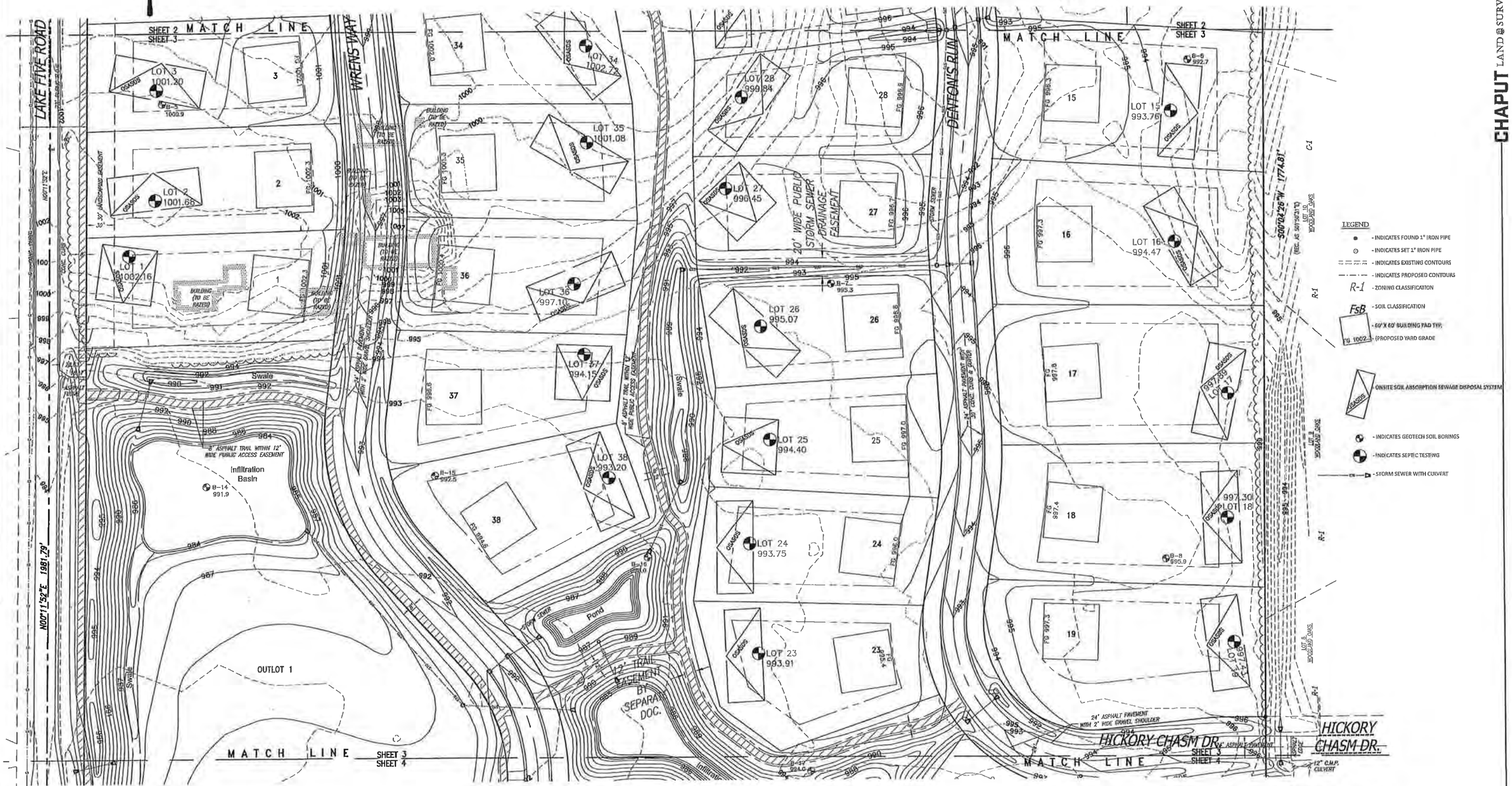
Certified April 18, 2018
Department of Administration



CHAPUT LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
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SHEET 3 of 5
Drawing No. 2672-dEb

Received: 03/20/2018
27820
018

PRELIMINARY PLAT OF BARNWOOD CONSERVANCY

Part of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin.

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Certified April 18, 2018
Department of Administration

GRAPHIC SCALE
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(IN FEET)
1 inch = 50 ft.

CHAPUT LAND SURVEYS
234 W. Florida Street Milwaukee, WI 53204 414-224-8069 www.chaputlandsurveys.com

SHEET 4 of 5
Drawing No. 2672-dEb

27820
Received: 03/20/2018
018

PRELIMINARY PLAT OF BARNWOOD CONSERVANCY

Part of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin.

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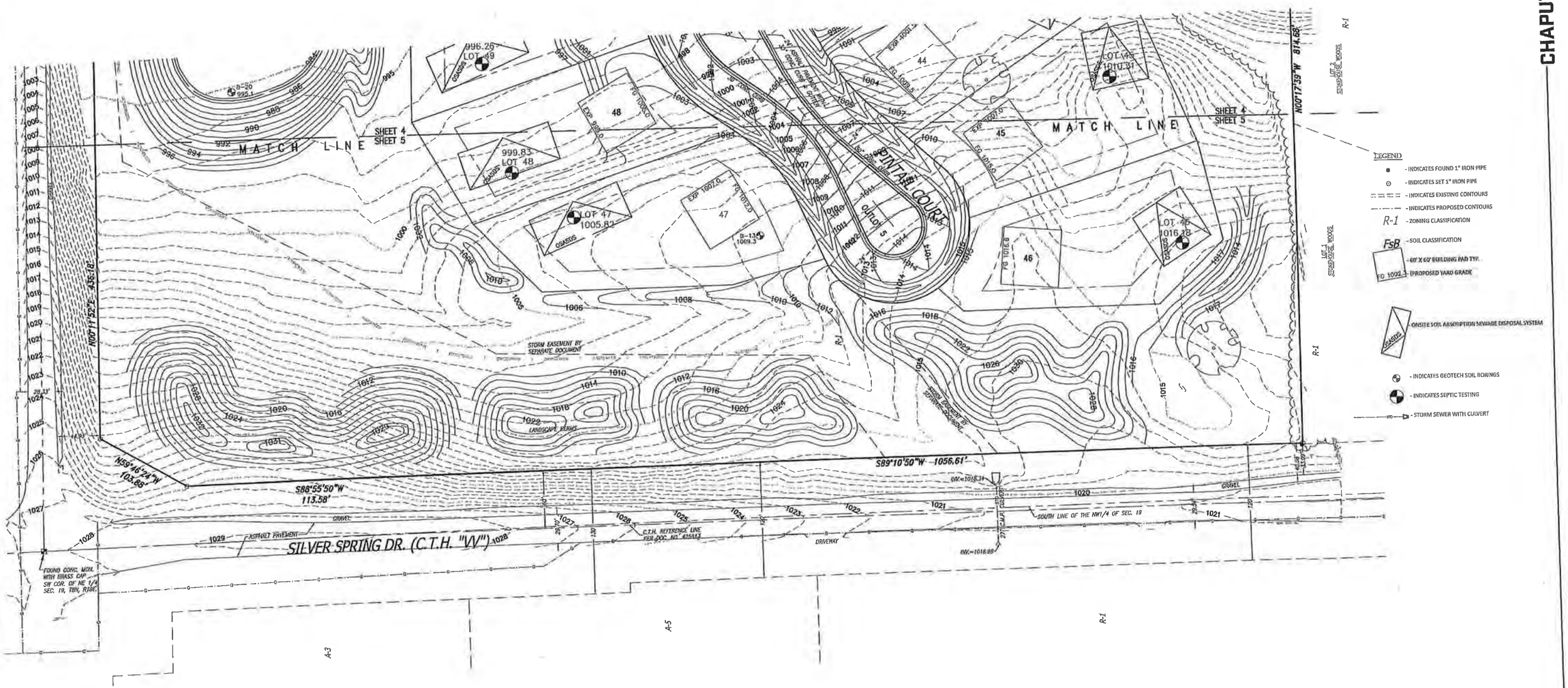
Certified April 18th, 2018
Department of Administration



CHAPUT LAND SURVEYS

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SHEET 5 of 5
Drawing No. 2672-dEb

Received: 03/20/2018
27820
018

allow, but would like the Administrator to speak with Sussex about continuing the sidewalks through the Town portion because it wouldn't make sense to have a sidewalk stop, have a gap and start up again. Supervisor Gamiño agrees it should be looked into and does the Town have any rules as to how to take care of your sidewalk? Director DeStefano stated we already have a good mutual relationship with Sussex taking care of road clearing but is sure they would do that. They have a machine specifically designed to clear sidewalks so it would make sense to have them do it, but we'd have to talk to them about that. There was further discussion about the pros and cons of bidding this project out separately. Town Board members agreed there isn't enough time to send out another bid and the Town is still saving money by using this alternate bid.

Motion by Supervisor Moonen to award the Good Hope Road Reconstruction Contract – Stark Pavement Corporation, at a cost not to exceed $279,300. Seconded by Supervisor Beal. Motion carried, 4-0.

Discussion and necessary action to approve Barnwood Conservancy Preliminary Plat dated March 9, 2018.

Administrator Janecke stated Wis. State Statute §236.11(1)(a) requires that within 90 days of receiving the preliminary plat, the approving agency (Town Board) shall take action to approve, approve with conditions, or deny the preliminary plat. The Preliminary Plat was received by the Town Hall on January 25 and effectively this is the last Board meeting before the 90 day requirement sunsets. If action isn't taken, final approval shall be assumed. The Plan Commission unanimously approved the preliminary plat with four conditions, and all but one of those four conditions has been fulfilled. The last outstanding condition from the Plan Commission is #1 on the list below. The other conditions were decided upon in conjunction with the Town's Attorney, Planner, and Staff. Planner Lindstrom stated Waukesha County is also still reviewing the plat and some of these conditions are Waukesha County's.

Motion by Chairman Osterman to approve the Barnwood Conservancy Preliminary Plat dated March 9, 2018, subject to the following conditions:

1. *Include the location of Lot 9 percolation test of Sheet 2.*
2. *Submittal of a storm water management plan acceptable to the Town and Waukesha County.*
3. *Submittal of landscape plan acceptable to the Town.*
4. *Submittal of detailed grading plan acceptable to the Town.*
5. *Approval of all legal documents, i.e., Developer's Agreement and Declarations.*
6. *Submittal of shared ownership of out lots plan acceptable to the Plan Commission and Town Board.*
7. *A traffic study be completed and shall include a plan for turn-in and out lanes and include other improvements to the road thereof.*
8. *All other required documents and approvals as required by Town ordinances.*
9. *Compliance with any approved Planned Unit Development (PUD) General Development Plans and Specific Development Plans.*
10. *All other required documents needing Waukesha County approval.*

Seconded by Supervisor Gamiño. Motion carried, 3-1, with one nay by Supervisor Beal.

Discussion and necessary action on the following requests for the Hamilton School District, for the property located at W220N6151 Town Line Road, LSBT 0244.999.004 and recommendation to Waukesha County of the same:

> **Ordinance 05-18, Ordinance Rezoning the Hamilton School District property from the Agricultural 10 (A-10) District and Upland Corridor (UP) District to the Public & Institutional (P&I) and Upland Corridor (UP) District.**

EXHIBIT C

RECEIVED
By Gina Gresch at 3:15 pm, Apr 26, 2018

Ruekert • Mielke

W233 N2080 Ridgeview Parkway • Waukesha, WI 53188-1020 • Tel. (262) 542-5733

April 3, 2018

Mr. Thomas A. Nelson
Administrator/Clerk/Treasurer
Village of Merton
P.O. Box 13
Merton, WI 53056

RE: Barnwood Conservancy
Preliminary Plat Extraterritorial Review-UPDATED

Dear Mr. Nelson:

Pursuant to the Village's request, we have completed our review of the Preliminary Plat of Barnwood Conservancy submitted by Chaput Land Surveys, for the compliance with the Village of Merton Chapter 18 Land Division Ordinance.

1. Per the Village of Merton 18.403 Plat Data (12): This proposed development contains and existing farm and dwelling and the existing well should be shown on the Preliminary Plat.

2. Per the Village of Merton Chapter 18.403 (22): The Approximate Location of any existing onsite sewage treatment and disposal systems should be shown on the Preliminary Plat.

3. General Comments:

   a. Per the Village of Merton Chapter 18.506 Final Plat: The Final Plat will require the grid coordinates of the Section corners to be placed on the Final Plat and for this reason should be placed on the Preliminary Plat.

   b. Comments for Sheet 1 of 5:

      i. The symbol for the monument at the Southeast corner of the Proposed Subdivision seems to show two monuments at that location and several dimension arrows. Please clarify.

      ii. No monuments are shown on the Southwest corner of the Proposed Subdivision boundary. Please indicate the monuments found or set.

      iii. There appears to be a dashed/dot line within Proposed Outlot 3 with no description. This should be clarified.

iv. The found concrete monument with brass cap marking the North 1/4 corner of Section 19 does not match the Center of Section 19.

4. Per the Village of Merton Chapter 18.407, a copy of any proposed protective covenants and any proposed homeowners' association declarations or other documents, should be developed and provided for the Village's records.

If the Village is of a mind to approve the preliminary plat we recommend that the above items be made a condition of approval.

Thank you for allowing us to be of service. If you have any questions, please contact our office.

Very truly yours,

RUEKERT & MIELKE, INC.

Christopher M. Genellie, P.E. (WI), CPESC
Senior Project Manager
cgenellie@ruekert-mielke.com

CMG:sjs
cc: Ron Reinowski, Village of Merton
Julie Ofori-Mattmuller, Village of Merton
Rebecca K. Alonge, Ruekert & Mielke, Inc.
File

BARNWOOD CONSERVANCY, LLC DEVELOPERS AGREEMENT

EXHIBIT D – FINAL PLAT

To be attached upon completion of the road.

BARNWOOD CONSERVANCY, LLC DEVELOPERS AGREEMENT

EXHIBIT E – DEDICATION / IMPACT FEES

Cash Bond Payments		
Impact Fees ($2,703.76 per lot)		$ 140,595.52

BARNWOOD CONSERVANCY, LLC DEVELOPERS AGREEMENT

EXHIBIT F – LANDSCAPING PLAN

~ Attached ~

BUFFER TYPE PLANTED FOR PROPOSED DEVELOPMENT: LUI FACTOR = 1 (0-3)

BARNWOOD CONSERVANCY • LISBON, WISCONSIN •

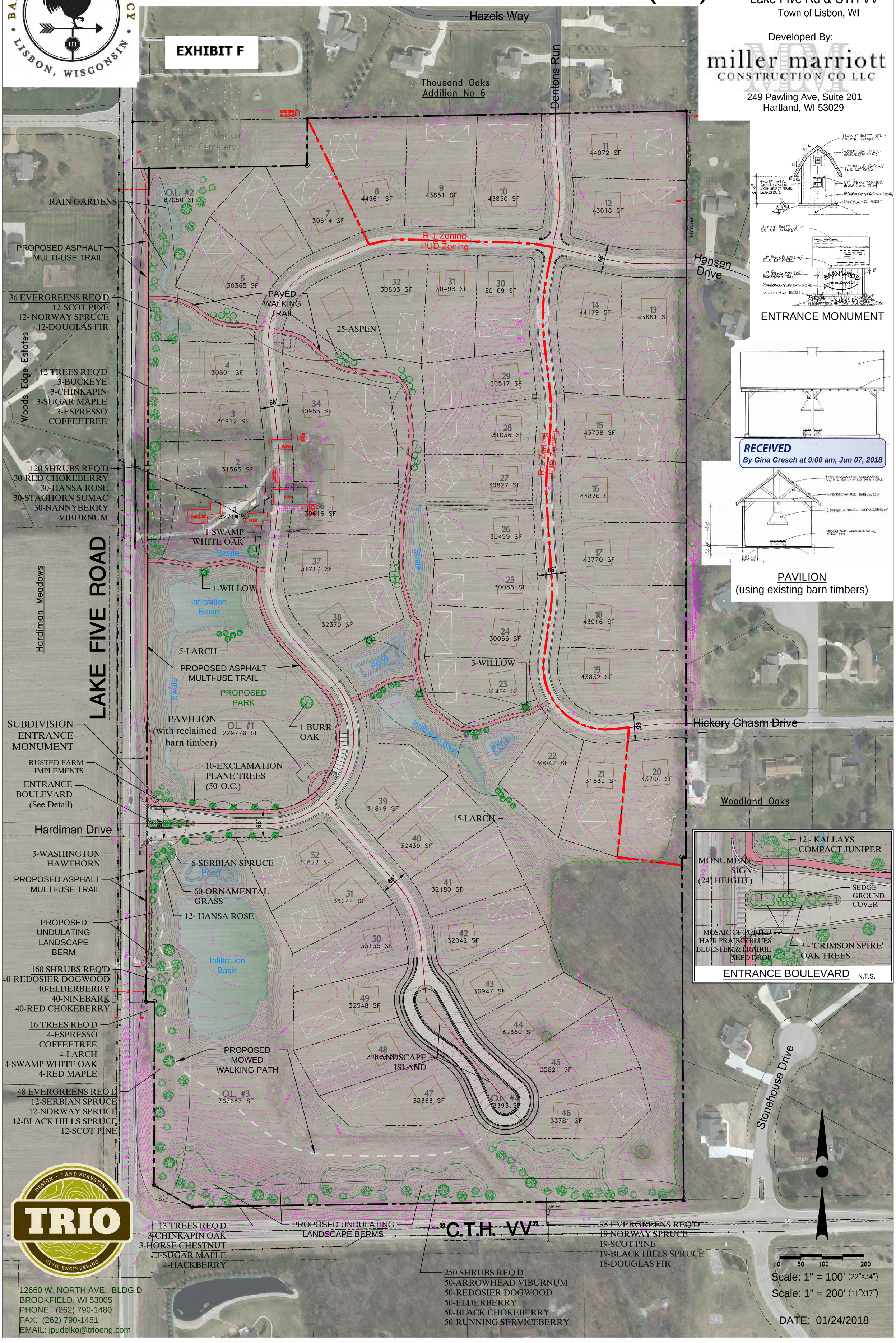
EXHIBIT F

Barnwood Conservancy

Lake Five Rd & CTH VV
Town of Lisbon, WI

Developed By:

miller marriott CONSTRUCTION CO LLC
249 Pawling Ave, Suite 201
Hartland, WI 53029



ENTRANCE MONUMENT

RECEIVED
By Gina Gresch at 9:00 am, Jun 07, 2018

PAVILION
(using existing barn timbers)

ENTRANCE BOULEVARD N.T.S.

TRIO DESIGN • LAND SURVEYING • CIVIL ENGINEERING

12660 W. NORTH AVE., BLDG D
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

BARNWOOD CONSERVANCY, LLC DEVELOPERS AGREEMENT

EXHIBIT G – INSURANCE

To be provided prior to Town Board upon Attorney's review.

BARNWOOD CONSERVANCY, LLC DEVELOPERS AGREEMENT

EXHIBIT H – GENERAL & SPECIFIC DEVELOPMENT PLANS

~ GDP Attached ~

SDP (Reso 04-18) will be attached after it is approved.

STATE OF WISCONSIN **TOWN OF LISBON** **WAUKESHA COUNTY**

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 Town 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 Overly Districts are not permitted over the EFD or Q1 Districts. Planning of Development Overly 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 to 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 Town Clerk 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 storm water 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 SDP 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

SECTION 11 AD-10 AGRICULTURAL DENSITY 10-ACRE DISTRICT
e. Conditional Uses

SECTION 12 RD-5 RURAL RESIDENTIAL DENSITY 5-ACRE DISTRICT
e. Conditional Uses

SECTION 13 A-10 AGRICULTURAL DISTRICT
d. Conditional Uses

SECTION 14 A-5 MINI-FARM DISTRICT
d. Conditional Uses

SECTION 15 A-3 AGRICULTURAL/RESIDENTIAL ESTATE DISTRICT
d. Conditional Uses

SECTION 16 R-1 SUBURBAN SINGLE FAMILY RESIDENTIAL DISTRICT
d. Conditional Uses

SECTION 17 R-2 SINGLE FAMILY RESIDENTIAL DISTRICT
d. Conditional Uses

SECTION 18 R-3 TWO FAMILY RESIDENTIAL DISTRICT
d. Conditional Uses

SECTION 23 P-I PUBLIC AND INSTITUTIONAL DISTRICT
e. Conditional Uses
Conditional uses as provided in Sections 4 (h) 24 and 29.

SECTION 24 B-1 RESTRICTED BUSINESS DISTRICT
d. Conditional Uses

SECTION 25 B-2 LOCAL BUSINESS DISTRICT
d. Conditional Uses

SECTION 26 B-3 GENERAL BUSINESS DISTRICT
d. Conditional Uses

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**

SECTION 31 M-1 LIMITED INDUSTRIAL DISTRICT
e. Conditional Uses

SECTION 32 M-2 GENERAL INDUSTRIAL DISTRICT
e. Conditional Uses

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

TOWN OF LISBON OFFICIAL SEAL WAUKESHA COUNTY, WI

BARNWOOD CONSERVANCY, LLC DEVELOPERS AGREEMENT

EXHIBIT I – Fee Exhibit

EXHIBIT I

RECEIVED
By Gina Gresch at 3:55 pm, Jun 21, 2018
000146

Jahnke & Jahnke
Associates Inc.

CIVIL ENGINEERING
PLANNING • SURVEYING

June 8, 2018
Revised June 21, 2018

Town Board, Town of Lisbon
W234N8676 Woodside Rd
Lisbon, WI 53089

RE: Barnwood Conservancy
Surety and Contribution Amounts
Miller Marriot Construction

Dear Town Board:

The Development plans and Final Plat have been submitted and reviewed for Barnwood Conservancy located in the Northeast Quarter (NE ¼) of Section 19-8-19, on the east side of Lake Five Road and north of CTH "VV" or Silver Spring Drive. Payments and Surety to the Town should be as follows:

Cash Payments to the town to be made prior to signing the Final Plat.

1.	Road Maintenance Fee	4910 l.f. @ $0.45 s.f.	$ 2,209.50
2.	Drainage Easement Fee	500 l.f. @ $5.00 l.f.	$ 2,500.00
3.	Building Fund	52 lots @ $1,947.80/lot	$101,285.60*
4.	Park and Recreation Fund	52 lots @ $755.96/lot	$ 39,309.92
5.	Street signs	4 @ $130.00/ea	$ 520.00
6.	Culvert Posts	14 @ $42.00/ea	$ 588.00
7.	Arterial Stop Sign	3 @ $130.00/ea	$ 390.00
8.	Engineer and Planning Review and Inspection	$7,500.00	$ 7,500.00**
		Sub-Total	$154,303.02

*Payment is reduced to $84,005.26 if 50% of the building, park & recreation contributions are deferred for one year. The developer has to provide acceptable surety for the remaining $70,297.76.

**This is an estimated fee. Should our fees on behalf of the Town exceed the estimated amount, the additional fee will be charged to the developer by the Town.

Bond for Road Construction:
I recommend the following amounts for the construction surety.

1.	Grading, base aggregate, topsoiling, seeding, detention basins and storm sewer.	$ 728,612.00
2.	Base course bituminous concrete paving.	$ 207,112.00
3.	Final surface course bituminous concrete paving.	$ 111,840.50

711 West Moreland Boulevard, Waukesha, Wisconsin 53188-2479
Telephone: (262) 542-5797 • Facsimile: (262) 542-7698 • Email: jstigler@jahnkeandjahnke.com

4. Restoration and erosion control.		$ 80,196.60
5. Fire Protection Water storage tank (2).		$ 27,422.00
6. Curb and gutter.		$ 40,000.00
7. 1 Street Lights (Lake Five Rd Entrances)		$ 2,600.00
8. Street trees 2" BHD.		$ 37,500.00
9. Pedestrian path 10' wide.		$ 230,000.00
	Sub-Total	$1,465,283.10

Total surety, if 50% of building, park and recreation fees are deferred, would be as follows.

Subdivision Construction Fees $1,465,283.10 x 120%		$1,758,339.72
Building, Park and Recreation Contributions =		$ 70,297.76
	Total Surety	$1,828,637.48

All sureties to be in a form acceptable to the Town and Town Attorney. A mylar tracing of the final plat has to be provided the Town. Developer to coordinate with WEPCO the installation of all necessary electric, telephone and cable television lines underground as required.

Respectfully submitted,

JAHNKE & JAHNKE ASSOCIATES INC.
Town Engineer

John R. Stigler

John R. Stigler, President

JRS/amf

STATE OF WISCONSIN **TOWN OF LISBON** **WAUKESHA COUNTY**

RESOLUTION 04-18

RESOLUTION TO APPROVE THE SPECIFIC DEVELOPMENT PLAN FOR BARNWOOD CONSERVANCY, LLC FOR THE PROPERTY LOCATED AT THE NORTHEAST CORNER OF LAKE FIVE ROAD AND SILVER SPRING DRIVE (CTH "VV"), LSBT 0217.998

WHEREAS, the Town Board of the Town of Lisbon, Wisconsin, established a planned unit development (PUD) overlay zoning classification of property located at the northeast corner of Lake Five Road and Silver Spring Drive (CTH "VV"), LSBT 0217.998.

WHEREAS, Barnwood Conservancy, LLC for the property located at the northeast corner of Lake Five Road and Silver Spring Drive (CTH "VV"), LSBT 0217.998, received General Development Plan Approval from the Town of Lisbon; and

WHEREAS, the June 14, 2018, the Town of Lisbon Plan Commission reviewed the following:

1. Construction Plans
2. Landscape Plans
3. Declarations of Restrictions
4. Storm Water Maintenance Agreement

For purposes of this resolution these documents shall be deemed to be the Specific Development Plan (the "SDP"); and

WHEREAS, the Town of Lisbon Plan Commission made the following findings based upon the criteria set forth in section 33-D-6 of the Town Code of Ordinance;

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

2. The subdivision layout and 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.

3. 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.

4. Adequate municipal services are available to support the development and the development will proceed using private wells and septic systems.

5. Barnwood Conservancy, LLC, through the development agreement and Letter of Credit 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.

6. The provided deed restrictions will be recorded, and a Home Owners Association will be responsible for maintaining common areas of the proposed Development.

7. The Preliminary Plat has been reviewed and approved and the Final Plat will be reviewed and recorded after the completion of the infrastructure.

8. The Developer will be entering into a Development agreement with the Town of Lisbon, as 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.

9. The development will include privately owned open spaces and multiuse pathways that will be open to the public through recorded easements and will pay fees in lieu of dedication.

WHEREAS, On June 14, 2018 the Plan Commission recommended approving the SDP with conditions.

WHEREAS, the Town Board concurs with these findings,

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Lisbon, Waukesha County, Wisconsin adopts the following Resolution, subject to:

1. The recitals set forth above are material to and are incorporated in this resolution.

2. The change in the zoning classification of the Property to Planned Unit Development Overlay District – GDP shall be null and void, if the following conditions of this SPD approval have not been satisfied within 12 months on the date of this resolution.

    a. The applicant (Barnwood Conservancy, LLC) has acquired ownership of all of the Property.

    b. A stormwater management plan meeting the Town's requirements has been approved by the Town Engineer.

    c. The Final Plat has been submitted and approved in accordance with Chapter 12 of the Town Code of Ordinance.

d. The development complies will all other applicable Town, County, and State applicable codes pertaining to the development proposal.

e. Subdivision signage shall be approved by the Plan Commission and the type, number, area, location, height, and maintenance of the signage shall be in accordance with the town's sign ordinance. The subdivider shall include a reference to "Lisbon" on all subdivision entrance signs.

f. The applicant (Barnwood Conservancy, LLC) has obtained Town approval of, and recorded, a Final Plat in substantially the same form as the approved Preliminary Plat.

g. The approved deed restrictions have been recorded and submitted to the Town.

3. The Property shall be developed and used in full compliance with the General Development Plan and a Specific Development Plan. The General Development Plan and Specific Development Plan shall constitute the zoning regulations for the Property, and may be enforced as any other zoning regulation in the Town of Lisbon. A copy of the General Development Plan and the Specific Development Plan shall be maintained and kept on file by the Town Clerk.

4. Any subsequent change or addition to the plans or uses identified in the GDP or SDP shall first be submitted for approval to the Town Plan Commission and if, in the opinion of the Town Plan Commission, such change or addition constitutes a substantial alteration of the original plan, a public hearing shall be required pursuant to Sections 33, 35, and 36 of the Town Ordinance to amend the GDP prior to SDP and site plan approval.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 25th day of June, 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
Interim Administrator / Town Clerk

TOWN OF LISBON
OFFICIAL
SEAL
WAUKESHA COUNTY, WI

RECEIVED
By Gina Gresch at 3:55 pm, Jun 21, 2018
000152

Jahnke & Jahnke
Associates Inc.
CIVIL ENGINEERING
PLANNING • SURVEYING

June 8, 2018
Revised June 21, 2018

Town Board, Town of Lisbon
W234N8676 Woodside Rd
Lisbon, WI 53089

RE: Barnwood Conservancy
Surety and Contribution Amounts
Miller Marriot Construction

Dear Town Board:

The Development plans and Final Plat have been submitted and reviewed for Barnwood Conservancy located in the Northeast Quarter (NE ¼) of Section 19-8-19, on the east side of Lake Five Road and north of CTH "VV" or Silver Spring Drive. Payments and Surety to the Town should be as follows:

Cash Payments to the town to be made prior to signing the Final Plat.

1.	Road Maintenance Fee	4910 l.f. @ $0.45 s.f.	$ 2,209.50
2.	Drainage Easement Fee	500 l.f. @ $5.00 l.f.	$ 2,500.00
3.	Building Fund	52 lots @ $1,947.80/lot	$101,285.60*
4.	Park and Recreation Fund	52 lots @ $755.96/lot	$ 39,309.92
5.	Street signs	4 @ $130.00/ea	$ 520.00
6.	Culvert Posts	14 @ $42.00/ea	$ 588.00
7.	Arterial Stop Sign	3 @ $130.00/ea	$ 390.00
8.	Engineer and Planning Review and Inspection	$7,500.00	$ 7,500.00**
		Sub-Total	$154,303.02

*Payment is reduced to $84,005.26 if 50% of the building, park & recreation contributions are deferred for one year. The developer has to provide acceptable surety for the remaining $70,297.76.

**This is an estimated fee. Should our fees on behalf of the Town exceed the estimated amount, the additional fee will be charged to the developer by the Town.

Bond for Road Construction:
I recommend the following amounts for the construction surety.

1.	Grading, base aggregate, topsoiling, seeding, detention basins and storm sewer.	$ 728,612.00
2.	Base course bituminous concrete paving.	$ 207,112.00
3.	Final surface course bituminous concrete paving.	$ 111,840.50

711 West Moreland Boulevard, Waukesha, Wisconsin 53188-2479
Telephone: (262) 542-5797 • Facsimile: (262) 542-7698 • Email: jstigler@jahnkeandjahnke.com

4. Restoration and erosion control.		$ 80,196.60
5. Fire Protection Water storage tank (2).		$ 27,422.00
6. Curb and gutter.		$ 40,000.00
7. 1 Street Lights (Lake Five Rd Entrances)		$ 2,600.00
8. Street trees 2" BHD.		$ 37,500.00
9. Pedestrian path 10' wide.		$ 230,000.00
	Sub-Total	$1,465,283.10

Total surety, if 50% of building, park and recreation fees are deferred, would be as follows.

Subdivision Construction Fees $1,465,283.10 x 120%		$1,758,339.72
Building, Park and Recreation Contributions =		$ 70,297.76
	Total Surety	$1,828,637.48

All sureties to be in a form acceptable to the Town and Town Attorney. A mylar tracing of the final plat has to be provided the Town. Developer to coordinate with WEPCO the installation of all necessary electric, telephone and cable television lines underground as required.

Respectfully submitted,

JAHNKE & JAHNKE ASSOCIATES INC.
Town Engineer

John R. Stigler

John R. Stigler, President

JRS/amf

REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Server Breach and Ratification of the Legal Solutions Services Agreement Between the Town of Lisbon, Epiq eDiscovery Solutions and Baker Hostetler.

PREPARED BY: Gina C. Gresch, Interim Administrator

REPORT DATE: Wednesday, June 20, 2018

RECOMMENDATION: Requesting ratification of the signed contract for data mining of any possible compromised Town files resulting from the server breach.

EXPLANATION:

The attached contract is for Epiq eDiscovery to data mine possible compromised server files as a result of the server breach. They are looking for any personal information like driver's license numbers, social security numbers, dates of birth, etc, of any of the Town's employees. If Epiq finds information that was compromised, the then Town has to legally notify those employees and what their options are going forward. This work is covered fully by the Town's cyber liability insurance. The contract needed to be signed sooner than the Town Board meeting as time is of the essence regarding sensitive information.

Legal Solutions Services Agreement

This Legal Solutions Services Agreement ("Agreement") is entered into between Epiq eDiscovery Solutions, Inc. and its affiliated ediscovery companies doing business as "Epiq eDiscovery Solutions" (collectively, "Epiq"), and **Baker & Hostetler LLP** ("Counsel") on behalf of the Town of Lisbon, ("Client"), to assist Counsel in providing advice to Client regarding identifying individuals to notify pursuant to state notification laws..

This Agreement consists of (1) this Cover Page, (2) the Contact Information Form, (3) the Fee Schedule, (4) the Terms & Conditions, and (5) any other attachments hereto agreed upon by the parties, all of which are incorporated herein.

Effective Date: The "Effective Date" of this Agreement shall be the earlier of (a) the date the last party to sign this Agreement executes a copy hereof, or (b) the date on which Epiq initially started performing (or preparing to perform) a Service requested.

Each service marked below has been requested by Client (collectively, the "Services") and, subject the terms set forth in this Agreement, shall be provided by Epiq to Client:

Services Requested

☐ **Data Collection & Forensics**
- ☐ ESI Data Collection
- ☐ Forensic Analysis
- ☐ Testimony
- ☐ Travel Time

☐ **Processing Services**

☐ **Technology Assisted Review**
- ☐ Relativity Advanced Analytics
- ☐ Equivio Analytics
- ☐ Brainspace Analytics
- ☐ NexLP Analytics

☑ **Active Data Hosting & Storage:** Hosting Platform: Relativity
- ☐ Early Case Assessment
- ☑ 3rd Party Data Loading
- ☐ Encryption At Rest

☐ **Productions & Media**
- ☐ TIFF Productions
- ☐ Native Productions
- ☐ Other Productions/Media

☐ **Professional Services**

☐ **Specialty Services**
- ☐ Specialty Services - Audio
- ☐ Instant Messaging

☐ **Paper Discovery Services**

☐ **Redaction & Translation**

☑ **Document Review & Staffing:** North America
- ☑ First Level Review
- ☑ Doc Review Project Manager
- ☐ Priv Log Review/Redaction
- ☑ Assistant Project Manager
- ☐ Supplemental QC
- ☐ Project Oversight
- ☐ DRS Consulting
- ☐ Other DRS Services

☐ **Bundled Services**

Project Name ("Project"): BEA Confidential Matter

Project Description & Notes:

Client Data Subject To: ☐ EAR ☐ ITAR ☐ HIPAA

ESI and Review Services

Legal Solutions Services Agreement Signatures

Name of Entity ("Clientl"): * **TOWN OF LISBON**	Name of Entity ("Epiq"): * **Epiq eDiscovery Solutions**
Signature: *	Signature: *
Printed Name: * JOSEPH OSTERMAN, TOWN CHAIRMAN	Printed Name: *
Date: * 6/18/2018	Date: *

Legal Solutions Services Agreement Signatures

Name of Entity ("Counsel"): * **Baker Hostetler**
Signature: *
Printed Name: * David Kitchen
Date: *

Contact Information Form

General: Each party will notify the other in writing or via email if any of the information below changes.

Client Information (Financially Liable Party Information)

The entity described in this section shall be Epiq's client, and the specific person identified shall be Epiq's primary contact at the Client. Although Epiq will in good faith work with any Non-Client Contact, as identified in the section below, Epiq expressly reserves the right to directly contact the Client should the Non-Client Contact fail to resolve any open issues with Client's account in a timely manner, as determined in Epiq's sole discretion. Client's CDO holds the authority and obligation to make data retention decisions, to store, archive, or delete project data. Should no Client Data Owner be specified, the Primary Client Contact will then by default serve as CDO:

Name of Entity: * TOWN OF LISBON	Contact Name GINA GRESCH
Street Address: * W234N8676 WOODSIDE ROAD	Contact Email Address GGRESCH@TOWNOFLISBONWI.COM
City/State/Zip: * LISBON, WI 53089	Contact Phone Number: * 262-246-6100 EXT 1003
Client Data Owner (CDO): *	CDO Preferred Contact Method: *

Counsel Contact

Complete this section only if you want to designate a Non-Client Contact to serve as Client's primary business contact with Epiq, and/or to receive courtesy copies of invoices and assist in the resolution of invoicing matters. Should Client request its invoices be forwarded to the Non-Client Contact for review, Epiq will forward courtesy copies to the Non-Client Contact. This contact shall have the responsibilities identified below, and initially be:

Name of Entity Baker & Hostetler LLP	Contact Name & Title David Kitchen, Partner
Street Address Key Tower, 127 Public Square, Suite 2000	Contact Email Address dkitchen@bakerlaw.com

City/State/Zip:	Contact Phone Number
Cleveland, OH 44114	216-621-0200

Non-Client Contact Responsibilities: ☐ Primary Business Contact ☐ Review Courtesy Copies of Invoices

Epiq Contacts

Name of Business Contact: *	Business Contact Email Address: *
James Manari	jmanari@epiqglobal.com
Business Contact Title:	Business Contact Phone Number: *
Director	717-418-5778
Name of Business Contact:	Business Contact Email Address:
Larry Brown	lbrown@epiqglobal.com
Business Contact Title:	Business Contact Phone Number:
Senior Director	917-331-5643
Name of Billing Contact:	Billing Contact Email Address:
Jaci Clark	**billing@epiqglobal.com**
Billing Contact Title:	Billing Contact Phone Number:
Finance Director	**(913) 621-9530**

Epiq Notice Address

Name of Epiq Entity:	Contact Name:
Epiq eDiscovery Solutions	**Legal Department**
Street Address:	City/State/Zip:
777 Third Avenue, 12th Floor	**New York, NY 10017**

* Indicates Required Field

Fee Schedule [1]

Bundled Services [2]

SAP Code	Description	Unit of Measure	United States (USD)
PRO212	Bundled Ingest/Promote	Ingested GB	$75.00
PRO417	Bundled Ingest/Promote w/Analytics	Ingested GB	$95.00
PRO215	Bundled Ingest/Promote w/Analytics & Productions	Ingested GB	$150.00
BUN200	Premium ESI	Ingested GB	$275.00
BUN400	Premium Monthly ESI	GB/Month	$30.00

Data Collection and Forensic Services [a]

SAP Code	Description	Unit of Measure	United States (USD)
FIL206	ESI Collection, Weekday	Hour	$275.00
FIL207	ESI Collection, Weekend/Holiday	Hour	$350.00
FIL217	Forensic Pre-Culling	Hour	$350.00
FIL218	Forensic Analysis, Weekday	Hour	$350.00
FIL219	Forensic Analysis, Weekend/Holiday	Hour	$400.00
FIL310	Forensic Project Manager	Hour	$175.00
FIL335	Forensic Data Deletion	Hour	$275.00
FIL404	Expert Consulting	Hour	$400.00
FIL405	Expert Testimony	Hour	$450.00
FIL290	Travel Time	Hour	$150.00

[a] On-site services have a per associate minimum of four (4) hours per day or if cancelled within twenty-four (24) hours. Actual, reasonable transportation, lodging, parking, meals and expenses billed at cost. Travel time of two (2) hours per associate per matter is included at no cost. Hourly rates are subject to annual increase. All data collection services performed Monday through Friday, between 8:00 AM and 7:00 PM local time, as determined by the time zone where the services are being performed, after-hours rates shall apply to all data collection services. Day rates can be provided upon request.

Processing Services [b]

SAP Code	Description	Unit of Measure	United States (USD)
PRO270	Ingestion & Filtering	GB	$30.00
PRO201	Process & Promote to Review Database	GB	$160.00
HST260	Processing Database Storage	GB/Month	$6.00
PRO360	OCR for Processing Exceptions	Page	$0.02
HST161	OCR for Reviewed Data	Page	$0.02
PRO240	Password Cracking Attempt	File	$20.00
PRO245	Decryption of e-mail Container (client provides key)	File	$250.00

Technology Assisted Review Services [c]

SAP Code	Description	Unit of Measure	United States (USD)
CON109	Technology Assisted Review Consulting	Hour	$275.00
PRO593	Equivio Analytics	Document	$0.03
PRO420	Brainspace Analytics	Document	$0.03
PRO596	NexLP Analytics	Document	$0.03
PRO602	Relativity Advanced Analytics	GB	$35.00

Production, Media & Shipping [d]

SAP Code	Description	Unit of Measure	United States (USD)
PRO260	Create TIFF Images	Page	$0.02
PRO110	Stamping/Endorsement	Page	$0.01
PRO235	Prepare Data, Text, Images	Page	$0.02
PRO238	Prepare Native Files	File	$0.05
PRO250	PDF from TIFF	Page	$0.01
PRO251	PDF w/Text from TIFF	Page	$0.03
HST160	OCR for Production	Page	$0.02
PRO17X	CD or DVD Burning	Media	$20
Various	Flash & Magnetic Media	Media	Varies

[d] Shipping and courier fees are billed at cost.

Active Data Hosting & Storage [e]

SAP Code	Description	Unit of Measure	United States (USD)
HST159	Early Case Assessment Hosting – DMX	GB/Month	$12.00
HST651	Early Case Assessment Hosting – Relativity	GB/Month	$12.00
HST150	Document Review Hosting – DMX	GB/Month	$12.00
HST756	Document Review Hosting – Relativity	GB/Month	$12.00
HST210	User Fees – DMX	User/Month	$25.00
HST626	User Fees – Relativity	User/Month	$70.00
HST142	3rd Party Data Loading	GB	$25.00
HST652	Additional Monthly Workspace Fee - Encryption at Rest	GB/Month	$2.00
HST611	Additional Monthly User Fee - Multi-factor Authentication	User/Month	$10.00

[e] User fees for generic tools are charged at the full monthly rate for any portion of the month used and are measured on peak

Inactive Data Hosting & Storage [f]

SAP Code	Description	Unit of Measure	United States (USD)
HST154	Read-Only (Maximum 2 Users) – DMX	GB/Month	$5.00
HST657	Read-Only (Maximum 2 Users) – Relativity	GB/Month	$5.00
HST120	Archive (No User Access) – DMX	GB/Month	$4.00
HST686	Archive (No User Access) – Relativity	GB/Month	$4.00
HST125	Export (As is)	GB	Varies
HST122	Affidavit of Destruction	Each	$750.00
HST124	Forensic Data Deletion	GB	$75.00
PRO128	Client Media Storage	Media/Month	$50.00

[f] If Client does not choose from these options, Epiq has no obligation to retain Client Data or media, and may permanently and irretrievably delete all such Archive Data without further notice and without liability, per Epiq's retention and deletion protocol. Read-only databases require five (5) business days for reactivation. Archived databases require fourteen (14) business days for reactivation, and Client shall be invoiced at Technical Analyst/Litigation Support rates for all reactivation related labor costs. Separate charges will be made for processing databases, hosting databases and production sets. Client Media Storage charges commence in the fourth calendar month following receipt of such media (i.e., up to three (3) months of storage without incremental billings). Return shipping charges billed at cost

Professional Services [g]

SAP Code	Description	Unit of Measure	United States (USD)
PRO305	Client Services Manager/Director (CSM, CSD)	Hour	$300.00
PRO311	Client Services Project Manager III (SPM, PD)	Hour	$275.00
PRO310	Client Services Project Manager II (PM, Trainer)	Hour	$225.00
PRO309	Client Services Project Manager I (PC, APM)	Hour	$175.00
PRO330	Technical Analyst/Litigation Support	Hour	$175.00
CON101	Custom Software Development	Hour	$275.00
CON101	Information Governance Consulting	Hour	$275.00
CON101	Office 365 Consulting, Training, Implementation	Hour	$275.00
CON101	Consultant, Consulting Services	Hour	$275.00
CON102	Director, Consulting Services	Hour	$300.00
CON103	Senior Director, Consulting Services	Hour	$325.00
CON104	Vice President, Consulting Services	Hour	$350.00
CON405	Oral Expert Testimony, Consulting Services	Hour	$500.00
CON406	Written Expert Testimony, Consulting Services	Hour	$400.00

[g] Travel expenses are charged at cost. Travel time of two (2) hours per associate per matter is included at no cost. Thereafter, travel time shall be billed at fifty percent (50%) the applicable hourly rate. On-site services have a per associate minimum of four (4) hours per day or if cancelled within twenty-four (24) hours. Actual, reasonable transportation, lodging, parking, meals and expenses billed at cost. Hourly rates are subject to annual increase.

COD007	Standard 6 field coding	Document	$0.40

Document Review Services [L]

SAP Code	Description	Unit of Measure	New York (USD)
DRS210	First Level Reviewer	Hour	$50.00
DRS310	Doc Review Project Manager	Hour	$100.00
DRS312	Assistant Project Manager	Hour	$85.00
DRS950	Doc Review Services per Doc	Document	$1.15
DRS215	Supplemental QC	Hour	$60.00
DRS230	Privilege Log Review/Redaction	Hour	$60.00
DRS215	Supplemental QC	Hour	$60.00
DRS290	Non-Attorney Review	Hour	$31.00
DRS213	Foreign Language Attorney Review	Hour	Varies

[L] If any document review or staffing personnel work more than forty (40) hours in a week, then overtime rates shall apply, and the standard billing rate set forth above shall be adjusted on a pro rata basis to reflect an adjusted hourly bill rate of one and one-half (1½) times the rate specified above for all such time. Should applicable state law require overtime compensation in excess of one and one-half (1½) times the employees standard pay rate, then the overtime rate for such personnel shall be calculated pursuant to such law and the standard billing rate set forth above shall be adjusted on a pro rata basis to reflect the increased hourly rates applicable to such time. More experienced staff, language skills, subject matter specialization, Consulting Services and/or Professional Services involvement will incur additional charges. Weekend, overtime, and holiday work may require supplemental air conditioning heat, building security and/or increased rates.

DRS950 - Document Review Services per document include:

- Manual review for responsiveness/non-responsiveness, potentially privilege and up to 10 issue tags
- Space and computers at an Epiq review center
- Review performed in language native to country where the review is performed and is limited to one language (India in English only)
- Includes QC of up to 7% of documents reviewed
- Review Project Management is included
- Redaction Services are offered separately at the applicable hourly rate
- Any downtime (other than downtime caused by Epiq) billed separately at the applicable hourly rate

Services not listed and also any overages for included items are to be charged at service agreement rates.

Terms & Conditions

1. *Definitions.*

(a) Specific Word or Phrases. For purposes of this Agreement, each word or phrase listed below has the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used.

(i) "*Affiliate*" shall mean, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity or one or more of the other Affiliates of that entity (or a combination thereof). For the purposes of this definition, an entity shall control another entity if the first entity: (1) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity; (2) has the ability to elect a majority of the directors of the other entity; or (3) provides day to day management of such entity under contract or as managing general partner.

(ii) "*Agents*" shall mean the respective owners, principals, managers, representatives, stockholders, partners, officers, members, directors, attorneys, agents, subcontractors, consultants, contractors and employees of a party.

(iii) "*Client Data*" shall mean the copy of the Original Data delivered to Service Provider for use in providing the Services.

(iv) "*Client Group Member*" shall mean the Client or any of its Affiliates.

(v) "*Components*" shall mean third-party software licensed by Service Provider for distribution and included within the Software.

(vi) "*Data Controller*" means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be processed.

(vii) "*Data Processor*", in relation to personal data, means any person (other than an employee of the Data Controller) who Processes the data on behalf of the Data Controller.

(viii) "*Data Protection Laws"* means (i) up to and including 24 May 2018, EC Data Protection Directive 95/46/EC and the United Kingdom Data Protection Act 1998 (ii) on and from 25 May 2018, the GDPR; and (iii) all laws and regulations and sector recommendations containing rules for the protection of individuals with regard to the processing of personal data, including without limitation security requirements for, and the free movement of, personal data.

(ix) "*Data Subject Consent*" shall mean, as required under applicable law, a written authorization from each necessary person, whether an individual or entity, that approves Epiq's collection or use of all data or information under their control, solely to the extent necessary for Epiq to provide the Services.

(x) "*Fee Schedule*" refers to the pricing exhibit attached hereto, whether titled Fee Schedule, Pricing Schedule, Fee Rider, Pricing Rider, a combination or variation thereof, or otherwise.

(xi) "*GDPR"* means EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

(xii) "*Loss*" or "*Losses*" shall mean any and all claims, liabilities, expenses, losses, costs, fines, settlements, penalties or damages, including reasonable court costs and attorney's fees, including all costs and attorney's fees related to an appeal, arising out of or related to this Agreement or any use, inability to use, or results of use of the Services, including any of the foregoing asserted by a third-party.

(xiii) "*Network*" shall mean, whether owned or leased, all Service Provider equipment, network, cabling, servers, mobile or other devices, hardware, peripherals, device drivers or computer functional environment.

(xiv) "*Original Data*" shall mean the original version of all data and materials made available to Service Provider, and all data and materials provided by or on behalf of Client to Service Provider.

(xv) "*Original Media*" shall mean any data storage device, including but not limited to any servers, tablets, laptops, hard drives, tapes, USB drives, mobile devices or other storage media.

(xvi) "*Processed*" and "Processes" each, in relation to information or data, means obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including the: (a) organization, adaptation or alteration of the information or data; (b) retrieval, consultation or use of the information or data; (c) disclosure of the information or data by transmission, dissemination or otherwise making it available; or (d) alignment, combination, blocking, erasure or destruction of the information or data.

(xvii) *"Service Provider" shall mean (i) Epiq; (ii) an Epiq Affiliate; and/or (iii) an Epiq Agent.*

(xviii) "*Services*" shall mean the products and services requested by Client (or Client's counsel on behalf of Client) and provided by Service Provider on the Cover Page to this Agreement, including any additional services requested post-signature.

(xix) "*Software*" shall mean all software including but not limited to the executable code and any object code to execute the software, whether owned or licensed by Service Provider, which is used in connection with the Services.

(xx) "Third Party" means each person or entity which is not a party or deemed to have rights or obligations under this Agreement.

(b) Common Words. The following words are interpreted as designated: (i) "or" connotes any combination of all or any of the items listed; (ii) where "including," "include" or "includes" is used to refer to an example or begin a list of items, which example or items is not exclusive; (iii)

unless context requires otherwise the singular shall include the plural, the plural shall include the singular; and (iv) “specified” requires that an express statement is contained in the relevant document or provision.

2. *Term; Termination; Suspension of Services.*

(a) This Agreement shall remain in full force and effect until terminated in accordance with the following: (i) a party may terminate this Agreement at any time for convenience by providing at least thirty (30) days prior written notice to the non-terminating party; (ii) it will automatically terminate concurrently with the termination of the final Service being provided thereunder; or (iii) a party may immediately terminate this Agreement for cause if there is a material breach, provided the terminating party tenders written notice of such material breach to the non-terminating party, and the non-terminating party fails to cure the issue within ten (10) days of receiving such notice.

(b) Epiq may, without limiting its other rights in equity or at law, including its termination rights hereunder, immediately suspend the Services, either completely or in-part, if a Client Group Member breaches any of its obligations under any agreement with Epiq. Should the Services be suspended for non-payment, Client may be required to pay a reactivation fee and deposit to protect Epiq against future payment issues.

3. *Effects of Termination; Continuation of Services.*

Upon termination of this Agreement:

(a) Each party shall remain liable for all obligations arising from an act or omission that occurred prior to the termination, and from any liability or obligation that is expressly stated to survive termination;

(b) All amounts owed by Client shall become immediately due and payable;

(c) Epiq may permanently and irretrievably delete all Client CI without further notice, and without liability. Notwithstanding the foregoing, Epiq may retain Client CI as required by applicable law, rule or regulation, and to the extent such copies are electronically stored in accordance with Epiq’s policies and procedures then in effect; and

(d) To the extent Epiq is in possession of any media owned by Client, and Client fails to provide instructions for its return within six (6) months, Epiq may delete any data stored on the media, without liability, and return the physical device to the Client pursuant to Section 11.

4. *Performance of Work.* Epiq warrants that the Services will be performed with reasonable care and skill. The Services are being delivered on an “as-is” basis, and Epiq disclaims all other terms, conditions, representations and warranties, either express or implied, including but not limited to any implied terms, conditions, representations or warranties of merchantability, suitability, title, non-infringement or fitness for a particular purpose, relating to third-party products, services (or related to the performance thereof) or software, or any Epiq IP. Further, Epiq does not warrant that the Software, its functions, or the results of using the Software will be uninterrupted or error-free, that the Software will be secure from unauthorized access or hacking, or that Epiq will correct any of the foregoing issues should they be discovered. Epiq’s warranty in this Section does not apply to the extent the Services delivered by Service Provider are affected by: (a) an unauthorized action by Client, its Agents, or a third-party; (b) failure of or disruptions to any Networks; (c) an actual or attempted modification of the Services or project without written approval by Epiq; (d) damage, disruption or malfunction of the Networks or Epiq IP caused by Client, its Agents, or a third party; or (e) any Force Majeure Event. In connection with any collections or forensics related services provided, although Service Provider shall use commercially reasonable efforts when providing such services, there is no guarantee that the data requested by Client can be located or recovered. Where the performance of Services requires Service Provider to have access to Client’s facilities, Client shall provide all access required. Service Provider may transfer Client Data within the Networks. Service Provider is the Data Processor under this Agreement. Client is the Data Controller under this Agreement. Client acknowledges and agrees that Service Provider will often take direction from the Client’s representatives, employees, agents and/or professionals (collectively, the “*Client Parties*”) in connection with providing the Services. The parties agree that Service Provider may rely upon, and Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided directly by the Client.

5. *Client Data.*

(a) Client shall be solely responsible for maintaining the Original Data, and Client shall retain said data such that it can be promptly regenerated or duplicated as needed. Accordingly, Client expressly agrees that Service Provider shall not have any liability for any data loss, damage to, or corruption of the Original Data. Client also agrees that it shall not provide any data to Service Provider unless that data is necessary for the delivery of the Services, and even if necessary such data shall not be provided in violation of the following representations and warranties.

(i) All Client Data was accumulated and collected in compliance with all relevant Data Protection Laws, rules and regulations;

(ii) The provision of Client Data to Service Provider and the processing of the Client Data by the Service Provider in accordance with the terms of this Agreement will not cause Service Provider to be in breach of any laws or regulations applicable to the Client Data.

(iii) Data Subject Consents have been secured for Service Provider to collect any data, if relevant, and to use it along with all other Client Data, associated hardware and Software, in providing the Services; and

(iv) Client shall not deliver or otherwise provide Service Provider access to Client Data that is subject to any statutory or regulatory data protection measures or restrictions without first securing Service Provider’s written approval for all such disclosures to be made. For clarity, and without limiting the applicability of this provision, data that is subject to the following may be impacted: (i) Export Administration Regulations (EAR); (ii) Gramm–Leach–Bliley Act (GLBA); (iii) Health Insurance Portability and Accountability Act (HIPAA); (iv) Health Information Technology for Economic and Clinical Health (HITECH) Act; and (v) International Traffic in Arms Regulations (ITAR).

If Service Provider is not advised of what type of data will be provided, any fines and penalties (including those imposed on Service Provider) related to a disclosure that violates the foregoing shall be at Client’s sole cost and expense. Client further warrants that no Client Data shall

be transferred to Service Provider via email, through a third-party tool, or in any other unencrypted or unsecured manner. Except for the purpose of copying, imaging, or otherwise collecting data as requested hereunder, Client shall not transfer custody of any Original Media to Service Provider. Service Provider disclaims all liability for a violation of this Section.

Service Provider's acceptance of the Client Data is evidence of its reliance on the representations and warranties contained herein.

(b) The following provisions shall apply where the provision of the Services involves processing personal data transferred, or otherwise made available, to Service Provider by the Client or its Agents:

(i) In this Section 5(b): the terms , "data subject", "data processor", and "data controller" shall each bear the meaning ascribed to them under the relevant Data Protection Laws . Service Provider is a data processor. In addition, the following terms shall have the definitions set forth below:

a. "**Personal Information"** means any information relating to an identified or identifiable individual (including, but not limited to, name, postal, or email address, telephone number, Social Security number, driver's license number, date of birth, biometric, demographic information, health or medical information, banking or credit card account information and personal identification number) in whatever format, including that contained in communications, documents, databases, records or materials of any kind whether in individual or aggregate form, and regardless of the media in which it is contained that, may be (i) disclosed at any time to Service Provider or third parties engaged by Service Provider by Client or Third Party Users in anticipation of, in connection with or incidental to the performance of services for or on behalf of Client by Service Provider under the Agreement; (ii) Processed (as defined below) at any time by Service Provider or third parties engaged by Service Provider in connection with or incidental to the performance of services for or on behalf of Client by Service Provider; or (iii) derived by Service Provider or third parties engaged by Service Provider from the information described in (i) or (ii) above.

b. "**Process**", "**Processed**" or "**Processing**" means any operation or set of operations performed upon Personal Information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting altering, retrieving, consulting, using, disclosing or destroying the data.

(ii) To the extent that the Services involve the processing of any personal data Service Provider represents, warrants and covenants as follows:

a. Service Provider shall limit access to Personal Information to its employees, agents or contractors who have a need to use the Personal Information in the performance of services for or on behalf of Client and who have agreed to comply with legally-enforceable privacy, confidentiality, and security obligations that are required by relevant Data Protection Laws. ;

b. Service Provider shall maintain a comprehensive written information security program that complies with all applicable Privacy Laws and Data Protection Laws (as defined below). Service Provider's information security program shall include appropriate administrative, technical, physical, organizational, and operational safeguards and other security measures designed to (i) establish minimum standards to be met in connection with safeguarding Personal Information; (ii) ensure the security and confidentiality of Personal Information in a manner consistent with industry standards; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Information; and (iv) protect against any actual or suspected unauthorized Processing, loss, use, disclosures or acquisition of or access to any Personal Information ;

c. Service Provider shall comply with all applicable federal, state, and local laws, rules, regulations and governmental requirements, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting and any other obligations attaching or arising from the possession of use of Personal Information (collectively "**Privacy Laws**").

d. Service Provider shall reasonably promptly following receipt, pass on to Client any requests for details regarding, or requests for access to, any personal data and shall not answer such requests in its own right;

e. where Service Provider receives any data subject access request, Service Provider shall reasonably promptly following a written request from Client or Counsel, provide reasonable assistance to Client to allow Client to respond to the relevant request;

f. Service Provider shall exercise the necessary and appropriate supervision over its relevant personnel to maintain appropriate privacy, confidentiality and security of Personal Information. Service Provider shall provide training as appropriate, regarding the privacy, confidentiality and information security requirements set forth in this Agreement to relevant Service Provider personnel who have access to Personal Information

g. Service Provider shall take reasonable steps to ensure the reliability of any of its staff and/or Agents who will have access to the personal data, ensuring that any such staff and/or Agents are contractually obliged to maintain the confidentiality of the personal data;

h. where Service Provider uses a third party in connection with performing any obligation under this Agreement, Service Provider shall enter into a written agreement with each such third party. Service Provider shall only retain third parties that Service Provider can reasonably expect to appropriately protect the privacy, confidentiality and security of Personal Information;

i. Service Provider shall notify Client immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Information. Client shall have the right to defend such action in lieu of and on behalf of Epiq. Client may, if it so chooses, seek a protective order. Epiq shall reasonably cooperate in such a defense;

j. Service Provider shall inform Client and Counsel without undue delay by telephone and email to the Client contact designated in this Agreement if it becomes aware of any accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure of or access to the personal data (an "Information Security Incident") The notice shall include: (i) the nature of the Information Security Incident; (ii) the type of information at risk; and (iii) what remediation efforts Service Provider has taken and proposes to take to prevent further loss, misuse, compromise

or unauthorized access to Personal Information. Service provider shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with Client in all lawful efforts to mitigate or rectify such Security Incident. The content of any filing, communications, notices, press releases, or reports related to any Security Incident must be approved by Client prior to any publication or communications thereof;;

k. no more than once annually, upon no less than thirty (30) days' prior written notice to Service Provider and during normal business hours, Service Provider shall allow a representative of Client access to any relevant premises where the Services are being provided owned or controlled by Service Provider to inspect the measures, programs and procedures adopted in performance of and in compliance with this Agreement. Service Provider shall also make available to Client, at Client's reasonable request, all information necessary to demonstrate compliance with this Agreement;

l. upon the expiration or termination of the Agreement for whatever reason or as otherwise requested by Client, Service Provider shall, at Client's election evidenced in writing, either (i) promptly destroy or render unreadable or undecipherable, or (ii) promptly return to Client, each and every original copy in every media of all Personal Information in Service Provider's possession, custody or control by secure means.; and

m. Service Provider shall not subcontract any processing of the personal data or otherwise disclose the personal data to any third party except as expressly permitted by this Agreement or otherwise permitted by Client in writing.

(i) Client shall ensure that it acts in complete compliance with the applicable Data Protection Laws in respect of all personal data, and warrants to Service Provider that, in respect of any and all personal data that it transfers, or otherwise makes available, to Service Provider, it is lawfully able to transfer or make such personal data available, and has any and all necessary consents from the relevant data subjects.

(ii) The parties agree that where Client Data may be processed outside of the EEA and United States then the relevant parties may enter into standard contractual clauses adopted by the European Commission.

(iii) **Reimbursement.** Subject to Section 19, upon the occurrence of a Security Incident involving Personal Information in the possession, custody or control of Service Provider and for which Service Provider is otherwise responsible, Service Provider shall reimburse Client on demand for all costs incurred by Client arising out of or in connection with any such Security Incident.

6. ***Data Export Measures*****.** To the extent that this Agreement permits Client to locate and use any of the Software outside the United States, such permission is subject to Client procuring any applicable governmental approvals and licenses and complying with any other governmental requirements and procedures, including but not limited to governmental restrictions on data encryption and the export of technical data. Without limiting the generality of the foregoing provisions, Client shall comply with all export, re-export, and import laws of the United States and any other applicable countries, obtain all applicable export, re-export, and import licenses, and pay all tariffs, import duties, export fees, and any other levies, imposts, charges, taxes, and assessments of any kind and nature. Client shall not knowingly permit (and will use best efforts to prevent) access to the Software or transfer, export or re-export of the Software, or the underlying information or technology, by or to any person or party who is a national or resident of, or located in, any country on the United States Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders, or any other country which is subject to restrictions imposed by governmental authority.

7. ***Document Review & Staffing Services.*** All document review and staffing services performed by Epiq are provided subject to the following:

(a) Although Epiq will attempt to provide the services at the physical location requested, Epiq may in its sole discretion change the service location with notice to Client.

(b) If Client requests the Services be provided in a specific location where Epiq does not own facilities, or one where Epiq currently does not have capacity to provide the services in a timely manner, and Epiq agrees to such request in its sole discretion, Client accepts sole responsibility for all liability, costs and expenses incurred by Epiq in securing access to the facilities and equipment requested, and agrees to fully indemnify, defend and hold Epiq harmless from the costs associated therewith.

(c) Client agrees to approve all timesheets in accordance with Epiq's Timesheet Guidelines, a copy of which may be provided to Client upon request. Pursuant to the Timesheet Guidelines, all undisputed timesheets shall be deemed approved by Client, and Client shall be billed for those costs. Time is of the essence.

(d) ALL PERSONNEL ARE CATEGORIZED AS EXEMPT FOR PAYROLL PURPOSES, EXCEPT FOR: (a) PERSONNEL PERFORMING SERVICES IN CALIFORNIA; (b) PERSONNEL PERFORMING SERVICES IN OREGON; AND (c) PERSONNEL PROVIDING STAFFING SERVICES, REGARDLESS OF THE STATE WHERE THE SERVICES ARE BEING PERFORMED. PERSONNEL DESCRIBED IN (a)-(c) ARE CATEGORIZED AS NON-EXEMPT FOR PAYROLL PURPOSES, AND ARE THEREFORE ENTITLED TO OVERTIME COMPENSATION FOR ALL HOURS WORKED IN EXCESS OF 40 PER WEEK.

(e) Each document review project requires at least one (1) Project Manager. An Assistant Project Manager may be added to support the Project Manager, and Supplemental QC personnel can be added to support both the Project Manager and the Assistant Project Manager, if supplemental management resources are required. Neither the Assistant Project Manager nor Supplemental QC personnel are standalone services.

(f) To the extent any services are provided at a non-Epiq controlled facility, Client represents and warrants that it shall:

(i) Properly safeguard and control the premises, processes and systems, and shall not permit any Epiq employee to operate Client's vehicles or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, negotiable instruments or other valuables without Epiq's express prior written approval;

(ii) Provide all facilities, supplies, equipment, and all other necessary items that may be required by any Epiq employee to perform the services;

(iii) Provide all Epiq employees with a safe worksite and provide appropriate information, training, and safety equipment in compliance with all Occupational Safety & Health Administration requirements, in addition to any similar requirements imposed by a state or local agency designed to ensure employee health and safety in the workplace; and

(iv) Notify Epiq immediately, within one (1) hour of the event, of any injuries or accidents related to any Epiq employee, and provide Epiq a written report detailing what transpired within twenty-four (24) hours of the event.

(g) To the extent Client is receiving staffing services, Client acknowledges and agrees that:

(i) All Epiq employees assigned to the Project are providing services at a facility or in an environment that is solely controlled by the Client, and absent Epiq's prior written approval, shall only perform the duties and functions described herein.

(ii) Client is solely responsible for accepting, controlling, managing, rejecting, selecting and supervising the Epiq employees, including without limitation all work performed, and may request an Epiq employee be removed from the project at any time.

(iii) During the term of this Agreement and for six (6) months thereafter, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of any Epiq employee assigned to a Client project to leave the employ of Epiq, or sever its contractor relationship with Epiq, or hire or engage such Epiq employee. If any employee provided by Epiq is hired by Client, either directly or indirectly, within six (6) months of the project completion date for the project they were assigned to, then Client shall pay Epiq an amount equal to twenty-five percent (25%) of the Epiq employee's first year annualized compensation with Client, including without limitation salary, benefits and guaranteed bonuses (the "*Placement Fee*").

(iv) Epiq shall have no liability or responsibility for the following: (A) which employees are rejected or selected by Client for the project; (B) the number of employees requested by Client for the project; (C) the management and supervision of the employees; or (D) ensuring there is sufficient work for the employees assigned to the project.

(v) That Epiq has made no representation or warranty as to the capabilities of any Epiq employee, or the quantity or quality of the work they will perform.

(h) Client acknowledges, represents and warrants that all Services are being performed at the ultimate direction of the Client, and the final approval of all Services provided hereunder shall remain with the Client at all relevant times.

(i) Unless the document review platform is provided by Epiq, Client shall provide Epiq personnel all required training on the use of the platform, including but not limited to providing access to training manuals and documentation. Client acknowledges and agrees that Epiq's Services hereunder shall at all times be subject to the general oversight, review and supervision of Counsel with a direct relationship with the Client.

8. *Fees for Services*.

(a) The Fee Schedule governs the pricing for the Services. During the month an archive, export, or deletion request is made, the full monthly hosting or archive charge will be incurred. Any monthly hosting or user services that are not cancelled by the 25th of the month will be charged for the following month. All payments shall be tendered in the currency on which the Fee Schedule is based. In the event the Matter Size for the Services is less than what was initially indicated by the Client in this Agreement, Epiq reserves the right to charge Client at the higher per gigabyte rate as set forth on the Fee Schedule.

(b) If applicable, the following applies when determining the amount owed for HST260 services (Processing Database Storage), also formerly known as HST250 (Non-Review Storage). "*Processing Data*" is the uncompressed storage footprint of Client Data that is ingested into an Epiq processing database but not promoted to an Epiq hosting database or a third party application. Except in the case of "process to output" matters, the storage of such Processing Data will be provided to Client at no cost for four (4) months after initial ingestion of such Processing Data, after which Processing Database Storage rates will apply unless Client provides Epiq with prior written notice to either delete or archive the processing database. In "process to output" matters, the storage of Processing Data will be provided to Client at no cost for three (3) months after initial ingestion of such Processing Data, after which Processing Database Storage rates will apply unless Client provides Epiq with prior written notice to either delete or archive the processing database. Partial archives of the Processing Data are not available. Should either HST250 or HST260 not be included on the Fee Schedule, Epiq may, as of the date upon which Client is no longer entitled to free hosting of Processing Data pursuant to the foregoing, begin billing for Processing Database Storage at a rate of $9 per GB per month.

9. *Invoicing*. Epiq shall present monthly written invoices (each an "*Invoice*" and comprised of "*Invoice Line Items*") to Client, and Client agrees to pay the undisputed amount of all Invoices and each of their Invoice Line Items in immediately available funds within thirty (30) days after the date of each such Invoice ("*Due Date*"). Epiq is willing to use a third party billing tool ("*Billing Tool*") to submit its Invoices for payment; provided Epiq agrees in writing and Client is solely responsible for any associated fees. Should the terms and conditions applicable to the Billing Tool conflict with this Agreement, the provisions of this Agreement shall control. Client may in good faith dispute any Invoice Line Item on an Invoice, but only if Client provides Epiq written notice of the particular Invoice Line Item in dispute and the reason for such dispute no later than the Due Date. The parties agree to promptly use good faith efforts to resolve any such disputes. Such efforts shall not constitute a waiver of any other rights which Epiq may have at law or in equity. Past due balances shall accrue interest at 1.5% per month until paid. In addition to all amounts owed for Services provided hereunder, Client shall also be liable for all actual costs of collection, including reasonable attorneys' fees, incurred by Epiq in connection with this Agreement. Epiq shall be entitled, in its sole discretion, to offset any and all amounts owed to Epiq by Client from any amounts due and payable by Epiq to Client. Client is solely responsible for the timely payment of all Invoices, and Client agrees

that its payment obligations are not conditioned upon the occurrence of any external event (including, but not limited to, any third-party payment, insurance settlement or judgment outcome).

10. ***Project Related Items.*** Client: (a) shall provide specifications and instructions for the project and participate in regularly scheduled status conference calls; (b) shall provide timely responses to Epiq's requests for information and approvals; (c) agrees that all delivery dates are mere estimates, not guaranteed delivery dates; and (d) shall at all times comply with its obligations under Section 5 and Section 6.

Unless related to an adversarial proceeding directly between Epiq and Client, if Epiq or any of its employees are deposed or required to testify in any judicial, arbitral or administrative proceedings, or to produce documents or records pursuant to a subpoena or otherwise, Client shall be solely liable for all of Epiq's related fees and expenses which shall be invoiced pursuant to this Agreement, even if previously terminated.

11. ***Shipping*****.**

(a) In connection with any media handling and shipment, Client shall provide Epiq with all necessary instructions, including but not limited to the following: (i) current shipping address; (ii) name, telephone number, and valid email address for the intended recipient; and (iii) the desired shipping method with requested delivery date. All shipments to Client or Client's designee will be at Client's sole expense. Epiq is not responsible for any delivery delay or non-delivery. If Client's shipment is damaged or declared lost by the shipping agent, Epiq will file a claim for compensation from the shipping agent, and Client agrees that Epiq's total liability will be strictly limited to the amount recovered under such claim. Under no circumstances shall Epiq be liable to Client or to a third-party for any lost data or other Losses associated with a damaged or lost shipment, nor shall Epiq owe a refund for any associated shipping costs once it provides proof that custody of the package was passed to the shipping agent.

(b) Any of the following shall be considered conclusive proof that Epiq passed custody of Client's package to the shipping agent: (i) a shipping document with the name or details of the shipping agent, the appropriate shipping details, and the date the shipping agent assumed custody of the package; (ii) an online tracking result that bears the appropriate package tracking number and indicates that the shipping agent assumed custody of the shipment; or (iii) an email from the shipping agent confirming that it assumed custody of the package or its efforts to track the shipment.

12. ***Confidentiality; Limited License.***

(a) In connection with this Agreement, each of Epiq, Counsel and Client (each, a "*Disclosing Party*" or "*Discloser*") may disclose to one of the other parties (the "*Receiving Party*" or "*Recipient*") certain information that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party prior to or contemporaneously upon receipt by the Receiving Party or which the Receiving Party reasonably should recognize from the circumstances surrounding such disclosure or the contents of such disclosure to be confidential or proprietary including this Agreement. All such information including, but not limited to Client Data, Client-Owned Property and any IP, including Epiq IP, are hereinafter collectively referred to as "*Confidential Information*" or "*CI*". Notwithstanding the foregoing, the term "Confidential Information" and "CI" does not include information that comes into Recipient's possession without an obligation of confidence or that is or becomes generally available to the public through no action or inaction by (i) the Recipient or (ii) a source to which Recipient knows is bound by a duty or obligation of confidentiality (contractual, fiduciary or otherwise) with respect to such information. Each Receiving Party shall hold all CI in confidence, use such CI only for the purposes of fulfilling their obligations hereunder, and not copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or use such information for any purposes whatsoever, without the express written permission of the other party, other than for the performance of obligations hereunder or as otherwise agreed to herein. Each Recipient agrees to disclose CI only to those Agents, including without limitation contractors, service providers, legal advisers and consultants, who have a legitimate business need to know, and those disclosures shall not occur until those Agents are bound by restrictions on confidentiality no less restrictive than those imposed herein and Recipient has advised them of their obligations to keep such information confidential. All CI provided or disclosed to the Recipient shall remain the sole property of the Discloser.

(b) Nothing in this Agreement shall be construed as either (i) granting or conferring any current or future right, title or interest in or to any CI or proprietary right now owned by Discloser to the Recipient or (ii) obligating Discloser to disclose CI to Recipient.

(c) Notwithstanding anything herein to the contrary, to the extent the Client Data provided belongs to a party Client is representing ("*Data Owner*"), Client expressly authorizes the disclosure of all Client Data to any other counsel or party specified by Data Owner without further notice, or any additional Client approval required.

(d) In the event Recipient or any individual or company to whom it transmitted or transferred the CI, whether pursuant to the provisions of this Agreement or otherwise, becomes legally compelled to disclose any CI, the party required to disclose such CI will (except where prohibited by law) advise Discloser as soon as possible so that the Discloser may either seek an appropriate remedy, including a protective order, or waive compliance with the provisions of this Agreement. In the event that any such protective order or other remedy is not obtained, or that compliance with this Agreement is waived, the party required to disclose the CI will furnish only that portion of the CI which, in the written opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such CI.

(e) Each party agrees to use best efforts to protect the other party's intellectual property, including without limitation, all proprietary information and knowledge, patents, copyrights, trademarks, rights in databases, design rights, inventions (whether or not patentable), instruction manuals, on-line help files, concepts, ideas, tools, processes, Software, Components, trade secrets and know-how, whether in oral, written, graphic, electronic or machine-readable form (collectively, "*IP*"). As used herein, "*Epiq IP*" shall include IP owned, developed, or licensed by Epiq, including all Components and IP used by Epiq to deliver the Services, and IP in every translation, portation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted and also includes IP in any software, technology, methods or processes that a person skilled in the arts would consider to be derived from the Epiq IP or from any Epiq technology, methods or processes protected by applicable intellectual property laws. Client on behalf of itself and its Agents agrees to use Epiq IP provided by Epiq solely for the purposes of the Project to the extent delivered through the Services. Any Epiq IP utilized or

developed by Epiq during the course of this Agreement is the exclusive property of Epiq and its licensors who retain all rights, title and interest in and to the Epiq IP. During the term of this Agreement, and provided the Client is not in violation of this Agreement including any payment obligations hereunder, Epiq grants Client a limited, non-exclusive, non-transferable licensed right to use the Epiq IP provided by Epiq to the Client solely to the extent necessary for the Client to use the Services and solely for Client's internal business purposes in connection with the Project. Use of Epiq IP may require acceptance of a click-to-accept end user license agreement (a "*EULA*"). Notwithstanding anything provided in this Agreement, Client agrees to all license restrictions applicable to any third party IP sublicensed by Epiq to Client or which is contained in any Epiq IP. Client Data and Client's own work product created by Client shall (except to the extent that it comprises any Epiq IP) be owned by Client. Notwithstanding anything to the contrary herein, Epiq shall solely and exclusively own and hold all right, title and interest in any Resultant Data, including all IP rights therein. "*Resultant Data*" means information, data and other content that is derived by or through the Services from Client Data and is sufficiently different from such Client Data that such Client Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content. In furtherance of the foregoing, Client hereby unconditionally and irrevocably grants to Epiq an assignment of all right, title and interest in and to the Resultant Data, including all IP rights therein.

(f) The Client and its Agents shall not, without proper authorization from Epiq, gain access to Epiq's Software, the Network, or interfere with, disrupt or violate any of Epiq's policies or procedures relating to the Services, including those affecting the Networks. Epiq, in its sole discretion, reserves the right to immediately terminate or suspend the Services if it has a reasonable belief that any of the foregoing is occurring, may occur or is threatened to occur.

13. *Taxes*. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Epiq's income, such as gross receipts, franchise, employee or occupational taxes.

14. *Excusable Delay.* Except for the payment obligations of the parties hereunder, neither party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is the result of causes beyond the reasonable control of the performing party, such as riots, epidemics, war, government regulations, fire, acts of God, acts of terrorism, vendor performance issues, or a service failure of a utility or communications provider ("*Force Majeure Events*").

15. *IP Restrictions*. Client and its Agents agree not to: (a) modify, adapt, translate or create derivative works of any Epiq IP; (b) sell, lease, rent, loan, distribute, assign, sublicense, convey or otherwise transfer, pledge as security or otherwise encumber the rights and licenses granted hereunder with respect to any Epiq IP; (c) translate, copy, reverse engineer, re-engineer, decompile, reverse compile, or disassemble any Epiq IP; (d) attempt to discover or create the source code from the object code for any Epiq IP; (e) use any Epiq IP for the benefit of any other person or entity; or (f) cause, assist or permit any third party to do any of the foregoing. Client shall only permit access to the Epiq IP to its Agents who have a need to know in connection with the license rights granted under this Agreement. Neither Client nor any of its Agents shall publish, disclose, display or otherwise make available any Epiq IP to others. Neither Client nor any of its Agents may use the Components in any way whatsoever other than through Client's or its Agents' permitted use of the Software pursuant to and during the term of this Agreement. Upon termination of this Agreement, Client and its Agents shall immediately return or destroy all Epiq IP made available to Client and its Agents in connection with the delivery of the Services, and Client and its Agents shall refrain from further using such Epiq IP for any purpose whatsoever.

16. *IP Indemnity*.

(a) Subject to Section 18, each party ("*Indemnifying Party*") shall indemnify, defend and hold harmless the other party, its Affiliates and each of their respective Agents (each an "*Indemnified Person*"), to the fullest extent permitted by applicable law, rule or regulation, from and against any and all Losses incurred by or asserted against any Indemnified Person as a result of any claim that such Indemnifying Party's provided data hereunder or IP: (i) infringes or violates the IP rights of any such third-party (but excluding any infringement contributorily caused by the Indemnified Person); (ii) contains content that is obscene or pornographic, or other content where the nature or type of such content would subject its possessor to liability under applicable law, rule or regulation (whether in tort, statute or otherwise) through its authorized use under this Agreement; or (iii) contains viruses, malware, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs or code. In addition, where Epiq is the Indemnifying Party in such event, Epiq may, at its expense and at its sole election: (iv) secure for Client the right to continue to use the allegedly infringing IP; or (v) modify or replace such IP with a functional equivalent so that it is non-infringing, in which case Client and its Agents will promptly stop using the allegedly infringing IP.

(b) Notwithstanding the foregoing, Epiq's obligations under this Section do not apply to any Losses based on any (i) use of the Epiq IP not in accordance with this Agreement; (ii) modification of the Epiq IP by any party other than Epiq; (iii) continued use of the Epiq IP after the Agreement terminated; (iv) prior release of the Epiq IP, to the extent the Losses could have been avoided by using the most current release, and provided that Client was notified by Epiq in writing that use of the latest release of the Epiq IP was required to avoid the infringement; or (v) combination or operation of the Epiq IP with other software, components, data, or equipment not substantially developed or licensed by Epiq in connection with this Agreement, to the extent the Losses could have been avoided in the absence of such combination or operation.

17. *Indemnification*.

(a) Client agrees to indemnify, defend and hold harmless Service Provider against any Losses incurred by or asserted against Service Provider arising out of or related to: (i) any gross negligence or willful misconduct by Client, its Agents, or any third party to whom Client or its Agents provides access to any Epiq IP; (ii) any breach of any confidentiality obligations in this Agreement by Client or its Agents; (iii) any tangible property damage or personal injury (including death) caused by Client or its Agents; (iv) any instruction or information provided to Epiq by Client or its Agents in connection with the Services; (v) any breach of Section 5 or Section 6 by Client or its Agents; or (vi) any failure by Client or its Agents to comply with any applicable law, rule, or regulation with respect to the Services.

(b) Epiq agrees to indemnify, defend and hold harmless Client and its Agents against any Losses incurred by or asserted against Client and its Agents arising out of or related to: (i) any gross negligence or willful misconduct by Service Provider; (ii) any breach of any confidentiality

obligations in this Agreement by Service Provider; (iii) any tangible property damage or personal injury (including death) caused by Service Provider; (iv) any breach of Section 5 or 6 by Service Provider or its Agents; or (v) any failure by Service Provider to comply with any applicable law, rule, or regulation with respect to the Services.

(c) Each Indemnified Person shall notify the Indemnifying Party in writing promptly of the commencement, threat, or assertion of any claim for which indemnification as set forth above may be sought. The indemnities set forth above shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to each party's liabilities. The Indemnifying Party shall have sole control of the defense or settlement of the claim; provided that the Indemnifying Party shall obtain the express prior written approval of any Indemnified Party for any settlement that requires any specific performance or non-pecuniary remedy by that Indemnified Person or requires the actual payment of any amount by that Indemnified Person. The Indemnifying Party's obligations are contingent upon all Indemnified Persons reasonably cooperating in the defense or settlement of the claim. Indemnified Persons may participate in the defense of the claim, at their own expense, with counsel of their own choosing.

18. ***Limitation of Liability.*** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS AND AFFILIATES SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATAINCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) SERVICE PROVIDER SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS AND AFFILIATES TO THE OTHER PARTY AND ITS AGENTS AND AFFILIATES OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE GREATER OF (A) FIVE HUNDRED THOUSAND DOLLARS ($500,000) OR (B) THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS. THE FOREGOING LIMITATIONS WILL NOT APPLY TO LIABILITY RELATED TO A BREACH OF CONFIDENTIALITY OBLIGATIONS, EACH PARTY'S INDEMNIFICATION OBLIGATIONS, FOR DAMAGES FROM OR RELATED TO AN INFORMATION SECURITY INCIDENT AS DEFINED IN SECTION 5, OR A PARTY'S GROSS NEGLIGENCE, RECKLENSSNESS OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT WHICH SHALL NOT EXCEED $1,000,000.00.

19. ***Entire Agreement; Amendments; Counterparts.*** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, communications, understandings, negotiations, and discussions whether oral or written or course of dealings between the parties. Each party acknowledges that in entering into this Agreement it is not relying upon any pre contractual statement or agreement which is not repeated in this Agreement, and no party shall have any right of action against any other party to this agreement arising out of or in connection with any pre contractual statement or agreement except to the extent that it is repeated in this Agreement. No modification or amendment of this Agreement shall be binding upon either party unless approved by an authorized representative of each in a signed written agreement or via electronic mail. Notwithstanding anything herein to the contrary, the parties expressly agree that this Agreement, and any modification or amendment hereto, may be agreed upon and memorialized utilizing commercially available electronic software, such as electronic mail, provided any such software: (a) clearly establishes the intent of the parties to be bound, and (b) if applicable, clearly identifies the terms to be modified or amended. The absence of a typed signature entered with the specific intent of creating a contractual commitment shall not void or otherwise alter the validity of an agreement entered into pursuant to the above. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts when taken together shall be considered and constitute one complete copy hereof.

20. ***Governing Law.*** This Agreement, and any dispute, controversy or proceeding arising out of or relating to this Agreement, or the subject matter hereof, shall be governed by the substantive laws of the State of Virginia without regard to any conflicts of law principles. Subject to Section 22, the state and federal courts located in Virginia have exclusive jurisdiction with respect to any proceedings, which may arise in connection with this Agreement, which courts have personal jurisdiction and venue over the parties.

21. ***Notices*****.** All notices hereunder shall be in writing and deemed duly given on the date of delivery. Notices shall be tendered by either (a) personal delivery or (b) via nationally recognized overnight courier (delivery receipt requested), postage prepaid, addressed to the addressee pursuant to the following: (i) at the Epiq Notice Address, (ii) at the Client address, or (iii) if provided, the most recent alternative address provided by addressee for the receipt of notices, The addresses referenced in subparts (i)-(ii) are specified on the Contact Information Form.

22. ***Arbitration*****.** Any dispute, controversy, proceeding or claim arising out of or relating to this Agreement, or the Services, including but not limited to any alleged breach shall be settled by mandatory, final and binding arbitration in Kansas City, Missouri, before a single arbitrator, and such arbitration shall comply with and be governed by the commercial dispute rules of the American Arbitration Association, provided that either party may seek interim relief in court as it deems necessary to protect its CI or IP. The decision of the arbitrator shall be final, binding on the parties hereto, and not subject to further review. Any judgment awarded may be entered in any court having jurisdiction, and enforced throughout the world. Notwithstanding the foregoing, either party may immediately seek injunctive relief in a court of competent jurisdiction should it reasonably believe the other party is in breach of its obligations as set forth herein.

23. ***Severability; Independent Contractor.*** All clauses and covenants in this Agreement are severable; in the event any or part of them are held or found to be invalid or unenforceable by any tribunal (including any court or arbitrator), a valid clause or covenant that most closely matches the intent of the original clause or covenant shall be substituted and any other clauses or covenants shall remain valid and enforced to the fullest extent possible under applicable law. Epiq is an independent contractor of Client, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between the parties. Neither party has the authority (and shall not hold themselves out as having authority) to bind the other, or make any agreements or representations on its behalf.

24. ***Assignment.*** This Agreement will inure to the benefit of, and be binding on, and enforceable against each of the parties hereto and their respective successors and permitted assigns. Neither party shall assign its rights under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld or delayed, except Epiq may freely assign or delegate all or a portion of its rights and obligations without Client consent if such assignment or delegation is to: (a) an Affiliate or subcontractor of Epiq; (b) a successor party by consolidation, merger or operation of law; (c) a purchaser of all or substantially all of Epiq's assets; or (d) a lender of Epiq as collateral. Any assignment or delegation to an Epiq Affiliate or subcontractor necessarily includes all rights required for the performance of the delegated Services that party will provide on Epiq's behalf, including the right to access and process Client Data. Subject to the foregoing, the parties do not confer any rights or remedies upon any person or entity other than the parties to this Agreement and their respective successors and permitted assigns.

25. ***Remedies and Waiver***. No delay or omission by any party to this agreement in exercising any right, power or remedy provided by law or under this agreement shall: (a) affect that right, power or remedy; or (b) operate as a waiver of it. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not unless otherwise expressly stated preclude any other or further exercise of it or the exercise of any other right, power or remedy.

26. ***Signatures.*** This Agreement may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered as a .pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

27. ***General.*** The parties hereto have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and other advisors and, in the event of an ambiguity or question of intent or interpretation arising, this Agreement shall be construed as jointly drafted by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any valid and binding non-disclosure agreement between the parties prior to the date hereof shall govern any confidential information disclosed prior to the Effective Date of this Agreement. Upon termination of this Agreement, provisions which by their nature should survive termination, shall survive termination. Unless otherwise specified, the pricing set forth in the Fee Schedule contains individual unit pricing for each service. Services are mutually exclusive and are deemed delivered and accepted when provided. This Agreement has been drafted in, and shall be construed in, the English language. Any translation of this Agreement prepared by either party is for convenience only. If there is any contradiction between the English language version and any such translation, then the English language version shall control. Under no circumstances shall Epiq's performance, or the delivery of the Services, be construed as Epiq or its employees being engaged in the practice of law, rendering legal opinions, or providing legal advice or private investigative services to Client. Epiq has expressly advised Client that Epiq and its employees are not representing Client, not providing it legal advice, and not serving as a private investigator.

REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Interim Administrator's Project / Task List & Request to Hire Additional Part-Time Office Staff.

PREPARED BY: Gina C. Gresch, Interim Administrator

REPORT DATE: Wednesday, June 20, 2018

RECOMMENDATION: Requesting direction from the Town Board on various projects and requests, hire additional part-time office help and set rate of pay for the same.

EXPLANATION:

Attached is a list of projects I have been working on prior to last week, and some the prior Administrator was working on. I am looking for direction from the Town Board as to which project they would like me to accomplish first.

However, in order to do this, I am requesting additional part-time office help be hired. I am recommending using some Election Inspectors who have prior experience working in the office as well as trying to find a retired clerk and/or part-time clerk or deputy clerk to help with my Clerk duties. There are other various projects the part-time help will be working on. They will help with regular day to day office functions, helping with elections, meeting preparation, assisting the Treasurer and Deputy Treasurer with filing and data entry.

I recommend the Town Board set the rate of pay of $9.32, which is the current Election Inspector rate of pay. Thank you.

INTERIM ADMINISTRATOR TASKS ~ REVISED 2018-06-20

TAKE CARE OF			
TASK	DATE STARTED	PROGRESS	DATE COMPLETED
Credit card payments - set up fields needed for online payments	06/14/18	Showed Kris how to create fields - she will be setting this up	
Figure out the keys – who has them and what number they are	06/14/18	Kris is collecting old, issuing new and tracking who has what #	
Get the locks changed	06/19/18	Done	06/19/18
See who gets called for emergencies – ask Panas and alarm company	06/14/18	Emailed Panas, Doug & Joe to add my cell ICE	
Get alarm working again – Mike @ Bonafide	06/14/18		
New carpet – asbestos abatement - Scott Interprises – Scott (c) 262-707-1775	06/18/18	Gina called Scott, working with Kris on carpet quote updates	
Change the phone tree - 2nd sub-layer is gone, 1 button to get town hall	06/19/18	Done	06/19/18
laptop@ front counter – how much money for town hall upgrades?	06/19/18	Rob getting computer quotes	
WSB – taxes - refunds & excel sheet to upload into tax system		Will work with Amy on in September	

NEEDS TOWN BOARD APPROVAL			
TASK	DATE STARTED	PROGRESS	DATE COMPLETED
Employee Handbook			
Job Descriptions / Review Process			
Amy OT if needed - 1 day a week?			
Budget w/Amy	06/19/18		
6 month actuals			
do a tracking sheet of changes			
do a timeline with workshops - shoot for 5			
Engineering RFP - work with Joe and Bryan on how to divide duties			
Pull Vierbicher & Foth planner bids - see if they have engineering quotes in it			
Grass Cutting ord with Joe O, Joe D and Kathy G	06/20/18		
Electronic Banking Policy resolution (ACH & auto-pay payments)	06/14/18	sent to atty for review	
Complaint Policy - work with Bryan			
Channel 14 Computer isn't working - needs video card			
Revamp newsletter - can that be a 2019 project?			
Find extra help - can help everyone with whatever they need	06/19/18	checking with people	
election inspectors @ their regular rate of pay - start Tuesday?	06/19/18		
part time people - Town Board set their rate? $10/hour if no clerk experience?			

OTHER NOTES / QUESTIONS			
Department head mtgs once per month, after the 1st meeting of the month			
Amy and I will sit down with each department head and go over their budget before it gets to the workshops			
Town Board voicemails and extensions - do you have vm greetings or is it forwarded to your home?			
Town Board members want anything different done with agendas or packets? Less or more of something?			
I can email everyone when I'm going to be off / out of the office for full days			
I have previously scheduled/approved time off July 11-16, but I will be at the Plan Commission meeting on the 12th.			
July 9 Town Board packet - will do on July 6 since we are closed 4th and 5th			
August 13 Town Board meeting, need to cancel or move due to election the next day			
August 22-24 @ WMCA Conference, I can do packets before I leave Wed afternoon; I will not go if I can't get office coverage or if it's too busy			