



Agenda
Town Board Meeting
Town of Lisbon, Town Hall
Monday, September 10, 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.
 - August 23, 2018 Special Town Board meeting minutes
 - Operator's Licenses
5. **Approval of Bills.**
6. **Announcements/Correspondence.**
 - Meeting Schedule
 - Department of Administration Population Estimate – 10,369
 - Request for Vacant Land Offers to Purchase for the Pauline Haass land.
7. **Department Reports - Presentation of activity statistics and recently attended meetings.**
 - Public Works Department
 - 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.**
 - A. Discussion and necessary action on the Town of Lisbon's Storm Water Engineering Firm and contract of the same.

10. New Business.

- A. Discussion and necessary action on the Chestnut Hill Drive Storm Sewer Extension project bids, and award contract of the same.
- B. Discussion and necessary action on Sweetbriar Lane Storm Water Improvements.
- C. Discussion and necessary action to adopt a petition to initiate a change in the Zoning Code to amend text related to Conditional Use Permits.
- D. Discussion and necessary action on Remote Deposit Agreement and device purchase with Waukesha State Bank.

11. Adjournment.

Joseph Osterman
Town Chairman

Gina C. Gresch, MMC/WCPC
Town Administrator

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

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

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



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Consent Agenda Items

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Wednesday, September 5, 2018

RECOMMENDATION:

Approval of the Consent Agenda items.

EXPLANATION:

- August 23, 2018 Special Town Board meeting minutes
- Operator's Licenses:
 - Kathryn Voigt, Ironwood Golf Course
 - Joshua Trasser, Ironwood Golf Course
 - Shantel Renee Grasso, Ironwood Golf Course
 - Cheryl Becker, Shooter's Pub and Grill

**Minutes of the Special Town Board Meeting
Town of Lisbon, Town Hall
Thursday, August 23, 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, Plotecher and Beal. Also present: Gina Gresch, Interim Administrator. Absent: Supervisor Moonen.

New Business.

Discussion and necessary action to appoint Gina Gresch as the Town Administrator and approve employment contract for the same.

Chairman Osterman stated there were minor changes made in the last Closed Session meeting, which the Town Board and Gina Gresch have agreed upon. Supervisor Plotecher asked if there would be a raise in 2019 since the contract is through 2019. Chairman Osterman indicated the contract states raises are at the discretion of the Town Board.

Motion by Chairman Osterman to appoint Gina Gresch as the Town Administrator and approve an employment contract for the same, ending December 31, 2019. Seconded by Supervisor Gamiño. Motion carried 4-0.

Interview candidate for the Town Clerk position.

Dan Green, candidate for Town Clerk position was present. He currently works for the City of New Berlin as the Clerk and head of Community Relations, which he has been for two years this fall. He has a degree in Public Policy and Administration from UW-Whitewater. He told the Town Board he feels this position is a great fit for him and his career goals. He would like to be an Administrator one day and will learn how to do that in Lisbon. He doesn't get the chance to do more than the Clerk's duties in the City. The Town Board members asked questions about his goals, strengths, weaknesses and salary requirements. He reiterated about wanting to be an Administrator one day but needs to learn and master many aspects of the job into order to be successful, like the financials, budget, planning and zoning, etc. He wants to enjoy his work, learn and grow. At this point, he isn't learning anything more within his department. He feels he will work well with the Administrator and staff. Money isn't a motivator; he is trying to use his degree as much as he can. He has his Wisconsin Certified Municipal Clerk and is very close to receiving his CMC from the International Institute of Municipal Clerks. He would like to take some planning classes to learn more about it once he's settled into the position. He continues to attend clerk conferences, UWGB Master Academy classes, WMCA district meetings, etc. He also needs to complete the Treasurer's Completion course at UWGB. He also has IT experience he can bring to the Town. He did speak with his supervisor about joining the Town of Lisbon and she understood and encouraged him to better himself. As a starting point, he asked to make about the same salary the clerk position currently pays and would like three weeks' vacation; he has three and a half weeks in New Berlin. He feels his strengths include being very good with people including staff, vendors, elected officials, has negotiation and communication skills. He is looking forward to working in a more residential community and learning. He thanked the Town Board for the opportunity to interview.

Motion to convene into Closed Session for the following items: Pursuant to Wisconsin Statute 19.85(1)(c), 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 continue interview of a candidate, if necessary, and to discuss and review the candidate for the Town Clerk position.

Motion by Supervisor Beal to convene into Closed Session for the following items: Pursuant to Wisconsin Statute 19.85(1)(c), 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 continue interview of a candidate, if necessary, and to discuss and review the candidate for the Town Clerk position. Seconded by Supervisor Plotecher.

ROLL CALL VOTE:

Chairman Osterman: Yes
 Supervisor Gamiño: Yes
 Supervisor Plotecher: Yes
 Supervisor Beal: Yes

Motion carried, 4-0, by roll call vote. Town Board convened into Closed Session at 6:59 PM.

Motion to re-convene into Open Session to take possible action, if necessary, regarding the appointment of the Town Clerk.

Motion by Supervisor Beal to re-convene into Open Session to take possible action, if necessary, regarding the appointment of the Town Clerk. Seconded by Supervisor Gamiño.

ROLL CALL VOTE:

Chairman Osterman: Yes
 Supervisor Gamiño: Yes
 Supervisor Plotecher: Yes
 Supervisor Beal: Yes

Motion carried, 4-0, by roll call vote. Town Board re-convened into Open Session at 7:33 PM.

The Town Board invited Dan Green back into the room. Chairman Osterman stated it is the consensus of the Town Board to offer him the position and gave him two options for salary and vacation. \$50,000 and three weeks' vacation or \$52,000 and two weeks' vacation. Dan Green agreed to \$52,000 and two weeks' vacation.

Motion by Chairman Osterman to offer the Town Clerk position to Dan Green, for \$52,000 salary and two weeks' vacation. Seconded by Supervisor Plotecher. Motion carried 4-0.

Adjournment.

Motion by Supervisor Beal to adjourn the Thursday, August 23, 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 Administrator



0006

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

Wednesday, September 05, 2018

Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures and elections from **September 10, 2018 through October 5, 2018** at the Town Hall, W234N8676 Woodside Road, unless indicated otherwise.

Thursday, September 13	Plan Commission at 6:30 P.M.
Monday, September 17	Park Committee at 6:30 P.M. (Richard Jung Memorial Fire Station)
Monday, September 17	2019 Budget Workshop at 6:30 P.M.
Wednesday, September 19	Sanitary District Committee at 7:30 P.M.
Monday, September 24	Supervisor's Office Hours at 6:00 P.M. followed by Town Board at 6:30 P.M.
Monday, October 1	2019 Budget Workshop at 6:30 P.M.

Sincerely,

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

REQUEST FOR VACANT LAND OFFERS TO PURCHASE

TOWN OF



The Town of Lisbon is offering the following parcel of real property for development to the public. The parcel is located in the northwest portion of the Town of Lisbon in the Merton/Arrowhead School District. The parcel is presently zoned A-10 but is designated for Suburban Residential I (1.5 to 2.9 acres of area per dwelling unit) in the Town Comprehensive Development Plan. This lot represents a unique opportunity to design and develop custom homes in the Town of Lisbon.

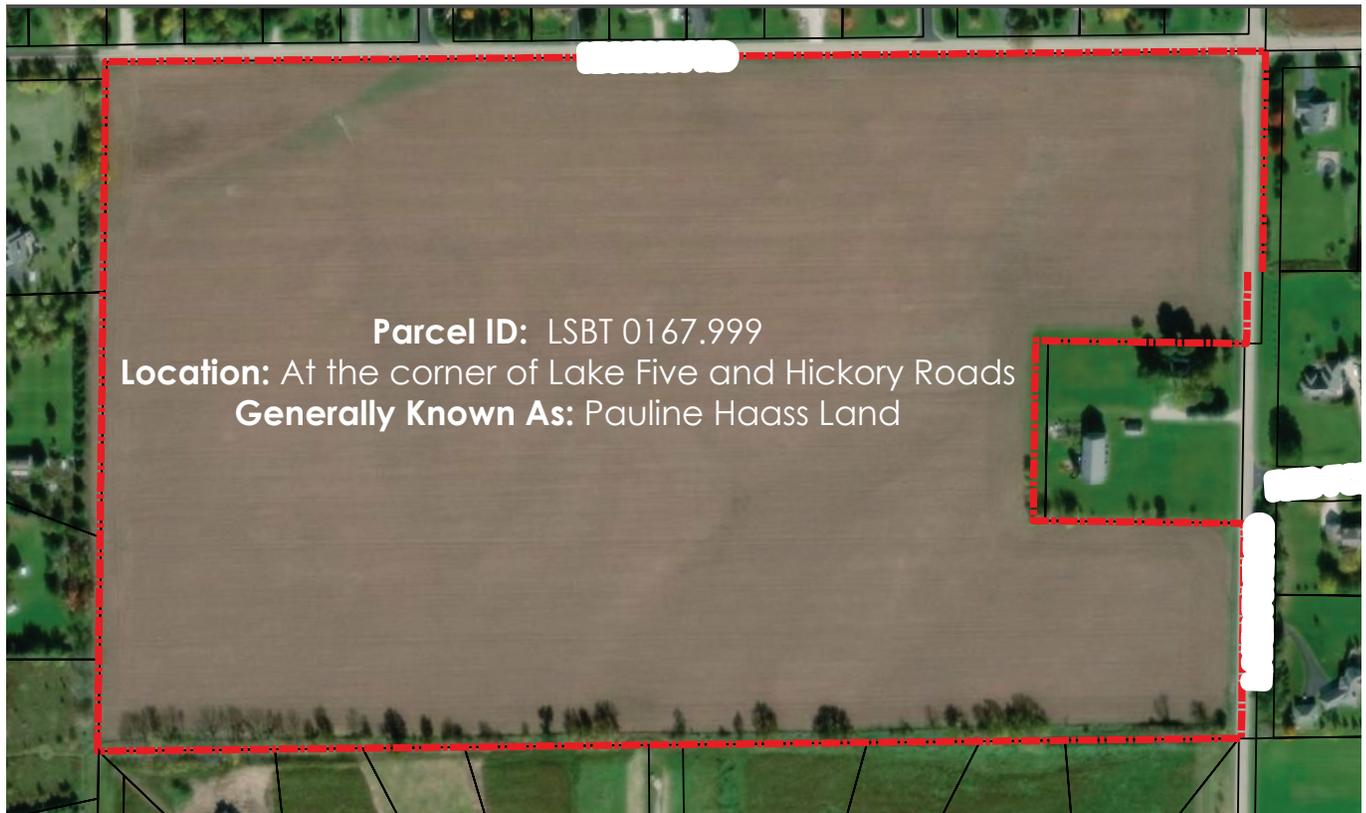
Parcel ID: LSBT 0167.999

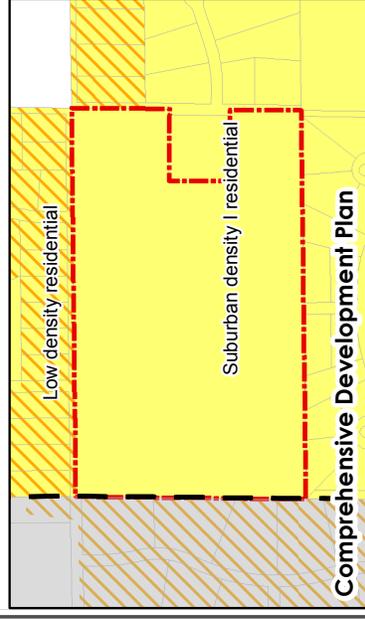
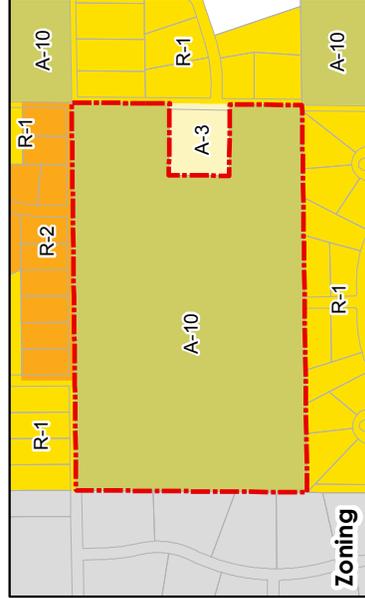
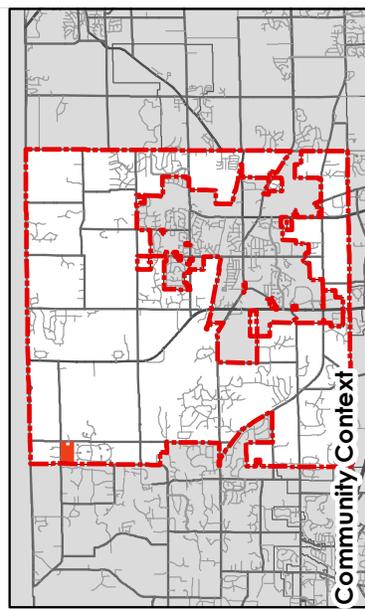
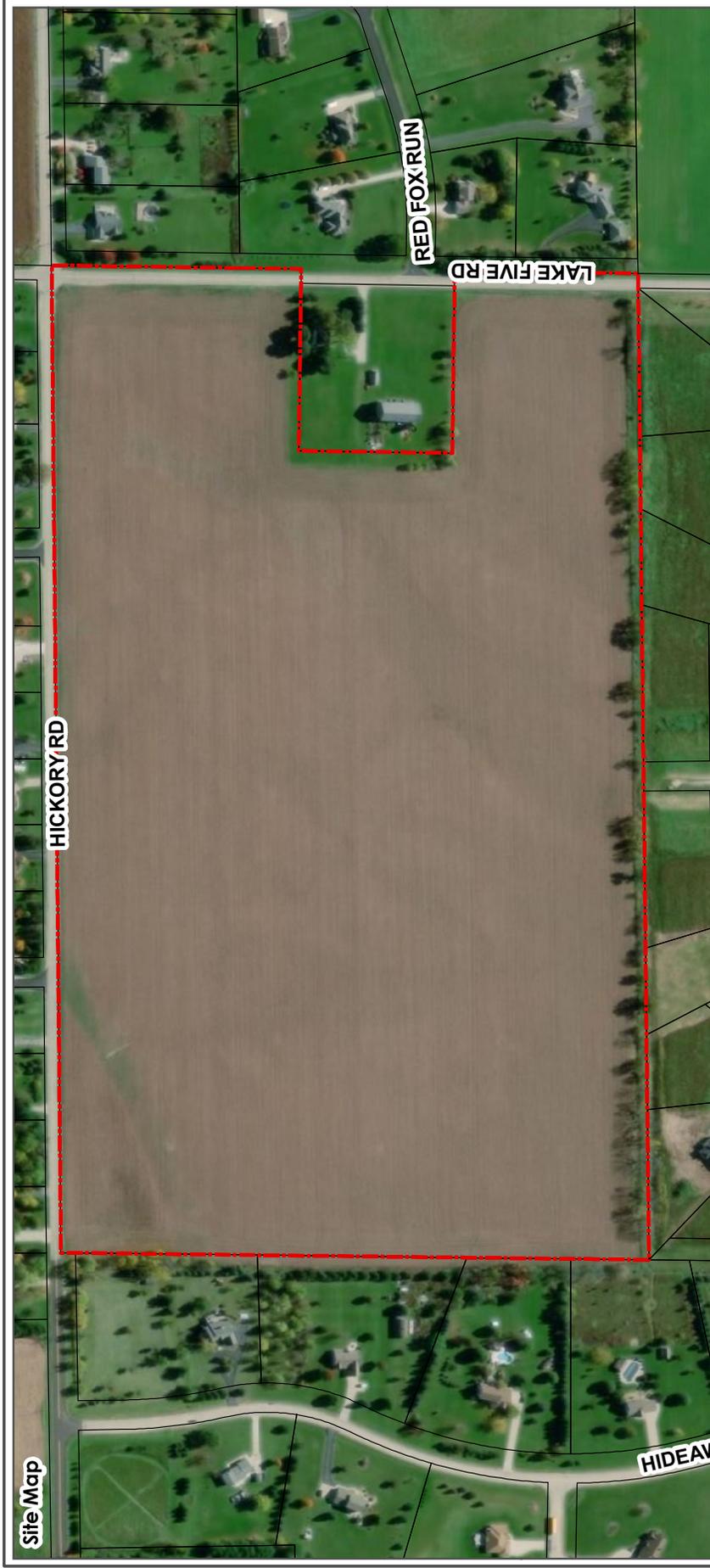
Location: At the corner of Lake Five and Hickory Roads

Generally Known As: Pauline Haass Land

Interested parties are welcome to submit a sealed offer to purchase. Sealed responses are due on or before Wednesday, September 19, 2018 at 4:00 PM. Responses will be opened on Friday, September 21, 2018 at 10:00 AM at the Lisbon Town Hall. Responses shall be directed to:

Town of Lisbon Administrator
ATTN: Pauline Haass Land Offer
W234N8676 Woodside Road
Lisbon, WI 53089



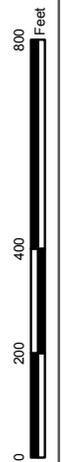


vierbicher
planners | engineers | advisors

REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO
127 W.29th St. Suite 105, Reedsburg, WI 53072
Phone: (262) 875-5000 Fax: (608) 826-0630

Data Sources: Town of Lisbon, Waukesha County, Vierbicher, ESRI

Parcel ID: LSBT 0167.999 (corner of Lake Five and Hickory Roads)
Town of Lisbon



File Path: M:\Lisbon_Town\170246 - Town Planning, Planning, & Zoning\2018_Tasks\2018_42 - Pauline Hoass\Cut Sheet



Demographic Services Center
 P.O. Box 8944
 Madison, WI 53708-8944

0009



August 10, 2018

001657
 GINA C. GRESCH
 CLERK, TOWN OF LISBON
 W234 N8676 WOODSIDE RD
 SUSSEX WI 53089-1545

Dear Municipal Clerk:

The Demographic Services Center's preliminary estimate of the January 1, 2018 population for the Town of Lisbon in Waukesha County is 10,369. This represents a change of 212 persons (2.09%) since the 2010 Census.

Wisconsin's total population is estimated at 5,816,000 which is a change of 110,516 persons and 1.94%.

Following is a summary of the data we used in estimating your population:

	2010 Census Count	2018 Preliminary Estimate
2010 U.S. Census Count	10,157	
January 1, 2018 Estimate		10,369
Motor vehicles registered	3,480	4,032
Percent of vehicles in State	0.066%	0.074%
Income tax filers	5,514	5,082
Percent of filers in State	0.151%	0.150%
Filers plus dependents	7,301	6,521
Percent of filers plus dependents in State	0.148%	0.147%
Income tax returns	3,473	3,212
Percent of income tax returns in State	0.136%	0.132%
Institutional Population	0	0

In addition, in response to our housing survey that we sent you earlier this year, your municipality reported a net change of 32 housing units for calendar year 2017. (If we did not receive a survey from you, we estimated your change in housing stock or used other sources.)

Approximately 7,877 of the estimated population for the Town of Lisbon are of voting age. This courtesy estimate helps you to comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.

AUGUST 2018 DPW MONTHLY REPORT



TOWN BOARD & ADMINISTRATOR,

- Staff put up and took down voting booths and equipment for the August primary.
 - Staff replaced a cross culvert on Hillside Road.
 - Staff shouldered Richmond Road, Glen Ridge Sub, Ainsworth Road, Mountain Shadows Sub, Beacon Hills Sub, Twin Pines Sub, and Plainview Parkway North.
 - Staff reset 6 storm sewer inlets in the Fairways Golf Course subdivision, including pouring new curb, asphaltting road around inlet, and soil restoration.
 - Staff trimmed trees that were dangerously leaning over the road with the use of Sussex's bucket truck.
 - Staff cleaned up trees after some of the storms throughout August.
 - Staff cleaned catch basins and culvert ends prior to rain events.
 - Staff work at the Town Hall installing motion sensors, cleaning light lenses, installing LED bulbs, and removing items from the walls in preparation for painting.
 - Staff continued preventative maintenance on vehicles and equipment when due and when time permitted.
- I attended the monthly WCPWA luncheon.
 - I attended our monthly department head meeting.
 - I attended 1 board meeting in August.
 - I attended the Barnwood Subdivision pre-con meeting.
 - I spent time working on my 2019 budget including a sit down meeting with Gina.
 - Gina and I sat down with Payne & Dolan to discuss the relocation of the compost site.
 - I attended the pre-con meeting for the paint and carpet work at the Town Hall.
 - I continued to work out in the field with staff on various projects such as equipment & vehicle maintenance, tree work and culvert installations, amongst other things.

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



ADMINISTRATOR REPORT

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, September 6, 2018

PAULINE HAASS LAND FOR SALE FLYER

On Wednesday, September 5, 2018, Attorney Gutenkunst and I finalized the flyer which will be sent to various developers and builders and it was posted on the Town's website and Facebook page.

COMPOST SITE TOTALS

COMPOST SITE USAGE				
2018				
MONTH	LISBON	T/MERTON	V/MERTON	TOTAL
April	467	217	105	789
May	1,060	394	196	1,650
June	1,574	532	269	2,375
July	1,365	387	209	1,961
August	1,069	307	184	1,560
September				-
October				-
November				-
TOTAL VEHICLES	5,535	1,837	963	8,335
Average Per Month				
% of Usage	166%	122%	112%	1,042
Vehicles Per Hour	22			
Vehicles Per Week	245.15			
Weeks Open	34			
Hours Per Week	11			
Total Hours	374			

AUDIT PROPOSALS

While reviewing contracts, I noticed the current Johnson Block contract was for auditing fiscal years 2015, 2016 and 2017, so we need a new amount for fiscal year 2018 to be paid in 2019. I'm unsure when the Town last did an RFP for auditor services but thought it would be a good idea to check. Since the Town Board recently approved upgrading the accounting software to Civic Systems, which is a part of Baker Tilly, I asked them to provide a quote. I also asked if there would be any discount since the Town would be using their software, so audit information research would be seamless between offices. They will get back to me on both requests. I hope to have this on the next Town Board agenda for action.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Award Contract for the Chestnut Hill Drive Storm Sewer Extension Project

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Wednesday, September 5, 2018

RECOMMENDATION: N/A

EXPLANATION:

Please note there isn't anything in the packet for this agenda item at this time. The bid opening takes place on Friday and a recommendation will be updated in the packet.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Determine Storm Water Engineer

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, September 6, 2018

RECOMMENDATION: Approve Strand as the Town's Storm Water Engineer

EXPLANATION:

Attached is a draft Contract and Task Order and from Strand Engineering for the Town's Storm Water Utility engineering purposes. Attorney Gutenkunst has not reviewed the contract yet as I just received it a couple of days ago. She will not have time to review it before the meeting on short notice, so the Town Board could approve it subject to her approval.

OWNER REVIEW

DRAFT

AGREEMENT FOR TECHNICAL SERVICES

TOWN OF LISBON, WISCONSIN
AND
STRAND ASSOCIATES, INC.®

This Agreement is made and entered into this ____ day of _____, 20____, between the Town of Lisbon, Wisconsin, hereinafter referred to as OWNER, located at W234 N8676 Woodside Road, Lisbon, Wisconsin 53089, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 18-01.

Service Elements Not Included

The following services are not included under this Agreement. If such services are required, they will be provided as noted in each subsequently issued task order.

1. Additional and Extended Services: Any services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional OWNER-required Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.
5. Drawings and Specifications: Final design services including drawings and specifications.
6. Flood Studies: Any services involved in performing flood and floodway studies.

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Date { _____ }

DRAFT

7. Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
8. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances.
9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
10. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included.
Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction is not included.
11. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
12. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: Any services of this type if a contract is not awarded pursuant to the original bids.
13. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for subconsultants travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

Town of Lisbon
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 Date { _____ }

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The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made.

	Hourly Billing Rates*
Stephanie Thomse, P.E.	\$146.43
Justin Gutoski, P.E.	\$123.75
Andrew Toay, P.E.	\$108.60
Dan Carpiaux, P.E.	\$125.40
Engineering Technicians and Draftspersons	\$ 45 to \$140
Administrative	\$ 88 Average

* Updated annually on July 1

The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER’s increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on September 10, 2018. This Agreement will terminate two years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER’s profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER’s Services.

OWNER’s Responsibilities

1. Assist ENGINEER by placing at ENGINEER’s disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.

Town of Lisbon
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Date { _____ }

DRAFT

4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
9. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

Town of Lisbon
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Date { _____ }

DRAFT

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Wisconsin Department of Natural Resources requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

OWNER REVIEW**DRAFT**

Task Order No. 18-01
Town of Lisbon, Wisconsin (OWNER)
and Strand Associates, Inc.[®] (ENGINEER)

Pursuant to the Agreement for Technical Services dated _____, 20__

Project Information

Services Name: General Engineering Services

Services Description: Perform general stormwater utility engineering services.

Scope of Services

ENGINEER will provide general stormwater utility services as requested by OWNER. Services requested by OWNER may include the following.

1. Review site development drawings for conformance with OWNER's stormwater and erosion control ordinances.
2. Assist OWNER in the preparation of the annual stormwater utility report.
3. Conduct construction contract administration for site developments.
4. Review stormwater utility credit applications.
5. Review estimated runoff units for new developments.
6. Prepare stormwater engineering alternatives for projects.
7. Assist OWNER in gathering and reviewing data from previous consultants.
8. Participate in stormwater utility meetings.
9. Participate in meetings with OWNER's staff.
10. Participate in meetings with OWNER and committees.
11. Participate in meetings with agencies.
12. Participate in meetings with residents to discuss stormwater issues.
13. Prepare annual Wisconsin Pollutant Discharge Elimination System Report for submittal to the Wisconsin Department of Natural Resources (WDNR).
14. Update the Storm Sewer System Map for submittal to the WDNR.
15. Assist OWNER in preparing Illicit Discharge Detention and Elimination requirements.

OWNER REVIEW⁰⁰²¹

Town of Lisbon
Task Order No. 18-01
Page 2
Date {_____}

DRAFT

16. Assist OWNER in compiling and maintaining the postconstruction stormwater management facilities inventory.
17. Assist OWNER with total maximum daily load-associated tasks.
18. Assist OWNER with grant reviews and administration.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee not to exceed \$40,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated on September 10, 2018. Services under this Task Order are ongoing on an as-needed basis as requested in writing by OWNER.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

TOWN OF LISBON

DRAFT

DRAFT

Matthew S. Richards
Corporate Secretary

Date

Joseph Osterman
Town Chairman

Date

MEMORANDUM

Date: August 31, 2018
To: Gina Gresch, Town Administrator
From: Mitchell Leisses, Kunkel Engineering

SENT: Via Email

Re: Lisbon Town Board Meeting | September 10, 2018

Update - Sweetbriar Lane Storm Water Improvements:

Kunkel Engineering has investigated the storm water and flooding concerns that have been brought to the Town's attention near Sweetbriar Lane. Kunkel Engineering has also completed soil borings of the soils adjacent to the areas of concern.

Soil Borings:

The soil boring logs indicate both locations have an upper stratum comprised largely of brown clay mixed with silt, extending to a depth of approximately six feet. These soils configurations do not allow positive drainage and were found to be very moist in situ. Lab testing verified moisture contents over 20 percent.

The lower stratum was comprised largely of brown silty sand mixed with gravel. This soil composition permits enhance drainage abilities. Furthermore, lab testing indicated moisture contents between five to 12 percent.

To summarize, the soil borings have indicated that the clay cover is preventing water from infiltrating the silty sand soil, which would allow storm water to permeate and ultimately return to the water table. As a result, during high volume storm events water runs overland and pools in low areas.

Drainage Options:

Attached to this memo are cost estimates and schematics relating to four options to alleviate the flooding concerns. A brief synopsis is indicated below:

1. Restore existing kettle at W278N9252 Sweetbriar Lane | \$25,7000
2. Install new kettle at W278N9322 Sweetbriar Lane | \$19,500
3. Construct a regional infiltration basin and associated storm sewer system | \$330,030
4. Construct a regional storm water pond and associated storm sewer system | \$292,410

Options 1 and 2 allow for positive drainage, on a reduced scale, by removing the clay stratum currently preventing storm water infiltration. Options 3 and 4 utilize current topography to direct storm water to low areas which would ultimately be pumped, by the Town as needed, to the infiltration basin or storm water pond. It should also be noted that development of a basin or pond will require the acquisition of land.

This concludes the memorandum.

Enclosures



107 PARALLEL STREET
BEAVER DAM, WI 53916

1115 S MAIN STREET
WEST BEND, WI 53095

920-356-9447
FAX 920-356-9454
KUNKELENGINEERING.COM

Town of Lisbon, Wisconsin
PRELIMINARY COST ESTIMATE
Sweetbriar Lane Stormwater Drainage
Option 1 - Restore Existing Kettle



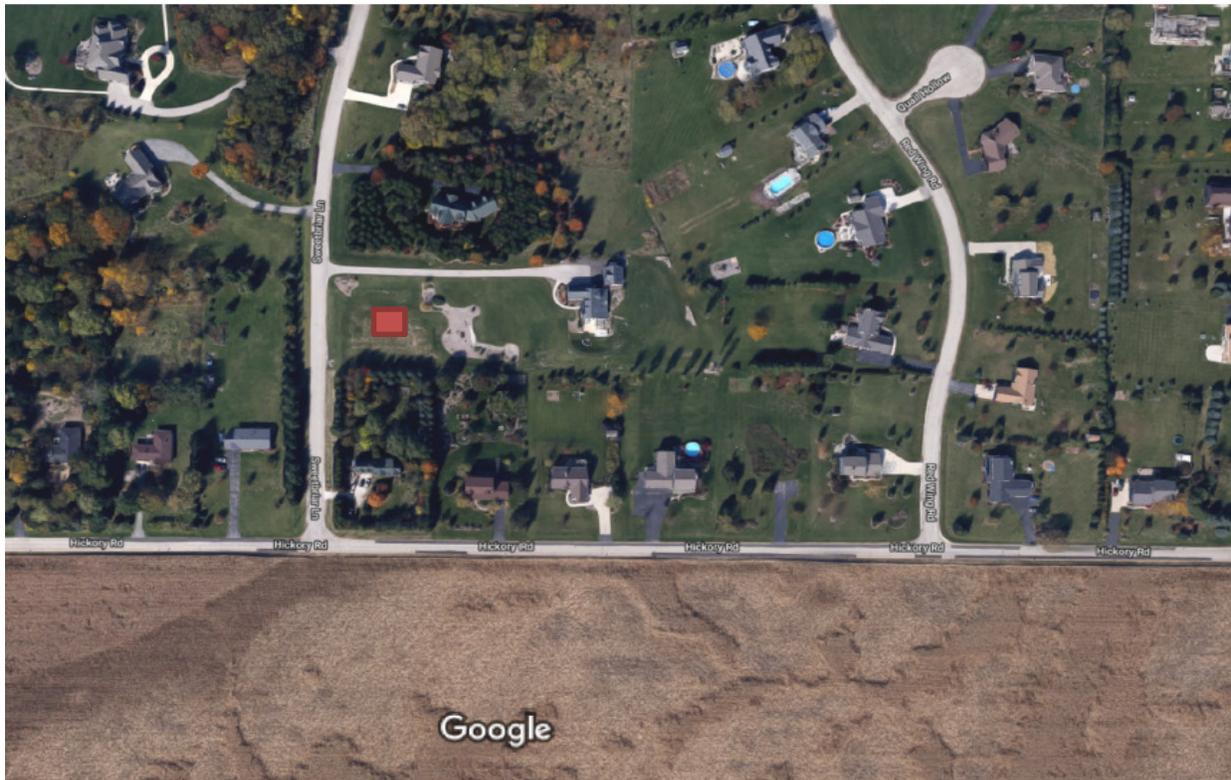
August 31, 2018

Excavate existing 30 foot square stormwater drainage kettle located at W278N9252 Sweetbriar Lane. Dispose of excavated materials and place 3/4-inch course aggregate. Depth assumed to be 20 feet. Restoration of disturbed areas.

Option 1 Estimated Quantities

Quantity	Unit	Item	Unit Cost	Item Cost
1	LS	Unclassified Excavation	\$6,500.00	\$6,500.00
1100	TN	Course Aggregate, 3/4-Inch	\$12.00	\$13,200.00
400	SY	Topsoil, Seed, and Mulch	\$10.00	\$4,000.00
1	LS	Erosion and Sediment Control	\$1,500.00	\$1,500.00
1	LS	Traffic Control and Access	\$500.00	\$500.00

Total Estimated Cost **\$25,700.00**



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100 ft

Town of Lisbon, Wisconsin
PRELIMINARY COST ESTIMATE
Sweetbriar Lane Stormwater Drainage
Option 2 - Install New Kettle



August 31, 2018

Excavate 30 foot by 20 foot stormwater drainage kettle to be located at W278N9322 Sweetbriar Lane. Dispose of excavated materials and place 3/4-inch course aggregate. Depth assumed to be 20 feet. Restoration of disturbed areas.

Option 2 Estimated Quantities

Quantity	Unit	Item	Unit Cost	Item Cost
1	LS	Unclassified Excavation	\$4,500.00	\$4,500.00
750	TN	Course Aggregate, 3/4-Inch	\$12.00	\$9,000.00
400	SY	Topsoil, Seed, and Mulch	\$10.00	\$4,000.00
1	LS	Erosion and Sediment Control	\$1,500.00	\$1,500.00
1	LS	Traffic Control and Access	\$500.00	\$500.00
Total Estimated Cost				\$19,500.00



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Town of Lisbon, Wisconsin
PRELIMINARY COST ESTIMATE
Sweetbriar Lane Stormwater Drainage
Option 3 - Regional Infiltration Basin



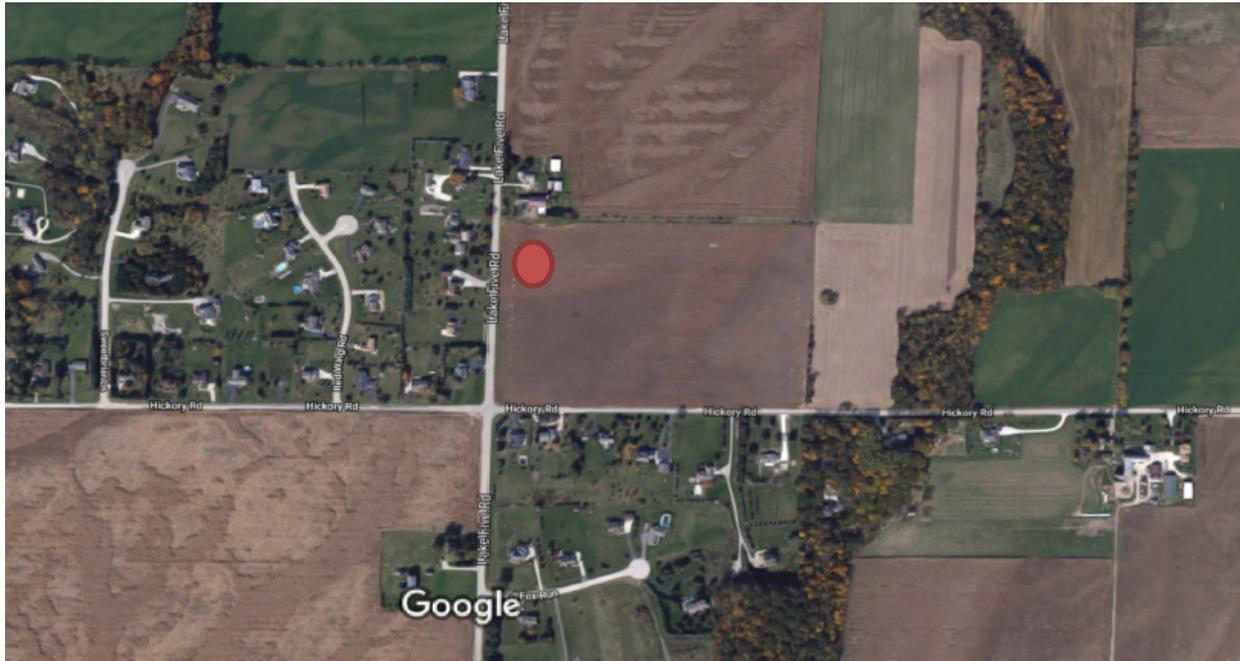
August 31, 2018

Construct a regional infiltration basin north of Hickory Road and east of Lake Five Road. Site grading to direct storm water to storm sewer system and infiltration basin. Restoration of disturbed areas.

Note: Preliminary cost estimate does not include costs for land acquisition or required permitting.

Option 3 Estimated Quantities

Quantity	Unit	Item	Unit Cost	Item Cost
1	LS	Infiltration Basin	\$225,000.00	\$225,000.00
1	LS	Site Grading	\$20,000.00	\$20,000.00
1	LS	Storm Sewer System	\$15,000.00	\$15,000.00
3	AC	Topsoil, Seed, and Mulch	\$7,000.00	\$21,000.00
1	LS	Erosion and Sediment Control	\$6,000.00	\$6,000.00
1	LS	Traffic Control and Access	\$2,500.00	\$2,500.00
Total Estimated Construction Cost				\$289,500.00
Engineering and Contingencies				\$40,530.00
Total Estimated Cost				\$330,030.00



Imagery ©2018 Google, Map data ©2018 Google 200 ft

Town of Lisbon, Wisconsin
PRELIMINARY COST ESTIMATE
Sweetbriar Lane Stormwater Drainage
Option 4 - Regional Storm Water Pond
 August 31, 2018



Construct a regional storm water pond south of Hickory Road and opposite Sweetbriar Lane. Installation of storm sewer system to facilitate emergency pumping to pond. Restoration of disturbed areas.

Note: Preliminary cost estimate does not include costs for land acquisition or required permitting.

Option 4 Estimated Quantities

Quantity	Unit	Item	Unit Cost	Item Cost
1	LS	Storm Water Pond	\$200,000.00	\$200,000.00
1	LS	Site Grading	\$15,000.00	\$15,000.00
1	LS	Storm Sewer System	\$20,000.00	\$20,000.00
2	AC	Topsoil, Seed, and Mulch	\$7,000.00	\$14,000.00
1	LS	Erosion and Sediment Control	\$5,000.00	\$5,000.00
1	LS	Traffic Control and Access	\$2,500.00	\$2,500.00
Total Estimated Construction Cost				\$256,500.00
Engineering and Contingencies				\$35,910.00
Total Estimated Cost				\$292,410.00





SOIL BORING LOG: B-1

Project: Lisbon Soil Borings

Project No.: 00921096

Location: Lisbon, Wisconsin

Drill Date: July 23, 2018

DEPTH/EL. (feet)	VISUAL SOIL CLASSIFICATION GROUND SURFACE ELEVATION: 100.0	SAMPLE NO.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	REMARKS
1 99.0	10" Dark brown CLAY with silt, trace sand and gravel (TOPSOIL FILL) moist	1-SS	8			27	
2 98.0	Brown CLAY with silt and gravel, trace sand (FILL) moist						
3 97.0							
4 96.0		2-SS	48			22	
5 95.0	Brown silty SAND with clay, gravel, and cobbles, very moist						
6 94.0							
7 93.0		3-SS	18			8	
8 92.0	Brown silty SAND with gravel, trace cobbles, moist						
9 91.0							
10 90.0		4-SS	40			3	
11 89.0							
12 88.0							
13 87.0							
14 86.0	Light brown to tan silty SAND with gravel and cobbles, damp						
15 85.0		5-SS	44			4	
16 84.0							
17 83.0							
18 82.0							
19 81.0							
20 80.0	Tan silty SAND with gravel and cobbles, damp	6-SS				3	
	END OF BORING @ 20 FEET						

FIELD OBSERVATIONS:

Water Level during drilling: N/A

Water Level upon completion: N/A

Caved at upon completion: 16± feet below ground surface (EL. 85±)

Delay Time: N/A

Water Level delayed: N/A

Caved at delayed: N/A



ADDITIONAL COMMENTS:

Note: Lines of stratification represent an approximate boundary between soil types. Variations may occur between sampling intervals and/or boring locations. Transitions may also be gradual.



SOIL BORING LOG: B-2

Project: Lisbon Soil Borings

Project No.: 00921096

Location: Lisbon, Wisconsin

Drill Date: July 23, 2018

DEPTH/EL. (feet)	VISUAL SOIL CLASSIFICATION GROUND SURFACE ELEVATION: 100.0	SAMPLE NO.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	REMARKS
1 99.0	12" Dark brown CLAY with silt, trace sand and gravel, moist	1-SS	16	3.5		28	
2 98.0	Brown to light brown CLAY with silt, moist						
3 97.0							
4 96.0		2-SS	11			26	
5 95.0	Brown silty SAND with clay and gravel, moist						
6 94.0							
7 93.0	3-SS	10				12	
8 92.0	Light brown to tan silty SAND with gravel, moist						
9 91.0							
10 90.0		4-SS	8			5	
11 89.0	Light brown to tan silty SAND with gravel, trace cobbles, very moist						
12 88.0							
13 87.0							
14 86.0	5-SS	23				6	
15 85.0							
16 84.0							
17 83.0							
18 82.0							
19 81.0							
20 80.0		6-SS	37			5	
END OF BORING @ 20 FEET							

FIELD OBSERVATIONS:

Water Level _{during drilling}: N/A



Water Level _{upon completion}: N/A



Caved at _{upon completion}: 15± feet below ground surface (EL. 85±)



Delay Time: N/A

Water Level _{delayed}: N/A



Caved at _{delayed}: N/A

ADDITIONAL COMMENTS:

Note: Lines of stratification represent an approximate boundary between soil types. Variations may occur between sampling intervals and/or boring locations. Transitions may also be gradual.



Google Earth

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 Geotechnical Services
 608 N. Stanton St.
 Ripon, WI 54971
 (920) 745-2200 Phone
 (920) 745-2222 Fax

APPROXIMATE BORING
 LOCATIONS PLAN

Lisbon Soil Borings
 Sweetbriar Lane
 Lisbon, Wisconsin

Scale: 1"=100'
 Date: 7/26/2018
 Project Number:
 00921096

MEMORANDUM

TO: Gina Gresch
FROM: James W. Hammes
DATE: July 30, 2018
RE: Conditional Use Permits

I am attaching an Ordinance that repeals and recreates Chapter 11, Section 4 of the Town Zoning Code.

The purpose of this amendment is to bring the Town Zoning Code, as it relates to issuing of Conditional Use Permits, into compliance with the requirements of 2017 Wisconsin Act 67. In doing so, you will note that I have renumbered various sections and added provisions specifically required by Act 67.

Before Act 67 was adopted, Conditional Use Permit regulations allowed municipalities flexibility and discretion when determining whether to issue or deny a requested Conditional Use Permit. Many times, decisions to deny Conditional Use Permits were based on objections from the residents of the municipality, as well as some very vague and generalized conditions. For example, a municipality might use a conditional use process to authorize a restaurant or tavern in a neighborhood business district, but first require the applicant to demonstrate that the proposed operation would not lead to noise, traffic or other conflicts with neighboring properties.

Act 67 changes both the practice and procedure relating to issuing Conditional Use Permits in several respects:

First, the Act requires that standards governing conditional uses be “reasonable and, to the extent practical, measurable...”. You will find this provision in Sec. 4(g).

Second, the Act prohibits a municipality from basing a Conditional Use Permit decision on “personal preferences or speculation.” Rather, the Act now establishes a “substantial evidence” standard. The term substantial evidence means “facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a Conditional Use Permit and that a reasonable person would accept in support of a conclusion.”

Third, the Act requires that an applicant meet or agree to meet all requirements and conditions specified in the Ordinance, or required by the Town, and that the applicant do so based upon the same substantial evidence standard which applies to conditions required of the Town.

I have redrafted the Ordinance relating to Conditional Use Permit issuance as so as to comply with these standards, and made several changes including the following:

Gina Gresch
July 30, 2018
Page 2

First, I have modified the Ordinance to provide that the Plan Commission recommends the granting of Conditional Use Permits, but the Town Board either approves or denies issuance of the Conditional Use Permit.

Second, I have eliminated the restrictions in the current Ordinance that required the Plan Commission to take action on a Conditional Use Permit application within thirty (30) days following the public hearing. This type of time constraint is arbitrary and can have the effect of limiting the Town's ability to consider whether to grant a Conditional Use Permit.

Third, I have included specific provisions in the Ordinance relating to Site Plans and Plans of Operation that need to be submitted with a Conditional Use Permit application. You will find these requirements in subsection (d) 2. and 3. Although the conditional use changes require the Town to grant a Conditional Use Permit if all of the conditions of the Ordinance and those established by the Board are met, reasonable limitations on the use of property as set forth in the Site Plan or Plan of Operation does allow the Town an additional mechanism by which to control conditional uses.

I want to point out that there is still a great deal of uncertainty as to the application of Act 67. Some municipal attorneys have taken the position that the decision to grant, amend or revoke a Conditional Use Permit must now be conducted as a "quasi-judicial" proceeding. Under that view of Act 67, the only evidence that can be considered when granting, amending or revoking a Conditional Use Permit is the evidence presented at the Public Hearing.

However, I do not accept that interpretation or view of Act 67. While the Act clearly establishes standards by which Conditional Use Permits are to be reviewed when determining whether to issue a Conditional Use Permit, it is my opinion that the facts or information relied upon by the Town is not limited to the facts or information presented at the Public Hearing.

Finally, I think it's important that, as we move forward, all Conditional Use Permits be reduced to writing and recorded so that there is no question as to what conditions have been required by the Town when issuing a Conditional Use Permit. If this practice is consistent with the requirement in the Act relating to the applicant being obligated to establish that the applicant has or agrees to comply with all of the conditions required by the Town.



STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

Ord. __ -18

**AN ORDINANCE REPEALING AND RECREATING CHAPTER 11, SECTION 4 OF
THE ZONING CODE OF THE TOWN OF LISBON RELATING TO ISSUANCE OF
CONDITIONAL USE PERMITS**

The Town Board of the Town of Lisbon, Waukesha County, Wisconsin, does ordain as follows:

SECTION 1: Chapter 11, Section 4 is repealed and recreated to read as follows:

SECTION 4 CONDITIONAL USES

(a) **Approval Required**

Certain uses and situations which are of a special nature, or are so dependent upon actual contemporary circumstances as to make impractical the predetermination of permissibility or the detailing in this ordinance of the specific standards, regulations, or conditions which would permit such determination in each individual conditional use type, subject to the requirements hereinafter specified for each conditional use type, the approval of the Town Board, unless otherwise designated herein, and subject to any conditions as deemed appropriate in the approval process.

(b) **Definitions** in this subsection:

1. **Conditional Use** means a use allowed under a Conditional Use Permit, special exception, or other special zoning permission issued by a Town, but does not include a variance.
2. **Substantial Evidence** means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a Conditional Use Permit and that a reasonable person would accept in support of a conclusion.

(c) **Application**

Application for Conditional Use Permits may be made by an individual property owner or group of owners or by a municipality, lake management district, sanitary district, or similar agency on behalf of a larger property area where said proposal may benefit a larger group or entire community. Application shall be made to the Town Clerk and shall include:

1. A plat of survey (preferably a topographic survey), or an accurate map of the property drawn to a scale of not less than two hundred (200) feet to one (1) inch, and properly dimensioned showing: all lands within 500' of the subject property; the land in question; its legal description and location; location and use of existing buildings, sanitary systems, and private water supplies on such land; the ordinary high water mark of any navigable waters within one hundred (100) feet of the boundaries of the land in question; the location and use of any proposed buildings;

sanitary systems and private water supplies on such land and within one hundred (100) feet of the land in question. Contact the Town Hall as to the number of copies required.

2. Names and complete mailing addresses, including zip codes, of the owners of all properties within five hundred (500) feet of any part of the land included in the proposed change. When the project is to include a larger area and number of property owners and the applicant is the municipality or other governmental agency representing a large number of properties, the necessity of including names and addresses for the owners of land within five hundred (500) feet of the project area is not required although there must be a listing of all properties directly included by the project. Notice of hearing will only be required to be sent to the community, DNR, and other agencies of government as set forth elsewhere in this ordinance, and the notice shall be published in the newspaper as a class 3 type notice.
3. Site Plans and Plan of Operation as required by Sub. Sec. (d) of this Ordinance.
4. A fee, as established and periodically modified by the Town under Section 37 (b) 5 shall accompany each application, except those submitted by a governmental body or agency. Such fee shall be paid by cash, check, or money order to the Town of Lisbon to defray the cost of official notification and positing of the public hearing. Costs incurred by the Town of Lisbon in obtaining legal, planning, engineering, and/or other technical and professional advice in connection with the review of conditional use applications and preparation of conditions to be imposed on such uses, shall also be charged to the applicant.
5. Where necessary, to comply with the Waukesha County Shoreland and Floodland Protection Ordinance, and certain regulations established by the Wisconsin Statutes and the federal government, applications will be required to be submitted to the Waukesha County Planning and Zoning Division, the state Department of Natural Resources, and the U.S. Army Corps of Engineers.

(d) **Site Plan and Plan of Operation**

1. **Purpose, Scope and Intent.** For the purpose of promoting compatible development, stability of property values, and to prevent impairment or depreciation of property values, issuance of a conditional use shall require the submittal, review and approval of a Site Plan and Plan of Operation.

The Town Plan Commission shall review and recommend to the Town Board, and the Town Board shall approve, conditional approve or reject the Site Plan and Plan of Operation as a part of the review process undertaken when reviewing the application for issuance of a Conditional Use Permit. The Town shall review the site, existing and proposed structures, detail architectural plans, neighboring uses, utilization of landscaping and open space, parking areas, driveway locations, loading and unloading in the case of commercial and industrial uses, highway access, traffic generation and circulation, drainage, sewerage and water systems and the proposed operation.

The Town Plan Commission may recommend changes to any proposed Site Plan and Plan of Operation, and the Town Board may approve amendments to the

submitted Site Plan and Plan of Operation provided that the Town Board determines that amendments to the Site Plan and Plan of Operation are necessary to conform with the purpose and intent of this Ordinance promoting health, safety and general welfare of the citizens by preserving and enhancing the Town's natural environment, facilitating the creation of an attractive and harmonious community, protecting and enhancing property values, and encouraging the appropriate use and orderly development of land.

2. **Site Plan**. The Site Plan shall include the following information:
 - A. Site Plan drawn to a recognized engineering scale not to exceed 1" = 60 feet.
 - B. Name of project noted.
 - C. Applicants name and address.
 - D. Total number of parking spaces and layout, including driveways and access to adjacent public roads or rights of way.
 - E. The type, size, and location of all structures with all building dimensions and distances from property lines shown.
 - F. Other information as requested by the Town.
3. **Plan of Operation**. The proposed Plan of Operation relating to any conditional use shall include the following information:
 - A. The proposed use of the land and/or structures.
 - B. Activities to occur both inside and outside all principal and accessory structures.
 - C. The frequency and duration of all activities.
 - D. The number of employees of any commercial or industrial enterprise.
 - E. The estimated number of occupants of a residential use.
 - F. The number, size and type of all vehicles associated with the use.
 - G. Plans for compliance with the performance standards set forth in this Ordinance.
 - H. The season, days and hours of operation.
 - I. The expected starting and completion dates of construction.
 - J. The proposed phasing of the project, if appropriate.
 - K. Other information as requested by the Town.

(e) **Plan Commission Review**

The Town Plan Commission shall hold a public hearing, and shall publish notice of said hearing once each week for two (2) consecutive weeks in a newspaper of general circulation in the area of the proposed conditional use. The notice of the public hearing shall contain the purpose, time and place of the meeting. Notice of the public hearing shall be given by regular mail to the owners of all lands within five hundred (500) feet of

any part of the land included in such conditional use at least seven (7) days before such public hearing.

The Town Plan Commission shall review the site, existing and proposed structures, architectural plans, neighboring uses, parking areas, driveway locations, highway access, traffic generation and circulation, drainage, sewerage and water systems, and the proposed plan of operation. Conditions such as landscaping, architectural design, dates, sureties, lighting, fencing, planting screens, operational control, hours of operation, improved traffic circulation, deed restrictions, highway access restrictions, increased yards, or parking requirements may be recommended by the Town Plan Commission; provided however, that any condition recommended by the Plan Commission must be related to the purpose of the Ordinance and be based upon substantial evidence.

(f) **Final Determination and basis for Approval or Denial**

The Town Board may, after receiving the recommendation of the Plan Commission, approve issuance of a Conditional Use Permit for conditional uses if any applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in this Ordinance, and any additional provisions required by the Town Board, provided however, that any condition required by the Town Board must be related to the purpose of the Ordinance and based on substantial evidence.

The decision of the Town Board to approve or deny a Conditional Use Permit must be supported by substantial evidence, and the Town shall notify the applicant, in writing, of any decision to approve or deny issuance of the Conditional Use Permit.

(g) **Issuance of Conditional Use Permit**

Upon approval of a Conditional Use Permit, the Town shall issue a Conditional Use Permit in recordable form. Any requirement or condition required for issuance of the Conditional Use Permit must be reasonable, and to the extent practical, measurable and may include conditions such as the permits duration, transfer or removal. The Conditional Use Permit shall not be issued unless or until the applicant demonstrates that the applications and all requirements and conditions established by the Town Board relating to the Conditional Use Permit are or will be satisfied, both of which must be supported by substantial evidence.

(h) **Compliance**

Conditional Use Permit, once issued, shall remain in effect as long as the conditions upon which the permit were issued are followed. Issuance of any Conditional Use Permit shall be contingent upon compliance with all other provisions of this Ordinance, such as lot width and area, yards, height, parking, loading, traffic, signage, and highway access requirements.

(i) **Existing Permits**

All uses existing at the effective date of this Ordinance which would be classified as a conditional use in the district concerned if they were to be established after the effective date of this Ordinance, are hereby declared to be conforming conditional uses to the extent of their existing operation. Any proposed change in the existing operation shall

be subject to the conditional use procedures as if such use were being established anew.

(j) **Amendments**

Changes subsequent to the initial issuance of a Conditional Use Permit which would result in a need to change the initial conditions shall require an amendment to the Conditional Use Permit. Enlargement of a conditional use shall be considered an amendment. The procedure and standard governing issuance of a Conditional Use Permit shall be followed when considered any amendment to an existing Conditional Use Permit.

(k) **Termination or Expiration of Conditional Use Status**

Any Conditional Use Permit shall terminate upon occurrence of any of the following events:

1. The conditional use authorized by the Conditional Use Permit did not commence within twelve (12) months after issuance of the Conditional Use Permit.
2. The conditional use authorized by the Conditional Use Permit has been discontinued for a period of twelve (12) consecutive months.
3. The term of any Conditional Use Permit shall have expired.

(l) **Revocation of Conditional Use Permit**

Should a permit applicant, his heirs or assigns, fail to comply with the conditions of the permit issued by the Town or should the use, or characteristics of the use be changed without prior approval by the Town, the Conditional Use Permit may be revoked. The procedure for revocation of a Conditional Use Permit shall follow the same procedure required when granting a Conditional Use Permit. The holder of the Conditional User Permit shall be provided notice of any reason or reasons that will be considered by the Town as a basis for revoking the Conditional Use Permit, a Public Hearing shall be conducted by the Plan Commission, and the holder of the Conditional Use Permit shall have an opportunity to appear before the Town Plan Commission and present evidence and testimony opposing any recommendation to revoke the Conditional Use Permit. The Town Board shall review any recommendation of the Plan Commission to revoke the Conditional Use Permit, and the Town Board may, after reviewing that recommendation, revoke the Conditional Use Permit provided that there exists substantial evidence to support the revocation of the Permit. Any decision of the Town Board to revoke the Conditional Use Permit shall be reduced to writing and provided to the holder of the Conditional Use Permit.

SECTION 7: All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 8: 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 _____ day of _____, 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: _____
Dan Green, WCMC
Town Clerk





REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: ABC

PREPARED BY: Amy Buchman, Treasurer

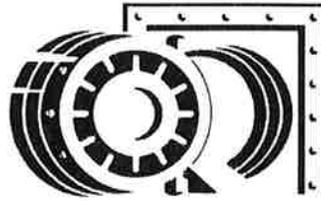
REPORT DATE: Thursday, September 6, 2018

RECOMMENDATION: **Approve Remote Deposit Agreement & Device Purchase with Waukesha State Bank.**

EXPLANATION:

Waukesha State Bank (WSB) offers a remote deposit device that allows us to scan and deposit checks remotely from our desks, without having to make a trip to the bank. This would be very helpful during property tax collection since we have to make daily trips to the bank to deposit checks. The cost for the scanner is a one-time \$500 fee which includes maintenance. It is then \$50 per month for the first account that is used for deposits and an additional \$10 per month for any additional accounts. If we were to use this year-round, we would need 2 accounts (our Tax Savings account for tax deposits and our AP Checking account for non-tax deposits). This would end up being \$60/month or \$720/year. However, since we would really only need this feature during tax collection (December through February), WSB was willing to work with us and allow us to have a contract that would enable us to use the scanner only for those three months of tax collection. If this option is approved, we would only need one account (the Tax Savings account) which would be a total \$150 per tax collection. Not only would this be more convenient and save time without having to make the daily trip to the bank; it would also be a safer option than transporting the physical checks to the bank. We would greatly appreciate if the Board would approve the Remote Deposit Agreement and Device Purchase with Waukesha State Bank. Thank you.

Waukesha State Bank



Member FDIC

Tax Id Number 39-6005982 Client 404783 Account Number 10434909

Town Of Lisbon
W234N8676 Woodside Rd
Lisbon WI 53089-1545

Processor

Executive

Contact: Amy Buchman
Phone Number: 262-246-6100 ext 1002
Email: abuchman@townoflisbonwi.com
Fax Number:

Contact: Gina Gresch
Phone: 262-246-6100 ext 0
Email: ggresch@townoflisbonwi.com

Please make corrections below.

Tax Id Number _____ Account Number _____

Company Name _____

Department _____

Address _____

City _____ State _____ Zip Code _____

Executive Contact _____

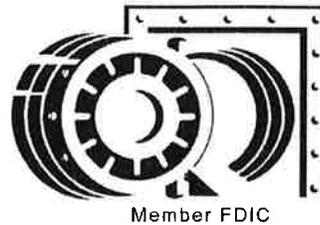
Phone number _____ Email _____

Processor Contact _____

Phone number _____ Email _____

Fax number _____

Waukesha State Bank



Remote Deposit Agreement

This Remote Deposit Agreement ("Agreement") is made and entered into August 29, 2018 between Waukesha State Bank ("WSB"), and Town Of Lisbon ("Customer"). In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, WSB and Customer agree as follows:

1. **Background.** WSB offers the Remote Deposit Program ("Program") for the electronic clearing of checks, which enables the Customer to convert checks to electronic items and to transmit those items electronically for deposit into Customer's Account(s) at WSB. Customer desires to use the Program to electronically transmit and process checks for deposit and collection purposes.
2. **Definitions.** Capitalized terms used in this Agreement shall have the meanings indicated in Exhibit A, or as otherwise defined in this Agreement, or any Exhibit.
3. **Services.** WSB shall provide to Customer the Services described in this Agreement to enable Customer to use the Program to convert Checks to Electronic Items for the processing of such Checks electronically. Customer and WSB shall comply with the terms and conditions of this Agreement, including but not limited to Exhibit B, and all applicable laws, rules or regulations, with respect to WSB's performance of the Services or Customer's use of the Program.
4. **License.** Subject to the terms and conditions of this Agreement, WSB hereby grants Customer a non-exclusive, non-transferable license to:
 - (i) use the Software for those portions of the Program selected by Customer, solely for processing Checks in connection with Customer's own business operations, solely for use with WSB, solely in accordance with the Documentation and solely on Authorized Equipment;
 - (ii) copy and use the Documentation solely to support Customer's authorized use of the Software; and
 - (iii) copy any Software actually delivered to Customer solely for archival or backup purposes. Customer agrees to abide by the provisions of Exhibit C with respect to the Software and Documentation.
5. **Customer Obligations.** Customer represents and warrants that with respect to each Check processed by Customer hereunder and the corresponding Electronic Item:
 - (i) The Electronic Item is a true digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check at the time Customer converted the Check to an Electronic Item;
 - (ii) The Electronic Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; and
 - (iii) The Electronic Item contains all transfer and presentment warranties made under applicable law and the Account Agreement. If Customer captures a digital image of a previously truncated and reconverted Substitute Check for processing, Customer shall ensure that such Substitute Check meets the requirements for legal equivalency under Regulation CC and the identifications of previous

truncating and reconvert bank(s), as such terms are defined in Regulation CC, are preserved.

6. Fees. Customer will pay WSB the license and service fees as set forth in WSB's schedule of fees attached as Exhibit D. WSB reserves the right to change fees from time to time upon 30 days prior written notice. Customer shall be responsible for and pay all sales and other taxes applicable to this Agreement and imposed by any governmental authority, including without limitation any sales, use, and other taxes associated with the Program or Authorized Equipment, except income taxes of WSB, including all applicable excise, property, value-added, sales or use, or similar taxes, any withholding taxes, national pension or other welfare taxes, customs, import, export, or other duties, levies, tariffs, taxes, or other similar charges. WSB may charge to the Account all fees and taxes imposed on WSB that are the responsibility of Customer.

7. Term and Termination.

7.1. The term of this Agreement shall commence upon execution hereof and shall continue thereafter until terminated as follows:

- (i) by either party upon 30 days written notice to the other party, for any reason;
- (ii) by WSB upon 10 days written notice to Customer for Customer's failure to (a) pay WSB any amount due to WSB under this Agreement, or (b) install and use any changes or updates to the Software as required herein, if such breach is not cured within such 10 day period; or
- (iii) by WSB immediately upon written notice to Customer if WSB determines there has been gross negligence or willful misconduct including but not limited to bad checks, or fraudulent activities on the part of Customer, Customer's employees, or any other party with respect to Checks or Electronic Items processed by Customer.

7.2. Any termination will not affect obligations arising prior to termination, such as the obligation to process any Checks and Electronic Items, including returned Electronic Items that were in the process of being transmitted or collected prior to the termination date. Within 30 days after termination of this Agreement, Customer will, as directed by WSB, return or destroy all copies of the Software and Documentation in its possession or under its control, and will, upon request, certify in writing that it has returned or destroyed all such copies. In addition, Customer will keep its Account at WSB open until the later of

- (i) 60 days after the date of termination, or
- (ii) final payment with respect to all processing fees, and will keep in such Account an amount sufficient to cover any remaining outstanding checks. If any such outstanding checks or returned items exceed the amount in the Account, Customer will pay such excess to WSB upon demand. Customer will also continue to retain Checks and forward Checks to WSB as provided in Exhibit B of this Agreement.

7.3. Customer will return all Authorized Equipment to WSB upon termination.

7.4. All Sections of this Agreement which are intended by their terms to survive termination of this Agreement, including without limitation Sections 5, 7, 8, 9, 10,11, 13, 14, 16, 18 and 21, will survive any termination of this Agreement.

8. Confidential Information. WSB acknowledges that it may obtain or have access to non-public personal information regarding Customer or its customers, and agrees to

- (i) maintain the confidentiality, integrity and security of such information,

- (ii) use such information only for the purposes set forth in this Agreement and the Account Agreement, including without limitation for the performance of its obligations and exercise of its rights hereunder,
- (iii) disclose such information only to its employees, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted or required by law, and
- (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of WSB's business) to ensure the security, integrity and confidentiality of such information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, such information.

9. Customer Indemnity. Customer will indemnify and hold harmless WSB, its licensors and providers of the Services, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses resulting from:

- (i) the wrongful acts or omissions of Customer, or any person acting on Customer's behalf, arising in connection with Customer's use of the Program or processing of Checks hereunder;
- (ii) any breach by Customer of any provision, representation or warranty of this Agreement or the Exhibits,
- (iii) the negligence, whether by act or omission, of Customer, its employees, agents, customers, or any other third party acting by, through or on behalf of Customer;
- (iv) the willful misconduct, of Customer, its employees, agents, customers, or any other third party acting by, through or on behalf of Customer;
- (v) any modifications or changes to the Software made by Customer or any third party within the control or on behalf of Customer or any misuse of the Program by Customer or any third party within the control or on behalf of Customer;
- (vi) the failure by Customer to comply with applicable state or federal law or regulations;
- (vii) an act or omission of WSB that is in accordance with this Agreement or instructions from Customer;
- (viii) actions by third parties by or through Customer, including but not limited to unauthorized access to the Program or Software or unauthorized use of the Services;
- (ix) the introduction of a computer or programming virus, or other or similar device or artifice, from Customer, or through any Authorized Equipment under the control of Customer, that may delay, alter or corrupt the transmission of an Electronic Item to WSB, or adversely impact WSB's ability to provide the Program or Services, to Customer or others;
- (x) any claim by any recipient of a Substitute Check corresponding to a Check processed by Customer hereunder, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check; or
- (xi) the failure of WSB to receive its earned fees pursuant to Section 6 above.

10. WSB's Liability.

10.1. WSB will not be liable for any of the following:

- (i) any damages, costs or other consequences caused by or related to WSB's actions that are based on information or instructions that Customer provides to WSB;
- (ii) any unauthorized actions initiated or caused by Customer, its employees, agents, or any other third party by or through Customer, regardless of whether the access of such third party was authorized;
- (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom WSB has contracted with or otherwise delegated the performance of specific obligations provided in this Agreement;
- (iv) the failure of any software or equipment, not provided or approved by WSB, used in conjunction with or in support of the Software and Authorized Equipment;
- (v) any refusal of a Payor Financial Institution to pay an Electronic Item or Substitute Check for any reason, including without limitation that the Check, Electronic Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature;
- (vi) Customer, or any other party's lack of access to the Internet or inability to transmit or receive data;
- (vii) failures or errors on the part of Internet service providers, telecommunications providers or Customer or any other party's own internal systems, or
- (viii) any of the matters described in Section 9 above.

10.2. WSB's sole liability for errors or omissions with respect to the data transmitted or printed by WSB will be limited to reprinting and/or representing Substitute Checks or Electronic Items to the Payor Financial Institution.

10.3. Notwithstanding anything to the contrary in this Agreement, except the foregoing limitation in Section 10.2, WSB's aggregate liability to customer for claims relating to this Agreement, whether for breach, negligence, infringement, in tort or otherwise, shall be limited to an amount equal to the total fees paid by customer to WSB for the twelve month period preceding the date of the incident giving rise to the claim.

10.4. In no event will either party be liable for any consequential, indirect, incidental, special or punitive damages, or any lost profits or loss of any opportunity or good will, even if such party has been advised of the possibility of such damages.

10.5. Waiver of Claims. Any claim which Customer may have against WSB for default in performance of its obligations under this Agreement, or otherwise related to this Agreement, shall be deemed waived unless i) such claim is asserted and identified by written notice to WSB within 30 days of the alleged default or incident giving rise to the claims; and, ii) unless arbitration pursuant to Section 14 below is commenced not more than 6 months following the date of Customer's written notice.

10.6. WSB and Customer acknowledge and agree that the limitations of liability in this section are a bargained for allocation of risk and liability, and agree to respect such allocation of risk and liability. Each party acknowledges and agrees that the other party would not enter into this agreement without the limitations of liability set forth in this section.

11. Disclaimer. WSB's representations, warranties, obligations and liabilities, and Customer's rights and remedies, set forth in this agreement are exclusive. The software is provided by WSB and its

licensors "as is". WSB, its Customer and Licensors hereby waive and release WSB and its Licensors and their respective owners, officers, and employees from all other representations, warranties of any nature, obligations, and liabilities, whether express or implied, arising by law or otherwise, with respect to the software, documentation, authorized equipment and any and all matters arising under or in connection with this agreement, including without limitation:

- (i) any implied warranty of merchantability, fitness for a particular use, purpose or application, or other implied contractual warranty;
- (ii) any implied warranty arising from course of performance, course of dealing, or usage of trade;
- (iii) any warranties of timeliness or non-infringement; and
- (iv) any other warranty with respect to quality, accuracy or freedom from error. Without limiting the generality of the foregoing, neither WSB nor its Licensors warrant that operation of the software or the authorized equipment will be error-free or uninterrupted.

12. Amendments. WSB may (i) amend the provisions of this Agreement that govern the procedures and functions of the Program, and any such amendment will become effective (a) 30 days after Customer's receipt of notification, (b) upon such later date as may be specified in such notification, or (c) at such earlier date as WSB may reasonably require if such amendment is necessary or advisable in connection with statutory or regulatory changes or to protect the integrity, security or operability of the Program; and (ii) amend this Agreement as otherwise provided herein. No other amendment to this Agreement shall be effective until signed by both parties to this Agreement. This Agreement shall be deemed automatically amended, to conform to changes in any governing law, rule or regulation.

13. Applicable Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the state of Wisconsin, excluding its conflict of law principals. Subject to the requirement of arbitration below, the parties shall submit to venue in and jurisdiction of the Circuit Court for Waukesha County, or the U.S. District Court for the Eastern District of Wisconsin as may be appropriate.

14. Arbitration. Any dispute, controversy or claim arising out of or based upon the terms of this Agreement or the transactions contemplated hereby shall be resolved by binding arbitration pursuant to Chapter 788 of the Wisconsin Statutes; provided, however, that any failure by Customer to pay WSB's fees, and dispute, controversy or claim relating to intellectual property rights with respect to the Software or Documentation shall not be subject to resolution by arbitration. Any arbitration conducted hereunder shall be venued in Waukesha County, Wisconsin, shall be conducted by one arbitrator appointed by Resolute Systems, Inc. according to its rules then in effect, failing which the arbitrator shall be appointed by the Chief Judge for the Waukesha County Circuit Court. Each party shall bear one half of the arbitrator's fees.

15. Assignment. Except for WSB's licensors and subcontractors, neither party may assign its rights nor delegate its duties under this Agreement without the other party's prior written consent, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, WSB may assign this Agreement to an affiliate or subsidiary without Customer's prior consent, provided that WSB remains primarily liable for the performance of its obligations under this Agreement. Any attempted assignment or delegation without the required consent will be void.

16. Compliance with Laws. Each party will comply with all applicable federal, state and local laws and regulations with respect to this Agreement and such party's activities covered by or related to this Agreement.

17. Construction and Interpretation. Section headings used herein are for the convenience of reference only, and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be deemed to have been drafted by both parties, and in the event of dispute, no party shall be entitled to claim that any provision hereof should be construed against the other party by reason of the fact that it was drafted by any particular party. The failure of either party to enforce any rights granted under this

Agreement or to take action against the other party in the event of any breach shall not be considered a waiver of that right or breach unless the waiver has been reduced to writing and signed by the waiving party. If a party effectively waives a right or breach, that waiver will not constitute a waiver of any other right or breach or of a subsequent breach of the same obligation. If any provision of this Agreement is held invalid, illegal or unenforceable in any particular jurisdiction or circumstance, the remaining provisions of this Agreement shall remain valid and enforceable in such jurisdiction or circumstance, and such provision shall remain valid and enforceable in any other jurisdiction or circumstance.

18. Entire Agreement. This Agreement, the Exhibits and schedules to this Agreement (as may be amended from time to time), and the Account Agreement constitute the entire agreement between Customer and WSB with respect to the subject matter hereof, supersede any prior agreements between WSB and Customer with respect to the subject matter hereof, and shall be binding upon WSB, Customer and their respective successors and permissible assigns. In the event of any inconsistency between this Agreement and the Documentation or any Account Agreement, this Agreement will govern.

19. Force Majeure. Except for the obligation to make payments, nonperformance by either party will be excused to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

20. Injunctive Relief. Notwithstanding Section 14 of this Agreement, each party acknowledges that its violation of Sections 4, 8 or 16 of this Agreement may cause irreparable injury to the other party, and agrees that the other party shall be entitled to seek temporary and preliminary injunctive relief in the Courts identified in Section 13, without the necessity of proving actual damages or posting a bond, to prevent such violation.

21. Notices. All notices permitted or required under this Agreement will be in writing and will be deemed given upon actual delivery. Any notice will be addressed to the party as follows:

If to WSB: Electronic Banking
 Waukesha State Bank
 151 E St Paul Ave
 PO Box 648
 Waukesha WI 53187-0648
 Phone Number: 262-549-8526
 Fax Number: 262-549-8524

If to Customer: The address or facsimile number set forth below.

Town Of Lisbon
 W234N8676 Woodside Rd
 Lisbon WI 53089-1545

 Phone number: 262-246-6100 ext 1002
 Fax number:

22. Relationship Between Parties. This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and the parties will at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

23. Security Interest. Customer grants WSB a continuing lien and security interest in Customer's Account(s), including any present and future principal and interest, as collateral and security for the performance of Customer hereunder.

24. Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of WSB and Customer and is not intended to benefit any third party, except WSB's licensors. Customer and WSB acknowledge and agree that any party that licenses the Software to WSB, directly or indirectly through one or more sub-licensees, is a third party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

EXECUTED as of the last date indicated below.

Town Of Lisbon

Waukesha State Bank

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - DEFINITIONS

Account means Customer's account at WSB into which Checks transmitted electronically will be deposited.

Account Agreement with respect to any Account means WSB's standard deposit agreements and disclosures governing the Account, as they may be amended from time to time.

Authorized Equipment means equipment that has been approved by WSB for use with the Software.

Check means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Customer, and includes Original Checks and Substitute Checks. Such term does not include Non-cash Items or items payable in a medium other than United States money. [Note: WSB's processing of items that do not meet this definition shall neither constitute a waiver by WSB nor obligate it to process nonconforming items in the future. WSB may discontinue processing of nonconforming items at any time, without cause or prior notice.]

Documentation means all documentation, manuals and instructions relating to the Program or the Authorized Equipment, which WSB provides to Customer from time-to-time pursuant to this Agreement, including without limitation documentation regarding installation and use of the Software.

Electronic Item means a digitized image of a Check, an Image Exchange Item, or any other electronic version of a Check or other electronic item [such as items processed through the automated clearinghouse (ACH) system] approved by WSB for processing through the Program.

Image Exchange Item means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

Non-cash Item means an item that would otherwise be a Check, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except a Check that qualifies for handling by automated check processing equipment; or (iv) it has not been pre-printed or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

Original Check means the first paper Check issued with respect to a particular payment transaction.

Payor Financial Institution means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

Program means collectively the procedures, protocols, and software used by WSB and its licensors and contractors in connection with the electronic processing of Checks, and includes without limitation the Software and the Services.

Regulation CC means 12 C.F.R. Part 229, as it may be amended from time to time.

Services means the services (as described in Exhibit B) to be provided by WSB, or an agent or designee of WSB, to enable Customer to process Checks digitally and through Substitute Checks.

Software means that portion of the software developed, licensed and/or provided by WSB and its licensors for operation of the Program, that WSB delivers or provides to Customer hereunder.

Substitute Check means a paper reproduction of a Check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

United States Financial Institution means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

EXHIBIT B - SERVICE TERMS AND CONDITIONS

1. WSB's Responsibilities.

For assistance please call 262.549.8526.

- 1.1. WSB will deliver to Customer, or otherwise provide access to, the Software.
- 1.2. WSB will provide installation and training support as reasonably required for Customer's implementation of the Program. Any onsite installation or training support shall be on such terms and conditions as the parties agree, including reimbursement for WSB's reasonable travel costs. The standard cost for Installation and Training is shown in Exhibit D—Fee and Processing Schedule.
- 1.3. WSB will provide maintenance and support for the Software as reasonably necessary to permit Customer's processing of Checks through the Program. Such maintenance and support shall include (i) corrections, work arounds, and bug fixes, (ii) such modifications, enhancements and updates as WSB elects to make generally available to its customers without additional license fees, and (iii) telephone support to Customer during WSB's regular business hours.
- 1.4. WSB will accept for deposit to the designated Account(s) digitized images of Checks that are transmitted to WSB in compliance with this Agreement. Digitized images shall be deemed received upon successful receipt of the transmission of such images that are complete, usable, and adhere to the data specifications set forth in the Documentation. If the digitized images are not complete, are not useable, or do not adhere to such data specifications, the images may not be processed by WSB or its agents, in which event Customer's deposit will be adjusted and notification will be provided.
- 1.5. Customer's digitized images will be processed after WSB has received Customer's transmission of the digitized images. WSB will use commercially reasonable efforts to present Image Exchange Items and Substitute Checks for collection. Unless WSB notifies Customer otherwise, WSB will provide same business day credit to the Account for all items transmitted by Customer and received by WSB in accordance with the requirements of this Agreement and the Documentation, and within the timeline established by WSB.
- 1.6. If a Payor Financial Institution returns an item to WSB, WSB will charge the Account for such returned item, and may either (i) return the item to Customer, or (ii) re-present it to the Payor Financial Institution before returning it to Customer. Items may be returned as Image Exchange Items, rather than Substitute Checks, as agreed by the parties. If a Payor Financial Institution or other third party makes a claim against WSB or seeks a recredit with respect to any Check processed hereunder, WSB may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.
- 1.7. WSB may, in its discretion, suspend immediately the Services or the processing of any Check or corresponding Electronic Item if WSB has reason to believe that there has been a breach in the security of the Program, fraud involving Customer's Account or such Check, or any uncertainty as to the authorization or accuracy of Electronic Items. WSB reserves the right at any time to process Electronic Items on a collection basis.

2. Customer Responsibilities.

- 2.1. Customer will maintain an Account at WSB for the receipt of deposits of digitized images of Checks, in accordance with applicable Account Agreement.
- 2.2. Customer will ensure each check is properly endorsed before transmitting the image to WSB.
- 2.3. Customer will install the Software in accordance with the Documentation, and will install and implement any changes and upgrades to the Software as WSB may require, within 30 days of receipt

of such change or upgrade, or within such shorter time frame as WSB may reasonably require in the event such change or upgrade is necessary to comply with statutory or regulatory changes or developments, or to protect the integrity and security of the Program.

2.4. Customer may use only Authorized Equipment in connection with the Software. Unless otherwise provided in an addendum to this Agreement or in a separate agreement, WSB shall be responsible for ordering, obtaining and maintaining all Authorized Equipment.

2.5. Customer will use the Authorized Equipment and the Software, including the entering, processing and transmittal of items, in accordance with the Documentation. Without limiting the foregoing, Customer will comply with all security procedures described in the Documentation, and will not bypass, override or disable any security mechanisms in the Authorized Equipment or Software.

2.6. Customer will ensure the Authorized Equipment is clean and operating properly, and inspect and verify the quality of images and that the digitized images of Checks are legible for all posting and clearing purposes.

2.7. Customer will be responsible for training its employees in the use of the Program, and for supervising and auditing their use of the Program.

2.8. Customer will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser with respect to a Check processed by Customer will receive presentment or return of, or otherwise be charged for, the Check (including the Original Check or Substitute Check), corresponding Electronic Item, and/or other paper or electronic representation of the Check such that such person will be asked to make payment based on an item that it already has paid.

2.9. Customer will retain each Check for a reasonable period of time, but in no event fewer than 45 days and not more than 90 days after Customer has received notice from WSB that the file has been accepted. Customer will promptly provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to WSB as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. Customer will use a commercially reasonable method approved by WSB to destroy Checks such as cross-cut shredding after the Customer's retention period has expired. Customer will comply with all applicable rules and regulations, including but not limited to the Check 21 Act for information regarding the proper disposal of Checks and any and all other Consumer information.

2.10. Customer agrees to cooperate fully with WSB in the resolution of any claims by consumers for expedited recredit involving a check processed by Customer, as required by any applicable law or regulation.

EXHIBIT C - INTELLECTUAL PROPERTY PROVISIONS

1. Protection and Security of Software and Documentation.

1.1. Customer will establish reasonable precautions and use commercially reasonable efforts, no less rigorous than those Customer uses to protect its own confidential information to protect and maintain the confidentiality and security of the Software and the Documentation. Without limiting the generality of the foregoing, Customer will use reasonable measures to protect the Software and Documentation from unauthorized copying, dissemination, disclosure or other unauthorized use.

1.2. Customer will not, and will not permit any third party to, (i) copy or use the Software or Documentation except as expressly authorized by this Agreement (including this Exhibit); (ii) sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make available the Software to others; (iii) use the Software or Documentation for third-party training, commercial time-sharing or service bureau use; or (iv) alter, change, modify or otherwise create derivative works of the Software or Documentation.

1.3. Customer will not, and will not permit any third party to, reverse engineer, disassemble or decompile any Software, except to the extent expressly permitted by applicable law. If Customer intends or begins to take any such action based on any applicable law, Customer shall notify WSB and WSB shall have the right to immediately terminate this Agreement and/or the license to the Software upon notice to Customer.

1.4. Customer will maintain a complete and accurate list of all locations where Customer has loaded and maintains the Software, and make such list available to WSB upon WSB's request.

2. Ownership of Intellectual Property.

2.1. Customer acknowledges and agrees that all right, title and interest in and to the Software and the Documentation, together with modifications, extensions, enhancements, related and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the Software and the Documentation, (i) are and shall remain owned exclusively by WSB and its licensors, (ii) represent or contain valuable rights of WSB and its licensors, and (iii) are protected under United States patent, copyright, trademark and trade secret laws of general applicability. This Agreement does not create in Customer any rights to, and does not constitute an assignment of any rights of WSB or its licensors in and to, any copyrights, trade secrets, patents, or other intellectual property rights of WSB or such licensors. Other than the license expressly set forth, no other license or interest in the Software or Documentation, either expressed or implied, is granted under this Agreement.

2.2. Customer will not at any time, either directly or indirectly, (i) put to issue the scope, validity or ownership of WSB or its licensors' intellectual property rights in the Software and Documentation; (ii) do any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights, or (iii) assert any ownership rights to the Software or Documentation. Customer acknowledges and agrees that this Agreement does not grant or convey to Customer (i) an interest in or to the Software or Documentation, but only a limited right of use, revocable in accordance with the terms hereof; or (ii) any right, title, interest or license in or to any trademark of WSB or its licensors.

2.3. Customer hereby assigns to WSB and/or its licensors, as directed by WSB, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which Customer may now have or which it may acquire at any time in the future, to the Software or the intellectual property rights to the Software, and any other computer code using any of the Software.

2.4. Customer shall not remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the Software, Documentation or any packaging, and shall include on any copy of the Software or Documentation any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.

2.5. Customer will (i) cooperate with WSB and its licensors to protect the Software, including in connection with any lawsuits or disputes involving the Software; (ii) promptly notify WSB and provide to it relevant background and other facts upon becoming aware of any actual or potential claim made by a

third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the Software; and (iii) in the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the Software by others, (a) grant to WSB and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding, and (b) agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration awards, judgments, or other consideration in any form.

3. Termination. Customer acknowledges and agrees that its license to the Software and Documentation will terminate upon the earlier to occur of (i) termination of the Agreement, or (ii) termination of WSB's license to the Software and Documentation.

4. Limitation on Liability. WSB'S SOLE RESPONSIBILITY WITH REGARD TO INTELLECTUAL PROPERTY IS TO PROVIDE CUSTOMER WITH THE SOFTWARE AND DOCUMENTATION, OR THEIR EQUIVALENT, SUFFICIENT FOR CUSTOMER'S USE OF THE PROGRAM. WSB AND ITS LICENSORS SHALL HAVE NO LIABILITY OF ANY NATURE TO CUSTOMER, OR ANY THIRD PARTY, FOR DAMAGES, LIABILITIES OR CLAIMS, WHETHER IN CONTRACT, TORT, FOR NEGLIGENCE, INFRINGEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, DAMAGES, LIABILITIES OR CLAIMS ARISING FROM ANY DEFECT OR ERROR IN THE SOFTWARE, OR FOR ANY INJURY, DAMAGE OR LOSS RESULTING FROM SUCH ERROR, OR FROM ANY USE OF THE SOFTWARE. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL WSB OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR LOSS OF ANY OPPORTUNITY OR GOOD WILL ARISING OUT OF THE FOREGOING, EVEN IF SUCH LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH.

4.1. Compliance with Law. Customer shall not export, re-export or otherwise transfer, directly or indirectly, the Software or any portion thereof to any location outside the United States without first complying with all applicable foreign and United States federal, state and local laws, rules, regulations or controls (including without limitation those regarding import, export, marketing, distribution or use of software programs).

5. Assignment. Customer may not assign the license granted hereunder to any party whatsoever, except in connection with an assignment of the entire Agreement, subject to the terms of the Agreement. Any attempted assignment of the license in violation of this Section shall be void.

6. Further Assurances. Customer will, at its expense, promptly execute and deliver such further documents and take any and all other actions reasonably requested by WSB from time to time, for the purpose of fully effectuating the intent and purposes of this Exhibit, and to protect the interests of WSB, its licensors, and their respective successors and assignees.

7. Injunctive Relief. Customer acknowledges that violation of its commitments regarding the Software, as outlined in Sections 2.4, 2.5 and 6 of this Exhibit, may cause irreparable injury to WSB and/or its licensors, and agrees that WSB shall be entitled to seek and obtain temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.

8. Survival. Customer agrees that the provisions of Sections 2, 4, 5, 7, 8, 9 and 10 of this Exhibit shall survive termination of the license granted hereunder and the termination of the Agreement.

9. Non-Competition.

9.1. During the term of this Agreement and for 3 years following its termination, Customer will not develop, create, market or sell, whether individually or with any partner, any product that has the same, or substantially the same functionality, or which would otherwise directly compete with the Program.

9.2. During the term of this Agreement and for 1 year following its termination, Customer will not offer, provide, market or sell, whether individually or with any partner, any service that has the same, or substantially the same purposes, or which would directly compete with the Services.

10. Conflict. In the event of conflict between the terms of this Exhibit and the Agreement or any other Exhibit, the terms of this Exhibit shall govern.

EXHIBIT D - FEE AND PROCESSING SCHEDULE**Fee Schedule**

One-time licensing fee	\$500 per scanner
Monthly fee for main account	\$50
Each additional account	\$10

Use of this service requires e-Corp. Customer agrees to pay applicable e-Corp fees.

The initial setup and training fee will be debited from the customer's account.

The monthly service fee will be:

- Debited from the Customer's account
- Included in the Customer's fee analysis

Processing Schedule

Files will be processed on each business day (Monday through Friday, except for federal holidays) between 8:00 AM and 5:30 PM.

You may send your files to Waukesha State Bank at anytime (24 hours a day, 7 days a week).

If files are received by 5:30PM on a business day, the deposit will be processed as of that business day. Any deposit received after 5:30PM will be processed the next business day.

EXHIBIT E – LIMITED PROCESSING PERIOD**Access Months:**

December, January and February

Remote Deposit Capture access through eCorp for designated users as defined by The Town of Lisbon.

The fee for this service is \$50 per month and will be assessed directly to the account on the 1st day of the month.

No Access Months:

March, April, May, June, July, August, September and November

Remote Deposit Capture access through eCorp for all users will be disabled for the months listed above without prior arrangements.

Waukesha State Bank will waive the monthly fee of \$50 for all months in which Remote Deposit Capture access is disabled.