



000001

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

Agenda
Town Board Meeting
Town of Lisbon, Town Hall
Monday, October 8, 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.
 - Town Board meeting minutes:
 - August 16, 2018
 - September 24, 2018
 - October 1, 2018 Special Closed Session
 - Badgerland Waterski Team Temporary Class B Picnic License for annual spaghetti dinner fundraiser on Saturday, October 20, 2018.
5. **Approval of Bills.**
6. **Announcements/Correspondence.**
 - Meeting Schedule
7. **Department Reports - Presentation of activity statistics and recently attended meetings.**
 - Public Works Department
 - Town Administrator
 - Town Clerk
8. **Supervisor's Reports** - This is an opportunity for Supervisors to report on respective Committees, Commissions, and Boards of which they serve as a member. Matters require no action or approval.

9. New Business.

- A. Discussion and necessary action proposals from GRAEF and Kunkel Engineering for professional services for the rehabilitation of Maple Avenue from CTH K (Lisbon Road) to 200 feet south of Johanssen Court within the Town of Lisbon to coincide with the construction of Maple Avenue to the north within the Village of Sussex.
- B. Discussion and necessary action on request from Thomas Heckenkamp regarding a lesser payment for ambulance service.

10. Adjournment.

Joseph Osterman
Town Chairman

Gina C. Gresch, MMC/WCPC
Town Administrator

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

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

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



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Consent Agenda Items

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Wednesday, October 3, 2018

RECOMMENDATION:

Approval of the Consent Agenda items.

EXPLANATION:

Town Board meeting minutes:

- August 16, 2018
- September 24, 2018
- October 1, 2018 Special Closed Session

Badgerland Waterski Team Temporary Class B Picnic License for annual spaghetti dinner fundraiser on Saturday, October 20, 2018.

**Minutes of the Town Board Meeting
Town of Lisbon, Town Hall
Thursday, August 16, 2018
6:30 p.m.**

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

Roll Call: Present: Chairman Osterman, Supervisors Gamiño, Moonen, Plotecher and Beal. Also present: Gina Gresch, Interim Administrator, Treasurer Amy Buchman, Deputy Treasurer Kelley Sharon and Public Works Director Joe DeStefano.

Comments from citizens present.

Jerry Metzger, N80W23690 Peterson Road, sent an email yesterday evening. Adding a couple of different options for the Pauline Haas land, videography with a drone. Can sell the land for a little less so more people can buy the lots. Would like the Town to choose option 3.

Sandy Falkner W244N8837 Cordell Ln, asking if there are any new cell towers going in and if there are any tweaking going on to cell towers. She has sensitivity to electromagnetic fields. Dealing with cancer for the last year, she has concerns with the safety of these waves to the public. Ms. Falkner wanted to share the dangers of electric magnetic fields and how they are damaging our health.

Consent Agenda.

- Operator's Licenses
- Arrowhead Meadows Letter of Credit Release

Motion by Supervisor Moonen to approve the Consent Agenda. Seconded by Supervisor Gamiño. Motion carried, 5-0.

Approval of Bills.

Motion by Supervisor Plotecher to approve the August 13, 2018 check register as presented. Seconded by Supervisor Moonen. Motion carried, 5-0.

Announcements/Correspondence

- Meeting Schedule
- Various Correspondence Items

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

- **Fire Department** – Chairman Osterman reviewed the Fire Department reports, statistics and meetings attended by the Fire Chief.
- **Park Department** – Supervisor Gamiño reviewed the Park Department report with staff activities. She reviewed the projects the Park Staff are working on including setting up fields for the fall season, mowing and equipment maintenance, preparing grounds for Heritage Weekend Living History event, ceiling from shelter rentals, removing and spraying weeds and removing dead trees and branches. Supervisor Gamiño also went over what the Park Superintendent has been working on including operational and capital budgets, attending department head and Park Board meetings, meeting with residents over park matters, monthly park reports and payroll. Linda stated she volunteered at Heritage Days and reported that people from all over were enjoying the weekend and the cemetery tours.

- **Public Works Department** – Public Works Director DeStefano reviewed the Public Works Department report. Mr. DeStefano explained to the board that staff had completed the second round of roadside mowing, replaced 3 driveway culverts, performed ditching work on Duplainville Road and Mary Hill Road, performed soil restoration on replaced culverts and ditching projects, shouldering projects, catch basins, filling pot holes, retaining wall projects and preventative maintenance on vehicles and equipment. Mr. Destefano also reviewed what he specifically was working on including attending monthly WCPWA luncheons, attending monthly department head meetings, performing weed commissioner duties, reviewing quotes for parking lot paving, reviewing storm water project, meeting with Sussex concerning sanitary sewer, working on 2019 budget and working with staff on ditching, equipment maintenance and culvert installations.
- **Town Administrator** – Interim Administrator Gina Gresch attended a Lake Country Municipal Court partner meeting regarding the Court and Police Department moving into the old Sentry building on Wisconsin Avenue. Renovation costs will result in an increase in rent. The increase could result to a \$2,432 increase (worst case scenario). Ms. Gresch also reviewed the compost site usage totals through July, 2018. The 2019 budget workshop scheduled was reviewed as well as an update on the overall budget which is still waiting for quotes on health and dental insurance and new net construction. The Town Board would like to see capital budget at the same time as general fund expenditures. Finally Gina explained there was a 2013 annexation of land to Pewaukee's CELA School in which the Town of Lisbon should be receiving compensation for 5 years of levied taxes (\$1,158.50).

Supervisor's Reports.

Supervisor Beal – Reviewed the Sanitary Sewer District meeting the night before which lasted 2 hours with 2 issues in wooded hills. They will be starting their budget as well which might see a little increase but they are trying to be reasonable for everyone. The next sanitary meeting is on September 19th.

Unfinished Business.

Discussion and necessary action on selling Town owned lands, 65 acres at the southwest corner of Lake Five and Hickory Roads, a.k.a. Pauline Haass land.

Interim Administrator Gina passed out a flyer on the property and suggested selling the land themselves. Supervisor Beal suggesting since she is a member of the MLS, she could be the overseer, taking no commission. She suggested since everything would go to the Town Board, she'd like to oversee a realtor like putting signs up and reimbursing them for that.

Supervisor Plotecher thought maybe we should try and sell it ourselves and put it on the website. Supervisor Gamiño stated trying to sell it ourselves wouldn't hurt, but questioned if we are comfortable with this and questioned how we would know how much to sell it for. Listing the property on loopnet was also discussed which would help provide the Town with sale leads. Supervisor Moonen had concerns with the time staff would have to devote to this with the Town Hall being short a person as it is and Supervisor Beal to speak more about her assistance in the process. Ms. Beal stated much correspondence needs to be sent out with MLS and loopnet as well as a lot of follow up.

Supervisor Gamiño asked why the Town couldn't place signs and flyers to promote the property and suggested we ask for offers by a certain deadline. Chairman Osterman had concerns as to whether a broker could get more for it based on association with a broker firm. Ms. Beal explained that the land sale will be based on the land, not on who is selling the land. The Town Attorney could also review offers that came in if we decided not to go with a broker. Supervisor Gamiño asked whether we need to have an asking price and instead put a clause in it that bids will be considered but not necessarily accepted. Ms. Beal explained that the buyer really sets the price and then it has to appraise out, and it takes times to work through contingencies as well. Chairman Osterman questioned if the Town has the staff to do this

now with it being budget time. Ms. Beal suggested asking the Town attorney for recommendations on who could help with this process.

There was a motion by Supervisor Gamiño to approve listing the Pauline Haass land ourselves without a price and that a due date be included for people to submit bids by and to list the property on loopnet. The motion was seconded by seconded by Supervisor Beal.

Supervisor Mooned also had concerns about any potential liability and extra exposure that could be brought to the town. Mr. Osterman questioned what liability or responsibility the Town would have regarding what was in the ground. Supervisor Plotecher suggested hiring a realtor if the property does not sell after 6 months and would like to see a minimum bid with time restriction attached. Chairman Osterman still had questions and regarding the risks of selling the property on their own.

Motion failed 0-5.

Gina will talk to the attorney.

New Business.

Discussion and necessary action on the Town's accounting software upgrade proposal.

The Interim Administrator explained to the Board the new software is very user friendly and will cut down on errors. Ms. Gresch explained some of the errors that staff has experienced with their current software. The Treasurer and Deputy Treasurer also were present and explained to the Board some of the issues they were having with the software including items disappearing in payroll and auto entries that post uneven entries or double posting. The Administrator explained that the Town has had this software for 9 or 10 years.

Supervisor Plotecher explained that she also reviewed the proposed new software and likes that there is an annual support. Gina explained that there were 5 payment options that are interest free. The Board discussed which option would best fit the town without creating a huge budget amendment. After some discussion the Board came to a unanimous consent for option 5.

Motion by Supervisor Beal to authorize staff to sign a contract with Civic Systems for total of \$53,678.00, 25% of which to be put down use the option 5 payment plan with the rest be paid over 2019 – 2021 budgets. Seconded by Supervisor Gamiño. Motion carried 5-0.

Discussion and necessary action on Ordinance 09-18, An Ordinance Creating Section 2.09 of the Town of Lisbon Code Relating to Alternative Claims Payment Procedures.

Supervisor Gamiño requested that the language of the Ordinance under section change b to say a.....and is on the approved vendor list.

Motion by Chairman Osterman to adopt Ordinance 09-18, An Ordinance Creating Section 2.09 of the Town of Lisbon Code Relating to Alternative Claims Payment Procedures with changes as noted. Seconded by Supervisor Gamiño. Motion carried, 5-0.

Discussion and necessary action to approve payments via ACH pursuant to Wisconsin State Statute 66.0607(3m).

Motion by Chairman Osterman to approve making payments via ACH pursuant to Wisconsin State Statute 66.0607(3m). Seconded by Supervisor Gamiño. Motion carried, 5-0.

Discussion and necessary action on 2018 Budget Amendment for Debt Services.

Treasurer Buchman stated at the Budget Public Hearing & Special Town Meeting of the Electors held on November 15, 2017, the Town of Lisbon proposed to use \$300,000 of our Debt Service Fund to go towards the 2018 loan payments (principal & interest). A motion was made to use an additional \$150,000 of the debt service fund (totaling \$450,000 total) to lower the tax levy and the Town Board approved. The 12/31/16 Debt Service Fund balance was \$554,635 with no indication that any of the funds were restricted.

However, when reconciling accounts and preparing for the 2017 audit, it was discovered that spreadsheets and paperwork stated that there was a \$233,404.52 debt issuance premium from the \$8M loan we took out in 2016. This premium was restricted for paying principal and interest starting in 2017 until it is used up (which was used up after the first 2018 loan payment). None of the 2017 loan payments were correctly applied to this account when we were looking at this account during budget prep. This would reduce the available fund balance to \$321,230. Therefore, only the original \$300,000 can be used from the debt service fund in 2018 to go towards loan payments. She suggests the Town Board approve a budget amendment to take the additional \$150,000 the Town Board approved from the General Fund. The General Fund balance was \$2,490,598 as of December 31, 2016 and \$2,545,946 as of December 31, 2017.

Chairman Osterman explained that money that was thought to be usable was in the restricted fund requiring the Board to find another funding source, leaving the general fund.

Motion by Chairman Osterman to approve the 2018 Budget Amendment for Debt Services in the amount of \$150,000, per the Treasurer's recommendation. Seconded by Supervisor Gamiño. Motion carried, 5-0.

Discussion and necessary action on request from Herb Gross to donate outlot 2 of Seven Stones subdivision to the Town of Lisbon.

The Board did not want to make the Town liable for maintaining this property including maintaining the subdivision sign and heavily wooded areas. The Board also did not know what the use of the land would be to the Town.

Motion by Chairman Osterman to deny on the donation from Herb Gross of Outlot 2 of Steven Stones Subdivision. Seconded by Supervisor Moonen. Motion carried, 5-0.

Discussion and necessary action on the Department of Public Works holding tank for shop drains.

Public Works Director Joe DeStefano stated the DPW/FD parking lot at Good Hope will be repaved; however, before that some improvements need to be completed. The septic line has already been replaced but the holding tank for the drop drains need to be replaced. The Town Board has two options: 1 - have two tanks, one for solids and one for liquids. 2 - One large tank and have everything empty into it. There was a thought that we may be able to pump the liquids out to the ditch and only have the solids pumped out by a truck and hauled away; however, they would be unable to discharge into the ditch and would have to have the drain water hauled away to a plant. It will be more cost effective to go with a single tank with an alarm that will alert us when the tank is nearing capacity and will have it pumped out. Mr. DeStefano received quotes from Lietzau, Voss, & Herr. Lietzau quoted both options; Voss quoted two tanks and Herr quoted a single tank. Director DeStefano recommends using one tank using Lietzau. The septic tank was just replaced by ~~the~~ Lietzau and he was very happy with how things turned out. Lietzau is also the lowest bidder. The funding for these projects are coming from the carryover money that the Town Board approved at a prior meeting this year in the amount of \$28,000. So far \$2,307.50 was used for cleaning the drains and related camera work, and \$4,870 for the septic tank work. That leaves a balance of \$20,822.50 to complete the remaining projects.

Motion by Supervisor Gamiño to approve the request for holding tank replacement and award it to Lietzau Inc., for a single tank, in an amount not to exceed \$14,680.00. Seconded by Supervisor Beal. Motion carried, 5-0.

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 review the Interim Administrator's performance, discuss the Town Administrator and Town Clerk positions.

Motion by Supervisor Moonen to convene into Closed Session 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 review the Interim Administrator's performance. Seconded by Supervisor Gamiño, motion carried by roll call vote.

ROLL CALL VOTE:

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

Motion carried, 5-0. Town Board convened into Closed Session at 8:06 PM.

Motion to re-convene into Open Session to take possible action, if necessary, on items discussed in Closed Session deliberations.

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

ROLL CALL VOTE:

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

Motion carried, 5-0. The Town Board reconvened into Open Session at 8:55 PM.

Adjournment.

Motion by Supervisor Beal to adjourn the Thursday, August 16, 2018 Town Board of Supervisors meeting at 8:57 PM. Seconded by Supervisor Moonen. Motion carried, 5-0.

Respectfully submitted,

Gina C. Gresch, MMC/WCPC
 Interim Administrator & Town Clerk

**Minutes of the Town Board Meeting
Town of Lisbon, Town Hall
September 24, 2018
6:30 p.m.**

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

Roll Call: Present: Chairman Osterman, Supervisors Gamiño, Moonen, Plotecher and Beal. Also present: Gina Gresch, Administrator, Daniel Green, Town Clerk, Joe Destefano, Director of Public Works and John Greiten, Parks Director.

Comments from citizens present.

Aaron Matteson, N48W26994 Lynndale Rd. Lisbon, is running for Assembly District 22. He showed and explained the map of his District. Mr. Matteson explained he is a 4th generation Town of Lisbon resident whose parents were dairy farmers. He attended Arrowhead H.S. and graduated from UW Madison. He taught in China for 8 years, came back last spring. This is his first time running for office and reviewed his qualifications for the position.

Mike Reilly, W259N9116 State Road 164, Harland WI 53029. "I've lived in the Town of Lisbon for the past 30 years. I'm here representing the Sussex-Lisbon Area Historical Society, Inc. of which I'm a Charter Member from 2001. I'm currently the Society President, and Museum Director of the Sussex Lisbon Area Historium. The Town of Lisbon has some of the finest community parks in the area that residents support, a true town asset! But another asset often forgotten about, is the local historical society and its museum, the Historium. Though located in the Village of Sussex, it's every bit as important to Lisbon as its parks!

Yet over the years they have operated, they have never been financially supported by the Town. When we first asked for yearly financial assistance, Town Board members called us a charity, and the Town doesn't donate money to charities. We are not a charity! We are an important Town resource that needs the support of its residents, and Town Board. As Society President, I ask that the Town Board include the Sussex-Lisbon Area Historical Society, Inc. in its new budget, and succeeding budgets, a modest amount of annual resident financial support. I leave the amount of the annual contribution up to the Town Board to determine. I have copies of our current budget for your consideration.

Next March, at our Annual Meeting, we will be electing new Society Officers and Directors. I ask that the Town Board consider asking or appointing, either a Board, or other Department member that is interested in history, to be considered as a SLAHS Director, a three-year term, with a minimum of 8 meetings that can be attended (4 Board, 4 quarterly). I ask that the Town Board not make a hasty decision about either request, and to contact me at a later date with your decision. I sincerely hope that SLAHS and the Lisbon Town Board can work more closely in the future for all the Town residents' benefit."

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.

- Re-approval of July 23, 2018 Town Board minutes.
- Operator's Licenses.
- Renew HAWS Contract for 2019, 2020 and 2021.

Motion by Supervisor Osterman to approve the Consent Agenda with the exception of the item "Renew HAWS Contract for 2019, 2020 and 2021". Seconded by Supervisor Gamiño. Motion carried, 5-0.

Chairman Osterman confirmed that all members were familiar with the contract and reviewed the length of the contract as well as the cost. Administrator Gresch reviewed the scope of services that HAWS provides.

Motion by Chairman Osterman to approve renewal of the HAWS Contract for 2019, 2020 and 2021 for a cost not to exceed \$4,400.00 per year. Seconded by Supervisor Plotecher. Motion carried, 5-0.

Approval of Bills.

Motion by Supervisor Moonen to approve the September 20, 2018 check register as presented. Seconded by Supervisor Gamiño. Motion carried, 5-0.

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

Chairman Osterman reviewed the list of upcoming Town meetings.

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

Parks Department – Parks Director John Greiten went through what he and his staff are working on: Set-up Soccer Field in Lisbon Oaks Park for the 2018 fall season. Seasonal mowing practices are being performed on all park open green space areas, DPW, Town Hall, Richmond Cemetery and both Fire Stations on a weekly basis. Staff is also performing equipment & fleet maintenance as needed. They are also clearing out shelters after each rental and clearing out planting beds throughout the park system. Parks has prepared the Community Parks grounds for various events as needed. They also removed dead trees and low hanging branches that posed a safety risk to the public and mowing operations in several parks and sprayed gravel pathways with weed control in Halquist and Community Parks. The ice rink has also been painted and all baseball infields have been worked up and shut down for 2018.

The Park Superintendent has been working the 2019 Operational and Capital budgets, working family events (Heritage Weekend and National Night Out), finishing the retaining wall at the Richard Jung Fire Station, working on the Lake 5 Road Bike Path, attending department head and park board meetings, meeting with residents on park matters, preparing payroll and monthly park reports and continuing to work with staff in the field on park duties and projects.

Fire Department – Chairman Osterman reviewed the Fire Department reports, statistics and meetings attended.

Town Administrator – The painting and carpeting project is complete and everyone in the office is thrilled with how it turned out. A huge thank you to the Public Works Department for helping us move furniture every day. As time allows, they will also be hanging things back up, but we don't want to put everything back the same way right away, we want to do it right

At the last budget workshop, Supervisor Plotecher suggested getting a third auditing firm to submit an auditing proposal. Treasurer Buchman and I found that Baker-Tilly, Johnson Block and Schenck are the top three auditing firms that municipalities use. She contacted Schenck in Milwaukee for a quote which we are waiting for them to respond.

We had our software upgrade kickoff meeting this past week and our goal is to be live by the end of November. Right now the majority of the work is on Civic System's end converting data. Dog Licensing should be live by the end of October, which is when our contract with Transcendent Technologies ends. However, there will be a payment to them in November because the Town pays in the contract in arrears, but that was budgeted for.

Town Clerk - I would like to finally introduce myself formally to the Board as the new Town Clerk. I'd like to thank all the board members for the opportunity to serve this community and look forward to working with each one of you over the years. My first full week has gone great and staff has been excellent to work with. I'm still

learning the ropes but I've had great support from the Gina, Kris, Kelley and Amy, and in no time I should have things down to a science!

The Clerk's Office received our ballots on Tuesday and residents can now stop by Town Hall to fill out an in-person absentee ballot. We have also mailed out all of our absentee ballot requests. Residents should check their registration status to make sure they have information up to date. They can do this by going to myvote.wi.gov or by stopping by Town Hall. Open registration ends on Wednesday, October 16th, so residents need to have their online or mailed registration forms in by that date. Election Day will be Tuesday, November 6th and polls are open from 7:00 AM until 8:00 PM. All residents need to bring the appropriate photo ID in order to obtain and cast their ballot.

I would like to remind the Town Board and Plan Commission members that they can contact me at any time and I would be happy to help out in any way I can. I will be taking over the Plan Commission at this point so I would encourage anyone with questions to call or email me with their questions or concerns and I will do my best to answer them. You can reach me by phone at 262-246-6100 ext. 1004 or by email at dgreen@townoflisbonwi.com.

Supervisor's Reports.

Supervisor Beal – Wednesday night was the Sanitary Sewer District meeting and next meeting will be on Wednesday, October 17th.

Unfinished Business.

Discussion and necessary action on to enter into a contract with Strand Associates for Storm Water Engineering purposes.

Administrator Gresch reviewed the drafts of the contract and the routing process to this point. Justin Gutoski from Strand Associates reviewed the contract and introduced himself as the Town representative. The contract needs to be reviewed to finalize any changes and it can be signed and ready.

Motion by Supervisor Plotecher to approve the contract with Strand Associates for Storm Water Engineering purposes. Seconded by Supervisor Beal. Motion passed 5-0.

Discussion and necessary action on selling Town owned lands, 65 acres at the southwest corner of Lake Five and Hickory Roads, a.k.a. Pauline Haass land

Motion by Supervisor Beal to postpone this item until next Monday, October 1st meeting. Seconded by Supervisor Gamiño. Motion passed 5-0.

New Business.

Discussion and necessary action to adopt Ordinance 11-18, An Ordinance Repealing and Recreating Portions of Chapter 9 of the Municipal Code Concerning Residency Restriction for Sex Offenders.

Administrator Gresch gave an update to the Board on the changes from the last Ordinance.

Motion by Chairman Osterman to approve Ordinance 11-18, An Ordinance Repealing and Recreating Portions of Chapter 9 of the Municipal Code Concerning Residency Restrictions for Sex Offenders. Seconded by Supervisor Beal. Motion passed 4-0 with Supervisor Gamiño abstaining.

Discussion and necessary action on the recommendation from the Plan Commission to adopt Ordinance 08-18, An Ordinance Rezoning LSBT 0244.999.003 from A-3 Agricultural Residential Estate District to B-4 Commercial Special Use Zoning District, for Casey's General Store, for the property located at W220N5701 Townline Road, Lisbon, WI 53089, LSBT 0244.999.003, and recommendation to Waukesha County of the same.

Motion by Chairman Osterman to adopt Ordinance 08-18, An Ordinance Rezoning LSBT 0244.999.003 from A-3 Agricultural Residential Estate District to B-4 Commercial Special Use Zoning District, for Casey's General Store, for the property located at W220N5701 Townline Road, Lisbon, WI 53089, LSBT 0244.999.003, and recommendation to Waukesha County of the same. Seconded by Supervisor Moonen. Motion carried, 5-0.

The Board went into recess at 7:08 PM.
The Board reconvened from recess at 7:31 PM.

Discussion and necessary action on the appointments to the Joint Review Board.

Attorney Jim Hammes explained to the Board the process of the TID creating including the appointing of the Joint Review Board from the different entities involved, the school district, the vocational school district, the local municipality, Waukesha County and a Citizen member. Mr. Hammes also went through the timeline with an expected Town Board approval date of November 26th. Chairman Osterman would automatically be on the Joint Review Board, and this item would be to appoint the citizen member of the board. Chairman Osterman recommended Matt Gehrke as past Town Chairman and with his experience with TIDs.

Chairman Osterman made a motion to appoint Matt Gehrke as the citizen member of the Joint Review Board. Seconded by Supervisor Beal. Motion passed 5-0.

Adjournment.

Motion by Supervisor Moonen to adjourn at 7:39 PM. Seconded by Supervisor Gamiño. Motion passed 5-0.

Respectfully submitted,

Daniel Green, WCMC
Town Clerk

000013

**Minutes of the Special Town Board Meeting
Town of Lisbon, Town Hall
Monday, October 1, 2018
6:30 p.m.**

Chairman Osterman called the Town Board meeting to order at 6:34 PM.

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

Motion to convene into Closed Session for the following items: Pursuant to Wisconsin Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically to discuss sale of the Pauline Haass land.

Motion by Supervisor Gamiño to convene into Closed Session Pursuant to Wisconsin Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically to discuss sale of the Pauline Haass land. Seconded by Supervisor Beal, motion carried by roll call vote.

ROLL CALL VOTE:

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

Motion carried, 5-0, by roll call vote. Town Board convened into Closed Session at 6:35 PM.

Motion to re-convene into Open Session to take possible action, if necessary, on items discussed in Closed Session deliberations.

Motion by Supervisor Plotecher to reconvene into Open Session for possible action on Closed Session deliberations. Seconded by Supervisor Gamiño, motion carried by roll call vote.

ROLL CALL VOTE:

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

Motion carried, 5-0. The Town Board reconvened at 7:34 PM.

Motion by Supervisor Plotecher to appoint Chairman Osterman as the authorized signer of the counter-offer as the representative of the Town Board. Seconded by Supervisor Gamiño. Motion carried, 5-0.

Adjournment.

Motion by Supervisor Plotecher to adjourn the Monday, October 2, 2018 Special Town Board of Supervisors meeting at 7:36 PM. Seconded by Supervisor. Motion carried, 5-0.

Respectfully submitted,

Gina C. Gresch, MMC/WCPC
Town Administrator

000014

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 10-2-18

County of WAUKESHA

Town Village City of LISBON

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 10/20/2018 and ending 10/21/2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →
- Bona fide Club
 - Church
 - Lodge/Society
 - Chamber of Commerce or similar Civic or Trade Organization
 - Veteran's Organization
 - Fair Association

(a) Name Badgerland Water Ski Team

(b) Address N66W23922 Vista Lane Sussex, WI
(Street) Town Village City

(c) Date organized 1983

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Jason Hook W238N6449 Elmwood Ave, Sussex, WI, 53089

Vice President Brian Jackson 10480 Highlawn Ct, Cedarburg, WI, 53012

Secretary Tom Kolton 1360 Pioneer Trail, Waukesha, WI, 53186

Treasurer Chad Behl N27W26643 Lauderdale Dr, Pewaukee, WI, 53072

(g) Name and address of manager or person in charge of affair: Nick Findlay
N66W23922 Vista Lane

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number W260N6395 Maryhill Rd Sussex, WI 53089-3517

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event Spaghetti Dinner Fall Fundraiser

(b) Dates of event October 20, 2018

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Tom Kolton 9-19-18
(Signature/date)

Officer Chad Behl 9/29/18
(Signature/date)

Date Filed with Clerk _____

Date Granted by Council _____

Badgerland Water Ski Team
(Name of Organization)

Officer Nick Findlay 9-29-18
(Signature/date)

Officer Chad Behl 9-29-18
(Signature/date)

Date Reported to Council or Board _____

License No. _____





000016

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

Wednesday, October 03, 2018

Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures and elections from **October 9, 2018 through November 2, 2018** at the Town Hall, W234N8676 Woodside Road, unless indicated otherwise.

Tuesday, October 9	Special Sanitary District #1 Meeting / Public Hearing at 7:00 P.M.
Thursday, October 11	Joint Town Board & Plan Commission Public Hearing at 6:30 P.M., followed by the regular Plan Commission meeting.
Monday, October 15	2019 Town Board Budget Workshop
Monday, October 15	Park Committee at 6:30 P.M. (Richard Jung Memorial Fire Station)
Wednesday, October 17	Sanitary District Committee at 7:30 P.M.
Monday, October 22	Supervisor's Office Hours at 6:00 P.M. followed by Town Board 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)

SEPTEMBER 2018 DPW MONTHLY REPORT



TOWN BOARD & ADMINISTRATOR,

- Staff performed asphalt work consisting of patching around sewer grates in the golf course subdivision and another small patch on Hamilton Ct.
 - Staff shouldered Woodside Road, Hillside Road, Blue Huron Subdivision, and Lake Five Road.
 - Staff spent time moving things at the Town Hall for the painters and carpet installers.
 - Staff spent time hanging items back on the wall at the Town Hall after the painting.
 - Staff spent time in our DPW parking lot running pipe for the downspouts and adding a pipe to run electric to the fuel pumps.
 - Staff spent time prepping the new plow truck to be put into service.
 - Staff sent the excavator and 1 staff member to Sussex to assist with their brush pick up.
 - Staff spent a day on Lake Five Road prepping for the bike path extension.
 - 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 spent time working on my 2019 budget including a sit down meeting with Gina.
 - I attended 1 Board Meeting and 1 Budget Workshop in September.
 - Met with Fahrner to go over the crack filling schedule for 2018.
 - I attended the Bid opening for the Chestnut Hill project.
 - I continued to work out in the field with staff on various projects such as equipment & vehicle maintenance, asphalt installations, parking lot piping, amongst other things.

**REGARDS,
JOE DESTEFANO JR.
DPW DIRECTOR**



000018

ADMINISTRATOR REPORT

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Wednesday, October 3, 2018

WAUKESHA COUNTY MEMOMONEE PARK DOG EXERCISE AREA

Waukesha County is looking to develop a dog exercise area in Menomonee Park and will be looking for donations from surrounding municipalities to help pay for it. When the dog exercise area in Nashotah Park was developed, those neighboring municipalities donated \$5,000 each. Waukesha County hasn't requested an amount yet, just wants to know if the Town would be interested in participating in this effort.

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	1,330	373	194	1,897
October				-
November				-
TOTAL VEHICLES	6,865	2,210	1,157	10,232
Average Per Month				
% of Usage	67%	22%	11%	1,279
Vehicles Per Hour	27			
Vehicles Per Week	300.94			
Weeks Open	34			
Hours Per Week	11			
Total Hours	374			



Waukesha County

Department of Parks and Land Use



September 25, 2018

Jeremy Smith
Administrator
Village of Sussex
N64W23760 Main Street
Sussex, WI 53089

Dear Jeremy,

I am writing to acknowledge Waukesha County's interest in working with the Village of Sussex, other area municipalities, and local businesses and organizations to construct a regional dog exercise area at Menomonee Park. We are aware of the interest amongst Village officials and area residents, and recently members of my staff met with Casey Griffiths, Village Administrative Services Director, to discuss the details and logistics of collaborating on the project.

The Waukesha County Department of Parks & Land Use is willing to take the lead on a project to design and construct the dog exercise area within Menomonee Park. Waukesha County would also agree to maintain the facility as a component of ongoing Menomonee Park operations. Our experience with implementing dog exercise areas at three other County parks has reinforced the elements that are critical to the success of the facilities. One of the most critical elements is planning for a facility that is appropriately sized - ideally at least 20 acres. Our typical facility design provides for multiple fenced areas that can be closed off periodically to allow for turf regeneration. This enables us to spread out traffic patterns and to more easily maintain the healthy natural turf that dog owners desire. It is also important that the facility have the associated infrastructure that can accommodate heavy use by patrons. The area that we have identified within Menomonee Park satisfies the size requirements; however, additional infrastructure would need to be implemented, including a properly sized parking area, gated entrance stations, and special fencing that can be anchored into the high bedrock on the property. Proper planning and design for these elements will ensure that the facility meets the needs of the public while minimizing the facility maintenance.

The development of each of Waukesha County's existing dog exercise areas has involved collaboration and funding assistance from area municipalities, businesses and organizations. Our typical funding model involves 50% of the total project funding contributed by these entities, and we will be looking to secure this same funding level for a dog exercise area at Menomonee Park. Once a commitment for this funding is secured, the balance of the funding will be included in the County budget process.

We are currently working on preliminary design and cost estimating for the Menomonee Park dog exercise area, and by mid-December, we hope to have an approved concept and cost estimate. At

Park System

that time, we will reach out to you to share those details, and to present a draft participation agreement for your consideration. Our previous projects have been so successful because there has been regional cooperation and funding contributions from multiple area communities whose residents benefit from the dog exercise areas. By copy of this letter, I ask that the lead government officials from Lisbon, Menomonee Falls and Lannon contact me to communicate their interest in collaboration and possible cost sharing opportunities for the development of the dog exercise area.

Please contact me if you have any questions. I look forward to working with you on this exciting project.

Sincerely,



Dale Shaver
Director
Waukesha County Department of Parks and Land Use

CC: Mark Fitzgerald, Manager, Village of Menomonee Falls
Brenda Klemmer, Clerk/Treasurer, Village of Lannon
Gina Gresch, Administrator, Town of Lisbon



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board
ITEM DESCRIPTION: Approve Strand Contract for Storm Water Engineering
PREPARED BY: Gina C. Gresch, Administrator
REPORT DATE: Wednesday, October 3, 2018
RECOMMENDATION: Approve Kunkel's Maple Avenue Resurfacing Engineering Services Proposal
<p>EXPLANATION:</p> <p>GRAEF was recently selected by the Village of Sussex to perform the design services for the Maple Avenue Resurfacing Project. As part of this project, it is the Village's understanding (not approved yet) that they will be working with the Town of Lisbon on the portion of Maple Avenue from CTH K to the Village of Sussex south limit (design and bidding in 2019; bid opening and resurfacing in 2020). The Village would like to prepare a proposal for the mill and overlay of this segment for the Town's consideration\approval for the design of our portion of the project; same process as how the Good Hope Road Project was done, bid as an alternate.</p> <p>However, while meeting with our Town Road Engineer, Mitch Leisses from Kunkel Engineering, learning about the Town's road program, I asked Kunkel to prepare a similar quote so I could compare apples to apples and understand the project better.</p> <p>KUNKEL: \$10,196.40 - Includes all construction services, public information meetings and everything in between.</p> <p>GRAEF: \$20,000 – Only for design work and prepping the bid documents.</p> <p>Kunkel's estimated construction costs are \$127,455; total estimated project cost of \$137,651.40. GRAEF doesn't have an estimated construction cost yet. I understand that the Village would prefer to see the Town bid along with them because they are concerned with coordination, however, to date, Kunkel has not received correspondence or updates from the Village regarding the Good Hope Road project. I believe in the long run, the Town will get a better value project at the same or better quality because you are putting all of the control in the Town's hands. For example, with the Good Hope Road project bid, Stark Pavement was the low bidder for the Village of Sussex but was (in general) the highest bidder for the Town of Lisbon's portion of work. Stark Pavement was at \$279,300 when there was a low bid of \$266,532 (almost \$13,000 difference).</p> <p>I recommend the Town Board approve Kunkel's Maple Avenue Resurfacing Engineering Services Proposal.</p>



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August 8, 2018

Ms. Gina Gresch
Interim Administrator & Town Clerk
Town of Lisbon
W234N8676 Woodside Road
Lisbon, WI 53089

Subject: **Maple Avenue Rehabilitation
Lisbon Rd to 200' south of Johanssen Ct
Professional Services Proposal**
GRAEF Project No. 2018-0323.01

Dear Ms. Gresch:

Graef-USA Inc. (GRAEF) is pleased to provide this proposal for professional services for the rehabilitation of Maple Avenue to the Town of Lisbon. An executed copy of this proposal will become our agreement. This proposal is subject to GRAEF's Standard Terms and Conditions, which are attached.

It is our understanding that the nature of the Project is to develop plans and specifications for the rehabilitation of Maple Avenue from CTH K (Lisbon Road) to 200' south of Johanssen Court within the Town of Lisbon and will coincide with the construction of Maple Avenue to the north within the Village of Sussex. The Project will be bid as an alternate to the Village's Maple Avenue Reconstruction project. In reviewing the Town's most recent roadway projects, a pulverize and relay of this section of Maple Avenue is being recommended.

For this Project, GRAEF proposes to provide the following Basic Services:

- Survey:
 - Prepare topographic survey of roadway to include
 - Datum for elevations
 - Description of ground surfaces (concrete, bituminous asphalt, grass, etc.)
 - All existing utilities including overhead and underground, hydrants and valves for sanitary, storm, gas, water, electric and telephone with utility size and type
 - Bench marks and control points (location and description)
 - Existing edge of pavement, existing curb flange, and centerline elevations.
 - GRAEF will contact Diggers Hotline service to have underground utilities marked on the surface for our survey crew to locate. All utility markings provided by this service will be included in the drawings. GRAEF will show additional utility locations based on system mapping provided by the utilities and the Client.



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- Preliminary Engineering
 - Provide 60% plans that include title sheet, general notes, typical sections, plan details and erosion control plans.
 - Opinion of probable cost.
- Final Engineering & Bidding
 - Provide traffic control details or a detour plan that is in accordance with the Manual on Uniform Traffic Control (MUTCD).
 - Opinion of probable cost.
 - Preparation of a Project Manual for bidding purposes. Manual will comprise of Client's standard instruction to Bidders, Performance Bond, contract form, General Conditions, Standard Specifications, Contractor's Acknowledgement, Bidder's Proof of Responsibility and Standard Details. GRAEF will prepare the Official Notice, Special Provisions, Proposal form and assemble the Manual.

GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

Notice to Proceed	August 27, 2018
30% Plans	October 3, 2018
60% Plans & Cost Estimate	January 11, 2019
100% Plans & Cost Estimate	July 12, 2019

For this Project, it is our understanding Client will provide the following services, items and/or information:

- Front end of the Project Manual

At your written request, GRAEF will provide the following Additional Services for additional compensation as detailed below:

- Intersection layout and/or design services.
- Attend additional meetings

For the Basic Services, the Town of Lisbon agrees to compensate GRAEF an hourly basis of personnel assigned, of an additional not to exceed fee of \$20,000, plus reimbursable expenses. Reimbursable expenses include express mail and delivery charges, plan reproduction, advertisement fees, and mileage. GRAEF will invoice the Town of Lisbon on a monthly basis as work is completed. The fee is broken out by task as outlined below:

<u>Task</u>	<u>Approximate Hours</u>	<u>Approximate Fee</u>
Survey	40	\$4,500
Preliminary Engineering	65	\$6,500
Final Engineering & Bidding	110	\$9,000
Total	215	\$20,000



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To accept this proposal, please sign and date the enclosed copy and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Thank you for this opportunity and we look forward to working with you on this project. Should you have any questions regarding this amendment please feel free to call us at 414-259-1500.

Sincerely,
Graef-USA Inc.

Accepted by: Town of Lisbon

Mary Beth Pettit, P.E.
Principal

(Signature)

(Name Printed)

Burt Naumann, P.L.S.
Senior Vice President

(Title)

Date: _____

X:\ML\2018\20180323\Project_Information\Contracts\2018-0730_Town of Lisbon\2018_0808_Town of Lisbon_Maple Ave .docx



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on August 8, 2018 (Agreement) by and between Graef-USA Inc. (GRAEF) and Town of Lisbon (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superseded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.



107 PARALLEL STREET
BEAVER DAM, WI 53916

1115 S MAIN STREET
WEST BEND, WI 53095

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

August 9, 2018

Sent Via: Email

Ms. Gina Gresch, Interim Administrator and Town Clerk
Town of Lisbon
W234N8676 Woodside Rd
Lisbon, WI 53089

Re: Maple Avenue Resurfacing | Engineering Services Proposal

Dear Ms. Gresch,

Pursuant to our recent discussion, please consider this transmittal a formal proposal to provide services in conjunction with the Town of Lisbon's Maple Avenue Resurfacing project. On behalf of Kunkel Engineering Group, we are pleased to present our proposal for your consideration.

It is understood that the Town of Lisbon intends to coordinate work efforts with the Village of Sussex to reconstruct or resurface Maple Avenue in its entirety. The Town segment commencing approximately 200 feet south of Johanssen Court and extending nearly 1500 feet south to CTH K/Lisbon Road. It is further understood that the Village of Sussex intends for project design and utility coordination to occur in 2019 with bids being opened in January of 2020.

Specific work efforts include pulverizing the existing pavement, grading the pavement base and shoulders to provide symmetrical cross sections and a hot mix asphalt paving overlay including shoulder reconstruction. It is understood that cross road culverts are to be inspected and may need to be replaced by either Town Staff or through the contract documents created.

Kunkel Engineering Group hereby proposes to work diligently with Town administrative staff, including the Department of Public Works Director, to complete the project in a timely fashion. Kunkel Engineering Group proposes to undertake all work efforts as enumerated within Attachment A and complete same for a **maximum not to exceed fee of \$10,196.40**. Please note that the work scope is intended to be comprehensive and as such the fee as stipulated above will not be exceeded and moreover, may be reduced should the complexity or time expended be less than anticipated.

Again, on behalf of Kunkel Engineering Group, we sincerely appreciate the opportunity to work with the Town of Lisbon on the Maple Avenue Resurfacing. Gina, should you or the Town Board have any questions or concerns, please advise me at your earliest convenience.

Sincerely,

KUNKEL ENGINEERING GROUP

A handwritten signature in black ink, appearing to read "Mitchell Leisses", with a long horizontal flourish extending to the right.

Mitchell Leisses
Office/Project Manager

Cc: Craig Kunkel, PE

enclosures

ACCEPTED:

Town of Lisbon

Date

**TOWN OF LISBON
MAPLE AVENUE RESURFACING
ENGINEERING SERVICES PROPOSAL**



WORK SCOPE

Task I – Design Services and Bidding

A. Field Work

1. Inspect/As-built existing roadway culverts
2. Profile/Verify length and width of roadway
3. As-built existing driveway slopes

B. Plan and Specification Preparation

1. Develop Construction Plans
 - Hydraulic Evaluation/Culvert Design (if necessary)
 - Roadway Pulverize & Overlay
 - Pavement Details
 - Prepare Typical Cross Section
 - Prepare driveway maximum slope detail
2. Prepare Project Specifications
 - Contract Documents
 - Bidding Documents
 - Construction Staging Plan
3. Prepare Erosion Control Plans
4. Permitting (if required)

C. Bidding

1. Prepare and submit Advertisement to Bid to Town
2. Distribute plans/specifications
3. Respond to bidder inquiries
4. Conduct bid opening
5. Tabulate bids and make recommendations of Contract Award to Town

Task II – Construction Related Services

A. Construction Related Services

1. Assist Town in executing contract documents
2. Conduct Public Informational Meeting
3. Conduct Preconstruction Conference and distribute meeting minutes
4. Review and approve payment request
5. Construction Staking
 - Culvert and reference staking
6. Conduct Final Project Walk through with Town Staff
7. Prepare Final Punch List



**TOWN OF LISBON
MAPLE AVENUE RESURFACING
ENGINEERING SERVICES PROPOSAL**

- B. Full-Time Resident Inspection
 - 1. Observe asphalt pulverizing
 - 2. Inspection of fine grading
 - 3. Proof roll, identify, and direct removal of soft spots
 - 4. Inspect paving activities
 - 5. Monitor adherence of construction schedule
 - 6. Meet with Town Residents/Business Owners regarding restoration, driveway approaches, etc.

- C. Town Coordination
 - 1. Attend Town Board meetings as requested
 - 2. Communicate and coordinate activities with Town’s Public Works Director

FEE ESTIMATE

Task I – Design Services and Bidding		\$3,196.40
Task II – Construction Related Services		\$7,000.00
• Construction Related Services	\$2,500.00	
• Full-Time Resident Inspection	\$4,500.00	
• Town Coordination	No Charge	
Total Maximum Not to Exceed Fee:		\$10,196.40

Note:

Kunkel Engineering Group intends to schedule a walk-through of the completed projects prior to the expiration of the one-year warranty provided within the contract documents. These work efforts are incorporated within the above tasks and fee estimate.

Town of Lisbon, Wisconsin
PRELIMINARY COST ESTIMATE
Maple Avenue Resurfacing



August 8, 2018

Project limits: From the Village of Sussex municipal boundary, located approximately 200 feet south of Johanssen Court to CTH K/Lisbon Road.

Pulverize existing asphalt pavement. Base course to be inspected, undesirable locations to be undercut and replaced with aggregate base course, as directed by the Engineer. Asphalt pavement overlay to be placed at depth of five inches. Aggregate shoulder to be restored, as required.

Maple Avenue Estimated Quantities

Quantity	Unit	Item	Unit Cost	Item Cost
4,400	SY	Pulverize Asphalt Pavement	\$1.25	\$5,500.00
440	CY	Undercut and Base Course Material	\$32.00	\$14,080.00
150	TN	Base Aggregate Dense, 3/4-Inch	\$18.00	\$2,700.00
1,300	TN	HMA Pavement	\$65.00	\$84,500.00
5,900	LF	Epoxy Pavement Markings, 4-Inch	\$1.25	\$7,375.00
700	SY	Topsoil and Seeding	\$14.00	\$9,800.00
1	LS	Erosion Control	\$500.00	\$500.00
1	LS	Traffic Control & Access	\$1,500.00	\$1,500.00
		Contract Allowance for Materials and		
1	LS	Compaction Testing	\$1,500.00	\$1,500.00
Total Estimated Construction Cost				\$127,455.00
Engineering and Contingencies (8.0%)				\$10,196.40
Total Estimated Project Cost				\$137,651.40

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RECEIVED
By Gina Gresch at 3:11 pm, Oct 02, 2018

Letter Regarding Payment Offer

Thomas Heckenkamp
W260 N5120 Autumn Trail
Pewaukee, Wisconsin 53072

September 26, 2018

Gina Gresch
Town Administrator
W234N8676 Woodside Road
Lisbon, WI 53089
Phone: 262-246-6100 ext. 1003

RE: Payment Offer

Dear Gina Gresch:

This letter concerns a bill provided from a debt collection agency doing business as the Town of Lisbon Fire Dept EMS, in Wautoma, Wisconsin, and dated September 12, 2018. Please take notice that I do not do business with debt collection agencies, nor have I ever entered into any agreement with any business based in Wautoma, Wisconsin, and they have been notified to never contact me again.

The purpose of this letter is to make an offer of payment to the Town of Lisbon in support of their volunteer Fire Department EMS ambulance service which provides very valuable help to residents of the town. The bill I had received was in the amount of \$1,086.00 for transportation to the Clement J. Zablocki Veterans Affairs Medical Center in Milwaukee.

Since I only have Medicare Part A there is no insurance coverage for this service, but if there were, Medicare would only pay a percentage of the amount billed. I am willing to issue a check in the amount of \$300, which is included with this letter, in order to settle this matter in an expedient manner. If this payment amount is acceptable to the Town of Lisbon, they may process for payment the included check. If not, and you prefer to arbitrate this in a neutral venue such as a court of law, please return the check and you are welcome to proceed with that option.

Thanks again for the excellent services provided. The EMS team provided very professional and compassionate help.

Sincerely,



Thomas Heckenkamp