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

Agenda
Town Board Meeting
Town of Lisbon, Town Hall
Monday, December 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.
 - i. November 26, 2018 Town Board
 - ii. Cancel the Monday, December 24, 2018 Town Board meeting due to the holiday
 - iii. Operator's Licenses
5. **Approval of Bills.**
6. **Announcements/Correspondence.**
 - Meeting Schedule
 - Email from resident complimenting Advanced Disposal's refuse/recycling service
 - 2018 Treasurer's Property Tax Collection Letter
 - Waukesha County Sheriff's Department Press Release - Burglaries to Residences in the Village of Sussex and Town of Lisbon
7. **Department Reports - Presentation of activity statistics and recently attended meetings.**
 - Parks Department
 - Public Works Department
 - Building Inspector
 - 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 on the 2019-2020 Vierbicher contract.
- B. Discussion and necessary action on the Lannon Intermunicipal Agreement.
- C. Discussion and necessary action on the Lannon Interceptor Capacity Agreement.

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.



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REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Consent Agenda Items

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, December 6, 2018

RECOMMENDATION:

Approval of the Consent Agenda items.

EXPLANATION:

- i. **Town Board Meeting Minutes**
 - November 26, 2018
- ii. **Cancel the December 24, 2018 Town Board meeting.**
- iii. **Operator's Licenses**
 - Christina Corbitt, Fairways of Woodside
 - Mackenzie Ann Nagel, Kwik Trip

**Agenda
Town Board Meeting
Town of Lisbon, Town Hall
Monday, November 26, 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, Town Administrator. Absent: Dan Green, Town Clerk.

Comments from citizens present. None.

Consent Agenda.

- October 29, 2018 Special Town Board
- Waukesha County Sheriff's Department 2019 Police Services & Transcription Contracts
- 2019 Waukesha County Community Assistance Planning Services Contract
- Civic Systems Software Hosting Contract
- Barnwood Letter of Credit Reduction as recommended by Engineer John Stigler
- Operators Licenses
- Reflective Address Numbers Trade-In/Sale

Motion by Supervisor Beal to approve the Consent Agenda for items 1-7. Seconded by Supervisor Plotecher. Motion carried, 5-0.

The board discussed giving the reflective address numbers at no cost to residents. Due to the cost that would be incurred by the Town (\$25,000 - \$30,000) that was reconsidered. The Fire Chief discussed that these numbers work much better if they are placed in the correct location and are compliant with our code. The board also discussed having fire number addresses posted on signs and reviewed what some other municipalities were doing.

Motion by Supervisor Moonen to postpone consent agenda item #7, for future research and discussion. Seconded by Supervisor Beal. Motion carried 5-0.

Approval of Bills.

Motion by Supervisor Plotecher to approve the November 21, 2018 check register as presented. Seconded by Supervisor Moonen. Motion carried, 5-0.

Announcements/Correspondence.

- Meeting Schedule

Chairman Osterman reviewed the list of upcoming Town meetings.

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

Fire Department – Chairman Osterman stated Chief Brahm attended various meetings in October and he reviewed the monthly department statistics.

Town Administrator - Each year, the Town completes a Worker's Compensation Policy Audit which compares the actual to the estimated payroll and takes into consideration the reduced modification rate. This year's audit resulted in a \$29,006 premium refund with our prior company, Bitco/Horton. We originally

paid \$64,056 so our actual premium for September 2017 to September 2018 is \$35,050. We should be receiving this refund by the end of the year.

The dog license renewal letters were generated with our new accounting software, which includes a dog licensing module. The person in charge of conversion was able to program the letter to have ALL licensed dogs per owner on ONE letter, rather than one letter per dog. We started mailing renewal letters Wednesday, November 21 and the rest will go out Monday, November 26. There are 830 licensed dogs in the Town and 657 renewal letters were mailed. Also, the new 2019 dog license tags picked up so we are ready to start issuing 2019 dog licenses. We already received a couple of renewal payments online using the credit card system.

There is money left in the Town Hall/Office Upgrade account/carry-over funds and the next project Clerk Green and I will be working on is the A/V Upgrade. We will present three quotes and a recommendation to the Town Board in early 2019. Based on my experience with these upgrades at the last two municipalities I worked for, I'm anticipating this costing about \$10,000. I'm estimating a basic upgrade would include new cameras, a ceiling mounted projector, additional microphones, ceiling mounted speakers, upgrading the cable lines and wires, upgrading the Channel 14 computer and getting it back online, adding a sound mixer with abilities to control the microphones from a tablet/computer, and hopefully get the capability to stream live to YouTube which will also save/archive the meetings for playback online at any time. Please let us know if there's anything else the Town Board would like to see upgraded/quoted, or we can put this on the December 10 agenda for discussion before reviewing quotes.

Town Clerk - Candidate Packets are available for offices expiring in 2019. These offices include Supervisor #2, Supervisor #4 and the Town Chairman. The first day to circulate nomination papers is Saturday, December 1st and Nomination Papers as well as the Declaration of Candidacy and Campaign Finance Registration Statements are due by 5:00 PM on Wednesday, January 2, 2019. Please also keep in mind that the deadline to file a notification of non-candidacy is 5:00 PM on Friday, December 21, 2018. Hard copies of these forms have been placed in the current Town Board member's mailboxes and copies are also available at town hall or to download on the Town's website. The packet includes instructions for filing nomination papers as well as important deadlines. If you have any questions or concerns, please contact the Town Clerk.

Supervisor's Reports.

Supervisor Beal – Sanitary meeting discussing renewing contracts. Efficient and financially prudent to choose the best one.

Supervisor Gamiño – Park Committee meeting, new idea for new festival – community fest in 2019, proposed date June 22 11am to 4pm – bring in maybe food truck, beer truck, games, music, community picnic. Dates for Winterfest Feb 9 1-4pm, Easter April 13, cancelled December meeting.

Unfinished Business.

New Business.

Discussion and necessary action on Resolution 06-18, "Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 1, Town of Lisbon, Wisconsin".

Jon Cameron from Ehlers gave a presentation about the proposed TIF and a TIF 101 to the Town Board. Creation began October 1 with JRB meeting. The final JRB meeting is to vote yes or no on creating the district. A public hearing was held at the October 11 Plan Commission meeting where the Commission

established boundaries. Tonight's meeting is to create the district and is the official approval date. From a planning standpoint, the creation of the district allows the Town to recover expenses from all taxing entities. The district is mixed use suitable for commercial industrial and some new residential but limited to 35% of the district by area. The maximum life of the TID is 20 years. The sooner the board closes the sooner the town will return the full value to the roll and the sooner everyone benefits from the new development. This land wouldn't be developed "but for" this TIF and significant infrastructure improvements. The area is in need of redevelopment and this is a fantastic chance to jumpstart development in this area. Mr. Cameron reviewed the whole plan explaining how the increment works.

Motion by Chairman Osterman to adopt Resolution 06-18, "Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 1, Town of Lisbon, Wisconsin". Seconded by Supervisor Moonen. Motion carried, 5-0.

Discussion and necessary action on the 2018-2020 Baker Tilly Auditing Services Contract.

Administrator Gresch reviewed the contract with the attorney who had minor concerns but is standard auditor language.

Motion by Supervisor Moonen to approve the 2018-2020 Baker Tilly Auditing Services Contract. Seconded by Supervisor Beal. Motion carried, 5-0.

Discussion and necessary action on request by the Town Treasurer to write-off uncollectable personal property tax debt.

Treasurer Amy Buchman is requesting that \$3,249.13 in personal property taxes. The first two (Market & Sons and T Steffen) are currently in collections but we are past the statute of limitations to collect. The last 4 (JRG Fitness, Peak Gain Wireless, Rawson Contractors, and Tree Masters) were all from 2016 and closed since. We were not aware that these were no longer in business during the Feb 2 – Apr 1 window to file for a chargeback. We are looking at a better way to find out when these businesses close so that we can take advantage of the chargebacks.

Motion by Supervisor Gamiño to approve the request by the Town Treasurer to write-off uncollectable personal property tax debt 3249.13. Seconded by Supervisor Plotecher. Motion carried, 5-0.

Discussion and necessary action to approve the 2019 Town of Lisbon Budget as adopted by the electors on Wednesday, November 14, 2018 with a levy amount not to exceed \$4,168,181.

Motion by Chairman Osterman to approve the approve the 2019 Town of Lisbon Budget as adopted by the electors on Wednesday, November 14, 2018 with a levy amount not to exceed \$4,168,181. Seconded by Supervisor Beal. Motion carried, 5-0.

Discussion and necessary action on the recommendation from Plan Commission to approve the Certified Survey Map for Jeff Stolz, for the property located at N56 W27476 Lisbon Road, LSBT 0264.998.

There are two parts to this application, a rezone that was approved at the last Board meeting and the CSM. The CSM had changes that needed to be made before Town Board approving. Administrator Gresch explained she is waiting for written confirmation from Planner Lindstrom that there are no other changes that need to be made to the CSM.

Motion by Chairman Osterman to approve the recommendation from Plan Commission to approve the Certified Survey Map for Jeff Stolz, for the property located at N56 W27476 Lisbon Road, LSBT 0264.998. Seconded by Supervisor Gamiño. Motion carried, 5-0.

Discussion and necessary action to re-adopt Ordinance 10-18, An Ordinance Repealing Chapter 11, Section 4(a) Through (g) and Creating Section 4(a) Through (l) of the Zoning Code of the Town of Lisbon Relating to Issuance of Conditional Use Permits.

Administrator Gresch reviewed some minor changes that Waukesha County recommended. This was approved at a previous Town Board and Plan Commission meeting and a public hearing was held at the Plan Commission.

Motion by Supervisor Moonen to re-adopt Ordinance 10-18, An Ordinance Repealing Chapter 11, Section 4(a) through (g) and Creating Section 4(a) through (l) of the Zoning Code of the Town of Lisbon Relating to Issuance of Conditional Use Permits, and recommendation to Waukesha County of the same. Seconded by Supervisor Beal. Motion carried, 5-0.

Discussion and necessary action on Advanced Life Support Agreement between the Town of Lisbon Fire Department and Richfield Volunteer Fire Company.

Chief Brahm stated the support agreement between us and Richfield Volunteer Fire Company allows our ambulance billing company bill the patient one time and then split up the revenue between us and Richfield. The town had a similar agreement with Hartland. If Richfield gets an ALS call in Richfield and uses their people but uses our LQ for billing, the town gets 15%. If the town has to go there to intercept we get 50% of the revenue. If the Town does just a mutual aid or transport call they do the billing and get 100% of the money. The Town attorney has reviewed the agreement and recommends approval.

Motion by Chairman Osterman to approve the Advanced Life Support Agreement between the Town of Lisbon Fire Department and Richfield Volunteer Fire Company. Seconded by Supervisor Moonen. Motion carried, 5-0.

Adjournment.

Motion by Supervisor Gamiño to adjourn the Monday, November 26, 2018 Town Board of Supervisors meeting at 7:30 PM. Seconded by Supervisor Moonen. Motion carried, 5-0.

Respectfully submitted,

Gina C. Gresch, MMC/WCPC
Town Administrator



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REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Approval of Bills

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, December 6, 2018

RECOMMENDATION: Approval of Bills

EXPLANATION

At the time of packet completion, the accounting software upgrade hasn't fully loaded all of our data to the server, so we are unable to generate a check register yet. We are hoping they finish the upload sometime on Friday, December 7 and if they do, Deputy Treasurer Sharon can email you all a copy.

However, there is a chance they won't have it ready until Monday, but they do know that we need it done ASAP for check approval. Thank you for understanding.

Thank you.



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

Wednesday, December 05, 2018

Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures and elections from **December 11, 2018 through December 31, 2018** at the Town Hall, W234N8676 Woodside Road, unless indicated otherwise.

Wednesday, December 12	Sanitary District Committee at 7:30 P.M.
Thursday, December 13	Plan Commission at 6:30 P.M.
Monday, December 24	CHRISTMAS EVE - CLOSED
Tuesday, December 25	CHRISTMAS DAY - CLOSED
Monday, December 31	NEW YEARS EVE - CLOSED

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)

Gina Gresch

To: 'Scott & Candi Brueggemann'
Subject: RE: Garbage Pickup

-----Original Message-----

From: Gina Gresch <ggresch@townoflisbonwi.com>
Sent: Thursday, November 29, 2018 10:48 AM
To: 'Scott & Candi Brueggemann'
Subject: RE: Garbage Pickup

Good Morning Scott and Candi!

Thank you for your email. I'm so glad to see you are happy with the service. You'll be pleased to know we are in our contract through 2024!!

Happy holidays!!

Gina C. Gresch, MMC/WCPC
Town of Lisbon Administrator
Waukesha County
262.246.6100 x1003
ggresch@townoflisbonwi.com
www.townoflisbonwi.com
Population: 10,369

-----Original Message-----

From: Scott & Candi Brueggemann
Sent: Thursday, November 29, 2018 9:25 AM
To: ggresch@townoflisbonwi.com
Subject: Garbage Pickup

I read the news article about how our cost of garbage pickup is higher than in neighboring communities...I DON'T CARE! In fact, the difference in cost between Lisbon & Sussex, amortized by 52 pick-ups per year, makes our extra payment for them coming up the driveway well worth it.

PLEASE DO NOT CHANGE THIS! Curbside pickup might be more economical, but MUCH less convenient, especially for those with long driveways and/or who are physically constrained. In addition, garbage containers out at the streets of Sussex are still, to me, very unsightly. In fact,

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I often feel like I'm in a back alley of the inner city while driving through certain subdivisions on garbage day!

In short: I'm very happy with our garbage pick-up as it is. Please do not change it. Thanks for listening.



TOWN OF LISBON TAX COLLECTION 2018-2019
Amy Buchman - Treasurer

Enclosed is your 2018 Property Tax Statement. Please **MAKE CHECKS PAYABLE TO: Town of Lisbon Treasurer**. If you are sending an escrow check, please make sure that all parties listed endorse the check. The full amount or the first installment is **due by Thursday, January 31, 2019** to the Town of Lisbon. The Waukesha County Treasurer collects the second installment which is due by Wednesday, July 31, 2019. Please allow up to three weeks to receive your tax receipt in the mail. Processing times vary if payments were made via credit card, at the bank, or mailed in the blue envelope. Receipts **WILL** be mailed.

2018 PROPERTY TAX PAYMENT OPTIONS

MAIL PAYMENT

- 1) Make checks payable to: Town of Lisbon Treasurer.
- 2) Use the enclosed blue envelope to send your payment.

PAY ONLINE

- 1) Payments can be made by Credit Card with a 2.75% convenience fee or by Electronic Check with a \$1.00 convenience fee.
- 2) Go to: paymentservicenetwork.com. You can pay online without having to create an account.

Enter Business ID: RT25062, then click on "Make a Payment".

PAY IN PERSON AT ANY WAUKESHA STATE BANK LOCATION

- 1) **NEW THIS YEAR** - Refunds can be issued up to \$500 at any Waukesha State Bank.

*If the check is made out to one party, a cash refund is given **immediately**.
 If the check is made out to two parties and BOTH parties are present, a cash refund is given;
 otherwise if only one party is present they will be issued a bank check.*



- 2) The closest branch is the Sussex location at **W249N6688 HWY 164** and its hours are as follows:

<u>Lobby Hours</u>	<u>Drive Up Hours</u>
Monday – Friday 9:00 am - 5:00 pm	Monday – Friday 8:30 am - 6:00 pm
Saturday 9:00 am - Noon	Saturday 9:00 am - Noon

Please call 262-246-0442 for their holiday hours.

PAY IN PERSON AT THE TOWN HALL

- 1) **NEW THIS YEAR** - Credit Cards are now accepted at the counter. Please note there is a 2.75% convenience fee.
- 2) Refunds will be issued within 30 days after the payment is posted by the Town of Lisbon. Checks will not be issued for refunds under \$1.00; you may pick that up at the Town Hall.
- 3) The Town Hall is located at **W234N8676 Woodside Road** and its hours are as follows:

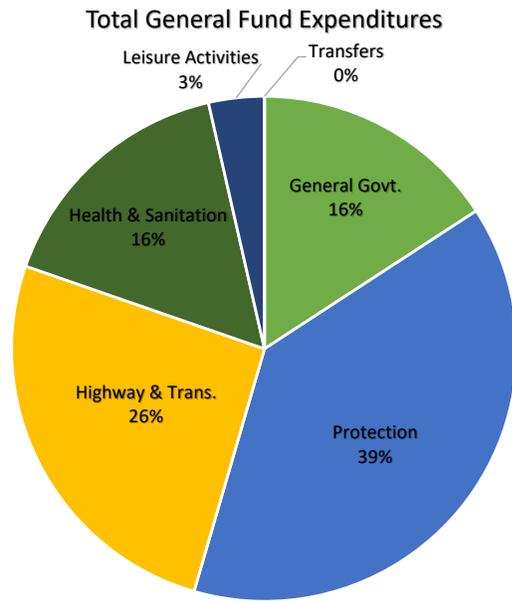
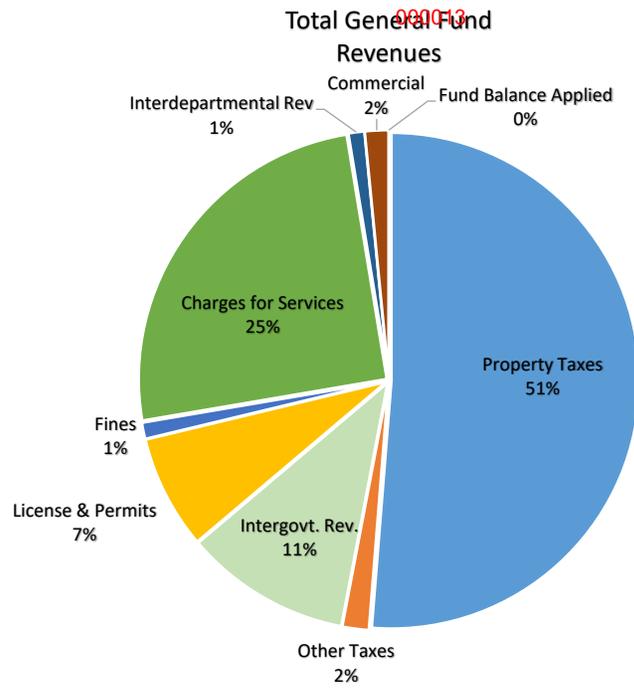
<u>Tax Collection Hours</u>
Monday - Friday 9:00 am - 4:00 pm

- 4) Town Hall will be **CLOSED** on the following dates:

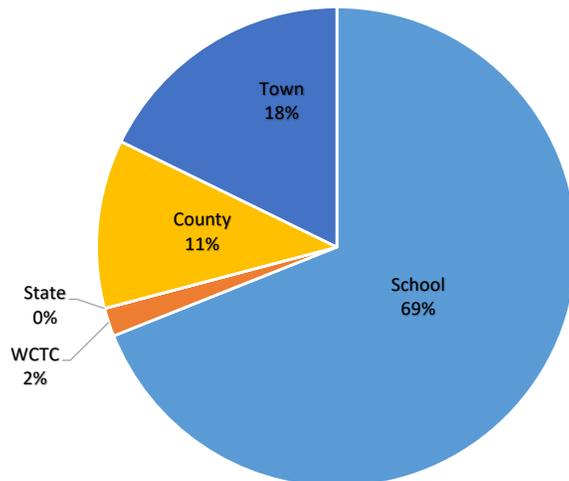
Mon, Dec 24, 2018 **Tues, Dec 25, 2018** **Mon, Dec 31, 2018** **Tues, Jan 1, 2019**

PLEASE NOTE THE FOLLOWING:

- The Town of Lisbon honors the postmark date. If your tax payment has a postmark of December 31, 2018, it will be received as a 2018 payment.
- Payments dropped in the drop box outside of Town Hall on December 31 or prior will be received as a 2018 payment. Payments dropped off on January 1 or after will be received as a January 2019 payment. No cash payments should be left in the drop box!
- You may view your tax bill and print a receipt online by visiting <http://tax.waukeshacounty.gov/>. Enter the address or tax key number (no dashes or spaces). The most up to date 'Tax Paid' information is on this site and there is usually a 2-3 day delay from when the payment is received at Town Hall to when it shows 'Paid' on the website.
- **Lottery Credit** – the only time a property owner can claim the lottery credit at the municipal level is during tax collection season. At any other time, homeowners that wish to claim or remove a lottery credit should contact the Waukesha County Treasurer's Office at 262-548-7029.

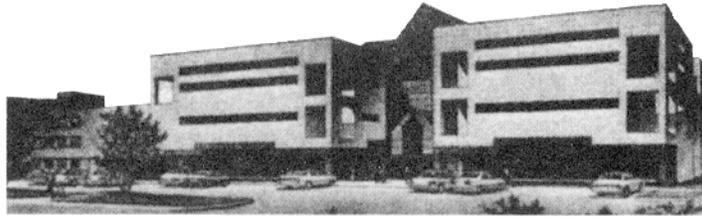


2018 Tax Rate Distribution





OFFICE OF THE SHERIFF



515 W. Moreland Blvd.
Box 1488
Waukesha, WI 53187

Waukesha County Jail
Box 0217
Waukesha, WI 53187

Waukesha County Huber
1400 Northview Road
Waukesha, WI 53188

ERIC SEVERSON, *Sheriff*

December 5, 2018

Burglaries to Residences in the Village of Sussex and Town of Lisbon

We have recently had a series of burglaries to residences in the Village of Sussex and Town of Lisbon. We are actively investigating these occurrences and pursuing all leads. We encourage you to remain alert and aware of your surroundings. As always, keep your residence secured at all times and your valuables locked in a safe place. Please report any suspicious behavior immediately by calling Waukesha County Communications at (262) 446-5070.

Waukesha County Sheriff's Office is requesting your assistance in helping to identify a possible person of interest in these incidents. Please see the picture.



Captain Lisa M. Panas
Director of Police Services
Village of Sussex, Town of Lisbon, Village of Merton
(262) 246-0939

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An Accredited Law Enforcement Agency

PIO CONTACT: Lt. Phil Carini 262-896-8119 or Shift Supervisor 262-548-7122

Administration: 262-548-7126 Records: 262-548-7156 Process: 262-548-7151 Jail: 262-548-7170 Huber: 262-548-7181 Fax: 262-548-7887



2018 PARKS NOVEMBER/DECEMBER REPORT

TOWN BOARD & PARK COMMITTEE

Park Staff duties:

- Seasonal maintenance on park equipment and trucks (oil changes, greased, wash, repairing defective or broken parts, fixing electrical problem)
- Removal of 5 large ash trees in Plainview Parkway and 3 Box elder tree's in Community Park
- Clearing out several planting beds throughout the park system
- Staff is performing snow removal operations as needed
- Working on cleaning up and reorganizing park department's maintenance shops
- Working to correct leaking problems with the LCP ice rink and starting to add water as weather permits (target date for opening ice rink weather permitting is week of 12/24/2018)
- Wrapping up smaller park projects before the snow flies
- Repaired solar light on the sled hill in LCP
- Making 25 bird house kits for winter fest

Park Superintendent has being working on:

- Working on 2018/2019 Town sponsored family events.
- Order and took delivery of playground equipment for Lisbon Oaks Park. (To be installed in 2019)
- Placed the Scag mower on the Wisconsin surplus auction site, (sold for \$5,875)
- John preparing a 2019 Stewardship grant for Lake Five Road Pathway.
- Is currently working on the Lake 5 Road Bike Path with the DPW
- Attending department head and park board and town board meetings as needed.
- John attended the WPRA Conference in November.
- Prepared employee payroll, monthly park reports, grants and answering emails/phone calls that came in pertaining to the park department

Submitted by:

John Greiten

Lisbon Park Superintendent

NOVEMBER 2018 DPW MONTHLY REPORT



TOWN BOARD & ADMINISTRATOR,

- Staff spent a good portion of the month prepping trucks for the upcoming winter season.
 - Staff hung the plows and wings on all trucks.
 - Staff spent time dry running their plow routes and marking out hazards.
 - Staff pounded posts for snow fence and hung all snow fence.
 - Staff spent a day anti-icing the roads ahead of a snow event.
 - Staff was out 5 times throughout the month for snow plowing and de-icing operations.
 - Staff put up and took down all the voting equipment at the 3 polling locations for the November election.
 - Staff started on our tree cutting list which we will be working on throughout the winter months as time permits.
 - Staff continued to push up material dropped off at the compost site.
 - Staff continued preventative maintenance on vehicles and equipment when due and when time permitted.
-
- I attended the monthly WCPWA luncheon and Dept. Head meeting.
 - I held the annual plower's meeting with all the full time and part time plow truck drivers in attendance.
 - I attended the annual Budget Meeting at the Richmond Fire Station.
 - I met with Waukesha County storm water engineering to go over the proposed new location for the compost site.
 - I spent a lot of time this past month in the shop helping to prep trucks for winter and helping out in the field on various projects including snow fence and tree work.

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



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BUILDING INSPECTOR REPORT

PREPARED BY: Bryan Oelhafen, Building Inspector

REPORT DATE: Thursday, December 5, 2018

	2017	2018	
	JANUARY - NOVEMBER		DIFFERENCE
TOTAL PERMITS	741	694	-47
TOTAL NEW HOME PERMITS	30	33	3



ADMINISTRATOR REPORT

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, December 6, 2018

NEWSLETTER REVAMP

During the last year and last couple of newsletters, there has been talk of revamping it, both content and how it is printed and what it is printed on. What would the Town Board members like to see in an updated newsletter? We get comments that it's the same information each time, just changing the years/dates. What does the Town Board want to see? Would the Town Board mind if we put out a small questionnaire during tax time, on the website and Facebook page asking the residents what they'd like to see?

TAX COLLECTION

The Treasurer's Tax Collection letter and hours have been posted on the website and Facebook page. As of the time of packet publication, we haven't received word from Waukesha County that the taxes have been posted online or mailed. We do know we are in the printing queue and they will be mailed on or by December 10, so we are still right on track with our usual timing for mailing. Treasurer Buchman is all set up to receipt taxes as the counter (smaller window).

2018 WRAP UP & LOOKING FORWARD TO 2019 PROJECTS

The Town Board and Town Staff accomplished a lot in 2018 and are thankful for the Town Board's support of those improvements. We have a number of projects coming up in 2019 we are working on in the Clerk's Office. The AV equipment upgrade, personnel manual, Engineering RFP, Accounts Payable Purchasing Card Program, scanning large format maps to the server to complete digital tax key files, and of course continuing to improve our processes with the new accounting software. All Town Hall staff went to training on the software for a few days over the last few weeks and everyone is very impressed with it and we again, thank the Town Board for approving the purchase.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Proposed Vierbicher Professional Service Agreement

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, December 6, 2018

RECOMMENDATION: Approve the Vierbicher Professional Service Agreement

EXPLANATION

Planner Lindstrom submitted a proposed three-year contract for the Town Board's consideration. Clerk Green and I have reviewed the contract and the changes are as follows:

2018's Section 4.4 Compensation Adjustments:

"Up to 50 hours/year at \$90/hour special rate general planning and zoning hours can be used at the Town's discretion. We recommend these hours be used for tasks or items that cannot be billed back to an applicant (trainings, meetings, research, etc)."

2019 - 2021's Section 4.4 Compensation Adjustments:

"Up to 75 hours/year at \$90/hour special rate general planning and zoning hours can be used at the Town's discretion. We recommend these hours be used for tasks or items that cannot be billed back to an applicant (trainings, meetings, research, etc). It is likely these will be used for Staff, Plan Commission, JPC and other Town meeting attendance, preparation and travel."

Attachment A: Rate Schedule:

Support Staff Available:

Planners	\$75.00 - \$120.00/hr (Prior \$75 - \$115/hr)
Project Engineers	\$85.00 - \$130.00/hr (Prior \$85 - \$120/hr)
Landscape Architect	\$100.00-\$115.00/hr (Prior \$105/hr)
Surveyors	\$85.00 - \$130.00/hr (Prior \$75 - \$110/hr)
Technicians	\$75.00 - \$95.00/hr (No Change)
General Administration	\$65.00/hr (Prior \$60/hr)

The contract was not sent to Attorney Gutenkunst as these were the only changes in the contract; prices and giving the Town more hours at a reduced rate. I recommend approval. Thank you.

MASTER PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT ("Agreement") is made as of _____ by and between the TOWN OF LISBON (the Client) and VIERBICHER ASSOCIATES, INC. (the Consultant), which agree as follows:

SECTION I -SERVICES TO BE PERFORMED

1.1 Scope of Services.

Consultant shall perform or furnish planning and economic development services, and serve as a resource and liaison, to the Client pursuant to this Agreement and individual project Professional Service Agreements issued by the Client to Consultant. Consultant may also perform or furnish engineering and surveying services upon request by the client pursuant to this Agreement and individual project Professional Service Agreements issued by the Client to Consultant.

1.1.1 For day-to-day activities, Consultant shall provide services authorized by the Client. These services may include planning, economic development, engineering, or surveying. Day-to-day services are intended to provide technical support to Client staff, review applications, review proposed development projects, assist the Client by responding to daily needs, and attend meetings. The compensation for day-to-day services will be on a time and expense basis as outlined in Section IV of this Agreement and based on Attachment A – Rate Schedule.

1.1.2 Anticipated day-to-day services may include:

- General planning and zoning consulting as directed on an as-needed basis.
- Prepare staff reports for Plan Commission meetings well in advance of their schedule date.
- Attend all scheduled Plan Commission Meetings.
- Coordinate matters and questions raised by the Plan Commission, Town Board, town staff and town attorney.
- Prepare related resolutions and ordinances as directed by the Plan

Commission or Town Board for Town Attorney review.

- Update Town maps as needed.
- Advise the Town Board and Plan Commission on amendments to appropriate sections of the Municipal Code, Zoning Code and Land Use Plan.
- Assist the Town in responding to the needs of Town residents.
- Attend any Board of Appeals, Town Board or other meetings as requested.
- Review signage applications.
- Review correspondence sent to the Town by various agencies and report the information to the Plan Commission.
- Provide plan review, consultation and attendance at hearings and any other service to developers and petitioners in the Town to assure compliance with Town codes.
- Review and consult on items related to new development proposals, subdivision plats/plans, certified survey maps, conditional use permits, variance requests, rezone requests, land division requests, and planned unit developments.
- Provide educational training efforts to the Plan Commission or other bodies related to changes in the state statues or land use case law.
- Conduct ongoing meetings with staff to review the number of plats/CSMs, site plan reviews, rezoning/CUP requests, comprehensive plan amendment requests, signage reviews, design reviews, miscellaneous applications, and general resident inquiries.

1.1.3 When specific projects are implemented by the Client, a Professional Services Agreement



(PSA) shall be executed by Consultant and the Client. The PSA shall include the project scope, schedule, fee and designated responsible parties. The compensation for specific project services will generally be based upon a fixed fee as outlined in Section IV of this Agreement and the PSA.

1.1.4 Consultant intends to serve as the Client’s professional representative for those services as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by Consultant for the Client are rendered on the basis of experience and qualifications and represent the professional judgment of Consultant. However, Consultant cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

1.1.5 In conducting the services, Consultant shall apply current professional, planning, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The Client acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later established standards.

1.2 Authorization of Services.

1.2.1 For day-to-day activities, the authorization to provide services shall come from the following Client officials:

- Town Administrator
- Department Heads (For Respective Department Projects)

1.2.2 For specific project services, written PSAs shall define the task requested, including the specific scope of services to be performed, the schedule, the basis for payment (if other than as defined in this Agreement), and special terms and conditions (if other than as defined in this Agreement). When requested by the Client, Consultant shall prepare draft PSAs and submit them to the Client for review and execution. Each PSA shall be executed

by the authorized representatives of Consultant and the Client designated in this Agreement. Each PSA shall be deemed to incorporate the terms of this Agreement.

1.2.3 The Client’s authorized representative may orally authorize Consultant to begin furnishing services. Within five (5) business days thereafter, Consultant shall submit to the Client a written PSA, as described immediately above, which shall confirm the oral PSA and provide for mutual execution by the parties. Such PSA will be deemed executed if not returned with comments within two (2) business days thereafter. If the Client disagrees with the terms or scope of written PSA, the verbal PSA shall be deemed rescinded and all work pursuant thereto shall be discontinued until the parties have reached agreement on the terms of a written PSA.

1.3 Limit of Cost for Professional Services.

PSAs shall not call for professional services whose cost would exceed budgeted amounts already approved by the Town Board Council, as determined by the Town Administrator. Projects not within budgeted amounts shall be brought to Town Board Council for approval, before a PSA shall be issued.

1.4 Consultant’s Authorized Representative.

Daniel J. Lindstrom shall act as Consultant’s representative with respect to the services to be performed or furnished. Daniel will have complete authority on behalf of Consultant to transmit instructions, receive information, and interpret and define Consultant’s policies and render decisions for Consultant with respect to services. Kurt R. Muchow shall act as Project Principal. Alternate representatives proposed by Consultant or the Client shall be subject to the approval of the Town Administrator.

1.5 Projects May be Performed by Consultant (via individual PSAs):

1.5.1 Planning and community development projects including: public funding/grant applications, tax increment districts,



neighborhood planning, downtown redevelopment planning, etc.

1.5.2 Capital Improvement Planning and annual budgeting.

1.5.3 Other budgeted projects as Identified by Town Administrator and/or Department Heads.

1.6 Plans, Drawings, Maps and Other Documents Produced.

All documents developed as a result of this Agreement are instruments of service with respect to this project. Consultant shall retain an ownership and property interest therein, including the right of reuse, whether or not the project is completed.

Client shall have the unrestricted right to make, retain, use, publish and/or provide to the public or any third party copies of any such documents as if the documents constituted work made for hire. It is expressly intended by the parties that no document which the Client has paid Consultant to produce shall be subject to any copyright or other protection from unlimited copying and use by the Client or persons acquiring the documents through the Client.

Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of this project or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability exposure to Consultant from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom, except as to any errors or omissions for which Consultant would be liable without regard to the secondary use of the documents. If there is a discrepancy between the electronic files and the hard copies, the original hard copies govern.

1.6.1 Consultant shall maintain copies of all plans, maps, reports, drawings, computations or other documents generated pursuant to any the day-to-day and PSA projects, and make copies thereof available to the Client upon

request. Digital copies shall be provided in any format requested by the Client (if Consultant has access to the necessary facilities to convert the data into the requested format) at any time, at Consultant's actual cost of converting and/or supplying paper or digital copies. Consultant shall not destroy its last remaining copy of any such document without first offering it to the Client for safekeeping.

SECTION II - THE CLIENT'S RESPONSIBILITIES

2.1 Client's Responsibilities.

The Client, at its expense, shall do the following in a timely manner so as not to delay or hinder Consultant in its furnishing of services:

- 2.1.1 Furnish Consultant with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to each PSA, upon request. Unless otherwise specified in the day-to-day and PSA projects. Consultant may rely upon information furnished by the Client's authorized officers and employees without independent verification.
- 2.1.2 Provide all criteria and full information as to Client's requirements including objectives and constraints, performance requirements, and budgetary limitations.
- 2.1.3 Assist Consultant by furnishing all available information pertinent to the day-to-day and PSA projects upon request.
- 2.1.4 Schedule and properly notice public meetings. Assist with arranging other meetings deemed necessary for the implementation of projects. These meetings may include meetings with agencies, land owners, concerned citizens, etc.
- 2.1.5 Take reasonable steps to arrange for access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform its work under the day-to-day and PSA projects.
- 2.1.6 Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that



significantly affects the scope or time of performance or furnishing of Consultant’s services, or any defect or nonconformance in Consultant’s services or in the work of any Contractor.

2.1.7 Furnish data in the Client’s possession prepared by others to Consultant, including without limitation, any existing exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, land surveys, laboratory material tests and other special items together with any existing professional interpretations of the foregoing.

2.1.8 Examine studies, reports presented by Consultant, and render, in writing, decisions pertaining thereto.

2.1.9 Consultant shall not be responsible for the accuracy and completeness of data furnished by the Client, including, but not limited to, computations, record drawings, and maps furnished by the Client.

2.2 Client’s Authorized Representative.

The Client’s Authorized Representative under this Agreement shall be the Town Administrator, or his/her designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define Client’s policies and decisions with respect to Consultant’s services under this Agreement.

SECTION III - PERIOD OF SERVICES

3.1 Completion of Services.

The services called for in each PSA shall be completed according to a scope and schedule agreed upon by the Client and Consultant. Any changes in scope or schedule shall be subject to mutual agreement between Client and Consultant.

3.2 Term of Agreement.

The initial term of this Agreement shall commence as of the date set forth above, and shall expire on December 31, 2021. A

new Master Services Agreement shall be submitted to the City no later than November 15th for work to be complete in the subsequent year. Attachment A, Rate Schedules. Client shall be given not less than thirty (30) days written notice of the revised rates before they take effect.

3.3 Termination of Agreement.

Either party has the authority to give written notice of its intention to terminate or amend the Agreement by giving at least thirty (30) days prior written notice to the other party.

SECTION IV – COMPENSATION

4.1 Day-To-Day Services.

Compensation for day-to-day services will be based on a time and expense basis using the terms outlined below and the rate schedule on Attachment A.

4.2 Specific Project Services.

Compensation for specific project services will generally be based upon a fixed fee using the terms outlined below and the PSA issued for the specific project. In the event the scope of a project, or portion of a project, cannot be defined well enough to provide a fixed fee, the compensation will be based on a time and expense fee. In these cases the PSA issued for the specific project will include an estimated fee and the charges will be based on the rate schedule on Attachment A.

4.3 Compensation Terms.

4.3.1 Charges for planning, zoning and other requested qualified services will be based out of Consultant’s office located in Pewaukee.

4.3.2 Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or, as otherwise negotiated.

4.3.3 The fees assume that the work will be completed within the schedule set forth in the PSA or agreed upon by both parties. If significant delays to the project occur, which are not due to the negligence of Consultant, e.g. decisions of Client, regulatory approvals,



deferrals to the next calendar year, etc. Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

The above reduction in fees will be applied to invoices for the requested completed work.

SECTION V – MISCELLANEOUS

- 4.3.4 Day-to-Day support reimbursable expenses are listed rate schedule on Attachment A.
- 4.3.5 PSA Reimbursable expenses, e.g, printing, photocopying, mileage (over 50 miles) etc., are to be included in the PSA fixed fees.
- 4.3.6 When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring costs, if possible.
- 4.3.7 Invoices are submitted monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Time and expense fees will be submitted on the basis of actual time and expense incurred in accordance with Attachment A.
- 4.3.8 Invoices are due upon receipt. For invoices not paid after 90 days, interest will accrue at the rate of 1 ½% per month.

4.4 Compensation Adjustments.

It is the intent of this Agreement to develop an on-going working relationship which is mutually beneficial for both the Client and Consultant. In return for the Client sole sourcing planning and zoning services to the Consultant, the Consultant agrees to provide the following reduction in fees as outlined below:

- Up to 75 hours/year at \$90/hour special rate general planning and zoning hours can be used at the Town's discretion. We recommend these hours be used for task or items that cannot be billed back to an applicant (trainings, meetings, research, etc). It is likely these will be used for Staff, Plan Commission, JPC, and other town meeting attendance, preparation, and travel.

5.1 Insurance.

Consultant shall maintain, throughout the term of this Agreement, insurance coverage for Worker's Compensation, General Liability, and Professional Liability with limits reasonably acceptable to the Client. Consultant shall provide the Client with a certificate of insurance upon request showing the required coverage.

5.2 Entire Agreement.

This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by the terms of a PSA or other instrument in writing, duly executed by all parties.

5.3 Governing Law.

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Wisconsin.

5.4 Dispute Resolution.

In the event a dispute shall develop between the Client and Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- 5.4.1 The Client and Consultant agree to first negotiate all disputes between them in good faith.
- 5.4.2 If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association. The cost of any mediator shall be paid equally by the



parties, and each party shall be responsible for its own legal and other costs of participating in the mediation.

If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

5.5 Headings and References.

The headings used in this Agreement are for convenience of reference only, and shall not be construed to define, limit or affect in any way, the substantive terms hereof and shall not constitute a part of this Agreement.

5.6 Severability.

If any provision of this Agreement shall, under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

5.7 Certifications.

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain.

5.8 Third Parties.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims

against Consultant because of this Agreement or Consultant's performance of services hereunder.

5.9 Consequential Damages Waiver.

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

5.10 Force Majeure.

Neither party shall be deemed in default of this Agreement to the extent that any delay of failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

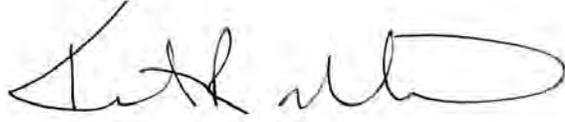
5.11 Municipal Financial Advisor Services.

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

TOWN OF LISBON

VIERBICHER ASSOCIATES, INC.



Client Authorized Representative
Gina C. Gresch, MMC/WCPC
Town of Lisbon Administrator

Vierbicher Authorized Representative
Kurt Muchow, Project Principal

Date: _____

Date: 12/04/18

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**ATTACHMENT A:
VIERBICHER ASSOCIATES, INC. RATE SCHEDULE
2019**

Section 1: Professional Staff Billing Rates

<u>Classification</u>	<u>Labor Rate</u>
Town Planner (Daniel J Lindstrom, AICP) (Client Contact/Lead Planner/Zoning Administrator)	\$125.00/hr
<u>Support Staff Available:</u>	
Planners	\$75.00 - \$120.00/hr
Project Engineers	\$85.00 - \$130.00/hr
Landscape Architect	\$100.00-\$115.00/hr
Surveyors	85.00 - \$130.00/hr
Technicians	\$75.00 - \$95.00/hr
General Administration	\$65.00/hr

Section 2: Reimbursable Expenses

<u>Description</u>	<u>Reimbursement Rate</u>
Auto Mileage (under 50 miles).....	None
Auto Mileage (over 50 miles Site Visit at Town Request)	\$0.53/Mile
<u>Copies</u>	
8.5" x 11" Color or Black/White Copies (under 50 sheets)	None
8.5" x 11" Black and White Copies (Over 50 sheets)	\$0.07/page
8.5" x 11" Color Copies (Over 50 sheets)	\$0.25 /page
11" x 17" Color or Black/White Copies (under 50 sheets sheets)	None
11" x 17" Black and White Copies (Over 50 sheets)	\$0.15/page
11" x 17" Color Copies (Over 50 sheets)	\$0.50 /page



000028

REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Lannon Intermunicipal Agreement & Lannon Interceptor Capacity Agreement

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, December 6, 2018

RECOMMENDATION:

EXPLANATION

At this time, I do not have any information on this other than the agreements in the packet. Attorney Hammes will attend the meeting to explain.

INTERMUNICIPAL AGREEMENT BETWEEN
THE VILLAGE OF LANNON AND THE VILLAGE OF SUSSEX,
THE TOWN OF LISBON,
LISBON SANITARY DISTRICT # 1
AND THE VILLAGE OF MENOMONEE FALLS

This Agreement entered upon full execution by all Contract Communities and effective retroactively to the 1st day of January, 2016, by and between the Village of Lannon, hereinafter referred to as "Lannon", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Village of Sussex, the Town of Lisbon, the Lisbon Sanitary District #1, and the Village of Menomonee Falls, all being a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter individually referred to as "Sussex", "Lisbon", "the District #1", "Menomonee Falls" and individually and together referred to respectively as "Contract Community" or "Contract Communities".

WITNESSETH:

WHEREAS, Sussex owns and operates a wastewater treatment facility which has been designated as an area wide regional treatment facility by the Southeastern Wisconsin Regional Planning Commission and the Wisconsin Department of Natural Resources.

WHEREAS, Lannon constructed an interceptor sewer system to convey wastewater from Lannon and the Contract Communities to the Sussex Wastewater Treatment Facility.

WHEREAS, the Contract Communities desire to share in the maintenance, and future costs of the Lannon Interceptor Sewer System so that wastewater may be conveyed to the Sussex Wastewater Treatment Facility.

WHEREAS, the Contract Communities and Lannon are entering into this Agreement for the joint governmental purpose of providing wastewater conveyance services to Lannon and the Contract Communities;

NOW, THEREFORE, pursuant to 66.0301 of the Wisconsin Statutes and of the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

I. DEFINITIONS

1.1 AGREEMENT. "AGREEMENT" SHALL MEAN THIS DOCUMENT TOGETHER WITH THE EXHIBITS ATTACHED HERETO.

1.2 AVERAGE DAILY FLOW. "AVERAGE DAILY FLOW" SHALL MEAN THE WASTEWATER GENERATED BY EACH CONTRACT COMMUNITY OVER THE PREVIOUS 120 DAYS DIVIDED BY 120.

1.3 CAPACITY ALLOCATION. "CAPACITY ALLOCATION" SHALL MEAN THE RIGHT TO DISCHARGE WASTEWATER TO THE LANNON INTERCEPTOR SEWER SYSTEM UP TO THE LIMITS SET FORTH IN THIS AGREEMENT.

1.4 CAPITAL COSTS. "CAPITAL COSTS" SHALL MEAN ANY PLANNING, DESIGN, MATERIALS, AND CONSTRUCTION COSTS EXCEEDING \$25,000, WITH ANNUAL INCREASES PER THE JULY CONSTRUCTION CPI.

1.5 INFILTRATION. "INFILTRATION" SHALL MEAN WATER ENTERING A SEWER SYSTEM, INCLUDING SEWER SERVICE CONNECTIONS, FROM THE GROUND, THROUGH SUCH MEANS AS, BUT NOT LIMITED TO, DEFECTIVE PIPES, PIPE JOINTS, CONNECTIONS, OR MANHOLE WALLS. INFILTRATION DOES NOT INCLUDE, AND IS DISTINGUISHED FROM, INFLOW.

1.6 INFILTRATION/INFLOW. "INFILTRATION/INFLOW" SHALL MEAN THE TOTAL QUANTITY OF WATER FROM BOTH INFILTRATION AND INFLOW WITHOUT DISTINGUISHING THE SOURCE.

1.7 INFLOW. "INFLOW" SHALL MEAN THE WATER DISCHARGED INTO A SEWER SYSTEM, INCLUDING SERVICE CONNECTIONS, FROM SUCH SOURCES AS, BUT NOT LIMITED TO, ROOF LEADERS, CELLAR, YARD, AND AREA DRAINS, FOUNDATION DRAINS, SUMP PUMPS, COOLING TOWERS, DRAINS FROM SPRINGS AND SWAMPY AREAS, MANHOLE COVERS, CROSS CONNECTIONS FROM STORM SEWERS AND COMBINED SEWERS, CATCH BASINS, STORM WATER, SURFACE RUN-OFF, STREET WASH WATERS, OR DRAINAGE. INFLOW DOES NOT INCLUDE, AND IS DISTINGUISHED FROM INFILTRATION.

1.8 INHIBITING. "INHIBITING" SHALL MEAN ANY IMPEDIMENT, BLOCKAGE, OR SIMILAR WHICH BLOCKS OR DISRUPTS THE NORMAL FLOW AND OPERATION OF THE INTERCEPTOR SEWER SYSTEM.

1.9 INTERCEPTOR (SEWER). "INTERCEPTOR" SHALL MEAN THE MAIN CONVEYANCE PIPING SYSTEM FROM POINT "A" TO THE SUSSEX TREATMENT PLANT, PER EXHIBIT "E".

1.10 MAINTENANCE COSTS. "MAINTENANCE COSTS" SHALL MEAN ANY PLANNING, DESIGN, MATERIALS, AND CONSTRUCTION COSTS THAT ARE NOT CAPTURED BY THE CAPITAL COSTS.

1.11 OPERATION COST. EXPENSES ASSOCIATED WITH ADMINISTERING A BUSINESS (INTERCEPTOR SEWER SYSTEM) ON A DAY TO DAY BASIS. OPERATING COSTS INCLUDE BOTH FIXED COSTS AND VARIABLE COSTS.

1.12 OWNERSHIP. "OWNERSHIP, OWN AND OWNERSHIP INTEREST" SHALL MEAN THE VILLAGE OF LANNON'S COMPLETE AND TOTAL RIGHTS TO THE WASTEWATER TREATMENT FACILITY AS STATED IN THIS CONTRACT. OWNERSHIP DOES NOT MEAN THAT THE VILLAGE OF LANNON HAS ANY LIABILITY EXPOSURE NORMALLY ASSOCIATED WITH PROPERTY OWNERSHIP. IT DOES MEAN THAT THE VILLAGE OF LANNON IS RESPONSIBLE FOR ITS SHARE OF THE COSTS ASSOCIATED WITH THE PLANNING, DESIGN AND CONSTRUCTION OF THE SUSSEX WASTEWATER TREATMENT FACILITY.

1.13 PEAK DAILY FLOW. "PEAK DAILY FLOW" SHALL BE THE MAXIMUM DAILY FLOW OVER A 48 HOUR PERIOD DIVIDED BY 2 FOR A STORM FREQUENCY INTERVAL OF 5 YEARS OR LESS.

1.14 RESIDENTIAL EQUIVALENT CONNECTION. "RESIDENTIAL EQUIVALENT CONNECTION (REC)" SHALL MEAN THE AVERAGE ANNUAL DISCHARGE OF A DOMESTIC WASTEWATER RESIDENTIAL UNIT. A REC SHALL BE DEFINED AS 140 GALLONS PER PERSON PER DAY OF AVERAGE DAILY FLOW AT 175 MG/L BOD, 192 MG/L TSS, 26 MG/L NH₄-N₁ AND 3MG/L P. A RESIDENTIAL UNIT SHALL BE DEFINED AS 3 PEOPLE PER UNIT.

II. GENERAL INTENT

LANNON WILL OPERATE AND MAINTAIN THE INTERCEPTOR SEWER SYSTEM TO CONVEY WASTEWATER GENERATED WITHIN THE LANNON SANITARY SEWER INTERCEPTOR SERVICE AREA. WASTEWATER COLLECTED IN LANNON AND THE CONTRACT COMMUNITIES WILL BE TRANSMITTED TO THE SUSSEX REGIONAL WASTEWATER TREATMENT FACILITY THROUGH THE INTERCEPTOR. LANNON EXECUTED THIS INTERMUNICIPAL AGREEMENT WITH THE CONTRACT COMMUNITIES, WHICH SHALL DEFINE SERVICE CONDITIONS AND COST SHARING ARRANGEMENTS BY THE CONTRACT COMMUNITIES. THE INTERMUNICIPAL AGREEMENT MAY BE UPDATED, FROM TIME TO TIME, BY MUTUAL AGREEMENT OF LANNON AND THE CONTRACT COMMUNITIES.

III. SERVICE AREA AND CAPACITY

3.1 SERVICE AREA

The Contract Communities service area shall include those lands as described in Exhibit "A". Each Contract Community shall be responsible to establish and keep current its own defined 208 sanitary sewer service area with the Southeastern Wisconsin Regional Planning Commission (SEWRPC).

3.2 CAPACITY ALLOCATION

Lannon is providing the following amounts of Capacity Allocation to the Contract Communities for the term of this agreement:

	20 Year		Ultimate Capacity Allocation	
	Avg. Daily Flow Gallons Per Day	Peak Daily Flow Gallons Per Day	Avg. Daily Flow Gallons Per Day	Peak Daily Flow Gallons Per Day
Lannon	300,000	1,200,000	780,000	3,120,000
Sussex	337,000	1,348,000	673,000	2,692,000
Lisbon	128,000	512,000	128,000	512,000
Lisbon S.D. # 1	51,000	255,000	51,000	255,000
Menomonee Falls	550,000	2,200,000	5,280,000	13,200,000

3.3 CAPACITY REALLOCATION

During the term of this Agreement, any renewal, extension or amendment thereof, a Contract Community may reallocate any portion of its unused Capacity Allocation to another Contract Community within the Lannon Sanitary Sewer Interceptor Service Area. This may be accomplished in any manner and on any terms and conditions mutually agreeable to the Contract Communities directly involved; provided, such Contract Communities identify and report to Lannon an accurate equivalent monetary price, stated on a per gallon of capacity basis regardless of the form(s) of consideration agreed upon, for the reallocation.

Except as provided below, before the reallocation of any Capacity Allocation to another Contract Community can be finalized, the Contract Community transferring away any allocation must first apply to Lannon in writing for approval of the proposed reallocation. Lannon shall have 60 days after receiving notice of such proposed reallocation to review, and approve or reject in writing the application for reallocation. Lannon may only reject a proposed reallocation for hydraulic capacity reasons except where Lannon exercises its right of first refusal, as described in the following sentence, with respect to the entire proposed reallocation. Lannon shall have a continuing right of first refusal, during the term of this Agreement, any renewal, extension or amendment thereof, to purchase the entire amount of capacity, proposed to be reallocated, calculated at the reported accurate equivalent monetary price per gallon of capacity.

In the event Lannon's notice of approval or rejection, or exercise of its option has not been delivered in writing to the Contract Community proposing to transfer away any allocation, within the 60 day period referenced above, the proposed reallocation will be deemed to have been approved.

Notwithstanding anything contained herein to the contrary, the transfer of Capacity Allocation between the Town of Lisbon and the Town of Lisbon Sanitary District #1 shall be exempt from the requirements of this section; provided however, that in the event there is a transfer of Capacity Allocation as between the Town of Lisbon and Town of Lisbon Sanitary District #1, or any other Sanitary District created within the Town of Lisbon Sanitary Sewer Service Area, the contract or other documents memorializing the transfer shall be provided to The Village of Lannon within thirty (30) days next following the execution of such documents between the stated Contract Communities. Record of such a transfer must be signed by each Contract Community participating in the capacity exchange and shall be submitted to the Village of Lannon for its signature and incorporation into this agreement as an amendment. The Village of Lannon will not execute such a document until all past billings have been paid and a written administrative process for future cost-share responsibilities, including billing address, has been drafted and agreed upon. The Village of Lannon will share such an amendment with the other transfer Contract Communities not participating in the transfer.

All transfers in capacity allocation will be recorded through an amendment to Exhibit B.

3.4 CAPACITY ALLOCATION UTILIZATION

Lannon and the other Contract Communities agree that all Contract Communities have the right to use their respective amounts of the Capacity Allocation under the terms of this agreement.

When the Capacity Allocation utilized by any Contract Community, as determined under Section 3.5 of this Agreement, exceeds 85% of the average daily flow or peak daily flow from Section 3.2, Lannon shall provide written notification of that fact to that utilizing Contract Community.

When the Capacity Allocation utilized by any Contract Community, as determined under Section 3.5 of this Agreement, exceeds 95% of the average daily flow or peak daily flow from Section 3.2, Lannon shall again provide written notification of that fact to that utilizing Contract Community.

If for any reason any Contract Community member exceeds its originally allowed Capacity Allocation, plus or minus any reallocation, that exceeding Contract Community shall immediately undertake efforts to eliminate excess use. If the excess utilization is not eliminated within 90 days after notification by Lannon, Lannon may enforce the Capacity Allocation limits as determined in Section 3.2 by any lawful means, and the exceeding Contract Community agrees to cease approving any new connections to the interceptor sewer system within its jurisdiction.

Lannon agrees to enforce capacity limitations on all Contract Communities utilizing the Lannon Interceptor sewer according to the capacity allocations listed in Exhibit B as may be adjusted due to capacity reallocations.

3.5 Flow Measurement

- A. THE ACTUAL FLOW OF WASTEWATER FROM EACH CONTRACT COMMUNITY SHALL BE MEASURED AT A WASTEWATER METERING STATION(S) WHICH SHALL BE INSTALLED TO ACCURATELY MEASURE THE TOTAL VOLUME OF WASTEWATER COLLECTED WITHIN AND FROM EACH CONTRACT COMMUNITY. EACH CONTRACT COMMUNITY SHALL TRANSMIT THE FLOW INFORMATION TO LANNON FROM ITS RESPECTIVE METERING STATION. THE METERING STATION(S) SHALL BE LOCATED SO THAT ALL WASTEWATER CONVEYED FROM EACH CONTRACT COMMUNITY TO THE LANNON INTERCEPTOR SHALL BE METERED. LANNON SHALL MAINTAIN AND REPLACE, WHEN NECESSARY, THE FLOW METER AND TELEMTRY EQUIPMENT. ALL COSTS FOR OPERATION, MAINTENANCE, AND REPLACEMENT OF THE METERING STATION AND COMMUNICATION LINES SHALL BE EACH RESPECTIVE CONTRACT COMMUNITY'S RESPONSIBILITY AND WILL BE BILLED TO THAT CONTRACT COMMUNITY BY THE VILLAGE OF LANNON. WHERE IT IS DEMONSTRATED TO THE REASONABLE SATISFACTION OF LANNON AND THE CONTRACT COMMUNITIES THAT A METER IS NOT PRACTICAL, CALCULATED FLOWS MAY BE USED FOR INDIVIDUAL LOT(S).
- B. THE METERS SHALL BE CALIBRATED EVERY SIX MONTHS BY LANNON WITH THE COST OF CALIBRATION AND ADJUSTMENT BEING PAID BY THE RESPECTIVE CONTRACT COMMUNITY. ONE ENTITY SHALL BE USED TO DO ALL METER CALIBRATIONS. EACH CONTRACT COMMUNITY SHALL BE NOTIFIED OF SCHEDULED SITE CALIBRATIONS A MINIMUM OF FIVE (5) DAYS PRIOR TO SUCH CALIBRATION.

C. FLOW METER LOCATIONS ARE DEPICTED ON THE LANNON INTERCEPTOR SCHEMATIC, EXHIBIT C.

D. FLOW CALCULATIONS ARE DEPICTED ON EXHIBIT E.

IV. SEWER SERVICE AND CHARGES

4.1 SEWER CONNECTIONS

a. In the event that a Contract Community seeks to obtain any type of approval or review of a sewer extension or design plans to connect a new subdivision or land development that may increase flow to be conveyed through the Interceptor, no review shall occur until the requesting Contract Community submits all data, calculations, drawings and information requested by the Lannon Village Engineer. Lannon Village Engineer will review the submitted data to determine there is available capacity and will review the details of the direct connection.

B. Each new connection to the sanitary sewer interceptor shall be metered unless all Contract Communities agree that flow metering is not practical as outlined in Section 3.5.A.

C. THE CONTRACT COMMUNITY SHALL FURNISH TO LANNON AS-BUILT DRAWINGS AND SYSTEM MAPS OF THE CONTRACT COMMUNITY'S CONNECTION TO THE INTERCEPTOR WITHIN 180 DAYS OF THE CONNECTION.

D. EACH CONTRACT COMMUNITY SHALL ESTABLISH PROCEDURES FOR THE INSPECTION AND APPROVAL BY A LICENSED PLUMBING INSPECTOR OF ALL INSTALLATIONS OF BUILDING CONNECTION LATERALS. SUCH LATERALS SHALL BE INSTALLED ACCORDING TO WISCONSIN STATE PLUMBING CODES AND GENERAL SPECIFICATIONS APPROVED BY LANNON. ALL BUILDING CONNECTION LATERALS SHALL BE INSTALLED BY A PLUMBER LICENSED BY THE STATE OF WISCONSIN. EACH CONTRACT COMMUNITY SHALL FORWARD TO LANNON COPIES OF THE INSTALLATION PERMITS WHICH IT HAS ISSUED DURING THE PRECEDING MONTH BY THE TENTH DAY OF EVERY MONTH. LANNON MAY CONDUCT SPOT INSPECTIONS TO DETERMINE COMPLIANCE WITH LANNON REQUIREMENTS.

E. EACH CONTRACT COMMUNITY SHALL PROVIDE LANNON WITH A COMPLIANCE REPORT CERTIFIED BY EACH CONTRACT COMMUNITY'S PLUMBING INSPECTOR, THAT ALL INDICATED CONNECTIONS WERE INSPECTED AND MADE ACCORDING TO ALL APPLICABLE STATE AND LOCAL REGULATIONS, ON A MONTHLY BASIS.

F. THE ABANDONMENT OF PRIVATE SEPTIC SYSTEM WITHIN THE LANNON SEWER INTERCEPTOR SERVICE AREA IN THE CONTRACT COMMUNITIES SHALL BE DONE BY A LICENSED SEPTIC PLUMBER AND LICENSED PLUMBER ACCORDING TO ALL APPLICABLE LEGAL REQUIREMENTS. THE CONTRACT COMMUNITY SHALL NOT PERMIT SEPTIC WASTE FROM UNCONNECTED PROPERTIES OR FROM PROPERTIES INVOLVED IN THE PROCESS OF SEPTIC SYSTEM ABANDONMENT TO BE DEPOSITED IN THE LANNON INTERCEPTOR SYSTEM. SEPTIC

AND HOLDING TANK WASTES SHALL BE TRUCKED TO THE SUSSEX REGIONAL WTF, OR ANOTHER AUTHORIZED DISPOSAL SITE, FOR DISPOSAL.

- G. COSTS INCURRED BY THE VILLAGE OF LANNON RELATED TO A SPECIFIC CONTRACT COMMUNITY'S SEWER CONNECTION OR EXTENSION SHALL BE PAID SOLELY BY THAT CONTRACT COMMUNITY. THESE COSTS GENERALLY CONSIST OF PROFESSIONAL SERVICES SUCH AS ENGINEERING AND LEGAL FEES.

4.2 RIGHT OF INSPECTION

The Contract Communities agree that Lannon shall have the right to inspect, with the cooperation of a respective Contract Community, all plumbing systems within the Lannon interceptor sewer service area. Upon the request of Lannon, a Contract Community shall apply for and obtain a Special Inspection Warrant pursuant to Wis. Stat. §66.0119 to permit inspection if consent is not given by a property owner. If, from any such inspection, it is determined by Lannon that any deleterious waste is entering the sewerage system, the user and the respective Contract Community will be notified in writing and will be required to exercise their best efforts to cease and desist immediately. In the event a Contract Community and/or the user fails to take corrective action, Lannon, or the Contract Community at Lannon's direction, shall pursue any and all legal remedies available to achieve compliance. Costs incurred by the Village of Lannon shall be paid by the Contract Community.

4.3 CLEARWATER ENFORCEMENT

It shall be incumbent upon each party to this Agreement to take the necessary steps to effect a high degree of separation and elimination of clearwater entering their systems, either through inflow or infiltration to avoid premature utilization of wastewater treatment facility capacity.

4.4 OPERATION AND MAINTENANCE CHARGES

- A. LANNON, IN CONSULTATIONS WITH THE CONTRACT COMMUNITIES, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE LANNON INTERCEPTOR SEWER. OPERATION AND MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO COSTS/EXPENSES INCURRED BY LANNON FOR PROFESSIONAL SERVICES FOR PLANNING, REVIEWING REQUESTS FROM THE CONTRACT COMMUNITIES, INCLUDING FIELD SITE VISITS, UPGRADING AGREEMENTS AND ANNUAL RECORDKEEPING AND UPDATING AS WELL AS PARTICIPATING IN ANY ALLOCATION ADJUSTMENTS PERTAINING TO ANY CONTRACT COMMUNITY.
- B. EXCEPT FOR ALLOCATION ADJUSTMENTS, WHICH SHALL BE BILLED SOLELY TO THE CONTRACT COMMUNITIES ENGAGED IN SUCH ADJUSTMENTS, ANNUAL COSTS FOR OPERATION, MAINTENANCE, AND REPLACEMENT SHALL BE PRORATED WITH RESPECT TO EACH CONTRACT COMMUNITY ON THE BASIS OF EACH'S TOTAL FLOW CONTRIBUTED TO THE INTERCEPTOR

SYSTEM, AS DETERMINED BY EXHIBITS D AND E, AS COMPARED TO THAT OF ALL THE CONTRACT COMMUNITIES. FLOW MEASUREMENTS SHALL BE PER SECTION 3.5.

C. COPIES OF THE ANNUAL COST REPORT AND COMPUTATIONS SHALL BE MADE AVAILABLE TO ALL THE CONTRACT COMMUNITIES.

4.5 BILLING PROCEDURES

Lannon is providing wastewater conveyance service to the Contract Communities and each Contract Community shall be liable for payment of all charges invoiced to it. Lannon shall bill each Contract Community quarterly for charges described in IV.4.4. Costs incurred by the Village of Lannon under IV.4.1 and IV.4.2 shall be billed to the specific Contract Community involved on a monthly basis. Invoices shall be paid in full within 30 days after the date of billing, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to a late payment charge of 1-1/2% per month. Before any Contract Community can contest any charge or billing, the charge or billing shall first be paid in full.

V. FUTURE COST SHARING

5.1 FUTURE COST SHARING

The Lannon interceptor sewer system is a regional facility and is composed of gravity sewer designed to convey the ultimate wastewater flows from the service area, and pump station/force main designed to convey the "20 year" wastewater flows listed in Section 3.2 above. Upgrading and replacing the pump station/force main may be required in the future as necessitated by use, growth, or maintaining compliance with DNR or EPA regulations. Upgrades or revisions mandated by regulatory agencies shall be shared by all Contract Communities in accordance with each respective share of cost breakdowns and percentages in Exhibit's E and F.

In the event Lannon undertakes to increase capacity of the interceptor sewer for reasons other than DNR or EPA regulations, no Contract Community shall participate in any capital cost sharing unless such Contract Community requests and Lannon agrees to provide additional conveyance capacity for that Contract Community. In such case, Lannon will negotiate with and recalculate each requesting Contract Community's percentage share controlling the capital cost share.

VI. ADMINISTRATION OF AGREEMENT

6.1 TECHNICAL ADVISORY COMMITTEE

As a vehicle for dealing with the technical and financial details of this Agreement and similar agreements, a Technical Advisory Committee (TAC) shall be maintained. This committee shall be composed of a single representative from Lannon and each Contract Community who shall inform and make recommendations to the respective governing body of the member community. The TAC shall be informed of, and shall review, technical updates on the interceptor sewer system and operation, and ordinance changes on a regular basis. The TAC shall convene at least annually to review the previous year's operation results of the interceptor sewer system, the previous year's operation and maintenance costs, and charges.

6.2 BOOKS AND RECORDS

Each Contract Community shall keep accurate books, records, and accounts of costs, expenses, expenditures, and receipts as they pertain to this Agreement. Upon reasonable notice, any Contract Community shall be entitled to examine any such books and records of any of or all other Contract Communities. Any Contract Community may request an annual certified audit report for the books and records of the other party.

6.3 Disputes

- A. DISCUSSION BEFORE DISPUTE RESOLUTION. AT LEAST SIXTY (60) DAYS BEFORE INITIATING DISPUTE RESOLUTION TO ENFORCE THIS AGREEMENT, A CONTRACT COMMUNITY CONTEMPLATING SUCH DISPUTE RESOLUTION SHALL SO NOTIFY IN WRITING TO THE OPPOSING CONTRACT COMMUNITY AND REQUEST A MEETING TO DISCUSS AND RESOLVE THE MATTER IN CONTENTION. PRIOR TO INITIATING ANY DISPUTE RESOLUTION, ALL OUTSTANDING CHARGES DUE AND OWING SHALL BE SATISFIED. THE CONTRACT COMMUNITY RECEIVING SUCH NOTIFICATION SHALL MAKE ITSELF AVAILABLE AT REASONABLE TIMES AND PLACES FOR SUCH DISCUSSIONS AND ATTEMPTED RESOLUTION. THE CONTRACT COMMUNITIES REPRESENT THAT THEY WILL EACH MAKE A GOOD FAITH EFFORT TO RESOLVE ANY DISPUTES THAT MAY ARISE BETWEEN THEM.
- B. ARBITRATION. ARBITRATION SHALL BE THE DISPUTE RESOLUTION MECHANISM FOR ANY UNRESOLVED DISPUTE ARISING OUT OF, RESULTING FROM OR RELATING TO THE CONTRACTUAL ELEMENTS OF THIS AGREEMENT. ARBITRATION SHALL BE THE SOLE REMEDY UNLESS BOTH PARTIES STIPULATE IN WRITING TO SEEK COURT RELIEF. THE ARBITRATION PROCESS SHALL BE DETERMINED BY A THREE (3) PERSON ARBITRATION PANEL. EACH PARTY SHALL SELECT ONE QUALIFIED ARBITRATOR TO SERVE ON THE PANEL. THE TWO SELECTED ARBITRATORS SHALL SELECT THE THIRD AND FINAL ARBITRATOR. WITHIN FIFTEEN DAYS AFTER SELECTION OF THE ARBITRATORS, THE ARBITRATION PROCEEDINGS SHALL COMMENCE; PROVIDED HOWEVER THE PARTIES MAY MUTUALLY AGREE TO AN EXTENSION.
- THE WRITTEN AWARD OF THE ARBITRATION PANEL SHALL REQUIRE A MINIMUM OF TWO VOTES AND THE AWARD SHALL BE LIMITED TO THE INTERPRETATION OF THIS AGREEMENT. THE PARTY THAT DOES NOT PREVAIL IN THE ARBITRATION SHALL PAY THE COST OF THE ARBITRATION INCLUDING THE FEES OF THE ARBITRATORS. EACH OF THE PARTIES INVOLVED IN ARBITRATION WILL PAY THEIR RESPECTIVE OWN PROFESSIONAL'S FEES, EXPERT WITNESS FEES AND OUT OF POCKET EXPENSES.

6.4 LIQUIDATED DAMAGES AND REMEDIES

A. LANNON AND EACH CONTRACT COMMUNITY AGREE THAT IN THE EVENT ANY CONTRACT COMMUNITY MEMBER OR LANNON DISCHARGES ANY WASTEWATER INTO THE LANNON INTERCEPTOR SYSTEM THAT INHIBITS, DAMAGES OR CAUSES CONSEQUENTIAL DAMAGES IN OTHER RESPECTS TO THE INTERCEPTOR SEWER SYSTEM, LANNON, OR THE OTHER CONTRACT COMMUNITY MEMBERS COLLECTIVELY, MAY IMPOSE LIQUIDATED DAMAGES UP TO THE AMOUNT LEVIED BY DNR OR EPA BUT NOT TO EXCEED \$10,000 PER VIOLATION, WHICH SHALL INCLUDE ENFORCEMENT COSTS, BUT NOT INCLUDING RESPECTIVE ATTORNEY FEES AND INCLUDING ANY PENALTIES LEVIED BY THE DNR AND EPA AGAINST LANNON OR THE RESPECTIVE CONTRACT COMMUNITY. EACH DAY THE CONDITION IS ALLOWED TO EXIST SHALL CONSTITUTE A SEPARATE AND NEW VIOLATION. THE ASSESSED CONTRACT COMMUNITY SHALL HAVE THE OPTION TO SEEK REIMBURSEMENT FROM ITS OFFENDING SEWER CUSTOMER(S).

6.5 ACCOUNTING METHODS

To the extent any provision of this Agreement requires calculations involving accounting principles, those generally accepted accounting principles and practices utilized in maintenance of municipal and utility records, as determined by a certified public accounting firm practicing in Southeastern Wisconsin shall be utilized.

6.6 NOTICES

All notices required or permitted by this Agreement shall be deemed given if made in writing and deposited in the United States mail, addressed as follows:

Village of Lannon, Clerk
20399 W. Main Street
Lannon, WI 53046

Village of Sussex, Clerk
N64 W23760 Main Street
Sussex, WI 53089

Town of Lisbon Clerk
Lisbon Sanitary District #1
N88 W16624 Appleton Ave. Stop 8
Menomonee Falls, WI 53051

Town of Lisbon, Clerk
W234 N8676 Woodside Road
Lisbon, WI 53089

Village of Menomonee Falls, Clerk
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051

VII. MISCELLANEOUS7.1 ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and may not be modified unless such a modification is in writing, approved by the governing body of each party, and duly executed by the authorized representative.

7.2. PREVIOUS AGREEMENT

To the extent the parties have previously agreed upon any matter which is the subject of this Agreement, this Agreement shall supersede all previous agreements between the parties as to that issue or issues.

7.3 EFFECTIVE DATE

The effective date of this Agreement shall be retroactive to January 1, 2016 as of the latest date upon which it is executed by the parties.

7.4 TERM OF CONTRACT

This Agreement shall be in effect through 2021 without any right of termination. It shall automatically renew on a three (3) year rolling contract basis. Thereafter a Contract Community may terminate its participation under this Agreement by giving written notice to all the other Contract Communities of the intent to terminate with not less than two (2) years prior to the end of the then current three (3) year term. Specific terms of this Agreement shall be renegotiated in the event of an occurrence beyond the control of Lannon, or caused by a governmental agency, and not covered by this Agreement.

7.5 EFFECT OF CONTRACT

Lannon and the Contract Communities recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future Agreement between Lannon and other entities.

7.6 SEVERABILITY

If any clause, provision, or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement.

7.7 BINDING AGREEMENT

This Agreement is binding upon the parties hereto and their respective successors and assigns.

VILLAGE OF LANNON

By:

Tom Gudex, President

Date:

Attest:

Brenda Klemmer, Clerk/Treasurer

VILLAGE OF SUSSEX

By:

Gregory Goetz, President

Date:

Attest:

Casen Griffiths, Clerk

TOWN OF LISBON

By:

Joseph Osterman, Chairman

Date:

Attest:

Dan Green, Clerk

LISBON SANITARY DISTRICT #1

By:

Dennis Golner, Chairman

Date:

Attest:

Linda Beal, Commissioner

VILLAGE OF MENOMONEE FALLS

By:

Joseph Helm, President

Date:

Attest:

Janice Moyer, Clerk

Need to update to reflect Town of Lisbon areas.

EXHIBIT A

**CONTRIBUTING COMMUNITIES
ULTIMATE INTERCEPTOR SEWER SERVICE AREAS**

LEGEND

-  INTERCEPTOR SEWER SERVICE AREA BOUNDARY
-  VILLAGE OF LANNON
-  VILLAGE OF SUSSEX
-  TOWN OF LISBON
-  LISBON SANITARY DISTRICT # 1
-  VILLAGE OF MEMONEE FALLS
-  SUSSEX REGIONAL WATER POLLUTION CONTROL CENTER



DATE: APRIL 1, 2016

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Apr 04, 2016 1:25pm PLOTTED BY: AKreuser SAVED BY: dklemm
C:\Users\dklemm\Documents\4492001\dwg\Z\cei-interceptor Service Areas.dwg Layout1
IMAGES: G:\CSD\4492001\dwg\Digccbois.dwg; Z:\Street Names.dwg
XREFS: G:\CSD\4492001\dwg\Digccbois.dwg; Z:\Street Names.dwg

SOURCE:
BASEMAP SOURCE:

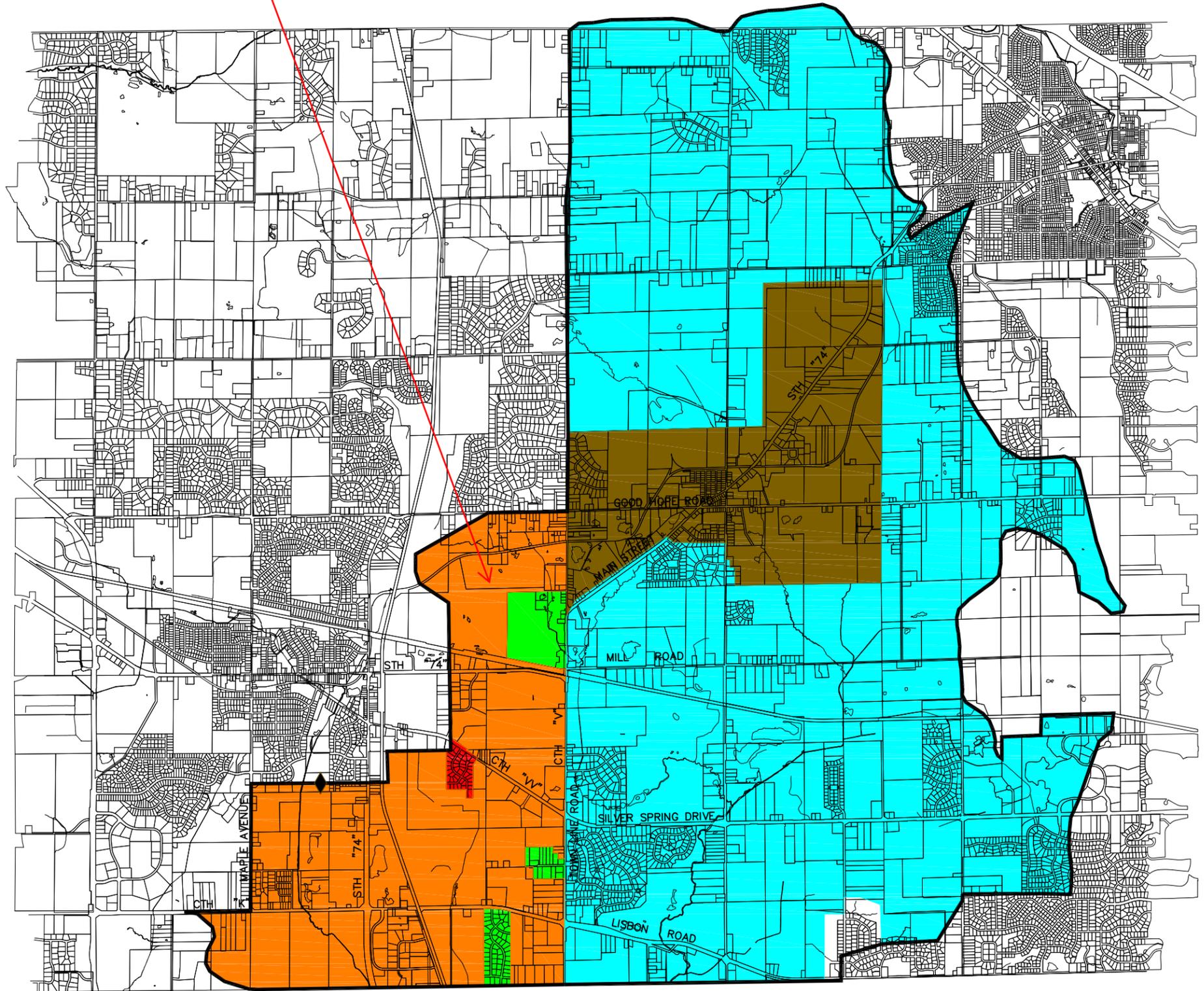


Exhibit B
Lannon Interceptor Capacity Allocations

20 Year Capacity Allocation (1995 - 2015)			Ultimate Capacity Allocation		Reallocation No. 1 Ultimate		Reallocation No. 2 Ultimate	
Community	Average Daily Flow (Gallons)	Peak Daily Flow (Gallons)	Average Daily Flow (Gallons)	Peak Daily Flow (Gallons)	Average Daily Flow (Gallons)	Peak Daily Flow (Gallons)	Average Daily Flow (Gallons)	Peak Daily Flow (Gallons)
Lannon	300,000	1,200,000	780,000	3,120,000				
Sussex	465,000	1,860,000	801,000	3,204,000				
Town of Lisbon	0	0	0	0				
Lisbon SD #1	51,000	255,000	51,000	255,000				
Menomonee Falls	550,000	2,200,000	5,280,000	13,200,000				
	1,366,000	5,515,000	6,912,000	19,779,000				

Note that the 20-Year allocation is the basis for the current lift station and forcemain design and doesn't have much to do with actual dates.

I believe the intent for this is to recalculate the allocation based on capacity improvements to the Lift Stations. Therefore, this should stay blank.

Need to update to reflect transfer.

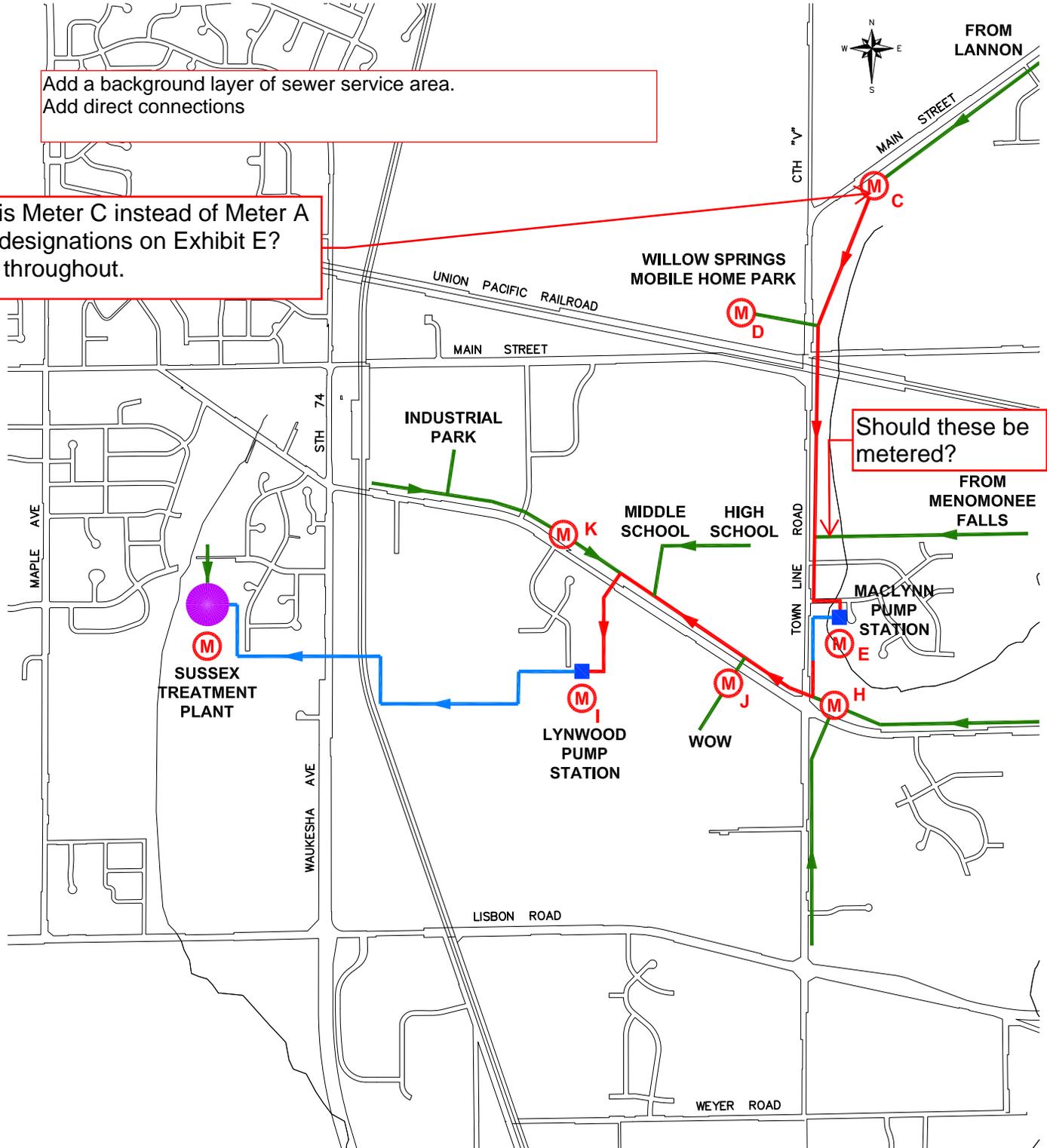
This table should be update to reflect ammendments/transfers.

EXHIBIT C LANNON INTERCEPTOR SCHEMATIC GRAVITY SEWER, FORCE MAIN, PUMP STATIONS & METERING STATIONS

Add a background layer of sewer service area.
Add direct connections

Why is this Meter C instead of Meter A to match designations on Exhibit E?
Common throughout.

Should these be metered?



LEGEND

- GRAVITY/INTERCEPTOR SEWER
- GRAVITY SEWER
- FORCE MAIN
- (M) FLOW METER WITH LETTER IDENTIFIER
- PUMP STATION
- TREATMENT PLANT

Not all start and end point values are on Exhibit E. Exhibit E only shows C, D, E, H, I, J, K, WTF. Exhibit E is missing A, B, F, G.

This table is missing points I, J, and K.

Exhibit D
Village of Lannon Intermunicipal Agreement
Maintenance Cost Shares

Update to reflect transfer from Sussex to Lisbon. AND, update to anticipate expanded infrastructure in Lisbon.

Item No.	Start*	End*	Item	Quantity	Unit	Size	Expenses	MGD Capacity (000)	Lannon			Menomonee Falls			Lisbon			Sussex			Lisbon Sanitary District #1		
									Actual Flow (000)	Percentage Actual Flow	Cost Share	Actual Flow (000)	Percentage Actual Flow	Cost Share	Actual Flow (000)	Percentage Actual Flow	Cost Share	Actual Flow (000)	Percentage Actual Flow	Cost Share	Actual Flow (000)	Percentage Actual Flow	Cost Share
1	Point A Start	Point B UP Railroad	Pipe (G) Manhole LS mm	4970.54 18 0 1	LF each each each	24	\$0.00 \$0.00 \$0.00 \$218.00	38504.57	35325.29	91.74%		3179.2761	8.26%		0	0		0	0.00%		0	0.00%	
Subtotal							\$218.00							\$ 18.00			\$0.00			\$0.00			\$0.00
2	Point B Up Railroad	Point C Silver Meadows Dr.	Pipe (G) Manhole LS mm	2991.74 9 0 1	LF each each each	24	\$0.00 \$0.00 \$0.00 \$218.00	57282.57	5369.2761	9.37%		5369.2761	9.37%		0	0		0	0.00%		16588	28.96%	
Subtotal							\$218.00							\$ 20.43			\$0.00			\$0.00			\$63.13
3	Point C Silver Meadows Dr.	Point D Mclynn	Pipe (G) Manhole LS mm	1220.07 5 1 1	LF each each each	27	\$0.00 \$0.00 \$19,028.00 \$218.00	57282.57	5369.2761	9.37%		5369.2761	9.37%		0	0		0	0.00%		16588	28.96%	
Subtotal							\$19,246.00							\$ 1,803.99			\$0.00			\$0.00			\$5,573.30
4	Point D Mclynn	Point E Silver Spring	Pipe (G) Pipe (Pres) Manhole LS mm	912.93 1247.6 4 0 1	LF LF each each each	27 12	\$0.00 \$0.00 \$0.00 \$0.00 \$218.00	59472.57	35325.29	59.40%		7559.2761	12.71%		0	0		0	0.00%		16588	27.89%	
Subtotal							\$218.00							\$ 27.71			\$0.00			\$0.00			\$60.80
5	Point E Silver Spring	Point F Miller Way	Pipe (G) Manhole LS mm	1338.62 4 0 1	LF each each each	42	\$0.00 \$0.00 \$0.00 \$218.00	99351.57	35325.29	35.56%		47438.2761	47.75%		0	0		0	0.00%		16588	16.70%	
Subtotal							\$218.00							\$ 104.09			\$0.00			\$0.00			\$36.40
6	Point F Miller Way	Point G The Easement	Pipe (G) Manhole LS mm	1675.66 5 0 1	LF each each each	42	\$0.00 \$0.00 \$0.00 \$218.00	104555.6	35325.29	33.79%		47438.2761	45.37%		0	0		5204	4.98%		16588	15.87%	
Subtotal							\$218.00							\$ 98.91			\$0.00			\$10.85			\$34.59
7	Point G Easement	Point H Lynwood	Pipe (G) Manhole LS mm	1412.72 5 0 1	LF each each each	42	\$0.00 \$0.00 \$0.00 \$218.00	177136.6	35325.29	19.94%		47438.2761	26.78%		0	0		77785	43.91%		16588	9.36%	
Subtotal							\$218.00							\$ 58.38			\$0.00			\$95.73			\$20.41
8	Point H Lynwood	WTF WTF	Pipe (Pres) Manhole LS mm	8440 0 1 1	LF each each each	16	\$0.00 \$0.00 \$38,083.00 \$218.00	177136.6	35325.29	19.94%		47438.2761	26.78%		0	0		77785	43.91%		16588	9.36%	
Subtotal							\$38,301.00							\$ 10,257.25			\$0.00			\$16,818.91			\$3,586.71
TOTALS							\$58,855.00							\$ 12,388.76			\$0.00			\$16,925.49			\$9,375.33

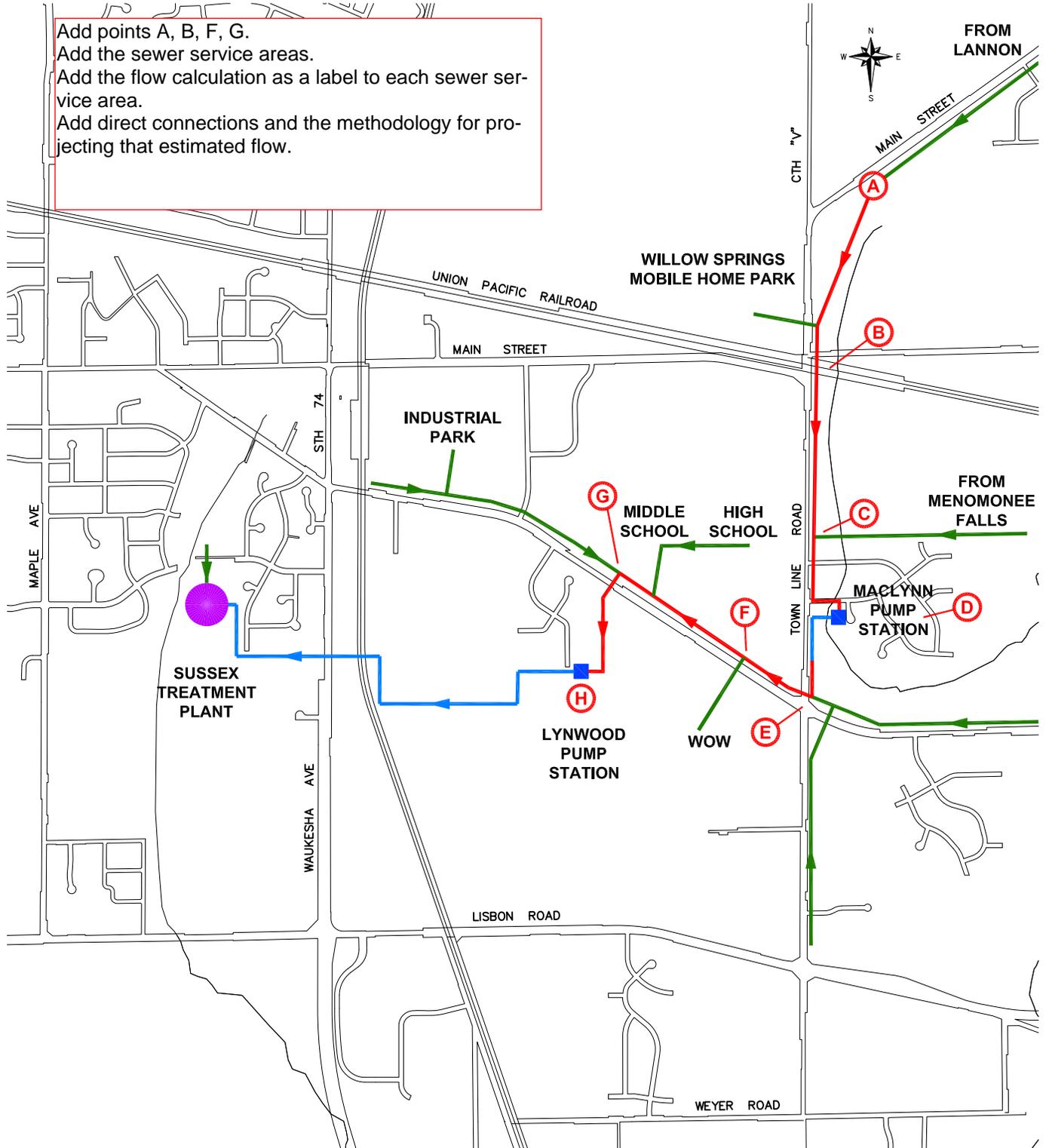
What does mm mean?

What does (G) and (Pres) mean?

*See Exhibit E for Map

EXHIBIT E LANNON INTERCEPTOR SCHEMATIC CAPITAL AND MAINTENANCE COST AREAS

Add points A, B, F, G.
 Add the sewer service areas.
 Add the flow calculation as a label to each sewer service area.
 Add direct connections and the methodology for projecting that estimated flow.



LEGEND

- GRAVITY/INTERCEPTOR SEWER
- GRAVITY SEWER
- FORCE MAIN
- A AREA LETTER IDENTIFIER
- PUMP STATION
- TREATMENT PLANT

Not all start and end point values are on Exhibit E. Exhibit E only shows C, D, E, H, I, J, K, WTF. Exhibit E is missing A, B, F, G.

This table is missing points I, J, and K.

Exhibit F
Village of Lannon Intermunicipal Agreement
Capital Cost Shares

Update to reflect transfer from Sussex to Lisbon. AND, update to anticipate expanded infrastructure in Lisbon.

Item No.	Start*	End*	Item	Quantity	Unit	Size	MGD Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Lannon		Menomonee Falls		Lisbon		Sussex		Lisbon Sanitary District #1	
1	Point A Start	Point B UP Railroad	Pipe (G) Manhole LS mm	4970.54 18 0 1	LF each each each	24	0.863	0.78	90.38%	0.083	9.62%	0	0.00%	0	0.00%	0	0.00%
2	Point B UP Railroad	Point C Silver Meadows Dr.	Pipe (G) Manhole LS mm	2991.74 9 0 1	LF each each each	24	1.049	0.78	74.36%	0.092	8.77%	0	0.00%	0.147	14.01%	0.03	2.86%
3	Point C Silver Meadows Dr.	Point D Mclynn	Pipe (G) Manhole LS mm	1220.07 5 1 1	LF each each each	27	1.218	0.78	64.04%	0.191	15.68%	0	0.00%	0.217	17.82%	0.03	2.46%
4	Point D Mclynn	Point E Silver Spring	Pipe (G) Manhole Pipe (Pres) LS mm	912.93 1247.6 4 0 1	LF LF each each each	27 12	1.353	0.78	57.65%	0.326	24.09%	0	0.00%	0.217	16.04%	0.03	2.22%
5	Point E Silver Spring	Point F Miller Way	Pipe (G) Manhole LS mm	1338.62 4 0 1	LF each each each	42	6.412	0.78	12.16%	5.28	82.35%	0	0.00%	0.301	4.69%	0.051	0.80%
6	Point F Miller Way	Point G The Easement	Pipe (G) Manhole LS mm	1675.66 5 0 1	LF each each each	42	6.469	0.78	12.06%	5.28	81.62%	0	0.00%	0.358	5.53%	0.051	0.79%
7	Point G Easement	Point H Lynwood	Pipe (G) Manhole LS mm	1412.72 5 0 1	LF each each each	42	6.718	0.78	11.61%	5.28	78.59%	0	0.00%	0.607	9.04%	0.051	0.76%
8	Point H Lynwood	Plant Plant	Pipe (Pres) Manhole LS mm	8440 0 1 1	LF each each each	16	6.912	0.78	11.28%	5.28	76.39%	0	0.00%	0.788	11.40%	0.064	0.93%

*See Exhibit E for Map

CONTRACT FOR SALE OF CAPACITY IN THE LANNON INTERCEPTOR

This Agreement entered into this _____ day of December, 2018, by and between the Town of Lisbon (herein “Lisbon”) and the Village of Sussex (herein “Village” and/or “Sussex”), both municipal corporations located in Waukesha County, Wisconsin.

WITNESSETH:

WHEREAS, Sussex owns, operates and maintains a regional wastewater treatment facility referred to herein as The Sussex Wastewater Treatment Facility (“SWTF”) and,

WHEREAS, on January 22, 2001, Lisbon and Sussex entered an Intermunicipal Agreement entitled, “Intermunicipal Agreement Between the Town of Lisbon and the Village of Sussex,” which describes certain rights and responsibilities regarding the Sussex wastewater treatment plant and,

WHEREAS, both Lisbon and Sussex have the responsibility of providing an orderly and efficient means of collecting and transporting sewage to the sanitary sewer waste disposal facility located in Sussex; and,

WHEREAS, the Village of Sussex entered into an Intermunicipal Agreement with the Village of Lannon effective as of January 10, 1994, the purpose of which was to share in the capital cost of constructing and maintaining a sanitary sewer interceptor (herein the “Lannon Interceptor”) which interceptor would transport sewage effluent to the Sussex wastewater treatment facility; and

WHEREAS, pursuant to the terms of January 10, 1994 Intermunicipal Agreement, Sussex desires and intends to convey to Lisbon additional capacity in the Lannon Interceptor, which, when purchased, will allow Lisbon to construct and maintain a sanitary sewer collection system within a parcel of property described more particularly on EXHIBIT A which is appended hereto and incorporated herein by reference, which is referred to herein as the “Leid’s property.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Sussex agrees to sell to Lisbon, and Lisbon agrees to purchase from Sussex, additional Capacity Allocation within the Lannon Interceptor so as to allow Lisbon to provide sanitary sewer service to properties located in the Town of Lisbon including, but not limited to, to the property referred to herein as the Leid’s property, Lisbon and Sussex agree as follows:

I. DEFINITIONS.

A. As used herein: the term “Intermunicipal Agreement”, refers to the January 10, 1994 Intermunicipal Agreement entered into between the Sussex and Lannon. The parties acknowledge that the Intermunicipal Agreement has expired per its terms, as shown in Section 7.4, but it shall be deemed to have ongoing effectiveness over the issues described herein.

B. The term “The Purchase Agreement” refers to the Intermunicipal Agreement Between the Town of Lisbon and the Village of Sussex, dated January 22, 2001.

C. The term “Transferred Capacity Allocation” refers to the 128,000 gallons per day average daily flow of Capacity in the Lannon Interceptor, which is being sold and transferred to Lisbon under the terms of this Agreement.

D. The term “Capacity Agreement” shall refer to this Contract for Sale of Lannon Interceptor Capacity.

II. SALE OF CAPACITY.

Sussex agrees to sell and transfer to Lisbon 128,000 gallons per day average daily flow of capacity owned by Sussex under the terms of the Intermunicipal Agreement. It is understood by Sussex and Lisbon that the sale of this Capacity shall authorize and permit Lisbon or its Assignee, The Town of Lisbon Sanitary District No. 1, to discharge 128,000 gallons per day average daily flow of sanitary sewage effluent into the Lannon Interceptor between points B and G as depicted on the attached EXHIBIT B entitled “Sussex Interceptor Schematic Capital”.

It is the understanding of both Sussex and Lisbon that, upon implementation of this agreement, Lisbon shall be authorized and permitted to discharge an average of 128,000 gallons per day of sanitary sewer effluent into the Lannon Interceptor, and, that the sanitary sewer effluent will be conveyed downstream to the Sussex Wastewater Treatment Facility, to be treated and discharged in accordance with the terms of Purchase Agreement.

III. PURCHASE PRICE.

Within thirty (30) days following the removal of the contingency, as described below, or at such other date as mutually agreed upon by the parties, Lisbon shall pay to Sussex, in consideration of the sale of the Lannon Interceptor capacity which is the subject matter of this agreement, the sum of \$220,160.

IV. USE OF TRANSFERRED CAPACITY ALLOCATION.

It is the understanding and intent of both parties to this agreement:

A. That Lisbon shall have the right to collect and discharge into the Sussex Interceptor sanitary sewage generated within the Lisbon sanitary sewer service area approved by SEWRPC, as that sanitary sewer service area exists as of the execution of this Capacity Agreement or may be modified by SEWRPC at any time in the future; and,

B. That the sanitary sewage collected and discharged into the Lannon Interceptor under the terms of this Capacity Agreement shall be conveyed to the Village of Sussex Waste Water Treatment Facility for treatment, in accordance with the terms and conditions established by the Intermunicipal Agreement.

V. CONTINGENCY.

The sale of capacity described in Section II and the payment described in Section III, above, are conditioned and contingent upon the parties securing the approval of Lannon as required by the Intermunicipal Agreement, prior to such provisions taking effect. Upon execution of this agreement, the parties shall take all steps necessary to obtain Lannon's approval to the extent required under the terms of the Intermunicipal Agreement.

VI. MISCELLANEOUS.

A. **Assignment.** Lisbon may, at its option, assign all its rights under the terms of the Capacity Agreement to Town of Lisbon Sanitary District No. 1. Notice of any such assignment shall be provided to Lannon within thirty (30) days following assignment.

B. **Dispute Resolution.** In the event a dispute arises as to the rights or obligations of the parties under the terms of this Capacity Agreement, the parties shall follow the Dispute Resolution process established in the Purchase Agreement.

C. **Notices.** All notices required or permitted under this Capacity Agreement shall be deemed to have been made and given in writing, by personal delivery or deposited in United States mail, addressed as follows:

Village Administrator
Village of Sussex
N64 W23760 Main Street
Sussex, WI 53089

Town Administrator
Town of Lisbon
W234 N8676 Woodside Road
E Sussex, WI53089

D. **Prior Agreements.** Both Lisbon and Sussex have been party to prior agreements or contracts, including but not limited to the Intermunicipal Agreement, the Purchase Agreement, and a Boundary Agreement entered into on January 22, 2001. This Capacity Agreement is not intended, nor shall it be construed, as a waiver of any rights either party may have under those prior agreements.

E. **Effect of Agreement.** Lannon and the Town recognize that this Capacity Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between the parties.

F. **Severability.** If any clause, provision, or section of this Capacity Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Capacity Agreement.

G. **Binding Agreement.** This Capacity Agreement is binding upon the parties hereto and their respective successors and assigns.

Signed by the Village of Sussex on this _____ day of December, 2018.

VILLAGE OF SUSSEX

By: _____
Gregory Goetz, Village President

ATTEST:

Casen Griffiths, Clerk/Treasurer

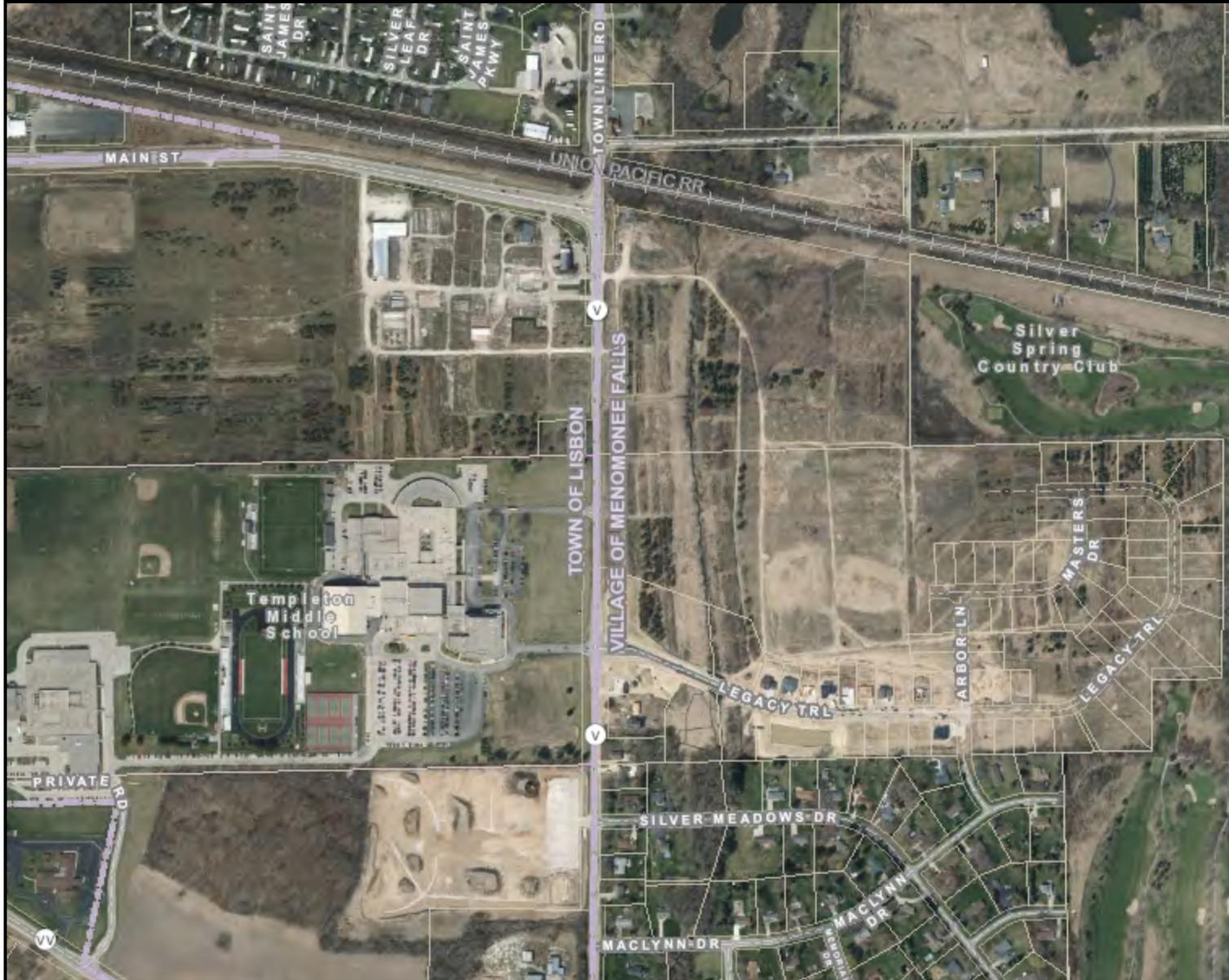
Signed by the Town of Lisbon on this _____ day of December, 2018.

TOWN OF LISBON

By: _____
Joseph Osterman, Chairman

ATTEST:

Dan Green, Clerk



Legend

Retired Plats

- Assessor Plat
- Condo Plat
- CSM
- Subdivision Plat

Simultaneous Conveyance

- Assessor Plat
- CSM
- Condo Plat
- Subdivision Plat

EXHIBIT A

Notes:

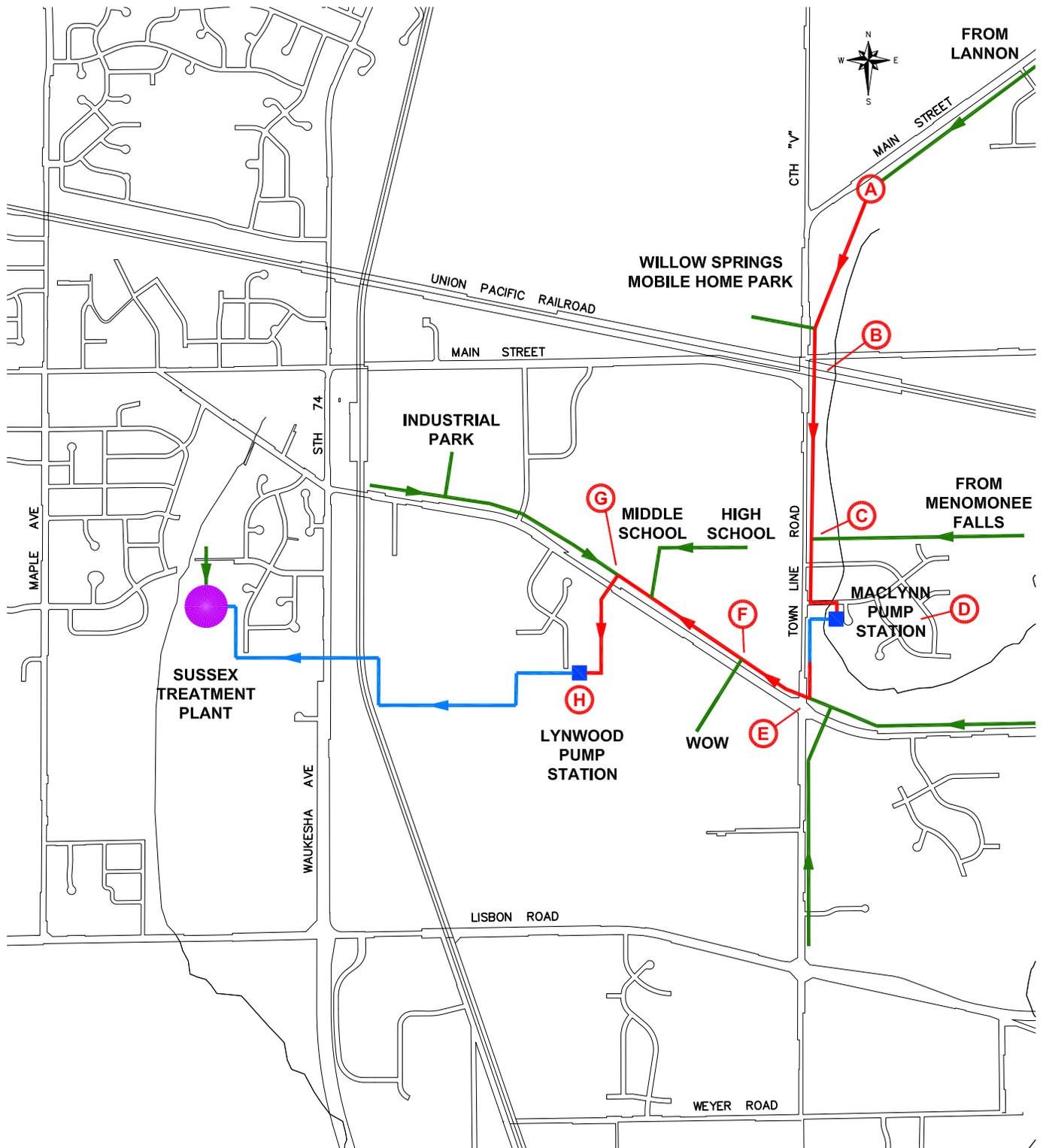
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EXHIBIT B

000052

LANNON INTERCEPTOR SCHEMATIC CAPITAL AND MAINTENANCE COST AREAS



LEGEND

- | | | | |
|---|---------------------------|---|------------------------|
|  | GRAVITY/INTERCEPTOR SEWER |  | AREA LETTER IDENTIFIER |
|  | GRAVITY SEWER |  | PUMP STATION |
|  | FORCE MAIN |  | TREATMENT PLANT |

APRIL 1, 2016