



Agenda
Town Board Meeting
Town of Lisbon, Town Hall
Monday, July 8, 2019
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. June 24, 2019 Town Board minutes
 - ii. Operator's Licenses
 - iii. Resignation of Carol Emmel from the Park Committee.
 - iv. Barnwood Conservancy Letter of Credit Reduction Request #4.
 - v. Acceptance of the first lift of asphalt, shouldering work and releasing building permits subject to the Developer's Agreement and per the Town Engineer's recommendation for Barnwood Conservancy.
5. **Approval of Bills.**
6. **Announcements/Correspondence.**
 - Meeting Schedule
7. **Department Reports - Presentation of activity statistics and recently attended meetings.**
 - Administrator
 - Parks Department
 - Public Works Department
8. **Supervisor's Reports** - This is an opportunity for Supervisors to report on respective Committees, Commissions, and Boards of which they serve as a member. Matters require no action or approval.
9. **Unfinished Business.**

10. New Business.

- A. Discussion and necessary action on Ehlers' proposal for conducting a Phase I – Feasibility Analysis for a possible TID No. 2 for LSBT 0273.998, known as the Brown property, subject to Vanguard reimbursing the Town of Lisbon for Ehlers' fees.
- B. Discussion and necessary action on collection of outstanding developer fees from Twin Pine Farms – Mike Batzler.
- C. Discussion and necessary action on the request from Washington County Highway Department for a letter of support regarding their application for Highway Safety Improvement Program Funding for a roundabout at the intersection of CTH Q and Hillside Road.
- D. Discussion and necessary action on a contract with Grota Appraisals for regular assessment services.
- E. Discussion and necessary action on a contract with Grota Appraisals for a Market Update Revaluation at a cost not to exceed \$65,900.
- F. Discussion and necessary action to contract with Forte Payment Systems, Inc. to accept credit card payments for ambulance billing.
- G. Discussion and necessary action on Ed Nelson's request to expand Lisbon's Park System.
- H. Discussion and necessary action on Resolution 08-19, Resolution Authorizing Participation in the Preparation of a Cooperative Plan with the Town of Brookfield.
- I. Discussion and necessary action on the request from the Village of Sussex to participate in a Cooperative Plan.

11. Adjournment.

Joseph Osterman
Town Chairman

Gina C. Gresch, MMC/WCPC
Town Administrator

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

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

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



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board
ITEM DESCRIPTION: Consent Agenda Items
PREPARED BY: Gina C. Gresch, Administrator
REPORT DATE: Wednesday, July 3, 2019
RECOMMENDATION: Approval of the Consent Agenda items.
EXPLANATION: <ul style="list-style-type: none">i. Town Board Meeting Minutes<ul style="list-style-type: none">• June 24, 2019 Town Board minutesii. Operator's License<ul style="list-style-type: none">• Anthony Ross – Fairways• Hannah Marie Wentz – Fairways• Meg Ann Opay – Fairways• Joseph Hernandez – Sherwood Forest Bowmen• Timothy Albert Knighton – Sherwood Forest Bowmeniii. Park Committee Member Resignation<ul style="list-style-type: none">• Carol Emmel has resigned from the Park Committee. We will post a committee position open advertisement.iv. Barnwood Conservancy Letter of Credit Reduction Request #4<ul style="list-style-type: none">• Town Engineer Mitch Leisses of Kunkel Engineering has reviewed the developer's request and recommends approval of the reduction. Engineer Leisses' review letter is on the following page.v. Barnwood Conservancy request to accept the first lift of asphalt, shouldering work and releasing building permits.<ul style="list-style-type: none">• Town Engineer Mitch Leisses of Kunkel Engineering has reviewed the site and all of the paving and shouldering work that has been completed. Per the Developer' Agreement, Section I(A)(4), the Town Board needs to accept the first lift of asphalt and shouldering work before any further building permits can be released. Engineer Leisses' review letter is on the following page. <p>I recommend approval of all of the Consent Agenda items.</p>

**Minutes of the Town Board Meeting
Town of Lisbon, Town Hall
Monday, June 24, 2019
6:30 p.m.**

Supervisor Moonen called the Town Board meeting to order at 6:30 PM.

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

Comments from citizens present. Edward Wick, N65W22201 St. James Parkway Lot 9, stated on June 5, 2015 there was arson in his neighborhood and he saved neighbors life and would like to apply for the medal of valor for the Town of Lisbon.

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. June 10, 2019 Town Board minutes.
- ii. Operator's Licenses.
- iii. Appoint Scott Krieger to the Park Committee, for a three-year term to expire July 1, 2022.
- iv. Combination "Class B" Liquor and Beer License for Heartland Wedding Barn, W259N8598 State Road 164, Hartland, Kim Meyer, agent, contingent on occupancy from the building and fire inspector and Waukesha County Environmental Health approval.
- v. Veridian Homes Temporary Limited Easement.

Motion by Supervisor Gamiño to approve the Consent Agenda. Seconded by Supervisor Plotecher. Motion carried, 4-0.

Approval of Bills.

Administrator Gresch reviewed the top 5 expenditures, Advanced Disposal, Waukesha County Treasurer, Compass Minerals, LF Georgia, and Grota Appraisals. Supervisor Beal asked if the driveway culvert replacements were reimbursable. DPW Director Joe DeStefano explained that the cost of the first culvert is on the cost of the homeowner, but the Town covers the cost once it needs to be replaced. He stated the lifespan of these culverts is usually 20 to 30 years.

Motion by Supervisor Plotecher to approve the June 24, 2019 check register as presented. Seconded by Supervisor Beal. Motion carried, 4-0.

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

- Meeting Schedule - Marc Moonen reviewed the meeting schedule.
- 2019 Waukesha County Recycling Dividends – Administrator Gresch reviewed the decreasing dividends. The Town had over \$53,000 last year and this year we only received \$19,000.

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

Town Administrator –

COMPOST SITE BUDGET REVENUES

While learning how to do compost site passes, Deputy Clerk John asked if non-residents other than the Town of Merton and Village of Merton can use the compost site, and if not, would the Town be open to creating a non-resident compost site fee. We frequently have people from other municipalities asking if they can use it. If the Board doesn't mind, we'd like to conduct a survey online to see if there really would be interest. Once we know

that answer, and if there is interest, the Town Board and Public Works Director can discuss it at a future meeting.

DPW Director Joe DeStefano explained that they never run out of mulch because they are always getting branches. He explained they are almost always going to have enough mulch and compost. Supervisor Plotecher explained that Payne and Dolan will not like the idea of opening this up to even more municipalities and did not like when we opened it up to the Town and Village of Merton. She stated this is why they charge those municipalities \$1,000 to use it.

IMPACT FEES SPENDING PLAN - UPDATE

At the May 23 Town Board meeting, I reviewed the Town's Impact Fees and how and when they must be spent and reported there are two possible projects to pick from and Parks Director John Greiten & I would like to proceed with building a restroom facility with flushable toilets in the Community Park. As reported last time, the Town needs to spend at least \$17,647 (buildings & parks added together) in 2019 to be compliant with the Impact Fee laws. Our engineering firm, Kunkel Engineering, has a certified architect that can draw the plans and are meeting next week to come up with a design and a quote for the design process. Once we have an agreed upon design, we can send it out for a public construction bid, which Kunkel will also take the lead on that part of the process, like they do for the road program.

2020 BUDGET WORK

The 2020 Budget work has begun. Department Heads have the Capital Improvement Plan and Operating Budget worksheets to start on. Below is the timeline, so please mark your calendars with the extra meeting dates.

Administrator Gresch also explained that the State is looking to take away local control of quarries by regulating them from the State level. She asked the Board for their permission to send a letter to Tony Evers showing the Town's opposition to this bill. The Board agreed to send the letter.

Clerk - Newsletter

It is that time of year again where I will be looking for articles to put into the fall newsletter. If the board members have anything you would like included please let me know by Friday, August 2. New ideas are always welcome!

Filing Project Updates

Gina and I had a chance to go through files at the Fire Station and in the back closet at Town Hall. We are working on getting quotes for a shredding company to rent a bin for a few months while we go through what files can be destroyed.

We are working on different options for the Town to purchase an electronic filing system called Laserfische to help store files in digital format to eliminate the need for storing physical files which take up a considerable amount of space. Electronic filing will be an even bigger asset when it comes to document searches. Not only does this benefit us in open record requests, this feature will assist in planner applications and inquiries, building records, subdivision records, financial records; anything the town can scan, we can access. Just in the past week we had a resident who needed to review documents regarding old permits on their property. The ability to do a quick search for that property's tax key number would have saved a lot of staff time and ultimately served the Town resident better. These requests are constant, whether from residents, or our contracted service providers. We will report to the board as we learn more about the size and scope of this project.

Fire Department – Supervisor Moonen reviewed the Fire Department reports, statistics and meetings attended by Fire Chief Brahm. He also reported on new employees and the number of calls for service in the month of May.

Supervisor's Reports.

Supervisor Beal – Reported there will be a Sanitary District meeting on July 17th

Supervisor Gamiño – reported that the first community picnic went very well. There were about 550 people total. Supervisor Moonen added they had a nice car show, a band, and food truck.

Unfinished Business

Discussion and necessary action to approve the front office and meeting room countertop upgrade with La Belle Vernice at a cost not to exceed \$2,755.

Administrator Gresch explained that last month she brought this to the Board and was directed to see if we could get a better price by doing the counters in the Town Board room as well. La Belle Vernice can get us scheduled for August 12th at a cost of \$2,755 which would empty the balance of the Town Hall improvement account. Supervisor Gamiño asked if she could see anything that could come up through the rest of the year that would require money from that account. Administrator Gresch stated she did not know, but that the Town of Brookfield is looking to purchase another liquor license which could provide the Town with additional monies. Any other projects that may come up can wait until next year.

Motion by Supervisor Beal to approve the front office and meeting room countertop upgrade with La Belle Vernice at a cost not to exceed \$2,755. Seconded by Supervisor Gamiño. Motion carried, 4-0.

New Business

Discussion and necessary action the recommendation from the Plan Commission to approve the Haass Farms Preliminary Plat for Town of Lisbon, c/o Mike Kaerek, Kaerek Homes, for the properties located at W275N9101 Lake Five Road, Hartland, LSBT 0167.999.001 and 0167.999, subject to conditions of approval set forth by the Department of Administration, Waukesha County Parks and Land Use, the Town Planner and Engineer and recommendation to Waukesha County of the same.

This item was approved at the June Plan Commission meeting and the developer is looking to move forward with the sale of the Pauline Haass land on July 1, 2019. Mike Kaerek wanted to have the preliminary plat approved before the closing. Administrator Gresch explained Richfield has extraterritorial jurisdiction and the plat is going through that process now. The developer's agreement along with the declaration of restriction will be going on the July 11, 2019 Plan Commission. Administrator Gresch recommended approval.

Motion by Supervisor Beal to approve the Haass Farms Preliminary Plat for Town of Lisbon, c/o Mike Kaerek, Kaerek Homes, for the properties located at W275N9101 Lake Five Road, Hartland, LSBT 0167.999.001 and 0167.999, subject to conditions of approval set forth by the Department of Administration, Waukesha County Parks and Land Use, the Town Planner and Engineer and recommendation to Waukesha County of the same. Seconded by Supervisor Plotecher. Motion carried, 4-0.

Discussion and necessary action to have Fahrner Asphalt Sealers apply GSB-88 to the roads in the Hillside Meadows Subdivision at a cost not to exceed \$8,340.

DPW Director Joe DeStefano explained that the GSB-88 seals and preserves asphalt at a minimal cost. He stated if the Town can preserve or extend the life of a road for 5 or more years we should do it. He explained this would be a good test to try this product because there is not a lot of traffic on this particular road. This would be a starting point to determine how much the product preserves the asphalt over time. He also explained by doing this we are not taking away from any other crack sealing projects. He has money in the budget for this. The Board questioned if they should test this on a road that gets more use which Mr. DeStefano responded he would

not want to do this product to our major roadways but this will be a good start. He stated if this works out we can gradually move to busier subdivision roadways.

Motion by Supervisor Moonen to have Fahrner Asphalt Sealers apply GSB-88 to the roads in the Hillside Meadows Subdivision at a cost not to exceed \$8,340. Seconded by Supervisor Gamiño. Motion carried, 4-0.

Adjournment.

Motion by Supervisor Gamiño to adjourn the Monday, June 24, 2019 Town Board of Supervisors meeting at 7:06 PM. Seconded by Supervisor Beal. Motion carried, 4-0.

Respectfully submitted,

Dan Green, WCMC
Town Clerk

June 22, 2019

Dear Members of the Lisbon Town Board and Marlene Kumitsch,

Please accept this as my letter of resignation from the Lisbon Parks Committee, effective 6/22/19 at 3:00 pm.

I have truly enjoyed getting to know the members of the Park Committee and have thoroughly enjoyed supporting the events that are hosted by the Park Committee.

I am proud of our Park System and feel it adds a great deal to the "quality of life" for residents and the neighboring communities.

Sincerely,

Carol Emmel



1115 S. Main Street
West Bend, WI 53095
262-384-4406
kunkelengineering.com

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RECEIVED

By Gina Gresch at 12:14 pm, Jul 03, 2019

July 3, 2019

Ms. Gina C. Gresch
Town of Lisbon Administrator
W234N8676 Woodside Road
Lisbon, WI 53089-1545

VIA EMAIL ONLY

**Re: Barnwood Conservancy
Letter of Credit SB95151 - Reduction Request #4**

Dear Ms. Gresch:

Construction of the Barnwood Conservancy development is proceeding and is anticipated to be completed by the fall of 2019. Our office is in receipt of invoices from Gallitz Grading, Inc. dated May 30 and June 28, 2019, in the amounts of \$63,647.05 and \$119,669.00, respectively. In addition, with the recent completion of the concrete curb and gutter, and lower layer of asphalt (binder course), Payne & Dolan has also submitted an invoice dated June 25, 2019, in the amount of \$242,900.00. In accordance with the development agreement the Town is in position to reduce the letter of credit in the amount of \$362,569.00 computed as follows:

Letter of Credit Reduction

- Total Letter of Credit (Includes 20% Financial Guarantee) = \$1,725,433.32
- Amount of previous reductions = \$596,228.08
- Total amount of construction completed = \$958,797.08
- Amount Approved this request = \$362,569.00
- Balance of Letter of Credit = \$766,636.24

Please note, the amount approved within this letter of credit reduction does not total the same as invoiced by the Developer's Contractors. Per Section X of the Developer's Agreement, the letter of credit will be reduced from time to time providing that the remaining letter of credit is sufficient to secure payment for the remaining improvements. At this time, I feel there is still a significant amount of work required for the completion of the ponds and restoration so no additional reduction shall occur until those work efforts are complete.

Gina, the remaining construction dollars are subject to the 20% financial guarantee, as outlined within the developer's agreement. The balance of the letter of credit will be eliminated once the construction of the subdivision improvements has been completed and accepted by the Town, all lien waivers have been received for contractors, subcontractors and suppliers, and finally all Town invoices for administrative costs and inspection fees have been paid.

Should either you or the Town Board have any further questions please contact me.

Sincerely,

KUNKEL ENGINEERING GROUP

Mitchell Leisses, Office/Project Manger

Enclosures

Gallitz Grading, Inc.
 N6131 Cty Rd Y
 Johnson Creek, WI 53038
 Phone # 920-699-9347

Invoice

DATE	INVOICE #
5/30/2019	10271

BILL TO
Miller Marriott Custom Homes, LLC 249 Pawling Ave., Ste. 201 Hartland, WI 53029

P.O. NO.	TERMS	PROJECT
	30-Days	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	RE: Barnwood Conservancy Synthetic pond liner that has been delivered (materials only) and is on site	60,000.00	60,000.00
	Gestra billing	3,647.05	3,647.05
	Sales Tax - Waukesha Co	5.10%	0.00

Thank you for your business!

1.5% Interest Charged Per Month After 30 days.

Total

\$63,647.05

Fax #	E-mail	Web Site
920-699-3299	office @ gallitzgradinginc.com	www.gallitzgradinginc.com

We accept Mastercard & Visa and
 there is a \$5,000 charge limit.

Gallitz Grading, Inc.
 N6131 Cty Rd Y
 Johnson Creek, WI 53038
 Phone # 920-699-9347

Invoice

DATE	INVOICE #
6/28/2019	10339

BILL TO
Miller Marriott Custom Homes, LLC 249 Pawling Ave., Ste. 201 Hartland, WI 53029

P.O. NO.	TERMS	PROJECT
Barnwood	30-Days	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Per Estimate - gravel on roads Sales Tax - Waukesha Co	119,669.00 5.10%	119,669.00 0.00
Thank you for your business! 1.5% Interest Charged Per Month After 30 days.		Total	\$119,669.00

Fax #	E-mail	Web Site
920-699-3299	office @ gallitzgradinginc.com	www.gallitzgradinginc.com

We accept Mastercard & Visa and
there is a \$5,000 charge limit.



PAYNE & DOLAN
INCORPORATED
 A WALBEC GROUP COMPANY

INVOICE

TO: Miller Marriott Construction Co LLC
 240 Pawling Ave, Ste 201
 Hartland, WI 53029

DATE: June 25, 2019
 PROJECT MANAGER: Parker Sovey
 CUSTOMER #: 818727
 INVOICE #: 204915-01

JOB NAME: Barnwood Conservancy

For furnishing the necessary labor, materials and equipment to complete the above named project as follows:

2019 Asphalt Binder -	\$ 178,050.00
2019 Concrete Curb -	\$ 64,850.00
TOTAL AMOUNT DUE THIS INVOICE	\$ 242,900.00

SPS

*If you have any questions or concerns on this invoice, please contact me @ 262-366-5587
 Thank you.*

Remit To: P.O. Box 781 - Waukesha, WI 53187-0781
 262-524-1700 - FAX 262-524-1845

INVOICE DUE NET UPON RECEIPT



107 PARALLEL STREET
BEAVER DAM, WI 53916

1115 S MAIN STREET
WEST BEND, WI 53095

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

July 2, 2019

VIA EMAIL ONLY

Gina Gresch, Town Administrator
Town of Lisbon
W234 N8678 Woodside Road
Lisbon, WI 53089

Re: Barnwood Conservancy | Acceptance of Work

Dear Ms. Gresch,

Construction of the Barnwood Conservancy development has been moving forward with recent work efforts including preparation of the base course, curb and gutter installation, asphalt binder course paving and aggregate shoulder installation. Kunkel Engineering Group had an inspector onsite during these improvements and can confirm said improvements have been completed in accordance with to the project plans, Town of Lisbon's Town Code and Developer's Agreement.

At this time, the Developer is seeking acceptance of the work in an effort to move forward in obtaining building permits for the construction of several homes within Barnwood Conservancy.

Gina, it is recommended the the Town Board proceed with acceptance of the current improvements, allowing for the building permit application process to continue forward. Please note, per the Developer's Agreement, acceptance of the work does not absolve the Developer of site maintenance. Furthermore, the Developer will be required to repair any damage from home construction prior to final acceptance.

Should either you or the Town Board have any questions, please contact me at your convenience.

Sincerely,

KUNKEL ENGINEERING GROUP

Mitchell Leisses
Office/Project Manager

Enclosures

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
AIR ONE EQUIPMENT INC						
23	AIR ONE EQUIPMENT INC	144008	VEHICLE WASH SOLUTION - FD	05/08/2019	83.50	10-522-530-5410 EQUIPMENT MAINTENANCE - FD
Total AIR ONE EQUIPMENT INC:					83.50	
ALL-WAYS CONTRACTORS INC.						
32	ALL-WAYS CONTRACTORS INC.	42169	TOPSOIL STORM WATER PROJECT R	06/19/2019	70.00	90-533-530-6300 SAND/TOPSOIL - SW
Total ALL-WAYS CONTRACTORS INC.:					70.00	
ARROWHEAD PROPERTY MAINTENANCE LLC						
2600	ARROWHEAD PROPERTY MAIN	2769	WEED CUTTING - W220 N5423 TOWN	07/01/2019	150.00	10-533-530-4400 CONTRACTED SERVICES - HIGHWAY
2600	ARROWHEAD PROPERTY MAIN	2770	WEED CUTTING - N54 W22114 BONNI	07/01/2019	250.00	10-533-530-4400 CONTRACTED SERVICES - HIGHWAY
2600	ARROWHEAD PROPERTY MAIN	2771	WEED CUTTING - GOLF VIEW LN	07/01/2019	100.00	10-533-530-4400 CONTRACTED SERVICES - HIGHWAY
Total ARROWHEAD PROPERTY MAINTENANCE LLC:					500.00	
BATZNER PEST CONTROL						
2580	BATZNER PEST CONTROL	2710215	BUG SPRAYING - TOWN HALL	06/20/2019	40.00	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total BATZNER PEST CONTROL:					40.00	
BOUND TREE MEDICAL LLC						
130	BOUND TREE MEDICAL LLC	83240260	SANI WIPES AMBO	06/12/2019	60.72	10-523-530-3860 MEDICAL SUPPLIES - AMBO
130	BOUND TREE MEDICAL LLC	83241682	MISC MEDICAL SUPPLIES - AMBO	06/13/2019	869.24	10-523-530-3860 MEDICAL SUPPLIES - AMBO
130	BOUND TREE MEDICAL LLC	83243030	GLOVES & ICE PACKS - AMBO	06/14/2019	167.09	10-523-530-3860 MEDICAL SUPPLIES - AMBO
130	BOUND TREE MEDICAL LLC	83252470	BLOOD GLUCOSE TEST STRIPS, IV S	06/24/2019	125.56	10-523-530-3860 MEDICAL SUPPLIES - AMBO
Total BOUND TREE MEDICAL LLC:					1,222.61	
BRAD HACKBARTH						
2595	BRAD HACKBARTH	S452-18-21	BUILDING BOND REFUND - HACKBAR	06/28/2019	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total BRAD HACKBARTH:					2,500.00	
BROOKS TRACTOR INC						
2598	BROOKS TRACTOR INC	C56781	MINI EXCAVATOR RENTAL	05/23/2019	650.00	90-533-530-5420 EQUIPMENT RENTAL - SW
Total BROOKS TRACTOR INC:					650.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
CHERYL FITTSHUR						
1986	CHERYL FITTSHUR	S607-18-32	BUILDING BOND REFUND - FITTSHUR	06/28/2019	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total CHERYL FITTSHUR:					2,500.00	
CIVIC SYSTEMS LLC						
180	CIVIC SYSTEMS LLC	CVC18058	SOFTWARE SUPPORT FEES JULY - D	06/26/2019	5,558.00	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total CIVIC SYSTEMS LLC:					5,558.00	
COMMUNITY MEMORIAL HOSPITAL						
193	COMMUNITY MEMORIAL HOSPI	0606	MEDICAL SUPPLIES & VARIOUS AMB	06/06/2019	615.51	10-523-530-3860 MEDICAL SUPPLIES - AMBO
193	COMMUNITY MEMORIAL HOSPI	060619	AMBO DRUGS - FENTANYL, MIDAZOL	06/13/2019	40.90	10-523-530-3860 MEDICAL SUPPLIES - AMBO
193	COMMUNITY MEMORIAL HOSPI	061419	GLUCAGON - AMBO DRUGS	06/14/2019	590.00	10-523-530-3860 MEDICAL SUPPLIES - AMBO
Total COMMUNITY MEMORIAL HOSPITAL:					1,246.41	
CRAMER MULTHAUF & HAMMES LLP						
212	CRAMER MULTHAUF & HAMME	315	REG TOWN LEGAL - BATZLER	05/31/2019	672.50	10-518-530-4110 LEGAL FEES - GEN GOV'T
212	CRAMER MULTHAUF & HAMME	315	REG LEGAL ISSUES	05/31/2019	776.25	10-518-530-4110 LEGAL FEES - GEN GOV'T
212	CRAMER MULTHAUF & HAMME	315	TPF DA & LETTER OF CREDIT (REIMB)	05/31/2019	123.75	10-563-530-4120 ATTORNEY - PC - REIMB
212	CRAMER MULTHAUF & HAMME	315	HILLSIDE/164 SEWER EXT (NONREIM	05/31/2019	2,239.25	10-563-530-4110 ATTORNEY - PC - NON-REIMB
212	CRAMER MULTHAUF & HAMME	315	P.C. MTG, REVIEW PROJECTS	05/31/2019	1,410.25	10-563-530-4110 ATTORNEY - PC - NON-REIMB
212	CRAMER MULTHAUF & HAMME	315	BORDER AGRMT/INCORPORATION W	05/31/2019	686.25	10-511-530-8000 BORDER AGREEMENTS
Total CRAMER MULTHAUF & HAMMES LLP:					5,908.25	
ESCH CONSTRUCTION SUPPLY INC						
286	ESCH CONSTRUCTION SUPPLY	605594	14" SAW BLADE - HUSQVARNA CHOP	06/18/2019	195.00	90-533-530-3100 SUPPLIES / GRASS SEED - SW
Total ESCH CONSTRUCTION SUPPLY INC:					195.00	
FALLS AUTO PARTS & SUPPLIES						
307	FALLS AUTO PARTS & SUPPLIE	583883	FILTERS FOR MISC TRUCKS - DPW	06/19/2019	104.37	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
307	FALLS AUTO PARTS & SUPPLIE	583891	AIR FILTER FOR PAVER - DPW	06/19/2019	32.18	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
307	FALLS AUTO PARTS & SUPPLIE	584317	OIL 2686 - FD	07/01/2019	18.85	10-522-530-3700 GAS/OIL/GREASE - FD
Total FALLS AUTO PARTS & SUPPLIES:					155.40	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
GENERAL COMMUNICATIONS INC						
366	GENERAL COMMUNICATIONS I	270728	6 PAGERS - FD	06/20/2019	3,870.00	10-522-530-5430 PAGERS - FD
Total GENERAL COMMUNICATIONS INC:					3,870.00	
GINA GRESCH						
2520	GINA GRESCH	2019 Q1/2	GINA GRESCH 2019 MILEAGE Q1/Q2	06/30/2019	148.54	10-512-530-7800 MILEAGE - ADMINISTRATOR
Total GINA GRESCH:					148.54	
GORDIE BOUCHER						
2596	GORDIE BOUCHER	300748	NUMBER 2 INJECTOR 2653 - AMBO	06/19/2019	926.95	10-523-530-5500 MAINTENANCE - AMBO
Total GORDIE BOUCHER:					926.95	
ITU ABSORB TECH INC.						
469	ITU ABSORB TECH INC.	7266708	MATS & RUGS	06/24/2019	72.99	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total ITU ABSORB TECH INC.:					72.99	
JENSEN EQUIPMENT CO. INC.						
483	JENSEN EQUIPMENT CO. INC.	J-640967	HUSQVARNA CHAIN SAW - DPW	06/19/2019	609.00	10-533-530-3150 SHOP TOOLS - HIGHWAY
Total JENSEN EQUIPMENT CO. INC.:					609.00	
KAREN KELLY						
2592	KAREN KELLY	S526-18-23	BUILDING BOND REFUND - KELLY	06/28/2019	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total KAREN KELLY:					2,500.00	
KUNKEL ENGINEERING GROUP						
370	KUNKEL ENGINEERING GROUP	0235768	HAASS FARMS REVIEW LOC, DA, SW	06/18/2019	2,432.50	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0235768	RIVER GLENN SURFACE PAVING REVI	06/18/2019	1,440.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0235768	NEUMANN HILLSIDE SUBDIV SW REVI	06/18/2019	1,390.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0235768	NORTH RD & LAKE DR DRAINAGE ISS	06/18/2019	1,280.00	90-563-530-4400 ENGINEERING CONSULTANT - SW
370	KUNKEL ENGINEERING GROUP	0235768	DNR TMDI WORK	06/18/2019	660.00	90-563-530-4400 ENGINEERING CONSULTANT - SW
370	KUNKEL ENGINEERING GROUP	0235768	2019 CRACK SEALING PROGRAM BID	06/18/2019	920.00	70-516-570-8100 EQUIPMENT - TOWN HALL
370	KUNKEL ENGINEERING GROUP	0235811	TID #1 ENGINEERING WORK	06/20/2019	9,517.50	65-561-530-3100 TID #1 - ENGINEERING

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total KUNKEL ENGINEERING GROUP:					17,640.00	
LA BELLE VERNICE						
2590	LA BELLE VERNICE	LBV 2019	EPOXY DOWN PAYMENT	06/27/2019	1,337.50	70-516-570-8000 BLDG IMPROVEMENTS - TOWN HALL
Total LA BELLE VERNICE:					1,337.50	
LANGE ENTERPRISES INC.						
552	LANGE ENTERPRISES INC.	69340	FINE WARNING STREET SIGN DECAL	06/19/2019	454.43	10-533-530-3540 SIGNS - HIGHWAY
Total LANGE ENTERPRISES INC.:					454.43	
LAURA OBERT						
2591	LAURA OBERT	REFUND	REFUND OPERATOR LICENSE	06/26/2019	30.00	10-440-441-1100 OPERATOR LICENSE
Total LAURA OBERT:					30.00	
LINCOLN CONTRACTORS SUPPLY INC						
572	LINCOLN CONTRACTORS SUP	M29870	ASPHALT TOOLS	06/26/2019	123.97	10-533-530-3570 IN-HOUSE PAVING - HIGHWAY
Total LINCOLN CONTRACTORS SUPPLY INC:					123.97	
MERTON FEED COMPANY						
615	MERTON FEED COMPANY	26159	GRASS SEED FOR SW RESTORATION	06/21/2019	97.90	90-533-530-3100 SUPPLIES / GRASS SEED - SW
Total MERTON FEED COMPANY:					97.90	
MILWAUKEE COUNTY OEM						
2599	MILWAUKEE COUNTY OEM	F12E275T1	HEARTSAVER CARDS (REIMB BY HAR	05/03/2019	357.00	10-523-530-3860 MEDICAL SUPPLIES - AMBO
Total MILWAUKEE COUNTY OEM:					357.00	
NATIONAL TROPHY & AWARDS						
660	NATIONAL TROPHY & AWARDS	7603	PLAQUE MATERIALS - FD	06/03/2019	153.00	10-522-530-3100 SUPPLIES - FD
Total NATIONAL TROPHY & AWARDS:					153.00	
PHILIPS HEALTHCARE						
722	PHILIPS HEALTHCARE	939083365	HEART START PADS	06/17/2019	619.85	10-523-530-3860 MEDICAL SUPPLIES - AMBO

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total PHILIPS HEALTHCARE:					619.85	
PREMIER BLDG INSPECTIONS LLC						
745	PREMIER BLDG INSPECTIONS	JUNE 2019	JUNE CONTRACT SERV BLDG INSPE	06/30/2019	12,214.33	10-524-530-4400 CONTRACTED SVCS - BLDG INSP
745	PREMIER BLDG INSPECTIONS	JUNE 2019	JUNE MEETING/ENFORCEMENT	06/30/2019	155.50	10-524-530-4500 MTGS & ENFORCEMENT - BLDG INSP
745	PREMIER BLDG INSPECTIONS	JUNE 2019	JUNE REINSPECTION FEES	06/30/2019	120.00	10-200-230-1000 SPECIAL DEPOSITS
Total PREMIER BLDG INSPECTIONS LLC:					12,489.83	
REGENCY BUILDERS						
2118	REGENCY BUILDERS	S795-17-33	BUILDING BOND REFUND - TAKTON	06/28/2019	2,440.00	10-200-230-1000 SPECIAL DEPOSITS
Total REGENCY BUILDERS:					2,440.00	
SERVICE SANITATION WISCONSIN, INC						
2576	SERVICE SANITATION WISCON	7688543	COMMUNITY FESTIVAL RESTROOM F	06/24/2019	825.00	20-552-530-3881 FESTIVAL EXPENSES
2576	SERVICE SANITATION WISCON	7757350	PORTABLE RESTROOM - COMPOST S	06/28/2019	80.00	35-561-530-4400 CONTRACTED SVCS - GRINDER
2576	SERVICE SANITATION WISCON	7757351	PORTABLE RESTROOM - TOWN HALL	06/28/2019	190.00	10-552-530-4400 CONTRACTED SVCS - PARKS
2576	SERVICE SANITATION WISCON	7757352	PORTABLE RESTROOM - STONE FAMI	06/28/2019	80.00	10-552-530-4400 CONTRACTED SVCS - PARKS
2576	SERVICE SANITATION WISCON	7757353	PORTABLE RESTROOM - STONEY HA	06/28/2019	80.00	10-552-530-4400 CONTRACTED SVCS - PARKS
2576	SERVICE SANITATION WISCON	7757354	PORTABLE RESTROOM - FRED KELLE	06/28/2019	80.00	10-552-530-4400 CONTRACTED SVCS - PARKS
2576	SERVICE SANITATION WISCON	7757355	PORTABLE RESTROOM - LISBON OAK	06/28/2019	80.00	10-552-530-4400 CONTRACTED SVCS - PARKS
2576	SERVICE SANITATION WISCON	7757356	PORTABLE RESTROOM - COMMUNIT	06/28/2019	80.00	10-552-530-4400 CONTRACTED SVCS - PARKS
Total SERVICE SANITATION WISCONSIN, INC:					1,495.00	
SHIELD SOLUTIONS						
2597	SHIELD SOLUTIONS	14101	QUICK CONNECTS FOR SPRAY NOZZ	06/20/2019	47.25	10-522-530-5410 EQUIPMENT MAINTENANCE - FD
Total SHIELD SOLUTIONS:					47.25	
STARK ASPHALT						
866	STARK ASPHALT	50046211	ASPHALT POT HOLES & PATCHES	06/15/2019	113.06	10-533-530-3570 IN-HOUSE PAVING - HIGHWAY
Total STARK ASPHALT:					113.06	
STICKYBOYZ LLC						
877	STICKYBOYZ LLC	7577	LOGO SAFETY & COLORED SHIRTS F	06/26/2019	306.00	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
877	STICKYBOYZ LLC	7578	STAFF SEASONAL WORK SHIRTS - PA	06/26/2019	120.00	10-552-530-3140 GENERAL OPERATING SUP - PARKS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total STICKYBOYZ LLC:					426.00	
SWIMMING POOL SERVICES INC						
900	SWIMMING POOL SERVICES IN	246-18	BUILDING BOND REFUND - NEVERMA	06/28/2019	1,000.00	10-200-230-1000 SPECIAL DEPOSITS
Total SWIMMING POOL SERVICES INC:					1,000.00	
THE VICTORY COMPANIES, INC						
2593	THE VICTORY COMPANIES, INC	S565-18-28	BUILDING BOND REFUND - ALLAN BUI	06/28/2019	2,440.00	10-200-230-1000 SPECIAL DEPOSITS
Total THE VICTORY COMPANIES, INC:					2,440.00	
UNIFIRST CORPORATION						
2349	UNIFIRST CORPORATION	0961077335	DPW UNIFORMS & MATS	06/17/2019	65.17	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
Total UNIFIRST CORPORATION:					65.17	
VIERBICHER ASSOCIATES INC						
2374	VIERBICHER ASSOCIATES INC	00005-2019	HAMILTON SD SIGNAGE (REIMB)	06/21/2019	535.00	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00005-2019	JOE'S CAR CARE SPPOO (REIMB)	06/21/2019	401.00	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00005-2019	BROWN PROPERTY (REIMB)	06/21/2019	406.25	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00005-2019	PARADE OF HOMES TEMP PLAN OF O	06/21/2019	250.50	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00005-2019	SHERWOOD FOREST BOWMEN SITE	06/21/2019	102.50	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00005-2019	WILLIAMS CSM (REIMB)	06/21/2019	205.00	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00005-2019	CASEY'S SITE PLAN AMEND (REIMB)	06/21/2019	172.50	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00005-2019	STARK PAVEMT PLAN OF OP AMEND (06/21/2019	196.25	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00005-2019	P.C. MTGS	06/21/2019	736.25	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00005-2019	GENERAL PLANNING & ZONING ASSI	06/21/2019	3,785.00	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00005-2019	INITIAL PLANNER APPT - CSM	06/21/2019	62.50	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00005-2019	INITIAL PLANNER APPT - CSM	06/21/2019	62.50	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00005-2019	MERTON BORDER AGRMT	06/21/2019	468.75	10-511-530-8000 BORDER AGREEMENTS
2374	VIERBICHER ASSOCIATES INC	00005-2019	LANNON BORDER AGRMT	06/21/2019	187.50	10-511-530-8000 BORDER AGREEMENTS
2374	VIERBICHER ASSOCIATES INC	00005-2019	HAASS FARMS PREPLAT REVIEW	06/21/2019	330.00	10-518-530-5700 LAND ACQUISITION/DEVELOPMENT
Total VIERBICHER ASSOCIATES INC:					7,901.50	
WAUKESHA STATE BANK						
2395	WAUKESHA STATE BANK	849-4	2018 PROPERTY TAX INVOICE PROCE	06/24/2019	562.80	10-514-530-4400 CONTRACTED SERVICES -TREASURER

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total WAUKESHA STATE BANK:					562.80	
WCTC						
2411	WCTC	S0690244	FD - TUITIONS - DOROW	05/28/2019	1,103.20	10-522-530-7700 EDUCATION - FD
2411	WCTC	S0690244	FD - TUITIONS - KVEEN	05/28/2019	968.20	10-522-530-7700 EDUCATION - FD
2411	WCTC	S0690244	FD - TUITIONS - TIMM	05/28/2019	1,103.20	10-522-530-7700 EDUCATION - FD
2411	WCTC	S0690244	FD - TUITIONS - ZIELKE	05/28/2019	148.70	10-522-530-7700 EDUCATION - FD
2411	WCTC	S0690244	FD - TUITIONS - CONTRACT CHARGE	05/28/2019	80.00	10-522-530-7700 EDUCATION - FD
2411	WCTC	S0693217	ADMIN EDUCATION - WCTC	06/26/2019	900.00	10-512-530-7700 EDUCATION - ADMINISTRATOR
Total WCTC:					4,303.30	
WESTERN CULVERT & SUPPLY INC.						
2421	WESTERN CULVERT & SUPPLY	058091	CULVERT - DRIVEWAY MOUNTAIN SH	06/18/2019	410.90	90-533-530-6600 CULVERT INSPECTIONS - SW
2421	WESTERN CULVERT & SUPPLY	058170	DRIVEWAY CULVERT REPLACEMT - P	06/25/2019	396.00	90-533-530-6600 CULVERT INSPECTIONS - SW
Total WESTERN CULVERT & SUPPLY INC.:					806.90	
WOODBURY HOMES, LLC						
2594	WOODBURY HOMES, LLC	S604-18-30	BUILDING BOND REFUND - HOLDER	06/28/2019	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total WOODBURY HOMES, LLC:					2,500.00	
Grand Totals:					86,161.11	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
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Dated: _____

TOP 5 EXPENDITURES

Chairman: _____	\$17,640.00	KUNKEL - TID, Crack Sealing Bid, DNR TMDI, Misc REIMB
Board Member #1: _____	\$12,489.83	PREMIER BLDG INSPECTIONS - June Contract Services, Mtgs, Reinspections
Board Member #2: _____	\$ 7,901.50	VIERBICHER - Planning/Zoning, Mtgs, Planner Appts, Border Agrmts, Misc REIMB
Board Member #3: _____	\$ 5,908.25	CRAMER MULTHAUF & HAMMES - Hillside/164 Sewer Ext, PC Mtgs/Reviews, Border/Incorp
Board Member #4: _____	\$ 5,558.00	CIVIC SYSTEMS - Software Support Fees, July - Dec 2019

Report Criteria:
 Detail report.
 Invoices with totals above \$0.00 included.
 Only unpaid invoices included.



Monday, July 01, 2019

Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures and elections from **July 8, 2019 through August 31, 2019** at the Town Hall, W234N8676 Woodside Road, unless indicated otherwise.

Monday, July 8, 2019	Supervisor's Office Hours at 6:00 P.M. followed by Town Board at 6:30 P.M.
Tuesday, July 9, 2019	Lisbon / Merton Joint Border Agreement Public Hearing at 6:30 P.M.
Wednesday, July 10, 2019	Lisbon/Sussex Joint Plan Commission Meeting at 6:30 P.M. (Tentative)
Thursday, July 11, 2019	Plan Commission at 6:30 P.M.
Monday, July 15, 2019	Park Committee at 6:30 P.M. (Richard Jung Memorial Fire Station)
Wednesday, July 17, 2019	Sanitary District Committee at 7:30 P.M.
Monday, July 22, 2019	Supervisor's Office Hours at 6:00 P.M. followed by Town Board at 6:30 P.M.
Thursday, August 8, 2019	Plan Commission at 6:30 P.M.
Monday, August 12, 2019	Supervisor's Office Hours at 6:00 P.M. followed by Town Board at 6:30 P.M.
Monday, August 19, 2019	Park Committee at 6:30 P.M. (Richard Jung Memorial Fire Station)
Wednesday, August 21, 2019	Sanitary District Committee at 7:30 P.M.
Monday, August 26, 2019	Supervisor's Office Hours at 6:00 P.M. followed by Town Board at 6:30 P.M.

Sincerely,

Dan Green, WCMC
Town of Lisbon Clerk

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



ADMINISTRATOR REPORT

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Wednesday, July 3, 2019

EPOXY COUNTERTOPS

The epoxy countertop work will begin Monday, August 12 and will take a few weeks to do the office since it has to be done in sections. We are all really looking forward to that! The office staff is thankful for approving that.

RECYCLING PROGRAM DIVIDENDS

I checked with Waukesha County for a more in-depth explanation about why the dividends drastically decreased. They informed me that the international markets have been putting a lot of pressure on the local recycling system. Currently the Materials Recovery Facility Fund balance is at a level that requires the temporary suspension of base and recycling incentive dividend payments. One of the ways we can reduce costs immediately is by reducing contamination. This will help protect the fund balance moving forward. Waukesha County is in the final stages of developing an in-depth anti-contamination campaign that will provide town-specific contamination information as well as social media posts, articles, and displays to encourage residents to recycle right. Waukesha County looks forward to partnering with us to ensure that our residents have access to these messages.

GOVERNOR VETOED THE QUARRYING SECTION OF THE BUDGET BILL

At the last meeting I informed the Town Board that there was a proposal to take away all local control over quarries in the budget bill and we sent a letter to the Governor requesting him to veto it, which he did. [Click here](#) to read the article about it from the League of Wisconsin Municipalities.

JUNE ACH / AUTOPAY REPORT

The June ACH / Auto Pay report is on the following page for your review/reference.

ACH & AUTOPAYS CHECKLIST

JUNE 2019

PRINT
PAYMENT FOR
AMY

VENDOR	AMT	DATE PAID	DATE JE DONE	PRINT PAYMENT FOR AMY	NOTES
WE ENERGIES					
Community Park	\$ 88.67	2019-06-25	2019-06-19	Y	Group Billing started June!
Down Under Shelter	\$ 16.25	2019-06-25	2019-06-19	Y	
Hilltop Shelter	\$ 16.25	2019-06-25	2019-06-19	Y	
Hwy Elec	\$ 276.05	2019-06-25	2019-06-19	Y	
Park Maint Bldg	\$ 87.60	2019-06-25	2019-06-19	Y	
Park Dept Gas	\$ 26.14	2019-06-25	2019-06-19	Y	
Pump House	\$ 16.25	2019-06-25	2019-06-19	Y	
Richmond St Elec	\$ 1,213.10	2019-06-01	2019-06-19	Y	
Richmond St Gas	\$ 88.04	2019-06-25	2019-06-19	Y	
Rivers End Street Lights	\$ 10.87	2019-06-25	2019-06-19	Y	
Stone Family Park	\$ 16.14	2019-06-01	2019-06-19	Y	
Street Lights	\$ 2,200.28	2019-06-25	2019-06-19	Y	
Town Hall Pavillion	\$ 41.11	2019-06-25	2019-06-19	Y	
911 Memorial			2019-06-19	Y	
Town Hall Elec	\$ 193.88	2019-06-25	2019-06-19	Y	
Town Hall Garage	\$ 23.24	2019-06-25	2019-06-19	Y	
Town Hall Gas	\$ 67.54	2019-06-25	2019-06-19	Y	
Good Hope Fire Elec (TOL)				Y	
Good Hope Fire Gas (TOL)	\$ 331.37	2019-06-25	2019-06-19	Y	
Good Hope Hwy Gas (TOL)				Y	
GRAND TOTAL WE ENERGIES	\$ 4,712.78				
AT&T					
Town Hall Fire Station	\$ 50.04	2019-06-25	2019-06-24	Y	Canceled, prorated final bill pd
US CELLULAR					
Park Director Compost Site Fire Chief					DO NOT PAY JUNE. Incorrect billing cycle. Resolved for July.
SPECTRUM					
Server	\$ 174.46	2019-06-01	2019-06-19	Y	no discount due to TV service discount applied mid mo, will be \$99.98/mo, down from \$114.98 discount applied mid mo, will be \$84.99, down from \$99.99 discount applied last mo, \$80/mo savings, down from \$199.99
Good Hope DPW / FD	\$ 88.98	2019-06-24	2019-06-19	Y	
Parks	\$ 73.99	2019-06-24	2019-06-19	Y	
Town Hall	\$ 119.99	2019-06-24	2019-06-19	Y	

VENDOR	AMT	DATE PAID	DATE JE DONE	PRINT PAYMENT FOR AMY	NOTES
VERIZON					
(5) Account	\$ 199.14	2019-06-30	2019-06-25		
(6) Account	\$ (87.62)	2019-06-15			credit from tax exempt
E.H. WOLF & SONS					
Diesel	\$ 3,591.00	6/13/2019 & 6/28/2019	2019-06-26	Y	new ACH
Unleaded	\$ 490.18	2019-06-28	2019-06-26		
ANTHEM					
Insurance	\$ 7,613.87	2019-06-15	2019-06-19	Y	
DELTA DENTAL					
Insurance	\$ 997.73	2019-06-03	2019-06-19	Y	adjustments done this mo
UHC					
Insurance	\$ 168.12	2019-06-14	2019-06-19	Y	
AFLAC					
KP, GG, AB	\$ 362.88	2019-06-04	2019-06-19	Y	

JUNE 2019 DPW MONTHLY REPORT



TOWN BOARD & ADMINISTRATOR,

- Staff completed the first round of roadside mowing
 - Staff completed storm water projects consisting of installing rip rap and culverts at various locations
 - Staff saw cut and pulled out crumbled asphalt pavement and replaced with new asphalt on sections of road throughout Town
 - Staff performed the weekly duties of maintaining the Compost Site
 - Staff relocated the exterior LED light on the chimney at the Town Hall in preparation of the chimney removal
 - Staff cleaned up fallen trees from storm damage
 - Staff cleaned storm sewer grates and culverts as needed with all the rain
 - Staff attended Level 2 & 3 tree cutting classes
 - Staff helped the FD with PM's on 2 of the ambulances
 - Staff performed repairs and preventive maintenance on trucks and equipment as needed
-
- I attended the monthly WCPWA meeting
 - I attended 1 board meeting
 - I performed Weed Commissioner duties with checking vacant lots and attending to resident concerns of tall grass complaints
 - Gina and I met with Refrigerant Depot and Goodwill to go over our September recycling event
 - I met with Mitch to go over some storm water projects and start getting a plan together for the 2020 budget
 - I attended a WE Energies meeting in regards to the Haass Farms development
 - I worked with staff throughout the month on paving, storm water work and tree damage clean-up

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

July 2019 Parks Report

Park Staff duties:

- ☺ Daily sport field maintenance continues on all of Lisbon's fields
- ☺ Daily seasonal mowing operations of our parks & municipal grounds.
- ☺ Training on park operations of 3 new seasonal park staff members.
- ☺ Equipment & Fleet maintenance
- ☺ Removal of 2 ash trees, 1 box elder tree and several tree limbs that came down due to passing storms this past month in Community Park, Plainview Parkway, Lisbon Oaks Park.
- ☺ Park Staff spread over 200 yards of woodchips on all playgrounds alone with 175 yards woodchips thought-out Community Park in planting beds and around trees.
- ☺ 23 reservations this past month of the town's open air shelters, cleaning of each shelter before and after each rental throughout the Lisbon Park system.
- ☺ De-weeding planting beds and weed trimming throughout the parks and municipal grounds.
- ☺ Weekly garbage collection and restroom facilities cleaning.
- ☺ Lisbon Community Festival was held on June 22, 2019 had a good turnout for being the first year. The Lisbon Park Committee is already working on next year's Community Festival venue details to follow in the next couple of months.
- ☺ Superintendent works with staff on park duties/projects on a daily bases.

Submitted by:
John Greiten
Lisbon Park Superintendent



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Ehlers' Proposal for TID No. 2 Feasibility Analysis

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Wednesday, July 3, 2019

RECOMMENDATION: Approve the proposal subject to Vanguard reimbursing the Town of Lisbon for Ehlers' fees.

EXPLANATION

Wanguard has approached the Town of Lisbon to develop property on CTH K, just west of STH 164, which we refer to as the "Brown Property". This parcel is the dividing line between Sussex and Lisbon, in which Wanguard is currently developing the parcel to the east in the Village of Sussex.

Due to the location of the properties and projects involving the Town of Lisbon, Village of Sussex and Waukesha County, Dale Shaver, Waukesha County Parks and Land Use Director had a meeting with all three parties to discuss how both areas could be developed, have utilities and possibly include Waukesha County for STH 164 / CTK K improvements. He suggested a Joint TID District but in order to see the financial feasibility, a study needs to be completed.

Waukesha County is asking the Town to approve Ehlers to do a Phase I Feasibility Analysis for a possible TID. Wanguard has offered to reimburse the Town for Ehlers' fees, which for Phase I is \$5,900.

I recommend approval.

June 24, 2019

RECEIVED

By Gina Gresch at 4:51 pm, Jun 24, 2019

Gina Gresch, Town Administrator
Town of Lisbon, Wisconsin
W234 N8676 Woodside Rd
Sussex, WI 53089

Re: Written Municipal Advisor Client Disclosure with the Town of Lisbon (“Client”) for TID No. 2
Creation (“Project” Pursuant to MSRB Rule G-42)

Dear Gina:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers



Jon Cameron, CIPMA
Senior Municipal Advisor/Vice President

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B Tax Incremental Financing Services

Scope of Service

Client has requested that Ehlers assist Client with the creation of Tax Incremental Finance District No. 2 (TID 2) (“Project”). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
 - Equalized Value test.
 - Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation).
 - Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - Identification of the type or types of districts that may be created.
 - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
 - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
 - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
 - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
 - A draft time table for the Project.

- Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
- When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission¹, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the following table. Ehlers will ensure that selected dates meet all statutory timing requirements, and will provide documentation and notices as indicated.

¹If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

Meeting	Ehlers Responsibility	Client Responsibility
Initial Joint Review Board	<p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p> <p>Designate Client Joint Review Board representative.</p> <p>Identify and recommend Public Joint Review Board representative for appointment.</p>
Plan Commission Public Hearing	<p>Prepare Notice of Public Hearing and transmit to Client's designated paper.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p>
Plan Commission Public Hearing	<p>Attend hearing to present draft Project Plan.</p>	<p>Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation).</p> <p>Prepare meeting minutes.</p>
Plan Commission	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for Plan Commission consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Distribute Project Plan & resolution to Plan Commission members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Governing Body Action	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for governing body consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Provide Project Plan & resolution to governing body members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Joint Review Board Action	<p>Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions.</p> <p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present final Project Plan.</p> <p>Provide approval resolution for Joint Review Board consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p>

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client’s staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board, and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers will:

- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

Compensation

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers as follows:

Phase I	\$ 5,900
Phase II	\$ 7,500
Phase III	\$ 1,600
Total	\$ 15,000

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$300.00/hour.

Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition	\$1,000
Amendment Packet with Territory Subtraction	\$1,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

“Highland Business Park – Phase II”

Project Narrative

07.1.19

Waukesha County’s demand for Industrial Properties has outstripped its supply. In 2017, Waukesha County commissioned the Southeastern Wisconsin Regional Plan Commission (SEWRPC) to prepare an Industrial/Business Park Absorption Study to identify areas in the County that could help fill the County’s needs. The Study identified several parcels that met the County’s criteria for industrial expansion. Most notably, properties adjacent to existing Industrial/Business Parks that had vacant land and existing utilities reasonably available were identified.

Wangard Partners, Inc is proposing to develop one of those properties. Adjacent to our existing Highland Business Park, which has recently started construction to the East in the Village of Sussex, WI, we are proposing to develop 75.5 acres of land, currently known as the Brown Farm (Bette Brown Slayton Living Trust), in the Town of Lisbon.

Phase I of Highland Business Park is being developed as a Planned Development Overlay (PDO) to allow for flexibility in design and use. The Park is being developed with BP-1/PDO, Business Park, B-2/PDO, Regional Business District, and INRI/PDO Conservancy uses in mind. The Park will have access from a new intersection on STH 164 at Highland Drive, north of the existing S. Corporate Circle, and connect to a new intersection on CTH K at Highland Drive. Phase I will provide sufficient utility capacity and connections to allow for an extension off Highland Drive to the West as part of Phase II.

Phase II - Highland Business Park (Town of Lisbon), is proposed to be developed as a traditional Business Park with a mix of uses including Business Park, BP-1, C-1 Conservancy, and A-10 Agricultural. At this point, the current developable area of Phase II (southern 2/3 or approx. 55 Ac.) would be limited to Business Park uses only, and the northern 1/3 of the Brown Farm, which has access off Richmond Road, will for the time being, remain as A-10 Agricultural and C-1 Conservancy Wetland.

Phase II is proposed to be served by a roadway extension off Highland Drive with the potential connection down to CTH K at McKerrow Drive. Within Highland Drive and CTH K are the utilities necessary to serve development within Phase II. Future development along Richmond Road will allow for the sewers to drain south. Depending on what is developed, water may be required from the Village.

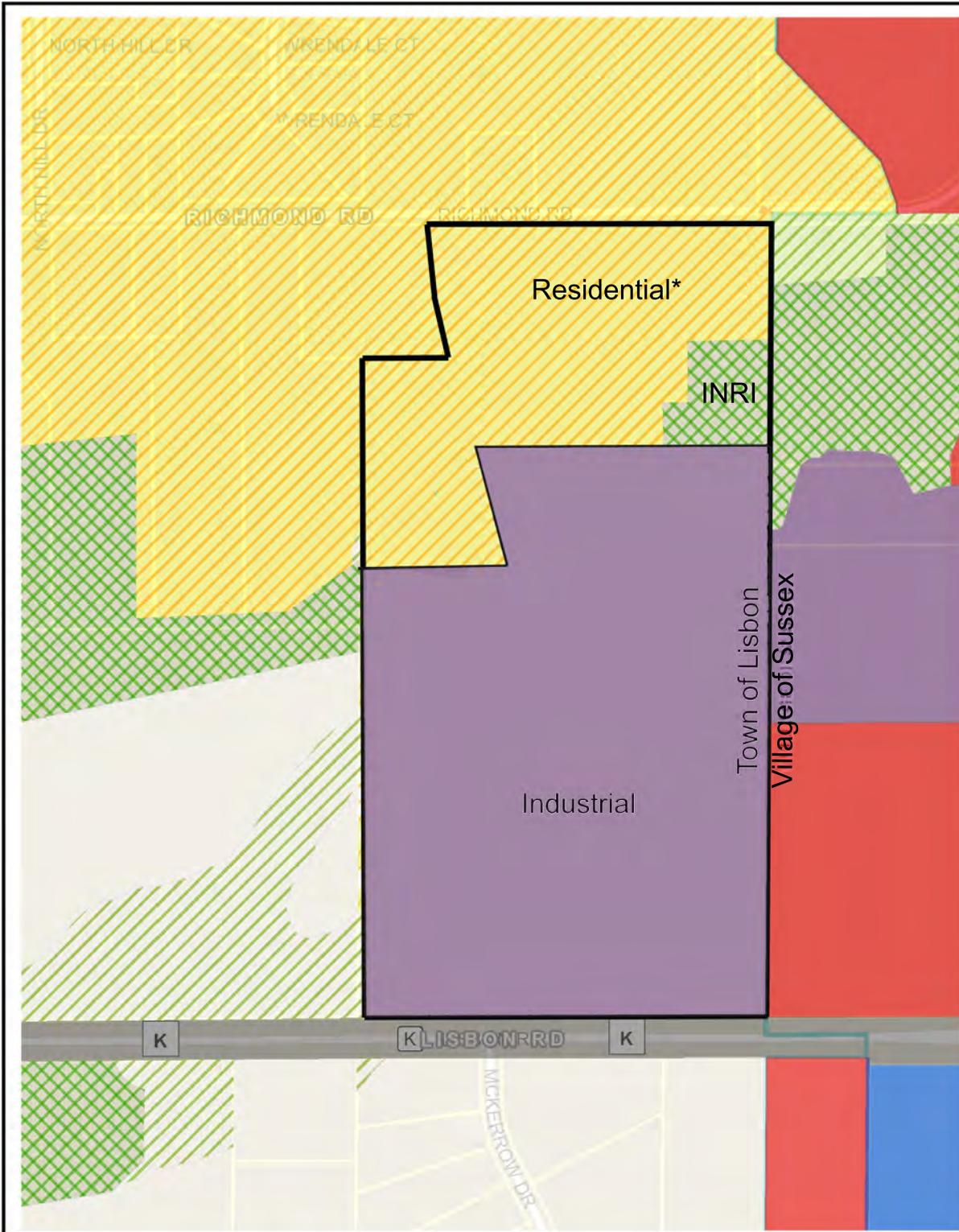
The Boundary Stipulation and Intergovernmental Cooperation Agreement between the Village of Sussex and the Town of Lisbon allows the Brown Farm to connect to the Village of Sussex Sanitary district. We will need to negotiate access to the Village water system.

Due to the high cost of extending utilities to service the new park, Wangard would request that the land be covered in a new Tax Incremental Finance District (TID) with an approximate 10-15 year return. Wangard would also request that the Town cooperate with the County on any funding mechanism, and we request the Town cooperate with Wangard in procuring a TEA Grant from the State DOT for the intersection of STH 164 & CTH K, and CTH K upgrades and improvements.

Estimated value of proposed infrastructure improvements (CTH K, new road extension, sanitary extension, water looping; \$12,000,000. Estimated value of proposed new buildings (core & shell) and site improvements \$50,000,000

Financing will be provided through a conventional bank construction loan. Highland Business Park, LLC has strong banking relationships that will allow financing to readily be obtained for the project. Initial Bank references are available upon request.

Brown Farm - Proposed Land Use



Legend

- Parcels (Click for details)
- Plats (Click for details)
- Retired Parcels (Click for details)
- Retired Plats (Click for details)
- County Development Codes
 - HDR (<6,000 sf/dt)
 - MDR (6,000 - 19,000 sf/dt)
 - LDR (20,000 sf - 100,000 sf/dt)
 - SDR I (1.5 - 2.9 ac)
 - SDR II (3.0 - 4.9 ac)
 - Rural density and other open lands
 - Farmland Pres w/El
 - Farmland Pres (> 100 ac)
 - Primary Environment
 - Secondary Environment
 - Isolated Natural Resources
 - Recreational
 - Commercial and Community
 - Governmental and Institutional
 - Mixed Use
 - Industrial
 - Transportation, Communication
 - Highway and Rail
 - Extractive
 - Landfill
 - Surface water

Notes:

0 546.60 Feet

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



Highland Business Park - Phase II

040

A-10*

BP-1/PDO
Isolated Natural
Resource Area
12.0 Ac.

C-1

C-1

BP-1

PHASE II

PHASE I

BP-1/PDO

Drive

(Future Road)

Business

BP-1

Sharec

2.6 Ac.

B-2/P

3.0 Ac



1000 ft

Kathryn Sawyer Gutenkunst

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

June 7, 2019

Michael A. Batzler
B&N-Lisbon, LLC
8803 W. Fond du lac Avenue
Milwaukee, WI 53225

Re: Twin Pine Farms IIA

Dear Mr. Batzler:

This office represents the Town of Lisbon. In our capacity as Town Attorney we have been asked to collect impact fees as owed per the Developer's Agreement for Twin Pine Farms II.

It has come to the Town's attention that you have breached the Developer's Agreement with the Town by allowing lots in Phase IIB of the Twin Pines Farm subdivision to be developed and sold prior to approval by the Town Plan Commission and Town Board and collection of impact fees which is a clear violation of Section XXVII of the Developer's Agreement.

Due to the breach of the Developer's Agreement, the Town of Lisbon has been damaged by your failure to pay impact fees on the lots that have been developed and sold without approval by the Town Plan Commission and Town Board. The total amount owed is \$47,373.11.

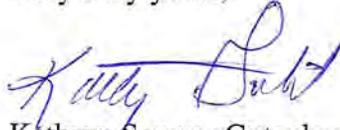
The Town is demanding that payment in the amount mentioned above be paid in full within seven (7) business days of the date of this letter. If the funds are not received by the Town as requested, additional steps will be undertaken to collect the fees which may result in additional costs for which you may be liable.

Please direct any questions to this office.

June 7, 2019
Page 2

In the event that I do not hear from you, I will assume that you have denied the demand, and will advise our client to file suit against Batzler Development LLC, B&N-Lisbon, LLC, and yourself individually, for the breach of the Developer's Agreement.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Kathy Subt".

Kathryn Sawyer Gutenkunst
Kevin J. Clark

KJC:jaf

CC: Gina Gresch (via email)



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Washington County Highway Department Request for Letter of Support

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Wednesday, July 3, 2019

RECOMMENDATION: Direct Administrator to send requested support letter.

EXPLANATION

Washington County is looking for support from the Town of Lisbon and Village of Richfield for the need of a roundabout at CTH Q and Hillside Drive so they can apply for funding for the project. Public Works Director DeStefano has been included on the emails and does agree something needs to be done there.

At this time, it is uncertain how much the Town will be financially responsibility for. Washington County will not ask either municipality to commit to anything during the conceptual part of the project. If they do receive the federal funding (that is a 90/10 split) and the project proceeds, they will then meet and ask the two municipalities for participation. At that time, they may have a better idea on project cost, timing, and scope.

A draft support letter is on the following page for your review.





Tuesday, July 9, 2019

Washington County Highway Department
Attn: Mr. Scott M. Schmidt, County Highway Commissioner
900 Lang Street
West Bend, WI 53090

RE: Letter of Support for Round-a-bout at CTH Q and Hillside Road

Dear County Highway Commissioner Schmidt,

The Town of Lisbon (pop. 10,301) understands that the County is exploring the potential of converting the intersection of CTH Q and Hillside Road into a roundabout intersection. This proposed intersection modification is based on a traffic study conducted in the spring of 2019 by TADI. As you are well-aware, over the last several years, there has been an increasing amount of calls from the public regarding the safety of this intersection. As a staff, we are pleased at your desire to work to improve the safety of the traveling public as we were recently informed several weeks ago that this intersection has one of the highest rates of crashes of anywhere in Washington County where a local road connects to the State or County Trunk Highway. Staff fears that the high rates of crashes at this intersection will only continue to rise as we see an increase in residential developments in the northern part of our community.

This area currently serves a variety of residential developments with several more that are in various stages of approval or completion. Newer subdivisions like River Glen, consisting of 16 lots, was approved in 2017 and is almost fully built out. Twin Pine Farms Phase II-B, approved more than 10 years ago is actively building on eight lots for this September's Parade of Homes and will be selling and building on the remaining 30 lots. Also, the lands north of and adjacent to Twin Pine Farms Phase II-B is a development in the approval process for a 42-lot subdivision, Haass Farms which is likely to break ground this fall. Further south along Lake Five Road will be Twin Pine Farms Phase III, number of lots to be determined and south of that at the corner of Lake Five Road and Silver Spring Drive is Barnwood Conservancy, consisting of 52 lots began construction earlier this year.

Please see the attached map of Lisbon that we believe have the potential to affect traffic counts at the subject intersection of CTH Q and Hillside Road. If you have any further questions or concerns, please contact me.

Sincerely,

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

From: [Scott Schmidt](mailto:Scott.Schmidt)
To: Rick.Hansen@artemax.com
Cc: ggresch@townoflisbonwi.com; administrator@richfieldwi.gov
Subject: Cth w and hillside
Date: Wednesday, July 3, 2019 7:22:50 AM

Mr Hansen. We did get the information from the town of Lisbon concerning future development. The initial work done by our consultant supports the feasibility of a roundabout at the intersection. We have asked the village of Richfield and town of Lisbon for letters of support of the concept of a roundabout at the intersection. We did receive a letter from the village and the town of Lisbon will be taking this matter up at their board meeting next week on Monday July 8. Our consultant is working on setting up a meeting with dot safety engineers to discuss our funding application. I am out of the office until the 11th but will be reaching out to the village to get a date for an informational meeting. Our consultant has started working on a few concept drawings that we will have ready for that meeting. Have a great 4th of July.

Sent from my iPhone

The information in this email, and any attachments, may contain confidential information. Use and further disclosure must be consistent with applicable laws. However, if you believe you've received this email in error, delete it immediately and do not use, disclose or store the information it contains

Gina Gresch

From: Scott Schmidt
Sent: Wednesday, June 26, 2019 3:46 PM
To: Gina Gresch
Subject: FW: CTH Q and Hillside
Attachments: CTH Q and Hillside Roundabout Letter of Support.pdf; 20190520_124707.pdf

Gina,

Would the Town of Lisbon be willing to provide a letter of support for our application for Highway Safety Improvement Program funding for a roundabout at the intersection of CTH Q and Hillside Road? Thank you,



SCOTT M. SCHMIDT
Highway Commissioner/County Surveyor, Highway Department
 E: scott.schmidt@co.washington.wi.us
 O: (262) 335-6881 direct
 O: (262) 335-4435 general office
 Washington County Highway Department

900 Lang St.
 West Bend, WI 53090

 [@WashcoWisconsin](https://www.instagram.com/WashcoWisconsin)
 DISCOVER. CONNECT. PROSPER.

From: ASC [<mailto:asc@richfieldwi.gov>]
Sent: Monday, May 20, 2019 2:11 PM
To: Scott Schmidt <Scott.Schmidt@co.washington.wi.us>; Jim Healy <administrator@richfieldwi.gov>; DPW <DPW@richfieldwi.gov>
Cc: Joshua Glass <Joshua.Glass@co.washington.wi.us>
Subject: RE: CTH Q and Hillside

County Highway Commissioner Schmidt,

I've attached a map and letter indicating commercial or residential developments that may affect traffic counts near this project. Please let me know if we may provide any further documentation in support of the County!

Sincerely,

Jen

From: Scott Schmidt <Scott.Schmidt@co.washington.wi.us>
Sent: Tuesday, May 7, 2019 3:23 PM
To: Joe DeStefano Jr. <jdestefano@townoflisbonwi.com>; Jim Healy <administrator@richfieldwi.gov>; DPW <DPW@richfieldwi.gov>
Cc: Gina Gresch <ggresch@townoflisbonwi.com>; Joshua Glass <Joshua.Glass@co.washington.wi.us>
Subject: CTH Q and Hillside

Jim and Gina,

Washington County had a very positive meeting with TADI (consulting firm) yesterday. Washington County is in the process of determining if it should apply for funding for a roundabout at this intersection. As part of the meeting yesterday, TADI asked if there is future development planned near (within 2 miles) of this intersection that may add to future traffic volumes. Washington County does not monitor your Town and Village for development activity, so we need your assistance on this.

Would both of you be willing to provide any details on possible development that we may utilize in our potential application for funding? A map with potential developments would be best. Perhaps a copy of your comprehensive plan with notes added to it?

Once we have this information, we will again discuss this with TADI. At that time, if the County decides to proceed (which is highly likely) we would ask for letters of support from both municipalities. We will also reach out for letters from local landowners.

Thank you,



West Bend, WI 53090



DISCOVER. CONNECT. PROSPER.

SCOTT M. SCHMIDT

Highway Commissioner/County Surveyor, Highway Department

E: scott.schmidt@co.washington.wi.us

O: (262) 335-6881 direct

O: (262) 335-4435 general office

Washington County Highway Department
900 Lang St.

From: Joe DeStefano Jr. [<mailto:jdestefano@townoflisbonwi.com>]

Sent: Tuesday, May 7, 2019 1:25 PM

To: Scott Schmidt <Scott.Schmidt@co.washington.wi.us>; Schnurer, Ryan P - DOT <Ryan.Schnurer@dot.wi.gov>; administrator@richfieldwi.gov; dpw@richfieldwi.gov; Bussler, Allison <abussler@waukeshacounty.gov>

Cc: Flierl, Kurt - DOT <Kurt.Flierl@dot.wi.gov>; Freund, Andrew R - DOT <Andrew.Freund@dot.wi.gov>; Trigg A Knerr <trigg.knerr@daarcorp.com>

Subject: RE: 2709-03-70 STH 164 Extra Work

The Town of Lisbon approves as well, knowing most is in County jurisdiction, so we don't have much say but would like to see it done. We are having a lot of issues with trucks from the quarry and lost truckers getting stuck around that corner.

Thank you,



Joe DeStefano Jr.

DPW Supervisor

Lisbon DPW

N72 W24958 Good Hope Road
Lisbon, WI 53089
262-246-3416

Lisbon Town Hall

W234 N8676 Woodside Road
Lisbon, WI 53089
262-246-6100

From: Scott Schmidt [mailto:Scott.Schmidt@co.washington.wi.us]

Sent: Tuesday, May 7, 2019 12:43 PM

To: Schnurer, Ryan P - DOT; administrator@richfieldwi.gov; jdestefano@townoflisbonwi.com; dpw@richfieldwi.gov; Bussler, Allison

Cc: Flierl, Kurt - DOT; Freund, Andrew R - DOT; Trigg A Knerr

Subject: RE: 2709-03-70 STH 164 Extra Work

Washington County approves the work at this intersection as outlined below.

**SCOTT M. SCHMIDT****Highway Commissioner/County Surveyor, Highway Department**

E: scott.schmidt@co.washington.wi.us

O: (262) 335-6881 direct

O: (262) 335-4435 general office

Washington County Highway Department

900 Lang St.

West Bend, WI 53090

    [@WashcoWisconsin](https://www.instagram.com/WashcoWisconsin)

DISCOVER. CONNECT. PROSPER.

From: Schnurer, Ryan P - DOT [mailto:Ryan.Schnurer@dot.wi.gov]

Sent: Wednesday, May 1, 2019 2:17 PM

To: administrator@richfieldwi.gov; jdestefano@townoflisbonwi.com; dpw@richfieldwi.gov; Scott Schmidt <Scott.Schmidt@co.washington.wi.us>; Bussler, Allison <abussler@waukeshacounty.gov>

Cc: Flierl, Kurt - DOT <Kurt.Flierl@dot.wi.gov>; Freund, Andrew R - DOT <Andrew.Freund@dot.wi.gov>; Trigg A Knerr <trigg.knerr@daarcorp.com>

Subject: 2709-03-70 STH 164 Extra Work

All,

Due to our traffic configuration at Hillside and CTH Q, the tight turning radii have proven difficult to navigate, especially truck traffic, and the edge of asphalt and gravel shoulder is taking a beating. We would like to address this as soon as possible by having Mashuda and Payne and Dolan come in using our contract, mill and replace the alligatored pavement, add a paved shoulder through the radius, and use millings and/or gravel off the new paved shoulder. The attached shows a general idea of the plan. The yellow shade is mill and replace, red shade is add a paved shoulder, green shade is feathering a new shoulder with millings and/or gravel. I'll have a better markup later, as we are taking shots on the grade here.

We will have to perform this work under a flagging operation—Hillside will be forced to one lane at each approach to Q. Flaggers will direct both right and left turners onto Hillside, and traffic coming up to Q from Hillside. We also may do this on a Saturday to avoid traffic from LaFarge.

I am looking for approval to do this from Washington County, Waukesha County, the Village of Richfield, and the Town of Lisbon. Is there a formal process for this, or is keeping everyone in the loop enough? Let me know if you have any questions.

Thanks,

Ryan

Ryan Schnurer, P.E.
Senior Construction Engineer
Cell: 414-303-0029
E-Mail: ryan.schnurer@dot.wi.gov

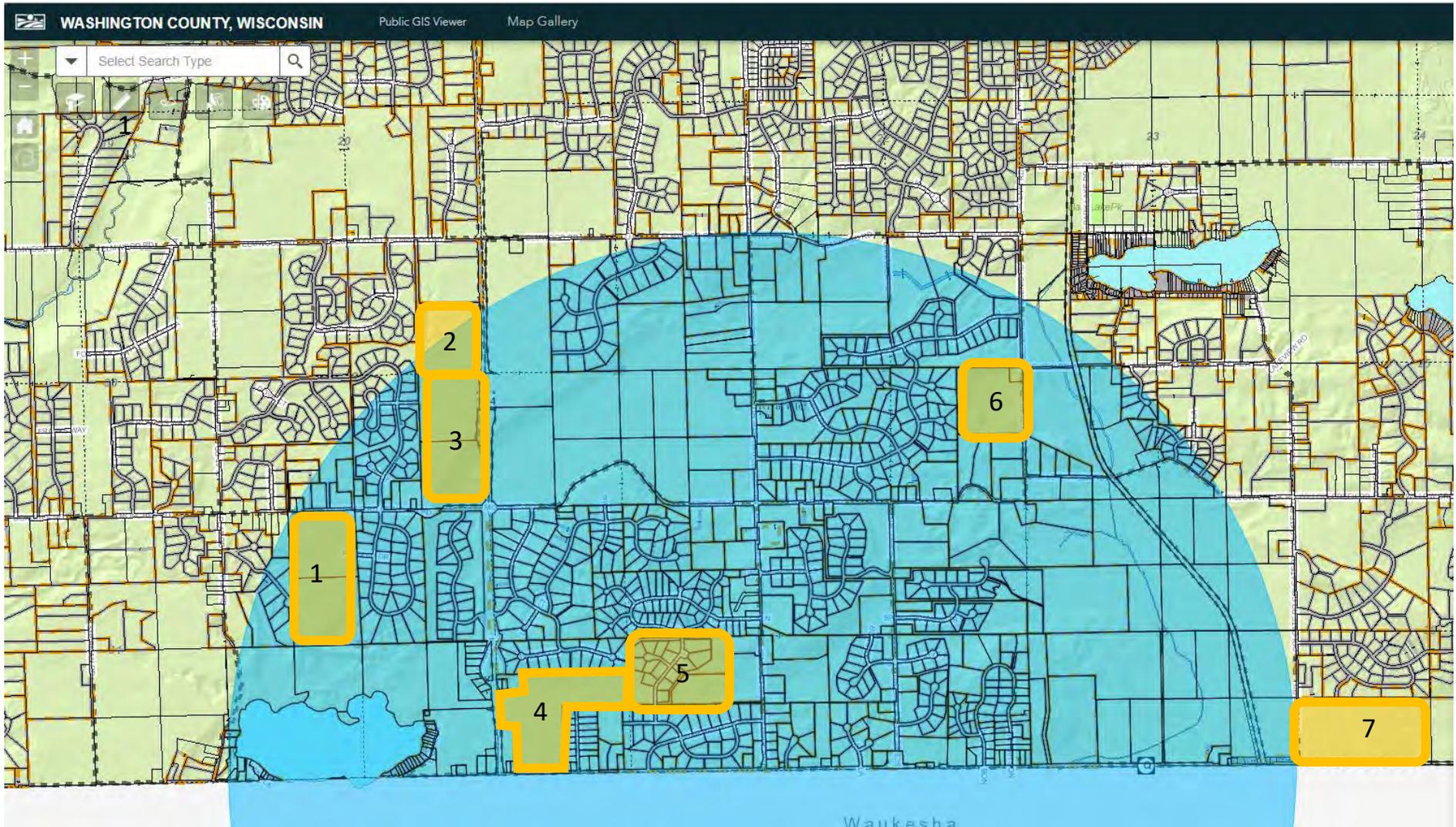


WisDOT Southeast Region
141 NW Barstow Street
Waukesha, WI 53187

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1. Highland Ridge Subdivision, preliminary plat approved at March 14, 2019 Plan Commission Meeting. Parcels have been rezoned to RS-1B Single-Family Cluster/ Open Space Residential District
2. Wooded Hills Bible Church, this establishment attract additional motorists to the subject area
3. Unnamed Conceptual Subdivision being discussed for these four (4) parcels.
4. Neighborhood Activity Center (NAC-1)
5. Bridlewood Estates Subdivision, final plat approved at January 5, 2019 Village Board Meeting. These lots are zoned RS-1B, Single-Family Cluster / Open Space Residential District.
6. Clean Fill Landfill, this business began taking fill in 2018 and attracts additional motorists such as dump trucks.
7. Basse's Taste of Country, this business attracts additional motorists to the subject area.



May 20, 2019

052

Village of Richfield
*Forward. Preserving...
A Country Way of Life!*

Washington County Highway Department
Attn: Mr. Scott M. Schmidt, County Highway Commissioner
900 Lang Street
West Bend, WI 53090

RE: Letter of Support for Roundabout at CTH Q and Hillside Road

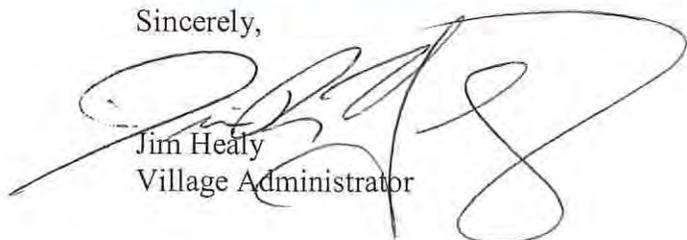
Dear County Highway Commissioner Schmidt,

The Village of Richfield (pop. 11,711) understands that the County is exploring the potential of converting the intersection of CTH Q and Hillside Road into a roundabout intersection. This proposed intersection modification is based on a traffic study conducted in the spring of 2019 by TADI. As you are well-aware, over the last several years, there has been an increasing amount of calls from the public regarding the safety of this intersection. As a Staff, we are pleased at your desire to work to improve the safety of the traveling public as we were recently informed several weeks ago that this intersection has one of the highest rates of crashes of anywhere in Washington County where a local road connects to the State or County Trunk Highway. Staff fears that the high rates of crashes at this intersection will only continue to rise as we see a mix of both commercial and residential developments servicing the southern part of our community.

This area currently serves a variety of residential developments with several more that are in various stages of completion. Newer subdivisions like Bridlewood Estates Subdivision (approved in 2019) and Highland Ridge Subdivision (approved in 2019) are still in their infancy of development. Staff is currently working with prospective developers on conceptual subdivision layouts that would serve a need in this general area as well. Lastly, the Village has larger establishments in this area such as the Wooded Hills Bible Church and Basse's Taste of Country which attract motorists from a regional population as well as our own residents, locally.

Please see the attached map for the locations of all businesses and residential developments that we believe have the potential to affect traffic counts at the subject intersection of CTH Q and Hillside Road. If you have any further questions or concerns, please contact me at administrator@richfieldwi.gov or at 262-628-2260 ext. 115

Sincerely,



Jim Healy
Village Administrator



ASSESSOR CONTRACTS

PREPARED BY: Dan Green, Town Clerk

ITEM DESCRIPTION: Assessor Services Contract and Revaluation Contract

REPORT DATE: Monday, July 8, 2019

RECOMMENDATION: Approval of Assessor Services Contract and Revaluation Contract with Grotta Appraisals, LLC

EXPLANATION

The Town sent out an RFP for bids to perform the duties of the Town Assessor for pricing options. We also set out an RFP for doing a revaluation of real and personal property in 2020. The Town received one bid which was from Grotta Appraisals. They submitted various price options depending on the length of the contract and gives the Town flexibility in the payment schedule for the revaluation. They quoted us on a three, four, and five year contract extension. The revaluation quote came in at \$65,900 which the Town can either pay all at once or spread out with the assessor services contract. This option allows the Town to spread payment out over three (3) years with the 3-year contract, or over two (2) years with the 4-year or 5-year contract.

The following page shows the different price options depending on the length of the contract and repayment options for the revaluation.

RECOMMENDATION

The staff recommendation is to approve a 5-year contract with Grotta Appraisals, LLC for Maintenance of Assessment Records and Application of Use Value for a total yearly cost not to exceed \$37,800.

The staff also recommends approval of the Revaluation Contract with Grotta Appraisals, LLC for a cost not to exceed \$65,900.

ASSESSOR PRICING

CURRENT 4 YEAR	PER YEAR	PER MONTH
\$ 128,400	\$ 32,100	\$ 2,675
PROPOSED		
ASSESSOR SERVICES		
3-YR PROPOSED	W/REVAL	YEAR TOTAL
2020	\$37,000	\$21,967
2021	\$37,000	\$21,967
2022	\$37,000	\$21,967
TOTAL	\$111,000	\$65,900
4-YR PROPOSED		
2020	\$37,200	\$32,950
2021	\$37,200	\$32,950
2022	\$37,200	\$0
2023	\$37,200	\$0
TOTAL	\$148,800	\$65,900
5-YR PROPOSED		
2020	\$37,800	\$32,950
2021	\$37,800	\$32,950
2022	\$37,800	\$0
2023	\$37,800	\$0
2024	\$37,800	\$0
TOTAL	\$189,000	\$65,900

REVALUATION COST BREAKDOWN (per Grota)

**3 year contract, the cost of the revaluation is spread out to 3 years (over the life of the contract).*

**4 and 5 year contract, the cost of the revaluation is spread out to the first two years of the contract.*

**CONTRACT FOR
MAINTENANCE OF ASSESSMENT RECORDS
AND APPLICATION OF USE VALUE**

FOR YEARS 2020 – 2024

THIS AGREEMENT: by and between Grota Appraisals LLC, hereinafter called the "Assessor", and the Town of Lisbon, Waukesha County, Wisconsin, hereinafter called the "Town". The Assessor and the Town for the compensation stated herein, agree as follows:

ARTICLE I

SCOPE OF WORK: the Assessor, having familiarized himself with the local conditions affecting the cost of the work to be done, and the Standard Specifications for the Annual Maintenance of Real and Personal Property Records in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, hereby agrees to perform everything required to be performed and to complete in a professional manner everything required to be completed to comply with State Statutes regarding the assessment of Real and Personal Property on behalf of the Town and in accordance with the General Agreements as stated in Article Three of this contract.

ARTICLE II

COMPENSATION: The Town shall pay to the Assessor for the performance of the contract the following compensation:

\$37,800 annually or \$3,150 per month, January 1, 2020 through December 31, 2024.

(Annual Assessors duties & Use Value, Swamp & Agri-Forest)

ARTICLE III

GENERAL AGREEMENTS:

1. Assessor will perform all of the work required to properly and professionally assess the real and personal property of the Town in accordance with applicable Wisconsin State Statutes.
2. Assessor will review and assess all properties that were under partial construction as of January 1 of the previous year.
3. Assessor will review and assess new construction as of January 1 of the current year.
4. Assessor will mail out state approved blotters to all holders of personal property in the Town, audit the returned forms and place the new values in the assessment roll.
5. Assessor will account for all buildings destroyed or demolished.

6. Assessor will implement use value assessments of agricultural lands per specifications set forth by the Wisconsin Department of Revenue.
7. Assessor will process parcel splits and new plats.
8. Assessor will correct legal descriptions as needed.
9. Assessor will take digital photographs of new construction, also on the review process if needed.
10. Assessor will file building permits or copies of such in property record files.
11. Assessor will maintain property owner lists, with current name and address changes.
12. Assessor will post assessments to real estate transfer returns and record sale information to property record files.
13. Assessor will be responsible for maintaining recent plat and subdivision maps and aerial photographs on file and updated accordingly.
14. Assessor will annually update all property owner record cards with new legal description labels.
15. Assessor will mail Notices of Increased Assessment, form PR-301A.
16. Assessor will conduct Open Book sessions in accordance with Wisconsin State Statues.
17. Assessor will be responsible for ensuring that all procedures are properly completed for the Board of Review proceedings to be held prior to the end of June each year. Assessor will also attend the Board of Review meeting, defending the Assessor's valuation and work products.
18. Assessor will be responsible for providing the Wisconsin Department of Revenue with final reports of assessed valuations after the Board of review meeting.
19. Assessor shall return resident's phone calls within forty-eight (48) hours.
20. Assessor will supply to the Town a means of accessing property records online, if possible.
21. Assessor will also perform all other duties incidental to the normal duties of Assessor.

Submitted to the Town of Lisbon this 19th day of June, 2019.

Michael L. Grota, Member

ACCEPTANCE BY TOWN:

The above contract, terms and general agreements are hereby accepted this 8th day of July, 2019, by Governing Body of the Town of Lisbon.

ATTEST:

JOSEPH OSTERMAN, Chairman

DAN GREEN, Town Clerk



**CONTRACT FOR
MARKET UPDATE IN THE TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN
2020**

THIS AGREEMENT: By and between Grota Appraisals LLC, hereinafter called the "Assessor", and the Town of Lisbon, Waukesha County, Wisconsin, hereinafter called the "Town".

ARTICLE I

SCOPE OF WORK: The Assessor, having familiarized himself with the local conditions affecting the cost of the work to be done, and the Standard Specifications for the Revaluation of all Real and Personal Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, hereby agrees to perform everything required to be performed, and to complete in a professional manner, all the work required to be completed, to revalue all Real and Personal Property within the Town in accordance with all the applicable Wisconsin State Statutes and the General Agreements as stated in Article three of this contract.

ARTICLE II

COMPENSATION: The Town shall pay to the Assessor for the performance of the contract, the sum of \$65,900 (Sixty Five Thousand, Nine Hundred Dollars) for revaluation work, payments shall be made as follows:

(Insert Payment schedule based on Town Board discussion)

ARTICLE III

GENERAL AGREEMENTS: In addition to the normal contract language that states the Assessor will perform everything required to be performed, and to complete everything to be completed in a timely and professional manner, to comply with State Statutes on Revaluations, and Volume I of the Wisconsin State Assessors Manual on Procedures.

Submitted to the Town of Lisbon this 19th day of June, 2019.

Michael L. Grota
Grota Appraisals

ACCEPTANCE BY TOWN:

The above contract, terms and general agreements are hereby accepted this 8th day of July, 2019, by Governing Body of the Town of Lisbon.

ATTEST:

JOSEPH OSTERMAN, Chairman

DAN GREEN, Town Clerk





CREDIT CARD PAYMENTS FOR AMBULANCE BILLING

PREPARED BY:	Amy Buchman, Town Treasurer
ITEM DESCRIPTION:	Lifequest Credit Card Payments
REPORT DATE:	Monday, July 8, 2019
RECOMMENDATION:	Approve entering into a service agreement with Forte to enable the Town to accept credit and debit card payments for ambulance billing.

EXPLANATION

The Town is seeking to enter into a service agreement with Forte Payment Systems, Inc. to provide residents with the opportunity to pay for ambulance charges with a credit or debit card. The charge to the Town for taking credit/debit card payments is \$14.95 per month. All convenience fees (2.09% + \$0.23 per transaction) can be passed on to the consumer. Providing this service potentially could save the Town money with less accounts going to collections, where the Town loses a percentage to the collection agency. This service gives the Town a better chance of collecting ambulance fees and doing so in a much timelier manner than traditional methods. The Town Attorney, Kevin Clark, has reviewed the contract subject to the Town not signing the personal guarantee which was agreed to by the service provider.

LifeQuest receives 20% of their payments via credit card, so any way to avoid these payments going into collection will provide the Town with more potential revenue. The Town's average ambulance payment is \$516 dollars; if the Town collects even one payment utilizing this service that would have gone to collection, we would have more than covered the cost for the year.



RECOMMENDATION

The staff recommendation is to approve entering into a service agreement with Forte Payment Systems, Inc. to enable the Town to accept credit and debit card payments for ambulance billing for a cost not to exceed \$14.95 per month.

Business Information				
Business Name Town of Lisbon Fire Department EMS		Legal Name Town of Lisbon		
Business Ownership Type Government Agency		Tax ID Number (Do Not Enter Hyphens) 396005982		
Street Address (No PO Boxes) W234 N8676 Woodside Road		City Lisbon	State WI	Postal Code 53089
Customer Service Number (920) 787-2291		Website www.townoflisbonwi.com		
Business Category Government		Description of Business Municipality		
Intended Use Sales		Most Transactions Via Internet		
Primary Contact Information				
Primary Contact Name Life Line Billing Systems, LLC d/b/a LifeQu+		Phone Number 920-787-2291	Email Address lifequest@lifequest-services.com	
Sales Information				
Average Sales Amount \$500		Maximum Sales Amount \$1500	Annual Sales \$0.00-\$120,000.00	
Ave Disbursement Amount (If Applicable)		Max Disbursement Amount (If Applicable)	Mo Disbursement Amount (If Applicable) Select	
PLEASE COMPLETE OWNER/CONTROLLER INFORMATION FOR ANY PERSON WITH AUTHORITY OR CONTROL OF THE ENTITY PLEASE COMPLETE OWNER/OFFICER INFORMATION FOR ALL EQUITY OWNERS WITH 25% OR GREATER EQUITY IN THE BUSINESS				
Owner/Controller Information				
First Name Amy		Last Name Buchman		
Home Address (No PO Boxes) 404 Hartridge Dr.		City Hartland	State WI	Postal Code 53029
Ownership % 0	Title Treasurer	Date of Birth 10/25/1986	Social Security Number (Last 4)	
Email abuchman@townoflisbonwi.com		Mobile Phone Number (608) 341-9495		
Owner/Officer Information				
First Name		Last Name		
Home Address (No PO Boxes)		City	State Select	Postal Code
Ownership %	Title Select	Date of Birth	Social Security Number (Last 4)	
Email		Mobile Phone Number		

Owner/Officer Information			
First Name		Last Name	
Home Address (No PO Boxes)		City	State Select Postal Code
Ownership %	Title Select	Date of Birth	Social Security Number (Last 4)
Email		Mobile Phone Number	
Owner/Officer Information			
First Name		Last Name	
Home Address (No PO Boxes)		City	State Select Postal Code
Ownership %	Title Select	Date of Birth	Social Security Number (Last 4)
Email		Mobile Phone Number	
Bank Account Where Funds Will Be Deposited			
Deposit Transit Routing/ ABA Number (9 Digits): 075906854		Deposit Bank Account Information DDA/Checking Account #: 6110016	
If A Different Bank Account Is Needed To Debit Fees, Provide The Information Below			
Debit Transit/Routing/ ABA Number (9 Digits):		Debit Bank Account Information DDA/Checking Account #:	
Personal Guaranty			
<p>The signatory below (the "Guarantor") is a principal of Merchant or other third party, and hereby personally guarantees to Forte Payment Systems, Inc. ("FORTE"), as well as to its successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, whether arising before or after termination of the Agreement. Guarantor understands further that its obligations are independent of Merchant's obligations and that FORTE shall have no obligation to pursue any right or remedy it may have against Merchant or any other guarantor of these obligations prior to enforcing this guaranty against Guarantor. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of this Agreement made by or agreed to by FORTE or Merchant. It shall not be discharged or affected by the death of the Guarantor, but will bind all heirs, administrators, representatives and assigns. Guarantor has no rights of subrogation, reimbursement, indemnification or contribution arising from the existence or performance of this Guaranty, including rights arising under any contract, statutory law or the Bankruptcy Code (Title 11 of the U.S. Code). Guarantor has no right to enforce a remedy which FORTE now has or may later have as against Merchant nor to participate in security now or later held by FORTE. Guarantor may not raise a defense based on a claim that the responsibilities of Guarantor under the Guaranty are more burdensome than or exceed amounts due FORTE by Merchant. Guarantor shall pay all reasonable attorney fees, including allocated costs of FORTE's in-house counsel, court costs and all other expenses FORTE incurs in enforcing this Guaranty. Guarantor hereby waives any notice of acceptance of this guaranty, notice of nonpayment or non-performance of any provision of the Agreement by Merchant, and all other notices or demands regarding the Agreement. Guarantor agrees to promptly provide to FORTE any information reasonably requested from time to time, concerning his or her financial condition(s), business history, business relationships and employment information.</p>			
Signature _____	Printed Name _____	Title Select _____	Date _____
Merchant Authorization and Acceptance of Terms and Conditions			
<p>This Merchant Services Application and Agreement ("MSAA"), along with the Terms and Conditions attached hereto, serves as Merchant Agreement by and between Forte Payments Systems ("Forte") and the Merchant named above ("Merchant" "you"). A copy of the Terms and Conditions, Version Number 17.03.01 has been provided to you. As a duly authorized signatory of Merchant, the undersigned certifies the following: 1) You have received a copy of the Terms & Conditions and that Merchant agrees to be bound by all terms and conditions contained therein and as may be modified or amended in compliance with those terms; 2) You understand that IF MERCHANTS SUBMITS A TRANSACTION TO FORTE HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE MERCHANT SERVICES TERMS & CONDITIONS; 3) All information provided in this MSAA and supporting documents is true and accurate; 4) Merchant authorizes Forte to debit and/or credit the account(s) listed above, or other accounts maintained by merchant, for any amounts owed in accordance with the MSAA and the Terms and Conditions; 5) Merchant authorizes Forte to order a credit report on Merchant and/or any affiliate that is listed on the MSAA or any supporting document; 6) Merchant will use the Verification and/or Authentication Services provided by Forte for a purpose that is permissible under section 604(a) of the Fair Credit Reporting Act and that Merchant will follow proper procedures for adverse notifications to its customers, as provided in Appendix D of Terms and Conditions; 7) All beneficial ownership information provided in this MSAA is true and accurate.</p>			
Signature 	Printed Name Amy Buchman	Title Select Treasurer	Date 7/1/19
Office Use Only		App ID	
Partner Name	Partner ID 235111	Sales Rep Name	Sales Rep ID 236800



Merchant Application

Pricing & Services
(Select all that apply)

Credit Card

Interchange+Dues+Assessments MCN/Disc

_____ Basis Points
_____ Per Item Fee

American Express Flat Rate

_____ % Discount Rate
_____ Per Item Fee

Flat Rate MCN/D
_____ 2.09 % Swiped/Keyed Discount Rate
_____ \$.23 Per Item Fee

Other Fees
_____ Monthly Statement
_____ Forte Protect Per Item Fee
_____ \$25.00 Per Chargeback Fee

Account Updater
_____ Monthly Fee
_____ Per Item Fee

Day of the Week to Run Select
*Recommend Run to Be Three Days Before Scheduled Payment

eCheck/ACH

_____ \$25.00 Per Chargeback Fee
_____ Per Debit/Credit/Funding
_____ Per Returned Item Fee
_____ Monthly Statement Fee
 Forte Verify
_____ % Discount Rate
_____ Per Item Fee

Other Fees

\$35.00 Bank Change \$55.00 Per Recall _____ PCI Monthly Fee
\$35.00 Early Funding \$35.00 Per Reversal _____ PCI Non-Compliance Fee
\$35.00 WSUPP Retrieval Request _____ Set Up Fee

Gateway

Per Item _____
Monthly Fee _____ \$14.95

Global
BIN#: _____ TERMINAL ID (TID)#: _____

Elavon
BIN#: _____ TERMINAL ID (TID)#: _____

First Data
MID#: _____ TERMINAL ID (TID)#: _____

Vantiv
BIN#: _____ MID#: _____ STORE #: _____ CHAIN #: _____

Vital
BIN#: _____ TERMINAL ID (TID)#: _____ STORE #: _____ CHAIN #: _____

AGENT #: _____ MID#: _____

Be sure to include your VAR sheet or equivalent credit card tear sheet received from your current credit card processor.

MERCHANT SERVICES AGREEMENT

1. GENERAL

Forte Payment Systems, Inc. ("FORTE") and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to FORTE's customers ("Merchant(s)") engaged in the business of selling goods or services. The Merchant Services Agreement ("Agreement") shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, Merchant will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Merchant and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Merchant at any given time shall apply.

2. USE LICENSE.

2.1 FORTE hereby grants to Merchant a non-exclusive and nontransferable license to access and use the Services contracted for under this Agreement and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by FORTE.

2.2 Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise prohibited by FORTE, FORTE's financial institution or an applicable Payment Association or other regulatory body.

2.3 No license or right to reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Merchant nor any of its affiliates shall reverse engineer,

decompile or disassemble the Proprietary Property.

2.4 Nothing in the Agreement shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP

3.1 All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Laws.

3.2 FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of Merchant's agreement to the terms of this Agreement or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements.

3.3 All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. TRANSACTION PROCESSING SERVICES.

4.1 Accepting Transactions. FORTE shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's

processing. FORTE is responsible only for processing Transactions that are received by FORTE in the proper format, pre-approved by FORTE and on a timely basis.

4.2 Identifying Numbers. Merchant understands and agrees that FORTE may rely solely on identifying numbers provided by Merchant to determine the bank and/or account related to each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name.

4.3 Processing Limits. FORTE may impose a cap on the number or dollar amount of Transactions it will process for Merchant. These limits may be adjusted as part of FORTE's standard risk management processes. If Merchant exceeds the established limits, FORTE may temporarily suspend Transaction processing and/or temporarily hold the funds that are in excess of the established limits. Should FORTE place a hold on Merchant's account due to a Merchant exceeding its limits, FORTE will provide Merchant with notice of the hold, including the reason for the hold.

4.4 Receiving Reports and Transaction Result Files. Reports regarding Transaction processing are available for Merchant to access through its online Merchant portal. Merchant is responsible for communicating with FORTE's systems to receive daily reports, settlement files and/or transaction results. FORTE is under no obligation to transmit this data to Merchant.

4.5 Modifying Transactions.

4.5.1 At Merchant's request, FORTE will make reasonable efforts to reverse, modify, or delete a Transaction after it has been submitted by Merchant prior to being submitted to the applicable payment network. All requests must be made by an individual pre-authorized by Merchant to make such requests, and timely delivered to FORTE.

4.5.2 Merchant agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of FORTE's inability to accomplish the requested modification or deletion before the Transaction has been submitted to the applicable payment network. Further, Merchant acknowledges that once a Transaction is submitted to the applicable

payment network, it cannot be modified or deleted.

4.6 Rejecting, Delaying or Returning Transactions. FORTE may reject, delay or return any Transaction without prior notification to Merchant for any reason permitted or required under any applicable Rules, Regulations or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized. FORTE shall have no liability to Merchant by reason of the rejection, delay or return of any such Transaction. FORTE shall make available to Merchant details related to any such Transaction and FORTE may retransmit a returned or rejected Transaction at Merchant's request, but shall have no obligation to do so.

4.7 Reserve.

4.7.1 FORTE may require a security deposit or Reserve to process Transactions for Merchant. The Reserve may be used by FORTE to offset any returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant. Should FORTE determine that a Reserve is required, FORTE will provide Merchant notice in writing, including email, regarding amount required and form of collecting the reserve. Merchant authorizes FORTE to make withdrawals or debits from the Reserve funds, without prior notice to Merchant, at such times and in such amounts as may be necessary to fulfill Merchant's obligations under this Agreement. Merchant also understands and agrees that such funds will be held in a non-interest bearing account with FORTE's ODFI and as such, FORTE shall not be responsible to Merchant for any interest on such funds. The Reserve amount may be revised based on periodic review of Merchant's financial condition, Transaction volumes, transaction amounts and return ratios resulting in a greater or lesser Reserve amount. Merchant will be notified of any such revision.

4.7.2 The Reserve may be funded through any or all of the following: (a) Direct payment by Merchant; or (b) A percentage of the Transactions settled on Merchant's behalf (a rolling Reserve).

4.7.3 The Reserve funds shall be held by FORTE for a minimum of ninety (90) calendar days beyond the date of the last item processed

by FORTE on Merchant's behalf. In the event FORTE has reason to believe that (a) Merchant has acted in a fraudulent manner with regard to its account with FORTE or any Transaction processed through FORTE's systems; or (b) Merchant has not obtained proper authorization for one or more transactions; or (c) Merchant will not be able to meet its obligations to FORTE; or (d) FORTE is at risk of incurring additional expenses/potential losses due to Merchant's actions, FORTE may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law upon written notice to Merchant at the address FORTE has on file for Merchant's account. After expiration of the hold time period, the Reserve will then be returned to Merchant less any fees and/or any other amounts owed to FORTE.

4.8 Funding Hold. Should FORTE observe any irregular Transaction or possible fraudulent activity on Merchant's account, or as required by law or Payment Association, FORTE reserves the right to place a funding hold on Merchant's processing account without prior written notice to Merchant. In the event FORTE places a funding hold on Merchant's account under the terms of this Section, FORTE will provide Merchant with notice of the hold and the reason for such hold so long as communicating such would not create a security risk or violate any legal obligation of FORTE. Any funds held under this Section will be treated as a Reserve and be governed by the terms of this Section 4.

4.9 Authorization. Merchant specifically authorizes FORTE to debit and credit Merchant's designated bank account in order to carry out its duties under this Agreement and/or to collect any payment obligation owed to FORTE by Merchant hereunder.

5. PRICING AND PAYMENT.

Payment for all utilized products and services shall be in accordance with the fee schedule provided within this Agreement and as those fees may be amended by FORTE from time to time. Fees may be amended by FORTE with a minimum of thirty (30) days' notice and such amended fees will become effective on the designated effective date, which shall be no less than thirty (30) days from the date of the written

notice to Merchant. Continued use of the Services on and after the designated effective date shall be deemed acceptance of the amended fees.

5.1 Fees shall be immediately due and payable upon receipt of services unless otherwise agreed upon between the parties. Fees will be automatically debited from the designated bank account on or after the 10th of each month for the prior month's activity unless agreed upon between the parties.

5.2 Failure to pay any amount due to FORTE within the time period or on the terms set forth in this section shall constitute a material breach of the Agreement by Merchant. FORTE shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, FORTE may elect to terminate Merchant's access to the Services in accordance with Section 19 below.

Additionally, a \$25.00 fee shall be assessed for any return of a debit processed to the designated bank account.

5.3 FORTE shall have the right to offset against any amount payable by FORTE to Merchant under any provision of this Agreement, any amounts owed FORTE related to services provided to Merchant, including but not limited to chargebacks or returns posted to Merchant's account, or any fees, fines or costs incurred damages sustained by FORTE as a result of Merchant's violation, breach or non-performance of its obligations under the Agreement.

5.4 In the event the funds in the designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to FORTE upon demand and through alternative means. Unless otherwise agreed upon, FORTE may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

6. TAXES.

Each party is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) owed as a result of the processing relationship established

hereunder and hold the other party harmless from all claims and liability arising from its failure to report or pay such taxes. Additionally, Forte will rely solely on Merchant to provide its proper entity name and corresponding federal tax identification number for submission to applicable taxing authorities. Merchant understands and agrees that it is liable for all ramifications from improper reporting to tax authorities unless such is based solely on Forte's actions or inactions.

7. REPRESENTATIONS AND WARRANTIES.

7.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

7.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

7.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by Merchants is transmitted accurately.

7.2 Merchant's Representations and Warranties. Merchant represents and warrants to FORTE that:

7.2.1 If applicable, Merchant represents and warrants that with respect to all Transactions originated by FORTE on behalf of Merchant that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) Merchant shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

7.2.2 Merchant agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on Merchant's behalf.

7.3 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

7.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or

local law, Payment Network rule or contract to which such Party is subject.

7.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

7.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

8. CONFIDENTIALITY.

8.1 Merchant's Confidentiality. Merchant acknowledges that the products, services and information relating to FORTE's products and services (including without limitation the terms of this Agreement) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE. Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of FORTE's confidential information. Neither Merchant nor any of its affiliates will make any unauthorized use of FORTE's confidential information or disclose, in whole or in part, FORTE's confidential information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to FORTE's confidential information. If FORTE becomes aware of Merchant's breach or threatened breach of this section, FORTE may suspend any and all rights granted to Merchant under the Agreement.

8.2 FORTE's Confidentiality. In performing its duties under this Agreement, FORTE agrees to safeguard and protect Merchant's confidential information, in the same manner it safeguards and protects its own confidential information, but in any event using no less than reasonably prudent care and at all time consistent with applicable Laws, including those Laws relating to privacy and security of non-public consumer financial information.

8.3 Exceptions. Section 8 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure,

(ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by Acquirer or applicable Payment Association.

9. INDEMNIFICATION.

9.1 Each party bears all responsibility for its own employees' actions while in its employ.

9.2 Merchant shall indemnify and hold harmless FORTE, its directors, officers, employees, affiliates, and agents from and against any third-party claim, action or liability including losses, damages costs, expenses and reasonable attorneys' fees ("Claims") that may arise against FORTE as a result of Merchant's use of the Services, unless such loss is directly caused by FORTE's gross negligence or intentional misconduct. This indemnity includes but is not limited to Merchant's use of an Agent or any other third party sender or system.

9.3 All disputes between Merchant and its customer(s) and/or Receiver(s) relating to Merchant's use of the Services will be settled by and between Merchant and its customer(s) and/or Receiver, unless a direct result of FORTE's action or inaction.

9.4 Merchant shall have no obligation to defend or indemnify FORTE if Merchant is not notified promptly of a claim and is materially prejudiced thereby. Merchant shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided that FORTE shall have the right to participate in any such litigation insofar as its concerns claims against it directly, including the right to select and retain counsel of its own choosing to represent its own interests and at its own expense.

10. LIMITS OF LIABILITY.

10.1 Errors of Others. FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

10.2 Damages.

10.2.1 Neither party shall be liable for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the Agreement, including without limitation damages for loss of goodwill, reputation, profits, or other intangible losses, arising out of or in connection with the Services, or this Agreement. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees.

10.2.2 FORTE will use commercially reasonable efforts to provide Merchant with access to the Services in accordance with this Agreement. In no event will FORTE be liable for its failure to perform, except where FORTE failed to act in a commercially reasonable manner. If FORTE is adjudged liable to Merchant, the amount of damages recoverable by Merchant will not exceed the actual, direct damages of Merchant, but only to the extent that such damages are the result of FORTE's gross negligence or willful misconduct, and, in such cases, damages will be limited to the amount of the average monthly fees and charges paid by Merchant for the Service for the immediate three (3) month period prior to the event giving rise to Merchant's claim. FORTE will not be liable for failure to perform any of its obligations in connection with any Service if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this Section 10 will survive the termination of this Agreement.

10.2.3 No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.

10.3 Limitation on ODFI Liability. Merchant acknowledges that FORTE's ODFI is not liable for any action or failure to act by Merchant or FORTE, and that such ODFI shall have no liability whatsoever in connection with any products or services provided to Merchant by FORTE.

11. COMPLIANCE WITH RULES AND LAWS. In performing its duties under this

Agreement, each party agrees to comply with all applicable Laws, including but not limited to any applicable data security requirements and Laws relating to the privacy and security of non-public consumer financial information. FORTE bears no responsibility for any lack of compliance with these Rules and Laws by Merchant or its Agent and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law or Rule. Additionally, Merchant shall reimburse FORTE for any fines or loss of funds imposed on FORTE for any violation of applicable Rules or Laws by Merchant.

12. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS.

Reports regarding Transaction processing are available for Merchant to access through its online Merchant portal. It is Merchant's obligation to regularly and promptly review all Transactions and other communications from FORTE and to promptly notify FORTE upon discovery of any and all discrepancies between Merchant's records and those provided by FORTE, Acquirer, Payment Network or financial institution. It is Merchant's responsibility to timely notify FORTE of any transfer that Merchant believes was made without proper authorization or in error. Merchant agrees to provide FORTE with written notice of any discrepancy or failure immediately upon discovery, not to exceed five (5) business days. Failure to so provide notice of such erroneous or unauthorized Transaction shall be deemed an acceptance by Merchant and a waiver of any and all rights to dispute such failure or error. FORTE shall bear no liability and have no obligations to correct any errors resulting from Merchant's failure to comply with the duties and obligations stated herein.

13. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. Merchant acknowledges and

understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

14. USAGE.

14.1. Use Restricted to Non-Prohibited Purpose. Merchant agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security risk. FORTE reserves the right to terminate Services to Merchant should FORTE deem Merchant's use of the Services are for an unlawful or prohibited purpose. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

14.2 Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by Merchant through FORTE's Services. FORTE reserves the right to deny access to, or close any account Merchant has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

14.3 User and System Security. Merchant shall ensure that its Users comply with all applicable requirements of this Agreement. Merchant is responsible for protecting the confidentiality of any and all passwords and credentials provided to Merchant by FORTE for the purpose of utilizing the Services or other forms of access to Merchant's accounts with FORTE. Merchant is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. Merchant expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

14.4 Use of Result Information. FORTE may track, review, compile, store and use any information received from a Payment Association regarding a Transaction.

15. AUDIT REQUIREMENTS.

In accordance with its standard risk and compliance processes, FORTE shall maintain the right to periodically audit Merchant's account to ensure proper usage and updated information on the account. Merchant agrees to cooperate fully with FORTE in conducting any such review of Merchant, its account and/or its use of the Services to verify that Merchant is using the services in compliance with this Agreement and all applicable security standards and laws.

16. CREDIT REVIEW AND DOCUMENTATION REQUIREMENTS.

Merchant is on notice that FORTE will review Merchant's business and financial documentation and circumstances as part of its original underwriting of Merchant's account and/or FORTE may from time to time after initial approval, audit of Merchant's account thereafter. Merchant agrees to fully cooperate with FORTE's reasonable requests for additional information and/or documentation through any such process. Further, Merchant authorizes FORTE to (i) authenticate Merchant's ownership of the bank account provided to FORTE for use in providing Services; (ii) to access information stored with any credit reporting or investigative agency to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the Agreement. Subsequent investigative reports or inquiries may be required or used in conjunction with an update, renewal or extension of the Agreement.

17. VOLUME AND FINANCIAL RE-EVALUATION.

FORTE reserves the right to re-evaluate Merchant's account, including but not limited to Transaction volume, chargeback ratio,

Merchant's current financial position and other risk indicators. FORTE may undertake such a re-evaluation as it deems necessary throughout the course of FORTE's business relationship with Merchant. Any such re-evaluation will be done in keeping with FORTE's standard risk prevention policies. Such re-evaluation may result in modification of the fee structure, reserve or termination of the Agreement between Merchant and FORTE.

18. TERM AND TERMINATION.

18.1 Term. The Agreement shall have an initial term of one (1) month from and after the Effective Date and shall automatically renew for successive one (1) month periods unless either party provides ten (10) days' prior written notice of termination to the other party. Merchant's account will be closed at the end of the then-current billing cycle.

18.2 Immediate Termination. FORTE may immediately terminate the Agreement without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if FORTE reasonably determines that Merchant has violated any material term, condition, covenant, or warranty of the Agreement; (iii) FORTE determines that the type of business in which Merchant is engaged is or becomes an industry or business that FORTE is prohibited from providing its services to; (iv) if Merchant is using the Services for a purpose other than a permissible use; (v) if FORTE reasonably determines that Merchant is the subject of a government investigation that is likely to impact Merchant's receipt of the Services; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

18.3 Payment by Third Party. If Merchant's fees for the Services are paid by a third party, should the third party fail to make payment in accordance with the terms of its agreement with FORTE, FORTE may immediately suspend or terminate Merchant's access to the Services until payment is received or seek payment from Merchant directly in order to continue servicing Merchant.

18.4 Post-termination Rights and Obligations. Upon the effective date of termination of the

Agreement, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any transaction processed by FORTE on behalf of Merchant (whether before or after such termination) shall survive termination.

19. AMENDMENT OR MODIFICATION OF TERMS.

Unless otherwise provided for in this Agreement, FORTE reserves the right to amend the terms of this Agreement upon at least thirty (30) days written notice to Merchant.

Merchant's continued use of the Services after the designated Effective Date shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by FORTE, by reason of any applicable Rule or Regulation.

20. ASSIGNMENT.

The rights granted under the Agreement are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of FORTE, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with FORTE and grounds for termination of the Agreement. FORTE may assign its rights and obligations under the Agreement without the approval of Merchant, but shall provide reasonable notice of such assignment to Merchant.

21. NOTICE.

Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

22. NO AGENCY; EXCEPTION.

Merchant and FORTE are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement; provided, however, FORTE will be acting solely on Merchant's behalf as Merchant's Agent to the extent FORTE collects and disburses funds electronically to and from Merchant's customers on Merchant's behalf. FORTE will NOT be acting as an agent or contractor for Merchant's customers in any capacity while performing the Services for Merchant.

23. GENERAL PROVISIONS.

23.1 Binding Agreement. The agreement between the parties hereto shall be binding on the parties only upon Merchant's acceptance of the terms of this Agreement and FORTE's approval.

23.2 Governing Law. The Agreement shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the Agreement. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix C, Section 4 herein.

23.3 Force Majeure. Neither party will be held liable for any damages, delay or failure to perform any of its obligations under this Agreement if such damages, delay or failure is due to circumstances beyond the reasonable control of such party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, strikes and governmental acts or orders or restrictions. The party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance.

23.4 Severability. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or

provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

23.5 Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

23.6 Entire Agreement. This Agreement, including the Application and any applicable appendices, constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement.

24. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Merchant Services Agreement and all

electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) a person authorized to bind Merchant indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (2) such authorized person consents and intends to be bound by the Merchant Services Agreement and related documents, and (3) the Merchant Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Merchant Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

APPENDIX A DEFINITIONS

Account Controller - An individual with significant responsibility to control, manage, or direct a Merchant, including an executive officer or senior manager (e.g., a Chief Executive Officer, Chief Financing Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer); or any other individual who regularly performs similar functions.

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent - Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Beneficial Owner - A beneficial owner is any individual, group of individuals, or entity that, directly or indirectly, owns 25% or more of the equity interests of a Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

CPA - Canadian Payment Association responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and

enforcing the operating Rules for the Canadian payment networks.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Credit Entry – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

Payment Association Resources -

VISA Regulations (from VISA website):

<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

American Express Merchant Operating Guide:

<http://www.americanexpress.com/merchantopguide>

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver – An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions – Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant's systems, by using Merchant's access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B ACH/EFT PROCESSING SERVICES

1. Description of Services. FORTE shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network on Merchant's behalf. For Debit Entries, FORTE shall first originate each debit transaction through its ODFI to the ACH/EFT Networks for withdrawal from the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with FORTE's ODFI and scheduled for settlement to Merchant. For Credit Entries, FORTE will submit each Credit Transaction to the end-of-day settlement process and then schedule each transaction for Origination. On the date scheduled, each Credit Transaction is then originated through FORTE's ODFI to the ACH/EFT networks for deposit to the Receiver's account.

2. Holding of Funds. The standard hold time of Merchant's funds for settlement of Debit transactions and origination of Credit transactions is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by FORTE and supporting documents. FORTE may require separate security safeguards from Merchant to support such a reduction but is under no obligation to grant Merchant's request.

3. Settlement and Finality.

3.1 At the close of each Business Banking Day, FORTE will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, FORTE will initiate a Settlement transaction to Merchant's Settlement Account. Positive totals will result in a Credit to Merchant's Settlement Account; negative totals will result in a Debit to Merchant's Settlement Account.

3.2 In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at FORTE's discretion.

4. Transaction Authorization.

4.1 Receiver Authorization. Merchant shall obtain authorization from Receiver prior to originating a Transaction to Receiver's account. Merchant shall retain proof of customer(s)' and/or Receiver's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

4.2 Revoked Authorization. Merchant shall cease initiating Transactions to a Receiver's account immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver's account only upon receiving new authorization from Receiver.

5. Provisional and Final Payment.

Merchant, Merchant's third party senders, and/or Merchant's agent(s) acknowledge receipt of notice that for Entries transmitted through the ACH network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a goods from the Receiver of the amount credited and the Merchant will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of the Merchant concerning the Entry are governed by and construed in accordance with the laws of the State of Texas, unless Merchant and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6. Chargebacks.

6.1 Merchant will be charged a chargeback fee as specified on the fee schedule, on a per occurrence basis, for every Chargeback posted to Merchant's account.

6.2 Using limits established by a Payment Association as a standard for review, FORTE reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed

allowable limits, as specified by the applicable Rules.

6.3 FORTE will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services.

6.4 In compliance with the Rules, Merchant authorizes FORTE to provide to ODFI

and Payment Associations Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits.

6.5 Merchant acknowledges FORTE's right to reimbursement of any chargebacks or returns that post to Merchant's account that FORTE is unable, for any reason, to debit from Merchant's bank account.

APPENDIX C U.S. CARD PROCESSING SERVICES

1. Certain Merchant Responsibilities.

1.1 Merchant agrees to participate, and to cause Merchant's Agent, to participate, in the Associations in compliance with, and subject to, the by-laws, Rules and operating guidelines of each Association (see Appendix A – Payment Association Resources). Merchant also agrees to comply with all Laws. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, American Express and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. For purposes of this section, Agents include, but are not limited to, Merchant's software providers and/or equipment providers.

1.2 If appropriately indicated on Merchant's application attached hereto, Merchant may be a limited-acceptance Merchant, which means that Merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the applicable operating Rules, or regulations and applicable law as they may relate to limited acceptance. Merchant, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

1.3 Merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Merchant, or for purposes related to financing terrorist activities.

1.4 Merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

1.5 Merchant understands and agrees that should it process credit card Transactions in excess of \$100,000 annually, it may be required to enter a processing agreement directly with the Acquirer. The terms of this clause may be revised unilaterally by FORTE based on any changes to requirements by the applicable Acquirer or Payment Association(s).

2. Merchant Prohibitions.

Merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Merchant, v) disburse funds in the form of cash unless Merchant is dispensing

funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Merchant), or Merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Merchant, or ix) submit a transaction that represents collection of a dishonored check. Merchant further agrees that, under no circumstance, will Merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement.

Upon receipt of Merchant's sales data for card transactions through FORTE's Services, Acquirer will process Merchant's sales data to facilitate the funds transfer between the various Associations and Merchant. After Acquirer receives credit for such sales data, Acquirer will fund Merchant, either directly to the Merchant-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. Merchant agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to Merchant, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and Merchant. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Merchant-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a transaction is unauthorized

or otherwise unacceptable, the amount of such transaction may be charged back and debited from Merchant if settled to Merchant-owned account or debited from the FORTE Designated Account if settled to that account.

4. American Express Card Acceptance.

4.1 Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide. All capitalized terms found in this Section 4 shall have the attributed meaning from the Operating Guide.

4.2 Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4.3 Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the

“Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

4.4 Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.
- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

4.5 Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express’ then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. “High Charge Volume Merchant” for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

4.6 Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant’s own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

4.7 Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

4.8 Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

4.9 Any and all Cardmember Information is confidential and the sole property of the Issuer, American Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

4.10 Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

4.11 Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

4.12 Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

APPENDIX D ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Merchant. Each request for data through the Verification and Authentication Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSA and that use is in compliance with the permissible uses under the FCRA as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in the FCRA Requirements Addendum ; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Merchant understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Merchant is declining based on other grounds and/or information. Further, if Merchant does decline services to a FORTE approved consumer or customer based on alternate information, Merchant shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Merchant shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Merchant wants to verify.

3. Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX E
ACCOUNT UPDATER SERVICES

- 1. Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of Merchant's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
- 2. Merchant Requirements for Account Updater Participation.**
 - a. Merchant must be properly established and registered in the United States.
 - b. Merchant must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
 - c. Merchant must be in compliance with all Card Association Operating Regulations.
 - d. Merchant must submit inquiries only for those account with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
 - e. Merchants may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
 - f. Merchant must not submit inquiries on behalf of any other entity.
 - g. Merchant assumes all risk associated with the use of the Account Updater Service. Forte shall have no liability whatsoever to Merchant for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

**APPENDIX F
THIRD PARTY AGENT AUTHORIZATION**

Merchant authorizes _____ (“Agent”) to act as an agent for Merchant on its account with FORTE including but not limited to acting on behalf of Merchant to establish an account with FORTE and to originate and manage Transactions through that account.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Request to expand Lisbon's park system

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Wednesday, July 3, 2019

RECOMMENDATION: Refer request to Park Committee

EXPLANATION

Town resident, Park Committee and Plan Commission member Ed Nelson has requested the Town Board to look into acquiring suitable lands for park development. His request is on the following page.

The Town needs to complete a new impact fee study next year which will include an assessment of what we currently have and will need for parkland, facilities and equipment based on future development. The Park Committee has a Future Park Plan which could be used for the impact fee study so the Planner won't have to re-create the wheel.

I recommend referring this to the Park Committee to review their current park plan and focus on a few areas for recommendation to the Town Board to see what is feasible.

Gina Gresch

From: enelson46@wi.rr.com
Sent: Tuesday, June 11, 2019 9:51 AM
To: ggresch@townoflisbonwi.com
Subject: For July Town Board Agenda

Gina : Good morning

As per our brief discussion last evening I would respectfully request that I be included on the July Agenda for the Town board meeting. The item I would like to present is included herein.
Ed Nelson

Subject: Expansion of the Lisbon Park System

Target area: (For consideration) From HwyQ to Plainview Rd. and Town Line Road to Lake Five Road.

Backdrop/Reasoning: The Town of Lisbon, to my knowledge, has not had or purchased new park land since 1981/1983?

Suggest a committee be appointed by the full board to look into suitable land purchasing sites they (may) (might) be acquired.

Area: From 10/20 acres given the reality of land prices/market forces.

Note: I personally believe that any future purchase of land for parks must be objectively done within the next 5/10 years.

Given the town's growing urbanization (Hwy 164) project subdivisions and growth potential I believe that it would be prudent to pursue such an objective.

Obviously tax consideration (cost of purchase) or the possibility of working with a non-profit or conservation group might be possible? This might possibly defray cost of purchase or in a best case scenario the donation of land to the town.

The location of this parcel, I believe , should be in the Northern most sections of the Town. This would be for recreational purpose ; as well as environmental protection.

Finally, I realize that any new park addition would add cost to the Town's budget process. However, given the positive affects on parks added to NOT subtracting from surrounding

property Value I can only see this as a positive for the Town's tax base.

Respectively Submitted,

Edward Nelson

STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

RESOLUTION 08-19

**RESOLUTION AUTHORIZING PARTICIPATION IN THE
PREPARATION OF A COOPERATIVE PLAN WITH THE TOWN OF BROOKFIELD**

WHEREAS, Section 66.0307, Wis. Stats., authorizes municipalities to enter into Cooperative Plans with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory to be included in the Cooperative Plan, consistent with the Comprehensive Plan of each municipality; and,

WHEREAS, the Town Board of the Town of Lisbon has determined that the best interests of the Town will be served by participating in the preparation of a Cooperative Plan in accordance with Section 66.0307, Wis. Stats., which Cooperative Plan shall include territories within the Town of Lisbon and the Town of Brookfield; and,

NOW THEREFORE, the Town Board of the Town of Lisbon does ordain as follows:

BE IT RESOLVED, that Town officials and staff members, acting under the direction and authority of the Town Board be, and hereby are, authorized to participate in the preparation of a Cooperative Plan with the Town of Brookfield, which Cooperative Plan shall be prepared and submitted to the Department of Administration for review and approval in accordance with the provisions of Section 66.0307, Wis. Stats.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be given in writing, by the Town Clerk, within five (5) days after the adoption of this Resolution, to the municipalities, school districts and other agencies as required by Section 66.0307(4), Wis. Stats.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 8th day of July, 2019.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: _____
JOSEPH OSTERMAN, Chairman

BY: _____
TEDIA GAMIÑO, Supervisor

BY: _____
MARC MOONEN, Supervisor

BY: _____
LINDA BEAL, Supervisor

BY: _____
REBECCA PLOTECHER, Supervisor

ATTEST:

BY: _____
Dan Green, WCMC
Town Clerk



This document drafted by:

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Phone (262) 246-5200
FAX (262) 246-5222
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Website: www.villagesussex.org

RECEIVED
By Gina Gresch at 12:25 pm, Jul 01, 2019

Friday June 28, 2019

Sent via certified Mail and Email to ggresch@townoflisbonwi.com

Town of Lisbon
ATTN: Administrator Gina Gresch
W234N8676 Woodside Road
Sussex, WI 53089

RE: Cooperative Plan

Dear Administrator Gresch,

The Village of Sussex Board met on Tuesday June 25, 2019 and made a motion to adopt the enclosed Resolution 19-10, Resolution Authorizing Participation in the Preparation of a Cooperative Plan with the Town of Lisbon, and requested the Town to adopt a similar resolution.

The Village of Sussex requests the Lisbon Town Board discuss and take action at their next Town Board meeting. Please let me know if you need any further information or would like me to attend the meeting.

Thank you for your consideration.

Jeremy Smith
Sussex Village Administrator

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

RESOLUTION 19-10

**RESOLUTION AUTHORIZING PARTICIPATION IN THE
PREPARATION OF A COOPERATIVE PLAN WITH THE TOWN OF LISBON**

WHEREAS, Section 66.0307, Wis. Stats., authorizes municipalities to enter into Cooperative Plans with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory to be included in the Cooperative Plan, consistent with the Comprehensive Plan of each municipality; and,

WHEREAS, the Sussex Village Board has determined that the best interests of the Village will be served by participating in the preparation of a Cooperative Plan in accordance with Section 66.0307, Wis: Stats., which Cooperative Plan shall include territories within the Village of Sussex and the Town of Lisbon; and,

NOW THEREFORE, the Sussex Village Board does ordain as follows:

BE IT RESOLVED, that Village officials and staff members, acting under the direction and authority of the Village Board be, and hereby are, authorized to participate in the preparation of a Cooperative Plan with the Town of Lisbon, which Cooperative Plan shall be prepared and submitted to the Department of Administration for review and approval in accordance with the provisions of Section 66.0307, Wis. Stats.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be given in writing, by the Village Clerk, within five (5) days after the adoption of this Resolution, to the municipalities, school districts and other agencies as required by Section 66.0307(4), Wis. Stats.

PASSED AND ADOPTED by the Sussex Village Board Waukesha County, Wisconsin this 25 day of June, 2019.

VILLAGE OF SUSSEX

Greg Goetz
Village President

ATTEST

Linda Steinmetz
Deputy Village Clerk