



**Agenda**  
**Town Board Meeting**  
**Town of Lisbon, Town Hall**  
**Monday, July 22, 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. July 8, 2019 Town Board minutes
  - ii. Operator's Licenses
  - iii. Waukesha County Data Processing Services, Property Tax Assessment & Billings
- 5. Approval of Bills.**
- 6. Announcements/Correspondence.**
  - Meeting Schedule
  - Cooperative Plan Between Towns of Waukesha & Brookfield
- 7. Department Reports - Presentation of activity statistics and recently attended meetings.**
  - Administrator
  - Clerk
  - Fire 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.**
  - A. Discussion and necessary action on a contract with Grota Appraisals for regular assessment services.
  - B. Discussion and necessary action on a contract with Grota Appraisals for a Market Update Revaluation at a cost not to exceed \$65,900.

## 10. New Business.

- A. Discussion and necessary action the recommendations from the Plan Commission for the following items:
- i. Certified Survey Map to clean up property lines for Brad and Brooke Wilman, N93W25447 Tomahawk Drive, LSBT 0157.138.001, and recommendation to Waukesha County of the same.
  - ii. Conditional Use for a Major Grading Permit from Michael Manke on behalf of Kevin and Colleen Shanahan, W252N4885 Aberdeen Drive, LSBT 0276.049.
  - iii. Certified Survey Map for the Town of Lisbon, N63W22039 County Road F, LSBT 0241.999, and recommendation to Waukesha County of the same.
  - iv. Certified Survey Map Re-Approval for a change in ownership for Jason and Michelle Frederick, W263N6314 Ridge Drive, LSBT 0257.995.001.
  - v. Developer's Agreement for the Haass Farms Subdivision, Mike Kaerek, Kaerek Homes, for the properties located at W275N9101 Lake Five Road, Hartland, LSBT 0167.999.001 and 0167.999.
- B. Discussion and necessary action to create a \$50 late filing fee for all renewable licenses with a deadline, excluding Operator's Licenses, by adopting Resolution 09-19, Resolution Updating the Fee Schedule, for the same.

## 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:** Thursday, July 18, 2019

**RECOMMENDATION:**

Approval of the Consent Agenda items.

**EXPLANATION:**

**i. Town Board Meeting Minutes**

- July 8, 2019 Town Board minutes

**ii. Operator's License**

- Sydney Alyce Cole – Fairways of Woodside
- Christopher Young – Fairways of Woodside
- Benjamin Puer – Fairways of Woodside
- Kristin Khail – Fairways of Woodside
- Dana Devine – Fairways of Woodside

**iii. Waukesha County Tax Billing & Data Processing Contract.**

- Attached the annual agreement from Waukesha County for the data processing and tax billing agreement. The fees have increased by four cents per parcel for 2020 and another four cents for 2020. The amount changed per parcel each year depends on how many new parcels were created, combined or retired.

I recommend approval of all of the Consent Agenda items.

**Minutes of the Town Board Meeting  
Town of Lisbon, Town Hall  
Monday, July 8, 2019  
6:30 p.m.**

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

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

**Comments from citizens present.** None.

Sherry Howard, N73W25201 Howard Lane, Stated she would like to address the last item on the agenda. If it is a cooperative plan with shared services, that could be something that could save money in the long run. If it is a boundary agreement, because the Village was responsible for its own development to its demise, she is not in favor. She stated she would be for shared services but to do it as a standalone service agreement. She also addressed the discrepancy with the 5 special use areas in the boundary agreement. She stated that it appears Sussex redid these areas with their own zoning map. She expressed concerns about opening up the boundary agreement and losing more land to the Village.

Joanne Brandtjen, N74W25134 Howard Lane, reiterate what was said by Sherry Howard. She stated that a shared service agreement would be fantastic. She had concerns that opening up the border agreement would leave more land for the Village of Sussex to annex from the Town.

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

Lisa Zindars, W260N5833 Mary Hill Road, Stated Richmond School Board was notified of the Resolution by the Village and absolutely does not want to be absorbed by the Village. She urged the board to not let Sussex take any of our land or force sewer and water on residents.

Clerk Dan Green read an email from William Eder, N74W25168 Howard Lane, which stated "I have been a property owner/resident in the Town since 1972. My comments on item I. of the Monday meeting are as follows. I would agree to a cooperative plan with Sussex in some areas. However I would strongly oppose any changes in the current Border agreement. I see no reason to revise the existing boundaries."

Chairman Osterman advanced the agenda to item 10(a).

**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.

*Motion by Supervisor Gamiño to approve the Consent Agenda. Seconded by Supervisor Plotecher. Motion carried, 3-0.*

### **Approval of Bills.**

*Motion by Supervisor Plotecher to approve the July 8, 2019 check register as presented. Seconded by Chairman Osterman. Motion carried, 5-0.*

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

Chairman Osterman reviewed the list of upcoming Town meetings.

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

#### **Town Administrator –**

##### *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.

**Parks Department** – Supervisor Gamiño review the report from Parks Director John Greiten. She went over projects the staff was working on including seasonal mowing operations, training new employees, equipment and fleet maintenance, tree removal and park maintenance.

**Public Works Department** – Supervisor Moonen reviewed the report from DPW Director Joe DeStefano. He went over what projects staff was working on including roadside mowing, storm water projects, chimney removal at Town Hall, tree cutting classes and helping the Fire Department with PM's on 2 of the ambulances. He also reviewed meeting that Mr. DeStefano attended in the last month.

### **Supervisor's Reports.**

**Supervisor Plotecher** – The Public Safety meeting from last week and three recommendations will be coming to the next few Town Board meetings.

### **New Business.**

**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.**

John Cameron from Ehlers presented a potential tax incremental district #2. He was approached by Waukesha County regarding the Brown property. He explained this proposal would be similar to TID #1, starting with a feasibility study for project costs and tax increment potential. Ehlers would look into what cash flow it could provide and how successful it would be. Ehlers would then present a memo report of the analysis including the boundary of the TID which would come back to the board to determine if they would want a TIF district or not.

Chairman Osterman asked how long the feasibility study would be good for. Mr. Cameron explained it would depend on how much project costs would change over a period of time along with development projections. Chairman Osterman explained the Town is not taking a risk by doing the study as the developer is reimbursing the Town for the study. He also noted to the developer that the border agreement does not allow anything but residential without the Town giving something up.

*Motion by Chairman Osterman to approve 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 not to exceed \$5900. Seconded by Supervisor Gamiño. Motion carried, 3-0.*

**Discussion and necessary action on collection of outstanding developer fees from Twin Pine Farms – Mike Batzler.**

Administrator Gresch stated the former developer of Twin Pine Farms had a breach of contract by selling lots without collecting impact fees. The Town Attorney would like the Town to pursue the developer to collect those fees.

*Motion by Supervisor Gamiño to direct the Town Attorney to pursue recovering outstanding impact fees from the sale of lots in Twin Pine Farms from Mike Batzler. Seconded by Supervisor Plotecher. Motion carried, 3-0.*

**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.**

Scott Schmidt, Washington County Highway Commissioner/County Surveyor explained he has been contacted by Lisbon and Richfield residents since 2015 asking for improvements at the HWY Q and Hillside intersection. The County has worked with a variety of different signs with mixed success. In Washington County, this intersection is the top 5 of most accidents and higher speed crashed. Washington County has hired a consultant to see what improvements they could make eased on the crashed that have taken place. They also wanted to look at the future development of the area and what traffic is projected in the coming years. Mr. Schmidt explained the County wanted to make sure the correct improvements were made as development continues in the area. TADI did the traffic study and came up with a round-about as the best alternative. Washington County is looking at a federally funded grant that would cover 90% of the \$2,000,000 cost with the remaining to be covered by Richfield (\$50,000), Lisbon (\$50,000) and Washington County (\$100,000).

Mr. Schmidt stated there will be a meeting at Richfield on July 31<sup>st</sup> from 6 – 7 P.M. Mr. Schmidt stated tonight they are looking to see if the Town would support them with a letter to the DOT. The earliest construction would begin is 2021 to 2023.

*Motion by Supervisor Tedia to approve 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. Seconded by Supervisor Plotecher. Motion carried, 3-0.*

**Discussion and necessary action on a contract with Grota Appraisals for regular assessment services.**

*Motion by Chairman Osterman to postpone "Discussion and necessary action on a contract with Grota Appraisals for regular assessment services" to the next Town Board meeting. Seconded by Supervisor Gamiño. Motion carried, 3-0.*

**Discussion and necessary action on a contract with Grota Appraisals for a Market Update Revaluation at a cost not to exceed \$65,900.**

*Motion by Chairman Osterman to postpone Discussion and necessary action on a contract with Grota Appraisals for a Market Update Revaluation at a cost not to exceed \$65,900 until the next Town Board meeting. Seconded by Supervisor Gamiño. Motion carried, 3-0.*

**Discussion and necessary action to contract with Forte Payment Systems, Inc. to accept credit card payments for ambulance billing.**

Town Clerk Dan Green reviewed the proposal from Treasurer Amy Buchman regarding a contract with Forte for credit cards services for ambulance billing. Mr. Green explained that the Treasurer believes this could potentially be a revenue generator with 20% of Lifequest payments being made via credit card. He also explained that because of the amount of money the Town loses from uncollectable charges from collections, just one credit card payment that does not go to collections would cover the cost of this service.

*Motion by Supervisor Plotecher to approve the contract with Forte Payment Systems, Inc. to accept credit card payments for ambulance billing \$14.95. Seconded by Supervisor Gamiño. Motion carried, 5-0.*

**Discussion and necessary action on Ed Nelson's request to expand Lisbon's Park System.**

Park Committee member Ed Nelson explained he is looking for a long term objective for expanding the park system. He explained the last major park purchase was in 1981 or 1982 and was our present Community Park. He suggested a committee look into purchasing 10 to 20 acres of land reserved for park space. He explained with the continued development of the Town, especially in the norther areas, they may want to consider a park closer to those subdivisions on the north side of Town. He also suggested working with non-profit groups to help with the cost or possibly a donation from a resident. He suggested that increased utilization of parks enhances the quality of life for the residents. He recommended forwarding this request to the Park Committee to review.

Administrator Gresch stated the Town needs to do an impact fee study. In the impact study Includes park usage and what the Town's needs are for parks. She also stated that the Parks Department have already conducted a park study and half of this is already being worked on already. She explained these questions do tie into the larger plan and that park study provides information to the planner so they do not have to do new research. She suggested the Town postpone this until budget time and talk about it then. Supervisor Gamiño suggested this be referred to the Park Committee to get the conversation started. The Town Board unanimously agreed to refer this to the Park Committee.

*No action taken.*

**Discussion and necessary action on Resolution 08-19, Resolution Authorizing Participation in the Preparation of a Cooperative Plan with the Town of Brookfield.**

Administrator Gresch explained the Town is working on cooperative agreement with other communities and this is similar to those we have started with Merton and Lannon. This will have the same process with notifications to other communities and public hearings. Supervisor Gamiño stated it is great to engage in these discussions and it provides a benefit for both communities.

*Motion by Chairman Osterman to approve Resolution 08-19, Resolution Authorizing Participation in the Preparation of a Cooperative Plan with the Town of Brookfield. Seconded by Supervisor Gamiño. Motion carried, 3-0.*

**Discussion and necessary action on the request from the Village of Sussex to participate in a Cooperative Plan.**

Chairman Osterman explained that at the last Village Board meeting they passed a resolution requesting that the Town participate in a cooperative plan. Currently the Town and Village have a court ordered border agreement. In the border agreement it says the Village cannot object to incorporation. The Village broke that agreement. He explained that the Town is trying to incorporate and have been for some time. He stated to do this, the Town needs cooperative border agreements. He also explained that the Village of Sussex Administrator talked to Lannon to discourage him from being in a border agreement as well as the Village of Richfield. Chairman Osterman stated he spoke with the Village of Sussex President and he was not aware that his administrator did this.

Chairman Osterman questioned why the Village of Sussex would discourage us from entering into a border agreement with other municipalities, then ask us to do the same thing. He requested the Town Board give permission for himself and the Town Administrator to have a discussion with the Village of Sussex President and Administrator to figure out what their endgame is. Supervisors Gamiño and Plotecher agreed to Chairman Osterman and Administrator Gresch having a discussion with Sussex. Chairman Osterman stated he would like to work with the village but it cannot always be at the expense of the Town. He explained the border agreement the Town gave up everything and the Town paid a price. He also stated he thinks the Village is sincere in their offering this to the Town but questions the intentions of their staff.

*Motion by Supervisor Gamiño to authorize the Chairman and Administrator to discuss the possibility of a cooperative plan with the Village of Sussex. Seconded by Supervisor Plotecher. Motion carried, 3-0.*

**Adjournment.**

*Motion by Supervisor Gamiño to adjourn the Monday, July 8, 2019 Town Board of Supervisors meeting at PM. Seconded by Supervisor Plotecher. Motion carried, 3-0.*

Respectfully submitted,

Dan Green  
Town Clerk

WAUKESHA COUNTY  
DATA PROCESSING SERVICES  
PROPERTY TAX ASSESSMENT AND BILLING

This Agreement is entered into this \_\_\_\_\_ day of July, 2019, by and between Waukesha County, a municipal corporation, hereinafter referred to as the County, located at 515 W. Moreland Blvd., Waukesha, WI 53188 and Town of Lisbon, hereinafter referred to as the Municipality, located at W234N8676 Woodside Rd., Lisbon, WI 53089-1545. The authority for this agreement is that contained in the Wisconsin Statutes Section 66.0301, which permits intergovernmental cooperation for public purposes.

By this agreement, the County proposes to provide data processing services and access to some functionality and data within the Property Tax Application (PTA) Tax Software System, to assist the Municipal Assessors, Clerks and Treasurers (hereinafter collectively referred to as "Municipality") in the preparation of notices of assessment, assessment rolls and tax bills.

1. The County proposes to provide the following services, electronic reports and forms to Municipality as part of the Tax Listing Services provided to municipality at no charge:
  - A. Maintenance of an Assessment tax file database.
  - B. Maintain special districts' codes.
  - C. Electronic Assessment Rolls.
  - D. Statement of Assessment Summary transmitted to DOR.
  - E. Make and keep accurate lists and descriptions of all real property parcels in the county which are subject to tax and also those which are exempt from such tax.
  - F. Provide various reports, maps and descriptions of Real Property Tax parcels in the County for the Assessors, upon request.
  - G. Supply electronic versions of State of Wisconsin Prescribed Forms of assessment, to the Assessors and Clerks of cities, towns and villages within the County, as needed in the discharge of their duties.
  - H. Provide assessors with electronic copies of all new pertinent platted information for the municipality the assessor is working with.
  - I. Provide the necessary research for determination of status of ownership of all real property parcels within Waukesha County, as needed to clarify the property tax roll.
  - J. Availability to obtain the following reports and lists from the County:
    - a) Assessment roll cross reference lists by name or address
    - b) Property Assessment Roll
    - c) Reports for property specific data maintained in the PTA Property Assessment / Tax System.
  
2. The County proposes to provide the following services to the Municipality for a charge.
  - A. The County will provide forms and/or PTA Access for the Municipality to utilize for calculation and preparation of the property tax bills:
    1. Delinquent personal property worksheet (PTA Access)
    2. Billing parameter worksheet (PTA Access)
    3. Special assessment worksheet
    4. Tax Rate Worksheet (PTA Access)
    5. Special Assessment Charges applied to Special Purpose Districts (PTA Access)
    6. Posting of special assessments to be placed on the tax bill

7. Edits and lists of special assessments as entered
  8. Tax rates to be used for tax billing entered on the computer
  9. List of the tax rates used
- B. The County will provide these services and/or electronic reports:
1. Calculating of tax bills, as well as calculation audit listing
  2. Preliminary tax roll or one line roll report
  3. Posted tax roll
  4. Identify and coordinate a private vendor to print and process tax bills. Said vendor may also offer envelope supplies and printing, mailing and postage services. Any costs incurred for the printing of inserts, exclusive of the tax bills, envelopes, postage and mailing or delivery of tax bills will be the sole responsibility of Municipality. NOTE: Should Municipality choose to contract independently with an alternate vendor for tax bill printing, County will provide Municipality with a PDF file containing the calculated and formatted tax bills. Municipality and its vendor shall be responsible for ensuring that all forms and tax information provided by County shall be used only for authorized purposes.
- C. The County will also provide other related services, for an additional charge beyond this contract amount, with the mutual consent of both the County and the Municipality.
3. The Municipal Clerk shall transmit to the County any special assessments, special charges, and delinquent utility charges for entry on the current tax roll at the earliest possible date. The County will supply specific instructions for transmittal.
  4. Municipal Clerks shall transmit to the County, upon adjournment of the local budget hearing and receipt of State Aid amounts, the information for setting tax rates. The County will provide the worksheets and instructions.
  5. As soon as possible, the local Assessor shall bring the preliminary, open book and Board of Review Assessment values to the County, at each of these 3 stages of the Property Assessment Valuation process. Said assessment values are to be transmitted electronically.
  6. If the municipality chooses not to use the Property Assessment Roll generated from the PTA Tax System as the 'Official Roll' for the Open Book/Board of Review procedures, the municipality agrees to accept responsibility for balancing the property specific data (acres, property class code, assessed valuations and taxing jurisdictions) at the tax key level. The numbers in the PTA Tax System will represent the tax base amounts used for the preparation and calculation of the individual tax bills.
  7. The municipality will use the 2020 (and future years in the event this contract is extended) Property Assessment Roll generated by the County as the Official Roll present during the Board of Review.
  8. The Municipality acknowledges that failure to comply with these limits and other reasonable time limits established by the County may result in delayed availability of the information to be provided by this agreement. In view of this fact, the Municipality will indemnify and hold harmless the County, its officers, employees and agents for any and all damages, expenses, and losses that may occur due to the County's inability to comply

with the agreement due to the fault of the Municipality or the Municipality's officers, agents or employees.

- 9. The municipality agrees to abide by the terms and conditions of the Memorandum of Understanding and Policies for Municipalities Accessing the PTA (Tax) System dated October 5, 2011. As part of the acceptance of the above-referenced Memorandum of Understanding, the municipal agent(s) provided with an ID granting access to the County System is/are accepting responsibility for adherence to the Technology Use Policy incorporated by reference.
- 10. The term of this agreement shall be for two (2) years commencing January 1, 2020, and expiring on December 31, 2021 and therefore data processing services shall be provided for taxes of 2020 and 2021 due in the subsequent year. The Municipality will be invoiced twice a year in May and November. The terms will be net 30 days.
- 11. The following rates will be charged for these services:

| <u>Per Parcel</u> | <u>2020 Rates</u> | <u>2021 Rates</u> |
|-------------------|-------------------|-------------------|
| Taxes             | \$1.64            | \$1.68            |

- 12. Each party shall have the right to terminate this agreement effective at the end of the term upon the giving of twelve (12) months notice prior to the expiration of the term.
- 13. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter thereof.

Waukesha County

By:   
 \_\_\_\_\_  
 Andrew Thelke  
 Waukesha County Department of Administration  
 Director of Administration

Town of Lisbon

By: \_\_\_\_\_  
 \_\_\_\_\_

| Vendor                                  | Vendor Name                | Invoice Number | Description                       | Invoice Date | Net<br>Invoice Amount | GL Account and Title                           |
|---|----------------------------|----------------|-----------------------------------|--------------|-----------------------|--|
| <b>1ST AYD CORPORATION</b>              |                            |                |                                   |              |                       |  |
| 2                                       | 1ST AYD CORPORATION        | PSI288270      | TOWN HALL SUPPLIES                | 07/05/2019   | 260.68                | 10-516-530-3100 OFFICE SUPPLIES - TOWN HALL    |
| Total 1ST AYD CORPORATION:              |                            |                |                                   |              | 260.68                |  |
| <b>ADVANCED DISPOSAL SERVICES</b>       |                            |                |                                   |              |                       |  |
| 13                                      | ADVANCED DISPOSAL SERVIC   | JUNE 2019      | GARBAGE & RECYC COLLECTION        | 06/30/2019   | 65,197.17             | 10-546-530-4810 CONTRACT SVCS - REFUSE COLLECT |
| Total ADVANCED DISPOSAL SERVICES:       |                            |                |                                   |              | 65,197.17             |  |
| <b>BATZNER PEST CONTROL</b>             |                            |                |                                   |              |                       |  |
| 2580                                    | BATZNER PEST CONTROL       | 2723338        | BUG SPRAYING - TOWN HALL - MONT   | 07/09/2019   | 40.00                 | 10-516-530-4400 CONTRACTED SVS -TOWN HALL      |
| 2580                                    | BATZNER PEST CONTROL       | 2723339        | BUG SPRAYING - TOWN HALL - YRLY   | 07/09/2019   | 95.00                 | 10-516-530-4400 CONTRACTED SVS -TOWN HALL      |
| Total BATZNER PEST CONTROL:             |                            |                |                                   |              | 135.00                |  |
| <b>BAYCOM INC.</b>                      |                            |                |                                   |              |                       |  |
| 92                                      | BAYCOM INC.                | EQUIPINV_021   | WCSD LICENSE PLATE READERS        | 07/10/2019   | 14,013.50             | 10-516-530-8000 SINKING FUND - TOWN HALL       |
| Total BAYCOM INC.:                      |                            |                |                                   |              | 14,013.50             |  |
| <b>CRAMER MULTHAUF &amp; HAMMES LLP</b> |                            |                |                                   |              |                       |  |
| 212                                     | CRAMER MULTHAUF & HAMME    | INV #6         | TID #1 LEGAL WORK                 | 06/30/2019   | 1,237.50              | 65-561-530-2100 TID #1 - ATTORNEY              |
| Total CRAMER MULTHAUF & HAMMES LLP:     |                            |                |                                   |              | 1,237.50              |  |
| <b>FABICK RENTS</b>                     |                            |                |                                   |              |                       |  |
| 303                                     | FABICK RENTS               | 507826         | RENTAL ASPHALT MILL & SKID STEER  | 07/08/2019   | 1,012.75              | 10-533-530-3570 IN-HOUSE PAVING - HIGHWAY      |
| Total FABICK RENTS:                     |                            |                |                                   |              | 1,012.75              |  |
| <b>FALLS AUTO PARTS &amp; SUPPLIES</b>  |                            |                |                                   |              |                       |  |
| 307                                     | FALLS AUTO PARTS & SUPPLIE | 584240         | OIL FILTER - SMITH CO GROOMER - P | 06/28/2019   | 3.97                  | 10-552-530-5410 EQUIP MAINTENANCE - PARKS      |
| 307                                     | FALLS AUTO PARTS & SUPPLIE | 584745         | BRAKE LIGHTS FOR PARKS TRAILOR    | 07/11/2019   | 10.64                 | 10-552-530-5410 EQUIP MAINTENANCE - PARKS      |
| Total FALLS AUTO PARTS & SUPPLIES:      |                            |                |                                   |              | 14.61                 |  |
| <b>GROTA APPRAISALS LLC</b>             |                            |                |                                   |              |                       |  |
| 405                                     | GROTA APPRAISALS LLC       | JULAUG2019     | ANNUAL ASSESSMENT WORK - JUL A    | 07/02/2019   | 2,675.00              | 10-515-530-4400 CONTRACTED SERVICES - ASSESSOR |

| Vendor                            | Vendor Name              | Invoice Number | Description                       | Invoice Date | Net<br>Invoice Amount | GL Account and Title                           |
|-----------------------------------|--------------------------|----------------|-----------------------------------|--------------|-----------------------|--|
| Total GROTA APPRAISALS LLC:       |                          |                |                                   |              | 2,675.00              |  |
| <b>HAMILTON SCHOOL DISTRICT</b>   |                          |                |                                   |              |                       |  |
| 413                               | HAMILTON SCHOOL DISTRICT | JUNE 2019      | JUNE MOBILE HOME PARKING FEES     | 06/30/2019   | 4,304.89              | 10-200-250-4620 MOBILE HOME DUE TO HAMILTON    |
| Total HAMILTON SCHOOL DISTRICT:   |                          |                |                                   |              | 4,304.89              |  |
| <b>JOHNSON'S NURSERY INC.</b>     |                          |                |                                   |              |                       |  |
| 492                               | JOHNSON'S NURSERY INC.   | 55662          | 3 TREES - COMMUNITY PARK          | 07/01/2019   | 424.50                | 10-552-530-3160 PARK BEAUTIFICATION / PLGD SUP |
| Total JOHNSON'S NURSERY INC.:     |                          |                |                                   |              | 424.50                |  |
| <b>JOURNAL SENTINEL INC.</b>      |                          |                |                                   |              |                       |  |
| 541                               | JOURNAL SENTINEL INC.    | 5TOWNLL-5-6-   | PUBLISH LEGAL NOTICES             | 06/30/2019   | 197.28                | 10-518-530-3600 LEGAL NOTICES PUBLICATIONS     |
| Total JOURNAL SENTINEL INC.:      |                          |                |                                   |              | 197.28                |  |
| <b>KERSHEK LAW OFFICES</b>        |                          |                |                                   |              |                       |  |
| 509                               | KERSHEK LAW OFFICES      | 07/19 18499    | PROSECUTORIAL SERVICE FOR JUN     | 07/11/2019   | 750.00                | 10-518-530-4120 LEGAL FEES - MUNICIPAL COURT   |
| 509                               | KERSHEK LAW OFFICES      | 07/19 18500    | PROSECUTORIAL SERVICE - HEARIN    | 07/11/2019   | 300.00                | 10-518-530-4120 LEGAL FEES - MUNICIPAL COURT   |
| Total KERSHEK LAW OFFICES:        |                          |                |                                   |              | 1,050.00              |  |
| <b>KUNKEL ENGINEERING GROUP</b>   |                          |                |                                   |              |                       |  |
| 370                               | KUNKEL ENGINEERING GROUP | 0231566        | TID #1 ENGINEERING WORK - 2018 IN | 10/09/2018   | 1,050.00              | 65-561-530-3100 TID #1 - ENGINEERING           |
| 370                               | KUNKEL ENGINEERING GROUP | 0231566        | STORM SEWER & SW MGT - 2018 INV   | 10/09/2018   | 2,366.19              | 90-563-530-4400 ENGINEERING CONSULTANT - SW    |
| 370                               | KUNKEL ENGINEERING GROUP | 0231695        | TID#1 PLANNING & ENGINEERING - 2  | 10/13/2018   | 494.88                | 65-561-530-3100 TID #1 - ENGINEERING           |
| Total KUNKEL ENGINEERING GROUP:   |                          |                |                                   |              | 3,911.07              |  |
| <b>LANNON STONE PRODUCTS INC.</b> |                          |                |                                   |              |                       |  |
| 554                               | LANNON STONE PRODUCTS IN | 1219527        | 3/4" TB FOR STORMWATER PROJECT    | 06/30/2019   | 198.77                | 90-533-530-6400 GRAVEL - SW                    |
| Total LANNON STONE PRODUCTS INC.: |                          |                |                                   |              | 198.77                |  |
| <b>MENARDS -- GERMANTOWN</b>      |                          |                |                                   |              |                       |  |
| 608                               | MENARDS -- GERMANTOWN    | 65819          | ASHPHALT SEALER & SQUEEGEE - D    | 07/02/2019   | 57.95                 | 10-533-530-3570 IN-HOUSE PAVING - HIGHWAY      |

| Vendor                                   | Vendor Name                | Invoice Number | Description                     | Invoice Date | Net<br>Invoice Amount | GL Account and Title                          |
|--|----------------------------|----------------|---------------------------------|--------------|-----------------------|---|
| Total MENARDS -- GERMANTOWN:             |                            |                |                                 |              | 57.95                 |   |
| <b>MENARDS -- PEWAUKEE</b>               |                            |                |                                 |              |                       |   |
| 607                                      | MENARDS -- PEWAUKEE        | 47568          | LANDSCAPE RAKE                  | 06/28/2019   | 39.99                 | 10-552-530-3180 SHOP TOOLS - PARKS            |
| 607                                      | MENARDS -- PEWAUKEE        | 47568          | SHOP TOWELS, ELEC CONNECTORS    | 06/28/2019   | 56.58                 | 10-552-530-3140 GENERAL OPERATING SUP - PARKS |
| 607                                      | MENARDS -- PEWAUKEE        | 47832          | ASPHALT SEALER FOR PARKING LOT  | 07/03/2019   | 39.96                 | 10-533-530-3570 IN-HOUSE PAVING - HIGHWAY     |
| 607                                      | MENARDS -- PEWAUKEE        | 48074          | SEWER PIPE SW PROJECT - MOUNTA  | 07/08/2019   | 38.91                 | 90-533-530-3100 SUPPLIES / GRASS SEED - SW    |
| 607                                      | MENARDS -- PEWAUKEE        | 48302          | 2 ELECTRICAL BOXES FOR OPEN AIR | 07/12/2019   | 34.35                 | 10-552-530-3140 GENERAL OPERATING SUP - PARKS |
| Total MENARDS -- PEWAUKEE:               |                            |                |                                 |              | 209.79                |   |
| <b>MERRY MAIDS</b>                       |                            |                |                                 |              |                       |   |
| 612                                      | MERRY MAIDS                | 720799465/6    | TOWN HALL CLEANING - JUNE       | 07/01/2019   | 218.00                | 10-516-530-4400 CONTRACTED SVS -TOWN HALL     |
| Total MERRY MAIDS:                       |                            |                |                                 |              | 218.00                |   |
| <b>MID-AMERICAN RESEARCH</b>             |                            |                |                                 |              |                       |   |
| 620                                      | MID-AMERICAN RESEARCH      | 0668974-IN     | RESTROOM & GARBAGE SUPPLIES -   | 06/26/2019   | 284.19                | 10-552-530-5200 FACILITY MAINTENANCE - PARKS  |
| 620                                      | MID-AMERICAN RESEARCH      | 0669967-IN     | GRAFFITI REMOVER WIPES -DPW     | 07/05/2019   | 82.90                 | 10-533-530-3100 SUPPLIES - HIGHWAY            |
| Total MID-AMERICAN RESEARCH:             |                            |                |                                 |              | 367.09                |   |
| <b>MILLER-BRADFORD &amp; RISBERG INC</b> |                            |                |                                 |              |                       |   |
| 628                                      | MILLER-BRADFORD & RISBER   | R01286         | 1 WK RENTAL MINI EXCAVATOR BUCK | 07/03/2019   | 135.00                | 90-533-530-5420 EQUIPMENT RENTAL - SW         |
| 628                                      | MILLER-BRADFORD & RISBER   | R01287         | 1 MO MINI EXCAVATOR RENTAL W/ 2 | 07/03/2019   | 3,000.00              | 90-533-530-5420 EQUIPMENT RENTAL - SW         |
| Total MILLER-BRADFORD & RISBERG INC:     |                            |                |                                 |              | 3,135.00              |   |
| <b>MONTAGE ENTERPRISES INC.</b>          |                            |                |                                 |              |                       |   |
| 644                                      | MONTAGE ENTERPRISES INC.   | 72354          | MAINTENANCE PARTS FOR KUBOTA    | 07/15/2019   | 322.36                | 10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY   |
| Total MONTAGE ENTERPRISES INC.:          |                            |                |                                 |              | 322.36                |   |
| <b>NEU'S BUILDING CENTER INC.</b>        |                            |                |                                 |              |                       |   |
| 672                                      | NEU'S BUILDING CENTER INC. | 3965349        | NEW MILWAUKEE TOOL SAWZALL - P  | 06/19/2019   | 149.00                | 10-552-530-3180 SHOP TOOLS - PARKS            |
| 672                                      | NEU'S BUILDING CENTER INC. | 3965349        | BROOM HANDLES & TRASH STICKS -  | 06/19/2019   | 63.88                 | 10-552-530-3140 GENERAL OPERATING SUP - PARKS |
| 672                                      | NEU'S BUILDING CENTER INC. | 3974634        | LEAF RAKES FOR TREE CUTTING CL  | 07/11/2019   | 45.98                 | 10-533-530-3100 SUPPLIES - HIGHWAY            |

| Vendor                              | Vendor Name              | Invoice Number | Description                    | Invoice Date | Net<br>Invoice Amount | GL Account and Title                           |
|-------------------------------------|--------------------------|----------------|--------------------------------|--------------|-----------------------|--|
| Total NEU'S BUILDING CENTER INC.:   |                          |                |                                |              | 258.86                |  |
| <b>OFFICE COPYING EQUIPMENT LTD</b> |                          |                |                                |              |                       |  |
| 686                                 | OFFICE COPYING EQUIPMENT | AR89005        | FD-COPIER LEASE-RICHMOND-MAY   | 06/30/2019   | 90.66                 | 10-522-530-4400 CONTRACTED SERVICES - FD       |
| 686                                 | OFFICE COPYING EQUIPMENT | AR89006        | FD-COPIER LEASE-GOOD HOPE-MAY  | 06/30/2019   | 1.57                  | 10-522-530-4400 CONTRACTED SERVICES - FD       |
| Total OFFICE COPYING EQUIPMENT LTD: |                          |                |                                |              | 92.23                 |  |
| <b>OSI ENVIRONMENTAL INC.</b>       |                          |                |                                |              |                       |  |
| 699                                 | OSI ENVIRONMENTAL INC.   | 1046714        | FILTERS - UNCRUSHED            | 06/25/2019   | 90.00                 | 10-546-530-7870 RECYCLING - OIL                |
| Total OSI ENVIRONMENTAL INC.:       |                          |                |                                |              | 90.00                 |  |
| <b>PARTSMASTER</b>                  |                          |                |                                |              |                       |  |
| 704                                 | PARTSMASTER              | 23432733       | BOLTS, WASHERS, ZIP TIES - DPW | 06/20/2019   | 122.06                | 10-533-530-3100 SUPPLIES - HIGHWAY             |
| Total PARTSMASTER:                  |                          |                |                                |              | 122.06                |  |
| <b>PAUL BLACKBURN</b>               |                          |                |                                |              |                       |  |
| 2601                                | PAUL BLACKBURN           | CANCEL         | PARK RESERVATION CANCELLATION  | 07/11/2019   | 100.00                | 10-460-467-2001 PARK SHELTER RENTALS           |
| Total PAUL BLACKBURN:               |                          |                |                                |              | 100.00                |  |
| <b>PAYNE &amp; DOLAN INC.</b>       |                          |                |                                |              |                       |  |
| 709                                 | PAYNE & DOLAN INC.       | 1622364        | ASPHALT PATCH TOWN HALL BACK L | 07/03/2019   | 191.71                | 10-533-530-3570 IN-HOUSE PAVING - HIGHWAY      |
| Total PAYNE & DOLAN INC.:           |                          |                |                                |              | 191.71                |  |
| <b>REINDERS INC.</b>                |                          |                |                                |              |                       |  |
| 775                                 | REINDERS INC.            | 1792720-00     | 2 TIRES FOR TORO GROUNDMASTER  | 07/10/2019   | 246.98                | 10-552-530-5410 EQUIP MAINTENANCE - PARKS      |
| Total REINDERS INC.:                |                          |                |                                |              | 246.98                |  |
| <b>RURAL MUTUAL INSURANCE CO</b>    |                          |                |                                |              |                       |  |
| 798                                 | RURAL MUTUAL INSURANCE C | 530890176      | UPDATE PARK EQUIP W/ INS       | 07/12/2019   | 120.00                | 10-518-530-7300 TOWN INS - PROP LIAB CYBER CRM |
| Total RURAL MUTUAL INSURANCE CO:    |                          |                |                                |              | 120.00                |  |

| Vendor                                | Vendor Name               | Invoice Number | Description                      | Invoice Date | Net<br>Invoice Amount | GL Account and Title                           |
|---------------------------------------|---------------------------|----------------|----------------------------------|--------------|-----------------------|--|
| <b>SERWE IMPLEMENT MUNICIPAL SALE</b> |                           |                |                                  |              |                       |  |
| 832                                   | SERWE IMPLEMENT MUNICIPA  | SO-002209      | BEARINGS FOR JOHN DEERE BOOM     | 07/09/2019   | 147.88                | 10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY    |
| Total SERWE IMPLEMENT MUNICIPAL SALE: |                           |                |                                  |              | 147.88                |  |
| <b>SHAWN'S DEER PICK UP</b>           |                           |                |                                  |              |                       |  |
| 837                                   | SHAWN'S DEER PICK UP      | JUNE19         | DEER REMOVAL - ROXIE, SALLY, THE | 07/01/2019   | 208.00                | 10-533-530-4400 CONTRACTED SERVICES - HIGHWAY  |
| Total SHAWN'S DEER PICK UP:           |                           |                |                                  |              | 208.00                |  |
| <b>STARK ASPHALT</b>                  |                           |                |                                  |              |                       |  |
| 866                                   | STARK ASPHALT             | 50046322       | TACK FOR APPLYING ASPHALT TO AS  | 06/30/2019   | 437.36                | 10-533-530-3570 IN-HOUSE PAVING - HIGHWAY      |
| 866                                   | STARK ASPHALT             | 50046392       | RECYCLED ASPHALT FOR SHOULDE     | 06/30/2019   | 213.15                | 10-533-530-3550 GRAVEL - HIGHWAY               |
| 866                                   | STARK ASPHALT             | 50046392       | ROAD PATCHING ASPHALT            | 06/30/2019   | 7,238.84              | 10-533-530-3570 IN-HOUSE PAVING - HIGHWAY      |
| Total STARK ASPHALT:                  |                           |                |                                  |              | 7,889.35              |  |
| <b>THE SHERWIN WILLIAMS CO.</b>       |                           |                |                                  |              |                       |  |
| 838                                   | THE SHERWIN WILLIAMS CO.  | 5493-2         | PAINT FOR NEW STEEL DOORS AT DP  | 07/03/2019   | 92.32                 | 10-533-530-5200 BUILDING MAINTENANCE - HIGHWAY |
| Total THE SHERWIN WILLIAMS CO.:       |                           |                |                                  |              | 92.32                 |  |
| <b>UNIFIRST CORPORATION</b>           |                           |                |                                  |              |                       |  |
| 2349                                  | UNIFIRST CORPORATION      | 09610800558    | DPW UNIFORMS & MATS              | 07/08/2019   | 85.37                 | 10-533-530-3630 UNIFORMS/MATS - HIGHWAY        |
| 2349                                  | UNIFIRST CORPORATION      | 0961081601     | DPW UNIFORMS & MATS              | 07/15/2019   | 65.17                 | 10-533-530-3630 UNIFORMS/MATS - HIGHWAY        |
| Total UNIFIRST CORPORATION:           |                           |                |                                  |              | 150.54                |  |
| <b>VIERBICHER ASSOCIATES INC</b>      |                           |                |                                  |              |                       |  |
| 2374                                  | VIERBICHER ASSOCIATES INC | 00006-2019     | HAASS FARMS PREPLAT REVIEW (RE   | 07/12/2019   | 750.00                | 10-563-530-4200 PLANNER - PC - REIMB           |
| 2374                                  | VIERBICHER ASSOCIATES INC | 00006-2019     | WILMAN CSM (REIMB)               | 07/12/2019   | 256.25                | 10-563-530-4200 PLANNER - PC - REIMB           |
| 2374                                  | VIERBICHER ASSOCIATES INC | 00006-2019     | P.C. MTGS                        | 07/12/2019   | 688.75                | 10-563-530-4300 PLANNER - PC - NON-REIMB       |
| 2374                                  | VIERBICHER ASSOCIATES INC | 00006-2019     | MERTON JPC MTG                   | 07/12/2019   | 190.00                | 10-563-530-4300 PLANNER - PC - NON-REIMB       |
| 2374                                  | VIERBICHER ASSOCIATES INC | 00006-2019     | GENERAL PLANNING & ZONING ASSI   | 07/12/2019   | 931.25                | 10-563-530-4300 PLANNER - PC - NON-REIMB       |
| 2374                                  | VIERBICHER ASSOCIATES INC | 00006-2019     | LISBON-SUSSEX SPECIAL AREA MAP   | 07/12/2019   | 966.25                | 10-563-530-4300 PLANNER - PC - NON-REIMB       |
| 2374                                  | VIERBICHER ASSOCIATES INC | 00006-2019     | WASHINGTON CTY HWY MAP CTH Q     | 07/12/2019   | 437.50                | 10-563-530-4300 PLANNER - PC - NON-REIMB       |
| 2374                                  | VIERBICHER ASSOCIATES INC | 00006-2019     | SIGN CODE UPDATE                 | 07/12/2019   | 2,832.50              | 10-563-530-4300 PLANNER - PC - NON-REIMB       |
| 2374                                  | VIERBICHER ASSOCIATES INC | 00006-2019     | IMPACT FEE NEEDS ASSESSMT        | 07/12/2019   | 1,760.00              | 10-563-530-4300 PLANNER - PC - NON-REIMB       |
| 2374                                  | VIERBICHER ASSOCIATES INC | 00006-2019     | TOWN DEVELOPMT GUIDE UPDATES     | 07/12/2019   | 512.50                | 10-563-530-4300 PLANNER - PC - NON-REIMB       |
| 2374                                  | VIERBICHER ASSOCIATES INC | 00006-2019     | INITIAL PLANNER APPT - ABEL PARK | 07/12/2019   | 62.50                 | 10-563-530-4300 PLANNER - PC - NON-REIMB       |

| Vendor                           | Vendor Name               | Invoice Number | Description                       | Invoice Date | Net<br>Invoice Amount | GL Account and Title                       |
|----------------------------------|---------------------------|----------------|-----------------------------------|--------------|-----------------------|--|
| 2374                             | VIERBICHER ASSOCIATES INC | 00006-2019     | INITIAL PLANNER APPT - SMAGLIK CO | 07/12/2019   | 62.50                 | 10-563-530-4300 PLANNER - PC - NON-REIMB   |
| 2374                             | VIERBICHER ASSOCIATES INC | 00006-2019     | INITIAL PLAN APPT - LANDCRAFTERS  | 07/12/2019   | 62.50                 | 10-563-530-4300 PLANNER - PC - NON-REIMB   |
| 2374                             | VIERBICHER ASSOCIATES INC | 00006-2019     | INITIAL PLANNER APPT - RATZBURG   | 07/12/2019   | 62.50                 | 10-563-530-4300 PLANNER - PC - NON-REIMB   |
| 2374                             | VIERBICHER ASSOCIATES INC | 00006-2019     | INITIAL PLANNER APPT - FINCO COM  | 07/12/2019   | 62.50                 | 10-563-530-4300 PLANNER - PC - NON-REIMB   |
| 2374                             | VIERBICHER ASSOCIATES INC | 00006-2019     | INITIAL PLANNER APPT - VISU SEWE  | 07/12/2019   | 62.50                 | 10-563-530-4300 PLANNER - PC - NON-REIMB   |
| 2374                             | VIERBICHER ASSOCIATES INC | 00006-2019     | INITIAL PLANNER APPT - WEISFLOG A | 07/12/2019   | 62.50                 | 10-563-530-4300 PLANNER - PC - NON-REIMB   |
| 2374                             | VIERBICHER ASSOCIATES INC | 00006-2019     | MERTON BORDER AGRMT               | 07/12/2019   | 125.00                | 10-511-530-8000 BORDER AGREEMENTS          |
| 2374                             | VIERBICHER ASSOCIATES INC | 00006-2019     | SCANNING DOCS & MAPS              | 07/12/2019   | 667.50                | 10-563-530-3100 WC RECORDING - PC          |
| Total VIERBICHER ASSOCIATES INC: |                           |                |                                   |              | 10,555.00             |  |
| <b>VILLAGE OF SUSSEX</b>         |                           |                |                                   |              |                       |  |
| 2376                             | VILLAGE OF SUSSEX         | 4669           | MONTHLY TICKET PROCESSING         | 07/10/2019   | 1,275.82              | 10-521-530-4410 TICKET PROCESSING - SUSSEX |
| Total VILLAGE OF SUSSEX:         |                           |                |                                   |              | 1,275.82              |  |
| <b>WAUKESHA COUNTY</b>           |                           |                |                                   |              |                       |  |
| 2389                             | WAUKESHA COUNTY           | 2019-0000007   | AUGUST 2019 POLICE SERVICES       | 07/11/2019   | 58,970.88             | 10-521-530-4400 CONTRACTED SERVICES - WCSO |
| 2389                             | WAUKESHA COUNTY           | 2019-00000114  | JUNE 2019 PRISONER HOUSING        | 07/09/2019   | 119.07                | 10-521-530-4407 HOUSING - WCSO             |
| 2404                             | WAUKESHA COUNTY           | 544587         | CERT ELEC RECORDS MGMT            | 06/26/2019   | 30.00                 | 10-563-530-3100 WC RECORDING - PC          |
| Total WAUKESHA COUNTY:           |                           |                |                                   |              | 59,119.95             |  |
| Grand Totals:                    |                           |                |                                   |              | 179,603.61            |  |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net<br>Invoice Amount | GL Account and Title |
|--------|-------------|----------------|-------------|--------------|-----------------------|----------------------|
|--------|-------------|----------------|-------------|--------------|-----------------------|----------------------|

Dated: \_\_\_\_\_

**TOP 5 EXPENDITURES**

|                        |              |   |
|------------------------|--------------|---|
| Chairman: _____        | \$ 65,197.17 | ADVANCED DISPOSAL SERVICES - June Collection Services                         |
| Board Member #1: _____ | \$ 59,119.95 | WAUKESHA COUNTY - Aug 2019 Police Services, June 2019 Prisoner Housing        |
| Board Member #2: _____ | \$ 14,013.50 | BAYCOM INC - WCSO License Plate Readers                                       |
| Board Member #3: _____ | \$ 10,555.00 | VIERBICHER - MTGS & APPTS, Maps, Sign Code, Impact Fee Assessmt, Border Agrmt |
| Board Member #4: _____ | \$ 7,889.35  | STARK ASPHALT - Road Patching Asphalt & Tack                                  |

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.



**Thursday, July 18, 2019**

Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures and elections from **July 23, 2019 through August 31, 2019** at the Town Hall, W234N8676 Woodside Road, unless indicated otherwise.

|                            |  |
|----------------------------|--|
| 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.                       |
| Wednesday, August 28, 2019 | Joint Cooperative Plan Public Hearing with the Town of Lisbon and Village of Lannon 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)

Town Clerk's Office | Town of Brookfield  
645 N. Janacek Road | Brookfield, WI 53045  
Phone: (262)796-3788 | Fax: (262)796-0339



July 3, 2019

## NOTICE OF AUTHORIZATION TO PARTICIPATE IN A COOPERATIVE PLAN

To Whom It May Concern:

In accordance with the provisions of Sec. 66.0307(4), Wis. Stats., notice is hereby given that the Town Board of the Town of Brookfield has authorized the participation in the preparation of a Cooperative Plan involving territories in the Town of Brookfield and Town of Waukesha.

A copy of the notice is enclosed.

Sincerely,

*Elisa M Cappozzo*

Elisa M Cappozzo  
Municipal Clerk

Enclosure

RECEIVED  
JUL 08 2019  
TOWN OF LISBON

STATE OF WISCONSIN:

TOWN OF BROOKFIELD:

WAUKESHA COUNTY

---

**RESOLUTION AUTHORIZING PARTICIPATION IN THE PREPARATION OF A  
COOPERATIVE PLAN**

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**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 Brookfield 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 Brookfield and the Town of Waukesha; and,

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

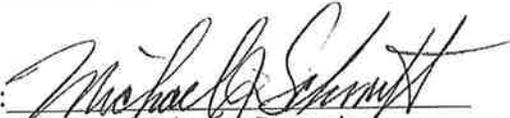
**BE IT RESOLVED**, that Town officials and staff members, acting under the direction and authority of the Town Board be, and hereby are, authorized to participate in the preparation of a Cooperative Plan with the Town of Waukesha, which Cooperative Plan shall be prepared and submitted to the Department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

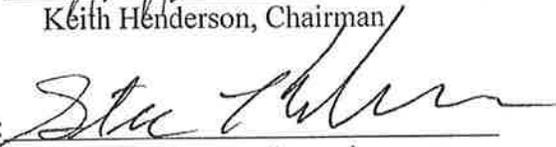
**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be given in writing, by the Town Clerk, within five (5) days after the adoption of this Resolution, to the municipalities, school districts and other agencies as required by Section 66.0307(4), Wis. Stats.

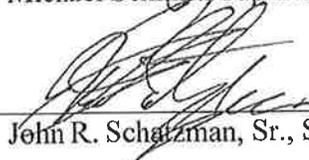
PASSED AND APPROVED this 2nd day of July, 2019.

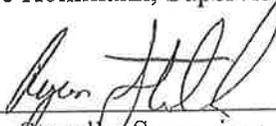
**TOWN BOARD, TOWN OF BROOKFIELD,  
WAUKESHA COUNTY, WISCONSIN**

BY:   
Keith Henderson, Chairman

BY:   
Michael Schmitt, Supervisor

BY:   
Steve Kohlmann, Supervisor

BY:   
John R. Schatzman, Sr., Supervisor

BY:   
Ryan Stanelle, Supervisor

ATTEST:   
Elisa Cappozzo, Clerk

This document drafted by:

Attorney James W. Hammes  
CRAMER, MULTHAUF & HAMMES, LLP  
1601 East Racine Avenue • Suite 200  
P.O. Box 558  
Waukesha, WI 53187  
(262)-542-4278



## ADMINISTRATOR REPORT

**PREPARED BY:** Gina C. Gresch, Administrator

**REPORT DATE:** Thursday, July 18, 2019

### **miPAY GOING LIVE NEXT MONTH**

One of the many features with the updated accounting software we are going to begin using next month is called miPay. miPay is a hosted secure online portal, with login and password credentials as well as two-factor authentication. Paper paystubs and W2's are eliminated through the miPay online application which allows individual employees to be notified via email when their paystub is available and also allows W4 changes and address changes. Employees do have the option to receive their W2 electronically. If they choose not to, it will be mailed to them. Those who receive a paper check will continue to receive that, but they will still receive the email notification and have access to the site. This site also gives the employee the means to access their transactions like when they need to prove income because the files are accessible as a PDF. Using the miPay site will eliminate the need for printing the paystubs saving paper, not having to use envelopes as well as the postage. Not only does this save some money, it also saves staff's time, making them more efficient. Staff is excited to offer this to employees because it provides an audit trail of any W4 changes requested, especially for those employees who can't make it to Town Hall during business hours.



# TOWN CLERK REPORT

**PREPARED BY:** Dan Green, Town Clerk

**REPORT DATE:** Monday, July 22, 2019

## **Possible Polling Location Change**

On Tuesday, July 23 I will be meeting with the pastor of Redeemer United Church for a potentially new polling location for Wards 2 and 3. The Town currently utilizes Hamilton High School; however with schools beginning to phase out municipalities using their facilities for voting, we are anticipating this changes sooner than later. There are also concerns with the Hamilton hosting large rehearsals in the middle of an election and parking/traffic during those times. I will keep the board notified as to how this issue progresses.

## **Meetings/Trainings**

Last week Amy and I attended the Clerk's Institute in Green Bay. Amy will be graduating from Treasurers Institute next year and I completed my Treasurers Completion on Friday. On July 25 I will be attending a meeting hosted by the County Clerk to review electronic poll books along with other legislative updates.





June 2019 Fire Chiefs Report Continued;

Notes on special activities and events:

1. June 1<sup>st</sup>, Bark River Departments live fire training on Hwy K, Hartland
2. June 3<sup>rd</sup>, Hamilton HS CPR classes
3. June 4<sup>th</sup>, Special meeting and dinner for Department members and the Zubella family.
4. June 6<sup>th</sup>, Bowman archery event standby with engine and ambulance
5. June 13<sup>th</sup>, HHS graduation event standby with ambulance
6. June 20<sup>th</sup>, Lisbon FD attended the Lisbon Community Festival with an engine and ambulances
7. June 29<sup>th</sup>, Practical probation testing

Meetings attended by the Chief:

1. June 11<sup>th</sup>, meeting with Sherriff Dept.
2. June 26<sup>th</sup>, Bark River meeting

Respectfully Submitted;

A handwritten signature in dark ink, appearing to read "Douglas J. Brahm". The signature is fluid and cursive, with a long horizontal stroke at the end.

Douglas J. Brahm  
Lisbon Fire Chief



# 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 Grota 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 Grota 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 Grota 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 Grota 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       |                   |                 |                  |
| 3-YR PROPOSED  | ASSESSOR SERVICES | W/REVAL         | YEAR TOTAL       |
| 2020           | \$37,000          | \$21,967        | \$58,967         |
| 2021           | \$37,000          | \$21,967        | \$58,967         |
| 2022           | \$37,000          | \$21,967        | \$58,967         |
| <b>TOTAL</b>   | <b>\$111,000</b>  | <b>\$65,900</b> | <b>\$176,900</b> |
| 4-YR PROPOSED  |                   |                 |                  |
| 2020           | \$37,200          | \$32,950        | \$70,150         |
| 2021           | \$37,200          | \$32,950        | \$70,150         |
| 2022           | \$37,200          | \$0             | \$37,200         |
| 2023           | \$37,200          | \$0             | \$37,200         |
| <b>TOTAL</b>   | <b>\$148,800</b>  | <b>\$65,900</b> | <b>\$214,700</b> |
| 5-YR PROPOSED  |                   |                 |                  |
| 2020           | \$37,800          | \$32,950        | \$70,750         |
| 2021           | \$37,800          | \$32,950        | \$70,750         |
| 2022           | \$37,800          | \$0             | \$37,800         |
| 2023           | \$37,800          | \$0             | \$37,800         |
| 2024           | \$37,800          | \$0             | \$37,800         |
| <b>TOTAL</b>   | <b>\$189,000</b>  | <b>\$65,900</b> | <b>\$254,900</b> |

### 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 Statutes.
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 19<sup>th</sup> 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 19<sup>th</sup> 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





# REQUEST FOR CONSIDERATION

**COMMITTEE CONSIDERATION:** Town Board

**ITEM DESCRIPTION:** Recommendations from Plan Commission

**PREPARED BY:** Gina C. Gresch, Administrator

**REPORT DATE:** Thursday, July 18, 2019

**RECOMMENDATION:** Approve Plan Commission Recommendations

## EXPLANATION

The following items were on the Thursday, July 11 Plan Commission agenda and are ready for Town Board approval. There were other action items on the Plan Commission agenda with recommendations to the

**Request from Brad and Brooke Wilman, for the property located at N93W25447 Tomahawk Drive, LSBT 0157.138.001, for a Certified Survey Map and recommendation to Waukesha County of the same.**

This purpose of this CSM is to complete a lot line adjustment between this property and adjacent lots. Planner Lindstrom has reviewed the CSM and has surface revisions to the map. It also still needs Village of Richfield Extraterritorial review and approval. I recommend approval subject to the Town Planner's and Waukesha County's conditions and recommendation to Waukesha County of the same.

**Request from Michael Manke on behalf of the property owners Kevin and Colleen Shanahan, for the property located at W252N4885 Aberdeen Drive, LSBT0276.049, for a Conditional Use for a Major Grading Permit.**

The major grading plans have been reviewed by Engineer Jackie Kohn-Born with Kunkel engineering, which she has four conditions, which need to be met and confirmed on-site before the permit is issued. I recommend approval.

**Request from the Town of Lisbon for the property located at N63W22039 County Road F, LSBT 0241.999, for a Certified Survey Map and recommendation to the Town Board of the same.**

Kunkel Engineering drafted the CSM which has been reviewed by the Town Attorney. There are no changes, I recommend approval.

**Request for Jason and Michelle Frederick, for the property located at W263N6314 Ridge Drive, LSBT 0257.995.001 for a two-lot Certified Survey Map and recommendation to the Town Board of the same. (Previously approved CSM – change of ownership).**

This CSM has been to the Plan Commission and Town Board but under a different ownership. The original applicant decided to sell the land as a whole to the original buyer. The buyer now wants to proceed with the land division. No other changes were made to the CSM other than the appropriate signatures. I recommend approval.

**Request for a Developer's Agreement and related exhibits for the Haass Farms Subdivision, Mike Kaerek, Kaerek Homes, for the properties located at W275N9101 Lake Five Road, Hartland, LSBT 0167.999.001 and 0167.999.**

The Haass Farms Subdivision process is coming along smoothly. The Developer's Agreement has been reviewed by Town Engineer Mitch Leisses, Planner Dan Lindstrom, Public Works Director DeStefano, Attorney Schmitzer and myself. All items of concern have been addressed and are satisfactory to the developer, Mike Kaerek of Kaerek Homes. The exhibits will be submitted at a later time. The Declaration of Restrictions and Covenants have been submitted and reviewed by the Planner and is awaiting Attorney review. The construction and landscaping plans have yet to be submitted for Plan Commission approval. I recommend approval of the Developer's Agreement.

Waukesha County Parks and Land Use is still working on their Preliminary Plat review, which they have until their statutory deadline of August 19 to do so. Environmental Health approved the storm water plans on July 5. Since Waukesha County is still in the pre-plat approval process, the Town Board had to extend the closing date to no later than August 19, per the Agreement to Purchase, line 333. Waukesha County doesn't anticipate this taking until August 19, but hopefully by the end of July.



July 3, 2019

Town of Lisbon  
Plan Commission  
W234 N8676 Woodside Road  
Lisbon, WI 53089-1545

RE: Wilman Tomahawk Drive CSM Review

### **Introduction**

This letter reviews the Certified Survey Map (CSM) submitted by Brad Wilman (Applicant) on May 21, 2019, for the properties located at N93W25447 Tomahawk Drive and W253N9367 Bittersweet Drive in the Town. The properties in question sum to 3.046 acres, and are currently zoned R-2 Single Family Residential, with a small portion of proposed Lot 2 also zoned UC Upland Corridor. The northern portions of both proposed lots also fall within the Waukesha County Shoreland Zoning jurisdiction.

The Applicant intends to complete a lot line adjustment between their property and adjacent lots.

Pertinent details with respect to this application, the Town of Lisbon Ordinances, and the Wisconsin Statutes are included below.

### **Pertinent Review Materials**

|                                    |  |
|------------------------------------|--|
| Property Owner:                    | Brad and Brooke Wilman   |
| Applicant:                         | Brad Wilman  |
| Tax Key:                           | LSBT: 0157.138.001 and 0157.137.002  |
| Current Zoning:                    | R-2 Single Family Residential District   |
| Adjacent Zoning:                   | R-2 Residential (Waukesha County)  |
| Current Land Use Plan designation: | Low Density Residential (Lot 1), Primary Environmental Corridor and Other Open Lands to be Preserved (Lot 2) |
| Proposed Use:                      | Low Density Residential  |
| Proposed Zoning:                   | R-2 Single Family Residential District   |
| Joint Planning Commission Req:     | No   |

### **Certified Survey Map**

#### **Town Ordinances:**

- Ordinance Section 6.02 of Chapter 12 states that maps shall show the information required by Sections 4.01, 4.02, and 5.02 of Chapter 12 along with all existing buildings and structures, drives, streams and watercourses, drainage ditches, drainage easements, marshes, wooded areas, railroad tracks, and other pertinent features. After reviewing for compliance with these

vision to reality

requirements, we have the following comments and recommended revisions/additions.

- CSM to clarify what is represented by the "W" symbols (assumed to be wells) located immediately southeast of the house on Lot 1 and southwest of the house on Lot 2. All symbols used on the CSM shall be shown in the legend.
- CSM to show exact length and bearing of the centerlines for Tomahawk Drive and Bittersweet Drive, along with the type and elevation of any existing street pavement and any legally established centerline elevations.
- CSM to show location, size, and invert elevation of any existing sanitary or storm sewers, culverts, and drain pipes, and the location of manholes, catch basins, hydrants, power and telephone poles, and the location and size of any existing water and gas mains within the exterior boundaries of the CSM or immediately adjacent thereto.
- CSM to show the locations of existing septic systems and driveways for both lots.
- The surveyor's seal, signature, and date must be affixed to all sheets on the final revised CSM. The Applicant shall include the same revision date on all sheets of the final revised CSM.
- The Applicant shall add the EC (Environmental Corridor) Overlay to Note 1 on Sheet 1 of the CSM.
- The Applicant shall amend the CSM to show a vision corner easement on Lot 2, at the intersection of Tomahawk Drive and Bittersweet Drive. The Applicant shall also add the following note to the CSM:

*"Within the area of the vision corner easement, the height of all plantings, berms, fencing, signs or any other structure shall be limited to 24 inches above the intersection elevation."*

- The northern portion of Lot 2 includes areas covered by an environmental corridor. The CSM shall show the limits of this area and label this area with the following statement:

*"Approximate Primary Environmental Corridor Limits, as designated by SEWRPC and shown on the Waukesha County GIS Mapping Site."*

- The Applicant shall also place the following note on the CSM:

*"The PEC boundary shown on this Certified Survey is an approximate boundary taken from the Waukesha County GIS Mapping Site. If a future building/structure is proposed to be constructed in close proximity to the PEC, it may be necessary for the PEC to be field delineated."*

Furthermore, the Applicant shall add the "Primary Environmental Corridor Preservation Restrictions" to the CSM, per Note 10 of the Waukesha County Conditional Approval Letter, and as demonstrated on the attached Exhibit A.

- The Applicant shall add the basement restriction shown on the attached Exhibit B.
- The CSM shall be submitted to the Village of Richfield for review and approval, as it lies within the 1.5-Mile Extraterritorial Jurisdiction boundary limit.

- The Applicant shall tie two separate stakes to at least two separate section corners on Sheet 1 of the CSM.
- The Applicant shall amend the last paragraph of the Surveyor's Certificate on Sheet 2 to read:

*"That I have complied with Chapter 236.34 of the Wisconsin State Statutes, Waukesha County Department of Parks and Land Use – Planning, the Waukesha County Shoreland and Floodplain Subdivision Control Ordinance, and the Land Division and Development Ordinance of the Town of Lisbon."*

- The Town of Lisbon Land Division and Development Ordinance requires the location of the existing access driveways, and the location and use of all existing structures within 50 feet of the CSM to be shown on the CSM. There may be a shed to the south of proposed Lot 2 and a shed to the west of proposed Lot 1 that, at minimum, shall be shown.

**Additional Considerations via Waukesha County:**

- The Applicant shall revise the Location Map on Sheet 1 to show more detail, as stated in Note 1 of the Waukesha County Conditional Approval Letter. This includes showing Tomahawk Drive, Bittersweet Drive, and the Bark River, at a minimum.
- The surveyor's seal, signature, and date must be affixed to all sheets on the final revised CSM. The Applicant shall include the same revision date on all sheets of the final revised CSM.
- The Applicant shall amend the reference to Waukesha County in the surveyor's certificate on Sheet 2 to read: *"Waukesha County Shoreland and Floodland Protection Ordinance."*
- The Applicant shall amend Note 1 on the CSM to state:
 

*"The required setback and offsets listed on this Certified Survey Map may be subject to modification based on the provisions of the Waukesha County Shoreland and Floodland Protection Ordinance and Town of Lisbon Zoning Code."*
- The Applicant shall amend the Building Setback Note on Sheet 1 of the CSM to note rear yard and side yard setbacks of 35 feet.
- The Applicant shall obtain a Preliminary Site Evaluation (PSE) for the existing septic system on Lot 2 from the Waukesha County Department of Parks and Land Use Environmental Health Division. If the PSE finds problems with the existing septic system, those problems must either be resolved, or the Applicant must obtain a Sanitary Permit for a new septic system prior to the Director affixing his signature to the final CSM. A PSE has already been obtained for Lot 1.
- Ordinance §2.05 of Chapter 12 of the Town Code states that the Town Board may waive some CSM requirements when it judges the literal application of these requirements to be inappropriate, subject to the following criteria: exceptional circumstances, preservation of property rights, and/or absence of detriment. The Town should decide whether it wishes to grant a waiver to the unaddressed requirements noted in this letter.

July 3, 2019  
Page 4 of 4

The issues outlined above are meant to act as a guide to assist you in discussions about issues you think need to be addressed in order to approve this CSM. Any conditions listed by the Plan Commission should be laid out through a motion, corrected by the Applicant, and then approved by the Town Planner and Town Engineer prior to Town Board approval and signature.

Sincerely,

Daniel J Lindstrom, AICP  
Town Planner

Aaron Prichard  
Planner

DL: AP

cc: Gina Gresch, Administrator, Town of Lisbon  
Dan Green, Clerk, Town of Lisbon  
Brad and Brooke Wilman, Applicant  
James G. Schneider, Surveyor

**Exhibit A****SAMPLE:  
PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION RESTRICTIONS**

**Those areas identified as Primary Environmental Corridor on Page \_\_\_\_ of \_\_\_\_ on this Certified Survey Map shall be subject to the following restrictions:**

1. Grading, filling, and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees shrubs, grasses, etc. is prohibited, with the exception that dead, diseased, dying, or invasive vegetation may be removed, at the discretion of the landowner and with approval from the Waukesha County Department of Parks and Land Use – Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use – Planning and Zoning Division, shall also be permitted.
3. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds are prohibited.
6. The construction of buildings is prohibited.

**Exhibit B****SAMPLE:  
BASEMENT RESTRICTION – GROUNDWATER**

This Certified Survey Map is located in an area with mapped soils known to have seasonal high groundwater. The Waukesha County Shoreland and Floodland Protection Ordinance currently requires that the lowest level of any residence or addition must be at an elevation that is at least one (1) foot higher than the highest seasonal groundwater level, unless a variance from that requirement is obtained from the Waukesha County Board of Adjustment. Therefore, additional soil testing in the vicinity of any proposed residence or addition will be required to ensure compliance with this requirement. If the requirement regarding vertical separation distance from the highest seasonal groundwater level is modified by a future amendment to the Waukesha County Shoreland and Floodland Protection Ordinance, the requirement at the time of construction shall apply. All groundwater separation requirements set forth by the Town of Lisbon must also be complied with.



# Wilman Tomahawk Drive CSM Properties

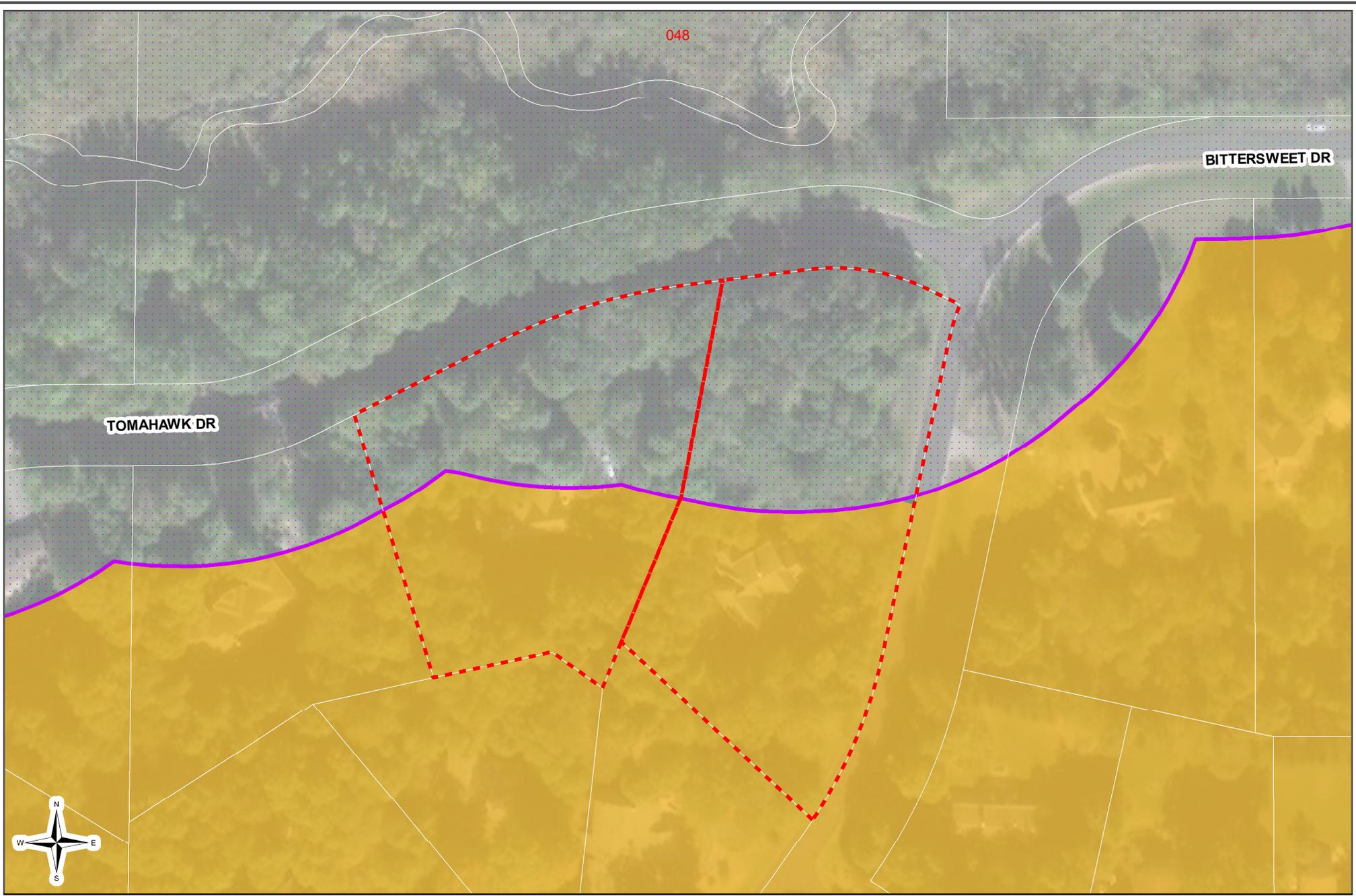
Town of Lisbon

1 inch = 194 feet



Lisbon Parcels

REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO  
 N27 W23957 Paul Road, Suite 105, Pewaukee, WI 53072  
 Phone: (262) 875-5000 Fax: (608) 826-0530



# Wilman Tomahawk Drive CSM Zoning

## Town of Lisbon

1 inch = 104 feet

|  |                           |  |     |  |     |  |     |  |     |  |     |  |     |
|--|---------------------------|--|-----|--|-----|--|-----|--|-----|--|-----|--|-----|
|  | Town of Lisbon Boundary   |  |     |  |     |  |     |  |     |  |     |  |     |
|  | Waukesha Shoreland Zoning |  |     |  |     |  |     |  |     |  |     |  |     |
|  | AD-10                     |  | A-5 |  | R-2 |  | B-1 |  | B-4 |  | M-1 |  | C-1 |
|  | RD-5                      |  | A-3 |  | R-3 |  | B-2 |  | B-P |  | M-2 |  | UC  |
|  | A-10                      |  | R-1 |  | RM  |  | B-3 |  | Q-1 |  | P-1 |  | PR  |

planners | engineers | advisors

REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO  
 N27 W23957 Paul Road, Suite 105, Pewaukee, WI 53072  
 Phone: (262) 875-5000 Fax: (608) 824-0530



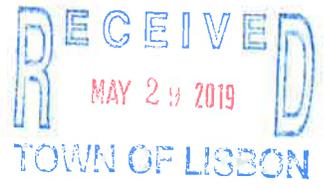
# Plan Commission Application

## Application Type and Fee (check all that apply)

\*Application fees are non-refundable. Fees cover costs associated with public notification, postage, copies, and document recording, however applicants agree to pay all additional expenses that the Town may incur by virtue of contracted plan review services including but not limited to: legal, surveying and engineering costs and studies.

**Commercial**  
*\*All commercial projects including any change of occupancy, change of use, or construction/alteration must be submitted to the Lisbon Fire Department as well for review and inspections.*

**Residential** – Home-Based Bus. / In-Law Unit



- Accessory Building Waiver: \$100 (Size/Location/Architectural Review)
- After the Fact Application: Double Fees
- Certified Survey Map: \$200 + \$10 Per lot
  - Dedication Fee (Per lot): \$2,583.69 (Paid upon receipt of signed CSM)
- Conditional Use Permit: \$350
  - Amendment / Original
  - Major Grading Permit
- Deed Restriction: \$100
- Developer's Agreement: \$250
- Groundwater Separation Waiver: \$100
- Land Use Amendment: \$300
- Other \$ \_\_\_\_\_
- Plat Review:
  - Final - \$200
  - Preliminary - \$500
- Re-Submittal: \$200
- Rezone: \$350
- Sign Permit Application: \$30 + Sign Fees (See Adopted Fee Schedule)
- Site Plan/Plan of Operation:
  - Amendment: \$250
  - Original: \$500
  - Temporary: \$125
- Special Meeting: \$600
- Waivers/Modification from Land Division and Development Ordinance: \$200

## Property Information

193W25447 Tomahawk Drive Lisbon 53089  
 Property Address City Zip

LSBT 0157 138 001 1.467 ACRES Residential  
 Tax Key/Parcel ID # Lot Size Current Zoning

## Property Owner

Brad + Brooke Wilman  
 Name / Company Name

Brad Wilman  
 Signature

193W25447 Tomahawk Dr  
 Address

Lisbon WI 53089  
 City State Zip

262-875-1343 wilman.engineering@wi.rr.com  
 Phone E-mail Address

## Applicant

Same  
 Name

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Phone E-Mail Address

**A complete application** along with the appropriate fees shall be submitted by the deadline stated on the meeting schedule. In order for an application to be considered **complete**, the application shall include the required number of site plans/maps, and all of the necessary supporting information as indicated on the Project Review Checklist. If applying for a conditional use or development agreement, a document showing vested interest in the property is required. *The Town of Lisbon reserves the right not to accept an application that is deemed incomplete.*



W234 N8676 WOODSIDE RD.  
LISBON, WI 53089-1545  
TEL: (262) 246-6100

# Project Review Checklist

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**Prior to the Plan Commission submittal deadline the property owner or applicant presents a site plan prepared with the information below to the Deputy Clerk at the Town Hall. The submittal material is reviewed and if appropriate, discussed at the next regularly scheduled Plan Commission meeting.**

*The information below is a required minimum and the other materials may be requested of the applicant during the review process.*

---

- 1) A statement describing the general character of the intended development and including the property address, tax key number and correct legal description. General items to include in the statement are: hours of operation, number of employees, traffic patterns, parking requirements, trash removal, etc.
- 2) An accurate map (site plan) of the project area. The site plan should be professionally prepared by a licensed architect, surveyor and/or engineer, with accurate dimensions indicating the property size, its relationship to surrounding properties, existing topography, key natural features and show the location of all existing and proposed:
 

|   |   |
|---|---|
| <ol style="list-style-type: none"> <li>A. Structures, showing all entrances</li> <li>B. Driveways &amp; street access</li> <li>C. Parking areas</li> <li>D. Walkways</li> <li>E. Existing landscaping</li> <li>F. Abutting public and private streets</li> <li>G. Public easements</li> <li>H. Surrounding land uses and zoning</li> <li>I. Retaining walls</li> <li>J. Decorative accessories</li> </ol> | <ol style="list-style-type: none"> <li>K. Dumpster location and screening</li> <li>L. Location, color, message, dimensions and materials of all signs</li> <li>M. Location, size and character of dedicated or private open space</li> <li>N. Location of sanitary sewer, storm sewer, water mains and services and stormwater detention facilities</li> <li>O. Floor plan of building or addition</li> </ol> |
|---|---|
- 3) Stormwater management plan.
- 4) Grading plan showing existing and finished grades to Town datum.
- 5) Professionally prepared landscape plan.
- 6) Lighting plan; photometric plan, type of fixtures, wattage and location and height of lighting structures.
- 7) Topographic data or pertinent grade elevations, if necessary, for proper remodeling of existing buildings showing finished exterior treatment.
- 8) Colored elevations of proposed buildings, structures and fencing, or of proposed remodeling of existing buildings, showing finished exterior treatment and a listing of building materials.
- 9) Names, address, telephone number, fax number and email address of the owner(s) and/or agent to be contacted with regard to the application.
- 10) Proof of ownership or agent status.



**PROFESSIONAL SERVICE REIMBURSEMENT FEES:**

Pursuant to the Town of Lisbon Municipal Code Section 1.14, the Town of Lisbon Town Board has made a determination that whenever the services of the Town Planner, Town Engineer, Town Attorney, or any other of the Town's professional staff results in a charge to the Town for that professional's time and services, and such service is not a service supplied to the Town as a whole, the Town Treasurer shall charge one hundred and five percent of the cost of that service for the fees incurred by the Town to the property owner incurring those fees even if the request is not approved. The additional five percent cost above the cost of the service is levied to cover Town administrative charges. Also, pursuant to the Town of Lisbon Municipal Code Section 1.14, certain other fees, costs, and charges are the responsibility of the property owner even if the request is not approved. Imposition of any fees, costs, or charges, however, is subject to the property owner's appeal rights as described in the Town of Lisbon Municipal Code Section 1.14

The undersigned, have been advised that, pursuant to the Town of Lisbon Municipal Code Section 1.14, if the Town Planner, Town Engineer, Town Attorney, or any other Town professional provides services to the Town because of my/our activities, whether at my/our request or at the request of the Town, I/we shall be responsible for the fees incurred by the Town. In addition, I/we have been advised that pursuant to the Town of Lisbon Municipal Code Section 1.14, certain other fees, costs, and charges are my/our responsibility even if my/our request is not approved. By signing this document, I am not waiving my/our appeal rights that are described in the Town of Lisbon Municipal Code Section 1.14.

Statements will be sent monthly so you are kept up to date regarding your current charges.

**RESPONSIBLE PARTY, NAME, MAILING ADDRESS, SIGNATURE & DATE:**

NAME Same  
ADDRESS \_\_\_\_\_  
DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

**PROPERTY OWNER NAME, MAILING ADDRESS, SIGNATURE & DATE:**

NAME Brad & Brooke Wilman  
ADDRESS 193 W25447 Tomahawk Drive  
DATE 5/9/2019 SIGNATURE Brad Wilman  
PHONE 262-875-1343 EMAIL wilman.engineering@wi.rr.com

**PROJECT NAME** Certification of Lot boundaries



**SITE INSPECTION NOTIFICATION:**

The Town of Lisbon Town Plan Commission and Town Board request permission of the property owner or responsible party to enter the subject property, between the hours of 9am to 5pm or upon prior 24 hour notice, for a site inspection prior to any scheduled Plan Commission or Board meeting. The site inspection will allow the Town Plan Commission and Town Board to make more informed decisions with respect to the requested application.

I, the undersigned, have been advised that my signature grants permission to members of the Town Plan Commission and Town Board to conduct site inspections of the subject property. Failure to authorize said site inspection will not be held against the property owner or responsible party in the decision of the requested application; however, the site inspection does allow the Town Plan Commission and Town Board to make more informed decisions.

**RESPONSIBLE PARTY, NAME, MAILING ADDRESS, SIGNATURE & DATE:**

NAME Same  
ADDRESS \_\_\_\_\_  
DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

**PROPERTY OWNER NAME, MAILING ADDRESS, SIGNATURE & DATE:**

NAME Brad & Brooke Wilman  
ADDRESS N93 W25447 Tomahawk Drive  
DATE 5/29/2019 SIGNATURE Brad Wilman  
PHONE 262-875-1343 EMAIL wilman.engineering@wi.rr.com

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Town Official Accepting Form

\_\_\_\_\_  
Date

5/29/2019

**Paul Farrow**  
County Executive

**Dale R. Shaver**  
Director



## Waukesha County

### *Department of Parks and Land Use*



**TO:** **Town of Lisbon Clerk**

**NOTICE OF:** Conditional Approval of Certified Survey Map

**DATE OF REVIEW:** June 20, 2019

**RE:** Certified Survey Map for: **Brad Wilman and Brooke Wilman**  
**David and Susan Mikulecky**  
**File No. SCS-1329**

**LOCATION:** Part of lots 17 and 18, "Blue Heron Reserve", being a subdivision of part of the NE ¼, SE ¼, SW ¼, and NW ¼ of the NE ¼ of Section 4, T8N, R19E, Town of Lisbon. More specifically, the properties are located at N93 W25447 Tomahawk Drive and N253 W9367 Bittersweet Drive.

**TAX KEY NO.:** LSBT 0157.138.001 and LSBT 0157.137.002

**SUBMITTED BY:** Brad Wilman  
N93 W25447 Tomahawk Drive  
Lisbon, WI 53089

**SURVEYOR:** Jim Schneider  
North Shore Engineering  
11433 N. Port Washington Road  
Mequon, WI 53092

**DATE RECEIVED:** May 23, 2019

**DATE OF CSM:** May 21, 2018

**APPLICABILITY:** The above subject Certified Survey Map has been reviewed by the staff of the Waukesha County Department of Parks and Land Use pursuant to the provisions of the Waukesha County Shoreland and Floodland Subdivision Control Ordinance as authorized by S.236.34 and S.236.45, Wisconsin Statutes.

#### Planning and Zoning

515 W. Moreland Blvd., Room AC 230 Waukesha, Wisconsin 53188-3878  
Phone: (262) 548-7790 Fax: (262) 896-8071 [www.waukeshacounty.gov/planningandzoning](http://www.waukeshacounty.gov/planningandzoning)

**REMARKS:** Conditional Approval of this Certified Survey Map is based on the following conditions being satisfied prior to the Director affixing his signature to the Final Certified Survey Map:

1. The Location Map on Sheet 1 shall be revised to show more detail. At a minimum, it should include Tomahawk Drive, Bittersweet Drive and the Bark River.
2. The surveyor's seal, signature, and date must appear on all sheets of the Final Certified Survey Map. The same revision date must be noted on all sheets of the Final Certified Survey Map.
3. The reference to Waukesha County in the surveyor's certificate should read, "Waukesha County Shoreland and Floodland Protection Ordinance".
4. It is recommended to the Town of Lisbon that they require a vision corner easement on Lot 2, at the intersection of Tomahawk and Bittersweet. The following note shall be added to the CSM: "Within the area of the vision corner easement, the height of all plantings, berms, fencing, signs or any other structure shall be limited to 24 inches above the intersection elevation."
5. All easements, such as proposed or existing drainage ways, access, sanitary sewer and utilities shall be shown on the CSM. Any related recorded documents #'s shall also be noted on the CSM.
6. We do not require Zoning Districts to be shown on the Certified Survey Map. As zoning is subject to change, it is recommended that the Zoning Districts not be shown on the Certified Survey Map. If the Zoning Districts are required per Town Ordinance, a note shall be added that states, "The required setback and offsets listed on this Certified Survey Map may be subject to modification based on the provisions of the Waukesha County Shoreland and Floodland Protection Ordinance and Town of Lisbon Zoning Code".
7. The EC (Environmental Corridor) Overlay shall be added to Note 1 on Sheet 1 if the Zoning Districts are to remain and the rear yard and side yard offsets noted as 35'.
8. There are Primary Environmental Corridor (PEC) areas on Lot 2 as shown on the Waukesha County GIS Mapping Site. The Certified Survey Map must identify the PEC area and must be labeled as, "Approximate Primary Environmental Corridor Limits, as designated by SEWRPC and shown on the Waukesha County GIS Mapping Site."
9. The following note shall be placed on the Certified Survey Map: "The PEC boundary shown on this Certified Survey is an approximate boundary taken from the Waukesha County GIS Mapping Site. If a future building/structure is proposed to be constructed in close proximity to the PEC, it may be necessary for the PEC to be field delineated.
10. "Primary Environmental Corridor Preservation Restrictions," as shown on the enclosed, shall be added to the Certified Survey Map.
11. This Certified Survey Map is located in an area with mapped soils known to have seasonal high groundwater. Therefore, the following restriction must be placed on the Certified Survey Map:

#### BASEMENT RESTRICTION – GROUNDWATER

This Certified Survey Map is located in an area with mapped soils known to have seasonal high groundwater. The Waukesha County Shoreland and Floodland Protection Ordinance currently requires that the lowest level of any residence or addition must be at an elevation that is at least one (1) foot higher than the highest seasonal groundwater level, unless a variance from that requirement is obtained from the Waukesha County Board of Adjustment. Therefore, additional soil testing in the vicinity of any proposed residence or addition will be required to ensure compliance with this requirement. If the requirement

regarding vertical separation distance from the highest seasonal groundwater level is modified by a future amendment to the Waukesha County Shoreland and Floodland Protection Ordinance, the requirement at the time of construction shall apply. All groundwater separation requirements set forth by the Town of Lisbon must also be complied with.

12. The owners must apply to the Environmental Health Division of the Waukesha County Department of Parks and Land Use for a Preliminary Site Evaluation (PSE) of the existing septic system on Lot 2. If a problem with the septic system on Lot 2 is discovered as a result of the PSE, that problem must be resolved or a Sanitary Permit issued for a new septic system, prior to the Director affixing his signature to the Final Certified Survey Map. *A PSE has already been obtained for Lot 1.*
13. Prior to the Director affixing his signature to the Final Certified Survey Map, the Waukesha County Department of Parks and Land Use - Planning and Zoning Division staff must be advised by the Town of Lisbon Planner that the Certified Survey Map complies with all conditions of approval set forth by the Town of Lisbon.
14. Please submit a revised Certified Survey Map for review and approval prior to contacting the County Planning & Zoning Division Office to schedule an appointment for the County signature on the Certified Survey Map.
- 15.

SIGNED: Jacob A. Heermans  
 Jacob Heermans, Land Use Specialist  
 (262) 548-7790.

Reviewed and approved by Amy Barrows, Senior Planner.

cc: Brad and Brooke Wilman, Owners  
 David and Susan Mikulecky, Owners  
 Jim Schneider, North Shore Engineering, Surveyor  
 Sandy Scherer, Town of Lisbon Community Assistance Planner (*via e-mail only*)  
 Town of Lisbon Clerk  
 Town of Lisbon Administrator  
 Village of Richfield Clerk  
 Skylar Behm, Environmental Health Division (*via email only*)  
 Alan Barrows, Land Resources Division (*via email only*)  
 File

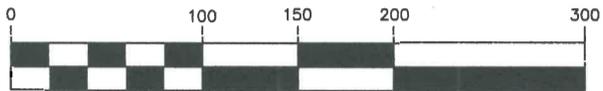
**SAMPLE:  
PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION RESTRICTIONS**

**Those areas identified as Primary Environmental Corridor on Page \_\_\_\_ of \_\_\_\_ on this Certified Survey Map shall be subject to the following restrictions:**

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, dying, or invasive vegetation may be removed, at the discretion of the landowner and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, shall also be permitted.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds are prohibited.
6. The construction of buildings is prohibited.

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDIVISION OF PART OF LOTS 17 AND 18, "BLUE HERON RESERVE", BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN.

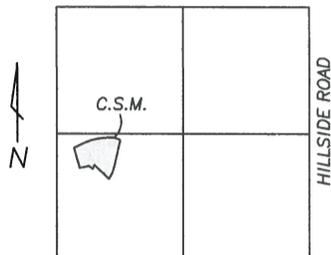


SCALE 1" = 100'



**NORTH SHORE ENGINEERING, INC.**  
 Consulting Engineers & Land Surveyors  
 11433 N. Port Washington Rd., Mequon, Wisconsin, 53092  
 (262) 241-8400 • FAX: (262) 241-5337  
 www.northshoreengineering.net

COUNTY LINE RD. - C.T.H. "Q"



**NOTES :**

1. THIS PROPERTY IS PRESENTLY ZONED R-2 (SINGLE FAMILY RESIDENTIAL DISTRICT)
2. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.

OWNERS:

BRAD & BROOKE WILMAN  
 N93W25447 TOMAHAWK DR.  
 LISBON, WI 53089

OWNERS:

DAVID & SUSAN MIKULECKY  
 N253W9367 BITTERSWEET DR.  
 LISBON, WI 53089

**LOCATION MAP**

NE. 1/4 SEC. 4-8-19  
 (SCALE 1"=2000')

**LEGEND**

- -DENOTES 1.315"X18" STEEL PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT (SET)
- -DENOTES 2.3" STEEL PIPE FOUND
- -DENOTES 1.3" STEEL PIPE FOUND

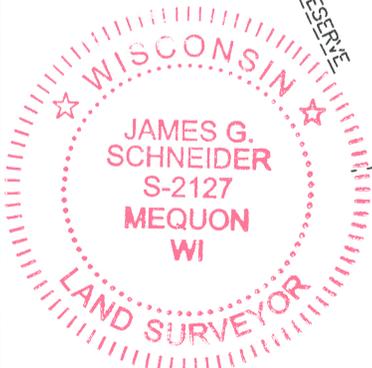
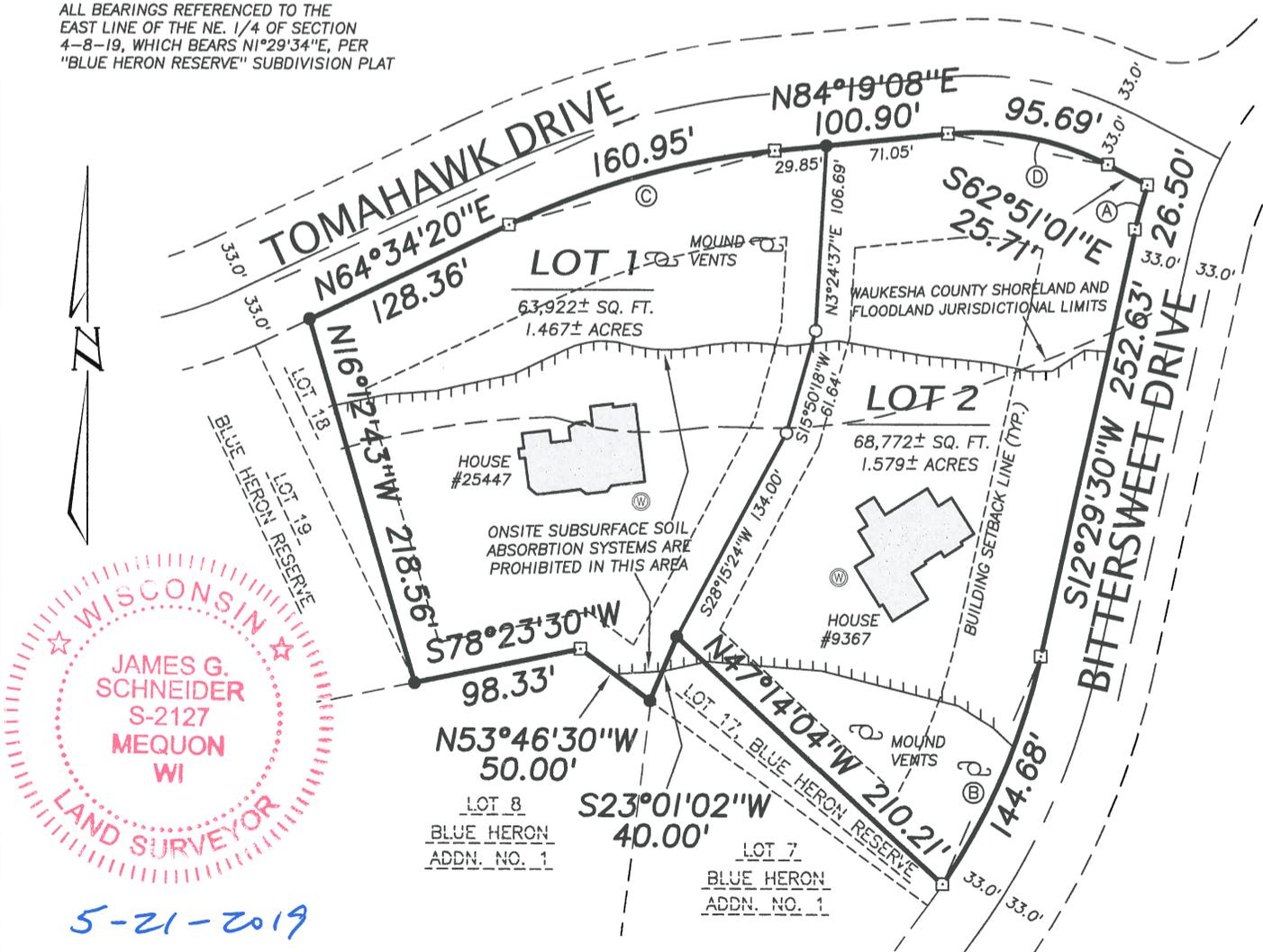
ALL BEARINGS REFERENCED TO THE EAST LINE OF THE NE. 1/4 OF SECTION 4-8-19, WHICH BEARS N1°29'34"E, PER "BLUE HERON RESERVE" SUBDIVISION PLAT

BUILDING SETBACK NOTE :

FRONT YARD = 50.0'  
 REAR YARD = 20.0'  
 SIDE YARD = 20.0'

CURVE TABLE

| NO. | ARC     | RADIUS  | CHORD   | BEARING       | DELTA     |
|-----|---------|---------|---------|---------------|-----------|
| A   | 26.50'  | 233.00' | 26.48'  | S15°44'58.5"W | 6°30'57"  |
| B   | 144.68' | 385.49' | 143.83' | S23°14'37"W   | 21°30'14" |
| C   | 160.95' | 467.00' | 160.15' | N74°26'44"E   | 19°44'48" |
| D   | 95.69'  | 167.00' | 94.39'  | S79°15'56.5"E | 32°49'51" |



5-21-2019

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDIVISION OF PART OF LOTS 17 AND 18, "BLUE HERON RESERVE", BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, redivided and mapped the following parcel of land:

A redivision of part of Lots 17 and 18, "Blue Heron Reserve", being a subdivision of part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 4, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner said Lot 17, said point being the intersection of the South right of way of Tomahawk Drive & the West right of way line of Bittersweet Drive; thence Southwesterly along said West right-of-way line, being the arc of a curve to the left (having a radius of 233.00 feet, whose chord bears S15°44'58.5"W, 26.48 feet) 26.50 feet to a point of tangency; thence S12°29'30"W along said West right of way line, 252.63 feet to a point of curvature; thence Southwesterly along said West right-of-way line, being the arc of a curve to the right (having a radius of 385.49 feet, whose chord bears S23°14'37"W, 143.83 feet) 144.68 feet; thence N47°14'04"W, 210.21 feet; thence S23°01'02"W, 40.00 feet to a point in the south line said Lot 17; thence N53°46'30"W along the South line of said Lot 17, 50.00 feet to the Southeast corner of the aforementioned Lot 18; thence S78°23'30"W along the South line of said Lot 18, 98.33 feet to the Southwest corner of said Lot 18; thence N16°12'43"W, 218.56 feet to a point in the South right of way line of Tomahawk Drive; thence N64°34'20"E along said South right of way line, 128.36 feet to a point of curvature; thence Northeasterly along said South right of way line, being the arc of a curve to the right (having a radius of 467.00 feet, whose chord bears N74°26'44"E, 160.15 feet) 160.95 feet to a point of tangency; thence N84°19'08"E along said South right of way line, 100.90 feet to a point of curvature; thence Southeasterly along said South right of way line, being the arc of a curve to the right (having a radius of 167.00 feet, whose chord bears S79°15'56.5"E, 94.39 feet) 95.69 feet to a point of tangency; thence S62°51'01"E along said South right of way line, 25.71 feet to of commencement.

Said lands containing 3.046 acres of land, more or less.

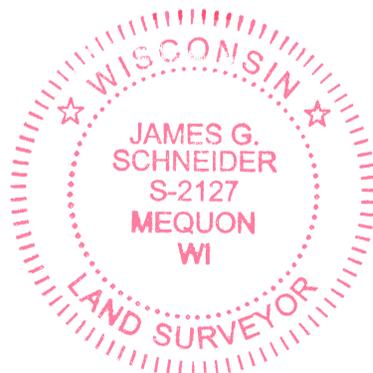
That I have made such survey, land division, and plat at the direction of Brad & Brooke Wilman and David & Susan Mikulecky, OWNERS of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have complied with, Chapter 236.34 of the Wisconsin State Statutes, Waukesha County Department of Parks and Land Use-Planning and the Land Division & Development Ordinance of the Town of Lisbon.

\_\_\_\_\_  
James G. Schneider S-2127

5-21-2019



This instrument was drafted by James G. Schneider

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDIVISION OF PART OF LOTS 17 AND 18, "BLUE HERON RESERVE", BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE (No. 1)

We, Brad & Brooke Wilman, OWNERS, do hereby certify: THAT We have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped, We also certify that the plat is required by s236.10 or s236.12 to be submitted to the following for approval or objection: Town of Lisbon, Village of Richfield and Waukesha County Department of Parks and Land Use-Planning.

WITNESS the hand and seal of said OWNER on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Brad Wilman

\_\_\_\_\_  
Witness

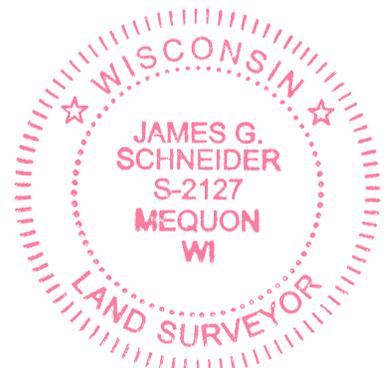
\_\_\_\_\_  
Brooke Wilman

STATE OF WISCONSIN)  
WAUKESHA COUNTY )<sup>ss</sup>

PERSONALLY came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the above named Brad & Brooke Wilman to me known to be the persons who executed the foregoing certificate and acknowledged the same.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_



This instrument was drafted by James G. Schneider

5-21-2019

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDIVISION OF PART OF LOTS 17 AND 18, "BLUE HERON RESERVE", BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE (No. 2)

We, David & Susan Mikulecky, OWNERS, do hereby certify: THAT We have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped, We also certify that the plat is required by s236.10 or s236.12 to be submitted to the following for approval or objection: Town of Lisbon, Village of Richfield and Waukesha County Department of Parks and Land Use-Planning.

WITNESS the hand and seal of said OWNER on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
David Mikulecky

\_\_\_\_\_  
Witness

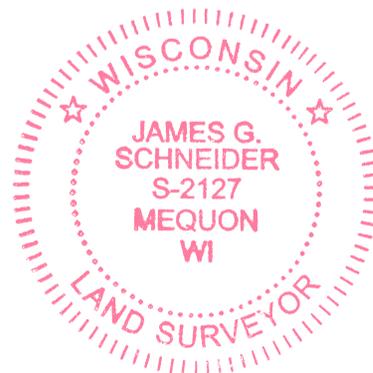
\_\_\_\_\_  
Susan Mikulecky

STATE OF WISCONSIN)  
WAUKESHA COUNTY )<sup>ss</sup>

PERSONALLY came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the above named David & Susan Mikulecky to me known to be the persons who executed the foregoing certificate and acknowledged the same.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_



This instrument was drafted by James G. Schneider

5-21-2019

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDIVISION OF PART OF LOTS 17 AND 18, "BLUE HERON RESERVE", BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN.

CONSENT OF MORTGAGEE (No. 1)

ASSOCIATED BANK, existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map and does hereby consent to the above certificate of Brad & Brooke Wilman, OWNERS.

In witness whereof, the said ASSOCIATED BANK has caused these presents to be signed by \_\_\_\_\_, it's \_\_\_\_\_ at Milwaukee, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN THE PRESENCE OF: ASSOCIATED BANK  
By: \_\_\_\_\_

STATE OF WISCONSIN)  
OZAUKEE COUNTY )<sup>ss</sup>  
PERSONALLY came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
the above named by \_\_\_\_\_, to me known to be the person who  
executed the foregoing certificate and acknowledged the same.

\_\_\_\_\_  
Notary Public My Commission expires \_\_\_\_\_

CONSENT OF MORTGAGEE (No. 2)

CHASE BANK, existing under and by virtue of the laws of the State of Ohio, mortgagee of the above described land does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map and does hereby consent to the above certificate of David & Susan Mikulecky, OWNERS.

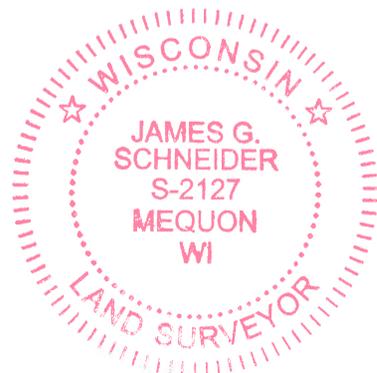
In witness whereof, the said CHASE BANK has caused these presents to be signed by \_\_\_\_\_, it's \_\_\_\_\_ at Columbus, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN THE PRESENCE OF: CHASE BANK  
By: \_\_\_\_\_

STATE OF OHIO)  
FRANKLIN COUNTY )<sup>ss</sup>  
PERSONALLY came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
the above named by \_\_\_\_\_, to me known to be the person who  
executed the foregoing certificate and acknowledged the same.

\_\_\_\_\_  
Notary Public My Commission expires \_\_\_\_\_

This instrument was drafted by James G. Schneider



5-21-2019

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDIVISION OF PART OF LOTS 17 AND 18, "BLUE HERON RESERVE", BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN.

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL  
Resolved, that this Certified Survey Map, in the Town of Lisbon, by Brad & Brooke Wilman and David & Susan Mikulecky, owners, is hereby approved by the authority of the Waukesha County Department of Parks and Land Use as required by Chapter 236 of the Wisconsin State Statutes.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Dale Shaver, Director

TOWN OF LISBON PLANNING COMMISSION APPROVAL  
APPROVED by the Town of Lisbon Planning Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Joseph Osterman, Chairman

\_\_\_\_\_  
Jane Stadler, Secretary

TOWN OF LISBON TOWN BOARD APPROVAL  
APPROVED by the Town of Lisbon Town Board this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Joseph Osterman, Town Chairman

\_\_\_\_\_  
Dan Green, Town Clerk

**EXTRATERRITORIAL REVIEW AND APPROVALS**

VILLAGE OF RICHFIELD PLANNING COMMISSION APPROVAL  
APPROVED by the Village of Richfield Planning Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
John Jeffords, Village President

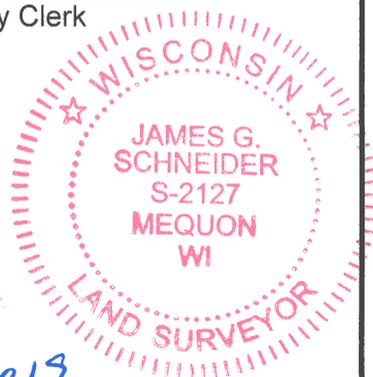
\_\_\_\_\_  
Donna Cox, Deputy Clerk

VILLAGE OF RICHFIELD BOARD APPROVAL  
APPROVED by the Village of Richfield Board on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
John Jeffords, Village President

\_\_\_\_\_  
Donna Cox, Deputy Clerk

This instrument was drafted by James G. Schneider



5-21-2019



# LANDCRAFTERS

7001 W. Center Street  
Wauwatosa, WI 53213

P: 414-897-8232  
F: 414-897-8539

6.11.2019

**Shanahan Residence**  
**Major Grading Permit Submittal Statement**

Kevin and Colleen Shanahan  
W252 N4885 Aberdeen Drive  
Zoning: R-1  
Acres: .9627  
Tax Key: LSBT0237.981.002  
Current Use: Single Family Residential



This is proposed to be a landscape renovation of an existing landscape that was done by others.

We plan on leveling the back corner of the lot to install an open lawn / play field for our clients who have nine children with their tenth child on the way. They desire an open lawn area where the children can play safely in the back-yard vs the sloping front yard near the road.

This will require a fair amount of cut and fill on site. We will also be installing a new 3 to 3.5-foot keystone block retaining wall near the existing pool fence. So, we will be sloping the soil away from the existing trees, creating a level lawn area with minimal pitch to the NW which is the way the existing drainage flows, and filling along the new wall to be located near the existing pool fence. We will be bringing in fill as needed for the final leveling and lawn bed preparation. Since we are disturbing in excess of 30 cubic yards this will require a major grading permit.

Drainage will be leaving the site in the same locations it is now on the north end with an added line on the south end. (see the grading and drainage plan). Most of the back-yard drainage flows to the old wood lot (see photos) We will also be replacing the existing ADS Draitile with PVC draitile as per the plan in the front yard and rear yard near the decking. The front draitile will exit near the drainage ditch and a mitered drain will be installed at the end.

Michael A. Manke, PLA, ASLA  
Registered Landscape Architect  
Wisconsin License Number – No. 26-014



# Plan Commission Application

## Application Type and Fee (check all that apply)

\*Application fees are non-refundable. Fees cover costs associated with public notification, postage, copies, and document recording, however applicants agree to pay all additional expenses that the Town may incur by virtue of contracted plan review services including but not limited to: legal, surveying and engineering costs and studies.

**Commercial**  
*\*All commercial projects including any change of occupancy, change of use, or construction/alteration must be submitted to the Lisbon Fire Department as well for review and inspections.*

**Residential** – Home-Based Bus. / In-Law Unit

- Accessory Building Waiver: \$100 (Size/Location/Architectural Review)
- After the Fact Application: Double Fees
- Certified Survey Map: \$200 + \$10 Per lot
  - Dedication Fee (Per lot): \$2,658 (Paid upon receipt of signed CSM)
- Conditional Use Permit: \$350
  - Amendment / Original
  - Major Grading Permit
- Deed Restriction: \$100
- Developer's Agreement: \$250
- Groundwater Separation Waiver: \$100
- Land Use Amendment: \$300
- Conceptual: \$100
- Plat Review:
  - Final - \$200
  - Preliminary - \$500
- Re-Submittal: \$200
- Rezone: \$350
- Sign Permit Application: \$30 + Sign Fees (See Adopted Fee Schedule)
- Site Plan/Plan of Operation:
  - Amendment: \$250
  - Original: \$500
  - Temporary: \$125
- Special Meeting: \$600
- Waivers/Modification from Land Division and Development Ordinance: \$200

## Property Information

W252 N4885 ABERDEEN DRIVE PEWaukee WI. 53072  
 Property Address City State Zip

LB20297.981.002 .9627 ACRES M-1  
 Tax Key/Parcel ID # Lot Size Current Zoning

## Property Owner

KEVIN + COLLEEN SHANAHAN  
 Name / Company Name

[Signature] 11 June 2019  
 Signature

W252 N4885 ABERDEEN DRIVE  
 Address

PEWaukee WI. 53072  
 City State Zip

917.340.0095 KEVIN.P.SHANAHAN@gmail.com  
 Phone E-mail Address

## Applicant

MICHAEL A. MANICK, PLA, ASLA  
 Name

LANDCRAPPE'S LANDSCAPING  
 Company

2145 SOUTH 162nd STREET  
 Address

NEW BERLIN WI. 53151  
 City State Zip

414-303-2373 MIKE@LANDCRAPPE'SLANDSCAPING.COM  
 Phone E-Mail Address

**A complete application** along with the appropriate fees shall be submitted by the deadline stated on the meeting schedule. In order for an application to be considered **complete**, the application shall include the required number of site plans/maps, and all of the necessary supporting information as indicated on the Project Review Checklist. If applying for a conditional use or development agreement, a document showing vested interest in the property is required. *The Town of Lisbon reserves the right not to accept an application that is deemed incomplete.*



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

### PETITION FOR A CONDITIONAL USE PERMIT

#### Property Owner

KEVIN & COLLEEN SHANSHAN

Name / Company Name

Kevin Shanshan 11 June 2017

Signature

W252 N4805 ABBOTSDALE DRIVE

Address

PEWAUKEE WI 53072

City

State

Zip

917-740-0095 KEVIN.J.SHANSHAN@

Phone

E-mail Address

gmail.com

#### Applicant

MICHAEL A. MANOY, PLA, ASLA

Name

LANDSCAPE'S LANDSCAPING

Company

2145 SOUTH 162<sup>ND</sup> STREET

Address

NEW BERN WI 53151

City

State

Zip

414-903-2373 MIKE@LANDSCAPE'SLANDSCAPING.COM

Phone

E-Mail Address

#### Property Information

W252 N4805 ABBOTSDALE DRIVE PEWAUKEE WI 53072

Property Address

City

Zip

W310237.981.002

Tax Key/Parcel ID #

.9627 ACRES

Lot Size

R-1

Current Zoning

#### Conditional Use Information

In the space below, please describe the purpose of the Conditional Use being applied for. Please attach or email a separate sheet if necessary.

|   |
|---|
| <u>MAJOR GRADING PERMIT FOR THE BACKYARD - RE-GRADING</u> |
|   |
|   |
|   |
|   |
|   |

|                      |               |                  |
|----------------------|---------------|------------------|
| INTERNAL USE ONLY    |               |                  |
| Amount Due: \$ _____ | Check # _____ | Date Paid: _____ |



W234N8676 WOODSIDE RD. • LISBON, WI 53089-1545 • TEL: (262) 246-6100 • FAX: (262) 820-2023  
E-mail: [townhall@townoflisbonwi.com](mailto:townhall@townoflisbonwi.com) • Website: [www.townoflisbonwi.com](http://www.townoflisbonwi.com)

### SITE PLAN AND PLAN OF OPERATION

Please fill out the entire application all questions need a response. If something does not apply please put N/A. Incomplete applications will not be processed or put on the agenda. The completion of this application form must be accompanied by one copy of an up to date and detailed Site Plan drawn to scale and including, but shall not be limited to, all existing buildings, signage, lighting, landscaping, parking, loading, storage, dumpsters, septic and well, etc; an interior layout (plans) of all buildings and the existing and proposed uses of the interior spaces (i.e., office, retail, restaurant, etc); and any other supporting materials. The above shall be submitted to the Town Hall, and upon review of the information, additional items may be required. The plans shall be drawn to scale and shall be no larger than 11" x 17", and shall also be emailed as a PDF. Future revisions to the approved Site Plan/Plan of Operation will require new approvals.

- N/A  New business in existing building or on existing site       New Owner       Temporary Use
- N/A  Change in Operations (summarize below what is changing; days/hours, etc)

- N/A  Change in Use (summarize below prior and new use below)

R-1 RESIDENTIAL

#### BUSINESS / PROPERTY OWNER & PROPERTY INFORMATION

Tax Key Number LSBTD237.981.002      Acres .9827      Zoning R-1

Business Name & Contact Person: RESTAURANT OWNERS KEVIN & COLLEEN SHANATHAN

Full Address (include City & Zip): W 252 - N 4805 AMBERLEEN DRIVE, PENNAWEE, WI 53072

Phone Number & Email: 917-940-0095

Signature & Date: Kevin Shanathan 11 June 2019

\*\*\*\*\*

Property Owner Name: KEVIN & COLLEEN SHANATHAN

Full Address (include City & Zip): W 252 - N 4805 AMBERLEEN DRIVE, PENNAWEE, WI 53072

Phone Number & Email: 917-940-0095

Signature & Date: Kevin Shanathan 11 June 2019



**SITE INSPECTION NOTIFICATION:**

The Town of Lisbon Town Plan Commission and Town Board request permission of the property owner or responsible party to enter the subject property, between the hours of 9am to 5pm or upon prior 24 hour notice, for a site inspection prior to any scheduled Plan Commission or Board meeting. The site inspection will allow the Town Plan Commission and Town Board to make more informed decisions with respect to the requested application.

I, the undersigned, have been advised that my signature grants permission to members of the Town Plan Commission and Town Board to conduct site inspections of the subject property. Failure to authorize said site inspection will not be held against the property owner or responsible party in the decision of the requested application; however, the site inspection does allow the Town Plan Commission and Town Board to make more informed decisions.

**RESPONSIBLE PARTY, NAME, MAILING ADDRESS, SIGNATURE & DATE:**

NAME MIKE MARKE  
ADDRESS 2145 S. 162nd STREET NEW BERLIN, WA. 98151  
DATE 6.10.19 SIGNATURE [Signature]  
PHONE 414-303-2373 EMAIL mike@landcrafterslandscaping.com

**PROPERTY OWNER NAME, MAILING ADDRESS, SIGNATURE & DATE:**

NAME KEVIN & COLLEEN SHANAHAN  
ADDRESS W252 N4885 AMBERWOOD DRIVE BAINBRIDGE, WA. 98072  
DATE \_\_\_\_\_ SIGNATURE Kevin & Colleen 11 June 2019  
PHONE 917-946-0095 EMAIL kevin.p.shanahan@gmail.com

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Town Official Accepting Form

\_\_\_\_\_  
Date



### PROFESSIONAL SERVICE REIMBURSEMENT FEES:

Pursuant to the Town of Lisbon Municipal Code Section 1.14, the Town of Lisbon Town Board has made a determination that whenever the services of the Town Planner, Town Engineer, Town Attorney, or any other of the Town's professional staff results in a charge to the Town for that professional's time and services, and such service is not a service supplied to the Town as a whole, the Town Treasurer shall charge one hundred and five percent of the cost of that service for the fees incurred by the Town to the property owner incurring those fees even if the request is not approved. The additional five percent cost above the cost of the service is levied to cover Town administrative charges. Also, pursuant to the Town of Lisbon Municipal Code Section 1.14, certain other fees, costs, and charges are the responsibility of the property owner even if the request is not approved. Imposition of any fees, costs, or charges, however, is subject to the property owner's appeal rights as described in the Town of Lisbon Municipal Code Section 1.14

The undersigned, have been advised that, pursuant to the Town of Lisbon Municipal Code Section 1.14, if the Town Planner, Town Engineer, Town Attorney, or any other Town professional provides services to the Town because of my/our activities, whether at my/our request or at the request of the Town, I/we shall be responsible for the fees incurred by the Town. In addition, I/we have been advised that pursuant to the Town of Lisbon Municipal Code Section 1.14, certain other fees, costs, and charges are my/our responsibility even if my/our request is not approved. By signing this document, I am not waiving my/our appeal rights that are described in the Town of Lisbon Municipal Code Section 1.14.

Statements will be sent monthly so you are kept up to date regarding your current charges.

### RESPONSIBLE PARTY, NAME, MAILING ADDRESS, SIGNATURE & DATE:

NAME MICHAEL A. WANKS  
 ADDRESS 2145 SOUTH 1102<sup>nd</sup> STREET, NEW BURLIN, UT. 83151  
 DATE 6/11/19 SIGNATURE [Signature]  
 PHONE 414-973-2373 EMAIL MIKE@LANDCENTERSLANDSCAPING.COM

### PROPERTY OWNER NAME, MAILING ADDRESS, SIGNATURE & DATE:

NAME KEVIN & LUCY SHANAHAN  
 ADDRESS W 252 N 4005 ARLINGTON DR WTC  
 DATE 6/11/19 SIGNATURE [Signature]  
 PHONE 917-340-0095 EMAIL KEVIN.jp.shanahan@gmail.com

PROJECT NAME SHANAHAN RESIDENCE

N/A 1. Is this business replacing another business?  Yes  No  
a. If yes, what is the prior business' name: \_\_\_\_\_

N/A 2. Is this an expansion of an existing Town approved/based operation?  Yes  No  
a. If yes, please explain: \_\_\_\_\_

**HOURS OF OPERATION & OPERATING SPECIFICS**

N/A 3. Describe in detail below the specific type of business operation (Retail, Restaurant, Manufacturing, Office, etc.), including temporary, accessory, and outdoor uses (storage, etc). Provide a separate list of all items sold or produced on the property. If items are produced, please provide a separate explanation of the production process.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N/A 4. Days & Times of Operation:  
a. Days & Times: \_\_\_\_\_

N/A 5. Employees (if self-employed please count yourself)  
a. Full-Time \_\_\_\_\_  
b. Part-Time \_\_\_\_\_

**FOOD / BEVERAGE / LIQUOR**

N/A 6. Is there any food & beverage / liquor service?  Yes  No  
a. If yes, please explain: \_\_\_\_\_

N/A

**7. Table Seating Capacity**

- a. Outside: \_\_\_\_\_
- b. Inside: \_\_\_\_\_
- c. Bar: \_\_\_\_\_

N/A

**8. Food / Soda Vending Machines  Yes  No**

- a. If yes, quantity of each: \_\_\_\_\_

**OUTDOOR USES**

N/A

**9. Is there any outdoor storage?  Yes  No**

- a. If yes, please explain: \_\_\_\_\_

N/A

**10. Will there be any outdoor events?  Yes  No**

- a. If yes, please describe the types of events, parking accommodations, sanitary facilities and delineate the locations of the events on the Site Plan submitted. Attach a separate sheet if necessary.

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N/A

**11. Will there be any customer dockage?  Yes  No**

- a. If yes, please indicate on the Site Plan length and number of piers.

N/A

**12. Parking Lot**

- a. Dimensions \_\_\_\_\_
- b. Total number of spaces \_\_\_\_\_
- c. Number of spaces allotted for employees \_\_\_\_\_

**MUSIC / ENTERTAINMENT**

N/A

13. Are any problems such as odor, smoke or noise resulting from this operation?  Yes  No

a. If yes, describe what types (live, amplified, recorded, jukebox, etc), indoors and/or outdoors, and the days and hours music will be provided? Attach a separate sheet if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N/A

14. Game Machines  Yes  No

a. Quantity: \_\_\_\_\_

b. Location: \_\_\_\_\_

**BUILDINGS**

15. Building A

a. Dimensions & Levels: SINGLE FAMILY HOME

b. Use: (SEE SURVEY ATTACHED!)

N/A

16. Building B

a. Dimensions & Levels: \_\_\_\_\_

b. Use: \_\_\_\_\_

N/A

17. Building C

a. Dimensions & Levels: \_\_\_\_\_

b. Use: \_\_\_\_\_

**LIGHTING (Submit Cut-Sheets)**

18. Outdoor Lighting

a. Type(s): LED/LOW VOLTAGE LANDSCAPE LIGHTING

b. Locations(s): \_\_\_\_\_

**SIGNAGE (Also submit the Town's Signage Application & appropriate fees)**

*NA* 19. Describe below the type of signage that exists and what signage is proposed on the site (attached, free standing, ground, mobile, projecting, window, electronic message, banners, flags, sandwich boards, etc.) and if the signs are illuminated, single/double faced, along with the number, size, and height of all signs.

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**CHEMICALS/HAZARDOUS MATERIALS**

*NA* 20. Are there any Chemicals, Hazardous Waste of Solvents stored on the site?  Yes  No

a. If yes, please list those items and how they are disposed of or attach a separate sheet if necessary.

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bry

*NA* 21. Does this Operation involve the Storage/Sale of gasoline or any other Petroleum Products?  Yes  No

a. If yes, please list those items and how they are disposed of or attach a separate sheet if necessary.

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**STORM WATER RETENTION, FLOW OF SURFACE WATER, AND AMOUNT OF IMPERVIOUS SURFACES**

22. Are there surface water drainage facilities?  Yes  No

a. If yes, please explain: \_\_\_\_\_

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*SEE PLAN FOR SWIMWAYS & DRAINAGE FLOW*

**REFUSE DISPOSAL**

N/A

23. Are there dumpsters/waste containers on the site?  Yes  No

a. If yes, show on the Site Plan submitted the location of dumpsters and any screening.

**PERMIT APPROVAL / ISSUANCE DATES**

N/A

24. Is Highway Access Permit Needed?  Yes  No

a. Date Issued: \_\_\_\_\_

N/A

25. DNR Well Approval (For New Constructions Only)

a. Date Approved: \_\_\_\_\_

N/A

26. Septic System Approval (For New Constructions Only)

a. Date Approved: \_\_\_\_\_

N/A

27. Fire Department Inspection  Yes  No

a. Date Inspected: \_\_\_\_\_

N/A

28. Did the Wisconsin Department of Safety & Professional Services approve building plans?  Yes  No

a. Date Approved: \_\_\_\_\_

29. Is security fencing necessary?  Yes  No

EXISTING #10 GALVANIZED POST RAIL FENCE

**HORSE BOARDING**

N/A

30. Does this Operation involve the Boarding of Horses?  Yes  No

a. Maximum number of horses boarded: \_\_\_\_\_

b. Maximum number of horses owned: \_\_\_\_\_

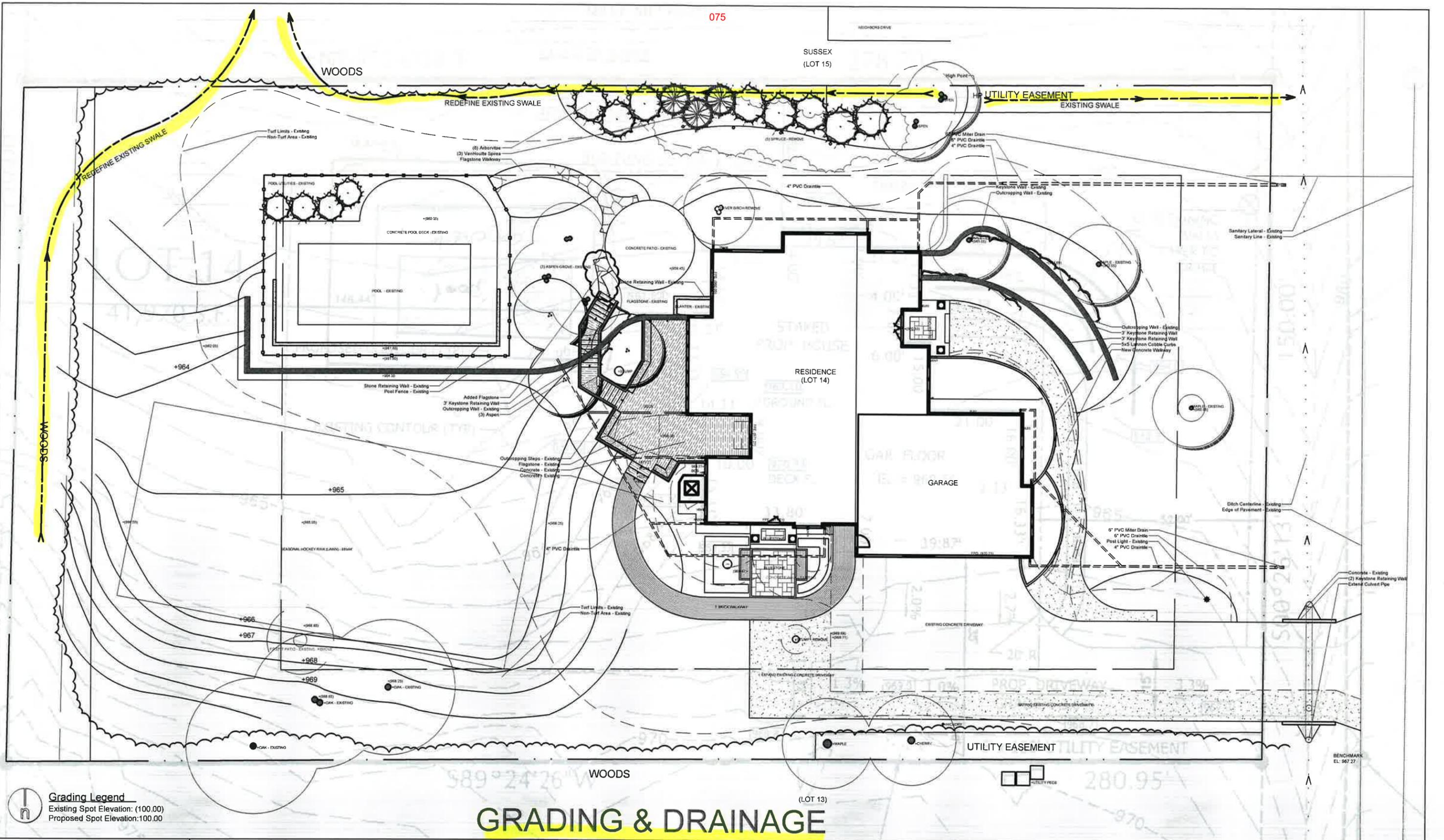
N/A

31. Has a Conservation Plan been prepared by the Land Conservation Committee?  Yes  No

a. Date Prepared: \_\_\_\_\_

.....  
Town Approval Date(s): \_\_\_\_\_

County Approval Date(s): \_\_\_\_\_



**Grading Legend**  
 Existing Spot Elevation: (100.00)  
 Proposed Spot Elevation: 100.00

# GRADING & DRAINAGE



LANDSCAPE DEVELOPMENT FOR  
**THE SHANAHAN RESIDENCE**  
 W252 N4885 Aberdeen Dr., Pewaukee, WI 53072

DATE: 06.11.19  
 DESIGNER: MAM  
 SCALE: 1" = 20'-0"

Reproduction of these plans in whole or part or the reproduction of derivative works thereof without the express written permission of LandCrafters, Inc is strictly prohibited.

Use of these plans is limited to the construction of this project only. Use of these plans for any purpose other than use on this project is prohibited.

Express written consent is required for private use.





078

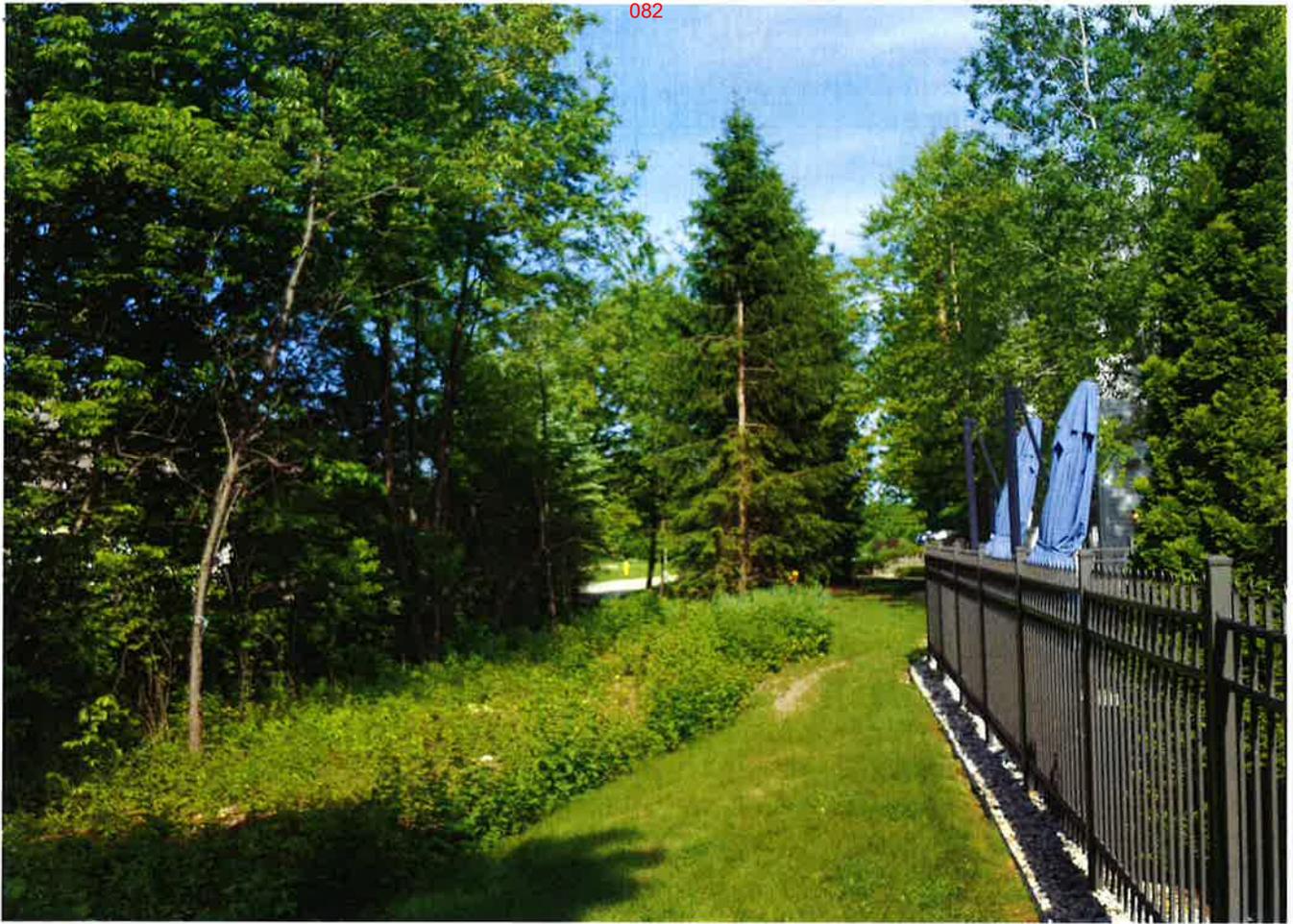




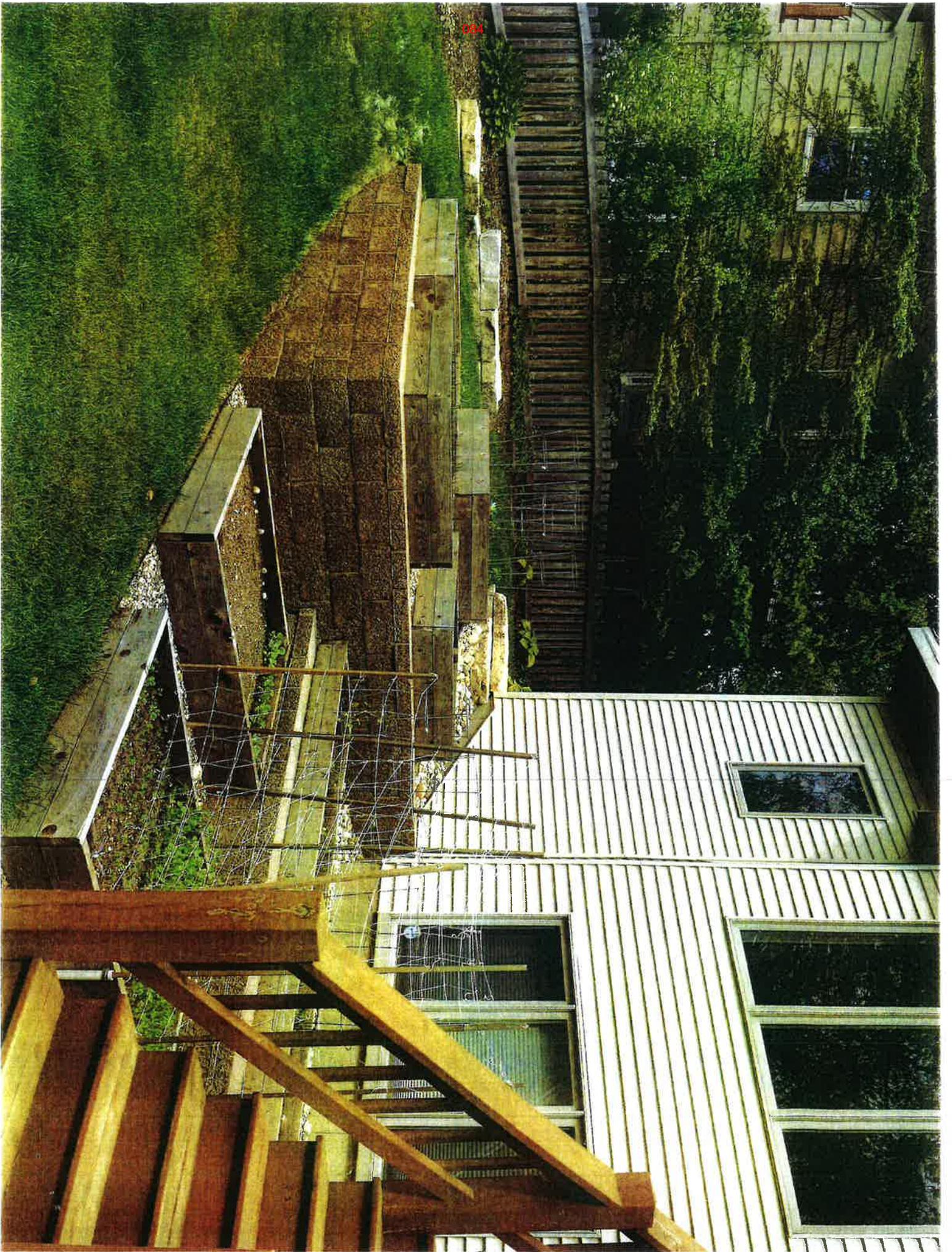


081











## Mitered Drain





088





090





107 PARALLEL STREET  
BEAVER DAM, WI 53916

1115 S MAIN STREET  
WEST BEND, WI 53095

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

June 25, 2019

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

**Re: Conditional Use Major Grading Permit | W252 N4885 Aberdeen Drive**

Dear Ms. Gresch,

On behalf of the Town of Lisbon, Kunkel Engineering Group has undertaken a review of the Plan Commission Application for a Residential Conditional Use Major Grading Permit at the above referenced location.

Based on the review of the initial and supplemental documentation regarding the proposed site grading, the permit is conditionally approved based on the following contingencies:

- Prior to construction install a tracking pad in accordance with WDNR Technical Control Practice 1057. Utilize the following link for additional information:
  - <https://dnr.wi.gov/topic/stormWater/documents/TrackoutControlPractices1057.pdf>
- Prior to construction install silt fence in accordance with WDNR Technical Control Practice 1056. Utilize the following links for additional information:
  - [https://dnr.wi.gov/topic/stormWater/documents/Silt\\_Fence\\_1056\\_v2.pdf](https://dnr.wi.gov/topic/stormWater/documents/Silt_Fence_1056_v2.pdf)
  - [https://dnr.wi.gov/topic/stormWater/documents/SiltFence\\_illustration.pdf](https://dnr.wi.gov/topic/stormWater/documents/SiltFence_illustration.pdf)
- Prior to construction install sediment bale barriers, or equal, at the northern edge of the property where the drainage swales direct runoff away from the property to ensure sediment is not carried further north or east. Utilize the following link for additional information:
  - [https://dnr.wi.gov/topic/stormWater/documents/SedimentBaleBarrierNon-Channel\\_1055.pdf](https://dnr.wi.gov/topic/stormWater/documents/SedimentBaleBarrierNon-Channel_1055.pdf)
- Upon completion of swale grading install channel erosion mat and seeding in accordance with WDNR Technical Control Practices 1053 and 1059, respectively. Utilize the following links for additional information:
  - <https://dnr.wi.gov/topic/stormwater/documents/ChannelErosionMat1053.pdf>
  - [https://dnr.wi.gov/topic/stormWater/documents/SeedingForConstructionSiteErosionControl\\_1059.pdf](https://dnr.wi.gov/topic/stormWater/documents/SeedingForConstructionSiteErosionControl_1059.pdf)

Once the erosion control measures are in place and prior to commencing construction the applicant shall contact Mitchell Leisses with Kunkel Engineering Group, 920-210-6330, for an initial inspection.

Should you have any questions, please contact me your convenience.

Sincerely,

KUNKEL ENGINEERING GROUP

**Jackie Kohn – Born, PE**

Design Engineer

**Kunkel Engineering Group**

**a Geo-Logic Company**

1115 South Main Street

West Bend, WI 53095

(920)763-8155

[jkohn@geo-logic.com](mailto:jkohn@geo-logic.com)

[www.kunkelengineering.com](http://www.kunkelengineering.com) | [www.geo-logic.com](http://www.geo-logic.com)

Enclosures

cc: Dan Green, Town Clerk

# TOWN OF LISBON MAJOR GRADING PERMIT

Permit # \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

This permit has been issued pursuant to Section 30.08 Land Disturbance of the Lisbon Town Code.

Project Type & Name: \_\_\_\_\_

Permit Holders Name: \_\_\_\_\_

Project Address (if available): \_\_\_\_\_

Plan Commission Approval Date: \_\_\_\_\_

Issued by (staff name): \_\_\_\_\_

Date Issued: \_\_\_\_\_

Permits may also be necessary from Waukesha County Parks and Land Use, the Wisconsin Dept. of Natural Resources, the US Army Corp of Engineers and the Federal Emergency Management Agency depending on scope and location of this project.

**POST THIS PERMIT ON PREMISES IN CLEAR VIEW FROM ROAD – (IN PROTECTIVE COVERING)**





# 4c- Attachments



Please Note: the appropriate signature lines required for filing with the County will be added on the complete CSM.

**WAUKESHA COUNTY CERTIFIED SURVEY MAP #**

for Town of Lisbon

Being part of the North 1/2 of the Northeast 1/4 of Section 25 in the Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin

**LINE TABLE**

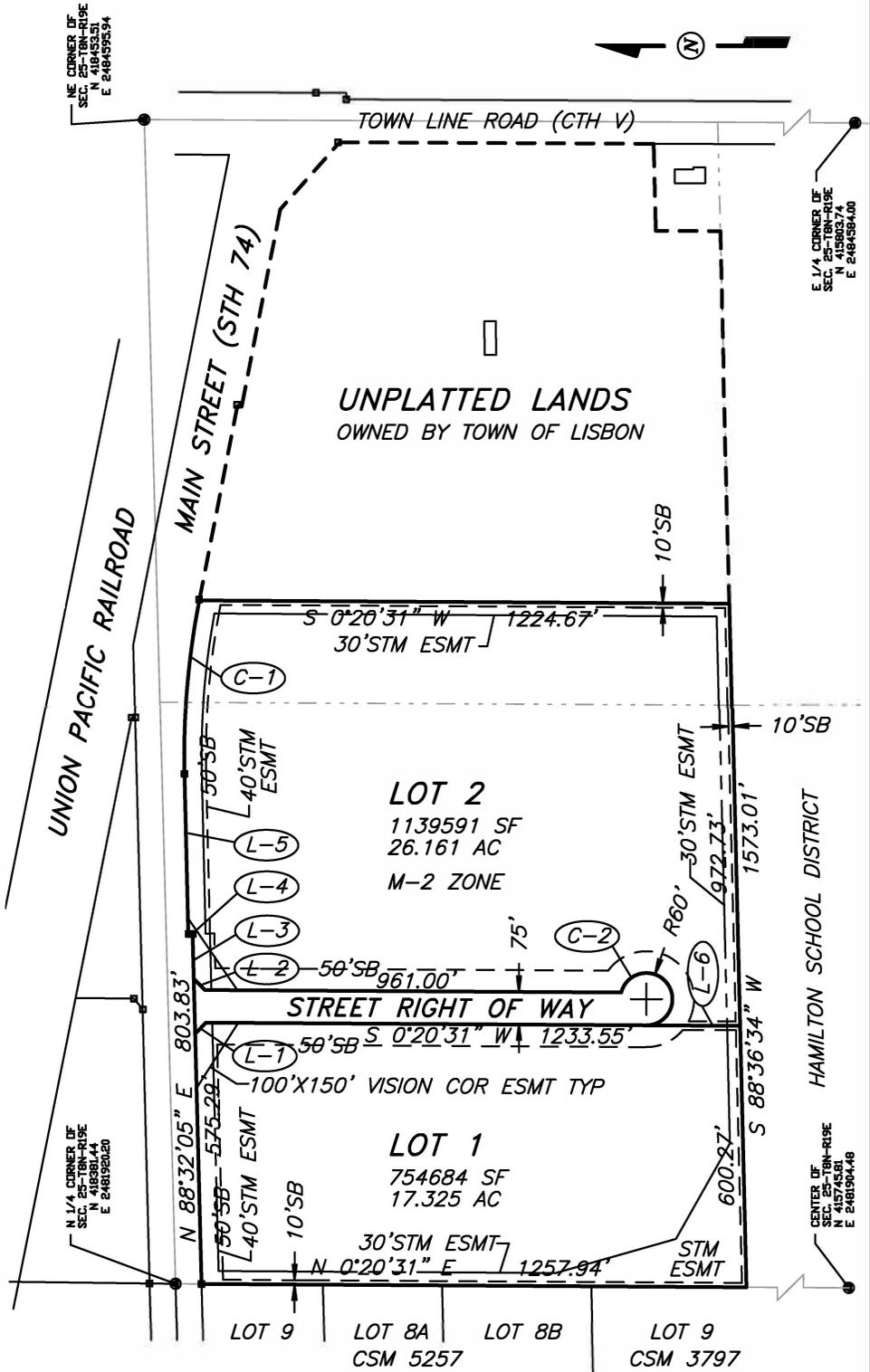
| # | DISTANCE | BEARING     |
|---|----------|-------------|
| 1 | 38.78'   | S45°35'10"E |
| 2 | 35.92'   | N44°24'50"E |
| 3 | 103.50'  | N88°29'10"E |
| 4 | 10.00'   | N01°26'17"W |
| 5 | 365.39'  | N88°37'18"E |
| 6 | 216.55'  | S00°20'31"W |

**CURVE TABLE**

|     | CURVE 1     | CURVE 2     |
|-----|-------------|-------------|
| R=  | 1859.86'    | 60.00'      |
| L=  | 406.01'     | 268.16'     |
| CA= | 12°30'28"   | 255°31'22"  |
| CH= | 405.21'     | 95.07'      |
| CB= | S85°07'29"E | S52°25'15"W |

**LEGEND**

- ⊕ ALUMINUM MONUMENT FOUND
- ⊙ BRASS CAP IN SET CONC.
- 3/4" REBAR FOUND
- 3/4" REBAR WITH CAP FOUND
- 3/4" X 24" REBAR SET WEIGHING 1.50 LB. / LN. FT.
- 1" IRON PIPE FOUND
- △ MAG Nail Set
- (R.A.) DENOTE "RECORDED AS"



0 200 400  
**SCALE IN FEET**  
 1" = 400'

**SURVEYOR**

CHRISTOPHER J. KUNKEL  
 107 PARALLEL STREET  
 BEAVER DAM, WI.

**OWNER**

Town of Lisbon  
 W234 N8676 Woodside Rd.  
 Lisbon, WI 53089-1545

Reference Bearing; The North line of Northeast Quarter of Section 25, T.8N., R.19E., is used as the Reference Bearing and has a bearing of N88°27'28"E based on the Wisconsin State Plane Coordinate System (South Zone)

**PRELIMINARY**

**KUNKEL**  
 engineering  
 group  
 107 Parallel Street  
 Beaver Dam, WI 53916  
 (920)356-9447  
 Fax (920)356-9454

## WAUKESHA COUNTY CERTIFIED SURVEY MAP #

### SURVEYOR'S CERTIFICATE

I, CHRISTOPHER J. KUNKEL, REGISTERED LAND SURVEYOR OF THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT BY ORDER OF TOWN OF LISBON I HAVE MADE A SURVEY OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 25, TOWN 8 NORTH, RANGE 19 EAST, OF THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN.

COMMENCING AT THE NW CORNER OF THE NE 1/4 OF SECTION 25, T8N, R19E, WAUKESHA COUNTY;

THEN S0°20'31"W ALONG THE WEST LINE OF SAID 1/4 SECTION A DISTANCE OF 60.03 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF MAIN STREET (STH 74) AND POINT OF BEGINNING;

THEN N88°32'05"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 803.83 FEET TO A POINT

THEN N1°26'17"W, ALONG AN OFFSET IN SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO A POINT;

THEN N88°37'18"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 365.39 FEET TO A POINT;

THEN EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1859.86', A CENTRAL ANGLE OF 12°30'28", AN ARC LENGTH OF 406.04, AND CHORD OF 405.21' BEARING S85°07'28"E, TO A POINT;

THEN S0°20'31"W, A DISTANCE OF 1224.67 FEET TO A POINT;

THEN S88°36'34"W A DISTANCE OF 1573.01 FEET TO A POINT IN THE WEST LINE OF SAID 1/4 SECTION;

THEN N0°20'31"E ALONG THE WEST LINE OF SAID 1/4 SECTION A DISTANCE OF 1257.94 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,894,276 SQUARE FEET OR 43.486 ACRES, MORE OR LESS

THE BEARINGS ARE ORIENTED TO THE NORTH LINE OF THE NE 1/4 OF SECTION 25, T8S, R19E, HAVING A BEARING OF N88°27'28"E, BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)

I FURTHER CERTIFY THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND; THAT I HAVE COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATE STATUTES AND DODGE COUNTY LAND USE CODE IN SURVEYING AND MAPPING THE SAME, TO THE BEST OF MY KNOWLEDGE AND BELIEF.



**KUNKEL**  
engineering  
group

107 Parallel Street  
Beaver Dam, WI 53916  
(920)356-9447  
Fax (920)356-9454

PRELIMINARY



# Plan Commission Application

## Application Type and Fee (check all that apply)

\*Application fees are non-refundable. Fees cover costs associated with public notification, postage, copies, and document recording, however applicants agree to pay all additional expenses that the Town may incur by virtue of contracted plan review services including but not limited to: legal, surveying and engineering costs and studies.

**Commercial**  
*\*All commercial projects including any change of occupancy, change of use, or construction/alteration must be submitted to the Lisbon Fire Department as well for review and inspections.*

**Residential** – Home-Based Bus. / In-Law Unit

- Accessory Building Waiver: \$100 (Size/Location/Architectural Review)
- After the Fact Application: Double Fees
- Certified Survey Map: \$200 + \$10 Per lot
  - Dedication Fee (Per lot): \$2,658 (Paid upon receipt of signed CSM)
- Conditional Use Permit: \$350
  - Amendment / Original
  - Major Grading Permit
- Deed Restriction: \$100
- Developer's Agreement: \$250
- Groundwater Separation Waiver: \$100
- Land Use Amendment: \$300
- Conceptual: \$100
- Plat Review:
  - Final - \$200
  - Preliminary - \$500
- Re-Submittal: \$200
- Rezone: \$350
- Sign Permit Application: \$30 + Sign Fees (See Adopted Fee Schedule)
- Site Plan/Plan of Operation:
  - Amendment: \$250
  - Original: \$500
  - Temporary: \$125
- Special Meeting: \$600
- Waivers/Modification from Land Division and Development Ordinance: \$200

## Property Information

W263 N6314 Ridge Dr. Sussex 53089  
 Property Address City Zip

LSBT 0257 995 001 11.8 acres A10  
 Tax Key/Parcel ID # Lot Size Current Zoning

## Property Owner

Jason & Michelle Frederick  
 Name / Company Name

Frederick  
 Signature

N62 W23388 Silver Spring Dr. #210  
 Address

Sussex WI 53089  
 City State Zip

(414) 208-5643 belle.frederick@gmail.com  
 Phone E-mail Address

## Applicant

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Company

same  
 Address

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Phone E-Mail Address

A **complete application** along with the appropriate fees shall be submitted by the deadline stated on the meeting schedule. In order for an application to be considered **complete**, the application shall include the required number of site plans/maps, and all of the necessary supporting information as indicated on the Project Review Checklist. If applying for a conditional use or development agreement, a document showing vested interest in the property is required. *The Town of Lisbon reserves the right not to accept an application that is deemed incomplete*



**PROFESSIONAL SERVICE REIMBURSEMENT FEES:**

Pursuant to the Town of Lisbon Municipal Code Section 1.14, the Town of Lisbon Town Board has made a determination that whenever the services of the Town Planner, Town Engineer, Town Attorney, or any other of the Town's professional staff results in a charge to the Town for that professional's time and services, and such service is not a service supplied to the Town as a whole, the Town Treasurer shall charge one hundred and five percent of the cost of that service for the fees incurred by the Town to the property owner incurring those fees even if the request is not approved. The additional five percent cost above the cost of the service is levied to cover Town administrative charges. Also, pursuant to the Town of Lisbon Municipal Code Section 1.14, certain other fees, costs, and charges are the responsibility of the property owner even if the request is not approved. Imposition of any fees, costs, or charges, however, is subject to the property owner's appeal rights as described in the Town of Lisbon Municipal Code Section 1.14

The undersigned, have been advised that, pursuant to the Town of Lisbon Municipal Code Section 1.14, if the Town Planner, Town Engineer, Town Attorney, or any other Town professional provides services to the Town because of my/our activities, whether at my/our request or at the request of the Town, I/we shall be responsible for the fees incurred by the Town. In addition, I/we have been advised that pursuant to the Town of Lisbon Municipal Code Section 1.14, certain other fees, costs, and charges are my/our responsibility even if my/our request is not approved. By signing this document, I am not waiving my/our appeal rights that are described in the Town of Lisbon Municipal Code Section 1.14.

Statements will be sent monthly so you are kept up to date regarding your current charges.

**RESPONSIBLE PARTY, NAME, MAILING ADDRESS, SIGNATURE & DATE:**

NAME Jason & Michelle Frederick  
ADDRESS NW 2 W23388 Silver Spring Dr #210 Sussex WI 53089  
DATE 6-27-19 SIGNATURE M. Frederick  
PHONE 414-208-5643 EMAIL belle.frederick@gmail.com

**PROPERTY OWNER NAME, MAILING ADDRESS, SIGNATURE & DATE:**

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

**PROJECT NAME** \_\_\_\_\_



**SITE INSPECTION NOTIFICATION:**

The Town of Lisbon Town Plan Commission and Town Board request permission of the property owner or responsible party to enter the subject property, between the hours of 9am to 5pm or upon prior 24 hour notice, for a site inspection prior to any scheduled Plan Commission or Board meeting. The site inspection will allow the Town Plan Commission and Town Board to make more informed decisions with respect to the requested application.

I, the undersigned, have been advised that my signature grants permission to members of the Town Plan Commission and Town Board to conduct site inspections of the subject property. Failure to authorize said site inspection will not be held against the property owner or responsible party in the decision of the requested application; however, the site inspection does allow the Town Plan Commission and Town Board to make more informed decisions.

**RESPONSIBLE PARTY, NAME, MAILING ADDRESS, SIGNATURE & DATE:**

NAME Jason & Michelle Frederick  
ADDRESS NW 2 W 23388 Silver Spring Dr. #210 Sussex WI 53089  
DATE 6-27-19 SIGNATURE *M. Frederick*  
PHONE 414-208-5643 EMAIL belle.frederick@gmail.com

**PROPERTY OWNER NAME, MAILING ADDRESS, SIGNATURE & DATE:**

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

**COMMENTS:**

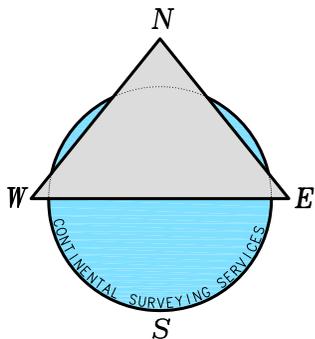
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Town Official Accepting Form

\_\_\_\_\_  
Date

# Certified Survey Map

Redivision of Certified Survey Map NO. 2953, excepting that part Dedicated by Town Board Resolution 11-04 being part of the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 8 North, Range 19 East, Located in the Town of Lisbon, Waukesha County, Wisconsin

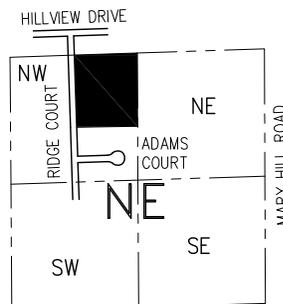


## LEGEND

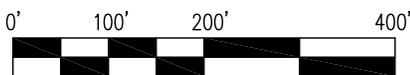
- 1" Iron Pipe Found
- ⊙ 20"x 3/4" Re-Bar Set (1.13 lb/foot)

### VICINITY SKETCH

Northeast 1/4, Section 29,  
Township 8 North,  
Range 19 East



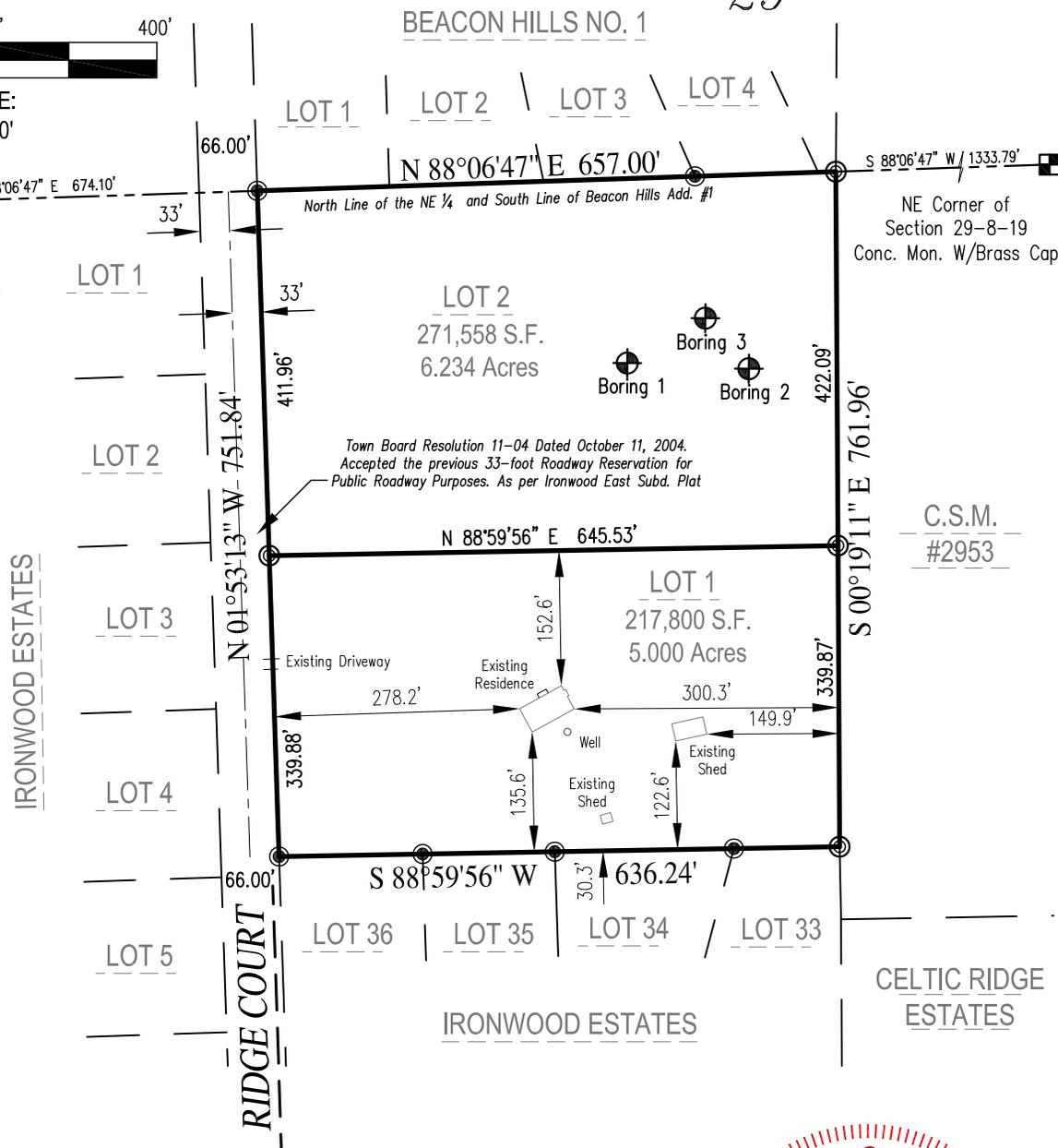
Scale:  
1"=1000'



SCALE:  
1"=200'

N 1/4 Corner of  
Section 29-8-19  
Conc. Mon. W/Brass Cap

NOTE: See Sheet  
2 for Contour  
Lines.



**CONTINENTAL  
SURVEYING  
SERVICES LLC**

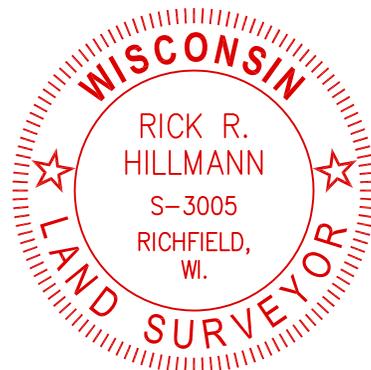


Main Office:  
2059 Hwy 175, Suite "A"  
Richfield WI. 53076

Phone: (262) 389-9200  
Website: [www.csssurveys.com](http://www.csssurveys.com)  
Email: [survey@csssurveys.com](mailto:survey@csssurveys.com)

### OWNER

John and Michelle Matter  
W263N6314 Ridge Dr.  
Lisbon, WI. 53089  
TKN.: LSBT0257995001



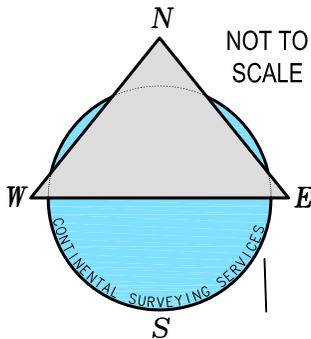
NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the North line of the NE 1/4 of Section 29, Township 8 North, Range 19 East bears N 88°06'47" E.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 7th day of February, 2019 Sheet 1 of 6



# Certified Survey Map

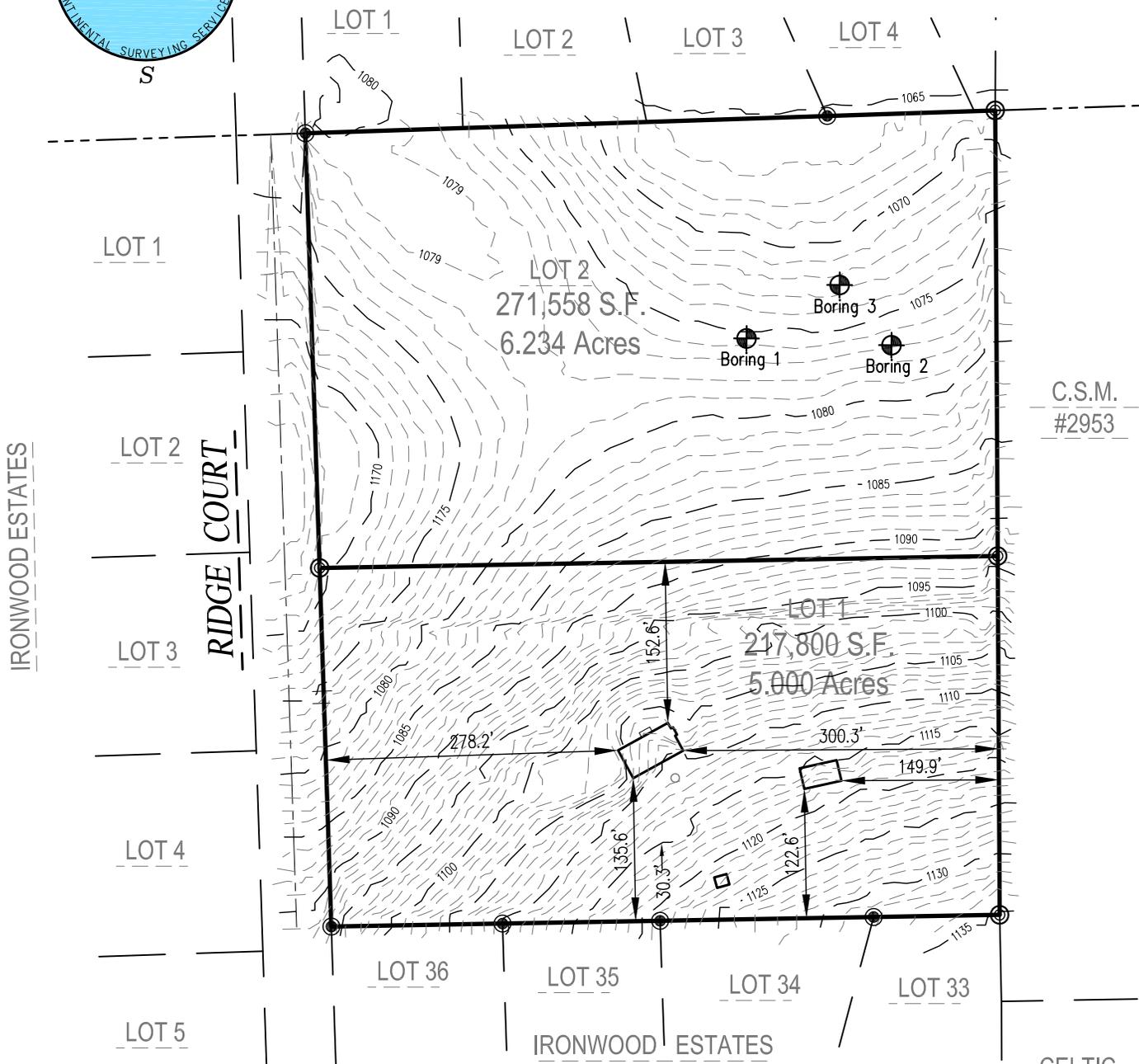
Redivision of Certified Survey Map NO. 2953, excepting that part Dedicated by Town Board Resolution 11-04 being part of the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 8 North, Range 19 East, Located in the Town of Lisbon, Waukesha County, Wisconsin



NOT TO SCALE

Contour Lines have been scaled and Digitized from the Waukesha County GIS Topography Layer and are approximate

## BEACON HILLS NO. 1



C.S.M. #2953

### CONTINENTAL SURVEYING SERVICES LLC



Main Office:  
2059 Hwy 175, Suite "A"  
Richfield WI. 53076

Phone: (262) 389-9200  
Website: [www.cs surveys.com](http://www.cs surveys.com)  
Email: [survey@cs surveys.com](mailto:survey@cs surveys.com)



NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the North line of the NE 1/4 of Section 29, Township 8 North, Range 19 East bears N 88°06'47" E.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 7th day of February, 2019 Sheet 2 of 6



# Certified Survey Map \_\_\_\_\_

Redivision of Certified Survey Map NO. 2953, excepting that part Dedicated by Town Board Resolution 11-04 being part of the Northwest ¼ of the Northeast ¼ of Section 29, Township 8 North, Range 19 East, Located in the Town of Lisbon, Waukesha County, Wisconsin

**SURVEYOR'S CERTIFICATE:**

I Rick R. Hillmann, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a parcel of land being a Redivision of Certified Survey Map No.: 2953, excepting that part Dedicated by Town Board Resolution 11-04 being part of the Northwest ¼ of the Northeast ¼ of Section 29, Township 8 North, Range 19 East, Located in the Town of Lisbon, Waukesha County, Wisconsin, now being bounded and described and follows:

Commencing at the North ¼ Corner of Section 29, Township 8 North, Range 19 East, North 88°06'47" East on and along the North Line of said Northeast ¼ said North Line is also the South Line of Beacon Hills Addition No.:1 , 674.10 feet to a point on the East Right of Way Line of Ridge Drive, said point is also the Point of Beginning of lands hereinafter described;

Thence continuing North 88°06'47" East on and along the North Line of said Northeast ¼, said line is also the South Line of said Beacon Hills Addition No.:1 and the North line of Certified Survey Map No.: 2953, 657.00 feet to the Northeast Corner of said Certified Survey Map, said Point is also the Southeast Corner of said Beacon Hills Addition No.:1; thence South 00°19'11" East on and along the East Line of said Certified Survey Map, 761.96 feet to the Southeast Corner of Said Certified Survey Map; thence South 88°59'56" West on and along the South Line of said Certified Survey Map, said Line is also the North Line of Ironwood Estates, 636.24 feet to the Easterly Right of Way Line of Ridge Drive; thence North 01°53'13" West along the Easterly Right of Way Line of Ridge Drive, 751.84 feet to the place of beginning of this description.

The gross area of said parcel contains 489,358 Square feet or 11.2341 Acres of land more or less.

That I have made such survey, land division and map by the direction of John and Michelle Matter, owner of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the Town of Lisbon in surveying, dividing and mapping same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Rick R. Hillmann PLS  
 Professional Land Surveyor S-3005



**TOWN OF LISBON PLAN COMMISSION APPROVAL:**

Approved by the Plan Commission of the Town of Lisbon on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Joe Osterman, Plan Commission Chairman

\_\_\_\_\_  
 Jane Stadler, Secretary

**CONTINENTAL  
 SURVEYING  
 SERVICES LLC**



Main Office:  
 2059 Hwy 175, Suite "A"  
 Richfield WI. 53076

Phone: (262) 389-9200  
 Website: [www.csssurveys.com](http://www.csssurveys.com)  
 Email: [survey@csssurveys.com](mailto:survey@csssurveys.com)

NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the North line of the NE ¼ of Section 29, Township 8 North, Range 19 East bears N 88°06'47" E.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 7th day of February, 2019 Sheet 3 of 6





# Certified Survey Map \_\_\_\_\_

Redivision of Certified Survey Map NO. 2953, excepting that part Dedicated by Town Board Resolution 11-04 being part of the Northwest ¼ of the Northeast ¼ of Section 29, Township 8 North, Range 19 East, Located in the Town of Lisbon, Waukesha County, Wisconsin

## MORTGAGE CERTIFICATE:

As mortgage holder of the herein described land, (Bank Name) \_\_\_\_\_, does hereby consent to the surveying, dividing, and mapping of the lands described in this map and to the certificate of John and Michelle Matter, as owner's.

WITNESS the hand and seal of (Bank Name) \_\_\_\_\_, has caused this instrument to be executed by (First Name) \_\_\_\_\_ (Last Name) \_\_\_\_\_, its (Title) \_\_\_\_\_, and (First Name) \_\_\_\_\_ (Last Name) \_\_\_\_\_, its (Title) \_\_\_\_\_, in the (Select One (1) City, Village or Town) of (City Name) \_\_\_\_\_, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In the presence of:

|   |             |
|---|-------------|
| _____                                     | _____       |
| (Bank Name)                               |             |
| _____                                     | _____       |
| (Print - First Name, Last Name and Title) | (Signature) |
| _____                                     | _____       |
| (Print - First Name, Last Name and Title) | (Signature) |

STATE OF WISCONSIN            )  
  )ss.  
County of \_\_\_\_\_            )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (First Name) \_\_\_\_\_ (Last Name) \_\_\_\_\_, its (Title) \_\_\_\_\_, and (First Name) \_\_\_\_\_ (Last Name) \_\_\_\_\_, its (Title) \_\_\_\_\_, of the above named corporation, to me known to be the person(s) who executed the foregoing instrument, and to me known to be the (Title) \_\_\_\_\_ and (Title) \_\_\_\_\_ respectively of the corporation, and acknowledged that they, he, or she executed the foregoing instrument and acknowledged the same.

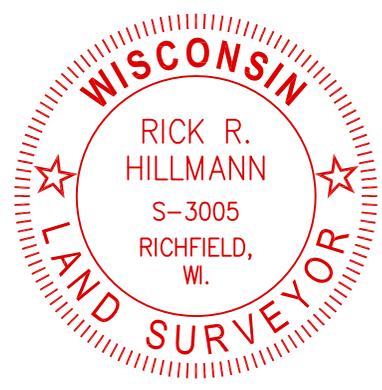
\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI.  
My Commission Expires: \_\_\_\_\_

**CONTINENTAL SURVEYING SERVICES LLC**



Main Office:  
2059 Hwy 175, Suite "A"  
Richfield WI. 53076

Phone: (262) 389-9200  
Website: www.csssurveys.com  
Email: survey@csssurveys.com



This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 7th day of February, 2019 Sheet 5 of 6

# Certified Survey Map \_\_\_\_\_

Redivision of Certified Survey Map NO. 2953, excepting that part Dedicated by Town Board Resolution 11-04 being part of the Northwest ¼ of the Northeast ¼ of Section 29, Township 8 North, Range 19 East, Located in the Town of Lisbon, Waukesha County, Wisconsin

**EXTRA - TERRITORIAL APPROVAL:**

**VILLAGE OF SUSSEX PLANNING COMMISSION APPROVAL:**

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Sussex on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Casen J. Griffith, Village Clerk

\_\_\_\_\_  
Gregory Goetz, Chairperson

**EXTRA - TERRITORIAL APPROVAL:**

**VILLAGE OF SUSSEX BOARD APPROVAL:**

This Certified Survey Map is hereby approved by the Village Board of the Village of Sussex on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Casen J. Griffith, Village Clerk

\_\_\_\_\_  
Gregory Goetz, President

**CONTINENTAL  
SURVEYING  
SERVICES LLC**



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Email: [survey@csssurveys.com](mailto:survey@csssurveys.com)



This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 7th day of February, 2019 Sheet 6 of 6





# REQUEST FOR CONSIDERATION

**COMMITTEE CONSIDERATION:** Plan Commission

**ITEM DESCRIPTION:** Haass Farms Developer's Agreement

**PREPARED BY:** Gina C. Gresch, Administrator

**REPORT DATE:** Wednesday, July 3, 2019

**RECOMMENDATION:** Approval and recommendation to the Town Board

## EXPLANATION

The Haass Farms Subdivision process is coming along smoothly. The Developer's Agreement is ready for the Plan Commission's review and approval, which has been reviewed by Town Engineer Mitch Leisses, Planner Dan Lindstrom, Public Works Director DeStefano, Attorney Schmitzer and myself. All items of concern have been addressed and are satisfactory to the developer, Mike Kaerek of Kaerek Homes.

Waukesha County Parks and Land Use is still working on their Preliminary Plat review, which they have until their statutory deadline of August 19 to do so. Environmental Health is still working on the storm water review. Since Waukesha County is still in the pre-plat approval process, the Town Board had to extend the closing date to no later than August 19, per the Agreement to Purchase, line 333. Waukesha County doesn't anticipate this taking until August 19, but hopefully by the end of July.

The Declaration of Restrictions and Covenants have been submitted and reviewed by the Planner and is awaiting Attorney review. The construction and landscaping plans have yet to be submitted for Plan Commission approval.

I recommend approval and recommendation to the Town Board of the same.

**DEVELOPER'S AGREEMENT  
FOR HAASS FARMS SUBDIVISION  
TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN**

**THIS AGREEMENT** made this XYZ day of XYZ, 2019, between Haass Farms, Kaerek Homes, Inc., 11600 W. Lincoln Avenue, West Allis, WI 53227, hereinafter called "DEVELOPER," and the Town of Lisbon in the County of Waukesha and the State of Wisconsin, hereinafter called the "TOWN."

**WHEREAS**, the DEVELOPER is the owner of approximately 67.4 acres of land in the TOWN, upon which the DEVELOPER desired to construct a 42 lot, single family residential subdivision, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

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

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

**WHEREAS**, said SUBJECT LANDS are presently zoned R-1, which allows the above development; and

**WHEREAS**, said SUBJECT LANDS received approval by the TOWN for a single-family residential development with lot sizes of one acre. The development shall follow an adopted General Development Plan and Specific Development Plan details approved by the Town Board and Plan Commission.

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

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

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

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

**DEVELOPER'S COVENANTS**

**I. IMPROVEMENTS**

A. **PUBLIC STREETS.** The DEVELOPER hereby agrees that:

**Commented [gcg1]:** Mitch is working on LOC and cash payment \$ amounts

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

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

**Commented [GG2]:** insert date of approved pre-plat

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

4. The first lift of the public streets will be completed and presented to the TOWN Board no later than <insert date> or as extended by the TOWN Board.

**Commented [GG3]:** Typically 1 year from DA approval date by the TB

Developer's Agreement – Haass Farms Subdivision – 0167.999

Town Board Approved: <insert date>

UPDATED: 2019-07-02 - G.G. – Reviewed by Planner, Engineer, DPW, Atty & Developer (round 1); round 2 – sent to Kaerek

Page 3 of 20

5. The final lift of asphalt shall be placed on all public streets after at least one winter season, and no sooner than 10 months from the installation of the first lift of asphalt but no longer than 14-months from the installation of that first lift of asphalt.

Commented [GG4]: New language per engineer, atty and developer.

6. Subject to provisions in Section VI (D)(4) below, the DEVELOPER shall provide for maintenance and repair of public streets, including snow plowing, until the public streets are formally accepted by resolution of the TOWN Board.

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

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

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

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

2. During the terms of development, the DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in

Developer's Agreement – Haass Farms Subdivision – 0167.999

Town Board Approved: <insert date>

UPDATED: 2019-07-02 - G.G. – Reviewed by Planner, Engineer, DPW, Atty & Developer (round 1); round 2 – sent to Kaerek

Page 4 of 20

accordance with all plans and specifications, and all applicable federal, state, county and TOWN regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the TOWN Engineer and the County Department of Environmental Resources, Division of Land Conservation, on file in the TOWN Clerk's office dated <insert date>, including where necessary as determined by the TOWN Engineer, curb, gutter, storm sewers, catch basins, and infiltration/retention/detention basins.

Commented [GG5]: Get date from Leif at WC

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

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

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

6. During the time of development or prior to acceptance of all public improvements, whichever is later, the TOWN retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the TOWN Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable storm water drainage within the development and/or creates additional storm water runoff impacts to the surrounding areas. If DEVELOPER fails to construct the additional improvement within a reasonable period of time, the TOWN may cause such work to be carried out and shall charge the cost of the same against the financial guarantee held by the TOWN pursuant to this Agreement.

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

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

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the financial assurance held by the TOWN for purposes of enforcement of this Agreement may be utilized by Waukesha County for enforcement of Chapter 14, Article VIII.

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

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

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

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

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

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

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

1. To the extent practicable, the DEVELOPER agrees to preserve the existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, soil absorption waste disposal areas, paths, and trails by use of sound conservation practices. The Landscaping Plan as attached **EXHIBIT F** is hereby acceptable to the TOWN.
2. The DEVELOPER, as required by the TOWN, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, will be completed and certified as complete by the TOWN Engineer prior to the issuance of any building permits.
4. The TOWN of Lisbon has the right to trim and remove any features which would interfere with safe operation and maintenance of the TOWN rights-of-way and drainage ways.
5. Implement a landscape plan within the landscape easement set forth on the Plat as approved by the TOWN Engineer and TOWN Board.
6. Before an occupancy permit is issued for a respective lot, the DEVELOPER shall install no less than one, four-inch diameter tree in accordance with Section 12 (8.12) of the TOWN'S Chapter 12, Land Division and Development Ordinance, and DEVELOPER agrees to place said requirement in the Declaration of Restrictions.

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

1. Street signs, traffic control signs, culverts, posts, and guard rails as required by the TOWN as listed on **EXHIBIT A** and in accordance with Chapter 12 (8.11) of the TOWN'S Chapter 12, Land Division and Development Ordinance, shall be obtained and placed by the TOWN, and the cost thereof as set forth on said exhibit shall be paid by the DEVELOPER.

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2. All traffic control signs and street signs, as required by the TOWN, will be installed within ten (10) working days of the placement of the first lift of asphalt.

F. FIRE TANK PROTECTION: DEVELOPER shall pay a fee in the amount of \$26,600 to the TOWN equivalent to the cost of an installed on-site water storage tank per the schedule listed in Section 8.14(A) of the Land Division and Development Ordinance.

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

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

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

## II. TIME OF COMPLETION OF IMPROVEMENTS

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

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

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

1. After installation of erosion control measures;

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2. After the completion of grading;
3. During the construction of storm water ponds;
4. During the roll test of street subgrade;
5. During the installation of culverts;
6. During the installation of concrete curb and gutter;
7. During the installation of storm sewer improvements;
8. During the placement of aggregate base course;
9. During paving;
10. Pre-final surface installation per Paragraph D of this Section below;
11. After completion of the Improvements.

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

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

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

### **III. FINAL ACCEPTANCE**

A. Throughout this Agreement, various stages of the development will require approval and/or acceptance by the TOWN. It is understood that building permits may be issued by the TOWN prior to the time of Final Acceptance of all of the improvements in the development. The one-year correction period provided for in this Agreement shall not commence to run until Final Acceptance is granted by the TOWN Board of all improvements. The issuance of building permits and approval of various items of development shall not commence the one-year correction period. Acceptance of the improvements by the Town does not constitute a waiver of its right to draw on funds under the required letter of credit

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in the event of defects or failure of any improvement which is discovered or occurs following such acceptance.

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

#### **IV. DEDICATION OF IMPROVEMENTS**

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

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

#### **V. ACCEPTANCE OF WORK AND DEDICATION**

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

#### **VI. GUARANTEES OF IMPROVEMENTS**

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

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

B. OBLIGATION TO REPAIR: The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the TOWN Board at the expiration of the guarantee period. DEVELOPER shall be responsible for the costs of repairs to existing roadways and infrastructure for damage caused in areas immediately adjacent to the construction limits as a result of the construction activities called for hereunder.

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

D. MAINTENANCE PRIOR TO ACCEPTANCE

1. Until acceptance of the improvements by the TOWN, all improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the TOWN Board. This maintenance shall include routine maintenance, such as crack filling, roadway patching, snow plowing and the like, except

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as limited in Section D (4) below. In cases where emergency maintenance is required, the TOWN Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

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

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

4. The TOWN shall snowplow the subdivision streets, subsequent to installation of the first lift of asphalt. DEVELOPER agrees they shall defend, indemnify, and hold harmless the TOWN for any damage that may occur as a result of the TOWN'S snowplowing efforts, except as provided in Section VI (D)(4).

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

## **VII. TOWN RESPONSIBILITY FOR IMPROVEMENTS**

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

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

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

### **IX. FINANCIAL GUARANTEE**

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

- A. The DEVELOPER is in default of any aspect of this Agreement, or
- B. The DEVELOPER fails to maintain such Letter of Credit during the term of this Agreement and fails to provide the TOWN with proof of renewal of such Letter of Credit at least thirty (30) days prior to the expiration date, if any, of such Letter of Credit; or
- C. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this Agreement unless otherwise extended by this Agreement or by action of the TOWN Board, or
- D. If the DEVELOPER fails to provide the TOWN with proof of renewal of the Letter of Credit at least thirty (30) days prior to its expiration date; or
- E. The DEVELOPER fails to maintain a Letter of Credit in an amount approved by TOWN Engineer, and in a form approved by the TOWN Attorney; the DEVELOPER shall be deemed in violation of this Agreement and the TOWN Board shall have the right to draw upon the Letter of Credit.

The lending institution providing the irrevocable Letter of Credit shall pay to the TOWN all sums available for payment under the irrevocable Letter of Credit upon demand, subject to the terms and conditions of the irrevocable Letter of Credit, and upon its failure to do so, in whole or in part, the TOWN shall be empowered in addition to its other remedies,

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without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

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

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

#### **X. REDUCTION AND RELEASE OF GUARANTEE**

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

#### **XI. BUILDING AND OCCUPANCY PERMITS**

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

1. The installation of the first lift of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the TOWN Board.
2. All required grading plans have been submitted to, reviewed by and approved by the TOWN Engineer.
3. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this Agreement. The storm water management plan was approved based upon wooded lots and corresponding runoff coefficients. No trees shall be removed from any buildable lot prior to the issuance of a building permit. A building survey showing the size and location of existing trees, which are proposed to be removed for the home construction, shall be submitted to the TOWN Engineer for approval prior to issuance of a building permit.
4. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
5. The DEVELOPER is not in default of any aspect of this Agreement.

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## **XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS**

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

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

## **XIII. MISCELLANEOUS REQUIREMENTS**

The DEVELOPER shall:

- A. EASEMENTS: Provide any easements including vision easements on SUBJECT LANDS deemed necessary by the TOWN Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.
- B. MANNER OF PERFORMANCE: Cause all construction called for by this Agreement to be carried out and performed in a good and worker like manner.
- C. SURVEY MONUMENTS: Properly place and install any lot, block or other monuments required by State Statute, TOWN Ordinance or the TOWN Engineer.
- D. DEED RESTRICTIONS: Execute and record deed restrictions and provide proof of recording prior to sale of lots for the SUBJECT LANDS in the form attached hereto, made a part hereof, and marked **EXHIBIT B**.
  1. LOT GRADE: Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the TOWN Engineer on file in the office of the TOWN Clerk. The DEVELOPER and/or the TOWN and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

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

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

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

**Commented [GG6]:** NOTE TO DEVELOPER: These fees change yearly in February based on the CPI. \$1,963.38 for building per lot; \$762.01 for parks per lot – total \$2,725.39

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

**Commented [gcg7]:** Insert the spreadsheet credited for LOC amounts and cash payments.

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

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

#### **XIV. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES**

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

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## **XV. GENERAL INDEMNITY**

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

## **XVI. INSURANCE**

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

## **XVII. EXCULPATION OF TOWN CORPORATE AUTHORITIES**

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

## **XVIII. GENERAL CONDITIONS AND REGULATIONS**

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

## **XIX. COMPLIANCE WITH CODES AND STATUTES**

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

## **XX. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS**

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional preliminary plat approval and a conditional final plat approval by the TOWN of Lisbon. The DEVELOPER and the TOWN further agree that they are bound by these conditions. A copy of the conditional preliminary plat approval for the subject property is attached hereto and incorporated herein as **EXHIBIT C**, and the conditional final plat approval for the subject property is incorporated herein

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as **EXHIBIT D**. If there is a conflict between the conditions as forth in said conditional approvals and the DEVELOPER'S Agreement, the more restrictive shall apply.

#### **XXI. ASSIGNMENT**

The DEVELOPER shall not assign this Agreement without the prior written consent of the TOWN. The assignee must agree to all terms and conditions of this document in writing. Said Developer's Agreement shall be recorded with the Waukesha County Register of Deeds, by the TOWN and paid for by the DEVELOPER.

#### **XXII. PARTIES BOUND**

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

#### **XXIII. HEIRS & ASSIGNS**

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

#### **XXIV. REVIEW PROCESS**

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

#### **XXV. AMENDMENTS**

The TOWN and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the TOWN Board. The TOWN shall not, however, consent to an amendment until after first having received a recommendation from the TOWN'S Plan Commission. After an amendment has been consented to by the Town Board, it must be reduced to a written amendment which shall be approved and executed by both the TOWN and DEVELOPER.

Developer's Agreement – Haass Farms Subdivision – 0167.999

Town Board Approved: <insert date>

UPDATED: 2019-07-02 - G.G. – Reviewed by Planner, Engineer, DPW, Atty & Developer (round 1); round 2 – sent to Kaerek

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

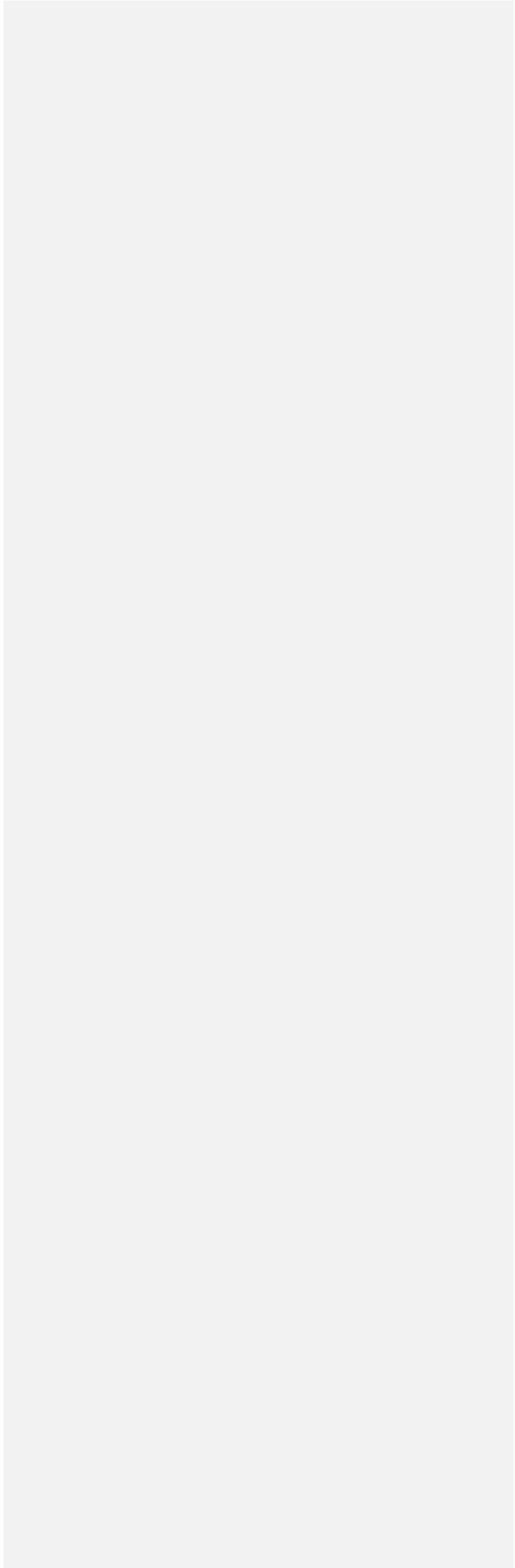
DEVELOPER:

By: \_\_\_\_\_  
Authorized Signatory

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named \_\_\_\_\_, Authorized Signatory of \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission:



Developer's Agreement – Haass Farms Subdivision – 0167.999

Town Board Approved: <insert date>

UPDATED: 2019-07-02 - G.G. – Reviewed by Planner, Engineer, DPW, Atty & Developer (round 1); round 2 – sent to Kaerek

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TOWN OF LISBON  
WAUKESHA COUNTY, WISCONSIN

By: \_\_\_\_\_  
Joseph Osterman, Chairman

By: \_\_\_\_\_  
Daniel Green, Town Clerk, WCMC

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2019, the above named Joseph Osterman and Daniel Green, TOWN Chairman and TOWN Clerk respectively, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be the TOWN Chairman and TOWN Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the TOWN Board from their meeting on <insert Town Board approval date, then put that same date in the header>

\_\_\_\_\_  
Notary Public, State of Wisconsin

My commission: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN Attorney

**ATTACHMENTS:**  
EXHIBIT A: General Development Plan / Site Development Plan

Developer's Agreement – Haass Farms Subdivision – 0167.999

Town Board Approved: <insert date>

UPDATED: 2019-07-02 - G.G. – Reviewed by Planner, Engineer, DPW, Atty & Developer (round 1); round 2 – sent to Kaerek

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- EXHIBIT B: Declarations of Restrictions
- EXHIBIT C: Preliminary Plat
- EXHIBIT D: Final Plat
- EXHIBIT E: Dedication Fees
- EXHIBIT F: Landscape Plan
- EXHIBIT G: Insurance
- EXHIBIT I: Fee Exhibit

This document drafted by:  
Gina C. Gresch, MMC/WCPC  
Town of Lisbon Administrator  
W234N8676 Woodside Road  
Lisbon, WI 53089  
262-246-6100 ext 1003

This document reviewed by:  
Attorney Thomas Schmitzer  
Hippenmeyer Reilly Blum Schmitzer Fabian & English S.C.  
720 Clinton St.  
Waukesha, WI 53186  
262-549-8181



# LATE FEE FOR LATE LICENSE RENEWALS

**PREPARED BY:** Dan Green, Town Clerk

**ITEM DESCRIPTION:** Amend Fee Schedule to add late filing fee

**REPORT DATE:** Monday, July 22, 2019

**RECOMMENDATION:** Approve amending the fee schedule to include a \$50.00 late filing fee for all renewable licenses with a deadline (excluding operator licenses).

## **EXPLANATION**

The Town has a variety of licenses that need to be renewed on a yearly basis. We have tried to set timelines for these renewals in order to make sure we have time to review, publish if necessary, and approve their application from a Town Board or staff level. In order to ensure that applicants are adhering to the deadline set forth by the Clerk's Office, we are requesting that a late filing fee be incorporated into the fee schedule. This is common practice in other municipalities, most notably with liquor licenses. I would ask that the following licenses have a \$50.00 late fee applied if filed late:

- Rock Crushing, Blasting & Quarrying permits
- Auto Salvage Licenses
- Gun Club Licenses
- Liquor Licenses
- 

Adding a late fee would ensure that:

- The Clerk and Town Board have time to review and process licenses before State deadlines
- Provides time for the County, Police Department and Inspector to review establishments before issuing a license
- Provides a clearer picture of YTD budget 6-month totals during budget process.

## **RECOMMENDATION**

The staff recommendation is to adopt Resolution 09-19 amending the fee schedule to include a \$50.00 late filing fee for all renewable licenses with a deadline (excluding operator licenses).

STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

**RESOLUTION 09-19**

---

**RESOLUTION UPDATING THE FEE SCHEDULE FOR THE TOWN OF LISBON**

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**WHEREAS**, the Town Board, pursuant to its statutory authority, and as required by the Town of Lisbon Code of Ordinances, is empowered and required to set fees for various Town services, permits, licenses, inspections, and services; and

**WHEREAS**, the Town Board has reviewed such fees as required to be set throughout the Code, and

**WHEREAS**, the Town Board has determined appropriate fees consistent with the objective of recouping only direct and actual costs attendant with the various matters for which fees are required, and

**WHEREAS**, the Town Board has determined it is in the public interest to set such fees in a readily discernable format, which format shall be conducive to public disclosure and review.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board adopts such fees as herein set forth in the attached fee schedule, and

**BE IT FURTHER RESOLVED**, that the Town Board adopts such fees as therein set forth, under its statutory authority, and in accord with the various sections of the Town of Lisbon Code as therein referenced, and

**BE IT FURTHER RESOLVED**, that Town Staff is directed to bring this resolution forward to the Town Board on an annual basis as part of its annual budget review, and

**BE IT FURTHER RESOLVED**, that Town Staff is directed to maintain this fee schedule at the Town Hall for the convenience of the public, and to further publish such fee schedule on the Town website.

**PASSED AND ADOPTED** by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 22nd 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, WCPC  
Town Clerk



## TOWN OF LISBON FEE SCHEDULE

Adopted: 2017-03-27; Revised: 2017-08-14; 2017-11-13; 2018-04-09; 2018-05-29; 2018-07-23; 2019-02-25

| TYPE OF FEE  | CURRENT FEE             | UNIT/DURATION                                  |
|--|-------------------------|--|
| <b>ADMINISTRATION</b>  |                         |  |
| Compost Permit   |                         |  |
| In-Office  | \$ 18.00                | Each   |
| Mailed   | \$ 20.00                | Each   |
| Copies (B/W & Color)   | \$ 0.50                 | First 10 Pages                                 |
| Copies (B/W)   | \$ 0.25                 | 11+ Pages                                      |
| House Numbers  | \$ 20.00                | Each Set                                       |
| Late Charge for Delinquent Accounts Receivable   | 1.50%                   | Compounded Monthly                             |
| NSF / Returned Check   | \$ 20.00                | Each Check                                     |
| Noxious Weed & Grass Cutting   |                         |  |
| 1st Offense  | \$50+Contractor's Fees  |  |
| 2nd Offense  | \$200+Contractor's Fees |  |
| 3rd Offense  | \$450+Contractor's Fees |  |
| Special Assessment Letters   |                         |  |
| Special Assessment Letter  | \$ 25.00                | Per Letter                                     |
| Special Assessment Letter - Rush   | \$ 30.00                | Per Letter                                     |
| <b>LICENSES &amp; PERMITS</b>  |                         |  |
| Adult Oriented Establishments  |                         |  |
| Original   | \$ 250.00               | Each Application                               |
| Renewal  | \$ 250.00               | Each Application                               |
| Renewal Late Penalty   | \$ 100.00               | Each Application                               |
| Auto Salvage License   | \$ 200.00               | Each   |
| Dog Licenses   |                         |  |
| Fixed  | \$ 10.00                | Per Year                                       |
| Intact   | \$ 15.00                | Per Year                                       |
| Late Fee   | \$ 10.00                | Per Dog  |
| Kennel License   | \$ 50.00                | Per Year                                       |
| Gun Club License   | \$ 250.00               | Each   |
| Junk Business  | \$ 100.00               | Per Year or Prorated                           |
| Junk Dealer  |                         |  |
| One Cart or Vehicle  | \$ 5.00                 | For One  |
| Additional Carts or Vehicles   | \$ 2.00                 | Each Additional                                |
| Late Filing Fee  | \$ 50.00                | For Yearly renewal licenses (except Operator)  |
| Liquor / Beer / Cigarette License Related  |                         |  |
| Cigarette  | \$ 70.00                | Per Year                                       |
| Class "A" Beer   | \$ 70.00                | Per Year                                       |
| "Class A" Liquor   | \$ 500.00               | Per Year (Max Fee)                             |
| Class "B" Beer   | \$ 100.00               | Per Year (Max Fee)                             |
| "Class B" Liquor   | \$ 500.00               | Per Year (Max Fee)                             |
| "Class B" Liquor - Reserve   | \$ 10,000.00            | Each; Non-Refundable                           |
| Liquor License Agent / Entity Change   | \$ 15.00                | Each Application                               |
| Liquor License Publication Fee   | \$ 8.00                 | Each Application                               |
| Temporary "Class B" (Picnic)   | \$ 10.00                | Each Application (Max Fee)                     |
| Mobile Home Park   |                         |  |
| Renewal  | \$ 2.00                 | Per Space                                      |
| Transfer   | \$ 10.00                | Per Lot  |
| Operator's Licenses  |                         |  |
| New & Renewal  | \$ 30.00                | Per Year                                       |
| Provisional  | \$ 5.00                 | Per License                                    |
| Temporary  | \$ -                    | Per License (Allowed 2/Year)                   |
| Background Check   | \$ 7.50                 | Per Applicant                                  |
| Peddler's Permit   | \$ 25.00                | Per Applicant                                  |
| Sewerage Sludge Disposal   | \$ 500.00               | Each Application                               |
| Transient Public Entertainment Permit  | \$ 25.00                | Per Day  |
| Waste & Refuse Disposal  | \$ 1,000.00             | Per Application                                |
| <b>PARKING CITATIONS</b>   |                         |  |
| Initial Citation - to be paid within 10 days of issuance   | \$ 20.00                | Each   |
| Unpaid Citations - 11-29 days from issue date  | \$ 30.00                | Each   |
| Unpaid Citations - 30-59 days from issue date  | \$ 50.00                | Each   |
| Unpaid Citations - 60+ days from issue date  | \$ 75.00                | Each   |
| <i>Citations that remain unpaid beyond 60 days be referred to WISDOT for current vehicle registration suspension</i> |                         |  |
| <b>PARKS</b>   |                         |  |
| Community Park - Down Under  | \$ 75.00                | Per Day  |
| Community Park - Gazebo  | \$ 10.00                | Per 2 Hours                                    |
| Community Park - Hex Shelter   | \$ 50.00                | Per Day  |
| Community Park - Hilltop Shelter   | \$ 75.00                | Per Day  |
| Lisbon Oaks - Open Shelter   | \$ 50.00                | Per Day  |
| Stony Halquist - Open Shelter  | \$ 50.00                | Per Day  |
| Stone Family - Open Lawn Area  | \$ 25.00                | Per Day  |
| Town Hall Park - Open Shelter  | \$ 75.00                | Per Day  |
| Non-Resident   | \$ 25.00                | More than resident fee unless otherwise stated |
| Liquor Deposit   | \$ 100.00               | Refundable                                     |
| Security Deposit   | \$ 100.00               | Refundable                                     |
| Field Rentals  |                         |  |
| Adult Baseball   | \$ 25.00                | Per Event                                      |
| Field Prep - Weekday   | \$ 25.00                | Each   |
| Field Prep - Weekends  | \$ 85.00                | Each   |
| Adult Soccer   | \$ 25.00                | Per Event                                      |
| Soccer Field Prep - Weekdays Only  | \$ 35.00                | Each   |

## TOWN OF LISBON FEE SCHEDULE

Adopted: 2017-03-27; Revised: 2017-08-14; 2017-11-13; 2018-04-09; 2018-05-29; 2018-07-23; 2019-02-25

| TYPE OF FEE  | CURRENT FEE          | UNIT/DURATION                        |
|--|----------------------|--------------------------------------|
| <b>PLANNING &amp; ZONING - APPLICATIONS</b>          |                      |                                      |
| Accessory Building Waiver                            | \$ 100.00            | Per Application                      |
| After the Fact Application                           | Double Fees          | Per Application                      |
| Board of Zoning Appeals / Variances                  | \$ 350.00            | Per Application                      |
| Certified Survey Map                                 | \$200 + \$10 per lot | Per Application                      |
| Conceptual   | \$ 100.00            | Per Application                      |
| Conditional Use                                      | \$ 350.00            | Per Application                      |
| Deed Restriction                                     | \$ 100.00            | Per Application                      |
| Developer's Agreement                                | \$ 250.00            | Per Application                      |
| Drainage Easement Fees                               |                      |                                      |
| Easements up to 20 feet wide                         | \$ 5.00              | Per Lineal Foot of Length            |
| Easements over 20 feet wide & irregular shaped areas | \$ 0.45              | Per Square Foot                      |
| Final Plat Review                                    | \$ 200.00            | Per Application                      |
| Grading Permit (Major)                               | \$ 300.00            | Per Application                      |
| Groundwater Separation Waiver                        | \$ 100.00            | Per Application                      |
| Impact Fees  |                      |                                      |
| Park Facilities                                      | \$ 762.01            | Per Each Residential Lot Created     |
| Building Facilities                                  | \$ 1,963.38          | Per Each Residential Lot Created     |
| Land Use Amendment                                   | \$ 300.00            | Per Application                      |
| Preliminary Plat Review                              | \$ 500.00            | Per Application                      |
| Professional Services                                |                      |                                      |
| Attorney   | Actual Costs         | Per Hour                             |
| Engineer   | Actual Costs         | Per Hour                             |
| Planner  | Actual Costs         | Per Hour                             |
| Re-Submittal   | \$ 200.00            | Per Application                      |
| Rezone   | \$ 350.00            | Per Application                      |
| Signs  | \$ 30.00             | Per Application - Include Fees Below |
| Wall and Window                                      |                      |                                      |
| Non-illuminated                                      | \$ 0.55              | Per Square Foot                      |
| Illuminated  | \$ 1.00              | Per Square Foot                      |
| Projecting   |                      |                                      |
| Non-illuminated                                      | \$ 2.00              | Per Square Foot                      |
| Illuminated  | \$ 2.50              | Per Square Foot                      |
| Ground/Monument                                      |                      |                                      |
| Non-illuminated                                      | \$ 2.50              | Per Square Foot                      |
| Illuminated  | \$ 5.50              | Per Square Foot                      |
| Changeable Message                                   |                      |                                      |
| Illuminated  | \$ 5.50              | Per Square Foot                      |
| Site Plan and Plan of Operation - Original           | \$ 500.00            | Per Application                      |
| Site Plan and Plan of Operation - Amendment          | \$ 250.00            | Per Application                      |
| Site Plan and Plan of Operation - Temporary          | \$ 125.00            | Per Application                      |
| Special Meeting                                      | \$ 600.00            | Per Application                      |
| <b>PLANNING &amp; ZONING - DOCUMENTS</b>             |                      |                                      |
| Comprehensive Land Use Plan Book                     | \$ 30.00             | Each                                 |
| Land Division & Development Control Ordinance        | \$ 15.00             | Each                                 |
| Zoning Code Book With Map                            | \$ 44.00             | Each                                 |
| Zoning Code Book Without Map                         | \$ 15.00             | Each                                 |
| Zoning Map   | \$ 29.00             | Each                                 |
| <b>ROCK CRUSHING, BLASTING &amp; QUARRYING</b>       |                      |                                      |
| Blasting   |                      |                                      |
| High Energy Blasting                                 | \$ 7,500.00          | Each Site                            |
| Building Stone (Black Powder) Blasting               | \$ 500.00            | Each Site                            |
| Crushing Fee   |                      |                                      |
| Permanent Crusher (<30 days)                         | \$ 1,000.00          | Each Site                            |
| Asphalt Batch Plant                                  | \$ 1,000.00          | Each Site                            |
| Concrete Batch Plant                                 | \$ 1,000.00          | Each Site                            |
| Gravel Pit   | \$ 500.00            | Each Site                            |
| Operating Fee  |                      |                                      |
| Limestone Quarry                                     | \$ 500.00            | Each Site                            |
| Temporary Permit                                     |                      |                                      |
| Blasting   | \$ 250.00            | Each Site                            |
| Crushing   | \$ 250.00            | Each Site                            |

## TOWN OF LISBON FEE SCHEDULE

Adopted: 2017-03-27; Revised: 2017-08-14; 2017-11-13; 2018-04-09; 2018-05-29; 2018-07-23; 2019-02-25

| TYPE OF FEE   | CURRENT FEE   | UNIT/DURATION                        |
|---|---------------|--------------------------------------|
| <b>BUILDING</b>   |               |                                      |
| Minimum Permit Fee  | \$ 60.00      | Each                                 |
| Single Family Home  | \$ 0.30       | Per Square Foot                      |
| Plan Review - Residential   | \$ 200.00     | Each                                 |
| Erosion Control   |               |                                      |
| Residential   | \$ 175.00     | Each Application                     |
| Misc. (i.e. Sheds & Additions)                                    | \$ 75.00      | Each Application                     |
| State Stamp   | \$ 45.00      | Each                                 |
| Driveway/Culvert  | \$ 250.00     | Each Application                     |
| Occupancy Permit - Residential                                    | \$ 60.00      | Each                                 |
| Commercial Construction   | \$ 0.30       | Per Square Foot                      |
| Plan Review - Commercial  | \$ 200.00     | Each                                 |
| Erosion Control - Commercial                                      | \$ 175.00     | Each                                 |
| Occupancy Permit - Commercial                                     | \$ 150.00     | Each                                 |
| Driveway/Culvert (All)  | \$ 250.00     | Each                                 |
| Minor Grading Permit  | \$ 200.00     | Each                                 |
| Additions/Alterations   | \$ 0.30       | Per Square Foot                      |
| Plan Review (add's)   | \$ 75.00      | Each Review                          |
| Fireplace   | \$ 60.00      | Each                                 |
| Early Start Permit  | \$ 200.00     | Each                                 |
| Special Inspections   | \$ 100.00     | Each                                 |
| Razing Permit   | \$ 75.00      | Each                                 |
| Minimum Permit Fee  | \$ 60.00      |                                      |
| Reinspection Fee  | \$ 60.00      | Each                                 |
| Decks (all)   | \$ 150.00     | Each Application                     |
| Detached Garage/ Shed   | \$40 + \$0.33 | Per Square Foot                      |
| Pools - In-Ground / Above Ground                                  | \$ 9.00       | Per \$1,000 Value; Each (Min. \$100) |
| Roofing / Siding / Fences   | \$ 9.00       | Per \$1,000 Value; Each (Min. \$100) |
| Permit Renewal (All Permits Pulled)                               | \$ 100.00     | Each Application for 1 Year          |
| Work without permit   | Double        | Regular Permit Fees                  |
| <b>ELECTRICAL</b>   |               |                                      |
| Minimum Permit Fee  | \$ 60.00      | Each                                 |
| Openings for all fixtures, all lamps, switches and receptacles    | \$ 1.20       | Each                                 |
| Ranges, including opening, outlet and receptacle                  | \$ 10.00      | Each                                 |
| Garbage disposal or Dishwasher                                    | \$ 10.00      | Each                                 |
| Automatic heating or cooling device                               | \$ 10.00      | Each                                 |
| Water Heater or clothes dryer                                     | \$ 10.00      | Each                                 |
| Rectifiers and transformers                                       | \$ 0.75       | Per KVA                              |
| Signs   | \$ 50.00      | Each                                 |
| X-ray, moving picture machinery, stereopticon, etc..              | \$ 50.00      | Each                                 |
| Wire ways, bus ways, under floor raceways or aux. Gutters         | \$ 60.00      | Per Linear Foot                      |
| Total capacity of service switches - 9 to 100 amps                | \$ 75.00      | Each                                 |
| Total capacity of service switches - 101 to 600 amps              | \$ 85.00      | Each                                 |
| Total capacity of service switches - 601 amps and over            | \$ 105.00     | Each                                 |
| Trenched wire or pipe   | \$ 45.00      | Per Linear Foot                      |
| Arc, mercury, search and floodlights                              | \$ 15.00      | Each                                 |
| Feeder or sub-feeder changes                                      | \$ 40.00      | Each                                 |
| Dimmers   | \$ 7.00       | Each                                 |
| Temporary permits or Generators                                   | \$ 65.00      | Each                                 |
| Service Upgrade or Repair   | \$ 80.00      | Each                                 |
| Space heating device  | \$ 6.50       | Each                                 |
| Tubular lamps such as fluorescent, or mercury vapor               | \$ 0.50       | Per Tube                             |
| Amp outlet 30 amp or more   | \$ 10.00      | Each                                 |
| Whirlpools, spas, In-ground or above ground pools                 | \$ 85.00      | Each                                 |
| Whirlpool baths   | \$ 60.00      | Each                                 |
| Well inside and/or outside work                                   | \$ 15.00      | Each                                 |
| GFI's   | \$ 8.00       | Each                                 |
| Fuel dispensing pumps   | \$ 100.00     | Each                                 |
| Fire alarm devices  | \$ 6.50       | Each                                 |
| Bath fans and paddle fans   | \$ 6.00       | Each                                 |
| Overhauling of condemned work                                     | \$ 60.00      | Each                                 |
| Any work not listed   | \$ 70.00      | Each                                 |
| Work without permit   | Double        | Regular Permit Fees                  |
| <b>PLUMBING</b>   |               |                                      |
| Minimum Permit Fee  | \$ 60.00      | Each                                 |
| Fixtures  | \$ 12.00      | Each                                 |
| Outside Sewer - First 100 Feet                                    | \$ 65.00      | Each                                 |
| Outside Sewer - Each Additional 100 Feet                          | \$ 40.00      | Each                                 |
| Inside Sewer - First 100 Feet                                     | \$ 65.00      | Each                                 |
| <b>HVAC</b>   |               |                                      |
| Minimum Permit Fee  | \$ 60.00      | Each                                 |
| Add or Replacement Only   |               |                                      |
| Heating Units   | \$ 50.00      | Per Unit                             |
| A/C Units   | \$ 50.00      | Per Unit                             |
| New Additions/Alterations   |               |                                      |
| Conditioned Air (all floor levels incl. basements & crawl spaces) | \$ 0.08       | Per Square Foot                      |
| Fireplaces  | \$ 60.00      | Each                                 |
| Wood Burners  | \$ 60.00      | Each                                 |
| Commercial Projects   |               |                                      |
| Square Footage of all conditioned space                           | \$ 0.08       | Per Square Foot                      |
| Exhaust Unit - First  | \$ 60.00      | Each                                 |
| Exhaust Unit - Each Additional                                    | \$ 30.00      | Each                                 |
| Plan Review   | \$ 60.00      | Each                                 |
| Work without permit   | Double        | Normal Permit Fees                   |

## TOWN OF LISBON FEE SCHEDULE

Adopted: 2017-03-27; Revised: 2017-08-14; 2017-11-13; 2018-04-09; 2018-05-29; 2018-07-23; 2019-02-25

| TYPE OF FEE   | CURRENT FEE           | UNIT/DURATION   |
|---|-----------------------|---|
| <b>FIRE DEPARTMENT ADMINISTRATION</b>   |                       |   |
| Administration Fees   |                       |   |
| Work Without Permit   | Quadruple Normal Fees | Each Project  |
| Re-Inspection - Once  | \$ 150.00             | Each  |
| Re-inspection - More than Once  | Double Fees           | Each Re-Inspection  |
| Variance Requests   | \$ 100.00             | Each Code Section   |
| Occupancy Inspection  | \$ 125.00             | Each  |
| Plan Review Resubmittal   | \$ 100.00             | Each For All Systems  |
| Construction/Alteration & Occupancy Permit (PF-117)   |                       |   |
| Complete Submittal of State Approved Plans  | \$ 0.08               | Per Square Foot (Min \$100)                                 |
| Re-Inspection   | \$ 150.00             | Each  |
| Pre-Construction Meeting  | \$75                  | each, but Included in review fee for projects over 5,000 sf |
| Fire Alarm Permit (PF-217)  |                       |   |
| Plan Review Fee   | \$ 150.00             | Minimum; Each   |
| Fire Alarm & Detection System OR  | \$ 0.08               | Per Square Foot   |
| Audio/Visual Annunciation System  | \$ 200.00             | Per Plan w/Fire Marshall Approval Only                      |
| Acceptance Test   | \$ 150.00             | Each  |
| Re-Testing  | Double Fees           | Each  |
| Water Based Suppression System Permit (PF-317)  |                       |   |
| Plan Review Fee   | \$ 0.08               | Per Square Foot (Min. \$150)                                |
| Tests   |                       |   |
| Hydro   | \$ 150.00             | Each  |
| Air   | \$ 150.00             | Each  |
| Fire Pump   | \$ 150.00             | Each  |
| Re-Testing  | Double Fees           | Each  |
| Alternative Suppression System Permit (PF-417)  |                       |   |
| Plan Review Fee   | \$ 150.00             | Per Plan  |
| Acceptance Test   | \$ 150.00             | Per Test  |
| Re-Testing  | Double Fees           | Each  |
| Other Suppression Systems   | \$ 150.00             | Per Plan  |
| Kitchen Hood & Duct Permit (PF-417K)  |                       |   |
| Plan Review Fee   | \$ 150.00             | Each  |
| Acceptance Test   | \$ 75.00              | Each  |
| Re-Testing  | Double Fees           | Each  |
| Flammable Finishes Permit (PF-517)  | \$ 100.00             | Per System  |
| Plan Review Fee   | \$ 150.00             | Each  |
| Tests   | \$ 150.00             | Per Test  |
| Re-Testing  | Double Fees           | Each  |
| Tents Used for Public Assembly<br>& Amusement Park/Carnival Permit (PF-617)   | \$ 100.00             | Per Tent  |
| Amusement Parks or Carnivals (w/rides)  | \$ 150.00             | Per Site  |
| Bonfires & Vegetation Burns Permit (<4'x4'x4') (PF-717)   | \$ 100.00             | Per Site  |
| Hot Work and Demolition (PF-817)  |                       |   |
| Hot Work  | \$ 75.00              | Each Operation  |
| Demolition  | \$ 150.00             | Each Operation  |
| Miscellaneous Systems Review / Tests / Inspections  |                       |   |
| Fireworks Displays  | \$ 150.00             | Each  |
| Indoor/Outdoor Exhibits   | \$ 75.00              | Minimum   |
| Temporary Fuel Storage  | \$ 75.00              | Per Location  |
| Code or Education Plan Consulting and Review  | \$ 75.00              | Per Hour (2 Hour Minimum)                                   |
| <b>FIRE DEPARTMENT AMBULANCE</b>  |                       |   |
| BLS Non-Emergency Base Rate   |                       |   |
| Resident  | \$ 750.00             | Each  |
| Non-Resident (Non-Resident rates are reimbursed by virtually all-private insurance companies)   | \$ 850.00             | Each  |
| BLS Emergency Base Rate   |                       |   |
| Resident  | \$ 750.00             | Each  |
| Non-Resident (Non-Resident rates are reimbursed by virtually all-private insurance companies)   | \$ 850.00             | Each  |
| ALS1 Non-Emergency Rates - ALS1 Base Rate would be charged when it is medically necessary or an assessment by an advanced life support (ALS) provider is given and does one or more ALS interventions.  |                       |   |
| Resident  | \$ 950.00             | Each  |
| Non-Resident (Non-Resident rates are reimbursed by virtually all-private insurance companies)   | \$ 1,050.00           | Each  |
| ALS1 Emergency Rates - ALS1 Base Rate would be charged when it is medically necessary or an assessment by an advanced life support (ALS) provider is given and does one or more ALS interventions.  |                       |   |
| Resident  | \$ 950.00             | Each  |
| Non-Resident (Non-Resident rates are reimbursed by virtually all-private insurance companies)   | \$ 1,050.00           | Each  |
| ALS2 Base Rates - ALS2 Base Rate would be charged when it is medically necessary to administer at least three different medications by intravenous push/bolus or continuous infusion or provide one or more of the following ALS procedures: manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest compression, surgical airway, intraosseous line.  |                       |   |
| Resident  | \$ 1,050.00           | Each  |
| Non-Resident (Non-Resident rates are reimbursed by virtually all-private insurance companies)   | \$ 1,150.00           | Each  |
| BLS On-Scene Care - This is charged when your service responds to a call, provides treatment, and the patient refused transport and/or is simply not transported.   |                       |   |
| Resident  | \$ 350.00             | Each  |
| Non-Resident (Non-Resident rates are reimbursed by virtually all-private insurance companies)   | \$ 400.00             | Each  |
| ALS On-Scene Care - This is charged when your service responds to a call, provides treatment including an ALS assessment or at least one ALS intervention. The rate should be equal the ALS base rate because of the level of service given, example being, treating a diabetic who then does not require transport.  |                       |   |
| Resident  | \$ 675.00             | Each  |
| Non-Resident (Non-Resident rates are reimbursed by virtually all-private insurance companies)   | \$ 725.00             | Each  |
| SCT Base Rate - SCT Base Rate would be charged when it is medically necessary for a critically injured or ill patient to be transferred from one hospital to another hospital. The level of service being provided has to be beyond the scope of the paramedic. This is necessary when a beneficiary's condition requires ongoing care that must be provided by one or more health professionals in an appropriate specialty area, e.g., nursing, medical respiratory care, cardiovascular care, or a paramedic with additional training. |                       |   |
| Resident  | \$ 1,300.00           | Each  |
| Non-Resident (Non-Resident rates are reimbursed by virtually all-private insurance companies)   | \$ 1,400.00           | Each  |