



AMENDED: FRIDAY, NOVEMBER 22 @ 1:55PM

**Agenda
Town Board Meeting
Town of Lisbon, Town Hall
Monday, November 25, 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. November 11, 2019 Town Board minutes
 - ii. Operator's Licenses
 - iii. WE Energies Staging Area Rental Agreement
- 5. Approval of Bills.**
- 6. Announcements/Correspondence.**
 - Meeting Schedule
- 7. Department Reports - Presentation of activity statistics and recently attended meetings.**
 - Administrator
 - Clerk
- 8. Supervisor's Reports -** This is an opportunity for Supervisors to report on respective Committees, Commissions, and Boards of which they serve as a member. Matters require no action or approval.
- 9. Unfinished Business.**
- 10. New Business.**
 - A. Discussion and necessary action on Legal Representation and Fee Agreement with Dietrich VanderWall, S.C.
 - B. Discussion and necessary action on short-term rentals to refer to the Plan Commission for further discussion.

- C. Discussion and necessary action the recommendations from the Plan Commission for the following:
1. Ordinance 22-19, Ordinance Amending the 2035 Comprehensive Development Plan for the Town of Lisbon, for the request of Jim Forester for the property owned by Riteway Bus LLC, for the property located at N95W23759 County Line Road, LSBT 0150.997, and recommendation to Waukesha County of the same.
 2. Ordinance 20-19, An Ordinance Amending Chapter 11, Section 28 of the Town Zoning Code Related to the B-P Industrial/Business Park Special Use Zoning District and recommendation to Waukesha County of the same.
 3. Ordinance 18-19, An Ordinance Re-Adopting Ordinance 01-18 Related to Planned Unit Developments as an Overlay District and recommendation to Waukesha County of the same.
 4. Request from Neumann Companies, Preserve at Harvest Ridge, LLC for the property located at LSBT 0264.998.002, for the following items:
 - a. Resolution 18-19, Resolution to Approve the Specific Development Plan for the Preserve at Harvest Ridge, LLC, and for the Property Located North of Lisbon Road (CTH K) and South of Ainsworth Road, LSBT 0264.998.002.
 - b. Developer's Agreement, subject to final Attorney review and approval relating to verbiage regarding the phasing of the development.
- D. Discussion and necessary action to approve the 2020 Town of Lisbon Budget as adopted by the electors on Wednesday, November 13, 2019 with a levy amount not to exceed \$4,253,507.
- E. Discussion and necessary action on Town Hall staffing.
- 11. Discussion and necessary action to enter into Closed Session pursuant to Wisconsin Statute 19.85(1)(g),** conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, more specifically the Lisbon-Merton Cooperative Boundary Agreement and the existing Boundary Stipulation and Intergovernmental Cooperation Agreement between the Town of Lisbon and Village of Sussex.
- 12. Discussion and necessary action to reconvene into Open Session for possible action on Closed Session deliberations.**
- 13. 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, November 21, 2019

RECOMMENDATION:

Approval of the Consent Agenda items.

EXPLANATION:

i. Town Board Meeting Minutes.

- November 11, 2019 Town Board minutes

ii. Operators Licenses

- Jonathan Douglas Baltz, County Line Liquor
- Mitchell Schnulle, Fairways of Woodside

iii. WE Energies Staging Area Rental Agreement.

- This agreement with WE Energies is for a contractor who will be doing work for WE Energies in Woodland Oaks Subdivision and allows them to use the Woodland Oaks parking lot to store a trailer, truck and some supplies, throughout the winter. This agreement also states the Town isn't liable for any damage or theft to their equipment or supplies stored on site. If any damage is done to the parking lot, We Energies is responsible for those repairs.

I recommend approval of all of the Consent Agenda items.

**Minutes of the Town Board Meeting
Town of Lisbon, Town Hall
November 11, 2019
6:30 p.m.**

Chairman Osterman called the Town Board meeting to order at 6:37 PM.

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

Comments from citizens present. None.

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. October 28, 2019 Town Board minutes
- ii. Kwik Trip Three-Lot Combination Certified Survey Map

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

Approval of Bills.

Motion by Supervisor Moonen to approve the November 11, 2019 check register as presented. Seconded by Supervisor Plotecher. Motion carried, 4-0.

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 – Administrator Gresch reviewed the monthly ACH autopay report. Baker Tilly was in last week conducting their preliminary audit work and was impressed by how many positive changes we've made during the year in response to their audit management letter. They will be back in February for the final audit, which will be ready by the April Annual meeting.

Building Inspector – In 2019 we have had 627 permits pulled, the same as the total of 2018. There were 27 new home permits pulled from August thru November.

Public Works Department – Public Works Director Joe DeStefano reviewed staff projects for the month of October including plowing on Halloween, preventative maintenance on equipment, attaching salters, plows and wings and applying rust preventative to all plow truck chassis. He explained the crew ran dry plow routes before the snow which helped his staff do a great job when the time came to plow snow. He also explained they did some ditch work around Hickory Road. The DPW are being more conservative with the salt at this point in the year as they do not want to run out later in the year when salt is harder to come by. They are focusing more on hills, intersections and curves at this point.

Supervisor's Reports.

Unfinished Business.

New Business.

Discussion and introduction of the updated Town of Lisbon Job Descriptions and Employee

Handbook.

Administrator Gresch explained the draft handbook is included in their packet with a red line version as well as a "clean" version. She explained some of the changes that were made including making a separate benefits manual which Horton Group has been helping with. She asked that if the board had questions to contact her. She also explained that the job descriptions were reviewed by staff and is looking to have those approved at the December meeting along with the handbook.

Discussion and necessary action to enter into Closed Session pursuant to Wisconsin Statute 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically to review the Administrator's performance. **Continuing Closed Session pursuant to Wisconsin Statute 19.85(1)(e)**, deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically, to discuss terms of an agreement and negotiations with the Briohn Corporation involving the possible sale of a portion of Town lands (formerly the Lied's property). **Continuing Closed Session pursuant to Wisconsin Statute 19.85(1)(g)**, conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, more specifically the Lisbon-Merton Cooperative Boundary Agreement and the existing Boundary Stipulation and Intergovernmental Cooperation Agreement between the Town of Lisbon and Village of Sussex.

Motion by Supervisor Gamiño to convene into Closed Session pursuant to Wisconsin Statutes. Seconded by Supervisor Moonen, motion carried by roll call vote.

ROLL CALL VOTE:

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

Motion carried, 4-0. Town Board convened into Closed Session at 6:51 PM.

Motion by Supervisor to suspend Closed Session for possible action on Closed Session deliberations. Seconded by Supervisor.

ROLL CALL VOTE:

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

Motion carried, 4-0. The Town Board reconvened into Open Session at 7:34 PM.

New Business (cont'd...)

Discussion and necessary action on the Administrator's Employment Agreement.

Motion by Chairman Osterman to approve the Administrator's Employment Agreement. Seconded by Supervisor Moonen. Motion carried, 4-0.

Discussion and necessary action to increase the Deputy Clerk-Finance position's wages.

Motion by Chairman Osterman to approve the increase to \$21.15 per hour effective 1-1-2020 for the Deputy Clerk-Finance position's wages and forgo the 2% increase. Seconded by Supervisor Moonen. Motion carried, 4-0.

Discussion and necessary action to increase the Public Works Director position's wages.

Motion by Supervisor Moonen to approve the increase to \$75,747 per year effective 1-1-2020 for the Public Works Director position's wages and forgo the 2% increase. Seconded by Supervisor Gamiño. Motion carried, 4-0.

Motion by Chairman Osterman to resume Closed Session pursuant to Wisconsin Statutes. Seconded by Supervisor Moonen, motion carried by roll call vote.

ROLL CALL VOTE:

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

Motion carried, 4-0. Town Board convened into Closed Session at 7:38 PM.

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

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

ROLL CALL VOTE:

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

Motion carried, 4-0. The Town Board reconvened into Open Session at 8:18 PM.

Motion by Chairman Osterman to authorize the Town Attorney to file litigation to enforce the judgement approving the boundary agreement with the Village of Sussex. Seconded by Supervisor Moonen. Motion carried, 4-0.

Motion by Chairman Osterman to authorize the Town Chair and Clerk to sign and date November 5, 2019 Letter of Intent with Briohn Building Corporation. Seconded by Supervisor Moonen. Motion carried, 4-0.

Adjournment.

Motion by Supervisor Gamiño to adjourn the Monday, November 11, 2019 Town Board of Supervisors meeting at 8:20 PM. Seconded by Supervisor Plotecher. Motion carried, 4-0.

Respectfully submitted,

Dan Green, WCMC/CMC
Town Clerk



We Energies
500 S. 116th St.
West Allis, WI 53214-1000
www.we-energies.com

008

STAGING AREA RENTAL AGREEMENT

This agreement, made this 31st day of October, 2019, by and between **the Town of Lisbon**, hereinafter referred to as "Lessor" and **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Lessee,"

WITNESSETH:

That Lessor does hereby lease to Lessee a portion of Lessor's land and access thereto for a staging area. The staging area is one (1) side of the Lisbon Oaks Park, parking lot, being part of the Northwest $\frac{1}{4}$ of Section 20, Township 8 North, Range 20 East, in the Town of Lisbon, Waukesha County, Wisconsin.

1. The term of this lease shall commence on or around October 30, 2019 and run month to month thereafter, tentatively through February 7th, 2020. Lessee shall yield and pay a rental of **\$0 per month**.
2. Lessee shall, on or before the effective date of such termination, completely remove from the premises all of its personal property owned or placed thereon.
3. The premises shall be used by Lessee for storage of materials, equipment and trucks and will not interfere with Lessor's normal operations.
4. Lessee shall provide such security measures as it deems necessary to protect its equipment or materials stored thereon.
5. Lessee shall, in the use and occupancy of the premises, comply with all laws, ordinances, rules and regulations of the Town of Lisbon, Waukesha County, and other governmental bodies having jurisdiction, over the operation of Lessee's or Lessor's business or occupation of the premises.
6. It is understood that during the time said materials and equipment are stored on Lessor's premises, Lessee will indemnify and save Lessor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of Lessee's use of said premises and Lessee will be responsible for any damage to the premises and Lessor's other personal property located on said premises arising out of Lessee's use of said premises; excepting, however, any claims or actions arising out of negligence or willful acts on the part of Lessor, its agents and invitees.

IN WITNESS WHEREOF the parties hereto have caused this lease agreement to be executed on the date and year first above written.

In Presence of:

Lessor

By: _____

(Print name and title): _____

By _____

(Print name and title): _____

**WISCONSIN ELECTRIC POWER COMPANY, a
Wisconsin corporation doing business as We
Energies**

Lessee

By: Mari Nault
Mari Nault, Right of Way Agent



Statement of Self-Insurance

We Energies (Wisconsin Electric Power Company and/or Wisconsin Gas LLC) does not purchase general liability, automobile liability, or workers compensation insurance at the primary level.

Liability: Excess general liability insurance, which includes automobile liability, is in effect with substantial limits over a self-insured retention. This coverage provides a sufficient amount to cover any damages to the parking lot that may be caused by We Energies or its contractor's equipment related to this storage area agreement with the Town of Lisbon.

Workers Compensation: The We Energies companies are qualified self-insurers for workers compensation in the states in which they operate.

This certificate is furnished as evidence of the We Energies insurance program coverage regarding the Storage Area Rental with the Town of Lisbon. It is furnished as a matter of information only. Should the information provided in this certificate change for any reason, We Energies is under no obligation to inform the certificate holder and hereby assumes no obligation or liability of any kind as a result.

Issued to:

Town of Lisbon
W234N8676 Woodside Rd
Lisbon, WI 53089

Effective Date:

October 31, 2019 – February 7, 2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ADVANCED DISPOSAL SERVICES						
13	ADVANCED DISPOSAL SERVIC	OCT 2019	GARBAGE & RECYC COLLECTION	10/31/2019	67,210.44	10-546-530-4810 CONTRACT SVCS - REFUSE COLLECT
Total ADVANCED DISPOSAL SERVICES:					67,210.44	
BEAR GRAPHICS INC.						
95	BEAR GRAPHICS INC.	834285	AB ENVELOPES OUTSIDE	10/31/2019	295.98	10-513-530-3100 SUPPLIES - ELECTION
95	BEAR GRAPHICS INC.	834286	AB ENVELOPES INSIDE	10/31/2019	741.52	10-513-530-3100 SUPPLIES - ELECTION
Total BEAR GRAPHICS INC.:					1,037.50	
BUELOW VETTER BUIKEMA OLSON &						
145	BUELOW VETTER BUIKEMA OL	NOV 2019	LABOR ATTY - HANDBK & JOB DESCR	11/15/2019	1,198.50	10-518-530-4110 LEGAL FEES - GEN GOV'T
Total BUELOW VETTER BUIKEMA OLSON &:					1,198.50	
CANON FINANCIAL SERVICES INC						
157	CANON FINANCIAL SERVICES I	20778463	TOWN HALL COPIER CONTRACT	11/12/2019	301.65	10-518-530-4000 EQUIPMENT LEASES - GEN GOV'T
Total CANON FINANCIAL SERVICES INC:					301.65	
COMPASS MINERALS AMERICA						
194	COMPASS MINERALS AMERICA	526210	68.39 TONS OF ROAD DELIVERED	11/07/2019	5,065.65	10-542-530-3530 SALT - HIGHWAY
Total COMPASS MINERALS AMERICA:					5,065.65	
CRAMER MULTHAUF & HAMMES LLP						
212	CRAMER MULTHAUF & HAMME	10	TID #1 LEGAL WORK	10/31/2019	2,587.50	65-561-530-2100 TID #1 - ATTORNEY
212	CRAMER MULTHAUF & HAMME	INV 2	BATZLER LITIGATION	10/31/2019	1,361.25	10-518-530-4110 LEGAL FEES - GEN GOV'T
Total CRAMER MULTHAUF & HAMMES LLP:					3,948.75	
FACTORY MOTOR PARTS						
2628	FACTORY MOTOR PARTS	13-1536867	WINTER WIPER BLADES - ALL TRKS	11/12/2019	90.72	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
2628	FACTORY MOTOR PARTS	160-044075	WIPERS & DIESEL CONDITIONER	11/12/2019	30.30	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
Total FACTORY MOTOR PARTS:					121.02	
FALLS AUTO PARTS & SUPPLIES						
307	FALLS AUTO PARTS & SUPPLIE	591135	FILTERS TRUCK#5	11/07/2019	178.33	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
307	FALLS AUTO PARTS & SUPPLIE	591157	DISC PAD - MILW TOOL	11/08/2019	42.73	10-552-530-5410 EQUIP MAINTENANCE - PARKS
307	FALLS AUTO PARTS & SUPPLIE	591176	AIR FILTER - GATOR 825I	11/08/2019	20.04	10-552-530-5410 EQUIP MAINTENANCE - PARKS
307	FALLS AUTO PARTS & SUPPLIE	591368	RV ANTI FREEZE 2661	11/12/2019	11.54	10-522-530-5410 EQUIPMENT MAINTENANCE - FD
307	FALLS AUTO PARTS & SUPPLIE	591369	FILTERS - TRK#7	11/12/2019	123.25	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
307	FALLS AUTO PARTS & SUPPLIE	591439	COMPOUND RUB FOR TRKS	11/13/2019	26.55	10-552-530-5500 VEHICLE MAINTENANCE - PARKS
307	FALLS AUTO PARTS & SUPPLIE	591536	FILTERS - TRK#1 & #6	11/15/2019	143.42	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
Total FALLS AUTO PARTS & SUPPLIES:					545.86	
FROEDTERT HEALTH INC.						
343	FROEDTERT HEALTH INC.	00005777-00	PRE EE DRUG SCREEN - WILICHOWS	10/31/2019	45.00	10-533-530-4450 DRUG/ALCOHOL TESTING - HIGHWAY
Total FROEDTERT HEALTH INC.:					45.00	
GENERAL COMMUNICATIONS INC						
366	GENERAL COMMUNICATIONS I	276211	2WY ANTENNAS TRACTOR & DUMP T	11/13/2019	28.28	10-552-530-5500 VEHICLE MAINTENANCE - PARKS
Total GENERAL COMMUNICATIONS INC:					28.28	
GEO-SYNTHETICS SYSTEMS LLC						
371	GEO-SYNTHETICS SYSTEMS L	IV-49919	WOODEN STAKES PLOW ROUTE MAR	10/29/2019	100.50	10-533-530-3100 SUPPLIES - HIGHWAY
Total GEO-SYNTHETICS SYSTEMS LLC:					100.50	
GROTA APPRAISALS LLC						
405	GROTA APPRAISALS LLC	NOV 2019	ANNUAL ASSESSMENT WORK - NOV	11/15/2019	2,675.00	10-515-530-4400 CONTRACTED SERVICES - ASSESSOR
Total GROTA APPRAISALS LLC:					2,675.00	
HAMILTON SCHOOL DISTRICT						
413	HAMILTON SCHOOL DISTRICT	103119	OCT MOBILE HOME PARKING FEES	10/31/2019	4,341.62	10-200-250-4620 MOBILE HOME DUE TO HAMILTON
Total HAMILTON SCHOOL DISTRICT:					4,341.62	
ITU ABSORB TECH INC.						
469	ITU ABSORB TECH INC.	7356068	MATS & RUGS TOWN HALL	11/11/2019	72.10	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total ITU ABSORB TECH INC.:					72.10	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
JANE STADLER						
863	JANE STADLER	NOV 2019	NOV PLAN COMMISSION MTG	11/14/2019	25.00	10-563-510-1100 SALARIES - PC
Total JANE STADLER:					25.00	
JOHN GREITEN						
400	JOHN GREITEN	REIMB NOV 20	WPRA CONFERENCE REIMB	11/12/2019	264.82	10-552-530-7700 EDUCATION - PARKS
Total JOHN GREITEN:					264.82	
JOURNAL SENTINEL INC.						
541	JOURNAL SENTINEL INC.	2920645	PUBLISH LEGAL NOTICES - OCT	10/31/2019	436.54	10-518-530-3600 LEGAL NOTICES PUBLICATIONS
Total JOURNAL SENTINEL INC.:					436.54	
KERSHEK LAW OFFICES						
509	KERSHEK LAW OFFICES	11/19 18590	Prosecutorial Services	11/07/2019	750.00	10-518-530-4120 LEGAL FEES - MUNICIPAL COURT
509	KERSHEK LAW OFFICES	11/19 18606	Prosecutorial Services - Williams Appeal	11/07/2019	31.50	10-518-530-4120 LEGAL FEES - MUNICIPAL COURT
Total KERSHEK LAW OFFICES:					781.50	
MENARDS -- PEWAUKEE						
607	MENARDS -- PEWAUKEE	54037	ELECTRICAL SUPPLIES - LED FIXTUR	10/28/2019	208.45	10-533-530-5200 BUILDING MAINTENANCE - HIGHWAY
Total MENARDS -- PEWAUKEE:					208.45	
MOTION AND CONTROL ENTERPRISES LLC						
787	MOTION AND CONTROL ENTER	X99154-001	HOSE & FITTINGS FOR STOCK	11/05/2019	177.03	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
787	MOTION AND CONTROL ENTER	X99154-002	FITTINGS TRUCK#17	11/05/2019	105.26	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
787	MOTION AND CONTROL ENTER	X99154-003	FITTINGS FOR STOCK	11/13/2019	124.42	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
787	MOTION AND CONTROL ENTER	Y01214-001	FITTINGS FOR STOCK	11/13/2019	160.37	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total MOTION AND CONTROL ENTERPRISES LLC:					567.08	
ONE CLICK COMPUTERS						
693	ONE CLICK COMPUTERS	98497	ADMIN & CLERK HEADSETS	11/11/2019	698.00	10-516-530-3100 OFFICE SUPPLIES - TOWN HALL
Total ONE CLICK COMPUTERS:					698.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
OSI ENVIRONMENTAL INC.						
699	OSI ENVIRONMENTAL INC.	1048115	RECYCLED OIL FILTERS	11/27/2019	45.00	10-546-530-7870 RECYCLING - OIL/ANTFZ/FILTERS
Total OSI ENVIRONMENTAL INC.:					45.00	
POMP'S TIRE SERVICE INC						
738	POMP'S TIRE SERVICE INC	60194404	6 NEW TIRES INSTALLED TRK#1	10/30/2019	2,832.00	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
738	POMP'S TIRE SERVICE INC	60194550	USED TIRES TRK#1 TO TRK#7 LABOR	10/30/2019	348.00	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
Total POMP'S TIRE SERVICE INC:					3,180.00	
PRAXAIR DISTRIBUTION, INC						
2589	PRAXAIR DISTRIBUTION, INC	92705379	OXYGEN - FD	10/26/2019	181.86	10-523-530-3850 OXYGEN - AMBO
Total PRAXAIR DISTRIBUTION, INC:					181.86	
REGISTRATION FEE TRUST						
774	REGISTRATION FEE TRUST	10/2019	REGISTRATION LADDER TRK 2671	11/21/2019	394.75	10-522-530-4400 CONTRACTED SERVICES - FD
Total REGISTRATION FEE TRUST:					394.75	
RIES GRAPHICS LTD						
2639	RIES GRAPHICS LTD	108510	POLL PLACE MOVING MAILER & PRIN	10/25/2019	341.16	10-513-530-3100 SUPPLIES - ELECTION
Total RIES GRAPHICS LTD:					341.16	
SAM DESTEFANO						
2636	SAM DESTEFANO	RS029285438	DISCOUNT TOOLS REIMBURSEMT	10/28/2019	29.41	10-533-530-3150 SHOP TOOLS - HIGHWAY
Total SAM DESTEFANO:					29.41	
SERVICE SANITATION WISCONSIN, INC						
2576	SERVICE SANITATION WISCON	7849376	PORTABLE RESTROOM - COMPOST S	11/15/2019	80.00	35-561-530-4400 CONTRACTED SVCS - GRINDER
Total SERVICE SANITATION WISCONSIN, INC:					80.00	
SHAWN'S DEER PICK UP						
837	SHAWN'S DEER PICK UP	OCT 2019	DEER REMOVAL - YENTL, ZENA, ART	10/31/2019	208.00	10-533-530-4400 CONTRACTED SERVICES - HIGHWAY

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total SHAWN'S DEER PICK UP:					208.00	
SHERWIN INDUSTRIES INC.						
839	SHERWIN INDUSTRIES INC.	SC044022	.76 TONS COLD PATCH POT HOLES	11/12/2019	83.60	10-533-530-3570 IN-HOUSE PAVING - HIGHWAY
Total SHERWIN INDUSTRIES INC.:					83.60	
STARK ASPHALT						
866	STARK ASPHALT	50048140	DRVWY ASPHLT - INDIANHEAD DR	10/31/2019	592.32	90-533-530-6700 ASPHALT / CONCRETE - SW
Total STARK ASPHALT:					592.32	
STICKYBOYZ LLC						
877	STICKYBOYZ LLC	7792	LISBON LOGO CLOTHING	09/17/2019	117.50	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
877	STICKYBOYZ LLC	7952	SHIRTS- PARK COMMITTEE MEM & DI	11/13/2019	69.50	10-552-530-3140 GENERAL OPERATING SUP - PARKS
877	STICKYBOYZ LLC	7954	SAFETY CLOTHING FOR EE	11/13/2019	255.65	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
877	STICKYBOYZ LLC	7954	REFLECTIVE STRIPING FOR TRK BX	11/13/2019	147.50	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
877	STICKYBOYZ LLC	7955	3 SWEATSHIRTS FOR STAFF	11/13/2019	90.00	10-552-530-3140 GENERAL OPERATING SUP - PARKS
Total STICKYBOYZ LLC:					680.15	
SUPPLY ZONE						
889	SUPPLY ZONE	1293	PAPER TOWEL, TOILET PAPER	11/05/2019	128.64	10-533-530-3100 SUPPLIES - HIGHWAY
889	SUPPLY ZONE	1298	FORKS FOR LUNCH RM	11/12/2019	25.95	10-533-530-3100 SUPPLIES - HIGHWAY
Total SUPPLY ZONE:					154.59	
SUSSEX ACE HARDWARE						
7	SUSSEX ACE HARDWARE	188967	CLEANING SUPPLIES	11/06/2019	3.59	10-522-530-3100 SUPPLIES - FD
7	SUSSEX ACE HARDWARE	189052	BLEACH	11/12/2019	2.19	10-522-530-3100 SUPPLIES - FD
7	SUSSEX ACE HARDWARE	189076	ANTI FREEZE CANS	11/13/2019	5.38	10-522-530-3100 SUPPLIES - FD
7	SUSSEX ACE HARDWARE	189172	FLEX SEAL, ACE BAG	11/19/2019	25.18	10-522-530-3100 SUPPLIES - FD
7	SUSSEX ACE HARDWARE	BAL 2019	MISSING INV & BAL RESOLUTION	11/21/2019	39.57	10-522-530-3700 GAS/OIL/GREASE - FD
7	SUSSEX ACE HARDWARE	BAL 2019	MISSING INVOICES	11/21/2019	39.57	10-522-530-5410 EQUIPMENT MAINTENANCE - FD
Total SUSSEX ACE HARDWARE:					115.48	
ULINE SHIPPING SUPPLY						
2346	ULINE SHIPPING SUPPLY	112648880	STORAGE SHELVING FD	09/24/2019	783.53	10-522-530-5410 EQUIPMENT MAINTENANCE - FD

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
2346	ULINE SHIPPING SUPPLY	112648880	STORAGE SHELVING TOWN	09/24/2019	783.53	10-516-530-3100 OFFICE SUPPLIES - TOWN HALL
2346	ULINE SHIPPING SUPPLY	113881935	TWISTED ROPE & TUFF LINERS	10/31/2019	567.55	10-552-530-3140 GENERAL OPERATING SUP - PARKS
Total ULINE SHIPPING SUPPLY:					2,134.61	
UNIFIRST CORPORATION						
2349	UNIFIRST CORPORATION	096 1098937	DPW UNIFORMS & MATS	11/04/2019	132.70	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
2349	UNIFIRST CORPORATION	096 1100101	DPW UNIFORMS & MATS	11/11/2019	77.95	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
2349	UNIFIRST CORPORATION	096 1101185	DPW UNIFORMS & MATS	11/18/2019	76.85	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
Total UNIFIRST CORPORATION:					287.50	
VIERBICHER ASSOCIATES INC						
2374	VIERBICHER ASSOCIATES INC	00010	NEUMANN PRSV HRVST RDG RVW	11/15/2019	1,115.00	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00010	KWIK TRIP REBUILD SPPO	11/15/2019	337.75	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00010	GROSS CSM	11/15/2019	677.50	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00010	CTH Q/NORTH RD RVW	11/15/2019	758.75	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00010	PARKING LOT MAINT SPPO	11/15/2019	205.00	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00010	OCT PC MTG	11/15/2019	750.00	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00010	OCT TB MTG	11/15/2019	372.00	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00010	LISBON SUSSEX JPC OCT MTG	11/15/2019	242.60	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00010	GENERAL PLAN ASSISTANCE	11/15/2019	1,618.75	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00010	SHORT TERM RENTAL RSRCH	11/15/2019	949.00	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00010	SUSSEX ROW DTCHMT RVW	11/15/2019	915.00	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00010	INITIAL APPT - WALNUT RD CSM	11/15/2019	62.50	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00010	INITIAL APPT - THE BARRACKS	11/15/2019	62.50	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00010	INITIAL APPT - H&H CSM	11/15/2019	62.50	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00010	INITIAL APPT - CTH Q/NORTH RD	11/15/2019	62.50	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00010	INITIAL APPT - GROSS CSM	11/15/2019	62.50	10-563-530-4300 PLANNER - PC - NON-REIMB
Total VIERBICHER ASSOCIATES INC:					8,253.85	
VILLAGE OF SUSSEX						
2376	VILLAGE OF SUSSEX	4969	MONTHLY TICKET PROCESSING	11/05/2019	1,089.46	10-521-530-4410 TICKET PROCESSING - SUSSEX
Total VILLAGE OF SUSSEX:					1,089.46	
WAUKESHA COUNTY TREASURER						
2390	WAUKESHA COUNTY TREASUR	2019-00000115	DEC 2019 POLICE SERVICES	11/13/2019	58,970.88	10-521-530-4400 CONTRACTED SERVICES - WCSO

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total WAUKESHA COUNTY TREASURER:					58,970.88	
WCTC						
2411	WCTC	493362	TUITIONS & FEES - GRYSZKIEWICZ	10/24/2019	431.20	10-522-530-7700 EDUCATION - FD
2411	WCTC	S0701650	TUITIONS & FEES BAL	10/28/2019	90.00	10-522-530-7700 EDUCATION - FD
Total WCTC:					521.20	
Grand Totals:					167,017.08	

TOP 5 EXPENDITURES

Dated: _____	\$ 67,210.44	ADVANCED DISPOSAL SERVICES: OCT Collection Services
	\$ 58,970.88	WAUKESHA COUNTY TREASURER: DEC Police Services
Chairman: _____	\$ 8,253.85	VIERBICHER: General, CTH Q/North, Short Term Rental, Sussex ROW, Neumann Rvws, Mtgs
	\$ 5,065.65	COMPASS MINERALS AMERICA: 68.39 Tons Road Salt Delivered
	\$ 4,341.62	HAMILTON SCHOOL DISTRICT: OCT Mobile Home Parking Fees
Board Member #1: _____		
	NOTE	
Board Member #2: _____	\$ 1,734.40	THE MASTERS TOUCH: 2019 Tax Bill Postage
		Vendor sent us invoice late and would not process by CC or ACH.
		Ran check separately due to deadline.
Board Member #3: _____		
	\$ 167,017.08	Report TTL
Board Member #4: _____	\$ 1,734.40	CK per abv
	\$ 168,751.48	FINAL TTL

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

Report Criteria:
 Report type: GL detail
 Check.Type = {<>} "Adjustment"

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Seqnce	Description	Invoice GL Account	Invoice Amount	Check Amount
THE MASTERS TOUCH LLC									
11/13/2019	65679	2490	THE MASTERS TOUCH LLC	TAX 2019	1	TAX BILL POSTAGE 2019	10-514-530-4400	1,734.40	1,734.40
Total THE MASTERS TOUCH LLC:									1,734.40
Grand Totals:									1,734.40

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-200-210-1000	.00	1,734.40-	1,734.40-
10-514-530-4400	1,734.40	.00	1,734.40
Grand Totals:	1,734.40	1,734.40-	.00



Tuesday, November 19, 2019

Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures and elections from **November 28, 2019 through December 31, 2019** at the Town Hall, W234N8676 Woodside Road, unless indicated otherwise.

Thursday, November 28, 2019	OFFICES CLOSED – THANKSGIVING
Friday, November 29, 2019	OFFICES CLOSED - THANKSGIVING
Thursday, December 5, 2019	Lisbon/Merton JPC Meeting at 6:00 P.M. (Town Hall) Lisbon/Merton Border Agreement Public Hearing at 6:30 P.M. (Town Hall)
Monday, December 9, 2019	Supervisor's Office Hours at 6:00 P.M. followed by Town Board at 6:30 P.M.
Thursday, December 12, 2019	Plan Commission at 6:30 P.M.
Monday, December 16, 2019	Park Committee at 6:30 P.M. (Richard Jung Memorial Fire Station)
Wednesday, December 18, 2019	Department of Administration Public Hearing – Lannon/Lisbon Border Agreement @4:00 P.M. (Richard Jung Memorial Fire Station) Sanitary District Committee at 7:30 P.M.
Tuesday, December 24, 2019	OFFICES CLOSED – CHRISTMAS EVE
Wednesday, December 25, 2019	OFFICES CLOSED – CHRISTMAS DAY
Tuesday, December 31, 2019	OFFICES CLOSED – NEW YEARS EVE

Sincerely,

Dan Green, CMC/WCMC
Town of Lisbon Clerk

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



ADMINISTRATOR REPORT

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, November 21, 2019

UPDATE ON MONIES SAVED BY PAYING FUEL INVOICES BY ACH

Since starting to pay the EH Wolf fuel invoices by ACH, the Town has saved about \$500.

TREASURER WORKING WITH COUNTY ON CALCULATING TAX BILLS

Treasurer Buchman is working with Waukesha County on calculating the tax bills, balancing the garbage collection and storm water special charges lists. The tax bills should be going out during the second week of December, which is the same time frame they are sent every year. If you do not receive it by Friday, December 13, you can look it up online at <https://tax.waukeshacounty.gov/> or call the Town Hall and we can email you a PDF copy from Waukesha County's website. Speaking of garbage collection, the yearly fee increased by \$5, from \$233 to \$238.



TOWN CLERK REPORT

PREPARED BY: Dan Green, Town Clerk

REPORT DATE: Monday, November 25, 2019

Elections Update

The Town has worked with Ries Graphics out of Butler on a postcard mailing to all Ward 2 and 3 residents regarding the change in their polling location. The postcard also outlines where voters can register to vote and request absentee ballots, both via online and at Town Hall. We anticipate mailing these in mid-January, after the holiday "junk mail" has passed.

On the December agenda I will bring forward a list of poll workers for the approval of the Town Board to serve the 2020-2021 Election Cycle. I have received the Republican Party list of Election Officials and anticipating receiving the Democratic list soon.

On Wednesday, December 4th I will be taking our DS200 machines to Menomonee Falls for their modem replacements as well as all required updates. These needed to be replaced as Verizon will no longer be providing the service used for sending election results to the County.

Clerk Resignation:

I have given my notice to the Administrator as I have taken a job for the Town of Delafield. My last day will be on Monday, December 30, 2019. I would like to thank the Town Board and Town Staff for the opportunity to work in Lisbon. It will not be forgotten and I wish nothing but the best for the Town, its residents and the employees who work for it moving forward. The opportunity has provided me with a plethora of knowledge I would not have obtained anywhere else. I will continue to be a resource as much as I can to the staff moving forward and I hope to continue a good relationship with the Town as I move forward.

Thanks again for this great opportunity.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Legal Representation & Fee Agreement

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, November 21, 2019

RECOMMENDATION: Approve the Legal Representation & Fee Agreement with Dietrich VanderWall, S.C.

EXPLANATION

This is an agreement for legal representation specific to the Cooperative Plans with the Villages of Merton and Lannon.

I recommend approval.

LEGAL REPRESENTATION AND FEE AGREEMENT

The undersigned, TOWN OF LISBON (the "Client") retains the law firm of Dietrich VanderWaal, S.C. (referred to as "the Firm" in this Agreement) as its attorneys to represent it with respect to an Intergovernmental Cooperative Plan with the Village of Lannon and the Village of Merton.

It is understood and agreed that the undersigned is retaining the Firm, and the Firm is accepting such employment, on the following terms and conditions:

1. The undersigned will pay the Firm for the services performed fees based in part on the minimum hourly rates set forth below, in part on the minimum document drafting charges established by the Firm set forth below to the extent relevant to the transaction and in part by other relevant factors described in SCR 20:1.5 that governs the standards for reasonableness of attorneys' fees. The minimum fee which the Client agrees to pay the Firm for services rendered on an hourly basis will be based upon the following rate:

- \$275.00 per hour for services performed by partners of the Firm.
- \$200.00 per hour for services performed by associates of the Firm.

2. The Firm customarily increases hourly rates on an annual basis. The Firm will provide the Client with written notice of any increase in attorney hourly rates 30 days prior to the increase.

3. All services charged on an hourly basis will be charged by one-tenth hour units, with a minimum charge for any service, including telephone calls and receipt of correspondence, fax or e-mail of one-tenth hour.

4. In addition to professional fees, the undersigned will pay the Firm for necessary out-of-pocket costs including, but not limited to, photocopy/printing expenses at 25¢/page, fax expenses at \$1.00 per page, travel expenses (mileage at the current IRS rate), long distance telephone charges, filing fees and, if the matter involves litigation, service of process fees, witness fees, subpoena fees, filing and court fees, publication costs, deposition expenses and investigative expenses.

5. If the Client has not paid an advanced fee, the Client will be billed monthly for the professional services rendered and disbursements made on behalf of the Client. All such bills are due and payable upon receipt. If the Client fails to pay the Firm, the Firm may withdraw from the representation of the Client after the Client has been given a reasonable opportunity to bring the Client's account current.

6. The Client agrees that the Firm will levy a charge of interest at the rate of 1% per month (12% per year) on any balance unpaid 30 days after the statement date.

7. The Firm may withdraw from representing the Client if the Client fails to make timely payments or do not provide other forms of security satisfactory to the Firm for payment of their fees, if the Client misrepresents or fails to disclose material facts or if the Client fails to follow the Firm's advice.

8. This Agreement may be terminated by a majority vote of the Town Board or by the Firm, upon 30 days written notice to the other party hereto. The Client will be responsible for paying the Firm's services rendered and expenses incurred up to the time the Firm receives the Client's Notice. The Client also will be responsible for such reasonable services that are required after termination to transfer responsibility to the Client or the Client's new attorneys for the matters the Firm is then handling.

9. If the Firm withdraws, the Client remains liable for all fees, costs and expenses actually incurred under this agreement and will either make payment in full or offer other security acceptable to the Firm. The Firm will return the Client's files and documents to the Client but may retain copies of the file.

10. The Client acknowledges that the Firm has made no promises or guarantees to the Client.

11. The Firm is a Wisconsin Service Corporation organized under Sections 180.1901-180.1921, Wis. Stats., and a limited liability entity with the State Bar of Wisconsin. The laws governing the Firm limit the personal liability of the stockholders of the Firm for the acts or omissions of the other employees and stockholders of the Firm. The Firm maintains not less than the minimum professional liability insurance to qualify as a limited liability organization.

12. The Firm retains client files for six (6) years after they are closed. After six (6) years, the Firm destroys legal files to ensure the privacy of client matters.

13. This agreement represents the entire fee arrangement the Client has with the Firm. Any mutually agreed-upon changes concerning this retainer agreement must be in writing to be effective and to avoid misunderstanding.

THIS IS A LEGAL, BINDING CONTRACT, WHICH THE CLIENT HAS READ AND THOROUGHLY UNDERSTANDS.

Dated this ____ day of _____, 2019.

TOWN OF LISBON

Joseph Osterman, Chairperson

ATTEST:

Dan Green, Clerk

APPROVED:

DIETRICH VANDERWAAL, S.C.

By: _____
Shane J. VanderWaal, Attorney at Law



MEMO:
SHORT TERM RENTAL UNITS

To: Chairperson Osterman
Town Plan Commission Members
Gina Gresch, Town Administrator

From: Daniel J. Lindstrom, AICP, Town Planner
Aaron Prichard, Planner

Subject: Policy Regarding Short Term Rental Units in the Town of Lisbon

Date: November 7, 2019

Introduction

In 2017, the State budget bill (also known as Act 59) created Wisconsin Statutes § 66.1014. The law was passed to set restrictions on how municipalities may treat short term rental units (i.e. Airbnb, VRBO, etc.). The law contains many provisions that affect how the Town can set policy toward short term rentals. The highlights of the law are below.

- "Right to Rent Provision": Seven-night rental or more in the State of Wisconsin.
- Anyone renting their home for seven days or more is required to register with the Department of Revenue for a license to collect sales tax, use tax, and room tax. The collector of these taxes is required by State Statute to forward the sales and use tax to the DOR and the room tax to the local municipality.
- Local municipalities and counties cannot limit the total number of days a person or entity can rent within a 365-day period to no fewer than 180 days (assuming seven-day minimum periods).
- All owners must obtain a license as a tourist rooming house from the Department of Agriculture, Trade, and Consumer Protection ("DATCP"). The license costs \$110 annually and allows the user to rent up to four units. As part of the licensing process, DATCP will send an inspector to the property to ensure it meets state health and safety requirements. The cost of the inspection is a \$300 one-time fee.
- Local municipalities cannot prohibit the rental of single-family homes for seven days or longer, but they could still (a) ban the rental of homes for less than seven days, and/or (b) allow municipalities to impose reasonable regulations on all rentals regardless of the rental period. Examples of such regulations are registration requirements are permits, fees, inspections or nuisance regulations, number of occupants based on bedrooms, parking inspections of the property, noise issues, or a 24-hour contact person.
- Properties located within a condo or homeowner's association can make restrictions to limit rentals to any amount of time and are exempt from the rule.

November 7, 2019

Page 2 of 4

BACKGROUND

Currently, the Town has eight property owners in the Town renting out a room or their entire house on a website (Airbnb, VRBO, Craigslist, etc). Most of these are for the rental of an overnight space and not for a typical bed and breakfast operation that also provides breakfast. A member of the public made Town Staff aware of one of these operations and staff conducted additional research to determine the number of rentals happening in the Town. This recent land use trend is becoming more permanent as more events continue to come to the surrounding market (Ryder Cup, Democratic National Convention, etc.).

Chapter 11 of the Town Ordinances (Zoning Code) contains an existing definition for “bed and breakfast establishment, also Tourist Home,” which reads:

An owner-occupied personal single-family residence often in a building with landmark or historically significant qualities and licensed as a bed and breakfast, where the owner-operator provides short term lodging of four (4) or fewer rooms for paying guests, and which offers breakfast as its only meal to overnight guests only.

The Town has several options with respect to a policy or ordinance for short term rental units.

- No action - allow owners to rent rooms or entire homes. If the Town opted for this approach, it would save the Town Plan Commission from monitor rentals and would save the Town on time and administrative costs. Allowing homeowners to rent their homes or rooms without Town oversight. Drawbacks for this action include losing a chance at additional revenue through a room tax and unforeseen negative externalities to neighborhoods due to lack of regulation.
- Amend the existing definition for “bed and breakfast establishment” to allow short term rentals. This action would require all short-term rentals to obtain a conditional use permit. One benefit of this process would include tighter regulation of short term rentals and clearly delineated conditions for operators to abide by when making their rental units available to the public. Conditional use permits would enable the Town to periodically inspect rental properties to ensure they meet all requirements laid out during the approval process. Drawbacks include more administrative work for the Town through permit reviews, approvals, and inspections. The Town would need to weigh whether having greater local control over the short term rental market is worth the increased cost required to administer the permits.
- Establish a separate short term permit and rental ordinance separate from the zoning code. This would allow for the rental of units for seven to 28 days if they meet an applicable prescribed set of minimum standards. The ordinance must articulate the licensing, application, fees, minimum standards, and other requirements that could provide structure and clarity to the Town’s policy regarding short term rentals. Since many users of AirBnB or VRBO often stay fewer than seven days, this would eliminate many people who would otherwise patronize short term rental establishments in the Town. The benefits of this approach includes more local control over the short term rental market and a clearer process for regulating it. Drawbacks include increasing regulations on private property rights for those that wish to rent units less than seven days.
- Authorize all short term rentals as part of a new Conditional Use Permit (“CUP”) in Certain Zoning Districts. Wis. Stats. § 66.1014 allows local governments to require a CUP for a short term rental as long as the CUP is not overly restrictive, resulting in a de facto prohibition on short term rentals in the Town. The CUP must be more administrative in nature and contain objective and reasonable standards. The CUP may not explicitly or implicitly make certain residential dwellings ineligible for a permit. This approach is useful because it would allow the Town to concentrate short term rentals in restricted areas while precluding rentals in whole other sections of the Town. Police and concerned neighbors could more effectively monitor rental activity in case of noise violations or other cases of disturbance. The requirement of a Conditional Use Permit also allows the Town to

hold operators to certain prescribed standards laid out during the approval process, ensuring there is some sense of order in terms of what the Town allows. Drawbacks include increasing regulations on private property rights for those that wish to rent units less than seven days.

- Establish a separate short term permit and rental ordinance Conditional Use Permit for rentals of six days or less. The Village of Fontana adopted separate ordinances for "Vacation Rental Homes" (no minimum stays), and "Tourist Rooming Houses" (minimum of 7 consecutive days). The Village requires a CUP for Vacation Rental Homes in certain zoning districts and has established regulations for both types of rentals by passing two separate ordinances. This approach is beneficial because it makes a distinction between locations accommodating visitors in Town for a weekend or a couple of days versus locations accommodating visitors who intend to stay longer (i.e. a commercial use vs residential use). These two types of visitors often use different amenities and behave differently as guests. Like the other options listed here, such an approach would require the Town to devote administrative time and money in the way of application reviews, approval meetings, and inspections. Drawbacks include increasing regulations on private property rights for those that wish to rent units less than seven days.

Listed Short Term Rentals

Tamarack Road:

Garden Retreat - In Law Suite

"Welcome to our in-law suite apartment featuring a full eat-in kitchen, living room, queen bed in large bedroom, walk in closet and full bathroom with walk-in shower".

TaxKey: LSBT0191053

Property Address: W227N8116 TAMARACK RD

Owner and Mailing Address:

PATRICK SINGER AND TAMMY SINGER

W227N8116 TAMARACK RD

LISBON WI 53089

https://www.airbnb.com/rooms/16598270?adults=1&source_impression_id=p3_1566850083_hVvmgy_ponlzV4Af9&s=RiX2C5lk

Pitching Wedge Court - "Fairest of the Fairways"

TaxKey: LSBT0188033

Property Address: N82W23588 PITCHING WEDGE CT

School Taxing District: Hamilton School District

Owner and Mailing Address:

JAMES FOTSCH AND BARBARA FOTSCH

N82W23588 PITCHING WEDGE CT

LISBON WI 53089

https://www.airbnb.com/rooms/36198938?adults=1&source_impression_id=p3_1566850063_XHVeGy_g56uixO%2Fbn&s=RiX2C5lk

Richmond Road:

TaxKey: LSBT0274999003

Property Address: N55W25707 RICHMOND RD

Owner and Mailing Address:

HAROLD BECKER AND ROSE BECKER

N55W25707 RICHMOND RD

LISBON WI 53089

https://www.airbnb.com/rooms/18748989?adults=1&check_in=2019-09-01&check_out=2019-09-04&source_impression_id=p3_1566847671_QSVon3_ku0DIO%2Bwrp&s=ksYJZD0R

Carlene Drive

Owner and Mailing Address:

DAWN RANGEL AND CHARLES RANGEL

W267N5386 CARLENE DR

PEWAUKEE WI 53072-1133

https://www.airbnb.com/rooms/38001116?adults=1&source_impression_id=p3_1566849818_I12AavD_QvGuKi11r&s=DQUYKpRB

Aberdine Drive:

TaxKey: LSBT0276048

Property Address: N48W25276 ABERDEEN DR

Owner and Mailing Address:

MATTHEW J MEHRING

N48W25276 ABERDEEN DR

PEWAUKEE WI 53072-1341

Whole 5000 sq home for \$1,250 per night.

https://www.airbnb.com/rooms/16724296?adults=1&source_impression_id=p3_1566850029_kngnJa0%2BWm3J1JnZ&s=m5a0JE00

Alta Vista Drive

TaxKey: LSBT0196015

Property Address: N74W22098 ALTA VISTA DR

Owner and Mailing Address:

GEORGE FIGARINO AND KAREN FIGARINO

N74W22098 ALTA VISTA DR

LISBON WI 53089

https://www.airbnb.com/rooms/37902892?adults=1&source_impression_id=p3_1566850304_Pn4Co8v_kiRZmqIrlq&s=3HA21NCU

Wrendale Court

TaxKey: LSBT0255065

Property Address: W255N5634 WRENDALE CT

Owner and Mailing Address:

JAMES J TOSHNER AND GERALYN R TOSHNER

W255N5634 WRENDALE CT

LISBON WI 53089

<https://www.vrbo.com/1043577?noDates=true>



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board
ITEM DESCRIPTION: Recommendations from Plan Commission
PREPARED BY: Gina C. Gresch, Administrator
REPORT DATE: Thursday, November 21, 2019
RECOMMENDATION: Approve Plan Commission Recommendations
<p>EXPLANATION</p> <p>Ordinance 22-19, Comprehensive Plan Amendment.</p> <p>This request is for an amendment to the Town's Comprehensive Plan from "Rural Density & Other Agricultural Lands" on various different parts of the parcel. The applicant is seeking to amend the parcel to Low-Density Residential in order to develop the property into a single-family residential subdivision and to match the existing land use of the subdivision immediately to the east of the site (Presidential Estates subdivision). This is the second step in the process. The next step is going through the Waukesha County process. Applications to amend the Comprehensive Development Plan are accepted throughout the year. However, all amendment requests are processed together annually by Waukesha County (commencing January 15 of each year). The amendment process itself can take approximately ten (10) to twelve (12) weeks. If the amendment is passed by Waukesha County, then a joint public hearing with Waukesha County and the Plan Commission will be held to rezone the property, which could occur around March/April 2020.</p> <p style="text-align: center;">*****</p> <p>Ordinance 20-19, An Ordinance Amending Chapter 11, Section 28 of the Town Zoning Code Related to the B-P Industrial/Business Park Special Use Zoning District.</p> <p>This ordinance was prepared by Attorney Hammes and redefines the Permitted Uses in this district. The track changes version is included so you can see the differences.</p> <p>I recommend approval and recommendation to Waukesha County of the same.</p> <p style="text-align: center;">*****</p> <p>Ordinance 18-19, An Ordinance Re-Adopting Ordinance 01-18 Related to Planned Unit Developments as an Overlay District.</p>

This was originally adopted in January 2018 but as it was going through Waukesha County's process, they found some discrepancies which have been addressed. Waukesha County requested we re-adopt original ordinance 01-18.

I recommend approval and recommendation to Waukesha County of the same.

Resolution 18-19, Resolution to Approve the Specific Development Plan for the Preserve at Harvest Ridge, LLC, and for the Property Located North of Lisbon Road (CTH K) and South of Ainsworth Road, LSBT 0264.998.002, for Neumann Companies, Preserve at Harvest Ridge.

Resolution 18-19 establishes the "Specific Development Plan" (SDP) states the following documents have been reviewed and approved by Town Planning and Engineering, Waukesha County and the Plan Commission. Civil Engineering Plans, Storm Water Management Plans, Landscape Plans and Declaration of Protective Covenants.

I recommend approval.

Developer's Agreement, subject to final Attorney review and approval relating to verbiage regarding the phasing of the development, for Neumann Companies, Preserve at Harvest Ridge.

The Developer's Agreement has been through numerous reviews and changes by the Town Attorney, Planner and Engineer. The content of the agreement is ready to be approved. There is one change to the format that needs to be made, relating to verbiage regarding the phasing of the development. Due to the weather, the developer was unable to install the first lift of pavement throughout the development. Instead the first lift was installed on the Parade of Home Lots, which is now Phase 1. The developer decided to work on the rest of the subdivision in phases, which needs to be reflected in the Developer's Agreement, which is the last part we are working on.

I recommend approval subject to final Attorney review and approval relating to verbiage regarding the phasing of the development.

STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

Ord. 22-19

**ORDINANCE AMENDING THE 2035 COMPREHENSIVE DEVELOPMENT PLAN
FOR THE TOWN OF LISBON**

WHEREAS, the Town of Lisbon held a joint public hearing with the Town Board on 14th day of November 2019 regarding the amendment to the Comprehensive Plan as required by §66.1001(4)(d), Wis. Stats; and,

WHEREAS, the purpose of the Public Hearing was to consider a request to change the use classification with respect to the following described Property (herein the "Property"):

Legal Description:

W1/2 NE1/4 SEC 2 T8N R19E :: EX VOL 732/570 DEEDS EX VOL 811/493 DEEDS EX VOL
811/495 DEEDS EX R110/203 EX HWY EX 4 FT STRIP EX CERT SURV 4373 DOC# 4063852

Tax Key No. LSBT 0150.997.

WHEREAS, the Plan Commission of the Town of Lisbon, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending that the Town of Lisbon Comprehensive Plan be modified so as to change the use classification on the Master Plan from Rural Density and Other Agricultural Lands to Low Density Residential Use.

NOW THEREFORE, THE TOWN BOARD OF THE TOWN OF LISBON DOES ORDAIN AS FOLLOWS:

SECTION 1. In accordance with the recommendation of the Plan Commission, the Town Board, by enactment of this Ordinance, amends the Town of Lisbon Comprehensive Plan by changing the use classification of a portion of the Property, as set forth on the Town Master Plan, from Rural Density and Other Agricultural Lands to Low Density Residential Use subject to Waukesha County approval.

SECTION 2. All ordinances or parts of this ordinance conflicting or contravening the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect upon passage by a majority of the members-elect of the Town Board and publication as required by law.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 25th day of November, 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

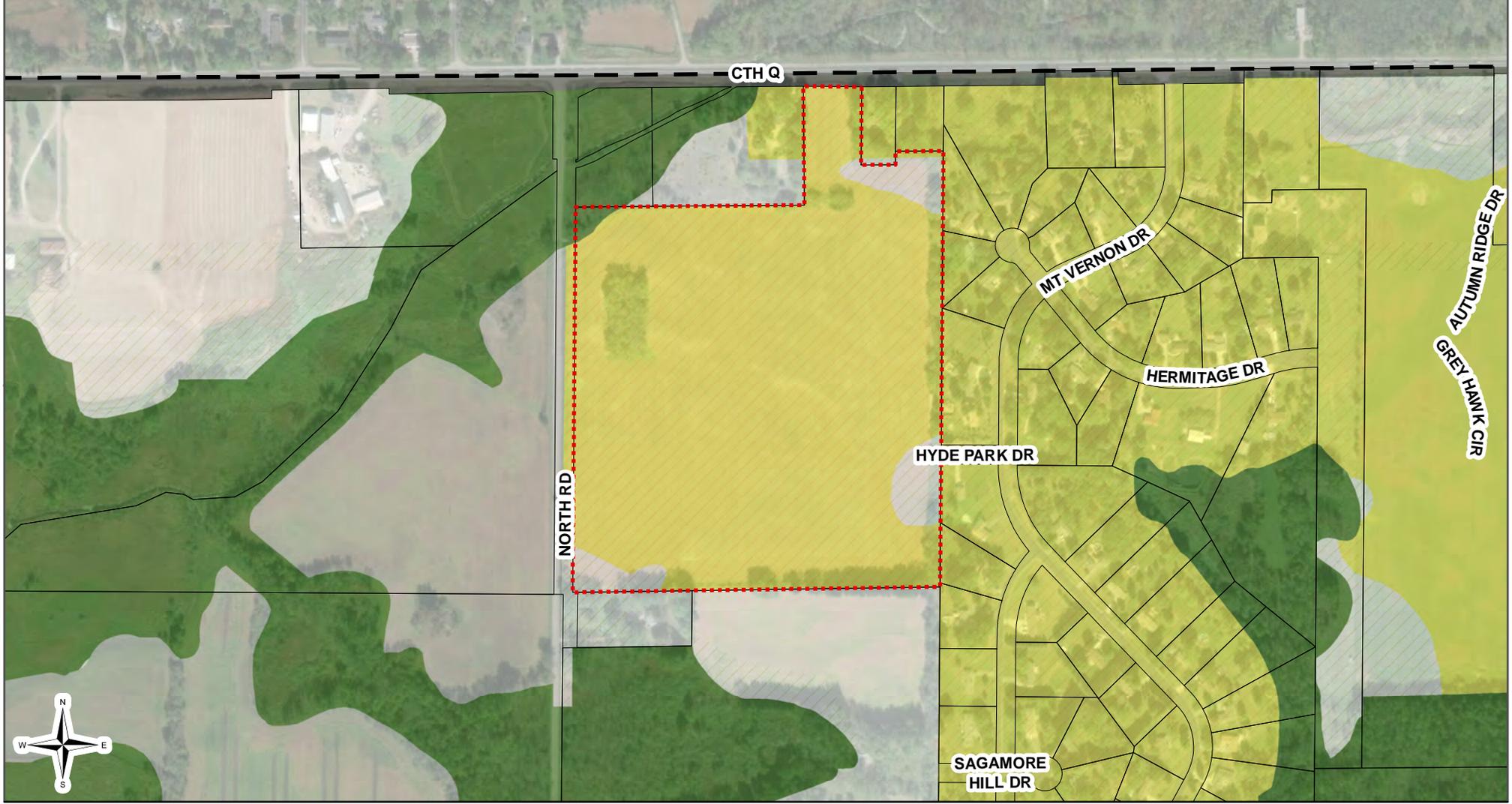
BY: _____
REBECCA PLOTECHER, Supervisor

ATTEST:

BY: _____
Dan Green, CMC/WCMC
Town Clerk



	High density residential; High density residential		Farmland Preservation		Isolated Natural Resource Area		Transportation, communication and utilities
	Medium density residential		Farmland Preservation w/PEC		Surface Water		Highway Rights of Way
	Low density residential		Other Open Lands to be Preserved		Governmental and institutional		Landfill
	Suburban density I residential		Recreational		Commercial and Office Park		Extractive
	Suburban density II residential		Primary Environmental Corridor		Mixed Use		Industrial
	Rural density and Other Agricultural Land		Secondary Environmental Corridor				



Parcel ID LSBT0150997: Future Land Use (Proposed Change)
Town of Lisbon

Town of Lisbon Boundary
 Subject Parcel

1 inch = 500 feet
 0 250 500 1,000
 Feet

vierbicher
 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) 826-0530

STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

RESOLUTION 16-19

TOWN OF LISBON LAND USE MAP AMENDMENT APPROVAL

WHEREAS, the Town of Lisbon Plan Commission adopted the Town of Lisbon Land Use Plan for the Town of Lisbon pursuant to the authority granted the Plan Commission under Section 62.23(3), Wisconsin Statutes, On October 7, 2004; and

WHEREAS, on Thursday, November 14, 2019 the Town of Lisbon Plan Commission and Town Board held a joint Public Hearing to receive testimony on the proposed amendment to the Town of Lisbon Land Use Plan for a residential subdivision by Jim Forrester regarding LSBT 0150.997; and

WHEREAS, the Town of Lisbon Plan Commission on Thursday, November 14, 2019 considered said amendment and a decision thereon reported to the Town Board of Supervisors, which was for approval as presented/amended in Exhibit A amending the Comprehensive Plan for the property located at LSBT 0150.997 from Rural Density and Other Agricultural Lands and Other Open Lands to be Preserved to Low Density Residential.

NOW BE IT HEREBY RESOLVED BY THE TOWN OF LISBON PLAN COMMISSION that the map amendment is hereby approved for the Town of Lisbon Land Use Plan.

BE IT FURTHER RESOLVED that the detailed land use plan amendment map is on file in the office of the Town of Lisbon and is attached as Exhibit A.

BE IT FURTHER RESOLVED that the Secretary of the Plan Commission shall file a certified copy of this resolution with the Town Board.

PASSED AND ADOPTED by the Plan Commission of the Town of Lisbon, Waukesha County, Wisconsin this 14th day of November, 2019.

**PLAN COMMISSION, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN**

BY: _____
Chairman Joseph Osterman

This resolution was adopted on a motion by Commissioner _____, seconded by Commissioner _____, the affirmative votes of not less than a majority of all the members of the Town Plan Commission being required for approval of the Comprehensive Plan Amendment.

Town Board Endorsement

The Town of Lisbon Land Use Plan was amended, after adoption by the Plan Commission of the above resolution. The resolution was certified to the Town Board by the Secretary of the Plan Commission. The Town Board does hereby endorse the amendment by a motion made by Supervisor _____, seconded by Supervisor _____.

Certification

I, Jane Stadler, Secretary of the Town of Lisbon Plan Commission, hereby certify to the Town Board a copy of this Town of Lisbon Land Use Plan map amendment for the Town of Lisbon approved by the Plan Commission of the Town of Lisbon by resolution on November 14, 2019.

BY: _____
Plan Commission Secretary Jane Stadler



**TOWN OF LISBON
W234 N8676 Woodside Road
Sussex, Wisconsin 53089**

Phone (262) 246-6100

Fax (262) 820-2023

Website: www.tn.lisbon.wi.gov

REQUEST TO AMEND THE TOWN OF LISBON LAND USE PLAN

THE REQUESTED AMENDMENT MUST BE ACCOMPANIED BY A SCALED MAP, SURVEY, SITE PLAN OR OTHER SIMILAR MEANS OF DEPICTING THE SUBJECT PROPERTY

Tax Key No(s). of the subject property LSBT 0150997

Legal Description of the subject property

See the legal description on the attached Trustee's Deed Document No. 4063852

Existing Land Use category as designated on the Town of Lisbon Land Use Plan (LUP)

Rural Density & Other Agricultural Lands, Other Open Lands to be Preserved, PEC and Low Density Residential

Amendment requested (e.g., which Land Use category) Low Density Residential

How much acreage is to be amended to the new Land Use category? 44 acres

Is the amendment within an adopted Sewer Service Area? _____ If so, is sewer available to the subject property? No

Existing Land Use Agricultural

Proposed Land Use Residential

Conditions which justify the requested amendment to the LUP (use additional sheets, if necessary):

The change is proposed in order to develop one acre single family residential lots and to match the existing land use of the existing subdivision immediately to the east of the project site.

Owner Riteway Bus LLC
W201 N13900 Fond Du Lac Ave
Address Richfield, WI 53076

Applicant Jim Forester
1405 Capitol Drive
Address Pewaukee, WI 53072

Daytime Phone No. 4142350594

Daytime Phone No. 262-292-9552

DocuSigned by:

DocuSigned by:

RJ Bast

JAMES FORESTER

Signature of Owner

Signature of Applicant (if different)

Date: 8/30/2019

Date: 8/31/2019



Waukesha County GIS Map



PROPOSED NUMBER LOTS = 28
PROPOSED ROAD = 2,650 LF

SUMMARY

- Riteway Bus LLC Property
TKN: LSBT 0150997
Area: 43.7 acres +/- (need to verify by survey)
- Current Zoning : A-10 Agriculture & C-1 Conservancy Wetland (Town)
A-1, HG & Wetland Overlay (Co Shoreland)
- 2035 Land Use Plan: Rural Density & Other Ag Land (5.0-34.9 ac/du), Other Open Lands to be Preserved, PEC and Low Density Residential (20,000 SF-1.4 ac/du)
- Proposed Zoning: R-2 Single Family Residential (matches existing development to east)
Min Lot Size: 1 AC (unsewered)
Setback: 50'
Offset: 20'
Shore setback: 75'
Min 150' Average Width (unsewered)
- Proposed Land Use: Low Density Residential (20,000 SF-1.4 AC/DU) (matches exist development to east)
therefore w/ 43.7 AC +/- minus 1.2 ac +/- for ROW (North Rd and CTH Q) = 42.5 AC +/-
42.5 AC +/- divided by proposed 28 lots = Proposed 1.51 AC/DU
- North Road is a local road and County Line Road is CTH Q.

0 200.00 Feet

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



Notes:

CONCEPT PLAN
AUGUST 19, 2019

Printed: 8/15/2019

PEG # 1778.00-WI



STAFF REPORT: RECOMMENDED LAND USE PLAN - 2035 MAP AMENDMENT

To: Chairperson Osterman
Town Plan Commission Members
Gina Gresch, Town Administrator

From: Daniel J. Lindstrom, AICP, Town Planner
Aaron Prichard, Planning Consultant

Subject: Forester Comprehensive Development Plan Amendment Application

Date: October 10, 2019

The above-referenced application was received by the Town of Lisbon for review and consideration at the October 10, 2019 Plan Commission meeting. Jim Forester (Applicant) filed the application on behalf of the owner of the property—Riteway Bus LLC. The site is located at N95W23759 County Line Road (Tax Key LSBT 0150.997). The Applicant is requesting to amend the Land Use Plan Map included as part of the Town of Lisbon Comprehensive Development Plan: 2035. The site's area is approximately 42.4 acres and is currently designated on the Future Land Use Map as Rural Density & Other Agricultural Lands, Other Open Lands to be Preserved, Primary Environmental Corridor, and Low-Density Residential on various different parts of the parcel. The Applicant is seeking to amend the parcel to Low-Density Residential in order to develop the property into a single-family residential subdivision and to match the existing land use of the subdivision immediately to the east of the site (Presidential Estates subdivision).

The Applicant attended a Town of Lisbon Development Review Team meeting on Wednesday, September 18, 2019, where the applicant presented their concept proposal to Town and Waukesha County Staff. During the meeting the approval timeline was discussed in greater detail. Due to the timeline necessary to amend the Town and County Comprehensive Development Plan Future Land Use Maps, the applicant is requesting only a Comprehensive Development Plan Future Land Use Amendment. Potential rezoning, preliminary plats, final plats, developer's agreements, and other necessary documentation would require additional Town, Village of Richfield, and Waukesha County approvals later in the process. The applicant provided a conceptual layout, but it is for reference only during this discussion.

Planner Review:

- The site is zoned A-10, which is intended for very low-density single-family residential development, which is consistent with the Low-Density Residential designation being sought. The site also has isolated portions zoned C-1 Conservancy, which the Applicant intends to conserve on their concept plans.
- The Applicant's Concept Plan proposes 28 lots at a minimum of 1 acre. The average density for the site as a whole is 1.51 acres per dwelling unit, which exceeds the targeted density recommended for Low-Density Residential of 1.4 acres per dwelling unit, however the density can be greater, but not lower than the targeted density. The applicant is proposing match the density of the neighboring subdivision.
- The Town and County may wish to request a traffic impact analysis by the Applicant to determine the impact single-family homes at the property could have on traffic on North Road and County Line Road.

STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

Ord. 20-19

**AN ORDINANCE REPEALING AND RECREATING SECTION 28 OF THE
ZONING CODE OF THE TOWN OF LISBON**

SECTION 1: Section 28 of the Town of Lisbon Zoning Code is hereby repealed and recreated to read as follows:

**SECTION 28 B-P INDUSTRIAL/BUSINESS PARK SPECIAL USE ZONING
DISTRICT**

(a) Purpose and Intent

This zoning district is intended to provide for the orderly and attractive grouping of diverse office, retail, and customer service uses, and industrial uses of limited intensity where the appearance of such mixed uses is enhanced by pleasing building architecture and generously landscaped sites.

(b) Permitted Uses

The following uses may occur on individual sites or as part of a larger planned development subject to the approval of a site plan and plan of operation:

(1) The manufacture, fabrication, assembly, and/or processing of the following products; parts, supplies, or sub-assemblies of the same:

- Apparel and findings and related products
- Automatic temperature controls
- Automotive upholstery
- Baked goods and bakery products
- Beverages, non-alcoholic, including bottling
- Blank books, loose-leaf binders, and devices
- Boot and shoe cut stock and bindings
- Brooms and brushes
- Canvas products
- Cheese
- Cleaning, dressing and dyeing
- Commercial bakeries

- Computer hardware and software
- Confections
- Cosmetic and toiletries
- Costume Jewelry, novelties, buttons, and miscellaneous notions
- Curtains and draperies
- Dental equipment
- Electrical appliances and electronic devices
- Electrotyping and stereotyping
- Engineering, laboratory, scientific and research instruments/equipment
- Fabrics, broad and narrow woven
- Felt goods
- Flavor extracts and flavor syrups
- Floor coverings limited to rugs and carpeting
- Food locker plants, excluding slaughtering
- Footwear
- Fur products, packaging/assembly, excluding slaughtering or dressing
- Glass and glass products
- Graphics and/or graphic design
- Handbags and other personal leather goods
- Hats, caps and millinery
- Ice
- Ice cream and frozen desserts
- Jewelry
- Knit goods, yarns and threads
- Lace goods
- Lamp shades
- Leather, but not including tanning
- Luggage
- Manifold business forms
- Mechanical measuring and controlling instruments
- Men, Woman, and Youth furnishings, work clothes and garments
- Morticians goods
- Musical Instruments
- Office furniture
- Ophthalmic goods
- Optical instruments and lenses paper products
- Orthopedic, prosthetic, and surgical appliances
- Paper coating and glazing, and paper products/envelopes greeting cards
- Partitions, shelving, lockers, and office and store fixtures
- Pens, pencils, and other office and artist materials
- Pharmaceuticals
- Photoengraving instruments
- Photographic equipment
- Pizza

- Pleating, decorative, and novelty stitching and tucking for the trade
- Raincoats and other waterproof outer garments
- Robes and dressing gowns
- Signs and advertising displays
- Silverware and plated ware
- Surgical and medical instruments
- Textiles, dyeing and finishing
- Toys, amusement, sporting and athletic goods
- Umbrellas, parasols, and canes
- Venetian blinds and shades
- Wallpaper
- Watches, clocks, clockwork operated devices.

(2) Business and service facilities including:

- Accounting, auditing, and bookkeeping services
- Administrative and public service offices
- Advertising services
- Bakeries
- Banks and financial institutions, excluding drive-through facilities
- Barber shops and beauty shops
- Book stores, newspaper and magazine stores
- Cabinet makers
- Camera and photographs supply stores
- Computer software development
- Confectioneries
- Grocery stores/Drug stores
- Corporate headquarters
- Delicatessens
- Dental and medical clinics
- Duplicating and mailing services
- Data processing centers
- Electrician
- Employment services
- Hotels and motels
- Interior decorators
- Janitorial supplies
- Machine shops
- Office supplies and business machine stores
- Parking lots and structures
- Plumbing and heating services
- Professional offices of an architect, engineer, lawyer, accountant, doctor, dentist, realtor, optometrist, clergy, or other similarly recognized profession.

- Public relations offices
- Publishing, printing, and binding of books, newspapers, periodicals
- Radio and television studios, not including transmitting towers
- Real estate and insurance sales offices
- Research and development facilities
- Restaurants, including drive-in restaurants, but excluding drive-thrus
- Security brokers, dealers, and associated investment services
- Sheet metal services
- Studios for photography, painting, music, sculpture, art, or dance
- Travel agencies
- Limited warehousing and storage facilities for distributors provided that such warehousing and storage does not exceed 50,000 square feet or have more than 5 overhead doors.

(3) Other uses not specifically mentioned above may be permitted uses if, following a review and recommendation by the Town of Lisbon Plan Commission, the Town of Lisbon Board finds:

- a. The use is consistent with the intent and types of uses depicted above, and
- b. The use is not listed as a conditional uses, and
- c. The use is safe, clean, and would not cause any hardship to neighboring property owners from noise, pollution, or other nuisance.

(c) Permitted Accessory Uses

- (1) Garages for storage of vehicles used in conjunction with the permitted uses.
- (2) Off-street parking and loading areas.
- (3) Office, storage, power supply, distribution, warehousing, and other uses normally auxiliary to permitted business park uses.
- (4) Indoor storage and sale of machinery and equipment associated with the permitted business park uses.
- (5) Satellite dish antennas located on the roof of the principal structure or in the rear yard. Where the satellite dish is roof-mounted, a registered engineer shall certify that the structure is adequate to support the load.
- (6) Roof-mounted solar collectors provided that a registered engineer shall certify that the structure is adequate to support the load.
- (7) Bus/taxi shelters or waiting areas.
- (8) Refuse areas.
- (9) Signage in accordance Town Sign Ordinance Chapter 13 of the Municipal Code (Addendum A).

(d) Conditional Uses

- (1) Business Uses The following commercial uses shall be conditional uses and may be permitted as specified:
- a. Drive-Through Facilities such as drive-through banks, restaurants. For drive through restaurants refer to the conditional use for Restaurants, Supper Clubs, Lake Resorts (open to the general public), Taverns, Dance Halls, Pool Halls, Bowling Alleys, and Similar Uses. For all other drive through facilities refer to the conditional use for drive through facilities.
 - b. Radio and Television transmitting towers, receiving towers, relay and microwave towers, and broadcast studios. Broadcast studios and offices without towers may be permitted in this zoning district.
 - c. Commercial Day Care Centers (refer to Public and Semi Public Buildings and Uses) provided that any outside play area is surrounded by a security fence; that no day care center is located within 300 feet of a gasoline service station, underground gasoline storage tanks, or any other storage of explosive material; that no day care center shall be located in an area where air pollution caused by smoke, dust, gases, or other particulate matter would endanger children; that no day care center shall be located in an area where noise would be so loud, shrill, or have an impulse to endanger children; that traffic be managed in a manner to minimize danger to children; and provided that adequate parking and circulation be provided on the day care facility site.
 - d. Truck terminals of any size, warehousing, distribution centers, storage facilities for distributors, and mail-order centers over 50,000 square feet or with more than 5 overhead doors.
 - e. Gasoline Service Stations with or without Convenience Stores – including car washes and oil change facilities provided that the use shall not cause--or shall include traffic control measures to ameliorate--traffic congestion; that lighting and glare shall not extend into adjacent residential neighborhoods; and that service islands shall comply with the minimum setback requirements of the zoning district. Canopies over a gasoline service island may extend into front, side or rear yard areas, but shall not encroach more than six (6) feet into any required yard and in no case, may a canopy extend into a street R.O.W.
 - f. Outside Storage for commercial uses. All outside storage areas shall be at least 600 feet from residential, park, and public and institutional zoning districts located in the Town. The Town Board may waive or reduce the 600-foot separation requirement. In all cases, outside storage shall be screened from all sides. All screening plans are subject to Town Plan

Commission review and approval. Screening may be a permanent opaque wall matching the building materials, fencing or landscaping as deemed appropriate by the Town Plan Commission. The height of the screening shall be sufficient to screen the product(s) in the outside storage area.

(2) Industrial Uses The following Industrial Uses shall be conditional uses and may be permitted as specified:

- a. Animal Clinics or Hospitals, excluding commercial kennels, provided all principal structures and uses are not less than 100 feet from any residential use.
- b. Outside Storage of building materials, ice, dry ice, flammables, gasoline, grains, paint, shellac, fat, lard, turpentine, vinegar, and yeast or other industrial outside storage. All outside storage areas shall be at least 600 feet from residential, park, and public and institutional zoning districts located in the Town. The Town Board may waive or reduce the 600-foot separation requirement. In all cases, outside storage should be screened from all sides. All screening plans are subject to Town Plan Commission review and approval. Screening should be a permanent, predominantly evergreen, planting screen, the individual trees to be of such a number and so arranged that they will have formed a dense screen within ten years or by a fence or masonry wall or a combination of the above. Individual trees shall be capable of reaching a height of ten feet within two years.
- c. Factory Outlets and retail sales of products made onsite in the principal industrial operation.
- d. Construction Services (refer to Contractor's Yard) not listed as permitted uses above.
- e. General Sales of Industrial Products, not listed as permitted uses above.

(3) Other uses not specifically mentioned above may be conditional uses if the Town Board finds:

- a. The use is consistent with the intent and types of uses depicted for the zoning district, and
- b. The use is safe, clean, and would not cause any hardship to neighboring property owners from noise, pollution, or other nuisance.

This section is added to allow flexibility for the Town Plan Commission and Town Board, to consider multiple uses that cannot all be enumerated above

in light of the difficulty and time constraints of adjusting zoning in a Town government.

(e) Lot Area and Width

- (1) Lots shall have a minimum of 40,000 square feet in area and shall be not less than 150 feet in width.
- (2) To achieve a campus-like appearance, lot coverage by buildings, accessory structures, surface parking and loading areas, and driveways shall occupy no more than 75 percent of the lot area. Landscaped open space shall occupy not less than 25 percent of the lot area.

(f) Building Height

- (1) No building or parts of a building shall exceed 60 feet in height.

(g) Setback and Yards

- (1) There shall be a minimum building setback of 50 feet from the street right-of-way.
- (2) There shall be a side yard of 25 feet on each side of all structures not exceeding 45 feet in height. Buildings in excess of 45 feet in height shall increase the minimum side yards one (1) foot for each additional one (1) foot of building height over 45 feet up to a maximum height of 60 feet.
- (3) There shall be a rear yard of not less than 25 feet.
- (4) There shall be a minimum shore yard of 75 feet from the ordinary highwater mark of any navigable body of water. In addition, no building or structure shall be located closer than 15 feet from the Conservancy or Conservancy Wetland and Floodplain zoning district boundaries, or less than 2 feet above the Regional Flood Elevation.
- (5) Service islands for gasoline service structures shall be considered principal structures and shall comply with building setback requirements. Canopies over a gasoline service island may extend into a front, side, or rear yard, but shall not encroach more than six (6) feet into any required yard and in no case, may a canopy extend into a street right-of-way.
- (6) Parking Setbacks shall be as follows for this zoning district: Arterial Roadway 30 feet from the right of way, other street yard 25 feet from the right of way. Parking Side and Rear Yard shall be a minimum of 5 feet from the property

line. The actual setbacks, side yards, and rear yards for a particular site may need to be increased to address landscaping and buffering requirements for the site as determined by the Town Board.

(h) Design Standards:

The following guidelines are specific standards that apply to this zoning district. In addition, development in this zoning district must follow the Design Standards of the Town of Lisbon for the Industrial/Business Park Special Use and Commercial Special Use Zoning Districts and other general guidelines within Chapter 11 of the Lisbon Municipal Code which is the Town's Zoning Ordinance (hereinafter referred to as Chapter 11) related to design issues. Where a conflict exists, this section and the Design Standards shall apply.

(1) Parking and Storage

- a. **Surfacing.** All off-street loading, driveways, parking areas shall be surfaced with an asphaltic or Portland cement pavement in accordance with Chapter 11 and the Town of Lisbon standards and specifications so as to provide a durable and dust free surface, and shall be so graded and drained as to dispose of all surface water accumulated within the area. Any surface water discharged off premises shall be so channeled and located so as not to create a nuisance to adjacent properties. Surfacing of loading areas shall be completed before occupancy is granted. Storage areas shall be surfaced with an asphaltic or Portland cement or reground asphaltic surface. If the storage areas are a reground asphalt product, the design shall require approval of the Town Engineer before installation to ensure compliance with maintenance and dust free standards.
- b. **Landscaping.** All public off-street parking areas which serve twenty (20) vehicles or more and are created or redesigned and rebuilt subsequent to the adoption of this Zoning Ordinance shall be provided with accessory landscape areas totaling not less than seven and one-half (7 1/2) percent. The minimum size of each landscape area shall not be less than 150 square feet and landscaped areas shall be distributed evenly throughout the parking area. Location of landscape areas, plant materials, and protection afforded the plantings shall be reviewed by the Town Plan Commission. All Plans for such proposed parking areas shall include a topographic survey or grading plan which shows existing and proposed grades and location of improvements. The preservation of existing trees, shrubs, and other natural vegetation in the parking area may be included in the calculation of the required minimum landscape area. Those parking areas for twenty (20) or more vehicles if adjoining a residential use shall be screened from such use by a solid wall, fence, evergreen planting of equivalent visual density

or other effective means, built and maintained at a minimum height of six (6) feet.

- c. Openings for driveways shall provide adequate access to a public street. No driveway for any other use shall be less than 24 feet in width at the street right-of-way line nor shall it exceed 32 feet at the street right-of-way line.
- d. Storage. Parking spaces required to meet the minimum parking requirements of Chapter 11 shall not be used for the long term storage of motor vehicles, recreational vehicles, boats, commercial or industrial inventory, or equipment. Parking spaces shall not be used or leased to persons not using the principal use. Parking spaces are considered accessory to the principal use, unless prior approval for such shared or secondary use has been granted by the Town Plan Commission.

(2) Lighting shall be installed and maintained in accordance with the standards set forth herein:

- a. Type. Shielded luminaries, or luminaries with cutoff optics, and careful fixture placement shall be required so as to facilitate compliance with this section.
- b. Orientation. Exterior lighting fixtures shall be orientated so that the lighting element (or a transparent shield) does not throw rays onto neighboring properties. No lighting sources shall be visible from outside its premises. Light rays shall not be directed into street rights-of-way or upward into the atmosphere. No horizontal throw via outward projecting lenses or optics shall be permitted contributing as a point glare source. The intensity of illumination, measured at the property line, shall not exceed 0.2 foot-candles.
- c. Minimum Lighting Standards. All areas designated on approved site plans for vehicular parking, loading, or circulation and used for any such purpose after sunset and where it is reasonable to expect pedestrian use shall provide artificial illumination in such areas at a minimum intensity to meet the standards set forth in the American National Standard Practice for Roadway Lighting and those standards set forth in the Illuminating Engineering Society of North America's Lighting for Parking Facilities.
- d. Flashing, flickering, or other distracting lighting which may distract motorists is prohibited. Lighting which creates or becomes a public nuisance is not permitted.

- (3) General Landscaping and Buffering other than outlined in Section (h)(1)b shall be developed per the Design Standards of the Town of Lisbon for the Industrial/Business Park Special Use and Commercial Special Use Zoning Districts.
- (4) Building and Structures and Materials shall be developed per the Design Standards of the Town of Lisbon for the Industrial/Business Park Special Use and Commercial Special Use Zoning Districts.
- (5) Other Site Planning and Design Issues shall be developed per Design Standards of the Town of Lisbon for the Industrial/Business Park Special Use and Commercial Special Use Zoning Districts.
- (6) Signage Shall be developed per Design Standards of the Town of Lisbon for the Industrial/Business Park Special Use and Commercial Special Use Zoning Districts.
- (7) Pedestrian Orientation shall be developed per the Design Standards of the Town of Lisbon for the Industrial/Business Park Special Use and Commercial Special Use Zoning Districts.
- (8) Environmental Protection shall be developed per Design Standards of the Town of Lisbon for the Industrial/Business Park Special Use and Commercial Special Use Zoning Districts.
- (9) Erosion Control Developments must follow the Town Erosion Control Ordinance, Land Disturbance Ordinance, the Waukesha County Storm Water Management Regulations, Wisconsin Department of Natural Resources NR-216, NR-151 and applicable Chapter 30 regulations.

SECTION 2: All ordinances or parts of this ordinance conflicting or contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This Ordinance shall take effect upon passage and posting as provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this ____ day of _____, 2019.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: _____
JOSEPH OSTERMAN, Chairman

BY: _____
TEDIA GAMIÑO, Supervisor

BY: _____
MARC MOONEN, Supervisor

BY: _____
LINDA BEAL, Supervisor

BY: _____
REBECCA PLOTECHER, Supervisor

ATTEST:

BY: _____
Dan Green, WCMC
Town Clerk



DRAFT

STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

Ord. 18-19

**ORDINANCE READOPTING ORD. 01-18, CREATING SECTION 33 AND
REPEALING/RECREATING VARIOUS SECTIONS OF THE LISBON ZONING CODE RELATED TO
PLANNED UNIT DEVELOPMENTS AS AN OVERLAY DISTRICT, IN THE TOWN OF LISBON,
WAUKESHA COUNTY, WISCONSIN**

SECTION 1: Section 33 of the Lisbon Zoning Code is hereby created as follows:

SECTION 33 PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT

(a) Purpose and Intent

1. Planned Unit Development Overlay District (PUD) regulations are intended to permit greater flexibility and, consequently, more creative and imaginative design for the development of a site than is possible under conventional zoning regulations. It is further intended to promote more economical and efficient use of the land while providing a harmonious variety of housing choices, a higher level of amenities, and preservation of the natural resources and open space.
2. The planned development procedure requires a high degree of cooperation between the developer and the Town. The procedure described herein is designed to give the developer general development plan approval before completing all of the detailed design work while providing the Town with assurances that the project will retain the character envisioned at the time of approval.

(b) Identified objectives

When reviewing requests for approval of a Planned Unit Development, the Town shall consider whether the objectives listed below will be served or achieved. Planned unit developments should not be allowed simply for the purpose of increasing overall density or allowing development that otherwise could not be approved.

1. Accommodation of a variety of housing types.
2. Promotion of integrated land uses allowing for a mixture of residential, commercial, public and industrial uses (Mixed Uses) along corridors and in transitional areas.
3. Innovation in land development techniques that may be more suitable for a given parcel than conventional approaches.
4. Preservation and enhancement of important environmental features through careful and sensitive placement of buildings and facilities.
5. Provision of more adequate, usable, and suitably located open space, recreational amenities, and other public facilities than would otherwise be provided under conventional land development techniques.
6. Coordination of architectural styles and building forms to achieve greater compatibility with surrounding land uses.
7. Creation of more efficient provision of public utilities and services, lessened demand on transportation, and the promotion of energy resource conservation.

(c) Relationship to other applicable regulations

1. Permitted and accessory uses. Permitted and accessory uses in the planned development overlay district shall be the same as those permitted in the base zoning district or districts in which the PUD is located.
2. Mixed uses. A mix of different uses within a planned development overlay district may be permitted if the plan commission and village board determine that the mix of uses is compatible and necessary to achieve the objectives of the PUD.
3. Floor area and height. The PUD may provide for an increase in the maximum gross floor area, floor area ratio, and/or maximum building height allowed in the base zoning district for the purpose of promoting project integration and additional site amenities.
4. Building setbacks. The PUD may provide for a reduction of required setbacks in the base zoning district, provided that a landscaped setback area of the minimum width established for the base zoning district is maintained along the periphery of the PUD.
5. Lot requirements. The Town Board may authorize reductions in the area and width of individual lots within a PUD from that required for the base zoning district, provided that such reductions are compensated for by an equivalent amount of open space elsewhere in the Planned Unit Development. Such open space shall not include areas designated as public or private streets. The plan may increase the maximum density beyond that permitted in the base zoning district for the purpose of promoting an integrated project with a variety of housing types and additional site amenities.
6. Street layout. In newly developing areas, streets shall be designed to maximize connectivity in each cardinal direction, except where environmental or physical constraints make this infeasible. All streets shall terminate at other streets, at public land, or at an environmentally sensitive areas or environmental corridors as defined by Waukesha County or SEWRPC, except that local streets may terminate in stub streets when those will be connected to other streets in future phases of the development or adjacent developments.
7. Density Bonus. The zoning district lot sizes and density for residential planned unit developments may be modified by applying up to a 30% maximum density bonus to the density otherwise permitted in each base zoning district; provided however, that the density bonus calculation and the sewer reduction provisions contained in the Zoning Code cannot both be applied to further increase the density bonus beyond the 30% maximum density bonus allowed for residential Planned Unit Developments.
8. Base Zoning Districts. Planned Unit Development Overlay Districts are not permitted over the EFD or Q1 Districts. Planning of Development Overlay Districts may include C1 Conservancy Districts as a part of the PUD, provided however, that no portion of any building, lot or structure shall be allowed on lands designated in an underlying C1 Conservancy District.
9. Other exceptions. The Town Board may, in its discretion, authorize the waiver or modification of the restrictions applicable to the base zoning district, provided however, that such waiver or modification shall not authorize the uses which are inconsistent or in compatible with the use restrictions contained in the base zoning district or districts.

(d) Procedural Requirements

1. Pre-petition meeting. Prior submitting a petition for approval of a Planned Unit Development Overlay District, the applicant shall meet with Town Staff, to discuss the scope and nature of the proposed development. The applicant must sign and submit the professional services reimbursement form prior to the pre-petition meeting.
2. Petition – General Development Plan (GDP). Following the pre-petition conference, the applicant shall file a petition with the Town Clerk for approval of a Planned Unit Development Overlay District – General Development Plan. Upon submission of a completed application form, general development plan and any petitions for modification of the Comprehensive Plan and changes in the Base Zoning District, and upon payment of the required fees, the Zoning Administrator shall forward the application to the Plan Commission for review and consideration.

The General Development Plan shall include the following information:

- a. Total area to be included in the PUD, area of open space, residential density computations, proposed building square footage for commercial or industrial development, proposed number of dwelling units, population analysis, traffic analysis, availability of or requirements for municipal services and any similar data pertinent to a comprehensive evaluation of the proposed development required by the Town.
- b. General summary of the estimated value of structures and site improvement costs, including landscaping and special features.
- c. General outline of the organizational structure of a property owners' or management association proposed to be established to provide any necessary private services.
- d. Proposed departures from the standards of development in the Town zoning regulations, other Town regulations, administrative rules, or universal guidelines.
- e. Expected date of commencement and completion of physical development as set forth in the proposal.
- f. Details describing the benefits the PUD will provide the Town of Lisbon such as, natural resources, open space, aesthetics, economic or public benefits or facilities, etc.
- g. Legal description of the boundaries of the subject property included in the proposed PUD and its relationship to surrounding properties.
- h. Approximate location of public and private roads, sidewalks, paths, trails, driveways, and parking facilities.
- i. Density of the project and the amount of open space and common areas.
- j. Conceptual architectural rendering and design of the buildings, if applicable.
- k. General location of institutional, recreational and open space areas and areas reserved or dedicated for public uses, including schools, parks, and drainage ways, and open space features, if applicable.
- l. Conceptual provisions for stormwater management.

3. Changes in Comprehensive Plan or Base Zoning District.

If a change of the Town of Lisbon Comprehensive Plan and/or the Base Zoning District is required in order to approve the Planned Unit Development Overlay District, then the appropriate petition or petitions shall be filed simultaneously with the filing of the General Development Plan.

4. General Development Plan Hearing and Referral.

a. The petition for a GDP approval, together with any changes required in the Comprehensive Plan and/or Base Zoning District, shall be submitted to the Plan Commission for its review and recommendation to the Town Board. CDP and zoning changes shall include those required by the County and other extraterritorial jurisdictions, as applicable. The GDP shall be in compliance with the applicable CDP's and zoning districts.

b. The Plan Commission shall conduct a public hearing in accordance with provisions of this Chapter, and, following the public hearing, the Plan Commission shall report its findings and recommendation to the Town Board. In making its recommendation, the Town Plan Commission may include such conditions or requirements as the Plan Commission deems appropriate in order to preserve the spirit and intent of this Ordinance.

c. Approval of the Planned Unit Development Overlay District shall establish the basic right of use for the area in conformity with the GDP as approved, provided however, that the GDP shall be conditioned upon subsequent approval of a Specific Development Plan, and shall not make permissible any of the uses as proposed until a Specific Development Plan (SPD) is submitted and approved by the Town Board. The PUD Overlay District/GDP approval date by the Plan Commission shall become the effective date of the PUD Overlay Ordinance.

If a SPD is not submitted and approved by the Town Board within twelve (12) months of the effective date of the Planned Unit Development Overlay District Ordinance, the Planned Unit Development Overlay District Ordinance shall be null and void.

5. Specific Development Plan (SDP). The Specific Development Plan shall be submitted to the Plan Commission, and upon review, the Plan Commission make such recommendations to the Town Board as the Plan Commission deems appropriate.

The Specific Development Plan may be submitted for consideration concurrently with the General Development Plan, and shall include the following materials and information:

a. The information required for approval of Site Plans as set forth in Section 3 of this Chapter. The nature and extent of the information required under the Site Plan regulations will vary, depending upon the nature of the proposed Plan Unit Development Overlay District and SPD. Town Staff shall provide assistance to the applicant in order to ensure that all materials and information that may be required or requested by either the Plan Commission and Town Board when reviewing the SPD are included in the application.

b. Such other materials and information as may be requested by the Town Staff, taking into consideration the comments and recommendations of the Town Plan Commission and Town Board when reviewing the General Development Plan.

c. Plat or Certified Survey Maps.

Simultaneously with the submittal of the SPD, the applicant shall file with the Town, and any other jurisdiction required by Chapter 236 of the Wisconsin State Statutes, any Subdivision Plat and/or Certified Survey Map, the approval of which shall be required in order to approve the SPD. Such submittal shall be in conformance with the Land Division and Development Ordinances of the Town of Lisbon. Such submittal shall include all of the information required under the provisions of the Land Division and Development Ordinance of the Town of Lisbon.

6. Basis of Approval of Specific Development Plan Petition.

- a. Town Plan Commission Approval. The Town Plan Commission shall, after reviewing the information submitted in support of the request for SPD approval, as well as any Plat and/or Certified Survey Map submitted simultaneously with the plan, recommend to the Town Board that the SPD either be approved, approved conditionally or rejected.
- b. Town Board Approval. Following referral from the Plan Commission, the Town Board shall either approve, approve conditionally or reject the SPD. In the event that the Town Board approves the SPD conditionally, the conditions of approval shall be stated with particularity. If the Town Board rejects the SPD, the reason or reasons for the rejection shall be stated in writing and provided to the applicant.
- c. The recommendation of the Town Plan Commission and the decision of the Town Board shall be based upon the following criteria:
 - i. Whether the SPD is consistent with the Purpose and Intent of the Zoning Code, and the purpose and intent of Planned Unit Development Overlay District.
 - ii. Whether the SPD reflects and incorporates consideration of the physical nature of the Site with particular concern for the preservation of natural resources, open spaces, natural terrain as required by Ordinance including the CDP and to the greatest extent possible when not regulated by Ordinance.
 - iii. Whether the general character and intensity of the use produces an attractive environment appropriate to the uses proposed and is compatible with existing developments in the surrounding area, including developments in neighboring and adjacent municipalities, and is generally consistent with the development policies and practices of the Town.
 - iv. Whether adequate municipal services, including the availability of schools and the provision of fire and police services, will be available to support the development, whether adequate municipal water and sanitary sewer facilities are available to support the Development, or in the alternative whether the development will proceed using private wells and septic systems.

- v. Whether the applicant and/or developer has provided adequate financial guarantees to ensure that all public improvements are completed in a timely manner, and in accordance with all existing regulations and ordinances of the State, County and Town; whether, if appropriate, adequate deed restrictions have been drafted and will be recorded, and a Home Owners Association or similar Association charge with responsibility of maintaining common areas of the proposed Development has been established.
- vi. Whether any Plat or Certified Survey map has been approved by the Town and all other approving authorities.
- vii. Whether the developer has entered into a Development Agreement, approved by the Town Attorney, the purpose of which is to ensure the implementation, completion and continued maintenance of the Development as established by the Planned Unit Development Overlay District Ordinance, the General Development Plan and the Specific Development Plan.
- viii. Whether the development will include dedication of lands for parks or other municipal purposes, or alternatively, whether the developer will pay fees in lieu of the dedication.
- ix. Whether the development is subject to, or contingent upon, approval of any adjoining municipality as a result of the contractual obligations imposed by Border Agreements, and if so, whether those approvals have been obtained.

SECTION 2: Various Sections of the Lisbon Zoning Code related to Planned Unit Developments are hereby repealed and/or recreated as follows:

Section 2 Definitions

Planned Unit Development Overlay District (PUD) is a district established to provide a regulatory framework designed to encourage and promote improved environmental and aesthetic design in the Town by allowing for greater design freedom, imagination and flexibility in the development of land while insuring substantial compliance with the basic intent of this Chapter and the Town Comprehensive Plan (refer to Figure 1), including dedicated open space and the preservation/protection of natural resources and environmentally sensitive areas. To further these goals, the district allows diversification and variation in the bulk and relationship of uses and structures and spaces in developments conceived as comprehensive and cohesive unified plans and projects. The district is further intended to encourage developments consistent with coordinated area site planning.

Section 3(d)(2) Use regulations

Accessory Uses and Structures: In any district, accessory structures, buildings and uses customarily incident to the permitted buildings, uses and structures in that district shall be permitted subject to such requirements as may be hereinafter designated for that district in which they are located and in accordance with Section 3(i)5. No pyramiding as defined herein shall be permitted on any lands fronting on navigable waters, except as may be specifically permitted accessory to a marina or resort, and which may be allowed under the terms of an approved planned unit development. No accessory building, use or structure shall be permitted that by reason of noise, dust, odor, appearance, lighting, traffic generation, smoke, fumes, dirt, vibrations, fire, explosives, pollution, or other objectionable factors creates a nuisance or a substantial adverse effect upon the property value or reasonable enjoyment of the surrounding property. These nuisance determinations shall also include, but not be limited to, incidents of apiary operations where there is bee stinging, bee swarming, or bees otherwise creating a disturbance. Such adverse effects may be required to be corrected or eliminated by such measures as are directed by Sections 36 and 37 of this ordinance; and Chapter 5, Nuisances, of the Town of Lisbon, Waukesha County, Wisconsin, General Code of Ordinances, also included as Addendum B herein.

Section 3(i)(3) Open Space

C. No part of the open space provided for any building shall be included as part of the open space required for another building, except as hereinafter provided for in Planned Unit Development Overlay Districts (refer to Section 33).

Section 3(i)(4) Residential Density

Residential Density (either referred to as units per acre or minimum lot size) shall not exceed the density hereinafter specified by the regulations for the zoning district in which the development/building is located except as otherwise regulated in accordance with Section 3 (e) 4 (sewer reductions), Section 4 (Conditional Uses), and Section 4 (h) 20 (Multiple Family Units) and Section 33 (Planned Unit Development Overlay Districts).

SECTION 9 UC UPLAND CORRIDOR DISTRICT

d. Conditional Uses

1. In law units, in a planned unit development
- ~~2. Single family residential planned unit developments only~~

SECTION 11 AD-10 AGRICULTURAL DENSITY 10-ACRE DISTRICT

e. Conditional Uses

9. ~~Single family residential planned unit developments only~~

SECTION 12 RD-5 RURAL RESIDENTIAL DENSITY 5-ACRE DISTRICT

e. Conditional Uses

9. ~~Single family residential planned unit developments only~~

SECTION 13 A-10 AGRICULTURAL DISTRICT

d. Conditional Uses

16. ~~Single family residential planned unit developments only~~

SECTION 14 A-5 MINI-FARM DISTRICT

d. Conditional Uses

- ~~15. Single family residential planned unit developments only~~

SECTION 15 A-3 AGRICULTURAL/RESIDENTIAL ESTATE DISTRICT**d. Conditional Uses**~~10. Single family residential Planned Unit Developments~~**SECTION 16 R-1 SUBURBAN SINGLE FAMILY RESIDENTIAL DISTRICT****d. Conditional Uses**~~9. Single family residential Planned Unit Developments~~**SECTION 17 R-2 SINGLE FAMILY RESIDENTIAL DISTRICT****d. Conditional Uses**~~9. Single family residential Planned Unit Developments~~**SECTION 18 R-3 TWO FAMILY RESIDENTIAL DISTRICT****d. Conditional Uses**~~7. Single family residential Planned Unit Developments~~**SECTION 19 RM MULTI-FAMILY RESIDENTIAL DISTRICT****d. Conditional Uses.**

5. Residential Planned Unit Developments

SECTION 23 P-I PUBLIC AND INSTITUTIONAL DISTRICT**e. Conditional Uses**

Conditional uses as provided in Sections 4 (h) 24 and 29.

SECTION 24 B-1 RESTRICTED BUSINESS DISTRICT**d. Conditional Uses**~~5. Single family residential Planned Unit Developments~~**SECTION 25 B-2 LOCAL BUSINESS DISTRICT****d. Conditional Uses**~~6. Single family residential Planned Unit Developments only, and mixed or commercial planned unit developments~~**SECTION 26 B-3 GENERAL BUSINESS DISTRICT****d. Conditional Uses****(c) Certain Incompatible Uses Prohibited**~~6. Residential, commercial, and mixed Planned Unit Developments.~~**SECTION 31 M-1 LIMITED INDUSTRIAL DISTRICT****e. Conditional Uses**~~2. Single family residential Planned Unit Developments only, and mixed or commercial planned unit developments~~**SECTION 32 M-2 GENERAL INDUSTRIAL DISTRICT****e. Conditional Uses**~~2. Single family residential Planned Unit Developments only, and mixed or commercial planned unit developments~~**SECTION 3:** All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect upon passage and posting as provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 11th day of November, 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, CMC/WCMC
Town Clerk



STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

RESOLUTION 18-19

RESOLUTION TO APPROVE THE SPECIFIC DEVELOPMENT PLAN FOR THE PRESERVE AT HARVEST RIDGE, LLC FOR THE PROPERTY LOCATED NORTH OF LISBON ROAD (C.T.H. "K") AND SOUTH OF AINSWORTH ROAD, LSBT 0264.998.002

WHEREAS, the Town Board of the Town of Lisbon, Wisconsin, established a planned unit development (PUD) overlay zoning classification of property north of Lisbon Road (C.T.H. "K") and south of Ainsworth Road, LSBT 0264.998.002.

WHEREAS, Preserve at Harvest Ridge, LLC for the property located north of Lisbon Road (C.T.H. "K") and south of Ainsworth Road, LSBT 0264.998.002, received General Development Plan Approval from the Town of Lisbon; and

WHEREAS, the August 8, 2019, the Town of Lisbon Plan Commission reviewed the following:

1. Civil Engineering Plans
2. Storm Water Management Plans
3. Landscape Plans
4. Declaration of Protective Covenants

For purposes of this resolution these documents shall be deemed to be the Specific Development Plan (the "SDP"); and

WHEREAS, the Town of Lisbon Plan Commission made the following findings based upon the criteria set forth in section 33-D-6 of the Town Code of Ordinance;

1. The SPD is consistent with the Purpose and Intent of the Zoning Code, and the purpose and intent of Planned Unit Development Overlay District.
2. The subdivision layout and SPD reflects and incorporates consideration of the physical nature of the Site with particular concern for the preservation of natural resources, open spaces, natural terrain as required by Ordinance including the CDP and to the greatest extent possible.
3. The general character and intensity of the use produces an attractive environment appropriate to the uses proposed and is compatible with existing developments in the surrounding area, including developments in neighboring and adjacent municipalities, and is generally consistent with the development policies and practices of the Town.
4. Adequate municipal services are available to support the development and the development will proceed using private wells and septic systems.
5. Preserve at Harvest Ridge, LLC, through the development agreement and Letter of Credit provided adequate financial guarantees to ensure that all public improvements

are completed in a timely manner, and in accordance with all existing regulations and ordinances of the State, County and Town.

6. The provided declaration of protective covenants will be recorded, and a Home Owners Association will be responsible for maintaining common areas of the proposed Development.
7. The Preliminary Plat has been reviewed and approved and the Final Plat will be reviewed and recorded after approval of the Town Board.
8. The Developer will be entering into a Development agreement with the Town of Lisbon, as approved by the Town Attorney, the purpose of which is to ensure the implementation, completion and continued maintenance of the Development as established by the Planned Unit Development Overlay District Ordinance, the General Development Plan and the Specific Development Plan.
9. The development will include privately owned open spaces including multiuse pathways that will be open to the public through recorded easements and a tot lot used for the private use of the residents of the subdivision and or association.

WHEREAS, On August 8, 2019 the Plan Commission recommended approving the SDP with conditions:

1. Fencing details, if limited in the GDP/SDP.
2. Required lighting details, if limited in the GDP/SDP.
3. Examples, architectural plans or illustrations depicting the exterior design, materials and colors, height, and character of proposed structures, including elevations and interior floor plans.

WHEREAS, the Town Board concurs with these findings,

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Lisbon, Waukesha County, Wisconsin adopts the following Resolution, subject to:

1. The recitals set forth above are material to and are incorporated in this resolution.
2. The change in the zoning classification of the Property to Planned Unit Development Overlay District – GDP shall be null and void, if the following conditions of this SPD approval have not been satisfied within 12 months on the date of this resolution.
 - a. The applicant (Preserve at Harvest Ridge, LLC) has acquired ownership of all of the Property.
 - b. A stormwater management plan meeting the Town's requirements has been approved by the Town Engineer and Waukesha County.

- c. The applicant (Preserve at Harvest Ridge, LLC) has obtained Town approval of, and recorded, a Final Plat in substantially the same form as the approved Preliminary Plat.
 - d. The approved deed restrictions have been recorded and submitted to the Town.
3. The Property shall be developed and used in full compliance with the General Development Plan and a Specific Development Plan. The General Development Plan and Specific Development Plan shall constitute the zoning regulations for the Property, and may be enforced as any other zoning regulation in the Town of Lisbon. A copy of the General Development Plan and the Specific Development Plan shall be maintained and kept on file by the Town Clerk.
 4. Any subsequent change or addition to the plans or uses identified in the GDP or SDP shall first be submitted for approval to the Town Plan Commission and if, in the opinion of the Town Plan Commission, such change or addition constitutes a substantial alteration of the original plan, a public hearing shall be required pursuant to Sections 33, 35, and 36 of the Town Ordinance to amend the GDP prior to SDP and site plan approval.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 25th day of November, 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, CMC/WCMC
Town Clerk



Attachment: Legal Description of the Property

**DEVELOPER'S AGREEMENT
FOR THE PRESERVE AT HARVEST RIDGE PHASE I
TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN**

THIS AGREEMENT made this XYZ day of XYZ, 2019, between The Preserve at Harvest Ridge, LLC. N27W24025 Paul Court, Suite 100, Pewaukee, WI 53072, 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 106 acres of land in the TOWN, upon which the DEVELOPER desired to construct a 64-lot, low-density conservation 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, the DEVELOPER desires to construct the 64-lot development in three (3) phases described on EXHIBIT A Phase I being the south east portion of the subdivision bordering HWY K and encompassing lots 9-17 (9 lots) and Outlot 2, Phase II being the southwest portion of the subdivision bordering HWY K and encompassing lots 1-8 and 18-26 (17 lots) and Outlots 1 and 3, and Phase III being the northern portion bordering Ainsworth Road and encompassing lots 27-64 (38 lots).

WHEREAS, the DEVELOPER desires to further develop Phase I and Phase II as described in EXHIBIT A (sheet 2) to assist with the selection of the subdivision for the 2020 Parade of Homes which will encompass Phase I, lots 9-17.

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 and utilizing a Residential Planned Unit Development (PUD), which allows the above development; and

WHEREAS, said SUBJECT LANDS received approval by the TOWN for a Residential Planned Unit Development (PUD) Overlay to allow for lots sizes of less than one acre. The development shall follow adopted PUD 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:

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 date>.
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.
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.
6. The DEVELOPER shall maintain public streets, including snow plowing, until accepted by resolution by 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. PATHWAYS, TRAILS & COMMON AREAS. Park and Public Recreational Trail Requirements to be installed by the Developer include:

1. Trail. As part of the construction of the Improvements, the Developer shall construct a Public Recreational Trail on Outlots 1, 2, 3 and 4 approximately 6,530 feet internally looped with a northern connection at the intersection of Basham Lane and Ainsworth Road to access trail system in the neighborhood to the north. These are further detailed in **EXHIBIT A** The trail improvements shall consist of:

<i>General Location</i>	<i>Approx. Length</i>	<i>Trail type</i>	<i>Finished Surface</i>	<i>Development Terms</i>
Internally looped trail through Outlots 1, 2, 3 and 4.	6,530 feet	8' wide 12' wide easement	3" Asphalt	Developer to pay actual cost for trail grading, crushed stone, asphalt, restoration, culverts, and future maintenance.

The trail grading requirements may be waived at any location, as recommended or approved by the Town Engineer and subject to Town Board approval. The length of grading considered for reimbursement shall be adjusted accordingly.

Trails along the northern edge of Lisbon Road shall meet the Wisconsin Department of Transportation Bicycle Facility Design Handbook design criteria for bicycles traveling 18 MPH. This portion shall also meet the Waukesha County standards.

DEVELOPER shall design trails to comply with the TOWN standards, which is located in the TOWN'S Chapter 12, Land Division and Development Ordinance, Addendum B, titled "Multi-Use Trails Standard", except for

Section 3 (2) of the Ordinance, which shall be reduced to a 12 foot wide easement.

- C. COMMON AREAS. Also as part of the construction of the Improvements, the Developer shall construct a Tot Lot play structure as described in the Development Plan on Outlot 1 between Lots 5 and 6 and a fire pit within outlots in Phase III which shall be open to the public as required by the general access easement on Outlot 1 and Outlot 4 and more specifically defined in Phase III; however such use, hour of operation and easement shall be subject to the terms, conditions and restrictions established by the Preserve at Harvest Ridge Homeowners Association. General use of the Tot Lot and the fire pit shall not be more restrictive to the general public than the owners within the Preserve at Harvest Ridge Homeowners Association. Preserve at Harvest Ridge Homeowners Association reserve the right to restrict access for scheduled use of the fire pit by owners of the lots within the subdivision and residents of the Town of Lisbon.
- D. 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, 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 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.
 3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities in each Phase shall be completed and accepted by the TOWN Board before any building permits are issued for the lots within said Phase.
 4. The Developer agrees to maintain storm water drainage and drainage detention facilities as depicted on the drainage plan submitted to, and

approve by the Town Engineer. In the event drainage problems arise within the project, or are in any way related to activities conducted on the project, or are in any way related to the installation or maintenance of the storm water drainage system and detention facilities, they shall be the responsibility of the Developer, or the subsequent owners of the lots-of record, to correct the problems at the owner's expense. The developer may form a homeowner's association as part of the deed restrictions in order to satisfy future maintenance obligations.

5. 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.
 6. If required, the DEVELOPER shall clean all storm sewers, if any, prior to issuance of occupancy permits and acceptance of improvements by the TOWN Board.
 7. 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.
 8. 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 occupancy permits, if required by the TOWN Engineer.
 9. 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, 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.
- E. 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.

F. 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 occupancy 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 right-of-ways 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 or cause to be installed no less than two, four-inch diameter trees 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.
- G. 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.
 2. All traffic control signs and street signs, as required by the TOWN, will be installed within five (5) working days of the placement of the first lift of asphalt.
- H. FIRE TANK PROTECTION: DEVELOPER shall pay a fee in the amount of \$15,000 for Phase I to the TOWN equivalent to the cost of installed on-site water storage tanks per the schedule listed in Section 8.14(A) of the Land Division and Development Ordinance. All payments in lieu of shall be payed to the Town before the signing of the Final Plat.
- I. 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;
 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 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, as allowed under §236.13, after Final Acceptance, the public 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 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 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 LANDS or related activities on the SUBJECT LANDS, 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, as shown on the Preliminary Plat, 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.

- 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.

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, 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 PERMITS

It is expressly understood and agreed that no building permits shall be issued for any homes, until the TOWN Engineer has determined that the following has been completed per each phase and/or sub-phase of this Agreement and subject to TOWN Board approval:

- A. The first lift of asphalt (and shoulder stone) shall be complete for an entire phase or sub-phase listed in Exhibit A before building permits can be issued.
- B.
- C. Driveway culvert map has been approved.
- D. Proof of payment for Subdivision gas, electric, telephone and cable television utilities are provided to the TOWN.
- E. Recorded versions of Final Plat documents have been provided to the Town.
- F. All other subdivision street and drainage Improvements are substantially complete.
- G. Street and regulatory signs are in place and the TOWN has been reimbursed for costs incurred.
- H. All applicable TOWN Standards have been met.
- I. The first lift of asphalt (and shoulder stone) shall be completed on both sides of corner lots.

- J. Upon Developer's request, a permit to commence construction of a foundation or any other noncombustible structure will be granted before substantial completion of Improvements provided all Improvements related to public safety are complete and the security requirement has been met. This permit does not authorize commencement of work on a building until a permit for the construction of the building is issued.

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

XII. OCCUPANCY PERMITS

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

- A. All required grading plans have been submitted to, reviewed by and approved by the TOWN Engineer.
- B. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this Agreement (if wooded lot). 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.
- C. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- D. The DEVELOPER is not in default of any aspect of this Agreement.

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**.
- E. **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.
- F. **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.
- G. **PERMITS:** Provide and submit to the TOWN requesting the same, valid copies of any and all governmental agency permits.
- H. **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.
- I. **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.
- J. **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 according to Section 10 of the Land Division and Development Ordinance. 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. All applicable fees set forth on **EXHIBIT E** to this development are set.

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. PLANNED UNIT DEVELOPMENT (PUD)

The development shall follow adopted PUD General Development Plan (GDP) and Specific Development Plan (SDP) details approved by the Town Board and Plan Commission. The PUD GDP and SIP details are included as **EXHIBIT H** to this agreement.

XX. 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.

XXI. 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 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.

XXII. 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.

XXIII. 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.

XXIV. HEIRS & ASSIGNS

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

XXV. 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.

XXVI. 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.

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's Agreement Preserve at Harvest Ridge - 0264.998

Town Board Approved: <insert date>

UPDATED: 2019-10-31 – D.G. – Reviewed by Administrator, Planner (revisions) & Developer, Attorney_ Neumann Revisions

Page 21 of 22

DEVELOPER:

By: _____
Steve DeCleene

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:



TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

By: _____
Joseph Osterman, Chairman

By: _____
Daniel Green, Town Clerk

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 date>.

Notary Public, State of Wisconsin
My commission: _____

APPROVED AS TO FORM:

TOWN Attorney

ATTACHMENTS:

- EXHIBIT A: Site Development Plan and Phasing
- 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 H: GDP/SDP
- EXHIBIT I: Fee Exhibit

This document reviewed by:
Attorney Kathryn Sawyer Gutenkunst
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187
(262)-542-4278



PROJECT:
THE PRESERVE AT HARVEST RIDGE - PHASE 1
STOLE FAMILY CONSERVATION SUBDIVISION
TOWN OF LISBON, WISCONSIN
BY: NEWMAN DEVELOPMENTS, INC.
TOWN OF LISBON 2025 PAV. COURT, SUITE 100
PEWaukee, WI 53072

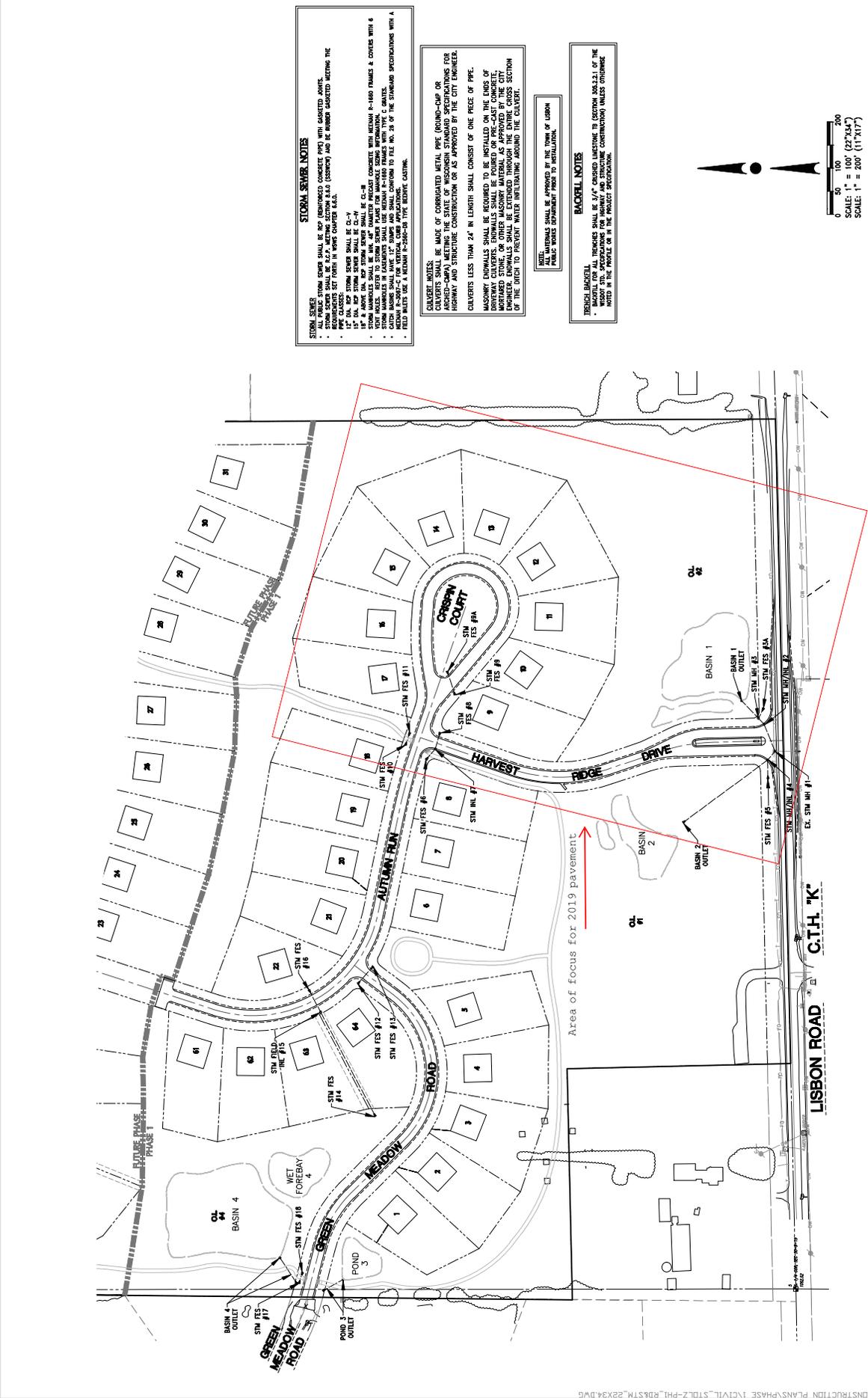
DATE	DESCRIPTION
7/19/2019	TOWN SUBMITTAL
8/19/2019	TEAM MEETING/REVISIONS
8/25/2019	REVISED DRAWING
9/10/2019	PHASE 1 SUBMITTAL
9/10/2019	PER REVIEW

DATE:
SEPTEMBER 19, 2019

JOB NUMBER:
19007

DESCRIPTION:
OVERALL
ROADWAY &
STORM SEWER
PLAN

SHEET
C4.00



STORM SEWER NOTES

- STORM SEWER MANHOLES SHALL BE 30" (MINIMUM) CONCRETE RHY WITH GASKETED JOINT.
- STORM SEWER SHALL BE R.C.P. METRIC SECTION 8.4.0 (CONCRETE) AND BE NUMBER GASKETED MEETING THE REQUIREMENTS SET FORTH IN WORKS CHAPTER 8.6.0.
- 12" DIA. TOP STORM SEWER SHALL BE C-1
- 18" & ABOVE DIA. TOP STORM SEWER SHALL BE C-1
- STORM MANHOLES SHALL BE 30" DIA. MANHOLE RINGS CONCRETE WITH METAL R-160 FRAMES & COVERS WITH 6" DIA. MANHOLES SHALL BE 30" DIA. MANHOLE RINGS CONCRETE WITH METAL R-160 FRAMES WITH TYPE C GRATES.
- STORM MANHOLES IN LANDSCAPE SHALL USE METAL R-160 FRAMES WITH TYPE C GRATES.
- MANHOLES SHALL BE 30" DIA. MANHOLE RINGS CONCRETE WITH METAL R-160 FRAMES WITH TYPE C GRATES.
- FIELD BUILTS USE A METAL R-250-250 THE EXISTING CURBING.

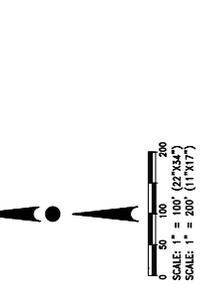
CULVERT NOTES

- CULVERT NOTES SHALL BE MADE OF CORRUGATED METAL PIPE (ROUND-CUP OR ARCHED-CUP) MEETING THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION OR AS APPROVED BY THE CITY ENGINEER.
- CULVERTS LESS THAN 24" IN LENGTH SHALL CONSIST OF ONE PIECE OF PIPE.
- MASONRY ENDWALLS SHALL BE REQUIRED TO BE INSTALLED ON THE ENDS OF CORRUGATED METAL PIPE.
- MASONRY ENDWALLS SHALL BE CONCRETE OR PRE-CAST CONCRETE.
- CONCRETE ENDWALLS SHALL BE APPROVED BY THE CITY ENGINEER.
- CONCRETE ENDWALLS SHALL BE INSTALLED ON THE ENDS OF CORRUGATED METAL PIPE.
- CONCRETE ENDWALLS SHALL BE APPROVED BY THE CITY ENGINEER.
- CONCRETE ENDWALLS SHALL BE APPROVED BY THE CITY ENGINEER.

BACKFILL NOTES

- FRENCH BACKFILL SHALL BE 3/4" GRADE SANDSTONE TO BE USED AS ALL OF THE WORK IS TO BE CONSTRUCTION FOR ROADWAY AND STRUCTURE CONSTRUCTION UNLESS OTHERWISE NOTED IN THE PLAN OR IN THE PROJECT SPECIFICATION.

NOTE:
 ALL NOTES SHALL BE APPROVED BY THE TOWN OF LISBON.
 FIELD BUILTS REMAINING FROM TO BE INSTALLED.



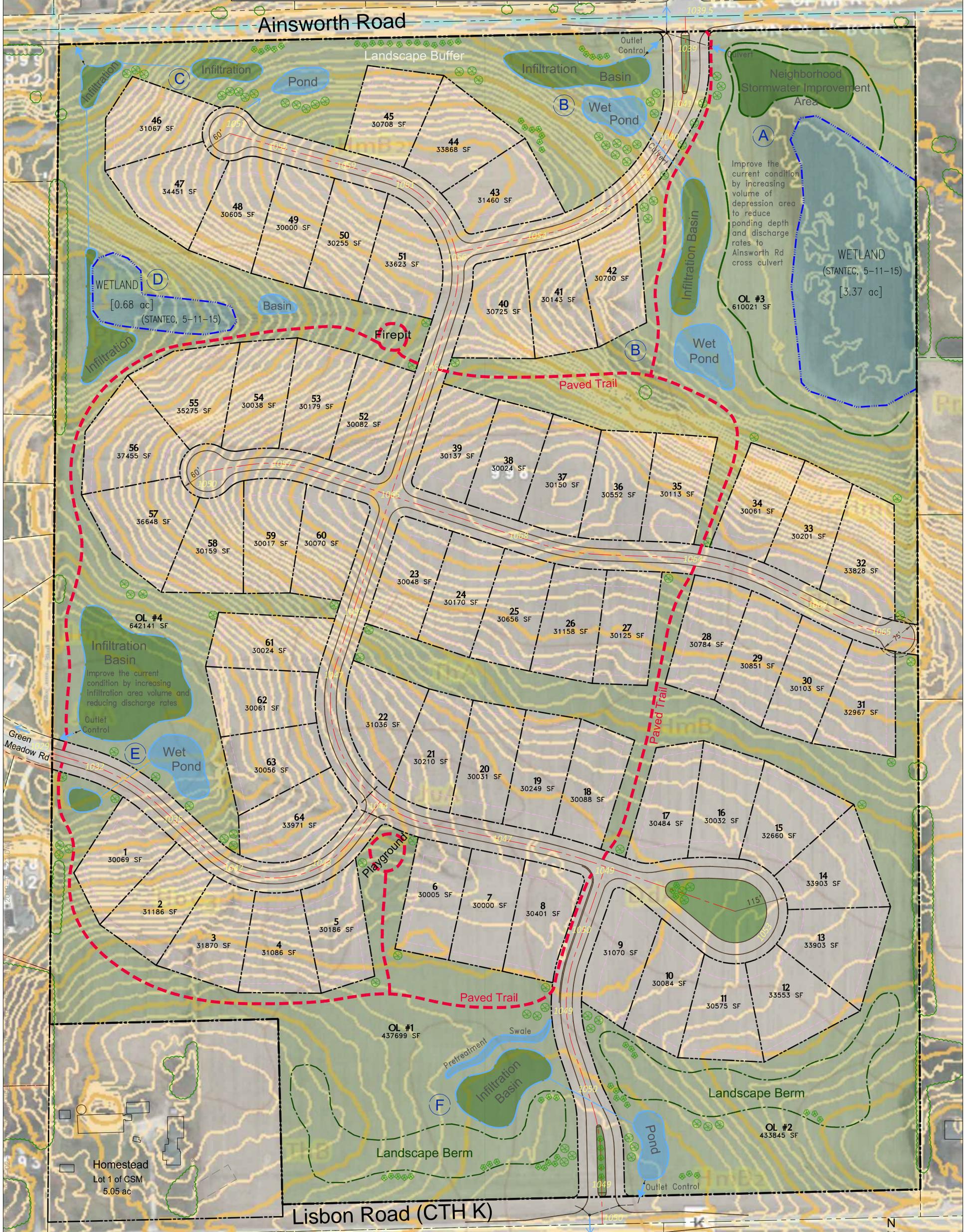
NOTE:
 CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TO LOCATE EXISTING UNDERGROUND UTILITIES. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE SITE AND HAS NOTED THE LOCATION OF ALL UNDERGROUND UTILITIES. WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.
CALL DIGGER HOTLINE 1-800-948-8811



Data Summary Table		
64 Lot Conservation Subdivision		
Total Area = ± 106.13 acres (with full ROW dedication)	PUD Proposed Standards Lot Size: 30,000 s.f. min. Lot Width: 110' minimum	PUD Open Space Calculations: Total PUD Area = 106.13 acres
Density = 1.66 acres/lot	Proposed Setbacks: Public Road = 35' Side=20' Rear=20' Lisbon & Ainsworth Rd = 50'	Outlot Area* = 48.74 ac (45.9%) - % Wetland = 4.05/48.74= 8.3% - % Stormwater = 5.4/48.74= 11.1% - % Upland = 39.29/48.74 = 80.6% [*Outlots 1, 2, 3 & 4]
Total Road Length = 6,850 l.f. [107 l.f. per lot]		



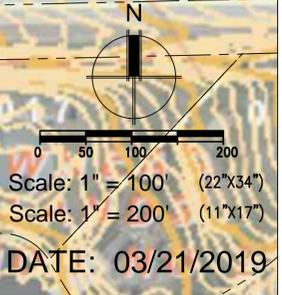
Developed By:
N27 W24025 Paul Court
Pewaukee, WI 53072



CONSERVATION SUBDIVISION

Conceptual Site Plan - Stolz Site

Lisbon Road, Town of Lisbon, WI





REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: 2020 Budget Adoption

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, November 21, 2019

RECOMMENDATION: Adopt the 2020 Budget

EXPLANATION

On Wednesday, November 13, 2019 the Town held the Budget Public Hearing and Special Town Meeting of the Electors where the electorate adopted the budget with a levy not to exceed **\$4,253,507**. Once the budget is adopted, I will print copies for the elected officials and staff.

I recommend approval.

	A	B	C	D	E	F	G
1	TOWN OF LISBON 2020 BUDGET SUMMARY						
2			Special			Stormwater	
3	Fund Balances	General	Revenue Funds	Debt Service	Capital Proj.	Utility	Total
4							
5	Fund Balance 1/1/18	\$2,545,946	\$372,750	\$366,737	\$2,538,978	\$947,557	\$6,771,968
6	2018 Revenues	\$5,657,437	\$47,902	\$1,579,585	\$555,388	\$230,597	\$8,070,909
7	2018 Expenditures	(\$5,265,376)	(\$147,590)	(\$1,925,045)	(\$1,863,586)	(\$201,399)	(\$9,402,995)
8	Fund Balance 12/31/18	\$2,938,007	\$273,063	\$21,277	\$1,230,780	\$976,754	\$5,439,881
9							
10	2019 Expected Inc / (Dec)	\$2,292,813	(\$13,290)	(\$58,595)	\$486,392	(\$40,880)	\$2,666,441
11	12/31/19 Estimated Fund Bal.	\$5,230,820	\$259,773	(\$37,318)	\$1,717,172	\$935,874	\$8,106,322
15							
16	Budgeted Revenues & Expenditures						
17	2019 Revenues	\$5,498,397	\$76,897	\$1,821,712	\$597,055	\$242,132	\$8,236,193
18	2019 Expenditures	\$5,498,397	\$86,366	\$1,821,712	\$23,158	\$296,826	\$7,726,459
19							
20	Prop. Tax Levy						
21	Year 2020 Budget	\$ 2,765,327		\$1,488,180			\$4,253,507
22	Year 2019 Budget	\$ 2,680,001		\$1,488,180			\$4,168,181
23		85,326		-			
24	% Change	3.18%		0.00%			2.05%
25	Property Tax Rate						
26	Year 2020	\$2.49		\$1.34			\$3.83
27	Year 2019	\$2.46		\$1.36			\$3.82
28							
29	% Change	1.40%		-1.73%			0.28%
30							
31	Assessed Values						
32	Year 2019	\$ 1,109,803,669					
33	Year 2018	\$ 1,090,571,753	\$ 19,231,916	increase over 2018			
34							
35	GENERAL FUND						
36			<u>2019 Budget</u>		<u>2020 Budget</u>		<u>% Change</u>
37							
38	REVENUE						
39	Property Taxes		\$ 2,680,001		\$ 2,765,327		3.2%
40	Other Taxes		\$ 90,315		\$ 95,015		5.2%
41	Intergovt. Rev.		\$ 566,735		\$ 627,151		10.7%
42	License & Permits		\$ 387,690		\$ 479,930		23.8%
43	Fines		\$ 56,000		\$ 75,500		34.8%
44	Charges for Services		\$ 1,311,612		\$ 1,317,608		0.5%
45	Interdepartmental Rev		\$ 54,600		\$ 55,000		0.7%
46	Commercial		\$ 81,066		\$ 82,866		2.2%
47	Fund Balance Applied		\$ -		\$ -		0.0%
48	Total Revenues		\$ 5,228,019		\$ 5,498,397		5.17%
49							
50	EXPENDITURES						
51	General Govt.		\$ 826,222		\$ 921,614		11.5%
52	Protection		\$ 2,022,799		\$ 2,119,581		4.8%
53	Highway & Trans.		\$ 1,349,459		\$ 1,412,454		4.7%
54	Health & Sanitation		\$ 843,350		\$ 859,520		1.9%
55	Leisure Activities		\$ 186,187		\$ 185,229		-0.5%
56	Transfers		\$ 2		\$ -		100.0%
57	Total Expenditures		\$ 5,228,019		\$ 5,498,397		5.17%

	A	B	G	H	I	J	K	L	M
1	GENERAL FUND REVENUES								
2	GL		12/31/2018	1/1/2019	10/31/2019	12/31/2019	2020		
3	ACCOUNT		YEAR END	APPROVED	END OF MONTH	ESTIMATED	ADOPTED		
4			PER AUDIT	BUDGET	ACTUAL	YEAR END	BUDGET		
5									
6	REAL ESTATE PROPERTY TAXES								
7	10-410-411-1000	GENERAL PROPERTY TAXES	2,620,336	2,680,001	2,680,002	2,680,001	2,765,327	85,326	
8		Total Real Estate Property Taxes	2,620,336	2,680,001	2,680,002	2,680,001	2,765,327	85,326	3.18%
9									
10	OTHER TAXES								
11	10-410-411-1001	OMITTED TAXES	-	-	-	-	-	-	-
12	10-410-411-1002	PMTS IN-LIEU OF TAXES (PILT)	15	15	15	15	15	-	-
13	10-410-411-4000	MOBILE HOME FEES	99,988	90,000	79,770	95,724	94,000	4,000	
14		Yearly Permit, Lottery Credit & Monthly Parking							
15		Fees (Town 60% - HSD gets balance)							
16	10-410-411-6000	MANAGED FOREST LAND	937	300	11,065	11,065	1,000	700	
17		Total Other Taxes	100,940	90,315	90,850	106,804	95,015	4,700	5.20%
18									
19	INTERGOVERNMENTAL								
21	10-430-431-1000	STATE SHARED REVENUES	118,134	118,080	17,712	118,134	118,076	(4)	
22	10-430-431-1050	STATE PP TAX AID	-	30,408	30,408	30,408	30,408	-	
24	10-430-431-1200	SNOW PLOWING - MERTON	33,321	35,000	33,931	35,000	35,000	-	
25	10-430-431-2000	FIRE INSURANCE 2% DUES	46,739	42,000	51,304	51,304	51,000	9,000	
26	10-430-431-2001	EMS - FAP	5,575	5,000	6,239	5,000	5,000	-	
27	10-430-431-3001	EXEMPT COMPUTER AID	2,422	2,481	2,481	2,481	2,481	-	
28	10-430-431-3100	STATE TRANSPORTATION AID	289,970	333,466	333,466	333,466	383,486	50,020	
29	10-430-431-3301	AG USE CONVERSION PENALTIES	18,662	300	16,209	16,209	1,000	700	
30	10-430-431-3500	MOTOR FUEL REFUND	917	-	726	1,452	700	700	
31		Total Intergovernmental	515,740	566,735	492,476	593,454	627,151	60,416	10.66%
32									
33	LICENSES, PERMITS & FEES								
34	10-440-441-1000	LIQUOR, BEER & CIGARETTE LIC	4,539	4,630	4,119	-	4,630	-	
44	10-440-441-1100	OPERATOR LICENSE	2,604	2,710	3,351	3,000	3,000	290	
45		Approximately 100 @ 30 each (\$7.50 more goes to state)							
46	10-440-441-2000	YEARLY BUSINESS LICENSE FEE	200	450	450	450	450	-	
47		H&H Auto (200); Meno Falls Rod & Gun Club (250)							
48	10-440-443-0000	BUILDING INSPECTION FEES	11,027	-	-	-	-	-	
49	10-440-443-1000	BUILDING PERMITS	310,138	195,000	147,656	253,125	200,000	5,000	
50	10-440-443-1001	STATE STAMPS	1,485	1,500	1,080	1,500	1,500	-	
51		Comes from new home constructions							
52	10-440-443-1002	HOUSE NUMBERS	702	600	698	1,397	600	-	
53	10-440-449-2001	MINERAL EXTRATION FEES	21,750	21,750	21,750	21,750	21,750	-	
54		Genesee Aggregate (3000); Halquist (1000); LaFarge (1500)							
55		Lannon Stone (12750); Stark (1000); Payne & Dolan (2500)							
56	10-440-449-2002	STREET OPENING PERMITS	2,900	3,000	3,000	3,000	3,000	-	
57	10-440-449-2004	DOG LICENSES	3,994	9,000	10,619	4,778	5,500	(3,500)	
58		Male - 74; Female - 25 @ \$15 each							
59		NM - 476; SF - 512 @ \$10 each							
60		Late Fee - 106 @ \$10 each							
61	Licenses, Permits & Fees (cont'd...)								
62	10-440-449-2006	CABLE FRANCHISE FEES	125,679	98,000	65,620	131,239	110,000	12,000	
63		PLANNING, ZONING APP FEES & AR	52,143	47,550	86,029	172,058	25,000	77,450	
64		ATTORNEY - PC - REIMB	-	-	-	-	15,000	-	
65	10-440-449-2007	PLANNER - PC - REIMB	-	-	-	-	32,000	-	
66		ENGINEER - PC - REIMB	-	-	-	-	50,000	-	
67		WC PLANNER- PC - REIMB	-	-	-	-	3,000	-	
68	10-440-449-2009	CULVERT PERMIT & INSP FEES	4,263	3,500	3,163	5,421	4,500	1,000	
69		50% to this acct; 50% to storm water revenue							
70		Total Licenses, Permits & Fees	541,422	387,690	347,534	597,719	479,930	92,240	23.79%
71									
72	FINES, FORFEITURES & PENALTIES								
73	10-450-450-1000	COURT PENALTIES & COSTS	57,225	55,000	91,267	80,000	75,000	20,000	
74	10-450-450-3000	PARKING VIOLATIONS	280	1,000	245	500	500	(500)	
75	10-450-450-9000	OTHER LAW & ORDINANCE VIOLA	55	-	214	250	-	-	
76		Total Fines, Forfeitures & Penalties	57,560	56,000	91,726	80,750	75,500	19,500	34.82%
77									
78	PUBLIC CHARGES FOR SERVICES								
79	10-460-461-2000	TREASURER FEES	60	-	175	350	150	150	
80		NSF Reimb's & Prop Tax Lookups							
81	10-460-461-2001	ASSESSMENT LETTERS	646	800	1,305	2,610	900	100	
82	10-460-462-2000	FIRE INSPECTION FEES	67,849	24,000	30,197	60,395	15,000	(9,000)	25,000
83	10-460-462-2100	COMMUNITY PARAMEDIC PROGRAM	-	-	-	-	-	-	
84	10-460-462-2200	PARAMEDIC PROGRAM REIMBURSE	-	-	1,747	-	-	-	
85	10-460-462-2500	BARK RIVER EMERGENCY SVCS	-	13,750	21,000	21,000	12,000	(1,750)	
86	10-460-462-3000	AMBULANCE FEES	253,212	230,000	354,935	532,402	250,000	20,000	
87	10-460-462-3100	INTER-FACILITY TRANSPORTS	274,446	200,000	352,253	528,380	180,000	(20,000)	225,000
88	10-460-462-3200	MISCELLANEOUS FIRE SERVICE FEE	375	-	-	-	-	-	
89	10-460-463-1000	SUBDIVISION CASH DPZTS - HWY	465	500	168	336	-	(500)	
90		Cash Bond for Hwy & Streets Installations							
94	10-460-464-2000	REFUSE/GARBAGE FEES	822,279	837,250	842,259	844,000	853,995	16,745	
95	10-460-464-4000	WEED & NUISANCE CONTROL	1,200	1,500	1,300	1,500	1,500	-	
96	10-460-464-5000	TIRE ROUND-UP	244	250	465	465	500	250	
97	10-460-467-2001	PARK SHELTER RENTALS	2,950	3,500	4,620	3,500	3,500	-	
99	10-460-467-5004	WPRA TICKET PROCEEDS (NET)	1,886	62	63	63	63	1	
100		Total Public Charges for Services	1,425,612	1,311,612	1,610,487	1,995,001	1,317,608	5,996	0.46%
101									
102	INTERDEPARTMENTAL CHARGES								
104	10-470-474-1100	EQUIPMENT-STORM	54,600	54,600	54,600	54,600	55,000	400	
105		Total Interdepartmental Charges	54,600	54,600	54,600	54,600	55,000	400	0.73%

	A	B	G	H	I	J	K	L	M
1	GENERAL FUND REVENUES								
2	GL		12/31/2018	1/1/2019	10/31/2019	12/31/2019	2020		
3	ACCOUNT		YEAR END	APPROVED	END OF MONTH	ESTIMATED	ADOPTED		
4			PER AUDIT	BUDGET	ACTUAL	YEAR END	BUDGET		
106									
107	MISCELLANEOUS REVENUES								
108	10-480-481-1000	BANK INTEREST INCOME	56,706	30,000	73,341	88,010	60,000	30,000	
109	10-480-481-1100	INVESTMENT INCOME (LOSS)	2,094	-	7,994	9,593	-	-	
110	10-480-483-0000	PROPERTY SALES	-	-	-	-	-	-	
111	10-480-483-0900	SALE OF OTHER EQUIP & PROPERTY	53,875	-	1,175,000	2,350,000	-	-	
113	10-480-485-0003	FIRE DEPT DONATIONS	1,200	-	-	-	-	-	
114	10-480-485-0004	PARK DEPT DONATIONS	1,700	-	215	430	-	-	
117	10-480-489-0000	OTHER MISC. REVENUE	62,469	-	2,484	3,000	-	-	
118	10-480-489-0001	INSURANCE RECOVERIES	40	-	40	80	-	-	
119	10-480-489-0003	FD COMMUNITY ROOM RENTALS	100	300	600	800	300	-	
120	10-480-489-0004	RECYCLING DIVIDENDS	58,548	49,766	19,066	19,066	19,066	(30,700)	
123	10-480-489-0007	PRIOR YEAR VOIDED CK REVENUE	7,926	-	-	7,926	2,000	2,000	
124	10-480-489-0700	SALE OF RECYCLED MATERIAL	-	-	-	-	-	-	
125	10-480-489-4101	SEPTAGE CREDITS	1,653	1,000	1,108	2,215	1,500	500	
126	10-480-489-4102	SEWER CAPACITY CHARGES	-	-	-	-	-	-	
127		Total Miscellaneous Revenues	346,442	81,066	1,279,848	2,481,120	82,866	1,800	2.22%
128									
129	OTHER FINANCING SOURCES								
130		PROCEEDS FROM LONG-TERM LOANS							
131	10-490-491-0000	PROCEEDS OF LONG TERM DEBT	-	-	-	-	-	-	
132	10-490-491-0001	BORROWING GENERAL GOVT	-	-	-	-	-	-	
133	10-490-491-0002	BORROWING FIRE	-	-	-	-	-	-	
134	10-490-491-0003	BORROWING POLICE	-	-	-	-	-	-	
135	10-490-491-0004	BORROWING HIGHWAY	-	-	-	-	-	-	
136	10-490-491-0005	BORROWING PARKS	-	-	-	-	-	-	
137	10-490-491-0010	PROCEEDS FROM CAPITAL LEASE	-	-	-	-	-	-	
138	10-490-491-1500	PROCEEDS OF REFINANCE BONDS	-	-	-	-	-	-	
139									
140		Total Other Financing Sources	0	0	0	0	0	0	#DIV/0!
141									
142	TRANSFERS FROM OTHER FUNDS								
143	10-490-492-0000	TRANSFER FROM PARK FUND	-	-	-	-	-	-	
144	10-490-492-1000	TRANSFER FROM GENERAL FUND	-	-	-	-	-	-	
145	10-490-492-2000	TRANSFER FROM SPECIAL REV FUND	-	-	-	-	-	-	
146	10-490-492-3000	TRANSFER FROM DEBT SER. FUND	-	-	-	-	-	-	
147	10-490-492-4000	TRANSFER FROM CAP PROJ FUND	-	-	-	-	-	-	
148	10-490-492-9001	TRANSFER FROM BUILDING FUNDS	-	-	-	-	-	-	
150	10-490-492-9003	TRANSFER FROM MEMORIAL FUND	-	-	-	-	-	-	
151		Total Transfers from Other Funds	0	0	0	0	0	0	
152									
153	SURPLUS APPLIED / USE OF FUND BALANCE								
154	need acct #	Assigned Fund Balance Applied	-	-	-	-	-	-	
155	need acct #	Unassigned Fund Balance Applied	-	-	-	-	-	-	
156		Total Surplus Applied / Use of Fund Balance	0	0	0	0	0	0	
157		Total Other Financing Sources	0	0	0	0	0	0	
158		TOTAL REVENUES	5,662,652	5,228,019	6,647,522	8,589,448	5,498,397	270,378	5.17%

	A	B	G	H	I	J	K	L	M
1	GENERAL FUND EXPENDITURES								
2			12/31/2018	1/1/2019	10/31/2019	2019	2020		
3	G/L		YEAR END	APPROVED	END OF MONTH	ESTIMATED	ADOPTED		
4	ACCOUNT		PER AUDIT	BUDGET	ACTUAL	YEAR END	BUDGET		
5									
6	TOWN BOARD								
7	10-511-510-1100	SALARIES - TOWN BOARD	32,256	29,775	24,813	29,775	29,775	0	
8		<i>Chairman - 726.94/mo; Sups - 4 @438.58/mo</i>							
9	10-511-520-2100	SOCIAL SECURITY - TOWN BOARD	2,278	2,278	2,079	2,278	2,278	(0)	
10	10-511-530-3700	DUES/FEES/SUBS - TOWN BOARD	1,221	1,275	2,617	2,617	1,251	(24)	
11		<i>W.C. Public Official Directories (39); WTA Dues (1187)</i>						-	
12		<i>Public Officials Bond Odd Years (1360); LWM Magazine (25)</i>						-	
13	10-511-530-7700	EDUCATION - TOWN BOARD	10	400	35	35	400	-	
14		<i>WTA & BOR Seminars</i>						-	
15	10-511-530-7800	MILEAGE - TOWN BOARD	-	-	-	-	-	-	
16	10-511-530-8000	INCORPORATION EFFORTS	-	-	23,615	50,000	-	-	
17		<i>Attorney, Planner & Mailings, Codification to re-write zoning code.</i>							
18		<i>Shoreland FI Code, Town Code, Promo Materials, Lanser PA</i>							
19		<i>Update comp plan maps, impact fees</i>							
20		Total Town Board	35,765	33,728	53,159	84,705	33,704	(24)	-0.07%
21									
22	ADMINISTRATOR (Less SW & TID Allocations)								
23	10-512-520-1100	SALARY - ADMINISTRATOR	99,613	76,500	61,004	74,100	77,648	1,148	
28	10-512-520-2100	FICA - ADMINISTRATOR	7,726	5,852	4,691	5,575	5,940	88	
29	10-512-520-2200	WRS - ADMINISTRATOR	4,752	5,011	4,138	4,767	5,241	230	
30	10-512-520-2300	GROUP INS. - ADMINISTRATOR	2,033	6,184	5,103	5,772	5,985	(199)	
31	10-512-520-2400	DENTAL INS. - ADMINISTRATOR	216	-					
32	10-512-530-3700	DUES/FEES/SUBS - ADMINISTRATOR	1,001	700	808	1,033	1,050	350	
33		<i>WMCA (65); WICMA (128); ICMA(680); IIMC (160)</i>							
34	10-512-530-4000	MONTHLY PHONE - ADMINISTRATOR	158	600	487	480	480	(120)	
35	10-512-530-7700	EDUCATION - ADMINISTRATOR	601	2,250	1,527	2,250	3,000	750	
36		<i>Planetizen - Planning/Zoning/Economic Devlmp (200)</i>							
37		<i>ICMA Webinars: (1100) IIMC Leadership Program (1700)</i>							
38	10-512-530-7800	MILEAGE - ADMINISTRATOR	483	600	207	600	600	-	
39		Total Administrator	121,531	97,697	77,964	94,578	99,943	2,246	2.30%
40									
41	CLERK & RECEPTION (Less SW & Compost Allocations)								
42	10-519-520-1100	SALARIES - CLERK & RECEPTION	2,110	80,801	64,131	79,883	79,410	(1,391)	
43	10-519-520-2100	FICA - CLERK & RECEPTION	-	6,181	5,298	6,111	6,075	(106)	
44	10-519-520-2200	WRS - CLERK & RECEPTION	5,458	5,292	4,330	5,232	5,360	68	
45	10-519-520-2300	GROUP INS. - CLERK & RECEPTION	332	7,037	10,235	12,437	6,645	(392)	
46	10-519-520-2400	DENTAL INS. - CLERK & RECEPTION	-	-					
47	10-519-530-3700	DUES/FEES/SUBS - CLERK & RECEPTION	85	300	247	300	305	5	
48		<i>WMCA (65); IIMC (160); Notary-2 (80)</i>							
49	10-519-530-4000	DOG LICENSE MAILING	-	1,000	-	462	500	(500)	
50	10-519-530-5000	OPERATORS LIC. BACKGROUND CK	658	630	448	630	750	120	
51		<i>Applicant pays \$7.50 per background check</i>							
52	10-519-530-7700	EDUCATION - CLERK & RECEPTION	558	3,700	1,142	3,700	3,700	-	
53		<i>WMCA (1000), Regis, Hotel, Parking & Meals & D5 Sessions</i>							
54	10-519-530-7800	MILEAGE - CLERK & RECEPTION	384	600	375	600	600	-	
55		<i>W.C Admin/Courthouse, Elections, Classes, Mtgs, Errands, etc</i>							
56		Total Clerk & Reception	9,585	105,541	86,208	109,355	103,345	(2,196)	-2.08%
57									
58	ELECTIONS - 4 (PRESIDENTIAL YEAR)								
59	10-513-510-1100	SALARIES - ELECTION	20,483	10,697	4,800	4,800	24,528	13,831	
61	10-513-530-3100	SUPPLIES - ELECTION	2,556	4,639	1,884	4,600	4,485	(154)	
62		<i>Ballots, AB Envelopes, Supplies & Food, Modems</i>							
63	10-513-530-3400	POSTAGE - ELECTION	-	600	535	535	4,800	4,200	
64	10-513-530-4400	CONTRACTED SERVICES - ELECTION	975	975	975	975	975	-	
65		<i>ES&S Machine Maintenance & Software Updates</i>							
68	10-513-530-7800	MILEAGE - ELECTION	-	250	-	-	-	(250)	
69		Total Elections	24,014	17,161	8,193	10,910	34,788	17,627	102.72%
70									
71	TREASURER (Less SW Allocations) & DEPUTY CLERK-FINANCE								
72	10-514-520-1100	SALARIES - TREAS & DC FINANCE	31,782	71,351	51,871	69,795	75,503	4,152	
73	10-514-510-1200	OT WAGES SS & WRS - DC FINANCE	-	4,568	179	4,500	4,576	8	
74	10-514-510-1900	SALARIES - TREASURER ASSISTANT	1,016	-	-	-	-	-	
75	10-514-520-2100	FICA - TREAS & DC FINANCE	2,372	5,458	4,321	5,339	5,776	318	
76	10-514-520-2200	WRS - TREAS & DC FINANCE	4,993	4,673	3,473	4,571	5,096	423	
77	10-514-520-2300	GROUP INS. - DC FINANCE	611	9,870	4,070	8,141	4,333	(5,537)	
78	10-514-520-2400	DENTAL INS. - DC FINANCE	-	-					
79	10-514-530-3100	SUPPLIES	1,157	1,000	439	1,000	1,000	-	
80		<i>Tax Collection, Envelopes, Banyon Help</i>							
81	10-514-530-3700	DUES/FEES/SUBS - TREAS	2,603	1,100	1,035	1,538	1,100	-	
82		<i>MTAW (50), Bank, NSF & Wire Xfer Fees</i>							
83	10-514-530-4200	AUDIT & ACCOUNTING FEES	21,050	14,950	18,365	18,365	15,865	915	
84		<i>Baker Tilly (15,400 - 2019 Financials); Actuary Fees (465)</i>							
85	10-514-530-4400	CONTRACTED SERVICES - TREASURER	5,219	5,750	1,363	2,913	4,950	(800)	
86		<i>Tax Bill Printing & Mailing</i>					3,000		
87		<i>Check Signer</i>					600		
88		<i>Ehlers Annual Reporting</i>					750		
89		<i>Waukesha State Bank Tax Processing</i>					600		
90	10-514-530-7700	EDUCATION - TREAS & DC FINANCE	1,726	1,200	2,720	3,000	5,500	4,300	
91		<i>MTAW Meetings (100); MTAW Conf (1000); Amy UWGB T3 (1000)</i>							
92		<i>Natasha UWGB C1 (1000); Ehlers, WTA, Civic (2000)</i>							
93	10-514-530-7800	MILEAGE - TREAS & DC FINANCE	565	400	483	500	500	100	
94		Total Treasurer & Deputy Clerk-Finance	73,095	120,320	88,320	119,661	124,199	3,679	3.22%
95									

	A	B	G	H	I	J	K	L	M
1	GENERAL FUND EXPENDITURES								
2			12/31/2018	1/1/2019	10/31/2019	2019	2020		
3	G/L		YEAR END	APPROVED	END OF MONTH	ESTIMATED	ADOPTED		
4	ACCOUNT		PER AUDIT	BUDGET	ACTUAL	YEAR END	BUDGET		
96	ASSESSOR								
97	10-515-530-4400	CONTRACTED SERVICES - ASSESSOR	32,100	32,100	26,750	32,100	37,800	5,700	
98	10-515-530-4410	ASSESSMENT OF MFG PROPERTY	1,258	1,250	1,212	1,250	1,250	-	
99		Total Assessor	33,358	33,350	27,962	33,350	39,050	5,700	17.09%
100									
101	TOWN HALL								
102	10-516-530-3100	OFFICE SUPPLIES - TOWN HALL	4,261	6,000	3,200	6,000	6,000	-	
103		<i>Paper, Supplies, Envelopes, etc.</i>							
104	10-516-530-4400	CONTRACTED SVS -TOWN HALL	30,941	24,885	27,257	30,443	22,972	(1,913)	
105		<i>Civic Systems Software Payment</i>					1,889		
106		<i>Civic Systems Hosting</i>					4,500		
107		<i>Bonafide Security System Monitoring</i>					675		
108		<i>Premium Waters</i>					420		
109		<i>Merry Maids</i>					2,940		
110		<i>PSN yearly security fee + swiper</i>					148		
111		<i>Waukesha County Quarterly Tax Billing</i>					6,940		
112		<i>OneClick Website</i>					4,560		
113		<i>ITU AbsorbTech - Rugs</i>					900		
114	10-516-530-5210	BLDG MAINTENANCE - TOWN HALL	3,429	1,000	253	1,000	1,600	600	
115		<i>Batzner Pest Control</i>					600		
116		<i>Carpet Cleaning</i>					400		
117		<i>Other</i>					600		
118	10-516-530-5400	EQUIP MAINTENANCE - TOWN HALL	89	500	-	500	500	-	
119	10-516-530-7100	HEAT - TOWN HALL	1,047	1,200	836	1,650	1,700	500	
120	10-516-530-7150	ELECTRICITY - TOWN HALL	3,740	5,400	2,295	3,750	4,000	(1,400)	
121	10-516-530-7200	TELEPHONE - TOWN HALL	242	350	333	333	-	(350)	
122		For Use of Capital Expenditures		14,900	14,014	14,014	-	(14,900)	
123		Total Town Hall	43,749	54,235	48,189	57,690	36,772	(17,463)	-32.20%
124									
125	GENERAL GOVERNMENT								
137	10-518-530-3200	GOOD & WELFARE - GEN GOV'T	533	3,750	2,257	3,750	4,000	250	
138		<i>Funeral /Surgery Flowers: Xmas Party:</i>							
139	10-518-530-3400	POSTAGE - GEN GOV'T	4,322	12,978	6,406	12,813	13,367	389	
140		<i>Regular (8000); Newsletter (3800)</i>							
141		<i>Tax Bill Receipt Mailings (800)</i>							
142	10-518-530-3500	NEWSLETTER PRINTING	3,399	5,000	1,767	3,533	5,000	-	
143	10-518-530-3600	LEGAL NOTICES PUBLICATIONS	2,648	2,266	2,006	4,012	4,000	1,734	
144		<i>All Notices: PH, Election, Liquor, etc.</i>							
146	10-518-530-3800	IT SERVICES - GEN GOV'T	5,715	23,473	28,394	34,500	29,287	5,814	
147		<i>OC - Managed Service Plan</i>					11,448		
148		<i>OC - Ninja Remote Software (44 @ \$14.42/month)</i>					7,614		
149		<i>OC - BitDefender Antivirus (44 @ \$4.11/month)</i>					2,170		
150		<i>OC - Dialtone Phones (7 lines @ \$25.99/month)</i>					2,183		
151		<i>OC - Cloud Backup no increase</i>					1,000		
152		<i>My Fax</i>					120		
153		<i>Gsuite for Business (33 users \$12 per user/month)</i>					4,752		
154	need new GL #	IT Upgrades Proposed by OneClick, Laserfiche and/or iPads or some combination thereof					6,675	6,675	
155		<i>Main server is running out of space & resources. Take files from there and put on a separate server with high availability and frees up space for more virtual machines for FD</i>							
156		<i>New Computer - Treasurer; Windows 7 not supported anymore & current computer has a failing hard drive</i>							
157		<i>New Computer - Fire Chief; Windows 7 not supported anymore & current computer has a failing hard drive</i>							
158		<i>New Computer - Park Director; Windows 7 not supported anymore & needs a new router & access point to fix server connection issues</i>							
159		<i>Upgrades to Admin, Clerk, DCF & DCR computers. All on Windows 8; at end all computers will be on Windows 10</i>							
160	10-518-530-3900	UNEMPLOYMENT INS & WAGES	655	2,500	105	200	1,000	(1,500)	
161	10-518-530-4000	EQUIPMENT LEASES - GEN GOV'T	5,421	6,000	2,783	6,000	6,000	-	
162		<i>Postage Meter (2000) & Copy Machine (4000)</i>							
163	10-518-530-4100	DUES/FEES/SUBS - GEN GOV'T	991	1,750	2,015	2,015	1,474	(276)	
164		<i>Adobe Subscription</i>					820		
165		<i>Waukesha Freeman</i>					165		
166		<i>Doodle</i>					49		
167		<i>Sams Club</i>					240		
168		<i>FB Event Boosts</i>					200		
169	10-518-530-4110	LEGAL FEES - GEN GOV'T	48,352	70,000	16,019	50,000	70,000	-	
170	10-518-530-4120	LEGAL FEES - MUNICIPAL COURT	8,714	14,579	7,088	9,000	10,000	(4,579)	14,500
171		<i>Attorney (\$750/mo + \$1k case charges & New Building Lease</i>							
172	10-518-530-4130	LABOR ATTY - ALL BUT FD	23,042	10,000	9,364	10,000	10,000	-	
175	10-518-530-4600	INTERNET / SERVER	3,371	3,500	5,000	5,800	5,760	2,260	
176		<i>Server</i>					2,100		
177		<i>GoodHope</i>					1,200		
178		<i>Parks</i>					1,020		
179		<i>Town Hall</i>					1,440		
180	10-518-530-5600	STORMWATER	25,348	-	500	-	-	-	
181	10-518-530-5700	LAND ACQUISITION/DEVELOPMENT	3,057	-	6,907	6,907	-	-	
182		<i>Haass Farms Subdivision Work Prior to Closing</i>							
183	10-518-530-7300	TOWN INS - PROP LIAB CYBER CRM	39,000	39,727	40,629	42,000	39,509	(218)	
184		Cyber Liability Insurance					2,000	2,000	
185		Commercial Crime					535	535	
187	10-518-530-7400	EMPLOYEE BONDS	480	500	-	-	-	(500)	
188	10-518-530-7500	WORKERS' COMP INSURANCE	60,161	47,437	78,383	46,279	42,805	(4,632)	
189	10-518-530-9000	MISC EXPENSE	-	-	998	998	-	-	
190	10-518-530-9200	BAD DEBT WRITEOFF	3,013	10,000	20,720	21,000	-	(10,000)	
191		<i>For invoices past statute of limitations for trying to collect</i>							
192	10-518-530-9300	COLLECTION FEES - GEN GOV'T	121	500	-	-	500	-	
196		Total General Government	491,598	253,960	231,340	402,151	251,912	(2,048)	-0.81%

	A	B	G	H	I	J	K	L	M
1	GENERAL FUND EXPENDITURES								
2			12/31/2018	1/1/2019	10/31/2019	2019	2020		
3	G/L		YEAR END	APPROVED	END OF MONTH	ESTIMATED	ADOPTED		
4	ACCOUNT		PER AUDIT	BUDGET	ACTUAL	YEAR END	BUDGET		
197									
198	PLANNING & ZONING								
199	10-563-510-1100	SALARIES - PC	1,192	1,500	733	1,333	1,500	-	
200	10-563-520-2100	FICA - PC	82	115	59	102	-	(115)	
201	10-563-530-3100	WC ROD & LARGE FORMAT SCANNING	150	1,500	1,315	1,500	2,500	1,000	
203	10-563-530-4120	ATTORNEY - PC - REIMB	5,833	15,000	7,053	9,403	15,000	-	linked to rev
204	10-563-530-4110	ATTORNEY - PC - NON-REIMB	19,168	10,000	18,003	27,004	30,000	20,000	
205	10-563-530-4200	PLANNER - PC - REIMB	31,124	30,000	22,875	34,313	32,000	2,000	linked to rev
206	10-563-530-4300	PLANNER - PC - NON-REIMB	53,173	30,000	27,145	46,535	50,000	20,000	
207	10-563-530-4350	ENGINEER - PC - REIMB	5,759	5,000	45,947	78,766	50,000	45,000	linked to rev
208	10-563-530-4375	ENGINEER - PC - NON-REIMB	14,228	5,000	2,682	5,000	11,500	6,500	
209	10-563-530-4400	WC PLANNER - PC - REIMB	2,203	5,250	1,904	7,618	3,000	(2,250)	linked to rev
210	10-563-530-4410	WC PLANNER - PC - NON-REIMB	2,940	2,000	852	2,000	2,000	-	
211	10-563-530-4500	BOARD OF APPEALS MTG PAY (AP)	200	400	50	200	400	-	
212		Total Planning & Zoning	136,052	110,230	128,618	218,239	197,900	87,670	79.53%
213									
214		TOTAL ADMINISTRATIVE	968,746	826,222	749,953	1,130,639	921,614	95,392	11.55%
215									
216	POLICE & FIRE COMMISSION								
217	10-520-510-1100	SALARIES - P&F COMMISSION (AP)	400	625	350	625	625	-	
218	10-520-530-3100	SUPPLIES - P&F COMMISSION	-	50	75	75	50	-	
219	10-520-530-3120	BKGRND CHECKS - P&F COMMISSION	-	250	-	-	250	-	
220	10-520-530-4110	LABOR ATTY - P&F COMMISSION	342	1,000	11,955	15,000	5,000	4,000	
221		Total Police & Fire Commission	742	1,925	12,380	15,700	5,925	4,000	207.79%
222									
223	POLICE DEPARTMENT								
224	10-521-530-4400	CONTRACTED SERVICES - WCSO	700,337	707,651	648,680	707,651	731,062	23,411	
225	10-521-530-4405	OVERTIME - WCSO	14,622	20,000	6,340	20,000	20,000	-	
226	10-521-530-4406	TRANSCRIPTION - WCSO	10,835	10,500	4,611	5,611	-	(5,611)	
227	10-521-530-4407	HOUSING - WCSO	1,774	2,500	825	468	2,000	(500)	
228	10-521-530-4410	TICKET PROCESSING - SUSSEX	8,627	8,750	7,523	8,750	8,750	-	
229	10-521-530-5000	NNO PROMO MATERIALS - WCSO	-	1,000	554	554	1,000	-	
231		Total Police Department	736,196	750,401	668,533	743,034	762,812	12,411	1.65%
232									
233	FIRE DEPARTMENT								
234	10-522-510-1100	SALARIES - FD	510,282	593,086	455,238	572,500	610,504	17,418	
235		NEW FT EMPLOYEE START JULY 1					30,000	30,000	
236	10-522-510-1800	BARK RIVER SALARIES - FD	9,500	16,320	14,963	18,750	21,420	5,100	
237	10-522-510-1200	COMP TIME PAID - FD	1,242	1,400	1,538	1,400	1,400	-	
238	10-522-520-2100	FICA - FD	37,787	46,620	38,593	43,800	48,342	1,722	
239	10-522-520-2200	WRS - FD	37,097	43,585	36,450	43,400	45,179	1,594	
240	10-522-520-2300	GROUP INSURANCE - FD	20,585	47,718	35,589	40,000	42,330	(5,388)	
241	10-522-520-2400	DENTAL INSURANCE - FD	2,261	-					<i>included dental w/group ins above</i>
242	10-522-510-1500	INSURANCE OPT OUT - FD	11,105	-					<i>included opt-out w/group ins above</i>
243	10-522-520-2250	LENGTH OF SERVICE PMT / VFIS	17,012	19,000	16,543	16,543	19,000	-	
244	10-522-530-3100	SUPPLIES - FD	6,765	6,000	3,039	6,000	6,000	-	
245	10-522-530-3105	BARK RIVER SUPPLIES & MATERIAL	-	2,000	-	2,000	2,000	-	
246	10-522-530-3140	INSPECTION & PUBLIC ED - FD	949	500	254	500	500	-	
247	10-522-530-3200	GOOD & WELFARE - FD	5,230	5,500	4,900	5,500	5,500	-	
248	10-522-530-3700	GAS/OIL/GREASE - FD	11,337	13,000	8,100	13,000	13,000	-	
249	10-522-530-3810	UNIFORMS - FD	1,906	7,400	1,729	7,400	8,400	1,000	
250	10-522-530-4100	DUES/FEES/SUBS - FD	654	650	695	601	650	-	
251		<i>WSFCA (190), WCFCA (200), Publications (200), Interest & Fees</i>							
252	10-522-530-4400	CONTRACTED SERVICES - FD	29,961	25,250	14,227	25,250	24,082	(1,168)	
277	10-522-530-4600	INTERNET - FD	1,538	-	-	-	-	-	
278	10-522-530-5200	BLDG MAINTENANCE - FD	1,417	5,000	2,350	5,000	5,000	-	
279	10-522-530-5410	EQUIPMENT MAINTENANCE - FD	4,352	10,000	4,666	10,000	10,000	-	
280	10-522-530-5420	RADIO MAINTENANCE - FD	1,014	1,500	143	1,500	2,480	980	
281	10-522-530-5430	ELECTRONIC COMS UPDATES - FD	3,830	4,000	3,880	4,000	4,000	-	
282	10-522-530-5500	VEHICLE MAINTENANCE - FD	16,496	18,750	13,813	20,000	18,750	-	
283	10-522-530-7100	HEAT - FD	7,020	12,000	6,219	12,000	12,000	-	
284	10-522-530-7150	ELECTRICITY - FD	15,347	18,000	12,822	18,000	18,000	-	
285	10-522-530-7200	CHIEF PHONE US CELL - FD	1,233	1,100	724	1,054	660	(440)	
287	10-522-530-7250	SEWER FLOW SUSSEX - FD	497	500	495	848	750	250	
288	10-522-530-7260	SEWER MAINTENANCE - FD	3,451	6,000	3,390	6,000	6,000	-	
289	10-522-530-7700	EDUCATION - FD	33,164	35,000	32,293	32,500	35,000	-	
290	10-522-530-7800	MILEAGE - FD	166	250	-	250	250	-	
291	10-522-530-4300	SINKING FUND-EQUIP - FD	-	111,427	-	-	130,000	18,573	
292		For Use of Capital Expenditures		0	0	0	7,158	7,158	
293		Total Fire Department	793,197	1,051,556	712,651	907,796	1,128,355	76,799	7.30%
294									
295	AMBULANCE								
296	10-523-530-3700	GAS/OIL/GREASE - AMBO	8,320	9,000	8,134	9,000	9,000	-	
297	10-523-530-3850	OXYGEN - AMBO	1,840	1,600	2,408	1,600	1,600	-	
298	10-523-530-3860	MEDICAL SUPPLIES - AMBO	19,556	20,000	12,838	20,000	20,000	-	
299	10-523-530-4400	CONTRACTED SVCS - AMBO BILLING	29,084	25,800	25,933	27,500	28,000	2,200	
300	10-523-530-4600	DATA CONNECTION - AMBO	2,489	3,500	2,339	3,500	3,500	-	
301	10-523-530-5500	MAINTENANCE - AMBO	10,848	7,000	14,362	7,000	7,000	-	
302	10-523-530-9200	BAD DEBT WRITEOFF - AMBULANCE	-	-	404,014	350,000	-	-	
303	10-523-530-9300	BAD DEBT- Allowance Adjustment	-	-	(47,258)	-	-	-	
304		Total Ambulance	72,137	66,900	422,770	418,600	69,100	2,200	3.29%

	A	B	G	H	I	J	K	L	M
1	GENERAL FUND EXPENDITURES								
2			12/31/2018	1/1/2019	10/31/2019	2019	2020		
3	G/L		YEAR END	APPROVED	END OF MONTH	ESTIMATED	ADOPTED		
4	ACCOUNT		PER AUDIT	BUDGET	ACTUAL	YEAR END	BUDGET		
305									
306	BUILDING INSPECTION								
307	10-524-530-3100	SUPPLIES - BLDG INSP	9,337	3,767	5,450	4,070	2,389	(1,378)	
308		<i>State Stamps (1700), Acctg Software (1889), Permit Cards (500)</i>							
309	10-524-530-4400	CONTRACTED SVCS - BLDG INSP	232,604	146,250	110,742	150,624	150,000	3,750	
310		<i>75% / 25%</i>							
311	10-524-530-4500	MTGS & ENFORCEMENT - BLDG INSP	1,007	2,000	768	1,100	1,000	(1,000)	
312		Total Building Inspection	242,947	152,017	116,960	155,794	153,389	1,372	0.90%
313									
314		Total Protection of Persons & Property	1,845,219	2,022,799	1,933,295	2,240,924	2,119,581	96,782	4.78%
315									
316	HIGHWAY DEPARTMENT								
317	10-533-520-1100	SALARIES - HIGHWAY	336,462	331,102	259,107	318,096	341,316	10,214	
318		<i>1 - PWD; 1 - PWF; 1 - Park Laborer; 3 - DPW Laborers</i>							
319	10-533-510-1150	SALARIES - PT SUMMER - HIGHWAY	959	10,000	10,834	11,000	11,000	1,000	
320	10-533-520-1200	OVERTIME - HIGHWAY	30,425	29,704	20,550	30,000	30,298	594	
321	10-533-510-1400	INSURANCE OPT OUT - HWY	6,358	-	-	30,000	-	-	
322	10-533-510-1500	SALARIES - PT PLOW - HIGHWAY	8,519	16,236	11,627	16,000	16,561	325	
323	10-533-520-2100	FICA - HIGHWAY	27,240	25,329	24,322	25,329	28,216	2,887	
324	10-533-520-2200	WRS - HIGHWAY	24,946	21,687	18,838	21,687	23,039	1,352	
325	10-533-520-2300	GROUP INSURANCE - HIGHWAY	54,912	61,979	51,262	52,000	50,161	(11,818)	
326		<i>Includes Opt-Out Payments</i>							
328	10-533-520-2350	HEALTH INS PAYOUT - STEFFAN	10,255	12,409	9,867	9,867	-	(12,409)	
330	10-533-520-2400	DENTAL INSURANCE - HIGHWAY	3,993	-	<i>included dental w/group ins above</i>				
331	10-533-530-3100	SUPPLIES - HIGHWAY	7,990	7,000	8,049	9,000	7,000	-	
332		<i>Cleaning, shop & office, mailbox repairs</i>							
333	10-533-530-3150	SHOP TOOLS - HIGHWAY	3,899	4,000	3,826	4,000	4,000	-	
334	10-533-530-3510	IN-HOUSE STRIPING - HIGHWAY	14,046	18,000	14,810	15,000	18,000	-	
335	10-533-530-3540	SIGNS - HIGHWAY	9,730	10,000	6,663	9,000	10,000	-	
336	10-533-530-3550	GRAVEL - HIGHWAY	9,645	8,000	3,602	5,000	6,000	(2,000)	
337	10-533-530-3570	IN-HOUSE PAVING - HIGHWAY	6,484	20,000	19,408	19,000	20,000	-	
338		<i>Asphalt & Related Supplies</i>							
339	10-533-530-3580	CRACKFILL ROAD MAINT - HIGHWAY	95,620	100,000	95,380	98,000	100,000	-	
340	10-533-530-3630	UNIFORMS/MATS - HIGHWAY	5,258	6,000	3,938	6,000	6,000	-	
341	10-533-530-3700	GAS/OIL/GREASE - HIGHWAY	45,802	65,000	30,809	50,000	65,000	-	
342	10-533-530-4100	DUES/FEES/SUBS - HIGHWAY	507	1,571	1,902	1,902	1,885	314	
343		<i>WCPWA (140), APWA (200), Diesel Laptops Annual Renewal (1545)</i>							
344	10-533-530-4400	CONTRACTED SERVICES - HIGHWAY	11,014	7,000	4,939	7,000	7,429	429	
351	10-533-530-4450	DRUG/ALCOHOL TESTING - HIGHWAY	450	500	270	500	500	-	
352	10-533-530-5200	BUILDING MAINTENANCE - HIGHWAY	3,534	3,000	2,261	3,000	3,000	-	
353	10-533-530-5410	EQUIP MAINTENANCE - HIGHWAY	14,605	14,000	11,339	14,000	14,000	-	
354	10-533-530-5420	EQUIPMENT RENTAL - HIGHWAY	-	1,000	-	500	1,000	-	
355	10-533-530-5430	RADIO MAINTENANCE - HIGHWAY	968	1,000	316	1,000	1,000	-	
356	10-533-530-5500	VEHICLE MAINTENANCE - HIGHWAY	34,996	25,000	24,944	28,000	28,000	3,000	
357	10-533-530-7100	HEAT - HIGHWAY	5,278	7,986	5,199	7,380	8,000	14	
358	10-533-530-7150	ELECTRICITY - HIGHWAY	5,186	6,360	3,819	6,624	6,500	140	
359	10-533-530-7200	TELEPHONE - HIGHWAY	795	696	395	480	480	(216)	
360	10-533-530-7700	EDUCATION - HIGHWAY	425	2,000	1,625	1,800	2,000	-	
361	10-533-530-4300	SINKING FUND - HIGHWAY	-	226,900	-	-	403,570	176,670	
362		<i>Paving Roads</i>		124,400			300,020	175,620	
363		<i>1/4 of New Plow Truck</i>		52,500			53,550	1,050	
364		<i>Salt Shed</i>		50,000			50,000	-	
365	10-542-530-3530	SALT - HIGHWAY	127,061	150,000	107,979	150,000	155,000	5,000	
369	10-542-530-7120	ELECTRICITY - STREET LIGHTS	26,797	27,900	22,988	26,676	27,500	(400)	
370		For Use of Capital Expenditures		128,100		128,100	16,000	(112,100)	
371		Total Highway Department	934,158	1,349,459	780,869	1,105,941	1,412,454	62,995	4.67%
372									
373	HEALTH & SANITATION								
374	10-546-530-4810	CONTRACT SVCS - REFUSE COLLECT	767,010	837,250	591,389	790,005	853,995	16,745	
375	10-546-530-4820	HAZARDOUS WASTE PROGRAM	1,634	1,000	-	1,000	1,000	-	
376	10-546-530-7860	RECYCLING - TIRES	-	200	-	-	-	(200)	
377	10-546-530-7870	RECYCLING - OIL/ANTFZ/FILTERS	115	500	315	500	125	(375)	
378		Total Refuse Collection	768,759	838,950	591,704	791,505	855,120	16,170	1.93%
379									
390	ANIMAL CONTROL								
391	10-562-530-4400	WAUKESHA COUNTY HUMANE OFFICER	-	4,400	4,400	4,400	4,400	-	
393		Total Animal Control	-	4,400	4,400	4,400	4,400	-	0.00%
394									
395		Total Health & Sanitation	768,759	843,350	596,104	795,905	859,520	16,170	1.92%

	A	B	G	H	I	J	K	L	M
1	GENERAL FUND EXPENDITURES								
2			12/31/2018	1/1/2019	10/31/2019	2019	2020		
3	G/L		YEAR END	APPROVED	END OF MONTH	ESTIMATED	ADOPTED		
4	ACCOUNT		PER AUDIT	BUDGET	ACTUAL	YEAR END	BUDGET		
396									
397	PARKS								
398	10-552-510-1100	SALARIES - DIRECTOR - PARKS	89,372	77,899	64,105	77,899	79,457	1,558	
399	10-552-510-1200	OVERTIME - PARKS	42	-	-	-	-	-	
400	10-552-510-1500	INSURANCE OPT OUT - PARKS	3,313	-	-	-	-	-	
401	10-552-510-1800	SALARIES - SEASONAL - PARKS	-	19,074	13,755	15,500	19,457	383	
403	10-552-520-2100	FICA - PARKS	6,856	7,418	5,997	11,995	7,567	149	
404	10-552-520-2200	WRS - PARKS	5,121	5,102	4,320	5,102	5,363	261	
405	10-552-520-2300	GROUP INSURANCE - PARKS	10,422	13,771	5,005	13,771	8,391	(5,380)	
407	10-552-530-3120	TURF MANAGEMENT - PARKS	1,343	4,000	2,083	3,825	4,000	-	
408	10-552-530-3130	SPORTS FIELDS SUPPLIES - PARKS	4,385	5,000	1,566	4,125	5,000	-	
409	10-552-530-3140	GENERAL OPERATING SUP - PARKS	3,772	4,000	2,040	3,900	4,000	-	
410	10-552-530-3150	SIGNAGE - PARKS	757	1,000	10	875	3,300	2,300	
411	10-552-530-3160	PARK BEAUTIFICATION / PLGD SUP	3,386	1,750	1,098	1,600	2,000	250	
412	10-552-530-3170	SAND, GRAVEL & WOODCHIPS	444	4,500	2,270	4,250	3,500	(1,000)	
413	10-552-530-3180	SHOP TOOLS - PARKS	1,140	1,000	803	1,000	1,000	-	
414	10-552-530-3700	GAS/OIL/GREASE - PARKS	6,434	9,000	4,990	6,525	9,000	-	
415	10-552-530-4100	DUES/FEES/SUBS - PARKS	353	400	302	302	400	-	
416		<i>WPRA (160) NRPA (200) Sams (260)</i>							
417	10-552-530-4400	CONTRACTED SVCS - PARKS	12,548	8,317	5,782	8,300	6,369	(1,948)	
422	10-552-530-5200	FACILITY MAINTENANCE - PARKS	3,983	2,600	1,909	2,600	5,500	2,900	
423	10-552-530-5410	EQUIP MAINTENANCE - PARKS	5,073	4,000	2,576	3,900	4,125	125	
424	10-552-530-5420	EQUIPMENT RENTAL - PARKS	-	800	-	800	800	-	
425	10-552-530-5500	VEHICLE MAINTENANCE - PARKS	1,660	2,750	2,163	2,750	3,000	250	
426	10-552-530-7100	HEAT - PARKS	1,451	2,531	1,256	1,800	2,000	(531)	
427	10-552-530-7150	ELECTRICITY - PARKS	3,447	3,625	2,560	3,840	3,600	(25)	
428	10-552-530-7200	CELL PHONE - PARK DIR	918	1,150	547	900	900	(250)	
429	10-552-530-7700	EDUCATION - PARKS	913	1,500	837	1,475	1,500	-	
430	10-552-530-7800	MILEAGE - PARKS	138	150	-	150	150	-	
431		For Use of Capital Expenditures	-	-	-	-	-	-	
432		Total Parks	167,270	181,337	125,976	177,184	180,379	(958)	-0.53%
433									
434	RECREATION								
435	10-553-530-3810	ADOPT-A-HIGHWAY	-	350	-	-	350	-	
436	10-553-530-3860	MERTON ATHLETIC ASSOCIATION	2,500	2,500	2,500	2,500	2,500	-	
437	10-553-530-3870	DONATED SPECIAL PROJECTS	(19)	-	215	215	-	-	
438	10-553-530-3880	SPECIAL EVENTS	1,592	2,000	800	2,000	2,000	-	
439		<i>Easter Egg Hunt & Winterfest</i>							
440	10-553-530-3885	WPRA TICKET SALES	1,843	-	-	-	-	-	
441		Total Recreation	5,916	4,850	3,515	4,715	4,850	-	0.00%
442									
443		Total Leisure & Activities	173,186	186,187	129,491	181,899	185,229	(958)	-0.51%
444									
450	TRANSFER								
451	10-518-530-4300	SINKING FUND - FUTURE EQUIP	-	-	-	-	-	-	
452	10-518-520-2500	SINKING FUND - OPEBS	-	-	-	-	-	-	
453	10-580-581-1200	DEBT SERV - CAP LEASE PMT	3,159	-	-	-	-	-	
454	10-590-570-4000	TRANSFER TO CAP PROJECTS FUND	422,019	-	481,327	481,327	-	-	
455	10-590-570-5000	TRANSFER TO DEBT SERVICE FUND	150,000	-	360,000	360,000	-	-	
456									
457		Total Transfer	575,178	-	841,327	841,327	-	-	#DIV/0!
458									
459		TOTAL EXPENDITURES	5,265,376	5,228,017	5,031,039	6,296,634	5,498,397	270,380	5.17%

	A	B	O	P	Q	R	S	T	U
1	COMPOST SITE FUND								
2			12/31/2018	1/1/2019	11/1/2019	2019	2020		
3	G/L		YEAR END	APPROVED	END OF MONTH	ESTIMATED	ADOPTED		
4	ACCOUNT		PER AUDIT	BUDGET	ACTUAL	YEAR END	BUDGET		
5									
6		REVENUES							
7		INTERGOVERNMENTAL							
10		VILLAGE OF MERTON	7,677	9,638	7,474	9,438	8,139	(1,499)	
11	35-430-431-1102	COMPOST - VMERTON WAGES	7,677	5,138	3,214	5,138	3,919	(1,219)	
12	35-440-449-2004	COMPOST - VMERTON PASSES	-	4,500	4,260	4,300	4,220	(280)	
13		TOWN OF MERTON	13,017	14,638	12,734	14,838	13,439	(1,199)	
14	35-430-431-1103	COMPOST - T/MERTON WAGES	13,017	5,138	3,214	5,138	3,919	(1,219)	
15	35-440-449-2005	COMPOST - T/MERTON PASSES	-	9,500	9,520	9,700	9,520	20	
16		VILLAGE OF LANNON	-	-	-	-	5,419	5,419	
17	??	Lannon Wages	-	-	-	-	3,919	3,919	
18	??	Lannon Passes	-	-	-	-	1,500	1,500	
19	35-440-449-2003	COMPOST PASSES - LISBON	16,367	16,200	15,522	15,250	13,500	(2,700)	
20		Transfer In From Compost Site Fund Balance	-	-	-	-	31,400	31,400	
21		Transfer In From Impact Fees	-	-	-	-	5,000	5,000	
22		TOTAL REVENUES	37,061	40,476	35,730	39,526	76,897	36,421	89.98%
23									
24		EXPENSES							
25	35-561-510-1100	SALARIES - PT PPL - COMPOST	11,758	14,320	9,444	15,110	14,563	243	
26	35-561-520-2100	FICA - PT PPL - COMPOST	899	1,095	722	1,156	1,114	19	
28	35-560-520-1100	SALARIES - RECEPTION - COMPOST	-	-	1,718	2,426	2,071	2,071	
29	35-560-520-2100	FICA - RECEPTION - COMPOST	-	-	131	185	158	158	
30	35-560-520-2200	WRS - RECEPTION - COMPOST	-	-	113	159	140	140	
31	35-560-520-3135	GROUP INS - RECEPTION - COMPOST	-	-	202	242	260	260	
32	35-562-520-3100	SALARIES - DPW - COMPOST	-	-	5,145	8,233	4,327	4,327	
33	35-562-520-2100	FICA - DPW - COMPOST	-	-	394	630	331	331	
34	35-562-520-2200	WRS - DPW - COMPOST	-	-	337	539	292	292	
35	35-561-520-3115	GROUP INS - DPW - COMPOST	-	-	663	1,061	710	710	
36	35-561-530-3100	SUPPLIES - COMPOST	7,731	2,417	1,889	2,500	2,500	83	
37		Compost Portion of Accounting Software Upgrade							
38	35-561-530-3700	GAS/OIL/GREASE - COMPOST	1,306	1,300	1,006	1,275	1,300	-	
39	35-561-530-4400	CONTRACTED SVCS - GRINDER	11,208	16,200	10,890	19,000	16,200	-	
40	35-561-530-7200	TELEPHONE - COMPOST	269	300	246	300	300	-	
41		MOVING COMPOST SITE					41,100		
42		Dig Electric	-	-	-	-	5,000		
43		New Site Office - Use Impact Fees	-	-	-	-	5,000		
44		Temporary Office Rental	-	-	-	-	3,600		
45		Gravel Base - possible donation	-	-	-	-	18,000		** there is \$31400 in the compost site fund balance we could use to apply to the moving expenses
46		Gate	-	-	-	-	1,000		
47		New Sign	-	-	-	-	1,000		
48		Asphalt Entrance Approach Materials	-	-	-	-	5,000		
49		Mallings	-	-	-	-	2,500		
50		V/LANNON PASSES REIMBURSEMENT					1,000		
51		V/Merton	-	-	-	-	500		
52		T/Merton	-	-	-	-	500		
53		TOTAL EXPENSES	33,171	35,632	32,900	52,816	86,366	50,734	142.38%
54		NET COMPOST	3,890	4,844	2,830	(13,290)	(9,468)	(14,312)	-295.46%

	A	B
1		COMPOST
2		
3	G/L	
4	ACCOUNT	
5		
6		REVENUES
7		INTERGOVERNMENTAL
10		VILLAGE OF MERTON
11	35-430-431-1102	<i>COMPOST - V/MERTON WAGES</i>
12	35-440-449-2004	<i>COMPOST - V/MERTON PASSES</i>
13		TOWN OF MERTON
14	35-430-431-1103	<i>COMPOST - T/MERTON WAGES</i>
15	35-440-449-2005	<i>COMPOST - T/MERTON PASSES</i>
16		VILLAGE OF LANNON
17	??	<i>Lannon Wages</i>
18	??	<i>Lannon PASSES</i>
19	35-440-449-2003	COMPOST PASSES - LISBON
20		Transfer In From Compost Site Fund Balance
21		Transfer In From Impact Fees
22		TOTAL REVENUES
23		
24		EXPENSES
25	35-561-510-1100	SALARIES - PT PPL - COMPOST
26	35-561-520-2100	FICA - PT PPL - COMPOST
28	35-560-520-1100	SALARIES - RECEPTION - COMPOST
29	35-560-520-2100	FICA - RECEPTION - COMPOST
30	35-560-520-2200	WRS - RECEPTION - COMPOST
31	35-560-520-3135	GROUP INS - RECEPTION - COMPOST
32	35-562-520-3100	SALARIES - DPW - COMPOST
33	35-562-520-2100	FICA - DPW - COMPOST
34	35-562-520-2200	WRS - DPW - COMPOST
35	35-561-520-3115	GROUP INS - DPW - COMPOST
36	35-561-530-3100	SUPPLIES - COMPOST
37		<i>Compost Portion of Accounting Software Upgrade</i>
38	35-561-530-3700	GAS/OIL/GREASE - COMPOST
39	35-561-530-4400	CONTRACTED SVCS - GRINDER
40	35-561-530-7200	TELEPHONE - COMPOST
41		MOVING COMPOST SITE
42		<i>Dig Electric</i>
43		<i>New Site Office - Use Impact Fees</i>
44		<i>Temporary Office Rental</i>
45		<i>Gravel Base - possible donation</i>
46		<i>Gate</i>
47		<i>New Sign</i>
48		<i>Asphalt Entrance Approach Materials</i>
49		<i>Mallings</i>
50		V/LANNON PASSES REIMBURSEMENT
51		<i>V/Merton</i>
52		<i>T/Merton</i>
53		TOTAL EXPENSES
54		NET COMPOST

	A	B	E	F	G	H	I	J	K	L	M
1	STORM WATER UTILITY FUND										
2			12/31/2016	12/31/2017	12/31/2018	1/1/2019	11/1/2019	2019	2020		
3			YEAR END	YEAR END	YEAR END	APPROVED	END OF MONTH	ESTIMATED	ADOPTED		
4			PER AUDIT	PER AUDIT	PER AUDIT	BUDGET	ACTUAL	YEAR END	BUDGET		
5	Revenues										
6	90-430-432-1000	STATE GRANTS - SW	174,790	913	3,055	-	-	-	-	-	-
7	90-440-443-1003	CULVERT INSP (50% TO GF)	3,600	3,488	3,488	3,000	2,588	3,000	4,500	1,500	
8	90-460-463-1000	SW USER FEES TAX ROLL	229,270	231,382	223,855	228,877	228,925	228,925	231,632	2,755	
9	acct #	ENGINEERING CONSULTANT - SW	-	-	-	6,000	-	-	6,000	-	
10		Stormwater Utility Revenue	407,660	235,783	230,398	237,877	231,512	231,925	242,132	4,255	1.79%
11		Total Stormwater Operating Revenue	229,270	231,382	223,855	228,877	228,925	228,925	231,632	2,755	1%
13	Expenses										
15	90-512-520-1100	SALARIES - ADMIN - SW	5,958	5,958	5,958	8,500	6,669	8,500	8,925	425	
16	90-512-520-2100	FICA - ADMIN - SW	685	696	516	650	485	650	683	33	
17	90-512-520-2200	WRS - ADMIN - SW	572	601	304	557	428	557	602	45	
18	90-512-520-2300	GROUP INS - ADMIN - SW	-	-	-	687	687	687	434	(253)	
19	90-512-520-2400	DENTAL INS - ADMIN - SW	-	-	-	-	-	-	-	-	
20	90-519-520-1100	SALARIES - CLERK/RECEP - SW	-	-	-	7,098	5,382	7,098	7,136	38	
21	90-519-520-2100	FICA - CLERK/RECEP - SW	-	-	-	543	401	543	546	3	
22	90-519-520-2200	WRS - CLERK/RECEP - SW	-	-	-	465	352	544	482	17	
23	90-519-520-2300	GROUP INS - CLERK/RECEP - SW	-	-	-	713	988	988	527	(186)	
24	90-519-520-2400	DENTAL INS - CLERK/RECEP - SW	-	-	-	-	-	-	-	-	
25	90-514-520-1100	SALARIES - TREASURER - SW	-	-	-	3,550	2,731	3,550	3,621	71	
26	90-514-520-2100	FICA - TREASURER - SW	-	-	-	272	209	272	277	5	
27	90-514-520-2200	WRS - TREASURER - SW	-	-	-	233	179	233	244	11	
28	90-514-520-2300	GROUP INS - TREASURER - SW	-	-	-	-	-	-	-	-	
29	90-518-530-2000	INFORMATIVE/EDUCATION PROGRAMS	2,605	2,657	2,710	3,500	2,845	3,500	3,500	-	
30		<i>MS4 SW Permit, IHHW Fee, SW Edu Fees</i>	-	-	-	-	-	-	-	-	
31	90-518-530-3100	GENERAL ADMIN SUPPLIES	-	-	-	1,917	1,889	1,889	1,889	(28)	
32		<i>SW Portion of Accounting Software Upgrade</i>	-	-	-	-	-	-	-	-	
33	90-518-530-3700	NR216 FEE TO DNR	1,000	-	1,000	1,000	1,000	1,000	1,500	500	
34		<i>NR216 Environmental Fee to DNR</i>	-	-	-	-	-	-	-	-	
35	90-533-510-1500	INSURANCE OPT OUT - HWY	-	-	168	-	10	-	-	-	
36	90-533-520-1100	SALARIES - HIGHWAY - SW	22,417	22,417	22,417	29,040	22,556	28,500	23,255	(5,785)	
37	90-533-520-1200	SALARIES - OT - HIGHWAY - SW	1,194	1,194	1,194	2,222	836	2,000	1,779	(443)	
38	90-533-520-2100	FICA - HIGHWAY - SW	2,494	1,736	1,649	1,902	1,787	1,902	1,570	(332)	
39	90-533-520-2200	WRS - HIGHWAY - SW	2,269	1,662	1,547	4,030	1,565	4,030	2,594	(1,436)	
40	90-533-520-2300	GROUP INS - HIGHWAY - SW	-	-	-	664	3,362	3,362	2,743	2,079	
41	90-533-520-2400	DENTAL INS - HIGHWAY - SW	-	-	-	-	-	-	-	-	
42	90-533-530-3100	SUPPLIES / GRASS SEED - SW	1,351	1,853	10,057	3,000	4,831	3,000	3,000	-	
43	90-533-530-5410	EQUIPMENT MAINTENANCE - SW	54,600	54,600	54,600	54,600	54,600	55,000	55,000	400	
44	90-533-530-5420	EQUIPMENT RENTAL - SW	-	232	3,330	5,000	7,882	5,500	6,000	1,000	
45	90-533-530-6200	MATTING/OVERSEEDING - SW	25	1,090	-	2,000	-	1,000	2,000	-	
46	90-533-530-6300	SAND/TOPSOIL - SW	774	1,080	494	3,000	434	1,500	3,000	-	
47		<i>SW Utility Fund Expenses (cont'd...)</i>									
48	90-533-530-6400	GRAVEL - SW	2,556	4,683	3,114	6,000	759	2,000	6,000	-	
49	90-533-530-6600	CULVERT MATERIALS - SW	22,334	30,891	16,263	25,000	3,096	5,000	20,000	(5,000)	
50	90-533-530-6700	ASPHALT / CONCRETE - SW	1,199	525	2,335	4,000	-	1,000	4,000	-	
51	90-533-530-7000	DEPRECIATION - SW	8,168	8,402	8,950	8,200	-	9,000	9,000	800	
52	90-533-570-8000	SW UTILITY DEV (CAP OUTLAY)	570	1,714	-	1,714	-	-	-	(1,714)	
53	90-533-570-8100	ENG PROJECTS (CAP OUTLAY)	133	-	-	-	-	-	-	-	
54		33% PURCHASE OF WHEEL LOADER	-	-	-	-	-	-	67,320	-	
55		33% PURCHASE OF SKID STEER	-	-	-	-	-	-	13,200	-	
56	90-563-530-4400	ENGINEERING CONSULTANT - SW	42,351	5,978	64,663	39,000	16,610	20,000	46,000	7,000	
57		<i>Town Related Projects (non-reimb)</i>	-	-	-	-	-	-	30,000	-	
58		<i>Engineering Consultant - SW (reimb)</i>	-	-	-	-	-	-	6,000	-	
59		<i>Resident Consulting (non-reimb)</i>	-	-	-	-	-	-	5,000	-	
60		<i>MS4 TDM, (Total Max Daily Loading Adminstr) (non-reimb)</i>	-	-	-	-	-	-	5,000	5,000	
61		Total Stormwater Operating Expenses	173,255	147,968	201,268	219,057	142,572	172,805	296,826	77,769	35.50%
62							balances to last year				
63	Transfers In/(Out)										
64	90-590-592-1000	Transfer Out	-	-	-	-	-	-	-	-	-
65	90-590-592-4000	Transfer to Cap Project	300,000	12,200	-	-	-	(100,000)	-	-	-
66		Increase/(Decrease) in Equity	534,405	100,015	29,130	18,820	88,941	(40,880)	(54,695)	(73,515)	
67		Surplus Applied	534,405	100,015	29,130	18,820			(54,695)		
68		Total Net Position-Beginning									
69		Total Net Position-Ending									