



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

**Agenda  
Town Board Meeting  
Town of Lisbon, Town Hall  
Monday, June 22, 2020  
6:30 PM**

**Amended 6/19/20 to include item #9.A.1)**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Comments from citizens present**  
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.
- 5. Approval of Bills**
  - A. Vouchers Payable report for reporting dates of 6/9/2020-6/18/2020 in the amount of \$533,336.22
- 6. Announcements/Correspondence**
  - A. Meeting and events schedule for the period 6/23/2020-7/27/2020
- 7. 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
- 8. New Business**  
Discussion and possible action on the following:
  - A. Approval of bid of Fahrner Asphalt Sealers, LLC for the 2020 Crack Sealing program in the Town of Lisbon in the amount of \$76,360
  - B. Approval of bid of Fahrner Asphalt Sealers, LLC for chip sealing Hillside Road, including certain add-ons, in the Town of Lisbon in the amount of \$94,710
  - C. Plan Commission Matters:
    - 1) Approval of Developer's Agreement for The Preserve at Harvest Ridge Phase II in the Town of Lisbon
    - 2) Approval of Developer's Agreement for Hillside Ridge Phase I in the Town of Lisbon
    - 3) Approval of Conditional Use Permit for Stark Pavement Corp. for the expansion of the existing aggregate stockpiling area located on Cty Hwy K, west of the intersection with Cty Hwy F
    - 4) Ordinance adopting Section 11.5 and adopting associated sign table 11.5.1 and

repealing/recreating various sections of the Lisbon zoning code related to signs,  
in the Town of Lisbon, Waukesha County, Wisconsin

**9. Matters for Possible Closed Session Discussion**

For the following items, the Town Board may convene in closed session pursuant to the provisions of Wis. Stat. 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 and (g) for the purpose of conferring with the city attorney who will render oral or written advice concerning strategy to be adopted with respect to litigation in which the city is or is likely to become involved. This Board may reconvene in open session after completion of the closed session to consider the balance of the agenda.

- A. Boundary Agreement between the Town of Lisbon and Village of Merton
  - 1) Resolution approving revised Cooperative Plan with the Village of Merton
- B. Boundary Agreement between the Town of Lisbon and Village of Sussex

**10. Adjournment.**

Joseph Osterman  
Town Chairman

Steven A. Braatz, Jr.  
Interim Town Clerk

- 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.

| Vendor                                   | Vendor Name               | Invoice Number | Description                    | Invoice Date | Net<br>Invoice Amount | GL Account and Title                        |
|--|---------------------------|----------------|--------------------------------|--------------|-----------------------|---|
| <b>BONAFIDE SAFE &amp; LOCK INC.</b>     |                           |                |                                |              |                       |   |
| 124                                      | BONAFIDE SAFE & LOCK INC. | 16940052820    | REKEY TOWN HALL - shortpay tax | 06/04/2020   | 423.80                | 10-516-530-4400 CONTRACTED SVS -TOWN HALL   |
| Total BONAFIDE SAFE & LOCK INC.:         |                           |                |                                |              | 423.80                |   |
| <b>BOUND TREE MEDICAL LLC</b>            |                           |                |                                |              |                       |   |
| 130                                      | BOUND TREE MEDICAL LLC    | 83644312       | RESPONDER BAGS                 | 05/29/2020   | 2,661.20              | 10-523-530-3860 MEDICAL SUPPLIES - AMBO     |
| 130                                      | BOUND TREE MEDICAL LLC    | 83649542       | SHARPS CONTAINERS              | 06/03/2020   | 13.44                 | 10-523-530-3860 MEDICAL SUPPLIES - AMBO     |
| Total BOUND TREE MEDICAL LLC:            |                           |                |                                |              | 2,674.64              |   |
| <b>BROOKS TRACTOR INC</b>                |                           |                |                                |              |                       |   |
| 2598                                     | BROOKS TRACTOR INC        | C95473         | JD 324G SKID LOADER            | 05/31/2020   | 37,000.00             | 70-533-570-8100 EQUIPMENT - HIGHWAY         |
| Total BROOKS TRACTOR INC:                |                           |                |                                |              | 37,000.00             |   |
| <b>BUELOW VETTER BUIKEMA OLSON &amp;</b> |                           |                |                                |              |                       |   |
| 145                                      | BUELOW VETTER BUIKEMA OL  | JUNE 2020      | GENERAL LABOR ATTY             | 06/08/2020   | 2,561.50              | 10-520-530-4110 LABOR ATTY - P&F COMMISSION |
| Total BUELOW VETTER BUIKEMA OLSON &:     |                           |                |                                |              | 2,561.50              |   |
| <b>CONTROLLED PRESSURE LLC</b>           |                           |                |                                |              |                       |   |
| 203                                      | CONTROLLED PRESSURE LLC   | 2064           | CYLINDER REBUILD CAT EXCAVATOR | 06/09/2020   | 453.10                | 10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY |
| Total CONTROLLED PRESSURE LLC:           |                           |                |                                |              | 453.10                |   |
| <b>COREY OIL LTD</b>                     |                           |                |                                |              |                       |   |
| 205                                      | COREY OIL LTD             | 172355         | 55 GAL DEF & 55GAL ENGINE OIL  | 06/03/2020   | 799.90                | 10-533-530-3700 GAS/OIL/GREASE - HIGHWAY    |
| Total COREY OIL LTD:                     |                           |                |                                |              | 799.90                |   |
| <b>CRAMER MULTHAUF &amp; HAMMES LLP</b>  |                           |                |                                |              |                       |   |
| 212                                      | CRAMER MULTHAUF & HAMME   | 17             | TID #1 LEGAL WORK              | 05/31/2020   | 675.00                | 65-561-530-2100 TID #1 - ATTORNEY           |
| 212                                      | CRAMER MULTHAUF & HAMME   | 247            | MISC NON REIMB PC CHARGES      | 05/31/2020   | 462.50                | 10-563-530-4110 ATTORNEY - PC - NON-REIMB   |
| 212                                      | CRAMER MULTHAUF & HAMME   | 28             | SUSSEX LITIGATION              | 05/31/2020   | 17,842.50             | 10-518-530-4110 LEGAL FEES - GEN GOV'T      |
| 212                                      | CRAMER MULTHAUF & HAMME   | 329            | REG TOWN LEGAL ISSUES          | 05/31/2020   | 2,462.50              | 10-518-530-4110 LEGAL FEES - GEN GOV'T      |
| 212                                      | CRAMER MULTHAUF & HAMME   | INV 9          | BATZLER LITIGATION             | 05/31/2020   | 268.75                | 10-518-530-4110 LEGAL FEES - GEN GOV'T      |
| 212                                      | CRAMER MULTHAUF & HAMME   | INV.1          | BORDER AGRMT/INCORPORATION W   | 05/31/2020   | 1,968.75              | 10-511-530-8000 INCORPORATION EFFORTS       |
| 212                                      | CRAMER MULTHAUF & HAMME   | INV.1.         | PRESERVE AT HARVEST RIDGE ATTY | 05/31/2020   | 1,390.00              | 10-563-530-4110 ATTORNEY - PC - NON-REIMB   |
| 212                                      | CRAMER MULTHAUF & HAMME   | INV.1.         | REIMB PRSV HARVEST RIDGE       | 05/31/2020   | 25.00                 | 10-563-530-4120 ATTORNEY - PC - REIMB       |

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| 212                                     | CRAMER MULTHAUF & HAMME    | INV-1          | REG TOWN LEGAL ISSUES         | 05/31/2020   | 353.75                | 10-518-530-4110 LEGAL FEES - GEN GOV'T         |
| 212                                     | CRAMER MULTHAUF & HAMME    | INV-1          | SUSSEX LITIGATION             | 05/31/2020   | 62.50                 | 10-518-530-4110 LEGAL FEES - GEN GOV'T         |
| 212                                     | CRAMER MULTHAUF & HAMME    | INV--1         | HILLSIDE RIDGE ATTY WORK      | 05/31/2020   | 146.25                | 10-563-530-4110 ATTORNEY - PC - NON-REIMB      |
| 212                                     | CRAMER MULTHAUF & HAMME    | INV--1         | REIMB HILLSIDE RIDGE          | 05/31/2020   | 818.75                | 10-563-530-4120 ATTORNEY - PC - REIMB          |
| Total CRAMER MULTHAUF & HAMMES LLP:     |                            |                |                               |              | 26,476.25             |  |
| <b>DRAGICH AUTO SALES &amp; SERVICE</b> |                            |                |                               |              |                       |  |
| 2729                                    | DRAGICH AUTO SALES & SERV  | JUNE 2020      | REPAIR RUST 2687              | 06/12/2020   | 600.00                | 10-522-530-5500 VEHICLE MAINTENACE - FD        |
| Total DRAGICH AUTO SALES & SERVICE:     |                            |                |                               |              | 600.00                |  |
| <b>EHLERS &amp; ASSOCIATES INC</b>      |                            |                |                               |              |                       |  |
| 266                                     | EHLERS & ASSOCIATES INC    | 83740          | 2020 DISCLOSURE REPORTING     | 06/10/2020   | 750.00                | 10-514-530-4400 CONTRACTED SERVICES -TREASURER |
| Total EHLERS & ASSOCIATES INC:          |                            |                |                               |              | 750.00                |  |
| <b>FALLS AUTO PARTS &amp; SUPPLIES</b>  |                            |                |                               |              |                       |  |
| 307                                     | FALLS AUTO PARTS & SUPPLIE | 600870         | FILTERS - TRK#1 & #3          | 06/04/2020   | 92.84                 | 10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY  |
| 307                                     | FALLS AUTO PARTS & SUPPLIE | 601518         | EXHAUST PIPE/CLAMP 2695       | 06/11/2020   | 81.68                 | 10-522-530-5500 VEHICLE MAINTENACE - FD        |
| Total FALLS AUTO PARTS & SUPPLIES:      |                            |                |                               |              | 174.52                |  |
| <b>FIRE-RESCUE SUPPLY LLC</b>           |                            |                |                               |              |                       |  |
| 321                                     | FIRE-RESCUE SUPPLY LLC     | 8695           | ANNUAL SERVICE TNT POWER TOOL | 06/11/2020   | 1,224.00              | 10-522-530-4400 CONTRACTED SERVICES - FD       |
| Total FIRE-RESCUE SUPPLY LLC:           |                            |                |                               |              | 1,224.00              |  |
| <b>GENESEE AGGREGATE CORP</b>           |                            |                |                               |              |                       |  |
| 368                                     | GENESEE AGGREGATE CORP     | 10404          | RECYCLED ASPHALT - SHOULDERS  | 06/02/2020   | 1,011.42              | 10-533-530-3550 GRAVEL - HIGHWAY               |
| Total GENESEE AGGREGATE CORP:           |                            |                |                               |              | 1,011.42              |  |
| <b>GORDIE BOUCHER MENOMONEE FALLS</b>   |                            |                |                               |              |                       |  |
| 128                                     | GORDIE BOUCHER MENOMON     | 473626         | REPAIR OVERHEAT 2651          | 06/08/2020   | 1,909.15              | 10-523-530-5500 MAINTENANCE - AMBO             |
| Total GORDIE BOUCHER MENOMONEE FALLS:   |                            |                |                               |              | 1,909.15              |  |
| <b>HAMILTON SCHOOL DISTRICT</b>         |                            |                |                               |              |                       |  |
| 413                                     | HAMILTON SCHOOL DISTRICT   | MAY 2020       | MAY MOBILE HOME PARKING FEES  | 05/31/2020   | 4,305.48              | 10-200-250-4620 MOBILE HOME DUE TO HAMILTON    |

| Vendor                             | Vendor Name              | Invoice Number | Description                     | Invoice Date | Net<br>Invoice Amount | GL Account and Title                         |
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| Total HAMILTON SCHOOL DISTRICT:    |                          |                |                                 |              | 4,305.48              |  |
| <b>HI-LINE INC.</b>                |                          |                |                                 |              |                       |  |
| 431                                | HI-LINE INC.             | 10781439       | CABLE TIES & CONNECTORS         | 06/02/2020   | 130.65                | 10-533-530-3100 SUPPLIES - HIGHWAY           |
| Total HI-LINE INC.:                |                          |                |                                 |              | 130.65                |  |
| <b>JANE STADLER</b>                |                          |                |                                 |              |                       |  |
| 863                                | JANE STADLER             | JUNE 2020      | JUNE PC MTG PAY 6-11-20         | 06/15/2020   | 25.00                 | 10-563-510-1100 SALARIES - PC                |
| Total JANE STADLER:                |                          |                |                                 |              | 25.00                 |  |
| <b>JOHN FABICK TRACTOR COMPANY</b> |                          |                |                                 |              |                       |  |
| 2635                               | JOHN FABICK TRACTOR COMP | PIMK0044352    | FILTERS & FLUID - CAT EXCAVATOR | 06/04/2020   | 170.17                | 10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY  |
| Total JOHN FABICK TRACTOR COMPANY: |                          |                |                                 |              | 170.17                |  |
| <b>JOURNAL SENTINEL INC.</b>       |                          |                |                                 |              |                       |  |
| 541                                | JOURNAL SENTINEL INC.    | 3352961        | LEGAL NOTICES                   | 05/31/2020   | 565.22                | 10-518-530-3600 LEGAL NOTICES PUBLICATIONS   |
| Total JOURNAL SENTINEL INC.:       |                          |                |                                 |              | 565.22                |  |
| <b>KAESTNER AUTO ELECTRIC CO.</b>  |                          |                |                                 |              |                       |  |
| 500                                | KAESTNER AUTO ELECTRIC C | 340200         | LED BAR FOR JD SKID STEER       | 06/09/2020   | 329.00                | 70-533-570-8100 EQUIPMENT - HIGHWAY          |
| Total KAESTNER AUTO ELECTRIC CO.:  |                          |                |                                 |              | 329.00                |  |
| <b>KERSHEK LAW OFFICES</b>         |                          |                |                                 |              |                       |  |
| 509                                | KERSHEK LAW OFFICES      | 06/20 18716    | Prosecutorial Services          | 06/11/2020   | 750.00                | 10-518-530-4120 LEGAL FEES - MUNICIPAL COURT |
| Total KERSHEK LAW OFFICES:         |                          |                |                                 |              | 750.00                |  |
| <b>KRIS PORTER</b>                 |                          |                |                                 |              |                       |  |
| 2518                               | KRIS PORTER              | JUNE 2020      | CLEANING SUPPLIES REIMB         | 06/10/2020   | 23.36                 | 10-516-530-3100 OFFICE SUPPLIES - TOWN HALL  |
| Total KRIS PORTER:                 |                          |                |                                 |              | 23.36                 |  |
| <b>LANNON STONE PRODUCTS INC.</b>  |                          |                |                                 |              |                       |  |
| 554                                | LANNON STONE PRODUCTS IN | 1254543        | 3/4" TB FOR STORMWATER PROJECT  | 06/05/2020   | 783.08                | 90-533-530-6400 GRAVEL - SW                  |

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| Total LANNON STONE PRODUCTS INC.:        |                           |                |                                 |              | 783.08                |  |
| <b>LAURA MEISSNER</b>                    |                           |                |                                 |              |                       |  |
| 606                                      | LAURA MEISSNER            | JUNE 2020      | PARK RESERVATION CANCEL REIMB   | 06/11/2020   | 75.00                 | 10-460-467-2001 PARK SHELTER RENTALS           |
| Total LAURA MEISSNER:                    |                           |                |                                 |              | 75.00                 |  |
| <b>MENARDS -- PEWAUKEE</b>               |                           |                |                                 |              |                       |  |
| 607                                      | MENARDS -- PEWAUKEE       | 65522          | RESTROOM DOOR SIGN              | 06/11/2020   | 11.97                 | 10-552-530-5200 FACILITY MAINTENANCE - PARKS   |
| Total MENARDS -- PEWAUKEE:               |                           |                |                                 |              | 11.97                 |  |
| <b>MID-AMERICAN RESEARCH</b>             |                           |                |                                 |              |                       |  |
| 620                                      | MID-AMERICAN RESEARCH     | 0700872-IN     | 2 CASES HAND SANITIZER BAGS     | 06/05/2020   | 495.68                | 10-552-530-3160 PARK BEAUTIFICATION / PLGD SUP |
| Total MID-AMERICAN RESEARCH:             |                           |                |                                 |              | 495.68                |  |
| <b>MILLER-BRADFORD &amp; RISBERG INC</b> |                           |                |                                 |              |                       |  |
| 628                                      | MILLER-BRADFORD & RISBERG | P21860         | WELD-ON D-RING - STEEL RD PLATE | 06/03/2020   | 12.30                 | 10-533-530-3100 SUPPLIES - HIGHWAY             |
| Total MILLER-BRADFORD & RISBERG INC:     |                           |                |                                 |              | 12.30                 |  |
| <b>OSI ENVIRONMENTAL INC.</b>            |                           |                |                                 |              |                       |  |
| 699                                      | OSI ENVIRONMENTAL INC.    | 1050237        | USED OIL COLLECTION FEE         | 05/31/2020   | 75.00                 | 10-546-530-7870 RECYCLING - OIL/ANTFZ/FILTERS  |
| 699                                      | OSI ENVIRONMENTAL INC.    | 1050272        | OIL FILTERS RECYCLED            | 05/31/2020   | 45.00                 | 10-546-530-7870 RECYCLING - OIL/ANTFZ/FILTERS  |
| 699                                      | OSI ENVIRONMENTAL INC.    | 1050315        | USED OIL COLLECTION FEE         | 05/31/2020   | 75.00                 | 10-546-530-7870 RECYCLING - OIL/ANTFZ/FILTERS  |
| Total OSI ENVIRONMENTAL INC.:            |                           |                |                                 |              | 195.00                |  |
| <b>PARTSMASTER</b>                       |                           |                |                                 |              |                       |  |
| 704                                      | PARTSMASTER               | 23551000       | COTTER PINS                     | 06/04/2020   | 52.29                 | 10-533-530-3100 SUPPLIES - HIGHWAY             |
| Total PARTSMASTER:                       |                           |                |                                 |              | 52.29                 |  |
| <b>PAYNE &amp; DOLAN INC.</b>            |                           |                |                                 |              |                       |  |
| 709                                      | PAYNE & DOLAN INC.        | 1679591        | RECYCLED ASPHALT - SHOULDERS    | 06/04/2020   | 1,388.42              | 10-533-530-3550 GRAVEL - HIGHWAY               |
| Total PAYNE & DOLAN INC.:                |                           |                |                                 |              | 1,388.42              |  |

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| <b>POMP'S TIRE SERVICE INC</b> |                         |                |                                  |              |                       |   |
| 738                            | POMP'S TIRE SERVICE INC | 60210274       | TIRE REPAIR - OLD CASE 721 LOADE | 05/27/2020   | 386.00                | 10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY   |
| 738                            | POMP'S TIRE SERVICE INC | 60211126       | TIRE REPAIR - TRK#17             | 05/28/2020   | 55.00                 | 10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY |
| Total POMP'S TIRE SERVICE INC: |                         |                |                                  |              | 441.00                |   |
| <b>REINDERS INC.</b>           |                         |                |                                  |              |                       |   |
| 775                            | REINDERS INC.           | 1832376-00     | PARTS - TORO GROUNDMASTER 400    | 06/04/2020   | 132.56                | 10-552-530-5410 EQUIP MAINTENANCE - PARKS     |
| Total REINDERS INC.:           |                         |                |                                  |              | 132.56                |   |
| <b>SHAWN'S DEER PICK UP</b>    |                         |                |                                  |              |                       |   |
| 837                            | SHAWN'S DEER PICK UP    | MAY 2020       | ONE DEER REMOVAL                 | 06/03/2020   | 52.00                 | 10-533-530-4400 CONTRACTED SERVICES - HIGHWAY |
| Total SHAWN'S DEER PICK UP:    |                         |                |                                  |              | 52.00                 |   |
| <b>STARK ASPHALT</b>           |                         |                |                                  |              |                       |   |
| 866                            | STARK ASPHALT           | 50049009       | RECYCLED ASPHALT - SHOULDERS     | 05/31/2020   | 743.68                | 10-533-530-3550 GRAVEL - HIGHWAY              |
| 866                            | STARK ASPHALT           | 50049009       | HOT MIX ASPHALT - POT HOLES      | 05/31/2020   | 57.38                 | 10-533-530-3570 IN-HOUSE PAVING - HIGHWAY     |
| Total STARK ASPHALT:           |                         |                |                                  |              | 801.06                |   |
| <b>STICKYBOYZ LLC</b>          |                         |                |                                  |              |                       |   |
| 877                            | STICKYBOYZ LLC          | 8398           | SOCIAL DISTANCE SIGNS            | 05/04/2020   | 175.00                | 35-561-530-3100 SUPPLIES - COMPOST            |
| 877                            | STICKYBOYZ LLC          | 8398           | DECALS FOR DPW OFFICE            | 05/04/2020   | 160.00                | 10-533-530-3540 SIGNS - HIGHWAY               |
| 877                            | STICKYBOYZ LLC          | 8398           | DECALS FOR CASE LOADER           | 05/04/2020   | 45.00                 | 10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY   |
| 877                            | STICKYBOYZ LLC          | 8460           | SAFETY CLOTHING W/ LOGO          | 05/21/2020   | 646.75                | 10-533-530-3630 UNIFORMS/MATS - HIGHWAY       |
| 877                            | STICKYBOYZ LLC          | 8501           | DECALS - NEW JD SKID STEER       | 06/04/2020   | 45.00                 | 70-533-570-8100 EQUIPMENT - HIGHWAY           |
| Total STICKYBOYZ LLC:          |                         |                |                                  |              | 1,071.75              |   |
| <b>SUSSEX ACE HARDWARE</b>     |                         |                |                                  |              |                       |   |
| 7                              | SUSSEX ACE HARDWARE     | 192417         | HOSE REPAIR PARTS                | 06/04/2020   | 46.32                 | 10-522-530-5410 EQUIPMENT MAINTENANCE - FD    |
| 7                              | SUSSEX ACE HARDWARE     | 192504         | BATTERIES & FUEL FOR SAWS        | 06/10/2020   | 57.57                 | 10-522-530-5410 EQUIPMENT MAINTENANCE - FD    |
| 7                              | SUSSEX ACE HARDWARE     | 192562         | HARDWARE                         | 06/12/2020   | 31.77                 | 10-522-530-5410 EQUIPMENT MAINTENANCE - FD    |
| Total SUSSEX ACE HARDWARE:     |                         |                |                                  |              | 135.66                |   |
| <b>UNIFIRST CORPORATION</b>    |                         |                |                                  |              |                       |   |
| 2349                           | UNIFIRST CORPORATION    | 096 1131403    | DPW UNIFORMS & MATS              | 06/01/2020   | 91.82                 | 10-533-530-3630 UNIFORMS/MATS - HIGHWAY       |

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| 2349                                     | UNIFIRST CORPORATION     | 096 1132486    | DPW UNIFORMS & MATS             | 06/08/2020   | 81.92                 | 10-533-530-3630 UNIFORMS/MATS - HIGHWAY       |
| Total UNIFIRST CORPORATION:              |                          |                |                                 |              | 173.74                |   |
| <b>VILLAGE OF SUSSEX</b>                 |                          |                |                                 |              |                       |   |
| 2376                                     | VILLAGE OF SUSSEX        | 5283           | MONTHLY TICKET PROCESSING       | 06/10/2020   | 199.34                | 10-521-530-4410 TICKET PROCESSING - SUSSEX    |
| Total VILLAGE OF SUSSEX:                 |                          |                |                                 |              | 199.34                |   |
| <b>WAUKESHA COUNTY TREASURER</b>         |                          |                |                                 |              |                       |   |
| 2390                                     | WAUKESHA COUNTY TREASUR  | 2020-0000006   | JULY 2020 POLICE SERVICES       | 06/11/2020   | 60,921.80             | 10-521-530-4400 CONTRACTED SERVICES - WCSD    |
| Total WAUKESHA COUNTY TREASURER:         |                          |                |                                 |              | 60,921.80             |   |
| <b>WCFCA</b>                             |                          |                |                                 |              |                       |   |
| 2408                                     | WCFCA                    | 454            | USE OF PORTA-COUNT TEST MACHIN  | 03/06/2020   | 93.80                 | 10-522-530-4400 CONTRACTED SERVICES - FD      |
| Total WCFCA:                             |                          |                |                                 |              | 93.80                 |   |
| <b>WCTC</b>                              |                          |                |                                 |              |                       |   |
| 2411                                     | WCTC                     | S0717717       | TUITIONS & FEES - KLOTZBACH     | 06/11/2020   | 93.84                 | 10-522-530-7700 EDUCATION - FD                |
| 2411                                     | WCTC                     | S0717717       | TUITIONS & FEES - MAYER         | 06/11/2020   | 54.73                 | 10-522-530-7700 EDUCATION - FD                |
| 2411                                     | WCTC                     | S0717717       | TUITIONS & FEES - RUIZ          | 06/11/2020   | 1,925.70              | 10-522-530-7700 EDUCATION - FD                |
| 2411                                     | WCTC                     | S0717717       | TUITIONS & FEES - STEDMAN       | 06/11/2020   | 93.84                 | 10-522-530-7700 EDUCATION - FD                |
| Total WCTC:                              |                          |                |                                 |              | 2,168.11              |   |
| <b>WESTERN CULVERT &amp; SUPPLY INC.</b> |                          |                |                                 |              |                       |   |
| 2421                                     | WESTERN CULVERT & SUPPLY | 060561         | CULVERTS - HILLSIDE RD & CRESTW | 06/08/2020   | 759.00                | 90-533-530-6600 CULVERT MATERIALS - SW        |
| 2421                                     | WESTERN CULVERT & SUPPLY | 060562         | CULVERTS REPLACE - HILLSIDE LAN | 06/08/2020   | 752.50                | 90-533-530-6600 CULVERT MATERIALS - SW        |
| 2421                                     | WESTERN CULVERT & SUPPLY | 060601         | CULVERT - HILLSIDE LANE         | 06/10/2020   | 223.00                | 90-533-530-6600 CULVERT MATERIALS - SW        |
| Total WESTERN CULVERT & SUPPLY INC.:     |                          |                |                                 |              | 1,734.50              |   |
| <b>WI DNR</b>                            |                          |                |                                 |              |                       |   |
| 2428                                     | WI DNR                   | WU90471        | TID #1 LIED'S WELL FEE          | 05/22/2020   | 125.00                | 65-561-530-7000 TID #1 - CAPITAL EXPENDITURES |
| Total WI DNR:                            |                          |                |                                 |              | 125.00                |   |

| Vendor                                | Vendor Name             | Invoice Number | Description                | Invoice Date | Net Invoice Amount | GL Account and Title                 |
|---------------------------------------|-------------------------|----------------|----------------------------|--------------|--------------------|--------------------------------------|
| WOLESKE CONSTRUCTION CO., INC.        |                         |                |                            |              |                    |                                      |
| 2718                                  | WOLESKE CONSTRUCTION CO | #2             | UTILITY EXTENSIONS PAYMT#2 | 06/05/2020   | 379,915.00         | 65-561-530-3100 TID #1 - ENGINEERING |
| Total WOLESKE CONSTRUCTION CO., INC.: |                         |                |                            |              | 379,915.00         |                                      |
| Grand Totals:                         |                         |                |                            |              | 533,336.22         |                                      |

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

Chairman: \_\_\_\_\_

Board Member #1: \_\_\_\_\_

Board Member #2: \_\_\_\_\_

Board Member #3: \_\_\_\_\_

Board Member #4: \_\_\_\_\_

**TOP 5 EXPENDITURES**

- \$ 379,915.00 WOLESKE CONSTRUCTION: Utility Extensions Payment #2 (KUNKEL)
- \$ 60,921.80 WAUKESHA COUNTY TREASURER: July 2020 Police Services
- \$ 37,000.00 BROOKS TRACTOR INC: John Deere Skid Loader HWY
- \$ 26,476.25 CRAMER MULTHAUF & HAMMES LLP: Sussex Litigation, PC, Reg Legal
- \$ 4,305.48 HAMILTON SCHOOL DISTRICT: May 2020 Mobile Home Parking Fees

Report Criteria:

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



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

Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures, holidays, and other events from **June 23, 2020 through July 27, 2020.**

| <u>Date</u> | <u>Time</u>       | <u>Description</u>                        | <u>Location</u>                    |
|-------------|-------------------|---|------------------------------------|
| 3-Jul       | All day           | Office Closures                           | Various                            |
| 4-Jul       | All day           | Independence Day                          |                                    |
| 9-Jul       | 6:30 PM           | Plan Commission Meeting                   | Town Hall                          |
| 13-Jul      | 6:00 PM - 6:30 PM | Supervisors' Office Hours                 | Town Hall                          |
| 13-Jul      | 6:30 PM           | Town Board Meeting                        | Town Hall                          |
| 15-Jul      | 6:30 PM           | Sanitary District No. 1 Committee Meeting | Town Hall                          |
| 20-Jul      | 6:30 PM           | Park Committee Meeting                    | Richard Jung Memorial Fire Station |
| 27-Jul      | 8:30 AM - 4:30 PM | In-person absentee voting begins          | Town Hall                          |
| 27-Jul      | 6:00 PM - 6:30 PM | Supervisors' Office Hours                 | Town Hall                          |
| 27-Jul      | 6:30 PM           | Town Board Meeting                        | Town Hall                          |

Sincerely,

Steven A. Braatz, Jr., MMC/WCPC  
Town of Lisbon Clerk  
Waukesha County  
262.246.6100 x1004  
[interimclerk@townoflisbonwi.com](mailto:interimclerk@townoflisbonwi.com)  
[www.townoflisbonwi.com](http://www.townoflisbonwi.com)



# REQUEST FOR CONSIDERATION

|   |
|---|
| <b>COMMITTEE CONSIDERATION:</b> Town Board  |
| <b>ITEM DESCRIPTION:</b> Discussion and necessary action to award the 2020 Crack Sealing Contract.  |
| <b>PREPARED BY:</b> Joe DeStefano Jr.   |
| <b>REPORT DATE:</b> 6-15-2020   |
| <b>RECOMMENDATION:</b> Have Fahrner Asphalt Sealers, LLC handle our 2020 Crack Sealing Program.   |
| <b>EXPLANATION:</b><br><br>We have a \$100,000.00 budget in the Highway General Fund for crack sealing. Mitch (Kunkel) and I put together the paperwork to have the crack sealing put out to bid. We had two contractors put bids in. The bids are as follows:<br><br>Fahrner Asphalt Sealers. LLC.....\$76,360.00<br>Waunakee, WI<br><br>Thunder Road LLC.....\$82,669.00<br>Oconomowoc, WI<br><br>Fahrner.....\$76,360.00<br><br>I recommend we go with Fahrner for our 2020 Crack Sealing Program.<br><br>Respectfully Submitted,<br><i>Joe DeStefano Jr.</i><br>Joe DeStefano Jr. |



**BID TABULATION**  
**Town of Lisbon**  
**2020 Crack Sealing Program**  
**10:00 am Friday, June 5, 2020**

| Item No. | Base Bid - Pulverize and Overlay                        | Quantity | Unit | Fahrner Asphalt Sealers, LLC<br>Waunakee, WI |                     | Thunder Road LLC<br>Oconomowoc, WI |                     |
|----------|---|----------|------|--|---------------------|------------------------------------|---------------------|
|          |   |          |      | Unit Price                                   | Total               | Unit Price                         | Total               |
| 1        | Howard Road Road Crack Sealing                          | 1        | LS   | \$ 1,850.00                                  | \$ 1,850.00         | \$ 3,094.00                        | \$ 3,094.00         |
| 2        | Good Hope Road Crack Sealing                            | 1        | LS   | \$ 2,300.00                                  | \$ 2,300.00         | \$ 958.00                          | \$ 958.00           |
| 3        | North Lisbon Road Crack Sealing                         | 1        | LS   | \$ 8,400.00                                  | \$ 8,400.00         | \$ 6,720.00                        | \$ 6,720.00         |
| 4        | Colgate Road North Crack Sealing                        | 1        | LS   | \$ 2,940.00                                  | \$ 2,940.00         | \$ 400.00                          | \$ 400.00           |
| 5        | Colgate Road South Crack Sealing                        | 1        | LS   | \$ 600.00                                    | \$ 600.00           | \$ 2,930.00                        | \$ 2,930.00         |
| 6        | Woodside Road Crack Sealing                             | 1        | LS   | \$ 3,500.00                                  | \$ 3,500.00         | \$ 3,399.00                        | \$ 3,399.00         |
| 7        | Clubhouse Circle Crack Sealing                          | 1        | LS   | \$ 1,440.00                                  | \$ 1,440.00         | \$ 1,275.00                        | \$ 1,275.00         |
| 8        | Pitching Wedge Court Crack Sealing                      | 1        | LS   | \$ 350.00                                    | \$ 350.00           | \$ 550.00                          | \$ 550.00           |
| 9        | Five Iron Way Crack Sealing                             | 1        | LS   | \$ 2,100.00                                  | \$ 2,100.00         | \$ 1,783.00                        | \$ 1,783.00         |
| 10       | Seven Iron Circle Crack Sealing                         | 1        | LS   | \$ 500.00                                    | \$ 500.00           | \$ 400.00                          | \$ 400.00           |
| 11       | Short Road Crack Sealing                                | 1        | LS   | \$ 300.00                                    | \$ 300.00           | \$ 400.00                          | \$ 400.00           |
| 12       | Plainview Road Crack Sealing                            | 1        | LS   | \$ 2,100.00                                  | \$ 2,100.00         | \$ 1,200.00                        | \$ 1,200.00         |
| 13       | Hickory Road Crack Sealing                              | 1        | LS   | \$ 250.00                                    | \$ 250.00           | \$ 1,000.00                        | \$ 1,000.00         |
| 14       | Bonnie Lane Crack Sealing                               | 1        | LS   | \$ 150.00                                    | \$ 150.00           | \$ 400.00                          | \$ 400.00           |
| 15       | Department of Public Works/FD Parking Lot Crack Sealing | 1        | LS   | \$ 500.00                                    | \$ 500.00           | \$ 600.00                          | \$ 600.00           |
| 16       | Town Hall Parking Lot Crack Sealing                     | 1        | LS   | \$ 1,140.00                                  | \$ 1,140.00         | \$ 2,550.00                        | \$ 2,550.00         |
| 17       | Richmond Fire Department Parking Lot Crack Sealing      | 1        | LS   | \$ 1,000.00                                  | \$ 1,000.00         | \$ 600.00                          | \$ 600.00           |
| 18       | Scenic Knoll Subdivision Crack Sealing                  | 1        | LS   | \$ 700.00                                    | \$ 700.00           | \$ 1,000.00                        | \$ 1,000.00         |
| 19       | Polo Fields Subdivision Crack Sealing                   | 1        | LS   | \$ 1,950.00                                  | \$ 1,950.00         | \$ 2,085.00                        | \$ 2,085.00         |
| 20       | Wooded Hills Subdivision Crack Sealing                  | 1        | LS   | \$ 4,300.00                                  | \$ 4,300.00         | \$ 5,200.00                        | \$ 5,200.00         |
| 21       | Hamilton Heights Subdivision Crack Sealing              | 1        | LS   | \$ 7,780.00                                  | \$ 7,780.00         | \$ 3,631.00                        | \$ 3,631.00         |
| 22       | Plainview Parkway South Crack Sealing                   | 1        | LS   | \$ 4,920.00                                  | \$ 4,920.00         | \$ 3,830.00                        | \$ 3,830.00         |
| 23       | Twin Pines Subdivision Crack Sealing                    | 1        | LS   | \$ 9,375.00                                  | \$ 9,375.00         | \$ 12,520.00                       | \$ 12,520.00        |
| 24       | Celtic Ridge Subdivision Crack Sealing                  | 1        | LS   | \$ 4,100.00                                  | \$ 4,100.00         | \$ 3,064.00                        | \$ 3,064.00         |
| 25       | Ironwood West Subdivision Crack Sealing                 | 1        | LS   | \$ 2,100.00                                  | \$ 2,100.00         | \$ 4,530.00                        | \$ 4,530.00         |
| 26       | Walnut Ridge Subdivision Crack Sealing                  | 1        | LS   | \$ 1,850.00                                  | \$ 1,850.00         | \$ 1,510.00                        | \$ 1,510.00         |
| 27       | Lynndale East Subdivision Crack Sealing                 | 1        | LS   | \$ 700.00                                    | \$ 700.00           | \$ 400.00                          | \$ 400.00           |
| 28       | Lynndale West Subdivision Crack Sealing                 | 1        | LS   | \$ 1,600.00                                  | \$ 1,600.00         | \$ 914.00                          | \$ 914.00           |
| 29       | Circle Crest Subdivision Crack Sealing                  | 1        | LS   | \$ 1,440.00                                  | \$ 1,440.00         | \$ 1,254.00                        | \$ 1,254.00         |
| 30       | Quarry Corners Industrial Park Crack Sealing            | 1        | LS   | \$ 5,625.00                                  | \$ 5,625.00         | \$ 12,372.00                       | \$ 12,372.00        |
| 31       | Erosion Control   | 1        | LS   | \$ 250.00                                    | \$ 250.00           | \$ -                               | \$ -                |
| 32       | Traffic Control and Access                              | 1        | LS   | \$ 250.00                                    | \$ 250.00           | \$ 2,100.00                        | \$ 2,100.00         |
|          |   |          |      | <b>Total Base Bid:</b>                       | <b>\$ 76,360.00</b> | <b>Total Base Bid:</b>             | <b>\$ 82,669.00</b> |



# REQUEST FOR CONSIDERATION

|  |
|--|
| <b>COMMITTEE CONSIDERATION:</b> Town Board   |
| <b>ITEM DESCRIPTION:</b> Discussion and necessary action to award the 2020 Seal Coating Contract   |
| <b>PREPARED BY:</b> Joe DeStefano Jr.  |
| <b>REPORT DATE:</b> 6-15-2020  |
| <b>RECOMMENDATION:</b> Have Fahrner Asphalt Sealers, LLC seal coat Hillside Road with the road sweeping with removal and the possibility of using 3/8" aggregate.  |
| <b>EXPLANATION:</b><br><br>Last year, during 2020 budget workshops I designated approx. \$100,000 for chip sealing of Hillside Road. The monies would come out of our road paving sinking fund. Mitch (Kunkel) and I put together all the paperwork to have the project put out to bid. We had two contractors bid on the project. The bids are as follows:<br><br>Fahrner Asphalt Sealers, LLC.....\$73,710.00<br>Waunakee, WI<br><br>Scott Construction, Inc.....\$89,380.00<br>Lake Delton, WI<br><br><u>Add-ons</u><br>Road sweeping with removal.....\$5,000.00<br>3/8" aggregate instead of 1/4" aggregate if we are happy with results.....\$16,000.00<br><br>Fahrner and Add-ons.....\$94,710.00 |
| I recommend we use Fahrner plus the road seeping with removal add-on. The Town of Merton is having a couple roads done with the 3/8" aggregate. After that is applied and we are able to take a look at it, we may want to go with that. Mitch and I agree it would be a better option to apply 3/8" chips on a heavier traveled road like Hillside, plus more oil is applied for 3/8", which is another benefit. But would like to see a finished product before we decide to go that route.  |
| Respectfully Submitted,<br><br><i>Joe DeStefano Jr.</i><br><br>Joe DeStefano Jr.   |



**BID TABULATION**  
**Town of Lisbon**  
**2020 Seal Coating Program**  
**10:00 am Friday, June 5, 2020**

| Item No. | Base Bid - Pulverize and Overlay | Quantity | Unit | Fahrner Asphalt Sealers, LLC<br>Waunakee, WI |                     | Scott Construction, Inc<br>Lake Delton, WI |                     |
|----------|----------------------------------|----------|------|--|---------------------|--|---------------------|
|          |                                  |          |      | Unit Price                                   | Total               | Unit Price                                 | Total               |
| 1        | Single Seal Coat                 | 48,000   | SY   | \$ 1.52                                      | \$ 72,960.00        | \$ 1.76                                    | \$ 84,480.00        |
| 2        | Erosion Control                  | 1        | LS   | \$ -   | \$ -                | \$ 100.00                                  | \$ 100.00           |
| 3        | Traffic Control and Access       | 1        | LS   | \$ 750.00                                    | \$ 750.00           | \$ 4,800.00                                | \$ 4,800.00         |
|          |                                  |          |      | <b>Total Base Bid:</b>                       | <b>\$ 73,710.00</b> | <b>Total Base Bid:</b>                     | <b>\$ 89,380.00</b> |

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

**THIS AGREEMENT** made as of this \_\_\_\_ day of June 2020, 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 low-density conservation subdivision, said land being described on **EXHIBIT A**, a copy of which is attached hereto and incorporated herein; and

**WHEREAS**, the DEVELOPER desires to divide and develop such land on **EXHIBIT B** for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and any municipal ordinances regarding land division including Waukesha County; and

**WHEREAS**, the parties have executed a Phase I Developer's Agreement in which the DEVELOPER agreed to improve Lots 1 through 26 as shown on **EXHIBIT B**; and

**WHEREAS**, the DEVELOPER desires to improve Lots 27 through 37 as part of Phase II of the development, as shown on **EXHIBIT B**, hereinafter called "SUBJECT LANDS"; and

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

**WHEREAS**, said SUBJECT LANDS are presently zoned R-1 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;

**WHEREAS**, all lot owners maintain shared ownership in and to their respective outlot and are jointly and severally responsible for all long-term maintenance of that outlot. In the event long term maintenance of any outlot is not being upheld, the Town may take over these duties and charge back the cost of said maintenance to the lot owners through a special assessment;

**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.
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 December 1, 2020 or as extended by the TOWN Board for lots 27 through 35.
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. 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, 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 shall be completed and accepted by the TOWN Board and comply with Section XI of this agreement before any building permits are issued for any lot.
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, or is determined to be related to drainage problems to adjoining lands, 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.

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.

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

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

2. The DEVELOPER shall not materially deviate from the construction sequencing identified in the storm water management and erosion control plans without prior written approval to do so from the Wisconsin Department of Natural Resources and the TOWN Engineer, such approval not to be unreasonably withheld, conditioned, or delayed.
3. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances on or adjacent to the Property to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the TOWN Engineer, Wisconsin Department of Natural Resources and Army Corps of Engineers, if applicable. If needed, the DEVELOPER is responsible for obtaining all necessary consents from neighboring property owners this Section; 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.

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

1. To the extent practicable, the DEVELOPER agrees to preserve the existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, soil absorption waste disposal areas, paths, and trails by use of sound conservation practices. The Developer shall submit a landscaping plan in a form acceptable to the Town Plan Commission and Town Engineer.
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. 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.

- E. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:
1. Street signs, traffic control signs, culverts, posts, and guard rails as required by the TOWN 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 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.
- F. FIRE TANK PROTECTION: DEVELOPER shall pay a fee in the amount of \$15,000 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.
- G. OTHER UTILITIES. The Developer shall cause gas, electrical power, telephone, and cable television facilities to be installed in such a manner as to make adequate service available to each lot. All new electrical distribution lines, television cables, and telephone lines from which lots are individually served shall be underground unless the TOWN Board, in its sole discretion, specifically allows overhead poles for the following reasons:
1. Topography, soil, water table, solid rock, boulders, or other physical conditions which would make underground installation unreasonable or impractical; or
  2. The lots to be served by said facilities can be served directly from existing overhead facilities.
  3. DEVELOPER shall work with WE Energies to record any necessary utility easements. Any utility easement shall be recorded by separate documents and copies provided to the Town prior to issuance of building permits.

## **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 this Agreement.

- 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 Final 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. The remaining balance within the Letter of Credit, as required by this Agreement, will be refunded by the Town after the one-year warranty period has expired and all sums due the Town from the Developer have been paid.

#### **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 and subject to TOWN Board approval:

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

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.
- E. All street trees per TOWN Ordinances have been installed and approved by the TOWN of Lisbon.
- F. All trail easements have been approved by the TOWN of Lisbon and recorded.

## **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 a form approved by the Town Board.
- 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 C** 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, which includes right of way and trails, 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 C** 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 D**.

#### **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's GDP and SDP details are included as **EXHIBIT E** 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. 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 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.

*Signature Pages to Follow*

DEVELOPER

The Preserve at Harvest Ridge, LLC, a Wisconsin  
limited liability company

By: Neumann Developments, Inc., its sole member

By: \_\_\_\_\_  
Steve DeCleene, President

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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: \_\_\_\_\_  
\_\_\_\_\_, [Interim] Town Clerk

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above named Joseph Osterman and \_\_\_\_\_, TOWN Chairman and [Interim] 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 Interim 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.

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

APPROVED AS TO FORM:

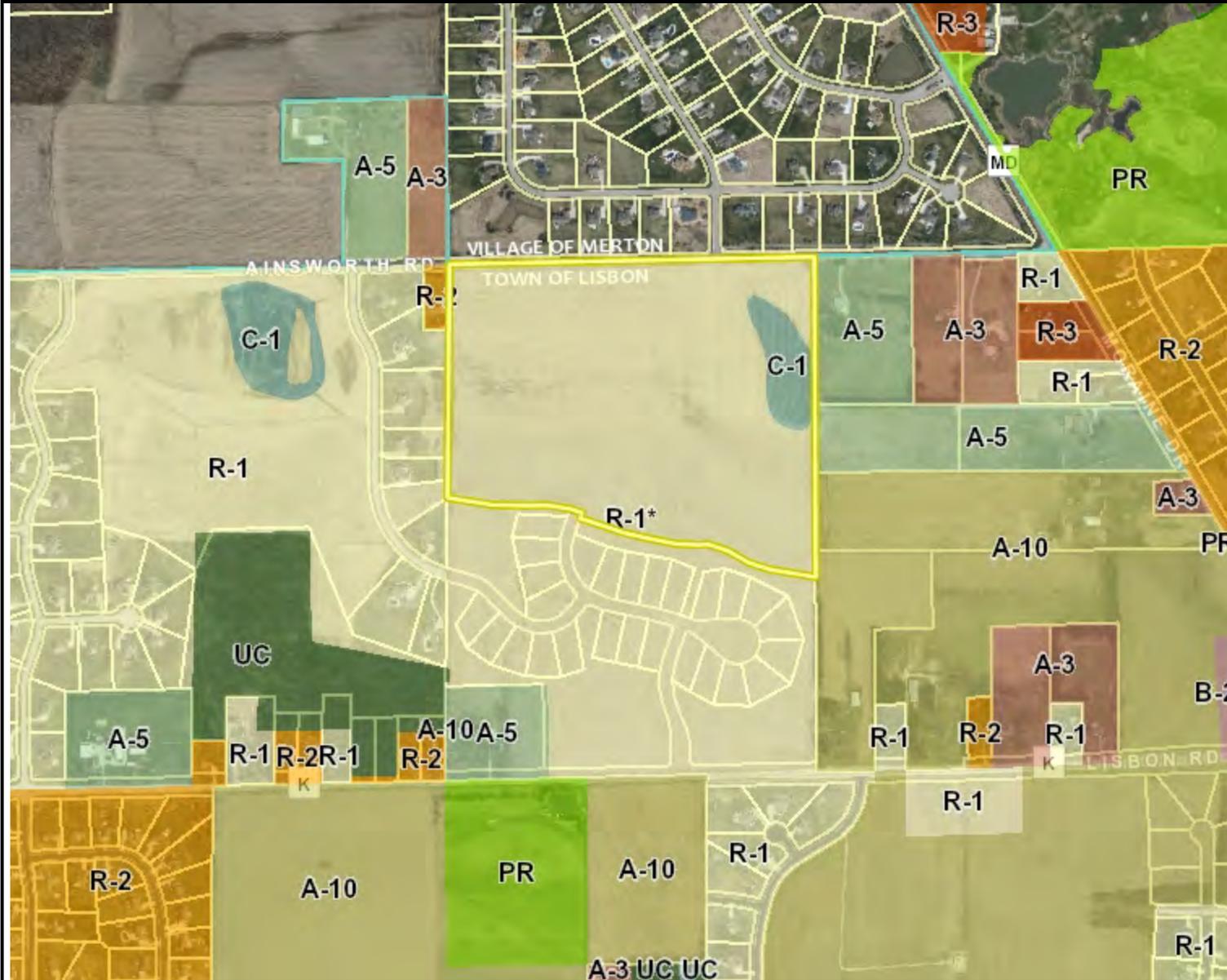
\_\_\_\_\_  
TOWN Attorney

- ATTACHMENTS:**  
EXHIBIT A: Preliminary Plat  
EXHIBIT B: Final Plat  
EXHIBIT C: Dedication Fees  
EXHIBIT D: Certificate of Insurance  
EXHIBIT E: GDP/SDP

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



# Waukesha County GIS Map



**Legend**

**Special Districts**

- Historic Landmark
- Historic District
- Hydric Soil District
- Planned Unit Development
- Well Head Protection District

**Wetland Overlay**

- 

**Environmental Corridor Overlay**

- 

**Town Zoning District**

- <all other values>
- A-1
- A-1a
- A-2
- A-3 Agricultural/Residential
- A-4
- A-5 Mini-Farm
- A-E
- A-P
- A-B
- A-T
- AD-10 Agricultural Density 1
- A-10 Agricultural
- AP
- B-1 Restricted Business
- B-2 Local Business
- B-3 General Business
- B-4 Community Business
- B-P Mixed Use Business Pa
- C-1 Conservancy Wetland a
- EC
- FLC
- FLP
- HG
- I-1
- I-2
- M-1 Limited Industrial
- M-2 General Industrial
- MU-1
- Not Zoned
- P-1
- P-1 Public and Institutional
- PR Park and Recreation
- Q-1 Quarrying
- R-1 Suburban Single Family

0 800.00 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:**

Printed: 6/4/2020

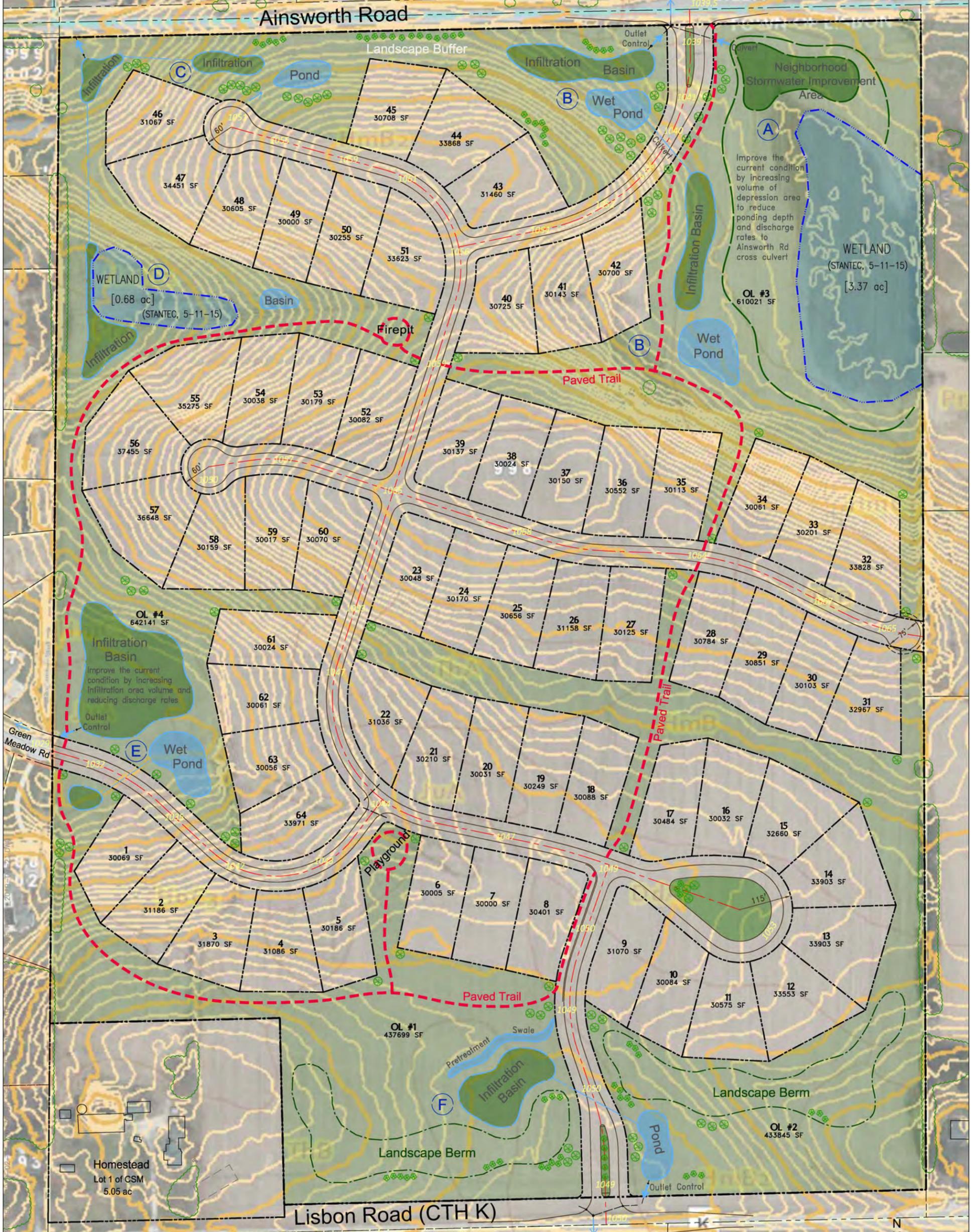




| Data Summary Table  |  |   |
|---|--|---|
| 64 Lot Conservation Subdivision                           |  |   |
| Total Area = ± 106.13 acres<br>(with full ROW dedication) | <b>PUD Proposed Standards</b><br>Lot Size: 30,000 s.f. min.<br>Lot Width: 110' minimum<br>Proposed Setbacks:<br>Public Road = 35'<br>Side=20'<br>Rear=20'<br>Lisbon & Ainsworth Rd = 50' | <b>PUD Open Space Calculations:</b><br>Total PUD Area = 106.13 acres<br><br>Outlot Area* = 48.74 ac (45.9%)<br>- % Wetland = 4.05/48.74= 8.3%<br>- % Stormwater = 5.4/48.74= 11.1%<br>- % Upland = 39.29/44.5 = 80.6%<br>[*Outlots 1, 2, 3 & 4] |
| Density = 1.66 acres/lot                                  |  |   |
| Total Road Length = 6,850 l.f.<br>[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

Scale: 1" = 100' (22"x34")  
 Scale: 1" = 200' (11"x17")  
 DATE: 03/21/2019

# THE PRESERVE AT HARVEST RIDGE ADDITION NO. 1

BEING A REDIVISION OF OUTLOT 4, "THE PRESERVE AT HARVEST RIDGE", BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWN 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN.

## OVERALL DETAIL SHEET

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration

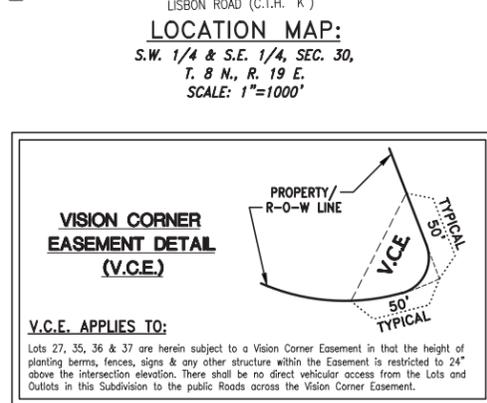
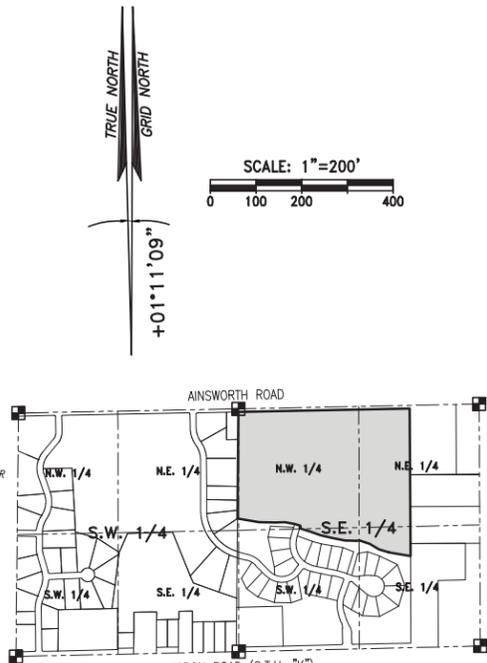
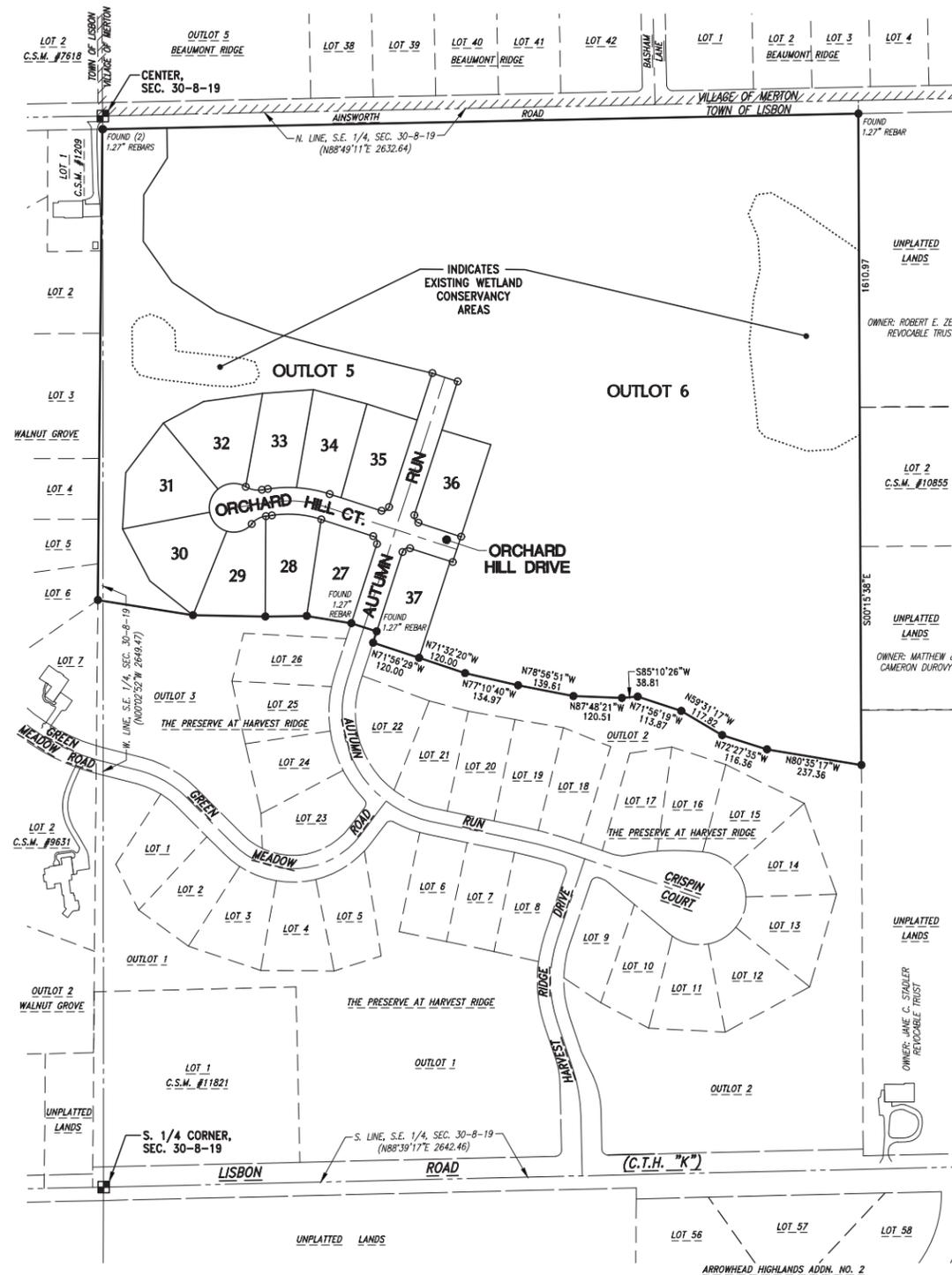


### ZONING DATA:

CATEGORY - "R-1" (PUD OVERLAY)  
 Minimum Lot Area = 30,000 S.F.  
 Minimum Lot Width = 110 ft. • FSB  
 Minimum Building Setbacks:  
 Public Roads ..... 35 ft.  
 Lisbon & Ainsworth Roads ... 50 ft.  
 Side Yard ..... 20 ft.  
 Rear Yard ..... 20 ft.  
 Wetlands ..... 75 ft.

### OWNER:

THE PRESERVE AT HARVEST RIDGE, LLC  
 N27 W24025 PAUL COURT, SUITE 100  
 PEWAUKEE, WI 53072  
 (262) 542-9200  
 (262) 349-9324



### SEASONAL HIGH GROUND WATER TABLE:

| LOT # | AS SHOWN IN REPORT | SEASONAL HIGH WATER TABLE ELEV. [1] | MIN. BSMT. ELEV. (PER TOWN OF LISBON)[2] | Groundwater Depth (feet) [3] |
|-------|--------------------|-------------------------------------|--|------------------------------|
| 27    | 60                 | 1056.5                              | 1058.0                                   | 2                            |
| 28    | 59                 | 1049.3                              | 1050.8                                   | 2                            |
| 29    | 58                 | 1041.55                             | 1043.1                                   | 2.66                         |
| 30    | 57                 | 1038.34                             | 1039.8                                   | 2                            |
| 31    | 56                 | 1037.04                             | 1038.5                                   | 2.5                          |
| 32    | 55                 | 1038.38                             | 1039.9                                   | 3                            |
| 33    | 54                 | 1042.7                              | 1044.2                                   | 1.91                         |
| 34    | 53                 | 1047.19                             | 1048.7                                   | 3.33                         |
| 35    | 52                 | 1052.82                             | 1054.3                                   | 3.33                         |
| 36    | 39                 | 1062.16                             | 1063.7                                   | 3.33                         |
| 37    | 23                 | 1060.83                             | 1062.3                                   | 2.66                         |

[1] Elevations obtained from "Form A - Seasonal High Groundwater Determination Report" - prepared by Jeffrey Hammes (Professional Soil Scientist #191-112) dated 5/29/2019.

[2] Minimum basement elevations are set 18" above the reported seasonal high groundwater elevation, per Town of Lisbon.

[3] Indicates groundwater depth from existing grade. Per Waukesha County, basement floor surface shall be 1' above interpolated groundwater depth, or if any portion of the proposed basement floor is less than one foot above the highest groundwater table, a gravity drain system and suitable outlet is required.

Basement elevations shall comply with both Town of Lisbon & Waukesha County requirements, as noted on table.

### WETLAND PRESERVATION RESTRICTIONS:

The Wetland Conservancy Areas shown on Outlots 5 and 6 of this Plat shall be subject to the following restrictions:

- Grading, filling, the removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, invasive species or dying vegetation may be removed, at the discretion of the landowner and with approval of the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use - Planning and Zoning Division, shall also be permitted.
- Grazing by domesticated animals, i.e., horses, cows, etc. is prohibited.
- The introduction of plant material not indigenous to the existing environment is prohibited.
- Ponds may be permitted in the wetland area subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. Ponds are prohibited in the 100-yr. floodplain, primary environmental corridor and isolated natural resource area.
- The construction of buildings is prohibited.

### GENERAL NOTES:

- Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- Indicates Found 0.75" outside diameter Reinforcing Bar unless otherwise noted.
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to the grid north of the Wisconsin State Plane Coordinate System (NAD 1927 datum) - South Zone, in which the West line of the S.E. 1/4 of Section 30, T. 8 N., R. 19 E., is taken to bear North 00°2'52" West.
- All lots to be served by Wells and onsite Soil Absorption Sewage Disposal Systems. All Septic areas for Lots 27 through 37 will be mound type systems.
- All Wells shall be located within 50 ft. off the front Lotline to ensure proper separation to Septic Systems and Stormwater Management areas.
- Outlot 5 contains Stormwater Management Facilities, a Public Asphalt Trail System and Open Space.
- Outlot 6 contains a Wetland Conservancy Area and Open Space. This Outlot to be retained by the Owner for future development. Neither Waukesha County nor the Town of Lisbon shall be liable for fees or special charges in the event they become the owner of Outlot 6 in the Subdivision by reason of tax delinquency.
- The Owners of the residential Lots within this Subdivision and any previous and future additions to this Subdivision shall each own an equal undivided fractional interest in Outlot 5 of this Subdivision. Neither Waukesha County nor the Town of Lisbon shall be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- There shall be no direct vehicular ingress or egress to Ainsworth Road from any Lot or Outlot within this Subdivision. It being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293 of the Wisconsin Statutes and shall be enforced by the Wisconsin Department of Transportation and Waukesha County.
- Stormwater Drainage Easements shall be provided around Stormwater Management Facilities on Outlots 5 and 6 and recorded by separate Documents.
- There shall be a 12' wide Public Access Easement centered upon and located over the Public Asphalt Trail System to be created by separate Document and granted to the Town of Lisbon for public trail purposes.
- All side and rear Lotlines not regulated by Waukesha County or the Town of Lisbon shall be graded and maintained in cooperation with abutting Property Owners so as to neither impede the flow of Stormwater, nor negatively impact any abutting property, while also adhering to the established, approved, and accepted Stormwater Management Plan.
- Per the Wisconsin Historic Preservation database and State Archaeologist, there are no reported archeological sites within the Subdivision.
- Wetland boundaries shown hereon were field delineated by Jeff Kraemer of Stantec Consulting, Inc. (a WDNR certified assured delineator) on April 21, 2015.
- All lands with area labeled "Public Drainage Easement" are reserved for stormwater collection, conveyance, treatment or infiltration. No buildings or other structures are allowed in these areas. No grading or filling is allowed in these areas that may interrupt stormwater flows in any way. The Maintenance Agreement may contain specific maintenance requirements for these areas. The Town of Lisbon, Waukesha County or their designee are authorized access in these areas for purposes of inspecting the storm water management practices or enforcing the terms of the Maintenance Agreement.
- All lands within areas labeled "Public Access Easement" shall remain clear of trees, shrubs and any structures that may interfere with the free movement of vehicles that may be needed to enter the area for maintenance purposes. The Town of Lisbon, Waukesha County or their designee are authorized access in these areas for purposes of inspecting the storm water management practices or enforcing the terms of the Maintenance Agreement.
- All lands within areas labeled "Well Setback" are restricted from the placement of any Well due to potential risk of contamination in accordance with the Stormwater Ordinance and Wisconsin Administrative Codes.
- Basement floor surface elevations shall not be lower than those listed in the Seasonal High Ground Water Table shown below due to potential for high ground water.
- Per Chapter 12, Section 2.06j of the Town of Lisbon Land Division and Development Ordinance dated 8-14-17, - "Development within a Wetland is prohibited and a 75 foot Building Setback from the Wetland boundary line shall be provided."
- Building Restrictions: A. Minimum 2-foot vertical separation between the lowest elevation of the structure that is exposed to the ground surface and the maximum water surface elevation produced by the 100-year-24-hour design storm. B. Minimum 50-foot horizontal setback between the building and the closest edge of the water at the elevation produced by the 100-year, 24-hour design storm.

### STORMWATER MANAGEMENT PRACTICE MAINTENANCE:

The titleholders of all Lots within this Subdivision and the titleholders of all Lots within any previous and future additions to this Subdivision shall each hold an equal undivided and nontransferable interest in Outlot 5, where stormwater management practices are located. There are one or more separate documents recorded on the property title through the Waukesha County Register of Deeds entitled "Stormwater Management Practice Maintenance Agreement" ("Maintenance Agreement") that apply to Outlot 5. The Maintenance Agreement subjects this Subdivision Plat, and all the Owners therein, to covenants, conditions and restrictions necessary to ensure the long-term maintenance of the stormwater management practice. The Maintenance Agreement also outlines a process by which the Town of Lisbon may levy and collect special assessments of charges for any services the community might provide relating to enforcement of the Maintenance Agreement.

In accordance with Chapter 14-Article VIII of the Waukesha County Code of Ordinances ("Stormwater Ordinance"), the Stormwater Permit Holder is responsible for constructing the Stormwater Management practices following plans approved by Waukesha County and is responsible for maintaining the stormwater practices until permit termination by Waukesha County. Upon termination of the Stormwater Permit, the Owners of all Lots within this Subdivision and the Owners of all Lots within any previous and future additions to this Subdivision shall be responsible for the maintenance of the stormwater management practices in accordance with the Maintenance Agreement.

### BASEMENT RESTRICTION FOR GROUNDWATER:

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Refer to Town Ordinance Ch. 11 Sec. 3(C) 10. Drainage Regulations.

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**DEVELOPER'S AGREEMENT PHASE I  
FOR HILLSIDE RIDGE  
TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN**

**THIS AGREEMENT** made this \_\_\_\_ day of June, 2020, between Hillside 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 79 acres of land in the TOWN, upon which the DEVELOPER desired to construct a 48-lot 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 improve Lots 1 through 12 and Lots 25 through 48 in the Summer of 2020 as part of Phase I of the Development; and

**WHEREAS**, the DEVELOPER desires to improve certain Lots in future phases of the Development, which will be addressed by the Town at such a time as an application for development is received; and

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

**WHEREAS**, said SUBJECT LANDS are presently zoned R-1 with a small portion zoned A-10 and C-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 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.
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 November 30, 2020 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 the 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. SURFACE AND STORM WATER DRAINAGE. The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the TOWN written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and TOWN regulations, guidelines, specifications, laws and ordinances, and written proof that the TOWN Engineer and the County Department of Environmental Resources, Division of Land Conservation, have reviewed and approved said plans.
2. During the terms of development, the DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in 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, 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 shall be completed and accepted by the TOWN Board, and comply with Section XII of this agreement before any building permits are issued.
4. The Developer agrees to maintain storm water drainage and detention facilities as depicted on the drainage plans submitted to and approved 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 to the installation and maintenance of the storm water drainage and detention facilities or determined to be related to drainage problems on adjoining lands, 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.
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 building 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 Building 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.

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

1. Prior to commencing site grading and execution, the DEVELOPER shall provide to the TOWN written certification from the DEVELOPER'S Engineer that said plan, once implemented, shall meet all federal, state, County and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, and written proof that the TOWN Engineer, Wisconsin Department of Natural Resources and the Army Corps of Engineers, if applicable, have approved said plans.
2. The DEVELOPER shall not materially deviate from the construction sequencing identified in the storm water management and erosion control plans without prior written approval to do so from the Wisconsin Department of Natural Resources and the TOWN Engineer, such approval not to be unreasonably withheld, conditioned, or delayed.
3. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances on or adjacent to the Property to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the TOWN Engineer, Wisconsin Department of Natural Resources and Army Corps of Engineers, if applicable. If needed, the DEVELOPER is responsible for obtaining all necessary consents from neighboring property owners required to comply with this Section II(C)(3); in the event the DEVELOPER is unable to obtain such consents despite its commercially reasonable good faith efforts, the TOWN and the DEVELOPER agree to cooperate in good faith to perform any required erosion control measures in a manner reasonably acceptable to the TOWN.
4. All disturbed areas of the Property and adjacent to the Property shall be restored in accordance with the approved plans and to the reasonable satisfaction of the TOWN Engineer.

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

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

1. To the extent practicable, the DEVELOPER agrees to exercise commercially reasonable efforts 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. The Developer shall submit a landscape plan in a form acceptable to the Town Plan Commission and Town Engineer.
2. The DEVELOPER, as required by the TOWN, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, will be completed and certified as complete by the TOWN Engineer prior to the issuance of any building permits.
4. The TOWN of Lisbon has the right to trim and remove any features which would interfere with safe operation and maintenance of the TOWN right-of-ways and drainage ways.
5. The landscape plan must indicate the boulevard island in Beverly Lane as set forth on the Final Plat and approved by the TOWN Engineer and TOWN Board.
6. Before an occupancy permit is issued for a respective lot, the DEVELOPER shall install 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.

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

1. Street signs, traffic control signs, culverts, posts, and guard rails as required by the TOWN 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 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.

- F. FIRE TANK PROTECTION: DEVELOPER shall pay a fee in the amount of \$15,000 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.
- G. OTHER UTILITIES. The Developer shall cause gas, electrical power, telephone, and cable television facilities to be installed in such a manner as to make adequate service available to each lot. All new electrical distribution lines, television cables, and telephone lines from which lots are individually served shall be underground unless the TOWN Board, in its sole discretion, specifically allows overhead poles for the following reasons:
1. Topography, soil, water table, solid rock, boulders, or other physical conditions which would make underground installation unreasonable or impractical; or
  2. The lots to be served by said facilities can be served directly from existing overhead facilities.
  3. The Developer shall work with WE Energies to record any necessary utility easements. The utility easement shall be recorded by separate documents and copies provided to the Town prior issuance of building permits.

## **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, after Final Acceptance, the public improvements and all other improvements described in Section I hereof against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Final Acceptance, by providing the TOWN with a letter of credit in a form acceptable to the TOWN Attorney in an aggregate amount of one hundred twenty percent (120%) of the total cost of 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 property or related activities on the subject property, the DEVELOPER shall correct such problems to the satisfaction of the TOWN. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the TOWN Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.
4. The TOWN shall snowplow the subdivision streets, 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 APPROVAL 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. The remaining balance within the Letter of Credit, as required by Section VI will be refunded by the Town after the one-year warranty period has expired and all sums due the Town from the Developer have been paid.

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

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

1. The installation of the first lift of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the TOWN Board.
2. Proof of payment for Subdivision gas, electric, telephone and cable television utilities are provided to the TOWN.
3. All required grading, street, and storm water management plans have been submitted to, reviewed by and approved by both the Town and the TOWN Engineer.
4. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this Agreement.

5. The storm water management plan was approved based upon wooded lots and corresponding runoff coefficients. If applicable, 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.
6. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
7. The DEVELOPER is not in default of any aspect of this Agreement.
8. All street trees per TOWN Ordinances have been installed and approved by the TOWN.

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

The TOWN reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this Agreement or has not completed any of the following to the satisfaction of the Town and Town Engineer.

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

## **XIII. MISCELLANEOUS REQUIREMENTS**

The DEVELOPER shall:

- A. EASEMENTS: Provide any easements including vision easements on SUBJECT LANDS deemed necessary by the TOWN Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.

- B. MANNER OF PERFORMANCE: Cause all construction called for by this Agreement to be carried out and performed in a good and worker like manner.
- C. SURVEY MONUMENTS: Properly place and install any lot, block or other monuments required by State Statute, TOWN Ordinance or the TOWN Engineer.
- D. DEED RESTRICTIONS: Execute and record deed restrictions and provide proof of recording prior to sale of lots for the SUBJECT LANDS in the form approved by the Town Board.
  - 1. LOT GRADE: Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the TOWN Engineer on file in the office of the TOWN Clerk. The DEVELOPER and/or the TOWN and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.
  - 2. ISSUANCE OF BUILDING PERMIT/GRADES: Prior to the issuance of a building permit for a specific lot, lot owner and/or their agent shall furnish to the Building Inspector of the TOWN a copy of the stake out survey, which is based on USGS Vertical Datum, showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.
- E. PERMITS: Provide and submit to the TOWN requesting the same, valid copies of any and all governmental agency permits.
- F. PARK AND PUBLIC SITE DEDICATION FEES: To pay as provided in the TOWN'S Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites. The fee shall be paid, in full, at the time of application for a building permit. All applicable fees for this development are attached on **EXHIBIT B** which is incorporated herein by reference.
- G. NOISE: Make every effort to minimize noise, dust, and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 6:00 AM and it shall end before 6:00 PM, Monday through Saturday. There shall be no construction activities on Sundays and holidays.
- H. DOCUMENTS: The DEVELOPER shall provide three (3) complete sets of recorded final plat documents to the TOWN including, but not limited to:
  - 1. A full-size Final Plat.

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

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

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

#### **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 SDP details are included as **EXHIBIT D** 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. The DEVELOPER and the TOWN further agree that they are bound by these conditions. Conditional final plat approval for the subject property is incorporated herein and will be provided to the Town upon Developer's receipt of the Final Plat. 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.

*Signature Pages to Follow*

DEVELOPER:

Hillside Ridge, LLC, a Wisconsin limited liability company

By: Neumann Developments, Inc., its sole member

By: \_\_\_\_\_  
Steve DeCleene, President

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 expires: \_\_\_\_\_



TOWN OF LISBON  
WAUKESHA COUNTY, WISCONSIN

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

By: \_\_\_\_\_  
Rick J. Goeckner, Interim Town Clerk

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above named Joseph Osterman and Rick J. Goeckner, TOWN Chairman and Interim 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.

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

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

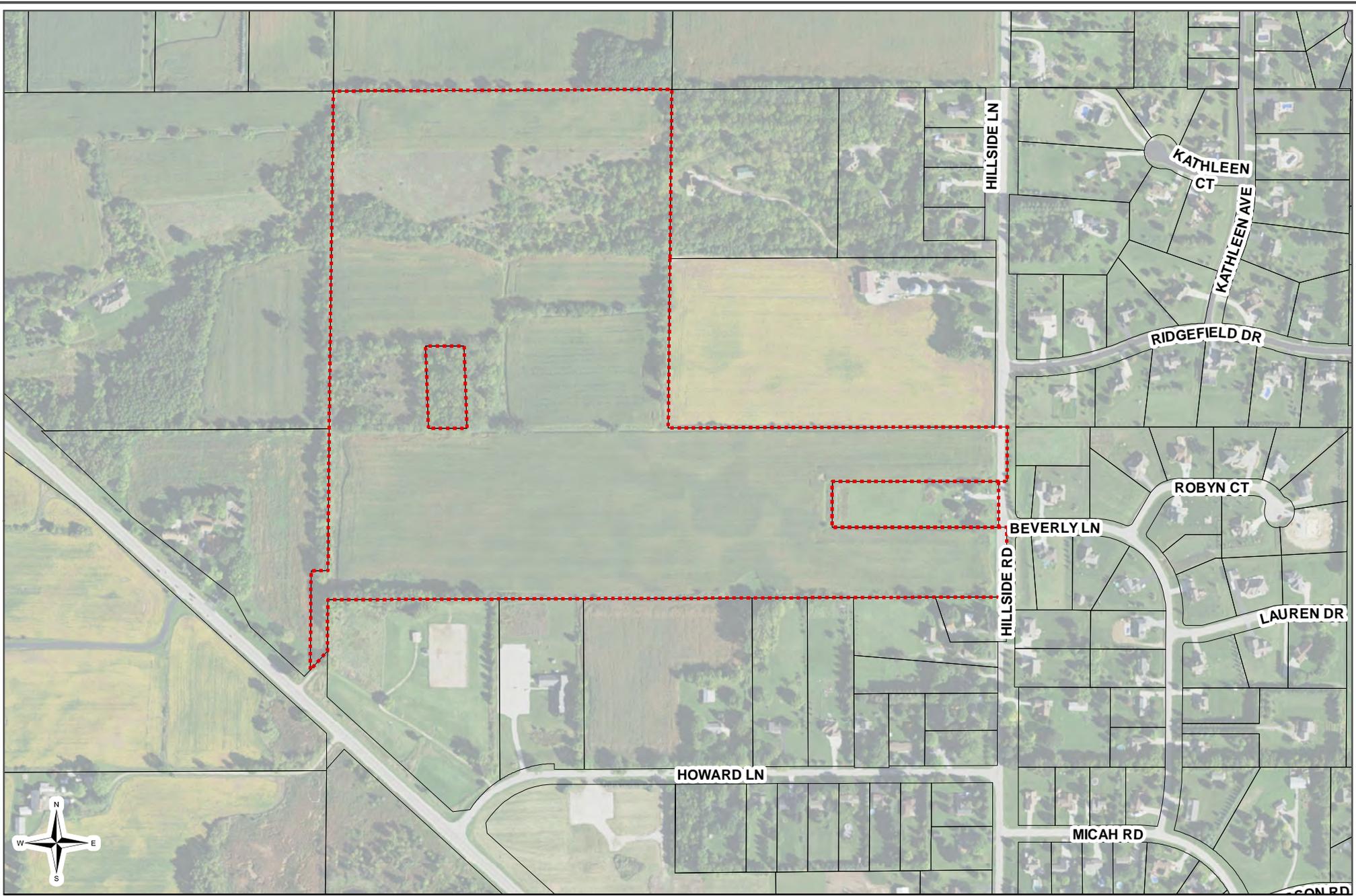
APPROVED AS TO FORM:

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

**ATTACHMENTS:**

- EXHIBIT A: Preliminary Plat
- EXHIBIT B: Dedication Fees
- EXHIBIT C: Certificate of Insurance
- EXHIBIT D: GDP/SDP

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



Parcel ID 0205995 & 0208987: Site Map  
*Town of Lisbon*

1 inch = 500 feet

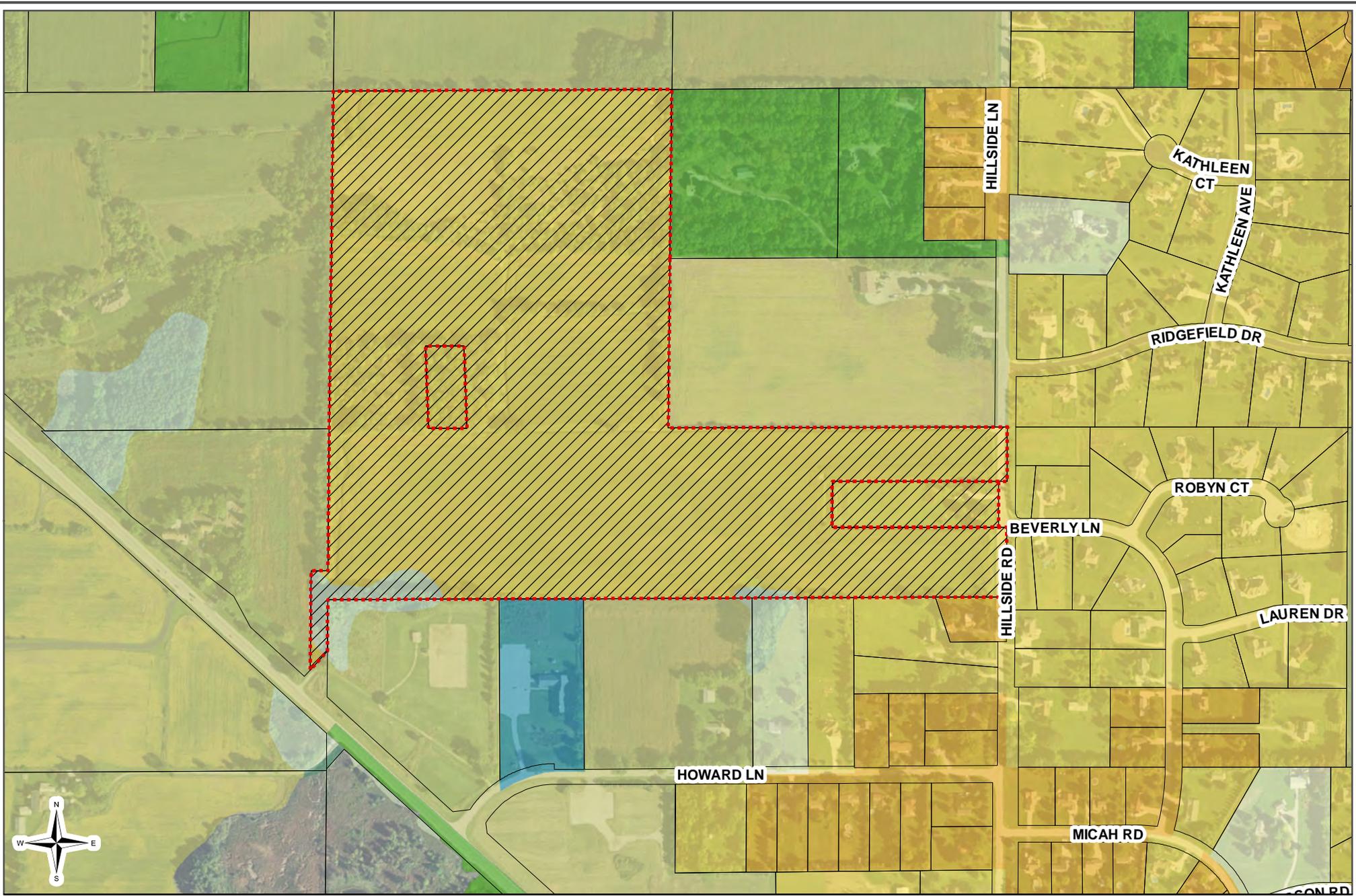


 Town of Lisbon Boundary  
 Subject Parcels

**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



# Parcel ID 0205995 & 0208987: **Current Zoning**

*Town of Lisbon*

1 inch = 500 feet



|  |       |  |     |  |     |  |     |  |     |  |     |  |     |
|--|-------|--|-----|--|-----|--|-----|--|-----|--|-----|--|-----|
|  | AD-10 |  | A-5 |  | R-2 |  | B-1 |  | B-4 |  | M-1 |  | C-1 |
|  | RD-5  |  | A-3 |  | R-3 |  | B-2 |  | B-P |  | M-2 |  | UC  |
|  | A-10  |  | R-1 |  | RM  |  | B-3 |  | Q-1 |  | P-1 |  | PR  |

Subject Parcels  
 PUD Area

**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





June 4, 2020

Chairperson Osterman and Town Plan Commission Members  
Town of Lisbon  
W23N8676 Woodside Road  
Lisbon, WI 53089

Re: Stark Pavement – Major Grading Conditional Use Permit (CUP) Review

Dear Plan Commission Members:

The above-referenced Conditional Use Permit (CUP) application was received in our office for review on behalf of the Town of Lisbon. We have reviewed the following application materials:

- Conditional Use Permit (CUP) Application
- Town Site Plan and Plan of Operation Application
- Master Grading/Site Plan and Berm details

### Summary

Stark Pavement Corporation is proposing to expand their existing aggregate stockpiling area in order to improve the efficiency of the asphalt plant. They will need to grade approximately 180,000 sq. ft. of ground area, plus associated drainage improvements, in order to do so. The property is located at the County Highway K, west of the intersection with County Highway F. The property is composed of two parcels of approximately 44.74 and 8.73 acres in size and is zoned Q-1 Quarrying. The site plan includes:

- A proposed additional aggregate & recycled asphalt stockpile area measuring 180,000 sq. ft.;
- Grading specifications – including a proposed berm along the west side of the aggregate yard
- Erosion control notes

Stark Pavement anticipates three full-time employees at the site, with operations running 6am to 6pm Monday through Friday, 6am to 2pm on Saturday, and 7am to 5pm on Sunday. The Major Grading Conditional Use Permit (CUP) was approved by the Plan Commission on May 14 with conditions, including the need to submit details of a proposed berm for review. This application is submitted in order to meet this condition.

### Application Review

The parcel is subject to compliance with the Town Code Chapters 11, 12, 13, other applicable Chapters.

### Background Information

Property owner: Lannon Stone Products, Inc.

Location: County Highway K, between State Highway 164 and County Highway F.

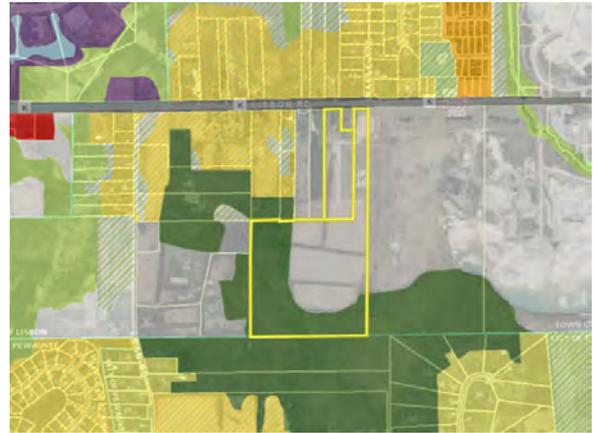
Tax Keys: LSBT028092, LSBT0280999

Adjacent land uses and zoning:

North: Residential (zoned A-3 and R-1 Suburban Single-Family)  
South: Vacant land (Village of Pewaukee)  
East: Residential (zoned Q-1 Quarrying)  
West: Quarry (zoned Q-1 Quarrying)

Existing: Q-1 Quarrying

Future Land Use: "Extractive" and "Primary Environmental Corridor" (see inset map image)



The use, removal, and/or distribution of the waste soil on the site shall be worked out between the Town and the applicant separate from this application. For the purposes of this review, we have assumed the pile will be managed according to any applicable grading standards and disposal regulations. Much of the waste soil will be kept on site and used to build landscape berms.

**Conditional Use Permit (CUP) Review**

Chapter 11 of the Town Ordinances (Zoning Code) lays out the requirements for application and approval of Conditional Use Permits in the Town. Certain uses of a special nature require the approval of a Conditional Use Permit by the Town. The basis for approval of the CUP is based on the following five standards. Per Sec. 4(d) of the Zoning Code, the Plan Commission may deny the conditional use request if it concludes, based upon the information submitted, that the proposed use and/or development would likely:

**1. Materially endanger the public health, general welfare, and safety**

The proposed Major Grading does not appear to endanger the public health, general welfare, and safety. The asphalt plant is currently in operation. The extension of storage area will decrease the number of trucks servicing the facility and, therefore, increase traffic safety. The proposed berm will shield the aggregate yard from view and make use of construction soil which would otherwise have to be trucked off-site.

**2. Be hazardous, harmful, noxious, offensive, or a nuisance by reason of noise, dust, smoke, odor, or other similar factor.**

The proposed Major Grading does not appear to be hazardous, harmful, noxious, offensive, or a nuisance by reason of noise, dust, smoke, odor, or other factor. Aggregate piles will allow for more organized storage of inputs and outputs from the asphalt plant. The stockpile area will be covered in recycled asphalt, reducing the dust from the current dirt/gravel/turf surface. The reduction in truck trips will reduce noise and truck emissions. The proposed berm will help to reduce noise from the operation.

**3. For any other reason cause a substantially adverse effect on property values.**

The proposed Major Grading is not expected to have a substantially adverse effect on property values. Aggregate piles will allow for more organized storage of inputs and outputs from the asphalt plant. The reduction in truck trips will reduce traffic on County Highway V. The proposed berms will help to shield the operation from neighboring properties and reduce noise.

**4. Be inharmonious with the area in which it is to be located.**

The proposed Major Grading is not expected to be inharmonious with the area in which it is to be located. The existing asphalt plant is part of a large quarrying operation.

**5. Will not be in general conformity with the land use plan, comprehensive plan, transportation plan, environmental plan, park, and recreational plan, or other officially adopted plan.**

The proposed Major Grading is in general conformity with the land use plan and other associated plans. The subject property is mostly designated "Extractive" with a small portion designated "Primary

Environmental Corridor". The proposed grading will be done to support the asphalt plant and the existing quarry and will only occur on the "Extractive" portion of the property. The grading will occur in the rear yard and will not be located near the ROW for County Highway K. Reduced truck traffic for storage of aggregate will minimize impact on the Highway as well.

### **Major Grading and Associated Site Plan Review Standards**

The Major Grading and associated Site Plan and Plan of Operation package that we received for review contains most of the items required by ordinance. However, some items are not included at the date of this report. Please see the comments below, Consistency with Zoning, on the additional information needed.

### **Consistency with Zoning**

The SPPOO amendment proposes an additional aggregate and recycled asphalt storage area to the rear of the existing asphalt plant. The Q-1 Quarrying zoning district allows for asphalt plants as an accessory to a quarrying operation. The asphalt plant is located adjacent to the quarrying operation as is connected via private drive and is integral to the operation of the quarry. The site plan complies with site requirements of the Q-1 Quarrying zoning district. No additional parking is required. Comments below relate to other details or standards that should be addressed.

### *Zoning Code General Provisions*

1. Stormwater storage and drainage calculations will need to be approved by the Town Engineer.
2. At least 15% of the site shall be set aside as open space. The site plan exceeds the standard with approximately 85% pervious surface / open space coverage.
3. The proposed aggregate stock pile is located behind the asphalt plant, therefore greenspace will not be required along County Highway K.
4. Due to the amount of open space surrounding the property, existing vegetation, and presence of existing/previously permitted operation, no perimeter landscape buffer will be required.
5. A berm is proposed to be constructed along the western border of the asphalt plant and aggregate storage area to help shield noise and help shield the operation from view. The berm is proposed to be 12' in height, exceeding the 3' allowable without a Plan Commission approval. The maximum allowable berm is 8', with additional allowance for 1' in height for every 25' from adjacent property lines. As the proposed berm would be 150' from the neighboring property line, an additional 6' would be allowable and the 12' berm would meet the zoning ordinance standard. Plan Commission approval is required for the proposed berm based on the design as shown on the grading plan.

### **Recommendation**

If the Plan Commission would require additional materials they have the ability to table the CUP application. If the Plan Commission is generally comfortable with the CUP request, they may conditionally approve it. Recommended conditions may include:

1. The Town of Lisbon retains the right to review the grading for compliance and maintenance of associated stormwater with approved plans.
2. The Fire Chief shall inspect the premises to ensure the site is in compliance with the respective fire codes. Non-objection from the Fire Department and correction of any deficiencies prior to issuance of occupancy permits.
3. The Building Inspector shall inspect the premises to ensure the site is in compliance with the respective building codes. Non-objection from the Building Inspector and correction of any deficiencies prior to issuance of occupancy permits.

4. The Town Engineer review the site plans to ensure the site is in compliance with the respective Town codes. Non-objection from the Town Engineer and correction of any deficiencies prior to issuance of SPPOO approval.
5. Outdoor storage of materials, the aggregate stock, will be partially screened by an extended berm.
6. There shall be no additional trash or commercial/office recycling stored outside of the building, exclusive of raw materials.
7. Provide plans for ongoing maintenance of landscaping, including mowing and weed management.
8. Soil tests shall be done, and provided to the Town, to confirm the soils are buildable.
9. The proposed hours and days of operation shall be 6am to 6pm Monday through Friday, 6am to 2pm on Saturday, and 7am to 5pm on Sunday.
10. All erosion control devices be installed and maintained throughout the duration of the construction project. It is imperative that erosion control be established prior to the onset any excavating or grading activities.
11. The Waukesha County Environmental Health Division may review and approve of the uses on the subject property, prior to the issuance of any permits.
12. Waukesha County review and approval of stormwater plans.
13. Waukesha County approval of any final Stormwater Management Practice and Maintenance Agreement.
14. Once the Storm Water Management Practice and Maintenance Agreement and any addendums of the same have been executed, a record copy shall be sent to the Town of Lisbon and the Town's Engineer for their records.
15. The applicant should obtain all necessary State and County permits and provide a copy of permit approvals to the Town for their records.
16. An up-to-date Site Plan and Plan of Operation must be on file at all times with the Town of Lisbon.
17. The approval is granted for the express conditions stated herein. Changes or alterations including, but not limited to, a change in use, premises, lands, or ownership of the property in question shall require a new Conditional Use Permit and/or Site Plan/Plan of Operation permit, as applicable, with all the zoning procedures at the time of being followed. Any use not specifically listed as permitted for this Q-1 Quarrying zoning district, shall be considered to be prohibited, except as otherwise specified herein.
18. The Town reserves the right to review any condition imposed as part of this Conditional Use Permit and Site Plan and Plan of Operation if said use becomes a problem in the area. The Town Plan Commission may modify, change, delete, add, etc. any conditions, through the Site Plan and Plan of Operation process, which they feel may be reasonable in order to allow this use and ensure it does not become detrimental to the surrounding area. Any major change, as determined by the Town Plan Commission may require modification to the CUP and/or SPPOO Permits or termination of the use.

June 4, 2020  
Page 5 of 7

The issues outlined above are meant to act as a guideline to assist you in discussions as to what issues you feel need to be addressed in order for you to review this proposal. We will be in attendance at the June Plan Commission meeting to answer any questions.

Sincerely,

Joshua Langen, AICP  
Community Development Planner

Rachel Holloway, AICP  
Town Planner

cc: Natasha Girard, Deputy Clerk, Town of Lisbon

M:\Lisbon, Town of\200200 - 2020 Town Planning Services\2020 Tasks\2020.19 Stark Pavement - Maj Grading CUP\Reviews\2020-05-19\_Stark Pavement New Grading exhibit\2020-05-19\_Stark Pavement New Grading exhibit\_Review.docx



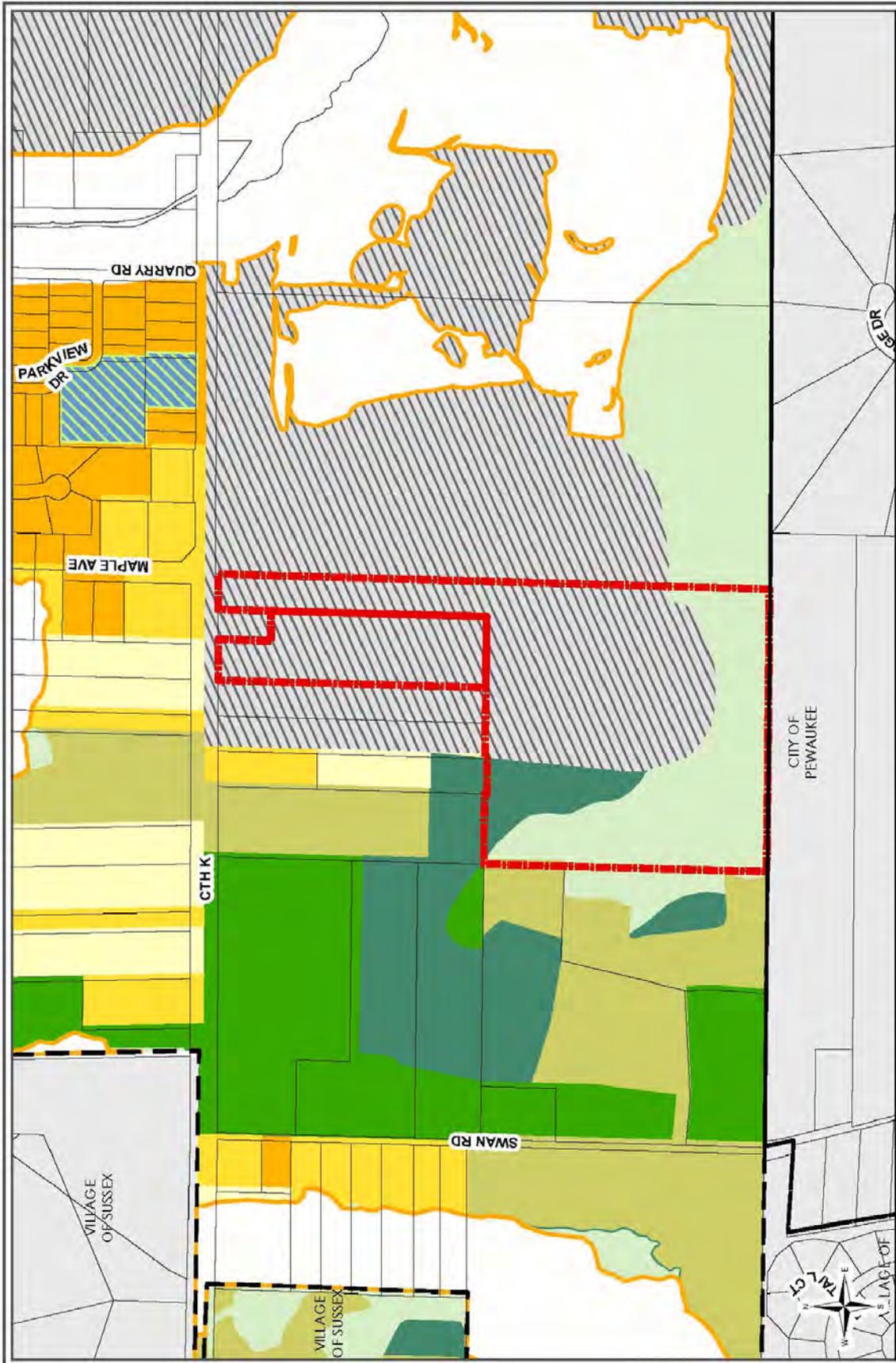
**vierbichler**  
 partners | engineers | advisors  
 REEBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO  
 N27 MC3957 Park Road, Suite 105, Pewaukee, WI 53072  
 Phone: (262) 875-5000 Fax: (608) 826-0300  
 Data Source: Vierbichler, Town of Lisbon, Waukesha County, ES&E

**Exhibit A: Parcels 0280.992, 0280.999 Site Map**  
 Town of Lisbon

|  |       |  |     |  |     |  |     |  |     |  |      |
|--|-------|--|-----|--|-----|--|-----|--|-----|--|------|
|  | AD-10 |  | A-5 |  | R-2 |  | B-1 |  | M-1 |  | C-1  |
|  | RD-5  |  | A-3 |  | R-3 |  | B-2 |  | M-2 |  | UC   |
|  | A-10  |  | R-1 |  | RM  |  | B-3 |  | P-I |  | PR   |
|  | Site  |  |     |  |     |  |     |  |     |  | Site |

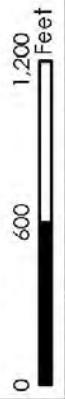
0 600 1,200 Feet

Map, Lisbon, Town of 200200 - 2020 Town Planning Services (2020) Tans (2020), 19 State, Parliament - Map, Grading, CLIP, Mapping and Exhibit (Subject Area Base Map).mxd



### Exhibit B: Parcels 0280.992, 0280.999 Zoning Map Town of Lisbon

- AD-10
- RD-5
- A-10
- A-5
- A-3
- R-1
- R-2
- R-3
- RM
- B-1
- B-2
- B-3
- B-4
- B-P
- Q-1
- M-1
- M-2
- P-1
- C-1
- UC
- PR
- Site



REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO  
N27 W29927 Four Road, Suite 105, Pewaukee, WI 53072  
Phone: (262) 575-5000 Fax: (408) 826-0300

Map of Lisbon, Town of Lisbon, 2020 Town Planning Services, 2020, Town of Lisbon, 19 State, Pavement, Not Grading, CLIP Mapping and Exhibit Subject Areas Base Map, 2020

**ASPHALT / CONCRETE PAVING CONTRACTOR**

**T: 414-466-7820 • F: 262-784-6840**

12845 W BURLEIGH RD • BROOKFIELD, WI 53005

*An Equal Opportunity Employer*



March 9, 2020

Ms. Gina Gresch  
Town Administrator  
Town of Lisbon  
W234 N 8676 Woodside Drive  
Lisbon, WI 53089



**Subject: Amendment to the Stark Pavement Corp. Asphalt Plant Plan of Operation**

Dear Ms. Gresch:

In an effort to improve efficiency at our asphalt plant, Stark Pavement Corporation is requesting approval to expand our aggregate stockpiling area as shown in the attached site plan. It is not anticipated that the expansion will increase traffic on Lisbon Rd., as the additional area is to allow for the potential future opportunity to supply the asphalt plant with off-road haul trucks from within the Lannon Stone Company property. Stormwater design has been performed and shall be in accordance with Waukesha County and WDNR requirements. All other aspects of our Site Plan of Operation remain unchanged from what has been previously approved.

We respectfully request that this item be placed on the April 9, 2020 Plan Commission agenda for consideration.

Thank you for your time and consideration, and should you have any questions or concerns regarding this request, please do not hesitate to contact me at (414) 466-7820. We greatly appreciate the opportunity to successfully operate within the Lisbon community.

Respectfully submitted,

Carl Johnson  
Vice President  
Stark Pavement Corporation, Inc.





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MAR 11 2020  
TOWN OF LISBON

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

## SITE PLAN AND PLAN OF OPERATION

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

New business in existing building or on existing site       New Owner       Temporary Use

Change in Operations (summarize below what is changing; days/hours, etc)

Stockpile area expansion, 300' x 600'

Change in Use (summarize below prior and new use below)

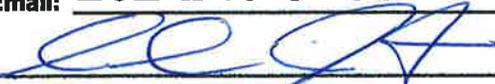
### BUSINESS / PROPERTY OWNER & PROPERTY INFORMATION

Tax Key Number LSBT0280992      Acres 44.747      Zoning Q-1

Business Name & Contact Person: Stark Pavement Corporation, Inc.; Attn: Carl Johnson

Full Address (include City & Zip): N51 W23995 Lisbon Rd, Lisbon, WI 53089

Phone Number & Email: 262-246-8144

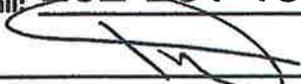
Signature & Date:  3-10-20

\*\*\*\*\*

Property Owner Name: Lannon Stone Products, Inc.

Full Address (include City & Zip): N52 W23096 Lisbon Rd, Sussex, WI 53089

Phone Number & Email: 262-251-1520

Signature & Date:  3/9/20



1. Is this business replacing another business?  Yes  No

a. If yes, what is the prior business' name: \_\_\_\_\_

2. Is this an expansion of an existing Town approved/based operation?  Yes  No

a. If yes, please explain: Expansion to provide additional aggregate stockpile area

**HOURS OF OPERATION & OPERATING SPECIFICS**

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

Manufacturing of asphalt paving mixture, which entails blending of heated aggregate and asphalt cement into a mixture used for road surfacing.

4. Days & Times of Operation:

a. Days & Times: M-F: 6 AM to 6 PM, Saturday: 6 AM to 2 PM, Sunday 7 AM to 5 PM

5. Employees (if self-employed please count yourself)

a. Full-Time 3

b. Part-Time 0

**FOOD / BEVERAGE / LIQUOR**

6. Is there any food & beverage / liquor service?  Yes  No

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



**7. Table Seating Capacity**

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

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

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

**OUTDOOR USES**

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

- a. **If yes, please explain:** Approx. (12) aggregate stockpiles 20 feet high and 50 feet in diameter

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

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

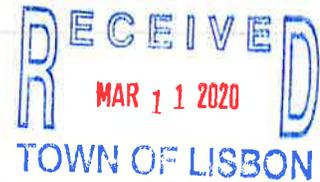
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**12. Parking Lot**

- a. **Dimensions** 70' X 30'
- b. **Total number of spaces** 5
- c. **Number of spaces allotted for employees** 2



**MUSIC / ENTERTAINMENT**

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

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

The asphalt plant is permitted and monitored by the DNR and shall remain compliant with the permit requirements.

14. Game Machines  Yes  No

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

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

**BUILDINGS**

15. Building A

a. Dimensions & Levels: 20' X 10', one level

b. Use: Electrical switch gear and process control computers

16. Building B

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

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

17. Building C

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

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

**LIGHTING (Submit Cut-Sheets)**

18. Outdoor Lighting

a. Type(s): LED floods

b. Locations(s): (2) on top of the asphalt storage silos, (1) atop water tank



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

19. Describe below the type of signage that exists and what signage is proposed on the site (attached, free standing, ground, mobile, projecting, window, electronic message, banners, flags, sandwich boards, etc.) and if the signs are illuminated, single/double faced, along with the number, size, and height of all signs.  
One free-standing unlit sign is currently located at the Lisbon Rd entrance, including the name and address of the business.

**CHEMICALS/HAZARDOUS MATERIALS**

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

a. If yes, please list those items and how they are disposed of or attach a separate sheet if necessary.  
A 500 gallon diesel fuel storage tank is used for motor fuel for aggregate handling equipment.

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

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

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

22. Are there surface water drainage facilities?  Yes  No

a. If yes, please explain: Site is covered by WDNR Storm Water Industrial Tier 2 Permit No. WI-S067857-04. Stormwater is directed in a controlled manner into a bio-retention swale for infiltration.

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TOWN OF LISBON

**REFUSE DISPOSAL**

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

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

**PERMIT APPROVAL / ISSUANCE DATES**

24. Is Highway Access Permit Needed?  Yes  No

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

25. DNR Well Approval (For New Constructions Only)

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

26. Septic System Approval (For New Constructions Only)

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

27. Fire Department Inspection  Yes  No

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

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

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

29. Is security fencing necessary?  Yes  No

**HORSE BOARDING**

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

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

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

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

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

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

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



EXISTING CONDITIONS SURVEY BY LANDTECH SURVEYING DATED 08-20-2019.

PROPERTY OWNED BY LANNON

068

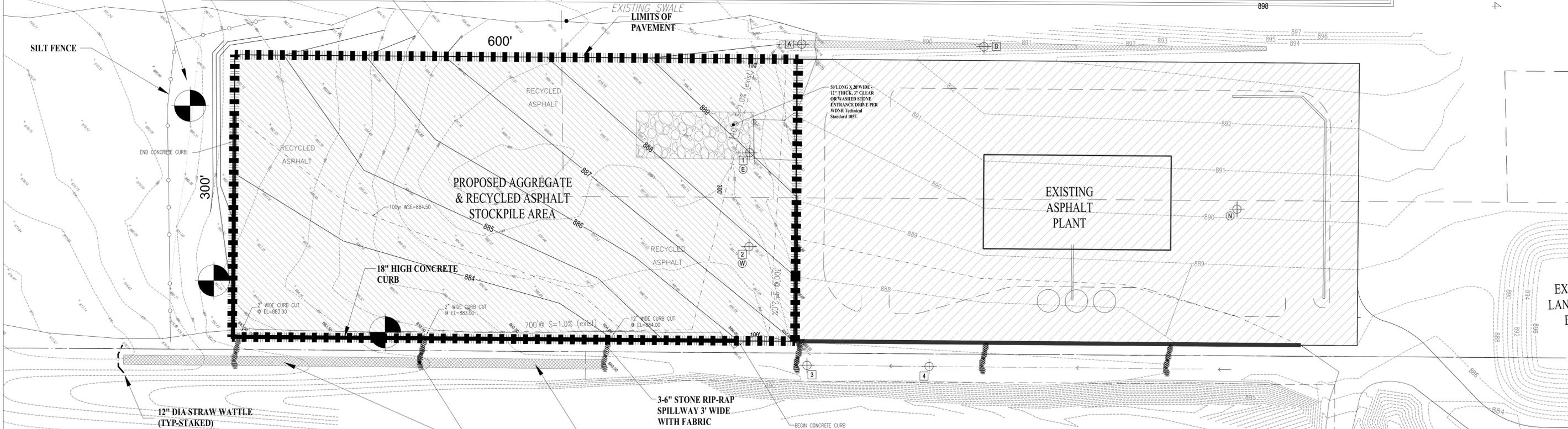
SOIL INVESTIGATION BORING BY CGC, INC. DATED DECEMBER 17, 2019

DRAINAGE BOUNDARY (AREA=4.0 Ac.)

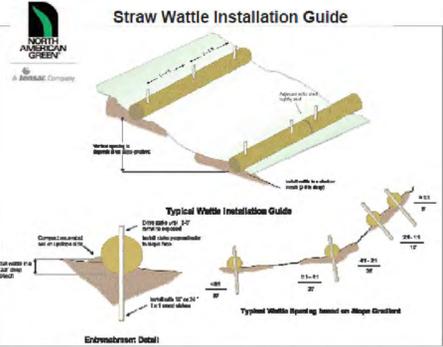
DRAINAGE MAP (SCALE 1"=100')

12' HIGH LANDSCAPE BERM WITH 3:1 SIDESLOPES (EXTEND TO NORTH LIMITS OF EXISTING PAVED AREA)

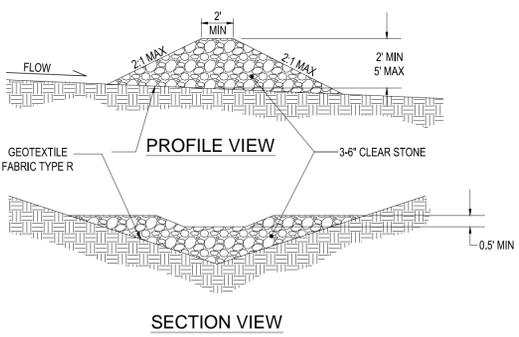
CSM 5524 LOT 1



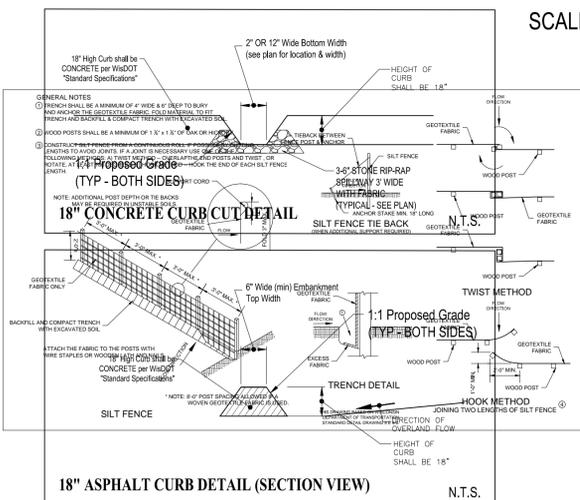
OWNER:  
Northwest Asphalt Products, Inc.  
CEO: Donald Stark  
11710 W. Hampton Ave.  
Milwaukee, WI 53225  
Phone: 414-466-0644



1. BEGIN AT THE LOCATION WHERE THE WATTLE IS TO BE INSTALLED BY EXCAVATING A 3'-10" (9'-7") C&G CURB @ 1" (1/2") C&G WIDE TRENCH ALONG THE CONTOUR OF THE SLOPE. EXCAVATED SOIL SHOULD BE PLACED UP-SLOPE FROM THE ANCHOR TRENCH.
2. PLACE THE WATTLE IN THE TRENCH SO THAT IT CONTOURS TO THE SOIL SURFACE. COMPACT SOIL FROM THE EXCAVATED TRENCH AGAINST THE WATTLE ON THE SPILL SIDE. ADJACENT WATTLES SHOULD TOUCH BY 1/2".
3. SECURE THE WATTLE WITH 18" (4.5") C&G STAKES EVERY 24" (6.1") ± AND WITH A STAKE ON EACH END. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE LEAVING AT LEAST 2" (5.1") C&G OF STAKE EXTENDING ABOVE THE WATTLE. STAKES SHOULD BE DRIVEN PERPENDICULAR TO SLOPE FACE.



STONE DITCH CHECK DETAIL NOT TO SCALE



18" ASPHALT CURB DETAIL (SECTION VIEW) N.T.S.

SCALE: 1" = 50'

BORING LEGEND:

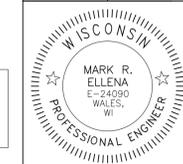
- SOIL INVESTIGATION BORING BY CGC, INC. DATED 12-17-2019
- SOIL INVESTIGATION BORING BY CGC, INC. DATED 01-30-2012
- SOIL INVESTIGATION BORING BY JACK LEITZAU DATED 12-22-2011

THE AS-BUILT GRADES AND UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES, CONTRACTORS AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

| REVISIONS |    |
|-----------|----|
| DATE      | BY |
|           |    |
|           |    |
|           |    |
|           |    |

**EEL**  
ELLENA ENGINEERING CONSULTANTS, LLC  
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT  
Elleena Engineering Consultants, LLC • 890 Elm Grove Road • Suite 214 • Elm Grove, WI 53122  
Phone: 262-719-6183 • Fax: 866-457-2584 • Email: mellenae@eesceng.com

**STARK PAVEMENT CORPORATION PLANT EXPANSION**  
Town of Lisbon, Wisconsin



**Master Grading & Drainage Plan**  
with Erosion Control

SCALE: 1"=50' DATE: 05-06-2020  
DESIGNED BY: MRE,PE PROJECT NO:  
APPROVED BY: DATE SHEET 1 OF 1

NOTE:  
EXISTING TOPOGRAPHIC AND BOUNDARY SURVEY PROVIDED BY LANDTECH SURVEYING INC. DATED NOVEMBER, 2011.

**STATE OF WISCONSIN    TOWN OF LISBON    WAUKESHA COUNTY**

**Ord. 03-20**

**ORDINANCE ADOPTING SECTION 11.5 AND  
ADOPTING ASSOCIATED SIGN TABLE 11.5.1 AND  
REPEALING/RECREATING VARIOUS SECTIONS OF THE  
LISBON ZONING CODE RELATED TO SIGNS,  
IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN**

**SECTION 1:** Section 11.5 of the Lisbon Zoning Code is hereby created as follows:

**SECTION 11.5 SIGNS**

(a)    PURPOSE

1.    To regulate the size, type, construction standard, maintenance and placement of signs situated within the boundaries of the Town of Lisbon, Wisconsin.
2.    To promote the public health, safety, welfare and comfort of the general public and to provide comprehensive and balanced sign regulations that will:
  - A.    Preserve the right of free speech and expression
  - B.    Reduce distractions and obstructions from signs which would adversely affect traffic safety, and alleviate hazards caused by signs projecting over or encroaching upon the public right-of-way;
  - C.    Discourage excessive visual competition in signage and ensure that signs aid orientation and adequately identify uses and activities to the public; and
  - D.    Preserve or enhance the natural beauty and unique physical characteristics of the Town of Lisbon as a community in which to live and work by requiring new and replacement signage which is:
    - i.    Harmonious with the building and surrounding neighborhood aesthetics, and other signs in the area;
    - ii.    Appropriate to the type of use to which it pertains;
    - iii.    Expressive of the Town's identity in a manner which will not diminish property values; and
    - iv.    Complementary to the Town's architectural character and unobtrusive commercial developments.

(b)    SCOPE OF REGULATIONS

Except as otherwise noted herein, the regulations of this ordinance shall govern all outdoor signs, advertising structures or devices with respect to location, safety, size, construction standard, erection, attachment, support, lighting, anchorage, maintenance, appearance, and aesthetics.

(c) DEFINITIONS

When used in this chapter, the following words and phrases shall have the specific meaning as hereinafter defined and any words or phrases not listed shall have the meaning defined by the zoning code of the Town of Lisbon:

**Advertising Vehicles:** Any vehicle or trailer on a public right-of-way property or on private properties so as to be seen from a public right-of-way, which has attached thereto or located thereon any sign or advertising device for the basic purpose of providing advertisement of products or directing people to a business activity located on the same or nearby property or any other premises.

**Animation:** A background playback image which exceeds 30 frames per second.

**Approved Combustible Materials:** Wood, combustible plastics, or other rigid material impervious to water.

**Approved Combustible Plastics:** Only those combustible plastic materials which when tested in accordance with the Standard Method of Testing for Flammability of Plastics (A.S.T.M.) over 0.050 inch in thickness, D635 (Latest Revision), burn no faster than 2.5 inches per minute in sheets of 0.060-inch thickness.

**Base Setback Line:** The edge of the established ultimate street right-of-way.

**Beacon:** A stationary or revolving single or multi-colored light which flashes or projects illumination in any manner, which is intended to attract or divert attention.

**Canopy:** A structural protective cover located over a commercial service area, such as gas pumps or bank tellers.

**Copy:** Text or symbols used for the purpose of advertising.

**Changeable Copy:** A sign element, whether electronic or manual, where copy, including electronic letters and/or pictorial display changes.

**Display Surface:** The surface made available on the sign, either for the direct mounting of letters and decorations, or for the mounting of facing material intended to carry the entire advertising message.

**External Illumination:** Illumination of a sign by an exterior light source.

**Facing:** The surface of the sign or billboard upon, against, or through which the message of the sign or billboard is displayed, or transferred.

**Flag:** A piece of cloth or similar material, typically oblong or square, attachable by one edge to a pole or rope and used as the symbol or emblem of a country or institution. Does not include banner signs.

**Grade:** The existing, preconstruction elevation at the base of a freestanding sign, or bottom edge of a building nearest a sign in the case of a wall or projecting sign.

**Height:** The height of all freestanding signs shall be the distance between the existing preconstruction grade at the base of the sign and perpendicular to the highest point on the sign or supporting structure.

**Internal Illumination:** Illumination of a sign in which the source of light is contained within the sign itself.

**Letters and Decorations:** The letters, illustrations, symbols, figures, insignia, logo and other media employed to express and/or illustrate the message or a sign.

**Lot:** A designated parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law.

**Lot Line:** A line of record bounding a lot which divides one lot from another lot, or from a public or private street, or any other public space.

**Marquee:** A permanent, roof-like structure, extending from part of the wall of a building but not individually supported by the ground, which is constructed of durable material such as metal or glass.

**Mixed-Use Center:** A planned/coordinated grouping of architecturally unified combination of residential and commercial establishments, built on the same site and managed as one operating unit.

**Neon or Other Gas Tube Illumination:** Illumination from a light source consisting of a neon or other gas tube which forms letters, symbols or other shapes.

**Offset:** The regulated minimum horizontal distance a structure must be from a side or rear lot line.

**Right-of-Way (street):** The area dedicated for public access and use, including the street or alley, parkway and sidewalk areas between property lines.

**Setback:** The regulated minimum horizontal distance a structure must be from the base setback line.

**Shopping Center:** A planned/coordinated grouping of architecturally unified commercial establishments, built on the same site and managed as one operating unit, offering for sale goods such as food, drugs, hardware and personal services.

**Sign:** Any object, device, display, structure, or part thereof which is designed to advertise, announce, direct, identify, or inform by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images.



Graphic Courtesy of the American Planning Association

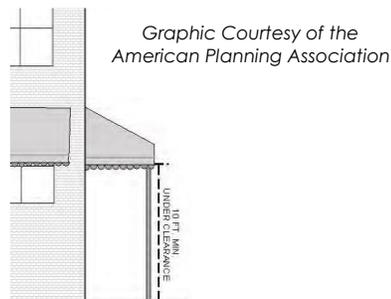
**Abandoned sign:** A sign which no longer correctly advertises a business or use which is no longer in operation or which is dilapidated or beyond repair, under the provisions of Section 66.0413 of the Wisconsin Statutes, or a sign for which the applicable fees have not been paid or which is hazardous to public safety.

**A-Frame Sign:** A sign which is portable, self-supporting, and not affixed to the ground. Includes Sandwich, Sidewalk, Menu Board, and Curb signs.

**Agricultural Sign:** A sign identifying farm operations on parcels of land containing not less than twenty (20) acres.

**Air-Activated Sign:** A sign, all or any part of, which is designed to be moved by action of forced air so as to make the sign appear to be animated or otherwise have motion.

**Awning Sign:** A sign that is attached to, or made of, an awning, or other fabric, plastic or structural protective cover located over a door, entrance, window or outdoor service or recreation area.



**Banner Sign:** A sign intended to be hung either with or without a frame, and which possesses characters, letters, illustrations, or ornamentation's applied to paper, plastic, or fabric of any kind. Includes pennant signs.

**Blade Sign:** See projecting sign.

**Bulletin Board:** A changeable copy sign or sign incorporating changeable copy not to exceed fifteen (15) square feet in area located on the premises of a charitable, religious, educational, institutional, non-profit, or non-exempt public use.

**Canopy Sign:** A sign that is attached to a structural protective cover located over a commercial service area, such as gas pumps or bank tellers.

**Changeable Copy Sign:** A sign which incorporates changeable copy.

**Detached Sign:** A permanent sign which is located on the premises of the use with which it is associated and not mounted on or affixed to a building.

**Double Faced Sign:** A sign with copy on two parallel faces that are back to back, facing opposite directions.

**Feather Sign:** Vertical signs resembling a feather that are supported by a single, curved structural member and base with a banner attached to said single structure.

**Flashing Sign:** A sign whose illumination is not kept at a constant intensity when in use, and/or which exhibits changes in light, color, direction, animation, wording or text.

**Freestanding Sign:** A sign that is attached to, or made part of, a completely self-supporting structure other than a building. The supporting structure shall be set firmly in, upon, or below the ground surface and shall not be attached to any building.

**Government Sign:** A sign directed to be installed by the Town for notification of events, regulations, safety measures, conduct of Town duties, or other purposes, and any sign erected by the State of Wisconsin or Federal government. Any sign erected by other governmental entities are not considered government signs for the purposes of this ordinance and shall follow the regulations for other sign types defined herein.

**Ground Sign:** A free-standing sign which is not a pole, pedestal, or monument sign and which is supported by a base of at least 50% of the sign width and is independent from any building.

**Interior Sign:** Those signs located within the interior of any building and which are not readily visible from the exterior of the building.

**Illuminated Sign:** A sign which is illuminated by an artificial light source; whether internal or external, a light source whose primary purpose is to display or draw attention to said sign.

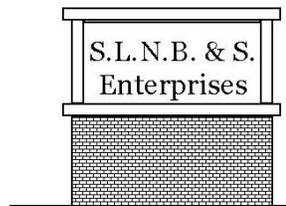
**Inflatable Sign:** A sign which is kept inflated by mechanical means or filled by a gas and is tethered to a building, structure or the ground. Includes Balloon signs.

**Legal Non-Conforming Sign:** A sign that did meet code regulations when it was originally installed prior to the adoption of this ordinance.

**Marquee Sign:** A sign attached to, painted on, or supported by a marquee that has its copy manually changed at regular intervals.

**Menu Board Sign:** A permanently mounted sign displaying the foods, products, or services for a drive-through or walk-up facility.

**Monument Sign:** Any free-standing sign which is supported by a base of at least 75% of the sign width and is independent from any building. The structural base of a monument sign is defined as a base constructed of stone, rock, brick, concrete clad in masonry or scored or died, or man-made masonry material.



*Graphic Courtesy of the  
American Planning Association*

**Moveable Sign:** See definition for Portable Sign.

**Nonconforming Sign:** A sign which existed prior to the effective date of the adoption of this chapter which does not conform to the terms of this chapter.

**Off-premises Sign:** A sign that is not located on the premises of the associated use.

**On-premises Sign:** A sign associated with the property use situated on the same lot as the sign.

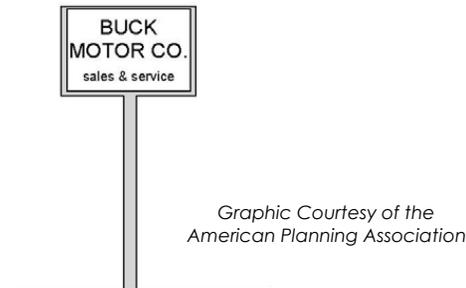
**Pedestal Sign:** A free-standing sign that is not a pole, ground, or monument sign, and is supported by solid pier(s), pedestal base, square tube(s), or pylons of at least 30% of the sign width and is independent of any building. Pedestal signs shall not be supported by cylindrical pole(s).

**Pennant Sign:** A banner sign which is triangular in shape.

**Plaque Sign:** Copy cut into a masonry surface or constructed of bronze or other non-combustible materials and placed on buildings, property, structures, graves, statuary or

the like with historical importance, such as being listed on the National Register of Historic Places, local historical listings, or similar demarcation.

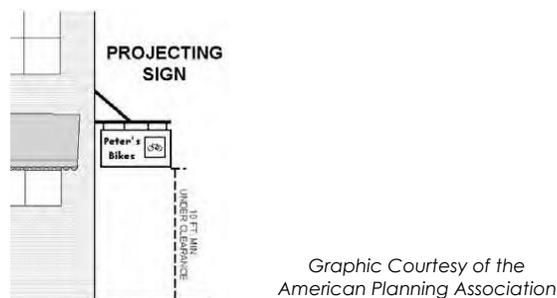
**Pole Sign:** A free-standing sign affixed to a cylindrical pole(s), square tube(s) support or other fabricated post(s) without any type of secondary support that is embedded in the soil where the supporting structure element(s) width measures less than 30% of the width of the sign face or frame, whichever is larger.



**Portable Sign:** A sign not permanently affixed to the ground, a building, or other structure, which may be moved from place to place.

**Price Sign:** A sign which incorporates changeable copy, yet has different display and sign element composition characteristics than a changeable copy sign, as defined in Section 11.5.(m).

**Projecting Sign:** A sign, that is normally double-faced, which is affixed or attached directly to the exterior wall of a building or structure that extends more than ten (10) inches from the exterior wall of the building or structure. Includes blade signs.



**Residential Wall Sign:** A wall sign on a building with a legal residential use in a residential or non-residential zoning district.

**Roadside Stand Sign:** A sign associated with a roadside stand.

**Roof Sign:** A sign or billboard which is located on, or projects above, the lowest point of the eaves or the top of the parapet wall of a building, or which is painted on or fastened to a roof.

**Rotating Sign:** A sign which rotates around a center point.

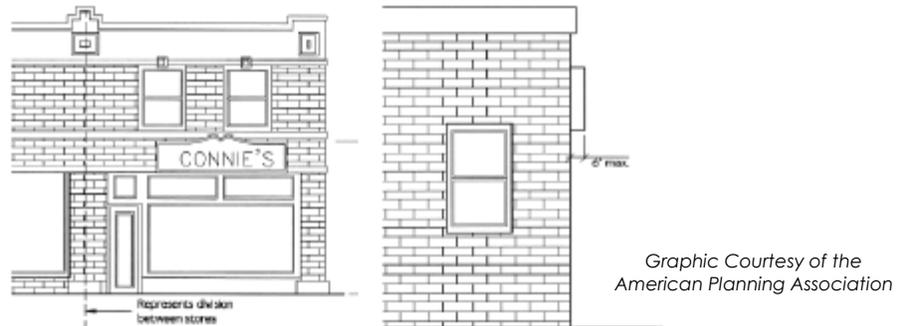
**Safety Sign:** A sign erected for public or private traffic control, legal notices, railroad crossings, danger, security, and such temporary emergency purposes, as may be erected for the public safety.

**Service Door Sign:** A sign located at above a door used for service, such as deliveries, to a building with a non-residential use and in a non-residential zoning district.

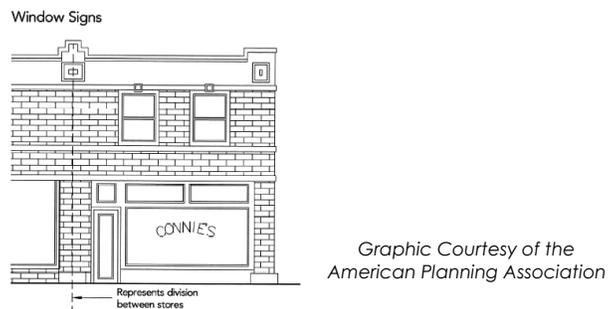
**Temporary Sign:** A sign intended to be used for a period of no more than thirty (30) days unless otherwise specified herein.

**Under Canopy Sign:** A sign located under a canopy, such as signs on covered gas pumps or bank tellers.

**Wall Sign:** A sign or billboard affixed to the exterior wall of a building that extends ten (10) or less inches from the exterior wall of the building, including signs that are painted directly on the wall itself.



**Window Sign:** A sign attached to, placed upon, or painted on a window or door of a building that is intended for viewing from the exterior of such building.



**Yard Sign:** An on-premises temporary sign placed on a property in a residential zoning district and associated with a residence, occupied or vacant.

**Sign Area:** The area of all elements of a sign including the face area, sign frame, and sign structure.

**Sign Face Area:** Sign face area shall be the sum of the area within the smallest regular polygon that will encompass all elements of the actual sign face which is not included in a sign frame. Otherwise, sign face area shall be calculated as the area within the sign frame. For a sign painted on or applied to a building, the sign face area shall be considered to include all lettering, wording and accompanying designs or symbols, together with any background of a different color than the natural color, or finish material, of the building.

**Sign Frame:** Architectural or structural elements which surround sign copy.

**Sign Structure:** Any device or material which supports, has supported, or is capable of supporting a sign in a stationary position, including decorative covers.

**Street:** A public or private right-of-way that is used to carry pedestrian or vehicular traffic.

**Trim:** The moldings, battens, capping, nailing strips, latticing and platforms attached to any sign or billboard structure.

(d) PERMIT APPLICATION

1. Authority

It shall be unlawful for any person to erect, repair, alter, relocate or possess any sign or other advertising structure as defined in this chapter without first obtaining a sign permit from the Town of Lisbon and paying the fees required by this chapter. In addition, all illuminated signs are subject to the provisions of the Electrical and Building Codes, and the permit fees required thereunder.

2. Application for Permit

A complete application for a sign permit shall be submitted to the Town of Lisbon, and shall contain, or have attached thereto, the following information:

- A. Name, address, and telephone number of the applicant.
- B. Name, address, and telephone number of the person, firm, corporation, or association proposing to erect the sign.
- C. Written consent of the owner of the building, structure, or land to which, or upon which, the sign is to be affixed, or erected.
- D. A scale drawing of the proposed sign indicating the dimensions, materials to be used, color scheme, type of illumination, if any, and the methods of construction and attachment.
- E. A scale drawing indicating the location, position and orientation of the proposed sign in relation to nearby buildings, structures, and lot lines, said drawing shall clearly indicate the setback and offset to the sign foundation.

Sign permit applications shall be filed with the Town of Lisbon and the Zoning Administrator shall review the application for its completeness and accuracy, and approve or deny, in writing, the application within thirty (30) days of receipt unless the time is extended by written agreement between the applicant and the Zoning Administrator. A sign permit shall become null and void if work authorized under the permit has not been completed within twelve (12) months of the date of issuance.

3. Issuance of Permits

- A. Upon the filing of an application for a sign permit, the Zoning Administrator shall examine such plans, specifications, and other data needed to determine compliance with the requirements of this ordinance.
- B. After examining the Sign Permit Application, the Zoning Administrator shall take one of the following actions within thirty (30) days:
  - i. Deny the application, stating the reasons therewith, if the proposed sign is not in compliance with the requirements of this ordinance.
  - ii. Deny the application, stating the reasons therewith, if a sign application has been found to be incomplete and

additional information or clarification is needed from the applicant.

- iii. Issue a permit, stating any conditions or stipulations upon which the approval is based.

4. Submittal to Plan Commission in Conjunction with Conditional Use Permit

If the sign permit(s) are being applied for in conjunction with a Conditional Use Permit the applicant may submit the sign permit application to the Zoning Administrator for review and approval or to the Plan Commission for review and approval as part of the Conditional Use Permit review and approval process.

5. Appeal of Denied Permit

Applicants may appeal the decision of a denied permit by the Zoning Administrator in accordance with the Town Code.

(e) FEES

1. Application Fees
2. An application for a sign permit shall be filed with the Zoning Administrator along with a non-refundable application review fee for each individual sign permit application. In addition to the application review fee, a separate sign permit fee shall be submitted with the application in accordance with the adopted fee schedule for the following sign types. Fees for the following signs shall be set by resolution adopted by the Town Board from time to time;
  - A. Permanent Signs
  - B. Temporary Signs
3. Supplemental Fees  
If the Town must remove or repair a permitted sign by reason of danger to the public, such as obstruction of traffic, a fee equal to 110% of the Town's incurred cost shall be charged to the sign owner.
4. Payment and acceptance of the application review fee does not guarantee that a sign permit will be issued by the Town of Lisbon.

(f) REVOCATION OF PERMITS

The Zoning Administrator is hereby authorized and empowered to revoke any sign permit upon determination that the sign authorized by the permit has been constructed or is being maintained in violation of the permit or the provisions of this chapter.

(g) MEASUREMENT STANDARDS

1. Sign Area Measurement:  
Sign area shall be measured by both sign face area and by total sign area, as defined in Section 11.5.(c).
2. When a sign has two (2) or more faces, the area of all faces shall be included in determining the sign face area, except where two faces are placed back to back and are at no point more than two (2) feet from each other. In such case, the sign area shall be taken as the area of the largest face of a two (2) face sign.
3. Sign Height Measurement:

- A. Ground Signs:  
Sign height shall be measured perpendicular from the preconstruction grade at the base of the sign to the highest point of the sign face, framework, or support structure, whichever is taller.
- B. Monument Signs:  
Sign height shall be measured perpendicular from the preconstruction grade at the base of the sign to the highest point of the sign face, framework, or support structure, whichever is taller.
- C. Pedestal Signs:  
Sign height shall be measured perpendicular from the preconstruction grade at the base of the sign to the highest point of the sign face, framework, or support structure, whichever is taller.

(h) ILLUMINATION STANDARDS

- 1. In addition to complying with the provisions of this ordinance, all signs in which electrical wiring and connections are to be used shall be subject to the applicable provisions of the Town Electrical Code. No person may erect a sign with exposed electrical cords and wires.
- 2. The use of unshielded lighting, including exposed incandescent light bulbs hung or strung on poles, wires or any other type of support intended to illuminate a sign or other advertising device is expressly prohibited.
- 3. No sign located in a non-residential district, except permitted changeable copy signs, shall be illuminated, either internally or externally, between the hours of 11 p.m. and sunrise if the premises on which it is located is open for business during that time and if the premises abuts a residential district. Signs located in residential districts shall not be illuminated between the hours of 9 p.m. and sunrise.
- 4. All sign lighting shall be so designed, located, shielded or hooded so as to prevent the casting of glare or direct light upon adjacent roadways, surrounding properties, or into the sky.
- 5. No temporary signs shall be illuminated.

(i) LANDSCAPING STANDARDS

- 1. In the case of monument or pedestal signs, a landscape area shall extend a minimum of five (5) feet from the base of the sign in all directions.
- 2. The landscaped area shall be 70% covered in decorative vegetation, 50% of which shall be evergreen. The landscaped area shall be bordered by an acceptable surround.
- 3. Where any sign is proposed to be externally illuminated using ground mounted fixtures (i.e. floodlight), landscape plantings shall be installed in such a manner as to entirely shield the light source from the surrounding view. Landscape plantings shall be of the type as will ensure effective yearlong screening.

(j) LOCATION STANDARDS

- 1. No sign or sign supporting structure shall be setback/offset less than 10 feet from an abutting lot line, right-of-way line or driveway edge.

2. Placement of all signs shall be subject to the vision setback regulations as put forth in the Town of Lisbon Zoning Code.
3. No sign in a non-residential zoning district shall be located closer than 50 feet to an abutting residential zoning district.
4. If a ground, monument, or pedestal sign is to be located within an entrance island area, the entrance island shall be a minimum of 10 feet wide and a minimum of 25 feet in length. The sign shall not be located any closer than 3 feet to the side island right-of-way lines nor closer to the connector street than the vision corner easement.

(k) PROHIBITED SIGNS

The following types of signs are prohibited in the Town of Lisbon:

1. Roof signs.
2. Signs placed on, or affixed to, vehicles and/or trailers which are not legally parked or operational on public right-of-way, public property, or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity. This does not apply to signs placed on or affixed to vehicles and trailers, such as lettering on motor vehicles, where the sign is incidental to the primary use of the vehicle or trailer.
3. Signs that are attached or otherwise affixed to rocks, trees or other living vegetation.
4. Signs that imitate, interfere with, obstruct the view of, or can be confused with any authorized traffic control sign, signal, or other device.
5. Flashing or rotating signs (do not remain stationary for a minimum of 3 seconds). Signs containing moving parts and signs containing reflective elements that sparkle or twinkle in the sunlight.
6. Off-premises signs, except as specifically allowed for in this ordinance.
7. Any sign advertising or identifying a business or use which is either defunct, or no longer located on the premises, shall be removed within thirty (30) days of receiving written notice from the Town of Lisbon.
8. Portable and wheeled signs which are not permitted as exempt or temporary in accordance with this ordinance.
9. Signs or other advertising painted directly on walls, unless specifically approved.
10. Signs that obstruct free and clear vision of vehicular traffic or that, by reason of the position, shape, or color, interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device or which otherwise creates a public safety hazard.
11. Signs whose content violates State or Federal laws or regulations, including but not limited to, the obscenity provisions of Chapter 944 of the Wisconsin Statutes.
12. Window signs, or combination of window signs, which exceed 30% of the window area.
13. Air-activated or inflatable signs.

(l) EXEMPTIONS

The following signs shall be exempted from the permit processes outlined in this ordinance, except subject to the following regulations:

1. One wall sign, not to exceed six (6) square feet in sign area on the principal structure of where a legal home occupation is operating, for which a permit has been granted and is currently valid, in any residential zoning district . Such signs shall not be illuminated.
2. Bulletin boards not to exceed fifteen (15) square feet in sign area for public, charitable or religious organizations when the same are located on the premises of said institution. Such signs shall be subject to the location, lighting and landscaping standards set forth in this ordinance, and shall not exceed seven (7) feet in height.
3. Plaque signs cut into a masonry surface or constructed of bronze or other non-combustible materials and placed on buildings, property, structures, graves, statuary or the like with historical importance, such as being listed on the National Register of Historic Places, local historical listings, or similar demarcation. Plaque signs shall be limited to four (4) square feet in sign area.
4. Flush signs carved into or affixed flat to a building in such a way that they are not directly illuminated, are not made of a reflecting material, do not contrast sharply in color with the building, and do not exceed two (2) inches in thickness.
5. Residential wall signs, such as address lettering, not to exceed two (2) square feet in sign area and mounted flush against a dwelling.
6. Safety signs such as traffic signs, legal notices, railroad crossing signs, danger, security, directional, and such temporary emergency or non-advertising signs, as may be erected for the public safety.
7. Awning signs painted, applied, or integral to awnings. Such signs shall not exceed an aggregate gross surface area of four (4) square feet per display with individual letters not exceeding six (6) inches in height.
8. Marquee signs which are affixed to a building with a theatre, cinema, or other performing arts use.
9. Under canopy signs, located under a canopy, as defined in the ordinance, and no greater than four (4) square feet in size.
10. Signs physically associated with permitted outdoor storage of goods for sale in commercial districts, such as firewood, gas cylinders, and water bottles.
11. Flags of the United States, State of Wisconsin, or other sign depicting government organization or entity which do not pose a safety hazard.
12. Government sign that is erected by the Town of Lisbon, Waukesha County, State of Wisconsin Agency, or Federal Agency. Government signs that are not Town, County, State, or Federal , shall be required to adhere to the regulations of this ordinance.
13. Interior signs located within the interior of any building and which are not readily visible from the exterior of the building.
14. Menu board signs in non-residential districts. Four (4) menu board signs shall be allowed for any business with drive-up or drive-through service and which are 100% screened by evergreen vegetation or a combination of 50% brick wall and 50% evergreen vegetation so as not to be visible from any public road right-of-way and not to exceed 36 square feet in total sign area each.
15. Yard signs that are temporarily located in residential districts, provided they are not attached to utility poles, meter posts, trees, or other public utility in or along any street right-of-way within the Town, and are not attached to

any building, wall fence, or other property of another person without having first obtained the prior written consent of the owner of such property. The maximum time limit for all yard signs is three (3) consecutive days, and nine (9) cumulative days in a one-year period. Such signs shall not exceed ten (10) square feet in area.

16. Service Door signs in non-residential districts. One (1) sign per service door shall be allowed and shall not exceed five (5) square feet in area. Sign shall be located at or below eight (8) feet from adjacent ground elevation. Said exempt signs shall not be visible from abutting right-of-way lines or residential property lines.
17. Window signs, or combination of window signs, including glass doors, which do not exceed 30% of the window area.
18. One additional temporary freestanding Sign, not exceeding six (6) square feet in sign area per side, provided that no such signs shall exceed four (4) feet in height or be erected or placed within a public right-of-way. Such temporary signs are limited to no more than three (3) consecutive days, and forty eight cumulative days in a one-year period.
19. Temporary freestanding or wall signs on properties or buildings for sale, lease, or rent:
  - A. Number: There shall not be more than one (1) temporary sign for each lot being advertised for sale, lease, or rent, except where a lot abuts two (2) or more streets, in which case one (1) such sign may be allowed for each abutting street frontage.
  - B. Residential Areas: In residential areas, such signs shall not exceed twelve (12) square feet in sign area.
  - C. Non-Residential Areas: In non-residential and multi-family (four-plex and greater) residential areas, such signs shall not exceed twenty five (25) square feet in sign area.
  - D. Location: Such signs shall be located only upon the premises for sale, lease, or rent, and shall be setback a minimum of ten feet (10') from an abutting property line, road right-of-way, or driveway.
  - E. Height: Such signs shall not project higher than seven feet (7'), as measured from preconstruction grade at the base of the sign and shall not project higher than the highest permanent freestanding sign on the property.
  - F. Special Conditions: Such signs shall be removed within seven (7) days of the sale, lease, or rental of the premises upon which the sign is located.
20. Temporary freestanding signs on properties which are under construction, with a valid permit:
  - A. There shall not be more than one (1) temporary sign for each project or development, except that where a project or development abuts two (2) or more streets, one (1) sign may be allowed for each abutting street frontage.
  - B. Residential Areas: In residential areas, such signs shall not exceed twenty-five (25) square feet in sign area. Nonresidential Areas: In nonresidential areas, such signs shall not exceed fifty (50) square feet in sign area.

- C. Locations: Such signs shall be located only upon the premises upon which construction is about to occur or is occurring. Such signs shall be setback/offset a minimum of ten (10) feet from an abutting property line, road right-of-way, or driveway
- D. Height: Such signs shall not project higher than seven (7) feet, as measured from pre-construction grade at the base of the sign.
- E. Special Conditions: Such signs shall be permitted only as accessory to an approved building permit. Such signs may be erected and maintained for a period not to exceed thirty (30) days prior to the commencement of construction, and shall be removed within thirty (30) days of the termination of construction as determined by the Town of Lisbon.

- 21. Political campaign signs equal to or less than eleven (11) square feet in size shall be allowed in all zoning districts in compliance with Wisconsin State Statute 12.04 and which are not prohibited by Section 11.5(k) of this Chapter.

(m) PERMANENT SIGNS BY PERMIT

Permanent signs which are not exempt require permit approval. Permanent signs shall adhere to the following regulations;

- 1. See Table 11.5.1 for permanent sign regulations by district and by type.
- 2. Changeable Copy and Price Signs
  - A. Allowed ground, bulletin board, pedestal, or monument signs may incorporate a changeable copy sign, subject to the following;
    - i. Messages must be static for a minimum of eight (8) seconds.
    - ii. No flashing, blinking or, change of intensity of the light.
    - iii. All frames and/or messages changes should be instant but never longer than one (1) second.
    - iv. There shall be no more than one (1) scrolling message per sign.
  - B. Allowed ground and pedestal signs may incorporate a price sign, subject to the following;
    - i. Messages must be static for a minimum of one (1) hour.
    - ii. No flashing, blinking or, change of intensity of the light.
  - C. The sign face area of an incorporated changeable copy sign other than prices shall not exceed 28 square feet per sign face, or exceed 25% of total sign face area for pedestal or monument signs, whichever is less. Bulletin boards and grounds signs, as defined in this chapter, may incorporate all of the allowable sign face area.
  - D. The sign face area of an incorporated price sign shall not exceed 52 square feet per sign face, or exceed 40% of total sign face area for all signs, whichever is less, and shall be composed of multiple price changeable sign elements, but not including sign structural elements, none of which shall be greater than 2 sq ft. in area.
  - E. Any sign incorporating a changeable copy or price sign shall be located at least one hundred fifty feet (150') from another sign

containing changeable copy, except for bulletin boards, as defined in this chapter.

- F. Any sign incorporating a changeable copy sign shall not exceed an additional 0.5 foot candles of the ambient light level. Said brightness shall be measured at the nearest point to the travelling public or designated pedestrian route. Any sign containing a changeable copy sign shall be equipped with photo cell or computer driven software to control light level during operating period.
- G. Scrolling message signs shall not be located within four hundred (400) feet of a residential zoned property
- H. Scrolling message signs shall not face the long axis of the sign at residential zoned property.
- I. Any sign incorporating a changeable copy sign or price sign is to be considered a single sign.
- J. No changeable copy or price sign shall be allowed which is not incorporated into another sign, except for bulletin board and ground signs, as noted above.

3. Allowable deviations from sign standards

The Zoning Administrator may allow for a 20% change in any standard for any sign, or allow for additional signs, provided additional landscaping area of equal size to the additional sign(s) face area(s) to be added is installed on the business site. The landscaped area shall be 70% covered in decorative vegetation, 50% of which shall be evergreen. The landscaped area shall be bordered by an acceptable surround and shall be used to enhance the view of the property from any public right-of-way, at the Zoning Administrator's discretion. The landscaped area shall be in addition to and shall be maintained in the same manner as all other landscaping on the site and shall conform to any permit-specific and other Town regulations. Should additional landscape area not be feasible, a 3 foot high brick wall with coping shall be installed in the parking landscaping or perimeter buffer with a linear feet equal to the additional sign face area(s). Where site landscaping or screen walls are not possible, a 10% change in standards and one additional wall sign may be allowed at the Zoning Administrator's discretion and requirements.

(n) TEMPORARY SIGNS BY PERMIT

The following portable signs are allowed if granted a temporary permit and subject to the restrictions of this section;

1. A-frame

- A. One (1) A-frame sign per business or use shall be allowed by permit in the following districts;
  - i. B-1, B-2, B-3, B-4
  - ii. P-I
  - iii. PR
- B. The sign shall not exceed 2.5 feet in width or four (4) feet in height.

- C. The sign shall not be permanently attached to the sidewalk and shall not be chained or attached to street trees, street furniture, or other structures or fixtures.
  - D. The sign shall be displayed only during hours in which the business it advertises is open, and shall be located within ten (10) feet of the main building entrance.
  - E. The sign shall be placed to allow at least three (3) feet of sidewalk width for pedestrian movement.
  - F. A-frame sign permits expire in 12 months or when the associated business is no longer active. A-frame sign permits may be re-applied for at the end of each 12 month period.
2. Banner
- A. One (1) banner sign shall be allowed by permit in the following districts;
  - B. The signs shall not be in place for a period of more than three (3) weeks.
  - C. Each business or organization shall be limited to four (4) temporary banner sign permits for a Banner sign in any 12-month period.
  - D. Signs shall be located on the premises of the related use.
  - E. The sign shall not be chained or attached to street trees, street furniture, street fixtures or other permanent structures, other than the associated building.
  - F. Banners shall not exceed 32 square feet in sign area.
3. Feather Signs
- A. One (1) feather sign shall be allowed by permit in the following districts;
    - iv. B-1, B-2, B-3, B-4
    - v. P-I
    - vi. PR
  - B. The signs shall not be in place for a period of more than two (2) weeks,
  - C. Each business or organization shall be limited to three (3) temporary sign permits for a feather sign in any 12 month period.
  - D. Signs shall be located on the premises of the related use.
  - E. The sign shall be connected to its own self-supporting structure which is not permanently affixed to the ground.
  - F. Feather signs shall not exceed 12 square feet in sign area.
4. Roadside stand signs
- A. Signs associated with roadside stands as allowed in A-10, A-5, and A-3 zoning districts.
  - B. Not to exceed twenty (20) square feet in area, may be erected and said sign shall be at least ten (20) feet from the edge of the road pavement.
  - C. Roadside stand sign permits expire when the associated roadside stand is no longer active.

(o) EXISTING SIGNS

1. Existing Signs

- A. Existing signs which become nonconforming upon adoption of this ordinance shall not be reconstructed, remodeled, relocated or altered in any way unless such action will make the sign conforming in all respects with this ordinance (note: normal maintenance is permitted).
- B. A nonconforming sign or sign structure which is damaged may be restored only after the owner has shown that the damage did not exceed fifty (50) percent of the appraised value of the sign. If such sign or sign structure is destroyed, or damaged to an extent exceeding fifty (50) percent of the appraised sign value, it shall be removed and shall not be reconstructed or replaced unless such action makes the sign and sign structure conforming, in all respects, to the sign code. If restoration of a damaged sign is not completed within three (3) months of the date damage occurred, such sign shall be removed or replaced in a manner as will conform with all specifications of this ordinance.

(p) DESIGN, CONSTRUCTION AND ERECTION STANDARDS

1. Structure Design

- A. Wind pressure. All signs shall be designed, constructed, erected and maintained to safely withstand wind pressure as specified by Wisconsin State Statute and applicable administrative code.
- B. The design, construction and erection of all signs shall be by a competent professional in the sign design and construction industry.
- C. Wall signs attached to the exterior of a building shall be anchored or attached in such a manner as to ensure its stability and safety.

2. Aesthetic Design

The sign's design shall fulfill the purpose cited in Section 11.5(a).

(q) MAINTENANCE AND REMOVAL OF SIGNS

The Town may cause any sign or other advertising structure that is, in their opinion, an immediate peril to persons or property, to be removed summarily and without notice. The owner of a sign shall keep it in good repair which includes restoring, repainting or replacement of a worn or damaged legally existing sign to its original condition; and shall maintain the premises on which the sign is erected in a clean, sanitary and inoffensive condition, free and clear of obnoxious substances, rubbish, weeds and grass.

1. Appearance Requirements

- A. The owner of a sign as defined and regulated by this ordinance shall be required to properly maintain the appearance of all parts and supports of their sign as directed by the Town.
- B. In the event that a sign owner does not provide proper sign maintenance within ten (10) days of receiving written notice to do so from the Town, the sign may be removed as provided in Section 11.5(q)2. of this ordinance.

2. Removal of Certain Signs And Billboards

- A. Any sign or billboard now or hereafter existing which no longer advertises a bonafide business or product, or which is dilapidated, in disrepair, unsafe, insecure, or has been constructed, erected or maintained in violation of the provisions of this ordinance, shall be taken down and removed by the owner, agent, or person having the beneficial use of the building or land upon which said sign may be found. If, within ten (10) days of receiving written notification from the Town, the sign owner fails to comply with such notice, the Town may remove such sign. Any expense incurred thereto shall be paid by the owner of the building or land to which such sign is attached. In the event such cost and expenses are not paid within thirty (30) days from the date of billing, then the costs and expenses incurred for such removal may be assessed against the real estate upon which said sign is located and collected as other taxes are collected on said real estate.
- B. Any sign that is constructed without a valid permit shall be removed promptly, unless a proper permit is obtained within five (5) days of receiving written notice of the illegal sign. In the event that the owner of such sign is not issued a permit, or fails to remove said sign in a prompt manner, the Town may remove such sign. Any expense incurred thereto shall be paid by the owner of the building or land to which said sign is attached. In the event such cost and expenses are not paid within ten (10) days from the date of billing, then the costs and expenses incurred for such removal may be assessed against the real estate upon which said sign is located, and collected as other taxes are collected on said real estate.
- C. In the event that the owner of an illegal sign cannot be ascertained by the Town, then notice as indicated in Section 13.15(c)(3) shall be given to the owner of the real estate upon which the sign is located. In the event that the owner of the real estate is not issued a proper permit, or does not remove the sign within ten (10) days of receiving written notice to do so, the Town of Lisbon may remove said sign. Any expense incurred thereto shall be paid by the owner of the building or land to which said sign is attached. In the event such cost and expenses are not paid within thirty (30) days from the date of billing, then the costs and expenses incurred for such removal may be assessed against the real estate upon which such sign is located, and collected as other taxes are collected on said real estate.
- D. The cost of removing or relocating signs located in the road right-of-way at a time when the road is proposed to be, or is being, widened, shall be removed or relocated at sign owner's expense.

(r) PENALTY & ENFORCEMENT

Any person, firm, company or corporation that knowingly violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter shall be subject to a forfeiture of not less than ten (\$10)

dollars nor more than two hundred (\$200) dollars for each offense, together with the costs of the action. Default of the payment may result in imprisonment. Each day that a violation exists shall constitute a separate violation, and shall be punishable as such.

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

**Table of Contents**

Sec. 3m. Signs (Reserved)

Sec. 5 (Reserved) Signs

ADDENDUM A-Sign Ordinance, Chapter 13, General Code of Ordinances (Reserved)

**SECTION 2 DEFINITIONS**

~~**Sign** Any structure or device that draws attention to, conveys or displays visual advertising, messages, directions, invitations, announcements, or information in the form of lettering, logos, colors, lights, pictures, symbols, illuminated neon tubes, or other media, and the supporting structure either on the lot or on any other premises. Any object, device, display, structure, or part thereof which is designed to advertise, announce, direct, identify, or inform by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images.~~

~~**Sign. Abandoned** A sign that no longer advertises a bonafide business, product, owner, lesser, or activity, or a sign for which the required fees have not been paid, or a sign that has not been maintained and is determined to be hazardous.~~

~~**Sign. Awning** A sign painted, stamped, perforated, stitched or otherwise applied on the valance of an awning.~~

~~**Sign. Banner** A sign intended to be hung either with or without a frame, and which possesses characters, letters, illustrations, or ornamentations applied to paper, plastic, fabric or other similar material.~~

~~**Sign. Billboard (also Off-Premise Sign)** A sign that identifies, advertises or communicates a message related to a property, person, activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located.~~

~~**Sign. Bulletin Board** A sign located on the premises of a charitable, religious, educational, institutional, or public body for the purposes of announcing events held on the premises. For the purpose of this ordinance, the Town of Lisbon's official bulletin boards may be located off-site.~~

~~**Sign. Canopy** A sign that is attached to, or made of, an awning, canopy, or other fabric, plastic, or structural protective cover located over a door, entrance, window, or outdoor service or recreation area.~~

~~**Sign. Changeable Message (also Electronic Message Board)** A sign such as a manual, electronic or electric controlled sign, message center, or reader board, where the copy or message can be electronically programmed and modified.~~

~~**Sign. Construction** A sign identifying individuals, companies, or agencies involved in the~~

~~design, construction, wrecking, financing, or development of a building/lot, and/or identifying the future use of a building/lot.~~

~~**Sign, Directional** A sign that directs the public to an establishment or organization off of the main traveled way, and/or a sign used solely to indicate driveway ingress and egress, and both of which contain no advertising material. A directional sign may be on premise or off premise.~~

~~**Sign, Directory** A sign that indicates the names of the occupants/tenants located on the premises.~~

~~**Sign, Double-Sided/Faced** A sign with copy on two parallel faces that are back-to-back and facing in opposite directions.~~

~~**Sign, Flashing** A sign whose illumination flashes on and off in a blinking manner with varying light intensity, color, direction, animation, wording, text, or that shows motion, the illusion of motion, or revolves creating the illusion of turning on and off. Illuminated signs that indicate the date, time and/or temperature are not considered flashing signs for the purpose of this ordinance if the remainder of the sign is kept at a constant intensity.~~

~~**Sign, Free Standing** A sign self-supported by one or more upright poles, columns, or braces placed in, upon or below the ground surface and not attached to any building or structure.~~

~~**Sign, Ground** A sign erected on the ground or on one or more freestanding supports or uprights on or attached to the ground and not attached to any building.~~

~~**Sign, Illuminated** A sign illuminated in any manner by an artificial light source, whether internal or external, whose primary purpose is to display or draw attention to said sign. For the purpose of this ordinance, illuminated signs include neon or other gas tube signs.~~

~~**Sign, Marquee/Arcade** A sign attached to, painted on, or supported by a marquee that has its copy manually changed to reflect changes on the premises.~~

~~**Sign, Off-Premise (see Billboard Sign)**~~

~~**Sign, On-Premise** A sign that identifies, advertises or communicates a message related to a property, person, activity conducted, a service rendered, or a commodity sold at the same location where the sign is located.~~

~~**Sign, Portable** A sign not permanently affixed to the ground, a building, or other structure, and which may be moved from place to place.~~

~~**Sign, Projecting** A sign, other than a wall sign as defined in this ordinance, that is attached to and projects from an exterior wall or face of a building or structure, and is normally double-faced.~~

~~**Sign, Real Estate** A sign that is used to offer for sale, lease, or rent, the premises upon which such sign is placed.~~

~~**Sign, Roof** A sign which is located on, against, or projects directly above a roof or roof eave, or on top or above the parapet or on a functional architectural appendage above the roof or roof eave, or which is painted on or fastened to a roof.~~

~~**Sign, Subdivision Entrance** A sign identifying the name of the subdivision at one or more of the entrances to the subdivision.~~

~~**Sign, Temporary** An informational sign, display, banner or other advertising device constructed of cloth, canvas, fabric, wood, or other temporary material, with or without a structural frame, and intended to be used only for a limited period of time as determined by the Town. For the purpose of this ordinance this includes decorative holiday displays, public demonstrations, and the like.~~

~~**Sign, Wall – Exterior** A sign painted directly on, or attached to, the exterior wall of a building, and parallel to the face of the building and supported throughout its length by the building.~~

~~**Sign, Wall – Interior** A sign or display attached to the interior wall of a building the purpose of which is to be readable from the exterior of building.~~

~~**Sign, Warning** A sign that is devoid of advertising material, whose sole purpose is to warn the public of the existence of, or potential for, danger.~~

~~**Sign, Window** A sign attached to, or painted, stenciled, or placed on, a window or door of a building that is intended for viewing from the exterior of the building.~~

**Section 3.(b)5.E.**

~~A rendering of all signs visible from the exterior, along with the location, dimensions, overall height, illumination, and colors of the signs, which shall comply with this ordinance and Chapter 13, Signs, of the Town of Lisbon General Code of Ordinances (refer to Addendum A) Location of signs, which shall be in accordance with Chapter 11 Section 5 Signs.~~

**Section 4(h)5.D.**

~~One (1) on-premise sign may be allowed provided that such sign is compatible with the residential use of the site and its surrounding areas and is not more than fifteen (15) square feet in size with letter sizes not less than five (5) inches in height and shall be in compliance with the regulations for a ground sign in the A-3/A-5/A-10/AD-10/ RD-5/EPD district standards in Chapter 11 Section 5 Signs.~~

**Section 4(h)36.M**

~~A Signage Plan shall be submitted to the Town Plan Commission for review and approval. Addendum A Supplemental Design Standards of the Town of Lisbon's Land Division and Development Ordinance, and the Town of Lisbon's Sign Ordinance, may be used by the Town Plan Commission in their review and approval of the Signage Plan in addition to the regulations contained in this Zoning Ordinance Signage shall be in compliance with Chapter 11 Section 5 Signs.~~

**Section 8(b)6.**

~~Signs not to exceed forty (40) feet in area displaying the name of the farm or farm organization. Signs shall be in accordance with Chapter 13, Signs, of the General Code of Ordinances (refer to Addendum A) Signs shall be in accordance with Chapter 11 Section 5 Signs.~~

**Section 10(c)2.**

~~Signs displaying the name of the site or facility provided they are no greater than fifty (50) square feet in area. Signs shall be in accordance with Chapter 13, Signs, of the General Code of Ordinances (refer to Addendum A).~~ Signs shall be in accordance with Chapter 11 Section 5 Signs.

**Section 11.(c)4.**

- A. ~~Sign not to exceed twelve (12) square feet in area, displaying the name of the farm or farm organization.~~ Signs shall be in accordance with Chapter 11 Section 5 Sign.
- B. ~~Signs, including subdivision signs, shall be in accordance with Chapter 13, Signs, of the General Code of Ordinances (refer to Addendum A).~~

**Section 11.(c)6.**

- C. ~~One temporary sign, not to exceed twenty (20) square feet in area, may be erected and said sign shall be at least ten (20) feet from the edge of the road pavement.~~

**Section 12.(c)4.**

- A. ~~Sign not to exceed twelve (12) square feet in area, displaying the name of the farm or farm organization.~~ Signs shall be in accordance with Chapter 11 Section 5 Sign.
- B. ~~Signs, including subdivision signs, shall be in accordance with Chapter 13, Signs, of the General Code of Ordinances (refer to Addendum A).~~

**Section 12.(c)6.**

- C. ~~One temporary sign, not to exceed twenty (20) square feet in area, may be erected and said sign shall be at least ten (20) feet from the edge of the road pavement.~~

**Section 13(b)4.**

~~Signs not to exceed forty (40) feet in area displaying the name of the farm or farm organization. Signs shall be in accordance with Chapter 13, Signs, of the General Code of Ordinances (refer to Addendum A).~~ Signs shall be in accordance with Chapter 11 Section 5 Signs.

**Section 13.(b)11.**

- C. ~~One temporary sign, not to exceed twenty (20) square feet in area, may be erected and said sign shall be at least ten (20) feet from the edge of the road pavement.~~

**Section 14(b)4.**

~~Signs not to exceed forty (40) feet in area displaying the name of the farm or farm organization. Signs shall be in accordance with Chapter 13, Signs, of the General Code of Ordinances (refer to Addendum A).~~ Signs shall be in accordance with Chapter 11 Section 5 Signs.

**Section 14.(b)9.**

- C. ~~One temporary sign, not to exceed twenty (20) square feet in area, may be erected and said sign shall be at least ten (20) feet from the edge of the road pavement.~~

**Section 15(b)7.**

~~A sign pertaining to the lease or sale of any building or land provided such sign does not exceed twenty (20) square feet in area. A sign not exceeding six (6) square feet in area may be maintained by the owner or occupant of any land or building for the purpose of displaying the name of the owner or occupant, or for the purpose of warning against trespasses. Signs shall be in accordance with Chapter 13, Signs, of the General Code of Ordinances (refer to Addendum A).~~ Signs shall be in accordance with Chapter 11 Section 5 Signs.

**Section 19(b)3.B.**

~~A sign pertaining to the lease or sale of any building or land provided such sign does not exceed twenty (20) square feet in area. A sign not exceeding six (6) square feet in area may be maintained by the owner or occupant of any land or building for the purpose of displaying the name of the owner or occupant, or for the purpose of warning against trespasses. All signs shall be in accordance with Chapter 13, Signs, of the General Code of Ordinances (refer to Addendum A) Signs shall be in accordance with Chapter 11 Section 5 Signs.~~

**Section 23.(c)2.**

~~Signs displaying the name of the institution or facility provided they are no greater than fifty (50) square feet in area, and in accordance with Chapter 13, Signs, of the General Code of Ordinances (refer to Addendum A) Signs shall be in accordance with Chapter 11 Section 5 Signs.~~

**Section 24(b)3.**

~~A. Non-illuminated signs and non-flashing but illuminated business signs. However, no sign shall include illuminating devices or be constructed of illuminated material or be specifically illuminated except by properly shielded cove or back lighting of a non-intermittent type on an opaque background, such source of light not to be more than two (2) feet from the vertical face to be illuminated.~~

~~B. No freestanding sign shall exceed a total height of twenty five (25) feet, as measured from the ground, and shall not exceed 50 square feet in area. No ground sign shall exceed a total height of 10 feet, as measured from the existing grade, and said sign shall not exceed 50 square feet in area.~~

~~C. Only one (1) free-standing sign shall be permitted for each lot or parcel. However, the owner of a corner lot or parcel may, subject to plan commission review and approval, erect one freestanding sign for each abutting street.~~

~~D. All signs are subject to a Site Plan and Plan of Operation being submitted to, and approved by, the plan commission as to design, location, area, size, number, purpose and any other relevant factors affecting use of the property or any adjoining properties.~~

~~E. No sign attached to a building shall be higher than four (4) feet above the top of the roof line or in any case exceed thirty five (35) feet in height.~~

~~F. All signs shall be in accordance with Chapter 13, Signs, of the General Code of Ordinances (refer to Addendum A), unless otherwise regulated in this subsection Signs shall be in accordance with Chapter 11 Section 5 Signs.~~

**Section 30.(b)7.**

~~Signs, either illuminated or non-illuminated, may be erected subject to Plan Commission approval as to design, location, area, size, number, purpose, and any other relevant factors affecting use of the property or any adjoining properties, and in accordance with Chapter 13, Signs, of the General Code of Ordinances (refer to Addendum A) Signs shall be in accordance with Chapter 11 Section 5 Signs.~~

**Repeal Addendum A and replace with “(Reserved)” in Table of Contents as well as at Addendum section.**

**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 \_\_\_\_ day of \_\_\_\_, 2020.

TOWN BOARD,  
TOWN OF LISBON  
WAUKESHA COUNTY,  
WISCONSIN

BY: \_\_\_\_\_  
JOSEPH OSTERMAN, Chairman



ATTEST:

BY: \_\_\_\_\_  
STEVEN A. BRAATZ, JR.  
Interim Town Clerk

| Permanent Signs by Zoning District | Development Type  | Allowable Sign Area (Sq. Ft.) | Allowable Sign Face Area (Sq. Ft.)                   | Minimum Setback (Feet) | Maximum Height (Feet)   | Maximum Number                                       | Additional Requirements  |
|------------------------------------|---|-------------------------------|--|------------------------|---|--|--|
| <b>A-3/A-5/A-10/AD-10/RD-5/EFD</b> |   |                               |  |                        |   |  |  |
| Wall                               |   | +15% of Sign Face             | 6  | n/a                    | n/a   | 1  |  |
| Ground                             |   | 15/40                         | 15/40  | 10                     | 7   | 1 (on properties >= 20 acres)                        | 40 sq. ft. allowable sign area for farm operations in A-10, A-5, and EFD districts, 15 sq. ft. in other districts or for other than farm operations  |
| <b>R-1/R-2/R-3/RD-5</b>            |   |                               |  |                        |   |  |  |
| Monument                           | Residential subdivisions                                | 32 - 50                       | 32 - 50  | 10                     | 7   | 2 per entrance                                       |  |
| <b>RM</b>                          |   |                               |  |                        |   |  |  |
| Wall                               | MF Development w/4+ Unit Bldgs.                         | +15% of Sign Face             | 10   | n/a                    | n/a   | 1  |  |
| Ground                             | Single Parcel w/4+ Unit Bldg.                           | +75% of Sign Face             | 32 +1' per additional 2' of setback, up to 50        | 10                     | 7   | 1  |  |
|                                    | MF Development w/4+ Unit Bldgs.                         | +75% of Sign Face             | 32 +1' per additional 2' of setback, up to 50        | 10                     | 7   | 1 (or 1 monument sign)                               |  |
| Monument                           | MF Development w/4+ Unit Bldgs.                         | 32 - 50                       | 32 - 50  | 10                     | 7   | 1 (or 1 monument sign)                               |  |
| <b>B-2/B-3/B-4/M-1/Q-1</b>         |   |                               |  |                        |   |  |  |
| Wall                               | Single-Tenant Properties                                | +15% of Sign Face             | 50 (or 85% of façade frontage, whichever is greater) |                        | A wall sign shall not project higher than the parapet line of the wall to which the sign is to be affixed.  | 1  | A wall sign may be located on the outermost wall of the principal building, but shall not project more than ten (10) inches from the wall to which the sign is to be affixed.  |
|                                    | Multi-Tenant (Shopping Center/Business Park) Properties | +15% of Sign Face             | 50 (or 85% of façade frontage, whichever is greater) |                        | A wall sign shall not project higher than the parapet line of the wall to which the sign is to be affixed.  | 1 per tenant plus 1 per building side facing traffic | A wall sign may be located on the outermost wall of the principal building, but shall not project more than ten (10) inches from the wall to which the sign is to be affixed. The wall sign shall not be located any closer than 4 feet to the tenant's wall line. This 4 feet clear zone shall apply to each end of the wall sign. Therefore multi-tenant facades will have eight (8) feet of clear zone between tenant wall signs. |
| Projecting                         | Single-Tenant Properties                                | 15                            | 15   |                        | The minimum clearance to grade shall be eight (8) feet as measured from the lowest part of the sign. The maximum height shall not exceed fifteen (15) feet above the grade immediately below the projecting sign. | 1  |  |

Table 11.5.1

| Permanent Signs by Zoning District | Development Type   | Allowable Sign Area (Sq. Ft.) | Allowable Sign Face Area (Sq. Ft.)                   | Minimum Setback (Feet) | Maximum Height (Feet)   | Maximum Number                                       | Additional Requirements  |
|------------------------------------|--|-------------------------------|--|------------------------|---|--|--|
|                                    | Multi-Tenant (Shopping Center/Business Park) Properties      | 15                            | 15   |                        | The minimum clearance to grade shall be eight (8) feet as measured from the lowest part of the sign. The maximum height shall not exceed fifteen (15) feet above the grade immediately below the projecting sign. | 1 per tenant   |  |
| Ground                             | Single-Tenant Properties                                     | +75% of Sign Face             | 32 +1' per additional 2' of setback, up to 50        | 10                     | 7   | 1  |  |
|                                    | Multi-Tenant (Shopping Center/Business Park) Properties      | +75% of Sign Face             | 50 +1' per additional 2' of setback, up to 100       | 10                     | 7   | 1 (or 1 monument sign) per entrance                  |  |
| Pedestal                           | Single-Tenant Properties                                     | +85% of Sign Face             | 32 +1' per additional 2' of setback, up to 50        | 10                     | 30  | 1  |  |
|                                    | Multi-Tenant (Shopping Center/Business Park) Properties      | +85% of Sign Face             | 50 +1' per additional 2' of setback, up to 100       | 10                     | 30  | 1  |  |
| Monument                           | Single-Tenant Properties                                     | 60                            | 60   | 10                     | 7   | 1 (or 1 ground sign)                                 |  |
|                                    | Multi-Tenant (Shopping Center/Business Park) Properties      | 60                            | 60   | 10                     | 7   | 1 (or 1 ground sign) per entrance                    |  |
| <b>P-1/PR</b>                      |  |                               |  |                        |   |  |  |
| Wall                               | Single-Tenant Properties                                     | +15% of Sign Face             | 50 (or 85% of façade frontage, whichever is greater) |                        | A wall sign shall not project higher than the parapet line of the wall to which the sign is to be affixed.  | 1  | A wall sign may be located on the outermost wall of the principal building, but shall not project more than ten (10) inches from the wall to which the sign is to be affixed.  |
|                                    | Multi-Tenant (Institutional/Recreational Complex) Properties | +15% of Sign Face             | 50 (or 85% of façade frontage, whichever is greater) |                        | A wall sign shall not project higher than the parapet line of the wall to which the sign is to be affixed.  | 1 per tenant plus 1 per building side facing traffic | A wall sign may be located on the outermost wall of the principal building, but shall not project more than ten (10) inches from the wall to which the sign is to be affixed. The wall sign shall not be located any closer than 4 feet to the tenant's wall line. This 4 feet clear zone shall apply to each end of the wall sign. Therefore multi-tenant facades will have eight (8) feet of clear zone between tenant wall signs. |
| Projecting                         | Single-Tenant Properties                                     | 15                            | 15   |                        | The minimum clearance to grade shall be eight (8) feet as measured from the lowest part of the sign. The maximum height shall not exceed fifteen (15) feet above the grade immediately below the projecting sign. | 1  |  |

Table 11.5.1

| Permanent Signs by Zoning District | Development Type   | Allowable Sign Area (Sq. Ft.) | Allowable Sign Face Area (Sq. Ft.)             | Minimum Setback (Feet) | Maximum Height (Feet)   | Maximum Number                      | Additional Requirements |
|------------------------------------|--|-------------------------------|--|------------------------|---|-------------------------------------|-------------------------|
|                                    | Multi-Tenant (Institutional/Recreational Complex) Properties | 15                            | 15   |                        | The minimum clearance to grade shall be eight (8) feet as measured from the lowest part of the sign. The maximum height shall not exceed fifteen (15) feet above the grade immediately below the projecting sign. | 1 per tenant                        |                         |
| Ground                             | Single-Tenant Properties                                     | +75% of Sign Face             | 32 +1' per additional 2' of setback, up to 50  | 10                     | 10  | 1                                   |                         |
|                                    | Multi-Tenant (Institutional/Recreational Complex) Properties | +75% of Sign Face             | 50 +1' per additional 2' of setback, up to 100 | 10                     | 10  | 1 (or 1 monument sign) per entrance |                         |
| Monument                           | Single-Tenant Properties                                     | 60                            | 60   | 10                     | 7   | 1 (or 1 ground sign)                |                         |
|                                    | Multi-Tenant (Institutional/Recreational Complex) Properties | 60                            | 60   | 10                     | 7   | 1 (or 1 ground sign) per entrance   |                         |

The Zoning Administrator may allow for a 20% change in any standard for any sign, or allow for additional signs, provided additional landscaping area of equal size to the additional sign(s) face area(s) to be added is installed on the business site. The landscaped area shall be 70% covered in decorative vegetation, 50% of which shall be evergreen. The landscaped area shall be bordered by an acceptable surround and shall be used to enhance the view of the property from any public right-of-way, at the Zoning Administrator's discretion. The landscaped area shall be in addition to and shall be maintained in the same manner as all other landscaping on the site and shall conform to any permit-specific and other Town regulations. Should additional landscape area not be feasible, a 3 foot high brick wall with coping shall be installed in the parking landscaping or perimeter buffer with a linear feet equal to the additional sign face area(s). Where site landscaping or screen walls are not possible, a 10% change in standards and one additional wall sign may be allowed at the Zoning Administrator's discretion and requirements.

Table 11.5.1

James W. Hammes

SUITE 200  
1601 EAST RACINE AVENUE  
POST OFFICE BOX 558  
WAUKESHA, WISCONSIN 53187-0558  
TELEPHONE (262) 542-4278  
FACSIMILE (262) 542-4270  
E-MAIL [jwh@cmhlaw.com](mailto:jwh@cmhlaw.com)  
[www.cmhlaw.com](http://www.cmhlaw.com)

June 19, 2020

**VIA E-MAIL**

[interimclerk@townoflisbonwi.com](mailto:interimclerk@townoflisbonwi.com)

Steven A. Braatz, Jr.  
Town of Lisbon  
W234 N8676 Woodside Road  
Lisbon, WI 53089

Re: Cooperative Plan with Village of Merton

Dear Mr. Braatz:

Please include on the Agenda for Monday, June 22, 2020, the adoption of the attached Resolution approving the revised Cooperative Plan with the Village of Merton.

I am attaching, as well, a redline copy and clean copy of the revised Plan which includes two minor modifications which were required in order to obtain Department approval.

I will need the original signature page of the Plan as well as the Resolution so they can be submitted to the Department within the next week.

Very truly yours,

*s/James W. Hammes*

James W. Hammes

JWH:alk  
Attachments

## RESOLUTION \_\_\_\_-20

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RESOLUTION APPROVING REVISED COOPERATIVE PLAN  
WITH THE VILLAGE OF MERTON

---

WHEREAS, Section 66.0307, Wis. Stats., authorizes adjoining municipalities to adopt a Cooperative Plan which, when approved by the Department of Administration in accordance with the requirements of Sec. 66.0307, Wis. Stats., becomes effective and binds both municipalities to the terms and conditions of the Plan; and,

WHEREAS, the Village of Merton and the Town of Lisbon have adopted Resolutions authorizing their respective municipalities to enter into negotiations for the purpose adopting a Cooperative Plan; and,

WHEREAS, The Cooperative Plan prepared by the Village and Town has the general purpose of guiding and accomplishing a coordinated and harmonious development of the territory covered by the Plan in order to best promote the public health, safety, and general welfare of the Village and Town; and,

WHEREAS, the Village and Town held a joint hearing on the proposed Cooperative Plan on July 9, 2019; and,

WHEREAS, on August 15, 2019, the Town adopted a Resolution approving a Cooperative Plan with the Village of Merton, and on September 5, 2019, the Village adopted a Resolution approving a Cooperative Plan with the Town of Lisbon, which Resolutions and Cooperative Plan were submitted to the Department on September 11, 2019; and,

WHEREAS, the Department of Administration conducted a Public Hearing, requested by the Village of Sussex, on November 6, 2019, and received comments during the Public Hearing from the public and the Village of Sussex, as reflected on the transcript of the Public Hearing which is submitted with this Cooperative Plan; and,

WHEREAS, the Village and Town held a second joint hearing on the proposed Cooperative Plan on December 5, 2019; and,

WHEREAS, the Village and Town have considered all comments on the Plan received during the Public Hearings and during the subsequent comment period; and,

WHEREAS, the Village and Town have amended the Cooperative Plan for the purpose of addressing comments received at the various Public Hearings as well as the Department of Administration's Determinations of December 9, 2019 and April 3, 2020; and,

WHEREAS, the purpose of this Resolution is to approve the revised Cooperative Plan as revised, which Cooperative Plan has been prepared in accordance with the provisions of Sec. 66.0307, Wis. Stats.;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town Lisbon does hereby approve the Cooperative Plan, a copy of which is attached hereto and incorporated herein by reference, as defined in Sec. 66.0307, Wis. Stats.;

BE IT FURTHER RESOLVED that the proper Town officials are hereby authorized to take all necessary and appropriate action consistent with this Resolution, including but not limited to the submission of the Plan to the Department of Administration for review and approval.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this \_\_\_\_ day of \_\_\_\_\_, 2020.

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: \_\_\_\_\_  
Steven A. Braatz, Jr.  
Interim Clerk-Treasurer



INTERGOVERNMENTAL COOPERATIVE PLAN  
BETWEEN THE TOWN OF LISBON  
AND THE VILLAGE OF MERTON

The Town of Lisbon, a Wisconsin municipal corporation located in Waukesha County, Wisconsin ("Town") and the Village of Merton, a Wisconsin municipal corporation, located in Waukesha County, Wisconsin ("Village") (collectively "Municipalities") hereby enter into this Intergovernmental Cooperative Plan ("Plan") pursuant to the provisions of Sec. 66.0307, Wis. Stats.

RECITALS

WHEREAS, the Town exists and operates as a Town under the provisions of Chapter 60, Wis. Stats., at all times material hereto; and,

WHEREAS, the Village is an incorporated municipality whose territory had previously been parts of the Town and the Town of Merton; and,

WHEREAS, the Town and Village, on February 25, 2002, entered into a Boundary Agreement and Cooperative Plan in accordance with the provisions of Sec. 66.0301 and Sec. 66.0225, Wis. Stats. ("2002 Agreement") a copy of which is submitted herewith as Exhibit A; and,

WHEREAS, the Town and Village now mutually desire to restate, and to the extent necessary, modify the 2002 Agreement, to comply with the requirements of a Cooperative Plan prepared pursuant to Sec. 66.0303, Wis. Stats.; and,

WHEREAS, the Town and Village now intend, by approval of this Plan, to incorporate elements of the 2002 Agreement, and to include additional elements and provisions in this Plan, which Plan, upon approval of the Department, shall supersede and replace the 2002 Agreement; and

WHEREAS, the Town and the Village are of the opinion that intergovernmental cooperation and joint planning, as set forth herein will provide for the best use of land, natural resources, and the providing of high quality and efficient services for the residents of the Municipalities; and,

WHEREAS, the Town and Village are of the opinion that it is in the best interest of the residents of the Municipalities to provide permanent boundaries between the Municipalities and accomplishing a coordinated, adjusted, an harmonious development of the territory covered in this Plan; and,

WHEREAS, the Town and Village, by adoption and submittal of this Plan, intend to secure their respective boundaries to address future growth and development within their respective jurisdictions, and to provide for an orderly growth of territory in the Municipalities; and,

WHEREAS, the Municipalities have adopted authorizing resolutions to participate in the preparation of this Plan pursuant to Sec. 66.0307(4), Wis. Stats., which resolutions have been submitted to the Department of Administration ("Department"); and,

WHEREAS, the Municipalities conducted a joint public hearing regarding the Plan on July 9, 2019 pursuant to Sec. 66.0307(4)(b), Wis. Stats., the minutes of which have been submitted to the Department with this Cooperative Plan; and,

WHEREAS, the Department of Administration, conducted a public hearing, requested by the Village of Sussex under Sec. 66.0307(5)(b), Wis. Stats. on November 6, 2019, and received comments during the public hearing from the public and the Village of Sussex, as reflected in the transcript of the public hearing submitted with this Cooperative Plan; and,

WHEREAS, the Town and the Village conducted a second joint public hearing on December 5, 2019 pursuant to Sec. 66.0307(4)(b), Wis. Stats., the purpose of which was to receive public comments and to consider comments received during the public hearing of November 6, 2019; and,

WHEREAS, the Town and Village have reviewed and considered comments received at the joint public hearings of the Town and Village and the public hearing conducted by the Department, and have modified the Cooperative Plan to address issues, comments and concerns raised during the same; and,

WHEREAS, the Department on December 9, 2019 made findings as to the completeness of the Plan, and pursuant to Sec. 66.0307(5)(b), Wis. Stats. returned the Plan to the Municipalities with the recommendation that it be re-submitted to include specific revisions as set forth in its December 9, 2019 findings; and,

WHEREAS, it is the intent of the Municipalities that this amended Cooperative Plan be a binding and enforceable contract and intended to address the provisions of Sec. 66.0307(3), Wis. Stats.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration the receipt and sufficiency of which is mutually acknowledged, the Town and Village hereby agree as follows:

SECTION 1: Definitions.

As used herein, the defined terms shall have the following meanings:

"Attached," "Attached," or "Attachment" shall refer to an alternative process whereby real estate is detached from the Town and attached to the Village pursuant to the terms of this Plan and Sec. 66.0307(10), Wis. Stats., in contradistinction from annexation under Chapter 66, Wis. Stats.

"Development" shall mean, without limitation, any request for rezoning, conditional use or special use permit, exclusive of permit renewals, use variance, site plan, plan of operation or design approval, or any other change of use of any portion of a property located within the territory described in the Village Growth Area, but not to include a request for construction of "garden sheds" or area variances under the Town Zoning Code.

"Effective Date" shall mean the date this Plan is approved by the Wisconsin Department of Administration in accordance with the provisions of Sec. 66.0307(5), Wis. Stats.

"Joint Planning Area" shall refer to those Town lands identified on Exhibit E, both the development and undeveloped territory which is contiguous to the Village, and the Development and use of which will have an impact on both the Town and Village.

"Municipalities" shall mean, collectively, the Town of Lisbon and the Village of Merton.

"Permanent Boundary" shall mean the common boundary between the Town and Village which shall exist following the attachment from the Town to the Village of all lands identified within the Village Growth Area.

"Village Growth Area" shall mean that territory within the Town identified and depicted on Exhibit D ("Future Village Annexation Area") which shall be detached from the Town and attached to the Village under the terms of this Plan. The term Village Growth Area is sometimes referred to in this Plan and the various Exhibits as VGA.

"Territory" shall mean those lands within the Town which are identified as being within the Village Growth Area.

## SECTION 2: Participating Municipalities.

The Town and Village enter into this Plan under the authority of Sec. 66.0307, Wis. Stats. A legal description of the Town is appended hereto as Exhibit A, and a legal description of the Village is appended hereto as Exhibit B.

## SECTION 3: Contact Persons.

The following persons and their successors are authorized to speak for their respective municipalities regarding this Plan:

For the Town:           Town Chairperson, Joseph Osterman

For the Village:       Village President, Ron Reinowski

## SECTION 4: Boundary Adjustments Subject to the Plan.

The 2002 Agreement identified certain lands within the Town which were to be detached from the Town and attached to the Village. Those territories were referred to in the 2002 Agreement as the Village Growth Area. Subsequent to the execution of the 2002 Agreement, some of the lands within the Village Growth Area have been detached from the Town and attached to the Village, but certain lands within the Territory remain within the jurisdiction of the Town.

Under the terms of this Cooperative Plan, the Village Growth Area, as that term was defined and used in the 2002 Agreement, has been expanded to include a small collection of Town parcels, 1.5-acres in size, which are surrounded by the Village except for a 600-foot connection to a road right-of-way. The Village Growth Area, as that term is now used in this Plan, includes those parcels of lands identified by Tax Key Numbers and depicted on Exhibit D of this Plan which is appended hereto and incorporated herein by reference. The Town and Village have determined that the transfer of the Territory identified in this Plan as the Village Growth Area, shall be accomplished in an orderly manner, and that the territory to be attached by the Village, if not otherwise attached ~~at the expiration of ten (10) years from the approval of this Plan, to the Village~~ shall be attached to the Village ~~at that time~~ by December 31, 2029 as provided in Section 8 D. of this Plan. Further, upon transfer of all lands identified as the Village Growth Area, the resulting boundaries shall be the permanent and perpetual boundaries as between the Town and Village, unless otherwise adjusted as provided in Sec. 13 of this Plan.

Until attachment occurs, services within the VGA will continue to be provided by the Town.

In establishing the permanent boundary lines between the Town and Village, the parties have determined that the permanent boundaries are not the result of arbitrariness and reflect due consideration for the compactness of the area as required by Sec. 66.0307(5)(c)5., Wis. Stats. The boundary lines are straight, tight, and compact, and, generally follow existing well-developed public rights-or-way including Lake Five Road, CTHW, Maple Street, and Ainsworth Road, all of which are identified and depicted on Exhibit D.

In determining the boundaries following attachment of the Village Growth Area territory, the parties have also taken into consideration the fact that the Village does not operate, own or maintain either a municipal water system or a sanitary sewer system, which municipal utilities are typically required in order to provide new development and growth.

The Village retains the right to expand by annexation of lands in the Town Merton, which has a substantial common boundary line with the Village. Historically, the expansion of the Village has occurred as a result of annexation of lands from the Town of Merton, rather than the Town of Lisbon.

Finally, the Municipalities have also taken into consideration the existence of a Boundary Agreement between the Town and Village of Sussex, a copy of which is appended hereto as Exhibit F. The Lisbon/Sussex Boundary Agreement does establish a Future Growth Area for the Village of Sussex, but that growth area is not impacted, impeded, or otherwise affected by the VGA contemplated by this Plan. Furthermore, there are no rights the Village of Sussex has related to extraterritorial land division or plat approval or extraterritorial planning or zoning rights, that extend to any of the lands that are identified as a part of the Village Growth Area or the Joint Planning Area described in this Plan.

## SECTION 5: Purposes.

This Plan is intended to achieve the general purpose described in Sec. 66.0307(3)(b), Wis. Stats., which is to guide and accomplish a coordinated, adjusted, and harmonious development of the Territory covered by the Plan consistent with each Municipality's comprehensive plan. The parties have further identified the following specific purposes of this Plan:

- a. To increase governmental efficiency through the sharing of services that have been provided separately by the Town and Village, which will eliminate duplicative or unnecessary expenditures.
- b. To assure orderly development by combining the land use planning, development and zoning functions of the Town and Village.
- c. To adjust common boundaries between the Town and Village taking into consideration the compactness of the resulting boundary, the current and future development of the territory subject to boundary adjustment, as well as the natural terrain and general topography of the area, all in accordance with the provisions of Sec. 66.0307(5)(c)5., Wis. Stats.

#### SECTION 6: Consistency with Comprehensive Plans.

Both the Town and Village currently maintain Comprehensive Plans developed in accordance with the provisions of Sec. 66.1001, Wis. Stats. The Municipalities have determined that the provisions of this Plan are consistent with the respective Comprehensive Plans of the Town and Village, copies of which have been submitted to the Department.

The Town of Lisbon Comprehensive Plan contemplates the use and implementation of Cooperative Plans adopted by the Town of Lisbon and submitted to the Department for review and approval in accordance with the provisions of Sec. 66.0307, Wis. Stats. The Comprehensive Plan acknowledges that among the purposes of such a Cooperative Plan is the adjustment of boundary lines between adjoining municipalities, and the provision of shared services. The Town's Comprehensive Plan at page 28, Exhibit F, notes that the validity of the 2002 Agreement between the Town and Village "is in some question", and accordingly recommended to the Town Board that the Town should investigate the possibility of building upon the existing agreements to form a Cooperative Boundary Agreement with Merton pursuant to the provisions of Sec. 66.0307, Wis. Stats. This Plan, then, is consistent with the Town's Comprehensive Plan as required by the provisions of Sec. 66.0307(3)(c), Wis. Stats.

Among the goals articulated in the Village of Merton Comprehensive Plan is to continue quality intergovernmental cooperation with surrounding municipalities to promote cost-efficient sharing of public services and infrastructure and continue the use of mutually beneficial boundary agreements or shared service agreements, such as the shared service agreement contemplated by this Plan. (Village of Merton Comprehensive Plan, Chapter 1, page 12). Consistent with the requirements of the Sec. 66.0307(5)(c), Wis. Stats., the enactment and submittal of this Plan to the Department for review and approval is consistent with the Merton Comprehensive Plan.

SECTION 7: Existing Boundary and Boundary Changes.

The existing common boundary line between the Town and Village, as of the effective date of this Plan, shall remain the common boundary line unless and until adjusted by attachment of Territory within the Village Growth Area, as provided in this Plan.

SECTION 8: Village Growth Area.

- A. Village Growth Area. The parties hereby designate certain Territory within the Town, as identified and depicted on Exhibit D, which is incorporated herein by reference, as the Village Growth Area ("VGA"). It is the intent of the parties that the VGA shall be detached from the Town and attached to the Village as provided more particularly in this Plan.
- B. Authorized Detachments. Any lands within the Territory identified and depicted on Exhibit D may be attached to the Village, without consent or approval by the Town, upon receipt and approval by the Village of a petition for detachment executed and delivered to the Village in accordance with the provisions of Sec. 66.0227,0307(10), Wis. Stats. The Town acknowledges that the Village has a reasonable present or demonstrable future need for the property within the VGA. The Town agrees that it will not directly or indirectly oppose any such detachment nor will it financially support any person opposing such detachment.
- C. Detachment Within the VGA. The individual parcels in the VGA described and depicted on Exhibit D may be detached from the Town and attached to the Village, on an individual basis, separate basis or an aggregate basis pursuant to the procedures set forth below:
  1. Procedure for Voluntary Detachment. The procedure for detachment of any lands within the VGA shall be as follows:
    - a. The parcel owners desirous of attaching to the Village, developing or dividing an individual parcel(s) shall file a petition for detachment with the Town and Village clerks prior to being permitted to attach, develop, divide, or receive Village services.
    - b. The Village, within 45 days of receipt of a petition for detachment, may adopt an ordinance attaching the subject property(ies).
    - c. The Town, if required, within 45 days after receipt of the Village ordinance for attachment, shall adopt an ordinance detaching the subject property from the Town.
  2. Conditions of Detachment. The Town shall not permit development or division of individual parcel(s) within the VGA. The Town agrees to detach each individual parcel and the Village may attach each individual parcel upon the earliest of the following events:

- a. Request through the submission of a petition for detachment as set forth above on the part of the owner(s) of each individual parcel to be attached to the Village.
  - b. Any land division of any individual parcel, whether by, without limitation, certified survey map, subdivision plat, or metes and bounds legal description.
  - c. Development of any parcel located in the Village Growth Area, as that term is defined in Sec. 1 of this Plan.
- D. Involuntary Attachment/Detachment. Notwithstanding anything contained herein to the contrary, any Territory described or depicted on Exhibit D which has not been detached from the Town and attached to the Village, shall be detached, by ordinance adopted by the Village, upon the earlier of the following events:
1. December 31, 2029; or,
  2. The incorporation of the Town of Lisbon as a Village or other incorporated municipality.
- E. Prohibited Annexations. No Town lands outside of the VGA shall be annexed, detached or otherwise transferred to the jurisdiction of the Village. The Village agrees that it will not, directly or indirectly, enact any ordinance or take any other action which would result in the transfer of any land or property from the Town except as set forth herein.

#### SECTION 9: Joint Planning.

- A. Joint Planning Area. The parties have identified certain undeveloped areas which, when developed, will have impact upon both the Town and the Village. These areas, referenced herein as the Joint Planning Area ("JPA") and the Town's lands to become part of the Village, are identified in Exhibit E attached hereto. During the planning period, the parties agree to cooperate on matters relating to land use planning within the JPA and approve all use of lands within the JPA in the following manner:
1. The Joint Planning Committee ("JPC") shall be comprised of 2 members from the Town and 2 members from the Village ("Member" or "Members").
  2. The Members who comprise the JPC shall be appointed by and serve at the discretion of the Village President or Town Chair for their respective municipalities. One of the members from each Municipality shall be a member of the Plan Commission of that municipality. The second member from each Municipality shall be from the governing body of that Municipality.
  3. The Clerk and/or Administrator from each Municipality shall serve as an advisor to the JPC.

4. Any two members of the JPC may call meetings of the JPC by providing two weeks written notice thereof to each member of the JPC in addition to the Village and Town.
5. The JPC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.
6. In order to make a recommendation, a majority of the members from each municipality who are present at the meeting must join the recommendation.
7. The JPC shall receive, consider, and comment upon all applications for rezoning, conditional uses, PUDs, and plats that arise within the JPA.
8. Following each meeting, the JPC shall provide the Clerk and Plan Commission of the Municipalities with a copy of the minutes of the meeting. The minutes shall include a list of the members who were present at the meeting and that list shall identify the Municipalities that those members represent. The minutes shall also include a description of actions taken along with identifying which members voted in favor or, and which opposed, the proposed recommendations.
9. The JPC shall prepare, from time to time, a formal Land Use Plan for JPA, and shall submit the Land Use Plan to the Town Board and Village Board for its review, consideration and approval. Any issues involving the review, consideration and approval of a Joint Land Use Plan shall be resolved by submitting the Plan to **Waukesha County, and the County's resolution of any such issues shall be binding upon both parties.** The parties have determined that any issue involving the review, consideration or approval of the Joint Land Use Plan should be resolved by Waukesha County because the lands remain in the Town and are subject to the Comprehensive Plan adopted by Waukesha County.
10. The zoning and other codes of the Town shall govern all reviews or other matters undertaken by the JPC.

#### SECTION 10: Shared Services.

- A. Shared Services Committee. The Shared Services Committee ("SSC"), as defined below, shall consider, review and make recommendations to the Town Board and Village Board relating to the existing Shared Services Contract, and shall also consider and recommend to the Town and Village additional shared services, including but not limited to fire and emergency medical services, police protection, public works and other community services which contracts will benefit both Municipalities.
  1. The SSC shall be comprised of two members from the Town and two members from the Village.

2. The members who comprise the SSC shall be appointed by the Village President and Town Chair for their respective delegates. One of the members from each municipality shall be a member of the Plan Commission of that municipality. The second member from each municipality shall be from the governing body of that municipality.
3. The Clerk and/or Administrator from each municipality shall serve as advisors to the SSC.
4. The SSC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon the Municipalities.
5. In order to make a recommendation, a majority of the members from each municipality who are present at the meeting must join the recommendation.
6. Following each meeting, the SSC shall provide the clerk of each municipality with a copy of the Minutes of the meeting. The Minutes shall include a list of the Members who were present at the meeting and that list shall identify the municipalities that those Members represent. The Minutes shall also include a description of actions taken along with identifying which Members voted in favor of, and which opposed, proposed recommendations.
7. The SSC shall, at a minimum, not later than September 1<sup>st</sup> of each year during which this Plan is in effect, review the current status of all shared services or potential shared services, and submit a written recommendation to the Town and Village identifying all current and potential shared services which could be more efficiently and economically delivered, jointly, to the residents of the Town and Village. The Town and Village shall, within thirty (30) days of the receipt of such written recommendation, conduct a joint meeting of both the Town Board and Village Board for the purpose of reviewing, discussing and taking action, as deemed necessary, based upon the recommendation of the SSC.

B. Shared Services. As of the adoption of this Plan, the Town and Village, have adopted and implemented various contracts providing for the delivery of municipal services to both Town and Village residents in accordance with the requirements of Sec. 66.0307(5)(c)3., Wis. Stats. Those shared services evidenced by contracts are described more particularly as follows:

1. *Snow Plowing and Ice Control Services.* Effective December 12, 2016, the Town and Village entered into a shared services contract relating to snow plowing and ice control services. Under the terms of the contract, the snow plowing and ice control services are provided by the Town, and the Village has agreed to compensate the Town for those services in accordance with the terms of the contract. The term of this Agreement, a copy of which is appended hereto as Exhibit G, extends for a period of ten (10) years, terminating on April 30, 2026. The Contract further permits the Village, at the option of the Village, to extend the Shared Services Contract on a year to year

basis following the expiration of the ten (10) year term, and that option shall extend during the term of this Plan.

2. *Compost Site.* Effective October 18, 2018, the Town and Village entered into a shared services contract relating to the Compost Site Agreement under the terms of which the Town has agreed to provide to the Village a compost site, subject to the hours and dates of operation and use of the site by Village residents as provided in the terms of the Agreement, and subject to payments made by the Village as provided in the Agreement. This Agreement, a copy of which is appended hereto as Exhibit H, provides for a termination date of December 31, 2020.

The compost site is located on private property, the extension of the Compost Agreement following the December 31, 2020, date is contingent upon the property owner's permission to allow the Town and Village to utilize the site beginning January 1, 2021. In the event the site is no longer available, the location of a new site shall be a matter referred to the SSC for its review and recommendation to the Town and Village Boards.

3. *Other Shared Services.* As of the effective date of this Plan, additional shared service agreements have been considered, and will be considered by the Shared Services Committee during the term of this Plan. Additional contracts have not yet been entered into relating to additional services for the following:
  - a. *Police Protection:* Both Municipalities contract with Waukesha County Sheriffs Department to provide police protection for their communities. Since neither the Town nor Village operate a police department, it is not feasible or viable to explore shared services as it relates to police protection at this time.
  - b. *Fire and Emergency Medical Services:* The Town and Village currently provide fire and emergency medical services for their respective residents. Although the Town and Village have explored the possibility of creating a single department, both the Town and Village have determined that the creation of a fire district, which would include municipalities in addition to the Town and Village, will provide the most cost efficient method of providing fire and emergency medical services to residents of the Town and Village. As of the execution of this Agreement, the Town and Village have been actively involved in the negotiations of a Joint Fire District, and both the Town and Village anticipate that the creation of a Joint Fire District that will provide fire and emergency medical services to residents of both the Town and Village will be accomplished by the end of 2020. In the event a Joint Fire District is not created, both the Town and Village agree to refer to the SSC for review and recommendation to any issues regarding the provision of fire and emergency medical services to residents of the Town and Village.
  - c. *Water and Sewer Service.* The Village does not own, operate, or maintain either a municipal sanitary sewer service system or municipal water system.

Residents and business located in the Village obtain sanitary sewer service by use of septic systems or holding tanks, and water service by private wells.

The Town does have the ability to provide sanitary sewer service to some Town residents, but that service is limited, by contract with the Village of Sussex, to areas of the Town which are outside of both the Sussex/Village Growth Area and the Joint Planning Area. Therefore shared service agreements relating to the provision of sanitary sewer and water services is neither viable nor practical.

- d. *Parks.* Both the Town and Village maintain parks and recreational facilities for their respective residents. Upon approval of this Plan, the SSC shall be directed to review and determine whether shared services relating to the use and maintenance of those facilities is viable, and that report shall be filed with the Town and the Village.

#### SECTION 11: Dispute Resolution.

- A. Scope. All disputes over the interpretation or application of this Plan shall be resolved according to the dispute resolution procedures contained in this Section.
- B. Mediation. If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
  1. Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
    - a. Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within 5 days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chair fails to appoint a mediator, by the American Arbitration Association.
    - b. The mediation session shall take place within 45 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
    - c. In the event that a mediator is used, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 120 days prior to the first scheduled mediation session. The parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.
    - d. The mediator does not have authority to impose a settlement upon the parties but will attempt to help the parties reach a satisfactory resolution of their

dispute. All mediation sessions are private. The parties and their representatives may attend mediations sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties shall not rely on, or introduce as evidence in any arbitrable, judicial, or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other party in the course of the mediation proceedings.

e. The expense of a mediator, if any, shall be borne equally by the parties.

C. Arbitration. If unresolved after Section 10 B. above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator, they will request an arbitrator from the American Arbitration Association. The parties may agree to an alternative method for the selection of the single arbitrator.

1. The Town and the Village will equally divide the fees of the arbitrator as well as the costs of court reporters, if any. The parties are responsible for the fees of their own attorneys and expert witnesses subject to any award of costs or fees by the arbitrator.
2. The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of the State of Wisconsin. The award is final and binding and shall be enforceable at law. The arbitration provisions of Chapter 788, Wis. Stats. shall apply to the arbitration proceedings unless the parties otherwise agree.
3. The parties agree that arbitration proceedings must be instituted within 1 year after the claimed breach was discovered or in the exercise reasonable diligence could have been discovered and that the failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

#### SECTION 12: Division of Assets and Liabilities.

The Town and Village agree that no adjustment relating to division of assets and liabilities were required as a result of any future transfer of land under the terms of this Plan.

#### SECTION 13: Planning Period/Term of Plan.

The Planning Period, as that term is defined in Sec. 66.0307, Wis. Stats., shall be for a period of twenty (20) years, commencing as of the effective date of this Plan. The Town and Village have determined that a twenty (20) year period of time is a reasonable of time for the duration of this Plan, taking into consideration that all lands within the Village Growth Area will have been attached to the Village during that period of time, and the Development of all undeveloped lands within the Joint Planning Area will likely have occurred during that term. In establishing this term, both the Town and Village recognized that the term of the Plan can be extended, particularly as

it relates to the Joint Planning Activities, should the extension of the Plan be reasonable and be deemed appropriate by both the Town and Village.

The Town and Village agree to review any issues regarding the need for future boundary adjustment of the common boundary line following the attachment of all lands within the Village Growth Area, at periodic intervals of at least every five (5) years after the date of this Plan, in order to facilitate the smooth and effective implementation of the goals and policies embodied in this Plan. However, these review time intervals are suggestive only and not binding on either party to conduct mandatory periodic reviews of this Plan. Nothing in this Plan shall be construed to require the parties to detach, attach, or annex territory in response to the periodic reviews described above. All rights are reserved by each party.

#### SECTION 14: General Provisions.

- A. Other Agreements. This Plan shall supersede the 2002 Intergovernmental Cooperative Agreement between the Town and Village pursuant to the provisions Sec. 66.0301 and Sec. 66.0225, Wis. Stats., which agreement was approved by the Town on February 25, 2002 and by the Village on March 5, 2002.
- B. No Waiver. The failure of either party to require strict performance with any provision of this Plan will not constitute a waiver of the provision or any of the rights under this Plan. Rights and obligations under this Plan may only be waived or modified in writing. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party.
- C. Performance Standard. This Plan requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Plan imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld.
- D. Construction. This Plan shall be literally construed to accomplish in this Plan is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Plan should be construed to give a reasonable meaning to each of its provisions and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.
- E. Enforceability. The enforceability of this Plan will not be affected by statutory amendments, changes in the forms of Village or Town government, or changes in elected officials. The parties agree that this Plan is binding on their respective successors, agents, and employees.
- F. Smart Growth Law. The parties acknowledge that this Plan has been executed after the Wisconsin Legislature's enactment of Sec. 66.1001, Wis. Stats., which pertains to comprehensive land use planning. The preceding is generally referred to as "Smart Growth Law." The parties acknowledge that they have entered into this Plan in contemplation of the standards and requirements of the Smart Growth Law. This Plan is intended to be an

Intergovernmental Cooperation Agreement under the Smart Growth Law and therefore may be amended, if necessary, to comply with the requirements of the Smart Growth Law.

- G. Incorporation. The Village agrees that it shall not object or in any way oppose any attempt(s) by the Town to incorporate. In the event of the incorporation of the Town as Village or other incorporated municipality, the terms and conditions of this Plan shall continue until termination of the Plan as provided herein.

IN WITNESS WHEREOF, the parties will have caused the execution of this Plan by their duly authorized officers as of the date first written above.

(signatures on following pages)

VILLAGE OF MERTON

By: \_\_\_\_\_  
Ron Reinowski, Village Board President

Approved as to form:

Attest:

\_\_\_\_\_  
August Fabyan, Village Attorney

\_\_\_\_\_  
Thomas Nelson, Village Clerk/Treasurer

\_\_\_\_\_  
Mark Baral, Village Trustee

\_\_\_\_\_  
Mike Schwabe, Village Trustee

\_\_\_\_\_  
Jeff Smith, Village Trustee

\_\_\_\_\_  
Bruce Blawat, Village Trustee

STATE OF WISCONSIN     )  
  )ss.  
COUNTY OF WAUKESHA    )

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above-named Ron Reinowski, Village Board President of the Village of Merton, Thomas Nelson, Clerk/Treasurer of the Village of Merton, and Village Trustees Mark Baral, Jeff Smith and Bruce Blawat, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Village of Merton.

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



EXHIBITS

- Exhibit A: February 25, 2002 Boundary Stipulation and Intergovernmental Cooperation Agreement Between the Town of Lisbon and the Village of Merton.
- Exhibit B: Legal Description for the Town of Lisbon.
- Exhibit C: Legal Description for the Village of Merton.
- Exhibit D: Village Growth Area.
- Exhibit E: Joint Planning Area.
- Exhibit F: Village of Sussex Boundary Agreement.
- Exhibit G: Shared Services Contract: Snow Plowing and Ice Control Services.
- Exhibit H: Shared Services Contract: Compost Agreement.

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BETWEEN THE TOWN OF LISBON  
AND THE VILLAGE OF MERTON**

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**RECITALS**

**WHEREAS**, the Town exists and operates as a Town under the provisions of Chapter 60, Wis. Stats., at all times material hereto; and,

**WHEREAS**, the Village is an incorporated municipality whose territory had previously been parts of the Town and the Town of Merton; and,

**WHEREAS**, the Town and Village, on February 25, 2002, entered into a Boundary Agreement and Cooperative Plan in accordance with the provisions of Sec. 66.0301 and Sec. 66.0225, Wis. Stats. ("2002 Agreement") a copy of which is submitted herewith as **Exhibit A**; and,

**WHEREAS**, the Town and Village now mutually desire to restate, and to the extent necessary, modify the 2002 Agreement, to comply with the requirements of a Cooperative Plan prepared pursuant to Sec. 66.0303, Wis. Stats.; and,

**WHEREAS**, the Town and Village now intend, by approval of this Plan, to incorporate elements of the 2002 Agreement, and to include additional elements and provisions in this Plan, which Plan, upon approval of the Department, shall supersede and replace the 2002 Agreement; and

**WHEREAS**, the Town and the Village are of the opinion that intergovernmental cooperation and joint planning, as set forth herein will provide for the best use of land, natural resources, and the providing of high quality and efficient services for the residents of the Municipalities; and,

**WHEREAS**, the Town and Village are of the opinion that it is in the best interest of the residents of the Municipalities to provide permanent boundaries between the Municipalities and accomplishing a coordinated, adjusted, an harmonious development of the territory covered in this Plan; and,

**WHEREAS**, the Town and Village, by adoption and submittal of this Plan, intend to secure their respective boundaries to address future growth and development within their respective jurisdictions, and to provide for an orderly growth of territory in the Municipalities; and,

**WHEREAS**, the Municipalities have adopted authorizing resolutions to participate in the preparation of this Plan pursuant to Sec. 66.0307(4), Wis. Stats., which resolutions have been submitted to the Department of Administration ("Department"); and,

**WHEREAS**, the Municipalities conducted a joint public hearing regarding the Plan on July 9, 2019 pursuant to Sec. 66.0307(4)(b), Wis. Stats., the minutes of which have been submitted to the Department with this Cooperative Plan; and,

**WHEREAS**, the Department of Administration, conducted a public hearing, requested by the Village of Sussex under Sec. 66.0307(5)(b), Wis. Stats. on November 6, 2019, and received comments during the public hearing from the public and the Village of Sussex, as reflected in the transcript of the public hearing submitted with this Cooperative Plan; and,

**WHEREAS**, the Town and the Village conducted a second joint public hearing on December 5, 2019 pursuant to Sec. 66.0307(4)(b), Wis. Stats., the purpose of which was to receive public comments and to consider comments received during the public hearing of November 6, 2019; and,

**WHEREAS**, the Town and Village have reviewed and considered comments received at the joint public hearings of the Town and Village and the public hearing conducted by the Department, and have modified the Cooperative Plan to address issues, comments and concerns raised during the same; and,

**WHEREAS**, the Department on December 9, 2019 made findings as to the completeness of the Plan, and pursuant to Sec. 66.0307(5)(b), Wis. Stats. returned the Plan to the Municipalities with the recommendation that it be re-submitted to include specific revisions as set forth in its December 9, 2019 findings; and,

**WHEREAS**, it is the intent of the Municipalities that this amended Cooperative Plan be a binding and enforceable contract and intended to address the provisions of Sec. 66.0307(3), Wis. Stats.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties and other good and valuable consideration the receipt and sufficiency of which is mutually acknowledged, the Town and Village hereby agree as follows:

**SECTION 1: Definitions.**

As used herein, the defined terms shall have the following meanings:

"Attached," "Attached," or "Attachment" shall refer to an alternative process whereby real estate is detached from the Town and attached to the Village pursuant to the terms of this Plan and Sec. 66.0307(10), Wis. Stats., in contradistinction from annexation under Chapter 66, Wis. Stats.

"Development" shall mean, without limitation, any request for rezoning, conditional use or special use permit, exclusive of permit renewals, use variance, site plan, plan of operation or design approval, or any other change of use of any portion of a property located within the territory described in the Village Growth Area, but not to include a request for construction of "garden sheds" or area variances under the Town Zoning Code.

“Effective Date” shall mean the date this Plan is approved by the Wisconsin Department of Administration in accordance with the provisions of Sec. 66.0307(5), Wis. Stats.

“Joint Planning Area” shall refer to those Town lands identified on **Exhibit E**, both the development and undeveloped territory which is contiguous to the Village, and the Development and use of which will have an impact on both the Town and Village.

“Municipalities” shall mean, collectively, the Town of Lisbon and the Village of Merton.

“Permanent Boundary” shall mean the common boundary between the Town and Village which shall exist following the attachment from the Town to the Village of all lands identified within the Village Growth Area.

“Village Growth Area” shall mean that territory within the Town identified and depicted on **Exhibit D** (“Future Village Annexation Area”) which shall be detached from the Town and attached to the Village under the terms of this Plan. The term Village Growth Area is sometimes referred to in this Plan and the various Exhibits as VGA.

“Territory” shall mean those lands within the Town which are identified as being within the Village Growth Area.

## **SECTION 2: Participating Municipalities.**

The Town and Village enter into this Plan under the authority of Sec. 66.0307, Wis. Stats. A legal description of the Town is appended hereto as **Exhibit A**, and a legal description of the Village is appended hereto as **Exhibit B**.

## **SECTION 3: Contact Persons.**

The following persons and their successors are authorized to speak for their respective municipalities regarding this Plan:

For the Town:           Town Chairperson, Joseph Osterman

For the Village:        Village President, Ron Reinowski

## **SECTION 4: Boundary Adjustments Subject to the Plan.**

The 2002 Agreement identified certain lands within the Town which were to be detached from the Town and attached to the Village. Those territories were referred to in the 2002 Agreement as the Village Growth Area. Subsequent to the execution of the 2002 Agreement, some of the lands within the Village Growth Area have been detached from the Town and attached to the Village, but certain lands within the Territory remain within the jurisdiction of the Town.

Under the terms of this Cooperative Plan, the Village Growth Area, as that term was defined and used in the 2002 Agreement, has been expanded to include a small collection of Town parcels, 1.5-acres in size, which are surrounded by the Village except for a 600-foot connection to a road right-of-way. The Village Growth Area, as that term is now used in this Plan, includes those parcels of lands identified by Tax Key Numbers and depicted on **Exhibit D** of this Plan which is appended hereto and incorporated herein by reference. The Town and Village have determined that the transfer of the Territory identified in this Plan as the Village Growth Area, shall be accomplished in an orderly manner, and that the territory to be attached by the Village, if not otherwise attached to the Village shall be attached to the Village by December 31, 2029 as provided in Section 8 D. of this Plan. Further, upon transfer of all lands identified as the Village Growth Area, the resulting boundaries shall be the permanent and perpetual boundaries as between the Town and Village, unless otherwise adjusted as provided in Sec. 13 of this Plan.

Until attachment occurs, services within the VGA will continue to be provided by the Town.

In establishing the permanent boundary lines between the Town and Village, the parties have determined that the permanent boundaries are not the result of arbitrariness and reflect due consideration for the compactness of the area as required by Sec. 66.0307(5)(c)5., Wis. Stats. The boundary lines are straight, tight, and compact, and, generally follow existing well-developed public rights-or-way including Lake Five Road, CTHW, Maple Street, and Ainsworth Road, all of which are identified and depicted on **Exhibit D**.

In determining the boundaries following attachment of the Village Growth Area territory, the parties have also taken into consideration the fact that the Village does not operate, own or maintain either a municipal water system or a sanitary sewer system, which municipal utilities are typically required in order to provide new development and growth.

The Village retains the right to expand by annexation of lands in the Town Merton, which has a substantial common boundary line with the Village. Historically, the expansion of the Village has occurred as a result of annexation of lands from the Town of Merton, rather than the Town of Lisbon.

Finally, the Municipalities have also taken into consideration the existence of a Boundary Agreement between the Town and Village of Sussex, a copy of which is appended hereto as **Exhibit F**. The Lisbon/Sussex Boundary Agreement does establish a Future Growth Area for the Village of Sussex, but that growth area is not impacted, impeded, or otherwise affected by the VGA contemplated by this Plan. Furthermore, there are no rights the Village of Sussex has related to extraterritorial land division or plat approval or extraterritorial planning or zoning rights, that extend to any of the lands that are identified as a part of the Village Growth Area or the Joint Planning Area described in this Plan.

## **SECTION 5: Purposes.**

This Plan is intended to achieve the general purpose described in Sec. 66.0307(3)(b), Wis. Stats., which is to guide and accomplish a coordinated, adjusted, and harmonious development of the

Territory covered by the Plan consistent with each Municipality's comprehensive plan. The parties have further identified the following specific purposes of this Plan:

- a. To increase governmental efficiency through the sharing of services that have been provided separately by the Town and Village, which will eliminate duplicative or unnecessary expenditures.
- b. To assure orderly development by combining the land use planning, development and zoning functions of the Town and Village.
- c. To adjust common boundaries between the Town and Village taking into consideration the compactness of the resulting boundary, the current and future development of the territory subject to boundary adjustment, as well as the natural terrain and general topography of the area, all in accordance with the provisions of Sec. 66.0307(5)(c)5., Wis. Stats.

#### **SECTION 6: Consistency with Comprehensive Plans.**

Both the Town and Village currently maintain Comprehensive Plans developed in accordance with the provisions of Sec. 66.1001, Wis. Stats. The Municipalities have determined that the provisions of this Plan are consistent with the respective Comprehensive Plans of the Town and Village, copies of which have been submitted to the Department.

The Town of Lisbon Comprehensive Plan contemplates the use and implementation of Cooperative Plans adopted by the Town of Lisbon and submitted to the Department for review and approval in accordance with the provisions of Sec. 66.0307, Wis. Stats. The Comprehensive Plan acknowledges that among the purposes of such a Cooperative Plan is the adjustment of boundary lines between adjoining municipalities, and the provision of shared services. The Town's Comprehensive Plan at page 28, Exhibit F, notes that the validity of the 2002 Agreement between the Town and Village "is in some question", and accordingly recommended to the Town Board that the Town should investigate the possibility of building upon the existing agreements to form a Cooperative Boundary Agreement with Merton pursuant to the provisions of Sec. 66.0307, Wis. Stats. This Plan, then, is consistent with the Town's Comprehensive Plan as required by the provisions of Sec. 66.0307(3)(c), Wis. Stats.

Among the goals articulated in the Village of Merton Comprehensive Plan is to continue quality intergovernmental cooperation with surrounding municipalities to promote cost-efficient sharing of public services and infrastructure and continue the use of mutually beneficial boundary agreements or shared service agreements, such as the shared service agreement contemplated by this Plan. (Village of Merton Comprehensive Plan, Chapter 1, page 12). Consistent with the requirements of the Sec. 66.0307(5)(c), Wis. Stats., the enactment and submittal of this Plan to the Department for review and approval is consistent with the Merton Comprehensive Plan.

#### **SECTION 7: Existing Boundary and Boundary Changes.**

The existing common boundary line between the Town and Village, as of the effective date of this Plan, shall remain the common boundary line unless and until adjusted by attachment of Territory within the Village Growth Area, as provided in this Plan.

**SECTION 8: Village Growth Area.**

- A. Village Growth Area. The parties hereby designate certain Territory within the Town, as identified and depicted on **Exhibit D**, which is incorporated herein by reference, as the Village Growth Area ("VGA"). It is the intent of the parties that the VGA shall be detached from the Town and attached to the Village as provided more particularly in this Plan.
- B. Authorized Detachments. Any lands within the Territory identified and depicted on **Exhibit D** may be attached to the Village, without consent or approval by the Town, upon receipt and approval by the Village of a petition for detachment executed and delivered to the Village in accordance with the provisions of Sec. 66.0307(10), Wis. Stats. The Town acknowledges that the Village has a reasonable present or demonstrable future need for the property within the VGA. The Town agrees that it will not directly or indirectly oppose any such detachment nor will it financially support any person opposing such detachment.
- C. Detachment Within the VGA. The individual parcels in the VGA described and depicted on **Exhibit D** may be detached from the Town and attached to the Village, on an individual basis, separate basis or an aggregate basis pursuant to the procedures set forth below:
  1. Procedure for Voluntary Detachment. The procedure for detachment of any lands within the VGA shall be as follows:
    - a. The parcel owners desirous of attaching to the Village, developing or dividing an individual parcel(s) shall file a petition for detachment with the Town and Village clerks prior to being permitted to attach, develop, divide, or receive Village services.
    - b. The Village, within 45 days of receipt of a petition for detachment, may adopt an ordinance attaching the subject property(ies).
    - c. The Town, if required, within 45 days after receipt of the Village ordinance for attachment, shall adopt an ordinance detaching the subject property from the Town.
  2. Conditions of Detachment. The Town shall not permit development or division of individual parcel(s) within the VGA. The Town agrees to detach each individual parcel and the Village may attach each individual parcel upon the earliest of the following events:
    - a. Request through the submission of a petition for detachment as set forth above on the part of the owner(s) of each individual parcel to be attached to the Village.

- b. Any land division of any individual parcel, whether by, without limitation, certified survey map, subdivision plat, or metes and bounds legal description.
  - c. Development of any parcel located in the Village Growth Area, as that term is defined in Sec. 1 of this Plan.
- D. Involuntary Attachment/Detachment. Notwithstanding anything contained herein to the contrary, any Territory described or depicted on **Exhibit D** which has not been detached from the Town and attached to the Village, shall be detached, by ordinance adopted by the Village, upon the earlier of the following events:
  - 1. December 31, 2029; or,
  - 2. The incorporation of the Town of Lisbon as a Village or other incorporated municipality.
- E. Prohibited Annexations. No Town lands outside of the VGA shall be annexed, detached or otherwise transferred to the jurisdiction of the Village. The Village agrees that it will not, directly or indirectly, enact any ordinance or take any other action which would result in the transfer of any land or property from the Town except as set forth herein.

### **SECTION 9: Joint Planning.**

- A. Joint Planning Area. The parties have identified certain undeveloped areas which, when developed, will have impact upon both the Town and the Village. These areas, referenced herein as the Joint Planning Area ("JPA") and the Town's lands to become part of the Village, are identified in **Exhibit E** attached hereto. During the planning period, the parties agree to cooperate on matters relating to land use planning within the JPA and approve all use of lands within the JPA in the following manner:
  - 1. The Joint Planning Committee ("JPC") shall be comprised of 2 members from the Town and 2 members from the Village ("Member" or "Members").
  - 2. The Members who comprise the JPC shall be appointed by and serve at the discretion of the Village President or Town Chair for their respective municipalities. One of the members from each Municipality shall be a member of the Plan Commission of that municipality. The second member from each Municipality shall be from the governing body of that Municipality.
  - 3. The Clerk and/or Administrator from each Municipality shall serve as an advisor to the JPC.
  - 4. Any two members of the JPC may call meetings of the JPC by providing two weeks written notice thereof to each member of the JPC in addition to the Village and Town.

5. The JPC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.
6. In order to make a recommendation, a majority of the members from each municipality who are present at the meeting must join the recommendation.
7. The JPC shall receive, consider, and comment upon all applications for rezoning, conditional uses, PUDs, and plats that arise within the JPA.
8. Following each meeting, the JPC shall provide the Clerk and Plan Commission of the Municipalities with a copy of the minutes of the meeting. The minutes shall include a list of the members who were present at the meeting and that list shall identify the Municipalities that those members represent. The minutes shall also include a description of actions taken along with identifying which members voted in favor or, and which opposed, the proposed recommendations.
9. The JPC shall prepare, from time to time, a formal Land Use Plan for JPA, and shall submit the Land Use Plan to the Town Board and Village Board for its review, consideration and approval. Any issues involving the review, consideration and approval of a Joint Land Use Plan shall be resolved by submitting the Plan to Waukesha County, and the County's resolution of any such issues shall be binding upon both parties. The parties have determined that any issue involving the review, consideration or approval of the Joint Land Use Plan should be resolved by Waukesha County because the lands remain in the Town and are subject to the Comprehensive Plan adopted by Waukesha County.
10. The zoning and other codes of the Town shall govern all reviews or other matters undertaken by the JPC.

**SECTION 10: Shared Services.**

- A. Shared Services Committee. The Shared Services Committee ("SSC"), as defined below, shall consider, review and make recommendations to the Town Board and Village Board relating to the existing Shared Services Contract, and shall also consider and recommend to the Town and Village additional shared services, including but not limited to fire and emergency medical services, police protection, public works and other community services which contracts will benefit both Municipalities.
  1. The SSC shall be comprised of two members from the Town and two members from the Village.
  2. The members who comprise the SSC shall be appointed by the Village President and Town Chair for their respective delegates. One of the members from each municipality shall be a member of the Plan Commission of that municipality. The

second member from each municipality shall be from the governing body of that municipality.

3. The Clerk and/or Administrator from each municipality shall serve as advisors to the SSC.
4. The SSC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon the Municipalities.
5. In order to make a recommendation, a majority of the members from each municipality who are present at the meeting must join the recommendation.
6. Following each meeting, the SSC shall provide the clerk of each municipality with a copy of the Minutes of the meeting. The Minutes shall include a list of the Members who were present at the meeting and that list shall identify the municipalities that those Members represent. The Minutes shall also include a description of actions taken along with identifying which Members voted in favor of, and which opposed, proposed recommendations.
7. The SSC shall, at a minimum, not later than September 1<sup>st</sup> of each year during which this Plan is in effect, review the current status of all shared services or potential shared services, and submit a written recommendation to the Town and Village identifying all current and potential shared services which could be more efficiently and economically delivered, jointly, to the residents of the Town and Village. The Town and Village shall, within thirty (30) days of the receipt of such written recommendation, conduct a joint meeting of both the Town Board and Village Board for the purpose of reviewing, discussing and taking action, as deemed necessary, based upon the recommendation of the SSC.

B. Shared Services. As of the adoption of this Plan, the Town and Village, have adopted and implemented various contracts providing for the delivery of municipal services to both Town and Village residents in accordance with the requirements of Sec. 66.0307(5)(c)3., Wis. Stats. Those shared services evidenced by contracts are described more particularly as follows:

1. *Snow Plowing and Ice Control Services.* Effective December 12, 2016, the Town and Village entered into a shared services contract relating to snow plowing and ice control services. Under the terms of the contract, the snow plowing and ice control services are provided by the Town, and the Village has agreed to compensate the Town for those services in accordance with the terms of the contract. The term of this Agreement, a copy of which is appended hereto as **Exhibit G**, extends for a period of ten (10) years, terminating on April 30, 2026. The Contract further permits the Village, at the option of the Village, to extend the Shared Services Contract on a year to year basis following the expiration of the ten (10) year term, and that option shall extend during the term of this Plan.

2. *Compost Site.* Effective October 18, 2018, the Town and Village entered into a shared services contract relating to the Compost Site Agreement under the terms of which the Town has agreed to provide to the Village a compost site, subject to the hours and dates of operation and use of the site by Village residents as provided in the terms of the Agreement, and subject to payments made by the Village as provided in the Agreement. This Agreement, a copy of which is appended hereto as **Exhibit H**, provides for a termination date of December 31, 2020.

The compost site is located on private property, the extension of the Compost Agreement following the December 31, 2020, date is contingent upon the property owner's permission to allow the Town and Village to utilize the site beginning January 1, 2021. In the event the site is no longer available, the location of a new site shall be a matter referred to the SSC for its review and recommendation to the Town and Village Boards.

3. *Other Shared Services.* As of the effective date of this Plan, additional shared service agreements have been considered, and will be considered by the Shared Services Committee during the term of this Plan. Additional contracts have not yet been entered into relating to additional services for the following:
  - a. *Police Protection:* Both Municipalities contract with Waukesha County Sheriffs Department to provide police protection for their communities. Since neither the Town nor Village operate a police department, it is not feasible or viable to explore shared services as it relates to police protection at this time.
  - b. *Fire and Emergency Medical Services:* The Town and Village currently provide fire and emergency medical services for their respective residents. Although the Town and Village have explored the possibility of creating a single department, both the Town and Village have determined that the creation of a fire district, which would include municipalities in addition to the Town and Village, will provide the most cost efficient method of providing fire and emergency medical services to residents of the Town and Village. As of the execution of this Agreement, the Town and Village have been actively involved in the negotiations of a Joint Fire District, and both the Town and Village anticipate that the creation of a Joint Fire District that will provide fire and emergency medical services to residents of both the Town and Village will be accomplished by the end of 2020. In the event a Joint Fire District is not created, both the Town and Village agree to refer to the SSC for review and recommendation to any issues regarding the provision of fire and emergency medical services to residents of the Town and Village.
  - c. *Water and Sewer Service.* The Village does not own, operate, or maintain either a municipal sanitary sewer service system or municipal water system. Residents and business located in the Village obtain sanitary sewer service by use of septic systems or holding tanks, and water service by private wells.

The Town does have the ability to provide sanitary sewer service to some Town residents, but that service is limited, by contract with the Village of Sussex, to areas of the Town which are outside of both the Sussex/Village Growth Area and the Joint Planning Area. Therefore shared service agreements relating to the provision of sanitary sewer and water services is neither viable nor practical.

- d. *Parks.* Both the Town and Village maintain parks and recreational facilities for their respective residents. Upon approval of this Plan, the SSC shall be directed to review and determine whether shared services relating to the use and maintenance of those facilities is viable, and that report shall be filed with the Town and the Village.

### **SECTION 11: Dispute Resolution.**

- A. Scope. All disputes over the interpretation or application of this Plan shall be resolved according to the dispute resolution procedures contained in this Section.
- B. Mediation. If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
  1. Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
    - a. Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within 5 days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chair fails to appoint a mediator, by the American Arbitration Association.
    - b. The mediation session shall take place within 45 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
    - c. In the event that a mediator is used, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 120 days prior to the first scheduled mediation session. The parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.
    - d. The mediator does not have authority to impose a settlement upon the parties but will attempt to help the parties reach a satisfactory resolution of their dispute. All mediation sessions are private. The parties and their representatives may attend mediations sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

The parties shall not rely on, or introduce as evidence in any arbitrable, judicial, or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other party in the course of the mediation proceedings.

e. The expense of a mediator, if any, shall be borne equally by the parties.

C. Arbitration. If unresolved after Section 10 B. above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator, they will request an arbitrator from the American Arbitration Association. The parties may agree to an alternative method for the selection of the single arbitrator.

1. The Town and the Village will equally divide the fees of the arbitrator as well as the costs of court reporters, if any. The parties are responsible for the fees of their own attorneys and expert witnesses subject to any award of costs or fees by the arbitrator.
2. The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of the State of Wisconsin. The award is final and binding and shall be enforceable at law. The arbitration provisions of Chapter 788, Wis. Stats. shall apply to the arbitration proceedings unless the parties otherwise agree.
3. The parties agree that arbitration proceedings must be instituted within 1 year after the claimed breach was discovered or in the exercise reasonable diligence could have been discovered and that the failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

## **SECTION 12: Division of Assets and Liabilities.**

The Town and Village agree that no adjustment relating to division of assets and liabilities were required as a result of any future transfer of land under the terms of this Plan.

## **SECTION 13: Planning Period/Term of Plan.**

The Planning Period, as that term is defined in Sec. 66.0307, Wis. Stats., shall be for a period of twenty (20) years, commencing as of the effective date of this Plan. The Town and Village have determined that a twenty (20) year period of time is a reasonable of time for the duration of this Plan, taking into consideration that all lands within the Village Growth Area will have been attached to the Village during that period of time, and the Development of all undeveloped lands within the Joint Planning Area will likely have occurred during that term. In establishing this term, both the Town and Village recognized that the term of the Plan can be extended, particularly as it relates to the Joint Planning Activities, should the extension of the Plan be reasonable and be deemed appropriate by both the Town and Village.

The Town and Village agree to review any issues regarding the need for future boundary adjustment of the common boundary line following the attachment of all lands within the Village Growth Area, at periodic intervals of at least every five (5) years after the date of this Plan, in order to facilitate the smooth and effective implementation of the goals and policies embodied in this Plan. However, these review time intervals are suggestive only and not binding on either party to conduct mandatory periodic reviews of this Plan. Nothing in this Plan shall be construed to require the parties to detach, attach, or annex territory in response to the periodic reviews described above. All rights are reserved by each party.

#### **SECTION 14: General Provisions.**

- A. Other Agreements. This Plan shall supersede the 2002 Intergovernmental Cooperative Agreement between the Town and Village pursuant to the provisions Sec. 66.0301 and Sec. 66.0225, Wis. Stats., which agreement was approved by the Town on February 25, 2002 and by the Village on March 5, 2002.
- B. No Waiver. The failure of either party to require strict performance with any provision of this Plan will not constitute a waiver of the provision or any of the rights under this Plan. Rights and obligations under this Plan may only be waived or modified in writing. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party.
- C. Performance Standard. This Plan requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Plan imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld.
- D. Construction. This Plan shall be literally construed to accomplish in this Plan is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Plan should be construed to give a reasonable meaning to each of its provisions and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.
- E. Enforceability. The enforceability of this Plan will not be affected by statutory amendments, changes in the forms of Village or Town government, or changes in elected officials. The parties agree that this Plan is binding on their respective successors, agents, and employees.
- F. Smart Growth Law. The parties acknowledge that this Plan has been executed after the Wisconsin Legislature's enactment of Sec. 66.1001, Wis. Stats., which pertains to comprehensive land use planning. The preceding is generally referred to as "Smart Growth Law." The parties acknowledge that they have entered into this Plan in contemplation of the standards and requirements of the Smart Growth Law. This Plan is intended to be an Intergovernmental Cooperation Agreement under the Smart Growth Law and therefore may be amended, if necessary, to comply with the requirements of the Smart Growth Law.

- G. Incorporation. The Village agrees that it shall not object or in any way oppose any attempt(s) by the Town to incorporate. In the event of the incorporation of the Town as Village or other incorporated municipality, the terms and conditions of this Plan shall continue until termination of the Plan as provided herein.

IN WITNESS WHEREOF, the parties will have caused the execution of this Plan by their duly authorized officers as of the date first written above.

(signatures on following pages)

VILLAGE OF MERTON

By: \_\_\_\_\_  
Ron Reinowski, Village Board President

Approved as to form:

Attest:

\_\_\_\_\_  
August Fabyan, Village Attorney

\_\_\_\_\_  
Thomas Nelson, Village Clerk/Treasurer

\_\_\_\_\_  
Mark Baral, Village Trustee

\_\_\_\_\_  
Mike Schwabe, Village Trustee

\_\_\_\_\_  
Jeff Smith, Village Trustee

\_\_\_\_\_  
Bruce Blawat, Village Trustee

STATE OF WISCONSIN     )  
  )ss.  
COUNTY OF WAUKESHA    )

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above-named Ron Reinowski, Village Board President of the Village of Merton, Thomas Nelson, Clerk/Treasurer of the Village of Merton, and Village Trustees Mark Baral, Mike Schwabe, Jeff Smith and Bruce Blawat, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Village of Merton.

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

TOWN OF LISBON

By: \_\_\_\_\_  
Joseph Osterman, Town Chairperson

Approved as to form:

Attest:

\_\_\_\_\_  
James W. Hammes, Town Attorney

\_\_\_\_\_  
Steven A. Braatz, Jr., Interim Town  
Clerk-Treasurer

\_\_\_\_\_  
Tedia Gamiño, Supervisor #1

\_\_\_\_\_  
Marc Moonen, Supervisor #2

\_\_\_\_\_  
Linda Beal, Supervisor #3

\_\_\_\_\_  
Rebecca Plotecher, Supervisor #4

STATE OF WISCONSIN     )  
  )ss.  
COUNTY OF WAUKESHA    )

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above-named Joseph Osterman, Town Chairperson of the Town of Lisbon, Steven A. Braatz, Jr., Interim Clerk-Treasurer of the Town of Lisbon, and Town Supervisors Tedia Gamiño, Marc Moonen, Linda Beal, and Rebecca Plotecher, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Town of Lisbon.



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

**EXHIBITS**

- Exhibit A: February 25, 2002 Boundary Stipulation and Intergovernmental Cooperation Agreement Between the Town of Lisbon and the Village of Merton.
- Exhibit B: Legal Description for the Town of Lisbon.
- Exhibit C: Legal Description for the Village of Merton.
- Exhibit D: Village Growth Area.
- Exhibit E: Joint Planning Area.
- Exhibit F: Village of Sussex Boundary Agreement.
- Exhibit G: Shared Services Contract: Snow Plowing and Ice Control Services.
- Exhibit H: Shared Services Contract: Compost Agreement.