



**TOWN OF LISBON
MEETING AGENDA
TOWN BOARD**

*Town Chairperson: Joseph Osterman, Chair
Supervisors: Tedia Gamino, Marc Moonen, Linda Beal, Rebecca Plotecher*

Monday, August 24, 2020

6:30 PM

Richard Jung Memorial Fire Station
Board Room
N54W26455 Lisbon Rd.

Regular Meeting

Join Zoom Meeting Online: <https://zoom.us/j/93239589297?pwd=WG1UT2pyekdwVmIxTk55WWJGN3ZnUT09>
Enter Meeting ID: 932 3958 9297. Enter Passcode: 354174

Join Zoom Meeting by Phone: Dial 1-312-626-6799. Enter Meeting ID: 932 3958 9297. Enter Password: 354174

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Comments from citizens present

Citizens are invited to share their questions, comments, or concerns with the Town Board. When speaking, citizens should state their name and address for the record and limit their presentation to three minutes. Where possible, the Board will answer factual questions immediately. If a response would involve discussion of Board policy or decisions, which might be of interest to citizens, not present at the meeting, the Board may place the item on a future meeting agenda.

5. Administrator Report

This is an opportunity for Town Administrator to report on departmental operations and projects. Matters require no action or approval.

6. Supervisor 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.

7. Minutes

Discussion and possible action on the following minutes:

A. Approval of the July 27, 2020 regular Town Board meeting minutes

8. Unfinished Business

Discussion and possible action on the following item:

A. Resolution relative to approval of the Boundary Stipulation and Intermunicipal Agreement between the Town of Lisbon and the Village of Sussex

9. New Business

Discussion and possible action on the following items:

- A. Development proposal by TR Capital for the development of the Lied's Property
- B. Engagement of legal services of Boardman & Clark LLP to the Town of Lisbon with respect to a Water Agreement between the Town and the Village of Sussex and the required Public Service Commission of Wisconsin approvals
- C. Preliminary estimate of the January 1, 2020 population for the Town of Lisbon of 10,564
- D. Schedule for Successor of Agent, appointing Anthony Hawks as Agent of Casey's General Store #3710
- E. 2020-2021 New Operator's License for David P. Hess
- F. Discussion on Town of Lisbon newsletter – paper v. digital
- G. Discussion on posting of house numbers due to new USPS mailbox regulations
- H. Vouchers Payable report for reporting dates of 7/28/2020-8/6/2020 in the amount of \$58,484.21
- I. Vouchers Payable report for reporting dates of 8/11/2020-8/20/2020 in the amount of \$228,870.34
- J. Monthly report of ACH & Autopays – July 2020

10. Plan Commission Recommendations

Discussion and possible action on the following Plan Commission Recommendation:

- A. Ordinance rezoning LSBT 0240 992 002, from M-2 Industrial District to B-3 General Business District in the Town of Lisbon, Waukesha County, Wisconsin
Note: Plan Commission recommended approval on August 13, 2020

11. Upcoming Town Boards, Commissions, and Committee Meetings

Town Board, Plan Commission, Board of Appeals, and Sanitary Sewer District #1 Commission meet in the Board at Town Hall, W234N8676 Woodside Rd. Park Committee and Police & Fire Commission meet at Richard Jung Memorial Fire Station, N54W26455 Lisbon Rd.

- A. Plan Commission: Thursday, September 10, 2020 – 6:30 PM
- B. Town Board: Monday, September 14, 2020 – 6:30 PM

12. Matters for Possible Closed Session Discussion

The Town Board may convene in closed sessions pursuant to the provisions of Wis. Stat. 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically to discuss hiring the Town Treasurer, and Interim Clerk-Treasurer Contract. This Board may reconvene in open session after completion of the closed session to consider the balance of the agenda.

13. Adjournment

Joseph Osterman
Town Chairman

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

All meetings of the Town Board are public meetings. In order for the general public to make comments at the meetings, the individual(s) must be scheduled (as an appearance) with the chair or the appropriate staff contact; otherwise, the meeting of the board is a working session for the board itself, and discussion by those in attendance is limited to board members, staff and others that may be a party to the matter being discussed.

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

AMERICANS WITH DISABILITIES ACT NOTICE: Upon reasonable notice (at least 72 hours in advance) the Town will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City

NOTICE OF POSSIBLE QUORUM: 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

Parks Monthly Report AUGUST 2020

Job task completed or still in progress:

- ☺ Staff replaced 2 damaged playground equipment on crawl tunnel in Community Park and replace the seat on the digger sand toy in Lisbon Oaks Park.
- ☺ Staff replaced several broken glass blocks in the maintenance building lunch room and front office.
- ☺ Repainted Hilltop, Downunder, Hex open air shelters in Community Park. and in Stony Halquist and Lisbon Oaks Parks.
- ☺ Staff has trimmed the plants around the restroom areas in Community Park.
- ☺ Staff has been performing sport field maintenance on all fields.
- ☺ Installed 2 new signpost in Community Park:
- ☺ Removed 3 ash trees in Community Park and 1 in Halquist Park.
- ☺ Weekly Mowing of parks open green spaces and municipal grounds continues.
- ☺ Replaced the waterfall pump and fixed problems with the riverbed bottom on the waterfall in Community.
- ☺ Restroom facilities are sanitized daily during the week.
- ☺ Open-air shelters are cleaned before and after each use
- ☺ Wood chipping around trees and planting beds throughout the park system to help maintain weed control.
- ☺ General equipment maintenance is be completed as needed.

EAB UPDATE:

- ☺ Park Staff has removed many a dead or dying ash trees from the park system due to the Emerald Ash Borer insect.
As of August 14 , 2020 Ash tree removal counts is as follows: 18 from Plainview Pkwy, 7 in Stone Family Park, 16 in Community Park, 6 in Lisbon Oaks Park , 3 in Town Hall Park and 3 in Halquist Park . Staff will continue removing ash trees throughout the Lisbon Park System as staffing and weather allows. Brush is hauled to compost site.

Submitted by:
John Greiten
Lisbon Park Director

JULY 2020 DPW MONTHLY REPORT



TOWN BOARD & ADMINISTRATOR,

- Staff completed the asphalt restoration from culvert replacement on Hillside Lane and McKerrow Drive
 - Staff milled and patch sections of Hillside Road in advance of the granite chip seal that will be taking place soon
 - Staff performed ditching work along Ridge Drive
 - Staff performed a mid-season brush grinding at the compost site and hauled wood chips out
 - Staff mowed vacant lots as needed per the Weed Commissioner's request
 - Staff started the second round of roadside mowing
 - Staff installed white and black markers to mark out right of way hazards and culverts
 - Staff spent time cleaning street signs in two different locations in Town that were hit with graffiti
 - Staff trimmed trees along Plainview Road at the railroad crossing per the request of the Railroad Commissioner's office
 - Staff maintained the Compost Site by keeping the dropped off material pushed up
 - Staff performed repairs and preventive maintenance on trucks and equipment as needed
-
- I attended the monthly WCPWA meeting at the Ingleside Hotel, where I am serving as the Vice President of the committee.
 - I performed the Weed Commissioner duties as needed.
 - I attended an onsite meeting regarding a Sussex water main that will potentially be installed within the Town's R/W along Plainview Road.
 - With Covid - 19 present, we continue to take steps to stay safe within the Highway Department.
 - I spent a lot of time with staff throughout the month performing asphalt restoration and asphalt repair. As well as assisting with grinding at the Compost Site and equipment maintenance in the shop.

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

May 2020 Fire Chiefs Report Continued

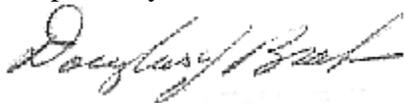
Notes on special activities and events:

1. May 19th, Lisbon FD / Flight for Life's Blood Drive at Richard Jung Memorial Fire Station

Meetings attended by the Chief:

1. May 4th, Officer meeting
2. May 11th, Emergency Operations meeting
3. May 13th, Annual Meeting
4. May 18th, Emergency Operations meeting
5. May 26th, Emergency Operations meeting
6. May 27th, Hartland FD Chief meeting
7. May 29th, Bark River Chiefs meeting
8. May 30th, Bark River meeting

Respectfully Submitted;

A handwritten signature in black ink, appearing to read "Douglas J. Brahm". The signature is written in a cursive style with a large initial "D".

Douglas J. Brahm
Lisbon Fire Chief

July 2020 Fire Chiefs Report Continued

Notes on special activities and events:

1. July 1st, CPR classes for Meridian Dental
2. July 24th, Stood by at HHS Graduation Ceremony
3. In July the Department had a corona virus outbreak, 3 positive, and 9 tested for virus. All back to work at time of this report.

Meetings attended by the Chief:

1. July 2nd, Meeting Town Attorney
2. July 14th, Bark River meeting
3. July 20th, Meeting with Lisbon, Merton, & Sussex Fire and Associate Fire Chiefs

Respectfully Submitted;

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

Douglas J. Brahm
Lisbon Fire Chief

June 2020 Fire Chiefs Report Continued;

Notes on special activities and events:

1. June 13th, Bark River Departments live fire training Pauline Haas House
2. Department continued COVID 19 operations and isolation procedures.

Meetings attended by the Chief:

1. June 2nd, Bark River Joint meeting Lisbon and Merton meeting all staff.
2. June 8th, Emergency Operations meeting
3. June 30th, Officer meeting

Respectfully Submitted;

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

Douglas J. Brahm
Lisbon Fire Chief



**TOWN OF LISBON
MEETING MINUTES
TOWN BOARD**

*Town Chairperson: Joseph Osterman, Chair
Supervisors: Tedia Gamiño, Marc Moonen, Linda Beal, Rebecca Plotecher*

Monday, July 27, 2020

6:35 PM

Town Hall, Board Room
W234N8676 Woodside Rd.

DRAFT

1. Call to Order

Chairman Osterman called the regular Town Board meeting to order at 6:35 PM.

2. Roll Call

Board Members present: Tedia Gamiño
Marc Moonen
Linda Beal
Becky Plotecher
Joe Osterman, Town Chair

Also present: Steven Braatz, Jr., Interim Clerk-Treasurer

3. Pledge of Allegiance

The Town Board recited the Pledge of Allegiance.

4. Comments from citizens present

None.

5. Department Reports

- A. Clerk-Treasurer**
- B. Parks Department**
- C. Public Works Department**

Reports only. No action taken.

6. Supervisor's Reports

Beal reported on the Sanitary Sewer District Committee and their decision on grinder pumps. Plotecher mentioned there may be a Public Safety meeting in the near future.

7. Minutes

A. Approval of the May 11 and July 13 Regular Town Board meeting minutes and July 11 and July 15 Special Town Board meeting minutes

The May 11 minutes mentioned Moonen reporting on the DPW monthly report, but he was not in attendance. His name should be removed.

Motion by Moonen, seconded by Gamiño, to approve the minutes of the May 11, 2020 Regular Town Board meeting as amended. Motion carried.

Motion by Moonen, seconded by Gamiño, to approve the minutes of the July 13 Regular Town Board meeting and July 11 and July 15 Special Town Board meetings. Motion carried.

8. New Business

A. Vouchers Payable report for reporting dates of 7/14/2020-7/23/2020 in the amount of \$150,132.98

Motion by Beal, seconded by Plotecher, to approve the vouchers payable report for reporting dates of 7/14/2020-7/23/2020 in the amount of \$150,132.98. Motion carried.

B. Retirement Agreement for Paul Pichler, Parks Department

Motion by Beal, seconded by Beal, to authorize the Town Chair and staff to negotiate and execute the retirement agreement for Paul Pichler, Parks Department, including paying accrued vacation and working out the insurance. Motion carried.

C. The Preserve at Harvest Ridge Development – Phase 1 letter of credit reduction request No. 2 in the amount of \$408,880.34

Motion by Plotecher, seconded by Moonen, to approve the Preserve at Harvest Ridge Development – Phase 1 letter of credit reduction request No. 2 in the amount of \$408,880.34. Motion carried.

D. The Preserve at Harvest Ridge Development – Phase 2 letter of credit reduction request No. 1 in the amount of \$191,588.00

Motion by Moonen, seconded by Gamiño, to approve the Preserve at Harvest Ridge Development – Phase 2 letter of credit reduction request No. 1 in the amount of \$191,588.00. Motion carried.

E. Ordinance to repeal and recreate Section 2.02 of the Town of Lisbon code relating to attending meetings through videoconferencing or teleconferencing

Motion by Moonen, seconded by Plotecher, to adopt the ordinance to repeal and recreate Section 2.02 of the Town of Lisbon code relating to attending meetings through videoconferencing or teleconferencing. Motion carried (Gamiño).

9. Plan Commission Recommendations

A. Request for Neumann Developments Inc., for the property located on the west side of Hillside Drive adjacent to Beverly Lane in the Town of Lisbon, tax key LSBT 0205.995 and LSBT 0208.987, for a Final Plat for Phase 1 of the Hillside Ridge subdivision

Motion by Moonen, seconded by Plotecher, to approve the request for Neumann Developments Inc., for the property located on the west side of Hillside Drive adjacent to Beverly Lane in the Town of Lisbon, tax key LSBT 0205.995 and LSBT 0208.987, for a Final Plat for Phase 1 of the Hillside Ridge subdivision, in accordance with the Planner's Report dated July 23, 2020. Motion carried.

B. Request from Mike Kaerek, for the properties located at W275N9101 Lake Five Road, tax key LSBT 0167.999.001 and LSBT 0167.999, for a Final Plat for the Haass Farms subdivision

Motion by Plotecher, seconded by Moonen, to approve the request from Mike Kaerek, for the properties located at W275N9101 Lake Five Road, tax key LSBT 0167.999.001 and LSBT 0167.999, for a Final Plat for the Haass Farms subdivision, in accordance with the Planner's Report dated July 23, 2020. Motion carried.

C. Request for Frank Gross, for the property located at N80W23792 Plainview Road, LSBT 0187.998.009, to approve a four-lot Certified Survey Map and associated driveway easements

Motion by Moonen, seconded by Beal, to approve the request for Frank Gross, for the property located at N80W23792 Plainview Road, LSBT 0187.998.009, to approve a four-lot Certified Survey Map and associated driveway easements, in accordance with the Planner's Report dated July 23, 2020. Motion carried.

10. Boards, Committees and Commission Appointments/Elections

A. Re-appointments by Chairman Osterman of Ed Nelson, Tedia Gamino, and Jill Pichler as members of the Town of Lisbon Park Committee, their three-year terms to expire July 1, 2023

Motion by Moonen, seconded by Beal, to approve the re-appointments by Chairman Osterman of Ed Nelson, Tedia Gamino, and Jill Pichler as members of the Town of Lisbon Park Committee, their three-year terms to expire July 1, 2023. Motion carried.

11. Upcoming Town Boards, Commissions, and Committee Meetings

Town Board, Plan Commission, Board of Appeals, and Sanitary Sewer District #1 Commission meet in the Board at Town Hall, W234N8676 Woodside Rd. Park Committee and Police & Fire Commission meet at Richard Jung Memorial Fire Station, N54W26455 Lisbon Rd.

A. Town Board: Monday, August 10, 2020 – CANCELLED

B. Plan Commission: Thursday, August 13, 2020 – 6:30 PM

C. Park Committee: Monday, August 17, 2020 – 6:30 PM

D. Sanitary Sewer District #1 Commission: Wednesday, August 19, 2020 – 6:30 PM

E. Town Board: Monday, August 24, 2020 – 6:30 PM

Braatz noted that the August 13 Plan Commission meeting will have several joint Town Board/Plan Commission public hearings, so a quorum of the Board is needed. Osterman noted the August 24 Town Board meeting will be held at the Richard Jung Memorial Fire Station. Report only. No action taken.

12. Adjournment.

Motion by Gamiño, seconded by Beal, to adjourn the meeting at 7:26 p.m. Motion carried.

Respectfully Submitted,

Steven Braatz, Jr.
Interim Clerk-Treasurer

RESOLUTION 12-20

RESOLUTION RELATIVE TO APPROVAL OF THE BOUNDARY STIPULATION AND INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF LISBON AND THE VILLAGE OF SUSSEX

WHEREAS, the Town and the Village (herein collectively the "Parties"), in accordance with the provisions of Sec. 66.0225, Wis. Stats., entered into a "Boundary Stipulation and Intergovernmental Cooperation Agreement" on January 22, 2001 (herein the "2001 IGA"); and,

WHEREAS, pursuant to the provisions of Sec. 66.0225, Wis. Stats., the 2001 IGA was submitted to the Circuit Court of Waukesha County (Case No. 99-CV-2407) and the Court, upon the request of the Parties, entered a Judgment on March 12, 2001 approving the 2001 IGA and incorporating the terms of the 2001 IGA into the Court's Judgment (herein the "Judgment"); and,

WHEREAS, the Parties desire to terminate the 2001 IGA and petition the Court for entry of an Order satisfying the Judgment; and,

WHEREAS, Wis. stats. section 66.0301(6)(a) provides any two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of a common boundary line between the municipalities; and,

WHEREAS, the Parties have previously entered into agreements related to the extension of utility services by the Village to the Town and Town of Lisbon Sanitary District No. 1 (herein the "Utility Agreements"), which agreements are identified in more detail herein; and,

WHEREAS, the Town and Village desire to enter into new Utility Agreements that shall supersede the prior Utility Agreements as provided herein and be incorporated into a new Boundary Stipulation and Intermunicipal Agreement; and,

WHEREAS, Wis. stats. section 66.0301(6) (c) 1. provides that before the new Boundary Stipulation and Intermunicipal Agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Village of Sussex approves the Boundary Stipulation and Intermunicipal Agreement dated July 23, 2020.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 24th day of August, 2020.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: _____
JOSEPH OSTERMAN, Chairman

ATTEST:

BY: _____
STEVEN A. BRAATZ, JR.
Interim Clerk-Treasurer



**BOUNDARY STIPULATION AND INTERMUNICIPAL AGREEMENT
BETWEEN
THE TOWN OF LISBON AND THE VILLAGE OF SUSSEX**

This Agreement entered into this 23rd day of July, 2020, between the Town of Lisbon, "Town", organized and existing under the laws of the State of Wisconsin, and the Village of Sussex, the "Village", a municipal corporation organized and existing under the laws of the State of Wisconsin.

WHEREAS, the Town and the Village (herein collectively the "Parties"), in accordance with the provisions of Sec. 66.0225, Wis. Stats., entered into a "Boundary Stipulation and Intergovernmental Cooperation Agreement" on January 22, 2001 (herein the "2001 IGA"); and,

WHEREAS, pursuant to the provisions of Sec. 66.0225, Wis. Stats., the 2001 IGA was submitted to the Circuit Court of Waukesha County (Case No. 99-CV-2407) and the Court, upon the request of the Parties, entered a Judgment on March 12, 2001 approving the 2001 IGA and incorporating the terms of the 2001 IGA into the Court's Judgment (herein the "Judgment"); and,

WHEREAS, the Parties desire to terminate the 2001 IGA and petition the Court for entry of an Order satisfying the Judgment; and,

WHEREAS, Wis. stats. section 66.0301(6)(a) provides any two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of a common boundary line between the municipalities; and,

WHEREAS, prior to requesting satisfaction of the Judgment, the Parties desire to enter into a new Boundary Agreement and Intermunicipal Agreement in accordance with the provisions of Sec. 66.0301, Wis. Stats., the purpose of which is to permanently establish boundaries between the Town and Village, provide the extension of municipal services, and address other matters of mutual interest between the Parties; and,

WHEREAS, the Parties have previously entered into agreements related to the extension of utility services by the Village to the Town and Town of Lisbon Sanitary District No. 1 (herein the "Utility Agreements"), which agreements are identified in more detail herein; and,

WHEREAS, the Town and Village intend that the terms of this Agreement shall supersede the prior Utility Agreements as provided herein; and,

WHEREAS, Wis. stats. section 66.0301(6)(c) provides that before this Agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution and before each municipality may adopt a resolution, a public hearing on the agreement must be held after due notice; and,

WHEREAS, on the 23rd day of July, 2020, after due notice at joint public hearing, this Boundary Stipulation and Intermunicipal Agreement between the Town of Lisbon and the Village of Sussex was approved by the Town Board and by the Village Board;

NOW, THEREFORE, in consideration of the mutual promises herein stated, relief from the uncertainty and expense of litigation, and other good and valuable consideration, receipt and sufficiency of which is acknowledged, and under Wis. stats. section 66.0301, the Parties agree as follows:

I. TERMINATION OF THE 2001 IGA.

The 2001 IGA is terminated, and the terms, conditions and obligations imposed upon are required of both Parties under the terms of the 2001 IGA are no longer in force and effect. The Parties shall jointly petition the Circuit Court of Waukesha County for entry of an Order satisfying the Judgment which approved and adopted the 2001 IGA.

II. VILLAGE GROWTH AREA.

- A. The Parties have identified certain territory within the Town, and referred to herein as the Village Growth Area (“VGA”) which territory is described and depicted on **Exhibit C** which is appended hereto and incorporated herein by reference. All territory within the VGA shall be detached from the Town and transferred to the Village. The transfer of these territories from the Town may occur by annexation or detachment as provided herein.

Pursuant to the provisions of Sec. 66.0301(6)(b), Wis. Stats., any lands within the VGA as of the incorporation of the Town, or July 22, 2030, shall be detached from the Town and attached to the Village, which event is referred to herein as the “VGA Sunset”. The attachment of the lands within the VGA which remain in the Town as of the occurrence of the event which triggers the VGA Sunset shall be accomplished by the enactment of an

Ordinance by the governing body of the Village in accordance with the provisions of Sec. 66.0301(6)(e), Wis. Stats.

- B. It is the intent of the Parties to encourage the detachment of the VGA from the Town prior to the VGA Sunset date, and accordingly, the Town shall not permit development or division of individual parcels within the VGA. Upon occurrence of any of the following events, the Town and Village shall adopt detachment ordinances transferring jurisdiction of the individual parcels from the Town to the Village upon the occurrence of any of the following events:
1. The owners' request of each individual parcel to be attached the village.
 2. Any land division, or the combination of individual parcels of land whether the land division or land combination occurs by certified survey map, subdivision plat, mete and bounds legal description, deed, judgment, or any other method accomplishing the same.
 3. Request of any property owner for the extension of any Village service, including but not limited to sanitary sewer and water service.
 4. The development of any parcel. As used herein, the term "Development" shall include any request for rezoning, application for issuance or modification of a Conditional Use or Special Use Permit, application for any Use Variance, Site Plan or Plan of Operation, the approval of which is required under the Town Zoning Code for any change of use of the Parcel.
 5. Any structural improvement to the Property, the estimated fair market value of which is five thousand dollars (\$5,000.00) or more.
- C. Before the VGA Sunset, or upon the occurrence of an event requiring the detachment of a Parcel as provided in paragraph B above, the Village shall enact an Ordinance attaching the Parcel or Parcels to the Village, and shall provide the Town with a copy of the Attachment Ordinance. The Town, within forty-five (45) days of the receipt of the Village Attachment Ordinance, enact a similar Ordinance detaching the Parcel or Parcels from the Town, and shall provide the Village with the Detachment Ordinance. The Village Clerk shall thereafter file, record and send copies of the Attachment and Detachment Ordinances and any other required documentation, in accordance with the provisions of Sec. 66.02217(9)(a), Wis. Stats. The failure to file, record or send all of the information required

by Sec. 66.02217(9)(a), Wis. Stats., shall not invalidate the Attachment/Detachment Ordinance, and the duty to file and record the same shall be a continuing duty. The Village shall not be obligated to pay to the Town any share of the property tax related to parcels attached to the Village pursuant to the provisions of Sec. 66.02217(9)(a), Wis. Stats.

III. ESTABLISHMENT OF PERMANENT BOUNDARY BETWEEN TOWN AND VILLAGE.

Pursuant to the provisions of Sec. 66.0301(6)(b), Wis. Stats., the boundaries established by this Agreement shall remain be permanent and fixed boundaries of both the Town and the Village. The permanent and fixed boundaries of the Village, including the VGA, are described and depicted on **Exhibit A**. The permanent and fixed boundaries of the Town are depicted and described on **Exhibit B**.

IV. INCORPORATION OF THE TOWN

The Village shall henceforth support the incorporation of the Town as an incorporated municipality which shall include the permanent and fixed boundaries of the Town as depicted on **Exhibit B**. Such support shall include, but not be limited to, communications by the Village to the Department of Administration that the Village supports any incorporation proceeding which incorporates the permanent and fixed boundaries of the Town as described herein. Notwithstanding anything contained herein to the contrary, the obligation and commitment by the Village as set forth in this section shall survive termination of this Agreement.

V. DESIGN CRITERIA IN “VILLAGE GATEWAY” AREAS OF THE TOWN.

There are four (4) “Village Gateway” areas that are, and will continue, to be located within the Town. The Village Gateway areas are depicted on **Exhibit D**.

The Parties agree that the design standards set forth in **Exhibit E** of this Agreement (the “Design Standards”) shall, at all times, apply to all development and redevelopment within the Village Gateway areas, commencing upon the effective date of this Agreement, and continuing through the termination of this Agreement. The Design Standards shall not be altered, amended or changed without the written approval of both Parties.

Upon receipt of any development or redevelopment proposal within the Village Gateway area, the proposal shall first be submitted to the Town Plan Commission for review and comment, and a

determination as to whether the proposal complies with the Design Standards. The Town Plan Commission's determination, which shall be reduced to writing, shall be provided to the Village for review and comment. The Village shall review the determination for the purpose of determining whether the proposal complies with the Design Standards, and within thirty (30) days of the receipt of the determination, notify the Town Plan Commission of any reason or reasons that the Village concludes the proposal does not meet some or all of the Design Standards. The Village's failure to respond, in writing, within thirty (30) days of the receipt of the determination shall constitute a waiver of the Village's rights hereunder.

In the event the Village determines that the proposal fails to meet the Design Standards, the response of the Village shall identify the deficiency in the proposal with specificity. The Town Board shall review the Village's determination, and either adopt the Village's determination or otherwise meet with the Village to reconcile any differences. If the Town does not adopt the Village's determination, or if the differences are not reconciled, then the issue of whether the proposal complies with the Design Standards shall be submitted to the Waukesha County Department of Parks and Planning, or a competent third-party to determine whether the proposal complies with the Design Standards, or alternatively, what modifications of the proposal are required in order to comply with the Design Standards. The decision of the Waukesha County Department of Parks and Planning, or the competent third-party, shall be binding and final upon both parties.

VI. UTILITIES.

- A. Sewer. The Village shall provide sewer service to all areas of the Town designated in the "Agreement for the Conveyance of Wastewater" attached as **Exhibit F** under terms thereof. The terms of the Agreement for Conveyance of Wastewater shall survive the termination of this Agreement.
- B. Water. The Village shall provide water service to all areas of the Town designated in the "Agreement for the Provision of Water Service" attached as **Exhibit G** under terms thereof. The terms of the Agreement for the Provision of Water Service shall survive the termination of this Agreement.

VII. WAIVER OF EXTRATERRITORIAL PLAT APPROVAL AND ZONING AUTHORITY.

- A. Land Division. The Village, effective as of the execution of this Agreement, waives extraterritorial plat approval rights otherwise afforded the Village pursuant to the provisions

of Sec. 236.10, Wis. Stats. This waiver extends to land divisions for which either plats or Certified Survey Maps are required pursuant to the provisions of Chapter 236, Wis. Stats., or any Ordinance enacted under the authority granted by Chapter 236, Wis. Stats.

- B. Zoning. The Village, effective as of the execution of this Agreement, waives the right to exercise extraterritorial zoning authority granted the Village pursuant to Sec. 62.23(7a), Wis. Stats. as such authority would extend to lands located within the permanent and fixed boundaries of the Town as described in this Agreement. The Village also waives the right to extend the Village of Sussex Comprehensive Plan to those areas within the permanent fixed boundaries of the Town which authority is granted pursuant to the provisions of Sec. 66.23(2) or (3), Wis. Stats., as well as Sec. 59.69(1), Wis. Stats.

VIII. SUCCESSOR.

The enforceability of this Agreement shall 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 Agreement is binding upon their respective successors, agents and employees, specifically including an incorporated Town of Lisbon.

IX. NON-SEVERABILITY.

It is agreed that the terms and provisions of this Agreement are interdependent, and that if any material part of this Agreement is held by a Court of competent jurisdiction to be invalid or ineffective, or if for any other reason this Agreement does not become effective, then the parties shall adopt, approve and submit to the Department of Administration for review and approval, a Boundary Agreement in accordance with the provisions of Section 66.0307, Wis. Stats., which Boundary Agreement shall incorporate all material terms and conditions of this Agreement.

DATED THIS ____ DAY OF _____, 2020

VILLAGE OF SUSSEX

By: _____
Anthony LeDonne, Village President

Attest:

By: _____
Sam Liebert, Village Clerk

DATED THIS ____ DAY OF _____, 2020

TOWN OF LISBON

By: _____
Joseph Osterman, Town Chairman

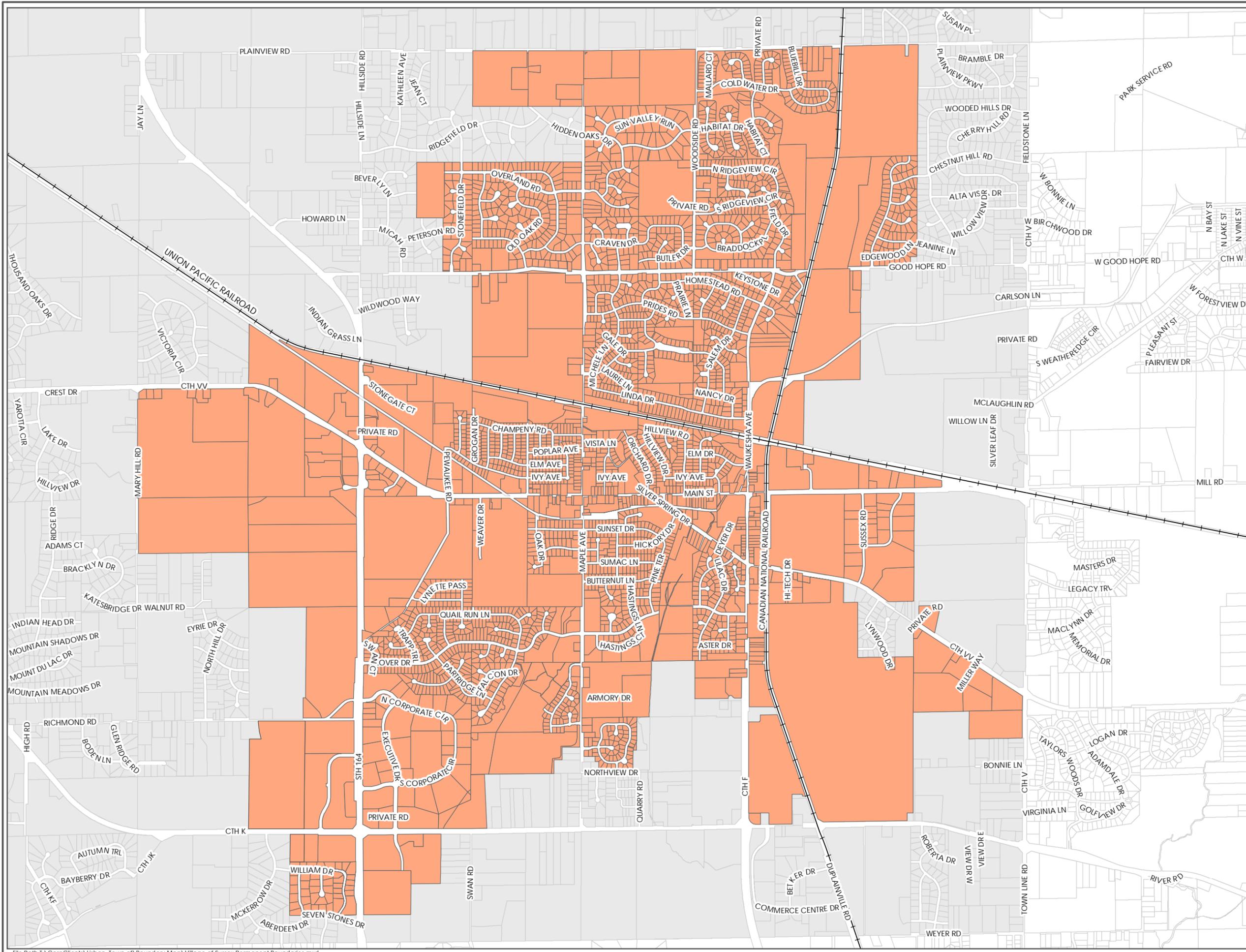
Attest: _____
Steven A. Braatz, Jr., Interim Clerk

- EXHIBIT A** MAP DEPICTING AND DESCRIBING THE PERMANENT FIXED BOUNDARIES OF THE VILLAGE PURSUANT TO THE BOUNDARY STIPULATION AGREEMENT.
- EXHIBIT B** MAP DEPICTING AND DESCRIBING THE PERMANENT FIXED BOUNDARIES OF THE TOWN PURSUANT TO THE BOUNDARY STIPULATION AGREEMENT.
- EXHIBIT C** VILLAGE GROWTH AREA (“VGA”)
- EXHIBIT D** VILLAGE GATEWAY AREAS
- EXHIBIT E** DESIGN STANDARDS FOR VILLAGE GATEWAY AREAS
- EXHIBIT F** AGREEMENT FOR THE CONVEYANCE OF WASTEWATER
- EXHIBIT G** AGREEMENT FOR THE PROVISION OF WATER SERVICE

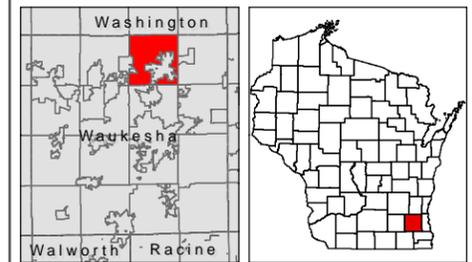
EXHIBIT

A

Exhibit A Village of Sussex Future Permanent Boundaries



-  Railroads
-  Future Village of Sussex Parcels
-  Future Town of Lisbon Parcels
-  Other Municipal Parcels




 Date Created: 07/21/2020
 Date Amended:


 0 0.2 0.4 0.8 Miles

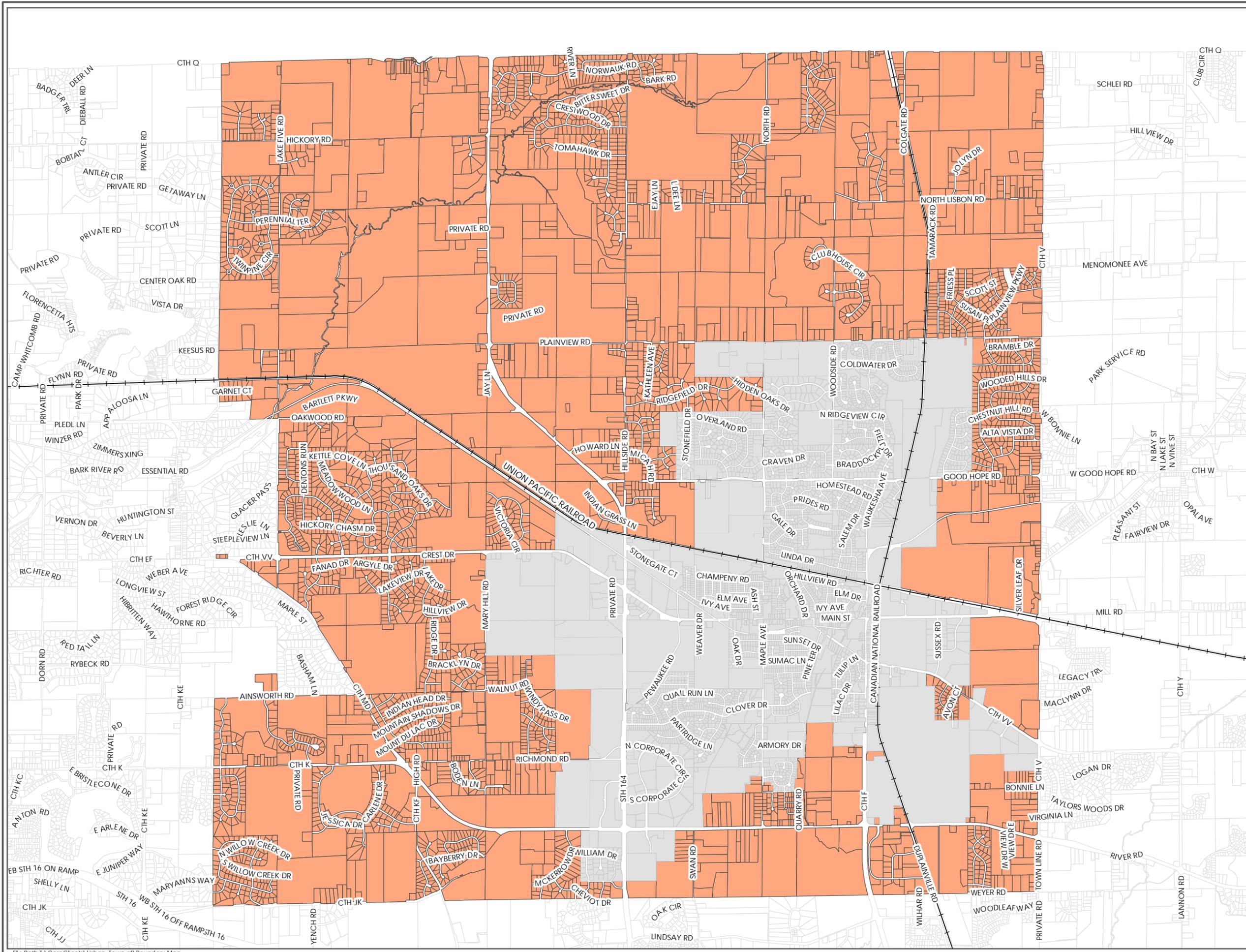


REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO
 N27 W23957 Paul Road, Suite 105, Pewaukee, WI 53072
 Phone: (262) 875-5000 Fax: (608) 826-0530

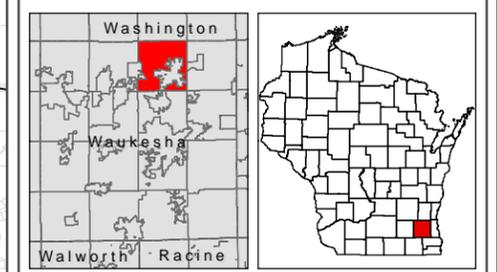
EXHIBIT

B

Exhibit B Town of Lisbon Future Permanent Boundaries



- Railroads
- Future Town of Lisbon Parcels
- Future Village of Sussex Parcels
- Other Municipal Parcels



Date Created: 07/21/2020
Date Amended:

A north arrow is located to the left of the scale bar. The scale bar shows distances in miles, with markings at 0, 0.325, 0.65, and 1.3 miles.

vierbicher
 planners | engineers | advisors

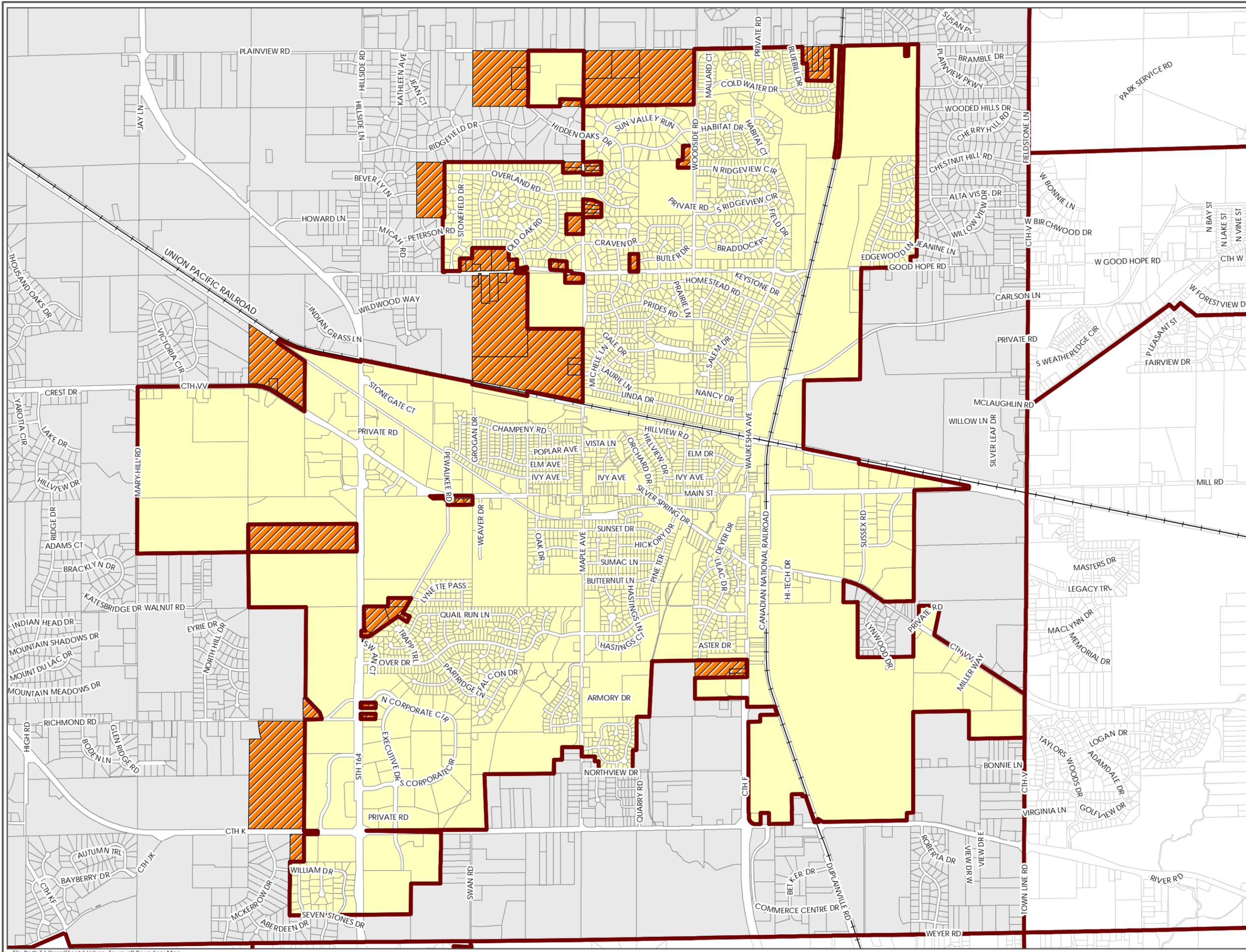
REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO
 N27 W23957 Paul Road, Suite 105, Pewaukee, WI 53072
 Phone: (262) 875-5000 Fax: (608) 826-0530

Data Sources: Vierbicher, Waukesha County, Town of Lisbon

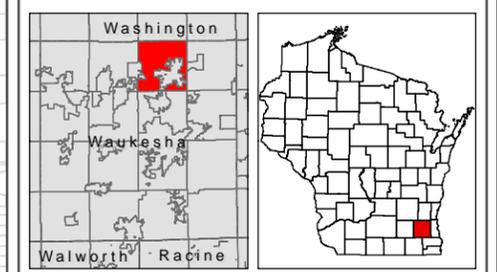
EXHIBIT

C

Village of Sussex Growth Area Map (VGA)



-  Current Village Boundary
-  Railroads
-  Future Growth Parcels
-  Current Sussex Parcels
-  Current Lisbon Parcels
-  Other Municipal Parcels



Date Created: 07/06/2020
 Date Amended:





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 N27 W23957 Paul Road, Suite 105, Pewaukee, WI 53072
 Phone: (262) 875-5000 Fax: (608) 826-0530
 Data Sources: Vierbicher, Waukesha County, Town of Lisbon

UNIQUE TAX KEY COUNT	DATA SET	TAXKEY	SITE ADDRESS	PLACE NAME	OWNER NAME	POSTAL ADDRESS
1	DL_2020	LSBT0194992	N79W22983 PLAINVIEW RD	TOWN OF LISBON	KELVIN R KOBS	N79W22983 PLAINVIEW RD, LISBON, WI 530891610
2	DL_2020	LSBT0194993	N79W22959 PLAINVIEW RD	TOWN OF LISBON	MICHAEL WALSH AND TERESA WALSH	N79W22959 PLAINVIEW RD, LISBON, WI 53089
3	DL_2020	LSBT0194994	N79W22937 PLAINVIEW RD	TOWN OF LISBON	DONALD C HUTSON AND FERN M HUTSON	N79W22937 PLAINVIEW RD, SUSSEX, WI 53089
4	DL_2020	LSBT0194995	N79W22891 PLAINVIEW RD	TOWN OF LISBON	GORSKI LIVING TRUST	N79W22891 PLAINVIEW RD, LISBON, WI 53089
5	DL_2020	LSBT0194996	N79W22889 PLAINVIEW RD	TOWN OF LISBON	GARY G BOE AND MARJORIE M BOE	W220N7288 COVENTRY MEADOWS CT, SUSSEX, WI 530892375
6	DL_2020	LSBT0197998	N79W23011 PLAINVIEW RD	TOWN OF LISBON	CHARLES DAHM AND SANDRA DAHM	N79W23011 PLAINVIEW RD, LISBON, WI 53089
7	DL_2020	LSBT0198995	N79W23885 PLAIN VIEW RD	TOWN OF LISBON	COREY A SMITH	N79W23885 PLAIN VIEW RD, LISBON, WI 530891525
8	DL_2020	LSBT0198996	N79W23767 PLAIN VIEW RD	TOWN OF LISBON	WILLIAM PEREGO III AND PAMELA PEREGO	N79W23767 PLAINVIEW RD, LISBON, WI 53089
9	DL_2020	LSBT0198997001	W235N7617 WOODSIDE RD	TOWN OF LISBON	JOHN PLESE AND SHERYL PLESE	W235N7617 WOODSIDE RD, LISBON, WI 53089
10	DL_2020	LSBT0198998		TOWN OF LISBON	WILLIAM KUMPREY AND JUDY KUMPREY	4443 S 50TH ST, GREENFIELD, WI 53220
11	DL_2020	LSBT0198999	W235N7941 WOODSIDE RD	TOWN OF LISBON	JUDITH A MORTL REVOCABLE TRUST	W235N7941 WOODSIDE RD, LISBON, WI 53089
12	DL_2020	LSBT0199989	N72W23772 GOOD HOPE RD	TOWN OF LISBON	JAMES R SCHINNER AND DIANA CASPARY-SCHINNER	N72W23772 GOOD HOPE RD, LISBON, WI 53089
13	DL_2020	LSBT0199991	W239N7414 MAPLE AVE	TOWN OF LISBON	CURTIS R HACKBARTH AND SHARON M HACKBARTH	W239N7456 MAPLE AVE, SUSSEX, WI 530892039
14	DL_2020	LSBT0199992		TOWN OF LISBON	CURTIS R HACKBARTH AND SHARON M HACKBARTH	W239N7414 MAPLE AVE, LISBON, WI 53089
15	DL_2020	LSBT0199993		TOWN OF LISBON	CURTIS R HACKBARTH	W239N7456 MAPLE AVE, LISBON, WI 53089
16	DL_2020	LSBT0199994	W239N7456 MAPLE AVE	TOWN OF LISBON	CURTIS R HACKBARTH	W239N7456 MAPLE AVE, LISBON, WI 53089
17	DL_2020	LSBT0199995	W239N7562 MAPLE AVE	TOWN OF LISBON	RYAN P WEISTER	W239N7562 MAPLE AVE, LISBON, WI 530892041
18	DL_2020	LSBT0199996	W239N7574 MAPLE AVE	TOWN OF LISBON	LINDA M JOHNSON	W239N7574 MAPLE AVE, LISBON, WI 530892041
19	DL_2020	LSBT0199997	W239N7596 MAPLE AVE	TOWN OF LISBON	THOMAS NOVACEK AND STEPHANIE NOVACEK	W239N7596 MAPLE AVE, LISBON, WI 530892041
20	DL_2020	LSBT0199999001	W235N7585 WOODSIDE RD	TOWN OF LISBON	JASON H WEGNER AND TIFFANY A WEGNER	W235N7585 WOODSIDE RD, LISBON, WI 53089
21	DL_2020	LSBT0201998001	N79W24255 PLAINVIEW RD	TOWN OF LISBON	MARY REINHARDT SIEGEL TRUST	2272 BRIANWOOD CT, DECATUR, GA 30033
22	DL_2020	LSBT0201998002	N79W24255 PLAINVIEW RD	TOWN OF LISBON	JEFFREY RITCHIE	N79W24255 PLAINVIEW RD, LISBON, WI 53089
23	DL_2020	LSBT0201999002	W240N7813 MAPLE AVE	TOWN OF LISBON	RICHARD F SCHMIDT AND CATHERINE M SCHMIDT	W240N7813 MAPLE AVE, LISBON, WI 530892046
24	DL_2020	LSBT02039993	N74W24659 LAUREN DR	TOWN OF LISBON	RICHARD A MERSEKE	N74W24659 LAUREN DR, LISBON, WI 530895433
25	DL_2020	LSBT0203999002	N72W24516 GOOD HOPE RD	TOWN OF LISBON	JON KUZBA AND CHERI KUZBA	N72W24516 GOOD HOPE RD, LISBON, WI 53089
26	DL_2020	LSBT0203999003	N72W24540 GOOD HOPE RD	TOWN OF LISBON	JAMES BUSCHKE AND CARRIE BUSCHKE	N72W24540 GOOD HOPE RD, LISBON, WI 53089
27	DL_2020	LSBT02049993	N72W24130 GOOD HOPE RD	TOWN OF LISBON	THEODORE E DHEIN AND KRISTIN L DHEIN	N72W24130 GOOD HOPE RD, LISBON, WI 530891904
28	DL_2020	LSBT02049996	N72W24090 GOOD HOPE RD	TOWN OF LISBON	THOMAS NOWAK AND JOAN NOWAK	N72W24090 GOOD HOPE RD, LISBON, WI 530891902
29	DL_2020	LSBT02049997	N72W24474 GOOD HOPE RD	TOWN OF LISBON	JAMES RADTKE AND JULIE RADTKE	N72W24474 GOOD HOPE RD, LISBON, WI 530891933
30	DL_2020	LSBT0204998002	N72W24444 GOOD HOPE RD	TOWN OF LISBON	JOHN FUGARINO AND SANDRA L FUGARINO	N72W24444 GOOD HOPE RD, LISBON, WI 530891933
31	DL_2020	LSBT0204998003	N72W24360 GOOD HOPE RD	TOWN OF LISBON	ROBERT KLINGELHOETS AND S KLINGELHOETS	N72W24360 GOOD HOPE RD, LISBON, WI 53089
32	DL_2020	LSBT0204998004	W240N7375 MAPLE AVE	TOWN OF LISBON	CUDNOHOWSKI DEVELOPMENT LLC	W240N7375 MAPLE AVE, LISBON, WI 53089
33	DL_2020	LSBT0204998005	N72W24320 GOOD HOPE RD	TOWN OF LISBON	JAMES R SCHNEIDER AND LORI L SCHNEIDER	N72W24320 GOOD HOPE RD, LISBON, WI 53089
34	DL_2020	LSBT0204999002	W240N7595 MAPLE AVE	TOWN OF LISBON	PHILIP J REEVES	W240N7595 MAPLE AVE, LISBON, WI 530892040
35	DL_2020	LSBT0204999003	W240N7571 MAPLE AVE	TOWN OF LISBON	JOHN SCHULTE AND KATHLEEN SCHULTE	W240N7571 MAPLE AVE, LISBON, WI 53089
36	DL_2020	LSBT02259997	N68W25422 SILVER SPRING DR	TOWN OF LISBON	SHAWN S ZABEL	N68W25422 SILVER SPRING DR, LISBON, WI 53089
37	DL_2020	LSBT0225998004	N68W25424 SILVER SPRING DR	TOWN OF LISBON	GORDON S RANKIN AND MAHALA B RANKIN	W156N4881 PILGRIM RD, MENOMONEE FALLS, WI 530516920
38	DL_2020	LSBT02299992	W240N7181 MAPLE AVE	TOWN OF LISBON	ALAN SCHMACKLE AND CHERIE SCHMACKLE	W240N7181 MAPLE AVE, LISBON, WI 53089
39	DL_2020	LSBT02299994	W240N6859 MAPLE AVE	TOWN OF LISBON	JAMI MARIE VODICKA AND ANTHONY MICHAEL VODICKA	W240N6859 MAPLE AVE, LISBON, WI 530892613
40	DL_2020	LSBT02299995	N71W24397 GOOD HOPE RD	TOWN OF LISBON	RONALD L SATHER	N71W24397 GOOD HOPE RD, LISBON, WI 53089
41	DL_2020	LSBT02299996		TOWN OF LISBON	URBANSCAPE DEVELOPMENT LLC	W245N4837 SWAN RD, PEWAUKEE, WI 530721401
42	DL_2020	LSBT0229996001	W240N6881 MAPLE AVE	TOWN OF LISBON	MICHAEL TETZLAFF AND NANCY E TETZLAFF	W240N6881 MAPLE AVE, LISBON, WI 53089
43	DL_2020	LSBT02299997		TOWN OF LISBON	URBANSCAPE DEVELOPMENT LLC	W245N4837 SWAN RD, PEWAUKEE, WI 53072
44	DL_2020	LSBT02299998		TOWN OF LISBON	URBANSCAPE DEVELOPMENT LLC	W245N4837 SWAN RD, PEWAUKEE, WI 53072
45	DL_2020	LSBT0229998001	N71W24433 GOOD HOPE RD	TOWN OF LISBON	THE JOHN S BINDER AND MARY E BINDER JOINT	N71W24433 GOOD HOPE RD, LISBON, WI 530891934
46	DL_2020	LSBT0229998002	N71W24477 GOOD HOPE RD	TOWN OF LISBON	JOHN SZAFRANSKI AND THERESA SZAFRANSKI	N71W24477 GOOD HOPE RD, LISBON, WI 53089
47	DL_2020	LSBT02489980	W233N5721 WAUKESHA AVE	TOWN OF LISBON	PAULS ACRES LLC	N56W23418 MITCHELL LN, SUSSEX, WI 53089
48	DL_2020	LSBT02489981		TOWN OF LISBON	JKO ENTERPRISES LLC	W345N5764 ROAD G, OCONOMOWOC, WI 53066
49	DL_2020	LSBT02489983005		TOWN OF LISBON	PAUL ACRES LLC	N56W23418 MITCHELL LN, SUSSEX, WI 53089
50	DL_2020	LSBT02509993	W247N6021 PEWAUKEE RD	TOWN OF LISBON	BRIAN J RUFFING AND JILL C RUFFING	N60W24603 ROCKY HOLLOW PASS, SUSSEX, WI 53089
51	DL_2020	LSBT02509997	N63W24535 SILVER SPRING DR	TOWN OF LISBON	JODI L MARX	N63W24535 SILVER SPRING DR, LISBON, WI 530892641
52	DL_2020	LSBT02509998	N63W24577 SILVER SPRING DR	TOWN OF LISBON	RICHARD A STONE	PO BOX 103, SUSSEX, WI 53089
53	DL_2020	LSBT02509999	N63W24511 SILVER SPRING DR	TOWN OF LISBON	JOHN ANTHONY AND LISA ANTHONY	N63W24511 SILVER SPRING DR, LISBON, WI 530892641
54	DL_2020	LSBT02519991	W249N5608 STATE ROAD 164	TOWN OF LISBON	STEVEN WILDE AND KARA WILDE	W249N5608 STATE ROAD 164, LISBON, WI 53089
55	DL_2020	LSBT02519993	W249N5662 STATE ROAD 164	TOWN OF LISBON	DENNIS BARNES AND JANICE BARNES	W249N5662 STATE ROAD 164, LISBON, WI 53089
56	DL_2020	LSBT02519995		TOWN OF LISBON	WAUKESHA COUNTY AND PARKS & LAND USE	515 W MORELAND BLVD ROOM AC148, WAUKESHA, WI 53188
57	DL_2020	LSBT02519996	W249N5935 PEWAUKEE RD	TOWN OF LISBON	WANDA B PULVERMACHER REVOCABLE TRUST	825 BASSWOOD ST, HOFFMAN ESTATES, IL 601694416
58	DL_2020	LSBT02519997	W247N6063 PEWAUKEE RD	TOWN OF LISBON	RACHEL BERNICE SHIMMIN	2808 MADISON ST UNIT C, WAUKESHA, WI 531884567
59	DL_2020	LSBT02519998	W247N6002 PEWAUKEE RD	TOWN OF LISBON	ALLEN EBEL AND BARBARA EBEL	W247N6002 PEWAUKEE RD, LISBON, WI 53089
60	DL_2020	LSBT02539998		TOWN OF LISBON	PAUL JR & SANDRA BOBROWITZ REVOCABLE TRUST	N93W29174 WOODCHUCK WAY, COLGATE, WI 53017

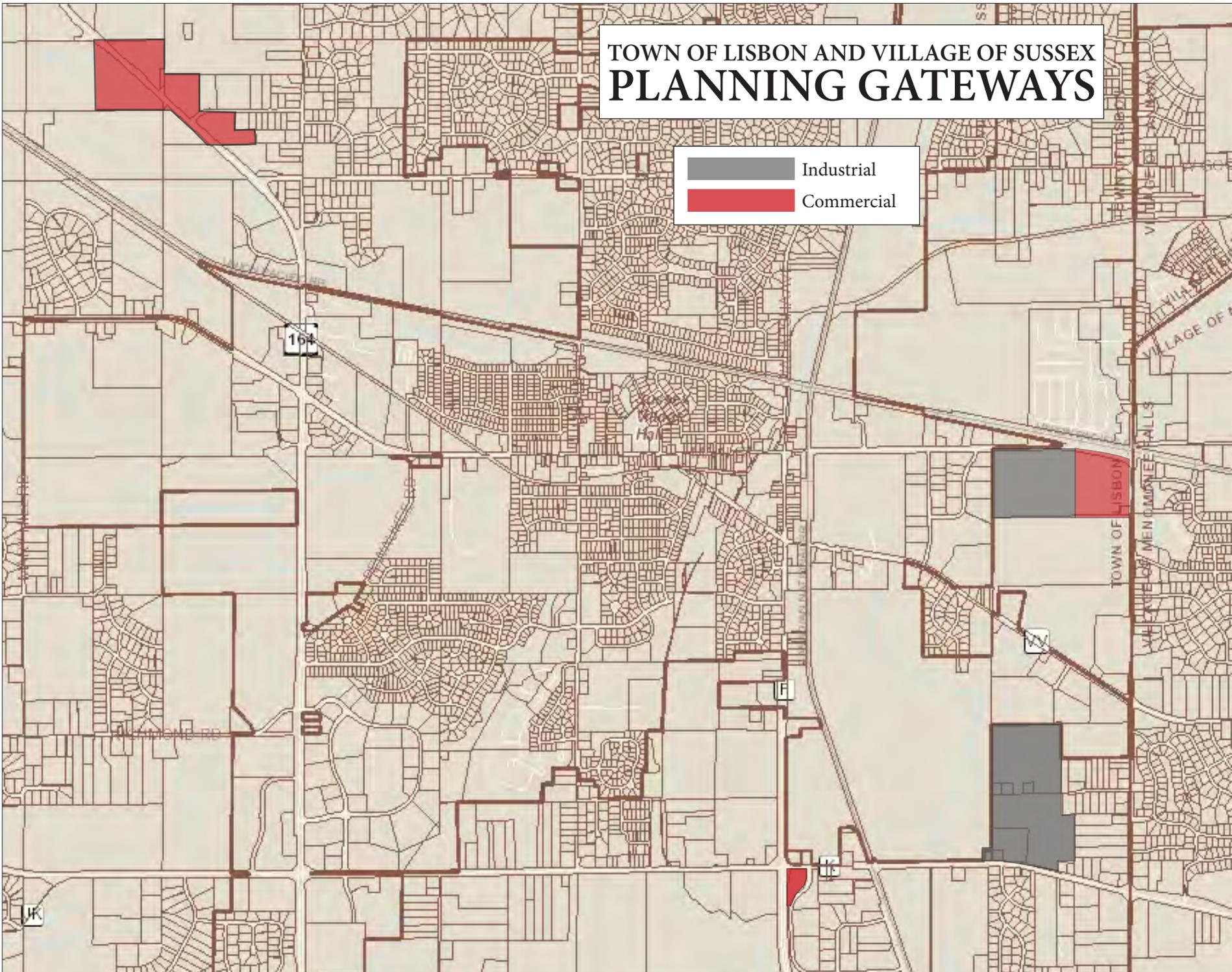
61	DL_2020	LSBT0256994	N56W25236 RICHMOND RD	TOWN OF LISBON	JAMES KOLDKOSKI AND JOAN KOLDKOSKI	N56W25236 RICHMOND RD, LISBON, WI 53089
62	Attorney 2020	LSBT0273998	N55W25299 RICHMOND RD	Town of Lisbon	BETTE BROWN SLAYTON LIVING TRUST	2272 DIBERT RD, BEDFORD PA 15522-8221
63		LSBT0276997	N51W25281 LISBON RD	Town of Lisbon	KEITH AND JENNIFER BRADEN	N51W25281 LISBON RD, PEWAUKEE, WI 53072

EXHIBIT

D

TOWN OF LISBON AND VILLAGE OF SUSSEX PLANNING GATEWAYS

	Industrial
	Commercial



EXHIBIT

E

ADDENDUM E

Design Standards

FOR
TOWN OF LISBON

Lisbon-Sussex “Planning Gateway Areas”
(herein referred to as the “Gateway Areas”)

Adopted _____

DESIGN STANDARDS

Design Goals: The Town of Lisbon (Town) has adopted a Land Use Plan to guide future development and redevelopment in the Town. The Plan's goals seek to maintain a small town atmosphere, and the use of green space in such developments. These design standards are intended to define and enforce criteria for quality development that meets the goals stated above. The standards are established to apply to all new structures and uses, and to changes or additions to existing structures and uses in the Gateway Areas. These parcels are mapped on Exhibit D of the current Intergovernmental Agreement between Lisbon and Sussex.

Design Objectives: In order to assure that development projects conform to the goals in the Land Use Plan, the Town hereby adopts these design review standards to guide planning decisions by the Town Plan Commission and Town Board for areas within the Gateway Areas.

Design Policy: All proposed development projects shall be initially reviewed by the Town Plan Commission, and Town Board, as applicable, for recommendations and/or acceptance or rejection. The project shall materially adhere to the standards outlined in this document. Any variances from these standards must be approved by Town Plan Commission or Town Board, as applicable, and based upon findings by the Town Engineer, and Town Administrator or his/her designee. Variances must also be approved by the Sussex Plan Commission or Village Board, as applicable. All of the sections listed in the Design Contents must be satisfactorily met before approval will be given to the project.

Some design standards may be more stringent based on standards found in other duly adopted plans or other Plans the Town Board may pass from time to time.

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SECTION 1 SITE PLANNING

Purpose: The intent of this section is to develop quality site plans that promote green space, pedestrian access, and quality of life enhancements. The standards apply for all areas of the Gateway Areas.

1.1 Development Concepts

- (A) Developments shall be designed as visible commercial, business or industrial sites, with defined public use activity centers, perimeters composed of roadways or common open spaces, and a strategy for transitioning vehicle, bicycle, and pedestrian circulation. Differing uses shall be clearly defined by attractive measures of transitioning traffic flow from the perimeters to the center. The developer shall provide convenient and attractive pedestrian and vehicular connections between all areas including retail/business, and recreation uses and the transition strategy shall include the use of landscape buffers, pedestrian walkways, and/or architecturally similar building designs.

1.2 (Intentionally Blank)

1.3 Traffic and Utilities

- (A) Entry points shall be consolidated to minimize traffic conflicts, congestion, and to create an easily identifiable circulation system. A traffic study may be required to determine the proper circulation pattern.

The Town Engineer shall determine the need for a Traffic Study based on site specific conditions.

- (B) Appropriate distances shall be maintained, as determined by the government agency with jurisdiction for the road, between intersections along arterial streets for safety and ease of traffic flow.
- (C) Intersections on local roads shall be no less than 250 feet apart for safety and ease of traffic flow unless otherwise dictated by exceptional topography or other limiting factors of good design.
- (D) Snow storage areas shall be delineated on the site plan to ensure snow can safely be removed from parking and driving areas without damaging landscaping or illegally placing snow in the public right of way.
- (E) Development shall incorporate opportunities for future public transit services.
- (F) All utilities shall be placed underground unless such placement is found to be unrealistic as determined by the Town Plan Commission, or Town Board, as applicable, and based on recommendations by the Town Engineer.

- (G) When designing storm water facilities the designer of the facilities shall think about the impact of water coming onto the site from other areas, how the sites design will impact water quality after flowing across the site, and how water will leave the site. Attention to how the facilities can positively affect the quality of the site design should also be taken into consideration.
- (H) Lighting shall be incorporated into developments so that it does not impose on adjacent land uses. The lighting used shall be consistent with the architectural theme of the building and of the neighboring buildings. The lighting structure shall be as minimal in height as possible. The lighting shall follow the Land Use Plan or other Plans as may be approved from time to time by the Town. See Lighting Section 7 for more information.

1.4 Open Space and Recreation

- (A) Sidewalks, walkways, pathways and or bike paths shall be installed by the Developer in any areas designated in the Comprehensive Land Use Plan or other plans as may be approved from time to time by the Town. Walkways shall always be installed along STH, CTH and arterial roads identified on the Town’s Official Map and adjacent to the development and major local roads entering the development.

SECTION 2 LANDSCAPING

Purpose: The intent of this section is to develop quality landscaping, promote green space, protect established trees, and create other quality of life enhancements.

2.1 Landscaping and Buffering Standards

- (A) Berms shall be used to screen high traffic areas from residential homes, break up the visibility from the roadway of large areas of parking, and create separation from dissimilar uses that are adjacent to each other. Berms shall be built with side slopes not exceeding one foot vertical by three feet horizontal unless otherwise approved by the Town Plan Commission or Town Board, as applicable, and shall be maintained with grasses or alternative landscaping satisfactory to the Town Plan Commission or Town Board, as applicable. The buffering shall be in harmony with terrain adjacent to the development site. The developer shall have provisions for ongoing maintenance such as mowing and weed management of the berms.
- (B) Extensive landscaped areas and open spaces shall be in place to reduce the visual intensity of developments. Use buffers and screens, either with landscape, structural, or earthen features to separate vehicular and pedestrian areas, and to beautify/screen parking lots and buildings from the view of the street or other neighboring parcels. A mix of evergreens and deciduous trees shall be used to ensure year-round screening, aesthetics, and balance to the site.

(C) Determining Required Land Use Buffer and Landscape Design: An appropriate land use buffer and landscaping shall be provided between uses based on the intensity of the uses. The greater variance of intensity between adjacent land uses, the higher level of buffering and landscaping shall be provided. Definitions of intensity factors used to determine buffering are defined in the tables shown below.

1. Step 1: Calculate the numerical difference between the land use intensity (LUI) factors of the two adjoining uses from Table 1.

Example A: If a general commercial project is proposed on a site that borders existing lands zoned for residential density of 4 to 8 units per acre, the calculated Land Uses Intensity difference would be (General Commercial LUI Factor = 7) minus (Res. 4 to 8 units per acre LUI Factor = 3) equals an LUI difference of 4.

2. Step 2: Adjust the numerical difference between land use intensities for any intervening road, drainage or utility right of way or easements that separate the sites. The difference between LUI factors shall be reduced as noted on Table 2.

Example B: If the general commercial project from Example A was separated by a local road from the residential density of 4 to 8 units per acre, the adjusted LUI Factor would be (LUI Difference = 4) minus (Local Road deduction = 1) equals adjusted LUI Difference of 3.

3. Step 3: The resulting final land use intensity difference is then used to determine the buffer and landscape design type in Table 3.

Example C: Using the adjusted LUI difference of 3 from Example B the required buffer width would be 20 feet between the proposed project and existing residential property.

Example LUI Calculation

$$(General\ Commercial\ <.65\ ISR)\ minus\ (Residential\ 4-8\ units/acre)\ minus\ (Local\ Road) = (Adjusted\ LUI)$$
$$7 - 3 - 1 = 3$$

4. The following guidelines can be used to help determine the appropriate buffer and landscape design.
 - a. The buffer and landscape requirements are calculated per each side of a parcel (North, East, West, and South) and may often times be different for each side of a parcel depending upon the adjacent uses or roadways in any particular site.
 - b. The total landscaping requirements once determined for each side can be added together for the site and allocated on the site as deemed appropriate by the Town Plan Commission, or Town Board, as applicable, to accomplish the goals of beautifying/screening parking, accessory structures, and dock doors, and enhancing buildings. Buffer distances must be maintained in each side as required by Table 3 to protect the separation required in that side of the property.

- c. The lineal feet measurement used in Table 3 is calculated by measuring the entire length of the property line on each side of a parcel. The lineal feet measurement of a side is reduced by the portion of the length of the primary building facing that side where no parking lot is found on a perpendicular tangent between the building and the property line on that side and when the building has no dock doors on that side.
- d. In no case shall a landscaping requirement be less than zero.
- e. Parking lots may have special buffering and landscaping requirements as listed in Section 3 Parking.

Land Use Intensity Charts and Diagrams

Table 1 – Land Use Intensity Factor

Land Use	LUI Factor	Land Use	LUI Factor
Office: Less than .60 ISR and 2 stories or less	5	General Commercial: Less than .65 ISR	7
Office: .60 - .65 ISR and 2 stories	6	General Commercial: .65 ISR or greater	8
Office: Over .65 ISR or over 2 stories	7	Heavy Commercial	9
Residential : Less than 4 units per acre	1	Warehouse/Light Manufacturing	8
Residential: 4-8 units per acre	3	Manufacturing	9
Residential: 9-20 units per acre	6		

Notes to Table 1.

1. Impervious surface ratio (ISR) is the amount of land covered by buildings, overhangs, porches, canopies and pavement to the amount of land covered by landscaping.
2. Office includes office and medical office uses, and the office fronts of office/warehousing buildings. Special uses in office zones shall require additional buffering, based on their intensity.
3. "General Commercial" is defined as uses that do not have outside activities such as night use drive-up windows, gasoline sales, significant late night parking lot activity or similar impacts adjacent to the lower intensity land use. (i.e. Hardware Store, Non-Drive Thru Restaurants, Drug Stores).
4. "Heavy Commercial" is defined as all other commercial uses not included in note three. (i.e. Department Stores, Movie Theatres, Grocery Stores).
5. For vacant land, the land use intensity shall be assumed to be based on current zoning or land use plan designation, whichever is the most intense.

Table 2. Intervening Right-of-Way Credit

Right-of-Way or Easement Width	Reduction of LUI Difference
Local Road	1
Collector Road	2
Arterial Road	4
Limited Access HWY	6
Utility or Drainage Easement (feet)	
20 to 50	1
51 to 100	2
101 to 150	3
151 or more	4

Table 3. Land Use Buffer/Landscape Design

Buffer Type Planted/100 Lin. Ft. of Buffer				
(LUI Diff.)	Width (ft.)	Shade Trees	Evergreen Trees	Shrubs
0-3	20	2	6	20
4	30	3	8	25
5	40	3	10	35
6-8	50	6	14	45

2.2 Other General Landscaping Guidelines

- (A) Ample green space at least 30 feet in width from the base setback line and 25 feet in width from the base setback line, except where smaller setbacks may be approved from time to time by the Town. Development bordering federal, state, and county highways shall also meet this requirement and include landscape plantings.
- (B) Improve roadway visual quality through the use of vegetation and streetscape amenities consistent with neighboring properties and within the Gateway Areas. There shall be streetscape amenities along arterial streets consistent with overall styles as documented in the Town Design Standards, Land Division Ordinance, or other duly adopted Town Ordinances or Plans. Some examples of streetscape amenities include benches, monuments, decorative lighting, etc.
- (C) All entranceways must have a landscaped area to include a monument sign of stone, marble, brick, or similar type materials including a landscaped plan approved by the Town Plan Commission. The monument sign may be placed in the landscape terrace area if deemed appropriate by the Town Plan Commission.

- (E) Commercial, Business or Industrial developments shall include one or more planting areas that shall feature natural landscaping materials, such as vegetation (trees, bushes, etc.) stone, brick or wood, to soften the visual impact of principal buildings on the site and to enhance the desired small town feel of the development. Planting areas are to be placed near the main entrances to the principal structures on the site.

SECTION 3 PARKING

Purpose: The intent of this section is to develop quality parking that promotes public safety, pedestrian friendliness, and quality of life enhancements.

- (A) Parking facilities shall include a 30 feet setback from the base setback line along the right of way on arterials, other street yard setbacks are 25 feet from the base setback line of other roads. Side and rear yard offsets are a minimum of 5 feet to property line. A variance may be granted if approved by both Lisbon and Sussex (Plan Commissions or Boards, as applicable), to reduce the setbacks if the public good would not be served by the setbacks and adequate screening can be substituted.
- (B) Parking facilities over 1 acre shall include public activity center features at major access points to key buildings and shall be designed for orderly egress and ingress.
- (C) Parking lot, street way, and walkway lighting shall not impact upon adjacent residential areas, but shall be well lit to provide safe transportation.
- (D) Promote shared parking facilities to minimize visual impacts of expansive lots. Shared parking facilities shall have a shared parking facility agreement.
- (E) Parking facilities shall include the use of strategically placed islands of natural landscaping material to break up expanses of paving. This will:
 - 1. Create multiple small parking lots in the place of a few large lots to increase the visual quality of public areas.
 - 2. Divide up the "seas" of parking by designing individualized parking precincts for the various uses in a mixed use neighborhood.
 - 3. Maintain an end island area next to the last parking stall in the row to provide adequate turning and maneuvering room.
- (F) Parking facilities shall maintain safety and pedestrian comfort within parking and circulation areas. To accomplish this:
 - 1. Parking lots shall not directly abut buildings on a site, but shall be transitioned by a pedestrian walkway at least five feet in width. The transition shall also include landscaping or amenities to present a safe and attractive border to the parking lot.

2. Parking lots in all districts containing more than 20 spaces shall provide clearly defined pedestrian walkways between the parking area and buildings located on the site. Pedestrian walkways shall be provided at a minimum of one walkway for each six lanes of parking. More stringent requirements may be required if the Town determines it to be appropriate for pedestrian safety reasons.
- (G) Commercial parking lots shall not be located in the street yard. A variance may be granted by the Town Plan Commission or Town Board, as applicable, if the public good would not be served by having only side or rear yard parking. The variance shall require those spaces be blocked from the street view by a combination of landscaped berms, evergreen trees, or shrubs. Acceptable view blockage shall be based on site topography, views from adjacent sites, and locations of landscaping and structures on the site.

SECTION 4 BUILDINGS AND STRUCTURES

Purpose: The intent of this section is to develop quality buildings that reflect the development patterns of the area while still promoting a modern appeal that meets the needs of citizens and quality of life enhancements that citizens have come to expect in the Town.

4.1 General Building Materials and Architectural Details

- (A) Town standards will take precedence over any national or regional branding.
- (B) Building facades shall not be capped by long unbroken structural lines or repeating of monotonous design. Building facades that use varying setbacks are encouraged.
- (C) Building material and architectural details shall maintain continuity and rhythm with each other to develop an appropriate building character for each area. To accomplish this:
1. The exterior of all buildings shall be made of natural materials, (wood, brick, stone, or decorative masonry block, etc.) and no metal exteriors are allowed.
 2. Facades of buildings shall maintain no more than 50% of each length of elevation without some type of window, door openings, or architectural articulation to prevent large expanses of unbroken wall.
 3. Roof material that is visible should be dimensional shingles and color to be consistent with building color. Metal roofs shall only be considered in rare occasions for commercial buildings if the metal roof is deemed to be significantly tied to the style of architecture for the building and fits with the small town feel of the Town. Metal roofs shall be limited to entrance features such as canopies and gables visible from the street frontage.

4. At street corners the buildings should have well designed entrances angled towards the center of the intersections with tall building features and unique signage visible in all directions.

(D) Refuse structures, mechanical equipment, loading docks, etc. should be screened and designed to have very limited impact on neighboring properties. Refuse structures shall be constructed of material that matches the building exterior so as to blend with the overall architecture of the site and must have a gate.

4.2 Commercial, Business and Industrial Structures Building Materials and Architectural Details

(A) Commercial, Business and Industrial Structures shall use the traditional architectural features found in the area, including but not limited to; use of natural stone products, gable roofs, parapets and etcetera. To accomplish this:

1. Commercial clusters shall provide a common small-town theme emphasizing a sense of community. Any branding shall be minimized and adjusted so as to not distract from the architectural themes of the Town.
2. Structures with side or rear public exposure shall include use of the same architectural features found on the front of the building.
3. Structures shall provide a human scale along street corridors by encouraging store front windows, covered walkways, and highlighted entrances.

(B) Commercial structures shall have facades with articulated lines to delineate sections.

(C) Flat roofs are allowed for commercial and industrial buildings, but flat roofs for commercial buildings shall be screened with parapet walls with variations on height as appropriate.

(D) Refuse containers, mechanical equipment, loading docks, etc. should be screened and designed to have very limited impact on neighboring properties.

SECTION 5 SIGNAGE

Signage shall conform to Section 11.5 of the Lisbon Town Code.

SECTION 6 PEDESTRIAN ORIENTATION

Purpose: The intent of this section is to provide for development that promotes "livability" through green space, pedestrian access, and quality of life enhancements. It is also the intent of the standards to enhance the pedestrian experience, encourage walking, and promote safety.

- (A) Developments shall provide for pedestrian connections between private buildings, the public sidewalk and trail systems. To accomplish this:
1. Where deemed necessary by the Town Plan Commission, or Town Board, as applicable, the developer shall provide a minimum 6 feet wide pedestrian way along the frontage of development. Said walkway shall be hard surfaced per Lisbon's Paving Specifications.
 2. Pedestrian walkways within a development shall be linked to any existing or planned public walkway or sidewalk abutting the development.
 3. Parking lots shall have clearly defined and accented pedestrian ways to accommodate safe passage from parked vehicles and connections to offsite walkways or bike paths.
 4. Walkways paralleling driveways and parking lots in commercial areas shall be at least five feet wide to provide for easy passage of two pairs of walkers.
 5. Walkway designs should not force pedestrians to back track past stores in order to exit the area.
 6. Bicycle parking spaces shall be provided within business and office districts in convenient and secure locations.
- (B) Developments shall provide for pedestrian-scale public spaces and amenities at the entrance to buildings. To accomplish this:
1. Information and directory signs shall be provided for pedestrians.
 2. Developments shall include special paving and vegetation to highlight commercial building entrances and vehicular/pedestrian intersection crosswalks. Crosswalks adjacent to building entrances that service over 50 parking spaces shall be of a contrasting pavement treatment.
 3. Businesses are encouraged to provide attractive store fronts and outdoor cafes along walkways. Pedestrian corridors shall avoid use of blank building walls, parking lot intrusion, and unattractive design features along the walkway.
 4. Amenities such as drinking fountains, benches, and bike racks should be incorporated in walkways/pedestrian areas within parking lots.

- (C) Developments shall enhance pedestrian safety. To accomplish this:
1. Pedestrian walkways shall be separated from auto roadways.
 2. Pedestrian ways shall be visually open and well lighted to promote a feeling of personal safety.
 3. Pedestrian crossings shall not require crossing more than two lanes. Where pedestrian crossings exceed two lanes, a crossing device shall be used to minimize the traffic lanes needing to be crossed at one point.
 4. Vehicle speeds shall be reduced at pedestrian crossings by use of a combination of signage, curb extensions, rumble strips, or other traffic control devices.
 5. Attractive and safe pedestrian areas should be created by placing buildings close together and focused towards public areas. Walking distances between parking and popular destinations should be minimized.

SECTION 7 LIGHTING

Purpose: The intent of this section is to provide quality lighting that promotes safety and aesthetics.

- (A) Decorative lighting fixtures shall be used to illuminate and highlight all walkways and sidewalks in business, office, industrial districts, and areas adjacent to the development that are designated for walking paths, sidewalks, or other pedestrian pathways.
- (B) Exterior lighting shall be architecturally integrated with building style, materials and colors.
- (C) Exterior lighting of the building and site shall be designed so that light is not directed off the site and the light source is shielded for direct offsite viewing. Decorative light fixtures (i.e., visible light) 12' or less in height may be permitted upon approval of the Town Plan Commission or Town Board, as applicable.
- (D) Fixture mounting height shall be appropriate for the project and the setting. The mounting height for small parking lots and service areas shall not be higher than 18 feet.
- (E) Light poles shall be no higher than 18 feet and the bases shall be buried. Where bases must be exposed they shall be painted to blend in with the surroundings or have a decorative base.
- (F) Where commercial lighting standards are necessary for public safety the development shall also utilize accent lighting on the perimeter of the development.
- (G) The placement of light poles within raised curb planter areas is encouraged except where lighting will be obscured by vegetation.
- (H) The use of vandal resistant well lighting is encouraged for lighting of monument signs.

SECTION 8 ENVIRONMENTAL PROTECTION

- (A) Isolated Natural Resource Areas, and Primary and Secondary Environmental Corridors designated by the SEWRPC, Waukesha County and/or the Town of Lisbon Land Use Plan shall not be utilized for density requirements. These designated areas shall not be disturbed.
- (B) Wetlands, Streams, and Areas designated as navigable streams by the State of Wisconsin Department of Natural Resources must be protected. Wetland restoration and protection plans must be submitted to Town Staff and other agencies as required for approval before any land division or development plat or certified survey map is approved. A stream restoration plan addressing aesthetics, drainage, and erosion must be approved by the Town Engineer and other agencies as required prior to execution of any land division or building permit on a subject property.

SECTION 9 DESIGN STANDARDS AMENDMENT

Any Design Standards modification shall be subject to a majority vote of the Town Plan Commission or Town Board, as applicable, and the Village of Sussex Plan Commission or Board, as applicable, on the request to modify a Design Standard, and said design modification shall be deemed approved.

SECTION 10 DEFINITIONS

Active and Passive Parks – Active parks have higher intensity uses like softball, playgrounds, soccer, etc. Passive parks have low intensity uses like walking, sitting, nature watching, etc.

Arterial Streets – These roads are main thoroughfares that connect large parts of the community with each other. Traffic is often heavier and faster than on other roads and arterials generally connect to highways and other roads that lead out of the community.

Base Setback Line – The ultimate street right-of-way line as established by the building location provisions of this code and from which all required road setbacks shall be computed. Refer to the definition of “Highway” for further explanation.

Battlemented Parapets – This architectural feature is a low wall with open spaces "windows" projecting from the edge of a platform, terrace, or roof.

Bartizans – This architectural feature is a turret which is projected at an angle from a tower, a parapet or near a gateway.

Cubic – An architectural style with 2 stories without or with dormers on the next story, a small, front porch and pyramidal roof.

Curb Extensions – A design where the curb is extended into the road to provide a shorter distance for a pedestrian to cross the traffic way.

DBH – The diameter measured about the trunk of the tree at 4.5 feet above the grade. If a trunk splits than the measure is measured just below the split.

Human Scale – Development structures that are designed to emphasize the quality and functionality of a place from a pedestrian perspective.

Impervious Surface Ratio (ISR) – The ratio of impervious surfaces like asphalt, or buildings to pervious surfaces like grass on a specific parcel.

Isolated Natural Areas/Primary and Secondary Environmental Corridors – Areas designated by the Town of Lisbon, County, or State as areas that have concentrated aesthetic, cultural, recreational, and ecological value and should be preserved as natural open spaces.

Landscape Island – An area of green space dividing two sections of road. Most often found at the entryway to a development or subdivision, the island is an important indication of changing uses.

Land Use Buffering Chart – The chart used to determine the size and style of landscaping needed to prevent intrusion of light, noise, odor, etc from affecting a neighboring lot.

Land Use Intensity (LUI) Factors – These factors correlate land uses with level of impact from light, noise, odor, etc. The factors can be used to determine the appropriate amount of buffering needed to make certain land uses from negatively impacting each other.

Mitigation (trees) – The process of replanting trees to help offset the removal of existing trees.

Navigable Streams – Streams, or bodies of water determined by the Wisconsin Department of Natural Resources to be at least occasionally navigable by a boat or canoe.

Parking Precincts – Small areas of parking separated from each other to prevent large expanses of parking.

Pedestrian Scale – See human scale.

Planting Areas – Areas that feature natural landscaping materials, such as vegetation (trees, bushes, etc.), stone, brick or wood.

Protected Tree – Trees, shrubs, and all other woody vegetation on land within the Town’s municipal boundary that have a DBH of 3 inches or greater and a height of 8 feet or greater.

Protected Tree Preservation Plan – A plan that outlines the preservation of protected trees on a site.

Safety Island – An island found in the middle of a road or parking lot used to provide refuge for pedestrians when crossing traffic. Safety islands are often landscaped to promote the aesthetics of the road and can be used to slow down traffic as well.

Sills – The members forming the lower side of an opening, as a door sill or window sill.

Streetscape Amenities – Structures or landscaping that beautifies and enhances the functionality of the areas along the roadway. Examples of streetscape amenities include benches, monuments, decorative lighting, etc.

Street yard – A yard extending across the full width of the lot, the depth of which shall be the minimum horizontal distance between the existing or proposed street or highway line and a line parallel thereto through the nearest point of the principal structure. Corner lots and double frontage lots have two (2) such yards.

Lisbon Land Use Plan – The Town’s adopted plan for managing and improving aspects of the community as it grows. A large part of the plan relates to land uses. The plan also includes a focus on transportation, economic development, environmental protection, among other areas.

Water Tables – The water table is a projecting course of molded brick between the upper and ground floors. The walls above the water table step back several inches.

Mitigation (trees) – Mitigation is the process of replanting trees to help offset the removal of existing trees.

Navigable Streams – streams, or bodies of water determined by the Wisconsin Department of Natural Resources to be at least occasionally navigable by a boat or canoe.

Parking Precincts – small areas of parking separated from each other to prevent large expanses of parking.

Pedestrian – Scale – See human scale.

Planting Areas – Areas that feature natural landscaping materials, such as vegetation (trees, bushes, etc.), stone, brick or wood.

Protected Tree – “Protected trees” are herein defined as trees, shrubs, and all other woody vegetation on land within the Town’s municipal boundary that have a DBH of 3 inches or greater and a height of 8 feet or greater.

Protected Tree Preservation Plan – A plan that outlines the preservation of protected trees on a site.

Safety Island – An island found in the middle of a road or parking lot used to provide refuge for pedestrians when crossing traffic. Safety islands are often landscaped to promote the aesthetics of the road and can be used to slow down traffic as well.

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Water Tables – The water table is a projecting course of molded brick between the upper and ground floors. The walls above the water table step back several inches.

EXHIBIT

F

**INTERMUNICIPAL AGREEMENT BETWEEN
THE TOWN OF LISBON AND THE VILLAGE OF SUSSEX
FOR THE EXTENSION OF WASTEWATER TREATMENT SERVICES**

This Agreement entered in to this ___ day of July, 2020, by and between the Town of Lisbon (herein referred to as “Lisbon”), a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Village of Sussex (herein referred to as “Sussex”), a municipal corporation organized and existing under the laws of the State of Wisconsin.

WITNESSETH:

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

WHEREAS, Sussex and Lisbon have entered into intermunicipal agreements for the provision of sewage treatment services, and agreements dated December 28, 1992, January 22, 2001 and August 6, 2006 (herein the “Prior Agreements”); and,

WHEREAS, Sussex and Lisbon have negotiated an intermunicipal boundary agreement pursuant to the provisions of Section 66.0301, Wis. Stats., which provides, in part, for the establishment of permanent boundaries between the municipalities, and for the provision of wastewater treatment services for Lisbon; and,

WHEREAS, Sussex and Lisbon are entering into this Agreement for the joint governmental purpose of providing sewage treatment services to property owners and citizens within their respective boundaries.

NOW THEREFORE, pursuant to Sections 66.0301 and 66.0813, Wis. Stats., and based upon the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

I. DEFINITIONS.

1.1 Agreement. “Agreement” shall mean this document together with the Exhibits attached hereto.

1.2 Average Daily Flow. “Average Daily Flow” shall mean the wastewater generated by the District over the previous 120 days divided by 120.

1.3 BOD. “BOD” shall mean biochemical oxygen demand, as defined in the 17th edition of *Standard Methods for the Examination of Water and Wastewater*.

1.4 Capacity Allocation. “Capacity Allocation” shall mean the right to discharge wastewater to the Sussex sewerage system up to the limits set forth in this Agreement.

1.5 Commercial Users. “Commercial Users” shall mean any property occupied by a nonresidential establishment not within the definition of an “Industrial User”, and which is connected to the wastewater facilities.

1.6 Domestic Wastewater. “Domestic Wastewater” shall mean the water-carried wastes from residences, business buildings, institutions or industrial establishments generated by personal activities (from sources such as kitchens, bathrooms, lavatories, and toilets). Strength characteristics of this wastewater shall be deemed to be equal to those of the “equivalent residential unit” unless, in the case of a commercial user, strength characteristics are determined to be different by the completion of a waste strength certification form. Domestic wastewater does not include process wastewater from industrial establishments, infiltration, or inflow.

1.7 Residential Equivalent Connection. “Residential Equivalent Connection” (REC) shall mean the average annual discharge of a domestic wastewater residential unit. A REC shall be defined as 140 gallons per person per day of average daily flow at 175 mg/l BOD, 192 mg/l TSS, 26 mg/l NH₄-N 1 and 3 mg/l P. A residential unit shall be defined as 3 people per unit. In the event Sussex should revise its formula for calculating a Residential Equivalent Connection, the Sussex REC shall be applicable to Lisbon.

1.8 Industrial Users. “Industrial Users” shall have the meaning set forth in §13.04 (13) of the Sussex Sewer Service Code, to wit: any nonresidential user identified in Division A, B, D, E, or I of the Standard Industrial Classification Manual. Class III also shall include any user that discharges wastewater containing toxic or poisonous substances as defined in Section 307 or Section 502 of the Clean Water Act, or any substance(s) causing interference in the wastewater facilities. Class III shall include any nonresidential user who: 1) is subject to national categorical pretreatment standards, 2) has a nondomestic flow of 25,000 gallons or more per average work day, 3) contributes more than 5% of the average dry weather capacity of the wastewater facility, or 4) is determined by the Approving Authority or Superintendent to have the potential to adversely affect the wastewater facility, or as otherwise revised from time to time.

1.9 Infiltration. “Infiltration” shall mean water entering a sewer system, including sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.

1.10 Infiltration/Inflow. “Infiltration/Inflow” shall mean the total quantity of water from both infiltration and inflow without distinguishing the source.

1.11 Inflow. “Inflow” shall mean the water discharged into a sewer system, including service connections, from such sources as, but not limited to, roof leaders, cellar, yard, and area drains, foundation drains, sump pumps, cooling towers, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm water, surface run-off, street wash waters, or drainage. Inflow does not include, and is distinguished from infiltration.

1.12 Peak Daily Flow. “Peak Daily Flow” shall be the maximum daily flow over a 48-hour period divided by 2 for a storm frequency interval of 5 years or less.

1.13 Process Wastewater. “Process Wastewater” shall mean any wastewater, other than domestic wastewater and infiltration and inflow, discharged to the sewerage system.

1.14 Regional Treatment Facility. “Regional Treatment Facility” shall mean the area wide regional treatment facility located in the Village of Sussex.

1.15 Residential User. “Residential User” shall mean all premises used only for human residency and that are connected to the sewerage system.

1.16 Sanitary District. “Sanitary District” shall refer to Town of Lisbon Sanitary District No. 1.

1.17 Service Areas. “Service Areas” shall refer to the defined 208 sanitary sewer service area located within Lisbon and Sussex, respectively, as the same exists or as the same may be modified by the Southeast Wisconsin Regional Planning Commission (SEWRPC).

1.18 TSS. “TSS” shall mean Total Suspended Solids as defined in the 17th edition of *Standard Methods for the Examination of Water and Wastewater*.

II. GENERAL INTENT.

Sussex operates and maintains an area wide regional waste water treatment facility to treat and dispose of sanitary wastes generated within the Service Areas of Lisbon and Sussex. Lisbon has, in accordance with the Prior Agreements, extended sanitary sewer service to portions of the Services Areas located within Lisbon, and has purchased additional capacity from Sussex which will allow the extension of sanitary sewer service within other areas of Lisbon that have been designated as being within the service area.

Subject to this Agreement and the Sussex Sewer Service Ordinance, users in Lisbon shall enjoy all rights, privileges and obligations of all other users of the Sussex sewerage system.

Sussex’s intent in offering sewer service to Lisbon is to fulfill its obligation under the 2020 “Boundary Stipulation and Intermunicipal Agreement” entered under Section 66.0301, Wis. Stats., and to assist overcoming water quality and public health problems which may occur in Lisbon associated with failing private onsite septic systems.

III. SERVICE AREA AND CAPACITY.

3.1 Capacity Allocation. Sussex shall provide the following amounts of capacity to Lisbon for the term of this agreement:

Average Daily Flow

891,140 gallons per day

Peak Daily Flow	2,227,850 gallons per day
Average Daily BOD Loading	1,076.7 pounds per day
Average Daily TSS Loading	1,261.7 pounds per day
Average Daily Nitrogen Loading	192.0 pounds per day
Average Daily Phosphorous Loading	26.1 pounds per day

Of the capacity purchased by Lisbon, 40,0000 gpd was previously transferred by Lisbon to Town of Lisbon Sanitary District No. 1. In addition to this transferred capacity, the Sanitary District obtained the right to utilize 270,000 gpd under the term of a contract between Sussex and the Sanitary District dated August 9, 1989. Of this capacity acquired under the August 9, 1989 agreement, 155,000 gpd remains available to the Sanitary District and, when used, will not reduce Lisbon’s capacity as provided in this Section.

3.2 Capacity Allocation Utilization. When the Capacity Allocation utilized by Lisbon, as determined under section 3.3 of this Agreement, exceeds 85% of the average daily flow or peak daily flow from Section 3.1 of this Agreement, Sussex shall submit written notification of that fact to Lisbon.

When Capacity Allocation utilized by Lisbon, as determined under Section 3.3 of this Agreement, exceeds 95% of the average daily flow or peak daily flow from Section 3.1 of this Agreement, Sussex shall again submit written notification of that fact to Lisbon.

If for any reason Lisbon exceeds the original Capacity Allocation, plus or minus any reallocation, Lisbon shall immediately undertake efforts to eliminate excess use. If the excess utilization is not eliminated within 90 days after notification by Sussex, Sussex may enforce the Capacity Allocation limits as determined in Section 3.1 of this Agreement by any lawful means, and Lisbon agrees to cease approving any new connections to the sewer system.

Sussex agrees to enforce capacity limitations on all parties utilizing the Sussex wastewater treatment facility according to their purchased capacity allocations.

3.3 Flow Measurement.

a. The actual flow of wastewater from Lisbon shall be measured at metering stations that shall be installed to accurately measure the total volume of wastewater collected within Lisbon and to transmit the flow information to Sussex. The metering stations shall be located so that all wastewater conveyed to Sussex from Lisbon shall be metered. The meters shall be at a location mutually acceptable to both parties. Sussex shall furnish, install, and maintain the flow meters and telemetry equipment. All costs for construction of the metering chambers, installation of the metering equipment, operation and maintenance of the metering station and communication lines shall be Lisbon’s responsibility.

b. Sussex shall take periodic 24-hour flow proportional samples at the metering stations to determine the waste loadings from Lisbon. These samples will be used for verifying compliance with the Capacity Allocation defined under Section 3.1 of this Agreement.

In the event wastewater sampling determines that the Capacity Allocation is being exceeded, Sussex may institute continuous sampling for the purpose of sewer user charges.

c. The meters shall be calibrated every six months by Sussex with the cost of calibration and adjustment being paid by Lisbon. Lisbon shall be notified of scheduled site calibrations a minimum of five (5) days prior to such calibration.

d. In the event that it is determined that metering the flow of sewage from Lisbon is impractical due to low flow rates or due to joint municipal use of a sewer segment, a method of residential equivalent connections will be employed for determining capacity allocation. Such method shall be mutually agreed upon by Sussex and Lisbon.

IV. INTERCEPTORS.

4.1 Existing Interceptors.

As of the execution of this Agreement, the following interceptors, the location of which are depicted more particularly Exhibit 1 appended to this Agreement, have been constructed and are being utilized to convey sewage to the Regional Treatment Facility located in Sussex:

a. **Northeast Interceptor.** This interceptor was constructed in 1989 under the terms of an agreement between Sussex and Town of Lisbon Sanitary District No. 1. The cost of constructing the Northeast Interceptor from the common boundary line between Sussex and Town of Lisbon Sanitary District No. 1 was divided equally between Sussex and the Sanitary District to the point at which the Northeast Interceptor connects with the Bugline Interceptor at Canyon Meadow Court. Pursuant to the terms of the construction agreement, that portion of Northeast Interceptor located within the boundaries of the Sanitary District is owned by the Sanitary District, and the remaining portion of the Interceptor is owned by Sussex.

b. **Lannon Interceptor.** The Lannon Interceptor was constructed pursuant to an agreement between the Villages of Lannon and Menomonee Falls, Lisbon, the Sanitary District and Sussex. Each participating municipality owns a proportionate share of the capacity within the interceptor, and the costs associated with utilization of the interceptor, as well as replacement costs, are governed under the terms of that separate agreement between Lannon and Lisbon dated January 10, 1994. There exist additional separate agreements between Lannon and the other participating municipalities.

c. **Hwy K Interceptor.** The Hwy K Interceptor was constructed by Sussex, and is connected with a dual force main extending from the Sussex Corporate Center Lift Station to the Regional Treatment Facility. Lisbon paid 46% of the cost of constructing the dual force main, and Sussex paid the remaining 54% of the construction costs relating to the dual force main portion of this interceptor

d. **Richmond School Force Main.** The cost of constructing Richmond School Force Main was paid by Sanitary District, and is used to provide sanitary sewer service to the Lisbon Fire Station and Richmond School.

e. **Kohl's Interceptor.** This interceptor was constructed by the Sussex in 2004. At the time of construction, the interceptor was oversized to provide future sanitary sewer service to Lisbon. The cost of oversizing was \$345,000.00. As of the execution of this Agreement, there are two properties (Kohl's and Shopko) which utilize this interceptor to convey sanitary sewage to the Regional Treatment Facility.

f. **STH 164 Interceptor.** This interceptor is located in Lisbon, and was constructed by Lisbon in order to provide sanitary sewer service for anticipated future development. This interceptor is not connected to the existing interceptor system.

g. **Bugline Interceptor.** This interceptor was constructed by Sussex in the late 1960's and collects and conveys sewage from the Northeast Interceptor and the Kohl's Interceptor, and will connect and convey sewage from the Hwy 164 Interceptor to the Regional Treatment Facility. The Bugline Interceptor was constructed by and is owned entirely by Sussex.

4.2 Capital Costs for Replacement of Sewer Interceptors.

The system of Interceptors and related lift stations may, in the future, require capital improvements necessitated by deterioration, replacement, growth or compliance with DNR or EPA regulations. For purposes of this Agreement, a Capital Project shall mean any repair, replacement or upgrade with a project cost of \$100,000 or greater. Project Costs shall be shared by Sussex and Lisbon utilizing the same methodology in allocating those project costs as are used in the Lannon Interceptor Agreement dated January 10, 1994, which both the Town and Village are parties.

Exhibit 2, which is appended hereto and incorporated herein by reference, establishes project costs based on capacity in the various interceptors as that capacity has been assigned and is owned by the Town and Village as of the date of this Agreement. It is understood that Exhibit 2 shall be amended, from time to time, to account for interceptor capacity owned by each municipality in the respective interceptor system. Any amendments shall be consistent with the methodology used in preparing Exhibit 2 and as described herein.

V. **SEWER SERVICE AND CHARGES.**

5.1 Sewer Connections.

a. Before the connection of Lisbon's local collection system to the Sussex regional wastewater treatment facility, Lisbon shall furnish to Sussex as-built drawings and system maps of Lisbon's sewer collection and interceptor system. The system maps shall indicate the location and sizes of all sewer lines and appurtenances within Lisbon's system to be connected.

b. Lisbon shall establish procedures for the inspection and approval by a licensed plumbing inspector of all installations of building connection laterals. Such laterals shall be installed according to State plumbing codes and general specifications approved by Sussex. All building connection laterals shall be installed by a plumber licensed by the State of Wisconsin. Lisbon shall forward to Sussex by the first day of every month copies of the installations permits

that were issued during the preceding month. Sussex may conduct spot inspections to determine compliance with Sussex requirements.

c. Lisbon shall on a monthly basis provide Sussex with a compliance report, certified by Lisbon's plumbing inspector, that the connection was inspected and was made according to all state and local regulations.

d. The abandonment of any private sewage system in Lisbon shall be done by a licensed septic plumber according to all legal requirements. Lisbon shall not permit septic waste from unconnected properties or from properties in the process of septic system abandonment to be deposited in the sewerage system. Septic and holding tank wastes shall be conveyed to the Sussex Regional WTF for disposal.

5.2 Sewer Extensions.

a. Lisbon shall not construct any sanitary sewer extension to service land that is not served by sanitary sewers until the plans for such sewers have been reviewed and approved by Sussex. Approval shall not be unreasonably withheld.

b. Sussex shall approve the submitted plans if such plans are consistent with the Sussex 2020 Sewer Service Facility Plan (or future Sewer Service Facility Plan), and Sussex's rules and regulations. The flows and loadings resulting from the sewer extension shall not cause the Capacity Allocation as determined in Section 3.1 above to be exceeded.

5.3 Right of Inspection. The parties to this Agreement agree that Sussex shall have the right to inspect all users' plumbing systems within the Lisbon service area; and that if, from any such inspection, it is determined by Sussex that any deleterious waste is entering the sewerage system, the user and Lisbon will be notified in writing and will be required to exercise their best efforts to cease and desist immediately; and in the event Lisbon and/or the user fails to take corrective action, Sussex, or Lisbon at Sussex's direction, shall pursue any and all remedies available to achieve compliance.

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

5.5 Adoption of Sewer Service Ordinance. Lisbon hereby agrees to comply with the Sussex Sewer Service Ordinance now in existence or enacted at any time during the existence of this Agreement or any extension of this Agreement. Such sewer service regulation shall require all users of the Lisbon sewerage system, located within the Sussex sewer service area, to comply with all applicable ordinances, rules, and regulations of Sussex. Lisbon shall not be required to comply with new rules or regulations which are contrary to the intent of this Agreement without a mutually agreed upon amendment to this Agreement unless the new rules or regulations are required by the DNR or EPA.

Lisbon shall adopt a Sewer Service Ordinance substantially in conformity with the Sussex Sewer Service Ordinance. Sussex shall not change any sections or language of the Sussex Sewer Service Ordinance that would violate the intent of this Agreement. Sussex shall provide a copy of the Sussex Sewer Service Ordinance as it is revised to Lisbon.

5.6 Sewage Treatment Rates.

a. For the acceptance, treatment and disposal of wastewater transmitted to Sussex from Lisbon and for the operation and maintenance, including DNR mandated replacement fund expense, for the treatment facility, Lisbon shall pay the rates as described in Chapter 13 of the Sussex Municipal Code as modified below:

1. Costs for the operation, maintenance, replacement, depreciation, capital expenditures and expansion of the Sussex collection system shall be deducted from the rate applied to Lisbon.

b. The adjusted sewer user charge rate will be applied to the total wastewater flow as metered at Lisbon connection point(s).

c. Copies of the annual sewer utility budget, rate computations, and annual sewer utility audit shall be made available to all parties of this Agreement. A separate audit of the shared wastewater treatment plant facility and a separate audit of the remaining sewer system facilities shall be required to determine the cost allocations of each facility and the cost of each shared element.

5.7 Billing Procedures. Sussex shall bill Lisbon monthly commencing upon connection. Lisbon shall pay each invoice within 30 days after the date of billing, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to a late payment charge of 1-1/2% per month. Before Lisbon can contest any charge or billing, the charge or billing shall be paid in full.

5.8 Retained Plant Charge and Interceptor Capacity Charge. As of the execution of this Agreement, Sussex charges all new users:

a. A Retained Plan Charge levied pursuant to Chapter 13 of Sussex Municipal Code. The Retained Plant Charge is designed to recover the net asset value of the existing Sussex wastewater treatment facilities that will be retained for future use. The Retained Plan Charge, so long as Sussex continues to collect this charge, shall be collected by Lisbon before Lisbon issues a plumbing permit for connection to Lisbon's sewerage system. Lisbon shall forward the collected charges to Sussex within 30 days after collection.

b. An Interceptor Capacity Charge shall be levied pursuant to Chapter 13 of the Sussex Municipal Code. The Interceptor Capacity Charges is designed to recover the costs incurred for providing excess capacity to accommodate future growth in the Sussex interceptor system. This charge shall be applicable to Lisbon only in the event that Lisbon's sewerage system

is connected directly to the Sussex interceptor system. This charge shall be collected by Lisbon before Lisbon issues a plumbing permit for connection to the Lisbon sewerage system. Lisbon shall forward the collected charges to Sussex within 30 days after collection.

c. An Interceptor Capacity Charge shall not be required for any connection to the Regional Waste Water Treatment Facility where the Lisbon connection utilizes an interceptor for which Lisbon or the Sanitary District has previously purchased interceptor capacity. As of the execution of this Agreement, those interceptors include the Hwy K Interceptor and the Lannon Interceptor. The obligation to pay an interceptor capacity charge for connecting to the Hwy K Interceptor is waived in consideration of Lisbon's consent to allow annexation of a parcel of land comprised of 80 acres, more or less, and commonly referred to as the "Brown Property" Tax Parcel # LSBT0273998.

d. Wastewater collected will be transmitted to the Sussex Regional Wastewater Treatment Facility through the interceptor/force main system which currently exists, and which is depicted more particularly on Exhibit 1, or which may be constructed in the future in accordance with the Regional Interceptor Facility Plan. At such time as Lisbon extends sanitary sewer service requiring connection to the interceptor/force main system, the event which requires payment of the interceptor capacity charge referred to herein, Lisbon shall have the option of purchasing capacity in the interceptor/force main for which connection is required in order to provide sanitary sewer service. In the event Lisbon elects to purchase capacity, the costs incurred by Sussex when constructing the interceptor/force main system shall be allocated between Lisbon and Sussex on a percentage-of-intended-use basis. Upon making such an election, and upon payment of the contribution required of Lisbon, the interceptor shall be jointly owned and no interceptor capacity charge shall be required of Lisbon in order to utilize the interceptor to transmit sewage to the Sussex Regional Wastewater Treatment Facility.

5.9 Biosolids Disposal. Lisbon shall not ban biosolids land disposal, for biosolids originating from the Sussex Wastewater Treatment Facility.

VI. ADMINISTRATION OF AGREEMENT.

6.1 Technical Advisory Committee. As a vehicle for dealing with the technical and financial details of this Agreement and similar agreements, a Technical Advisory Committee (TAC) shall be created. This committee shall be composed of a single representative from Sussex and Lisbon who shall inform and make recommendations to the respective governing bodies of Sussex and Lisbon. The TAC shall be informed of, and shall review, technical updates on the wastewater treatment facility construction and operation, WPDES requirements, discharge permit revisions, industrial pretreatment requirements, contract modifications and ordinance changes on a regular basis. The TAC shall convene at least annually to review the previous year's operation results of the wastewater treatment facility, the previous year's audit report and proposed wastewater treatment budget, rates, and charges.

6.2 Books and Records. Each party of this Agreement shall keep accurate books, records, and accounts of costs, expenses, expenditures, and receipts as they pertain to this

Agreement. Upon reasonable notice, either party shall be entitled to examine any such books and records. Either party may request an annual certified audit report for the books and records of the other party.

6.3 Disputes.

a. *Public Service Commission.* The parties hereto agree to utilize and be bound by the provisions of Section 66.0821(5), Wis. Stats., for the resolution of any dispute involving the interpretation of rates, rules or practices of the parties which are in any way impacted by the terms of this Agreement.

6.4 Penalties and Remedies.

a. In the event a penalty is levied by DNR or EPA not exceeding \$10,000 per violation, plus damages, then Sussex may charge a penalty in that amount to Lisbon if Lisbon is responsible for discharge of wastewater to the Sussex Sewerage System that is inhibiting to the sewer system. Each day the condition is allowed to exist may constitute a separate and new violation. Any such penalty levied shall be subject to review under the terms of paragraph 6.3 “Disputes.”

b. Lisbon agrees that in the event of a violation of this Agreement or the Sussex Sewer Service Ordinance not specified under Section 6.4 a., and after such notice has been given, penalties may be assessed in the amount of \$500.00 per day for each violation, with each day of continued violation consideration as a separate “offense” for which an additional penalty would be due. The penalty shall be in addition to any penalty levied by any regulatory agency and any actual damages suffered by Sussex. Any such penalty levied shall be subject to review under the terms of Paragraph 6.3 “Disputes.”

c. Lisbon agrees that in the event Lisbon exceeds the Capacity Allocation as determined in Section 3.2 and fails to undertake means acceptable by Sussex to limit or eliminate excessive utilization, Sussex shall have the right to refuse future sewer extensions and/or future sewer connections to the Lisbon sewerage system in addition to the penalties identified above.

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

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

Town of Lisbon
W234 N8676 Woodside Road
Sussex, WI 53089

Village of Sussex
N64 W23760 Main Street
Sussex, WI 53089

VII. MISCELLANEOUS.

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

7.2 Prior Agreements. The Prior Agreements of the parties are superseded by this Agreement.

7.3 Effective Date. The effective date of this Agreement shall be the date upon which is it executed by the parties.

7.4 Term of Contract. This Agreement shall be in effect unless the Agreement is terminated or extended by mutual agreement of Lisbon and Sussex. Specific terms of this Agreement shall be renegotiated by Lisbon and Sussex in the event of an occurrence beyond the control of Sussex, or caused by a governmental agency, and not covered by this Agreement. The terms of this Agreement shall survive the underlying agreement between Lisbon and Sussex, entered into in accordance with the provisions of Section 66.0301, Wis. Stats.

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

If any clause, provision, or section of this Agreement is found to be in conflict with previous Agreements or Amendments, the most current provision or section shall control.

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

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

[SIGNATURE LINES ON NEXT PAGE]

Dated this ____ day of _____, 2020

VILLAGE OF SUSSEX

By: _____
Anthony LeDonne, Village President

Attest:

By: _____
Sam Liebert, Village Clerk

Dated this ____ day of _____, 2020

TOWN OF LISBON

By: _____
Joseph Osterman, Town Chairman

Attest:

By: _____
Steven A. Braatz, Jr., Interim Clerk

EXHIBIT 1

Intermunicipal Agreement Between the
Town of Lisbon and the Village of Sussex
for the Extension of Wastewater Treatment Services

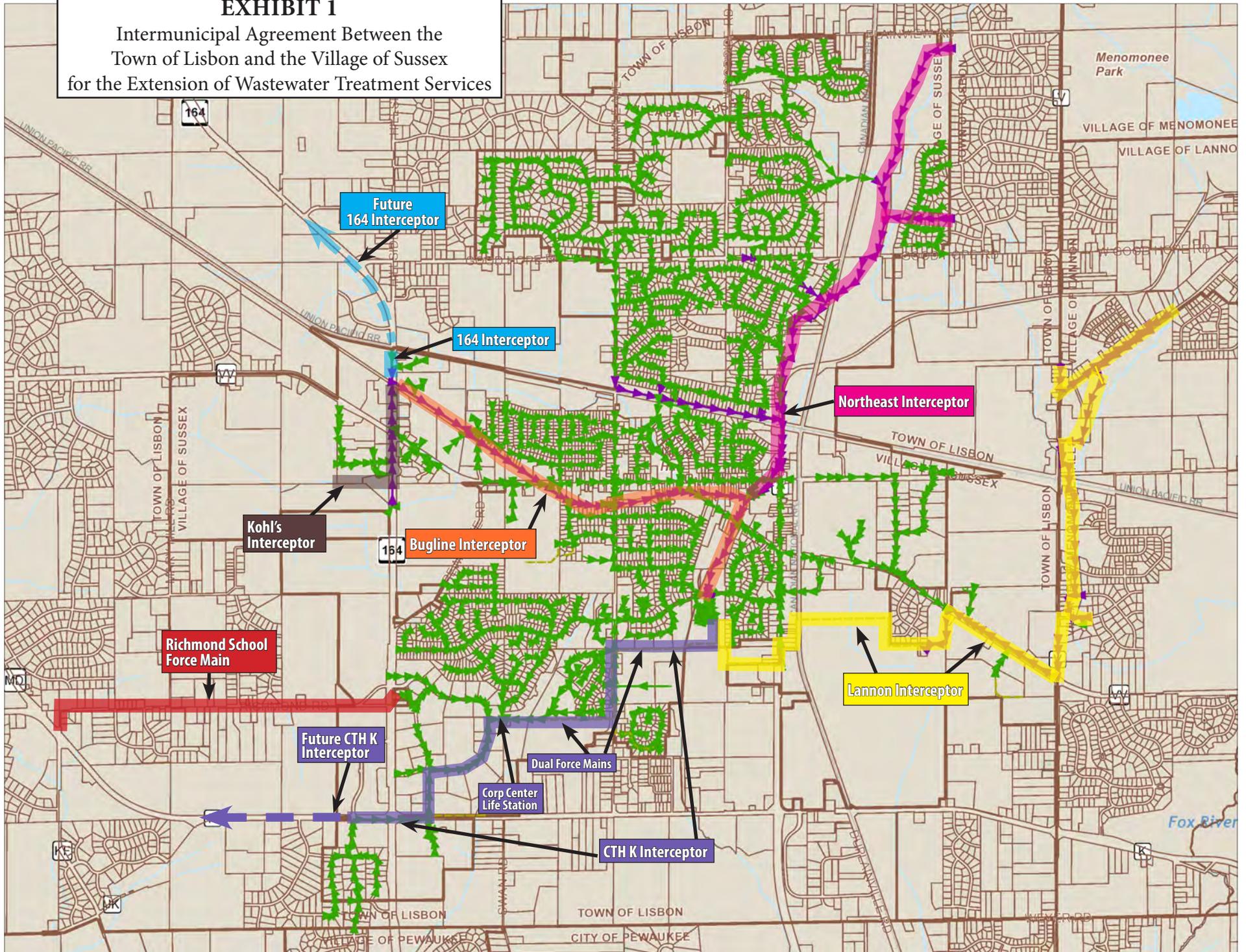


EXHIBIT 2- SUSSEX AND LISBON SEWER INTERCEPTOR CAPITAL COST SHARES

Kohl's Interceptor													
Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Sussex		Lisbon		Lisbon Sanitary District #1	
1	Vista Run SN214019	Kohl's SN214020	Pipe (G) Manhole	102.00 1	LF each	24" PVC	8.33	8.33	100%	0	0%	0	0%
2	Kohl's SN214020	Walgreens SN214025	Pipe (G) Manhole	771.21 4	LF each	24" PVC	8.33	8.33	100%	0	0%	0	0%
3	Walgreens SN214025	STH 164 N. of Prospect SN214008	Pipe (G) Manhole	451.50 3	LF each	24" PVC	8.44	8.44	100%	0	0%	0	0%
4	STH 164 N. of Prospect SN214008	Main St SN214005	Pipe (G) Manhole	809.10 3	LF each	30" Conc	10.61	10.61	100%	0	0%	0	0%
5	Main St. SN214005	Bugline Interceptor SN214001	Pipe (G) Manhole	1099.00 4	LF each	30" Conc	10.61	10.61	100%	0	0%	0	0%
Hwy K Interceptor													
Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Sussex		Lisbon		Lisbon Sanitary District #1	
1	Business Drive SN334029	STH 164 SN343001	Pipe (G) Manhole	1088.30 3	LF each	15" PVC	2.79	1.5066	54.00%	1.2834	46.00%	0	0.00%
2	STH 164 SN343001	Executive Drive SN343003	Pipe (G) Manhole	714.60 2	LF each	15" PVC	2.79	1.5066	54.00%	1.2834	46.00%	0	0.00%
3	Executive Drive SN343003	South Corporate Circle SN342013	Pipe (G) Manhole	1197.50 4	LF each	12" PVC	2.79	1.5066	54.00%	1.2834	46.00%	0	0.00%
4	South Corporate Circle SN342013	North Corporate Circle SN342003	Pipe (G) Manhole LS	2264.60 9	LF each	15" & 18" PVC	2.79	1.5066	54.00%	1.2834	46.00%	0	0.00%
5	North Corporate Circle SN342003	Brandon Oaks SN342004	Pipe (G) Manhole	336.30 1	LF each	18" PVC	5.32	2.8728	54.00%	2.4472	46.00%	0	0.00%
6	Brandon Oaks SN341001	Corporate Center LS LS341001	Pipe (G) Manhole LS	40.00 1 1	LF each	18" PVC	6.461	3.48894	54.00%	2.97206	46.00%	0	0.00%
7	Corporate Center Lift Station (2@1450 GPM) LS341001	Plant	Pipe (Pressure) Pipe (Pressure)	10985.00 4556.00	LF LF	10" 16"	6.461	3.48894	54.00%	2.97206	46.00%	0	0.00%

STH 164 Interceptor													
Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Sussex		Lisbon		Lisbon Sanitary District #1	
1	STH 164 RR SN214001	Stonegate SN225002	Pipe (G) Manhole	635.40 2	LF each	36" Conc	20.86	20.86	100%	0	0%	0	0%

Bugline Interceptor													
Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Sussex		Lisbon		Lisbon Sanitary District #1	
1	Stonegate SN225002	Sussex IM SN223006	Pipe (G) Manhole	1560.80 4	LF each	36" Conc	13.34	13.34	100.00%	0	0.00%	0	0.00%
2	Sussex IM SN223006	Pewaukee Rd. SN223007	Pipe (G) Manhole	297.00 1	LF each	36" Conc	13.34	13.34	100.00%	0	0.00%	0	0.00%
3	Pewaukee Rd. SN223007	Main St SN271005	Pipe (G) Manhole	1959.60 5	LF each	36" Conc	13.34	13.34	100.00%	0	0.00%	0	0.00%
4	Main St. SN271005	Locust Extended SN271006	Pipe (G) Manhole	375.00 1	LF each	36" Conc	13.57	13.57	100.00%	0	0.00%	0	0.00%
5	Locust Extended SN271006	Orchard Extended SN262080	Pipe (G) Manhole	2984.79 13	LF each	24, 27 & 36" Conc	13.57	13.57	100.00%	0	0.00%	0	0.00%
6	Orchard Extended SN262080	NE Interceptor Connection SN261002	Pipe (G) Manhole	1609.40 7	LF each	27"conc	14.12	14.12	100.00%	0	0.00%	0	0.00%
7	NE Interceptor Connection SN261002	Silver Spring Dr. SN261013	Pipe (G) Manhole	699.80 4	LF each	36&42" Conc	21.71	19.67648	90.63%	0	0.00%	2.03352	9.37%
8	Silver Spring Dr. SN2610013	Clover Dr. West SN263004	Pipe (G) Manhole	1869.60 7	LF each	36" Conc	24.59	22.55648	91.73%	0	0.00%	2.03352	8.27%
9	Clover Dr. West SN263004	Clover Dr. East SN263068	Pipe (G) Manhole	126.2 1	LF each	36" Conc	24.59	22.55648	91.73%	0	0.00%	2.03352	8.27%
10	Clover Dr. East SN263068	Plant SN263069	Pipe (G) Manhole	102.5 1	LF each	36" Conc	73.67	71.63648	97.24%	0	0.00%	2.03352	2.76%

North East Interceptor

Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Sussex		Lisbon		Lisbon Sanitary District #1	
1	Plainview Lift SN132001	Woodland Trails / Preserve Connection SN132004	Pipe (G) Manhole	868.50 3	LF each	12" PVC	2.06	0.8	38.83%	0	0.00%	1.26	305 homes 61.17%
2	Woodland Trails / Preserve Connection SN132004	Coldwater Creek SN133004	Pipe (G) Manhole	3082.90 9	LF each	12" PVC	2.06	0.8	38.83%	0	0.00%	1.26	61.17%
3	Coldwater Creek SN133004	Jeanine Connection SN133006	Pipe (G) Manhole	726.00 2	LF each	18" PVC	4.39	3.13	71.30%	0	0.00%	1.26	28.70%
4	Jeanine Ln	NE Interceptor	Pipe (G) Manhole	1509.6 6	LF each	8" PVC	0.88	0.10648	12.10%	0	0.00%	0.77352	190 homes (167 Lisbon, 23 Sussex) 87.90%
5	Jeanine Connection SN133006	Halquist @ Railroad SN231001	Pipe (G) Manhole	2556.90 8	LF each	21 & 24" Conc	4.85	2.81648	58.07%	0	0.00%	2.03352	41.93%
6	Halquist @ Railroad SN231001	Canyon Meadows SN231003	Pipe (G) Manhole	310.50 2	LF each	24" Conc	6.63	4.59648	69.33%	0	0.00%	2.03352	30.67%
7	Canyon Meadows SN231003	Homestead Ct SN231087	Pipe (G) Manhole	870.60 2	LF each	24" Conc	6.63	4.59648	69.33%	0	0.00%	2.03352	30.67%
8	Homestead Ct SN231087	Cooling Meadows @ Waukesha Ave SN231079	Pipe (G) Manhole	1242.00 4	LF each	24" Conc	6.63	4.59648	69.33%	0	0.00%	2.03352	30.67%
9	Cooling Meadows @ Waukesha Ave SN231079	Linda Drive SN234002	Pipe (G) Manhole	1113.20 3	LF each	24" Conc	6.97	4.93648	70.82%	0	0.00%	2.03352	29.18%
10	Linda Drive SN234002	Mapleway (18") SN234006	Pipe (G) Manhole	328.60 1	LF each	24" Conc	8.16	6.12648	75.08%	0	0.00%	2.03352	24.92%
11	Mapleway (18") SN234006	Sherry's Plat SN234031	Pipe (G) Manhole	971.8 4	LF each	24" Conc	10.12	8.08648	79.91%	0	0.00%	2.03352	20.09%
12	Sherry's Plat SN234031	Main Street SN234035	Pipe (G) Manhole	507.0 2	LF each	21" & 30" Conc	10.12	8.08648	79.91%	0	0.00%	2.03352	20.09%
13	Main Street SN234035	Bugline Interceptor SN261061	Pipe (G) Manhole	703.6 6	LF each	24" Conc	10.12	8.08648	79.91%	0	0.00%	2.03352	20.09%

EXHIBIT

G

**AGREEMENT FOR THE PROVISION OF WATER SERVICE BETWEEN THE
TOWN OF LISBON AND THE VILLAGE OF SUSSEX**

(Sec. 66.0301, Wis. Stats.)

This **AGREEMENT**, entered into this 23rd day of July, 2020, between Town of Lisbon, organized and existing under the laws of the State of Wisconsin with principal offices at W234 N8676 Woodside Road, Lisbon, WI 53089, (the “Town”) and the Village of Sussex, a Municipal Corporation organized and existing, under the laws of the State of Wisconsin with principal offices at N84 W23760 Main Street, Sussex, WI 53089, (the “Village”), is as follows:

WITNESSETH:

WHEREAS, the Village owns and operates a system of water supply, storage, pumping, and distribution facilities which has capacity for supplying water utility service to properties in the Town; and

WHEREAS, the Town has no water supply, storage, pumping or distribution capabilities and has expressed a desire that the Village provide retail water utility service to properties in certain identified areas in the Town, said lands being those described in Exhibit 1 attached (“2020 Water Service Area”); and

WHEREAS, the Village has agreed to sell water to persons and places in the 2020 Water Service Area; and

WHEREAS, §66.0813(1), Wis. Stats., authorizes a Village owning a water utility to serve persons or places outside its corporate limits, and §66.0813(3), Wis. Stats., authorizes the limits of the Village’s provision of water utility service in the Town to be delineated and fixed by Village ordinance; and

WHEREAS, water supplied to the 2020 Water Service Area by the Village may supply property improvements supporting various land uses, including residential

dwellings, commercial businesses and institutional and industrial areas within the boundaries of the Town, the serviced properties being called "users"; and

WHEREAS, the Town and Village are willing to enter into a contract for water utility service under§66.0301, Wis. Stats; and

WHEREAS, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is acknowledged, and in further consideration of the covenants herein contained and the benefits derived by each, the Town and the Village contract and agree:

A. RECITALS

The representations and recitations in the foregoing Recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were set forth in this Paragraph A and constitute representations and understandings of the Village and the Town according to the tenor and import thereof.

B. GENERAL INTENT AND OWNERSHIP

The Town, at its sole expense, will acquire necessary land and easements and plan, design, and construct water supply facilities in the 2020 Water Service Area (the “Town Area Facilities”), including but not limited to, water mains, service laterals, and booster pump stations with back-up generators for connecting to the Village’s water system. The Town Area Facilities shall be designed to provide water and fire protection service to users within the 2020 Water Service Area. After construction, the Town will dedicate the Town Area Facilities to the Village, and the Village will own the Town Area Facilities, subject to acquisition by the Town under Paragraph R. The Town Area Facilities shall include all facilities up to and including the “curb stop” unless the service is larger than two inches, in which case the Town Area Facilities will extend to the first valve at the connection point.

C. SERVICE AREA AND CAPACITY

The Village’s provision of water utility service in the 2020 Water Service Area shall be contingent upon Public Service Commission approval authorizing the extension of water

utility service within the 2020 Water Service Area. The Village shall initially serve only users within the 2020 Water Service Area of the Town as depicted on Exhibit 1 which is appended hereto and incorporated herein by reference. The Town may request amendment of the Service Area and any request shall not be unreasonably denied by the Village. The extended service shall be regulated under the terms of this Agreement.

D. TOWN AREA FACILITIES

- (1) The Town shall be responsible and bear all costs for the planning, design, bidding, and construction of the Town Area Facilities needed to serve properties within the 2020 Water Service Area. All plans and specifications for the Town Area Facilities shall be submitted to the Village Engineer for review and approval, which shall be provided promptly and not be unreasonably withheld or denied. The Village Engineer's review shall be to determine consistency with construction requirements and standards of similar Village construction projects. It is expressly recognized that design of the Town Area Facilities shall be consistent with PSC 185.52 Wis. Admin. Code related to system looping to avoid dead-end mains.
- (2) The Village, or its delegee, shall be permitted to periodically inspect construction of the Town Area Facilities.
- (3) If Town Area Facilities will be constructed in the Village, the Village shall grant to the Town any permits, easements or other necessary approvals within public right-of-way or within existing public easements needed for constructing the Town Area Facilities. The Town shall restore any areas disturbed by the construction to pre-construction conditions, and the restoration upon completion of construction must be approved by the Village before final payment by the Town to the contractor retained by the Town for the work, which approval will not be unreasonably withheld.
- (4) Upon completion of the construction of the Town Area Facilities, the Town shall dedicate the Town Area Facilities to the Village and the Village shall accept dedication and ownership. Any warranties shall pass through to the Village.

- (5) The Village shall be responsible for the operation and maintenance of the Town Area Facilities, but it may contract with the Town or a third-party to conduct such operation and maintenance. The Town shall inform the Village of breaks/malfunctions in the Town Area Facilities of which it becomes aware. Any costs incurred in repairs, capital improvements or replacement of Town Area Facilities shall be borne by the Town.
- (6) Any future expansion or extension of the Town Area Facilities to serve additional properties in the 2020 Water Service Area will also be undertaken and paid for by the Town under the process set out in this Section D. Any future expansion or extension of the Town Area Facilities to serve propert(ies) located outside of the 2020 Water Service Area must be approved in writing by the Town and Village.

E. METERS

- (1) The Village shall install meters and remote meter reading technology consistent and compatible with the Village's existing meters and meter reading technology now deployed or to be deployed in the future (to the Village's specification to ensure seamless integration with the Village's existing systems) for accurately measuring the quantity of water delivered to each water customer in the 2020 Water Service Area. The Village shall operate, maintain, calibrate, and read the meters of its retail customers as required by Chapter 196, Wis. Stats., and Chapter PSC 185 of the Wisconsin Administrative Code.
- (2) The Town shall be responsible to adopt necessary ordinances, make necessary contacts, perform scheduling, obtain easements or right of ways, and adopt rules and regulations, so as to allow the Village to install and access said meters and related technology at all times without interference from property owners under this Agreement.
- (3) The Town shall loan the Village an amount equal to the cost to supply and install the meters and remote meter reading technology. The loan shall be at 0% interest and be amortized over 20 years and equal annual payments of principal shall be made on each anniversary of the loan. Additional loans shall be made from time to time as additional expenditures become necessary. The loan shall become immediately due and payable in the event the Town or a sanitary district created by the Town forms its own water utility pursuant to Subparagraph R.(2). The loan repayment under this paragraph and the depreciated purchase price of the meters and

remote meter reading technology under Subparagraph R.(2) will effectively offset.

F. WATER SUPPLY

The water provided by the Village to water users in the 2020 Water Service Area shall satisfy all regulations for safe drinking water. The Village shall provide water pressure sufficient to satisfy all pressure requirements of the Wisconsin Department of Natural Resources (the “DNR”), of the Wisconsin Public Service Commission (the “PSC”), the Environmental Protection Agency (“EPA”), and the American Water Works Association (“AWWA”). The Town shall reasonably cooperate with the Village to facilitate the provision of retail water service by the Village to water users within the Town.

G. COSTS OF CONSTRUCTION

The Town may recover its costs for the planning, design and construction of the Town Area Facilities allowed by law (but shall not directly or indirectly pass any such costs onto the Village or its related entities).

H. LOCAL ORDINANCES

- (1) The Town agrees to adopt, comply and enforce Chapter 12 of the Village's Municipal Code now in existence or enacted or amended and/or renumbered during the existence of this Agreement or any extension thereof; provided however, if any provision of Chapter 12 of the Village's Municipal Code is inconsistent with the terms of this Agreement, that provision shall not be enforced. By way of illustration, but not by way of limitation, to the extent Chapter 12 of the Village Municipal Code requires annexation to the Village as a condition of obtaining water utility service, that provision would be inconsistent with this Agreement and unenforceable.
- (2) The parties agree that the Village may inspect all necessary components of the Town Area Facilities and the Town shall assist the Village to any extent reasonably necessary. The Town agrees to take all reasonable actions to assist the Village in ensuring continuous water supply to water user in the 2020 Water Service Area.

I. WATER SERVICE CONNECTIONS

(1) The Village may inspect the Town building permit records to ensure compliance with this Agreement. The Village may also inspect any work performed relating to water service connections. All connections to the Town Area Facilities shall meet the requirements of Chapter 12 of the Municipal Code of the Village and the Wisconsin State Plumbing Code.

J. BILLING DATES AND PROCEDURES; PAYMENT TERMS

(1) The Village is providing retail water utility service to users in the 2020 Water Service Area. The Village shall invoice users in the 2020 Water Service Area, at such rates and in accordance with the practices and procedures approved by the Public Service Commission; provided however that the rate charged to users within the 2020 Water Service Area will not exceed 125% of the rate charged by the Village to other customers of the Village.

At such time as the Town submits to the Public Service Commission, and receives approval of the Public Service Commission to create and operate a public water utility, as outlined in Sec. R. of this Agreement, then there after the Village shall provide wholesale water service to the Town and bill the Town for cumulative monthly total charges, the Town shall be liable for payment for all charges relating to the extension of water utility service within the 2020 Water Service Area.

(2) Users in the 2020 Water Service Area shall be subject to the same terms of service as customers within the Village. The terms of service shall be those on file with the PSC. Delinquent payments shall be subject to the same penalties and charges assessed by the Village to Village customers delinquent in the payment of water charges.

K. DISPUTES

The parties agree to be bound by §196.37, Wis. Stats., in resolving any dispute concerning interpreting this Agreement or the rates, rules and practices of the parties.

L. BOOKS AND RECORDS

The Town and the Village shall keep accurate books, records, and accounts of costs, expenses, expenditures, and receipts as they pertain to this Agreement. Upon reasonable notice, either party may examine any such books and records. Either party may request an annual certified audit report of the books and records of the other party.

M. EFFECTIVE DATE

The effective date of this Agreement shall be the date upon which it is executed by the last of the parties to this Agreement.

N. TERM OF CONTRACT; REMEDIES

- (1) The term of this Agreement shall be fifty (50) years and shall be renewed for fifty (50) year periods thereafter commencing on the anniversary date of this Agreement, 2070, unless the Agreement is terminated by mutual agreement.
- (2) Besides the penalties provided herein, and if violation of the terms of this Agreement occurs or of any rule and regulation of the DNR, the EPA, or other authority having legal jurisdiction in these matters, either party may sue in any court of record for declaratory judgment or other relief as provided by law.

O. EFFECT OF AGREEMENT

The Village and Town recognize this Agreement is the product of a unique set of circumstances. It is mutually acknowledged that many provisions contained herein are unique unto themselves and should not be precedent for any future agreement between the Village, the Town and/or other entities.

P. SEVERABILITY

If any clause, provision, or section be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall affect none of the remaining provisions.

Q. BINDING AGREEMENT

This Agreement shall be binding upon the parties and their respective successors and assigns, including an incorporated successor to the Town and shall be considered to run with the land of the Town and any incorporated successor thereto, whether in whole or in part.

R. TRANSFER OF OWNERSHIP

- (1) During the term of this Agreement, the Village shall not transfer, pledge, assign or encumber the Town Area Facilities.
- (2) If the PSC authorizes the Town, or a sanitary district or water district created by the Town, to become a public water utility, upon the written request of the Town, and in accordance with any conditions required by the PSC, the Village shall tender, relinquish and transfer all right and interest to the Town Area Facilities and the meters and remote reading technology installed by the Village under Paragraph E, free and clear of any liens or encumbrances, for the consideration of One (\$ 1.00) Dollar plus the depreciated acquisition and installation cost of the meters and remote meter reading technology. Depreciation shall be calculated on a straight-line 20-year depreciation schedule, which is the expected useful life of said meters as approved by the PSC
- (3) Should the Town, or a sanitary district or water district created by the Town, become a public water utility, the Village may, at its right and discretion, have the authority continue service to the Town as a wholesale customer. The Town will support the application for the conversion with the PSC.
- (4) Master Metering System
 - a. Before re-acquiring the Town Area Facilities, the Town shall install an above-ground metering station equipped with a functional telemetry system to enable both the Town and Village to access real-time flows and pressures.
 - b. The Village shall own and maintain the master meter and telemetry system within the above-ground metering station. The master meter shall be tested and calibrated by the Village annually at Village expense. Copies of all system testing and calibration reports shall be submitted to

both parties within 30 days of meter testing or calibration. The Village shall have access to the meter(s) in the metering station for maintenance at any reasonable time. The meter(s) shall be tested by the Village in accord with a PSC recommended schedule, and copies of all test results shall be provided to the Town. The Town may request additional tests at its expense.

S. PUBLIC SERVICE COMMISSION APPROVAL

The Town shall, at the Town's sole cost and expense, assume responsibility for submitting applications for extension of Village water utility service and construction of water utility facilities within the 2020 Water Service Area to the Public Service Commission and to the Department of Natural Resources, and obtaining approval from the Public Service Commission and the Department of Natural Resources to extend water utility service and construct water utility facilities in the 2020 Water Service Area. In the event approval of the Public Service Commission imposes conditions which are inconsistent with the terms of this Agreement, the conditions required of the Public Service Commission as a condition of providing Village water utility service to the 2020 Water Service area shall control. The Village shall cooperate and assist the Town with any application or submission to the Public Service Commission and the Department of Natural Resources.

T. NOTICE

All notices, demands, and communications provided for herein or made shall be delivered or mailed first class with postage prepaid, addressed in each case as follows, unless some other address shall have been designated in a written notice given in like manner, and shall be deemed to have been given or made when so delivered or mailed:

Village of Sussex
Attn: Village Administrator
Village of Sussex
N84 W23760 Main Street
Sussex, WI 53089

Town of Lisbon
Attn: Town Administrator
W234N8676 Woodside Road
Lisbon, WI 53089

DATED THIS ____ DAY OF _____, 2020

VILLAGE OF SUSSEX

By: _____
Anthony LeDonne, Village President

Attest:

By: _____
Sam Liebert, Village Clerk

DATED THIS ____ DAY OF _____, 2020

TOWN OF LISBON

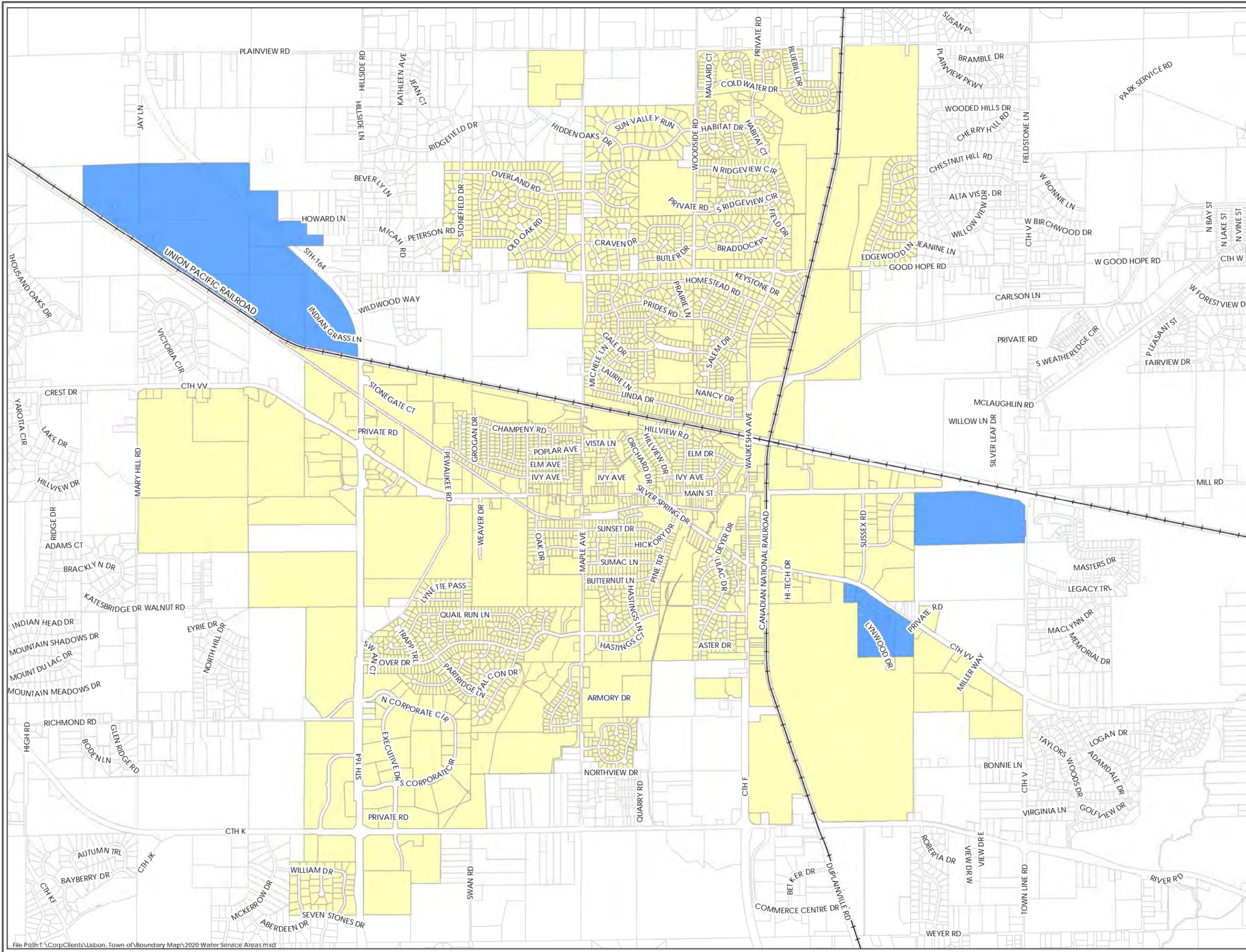
By: _____
Joseph Osterman, Town Chairman

Attest: _____
Steven A. Braatz, Jr., Interim Clerk

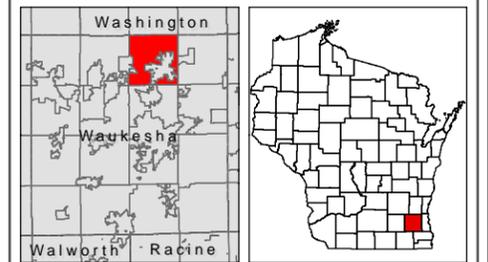
EXHIBIT 1

2020 Water Service Area

Exhibit 1 2020 Water Service Areas



- Water Service Areas
- Railroads
- Current Village of Sussex Parcels
- Other Municipal Parcels



Date Created: 07/23/2020
Date Amended:
 0 0.2 0.4 0.8 Miles



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

Data Sources: Vierbicher, Waukesha County, Town of Lisbon

File Path: T:\Corp\Clients\Lisbon, Town of\Boundary Map\2020 Water Service Areas.mxd

TR Capital
Development Proposal for Town of Lisbon
Lied's Property
July 28, 2020

TR Capital

PO Box 75
Sussex, WI 53089

Owners:

Jon Then
Heidi Then
Rosie Roberts
Eric Roberts

TR Capital is a private real estate company founded by two families residing in Lisbon, Wisconsin. Our primary focus is industrial developments and renovations that add value to the surrounding communities that we are a part of.

Our most recent project was an industrial development/renovation in the Town of Brookfield. This site consisted of 5.25 acres and a 3,800 SF industrial building that was abandoned for 16 years. This project was recently completed and sold to John's Disposal adding substantial value to the surrounding community.

We are looking for approximately 3-5 acres of land in order to build 2 or more multi-tenant industrial buildings. Each building will consist of 8 individual units perfect for small business workspaces. Our goal is to provide a small business service center for the Town of Lisbon residents and surrounding communities. For example but not limited to, roofing companies, plumbers, electricians, welders, small engine repair, hobbyists, classic auto repair, or any other similar business that would be approved for this style space.

Each Fully Functional Unit Offers

1,600 SF shop space

2 - 12' x 16' Overhead Doors

Utility Sink

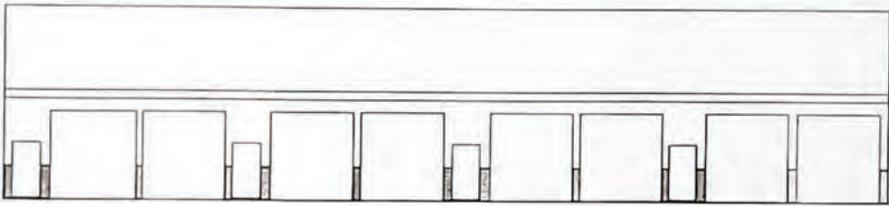
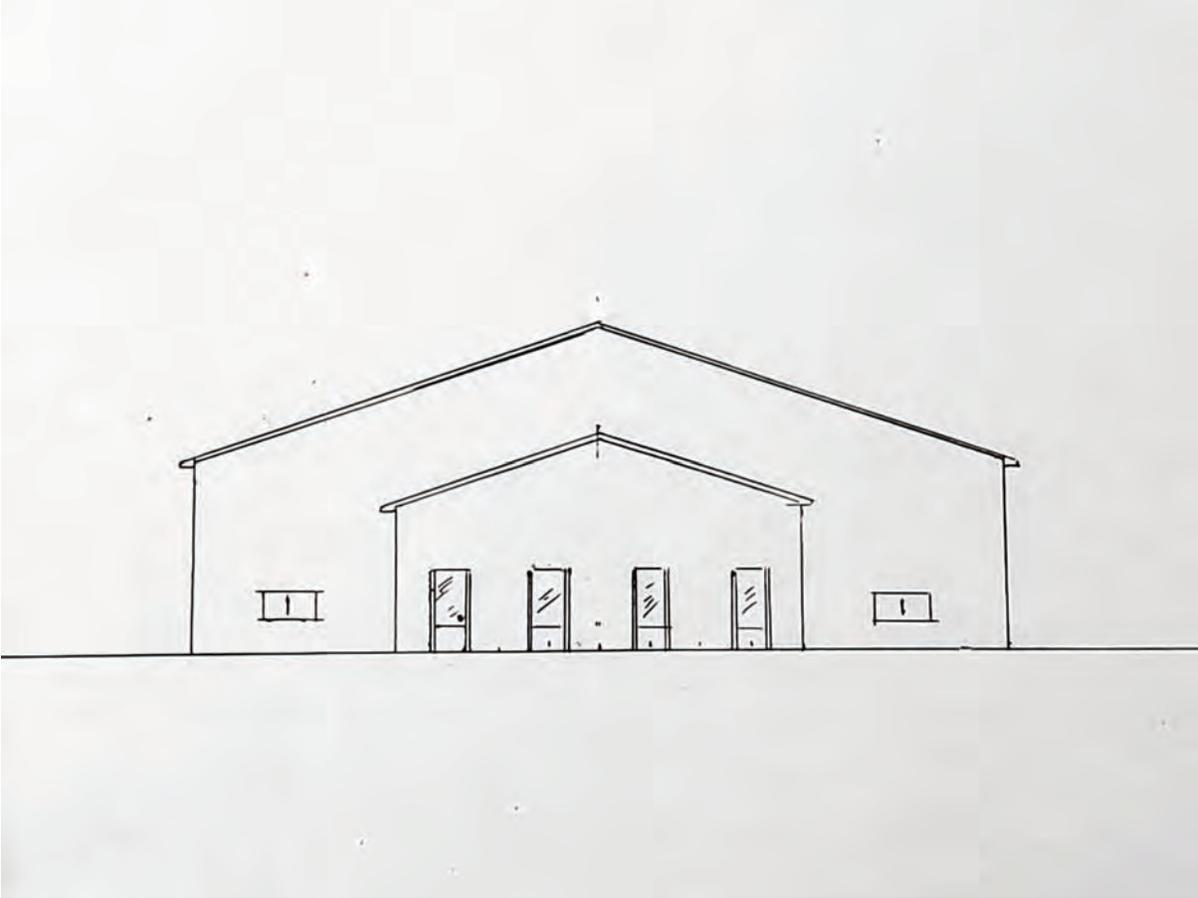
Floor Drain

Well Lit - Lighting

Separate Heating/AC per unit

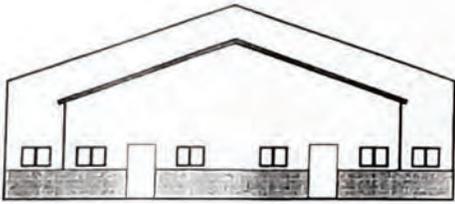
We are very flexible to lot location, size, shape and required building materials that maybe required to comply with zoning and site plan approval.

TR Capital



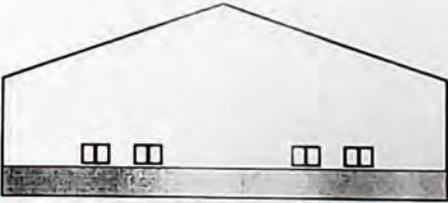
side view

150'



end view

80'

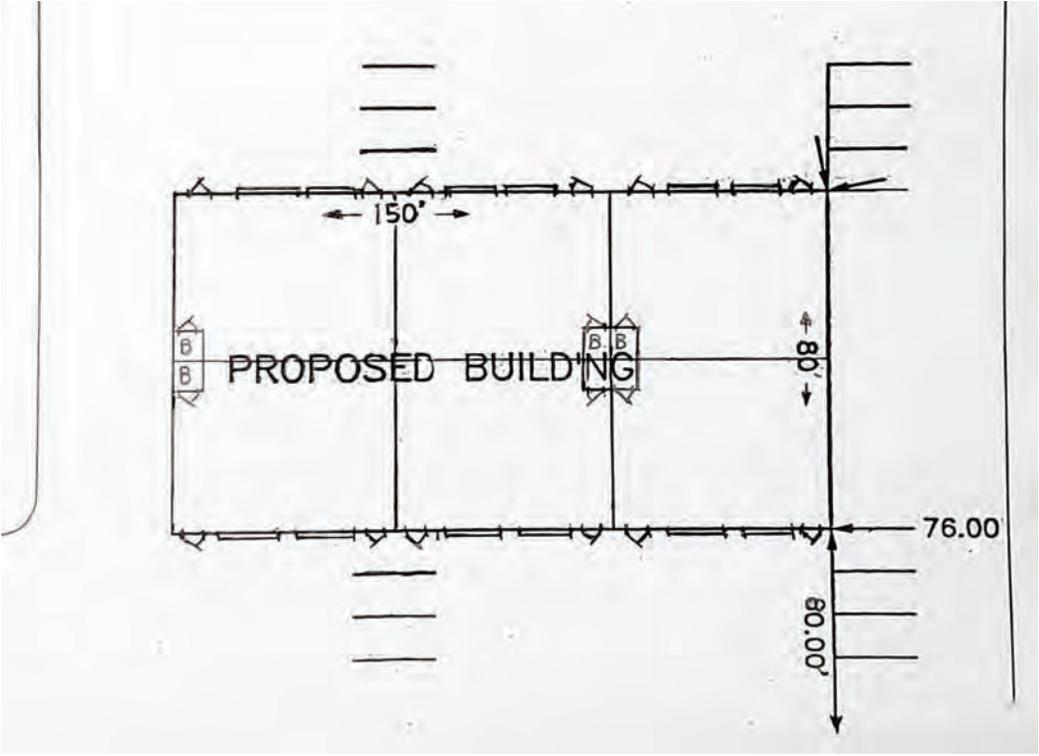
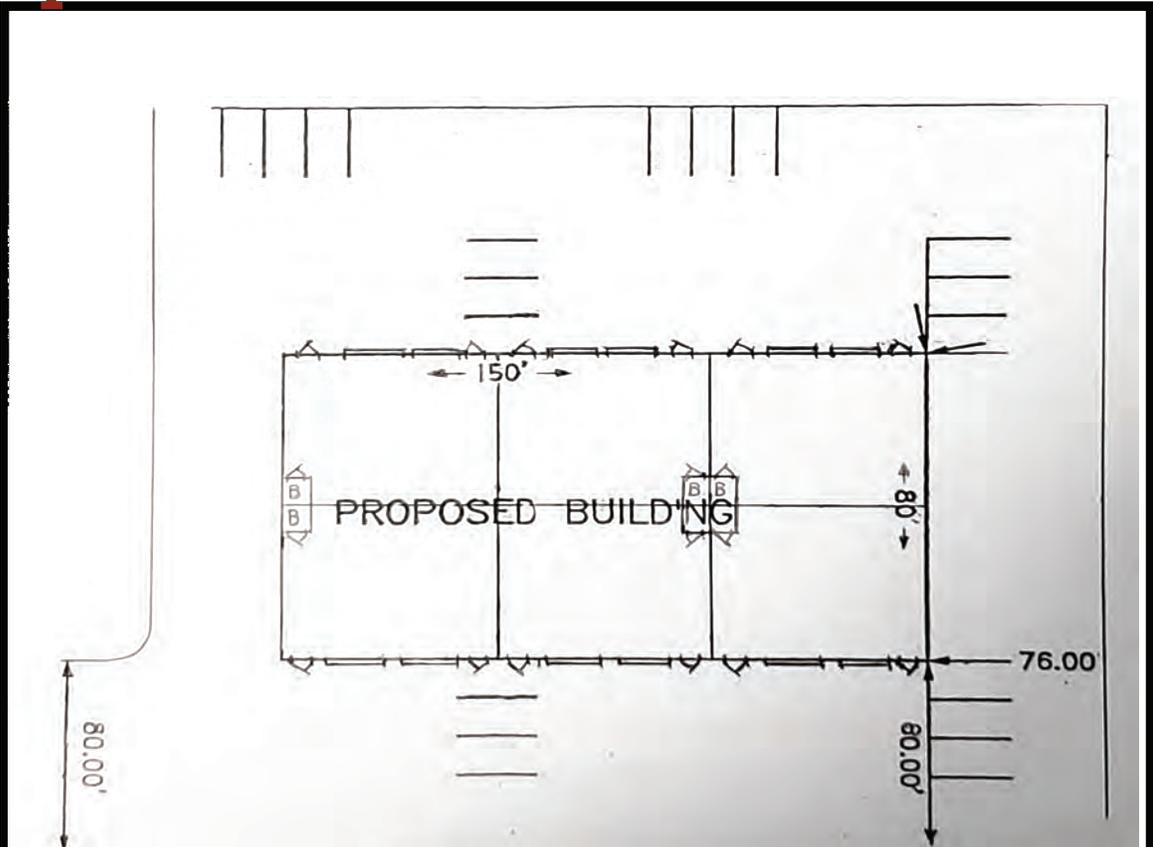


end view

80'

Proposed

TR Capital



TR Capital

Existing buildings showing concept.



Via Email Only to Attorney James Hammes jwh@cmhlaw.com

August 7, 2020

Town Board
Town of Lisbon
W234N8676 Woodside Road
Lisbon, WI 53089

RE: Engagement of Legal Service

Dear Town Board:

We are pleased to confirm our engagement to provide legal services to the Town of Lisbon (the "Town") with respect to a Water Agreement between the Town and the Village of Sussex and the required Public Service Commission of Wisconsin approvals.

We have performed a conflicts of interest check, and we have determined we have no current conflicts of interest that could affect our representation. In the future, if we represent the Town in another matter, we may review that issue again.

An important factor in maintaining the trust and confidence of our clients is clearly communicating the scope of our professional engagement and our procedures for billing and payment. This letter attempts to fulfill this objective. Please review the letter carefully. If you have any questions, please do not hesitate to contact me.

Identification of Client

As attorneys, we owe certain professional obligations to our clients. With respect to the matters set forth in this letter, the Town of Lisbon is our client.

Scope of Engagement and Expectations

You have asked us to represent the Town with respect to a Water Agreement between the Town and the Village of Sussex and the required Public Service Commission of Wisconsin approvals.

Fees, Costs, Billing and Payment

Fees. We believe that we charge fair value at competitive rates for the type and quality of legal services we render. Our fees are based principally on the time expended by our attorneys, paralegal assistants and law clerks who work on your representation. We have established an hourly rate for each attorney, paralegal assistant and law clerk in our firm.

Typically, our fee is equal to our hourly rates multiplied by the hours worked. Hourly rates for work on your matter will range from \$85 to \$320. This includes the rates of attorneys, paralegal assistants, and clerks whom I may assign to work on this matter. Our firm reviews hourly rates periodically, and our rates may be adjusted from time to time. We typically review and change hourly rates effective January 1 of each year.

Other Fees, Costs and Expenses. Major filing fees and charges for outside services such as local counsel, appraisal fees, title work, and the like, will be forwarded to you for direct payment. Other out-of-pocket costs and expenses, such as travel, long-distance telephone, facsimile, photocopy, minor filing fees, transportation costs (including automobile mileage at the per-mile rate established by the firm), computer research fees, and other miscellaneous expenses identifiable to your matter will be billed monthly, and will be appropriately described on an invoice. Charges for certain of the above-listed expenses may be adjusted annually, on or about January 1.

Billing and Payment. Our standard practice is to bill each month for services we render during the previous month. Payment is due upon receipt of our billing invoice. Any different payment arrangements must be approved by me in advance, in writing.

The firm accepts credit cards for payment of invoices.

Interest. We charge interest to business clients with a balance of \$1,000 or more on receivables of 60 days or more. We do not charge interest on individual accounts, unless the individual has a signed credit agreement or other installment arrangement.

Additional Representation Terms

The Town will at all times have the right to terminate our services upon prior written notice.

I will have primary responsibility for your representation and will coordinate the use of other attorneys, paralegal assistants, and clerks on your matter. Please direct to me any questions or concerns about bills or the services that we provide.

Firm's LLP Status

The Wisconsin Supreme Court has adopted a rule permitting law firms to practice as limited liability organizations. Our firm chose to become a limited liability partnership as of April 1, 1998. Limited liability status generally exempts the partners from personal responsibility for the firm's liabilities. The rule provides, however, that "Nothing in this rule ... shall relieve a lawyer from personal liability for any acts, errors or omissions of the lawyer arising out of the performance of professional services." The rule also requires the firm to maintain professional liability insurance coverage with a policy limit of at least \$4,000,000. If you have any questions regarding our status as a limited liability partnership, please call Richard Heinemann at (608) 257-9521.

Conclusion

We appreciate the opportunity to represent the Town. We look forward to a long and mutually rewarding relationship. If you have any questions or comments about the objectives and scope of our representation or about our billing and payment policies, please let me know.

Please acknowledge your agreement to these terms and your consent to our representation of the Town, as described above, by signing the enclosed copy of this letter and returning it to me at your earliest convenience.

Sincerely,

BOARDMAN & CLARK LLP



Lawrie J. Kobza

ACKNOWLEDGMENT AND CONSENT:
TOWN OF LISBON, WISCONSIN
By:

Name: _____
Date: _____





REQUEST FOR CONSIDERATION

Committee/Board	Town Board
Topic:	Preliminary estimate of the January 1, 2020 population for the Town of Lisbon of 10,564
From:	Steven Braatz, Jr.
Department:	Interim Clerk-Treasurer
Presenter:	Steven Braatz, Jr.
Date of Committee Action (if required):	n/a
Date of Town Board Action:	8-24-20

INFORMATION

Background/Rationale

The WI Dept. of Administration **Demographic Services Center's preliminary estimate of the** January 1, 2020 population for the Town of Lisbon in Waukesha County is 10,564. This represents a change of 407 persons (4.01%) since the 2010 Census.

Key Issues for Consideration

Every year, the Clerks Office submits to the WI DOA a list of new homes/living units and deletions. WI DOA uses this information to estimate the population.

If you do not believe that the above estimate is reasonable, you do have the ability to challenge it.

The 2020 Census is in the midst of being conducted. So, 2021 will have a more accurate population count.

Fiscal Impact (if any)

n/a

Requested Action

Two options:

1. Motion to accept the Wisconsin Dept. of Administration preliminary estimate of the January 1, 2020 population for the Town of Lisbon of 10,564 (recommended).
2. Motion to direct staff to challenge the Wisconsin Dept. of Administration preliminary estimate of the January 1, 2020 population for the Town of Lisbon of 10,564.

Attachments

- 20200101 Preliminary Population Estimate - Town of Lisbon

From: [Young, Jim G - DOA](#)
To: interimclerk@townoflisbonwi.com
Cc: [Barroilhet, Dan - DOA](#)
Subject: FW: Preliminary Estimate of the January 1, 2020 Population for the Town of Lisbon in Waukesha County
Date: Monday, August 10, 2020 1:44:23 PM
Attachments: [image001.png](#)

Good afternoon Steven,

I'm forwarding our 2020 Population Estimate notice to the Town below here to you as the new interim Town Clerk. Please confirm receipt.

Thank you,

Jim



Jim Young
Program & Policy Analyst – Advanced
Department of Administration
Division of Intergovernmental Relations
Madison, WI 53708
jim.young@wisconsin.gov

From: DIR Demographic Services <DIR_Demo@wi.gov>
Sent: Monday, August 10, 2020 11:28 AM
To: GGRESCH@TOWNOFLISBONWI.COM
Subject: Preliminary Estimate of the January 1, 2020 Population for the Town of Lisbon in Waukesha County

Dear Municipal Clerk:

The Demographic Services Center's preliminary estimate of the January 1, 2020 population for the Town of Lisbon in Waukesha County is 10,564. This represents a change of 407 persons (4.01%) since the 2010 Census.

Wisconsin's total population is estimated at 5,854,750 which is a change of 130,711 persons and 2.28%.

In response to the housing survey that we sent you earlier this year, your municipality reported a net change of 29 housing units for calendar year 2019. (If we did not receive a survey from you, we estimated your change in housing stock or used other sources.)

If your municipality believes that the above estimate is not a reasonable approximation of its

population, please see the challenge form at https://doa.wi.gov/DIR/Challenge_Form_MUNI.pdf

Approximately 8,040 of the estimated population for the Town of Lisbon are of voting age. This courtesy estimate helps you to comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.

Demographic Services Center
Division of Intergovernmental Relations
WI Dept. of Administration
<https://doa.wi.gov/demographics>



CASEY'S GENERAL STORES, INC.

P.O. Box 3001 • One SE Convenience Blvd • Ankeny, Iowa • 50021 • 515-965-6100

RECEIVED
AUG 10 2020
TOWN OF LISBON

To: Town of Lisbon

From: Mikael Lage, Store Operations Clerk

RE: New Alcohol Agent

July 24, 2020

Dear Clerk,

Please accept the enclosed paperwork as notice that, effective immediately, Anthony Hawks will be the new acting agent for our Casey's General Store's alcohol license located in your town.

If you have any additional questions, please feel free to reach me at (515) 965-6517 or by email at mikael.lage@caseys.com.

Thank you for your attention of this matter.

Sincerely,

Mikael Lage

Mikael Lage, Store Operations
Casey's General Stores, Inc.
One Convenience Blvd. Ankeny, IA 50021-9672
515-965-6517 office | 515-965-6205 fax
E-mail: mikael.lage@caseys.com
website: www.caseys.com

Schedule for Successor of Agent

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. There is a \$10 change in agent processing fee due with this form. The following questions must be answered by the Agent. The appointment must be signed by an officer of the corporation/organization or one member of limited liability company. (Only one signature is required). The appointment must be approved by the licensing authority.

LISBON _____ Wisconsin JULY 13 _____ 20 20
(Municipality) (Date)

1. Name of agent ANTHONY HAWKS

- | | Yes | No | |
|----|-------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------|
| 2. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are you of legal drinking age? |
| 3. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? |
| 4. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a federal law violation? |
| 5. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a state law violation? |
| 6. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a local ordinance violation? |
| 7. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.? |

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Anthony Hawks
(Signature of Agent)

[Redacted Address]

SUCCESSOR AGENT

The undersigned appoints ANTHONY HAWKS as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee CASEY'S GENERAL STORE #3710

Date JULY 13 20 20

By Julia L. Jackowski
(Signature of Officer / Member)
JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S RETAIL COMPANY

I hereby accept appointment as agent for CASEY'S GENERAL STORE #3710 and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date JULY 13 20 20

Anthony Hawks
(Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED BY THE LICENSING AUTHORITY TO BE EFFECTIVE. (See sec. 125.04(6), Wis. Stats.)

_____ WI _____ 20
(Municipality) (Date)

(Signature of Official)

(Title)



REQUEST FOR CONSIDERATION

Committee/Board	Town Board
Topic:	2020-2021 New Operator's License for David P. Hess
From:	Steven Braatz, Jr.
Department:	Interim Clerk-Treasurer
Presenter:	Steven Braatz, Jr.
Date of Committee Action (if required):	n/a
Date of Town Board Action:	8-24-20

INFORMATION

Background/Rationale

David P. Hess applied for an new **operator's license on August 7, 2020. A criminal background check was done on August 7, 2020.** The following convictions appeared on the background check:

1. Disorderly Conduct, Non-criminal – 2001
2. Operating While Intoxicated, Misdemeanor – 2006

Mr. Hess also indicating on his application that he has been convicted of an OWI in 2000 in Wauwatosa, but it did not appear on the WI DOJ background check.

Key Issues for Consideration

Without knowing what information has been given to the Board in the past regarding approval of **Operator's Licenses, I will give a synopsis.**

- **An Operator's License allows a qualified person to sell alcoholic beverages at licensed alcohol premises.**
 - **An operator's license is not mandatory to sell alcohol, but an establishment needs to have an appropriately licensed individual at the premises at all times.**
- **Operator's Licenses are "shall issue" licenses by law.**
 - **New Class A/B/C licenses are "may issue" and discretionary.**
- **Can only deny an Operator's License is if the applicant does not meet the qualifications necessary for licensure:**
 - Applicant at least 18 years old
 - Subject to Wis. Stat. Sec. 111.335, the applicant must not have been convicted of a crime that substantially relates to the licensed activity or be a habitual law offender.
 - Must complete an approved responsible beverage course or hold an operators license elsewhere in the State in the last 2 years.
 - Pay the fee for the license
- **Reviewing an applicant's conviction record**
 - **When an application comes in, the Clerk's Office will complete a criminal background check thru the Wisc Online Record Check System. The Clerk's Office will also verify if the applicant is 18 or older, if they have taken the Responsible**



REQUEST FOR CONSIDERATION

- Beverage Servers Course or held an operators license elsewhere in the State in the last 2 years.
- If there are no violations, or if the violations are not substantially related to the **licensing activity, the Clerk's Office will issue the license.**
 - Currently, there is no policy or any other written criteria specifying what **is or is not "substantially related to the licensing activity."** Without this, **the decision is solely the Town Board's.**
 - Pursuant to Sec. 25.08 of the Town Code, if there are violations, the application is to be sent to the Police Department for further review and recommendation. However, the Town does not have a Police Department, and the Waukesha **County Sheriff's Department has indicated they do not wish to be part of license reviews.** So, the default is a review by the Town Board.
 - If the Town Board determines that the licensee meets the qualifications (i.e. the violations are not substantially related or habitual), the Board can approve and **the Clerk's Office will issue.**
 - If the Town Board determines that the licensee not meet the qualifications (i.e. the violations are substantially related or habitual), the Board shall deny the **application and the Clerk's Office will send a letter stating the reason for denial,** including how the circumstances of the offense relate to the licensed activity.
 - The applicant must be given an opportunity to present competent evidence of rehabilitation defined in Wis. Stat. 111.335(4)(d)1. The way the statute is written, this can only occur after denial.

Requested Action

Two options:

1. Motion to approve the 2020-2021 New **Operator's License** for David P. Hess. If you wish, you could even include reasons such as due to the age of the convictions, the applicant does not appear to be a habitual law offender.
2. Motion to deny the 2020-2021 New **Operator's License** for David P. Hess. State the reason for denial and be specific.

At some point, the Town Board should look at written criteria regarding what gets passed through for automatic approval and what should get further review by the Board. This can come in the form of a policy adopted by the Board, or as part of Standard Operating Procedures by the Clerk and communicated to the Board.

Attachments

N/A

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
1ST AYD CORPORATION						
2	1ST AYD CORPORATION	PSI383478	10 GAL DEGREASER & GLOVES	07/27/2020	258.55	10-533-530-3100 SUPPLIES - HIGHWAY
Total 1ST AYD CORPORATION:					258.55	
ALL-WAYS CONTRACTORS INC.						
32	ALL-WAYS CONTRACTORS INC.	45996	TOPSOIL S/W RESTORATION	07/17/2020	75.00	90-533-530-6300 SAND/TOPSOIL - SW
Total ALL-WAYS CONTRACTORS INC.:					75.00	
AMERICAN FLAG EXPRESS						
38	AMERICAN FLAG EXPRESS	170922	FLAGS FOR RICHMOND STATION	07/29/2020	94.45	10-522-530-5410 EQUIPMENT MAINTENANCE - FD
Total AMERICAN FLAG EXPRESS:					94.45	
BONAFIDE SAFE & LOCK INC.						
124	BONAFIDE SAFE & LOCK INC.	16428070120	1YR ALARM SHORTPAY TAX -\$31.05	08/03/2020	621.00	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total BONAFIDE SAFE & LOCK INC.:					621.00	
BOUND TREE MEDICAL LLC						
130	BOUND TREE MEDICAL LLC	83705614	CASE OF PULSE OXIMETERS	07/21/2020	1,103.52	10-523-530-3860 MEDICAL SUPPLIES - AMBO
Total BOUND TREE MEDICAL LLC:					1,103.52	
BROOKS TRACTOR INC						
2598	BROOKS TRACTOR INC	C95572	PLATE FOR TRAILER/PLOW ADAPTER	07/28/2020	265.00	70-533-570-8100 EQUIPMENT - HIGHWAY
Total BROOKS TRACTOR INC:					265.00	
BURKE TRUCK & EQUIPMENT INC.						
150	BURKE TRUCK & EQUIPMENT I	26969	GRADER BLADE CUT EDGES	08/05/2020	646.46	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total BURKE TRUCK & EQUIPMENT INC.:					646.46	
FALLS AUTO PARTS & SUPPLIES						
307	FALLS AUTO PARTS & SUPPLIE	603240	CABIN AIR FLTR TRK#2	07/22/2020	33.43	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
307	FALLS AUTO PARTS & SUPPLIE	603278	OIL FOR 2686	07/23/2020	50.67	10-522-530-3700 GAS/OIL/GREASE - FD
307	FALLS AUTO PARTS & SUPPLIE	603406	OIL FOR 2652	07/27/2020	69.79	10-523-530-3700 GAS/OIL/GREASE - AMBO
307	FALLS AUTO PARTS & SUPPLIE	603663	FILTERS TRK#17	07/30/2020	114.48	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
307	FALLS AUTO PARTS & SUPPLIE	603959	RADIO ANTENNA FOR MOWER	08/05/2020	16.48	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total FALLS AUTO PARTS & SUPPLIES:					284.85	
GENERAL COMMUNICATIONS INC						
366	GENERAL COMMUNICATIONS I	284662	2 PAGERS	07/29/2020	1,409.98	10-522-530-5430 ELECTRONIC COMS UPDATES - FD
Total GENERAL COMMUNICATIONS INC:					1,409.98	
GROTA APPRAISALS LLC						
405	GROTA APPRAISALS LLC	1291	ANNUAL ASSESSMENT WORK - AUG 2	08/01/2020	3,150.00	10-515-530-4400 CONTRACTED SERVICES - ASSESSOR
Total GROTA APPRAISALS LLC:					3,150.00	
HAMILTON SCHOOL DISTRICT						
413	HAMILTON SCHOOL DISTRICT	JULY 2020	JULY MOBILE HOME PARKING FEES	07/30/2020	4,305.59	10-200-250-4620 MOBILE HOME DUE TO HAMILTON
Total HAMILTON SCHOOL DISTRICT:					4,305.59	
JOHN GREITEN						
400	JOHN GREITEN	PARK REIMB 2	PARK CANCEL REIMB	07/27/2020	75.00	10-460-467-2001 PARK SHELTER RENTALS
Total JOHN GREITEN:					75.00	
KUNKEL ENGINEERING GROUP						
370	KUNKEL ENGINEERING GROUP	242728	2019 TEA GRANT APP PREP	07/15/2020	130.00	65-561-530-3100 TID #1 - ENGINEERING
370	KUNKEL ENGINEERING GROUP	242730	TID #1 LIED'S SITE DEVELOPMT	07/15/2020	13,247.80	65-561-530-3100 TID #1 - ENGINEERING
370	KUNKEL ENGINEERING GROUP	242787	2020 PAVEMENT RESURFACING PRG	07/16/2020	9,130.00	70-533-570-8100 EQUIPMENT - HIGHWAY
370	KUNKEL ENGINEERING GROUP	242791	CRACK SEAL PROGRAM 2020	07/16/2020	768.75	10-563-530-4375 ENGINEER - PC - NON-REIMB
370	KUNKEL ENGINEERING GROUP	242791	PC MTG	07/16/2020	375.00	10-563-530-4375 ENGINEER - PC - NON-REIMB
370	KUNKEL ENGINEERING GROUP	242791	HARVEST RIDGE INSPECT & RVW	07/16/2020	3,640.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	242791	GROSS CSM RVW	07/16/2020	370.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	242791	HILLSIDE RDGE INSPECT & RVW	07/16/2020	1,750.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	242791	WATER MAIN PERMIT - PLAINVV	07/16/2020	645.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	242791	HAASS FARMS MTG	07/16/2020	420.00	10-563-530-4350 ENGINEER - PC - REIMB
Total KUNKEL ENGINEERING GROUP:					30,476.55	
LANGE ENTERPRISES INC.						
552	LANGE ENTERPRISES INC.	73321	LOOSE GRAVEL SIGNS & ADDRESS	07/31/2020	507.25	10-533-530-3540 SIGNS - HIGHWAY

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total LANGE ENTERPRISES INC.:					507.25	
LINCOLN CONTRACTORS SUPPLY INC						
572	LINCOLN CONTRACTORS SUP	M93482	ASPHALT LUTES	07/27/2020	116.27	10-533-530-3150 SHOP TOOLS - HIGHWAY
Total LINCOLN CONTRACTORS SUPPLY INC:					116.27	
LORI OR STEVEN KAMPPINEN						
2742	LORI OR STEVEN KAMPPINEN	REIMB	PARK RESERVATION CANCEL	07/30/2020	75.00	10-460-467-2001 PARK SHELTER RENTALS
Total LORI OR STEVEN KAMPPINEN:					75.00	
MENARDS -- PEWAUKEE						
607	MENARDS -- PEWAUKEE	68250	GLASS BLOCK WINDOWS	08/04/2020	186.28	10-552-530-5200 FACILITY MAINTENANCE - PARKS
607	MENARDS -- PEWAUKEE	68457	BULBS FOR LIGHTED SIGN	08/03/2020	27.12	10-522-530-5410 EQUIPMENT MAINTENANCE - FD
Total MENARDS -- PEWAUKEE:					213.40	
MILLER-BRADFORD & RISBERG INC						
628	MILLER-BRADFORD & RISBER	R01810	1 WK LOADER RENTAL - COMPOST SI	07/17/2020	1,500.00	35-561-530-4400 CONTRACTED SVCS - GRINDER
Total MILLER-BRADFORD & RISBERG INC:					1,500.00	
MONTAGE ENTERPRISES INC.						
644	MONTAGE ENTERPRISES INC.	81034	PARTS KUBOTA MOWER	07/22/2020	202.00	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
644	MONTAGE ENTERPRISES INC.	81350	WEAR PARTS FOR MOWER	07/30/2020	28.27	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
644	MONTAGE ENTERPRISES INC.	81405	WEAR PARTS FOR MOWER	07/31/2020	191.00	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total MONTAGE ENTERPRISES INC.:					421.27	
OFFICE COPYING EQUIPMENT LTD						
686	OFFICE COPYING EQUIPMENT	AR118832	FD-COPIER LEASE-RICHMOND-JULY	07/31/2020	80.69	10-522-530-4400 CONTRACTED SERVICES - FD
686	OFFICE COPYING EQUIPMENT	AR118920	FD-COPIER LEASE-GOOD HOPE-JULY	07/31/2020	.58	10-522-530-4400 CONTRACTED SERVICES - FD
Total OFFICE COPYING EQUIPMENT LTD:					81.27	
REINDERS INC.						
775	REINDERS INC.	1841477	INSECTICIDE	07/21/2020	61.54	10-552-530-3140 GENERAL OPERATING SUP - PARKS
775	REINDERS INC.	1841477	3 OIL FILTERS	07/21/2020	23.49	10-552-530-5410 EQUIP MAINTENANCE - PARKS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
775	REINDERS INC.	7503877	WEED WHIP LINE	07/23/2020	53.99	10-552-530-5410 EQUIP MAINTENANCE - PARKS
775	REINDERS INC.	7503877-01	WATER PUMP WATERFALL LCP	07/28/2020	614.99	10-552-530-5200 FACILITY MAINTENANCE - PARKS
Total REINDERS INC.:					754.01	
SERVICE SANITATION WISCONSIN, INC						
2576	SERVICE SANITATION WISCON	7986304	PORTABLE RESTROOM - COMPOST S	07/24/2020	80.00	35-561-530-4400 CONTRACTED SVCS - GRINDER
2576	SERVICE SANITATION WISCON	7986305	PORTABLE RESTROOM - TOWN HALL	07/24/2020	180.00	10-552-530-4400 CONTRACTED SVCS - PARKS
2576	SERVICE SANITATION WISCON	7986306	PORTABLE RESTROOM - STONE FAMI	07/24/2020	80.00	10-552-530-4400 CONTRACTED SVCS - PARKS
2576	SERVICE SANITATION WISCON	7986307	PORTABLE RESTROOM - STONEY HA	07/24/2020	80.00	10-552-530-4400 CONTRACTED SVCS - PARKS
2576	SERVICE SANITATION WISCON	7986308	PORTABLE RESTROOM - FRED KELLE	07/24/2020	80.00	10-552-530-4400 CONTRACTED SVCS - PARKS
2576	SERVICE SANITATION WISCON	7986309	PORTABLE RESTROOM - LISBON OAK	07/24/2020	80.00	10-552-530-4400 CONTRACTED SVCS - PARKS
2576	SERVICE SANITATION WISCON	7986310	PORTABLE RESTROOM - COMMUNIT	07/24/2020	80.00	10-552-530-4400 CONTRACTED SVCS - PARKS
Total SERVICE SANITATION WISCONSIN, INC:					660.00	
STARK ASPHALT						
866	STARK ASPHALT	50049927	TACK & ASPHALT HILLSIDE RD	07/31/2020	2,643.58	10-533-530-3570 IN-HOUSE PAVING - HIGHWAY
Total STARK ASPHALT:					2,643.58	
STEVEN A. BRAATZ, JR.						
2734	STEVEN A. BRAATZ, JR.	TOL2020-003	INTERIM CLERK TREAS CONTRACT	08/03/2020	3,241.04	10-519-520-1100 SALARIES - CLERK & RECEPTION
Total STEVEN A. BRAATZ, JR.:					3,241.04	
SUPPLY ZONE						
889	SUPPLY ZONE	1668	TOILET PAPER	07/06/2020	55.98	10-522-530-3100 SUPPLIES - FD
889	SUPPLY ZONE	1742	FACE MASKS & SANITIZER	07/31/2020	99.93	10-533-530-3100 SUPPLIES - HIGHWAY
Total SUPPLY ZONE:					155.91	
SUSSEX ACE HARDWARE						
7	SUSSEX ACE HARDWARE	192802	DUST PAN, BATTERIES, CLEANING	06/26/2020	106.15	10-522-530-3100 SUPPLIES - FD
7	SUSSEX ACE HARDWARE	193242	WASP SPRAY, BROOM	07/23/2020	24.27	10-522-530-3100 SUPPLIES - FD
Total SUSSEX ACE HARDWARE:					130.42	
TELEFLEX LLC						
2620	TELEFLEX LLC	9502750294	IO NEEDLES	06/26/2020	1,112.19	10-523-530-3860 MEDICAL SUPPLIES - AMBO

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
2620	TELEFLEX LLC	950275093	EZ IO DRIVER	06/26/2020	302.31	10-523-530-3860 MEDICAL SUPPLIES - AMBO
Total TELEFLEX LLC:					1,414.50	
THOMAS HITCHLER						
2740	THOMAS HITCHLER	REIMB	LIGHTS REIMB RICHMOND STATION	07/09/2020	2,169.87	10-522-530-5410 EQUIPMENT MAINTENANCE - FD
Total THOMAS HITCHLER:					2,169.87	
UNIFIRST CORPORATION						
2349	UNIFIRST CORPORATION	096 1139753	DPW UNIFORMS & MATS	07/27/2020	84.12	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
2349	UNIFIRST CORPORATION	096 1140793	DPW UNIFORMS & MATS	08/03/2020	84.12	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
Total UNIFIRST CORPORATION:					168.24	
VILLAGE OF SUSSEX						
2376	VILLAGE OF SUSSEX	5352	MONTHLY TICKET PROCESSING	07/30/2020	298.86	10-521-530-4410 TICKET PROCESSING - SUSSEX
Total VILLAGE OF SUSSEX:					298.86	
WAUKESHA COUNTY TREASURER						
2390	WAUKESHA COUNTY TREASUR	2020-0000000	Q1 BILLABLE HRS & MILES	07/23/2020	425.19	10-563-530-4410 WC PLANNER- PC - NON-REIMB
2390	WAUKESHA COUNTY TREASUR	2020-0000000	Q1 HRS REIMB	07/23/2020	718.83	10-563-530-4400 WC PLANNER- PC - REIMB
Total WAUKESHA COUNTY TREASURER:					1,144.02	
YES EQUIPMENT & SERVICES INC.						
2470	YES EQUIPMENT & SERVICES I	ORD0223844	FITTING TO REPAIR SKID STEER	07/27/2020	23.35	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total YES EQUIPMENT & SERVICES INC.:					23.35	
Grand Totals:					58,484.21	

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

TOP 5 EXPENDITURES

Chairman: _____

\$ 30,476.55 KUNKEL ENGINEERING: Lieds, Harvest/Hillside Ridge, 2020 Pavement Program

\$ 4,305.59 HAMILTON SCHOOL DISTRICT: JULY 2020 Mobile Home Parking Fees

Board Member #1: _____

\$ 3,241.04 STEVEN A. BRAATZ, JR.: Interim Clerk/Treas Contract

\$ 3,150.00 GROTA APPRAISALS LLC: AUG Assessment Contract

Board Member #2: _____

\$ 2,643.58 STARK ASPHALT: Hillside Rd Repair Tack & Asphalt

Board Member #3: _____

Board Member #4: _____

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ADVANCED DISPOSAL SERVICES						
13	ADVANCED DISPOSAL SERVIC	JULY 2020	GARBAGE & RECYC COLLECTION	07/31/2020	68,110.30	10-546-530-4810 CONTRACT SVCS - REFUSE COLLECT
Total ADVANCED DISPOSAL SERVICES:					68,110.30	
ANNE ZABORSKI						
2472	ANNE ZABORSKI	AUG112020	15.25 HRS ELECTION	08/20/2020	152.50	10-513-510-1100 SALARIES - ELECTION
Total ANNE ZABORSKI:					152.50	
BATZNER PEST CONTROL						
2580	BATZNER PEST CONTROL	2968036	BUG SPRAYING - TOWN HALL - MONT	08/06/2020	40.00	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total BATZNER PEST CONTROL:					40.00	
BOB POLCZYNSKI						
737	BOB POLCZYNSKI	AUG112020	16.25 HRS ELECTION	08/20/2020	162.50	10-513-510-1100 SALARIES - ELECTION
Total BOB POLCZYNSKI:					162.50	
BOUND TREE MEDICAL LLC						
130	BOUND TREE MEDICAL LLC	83716068	MEDICAL SUPPLIES MISC	07/29/2020	446.32	10-523-530-3860 MEDICAL SUPPLIES - AMBO
Total BOUND TREE MEDICAL LLC:					446.32	
BRIAN HRON						
447	BRIAN HRON	AUG112020	15 HRS ELECTION	08/20/2020	150.00	10-513-510-1100 SALARIES - ELECTION
Total BRIAN HRON:					150.00	
BROOKS TRACTOR INC						
2598	BROOKS TRACTOR INC	R20190	1 MO MINI EXCAVATOR RENTAL S/W	08/07/2020	2,100.00	90-533-530-5420 EQUIPMENT RENTAL - SW
Total BROOKS TRACTOR INC:					2,100.00	
CANON FINANCIAL SERVICES INC						
157	CANON FINANCIAL SERVICES I	21799957	TOWN HALL COPIER CONTRACT	08/13/2020	309.31	10-518-530-4000 EQUIPMENT LEASES - GEN GOV'T
Total CANON FINANCIAL SERVICES INC:					309.31	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
CAROL KOOPMAN						
524	CAROL KOOPMAN	AUG112020	15.25 HRS ELECTION	08/20/2020	152.50	10-513-510-1100 SALARIES - ELECTION
Total CAROL KOOPMAN:					152.50	
CHERYL KRAUSE						
527	CHERYL KRAUSE	AUG112020	15.5 HRS ELECTION	08/20/2020	155.00	10-513-510-1100 SALARIES - ELECTION
Total CHERYL KRAUSE:					155.00	
CHERYL STENZEL						
2686	CHERYL STENZEL	AUG112020	15.25 HRS ELECTION	08/20/2020	152.50	10-513-510-1100 SALARIES - ELECTION
Total CHERYL STENZEL:					152.50	
CLAUDIA KALTZ						
503	CLAUDIA KALTZ	AUG112020	14.5 HRS ELECTION	08/20/2020	145.00	10-513-510-1100 SALARIES - ELECTION
Total CLAUDIA KALTZ:					145.00	
COLLEEN WANDSNIDER						
2385	COLLEEN WANDSNIDER	AUG112020	15.5 HRS ELECTION	08/20/2020	155.00	10-513-510-1100 SALARIES - ELECTION
Total COLLEEN WANDSNIDER:					155.00	
CRAMER MULTHAUF & HAMMES LLP						
212	CRAMER MULTHAUF & HAMME	19	TID #1 LEGAL	07/31/2020	112.50	65-561-530-2100 TID #1 - ATTORNEY
212	CRAMER MULTHAUF & HAMME	249	REIMB PC GROSS	07/31/2020	56.25	10-563-530-4120 ATTORNEY - PC - REIMB
212	CRAMER MULTHAUF & HAMME	331	TID #1 LEGAL	07/31/2020	29.00	65-561-530-2100 TID #1 - ATTORNEY
212	CRAMER MULTHAUF & HAMME	331	REG TOWN LEGAL	07/31/2020	1,409.25	10-518-530-4110 LEGAL FEES - GEN GOV'T
212	CRAMER MULTHAUF & HAMME	331	SUSSEX LITIGATION	07/31/2020	398.75	10-518-530-4110 LEGAL FEES - GEN GOV'T
212	CRAMER MULTHAUF & HAMME	331	NON REIMB PC MISC	07/31/2020	547.50	10-563-530-4110 ATTORNEY - PC - NON-REIMB
212	CRAMER MULTHAUF & HAMME	331	REIMB PC GROSS	07/31/2020	72.50	10-563-530-4120 ATTORNEY - PC - REIMB
212	CRAMER MULTHAUF & HAMME	331	BORDER AGRMT/INCORPORATION W	07/31/2020	56.25	10-511-530-8000 INCORPORATION EFFORTS
212	CRAMER MULTHAUF & HAMME	INV#1	NEUMANN WATERMAIN REIMB	07/31/2020	558.25	10-563-530-4120 ATTORNEY - PC - REIMB
212	CRAMER MULTHAUF & HAMME	INV#3	HILLSIDE RDGE REIMB	07/31/2020	101.50	10-563-530-4120 ATTORNEY - PC - REIMB
212	CRAMER MULTHAUF & HAMME	INV-3	BORDER AGRMT/INCORPORATION W	07/31/2020	15,580.00	10-511-530-8000 INCORPORATION EFFORTS
212	CRAMER MULTHAUF & HAMME	INV-3-	HARVEST RIDGE REIMB	07/31/2020	58.00	10-563-530-4120 ATTORNEY - PC - REIMB

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total CRAMER MULTHAUF & HAMMES LLP:					18,979.75	
DEBRA BROOK						
139	DEBRA BROOK	AUG112020	15 HRS ELECTION	08/20/2020	180.00	10-513-510-1100 SALARIES - ELECTION
Total DEBRA BROOK:					180.00	
DEBRA TASCH						
2667	DEBRA TASCH	AUG112020	8.5 HRS ELECTION	08/20/2020	85.00	10-513-510-1100 SALARIES - ELECTION
Total DEBRA TASCH:					85.00	
DIANE MATUSZAK						
2021	DIANE MATUSZAK	AUG112020	20.5 HRS ELECTION	08/20/2020	205.00	10-513-510-1100 SALARIES - ELECTION
Total DIANE MATUSZAK:					205.00	
FAHRNER ASPHALT SEALERS LLC						
304	FAHRNER ASPHALT SEALERS L	8300006670	CHIP SEAL HILLSIDE X 2 SWEEP	08/14/2020	93,560.00	70-533-570-8000 BUILDING IMPROVMENTS - HIGHWAY
Total FAHRNER ASPHALT SEALERS LLC:					93,560.00	
FRANK KONVALINKA						
523	FRANK KONVALINKA	AUG112020	14 HRS ELECTION	08/20/2020	140.00	10-513-510-1100 SALARIES - ELECTION
Total FRANK KONVALINKA:					140.00	
FRANKLIN EQUIPMENT						
2744	FRANKLIN EQUIPMENT	7031478	ASHPALT MILL RENTAL -SKID STEER	07/21/2020	700.00	10-533-530-3570 IN-HOUSE PAVING - HIGHWAY
Total FRANKLIN EQUIPMENT:					700.00	
FROEDTERT HEALTH INC.						
343	FROEDTERT HEALTH INC.	7018-00	EE COVID TESTING	07/31/2020	990.00	10-522-530-4400 CONTRACTED SERVICES - FD
Total FROEDTERT HEALTH INC.:					990.00	
GERBER LEISURE PRODUCTS INC.						
372	GERBER LEISURE PRODUCTS I	7139	CRAWL TUNNEL PARTS LCP	08/10/2020	945.00	10-552-530-3160 PARK BEAUTIFICATION / PLGD SUP

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total GERBER LEISURE PRODUCTS INC.:					945.00	
HAFEEZAH AHMAD						
2682	HAFEEZAH AHMAD	AUG112020	16.25 HRS ELECTION	08/20/2020	162.50	10-513-510-1100 SALARIES - ELECTION
Total HAFEEZAH AHMAD:					162.50	
ITU ABSORB TECH INC.						
469	ITU ABSORB TECH INC.	7529844	MATS & RUGS TOWN HALL	08/17/2020	73.62	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total ITU ABSORB TECH INC.:					73.62	
JAMES KRAUSE						
2699	JAMES KRAUSE	AUG112020	15.5 HRS ELECTION	08/20/2020	155.00	10-513-510-1100 SALARIES - ELECTION
Total JAMES KRAUSE:					155.00	
JAMES SMITH						
851	JAMES SMITH	AUG112020	16 HRS ELECTION	08/20/2020	160.00	10-513-510-1100 SALARIES - ELECTION
Total JAMES SMITH:					160.00	
JAMES TOSHNER						
2325	JAMES TOSHNER	AUG112020	14.5 HRS ELECTION	08/20/2020	145.00	10-513-510-1100 SALARIES - ELECTION
Total JAMES TOSHNER:					145.00	
JANE STADLER						
863	JANE STADLER	AUG 2020	AUG PC MTG PAY 8-13-20	08/17/2020	25.00	10-563-510-1100 SALARIES - PC
Total JANE STADLER:					25.00	
JEAN UTECH						
2511	JEAN UTECH	AUG112020	7.75 HRS ELECTION	08/20/2020	77.50	10-513-510-1100 SALARIES - ELECTION
Total JEAN UTECH:					77.50	
JENNIFER JOHNSON						
493	JENNIFER JOHNSON	AUG112020	16 HRS ELECTION	08/20/2020	160.00	10-513-510-1100 SALARIES - ELECTION

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total JENNIFER JOHNSON:					160.00	
JOE EBERLE						
2690	JOE EBERLE	AUG112020	17.25 HRS ELECTION	08/20/2020	217.50	10-513-510-1100 SALARIES - ELECTION
Total JOE EBERLE:					217.50	
JOHN DEERE FINANCIAL						
490	JOHN DEERE FINANCIAL	H58717	SHIELD FOR BLADE ON MOWER	08/12/2020	160.60	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total JOHN DEERE FINANCIAL:					160.60	
JOSEPH MENTZER						
610	JOSEPH MENTZER	AUG112020	8.5 HRS ELECTION	08/20/2020	85.00	10-513-510-1100 SALARIES - ELECTION
Total JOSEPH MENTZER:					85.00	
JOURNAL SENTINEL INC.						
541	JOURNAL SENTINEL INC.	3437699	LEGAL NOTICES	07/31/2020	172.10	10-518-530-3600 LEGAL NOTICES PUBLICATIONS
Total JOURNAL SENTINEL INC.:					172.10	
KAESTNER AUTO ELECTRIC CO.						
500	KAESTNER AUTO ELECTRIC C	342269	LED LIGHT BAR FOR ROLLER	08/17/2020	320.42	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total KAESTNER AUTO ELECTRIC CO.:					320.42	
KATHLEEN SMITH						
850	KATHLEEN SMITH	AUG112020	8 HRS ELECTION	08/20/2020	80.00	10-513-510-1100 SALARIES - ELECTION
Total KATHLEEN SMITH:					80.00	
KERSHEK LAW OFFICES						
509	KERSHEK LAW OFFICES	08/20 18747	Prosecutorial Services	08/06/2020	750.00	10-518-530-4120 LEGAL FEES - MUNICIPAL COURT
Total KERSHEK LAW OFFICES:					750.00	
LAURA MEISSNER						
606	LAURA MEISSNER	AUG112020	6.5 HRS ELECTION	08/20/2020	65.00	10-513-510-1100 SALARIES - ELECTION

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total LAURA MEISSNER:					65.00	
LINDA SPINGOLA						
2696	LINDA SPINGOLA	AUG112020	15 HRS ELECTION	08/20/2020	150.00	10-513-510-1100 SALARIES - ELECTION
Total LINDA SPINGOLA:					150.00	
LISBON SANITARY DISTRICT #1						
575	LISBON SANITARY DISTRICT #1	JUNE 2020	SEWER FLOW FROM SUSSEX	07/31/2020	42.08	10-522-530-7250 SEWER FLOW SUSSEX - FD
Total LISBON SANITARY DISTRICT #1:					42.08	
LUCY HESSELBERG						
2709	LUCY HESSELBERG	AUG112020	16.5 HRS ELECTION	08/20/2020	165.00	10-513-510-1100 SALARIES - ELECTION
Total LUCY HESSELBERG:					165.00	
MARLENE KUMITSCH						
531	MARLENE KUMITSCH	AUG112020	15.5 HRS ELECTION	08/20/2020	155.00	10-513-510-1100 SALARIES - ELECTION
Total MARLENE KUMITSCH:					155.00	
MARY SPAETH						
859	MARY SPAETH	AUG112020	8 HRS ELECTION	08/20/2020	80.00	10-513-510-1100 SALARIES - ELECTION
Total MARY SPAETH:					80.00	
MENARDS -- PEWAUKEE						
607	MENARDS -- PEWAUKEE	68588	PLEXIGLASS SHIELDS SUPPLIES	08/06/2020	93.68	10-513-530-3100 SUPPLIES - ELECTION
607	MENARDS -- PEWAUKEE	68595	PLEXIGLASS SHIELDS X 4	08/06/2020	259.96	10-513-530-3100 SUPPLIES - ELECTION
607	MENARDS -- PEWAUKEE	69032	PAPER TOWELS, TP, OIL, GREAT STU	08/14/2020	70.33	10-552-530-3140 GENERAL OPERATING SUP - PARKS
607	MENARDS -- PEWAUKEE	69034	WATER SOFTENER SLAT	08/14/2020	21.96	10-552-530-3140 GENERAL OPERATING SUP - PARKS
Total MENARDS -- PEWAUKEE:					445.93	
MERTON FEED COMPANY						
615	MERTON FEED COMPANY	31575	GRASS SEED & MILORGANITE	08/19/2020	247.20	90-533-530-3100 SUPPLIES / GRASS SEED - SW

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total MERTON FEED COMPANY:					247.20	
MICHELE SCHMITZ						
2674	MICHELE SCHMITZ	AUG112020	16.5 HRS ELECTION	08/20/2020	165.00	10-513-510-1100 SALARIES - ELECTION
Total MICHELE SCHMITZ:					165.00	
MILWAUKEE AREA TECHNICAL						
634	MILWAUKEE AREA TECHNICAL	60780	PARAMEDIC TUITION - CHAMBLISS	07/30/2020	1,220.40	10-522-530-7700 EDUCATION - FD
Total MILWAUKEE AREA TECHNICAL:					1,220.40	
NATASHA GIRARD						
2619	NATASHA GIRARD	BANK MILES	MILEAGE - BANK DEPOSITS	08/12/2020	39.33	10-514-530-7800 MILEAGE - TREAS & DC FINANCE
Total NATASHA GIRARD:					39.33	
NICOLE WYATT						
2743	NICOLE WYATT	REIMB	CITATION REIMB FROM CC PAYMT	08/19/2020	124.00	10-450-450-3000 PARKING VIOLATIONS
Total NICOLE WYATT:					124.00	
NORTH WOODS SUPERIOR CHEMICAL						
681	NORTH WOODS SUPERIOR CH	274969	CASE INSECT SPRAY	08/14/2020	129.22	10-552-530-3140 GENERAL OPERATING SUP - PARKS
Total NORTH WOODS SUPERIOR CHEMICAL:					129.22	
OSI ENVIRONMENTAL INC.						
699	OSI ENVIRONMENTAL INC.	1051036	USED OIL COLLECTION FEE	07/31/2020	75.00	10-546-530-7870 RECYCLING - OIL/ANTFZ/FILTERS
699	OSI ENVIRONMENTAL INC.	1051144	DRAIN OIL FEE	08/30/2020	75.00	10-546-530-7870 RECYCLING - OIL/ANTFZ/FILTERS
Total OSI ENVIRONMENTAL INC.:					150.00	
REBECCA MENTZER						
2745	REBECCA MENTZER	AUG112020	8.5 HRS ELECTION	08/20/2020	85.00	10-513-510-1100 SALARIES - ELECTION
Total REBECCA MENTZER:					85.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
RICHARD OSTERMAN						
702	RICHARD OSTERMAN	AUG112020	17.5 HRS ELECTION	08/20/2020	264.00	10-513-510-1100 SALARIES - ELECTION
Total RICHARD OSTERMAN:					264.00	
SHAWN'S DEER PICK UP						
837	SHAWN'S DEER PICK UP	JULY 2020	RIP EDWINA & FELICIA	08/13/2020	120.00	10-533-530-4400 CONTRACTED SERVICES - HIGHWAY
Total SHAWN'S DEER PICK UP:					120.00	
STARK ASPHALT						
866	STARK ASPHALT	50050195	ASPHALT SHOULDER - HILLSIDE	08/15/2020	742.70	10-533-530-3550 GRAVEL - HIGHWAY
866	STARK ASPHALT	50050195	ASPHALT CULVERT - BAYBERRY	08/15/2020	173.26	90-533-530-6700 ASPHALT / CONCRETE - SW
866	STARK ASPHALT	50050195	WASHOUT GRAVEL - HANOVER, HILL	08/15/2020	2,293.90	10-533-530-3570 IN-HOUSE PAVING - HIGHWAY
Total STARK ASPHALT:					3,209.86	
STEVEN A. BRAATZ, JR.						
2734	STEVEN A. BRAATZ, JR.	TOL2020-004	INTERIM CLERK TREAS CONTRACT	08/17/2020	3,530.00	10-519-520-1100 SALARIES - CLERK & RECEPTION
2734	STEVEN A. BRAATZ, JR.	TOL2020-004	MILEAGE	08/17/2020	88.35	10-519-530-7800 MILEAGE - CLERK & RECEPTION
Total STEVEN A. BRAATZ, JR.:					3,618.35	
SUSAN RECHCYGL						
771	SUSAN RECHCYGL	AUG112020	14.75 HRS ELECTION	08/20/2020	147.50	10-513-510-1100 SALARIES - ELECTION
Total SUSAN RECHCYGL:					147.50	
SUSSEX ACE HARDWARE						
7	SUSSEX ACE HARDWARE	193487	BATTERIES	08/06/2020	68.36	10-522-530-3100 SUPPLIES - FD
7	SUSSEX ACE HARDWARE	193543	PAINT FOR SHELTERS	08/10/2020	46.76	10-552-530-3140 GENERAL OPERATING SUP - PARKS
7	SUSSEX ACE HARDWARE	193575	DISH SOAP	08/11/2020	6.29	10-522-530-3100 SUPPLIES - FD
7	SUSSEX ACE HARDWARE	193589	2 GAL PAINT - SHELTERS	08/12/2020	70.18	10-552-530-3140 GENERAL OPERATING SUP - PARKS
Total SUSSEX ACE HARDWARE:					191.59	
TERESA PELT						
712	TERESA PELT	AUG112020	21.5 HRS ELECTION	08/20/2020	258.00	10-513-510-1100 SALARIES - ELECTION

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total TERESA PELT:					258.00	
UNEMPLOYMENT INSURANCE						
2348	UNEMPLOYMENT INSURANCE	10217582	JULY 2020 UNEMPLOYMT	08/05/2020	42.73	10-518-530-3900 UNEMPLOYMENT INS & WAGES
Total UNEMPLOYMENT INSURANCE:					42.73	
UNIFIRST CORPORATION						
2349	UNIFIRST CORPORATION	096 1141787	DPW UNIFORMS & MATS	08/10/2020	84.12	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
2349	UNIFIRST CORPORATION	096 1142841	DPW UNIFORMS & MATS	08/17/2020	84.12	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
Total UNIFIRST CORPORATION:					168.24	
VIERBICHER ASSOCIATES INC						
2374	VIERBICHER ASSOCIATES INC	#00007	NEUMANN HILLSIDE RDG RVW	08/17/2020	2,147.75	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	#00007	PLAINVIEW RD CSM GROSS	08/17/2020	425.75	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	#00007	NEUMANN HARVEST RDGE PH2	08/17/2020	2,025.25	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	#00007	LISBON RD CSM BRANDT/GOETZ	08/17/2020	881.25	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	#00007	BOB MILLER POND/MAJOR GRADING	08/17/2020	517.50	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	#00007	AUER NURSERY - TOWN LINE RD	08/17/2020	783.50	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	#00007	HAASS FARMS/KAEREK	08/17/2020	1,345.50	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	#00007	JULY 2020 PC MTG	08/17/2020	750.00	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	#00007	GENERAL PLAN & ZONE	08/17/2020	9,711.50	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	#00007	ZONING & LAND USE MAPPING	08/17/2020	299.00	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	#00007	SUSSEX AGMT MAPPING	08/17/2020	3,979.00	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	#00007	LIED'S CSM	08/17/2020	61.25	65-561-530-5100 TID #1 - PLANNER
Total VIERBICHER ASSOCIATES INC:					22,927.25	
WAUKESHA COUNTY TREASURER						
2390	WAUKESHA COUNTY TREASUR	2020-0000012	2 WAY RADIO - 5 CHANNEL	08/05/2020	393.44	10-533-530-5430 RADIO MAINTENANCE - HIGHWAY
Total WAUKESHA COUNTY TREASURER:					393.44	
WCTC						
2411	WCTC	S0722982	TUITIONS & FEES - CHELMINIAK	08/05/2020	80.00	10-522-530-7700 EDUCATION - FD
2411	WCTC	S0722982	TUITIONS & FEES - GUEYE	08/05/2020	569.25	10-522-530-7700 EDUCATION - FD
2411	WCTC	S0722982	TUITIONS & FEES - KOEPPEN	08/05/2020	80.00	10-522-530-7700 EDUCATION - FD
2411	WCTC	S0722982	TUITIONS & FEES - MASON	08/05/2020	195.00	10-522-530-7700 EDUCATION - FD

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
2411	WCTC	S0722982	TUITIONS & FEES - NOVACEK	08/05/2020	80.00	10-522-530-7700 EDUCATION - FD
2411	WCTC	S0722982	TUITIONS & FEES - STEDMAN	08/05/2020	147.00	10-522-530-7700 EDUCATION - FD
2411	WCTC	S0722982	TUITIONS & FEES - WILDE	08/05/2020	80.00	10-522-530-7700 EDUCATION - FD
2411	WCTC	S0722982	TUITIONS & FEES - ZIELKE	08/05/2020	80.00	10-522-530-7700 EDUCATION - FD
Total WCTC:					1,311.25	
WESTERN CULVERT & SUPPLY INC.						
2421	WESTERN CULVERT & SUPPLY	061242	CULVERT - TOP O HILL DR	08/11/2020	2,195.05	90-533-530-6600 CULVERT MATERIALS - SW
Total WESTERN CULVERT & SUPPLY INC.:					2,195.05	
Grand Totals:					228,870.34	

Dated: _____

Chairman: _____

Board Member #1: _____

Board Member #2: _____

Board Member #3: _____

Board Member #4: _____

TOP 5 EXPENDITURES

- \$93,560.00 FAHRNER ASPHALT: Chip Seal Hillside, 2 Sweepings (under budget)
- \$68,110.30 ADVANCED DISPOSAL: JULY Garbage/Recycling Collection
- \$22,927.25 VIERBICHER: Various Charges, REIMB (\$8,126.50) & NON (\$14,800.75)
- \$18,979.75 CRAMER MULTHAUF & HAMMES LLP: Incorporation & General Legal
- \$ 3,618.35 STEVEN A. BRAATZ, JR.: Interim Clerk/Treas Contract

ACH & AUTOPAYS CHECKLIST

JULY 2020

VENDOR	AMT	DATE PAID	DATE JE DONE	PRINT PAYMENT FOR TREAS	NOTES
WE ENERGIES					
Community Park -970	\$ 98.09	2020-07-27	2020-07-13	Y	
Down Under Shelter -137	\$ 15.84	2020-07-27	2020-07-13		
Hilltop Shelter -397	\$ 15.84	2020-07-27	2020-07-13		
Hwy Elec -736	\$ 272.45	2020-07-27	2020-07-13		
Park Maint Bldg -004	\$ 68.11	2020-07-27	2020-07-13		
Park Dept Gas -457	\$ 10.05	2020-07-27	2020-07-13		
Pump House -168	\$ 33.59	2020-07-27	2020-07-13		
Richmond St Elec -455	\$ 2,108.20	2020-07-27	2020-07-13		
Richmond St Gas -286	\$ 27.46	2020-07-27	2020-07-13		
Rivers End Street Lights -548	\$ 34.47	2020-07-27	2020-07-13		
Stone Family Park -734	\$ 16.02	2020-07-27	2020-07-13		
Street Lights -265	\$ 2,153.27	2020-07-27	2020-07-13		
Town Hall Pavillion -126	\$ 4.73	2020-07-27	2020-07-13		
911 Memorial -126	\$ 54.38				
Town Hall Elec -685	\$ 270.96	2020-07-27	2020-07-13		
DPW Garage Rear Elec -695	\$ 21.94	2020-07-27	2020-07-13		
Town Hall Gas -025	\$ 12.02	2020-07-27	2020-07-13		
Good Hope Fire Elec -146	\$ 45.60				
Good Hope Fire Gas -146	\$ 79.81	2020-07-27	2020-07-13		
Good Hope Hwy Gas -146	\$ 159.61				
GRAND TOTAL WE ENERGIES	\$ 5,502.44				
US CELLULAR					
Park Director					
Compost Site	\$ 168.39	2020-07-08	2020-07-13	Y	
Fire Chief					
SPECTRUM					
Server	\$ 179.61	2020-07-02	2020-07-13	Y	
Good Hope DPW / FD	\$ 104.98	2020-07-24	2020-07-13	Y	
Parks	\$ 89.99	2020-07-24	2020-07-13	Y	
Town Hall	\$ 199.99	2020-07-24	2020-07-13	Y	
VERIZON					
(5) Account	\$ 198.91	2020-07-30	2020-07-13	Y	
(6) Account	\$ 11.38	2020-07-13	2020-07-13	Y	
E.H. WOLF & SONS					
Diesel	\$ 1,261.37	2020-07-08	2020-07-24	Y	
Unleaded	\$ 351.37	2020-07-15	2020-07-24	Y	
Diesel	\$ 482.57	2020-07-15	2020-07-24	Y	
Unleaded	\$ 265.35	2020-07-30	2020-07-24	Y	
Diesel	\$ 1,384.61	2020-07-30	2020-07-24	Y	
ANTHEM					
Insurance	\$ 6,386.13	2020-07-06	2020-07-13	Y	
DELTA DENTAL					
Insurance	\$ 797.96	2020-07-01	2020-07-13	Y	
UHC					
Insurance	\$ 178.49	2020-07-15	2020-07-13	Y	
AFLAC					
KP, RP	\$ 221.52	2020-07-06	2020-07-13	Y	

Ord. 07-20

ORDINANCE REZONING LSBT 0240.992.002, FROM M-2 INDUSTRIAL DISTRICT TO B-3 GENERAL BUSINESS DISTRICT IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

WHEREAS, Tom Auer on behalf of the property owner, Edward P. McLaughlin 1996 Revocable Trust, petitioned the Town of Lisbon to rezone the property from M-2 Industrial District to B-3 General Business District; and

WHEREAS, the change in zoning is consistent with the Town of Lisbon Comprehensive Land Use Plan; and

WHEREAS, the Lisbon Plan Commission and Town Board of Supervisors held a Joint Public Hearing on the rezoning request on Thursday, August 13, 2020.

WHEREAS, this change in zoning is conditioned on the approval of Waukesha County and the Town of Lisbon's receipt of written verification that Mr. Auer has the authority to act on behalf of and bind the Edward P. McLaughlin 1996 Revocable Trust.

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

SECTION 1: The following described property is rezoned from M-2 Industrial District to B-3 General Business District:

PT SE 1/4 SEC 24 T8N R19E; ALSO COM SE COR N 533 FT N55°W 220 FT W 32 FT N45°45'W
122 FT N18°45'W 37 FT E 313 FT S 244.5 FT TO BGN R2318/155
LSBT 0240.992.002

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

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

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 24th day of August, 2020.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: _____
JOSEPH OSTERMAN, Chairman

ATTEST:

BY: _____
Steven A. Braatz, Jr.
Interim Town Clerk





August 4, 2020

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

Re: Tom Auer – Rezoning from B-2 Local Business and R-2 Residential Districts
(County) and M-2 Industrial District (Town) to the B-3 General Business District (Town and
County)

Dear Plan Commission Members:

The above-referenced rezoning, Zoning Map Amendment, application was received in our office for review on behalf of the Town of Lisbon. We have reviewed the following application materials:

- Town and County Rezoning Applications
- County Zoning Change Application Map exhibit
- County Development Review Team (DRT) review letter dated 5/1/20 (some issues from this letter have since been addressed)

Summary

Tom Auer, on behalf of owner Edward P. McLaughlin Trust, is proposing to rezone a portion of Tax Key No. LSBT 0240.992.002 in order to develop, own, and operate a landscape contracting business, snowplow operation, and retail greenhouse/nursery on the property. The parcel has two (2) non-contiguous properties, a southern property measuring approximately 3.2 acres, and a northern property measuring approximately 17.1 acres. The application for rezoning is proposed for the southern property. The properties are anticipated to be separated at a later date, with new Tax Key numbers currently approved and reserved for use in 2021. In addition to a rezoning of the south property, the proposed uses will need to be approved as a permitted use within the proposed B-3 zoning, and a Conditional Use Permit will need to be approved to allow for a contractor's yard in the proposed B-3 zoning.

Background

The applicant is proposing to develop, own, and operate a landscape contracting business, snowplow operation, and retail greenhouse/nursery on the property as shown on the County Zoning Change Application Map exhibit or an anticipated similar configuration. In addition, the applicant will be required to address comments from the DRT meeting summary issued on May 1, as well as other County comments, and Town requirements and comments.

Application Review

The parcel is subject to compliance with the Town Code Chapters 11 and all other applicable Chapters.

Property Information

Property owner: Edward P. McLaughlin Trust

Location: Town Line Rd and Mill Road.

Tax Key: LSBT 0240.992.002 (**Southern portion**)

Adjacent land uses and zoning:

North: Residential (zoned County R-2 Residential)
South: Railroad ROW (zoned M-2 General Industrial)
East: Commercial (Village of Menomonee Falls)
West: Residential (zoned M-2 General Industrial)

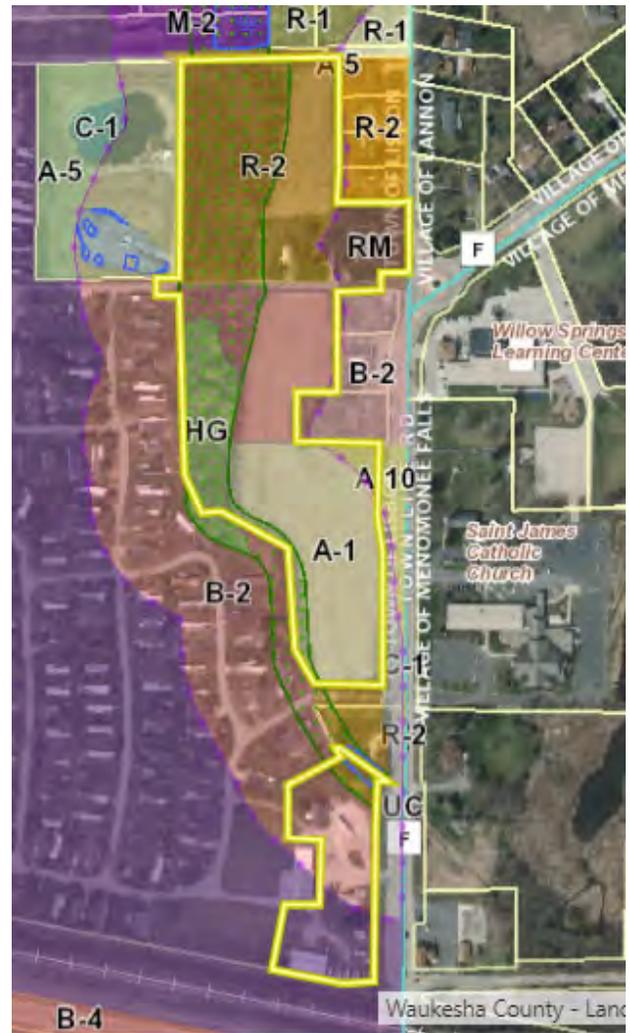
Existing Zoning: County R-2/B-2 and Town M-2 General Industrial

Proposed Zoning: B-3 General Business District (Town and County)

Recommended Land Use: "Commercial and Office Park"

Zoning Map Amendment Review

Approval of a Zoning Map Amendment is necessary in order to allow the applicant develop, own, and operate a landscape contracting business, snowplow operation, and retail greenhouse/nursery on the property. Any amendment to the Zoning Map for this property would need to be in compliance with the proposed land use district.



The proposed B-3 zoning district is intended to provide for business and trades of a more general nature and serving a larger trade area. The B-3 district allows or all permitted uses within the B-2 district as permitted uses as well as "Any similar use subject to the approval of the Plan Commission". As this district allows for automobile/marine sales and repair along with associated equipment storage, wholesalers, and commercial truck parking, we consider the landscape business, snowplow operation, and nursery to be similar uses. The B-3 district also allows for a Contractor's Yard as a Conditional Use.

In addition, as the property does contain Waukesha County Shoreland Zoning, County R-2 and B-2, the applicant has submitted a Zoning Map Amendment application to Waukesha County. Therefore, in addition to the B-3 allowances and requirements for Town Chapter 11, the property would also be subject to County B-3 allowances and requirements, if approved.

Consistency with the Recommended Land Use Plan

The Town Recommended Land Use Plan designates the southern portion of the subject property as "Commercial and Office Park". This designation is defined as land devoted to retail, office, service activities, general business activities, and/or research and development and related off-street parking. The proposed B-3 zoning is consistent with this definition.

August 4, 2020
Page 3 of 3

Recommendation

Staff recommends approval of the rezoning request to amend the Zoning Map for the southern portion of LSBT 0240.992.002, as shown on "Exhibit D – Proposed Zoning" from B-2 Local Business and R-2 Residential Districts (County) and M-2 Industrial District (Town) to the B-3 General Business District (Town and County).

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 August Plan Commission meeting to answer any questions.

Sincerely,

Joshua Langen, AICP
Community Development Planner

Rachel Holloway, AICP
Town Planner

cc: Steven Braatz, Interim Clerk-Treasurer, Town of Lisbon
Tom Auer
Edward P. McLaughlin Trust – to smwegner83@gmail.com

M:\Lisbon, Town of\200200 - 2020 Town Planning Services\2020 Tasks\2020.17 Auer Nursery SPPOO CUP REZONE\Reviews\2020-08-04 Auer Nursery Rezoning Review\2020-08-04 Auer Nursery Rezoning Review.docx

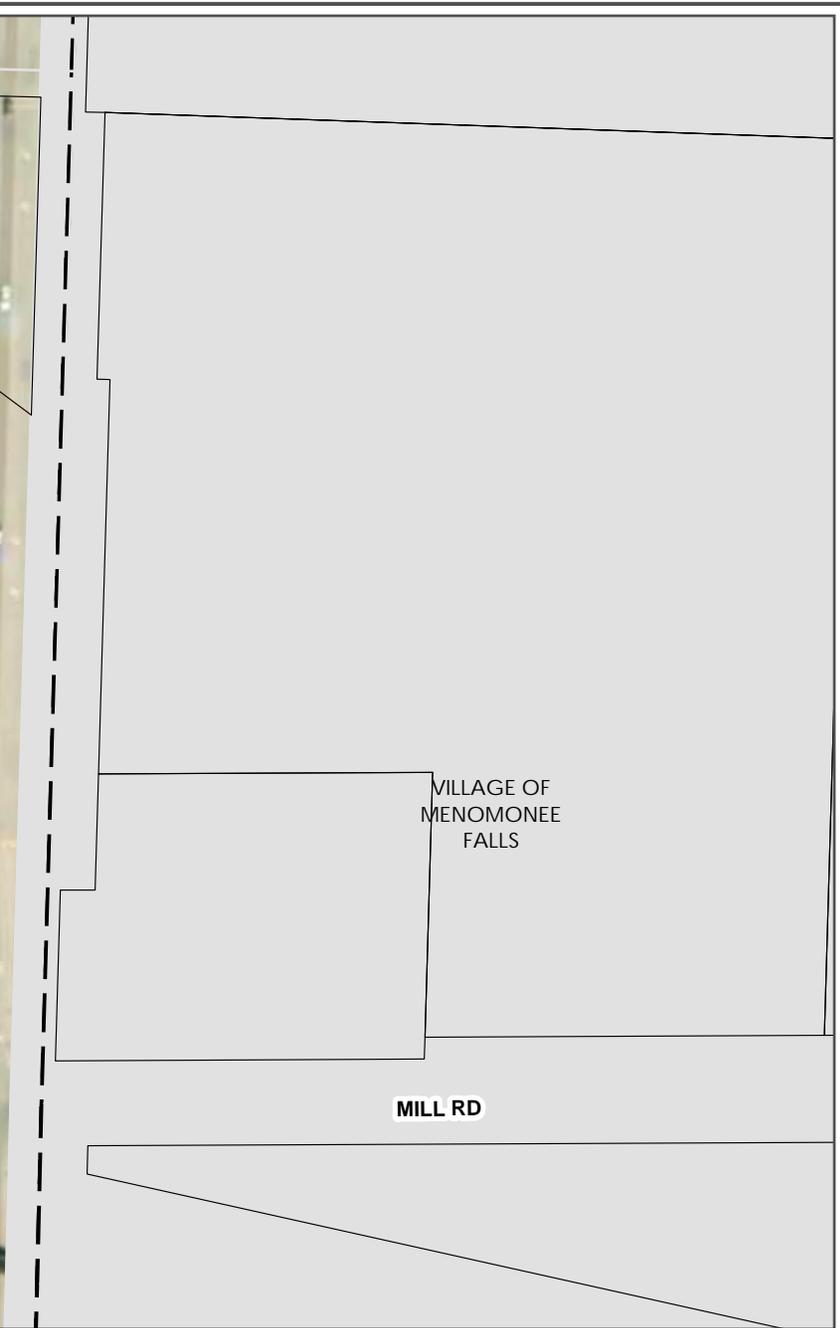


Exhibit A: Parcel 0240.992.002 Site Map
Town of Lisbon

0 150 300
Feet

 Subject Parcel

vierbicher
planners | engineers | advisors 

REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE
600 W. VIRGINIA STREET, STE. 601 MILWAUKEE, WI 53204
Phone: (262) 875-5000 Fax: (608) 826-0530

Data Sources: Vierbicher, Town of Lisbon, Waukwsa County, ESRI

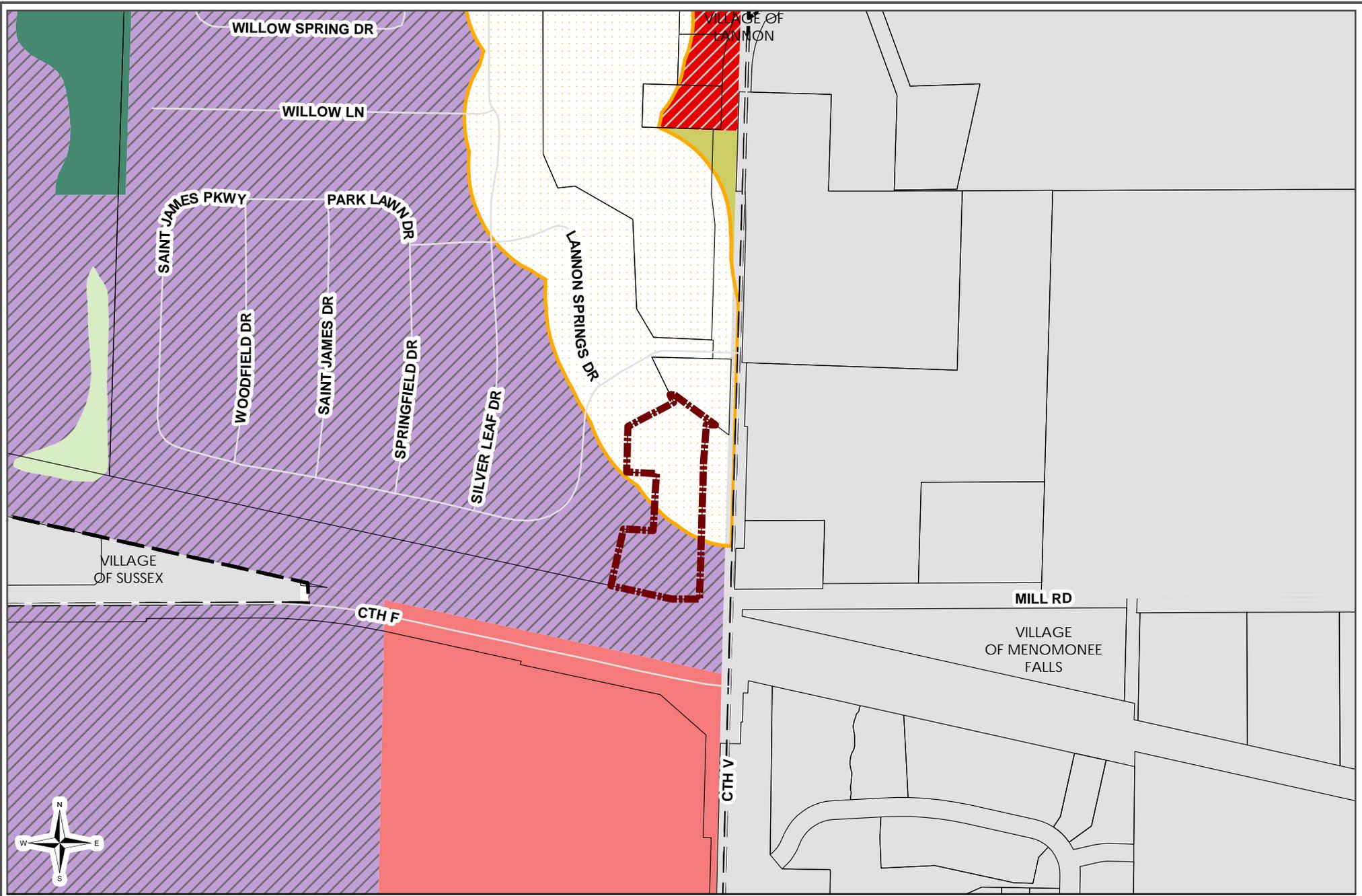
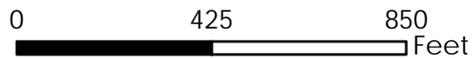


Exhibit B: Parcel 0240.992.002 Zoning Map

Town of Lisbon



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 Parcel
 Waukesha Shoreland Zoning

vierbicher
 planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE
 600 W. VIRGINIA STREET, STE. 601 MILWAUKEE, WI 53204
 Phone: (262) 875-5000 Fax: (608) 826-0530

Data Sources: Vierbicher, Town of Lisbon, Waukesha County, ESRI

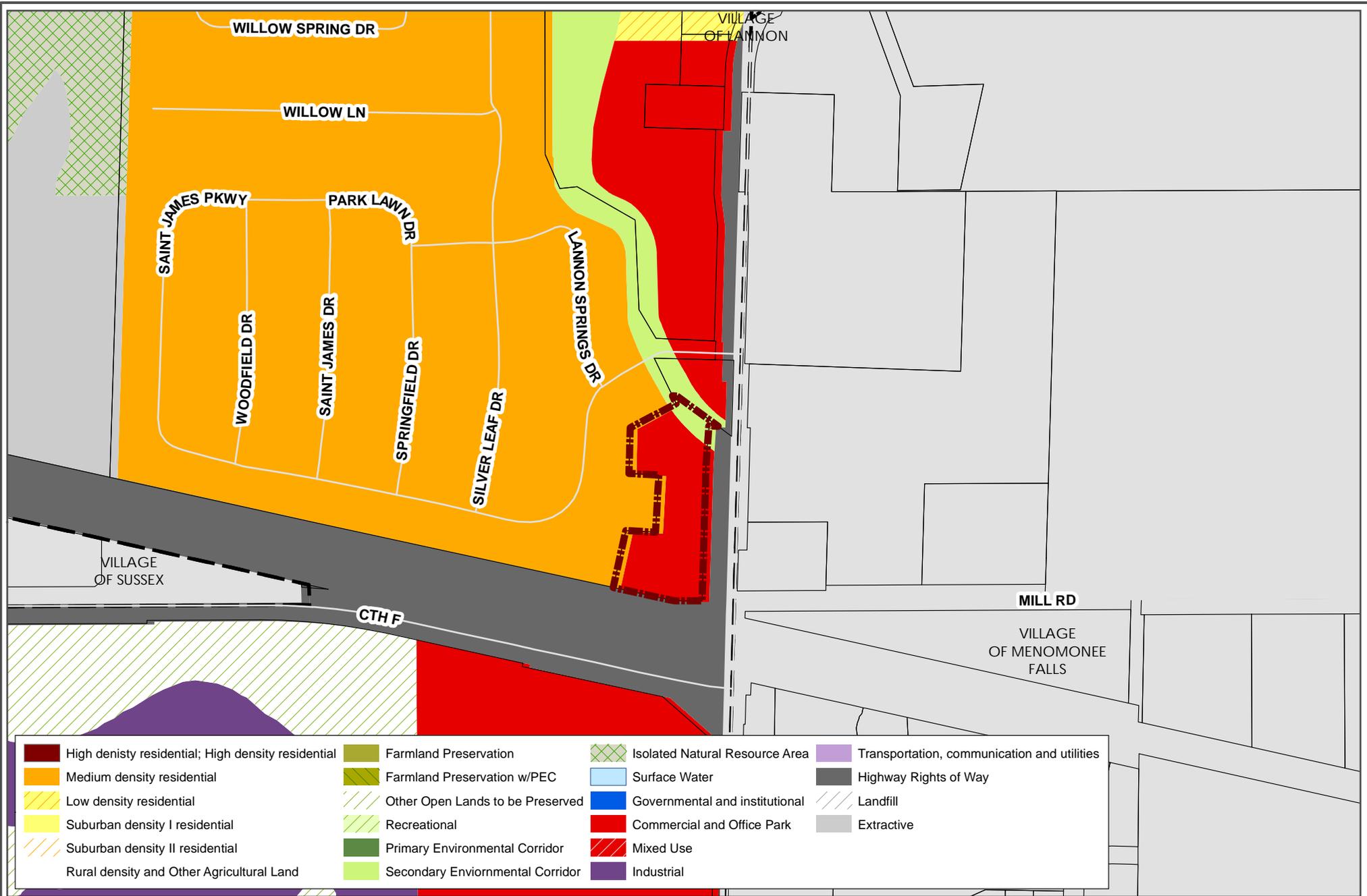
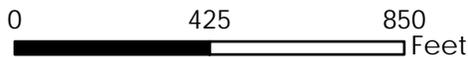


Exhibit C: Parcel 0240.992.002 Recommended Land Use Map

Town of Lisbon



REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE
 600 W. VIRGINIA STREET, STE. 601 MILWAUKEE, WI 53204
 Phone: (262) 875-5000 Fax: (608) 826-0530

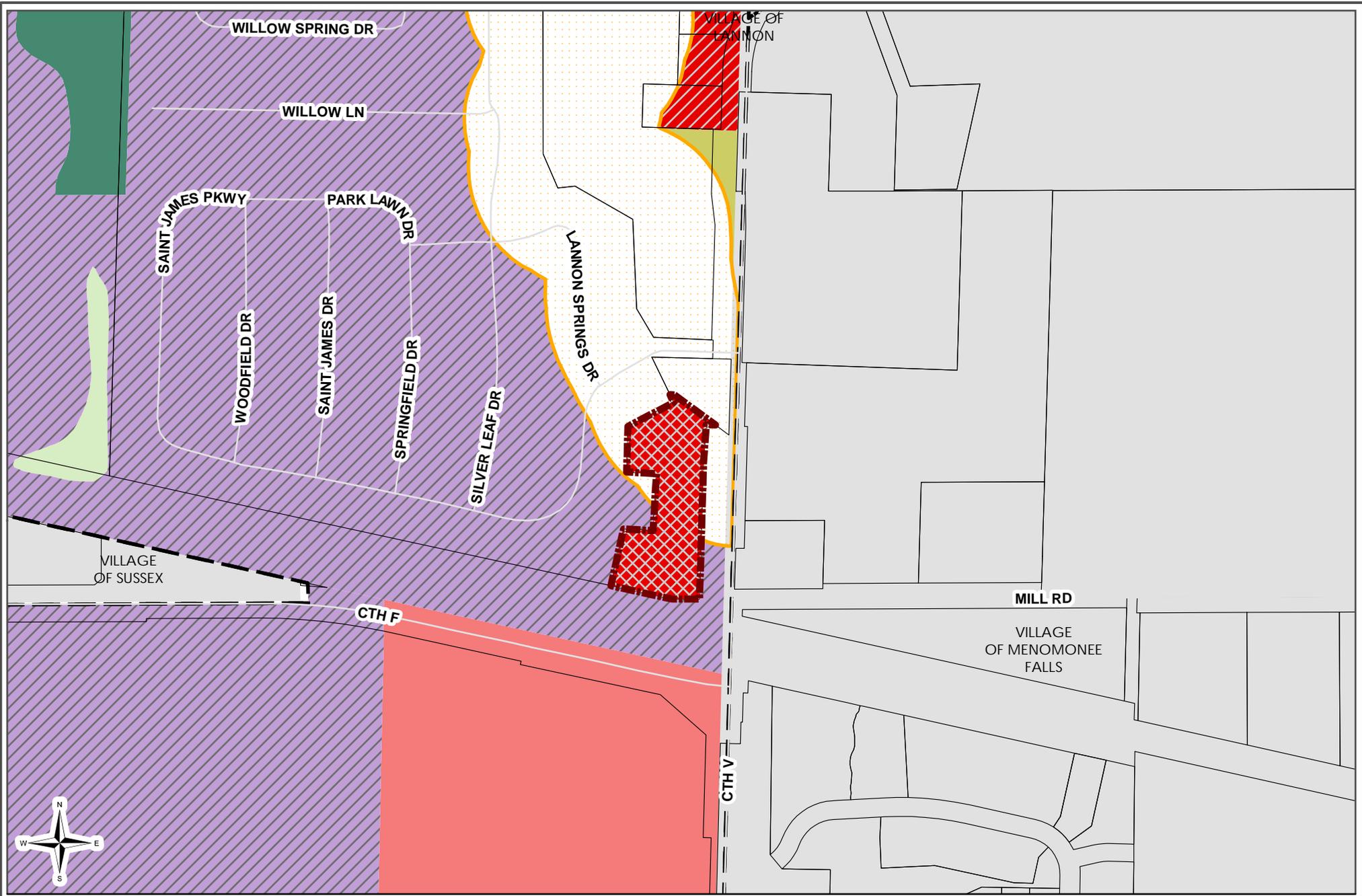
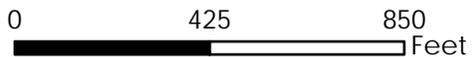


Exhibit D: Parcel 0240.992.002 Proposed Zoning Map

Town of Lisbon



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 Parcel
 Waukesha Shoreland Zoning

vierbicher
 planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE
 600 W. VIRGINIA STREET, STE. 601 MILWAUKEE, WI 53204
 Phone: (262) 875-5000 Fax: (608) 826-0530

Data Sources: Vierbicher, Town of Lisbon, Waukesha County, ESRI



**PROCEDURE FOR REZONING PROPERTY AND/OR
OBTAINING A CONDITIONAL USE PERMIT**

1. PROPERTY OWNER (or representative) should contact the Town Clerk to make a Planner's Appointment. The Planner, Administrator and Clerk will review the proposed project and give direction on what is needed to complete the application process, as well as deadline dates to meet. Forms will be given at this meeting, but they can also be found online at www.townoflisbonwi.com\169\Permits-Forms-Applications
2. PROPERTY OWNER (or representative) completes the application form(s) and provides the Town Clerk with one completed packet with signatures. Hard copy of PDF please, PDF preferred. Also, please bring a check for the application fee made payable to the Town of Lisbon as follows:
 - a. Rezoning - \$350
 - b. Conditional Use - \$350
 - a. May require preparation and submittal of a Site Plan and/or Plan of Operation.
3. TOWN CLERK creates a list of the property owners within a certain number of feet from the exterior boundaries of the property for which a rezoning or Conditional Use is being proposed, publishes required legal notice in appropriate newspaper and mails notices to affected property owners.
 - a. Rezoning – 300 feet
 - b. Conditional Use – 500 feet
4. PROPERTY OWNER (or representative) attends the Public Hearing/Plan Commission meeting. If you or your representative are not present, the Plan Commission may postpone your item to the following month's agenda.
5. PLAN COMMISSION reviews application and facts presented at Plan Commission meeting.
 - a. Rezoning – Plan Commission takes action and makes a recommendation to the Town Board. Property owner or representative attends the Town Board meeting to present information and facts about the rezoning. Town Board takes action and if the request is approved, the Town Clerk transmits the rezoning information to Waukesha County for their consideration and action.
 - b. Conditional Use – Plan Commission takes action and if the request is approved, the Town Clerk drafts a Conditional Use Permit document for recording at the Waukesha County Register of Deeds. Signatures from all parties will be required before recording.



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

Plan Commission Application

Application Type and Fee (check all that apply)

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

<input checked="" type="checkbox"/> Commercial <small>*All commercial projects including any change of occupancy, change of use, or construction/alteration must be submitted to the Lisbon Fire Department as well for review and inspections</small>
<input type="checkbox"/> Residential – Home-Based Bus. / In-Law Unit

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

Property Information

W220N6439 TOWN LINE RD	LISBON	53089
Property Address	City	Zip
LSBT0240992002 PARTIAL	1.4 ACRES	B-2
Tax Key/Parcel ID #	Lot Size	Current Zoning

Property Owner

EDWARD MCLAUGHLIN TRUST

Name / Company Name

Edward M. McLaughlin Trustee
Signature

N87W23301 NORTH LISBON RD

Address

SUSSEX WI 53089

City State Zip

414-588-7350 *edward.mclaughlin@louisiana.com*
Phone E-mail Address

Applicant

TOM AUER

Name

THE GROUND CRAFTER, LLC

Company

W312S676 WILDWOOD TRL

Address

DELAFIELD WI 53018

City State Zip

262-325-6868 *tom.auer@thegroundcrafter.com*
Phone E-Mail Address

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



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

PETITION FOR REZONING

Property Owner

Applicant

Name / Company Name

Name

Signature

Company

Address

Address

City State Zip

City State Zip

Phone E-mail Address
SMWENGER83@GMAIL.COM

Phone E-Mail Address
TOM.AUER@THEGROUND CraFTER.COM

Property Information

Property Address City Zip

Tax Key/Parcel ID # Current Zoning Proposed Zoning

Rezone Information

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

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



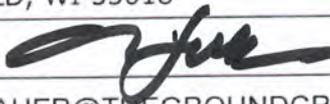
PROFESSIONAL SERVICE REIMBURSEMENT FEES:

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

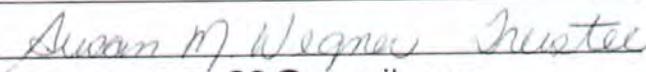
The undersigned, have been advised that, pursuant to the Town of Lisbon Municipal Code Section 1.14, if the Town Planner, Town Engineer, Town Attorney, or any other Town professional provides services to the Town because of my/our activities, whether at my/our request or at the request of the Town, I/we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

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

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

NAME TOM AUER
ADDRESS W312S676 WILDWOOD TRL DELAFIELD, WI 53018
DATE 3-23-20 SIGNATURE 
PHONE 262-325-6868 EMAIL TOM.AUER@THEGROUND CraFTER.COM

PROPERTY OWNER NAME, MAILING ADDRESS, SIGNATURE & DATE:

NAME EDWARD P MCLAUGHLIN 1996 REVOCABLE TRUST
ADDRESS N87W23301 NORTH LISBON RD SUSSEX WI 53089
DATE 3-23-20 SIGNATURE  Trustee
PHONE 414-588-7350 EMAIL smwegner83@gmail.com

PROJECT NAME W220N6439 TOWN LINE RD



SITE INSPECTION NOTIFICATION:

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

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

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

NAME EDWARD MCLAUGHLIN TRUST; C/O SUE WENGER
ADDRESS N87W23301 NORTH LISBON RD SUSSEX 53089
DATE 3-24-20 SIGNATURE *Susan M Wenger Trustee*
PHONE 414-588-7350 EMAIL smwegner83@gmail.com

PROPERTY OWNER NAME, MAILING ADDRESS, SIGNATURE & DATE:

NAME SAME AS ABOVE
ADDRESS _____
DATE _____ SIGNATURE _____
PHONE _____ EMAIL _____

COMMENTS:

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
PLANNING AND ZONING DIVISION
515 W. Moreland Blvd. Room AC230
WAUKESHA, WISCONSIN 53188
(262) 548-7790

Email pod@waukeshacounty.gov Website www.waukeshacounty.gov/planningandzoning

**PETITION TO AMEND THE MAP OF THE COUNTY ZONING CODE and/or
THE COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE**

Fee Pd. \$ 500 Receipt No. 457166 Appl received by JH Petition No. RZ66

RECEIVED

Town Zoning _____ County Zoning _____ Shoreland Zoning Only _____

Shoreland and Town Zoning X Shoreland and County Zoning _____

City/Village and/or Shoreland Annexed Area _____

JUL 15 2020
DEPT OF PARKS & LAND USE

HONORABLE BOARD OF SUPERVISORS/~~COMMON COUNCIL BOARD OF TRUSTEES~~ IN
THE TOWN/~~CITY~~ OF LISBON WAUKESHA COUNTY, WISCONSIN:

I/We, the undersigned, owner(s) of the property described below, located in the Town/~~City~~ of
~~TOM AUER~~ Lisbon do hereby petition to amend the MAP of the County
~~Zoning Code and Floodland Protection Ordinance~~ on this
date, 7-13-20, in the following manner:

Existing Zoning Classification(s): R M-2 & B-2 (County); M-2 (Town)

Proposed Zoning Classification(s): B-3 (former)
Indoor and outdoor

Existing Use(s) of the subject property: STORAGE, TAVERN, TRIPLEX

Proposed Use(s) of the subject property: LANDSCAPE YARD / NURSERY RETAIL OPS, etc.

Tax Key No(s). LSBT0240992002 - NEW CSM / TAX KEY FORTHCOMING

Address of subject premises: W220N6439 & 6437 TOWN LINE RD LISBON 53089

Legal Description of the subject property: PT SE1/4 SEC 24 T8N R19E; ALSO COM SE COR N 533 FT
N55°W 220 FT W 32 FT N45°45'W 122 FT N18°45'W 37 FT E
313 FT S 244.5 FT TO BGN R2318/155
see attached

Reasons/Conditions, which justify a change in the zoning (attach additional pages, if necessary):

New owner with similar use however not permitted use.

Owner: see authorized agent form

Applicant: TOM AUER

see attached for address

Daytime Phone No. () _____

Daytime Phone No. (262) 3256868

Email address and/or fax number if you would like a copy of the staff report forwarded to you prior to the (Waukesha Co. Park and Planning Commission) meeting: TOM.AUER@THEGROUNDCRAFTER.COM

The following information **must be** submitted with this application:

1. Three (3) copies of a detailed and accurate site plan/map or plat of survey (preferred) drawn **TO SCALE**, showing the location of the proposed zoning district boundaries, the location and use of the buildings on the subject property, and the use of **all** properties within 300 feet of the subject property.
2. A filing fee payable to the Waukesha County Department of Parks and Land Use (inquire as to the current fee amount).

Note: Review of this application may include a site inspection.

The undersigned owner hereby certifies that **all** of the above statements, information and attachments contained herein are true and accurate to the best of his or her knowledge and belief. By signing this form, the owner or his/her authorized agent is giving their consent for the Dept. of Parks and Land Use to inspect the site as necessary and related to this application even if the property has been posted against trespassing pursuant to Wis. Stat.

Signature of Owner see attached.

Date of Filing _____

Signature of Applicant 

Date of Filing 7-13-20

RECEIVED

JUL 15 2020

DEPT OF PARKS & LAND USE

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
PLANNING AND ZONING DIVISION
515 W. MORELAND BLVD, ROOM AC 230 WAUKESHA, WI 53188
(262) 548-7790 Fax (262) 896-8071

Email pod@waukeshacounty.gov Website www.waukeshacounty.gov/planningandzoning

LANDOWNER'S AUTHORIZED AGENT FORM

Subject Property Address W220N6439 TOWN LINE RD and N6437

Street/Section/Town (FP Dev in ROW Permits only) LISBON

RECEIVED

Add Location Description (FP Dev in ROW Permits only) _____

JUL 15 2020

Tax Key No(s), if applicable LSBT0240992002

DEPT OF PARKS & LAND USE

Owner(s) of the Subject Property* EDWARD P MCLAUGHLIN TRUST

Officer to be Contacted (if Corporate Owner) SUE WENGER

Owner's Mailing Address N87W23301 NORTH LISBON RD

Phone (Day) 414-588-7350 Phone (Evening) SAME

*The applicant for any permit, variance, special exception, appeal, conditional use, site plan, plan of operation, rezoning, comprehensive development plan amendment, CSM, subdivision plat, license or other application for governmental approval under the Planning and Zoning Division ordinances **shall be the landowner**, specifically a person or entity holding fee title to the subject property, as set forth below.

- A. In the case of a corporation, an officer or by a member of the corporation who has overall responsibility for the operation of the site for which the permit is sought.
- B. In the case of a limited liability company, a member or manager.
- C. In the case of a partnership, a general partner.
- D. In the case of a sole proprietorship, the proprietor.
- E. For a unit of government, by an elected official or other duly authorized representative.
- F. In the case of an individual, by the individual, an attorney, or one allowed to act as power of attorney.

I, Susan M. Wegner Trustee (owner's name), authorize the named agent below to represent my interests (see ** below) in the subject property described above for the purpose of these applications and any permits subsequently issued.

Owner's Signature(s) Susan M. Wegner Date 7-9-20

Owner's Signature(s) _____ Date _____

Agent THOMAS E AUER

Agent's Company Name (if applicable) _____

Agent's Mailing Address W312S676 WILDWOOD TRL DELAFIELD, WI 53018

Phone (Day) 262-325-6868 Phone (Evening) SAME

**I, the authorized agent for the owner, am aware of the requirements of the Planning and Zoning Division ordinances and I understand and agree to follow the procedures, deadlines, fees, inspection requirements, and the proposal associated with these applications and any permits subsequently issued.

Agent's Signature [Signature] Date 7-9-20

RECEIVED

JUL 15 2020

DEPT OF PARKS & LAND

REQUEST TO SEPARATE TAX KEY NUMBERS

STEP I: THIS SECTION TO BE COMPLETED BY PROPERTY OWNER OR REQUESTOR

Date: 6-25-2020

Current Parcel ID Numbers: LSBT 0240 987 001

Requested by: Thomas Auer on behalf of Edward P McLaughlin 1996 Revocable Trust

Phone/Email for Requesting Party: 262-325-6868; tom.auer@thegroundcrafter.com

Reason for Separation Request: Required for permitting purposes.

NOTE: See proposed legal descriptions on Page 2 of this form.

As separate lots, are these properties buildable? YES NO

Are there any land-locked parcels involved? YES NO

Have Deed Restrictions been recorded in the Register of Deeds Office?
YES NO

(If "Yes", list real/image and/or Document Number):

Is building(s) location situated across multiple lots? YES NO

COMBINATION REQUESTED BY: [Signature] Date: 7-2-20
(Signature of Requesting Party)

(Signature of Requesting Party) Date: _____

STEP II: IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER OR REQUESTOR TO HAVE THIS SECTION COMPLETED BY AN AUTHORIZED MUNICIPAL REPRESENTATIVE.

COMBINATION APPROVED BY:

Name: _____ Date: _____
Title: _____

THIS SECTION TO BE COMPLETED BY TAX LISTING:

"Old" Tax Key Numbers Deleted: _____

"New" Tax Key Numbers Assigned: _____

DATE: _____ INITIALS _____ ROLL EFFECTIVE DATE: _____

LEGAL DESCRIPTION FOR SPLIT PARCELS FROM LSBT 0240 992 002

The northern piece for the split of this tax parcel would use this:

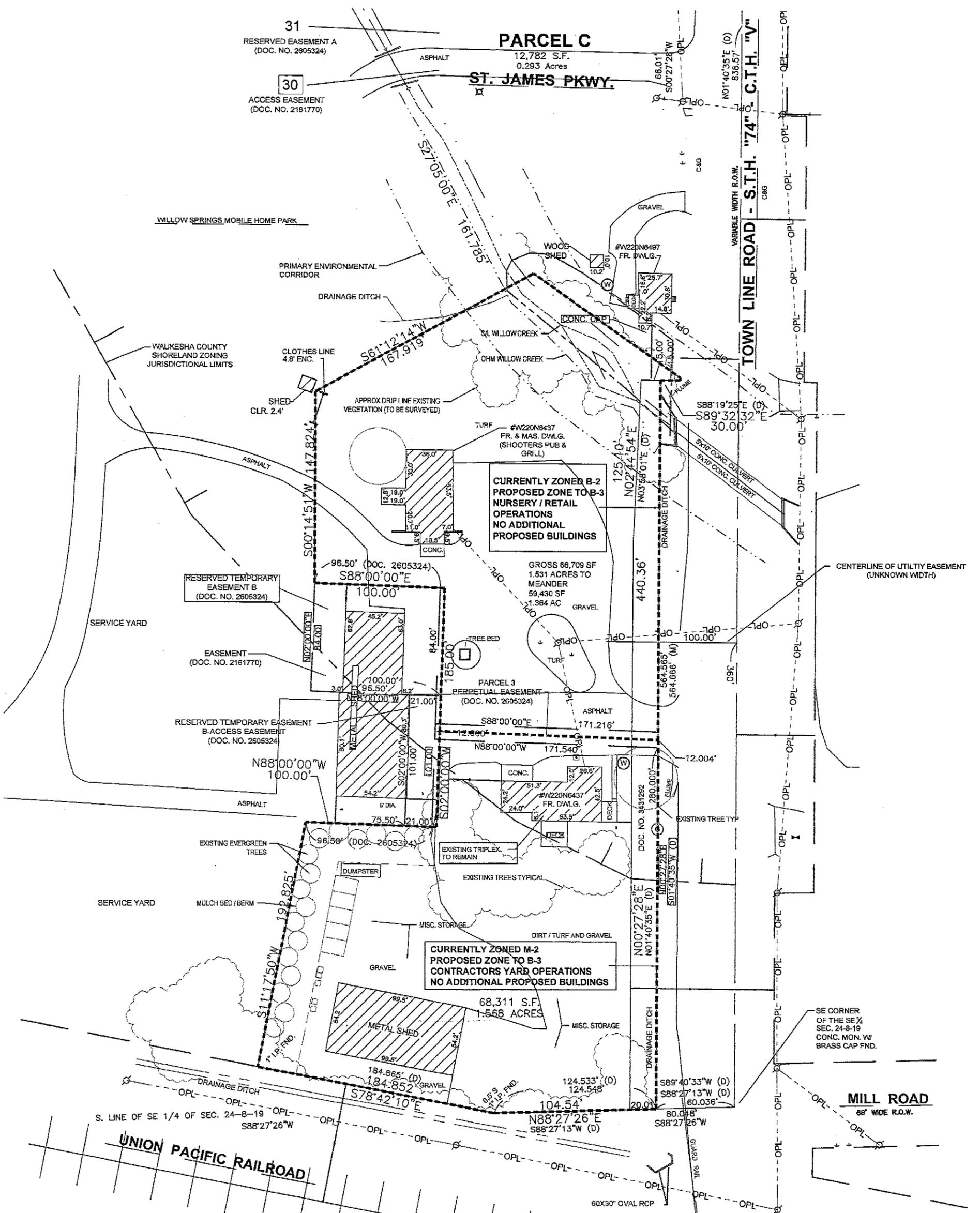
SE1/4 SEC 24 T8N R19E :: EX RR & EX ROAD & EX COM SE CRNR N 533 FT; N55°W 220 FT; W 32 FT; N45°45'W 122 FT; N18°45'W 37 FT; E 313 FT; S 244.5 FT TO BGN; & EX DOC #3924138 & EX DOC #2605324 & EX CSM #10878 & EX DOC #2444281 & EX DOC #3178176 & EX DOC #3600006 & EX DOC #1080636 & EX DOC #1205972 & EX DOC #4048754 & EX DOC #1468725 & CSM #7950



The southern piece for the split of this tax parcel would use this:

PT SE ¼ SEC 24 T8N R19E; COM SE CRNR N 533 FT; N55°W 220 FT; W 32 FT; N45°45'W 122 FT; N18°45'W 37 FT; E 313 FT; S 244.5 FT TO BGN :: EX DOC #1468725





**ZONING CHANGE APPLICATION MAP
INCLUDING EXISTING SITE CONDITIONS**

RECEIVED
JUL 15 2020
DEPT OF PARKS & LAND USE

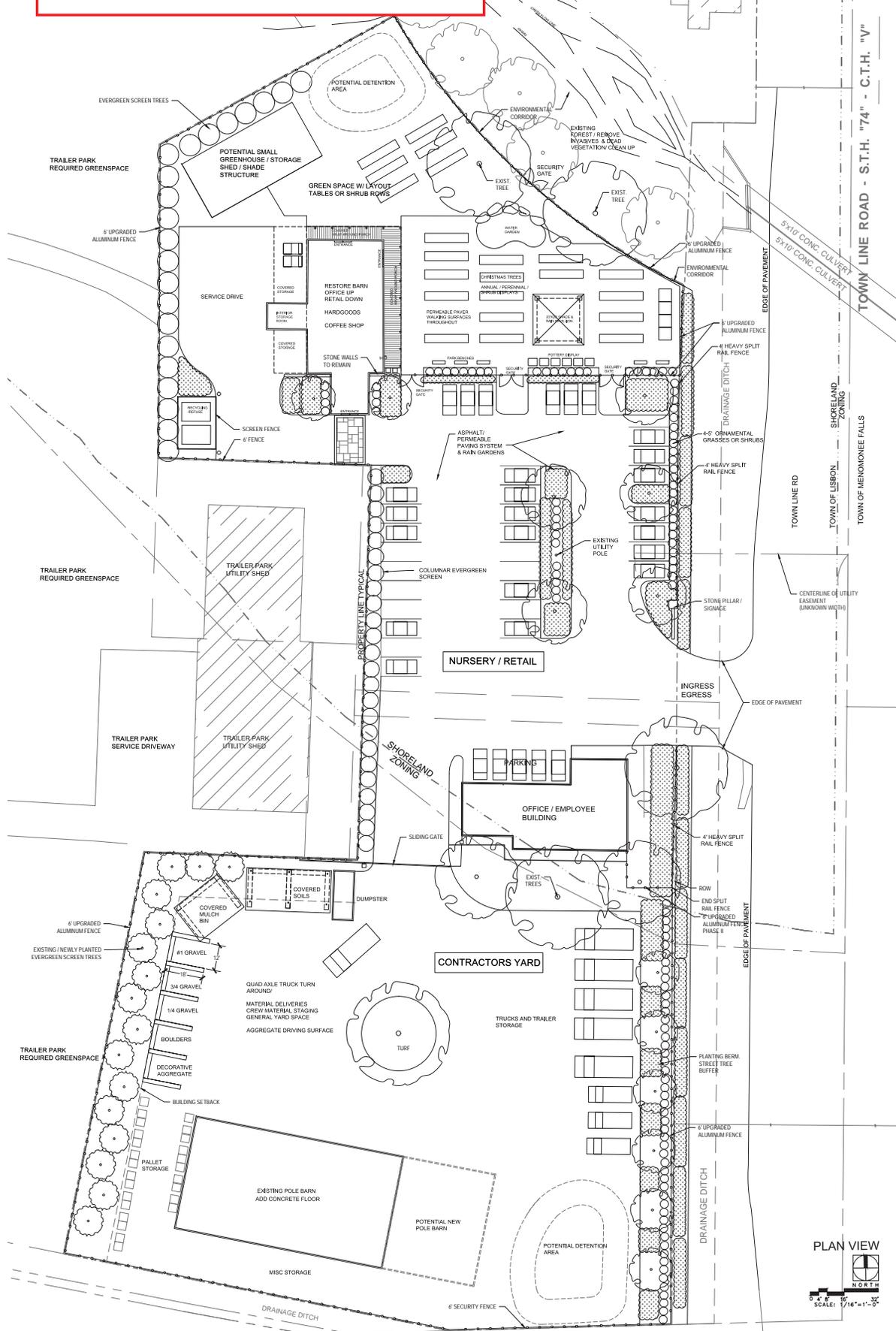
PLAN VIEW

NORTH

SCALE: 1/32" = 1'-0"

1	W220N6437 & W220N6439 TOWN LINE RD AUER - MCGLAUGHLIN TOWN LINE RD	CONTACT: TOM AUER : 262-325-8888	DATE: 7-13-20	SHEET NUMBER Z1
		REVISIONS: DATE BY DESCRIPTION	PERMITS REQUIRED: DATE DESCRIPTION ZONING AMEND.	

CONCEPTUAL SITE PLAN 7/31/2020



1 AUER - THE GROUND CRAFTER SITE PLAN - DESIGN DEVELOPMENT
 W220N6437 TOWNLINE RD. & W220N6439 TOWNLINE RD

DESIGNED BY: TOM AUER
 REVISIONS:
 DATE BY DESCRIPTION

DATE: 7-31-20
 PERMITS REQUIRED:
 DATE: DESCRIPTION

SHEET NUMBER
LS1



Waukesha County
Department of Parks and Land Use

May 1, 2020

Tom Auer
The Ground Crafter
VIA EMAIL ONLY

RE: D350: Waukesha County Development Review Team (DRT) Meeting Summary

A two phase proposal on the southernmost part of the existing 20 acre property and the 0.9 acre property immediately to the north of that southernmost portion (refer to GIS Map) consisting of a proposed landscape contracting business, including a shop, small covered material bin storage area (no large stockpiling), outdoor truck storage, outdoor landscape trailer storage in winter, pole barn storage (rentals), and a snowplow operation. May expand to have an office, salt shed, separate workshop, greenhouse, shade pavilion, coffee shop, and field trips/tours/community meetings (nature education facility). The rental of the triplex would continue in Phase 1 and may be renovated/replaced by an employee oriented structure (office) in Phase II. The retail sale of plant material (nursery) is no longer proposed according to the petitioner's email of March 28, 2020. A three lot CSM is also proposed.

SE ¼ of Section 24, Town of Lisbon (LSBT 0240.992.002 and 0240.987.001 also known as W220 N6437 Townline Road and W220 N6439 Townline Road)

Dear Mr. Auer:

This letter summarizes the comments and concerns that were discussed at the DRT meeting on March 26, 2020, regarding your proposal to develop the above-described property for a landscape contracting business as described above. We hope that this input is valuable to you as you continue planning for the development. The following is a preliminary listing of the issues and requirements, which will need to be addressed as the project planning continues:

Comprehensive Development Plan/Land Use Plan designations

- The properties are currently designated as Commercial and Office Park and Secondary Environmental Corridor (SEC) on the Comprehensive Development Plan for Waukesha County. The properties are similarly designated on the Town of Lisbon Comprehensive Development Plan. The Town and County's Comprehensive Development (CDP) recommends that SEC's be considered for preservation in natural, open uses or incorporated as drainage ways or local parks within developing areas.

Planning and Zoning

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

It should be noted that there is also some Low Density Residential in the far northern part of the 20 acre property (roughly between McLaughlin Road and the unnamed access to Dawson's quarry) should you choose to include that portion of the property in your future planning.

- The SEC should be surveyed to the drip line of the vegetation.
- In accordance with the County and Town CDPs, the subject property is limited to Commercial and Office Park type uses, exclusive of the SEC, unless an amendment is requested and considered for approval by both the Town of Lisbon and the Waukesha County Board of Supervisors.

Zoning

- The properties are subject to the Waukesha County Shoreland and Floodland Protection Ordinance and the Town of Lisbon Zoning Ordinance. The portion subject to the County jurisdiction is zoned B-2 Local Business District and R-2 Residential and contains both Environmental Corridor (EC) and Wetland (C-1) Overlays. The portion subject to the Town's jurisdiction is zoned M-2 General Industrial.

It should be noted that in addition to B-2, R-2 and EC and C-1 overlays, there is also A-1 Agricultural and HG High Groundwater zoning in the northern part of the 20 acre property (north of the intermittent stream) should you choose to include that portion of the property in your future planning. The Town has small areas zoned RM Multi Family Residential, A-10 Agricultural, R-1 Suburban Single Family Residential, and B-2 Local Business in that northern part of the 20 acre property.

- First, at a minimum, a County rezone of the B-2 Local Business area to the B-3 General Business District must be requested and considered for approval by both the Town of Lisbon and the Waukesha County Board of Supervisors in order to accommodate the proposed use. Alternatively, a rezone to the M-2 General Industrial District may be requested, in order to match the Town of Lisbon's zoning designation which would also require a CDP amendment (Industrial Use) to be requested from the Town and the County. The entire rezone process generally takes approximately four months to proceed through all of the town **and** county review entities (see attached process document). A fillable application and permit guide are available on the County website (see page 1 above). Please consult with the Town for their separate application.
- Requests to amend the Comprehensive Development Plan are accepted throughout the year. However, all CDP amendment requests are generally processed together annually (commencing January 15th of each year). The CDP amendment process itself can take approximately 4 months. You may wish to request an out of sequence CDP amendment, and move forward with the application concurrently with the rezone request. A fillable application and permit guide are available on the County website (see page 1 above). Please note the Town of Lisbon has their own separate CDP amendment process. Please consult with them for timelines.
- A Conditional Use Permit (CU) for a Contractors Yard must be requested and considered for approval by both Waukesha County and the Town of Lisbon for the proposed use. A fillable application and permit guide are available on the County website (see page 1 above). The CU and Rezone may be able to be processed simultaneously. Please note the Town of Lisbon has their own separate CU application process. Please consult with them for timelines.

- A Site Plan/Plan of Operation (SPPO) must also be submitted for review and approval by Waukesha County and the Town of Lisbon. A fillable application ('Application for SPPO') and permit guide are available on the County website (see page 1 above). The SPPO will be reviewed concurrently with the CU. Please note the Town of Lisbon has their own separate SPPO application process. Please consult with them for timelines.

Certified Survey Map (CSM) Comments

- The Town and County must review the proposed CSM once the above requests have been approved. The County's fillable CSM submittal form and permit guide are available on the County website (see page 1 above). The County has ninety (90) to review the document, however, we try to provide comments within thirty (30) days. The Town will need to take the CSM before its Plan Commission and Town Board for approval. Please consult with them for timelines.
- There is a mapped, intermittent stream on the subject property located between the residence on LSBT 0240.987.001 and the barn on LSBT 0240.992.002 to the south of Saint James Parkway that is a tributary of the Fox River. The stream and the top of bank elevation must be shown on the CSM. The required setback for any structure from the OHWM is 75 feet.
- As mentioned above, the SEC should be surveyed to the drip line of the vegetation. The SEC boundary must be shown on the CSM.
- There are mapped wetlands, as identified on the Waukesha County GIS site, as well as areas of hydric soils on the properties. A wetland delineation is required to determine the boundaries of the wetlands on the properties. The County can submit a wetland delineation request to SEWRPC on your behalf, or you can contact a local delineator. Please contact our office to discuss if you would like us to make a delineation request to SEWRPC on your behalf. The delineated wetland boundary must be shown on the CSM. The required setback for any structure from the wetland is 75 feet.
- The Village of Menomonee Falls has extra-territorial jurisdiction within 1 ½ miles of their municipal boundaries in the Town of Lisbon. The proposed CSM must be submitted to the Village of Menomonee Falls for their review and approval.

General Comments

- The portion of the site located south of Saint James Parkway is served by public sewer and a private well. Be advised any new well would require WDNR approval and potentially a variance.
- The properties are in an area with mapped soils known to have seasonal high groundwater and areas of shallow bedrock. Additional soil investigation may be required in regard to basement construction or other uses, if planned in the future. Basements would have to meet the one foot separation requirement for groundwater.
- A Vegetation Removal Permit is required from Waukesha County for any vegetation removed along the intermittent stream. Only dead, dying, diseased, invasive, or vegetation causing an imminent safety hazard can be removed within 35' of the stream, as the first 35' is considered a vegetative buffer zone. Vegetation removed within this area must be replaced at a 1:1 ratio.

- The local fire department should be consulted as to the use of the two access drives between the southern portion of the 20 acre property and the mobile home park. We understand that one of the access drives was originally used to transport mobile homes to the mobile home park, after being staged in this area. Documentation shall be submitted indicating whether or not the access drives can be blocked, or perhaps gated if it is essential that one or both of them remain for emergency purposes.
- If interior remodeling or structural changes (“renovation”) are proposed for the former Shooter’s Tavern, or new structures are proposed within the County’s Shoreland Zoning Jurisdiction, a Zoning Permit is required prior to commencing any work. A Building Permit, at a minimum, will likely also be required from the Town, in addition to the County Zoning Permit.
- Any site grading in excess of 3,000 square feet will require a CU from both Waukesha County and the Town of Lisbon.
- If salt storage is proposed, a salt containment plan will be required and will require the review and approval of the Waukesha County Environmental Health and Land Resources Divisions.

Town of Lisbon Planner **Josh Langen, direct (262) 408-5397, jlan@vierbicher.com**

- The proposed use will require the submittal of both a CU and a SPPO for review and consideration by the Town of Lisbon. This would require the submittal of building plans. Major grading would also require a CU. A variance may need to be requested from the site standards.
- A CSM must be submitted to the Town for review and consideration of approval.

Dept. Public Works (DPW) **Jason Mayer, (262) 548-7749, jmayer@waukeshacounty.gov**

- The Site Plan for the proposed use appears compatible with the existing access point along CTH F. It currently serves the former Shooters Pub and Grill site. Left turns into this driveway from northbound CTH F may encounter a rumble pavement from the existing TWTL median area.
- A permit will be required from the County DPW if any portion of these properties are to be disturbed within the existing right of way of CTH F.
- DPW staff must review any proposed CSM.
- The established ROW of CTH V is 100’ in width north of the roundabout at McLaughlin Road, and the established ROW of CTH F is ‘by purchase’ south of the roundabout. Any required dedications must be shown on the CSM.
- The parking lot must maintain a 10’ road setback from that ultimate ROW (50’ from the centerline of CTH F).
- If the residence on LSBT 0240.987.001 (also owned by the current owner) will remain, it would be preferable to relocate the access to that property to Saint James Parkway.
- Improvements to the ROW such as restriping, tapering, etc. may be necessary.

Land Resources Division (LRD) Leif Hauge, (262) 896-8300, lhauge@waukeshacounty.gov

- The first phase of the project as depicted on page 1 of the Concept Plans would not trigger the requirements for a Stormwater Management Plan.
- It is not clear whether the project would trigger the requirements for a Stormwater Permit as there is no area of disturbance estimate. Based on the dimensions of the structures shown, it may be less than the 3,000 square foot trigger. More information will have to be provided before this determination can be made.
- The Concept Plan appears to show at least 1/2 acre of new impervious surface, which would trigger the Stormwater Management requirements.
- The Concept Plan shows some permeable pavers and a water feature with stormwater capacity. These BMPs may be appropriate for the site and soils, but calculations and soil testing are required for a full evaluation.
- If the portion of the southern portion of the 20 acre property that is currently being used for trailer storage, etal becomes part of the proposed plan, the gravel driveways shown on the earlier Concept Plan are considered impervious surface.
- There does not appear to be any stormwater infiltration potential on the relatively flat site due to the poorly drained character of the soils and therefore only wet detention would be effective. There would likely need to be storage in two locations on the southern portion of the 20 acre property due to half the site discharging to the southeast corner and the other half to the northeast corner.
- All impervious surface and stormwater proposals should be discussed with LRD to determine if they will meet their requirements.

**Lisbon Community Assistance Planner Sandy Scherer, (262) 548-7790,
sscherer@waukeshacounty.gov**

- The dumpster location on the revised plan set appears to be inaccessible by waste management vehicles and an alternate accessible location is recommended.
- If the nursery is no longer proposed, it is assumed no outdoor retail sales of plant material will occur on site either. Therefore, revised plans for Phase II must be submitted that exclude mention of things such as garden retail destination, retail yard, retail in the barn, sale of Christmas trees, displays, etc. In addition, will a greenhouse, shade pavilion, coffee shop, and nature education facility still be proposed if no retail sales will occur on the site? If not, those items should be removed from Phase II of the plan set as well.
- There are at least two quarry operations within a ½ mile of the subject properties.
- There is one landfill within ½ mile of the subject properties.
- The two properties that will be part of the proposed three lot CSM contain one triplex, five single family residences, four detached garages, a barn (former Shooters Bar and Grill), and a pole barn.

- Structures must be 35' from the base setback line of CTH F and 10 feet from all other lot lines.
- Floodplain information made available by the SEWRPC is located on the subject properties and must be shown on the CSM. Be advised there is also a draft Fox Flood Study pending which encompasses part of the subject properties. All structures must be outside of the 100 year floodplain unless there is also a 500 year floodplain and then there is a 35 foot setback that must be respected.
- The 12 foot wide perpetual sewer easement that crosses the southern portion of the 20 acre property must be shown on the CSM.
- The Waukesha County Park and Open Space Plan calls for a possible future trail along CTH F.

We hope you find that the comments submitted by the Town and County staff during the conceptual design stage will eliminate unnecessary delays during the remainder of the review process. It is important to note that as additional information is submitted there may be additional requirements, permits, etc. that apply. In the event you have any further questions, please do not hesitate to contact me at (262) 548-7790 or at jheermans@waukeshacounty.gov, or any of the contacts listed above.

Sincerely,

Jacob Heermans

Jacob Heermans
Senior Land Use Specialist

Enclosures: GIS Map of proposed parcels
Rezone Procedures (attached below)

cc (via email only): Gina Gresch, Town of Lisbon Administrator
Josh Langen, Town of Lisbon Planner
Sandy Scherer, Senior Planner/Town of Lisbon Community Assistance Planner
Leif Hauge, Land Resources Division
Jason Mayer, Department of Public Works
McLaughlin Revocable Trust c/o Sue Wenger and Jim McLaughlin
Village of Menomonee Falls
Town of Lisbon Fire Chief
Town of Lisbon Building Inspector
File

REZONE PROCESS ONCE INFORMATION IS RECEIVED BY THE COUNTY

After you apply with the Town and County for a rezone request, a public hearing is scheduled at the Town Hall. The Town makes a recommendation and transmits their decision to the County.

If a complete submittal packet is received by the PZD at least three weeks prior to the PPC meeting, the item will be scheduled on the PPC agenda according to the meeting schedule on the County Board's annual Committee Schedule (<https://www.waukeshacounty.gov/countyboard>).

The request is reviewed by PZD staff and a report/recommendation is drafted for the PPC meeting.

Meeting information is reviewed by the PZD Manager and sent to all parties the Friday prior to the PPC meeting.

The PPC will make a recommendation to the Land Use Parks and Environment Committee (LUPE) of the County Board. The LUPE meeting schedule is on the County Board's annual Committee Schedule (<https://www.waukeshacounty.gov/countyboard>).

Before the rezone is forwarded to LUPE, the Ordinance is reviewed by Corporation Counsel according to the County Board's annual Committee Schedule (<https://www.waukeshacounty.gov/countyboard>).

The PZD Manager presents the matter at the LUPE meeting and LUPE makes a recommendation to the County Board. The County Board meeting schedule is on the County Board's annual Committee Schedule (<https://www.waukeshacounty.gov/countyboard>). Questions about/results from the LUPE meeting should be directed to the County Board's office (262.548.7002).

The County Board considers the matter and makes a decision. Questions about/results from the County Board meeting should be directed to the County Board's office (262.548.7002).

Once the County Board makes a decision, the County Executive must sign off on the request.

Finally, the County Clerk must enroll and publish the rezone, and will then notify the Town Clerk and the petitioner if the rezone has been adopted.