



AGENDA
VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
July 23, 2015
7:30P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance With Open Meeting Law
3. Pledge of Allegiance
4. REPORT
 - a. Proposed landfill at 609 Scenic Road – Village Administrator Healy
5. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
6. CONSENT AGENDA
 - a. Vouchers for Payment
 - b. Treasurer’s Report
 - c. Meeting Minutes:
 - i. June 18, 2015 – Regular Meeting
 - d. New Operator Licenses
 - e. Board/Commission appointment, Diane Sommers, Board of Zoning Appeals
7. DISCUSSION/ACTION ITEMS
 - a. Discussion/Action regarding the recommendation of the Richfield Volunteer Fire Company to hire MSI General for Construction Management Services – Fire Station No. 1, Heritage Park
 - b. Discussion/Action regarding a petition by Hans Dawson for the rezoning of Tax Key: V10_038400T00A from Rs-3, Single Family Residential District to Rs-1, Country Estates District
 - c. Discussion/Action regarding a proposed one-lot Certified Survey Map for Tax Keys: V10_038400T00A and V10_038400X
 - d. Discussion/Action regarding a petition by Ross and Sharon Notham regarding the partial rezoning of Tax Key: V10_119600A from B-3, General Business District to Rs-3, Single Family Residential District
 - e. Discussion/Action regarding an Extraterritorial Plat Review in the Town of Lisbon, River Glen subdivision, Final Plat- Colgate Investments, LLC
 - f. Discussion/Action regarding Temporary Operator License Renewals
 - g. Discussion/Action regarding the renewal of auditing services with Kerber Rose
 - h. Discussion/Action regarding the acceptance of quotes for the 2015 crack filling program
 - i. Discussion/Action regarding potential purchase of plow and attachments for International patrol (snow plow) truck to replace Truck #19 in 2016
 - j. Discussion/Action regarding a notice of disallowance claim at 1360 Friess Lake Drive
 - k. Discussion/Action regarding the reduction of a Letter of Credit for Ridgeview Court
8. PUBLIC COMMENTS (...Continued)
9. ADJOURNMENT

Additional explanation of items on the agenda (Communication Forms) can be found on the village’s website at www.richfieldwi.gov. Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk’s office at 628-2260 or www.richfieldwi.gov with as much advance notice as possible.

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AFFIDAVIT OF POSTING

Pursuant to Sec. 985.02(2), Wis Stats., I, Bradley Calder, being duly sworn, state as follows:

1. I am an adult resident of the State of Wisconsin, and I make this affidavit on personal knowledge.
2. I hereby certify that I posted a copy of the attached:

1) Village Board Agenda - 2015.7.23

on July 17, 2015 (date), 10:45 a.m (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield; and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

Brad Calder
Signature

7/17/2015
Date

Personally came before me this 17th day
of July, 2015.
Margaret M. Rannels
Notary Public, State of Wisconsin
My commission expires 9/25/16

I also certify that notice of such meeting(s) were sent via email to the West Bend Daily News, the Germantown Express News, the Hartford Times Press, and the Milwaukee Journal Sentinel.

Signature

Date

I further certify that a copy has been posted to the Village website www.richfieldwi.gov.

Signature

Date

4 a

Report will be presented at the meeting

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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

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MEETING DATE: July 23, 2015

SUBJECT: Consent Agenda
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE ATTACHED CONSENT AGENDA?

ISSUE SUMMARY:

Included for your review are the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from June 18th, New Operator Licenses, and Board/Commission appointment, Diane Sommers, Board of Zoning Appeals.

FISCAL IMPACT:

REVIEWED BY: _____

Village Deputy Treasurer

Initial Project Costs:
Future Ongoing Costs:
Physical Impact (on people/space):
Residual or Support/Overhead/Fringe Costs:

ATTACHMENTS:

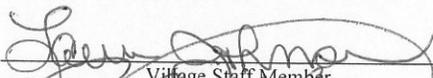
1. Vouchers for Payment
2. Treasurer's Report
3. Meeting Minutes from June 18, 2015
4. New Operator License List, Copy of Applications, Background Investigation Report
5. Board/Commission appointment, Diane Sommers, Board of Zoning Appeals

STAFF RECOMMENDATION:

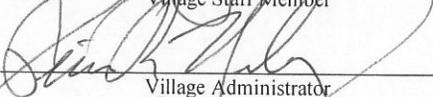
Motion to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from June 18th, New Operator Licenses and Board/Commission appointment, Diane Sommers, Board of Zoning Appeals.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



Village Staff Member



Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

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VILLAGE OF RICHFIELD
VOUCHERS FOR PAYMENT

JULY 2015

BATCH #1					
CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
ACH		6/15/15	Village of Richfield	\$15,658.73	Bi-Weekly Payroll
EFTPS		6/15/15	Federal Income Tax	\$5,754.63	FICA Tax
ACH		6/15/15	Wisconsin Department of Revenue	\$1,111.11	State Withholding Tax
ACH		6/15/15	Wisconsin Deferred Compensation	\$250.00	457 Plan
9345		6/18/15	Office Copying Equipment	\$250.89	Maintenance Contract and Supplies
9346		6/18/15	Park Rental Refund	\$50.00	Shelter Deposit
9347		6/18/15	WE Energies	\$15.17	WE Energies Electric Bill
9348		6/18/15	US Cellular	\$449.03	June Cell Phone Bill
9349		6/18/15	Kunkel Engineering Group	\$4,584.72	Reflections Village Pavement Repairs
9350-9387			June Payables		
9388		6/19/15	Northshore Bank Leasing LLC	\$718.04	July Invoice for use
9389		6/19/15	1148 Boulder Court	\$2,000.00	Road Bond Refund
9390		6/19/15	1550 Cambridge Court	\$2,000.00	Road Bond Refund
9391		6/19/15	WE Energies	\$630.46	Electric
ACH		6/25/15	Wisconsin Retirement	\$5,883.78	May 2015 Retirement
ACH		6/25/15	United Health Care	\$10,636.63	July Health Care Payment
9392		6/25/15	Delta Dental	\$206.80	July Dental Insurance
9393		6/25/15	Park Rental Refund	\$50.00	Shelter Deposit
9394		6/25/15	Compass Minerals America	\$21,778.40	Final Salt Invoice
9395		6/25/15	WE Energies	\$857.34	Group Electric Bill
ACH		6/30/15	Village of Richfield	\$15,398.29	Bi-Weekly Payroll
EFTPS		6/30/15	Federal Income Tax	\$5,655.07	FICA Tax
ACH		6/30/15	Wisconsin Deferred Compensation	\$250.00	457 Plan
			TOTAL BATCH #1	\$94,189.09	Checks Written End of June 2015

BATCH #2					
CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
ACH		7/2/15	Village of Richfield Payroll	\$2,046.14	Monthly Payroll
EFTPS		7/2/15	Federal Income Tax	\$555.57	FICA Tax
ACH & 9396-9404		7/2/15	Village of Richfield Payroll	\$1,385.17	Quarterly Payroll
EFTPS		7/2/15	Federal Income Tax	\$229.66	FICA Tax
9405		7/2/15	Menards	\$115.64	DPW & Park Supplies and Expenses
9406		7/2/15	WE Energies	\$2,196.73	Street Lighting
9407		7/2/15	Charter Communications	\$158.01	July Invoice
9408		7/2/15	Waste Management of Milwaukee	\$730.86	July 2015 Waste Disposal
9409		7/2/15	AT&T	\$187.23	July Invoice for Phone Services
9410		7/8/15	Northern Safety & Industrial	\$137.86	Hand Soap Cartridges
9411		7/8/15	Associated Appraisal Consultants	\$3,958.33	Professional Service Contract
9412		7/8/15	Bonnie Quaegber	\$1,068.00	May and June Cleaning Contract
9413		7/8/15	Cintas Corporation	\$732.75	Cintas June Invoice
9414		7/8/15	Piggly Wiggly	\$22.63	Office Cleaning Supplies
9415		7/8/15	Lakeside International Truck	\$217.93	Rear Wheel Hub Assembly
9416		7/8/15	Menards	\$78.22	Cleaning Supplies for Parks
9417		7/8/15	Neu's Building Center, Inc.	\$316.68	DPW Parts and Supplies
9418		7/8/15	Pomps Tire Service Inc.	\$252.00	Parts for Toro Mower
9419		7/8/15	Port A John	\$126.00	Metros and Liquid Waste Disposal
9420		7/8/15	Quill Corporation	\$260.72	Office Supplies
9421		7/8/15	Reinders, Inc.	\$10.98	Cap-Reservoir
9422		7/8/15	Road Equipment Parts Center	\$99.58	Mud Flaps for Plow Truck
9423		7/8/15	Total Lawn Care	\$850.00	Fertilizer Application to Soccer Fields
9424		7/8/15	Universal Recycling Tech	\$280.29	Television Set Recycling
9425		7/8/15	Washington County Humane Society	\$1,363.50	Final Payment for 2015 Contract
9426		7/8/15	Equal Rights Division	\$142.50	June 2015 Work Permits
9427		7/8/15	First Federated Savings Bank	\$260.76	H S A Additional Contribution

VILLAGE OF RICHFIELD
VOUCHERS FOR PAYMENT
JULY 2015

9428		7/8/15	1591 Patriot Court	\$2,000.00	Road Bond Refund
9429		7/9/15	Village of Bayside	\$10.00	WCMA Regional Meeting
9430		7/9/15	Mid-State Equipment	\$67.40	Rhino Mower Roller Bearings
9431		7/9/15	Montage Enterprises Inc.	\$587.84	Tiger Mower Parts
9432		7/9/15	Falls Auto Parts & Supplies Inc.	\$705.60	Summary Purchases as of June 26th
9433		7/9/15	Batteries Plus	\$399.90	Vermeer Brush Chipper Battery
9434		7/9/15	Kunkel Engineering Group	\$7,164.70	Hwy Improvement Program
9435		7/9/15	Capital One Bank	\$1,370.24	DPW, Park and Office Supplies
			TOTAL BATCH #2	\$30,089.42	Checks Written Beginning of July 2015

**BATCH #3

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
	10532		Arenz, Molter, Macy & Riffle	\$23,651.70	June 2015 Invoice
	5717		Assessment Technologies LLC	\$240.00	Programmer Support
	56314-IN		Bearings Incorporated	\$46.22	Toro Mower Deck Wheel Bearings
			Complete Office of Wisconsin	\$583.78	Name Plate and Toner
			Douglas Cherkauer	\$3,402.74	Quarter 2 Invoice
			Flail Master	\$624.88	Tiger Mower Parts
			GAI Consultants	\$5,648.20	Engineering Services
	V0080618		Hallman Lindsay Paints	\$74.74	Stripe Kote Athletic Ready Mix
	39008		Houseman & Feind, LLP	\$433.35	2015 June Municipal Matters
			Hopson Oil	\$3,328.89	June 2015 Fuel Invoice
			Ontech Systems Inc.	\$1,292.05	June Computer Maintenance
			TOTAL BATCH #3	\$39,326.55	Checks Still Needing Approval***

**BATCH #4

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
			Payne and Dolan Inc.	\$739.89	Crushed Rap and Grading for Basswood Lane
	204378-01		Payne and Dolan Inc.	\$248,060.24	2015 Highway Improvement Plan
			Port-A-John	\$272.00	Waste Disposal Services
			Richfield Volunteer Fire Company	\$38,635.32	July Fire Company Services
	8841		Schmitt Sanitation	\$270.00	Pump Holding Tank
	SC03256		Sherwin Industries Inc.	\$2,658.12	Patches in Apron of Salt Shed
	36515		Stark Pavement Corp.	\$43.00	Tack/Emulsion Pail
	97243		Superior Chemical Corp.	\$101.68	A Dozen Urinal Screens
	8321		Washington County Sheriff	\$23,396.48	Sheriff Services Through 6/30
			Wissota Sand and Gravel Co.	\$547.10	Recycled Asphalt - WI Pit
	749904		E.H. Wolf & Sons, Inc.	\$422.95	Wolf Motor Oil
			Wolf Brother Inc.	\$160.00	Fuel/Petroleum Products
			TOTAL BATCH #4	\$315,306.78	Checks Still Needing Approval***
			TOTAL	\$478,911.84	

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VILLAGE OF RICHFIELD
Treasurer's Report for June 30, 2015

BANK ACCOUNT BALANCES

	Interest Rate	Beginning Balance May 31, 2015	Interest Earned	Ending Balance June 30, 2015
Landmark Checking Account	0.25%	\$ 1,264,711.61	\$ 235.50	\$ 1,042,224.97
LGIP General Fund	0.14%	\$ 737,049.66	\$ 83.50	\$ 737,133.16
LGIP Fire Impact Fees	0.14%	\$ 207,616.48	\$ 24.09	\$ 213,208.57
LGIP Park Impact Fees	0.14%	\$ 83,146.69	\$ 9.63	\$ 85,226.32
LGIP Tax Account	0.14%	\$ 460.94	\$ 0.05	\$ 460.99
FNB Entrepreneur Plus Account	0.05%	\$ 2,711.51	\$ 0.12	\$ 2,711.63
FNB Platinum MMD Account	0.15%	\$ 257,424.04	\$ 33.85	\$ 257,457.89
Bank Mutual MM Account	0.33%	\$ 251,023.32	\$ 83.28	\$ 251,106.60

CERTIFICATES OF DEPOSIT

	Purchase Date	Expiration Date	Interest Rates	Amount
First National Bank	October 31, 2014	October 31, 2015	0.35%	\$ 250,878.55
Bank Mutual	March 3, 2015	October 3, 2016	1.05%	\$ 252,246.62

** All CD's are fully FDIC insured**

LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

	Purchase Date	Expiration Date	Amount
Reflections Richfield Investments LLC	March 11, 2014	March 16, 2016	\$ 712,650.00
Reflections Richfield Investments LLC	March 11, 2014	March 16, 2016	\$ 150,000.00
NMMR Investments, No. 1 LLC	July 24, 2014	October 24, 2015	\$ 70,000.00
D&S Weyer No. II, LLC	June 23, 2015	August 31, 2016	\$ 299,000.00

PERMIT PERFORMANCE BOND

	Held Since	Expiration Date	Amount
T-Mobile Central LLC Wireless Communication Tower	March 11, 2014	N/A	\$ 25,000.00

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Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes June 18, 2015
7:30 pm

1. Call to Order/ Roll Call

The meeting was called to order by Village President John Jeffords at 7:32 pm. A quorum of the Village Board was present. Present: Village President John Jeffords; Village Board of Trustees; Rock Brandner, Bill Collins, Dan Neu, and Sandy Voss.

Also present: Village Administrator Jim Healy, Administrative Services Coordinator KateLynn Schmitt, and Village Attorney John Macy.

2. Verification of Compliance With Open Meeting Law

Village Administrator Healy verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the *West Bend Daily News*, *Germantown Express News*, *Hartford Times Press*, and the *Milwaukee Journal Sentinel*.

3. Pledge of Allegiance

4. REPORTS/UPDATES

a. State of the County – County Administrator Schoemann

County Administrator Schoemann gave an update on the “State of the County”.

b. Proposed landfill at 609 Scenic Road – Village Administrator

Village Administrator Jim Healy read aloud the Village of Richfield’s prepared press release statement regarding the Scenic Pit LLC and their current status.

5. PUBLIC HEARING

a. Public Hearing: Weight and Measures

Motion by Trustee Voss to open the public hearing; Seconded by Trustee Collins; Motion carried without objection.

Motion by Trustee Brandner to close the public hearing; Seconded by Trustee Collins; Motion carried 4-1 Trustee Neu was opposed.

b. Discussion/Action regarding approval of Weights and Measures

Motion by Trustee Brandner to approve the assessed weights and measures fees and direct staff to administer the licensing process per Chapter 363 of the Village Code; seconded by Trustee Collins; Motion carried without objection.

6. PUBLIC COMMENTS

Pat Wayczawski, 387 Pheasant Run, Colgate, WI, spoke in opposition to 609 Scenic Road and the volume of trucking.

Susan Pokorny, 3929 Windemere Drive, Colgate, WI, stated that she has concerns about the health of her children and others at Amy Belle School from trucking for Scenic Pit

Marie Graziano, 1787 Windemere Drive, Colgate, WI, stated that she is opposed to the proposed operations at 609 Scenic Road.

Danah Zoulek, Scenic Pit LLC, 623 Amy Belle Road, Colgate, WI, met with DNR and they have no concerns with planned operations.

**Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes June 18, 2015
7:30 pm**

Jeff Gonyo, Highway J Citizens Group, 2668 STH 164, Slinger, WI, spoke in regard to the conduct of the Village Board.

Steve Mahler, 429 Pheasant Run Road, Colgate, WI, stated that he is opposed to the planned operation at 609 Scenic Road.

Vern Knepel, 417 Scenic Road, Colgate, WI, President of the Milwaukee Autobon Society and Director of Environmental Education. Stated that he opposes operations by Scenic Pit LLC at 609 Scenic due to environmental health concerns.

Scott Claw, 3855 Wooded Ridge Trail, Colgate, WI, spoke in opposition of the proposed operation by Scenic Pit LLC at 609 Scenic Road. Mr. Claw is also concerned with effects from volume of potential trucking from site.

Paul Kelly, 3843 Oak Ridge Court, Colgate, WI, thanked the board for what they have done already with regards to 609 Scenic Road.

Paul Craig, 501 Scenic Road, Colgate, WI, stated that he liked how the area is nice and quiet and operations at 609 Scenic Road would change that. Mr. Craig also thanked the Village Board for what they have done in regards to the issue.

Doug Felton, 535 Scenic Road, Colgate, WI, state that he opposes the proposed operations at 609 Scenic Road and is concerned about safety.

Rodger Kuehn, 546 Jordan Circle, Colgate, WI, spoke in opposition to 609 Scenic Road.

Wade Handeland, 500 Scenic Road, Colgate, WI, stated that he is opposed to the pit and is concerned about the affects trucking will have on roads and health of residents.

Landy Hansen, 3837 Oak Ridge Ct, Colgate, WI, spoke that he is concerned about ground water quality because his well is only feet from the pit.

Brian Farrow, 639 Jordan Circle, Colgate, WI, stated that he is concerned about cyclist traffic on Willow Creek Road and trucks. Mr. Farrow is also concerned about water quality.

Lynette Rake, 3794 Elmwood Road, Colgate, WI, stated that she is concerned about the roads and the damage the trucks would do to the roads traveling to and from 609 Scenic Road.

Marilyn Craig, 501 Scenic Road, Colgate, WI, spoke in opposition of 609 Scenic Road.

7. CONSENT AGENDA

- a. Vouchers for Payment**
- b. Treasurer's Report**
- c. Meeting Minutes:**
 - i. May 21, 2015 – Regular Meeting**
 - ii. May 28, 2015 – Regular Meeting**
- d. New Operator Licenses**
- e. Resolutions R2015-06-01, R2015-06-02, resolutions of commendation for service to the Village for Don Weiland and Virgil Dawson**

Motion by Trustee Neu to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from May 21st and May 28th, New Operator Licenses and Resolutions R2015-06-01 and R2015-06-02, Resolution of Commendation for Don Weiland and Virgil Dawson; Seconded by Trustee Voss; Motion carried without objection.

8. DISCUSSION/ACTION ITEMS

a. Discussion/Action regarding the advertisement for a full-time Public Works Laborer

Motion to direct Staff to proceed with the hiring process for a Public Works Laborer/Operator position at a rate of no more than \$20.91/hr.

b. Discussion/Action regarding Beer, Liquor, Cigarette, Coin Machine, Target and/or Trap, Unenclosed Premise Permit and Related License Renewals

Motion to approve the 2015-2016 beer, wine, liquor, cigarette, coin machine, target and trapshooting licenses, and unenclosed premise permits per the attached lists.

c. Discussion/Action regarding the granting of various Picnic Licenses throughout the community

Trustee Neu recused himself

Motion by Trustee Brandner to approve the petitioned Class "B" picnic licenses for the Richfield Volunteer Fire Company, Richfield Days Parade Committee, Richfield Historical Society and Friess Lake Advancement Association as outlined in their respective applications; Seconded by Trustee Voss; Motion carried without objection.

d. Discussion/Action regarding Operator License Renewals

Motion by Trustee Voss to approve the 2015-2016 operator licenses renewals per the attached list; Seconded by Trustee Collins; Motion carried without objection.

e. Discussion/Action regarding scheduling of July Village Board meeting

It was discussed that the Village Board meeting in July would be on July 24th, 2015.

9. PUBLIC COMMENTS (...Continued)

No one spoke.

10. CLOSED SESSION

a. Discussion /Action to enter into closed session under Wis. Stats. 19.85(1)(g) update from legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which it is or is likely to become involved.- *Reflections Richfield Investments, LLC*

President Jeffords read 10a. aloud.

Motion by Trustee Neu to enter into closed session under Wis. Stats. 19.85(1)(g) update from legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which it is or is likely to become involved.- Specifically regarding *Reflections Richfield Investments, LLC*; Seconded by Trustee Voss; Motion carried without objection.

11. RECONVENE IN OPEN SESSION

a. Discussion/Action regarding matters address in Closed Session as outlined above

Motion by Trustee Voss to reconvene in open session; Seconded by Trustee Collins; Motion carried unanimously by roll call vote.

12. ADJOURNMENT

Motion by Trustee Neu to adjourn the meeting at 9:55 pm; Seconded by Trustee Brandner; Motion carried unanimously.

**Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes June 18, 2015
7:30 pm**

Respectfully Submitted,

Jim Healy
Village Administrator

DRAFT

6 d

July 23, 2015

Meeting

New Operator Licenses

Name	Place of Employment	Course or valid license	Recommendation
Carley Arand	Uncle Johnny's	Valid License	Approved
Zina Baker	Alpine Retreat	Valid License	Approved
Jerald Bouwens	Johnny Manhattans	Valid License	Approved
Owen Dwyer	Bilda's Friess Lake Pub	Course	Approved
Sara Faust	Kettle Hills Golf Course	Valid License	Approved
Amy Flasch	Kettle Hills Golf Course	Course	Approved
Tiffany Gaedke	Sloppy Joes Saloon & Spoon	Valid License	Approved
Barbara Graves	Kettle Hills Golf Course	Valid License	Approved
Emma Guthrie	Kettle Hills Golf Course	Course	Approved
Amanda Hoener	Uncle Johnny's	Valid License	Approved
Sara Kolpack	Kettle Hills Golf Course	Valid License	Approved
McKenna Kopesky	Kettle Hills Golf Course/Logger's Park	Course	Approved
Kelly Kuchta	Daniel Boone Conservation League	Course	Approved
Shannon McGuire	EJ's	Valid License	Approved
Ericka Shulfer	Pioneer Bowl	Valid License	Approved
Erica Warnke	Uncle Johnny's	Valid License	Approved
Leann Wilson	Kettle hills Golf Course	Course	Approved

7a



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7a

MEETING DATE: July 23, 2015

SUBJECT: Recommendation of the Richfield Volunteer Fire Company to hire MSI – CM Services
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE BOARD OF TRUSTEES WISH TO APPROVE THE RECOMMENDATION OF THE RICHFIELD VOLUNTEER FIRE COMPANY TO HIRE MSI GENERAL FOR CONSTRUCTION MANAGEMENT (CM) SERVICES?

ISSUE SUMMARY:

Please see the attached letter of recommendation from Fire Chief Terry Kohl, the contractual review by Attorney John Macy, and information regarding MSI General.

FISCAL IMPACT:

REVIEWED BY: _____

Village Deputy Treasurer

Initial Project Costs: Variable
Future Ongoing Costs: Variable
Physical Impact (on people/space): Development of Fire Station at Heritage Park
Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. Contract from MSI General
2. MSI General Company profile
3. 5/15/15 letter from RVFC Chief Kohl

STAFF RECOMMENDATION:

Motion to direct the Village Administrator to execute a contract with MSI General subject to the final authorization by the Village Attorney.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Village Staff Member

Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

LAW OFFICES OF
**ARENZ, MOLTER,
MACY, RIFFLE & LARSON, S.C.**
720 N. EAST AVENUE
P.O. BOX 1348
WAUKESHA, WISCONSIN 53187-1348
Telephone (262)548-1340
Facsimile (262)548-9211
Email: jmacy@ammr.net

DALE W. ARENZ, RETIRED
DONALD S. MOLTER, JR.
JOHN P. MACY,
COURT COMMISSIONER
H. STANLEY RIFFLE,
COURT COMMISSIONER
ERIC J. LARSON

RICK D. TRINDL
JULIE A. AQUAVIA
PAUL E. ALEXY
R. VALJON ANDERSON

July 6, 2015

Jim Healy
Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

**Re: Village of Richfield
Richfield Fire Department
Architect Agreement, Second Draft
Memorandum of Understanding, Second Draft
Construction Manager Agreement, First Draft**

Dear Mr. Healy:

I received the above-noted documents from MSI, and had an opportunity to discuss this with a representative of MSI on June 29, 2015. Based upon my review and my discussions, I now have had an opportunity to carefully consider this matter.

I am not able to approve the form of the same at this time. I note the following comments, questions, concerns and recommendations in this regard:

1. Letter of Understanding. I note the following in this regard:

a. On page 2, within the heading "MSI General Responsibilities," the following bullet point should be added:

- Ensure the entire project is protected by performance and payment bonds as required by Wisconsin Statutes Section 779.14.

b. The payment terms, as I read them, say that you will be paying 5 percent of the costs of the work for architectural services, and 8 percent of the costs of the work for construction management, for a total of 13 percent. In addition, you will pay actual costs plus 8 percent for any reimbursable expenses, which are described in the

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Jim Healy, Village Administrator
July 7, 2015
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Letter of Understanding and in the other documents. Please be sure that this is your understanding before you proceed.

One further clarification may be needed, regardless of whether the foregoing is in accordance with your intent. Section 6.1 of AIA Document C132, which is referenced at the top of page 3 of the MOU, says that the cost of the work includes reimbursable expenses. Literally, this appears to say that you pay 8 percent plus 5 percent for those reimbursable items; essentially making this a 13 percent markup. I suspect that this is inadvertent drafting, and the intent is to only mark up the reimbursables by 8 percent, and if so the following phrase should be added at the top of page 3 of the MOU:

A fee of 5% on the Cost of the Work (as defined in AIA Document C132, Article 6.1, but excluding planned development reimbursables that are described below) for MSI General's...

2. Architect Agreement (AIA Document B102-2007). I note the following in this regard:
 - a. On page 5, in Section 4.3 I continue to recommend that this section be revised to allow access to courts. This still would preserve the ability to proceed to arbitration if the parties mutually agree. Whether you agree with the language currently shown in Section 4.3 as drafted by the contractor, or you revise this section per my recommendations, as a policy issue that you can consider and determine in accordance with your intent.
 - b. In Section 5.7, as noted previously, the phrase "plus an amount for the Architect's anticipated profit on the value of the services not performed" should be deleted. The Contractor said they would make this deletion, but apparently inadvertently did not do so.
 - c. In my letter of June 5, 2015, I noted that there is no description of when the work must commence and there is no description of when the work must be complete. The Contractor's comment to me was that they agreed, and that language would be added to the letter to address this issue. I still do not see any indication of this timeline, except that the first Village responsibility in the MOU is to "define a project time table expectation." This is not adequately definite, in my opinion, and I continue to recommend that enforceable time deadlines be established within the agreement.

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- d. The Contractor has added our standard public records terms, but has proposed a number of changes. I am prepared to accept the Contractor's proposed changes, provided you accept the changes as a policy matter, subject to the following. I recommend against the last change that they have proposed. That last sentence reads as follows:

ARCHITECT's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that OWNER may provide all requested documents, programs, data, and other records to the requestor, **upon failure by ARCHITECT to defend, indemnify or hold harmless the OWNER as required herein,** and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

The Contractor has proposed deleting the words that I have shown in bold text, and I recommend against doing so because it defeats the purpose of this document to some extent. The purpose of this public records document is to ensure that the Village is not held responsible for the Contractor's refusal to abide by State public records laws. If the Contractor would take a position concerning public records that leads to claims being made against the Village, the Contractor needs to accept the consequences of their decision by defending the Village against the potential liability.

3. Construction Manager Agreement (AIA Document C132-2009). I note the following:
- a. Significantly more terms and conditions need to be agreed upon and inserted in this agreement before this will be in a final form. At present, numerous sections are labeled as "TBD," which is unnecessarily vague and unenforceable. For example, virtually all of the subsections in Article 1 are shown as "TBD." Section 4.3.3, 11.2, 11.3, 11.5, and 13.2 are also shown as "TBD." I cannot approve the form of the agreement until these terms are defined and inserted in accordance with your intent.
 - b. Section 1.1.8 states that your representative for purposes of this contract is Terry Kohl and Dan Neu of the Richfield Volunteer Fire Company, Inc. I recommend against naming the Fire Company as your representative for this contract, and suggest instead that you should serve as the owner's representative, and this section should be revised accordingly.

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- c. Please carefully review the owner's responsibilities described in Article 5 to ensure that you are prepared to perform all of the owner's responsibilities described therein. If you have any questions in that regard or any concerns about performing those obligations, please advise and we can consider this matter further.
- d. Section 13.2 should be revised to delete the references that are currently shown in the subsections, and add references to the Addendum related to public bidding, and also the following:

[This agreement includes Exhibit A, entitled "Public Records Responsibility Contract Terms," which is attached hereto.](#)

With that change, the public records terms that will be incorporated into the Architect Agreement should also be incorporated into this Construction Manager Agreement.

- e. The Public Bidding Addendum should be revised in several respects:
 - i. In the first paragraph, subsection (1) the words "or negotiated proposals" should be deleted.
 - ii. In the first paragraph, in subsection (3) the words "or proposal" should be deleted.
 - iii. In the bullet points related to the second section of the Addendum, the following bullet point should be added:
 - [Bidding each component of the work pursuant to the Wisconsin public bidding laws, including Section 61.54, 62.15 and 66.0901, Wisconsin Statutes.](#)
4. I have not copied Mr. Kneprath with these comments at this time. You may decide to forward these comments to him directly, as you deem appropriate, or I would be happy to forward them to him on request.

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If you should have any questions or concerns in this regard, please do not hesitate to contact me.

Yours very truly,
ARENZ, MOLTER, MACY,
RIFFLE & LARSON, S.C.

John P. Macy

John P. Macy

JPM/bes

cc: Laura Johnson, Deputy Clerk
L:\MyFiles\Richfield\Fire Company\jh.ltr.07-06-15



Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 14th day of July in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

and the Construction Manager:
(Name, legal status, address and other information)

MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

for the following Project:
(Name, location and detailed description)

An approximate 20,000sf fire station to be located on Hubertus Road in Hubertus, WI

The Architect:
(Name, legal status, address and other information)

MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

See Letter of Understanding dated June 25, 2015

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

20,000 sq.ft. Fire Station

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Property adjacent to the Village Hall located at 4128 Hubertus Road

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Three Million Dollars (\$3,000,000.00)

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Winter 2015

.2 Commencement of construction:

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Spring 2016

.3 Substantial Completion date or milestone dates:

Fall 2016

.4 Other:

TBD

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Competitive Bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

TBD

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

TBD

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Mr. Terry Kohl, Chief
Mr., Dan Neu, President
Richfield Volunteer Fire Company, Inc.
2008 Highway 175
Richfield, WI 53076

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

Jim Healy, Village Administrator
Planning & Zoning Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

TBD

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.2 Geotechnical Engineer:

TBD

.3 Civil Engineer:

TBD

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

TBD

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Tim Knepprath, Senior Sales/Project Director
MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

TBD

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

(List name, legal status, address and other information.)

Rob Sterr, Senior Estimator
MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

.2 Other consultants:

TBD

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

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TBD

§ 1.1.15 Other Initial Information on which the Agreement is based:

TBD

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Hundred Thousand/One Hundred Thousand/Five Hundred Thousand Dollars (\$ 100,000/\$100,000/\$500,000).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

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ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services

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for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

3.2.18 The Construction Manager shall follow the public bidding process as per the attached Addendum.

(Paragraph deleted)

§ 3.2.18.1 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The

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Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth in prime contractors subcontract agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

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§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

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§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require;

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§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

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§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	Owner	
§ 4.1.2 Architectural interior design (B252 TM -2007)	Owner	
§ 4.1.3 Tenant-related services	Not Provided	
§ 4.1.4 Commissioning (B211 TM -2007)	Not Provided	
§ 4.1.5 LEED® certification (B214 TM -2007)	Nor Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253 TM -2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or

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.8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1** Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2** To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3** Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction

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Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all

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consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- [X] Arbitration pursuant to Section 8.3 of this Agreement
- [] Litigation in a court of competent jurisdiction
- [] Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus

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an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such

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information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

4% (4% Preconstruction, 4% Construction; 8% Total)

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

4% (4% Preconstruction, 4% Construction; 8% Total)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

TBD

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus eight percent

(8 %), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

\$100.00/Hr.

Employee or Category

TBD

Rate (\$0.00)

TBD

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;

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- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus eight percent (8 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

3/4 % three quarters of a percent

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
N/A
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

N/A
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

N/A

init.

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This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

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Richfield Volunteer Fire Department



SINGLE
SOURCE
RESPONSIBILITY

Presented by:

MSI General Corporation

Architects/Contractors/Engineers/Managers

Craig Coursin

President

MSI General Corporation

Architects / Contractors / Engineers / Managers

(o) 262.367.3661

(c) 262.254.5436

Tim Kneprath

Project Director

MSI General Corporation

Architects / Contractors / Engineers / Managers

(o) 262.367.3661

(c) 414-550-9400

Bert Zenker

Architect

MSI General Corporation

Architects / Contractors / Engineers / Managers

(o) 262.367.3661

(c) 414-333-6761



**SINGLE
SOURCE
RESPONSIBILITY**

RESUME – CRAIG COURSIN, AIA - PRESIDENT



-Responsibilities

- Responsible for the overall management and operations of MSI General; construction volume average of \$35,000,000/year

-Education

- Bachelor of Science, Architectural, University of Wisconsin Milwaukee
- Air Force Officer Training School
- Air Force Institute of Technology

-Affiliations

- MMAC COSBE Board member
- Member, The Curative Care Network Foundation
- Member, Waukesha Manufacturing Alliance
- Member, TEC-5
- Member, MMAC CEO's of Growing Business
- Member, IBA Independent Business Association

-Project Experience

- Merton Town Hall Library - Merton, WI
- Dousman Fire Dept. - Dousman, WI
- Slinger Fire Dept. - Slinger, WI
- Truax Field Fire Dept. - Madison, WI
- Brown Deer Fire Dept. - Brown Deer, WI
- Anderson AFB Guam Fire Dept. - Guam
- 128th ANG Fire Station - Milwaukee, WI
- Waukesha County DPW – Waukesha - WI
- Waukesha Police Station - Waukesha, WI
- Boy Scouts of America – Milwaukee, WI



SINGLE
SOURCE
RESPONSIBILITY

RESUME – TIMOTHY T. KNEPPRATH, PROJECT DIRECTOR



-Responsibilities

- Tim is responsible for managing the smooth operation of building construction projects from design through occupancy. He is responsible for business development and project management of the architectural design, bidding, approvals, and construction of projects generated and sold. Once contracts have been executed he manages the projects pre-construction, municipal approvals and construction throughout the duration of the project.

-Education

- Bachelor of Science – Construction Administration
University of Wisconsin, Madison, WI

-Affiliations

- Member, Certified Commercial Investment (CCIM)
- Executive Officer, Oconomowoc Chamber of Commerce
- Vice President of St. Jerome's Athletic Association

-Project Experience

- Slinger Fire Department
Slinger, WI
- Hartford Fire Department
Hartford, WI
- Stone Bank Fire Department
Stone Bank, WI
- Town of Troy Fire Department
Town of Troy, WI
- Merton Primary School
Merton, WI
- Merton Intermediate School
Merton, WI
- Delevan Fire Department
Town of Delevan, WI



SINGLE
SOURCE
RESPONSIBILITY

RESUME – BERT J. ZENKER – ARCHITECT, AIA



-Responsibilities

- Work with Owner on refinement of program and developing plan to fit needs.
- Responsible for preliminary design of the project – developing into final construction drawings for the project.
- Performing code reviews of IBC 2009 & ADA.
- Periodic job site visits to insure design intent is constructed.

-Education

- Bachelor of Architecture, 1992, University of Wisconsin- Milwaukee School of Architecture & Urban Planning

-Affiliations

- Registered Architect, State of Wisconsin
- AIA Wisconsin

-Project Experience

- LaGrange Fire Dept.
 - LaGrange, WI
- Steel Warehouse
 - Oak Creek, WI
- Ampco
 - Glendale, WI
- Charter Wire
 - Milwaukee, WI
- Heraeus,
 - Hartland, WI



SINGLE
SOURCE
RESPONSIBILITY

DESIGN BUILD EXPERIENCE



SINGLE SOURCE RESPONSIBILITY

The following projects are a sampling of Fire Departments designed and constructed by MSI General Corporation.

Slinger Fire Department

8,474 sq.ft. Addition \$1,529,705

City of Hartford Fire Department

4,574 sq.ft. Addition \$789,250

Stone Bank Fire Department

19,190 sq.ft. New Building \$1,313,860



SINGLE
SOURCE
RESPONSIBILITY

STONE BANK FIRE DEPARTMENT



PROJECT DESCRIPTION

Name: Stone Bank Fire Department
Location: Stone Bank, Wisconsin
Project Contact: Pat Agnew, President
Building Size: 19,200 s.f. Fire Station
Building Type: Municipal
Year Completed: 2005



SINGLE
SOURCE
RESPONSIBILITY

HARTFORD FIRE DEPARTMENT



PROJECT DESCRIPTION

Name: Hartford Fire Department

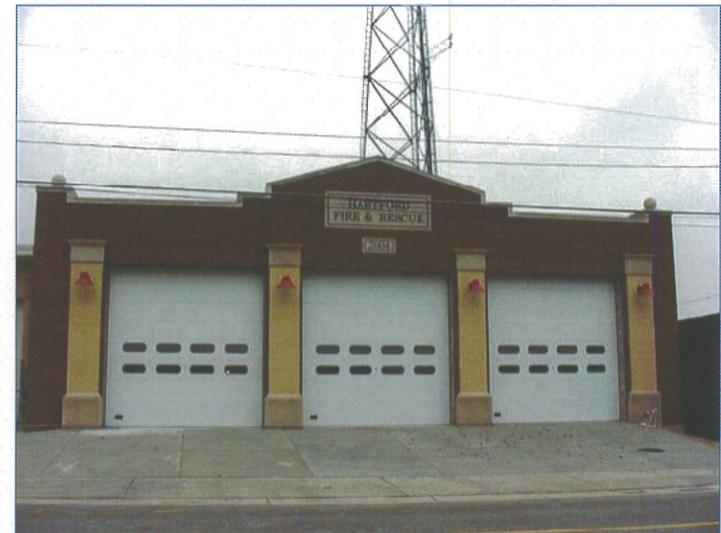
Location: Hartford, Wisconsin

Project Contact: Paul Stephens, Chief

Building Size: 4,500 s.f. addition, new cap for hose tower and monument sign.

Building Type: Municipal

Year Completed: 2004



SINGLE
SOURCE
RESPONSIBILITY

SLINGER FIRE DEPARTMENT



PROJECT DESCRIPTION

Name: Slinger Fire Department

Location: Slinger, Wisconsin

Project Contact: Ken Reiser

Building Size: 8,474 s.f. addition, and renovation to the existing facility.

Building Type: Municipal

Year Completed: 2007



**SINGLE
SOURCE
RESPONSIBILITY**

MSI GENERAL CORPORATION MUNICIPAL PROJECTS

The following is a list of past municipal projects which MSI has functioned as both the *designer* and *builder*. It is important to look at all aspects of perspective builders as a Design/Build Firm versus a General Contractor

Year	Project/Location	Description
2010	Dousman Fire Department Dousman, Wisconsin Design & Construction Cost: \$360,000	3,100 sq.ft. buildout; and structural steel storage mezzanine
2008	Merton Town Hall Library Merton, Wisconsin Design & Construction Cost: \$1,900,000	12,000 sq.ft. first and second floor addition to existing building
2008	Slinger Fire Department Slinger, Wisconsin Design & Construction Cost: \$1,529,705	8,474 sq.ft. addition with vehicle bay, training center and offices
2008	West Bend Town Hall West Bend, Wisconsin Design & Construction Cost: \$7,950	Entrance canopy to the front of the existing building
2007	Boy Scouts of America Waukesha, Wisconsin Design & Construction Cost: \$1,068,397	42,000 sq.ft. office buildout of existing building
2007	Department of Corrections - Beerline Crossing Glendale, Wisconsin Design & Construction Cost: \$4,088,616	42,000 sq.ft. office buildout of existing building
2007	Waunakee Utilities Waunakee, Wisconsin Design & Construction Cost: \$1,800,000	Remodel of a 36,000 sq.ft. existing building for the Waunakee Utilities
2004	Hartford Fire Department Hartford, Wisconsin Design & Construction Cost: \$789,250	4,574 sq.ft. addition to the existing fire station
2003	Town of Troy East Troy, Wisconsin Design & Construction Cost: \$840,761	New 7,200 sq.ft. fire department and town hall

MSI GENERAL CORPORATION MUNICIPAL PROJECTS

The following is a list of past municipal projects which MSI has functioned as both the *designer* and *builder*. It is important to look at all aspects of perspective builders as a Design/Build Firm versus a General Contractor

Year	Project/Location	Description
2003	Town of Delavan Fire Department Delavan, Wisconsin Design & Construction Cost: \$91,871	3,600 sq.ft. fire department
2002	Stone Bank Fire Department Stone Bank, Wisconsin Design & Construction Cost: \$1,313,860	19,190 sq.ft. fire station
2001	Hustiford Library Hustiford, Wisconsin Design & Construction Cost: \$660,836	New 6,025 sq.ft. library
1999	Lauderdale/LaGrange Fire Department LaGrange, Wisconsin Design & Construction Cost: \$247,777	3,153 sq.ft. addition to existing fire station
1997	City of West Milwaukee West Milwaukee, Wisconsin Design & Construction Cost: \$65,450	ADA upgrade of toilet rooms, entrances, and safety alarms
1995	Town of Ashippun Ashippun, Wisconsin Design & Construction Cost: \$545,567	New 4,500 sq.ft town hall and fire department
1993	Delavan Lake Sanitary District Delavan, Wisconsin Design & Construction Cost: \$385,478	4,500 sq.ft. district offices
1993	Village of Mukwonago Mukwonago, Wisconsin Design & Construction Cost: \$409,142	United States Post Office 12,000 sq.ft. tenant remodel

RECOMMENDATIONS

We truly believe that we are only as good as our last project. Please read what your neighboring communities have to say about their experience with MSI General.

“Our Fire Department and its Building Committee was not experienced in the whole process of building such a complex structure in conjunction with using part of the existing building. Our committee was made up of people ‘in the trenches’, but we needed the MSI Team to bring the whole project together – on time and on budget. From the first proposal by Tim and Tony to the final punch list corrections by Jeff we were always handled in a professional manner. I, as the chairman, was always extended an understanding ear by every MSI Department, no matter how frequent or simple my inquiries. I am sure you had many people behind the scenes coordinating a project of this complexity. We have received numerous compliments from both our citizens and from outside our Village. Oh, by the way, we met the initial timeline and almost \$100,000 under our budget – and that included almost \$250,000 of loose items that we bought and MSI had no control over. Great job MSI General!”

Ken Reiser, Slinger Fire Department
Building Committee Chairman

“They made us feel that it was our project and that they were very much there to please us. They were serving US. In my experience, the conventional architects act arrogant and MSI General was just the opposite.”

Paul Stephen, Chief
Hartford Fire & Rescue



SINGLE
SOURCE
RESPONSIBILITY



RICHFIELD VOLUNTEER FIRE COMPANY
2008 Highway 175 • Box 207 • Richfield, WI 53076 • Phone: (262) 628-1601
Email: rvfd@richfieldfire.com • www.richfieldfire.com

May 15, 2015

Village of Richfield
Jim Healy
4128 Hubertus Rd.
Hubertus, WI 53033

RE: Architect and Construction Manager Selection

Dear Mr. Healy,

The Richfield Volunteer Fire Company (RVFC) is moving forward with planning for a new headquarters station. To that end, we have interviewed three architectural firms, and four construction management firms over the course of four months. These firms are well-known known in the construction industry, and most have extensive experience designing and constructing fire stations. Most firms are located in southeast Wisconsin, however we also considered firms from outside the area. Our selection process included interviewing senior managers from each firm, learning about each firm's process, and comparing expected costs.

The RVFC Building Committee unanimously favored MSI General from Oconomowoc, Wisconsin for both architectural and construction management services. This decision was based on their track record of completing projects on time and within budget, favorable references from other fire departments, and low cost for both architectural and construction management services. Our perception based on our interviews, is that we will have more influence and flexibility in design with MSI General than with their competitors. We also anticipate an advantage in ultimately utilizing MSI General for construction management services, rather than involving another firm in the project at a later time. The projected cost for architectural services, based on a \$3 million project budget, is \$150,000.

This recommendation was brought before the RVFC Membership at the May 4, 2015 business meeting. The RVFC Membership unanimously approved a motion to recommend MSI General to the Village of Richfield. The Richfield Volunteer Fire Company respectfully requests that you accept our request to hire MSI General to provide architectural services for the new headquarters fire station, per the attached contract which we have reviewed.

Sincerely,

Terry Kohl
Chief
Richfield Volunteer Fire Company

DEVELOPMENT PHASE

Richfield Volunteer Fire Company/Village of Richfield Responsibilities

- Coordinate and schedule all internal approvals to proceed with construction
- Secure financing as required
- Coordinate with MSI General signatures on construction contract documents including plans, guaranteed maximum sum and subcontractor proposals
- Authorize MSI General to proceed with construction documents and Municipal approvals

MSI General Responsibilities

- Prepare construction drawings including: site, landscaping, architectural, structural, mechanical, electrical scope drawings, plumbing scope drawings, fire protection scope drawings, and interior finishes, as required
- Review and coordinate all design and construction drawings for grading, utilities, roadways, landscaping, lighting and signage, as required
- Submit drawings, as required, for review and approval by the Village of Richfield
- Submit construction drawings to the State of Wisconsin for review and approval
- Issue Contracts from Village of Richfield to subcontractors
- Secure approval from the Village of Richfield and acquire State approved plans and obtain local permits as required to begin construction

CONSTRUCTION PHASE

Richfield Volunteer Fire Company/Village of Richfield Responsibilities

- Authorize MSI General to begin construction activities
- Review, authorize and fund monthly subcontractor draws

MSI General Responsibilities

- Provide project management and construction supervision
- Create construction schedule
- Provide architectural and engineering field inspection for design compliance
- Provide shop drawings and submittals
- Interface with Richfield Volunteer Fire Company for coordination of any additional telephone/data/security systems, equipment installation, and fixture installation, as required
- Complete all job close out and punch list work
- Provide architectural and engineering As-Built Drawings and equipment operational manuals
- Conduct six (6) and eleven (11) month walk-through for each completed portion of the project

MSI GENERAL ARCHITECTURAL and STRUCTURAL ENGINEERING FEES

MSI General will perform all of the services outlined in the Pre-Development, Development and Construction Phases for the new facility according to the following fee structure:

Professional Services A fee of 5 % on all job costs for MSI General's professional architectural and structural engineering service

MSI GENERAL CONSTRUCTION MANAGEMENT FEES

MSI General will perform all of the services outlined in the Pre-Development, Development and Construction Phases for the new facility according to the following fee structure:

Professional Services A fee of 8% on all job costs for MSI General's professional construction management service

MSI GENERAL PRE-DEVELOPMENT REIMBURSABLES

MSI General and Richfield Volunteer Fire Company will determine what, if any, additional consultant work will be required for the project and together will review each proposal and select each consultant. MSI General will invoice for the following expenses in the Pre-Development Phase once the consultant work has been completed. Pre-Development reimbursable costs will be marked up 6%. MSI General will only invoice for the pre-approved required reimbursable expenses as listed below throughout the Pre-Development Phase. The typical reimbursable costs are as follows:

- Phase I/Phase II testing and reporting
- Soil borings
- Topographical/ALTA survey
- Traffic impact study
- Trans 233 report
- Civil engineering: Stormwater management and grading plan submittal
- Municipal submittal and plan review fees
- Architectural rendering
- Certified Survey Map
- Appraisal fees
- Mechanical, electrical and plumbing scope drawings

Richfield Volunteer Fire Company
Proposal #10367

We are excited about the opportunity to work with you on a potential building and provide you with true Single Source Responsibility™ from concept to completion. We look forward to your favorable response.

Sincerely,

MSI GENERAL CORPORATION



Timothy T. Knepprath
Sales/Project Director

TTK:kf

ACCEPTANCE:

By: _____ Date: _____



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7a

MEETING DATE: July 23, 2015

SUBJECT: Recommendation of the Richfield Volunteer Fire Company to hire MSI – CM Services
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE BOARD OF TRUSTEES WISH TO APPROVE THE RECOMMENDATION OF THE RICHFIELD VOLUNTEER FIRE COMPANY TO HIRE MSI GENERAL FOR CONSTRUCTION MANAGEMENT (CM) SERVICES?

ISSUE SUMMARY:

Please see the attached letter of recommendation from Fire Chief Terry Kohl, the contractual review by Attorney John Macy, and information regarding MSI General.

FISCAL IMPACT:

REVIEWED BY: _____
Village Deputy Treasurer

Initial Project Costs: Variable
Future Ongoing Costs: Variable
Physical Impact (on people/space): Development of Fire Station at Heritage Park
Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

- 1. Contract from MSI General
- 2. MSI General Company profile
- 3. 5/15/15 letter from RVFC Chief Kohl

STAFF RECOMMENDATION:

Motion to direct the Village Administrator to execute a contract with MSI General subject to the final authorization by the Village Attorney.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Village Staff Member

Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

7b



VILLAGE OF RICHFIELD
 VILLAGE BOARD COMMUNICATION FORM

76.

MEETING DATE: July 23, 2015

SUBJECT: Rezoning (Tax Keys: V10_038400T00A) Rs-3 to Rs-1, Hans Dawson
 DATE SUBMITTED: July 16, 2015
 SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE PROPOSED REZONING?

ISSUE SUMMARY:

Hans Dawson has submitted two petitions to the Village this month, one for the rezoning of his subject property and the other for a proposed certified survey map (CSM) that would create one lot of 9.7715 acre parcel on Sleepy Hollow Drive. The subject property is generally located off of Scenic Road between Hubertus Road and STH 167. The existing lots currently are 8.17 (Tax Key: V10_038400X) and 1.84 (Tax Key: V10_038400T00A), respectively. The parcels are both parts of former CSM, likely created at the time the "subdivision" was created. Although the aerial view does not depict it, the larger, "parent parcel" of the CSM has a newly constructed (2014) single family residential home on it. The proposed parcel to be incorporated into the one-lot CSM is also currently vacant and is under common ownership of the petitioner.

The rezoning application was submitted to the Plan Commission on July 9, 2015. The petitioner is requesting to modify the zoning from Rs-3, Single Family Residential District to Rs-1, Country Estates District. At the conclusion of the Public Hearing, a favorable recommendation was made to the Village Board:

Motion by Trustee Collins to recommend to the Village Board the adoption of Ordinance O2015-07-01, an Ordinance to rezone Tax Key: V10_038400T00A from Rs-3, Single Family Residential District to Rs-1, Country Estates District; Seconded by Commissioner Melzer; Motion passed without objection.

It is important for the Board to note that this agenda item and the proposed CSM agenda item which you will later consider are not mutually exclusive. The CSM and rezoning are inextricably tied together and although they require separate motions, they ought to be considered for concurrent action if the Board believes the petition should be approved.

FISCAL IMPACT:

REVIEWED BY: _____

Village Deputy Treasurer

Initial Project Costs: NA
 Future Ongoing Costs: NA
 Physical Impact (on people/space): N/A
 Residual or Support/Overhead/Fringe Costs: NA

ATTACHMENTS:

1. Class II Public Hearing Notice
2. Ordinance 2015-07-01, an Ordinance to rezone Tax Key: V10_038400T00A from Rs-3 to Rs-1
3. Washington County GIS overview of subject property

STAFF RECOMMENDATION:

Motion to recommend to the Village Board the adoption of Ordinance O2015-07-01, an Ordinance to rezone Tax Key: V10_038400T00A from Rs-3, Single Family Residential District to Rs-1, County Estates District.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
 BOARD ACTION TAKEN



VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

76

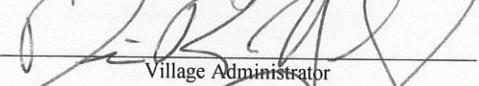
MEETING DATE: July 23, 2015

SUBJECT: Rezoning (Tax Keys: V10_038400T00A) Rs-3 to Rs-1, Hans Dawson

DATE SUBMITTED: July 16, 2015

SUBMITTED BY: Jim Healy, Village Administrator


Village Staff Member


Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

(Class II Public Notice)
NOTICE OF PUBLIC HEARING
VILLAGE OF RICHFIELD
Thursday, July 9, 2015

PLEASE TAKE NOTICE:

Notice is hereby given pursuant to Section 19.84, Wis. Stats., and provisions of the Village of Richfield Code of Ordinances, that the Village of Richfield Plan Commission will conduct a public hearing on Thursday, July 9, 2015 at 7:30 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI 53033, to consider multiple petitions to the Village to rezone Tax Key: V10-038400T00A from Rs-3, Single Family Residential District to Rs-1, Country Estates District and to rezone a portion of Tax Key: V10-119600A from B-3 General Business District to Rs-3, Single Family Residential District.

For information regarding this public hearing, please contact Jim Healy, Village Administrator at (262)-628-2260. A map showing the location of the subject property is available from the Village Clerk during normal business hours.

All interested parties will be heard. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's Office at (262)-628-2260 with as much advance notice as possible.

Dated this June 15, 2015

Publication Dates:

June 25, 2015

July 2, 2015

Jim Healy
Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033
(262)-628-2260

**AN ORDINANCE TO REZONE CERTAIN PARCELS OF LAND IN THE VILLAGE OF
RICHFIELD AND TO AMEND THE ZONING MAP OF THE VILLAGE OF RICHFIELD
PURSUANT TO SECTION 70.163 OF THE MUNICIPAL CODE**

WHEREAS, the Village of Richfield is acting as the petitioner to rezone the following parcel of land: Tax Key: V10_038400T00A from Rs-3, Single Family Residential District to Rs-1, Country Estates District and a 10,000 sqft portion of Tax Key: V10_119600A from B-3, General Business District to Rs-3, Single Family Residential District; and

WHEREAS, the subject properties contain 1.84 acres and 0.22 acres, respectively; and

WHEREAS, the rezoning petition has been submitted to the Village of Richfield Plan Commission for report and recommendation; and

WHEREAS, the required public notice of the public hearing has been provided consistent with Section 62.23 of the Wisconsin Statutes and the Village's zoning regulations; and

WHEREAS, the Plan Commission conducted a public hearing on July 9, 2015; and

WHEREAS, the Plan Commission has recommended to the Village Board that the rezoning change be made; and of the recommendation of the Plan Commission, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, having determined that the rezoning is substantially conforming to the Village's Comprehensive Plan, and having based its determination on the effect of granting of said rezoning on the health, safety, and welfare for the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved, as well as the impact on the surrounding properties as to the noise, dust, smoke, odor and others, has hereby determined that the rezoning will not violate the spirit or intent the zoning ordinance for the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of noise, dust, smoke odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the development is conducted pursuant to the following conditions and is in strict compliance with the same.

NOW, THEREFORE, the Village of Richfield Village Board, Washington County, Wisconsin ordains as follows:

Section 1. Zoning Map Change

The subject property is hereby rezoned as described above and depicted in Exhibit 1, attached hereto, and the zoning map of the Village of Richfield is hereby amended to incorporate the zoning of the subject properties.

Section 2. Effective Date

This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

Adopted this ____ day of _____, 2015

John Jeffords, Village President

Attest: Jim Healy, Village Administrator/Clerk

SCENIC RD

Subject Parcel and area of proposed rezoning.

SLEEPY HOLLOW RD

Zoning Districts

- RD-1 Two Family Cluster/Open Space Residential District**
This district is intended to provide for the development of agricultural and other open space areas in areas of larger lots. It is intended to provide for the development of agricultural and other open space areas in areas of larger lots. It is intended to provide for the development of agricultural and other open space areas in areas of larger lots.
- RS-1 Country Estate District**
This district is intended to provide for single-family residential and hobby or recreational development that is consistent with the maintenance of a rural country side character and lifestyle. This RS-1 district serves as a transitional district between the farmland areas and the more intensively developed suburban areas in the town.
- RS-2 Single Family Residential & Rural Preservation District**
This district is intended to provide for development of farm and rural open space areas into residential lots and subdivisions, where significant portions of such open spaces are preserved, either in the form of areas within large lots or as an average gross density of 130,000 square feet approximately three acres per lot, or within special open space units, the creation of which is encouraged in this section by subdividing portions of allowable lots into such units under a density incentive, pursuant to Wis. Stats. § 62.23(7)(b), special planned development districts, which this RS-1A district is designed to be. Further, the RS-1A zoning classification is restricted solely to properties located within the RS-1A single-family residential and rural preservation district prior to the effective date of the ordinance from which this section is derived.
- RS-1B Single Family Cluster/Open Space Residential District**
This district is intended to provide for the development of agricultural and other open space areas at least 20 acres in area or larger into single-family residential lots and subdivisions at a gross density that does not exceed one dwelling unit per 130,000 square feet (approximately 3.0 acres) where a minimum of 40 percent of such areas are required to be preserved as open space areas.

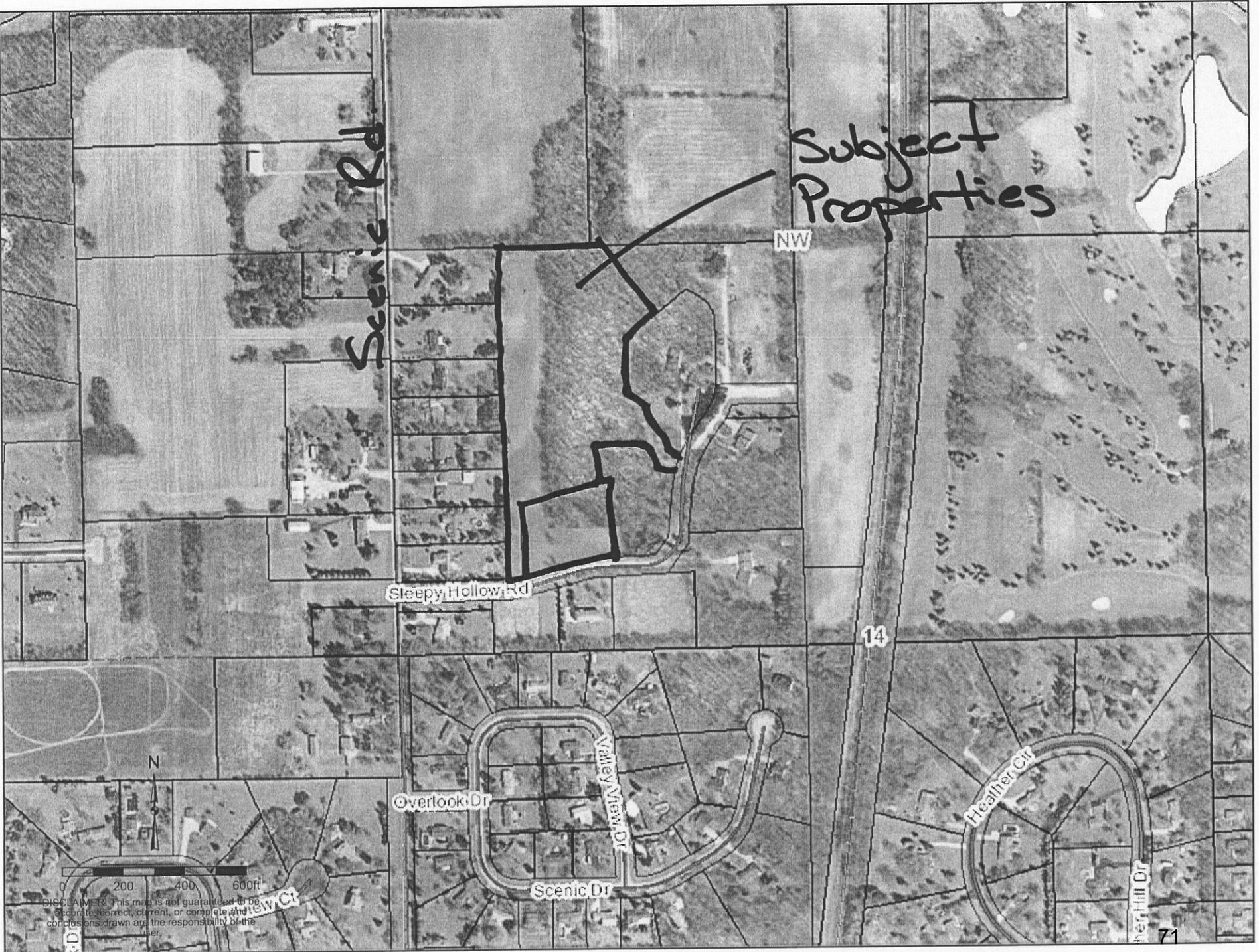
- RS-1R Country Estate/Retirement Parcel Residential District**
This district is intended to provide for single-family residential development on "retirement parcels" of land, as defined below. The RS-1R district serves as a transitional district between farmland areas and more intensively developed suburban areas of the town.
- RS-2 Single Family Residential District**
This district is intended to provide for single-family residential development at densities not exceeding 0.07 dwelling unit per net acre. Further, the zoning classification is restricted solely to properties located within RS-2 single-family residential district prior to January 1, 1994.
- RS-3 Single Family Residential District**
This district is intended to accommodate only single-family residential uses in existence on the effective date of the ordinance from which this chapter is derived, and their accessory uses in existence on the effective date of the ordinance from which this chapter is derived within the older, established areas of the town where such uses are located on lots or parcels of land which are within predominantly residential areas, are smaller than 95,000 square feet in area, and were lots of record on the date of approval of this chapter.
- RS-4 Single Family Residential District**
This district is intended to provide for limited development of single-family residential housing of parcels no more than 18.00 acres, with any new parcels maintaining a minimum of 100 feet of lot frontage, for leasehold properties on Amy Beck, Bark, Frank, Lake Five, and Little Friss Lakes, including three portions of the Village of Richfield that are also regulated by the Richfield district of the Village of Richfield Code of Ordinances.
- WHO Working Market District**
This district is to allow for the development and redevelopment of land in the Town of Richfield consistent with the walkable hamlet and/or business designations as described in the Town of Richfield Comprehensive Plan and indicated on the 10 and 20 Year Future Land Use Plan Maps provided therein.
- Unrelated District**
This district is intended to eliminate the ambiguity of maintaining, in unrelated use districts, areas which are under public or quasi-public ownership and where the use is public or quasi-public purposes is anticipated to be permanent.

- B-1 Neighborhood Business District**
This district is intended to provide for individual or small groups of retail and customer service retail establishments in a shopping center setting. This type of district is generally separated from other major commercial areas but near residential development and include such amenities as increased open space and ample off-street parking and loading areas and architectural or landscape screening from adjacent nonbusiness uses, making such retail uses or centers more compatible with the character of adjacent residential districts.
- B-2 Community Business District**
This district is intended to provide for individual or large groups of retail and customer service retail establishments in a shopping center setting. This type of district is usually located at or near the intersections of two arterial streets or highways and designed for the convenience of weekly or monthly one-stop shopping and includes such amenities as increased open space and ample off-street parking and loading areas and architectural screening or landscaping.
- General Business District**
This district is intended to provide for the orderly continuation and revitalization of the older established business areas of the town where uses are not exclusively of one type but, rather, mixed and include retail sales shops, wholesale and warehousing outlets, and institutional, recreational, and even residential uses. Many of the existing businesses in this B-3 district may not meet the requirements of the B-1 or B-2 business district.
- Historic Business District**
This district is intended to provide for the orderly and attractive grouping of appropriate locations along principal highway routes of those businesses and customer service establishments which are logically related to and dependent upon highway traffic or which are specifically designed to serve the needs of such traffic.
- M-1 General Wholesale Business/Warehouse District**
This district is intended to provide for the orderly and attractive grouping of appropriate locations of general wholesale and retail goods but not including the retail sale of such goods.

- M-2 Limited Industrial District**
This district is intended to provide for manufacturing or fabrication operations, which, on the basis of physical and operational characteristics, would not be detrimental to the immediate surrounding area or to the town as a whole by reason of smoke, odor, noise, dust, fumes, traffic, physical appearance, or other similar factors, and to establish such regulatory controls as will reasonably ensure compatibility with the surrounding area in this respect.
- M-3 General Industrial District**
This district is intended to provide for the same type of manufacturing and fabricating operations and uses as the M-2 industrial district plus more intensive uses but within those areas where the relationships to surrounding land use would create fewer problems of compatibility. The M-3 industrial district also permits those activities generally perceived as being of a nuisance nature or considered to be hazardous.
- Industrial Park District**
This district is intended to provide for the orderly development and attractive grouping of light industrial, warehousing, and office uses on appropriately located and landscaped property which, on the basis of actual physical and operational characteristics of the uses, buildings and structures, would not be detrimental to the adjoining property, surrounding area or to the community as a whole by reason of noise, dust, light or fumes, smoke, odor, traffic, physical appearance, possible groundwater, stormwater or wastewater impacts, or other similar factors.
- Mineral Extractive District**
This district is intended to provide for the orderly continuation or restoration of quarries or other extractive and related operations in existence on the effective date of the ordinance from which this chapter is derived and to provide for the location in appropriate places of new extractive operations that provides maximum protection to the natural environment.
- A-1 Exclusive Agricultural District**
This district is intended to provide for the continuation of general farming and related uses in those areas of the town that are not considered to be urban development.

- AG-2 General Agricultural District**
This district is intended to provide for, maintain, preserve, and enhance agricultural lands historically utilized for crop production but which are not included within the A-1 exclusive agricultural district and which are generally best suited for smaller farm units, including truck farming, horse farming, hobby farming, orchards, and other similar agriculture related farming activity.
- Park & Recreation District**
This district is intended to be used to prevent diversion of valuable natural or man-made resources and to protect watersheds, including the shorelands of navigable waters and areas that are not adequately drained or areas which are subject to periodic flooding, where development would result in hazards to health or safety or would deplete or destroy natural resources or be otherwise detrimental to the public welfare and which are not delineated as shoreline or floodland areas on the county shoreline-floodland map.
- Landmark Conservation District**
This district is intended to be used to prevent diversion of valuable natural or man-made resources and to protect watersheds, including the shorelands of navigable waters and areas that are not adequately drained or areas which are subject to periodic flooding, where development would result in hazards to health or safety or would deplete or destroy natural resources or be otherwise detrimental to the public welfare and which are not delineated as shoreline or floodland areas on the county shoreline-floodland map.
- Upland Conservation District**
This district is intended to be used to preserve, protect, enhance, and restore all significant woodlands, areas of rough topography, and related scenic areas. Regulation of these areas will serve to control erosion and sedimentation and will promote and maintain the natural beauty of the town.
- Floodland District**
This district is intended to preserve in essentially open space and natural use lands which are unsuitable for intensive development purposes due to poor natural soil conditions and periodic flood inundation and shall include all land and water area lying within the delineated forecast 100-year recurrence interval flood or as delineated on the county shoreline-floodland map.

This CMapSoft-Dynpro, Inc. GIS map contains information including but not limited to Washington County. This data is subject to constant change. CMapSoft-Dynpro, Inc. makes no warranties or guarantees, either expressed or implied, as to the accuracy or correctness of this data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.



Scenic Rd

Subject Properties

NW

Steeply Hollow Rd

14

Overlook Dr

Valley View Dr

Scenic Dr

Heather Cir

Deer Hill Dr

N

0 200 400 600ft

DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and the user concedes drawn and the responsibility of the user.

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7 c



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7c.

MEETING DATE: July 23, 2015

SUBJECT: Proposed One-lot CSM (Tax Keys: V10_038400T00A, V10_038400X), Hans Dawson
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE APPROVAL FOR THE PROPOSED ONE-LOT CSM?

ISSUE SUMMARY:

Hans Dawson has submitted a proposed certified survey map (CSM) that would create one lot of 9.7715 acres on Sleepy Hollow Drive, generally located off of Scenic Road between Hubertus Road and STH 167. The existing lots currently are 8.17 acres (Tax Key: V10_038400X) and 1.84 acres (Tax Key: V10_038400T00A), respectively. The remaining difference in acreage, approximately ~0.23 acres is comprised of an outlot shown as Outlot 2 on the face of the CSM. The parcels are both parts of former CSM, likely created at the time the subdivision was created. Although the aerial view does not depict it, the larger, parent parcel of the CSM has a newly constructed (2014) single family residential home on it. The proposed parcel to be incorporated into the one-lot CSM is also currently vacant and is under common ownership of the petitioner.

As a companion petition to the Village, the property owner has also submitted a rezoning application which you have previously considered tonight to modify the zoning from Rs-3, Single Family Residential District to Rs-1, Country Estates District. Pending the approval of the rezoning petition, there are no other issues related to zoning which affect this parcel or proposed land combination.

The Village Engineer has reviewed the proposed CSM and has approved it provided his comments are addressed. On June 30, 2015, the Village Engineer's comments were forwarded to the petitioner for his consideration. As of the date of this Communication Form, Staff has yet to receive and review the revised CSM. However, it is understood that Mr. John Stigler, RLS will be providing the revised CSM in advance of the Village Board meeting for Staff review.

The CSM was submitted to the Village during the month of June. As required by state statutes (s. 236.34(f)), the Village Board must take action within 90 days of that date, unless the time is extended by agreement with the subdivider.

At the July 9, 2015 Plan Commission Meeting the following motion was made:

Motion by Commissioner Melzer to recommend to the Village Board the approval of the certified survey map for Hans Dawson, subject to the General and Specific Conditions of Approval listed below:

Specific Conditions of Approval:

1. The Village Board approve the proposed rezoning petition of Tax Key V10_038400T00A.

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or



VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

7c

MEETING DATE: July 23, 2015

SUBJECT: Proposed One-lot CSM (Tax Keys: V10_038400T00A, V10_038400X), Hans Dawson
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Jim Healy, Village Administrator

for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

Seconded by Trustee Collins; Motion passed without objection.

FISCAL IMPACT:

REVIEWED BY:

Village Deputy Treasurer

Initial Project Costs: NA
Future Ongoing Costs: NA
Physical Impact (on people/space): Creation of one-lot CSM
Residual or Support/Overhead/Fringe Costs: NA

ATTACHMENTS:

- 1. Proposed CSM prepared by John R. Stigler with a revision date of May 26th with Village Engineer's comments

STAFF RECOMMENDATION:

Motion to approve the certified survey map for Hans Dawson, subject to the General Conditions of Approval listed below:
General Conditions of Approval:

- 1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



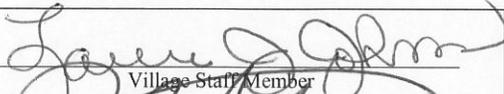
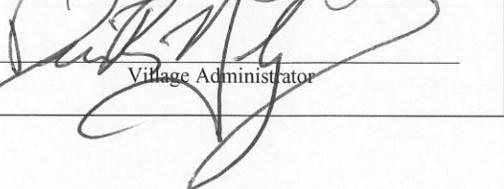
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

7c

MEETING DATE: July 23, 2015

SUBJECT: Proposed One-lot CSM (Tax Keys: V10_038400T00A, V10_038400X), Hans Dawson
 DATE SUBMITTED: July 16, 2015
 SUBMITTED BY: Jim Healy, Village Administrator


 Village Staff Member

 Village Administrator

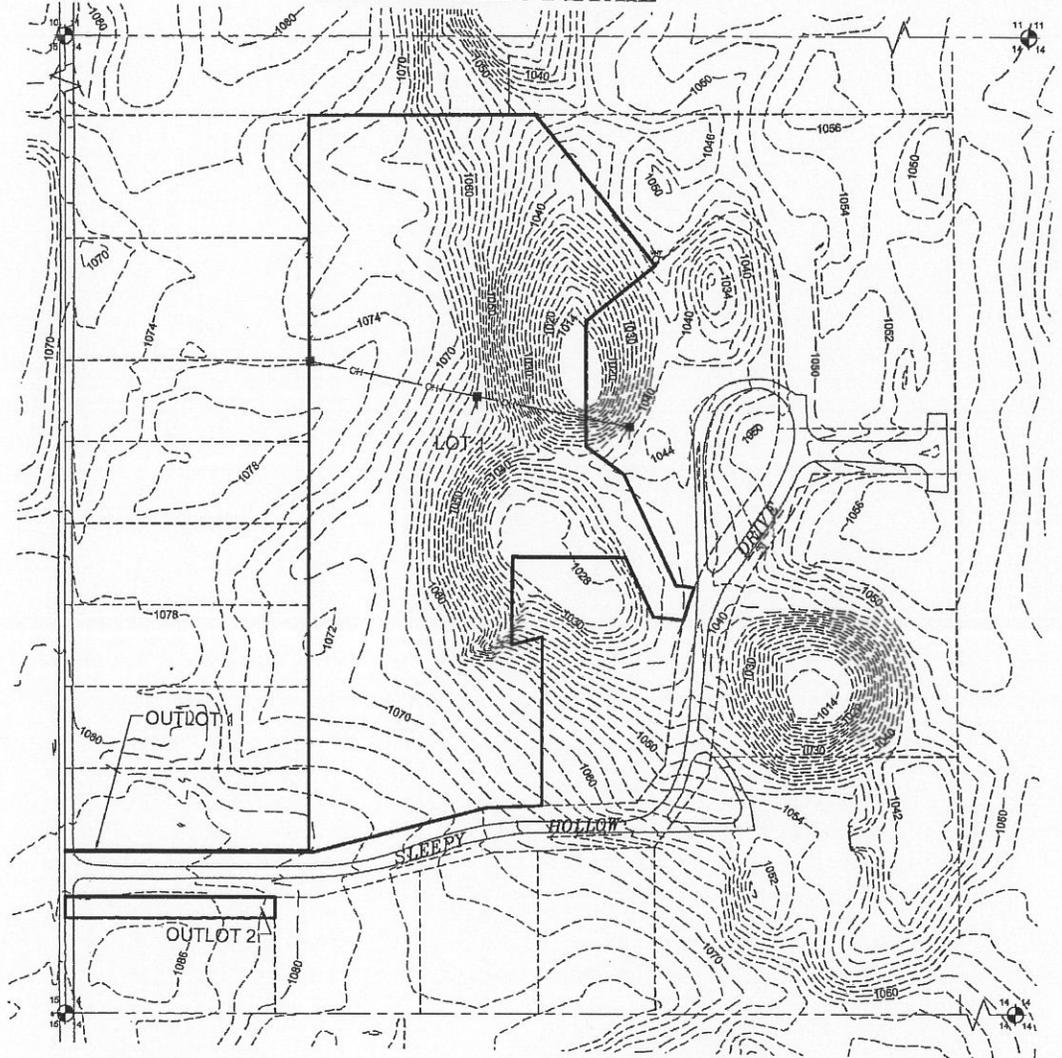
Resolution No. _____
 Ordinance No. _____
 Approved _____
 Other _____

Continued To: _____
 Referred To: _____
 Denied _____
 File No. _____

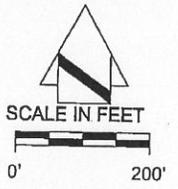
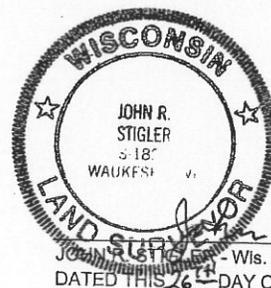
Sheet 2 of 5

CERTIFIED SURVEY MAP NO. _____
 Being a merging of Lot 1 of Certified Survey Map No. 6401 and Parcel 4 of Certified Survey Map No. 5395, and unplatted lands all being part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section 14, Town 9 North, Range 19 East
VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN

TOPOGRAPHIC DETAIL



- LEGEND:**
- CONC. MON. (FOUND)
 - IRON PIPE 18" x 1" DIA. (PLACED)
 - IRON PIPE (FOUND)
 - SEPTIC VENT
 - POWER POLE
 - OH — OVERHEAD POWER LINES
 - X — FENCE LINE
 - EXISTING CONTOURS (2005 WASHINGTON COUNTY)
 - SOIL BORING
- Note size (outside diameter) and type of found pipes.



JOHN R. STIGLER - Wis. Reg. No. S - 1820
 DATED THIS 26th DAY OF MAY, 2015

FILE NAME: S7931CSM.DWG
 P.S. WASHINGTON 1014

INSTRUMENT DRAFTED BY JOHN R. STIGLER

CERTIFIED SURVEY MAP NO. _____

Sheet 3 of 5

Being a merging of Lot 1 of Certified Survey Map No. 6401 and Parcel 4 of Certified Survey Map No. 5395, and unplatted lands all being part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section 14, Town 9 North, Range 19 East

VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

Per revisions to Chapter 236 S.S. (effective 8/1/2014)
"Registered" is replaced with "Professional".
Change "registered" to "professional".

I, John R. Stigler, registered land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided and mapped the following land bounded and described as follows:

Being a merging of Lot 1 of Certified Survey Map No. 6401 and Parcel 4 of Certified Survey Map No. 5395, and unplatted lands all being part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section 14, Town 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of the Northwest Quarter (NW¼) of Section 14, Township 9 North, Range 19 East, being marked by a concrete monument with Wisconsin Department of Transportation brass cap; thence North 01°12'58" West (recorded as North 01°12'55" West), 237.00 feet; thence North 88°55'02" East 361.50 feet to the southwest corner of Lot 1 of Certified Survey Map No. 6401 recorded in Volume 48 of Certified Survey Maps on Page 215 as Document No. 1276013 and being the place of beginning of the lands hereinafter described; thence North 01°12'58" West 1087.50 feet parallel to the west line

Should this be 6401 to be consistent with the other calls?

of said Northwest Quarter (NW¼) and being the west line of Certified Survey Map No. 5395; thence North 88°55'02" East 338.57 feet along the north line of said Certified Survey Map No. 6401; thence South 39°48'51" East 284.29 feet along the east line of said Map No. 6401; thence South 50°09'02" West 131.84 feet along said east line; thence South 01°12'58" East 185.00 feet along said east line; thence South 55°19'44" East 70.14 feet along said east line; thence South 26°30'49" East 180.00 feet along said east line; thence South 84°55'01" East along said east line 27.63 feet; thence southerly 51.12 feet along the west right-of-way line of Sleepy Hollow Drive and the arc of a curve of radius 400.57 feet; center lies to the east, chord bears South 16°54'28.5" West 51.08 feet; thence North 84°55'01" West along said east line 45.11 feet; thence North 26°30'49" West along said east line 97.02 feet; thence South 89°09'02" West along said east line 167.78 feet; thence South 00°50'58" East along said east line 130.00 feet to the north line of Parcel 4, Certified Survey Map No. 5395 recorded in Volume 38 of Certified Survey Maps on Page 179 as Document No. 900988; thence North 74°48'15" East along said north line 47.00 feet; thence South 00°50'58" East 249.41 feet along the east line of said Certified Survey Map No. 5395 to the north right-of-way line of Sleepy Hollow Drive; thence South 86°55'02" West 80.09 feet along said north right-of-way line; thence South 74°55'02" West 270.67 feet along said north right-of-way line; thence South 88°55'02" West 4.53 feet along said north right-of-way line to the place of beginning. Containing a net area of 425,609 square feet of land or 9.7715 acres.

Also including the following described lands: Commencing at the southwest corner of the Northwest Quarter (NW¼) of Section 14, Township 9 North, Range 19 East, being marked by a concrete monument with Wisconsin Department of Transportation brass cap; thence North 01°12'58" West (recorded as North 01°12'55" West) along the west line of said Northwest Quarter (NW¼) 140.00 feet being the centerline of Scenic Drive to the place of beginning of the land hereinafter described; thence North 01°12'58" West along said west quarter line and centerline 31.00 feet; thence North 88°55'02" East 311.14 feet along the south right-of-way line of Sleepy Hollow Drive (recorded as North 89°46' East); thence South 01°12'58" East (recorded as South 00°22 East) 31.00 feet; thence South 88°55'02 West (recorded as South 89°46' West) 311.14 feet to the place of beginning; reserving the West 33.00 feet for Public Road purposes. Containing a net area of 9645 feet of land or 0.2214 acres of land.

Also including the following described lands: Commencing at the southwest corner of the Northwest Quarter (NW¼) of Section 14, Township 9 North, Range 19 East, being marked by a concrete monument with the Wisconsin Department of Transportation brass cap; thence North 01°12'58" West (recorded as North 01°13'55" West) along the west line of said Northwest Quarter (NW¼) being the centerline of Scenic Road 237.00 feet to the place of beginning of the lands hereinafter described; thence North 88°55'02" East along the north right-of-way line of Sleepy Hollow Drive 361.50 feet to the west line of Lot 1 of Certified Survey Map No. 6401; thence North 01°12'58" West along said west line of said Lot 1 2.53 feet; thence South 88°55'02" West 361.50 feet to the west line of said Northwest Quarter (NW¼) and the centerline of Scenic Road; thence South 01°12'58" East along said quarter line and centerline 2.53 feet to the place of beginning.

Reserving the west 33.00 feet for public road purposes.

Containing a net area of 914 square feet or 0.0209 acres of land.

These are gross areas

CERTIFIED SURVEY MAP NO. _____ Sheet 4 of 5
Being a merging of Lot 1 of Certified Survey Map No. 6401 and Parcel 4 of Certified Survey Map No. 5395,
and unplatted lands all being part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼)
of Section 14, Town 9 North, Range 19 East
VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that I fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the Village of Richfield in surveying, dividing and mapping the same.



John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. S-1820

STATE OF WISCONSIN)ss
WAUKESHA COUNTY)

The above certificate subscribed and sworn to me this 26TH day of MAY, 2015.

My commission expires July 5, 2015.

Peter A. Muehl
PETER A. MUEHL – NOTARY PUBLIC



OWNERS: HANS D. & BERNADETTE L. DAWSON

Instrument drafted by John R. Stigler

P. S. Washington 1014

CERTIFIED SURVEY MAP NO. _____

Sheet 5 of 5

Being a merging of Lot 1 of Certified Survey Map No. 6401 and Parcel 4 of Certified Survey Map No. 5395,
and unplatted lands all being part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼)
of Section 14, Town 9 North, Range 19 East
VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owners, we hereby certify that we caused the land described on this map to be surveyed, divided and mapped as represented on this map. We also certify that this Certified Survey Map is required by 236.10 or 236.12 Wisconsin State Statutes to be submitted to the following for approval: Village of Richfield.

HANS D. DAWSON - OWNER

BERNADETTE L. DAWSON - OWNER

STATE OF WISCONSIN)ss
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2015, the above named HANS D. and BERNADETTE L. DAWSON, to me known to be the owners who executed the foregoing instrument and acknowledged the same.

My commission expires _____

NOTARY PUBLIC -

VILLAGE BOARD APPROVAL:

Approved by the Village Board, Village of Richfield, this _____ day of _____, 2015.

JOHN JEFFORDS - VILLAGE PRESIDENT

JAMES HEALY - VILLAGE ADMINISTRATOR

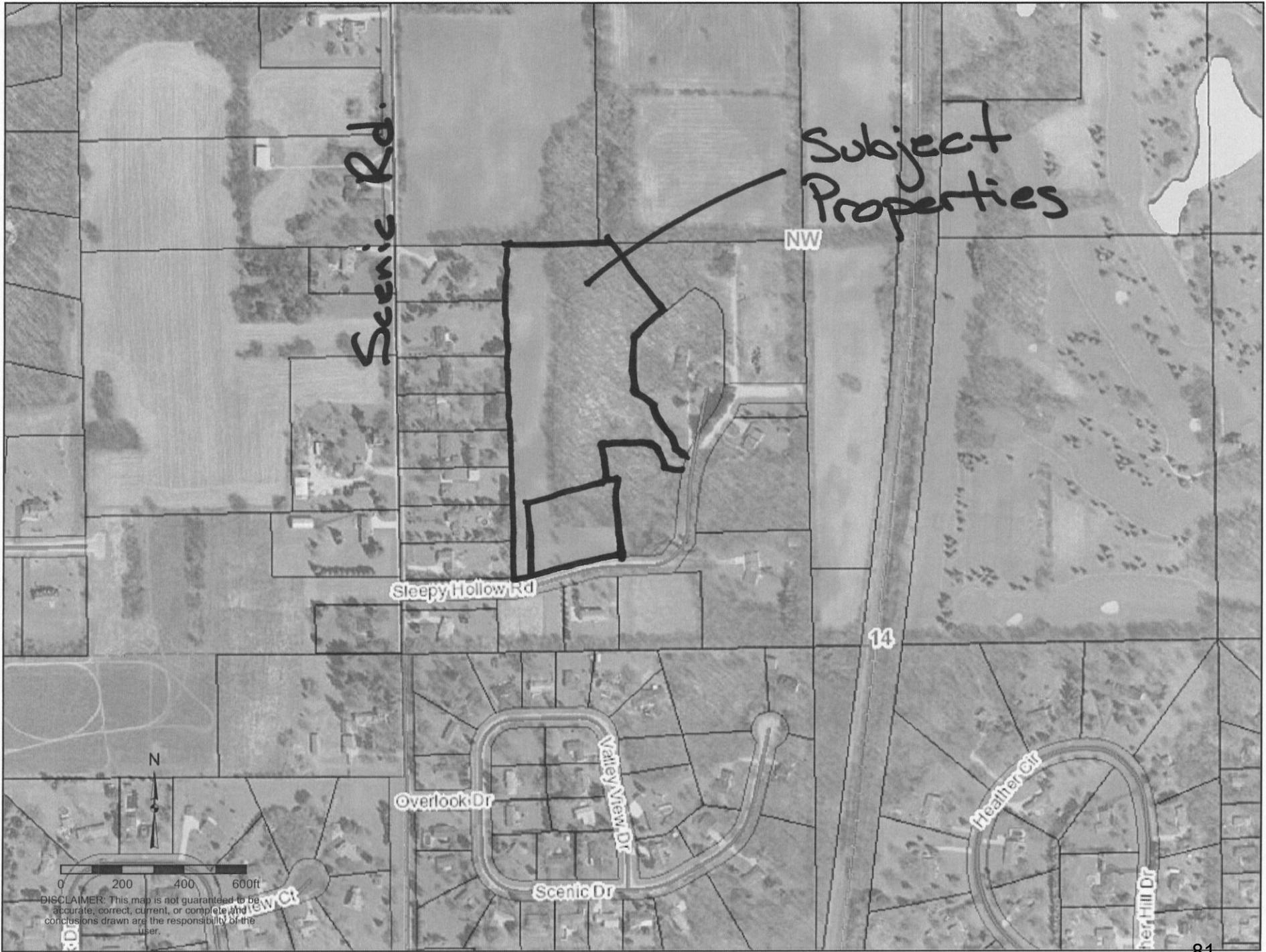


John R. Stigler
JOHN R. STIGLER, Wis. Reg. No. S-1820
Dated this 26TH day of MAY, 2015

OWNERS: HANS D. & BERNADETTE L. DAWSON

Instrument drafted by John R. Stigler

P. S. Washington 1014



Subject Properties

Scenic Rd.

Steepy Hollow Rd

Overlook Dr

Valley View Dr

Scenic Dr

Heather Cir

Her Hill Dr

NW

13

0 200 400 600ft

DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

7 d



VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

7d.

MEETING DATE: July 23, 2015

SUBJECT: Rezoning – Tax Key: V10_119600A, Ross and Sharon Notham
 DATE SUBMITTED: July 16, 2015
 SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE APPROVAL OF THE PETITION TO REZONE OF A PORTION OF THE SUBJECT PARCEL (~9,000SQFT) FROM B-3, GENERAL BUSINESS DISTRICT TO RS-3, SINGLE FAMILY RESIDENTIAL DISTRICT?

ISSUE SUMMARY:

The petition before us tonight is being submitted by Mr. and Mrs. Ross Notham, who live at 650 Plat Road, directly north of Donna’s Tap bar. Donna’s Tap is zoned B-3, General Business District and is generally located on Plat Road one half mile north of Monches Road (Tax Key: V10_1196). The petitioners previously worked with Staff to rectify a significant boundary line issue with the property owner of Donna’s Tap before it was placed for sale on the real estate market a short while ago. Mr. and Mrs. Notham have two (2) accessory structures on their property (Tax Key: V10_119600A) which both encroached on the Donna’s Tap property. Needless to say, with the potential for a new owner on the horizon for Donna’s Tap, the petitioners wanted the situation remedied before the property transferred to new ownership.

Pursuant to the boundary line relocation ordinance the Village Board passed a number of months ago, Staff confirmed that both resultant lots would be still considered legal, conforming lots and administratively approved the land transfer. A plat of survey was prepared and reviewed by Staff. The survey work was performed by Rich Simon of Cornerstone Land Surveying during the month of April. The proposed net acreage received from the land transfer was 9,826 SQFT. or 0.21 acres. The new boundary line on the south property of the subject parcel is now 11.79’ and on the east it is 40’.

The rezoning application was submitted to the Plan Commission on July 9, 2015. At the conclusion of the Public Hearing, a favorable recommendation was made to the Village Board:

Motion by Vice-Chairman Berghammer to recommend to the Village Board the adoption of Ordinance O2015-07-01, an Ordinance to rezone a portion of Tax Key: V10_119600A from B-3, General Business District to Rs-3, Single Family Residential District as depicted in the ordinance; Seconded by Trustee Collins; Motion passed without objection.

FISCAL IMPACT:

REVIEWED BY: _____
 Village Deputy Treasurer

Initial Project Costs: NA

Future Ongoing Costs: NA

Physical Impact (on people/space): Properties that once had encroaching structures formally legalized

Residual or Support/Overhead/Fringe Costs: NA

ATTACHMENTS:

1. Class II Public Hearing Notice
2. Ordinance 2015-07-01, an Ordinance to rezone Tax Key: V10_119600A from B-3 to Rs-3
3. Washington County GIS overview of subject property

STAFF RECOMMENDATION:

Motion to approve Ordinance O2015-07-01, an Ordinance to rezone a portion of Tax Key: V10_119600A from B-3, General Business District to Rs-3, Single Family Residential District as depicted in the ordinance.



VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

7d

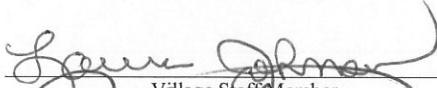
MEETING DATE: July 23, 2015

SUBJECT: Rezoning – Tax Key: V10_119600A, Ross and Sharon Notham

DATE SUBMITTED: July 16, 2015

SUBMITTED BY: Jim Healy, Village Administrator

APPROVED FOR SUBMITTAL BY:



 Village Staff Member



 Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
 Ordinance No. _____
 Approved _____
 Other _____

Continued To: _____
 Referred To: _____
 Denied _____
 File No. _____

(Class II Public Notice)
NOTICE OF PUBLIC HEARING
VILLAGE OF RICHFIELD
Thursday, July 9, 2015

PLEASE TAKE NOTICE:

Notice is hereby given pursuant to Section 19.84, Wis. Stats., and provisions of the Village of Richfield Code of Ordinances, that the Village of Richfield Plan Commission will conduct a public hearing on Thursday, July 9, 2015 at 7:30 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI 53033, to consider multiple petitions to the Village to rezone Tax Key: V10-038400T00A from Rs-3, Single Family Residential District to Rs-1, Country Estates District and to rezone a portion of Tax Key: V10-119600A from B-3 General Business District to Rs-3, Single Family Residential District.

For information regarding this public hearing, please contact Jim Healy, Village Administrator at (262)-628-2260. A map showing the location of the subject property is available from the Village Clerk during normal business hours.

All interested parties will be heard. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's Office at (262)-628-2260 with as much advance notice as possible.

Dated this June 15, 2015

Publication Dates:

June 25, 2015

July 2, 2015

Jim Healy
Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033
(262)-628-2260

AN ORDINANCE TO REZONE CERTAIN PARCELS OF LAND IN THE VILLAGE OF RICHFIELD AND TO AMEND THE ZONING MAP OF THE VILLAGE OF RICHFIELD PURSUANT TO SECTION 70.163 OF THE MUNICIPAL CODE

WHEREAS, the Village of Richfield is acting as the petitioner to rezone the following parcel of land: Tax Key: V10_038400T00A from Rs-3, Single Family Residential District to Rs-1, Country Estates District and a 10,000 sqft portion of Tax Key: V10_119600A from B-3, General Business District to Rs-3, Single Family Residential District; and

WHEREAS, the subject properties contain 1.84 acres and 0.22 acres, respectively; and

WHEREAS, the rezoning petition has been submitted to the Village of Richfield Plan Commission for report and recommendation; and

WHEREAS, the required public notice of the public hearing has been provided consistent with Section 62.23 of the Wisconsin Statutes and the Village's zoning regulations; and

WHEREAS, the Plan Commission conducted a public hearing on July 9, 2015; and

WHEREAS, the Plan Commission has recommended to the Village Board that the rezoning change be made; and of the recommendation of the Plan Commission, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, having determined that the rezoning is substantially conforming to the Village's Comprehensive Plan, and having based its determination on the effect of granting of said rezoning on the health, safety, and welfare for the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved, as well as the impact on the surrounding properties as to the noise, dust, smoke, odor and others, has hereby determined that the rezoning will not violate the spirit or intent the zoning ordinance for the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of noise, dust, smoke odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the development is conducted pursuant to the following conditions and is in strict compliance with the same.

NOW, THEREFORE, the Village of Richfield Village Board, Washington County, Wisconsin ordains as follows:

Section 1. Zoning Map Change

The subject property is hereby rezoned as described above and depicted in Exhibit 1, attached hereto, and the zoning map of the Village of Richfield is hereby amended to incorporate the zoning of the subject properties.

Section 2. Effective Date

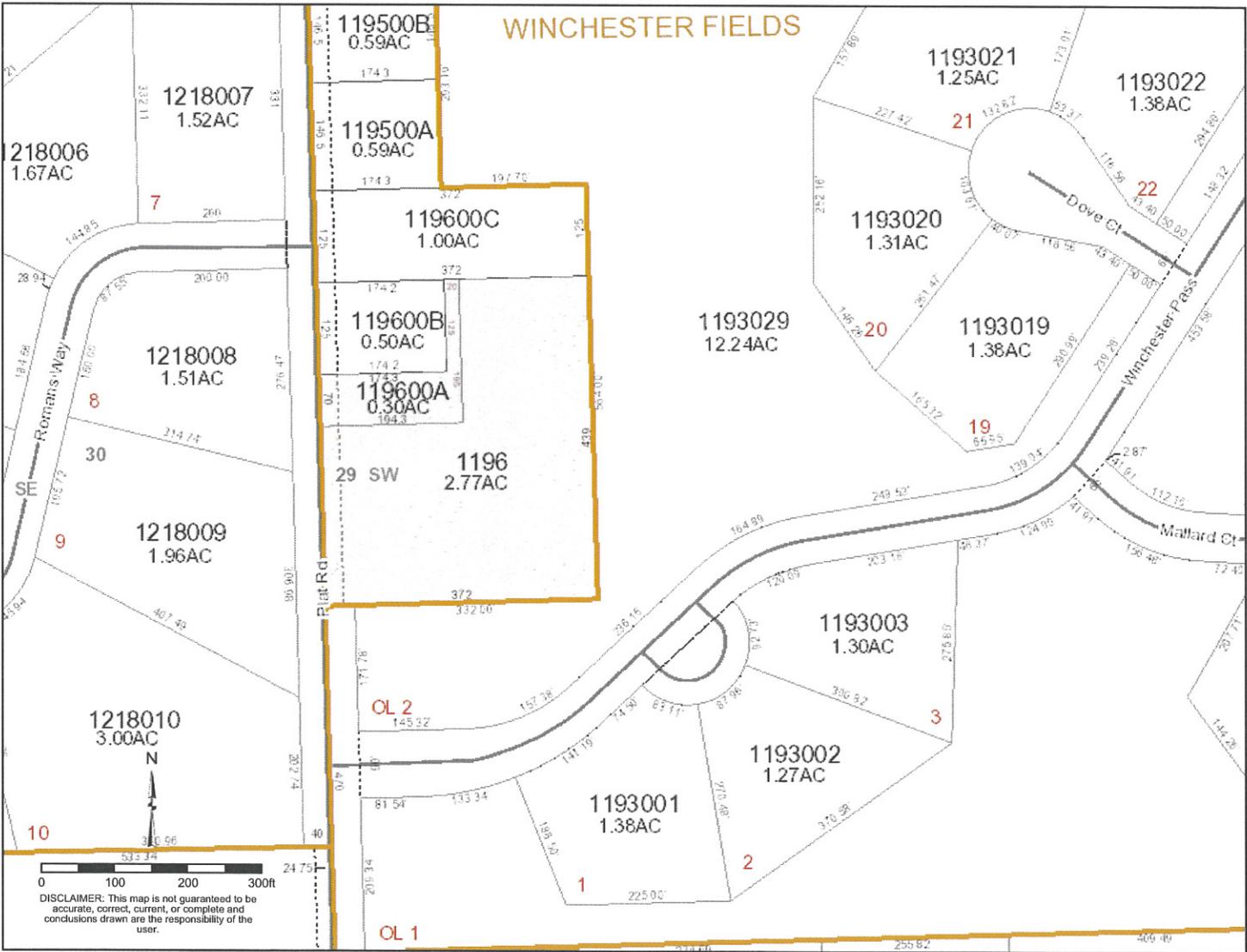
This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

Adopted this ____ day of _____, 2015

John Jeffords, Village President

Attest: Jim Healy, Village Administrator/Clerk

WINCHESTER FIELDS





Zoning Districts

- RD-1 Two Family Cluster/Open Space Residential District**
This district is intended to provide for the development of agricultural and other open space areas on acres in areas or larger lots to be family residential lots and subdivisions at a gross density that does not exceed one to-family structure per 1.0 gross acre or one individual dwelling unit per 1.0 gross acres where a minimum of 40 percent of such uses are required to be preserved as open space areas.
- RS-1 Country Estate District**
This district is intended to provide for single-family residential and hobby or midsize development that is consistent with the maintenance of a rural country side character and lifestyle. This RS-1 district serves as a transitional district between the farmstead areas and the more intensively developed suburban areas in the town.
- RS-1A Single Family Residential & Rural Preservation District**
This district is intended to provide for development of farm and natural open space areas and residential lots and subdivisions, wherein significant portions of such open spaces are preserved, either in the form of areas with large lots at an average gross density of 100,000 square feet (approximately three acres) per lot, or within special open space units, the creation of which is encouraged in this section by clearing portions of allowable lots into such units under a density incentive, pursuant to Wis. Stats. § 62.23(7)(b), special planned development districts, which this RS-1A district is designed to be. Further, this RS-1A zoning classification is restricted solely to properties located within the RS-1A single-family residential and rural preservation district prior to the effective date of the ordinance from which this section is derived.
- RS-1B Single Family Cluster/Open Space Residential District**
This district is intended to provide for the development of agricultural and other open space areas of at least 20 acres in area or larger lots to be family residential lots and subdivisions at a gross density that does not exceed one dwelling unit per 100,000 square feet (approximately 3.0 acres) where a minimum of 40 percent of such areas are required to be preserved as open space areas.

- Country Estate/Remnant Parcel Residential District**
This district is intended to provide for single-family residential development on "remnant parcels" of land, as defined below. The RS-1B district serves as a transitional district between farmstead areas and more intensively developed suburban areas of the town.
- Single Family Residential District**
This district is intended to provide for single-family residential development at densities not exceeding 0.67 dwelling unit per net acre. Further, the zoning classification is restricted solely to properties located within RS-2 single-family residential district prior to January 1, 1994.
- Single Family Residential District**
This district is intended to accommodate only single-family residential uses in existence on the effective date of the ordinance from which this chapter is derived, and their accessory uses in existence on the effective date of the ordinance from which this chapter is derived within the older, established areas of the town where such uses are located on lots or parcels of land which are within predominantly residential areas, are smaller than 60,000 square feet in area, and were lots of record on the date of approval of this chapter.
- Single Family Residential District**
This district is intended to provide for limited development of single-family residential housing, of parcels no more than 10.59 acres, with any new parcels maintaining a minimum of 100 feet of lane frontage, for lot-size properties on Hwy 84/ie, Bark, Finesse Lake Park, and Little Finesse Lakes, including those portions of the Village of Richfield that are also regulated by the Reoploplan district of the Village of Richfield Code of Ordinances.
- Wholesale/Midsize District**
This district is to allow for the development and redevelopment of land in the Town of Richfield consistent with the viable land use and business designations as described in the Town of Richfield Comprehensive Plan and indicated on the 10 and 20 Year Future Land Use Plans provided herewith.
- Natural/Open District**
This district is intended to eliminate the ambiguity of maintaining, in unincorporated areas, which are under public or quasi-public ownership and where the use for public or quasi-public purposes is anticipated to be permanent.

- B-1 Neighborhood Business District**
This district is intended to provide for individual or small groups of retail and customer service retail establishments in a shopping center setting. This type of district is generally separated from other major commercial areas but near residential development and includes such amenities as increased open space and ample off-street parking and loading areas and architectural or landscape screening from adjacent neighborhoods, ensuring such retail uses or centers more compatible with the character of adjacent residential districts.
- B-2 Community Business District**
This district is intended to provide for individual or large groups of retail and customer service retail establishments in a shopping center setting. This type of district is usually located at or near the intersection of the arterial streets or highways and designed for the convenience of weekly or monthly one-stop shopping and includes such amenities as increased open space and ample off-street parking and loading areas and architectural screening or landscaping.
- B-3 General Business District**
This district is intended to provide for the orderly continuation and revitalization of the older established business areas of the town where uses are not exclusively of one type but rather mixed and include retail sales shops, wholesale and manufacturing outlets, and institutional, recreational, and even residential uses. Many of the existing businesses in this B-3 district may not meet the requirements of the B-1 or B-2 business district.
- B-4 Highway Business District**
This district is intended to provide for the orderly and attractive grouping of appropriate locations along principal highway routes of those businesses and customer service establishments which are logically related to and dependent upon highway traffic or which are specifically designed to serve the needs of such traffic.
- M-1 General Wholesale Business/Warehouse District**
This district is intended to provide for the orderly and attractive grouping of appropriate locations of business or industrial activities which are basically wholesale, including storage of both wholesale and retail goods but not including the retail sale of such goods.

- Limited Industrial District**
This district is intended to provide for manufacturing or fabrication operations, which, on the basis of physical and operational characteristics, would not be detrimental to the immediate surrounding area or to the town as a whole by reason of smoke, odor, noise, dust, heat, traffic, physical appearance, or other similar factors, and to establish such regulatory controls as will reasonably ensure compatibility with the surrounding area in this respect.
- M-2 General Industrial District**
This district is intended to provide for the same type of manufacturing and fabricating operations and uses as in the M-2 industrial district plus more intensive uses but within those areas where the relationship to surrounding land use would create fewer problems of compatibility. The M-2 industrial district also permits those activities generally perceived as being of a nuisance nature or considered to be hazardous.
- Industrial Park District**
This district is intended to provide for the orderly development and attractive grouping of light industrial, warehousing, and office uses on appropriately located and landscaped property which, on the basis of actual physical and operational characteristics of the uses, buildings and structures, would not be detrimental to the adjoining property, surrounding area or to the community as a whole by reason of noise, dust, light or flash, smoke, odor, traffic, physical appearance, public groundwater, stormwater or wastewater impacts, or other similar factors.
- Mineral Extractive District**
This district is intended to provide for the orderly continuation or restriction of quarries or other extractive and related operations in existence on the effective date of the ordinance from which this chapter is derived and to provide for the location in appropriate places of new extractive operations that provide maximum protection to the natural environment.
- A-1 Exclusive Agricultural District**
This district is intended to provide for the continuation of general farming and related uses in those areas of the town that are not committed to urban development.

- A-2 General Agricultural District**
This district is intended to provide for, maintain, preserve, and enhance agricultural lands historically utilized for crop production but which are not included within the A-1 exclusive agricultural district and which are generally best suited for smaller farm units, including back farming, horse farming, hobby farming, orchards, and other similar agriculture related farming activity.
- Park & Recreation District**
This district is intended to provide for areas where the recreational needs, both public and private, of the populace can be met without undue disturbances of natural resources and adjacent uses.
- LC Land Use Conservation District**
This district is intended to be used to prevent disruption of valuable natural or manmade resources and to protect watercourses, including the abundance of riparian waters and areas that are not adequately drained or areas which are subject to periodic flooding, where development would result in hazards to health or safety or would deplete or destroy natural resources or be otherwise detrimental to the public welfare and which are not delineated as shoreline or floodplain areas on the county shoreline-floodplain map.
- UC Upland Conservation District**
This district is intended to be used to preserve, protect, enhance, and restore all significant woodlands, areas of rough topography, and related scenic areas. Regulation of these areas will serve to control erosion and sedimentation and will promote and maintain the natural beauty of the town.
- F-1 Floodplain District**
This district is intended to preserve in essentially open space and natural use lands which are unsuitable for intensive development purposes due to poor natural soil conditions and ponds/flood inundation and shall include all land and water area lying within the delineated forecast 100-year recurrence interval flood or as delineated on the county shoreline-floodplain map.

The City of Snyder, Inc. GIS map contains information including but not limited to Washington County. This data is subject to constant change. CitySnyder, Inc. makes no warranties or guarantees, other expressed or implied, as to the accuracy or correctness of this data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

7 e



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7e

MEETING DATE: July 23, 2015

SUBJECT: Extraterritorial Plat Review, River Glen subdivision, Town of Lisbon
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE EXTRATERRITORIAL FINAL PLAT REVIEW OF RIVER GLEN SUBDIVISION IN THE TOWN OF LISBON?

ISSUE SUMMARY:

This application is again being submitted once more by CJ Engineering, on behalf of Colgate Investments, LLC and the Town of Lisbon. Colgate Investments owns a 42.86 acre tract of land (Tax Key: LTSB-0158997), and is proposing to create a 20 lot subdivision with lots ranging from 0.69ac (Lot 19, Lot 16, Lot 15) to 1.07ac (Lot 12). On October 30, 2014 I received confirmation from the Town of Lisbon Planner, Donna Cox, that this development was approved by their Plan Commission on July 24, 2014.

At the December 18, 2015 Village Board meeting, after a favorable recommendation from the Plan Commission, the Preliminary Plat was considered and the below motion was made. Tonight, the Village Board will be considering the "Final Plat", which is the last stage the Village would be involved in with this residential development.

Motion by Trustee Voss to approve the Preliminary Plat for Colgate Investments, LLC in the Town of Lisbon as prepared by CJ Engineering with a revision date of November 10, 2014, provided they receive all other necessary approvals before registering the plat at the Waukesha County Register of Deeds; Seconded by Trustee Neu; Motion carried unanimously.

On July 9, 2015 the Plan Commission made the following recommendation to the Village Board:

Motion by Vice-Chairman Berghammer to recommend to the Village Board the approval of the proposed Final Plat for River Glen subdivision in the Town of Lisbon, as prepared by CJ Engineering, with a revision date of June 16, 2015, provide they receive all other necessary approvals; Seconded by Commissioner Cote.

The property is located south of CTH "Q" and east of the Bark River Country Meadows Subdivision and west of the River Bluff Subdivision. The Bark River is located on the southern boundary of the site. This exact development was previously submitted to the Plan Commission in 2006 and most recently in 2011, but according to the Town of Lisbon, economic conditions kept the development from moving forward to the platting phase. The 20 lots proposed will yield an overall density of 2.15ac per unit. The subdivision will have three large out lots with both walking trails and natural wetlands. Outlots 1 and 2 will be owned in an equal and undivided share amongst property owners. Outlot 3 will be dedicated to Waukesha County and utilized for preservation, buffer and greenway trail. It is important to note that direct access will not be off of CTH "Q", but connecting through two existing subdivisions.

As provided for in State Statutes, cities and villages both have the authority to approve or deny proposed subdivisions in unincorporated areas surrounding their borders. This 'extraterritorial review' authority generally extends 1.5 miles beyond the municipal boundary of a village and a fourth class city. This authority is given to cities and villages to ensure that development that may one day be located in those jurisdictions are compatible with their comprehensive plans.

Richfield's Comprehensive Plan currently does not address development beyond its current borders. Based on this fact, there would be little basis to deny the proposed land division.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7e

MEETING DATE: July 23, 2015

SUBJECT: Extraterritorial Plat Review, River Glen subdivision, Town of Lisbon
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Jim Healy, Village Administrator

FISCAL IMPACT:

REVIEWED BY: _____

Village Deputy Treasurer

Initial Project Costs: NA
Future Ongoing Costs: NA
Physical Impact (on people/space): Creation of a residential subdivision in the Town of Lisbon
Residual or Support/Overhead/Fringe Costs: NA

ATTACHMENTS:

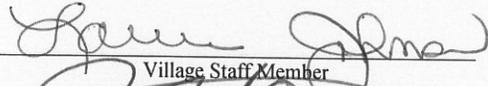
- 1. River Glen Subdivision, Final Plat as prepared by CJ Engineering

STAFF RECOMMENDATION:

Motion to approve the Final Plat for River Glen subdivision in the Town of Lisbon, as prepared by CJ Engineering with a revision date of June 16, 2015, provided they receive all other necessary approvals.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



Village Staff Member



Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

RIVER GLEN SUBDIVISION

PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWN 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN.



civil design and consulting
5025 W. CENTER ST.
SUITE 214
MILWAUKEE, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

NOTES:
1. ALTHOUGH THE LOTS WITHIN RIVER GLEN SUBDIVISION HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH TOWN OF LISBON STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS THAT, DUE TO THE POSSIBLE PRESENCE OF GROUNDWATER NEAR THE SURFACE, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT EITHER A LICENSED PROFESSIONAL ENGINEER OR OTHER SOIL EXPERT DESIGN A BASEMENT AND FOUNDATION THAT WILL BE SUITABLE TO WITHSTAND THE VARIOUS PROBLEMS ASSOCIATED WITH SATURATED SOIL CONDITIONS OR BASEMENT FLOODING OR THAT OTHER SPECIAL MEASURES BE TAKEN. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIAL REPRESENTATION IS MADE HEREIN.

2. BANK RIVER ELEVATIONS:
HIGH WATER - 961.7
LOW WATER - 961.0
Q TIME OF SURVEY - 961.1
STREAMBED - 961.0

3. OUTLOT 3 SHALL BE DEDICATED TO WAUKESHA COUNTY AND BE UTILIZED FOR PRESERVATION, BUFFER AND GREENWAY TRAIL.

4. OUTLOTS 1 AND 2 (CONVERSE AND PURVISSES), THE INTERLOCUS OF LOTS 1 THROUGH 20 OF THE RIVER GLEN OF LISBON SUBDIVISION SHALL EACH HOLD A UNDIVIDED AND NONTRANSFERABLE INTEREST IN OUTLOTS 1 AND 2, WHERE THE STORM WATER MANAGEMENT PRACTICES ARE LOCATED. THERE ARE ONE OR MORE SEPARATE DOCUMENTS RECORDED ON THE PROPERTY FILE THROUGH THE WAUKESHA COUNTY REGISTER OF DEEDS ENTITLED "STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT" ("MAINTENANCE AGREEMENT") THAT APPLY TO OUTLOTS 1 & 2. THE MAINTENANCE AGREEMENT SUBJECTS THIS SUBDIVISION PLAT, AND ALL LOT OWNERS THEREIN, TO COVENANTS, CONDITIONS AND RESTRICTIONS NECESSARY TO ENSURE THE LONG-TERM MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICE. THE AGREEMENT ALSO OUTLINES A PROCESS BY WHICH THE TOWN OF LISBON MAY LEVY AND COLLECT SPECIAL ASSESSMENTS OR CHARGES FOR ANY SERVICES THE COMMUNITY MOST PROUDLY PROVIDING RELATING TO THE MAINTENANCE AGREEMENT.

IN ACCORDANCE WITH CHAPTER 14 - ARTICLE IV OF THE WAUKESHA COUNTY CODE OF ORDINANCES ("STORM WATER ORDINANCE"), THE STORM WATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORM WATER MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY WAUKESHA COUNTY AND IS RESPONSIBLE FOR MAINTAINING THE STORM WATER SYSTEM DURING THE LIFE OF THE PERMIT. THE PERMITTER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER PERMIT. THE OWNERS OF LOTS 1-20 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT.

5. **SEPARATE EASEMENTS:**
ALL LANDS WITHIN AREAS LABELED "SEPARATE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN ADDITIONAL MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE TOWN OF LISBON, WAUKESHA COUNTY OR THEIR RESIGNEE ARE AUTHORIZED ACCESS TO THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF MAINTENANCE AGREEMENT.

6. THERE ARE NO APPARENT DRAINAGES ON SITE.

7. WAUKESHA COUNTY AND THE TOWN OF LISBON SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OUTLOT IN THE SUBDIVISION.

8. ALL MINOR SITES IDENTIFIED FOR PRIVATE SEWERAGE SYSTEMS AND AN AREA 15 FT. DOWNSLOPE, SHOULD BE FIELD STAKED AND PROTECTED FROM ANY EARTH ALTERING ACTIVITIES.

9. EXISTING NATURAL GAS LINES EXIST IN SENNOTT DRIVE AND NORWALK ROAD.

10. ALL BUILDING SETBACKS AND OFFSETS WILL BE MEASURED FROM THE NEAR EDGE OF ANY DRAINAGE EASEMENT.

11. ALL LOTS ARE SUBJECT TO THE TOWN OF LISBON'S GROUND WATER SEPARATION REQUIREMENTS.

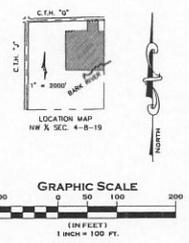
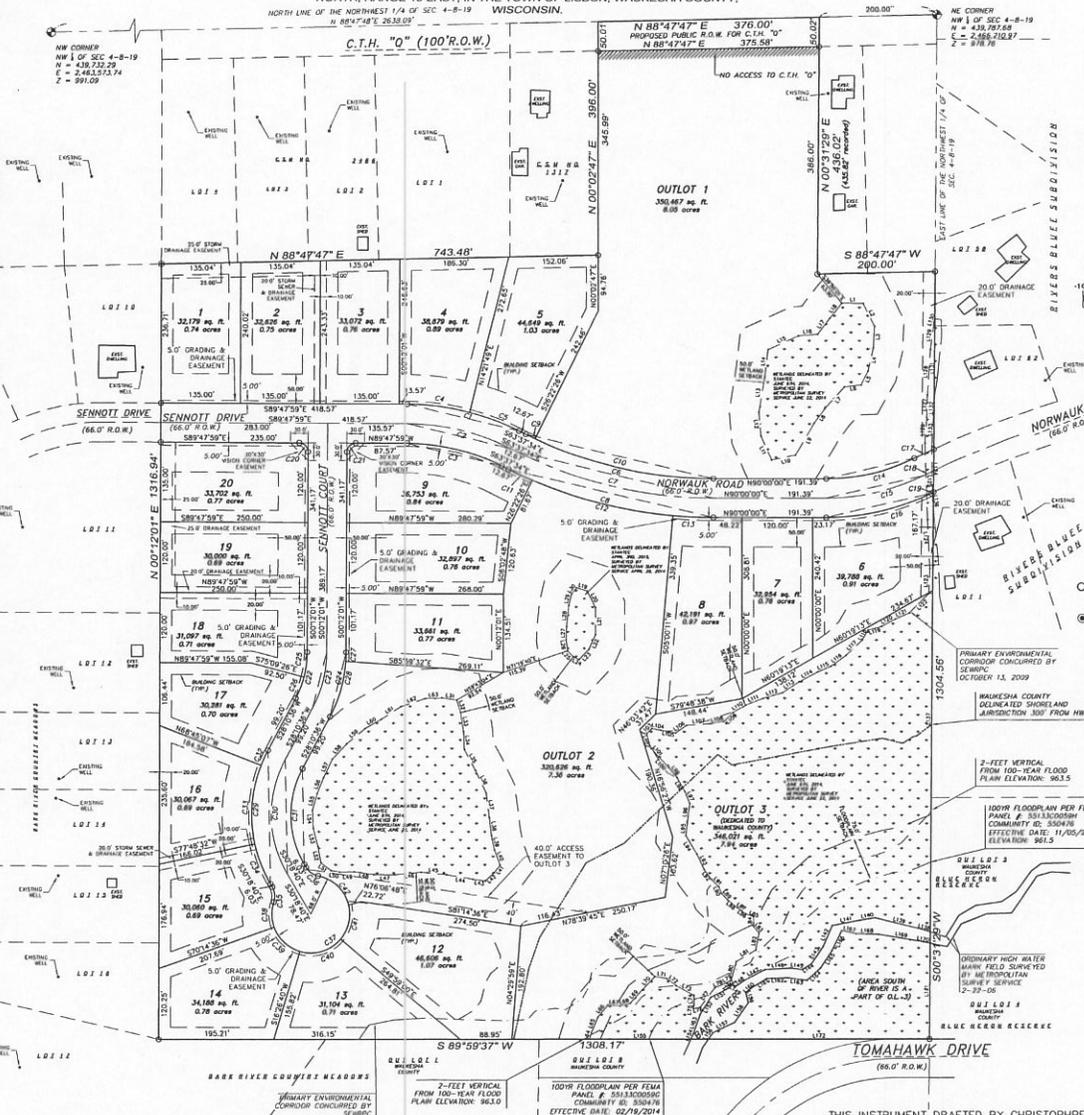
WETLAND/FLOODPLAIN/PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION RESTRICTIONS:
THOSE AREAS OF LAND WHICH ARE IDENTIFIED AS A WETLAND/FLOOD PLAIN/PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION AREAS ON PAGE 1 OF AN ENVIRONMENTAL PRESERVATION PLAN OF RIVER GLEN OF LISBON SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND THE REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED UNLESS SPECIALLY APPROVED BY THE TOWN OF LISBON AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
2. THE REMOVAL OR DISTURBANCE OF ANY VEGETATIVE COVER, I.E. TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT DEAD, DISEASED OR DYING AND INVASIVE VEGETATION MAY BE REMOVED AT THE DISCRETION OF THE LANDOWNER, AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, SILVERBURN TOWNSHIP, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
3. GRADING BY DOMESTICATED ANIMALS, I.E. HORSES, COWS, ETC., IS PROHIBITED.
4. THE INTRODUCTION OF EXOTIC PLANTS NOT APPROPRIATE TO THE SYSTEMS ENVIRONMENT OF THE PRESERVATION AREAS IS PROHIBITED.
5. FORDS MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE TOWN OF LISBON AND, IF APPLICABLE, WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
6. CONSTRUCTION OF BUILDINGS IS PROHIBITED.
7. 50' IMPERVIOUS SETBACK FOR ISOLATED WETLANDS AND 75' IMPERVIOUS SETBACK FOR BANK RIVER FLOODPLAIN. ANY AGREEMENTS WITHIN THESE SETBACKS MUST BE REVIEWED AND APPROVED BY THE TOWN OF LISBON.
8. THE ABOVE RESTRICTIONS SHALL NOT PRECLUDE THE DEVELOPMENT OF A RECREATIONAL TRAIL, IF AUTHORIZED BY THE TOWN OF LISBON, WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS, IF APPLICABLE.

TOWN ZONING - R-1, U-C AND C-1 WITH PUD OVERLAY.
MINIMUM FRONT 120 FEET
MINIMUM LOT SIZE 30,000 SQ. FT.
MINIMUM FRONT SETBACK = 50 FEET
MINIMUM SIDE YARD SETBACK = 20 FEET
MINIMUM REAR YARD SETBACK = 20 FEET
FLOORPLAN SETBACK = 20 FEET
WORN WETLAND SETBACK = 50 FEET
50 FEET FOR BUILDINGS
NOTE: ZONING CATEGORIES ARE SUBJECT TO CHANGE IN FUTURE
WAUKESHA COUNTY ZONING IS R-2, A-F, C-C AND C-1

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

Certified _____, 2015
Department of Administration



LEGEND
○ - INDICATES A 2.375"X18" IRON PIPE WEIGHING 3.65 LBS/FT., SET
● - INDICATES IRON PIPE FOUND
○ - ALL OTHER CORNERS ARE MONUMENTED BY A 1"X18" IRON PIPE WEIGHING 1.68 LBS/FT.

SEASONAL HIGH GROUND WATER TABLE

LOT	ELEV. SHIRT	WETLAND ELEVATION
1	NONE FND.	966.5
2	NONE FND.	966.0
3	NONE FND.	966.5
4	NONE FND.	966.0
5	975.5	971.5
6	973.3	974.8
7	972.3	975.5
8	973.0	976.0
9	NONE FND.	966.5
10	977.5	981.0
11	974.2	977.5
12	NONE FND.	976.5
13	968.0	972.0
14	964.3	966.5
15	965.5	971.5
16	NONE FND.	966.5
17	NONE FND.	976.5
18	NONE FND.	966.5
19	NONE FND.	966.5
20	NONE FND.	966.5

100% FLOODPLAIN PER FEMA PANEL # 504330008H COMMUNITY # 55049H EFFECTIVE DATE: 11/05/2014 ELEVATION: 967.5

2- FEET VERTICAL FROM 100-YEAR FLOOD PLAN ELEVATION: 963.5

PRIMARY ENVIRONMENTAL CORRIDOR CONDUCTED BY SENNIC OCTOBER 13, 2009

WAUKESHA COUNTY DELINEATED SHORE AND JURISDICTION 300' FROM HWM

100% FLOODPLAIN PER FEMA PANEL # 504330008H COMMUNITY # 55049H EFFECTIVE DATE: 02/16/2014 ELEVATION: 961.0

2- FEET VERTICAL FROM 100-YEAR FLOOD PLAN ELEVATION: 963.0

100% FLOODPLAIN PER FEMA PANEL # 504330008H COMMUNITY # 55049H EFFECTIVE DATE: 02/16/2014 ELEVATION: 961.0

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON SHEET 1 OF 2

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN WAUKESHA COUNTY

I, CHRISTOPHER JACKSON, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 19 EAST IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 4 THENCE SOUTH 89°47'47" WEST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 300.00 FEET; THENCE SOUTH 0°27'39" WEST 50.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF C.S.M. 107 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0°27'39" WEST 306.00 FEET; THENCE NORTH 89°47'47" EAST 200 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 4; THENCE SOUTH 89°27'39" WEST ALONG SAID EAST LINE 1,324.56 FEET TO THE NORTH RIGHT-OF-WAY OF TOMAHAWK DRIVE; THENCE SOUTH 89°27'39" WEST ALONG THE NORTH PROPERTY LINE OF BARK RIVER COUNTRY MEADOWS SUBDIVISION 1,300.71 FEET; THENCE NORTH 0°27'39" EAST ALONG THE EAST PROPERTY LINE OF BARK RIVER COUNTRY MEADOWS SUBDIVISION 1,316.34 FEET TO THE SOUTHWEST CORNER OF LOT 4 C.S.M. NO. 2466; THENCE NORTH 89°47'47" EAST ALONG THE SOUTH LINE OF SAID C.S.M. 143.88 FEET TO THE SOUTHWEST CORNER OF C.S.M. NO. 1317; THENCE NORTH 0°27'47" EAST ALONG THE EAST LINE OF SAID C.S.M. 345.89 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF C.S.M. 107; THENCE NORTH 89°47'47" EAST ALONG SAID SOUTH RIGHT-OF-WAY 375.58 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 42.86 ACRES MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF COLGATE INVESTMENTS LLC, OWNER OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE SUBDIVISION REGULATIONS OF THE TOWN OF LISBON IN SURVEYING, DIVIDING, AND MARKING THE SAME.

DATED THIS ____ DAY OF _____, 2015.

CHRISTOPHER JACKSON REGISTERED LAND SURVEYOR, S-2851 STATE OF WISCONSIN

CORPORATE OWNER'S CERTIFICATE

COLGATE INVESTMENTS, LLC, A LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY WRITING OF THE STATE OF WISCONSIN AS OWNER OF SAID LANDS, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JACK LETZLA, PRESIDENT AT _____, WISCONSIN, THIS ____ DAY OF _____, 2015.

JACK LETZLA, PRESIDENT WAUKESHA COUNTY

STATE OF WISCONSIN WAUKESHA COUNTY

ON THIS ____ DAY OF _____, 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED JACK LETZLA, HUSBAND OR SEPARATED TO BE THE PRESIDENT OF COLGATE INVESTMENTS LLC, OWNER OF SAID LANDS, THAT THEY EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH INSTRUMENT IS A FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE SUCH INSTRUMENT.

WITNESSES MY HAND AND OFFICIAL SEAL HERETO, AFFIRMED THE DAY, MONTH AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

DATED THIS ____ DAY OF _____, 2015.

NOTARY PUBLIC STATE OF WISCONSIN MY COMMISSION EXPIRES: _____

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY COLGATE INVESTMENTS LLC, GRANTOR, TO WISCONSIN ELECTRIC POWER COMPANY AND WISCONSIN GAS, LLC, WISCONSIN CORPORATIONS DOING BUSINESS AS MC ENERGEAS, GRANTEE.

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS IS SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THESE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BETWEEN THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THERON, OR ON ADJACENT LOTS, ALSO THE RIGHT TO RUN OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SURVEYED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEE AGREES TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEE OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. UNBIDDINGLY SHALL NOT BE PLACED OVER ANY FACILITIES OR ON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SURVEYED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT WRITTEN CONSENT OF GRANTEE.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

RIVER GLEN SUBDIVISION

PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWN 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN.

PLAN COMMISSION APPROVAL:

APPROVED, THAT THIS PLAN OF RIVER GLEN OF LISBON, IN THE TOWN OF LISBON, IS HEREBY RESOLVED BY THE PLAN COMMISSION.

APPROVED AS OF THE ____ DAY OF _____, 2015.

DATE: _____ SIGNED: JOSEPH OSTRIMAK, CHAIRMAN

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE PLAN COMMISSION OF THE TOWN OF LISBON.

DATE: _____ SIGNED: MATTHEW JANECKE, TOWN CLERK

TOWN BOARD APPROVAL:

RESOLVED THAT THIS PLAN OF RIVER GLEN, IN THE TOWN OF LISBON, IS HEREBY APPROVED BY THE TOWN BOARD.

ALL CONDITIONS HAVE BEEN MET AS OF THE ____ DAY OF _____, 2015.

DATE: _____ SIGNED: JOSEPH OSTRIMAK, CHAIRMAN

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF LISBON.

DATE: _____ SIGNED: MATTHEW JANECKE, TOWN CLERK

CERTIFICATE OF TOWN TREASURER:

STATE OF WISCONSIN WAUKESHA COUNTY

I, REBECCA PLOTCHER, BEING THE DULY APPOINTED, QUALIFIED AND ACTING TOWN TREASURER OF THE TOWN OF LISBON, DO HEREBY CERTIFY THAT WITH ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENT AS OF _____ ON ANY OF THE LANDS INCLUDED IN THIS SUBDIVISION PLAT.

DATE: _____ SIGNED: REBECCA PLOTCHER, TOWN TREASURER

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN WAUKESHA COUNTY

I, PAMELA REEVES, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF WAUKESHA COUNTY, WISCONSIN DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE, SHOW NO UNDEVELOPED TAX SALE AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENT AS OF _____ ON ANY OF THE LANDS INCLUDED IN THIS SUBDIVISION PLAT.

DATE: _____ SIGNED: PAMELA REEVES, COUNTY TREASURER

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE:

THE ABOVE, WHICH HAS BEEN FILED FOR APPROVAL AS REQUIRED BY CHAPTER 236, M. STATUS AND WAUKESHA COUNTY SHORELAND AND FLOODLAND SUBDIVISION CONTROL ORDINANCE, IS HEREBY APPROVE ON THIS ____ DAY OF _____, 2015.

DALE SHAWER, DIRECTOR

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE:

THE ABOVE, WHICH HAS BEEN FILED FOR APPROVAL AS REQUIRED BY CHAPTER 236, M. STATUS AND WAUKESHA COUNTY SHORELAND AND FLOODLAND SUBDIVISION CONTROL ORDINANCE, IS HEREBY APPROVE ON THIS ____ DAY OF _____, 2015.

DALE SHAWER, DIRECTOR

PLAN COMMISSION EXTRAJURISDICTIONAL APPROVAL:

APPROVED, THAT THIS PLAT, IN THE TOWN OF LISBON, IS HEREBY APPROVED BY THE PLAN COMMISSION.

DATE: _____ SIGNED: JAMES OTTO, CHAIRMAN

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE PLAN COMMISSION OF THE VILLAGE OF RICHFIELD.

DATE: _____ SIGNED: LAURA JOHNSON, DEPUTY CLERK

VILLAGE BOARD EXTRAJURISDICTIONAL APPROVAL:

RESOLVED THAT THE PLAT, IN THE TOWN OF LISBON, IS HEREBY APPROVED BY THE VILLAGE BOARD.

DATE: _____ SIGNED: JIM HEALY, VILLAGE ADMINISTRATOR

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD.

DATE: _____ SIGNED: LAURA JOHNSON, DEPUTY CLERK

LINE TABLE

Table with columns: LINE, LENGTH, BEARING. Contains 50 line items for the subdivision.

LINE TABLE

Table with columns: LINE, LENGTH, BEARING. Contains 50 line items for the subdivision.

CURVE TABLE

Table with columns: CURVE, LENGTH, RADIUS, CHORD, CHORD DIRECTION, CENTRAL ANGLE, TANGENT IN, TANGENT OUT.

CURVE TABLE

Table with columns: CURVE, LENGTH, RADIUS, CHORD, CHORD DIRECTION, CENTRAL ANGLE, TANGENT IN, TANGENT OUT.



Table with columns: LINE, LENGTH, BEARING. Contains 50 line items for the subdivision.

CJE NO.: 0919RPLAT JUNE 16, 2015

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON SHEET 2 OF 2

7 f



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7F

MEETING DATE: July 23, 2015

SUBJECT: Temporary Operator License renewals
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Laura Johnson, Deputy Clerk

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE TEMPORARY OPERATOR LICENSES RENEWALS FOR AUGUST 21-23, 2015?

ISSUE SUMMARY:

Each year we have temporary operator licenses that need to be approved which are typically in the summer and fall months. All applicants included in this packet have filled out the proper forms and paid all applicable fees.

Deputy Michael Anderson has reviewed the renewals, and has no reservations in granting any of these licenses.

FISCAL IMPACT:

REVIEWED BY:

Village Deputy Treasurer

Initial Project Costs: None
Future Ongoing Costs: None
Physical Impact (on people/space): None
Residual or Support/Overhead/Fringe Costs: None

ATTACHMENTS:

- 1. List of temporary operator licenses to be renewed
2. Memo dated July 10, 2015 from Deputy Anderson

STAFF RECOMMENDATION:

Motion to approve the temporary operator licenses renewals for 2015 per the attached list.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Handwritten signatures of Village Staff Member and Village Administrator

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

T2015	Last Name	First Name	Address	City	State	Zip	Establishment
1	Domrois	Daniel	3708 Far Hill Lane	Richfield	WI	53076	Richfield Fire Co.
2	Hetzer	Tod	614 Colgate Road	Colgate	WI	53017	Richfield Fire Co.
3	Kohl	Terry	1388 Mayfield Road	Hubertus	WI	53033	Richfield Fire Co.
4	Leininger	Donald	1045 Hickory Hill Parkway	Hubertus	WI	53033	Richfield Fire Co.
5	Mosey	Diane	2314 Hillside Road	Richfield	WI	53076	Richfield Fire Co.
6	Neu	Daniel	783 N. Lakeview Road	Hubertus	WI	53033	Richfield Fire Co.
7	Neu	Lori	783 N. Lakeview Road	Hubertus	WI	53033	Richfield Fire Co.
8	SanFelippo	Richard	3163 Skyline Drive	Hubertus	WI	53033	Richfield Fire Co.
9	Schmitt	Larry	3030 Polk Street	Richfield	WI	53076	Richfield Fire Co.
10	Schmitt	Susan	3030 Polk Street	Richfield	WI	53076	Richfield Fire Co.
11	Storms	Richard	3322 Mount Lane	Hubertus	WI	53033	Richfield Fire Co.
12	Tuinstra	David	3035 Bark Lake Road	Hubertus	WI	53033	Richfield Fire Co.
13	Schmitz	John	2937 Maple Terrace	Germantown	WI	53022	Richfield Fire Co.



SHERIFF'S DEPARTMENT

DALE K. SCHMIDT, SHERIFF

DATE: 10 JULY 2015

TO: RICHFIELD VILLAGE BOARD

FROM: DEPUTY MICHAEL ANDERSON

RE: APPLICATIONS FOR TEMPORARY OPERATOR RENEWAL LICENSES

Village Board,

I have reviewed the attached list of Temporary Operator Renewals and have no issues.

Respectfully Submitted,

Deputy Michael Anderson 452/1081



500 N. Schmidt Road, P.O. Box 1986, West Bend, WI 53095-

Phone: (262) 335-4378, Fax: (262) 335-4429

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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

79

MEETING DATE: July 23, 2015

SUBJECT: Auditing Services – Kerber Rose
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO AUTHORIZE THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT FOR AUDITING SERVICES WITH KERBER ROSE?

ISSUE SUMMARY:

Over the last three (3) years the Village has utilized Kerber Rose out of Shawano, Wisconsin for professional auditing services. This past year was the Village's last contractual year with Kerber Rose. Staff has negotiated a subsequent contract with Kerber Rose whereby they've agreed to only increase the amount paid during the last two years of the contract, 2016 and 2017, by a nominal amount of \$100 per year.

The objective of an 'audit' is to receive an unbiased expression of opinions as to whether the Village's financial statements are fairly presented, in all material respects, and is in conformity with generally accepted accounting principles. Audits include examining, on a test basis, evidence supporting the amounts and disclosures in our financial statements. They help ensure that financial statements are free of material misstatement, whether from 1) errors, 2) fraudulent financial reports, 3) misappropriation of assets, or 4) violations of laws or governmental regulations.

During my tenure with the Village, I have witnessed first-hand the professionalism, thoroughness and inquisitive nature of this firm when conducting our Village audits. It is the opinion of Staff that they provide a value to Staff that goes well beyond the \$10,900 budgeted each year. They are accessible and work in concert well with Staff as our Deputy Treasurer found out this year.

FISCAL IMPACT:

REVIEWED BY: _____
Village Deputy Treasurer

Initial Project Costs: \$10,900
Future Ongoing Costs: \$11,000 - \$11,100
Physical Impact (on people/space): N/A
Residual or Support/Overhead/Fringe Costs: Administrative time

ATTACHMENTS:

- Proposed contractual agreement between the VOR and Kerber Rose, dated May 17, 2015

STAFF RECOMMENDATION:

Motion to authorize the Village Administrator to enter into contract with Kerber Rose for auditing services for 2015-2017, for amounts per year as indicated in the contract.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Village Staff Member

Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____



KerberRose

Certified Public Accountants

May 17, 2015

To the Village Board
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

We are pleased to confirm our understanding of the services we are to provide Village of Richfield for the years ended December 31, 2015, 2016 and 2017. We will audit the financial statements of the governmental activities and each major fund which collectively comprises the basic financial statements of Village of Richfield as of and for the years ended December 31, 2015, 2016 and 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Village of Richfield's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Village of Richfield's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies Village of Richfield's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and Individual Non-Major Fund Statements

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Detailed Budgetary Comparison Schedules

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Village of Richfield's financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Village of Richfield's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will prepare a draft of your financial statements and related notes.

We will also prepare the Financial Report Form C of Village of Richfield in conformity with the form prescribed by the Wisconsin Department of Revenue based on information provided by you.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit in mid to late February and to issue our reports no later than May 15. Karen Kerber, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$10,900, \$11,000 and \$11,100 for the years ended December 31, 2015, 2016 and 2017, respectively. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In addition, your account will be assessed interest at the rate of 1% per month until paid in full.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to Village of Richfield and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



KerberRose SC

RESPONSE:

This letter correctly sets forth the understanding of the Village of Richfield.

By: _____

Title: _____

Date: _____

		2013	2014	2014	2015		%
DEPUTY TREASURER		ACTUAL	BUDGET	AS OF 6/30	Proposed Budget	DIFFERENCE	CHANGE
10 51520 100	SALARIES	51,711.00	52,808.00	26,150.00	53,335.00	527.00	1%
10 51520 121	PT OFFICE-TAX COLLECTION	2,768.00	29,888.00	12,575.00	40,400.00	10,512.00	35%
10 51520 130	SOCIAL SECURITY	3,917.00	6,326.00	3,907.00	7,171.00	845.00	13%
10 51520 131	HEALTH INSURANCE	10,841.00	13,333.00	5,490.00	13,990.00	657.00	5%
10 51520 132	PENSION	3,446.00	5,097.00	2,699.00	6,562.00	1,465.00	29%
10 51520 211	AUDIT	10,000.00	10,750.00	2,500.00	10,900.00	150.00	1%
10 51520 250	WEIGHTS AND MEASURES	2,400.00	2,500.00	2,400.00	2,500.00	0.00	0%
10 51520 299	COMPUTER SUPPORT	3,275.00	3,285.00	0.00	3,285.00	0.00	0%
10 51520 320	DUES AND MEMBERSHIPS	200.00	350.00	75.00	120.00	-230.00	-66%
10 51520 321	SEMINARS AND TRAINING	69.00	0.00	136.00	1,725.00	1,725.00	100%
	TOTAL	88,627.00	124,337.00	55,932.00	139,988.00	15,651.00	12.59%

7 h



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7h

MEETING DATE: July 23, 2015

SUBJECT: 2015 Crack Filling Program
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO AUTHORIZE THE PUBLIC WORKS SUPERVISOR TO EXECUTE A CONTRACT FOR CRACK-FILLING SERVICES WITH FAHRNER ASPHALT?

ISSUE SUMMARY:

In the 2015 Village Budget, the Highway Department budgeted \$24,000 under the line item "Major Repair and Construction" for crack filling. During the month of May the Village solicited bids from area contractors to perform crack-filling throughout the Village on our 156 miles of road. Our notice was also posted on the Village's website for four (4) weeks. The Village accepted quotes through June 8th at 10:00am. Two quotes were received. One quote from Thunder Road Asphalt out of Oconomowoc and a second from Fahrner Asphalt Sealers, LLC out of Plover.

Fahrner Asphalt Sealers, LLC came in the cheapest at \$1.50 per pound, \$0.50 cheaper per pound than Thunder Road. Fahrner has also agreed to provide a three (3) year warranty for their services for all newly routed cracks. The Village has previously worked with Fahrner, but the last two (2) years we have utilized Crack Filling Services for our road maintenance program.

Crack filling is an important aspect of the Village's road maintenance program because water is so very destructive. Due to the rain and snow the State of Wisconsin endures, the vast majority of communities in Wisconsin (and our region) use crack filling to prevent water intrusion into our pavements. Filling or sealing pavement cracks to prevent water from entering the base and subbase will extend the pavement life and ultimately, save taxpayer dollars. Filling cracks and joints with asphalt materials is not a new practice. But rather, these types of repair techniques have been commonplace practices for decades. The asphalt materials are intended to fill the crack and keep most of the water out of the pavement. When water is kept out, pavement deterioration is retarded. Because roads expand and contract with seasonal temperature changes, cracks and joints are always forming, which is why this is an important annual program in the Village of Richfield.

The roads selected this year for crack filling will be those chosen off of the soon-to-be-completed 2015 PASER Ratings as required by the State of Wisconsin's Department of Transportation. Public Works Supervisor Schmitt will be working with the chosen contractor on those roads which he feels ought to be the Village's highest priority.

FISCAL IMPACT:

REVIEWED BY: Village Deputy Treasurer

Initial Project Costs: \$24,000
Future Ongoing Costs: Variable
Physical Impact (on people/space): Improved infrastructure
Residual or Support/Overhead/Fringe Costs: Administrative time

ATTACHMENTS:

- 1. Fahrner Asphalt Sealers, LLC RFP Bid Package

STAFF RECOMMENDATION:

Motion to authorize Public Works Supervisor Schmitt to enter into an agreement with Fahrner Asphalt Sealers, LLC for crack filling services in the Village of Richfield at a cost not to exceed \$24,000.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

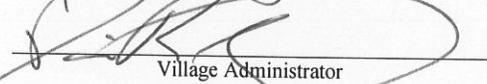
7h

MEETING DATE: July 23, 2015

SUBJECT: 2015 Crack Filling Program
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Jim Healy, Village Administrator



Village Staff Member



Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____



Village of Richfield

2015 Crack Sealing Bid Form

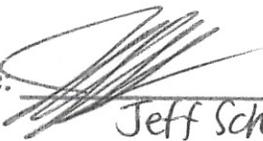
\$ 1.50 Per Pound Crack Seal Applied

Contractor: Fahrner Asphalt Sealers, LLC

Address: 2800 Mecca Dr. Plover WI 54467

Phone: 920-759-1008

Contact Person: Bill Glatz, Jr.

Signature:  Jeff Schuh Date: 5/29/15

The Village reserves the right to reject any and all bids.

The Village reserves the right to increase or decrease quantities and add or delete roads for budget purposes.

Fill out, sign and return this bid form along with bid bond and references in a sealed envelope no later than 10 a.m. on Monday, June 8th, 2015.

Mark lower left corner of envelope "Sealed Bid, Crack Sealing".

Corporate Office
2800 Mecca Drive
Plover, WI 54467



phone 715.341.2868
800.332.3360
fax 715.341.1054

June 8, 2015

Village of Richfield,

2015 Crack Sealing Warranty:

Fahrner Asphalt Sealers, LLC. will provide a three (3) year warranty that all newly routed cracks will remain sealed. The warranty is for the sealing of the routed reservoir that has been filled. The warranty does not include the band aid over-band, which will wear off in time. The warranty does not apply to non routed cracks, previously sealed cracks that are touched up, or any edge or alligator cracked areas that are filled.

Thank you,

Bill Glatz, Jr.
Project Manager

◆	◆	◆	◆	◆	◆
6615 US Hwy 12 W Eau Claire, WI 54703 phone 715.874.6070 800.497.4907 fax 715.874.6717	860 Eastline Road Kaukauna, WI 54130 phone 920.759.1008 800.261.1900 fax 920.759.1019	316 Raemisch Road Waunakee, WI 53597 phone 608.849.6466 800.898.2102 fax 608.849.6470	7680 Commerce Park Section C Dubuque, IA 52002 phone 563.556.6231 fax 563.588.1240	2224 Veterans Memorial Pkwy Saginaw, MI 48601 phone 989.752.9200 fax 989.752.9205	7500 Hudson Blvd., Ste 305 (Minnesota office) Oakdale, MN 55128 phone 651.340.6212 110 651.340.6221

Corporate Office
2800 Mecca Drive
Plover, WI 54467



Pavement Maintenance Contractors
EEO/AA Employer

phone 715.341.2868
800.332.3360
fax 715.341.1054

CRACK SEAL REFERENCES

Various Roads

City of Wauwatosa
Phil Pyne
414-479-8928

City of Mequon
Tim Weyker
262-242-3100

City of Madison
Steve Sonntag
608-267-1997

City of Greenfield
Dan Ewert
414-761-5372

◇
6615 US Hwy 12 W
Eau Claire, WI 54703
phone 715.874.6070
800.497.4907
fax 715.874.6717

◇
860 Eastline Road
Kaukauna, WI 54130
phone 920.759.1008
800.261.1900
fax 920.759.1019

◇
316 Raemisch Road
Waunakee, WI 53597
phone 608.849.6466
800.898.2102
fax 608.849.6470

◇
7680 Commerce Park
Section C
Dubuque, IA 52002
phone 563.556.6231
fax 563.588.1240

◇
2224 Veterans Memorial Pkwy
Saginaw, MI 48601
phone 989.752.9200
fax 989.752.9205

◇
7500 Hudson Blvd., Ste 305
(Minnesota office)
Oakdale, MN 55128
phone 651.340.6212
111 651.340.6221



420 N. Roosevelt Ave. • Chandler AZ 85226
 1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
 www.crafco.com

PRODUCT DATA SHEET

ROADSAVER 221

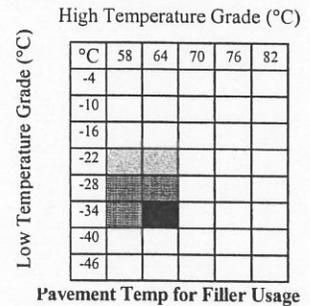
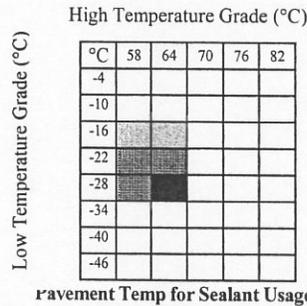
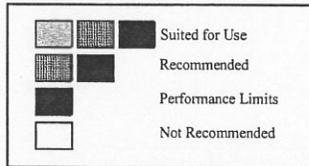
PART NO. 34221

DECEMBER 2011

READ BEFORE USING THIS PRODUCT

GENERAL Crafco RoadSaver 221 sealant is a hot-applied asphalt based product used to seal and fill cracks and joints in asphalt or portland cement concrete pavements in moderate to cold climates. RoadSaver 221 is supplied in solid form which when melted and properly applied forms a resilient, adhesive and flexible compound that resists cracking in the winter and is resistant to flow and pick-up at summer temperatures. RoadSaver 221 is used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed melter applicators or pour pots. At application temperature RoadSaver 221 is a free flowing, self-leveling product. RoadSaver 221 is a widely used, excellent performing sealant that has been a quality Crafco product for 25 years. VOC = 0 g/l.

USAGE GUIDELINES RoadSaver 221 pavement temperature performance limits are 64-28 for crack sealing and 64-34 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.



SPECIFICATION CONFORMANCE RoadSaver 221 meets all requirements of ASTM D6690 (AASHTO M324), Type II, "Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements", (formerly ASTM D3405 and AASHTO M301). It also exceeds requirements of ASTM D6690 (AASHTO M324), Type I, (formerly ASTM D1190, AASHTO M173), and Federal Specification SS-S-164.

Test	ASTM D6690 (AASHTO M324) Type II Spec. Limits
Cone Penetration	90 max.
Flow	3mm max.
Softening Point	176°F (80°C) min.
Resilience	60% min.
Bond, -20°F (-29°C), 50% ext.	Pass 3 cycles
Asphalt Compatibility	Compatible
Minimum Application Temperature	380°F (193°C)
Maximum Heating Temperature	400°F (204°C)

INSTALLATION The specific gravity of Crafco RoadSaver 221 is 1.26 at 60°F. Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm²) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

WARRANTY Crafco, Inc. warrants that Crafco products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**

©2011, Crafco, Inc., All Rights Reserved

7 i



VILLAGE OF RICHFIELD
 VILLAGE BOARD COMMUNICATION FORM

7i

MEETING DATE: July 23, 2015

SUBJECT: 2016 Plow Tuck #19 Replacement - Intent to purchase
 DATE SUBMITTED: July 16, 2015
 SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO AUTHORIZE THE DEPUTY TREASURER TO SEND A LETTER OF INTENT TO PURCHASE TO LAKESIDE INTERNATIONAL TRUCKS BASED ON THE VILLAGE'S ADOPTED 2016 CIP?

ISSUE SUMMARY:

On May 21, 2015 the Village Board adopted the 2016-2020 Capital Improvement Program (CIP). Outlined in the adopted CIP are the major capital purchases the Village intends to make over the course of the next five (5) years. An important component of this plan is the Equipment Replacement Schedule, which lays out the Village's plan to save for equipment/vehicles over the course of several years. In 2016, the Village is prepared to purchase a new plow truck in an effort to replace in our fleet our oldest active truck, a 21 year old 2554 IH, with 64,261 miles and 5,604 operating hours.

Public Works Supervisor Schmitt has informed Deputy Treasurer Schmitt and me that with a "letter of intent" to purchase, Lakeside International Trucks in West Bend will be willing to honor the purchase price of our last truck, \$91,797. The other two bids the Village received were for ~\$99,000 and ~\$165,000 from Kriete Trucks Center in Milwaukee. The letter would state nothing more than the fact that the Village Board previously approved the CIP for 2016 which includes the purchase of a new plow truck at an estimated price of \$169,000.

The impetus for sending this "letter of intent" is so that the Village can be assured it will be able to obtain one of the few exhaust gas recirculation (ERG) engines Lakeside International has left. Once those engines are sold out, the Village will be required by the federal government to purchase trucks with a "urea" engine. While the costs of such an engine may be nominal, >\$5,000, this will require different parts than the ones we currently have stocked for the rest of our fleet. Eventually all of the Village's newly purchased vehicles will have to have a urea component, but if we are able to put off purchasing vehicles with them that would be the preferred recommendation of our Village Mechanic.

FISCAL IMPACT:

REVIEWED BY: _____
 Village Deputy Treasurer

Initial Project Costs: ~\$91,000
 Future Ongoing Costs: Variable
 Physical Impact (on people/space): N/A
 Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:

1. Insert sheets from the adopted 2016-2020 CIP (pages 15-16 & 21)
2. Lakeside International Trucks, chassis RFP submittal

STAFF RECOMMENDATION:

Motion to authorize Deputy Treasurer Schmitt to formally engage Lakeside International Trucks in West Bend with a "letter of intent" to purchase a plow truck in 2016, per the adopted 2016-2020 CIP and the assumed adoption of the 2016 Village Budget.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
 BOARD ACTION TAKEN



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7i

MEETING DATE: July 23, 2015

SUBJECT: 2016 Plow Tuck #19 Replacement - Intent to purchase
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Jim Healy, Village Administrator

Village Staff Member

Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____



Appendix A
Village of Richfield Vehicle and Equipment Status Report

Vehicle #	Year Purchased	Model	Years of Use	Life Expect.	2013 Miles	2013 Hours	2014 Miles	2014 Hours
1	2007	F-350	8 yr.	10 yr.	52,571		63,125	
2	1962	OSHKOSH	53 yr.	12 yr.		865	8,565	
3	1996	2554 IH	19 yr.	12 yr.	47,827		49,518	
4	2014	FORD ESCAPE	1	Lease			18,300	
5	2009	7400 ICH	6 yr.	12 yr.	25,407		28,108	2,063
6	2006	7400 ICH	9 yr.	12 yr.	23,666		25,546	2,093
7	2003	7400 ICH	12 yr.	12 yr.	28,611		29,902	
8	1999	F-550 4X4	16 yr.	10 yr.	39,694		41,252	
9	1971	OSHKOSH	44 yr.	12 yr.		931	2,241	938
10	2000	2554 ICH	15 yr.	12 yr.	30,898		32,297	2,580
11	1998	2554 ICH	17 yr.	12 yr.	29,442		31,544	2,656
12	1999	2554 ICH	16 yr.	12 yr.	71,013		72,818	6,535
13	2003	F-350	12 yr.	10 yr.	68,306		73,739	
14	2014	FORD ESCAPE	1	Lease			14,998	
15	2013	FORD FOCUS	2 yr.	8 yr.	3,743		8,658	
16	2013	7400 ICH	2 yr.	12 yr.			12,695	897
17	2001	6310 TRACTOR	14 yr.	15 yr.		4,250		4,421
18	2009	JD GATOR	6 yr.	8 yr.		638		783
19	1994	2554 IH	21 yr.	12 yr.	62,633		64,261	5,604
21	2008	S-250 BOBCAT	7 yr.	12 yr.		1,134		1,300
22	1999	JD MOWER	16 yr.	8 yr.		1,084		1,126
23	2006	VEMEER CHIPPER	9 yr.	15 yr.		648		715
24	2006	4720 TRACTOR	9 yr.	15 yr.		1,902		2,161
25	2010	F-250 4X4	5 yr.	10 yr.	30,174		3,3739	
26	2010	7400 ICH	5 yr.	12 yr.	15,157		17,092	1,162
27	2014	7400 ICH	1	12 yr.				
28	2003	JD BUNKER RAKE	12 yr.	8 yr.				1,377
36	2006	BOMAG ROLLER	9 yr.	15 yr.		277		295
37	2005	TORO MOWER	10 yr.	8 yr.		2,211		2,510

A new maintenance cost system was implemented January 1st of 2015. The Village of Richfield's 2017-2021 Capital Improvement Plan will accurately reflect those maintenance costs.**

Truck Number	Year Purchased	Useful Life	End of Useful Life	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
#8 F-550 \$43,200 YTD	1999	10	2009															
#19 2554 Plow	1994	12	2006	\$56,606	\$169,818													
#3 2554 Plow	1996	12	2008	\$34,990	\$34,990	\$34,990	\$174,951											
#11 2554 Plow	1998	12	2010	\$30,040	\$30,040	\$30,040	\$30,040	\$30,040	\$180,239									
#12 2554 Plow	1999	12	2011		\$30,948	\$30,948	\$30,948	\$30,948	\$30,948	\$30,948	\$185,687							
#10 2554 Plow	2000	12	2012				\$31,883	\$31,883	\$31,883	\$31,883	\$31,883	\$31,883	\$191,299					
#7 7400 Plow	2003	12	2015						\$32,847	\$32,847	\$32,847	\$32,847	\$32,847	\$32,847	\$197,081			
#6 7400 Plow	2006	12	2018								\$33,840	\$33,840	\$33,840	\$33,840	\$33,840	\$33,840	\$203,038	
#5 7400 Plow	2009	12	2021										\$34,347	\$34,347	\$34,347	\$34,347	\$34,347	\$34,347
#26 7400 Plow	2010	12	2022											\$35,916	\$35,916	\$35,916	\$35,916	\$35,916
#16 7400 Plow	2013	12	2025														\$37,002	\$37,002
#27 7400 Plow	2014	12	2026															
#37 Toro Groundmaster	2005	8	2013	\$21,227	\$63,682													
#18 JD Gator	2009	8	2017						\$11,850									
#28 Bunker Rake	2003	8	2011			\$12,065												
#22 JD 925 Mower	1999	8	2007	\$6,644	\$6,644	\$19,930												
#13 F-350	2003	10	2013	\$8,091	\$8,091	\$8,091	\$40,457											
#25 F-250	2010	10	2020		\$7,325	\$7,325	\$7,325	\$7,325	\$29,300									
#1 F-350	2007	10	2017		\$10,420	\$10,420	\$10,420	\$10,420	\$41,680									
#23 Vermeer Chipper	2006	15	2021			\$10,735	\$10,735	\$10,735	\$10,735	\$42,940								
#21 Bobcat	2008	12	2020				\$11,265	\$11,265	\$11,265	\$33,795								
#36 Roller	2006	15	2021					\$7,068	\$7,068	\$7,068	\$7,068	\$28,271						
#17 JD 6310	2001	15	2016						\$21,116	\$21,116	\$21,116	\$21,116	\$21,116	\$105,579				
#24 JD 4720	2006	15	2021								\$8,745	\$8,745	\$8,745	\$8,745	\$8,745	\$43,727		
#15 Village Car	2013	8	2021								\$3,553	\$3,553	\$3,553	\$3,553	\$3,553	\$17,766		
Beginning Equipment Fund Balance				\$360,976	\$518,574	\$413,532	\$526,151	\$443,359	\$583,042	\$465,835	\$512,961	\$466,326	\$570,039	\$513,188	\$520,941	\$440,261	\$482,871	\$387,098
Total Capital Fund				\$157,599	\$128,458	\$144,614	\$132,616	\$139,684	\$145,861	\$123,861	\$139,051	\$131,984	\$134,448	\$113,332	\$116,401	\$104,103	\$107,265	\$107,265
Total Capital Fund				\$0	\$233,500	\$31,995	\$215,408	\$0	\$263,069	\$76,735	\$185,687	\$28,271	\$191,299	\$105,579	\$197,081	\$61,493	\$203,038	\$0
Year End Equipment Fund Balance				\$518,574	\$413,532	\$526,151	\$443,359	\$583,042	\$465,835	\$512,961	\$466,326	\$570,039	\$513,188	\$520,941	\$440,261	\$482,871	\$387,098	\$494,363

Village of Richfield Equipment Replacement Schedule



Village of Richfield, Wisconsin
Capital Improvement Plan
 2016 thru 2020

PROJECTS BY YEAR

Project Name	Department	Project #	Priority	Project Cost
2016				
Heritage Park - Stand alone playground fixtures	Parks and Recreation	P&R-16-001	2	12,500
Richfield Nature Park-Bridge	Parks and Recreation	P&R-16-002	1	7,500
Roadway Improvement 2016-Pleasant Hill Road	Public Works and Highway	PW&H-16-001	2	353,760
Roadway Improvement 2016-Scenic Road	Public Works and Highway	PW&H-16-002	2	498,216
Roadway Improvement 2016-Village Base Patching	Public Works and Highway	PW&H-16-003	2	50,000
Plow Truck No. 19 (1991)	Vehicle Replacement	VR-16-001	2	169,818
Toro Groundmaster Mower	Vehicle Replacement	VR-16-002	2	63,681
Total for 2016				1,155,475
2017				
Heritage Park-Swingset Feature	Parks and Recreation	P&R-17-001	3	6,000
Roadway Improvement 2017-Pleasant Hill Road	Public Works and Highway	PW&H-17-001	2	328,546
Roadway Improvement 2017-Scenic Road	Public Works and Highway	PW&H-17-002	2	322,050
Bunker Rake	Vehicle Replacement	VR-17-001	2	12,065
John Deere 925 Mower	Vehicle Replacement	VR-17-002	2	19,932
Total for 2017				688,593
2018				
Fireman's Park-Playground Equipment	Parks and Recreation	P&R-18-001	3	5,000
Roadway Improvement 2018-Elmwood Road	Public Works and Highway	PW&H-18-001	2	357,311
Roadway Improvement 2018-Elmwood Road	Public Works and Highway	PW&H-18-002	2	360,795
Salt Storage Facility	Public Works and Highway	PW&H-18-003	2	225,000
Plow Truck No. 3 (1996)	Vehicle Replacement	VR-18-001	2	174,950
1 Ton Dump Body, Truck No. 13 (2003)	Vehicle Replacement	VR-18-002	2	40,455
Total for 2018				1,163,511
2019				
Heritage Park-Tennis Court Resurface	Parks and Recreation	P&R-19-001	3	15,000
Roadway Improvement Pool	Public Works and Highway	PW&H-19-001	2	700,000
Total for 2019				715,000
2020				
Server & Battery Backup	Administration	A-20-001	1	18,206
Replacement of Village Computers	Administration	A-20-002	2	13,000
Nature Park-Paved Parking and Drive	Parks and Recreation	P&R-20-001	3	75,000
Roadway Improvement Pool	Public Works and Highway	PW&H-20-001	2	700,000
#11 Patrol (1998)	Vehicle Replacement	VR-20-001	3	180,240
#25 F-250	Vehicle Replacement	VR-20-002	3	29,300
#1 F-350 (2007)	Vehicle Replacement	VR-20-003	3	41,680
John Deere Gator	Vehicle Replacement	VR-20-004	3	11,850
Total for 2020				1,069,276



LAKESIDE

INTERNATIONAL TRUCKS

www.LakesideTrucks.com

DOUG PETSCH | Fleet Account Executive

6510 Aurora Rd., Suite B

West Bend, WI 53090

O: (262) 629-4600

C: (262) 305-6440

dpetsch@lakesidetrucks.com



RFP

Village of Richfield

2016 Single Axle Patrol Truck Chassis

\$ 91,797 .⁰⁰ AS PER QUOTE # 17

Vendor: LA KESIDE INTERNATIONAL TRUCKS

Address: 6510 AURORA RD WEST BEND WI 53

Phone: 262-629-4600

Contact Person: DOUG PETSCH

Signature: *Doug Petsch* Date: 6-30-15

The Village reserves the right to reject any and all bids.

SUBJECT TO ENGINE AVAILABILITY

Fill out, sign and return this bid form along with bid bond and references in a sealed envelope no later than 10 a.m. on Monday, July 6th, 2015.

Mark lower left corner of envelope "Single Axle Patrol Truck Chassis".

** SEE NOTES INSIDE*



Village of Richfield

2016 Single Axle 4x2 Patrol Truck Chassis

**** Chassis Only****

The Village of Richfield, Washington County, Wisconsin is accepting sealed bids for a 2016 or current model year Patrol Truck Chassis. Sealed bids are due at the Richfield Village Hall, 4128 Hubertus Road, Hubertus, WI 53033 no later than 10 a.m. on Monday, July 6th, 2015. At this time all bids will be opened and publicly read. Bids will be considered at the Thursday, July 23rd 2015 Village Board meeting. Contract documents including the terms and conditions of submitting bids, plan specifications, proposal forms and other necessary documents are on file at Village Hall. The Village reserves the right to reject any and all bids.

All questions should be directed to the Village of Richfield Public Works Supervisor, Adam Schmitt at (262)628-2260.

Faxed and e-mailed bids will not be accepted

Village of Richfield

2016 Single Axle 4x2 Patrol Truck Chassis

General Information

- Furnish the Village of Richfield with One (1) 2016 Single Axle 4x2 Patrol Truck Chassis with a requested GVWR: 39000. Calc. GVWR; 41000.

Minimum Specifications

FRAME

- **Chassis Dimension:**
 - o Wheelbase; 160, CA: 85.00, Axle to Frame: 130.00
- **Frame Rails:**
 - o Heat Treated Alloy Steel (120,000 PSI Yield); 10.866"x3.622"x0.433" (276.0mm x92.0mm x 11.1mm); 456.0: (11582mm) Maximum OAL
- **Crossmember, REAR:**
 - o AF (2)
- **Frame Extension, FRONT:**
 - o Integral; 20" in front of Grille
- **Bumper, FRONT:**
 - o Steel, Swept Back, Powder Coated Grey (Argent) Color
- **Tow Hook, FRONT:**
 - o (2) Frame Mounted
- **Tow Hook, REAR:**
 - o (2) Provided

AXLE

- Axle, FRONT-NON DRIVING:

- {Dana Spicer I-180W} Wide Track, I-Beam Type, 18,000-lb Capacity

***Notes: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front; Air Cam; Wheels; Tires.*

- Axle, REAR, SINGLE:

- {Dana Spicer S23-190} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, R Wheel Ends, Gear Ratio: 7.17

- Includes:

- REAR AXLE DRAIN PLUG, (1) Magnetic

*** Notes: The following features should be considered when calculating Rear GAWR: Rear Axle; Rear Suspension; Brake System; Brakes, Rear; Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.*

***Notes: When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Stability and Performance*

- Axle REAR Lube:

- {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints

SUSPENSION

- Suspension, FRONT, SPRING:

- Multileaf, Shackle Type; 18,000-lb Capacity; Less Shock Absorbers

- Includes:

- SPRING PINS; Rubber Bushings, Maintenance-Free

***Notes: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front; Air Cam; Wheels; Tires.*

- Install Additional (2) Extra Springs in Right (Passenger) Side

- Suspension, REAR, AIR, SINGLE:

- {Hendrickson PRIMAAX EX} 23,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers

*** Notes: The following features should be considered when calculating Rear GAWR: Rear Axle; Rear Suspension; Brake System; Brakes, Rear; Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.*

BRAKE SYSTEM

- **Brake System:**

○ AIR Dual System for Straight Truck Applications

▪ Includes:

- BRAKE LINES, Color and Size Coded Nylon
- DRAIN VALVE, Twist-Type
- DUST SHIELDS, Front Brake
- DUST SHIELDS, Rear Brake
- GAUGE, AIR PRESSURE, (2) Air 1 and Air 2 Gauges, Located in instrument panel
- PARKING BRAKE CONTROL, Yellow Knob, Located in instrument panel
- PARKING BRAKE VALVE, For Truck
- QUICK RELEASE VALVE, Bendix On Rear Axle, for Spring Brake Release
- SLACK ADJUSTERS, Front, Automatic
- SLACK ADJUSTERS, Rear, Automatic
- SPRING BRAKE MODULATOR VALVE, R-7

- **Brakes, FRONT, AIR CAM:**

- 16.5"x6", Includes 24 Ssqln Long Stroke Brake Chambers

- **Brake Chambers, FRONT AXLE:**

- {Bendix} 24 Ssqln

***Notes: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front; Air Cam; Wheels; Tires.*

- **Brakes, REAR, AIR CAM S-Cam:**
 - 16.5"x7.0", Includes 30/30 Sqn. Long Stroke Brake Chamber and Spring Actuated Parking Brake

- **Brake Chambers REAR AXLE:**
 - {Bendix EverSure} 30/30 Spring Brake

*** Notes: The following features should be considered when calculating Rear GAWR: Rear Axle; Rear Suspension; Brake System; Brakes, Rear; Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.*

- **Drain Valve:**
 - {Berg} Manual; With Pull Chain, for Air Tank
 - Includes:
 - Drain Valve Mounted in Wet Tank

- **Air Brake ABS:**
 - {Bendix Anti-Lock Brake System} Full Vehicle Wheel Control System (4-Channel) with Automatic Traction Control

- **Air Dryer:**
 - {Meritor Wabco System Saver 2000} with Heater, Located Inside Left Frame Rail, Back of Cab

- **Air Compressor:**
 - {Bendix Tu-Flo 550} 13.2 CFM Capacity

- **Air Tank:**
 - (2) Mounted Outside Right Rail, Under Cab, On Step Mounting Brackets

WHEELS & TIRES

- **Wheel, FRONT:**
 - Disc, 22.5"; Steel, 5 Hand Hole, 10-Stud (285.75mm BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims with Steel Hubs, with Vendor Applied Grey Powder Coat Paint

- **Tire, FRONT:**
 - o (2) 315/80R22.5 HSU2 (Continental) 4821 rev/mile, Load Range "L", 20 ply
- **Wheel, REAR:**
 - o Dual Disc, 22.5"; Steel, 2 Hand Hole, 10-Stud (285.75mm BC), Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims with .482" Thick Increased Capacity Disc and With Steel Hubs, with Vendor Applied Grey Powder Coat Paint
- **Tire, REAR:**
 - o (4) 11R22.5 HDR2 (Continental) 491 rev/mile, Load Range "H", 16 ply

ENGINE & EXHAUST

- **Engine, DIESEL:**
 - o EPA 2010, 330 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (max)
 - Includes:
 - AIR COMPRESSOR AIR SUPPLY LINE, Naturally-Aspirated (Air Brake Chassis Only)
 - ANTI-FREEZE, Red Rotella Extended Life Coolant; -40 Degrees F
 - COLD STARTING EQUIPMENT, Intake Manifold Electric Grid Heater with Engine ECM Control
 - CRUISE CONTROL, Electronic, Controls Integral to Steering Wheel
 - ENGINE OIL DRAIN PLUG, Magnetic
 - ENGINE SHUTDOWN, Electric, Key Operated
 - FUEL FILTER, Included with Fuel/Water Separator
 - FUEL/WATER SEPARATOR, Fuel/Water Separator and Fuel Filter in a Single Assembly; with Water-in-Fuel Sensor, Engine Mounted
 - GOVERNOR, Electronic
 - OIL FILTER, ENGINE, {Hudgins Model 960 Spinner} Spin-On Type
 - WET TYPE CYLINDER SLEEVES

- **Fan Drive:**
 - {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, with Residual Torque Device for Disengaged Fan Speed
 - Includes:
 - FAN, Nylon

- **Radiator:**
 - Aluminum, Front to Back Cross Flow, Series System; 1588 Sqn Charge Air Cooler and 470 Sqn Low Temperature Radiator Down Flow, Includes Transmission Oil Cooler
 - Includes:
 - DEAERATION SYSTEM, with Surge Tank
 - HOSE CLAMPS,RADIATOR HOSES, {Gates} Shrink Band Type; Thermoplastic Coolant Hose Clamps
 - RADIATOR HOSES, Premium, Rubber

- **Air Cleaner:**
 - Single Element, with Integral Snow Valve and In-Cab Control

- **Air Cleaner Restriction Gauge:**
 - Mounted on Air Cleaner

- **Throttle, Hand Control:**
 - Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

- **Block Heater, Engine:**
 - {Phillips} 120 Volt/1250 Watt; “Y” Cord from Socket in Standard Location, For a Dealer Installed Oil Pan Heater with Extended Life Coated Metal/Plastic/Metal Oil Pan
 - Includes:
 - BLOCK HEATER SOCKET, Receptacle Type; Mounted below Driver Side Door

- **Exhaust System:**
 - Single, Horizontal, Aftermarket Device From a Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard

- Includes:
 - EXHAUST HEIGHT, 10' Exhaust Height – Based on Empty Chassis with Standard Components (+ or – 1" Height)
 - MUFLER/TAIL PIPE GUARD, Non-Bright Finish
- **Tail Pipe:**
 - (1) Turnback Type, Bright, for Single Exhaust

TRANSMISSION

- **Transmission, AUTOMATIC:**
 - {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6 Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
- **Transmission Oil:**
 - Synthetic; 29 thru 42 Pints
- **Allison Spare Input/Output:**
 - For Rugged Duty Series (RDS); General Purpose Trucks, Construction
- **Transmission Shift Control:**
 - {Allison} Bump Shifter Type; for Allison 3000 & 4000 Transmission
- **Transmission TCM Location:**
 - Located Inside Cab
- **Shift Control Parameters:**
 - Allison 3000 & 4000 Series Transmissions, 5th Generation Controls, with EcoCal and Dynamic Shift Sensing (FuelSense Basic)
- **Clutch:**
 - Omit Item (Clutch & Control)

CAB & INTERIOR

- **Cab:**

- Conventional (Regular Cab)

- **Cab REAR Suspension:**

- Air Bag Type

- **Cab Interior:**

- Premium Interior - *NOT PREMIUM, DELUXE INTERIOR
SEE PAGE 7 of Quote*

- Includes:

- ARM REST, (2) Molded Plastic; One Each Door.
- ARM REST, Right, Drivers Seat
- COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window
- CUP HOLDERS, (2) Located in Lower Center of Instrument Panel
- DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted
- GLASS, All Windows Tinted
- WINDOW, Power (2) Driver and Passenger Side, Includes Express Down Feature
- LOCKS, Power, Driver and Passenger Side
- "A" PILLAR COVER, Molded Plastic
- GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side
- GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side
- INTERIOR SHEET METAL, Upper Door (Above Window Ledge) Painted Exterior Color
- DOOR TRIM PANELS, Molded Plastic; Driver and Passenger Side

- STORAGE POCKET, Door, Molded Plastic, Full Width; Mounted on Each Door
 - CAB INTERIOR TRIM PANELS, Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered.
 - CONSOLE,OVERHEAD, Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket
 - HEADLINER, Soft Padded Cloth
 - FLOOR COVERING, Rubber, Black
 - SUN VISOR, (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console
 - HVAC FRESH AIR FILTER
 - CAB SOUND INSULATION, Includes Dash Insulator and Engine Cover Insulator
- **Seat, DRIVER:**
 - {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust
 - **Seat, PASSENGER:**
 - {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth
 - **Seat Belt:**
 - 3-Point, Lap and Shoulder Belt Type
 - **Heater:**
 - {Blend-Air} with Defroster
 - Includes:
 - HEATER HOSES, Premium
 - HOSE CLAMPS, HEATER HOSE, Mubea Constant Tension Clamps
 - **Instrument Panel:**
 - Center Section, Flat
 - Trim Molded Plastic with Black Center Section

- **Gauge Cluster:**
 - o English With English Electronic Speedometer
 - Includes:
 - GAUGES, (6); Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level
 - ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Fault Code Readout
 - WARNING SYSTEM, Low Fuel, Low Oil Pressure, High Engine Coolant Temp, Coolant Level, and Low Battery Voltage (Visual and Audible)
 - GAUGE, Oil Temp, Transmission Temp
 - AIR CLEANER RESTRICTION GAUGE, {Filter-Minder} With Black Bezel Mounted in Instrument Panel
 - IP CLUSTER DISPLAY, On Board Diagnostics Display of Fault Codes in Gauge Cluster
- **Steering Colum:**
 - o Tilting
- **Steering Wheel:**
 - o 2-Spoke, 18" Diameter, Black
- **Steering Gear:**
 - o (2) {Sheppard M-100/M-80} Dual Power
- **Windshield:**
 - o Heated, Single Piece
- **Windshield Wipers Blades:**
 - o Snow Type
- **Right Hand Door (PASSENGER SIDE):**
 - o Install additional floor Window

- **Horn:**
 - o Electric, Disc Style

- **Horn AIR:**
 - o (2) Single Tone, Rectangular; Chrome, Roof Mounted, With Snow Shields

- **Sunshade, EXTERIOR:**
 - o Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights

- **Grab Handle:**
 - o Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; For Cab Entry Mounted Left Side Only at "B" Pillar

- **Front End:**
 - o Tilting Fiberglass, With Three Piece Construction; For 2007 & 2010 Emissions

- **Turn Signals, FRONT:**
 - o LED to Include LED Side Marker Lights, Mounted on Fender

- **Grille:**
 - o Stationary, Chrome

- **Bug Screen:**
 - o Front End; Mounted Behind Grille

- **Hood, HATCH:**
 - o (1) for Servicing

- **Hood Mirror:**
 - o {Lang Mekra} Hood Mounted, Convex, Single, Heated, Bright, Right Side

- **Door Mirrors:**
 - o (2) {Lang Mekra} Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, LED Clearance Lights, Bright Finish Heads and Arms, with Black Brackets, Breakaway Type, 7.55"x14.1" Integral Convex Both Sides, 102" Inside Spacing

- **Fender Extensions:**
 - Rubber
- **Fuel Tank:**
 - Top Draw; D Style, Non Polished Aluminum, 19" Deep, 70 U.S. Gallon, Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab
- **Fuel Tank Straps:**
 - Bright Finish Stainless Steel
- **Paint Color, CAB:**
 - Omaha Orange, Single Color
- **Paint Type:**
 - Base Coat/Clear Coat, 1-2 Tone

ELECTRICAL SYSTEM

- Electrical System:
 - 12-Volt, Standard Equipment
 - Includes:
 - DATA LINK CONNECTOR, for Vehicle Programming and Diagnostics In Cab
 - FUSES, ELECTRICAL, SAE Blade Type
 - HAZARD SWITCH, Push On/Off, Located on Top of Steering Column Cover
 - HEADLIGHT DIMMER SWITCH, Integral with Turn Signal Lever
 - HEADLIGHTS, (2) Sealed Beam, Long Life Halogen, Round, with Chrome Plated Bezels
 - JUMP START STUD, (2) one Located on Positive Terminal of Outermost Battery, second Located Remotely to Outside of Battery Box
 - PARKING LIGHT, Integral with Front Turn Signal and Rear Tail Light
 - RUNNING LIGHT, (2) Daytime, Included with Headlights
 - STARTER SWITCH, Electric, Key Operated

- STOP,TURN, TAIL & B/U LIGHTS, Dual Rear, Combination with Reflector
 - TURN SIGNAL SWITCH, Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
 - WINDSHIELD WIPER SWITCH, 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
 - WINSHIELD WIPERS, Single Motor, Electric, Cowl Mounted
 - WIRING, CHASSIS, Color Coded and Continuously Numbered
- **Power Source:**
 - Cigar Type Receptacle without Plug and Cord
 - **Alternator:**
 - {Leece-Neville AV1160P2013} Brush Type; 12 Volt, 160 Amp Capacity, Pad Mount, With Remote Sense
 - **Body Builder Wiring:**
 - Back of Standard Cab at Left Frame; Includes Sealed Connectors for Tail/Amber, Turn/Marker, Backup Accessory, Power/Ground and Sealed Connector for Stop/Turn
 - **Battery System:**
 - (2) Maintenance Free 12-Volt 1850 CCA Total
 - **Tail Light Wiring:**
 - Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights
 - **2-Way Radio Wiring:**
 - Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
 - **Radio:**
 - AM/FM/WB/Clock/3mm Auxiliary Input with Multiple Speakers
 - **Back-Up Alarm:**
 - Electric, 120 dBA

*NOT 120, 102 dBA
SEE PAGE 4 of QUOTE*

- **Auxiliary Harness:**
 - 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
- **Battery Box:**
 - Steel, with Aluminum Cover, 3 Battery Capacity, Mounted Right Side Under Cab Below Frame Mounted Exhaust, Provides Clean CA
- **Work Light on W/Backup:**
 - Work Lights will Activate when Vehicle is in Reverse
- **Switch, Toggle, for Work Light:**
 - Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
- **Clearance/Marker Lights:**
 - (5) {Truck Lite} Amber LED Lights, Flush Mounted to Sunshade
- **Test Exterior Lights:**
 - Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
- **Starting Motor:**
 - {Delco Remy 38MT Type 300} 12-Volt; Less Thermal Over-Crank Protection
- **Circuit Breakers:**
 - Manual-Reset (Mail Panel) SAE Type III with Trip Indicators, Replaces All Fuses Except for 5-Amp Fuses

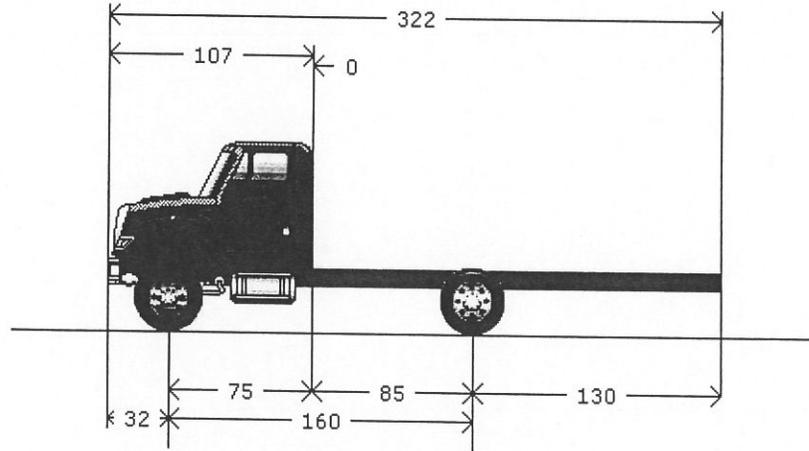
SERVICES & WARRANTY

- **Service Contract, EXT ENGINE:**
 - 84-Month/150,000 Miles, 5400 Hours; Includes Engine, Engine Electronics and Injectors
- **Service Contract, EXT VEHICLE COVERAGE:**
 - 36 Month/100,000 Miles, Covers 100% Parts & Labor, Excludes Extended Warranty for Engine and Transmission

Prepared For:
 Village of Richfield
 Bob Muesch
 4128 Hubertus Rd.
 Hubertus, WI 53033-9719
 (262)628 - 1381

Presented By:
 LAKESIDE INTL, LLC
 Doug Petsch
 11000 W SILVER SPRING RD
 MILWAUKEE WI 53225 -
 (414)353-4800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2016 7400 SFA 4X2 (SA525)

MISSION:	Requested GVWR: 39000. Calc. GVWR: 41000
DIMENSION:	Wheelbase: 160.00, CA: 85.00, Axle to Frame: 130.00
ENGINE, DIESEL:	{MaxxForce 9} EPA 2010, 330 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer I-180W} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S23-190} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, R Wheel Ends Gear Ratio: 7.17
CAB:	Conventional
TIRE, FRONT:	(2) 315/80R22.5 HSU2 WT (CONTINENTAL) 481 rev/mile, load range L, 20 ply
TIRE, REAR:	(4) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range H, 16 ply
SUSPENSION, REAR, AIR, SINGLE:	{Hendrickson PRIMAAAX EX} 23,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers
PAINT:	Cab schematic 100GM Location 1: 0311, Omaha Orange (Std) Chassis schematic N/A

Description

Base Chassis, Model 7400 SFA 4X2 with 160.00 Wheelbase, 85.00 CA, and 130.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

TOW HOOK, REAR (2)

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Steel, Swept Back

Includes

: BUMPER, FRONT Powder Coated Gray (Argent) Color

CROSSMEMBER, REAR, AF (2)

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

AXLE, FRONT NON-DRIVING {Dana Spicer I-180W} Wide Track, I-Beam Type, 18,000-lb Capacity

Notes

: Axle Lead Time is 52 Days

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

SUSPENSION, FRONT, SPRING Multileaf, Shackle Type; 18,000-lb Capacity; Less Shock Absorbers

Includes

: SPRING PINS Rubber Bushings, Maintenance-Free

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: DUST SHIELDS, FRONT BRAKE

: DUST SHIELDS, REAR BRAKE

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SLACK ADJUSTERS, FRONT Automatic

: SLACK ADJUSTERS, REAR Automatic

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4

Notes

: Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.

BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank

Includes

: DRAIN VALVE Mounted in Wet Tank

Description

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) With Automatic Traction Control

AIR DRYER {Meritor Wabco System Saver 1200} with Heater

Includes

: AIR DRYER LOCATION Inside Left Rail, Back of Cab

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

Notes

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity

AIR TANK LOCATION (2) : Two Mounted Outside Right Rail, Under Cab, On Step Mounting Brackets

Notes

: This air tank location reduces ground clearance by 2" vs. the standard air tank location.

: Use Air Tank Location Code 04VDX with Exhaust Code 07BEJ and Battery Box Code 08WGE or 08WGG to provide clean CA.

STEERING COLUMN Tilting

STEERING WHEEL 2-Spoke, 18" Diam., Black

STEERING GEAR (2) {Sheppard M-100/M-80} Dual Power

EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard

Includes

: EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height)

: MUFFLER/TAIL PIPE GUARD Non-Bright Finish

TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: FUSES, ELECTRICAL SAE Blade-Type

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels

: JUMP START STUD Located on Positive Terminal of Outermost Battery

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: RUNNING LIGHT (2) Daytime, Included With Headlights

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

SNOW SHIELD (2) Chrome; for Dual Air Horns

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense

Description

BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {International} Maintenance-Free, (2) 12-Volt 1850CCA Total

TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights

2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers

* BACK-UP ALARM Electric, 102 dBA

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

HORN, ELECTRIC Disc Style

JUMP START STUD Remote Mounted

Includes

: JUMP START STUD Mounted to Battery Box

BATTERY BOX Steel, With Aluminum Cover, 3 Battery Capacity, Mounted Right Side Under Cab Below Frame Mounted Exhaust, Provides Clean CA

WORKLIGHT ON W/BACKUP Work Lights will Activate when Vehicle is in Reverse

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

HEADLIGHTS Long Life Halogen; for Two Light System

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection

HORN, AIR (2) Single Tone, Rectangular; Chrome. Roof Mounted

INDICATOR, LOW COOLANT LEVEL With Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender

FENDER EXTENSIONS Rubber

HOOD, HATCH (01) for Servicing

GRILLE Stationary, Chrome

BUG SCREEN Front End; Mounted Behind Grille

FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "GM"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

CLUTCH Omit Item (Clutch & Control)

OIL FILTER, ENGINE {Hudgins Model 960 Spinner}

Description

ENGINE, DIESEL {MaxxForce 9} EPA 2010, 330 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)

Includes

: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)
 : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce and Navistar Engines
 : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control
 : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel
 : ENGINE OIL DRAIN PLUG Magnetic
 : ENGINE SHUTDOWN Electric, Key Operated
 : FUEL FILTER Included with Fuel/Water Separator
 : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted
 : GOVERNOR Electronic
 : OIL FILTER, ENGINE Spin-On Type
 : WET TYPE CYLINDER SLEEVES

FAN DRIVE {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

RADIATOR Aluminum, Front to Back Cross Flow, Series System; 1588 SqIn Core and 885 SqIn Charge Air Cooler and 470 SqIn Low Temperature Radiator Down Flow, Includes Transmission Oil Cooler

Includes

: DEAERATION SYSTEM with Surge Tank
 : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
 : RADIATOR HOSES Premium, Rubber

FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; MaxxForce 9 & MaxxForce 10 Engines

AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control

Includes

: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control

BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt; With "Y" Cord From Socket in Standard Location, For a Dealer Installed Oil Pan Heater, With Extended Life Coated Metal/Plastic/Metal Material Oil Pan

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

Notes

: MPM material is single sheet composite with two layers of sheet metal sandwiching plastic material. MPM material has electro-deposition prime coat with powder coating for the final finish coat.

EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations

TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

TRANSMISSION SHIFT CONTROL {Allison} Bump Shifter Type; for Allison 3000 & 4000 Transmission

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, with EcoCal and Dynamic Shift Sensing (FuelSense Basic)

Description

AXLE, REAR, SINGLE {Dana Spicer S23-190} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, R Wheel Ends . Gear Ratio: 7.17

Includes

: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle

Notes

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

: When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance

SUSPENSION, REAR, AIR, SINGLE {Hendrickson PRIMAAX EX} 23,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers

Notes

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints

FUEL TANK STRAPS Bright Finish Stainless Steel

FUEL TANK Top Draw; D Style, Non Polished Aluminum, 19" Deep, 70 U.S. Gal., 265 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab

CAB Conventional

Includes

: ARM REST (2) Molded Plastic; One Each Door

: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window

: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel

: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted

: GLASS, ALL WINDOWS Tinted

: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side

: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side

: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color

: STEP (4) Two Steps Per Door

GAUGE CLUSTER English With English Electronic Speedometer

Includes

: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level

: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout

: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)

GAUGE, OIL TEMP, ALLISON TRAN

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust

Includes

: SEAT BELT 3-Point, Lap and Shoulder Belt Type

GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar

MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Single, Heated, Bright, Right Side

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth

MIRRORS (2) {Lang Mekra} Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, LED Clearance Lights, Bright Finish Heads and Arms, with Black Brackets, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing

Description

CAB MOUNTING HEIGHT EFFECTS High Cab in Lieu of Mid High Cab Mounting (Approx. 4.5")

WINDSHIELD Heated, Single Piece (CONTINENTAL) 45" rev/mile, load range H, 18 ply

ARM REST, RIGHT, DRIVER SEAT (CONTINENTAL) 45" rev/mile, load range L, 20 ply

HEATER {Blend-Air} with Defroster

Includes

: HEATER HOSES Premium
: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps

CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator

Notes

: Feature included with CAB INTERIOR TRIM, Premium

INSTRUMENT PANEL Center Section, Flat Panel

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

HVAC FRESH AIR FILTER

STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door



CAB INTERIOR TRIM Deluxe

Includes

: "A" PILLAR COVER Molded Plastic
: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering
: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket
: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors
: FLOOR COVERING Rubber, Black
: HEADLINER Soft Padded Cloth
: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section
: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door
: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console

CAB REAR SUSPENSION Air Bag Type

SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights

WINDSHIELD WIPER BLADES Snow Type

WHEELS, FRONT DISC; 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With Steel Hubs.

Includes

: PAINT IDENTITY, FRONT WHEELS White

Notes

: Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5

WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and With Steel Hubs

Includes

: PAINT IDENTITY, REAR WHEELS White

Notes

: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied Gray Powder Coat Paint

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$91,797.00
Memo Item(s):		
Total Federal Excise Tax	\$0.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

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VILLAGE OF RICHFIELD
 VILLAGE BOARD COMMUNICATION FORM

7j

MEETING DATE: July 23, 2015

SUBJECT: Notice of Disallowance of Claim – 1360 Friess Lake Drive
 DATE SUBMITTED: July 16, 2015
 SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF ITS INSURANCE PROVIDER BY FILING A "DISALLOWANCE OF CLAIM"?

ISSUE SUMMARY:

The Village and its Building Inspector were served respective copies of a Notice of Circumstances of Claim on behalf of Judy Price on June 1, 2015, a copy of which is attached. This matter arises from a fire casualty to Judy Price's property located at 1360 Friess Lake Road, which occurred in the fall of 2013. An application for a building permit was subsequently received and at that time it was not known or represented on the permit that the fire had destroyed more than 50% of the structure's estimated fair market value. When the Building Inspector subsequently viewed the structure, after some of the structure had been altered and some of the damage replaced, it was then determined that the casualty had destroyed more than 50% of the structure's estimated fair market value. The claimant alleges, in summary, that the Village and its Building Inspector should not have, for various reasons, issued a building permit to her contractor for the repair of the burned structure. The building permit was allegedly issued on November 22, 2013. Due to the continued condition of the burned and uninhabitable structure, pursuant to Section 66.0413, Wis. Stats., and Section 135-15 of the Village Municipal Code, on May 27, 2015, the Village and its Building Inspector caused a Raze Order and a Personal Property Removal Order to be served on Mrs. Price. The deadline for compliance with these Orders expired on June 16, 2015. The subject property is currently in mortgage foreclosure (Washington County Case No. 15 CV 44). Mrs. Price has also commenced an action against the contractor (Judy Price v. Horizon Enterprises, LLC, Milwaukee County Case No. 15 CV 4182).

The Village's insurance carrier has recommended the Village formally disallow the asserted claim. A Notice of Disallowance of Claim has been prepared for the Board's consideration.

FISCAL IMPACT:

REVIEWED BY: _____
 Village Deputy Treasurer

Initial Project Costs: N/A
 Future Ongoing Costs: N/A
 Physical Impact (on people/space): N/A
 Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. Email from Ryan Anderson, Aegis Corporation RE: Notice of Disallowance (attachment)

STAFF RECOMMENDATION:

Motion to authorize the Village Administrator to property serve and file the Notice of Disallowance per the direction of the Village's insurance carrier.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
 BOARD ACTION TAKEN

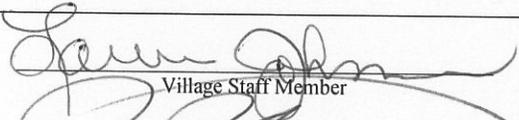


VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7j

MEETING DATE: July 23, 2015

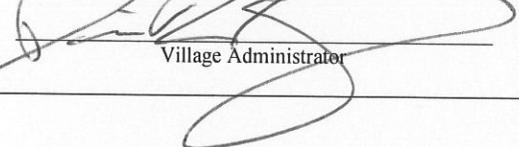
SUBJECT: Notice of Disallowance of Claim – 1360 Friess Lake Drive
DATE SUBMITTED: July 16, 2015
SUBMITTED BY: Jim Healy, Village Administrator



Village Staff Member

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____



Village Administrator

Jim Healy

From: Ryan Anderson <ryan@aegis-wi.com>
Sent: Friday, June 26, 2015 7:43 AM
To: Jim Healy
Cc: KateLynn Schmitt
Subject: Re: Judy Price
Attachments: Disallowance-Muni.doc

Mr. Healy,

Attached is the disallowance document in which you would need to direct to the claimant attorney, as well as, to the claimant. This needs to be sent Return Receipt Requested as the date that the claimant signs is when the 6 months start. This is simply a template and should be adjusted accordingly. After this has been disallowed by the board in July, please forward onto me a copy of the disallowance, as well as, the signed receipts from the claimant attorney and the claimant. Please call with any questions. Thank you.

Ryan Anderson
Field Claims Representative
Aegis Corporation

PO Box 443
Windsor, WI 53598

PH: 866-819-9318
FX: 608-842-0169

DATE: 07/24/15

**REGISTERED MAIL
RETURN RECEIPT
REQUESTED**

STEVENS & KUSS, S.C.
RUDOLPH J. KUSS
1025 S. MOORLAND ROAD, SUITE 201
BROOKFIELD, WI 53005

RE: **NOTICE OF DISALLOWANCE**

INSURED: Village of Richfield

CLAIMANT: Judy Price

DATE OF LOSS: November 22, 2013

ATTORNEY RUDOLPH J. KUSS;

PLEASE TAKE NOTICE THAT THE VILLAGE OF RICHFIELD VOTED ON THIS DATE JULY 23, 2015 TO DISALLOW IN ITS ENTIRETY THE CLAIM OF JUDY PRICE RELATED TO HER PROPERTY DAMAGE/CLAIM THAT OCCURRED ON NOVEMBER 22, 2013.

PLEASE BE ADVISED THAT NO ACTION ON THIS CLAIM MAY BE BROUGHT AGAINST THE VILLAGE OF RICHFIELD AFTER SIX MONTHS FROM THE DATE OF SERVICE OF THIS NOTICE PURSUANT TO SECTION 893.80 OF THE WISCONSIN STATUTES.

SINCERELY,

JIM HEALY
VILLAGE OF RICHFIELD

CC: COMMUNITY INSURANCE CORPORATION
PO BOX 443
WINDSOR, WI 53598

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VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

7K

MEETING DATE: July 23, 2015

SUBJECT: Letter of Credit reduction, Ridgeview Court, NMMR Investments No.1
 DATE SUBMITTED: July 16, 2015
 SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE VILLAGE ENGINEER TO REDUCE THE ESTABLISHED LETTER OF CREDIT?

ISSUE SUMMARY:

In 2014 a Letter of Credit was established as part of a filed CSM which created a second cul-de-sac on Ridgeview Court, in Section 34 of the Village. Ridgeview Court is generally located off the southernmost portion of Scenic Road in the Woodridge East Subdivision. Please refer to the attachment for details. This summer the 'final lift' of asphalt was placed on the cul-de-sac and has been inspected by the Village Engineer. His recommendation is that it would be appropriate to reduce the Letter of Credit upon the receipt of lien waivers from \$70,000 to \$11,765 for a period of one year, which is our standard contingency practice for developers.

FISCAL IMPACT:

REVIEWED BY: _____
Village Deputy Treasurer

Initial Project Costs: N/A
 Future Ongoing Costs: N/A
 Physical Impact (on people/space): N/A
 Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. Previously approved CSM
2. June 23, 2015 Letter from Village Engineer Ron Dalton RE: Letter of Credit reduction
3. Picture of cul-de-sac (2014)

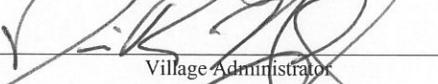
STAFF RECOMMENDATION:

Motion to authorize the Village's Deputy Treasurer, upon receipt of lien waivers, to work with the Developer to reduce the Letter of Credit to an amount of \$11,765 for a period of no more than one year.

APPROVED FOR SUBMITTAL BY:



 Village Staff Member



 Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
 Ordinance No. _____
 Approved _____
 Other _____

Continued To: _____
 Referred To: _____
 Denied _____
 File No. _____

June 23, 2015

W138620.01

Village of Richfield
4128 Hubertus Road
Hubertus, Wisconsin 53033

Attention: Mr. James Healy, Village Administrator

**Ridgeview Court Cul-de-sac
Letter of Credit**

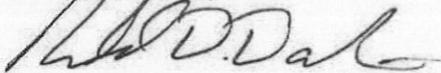
Dear Mr. Healy:

We have completed our review of a request to have the Letter of Credit for Ridgeview Court Cul-de-sac reduced. Our review is based upon our observation of construction completed to date. All roadway improvements have been completed; therefore we recommend that the Letter of Credit be reduced to \$11,765.00 upon receipt of lien waivers. The \$11,765.00 represents the contingency which is to remain for one year after completion of construction improvements.

Please contact me at our Germantown office if you have any questions.

Sincerely,

GAI Consultants, Inc.



Ronald D. Dalton, P.E.
Senior Engineering Manager

RDD/cmf

Enc: As noted



PERTHEL
HOMES
INC

VILLAGE OF RICHFIELD