



AGENDA
PLAN COMMISSION MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS, WISCONSIN
MAY 5, 2016
7:00 P.M.

Pursuant to the requirements of Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Village of Richfield Plan Commission, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is in attendance at the meeting: "Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under the Public Comments section of the agenda, during any Public Hearing(s) or if the rules are suspended to allow them to do so.")

1. Call to Order/Determination of quorum
2. Verification of Open Meetings Law compliance
3. Pledge of Allegiance
4. Approval of Minutes:
 - a. April 7, 2016 – Regular Meeting
5. PUBLIC HEARING
 - a. Discussion regarding Ordinance O2016-05-01, an Ordinance to rezone a subject property located generally at 4128 Hubertus Road (Tax Key: V10_044800E) from P-1 Park and Recreation District to I-1, Institutional District
6. DISCUSSION/ACTION
 - a. Discussion and possible recommendation to the Village Board regarding Ordinance O2016-05-01, an Ordinance to rezone a subject property generally located at 4128 Hubertus Road (Tax Key: V10_044800E) from P-1 Park and Recreation District to I-1, Institutional District
 - b. Discussion and possible recommendation to the Village Board regarding amendments to the Developer's Agreement for Bark Lake Estates
 - c. Discussion and possible recommendation to the Village Board regarding a One-Lot Certified Survey Map for a subject property located at 3726 Hubertus Road (Tax Key: V10_0422 & V10_042300A)

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 with as much advance notice as possible.

4 a

1. Call to order/determination of quorum

Chairman Jim Otto called the meeting to order at 7:03 p.m.

In attendance were Chairman Jim Otto, Commissioners Melzer, Bartel, Cote, Lalk, Trustee Collins, Village Administrator Jim Healy, Planner Tim Schweke and Administrative Services Coordinator KateLynn Schmitt.

Vice-Chairman Berghammer has an excused absence

Chairman Otto read aloud a statement that a quorum of the Village Board was present.

2. Verification of Open Meetings Law compliance

Administrator Healy stated that the agendas were posted at the Richfield, Hubertus, and Colgate U.S. Post Offices as well as 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. Approval of Minutes

a. March 3, 2016 – Regular Meeting

Motion by Commissioner Melzer to approve the minutes of the regular March 3, 2016 Plan Commission meeting; Seconded by Commissioner Lalk; Motion passed without objection.

5. REPORT

a. Brownfields Assessment Grant – Scott Harrington, Vandewalle & Associates, Inc.

Administrator Healy introduced the Brownfields Assessment Study.

Deb Sielski from the Washington County Parks and Planning Department introduced the topic of “brownfields” and the work that Vandewalle & Associates has done for Richfield and is doing throughout the County as a part of the grant they applied for and received through the EPA.

Scott Harrington from Vandewalle & Associates presented the information from the study to the Village of Richfield.

6. PUBLIC HEARING

a. Discussion regarding a Conditional Use Permit application for amendment by Ms. Mary Anderson for subject property located at 4958 STH 167 (Tax Key: V10_0152) pursuant to Section 70.188(D)(12)

b. Discussion regarding Ordinance O2016-04-01, an Ordinance to rezone a subject property located at 3726 Hubertus Road (Tax Key: V10_0422) from Rs-3, Single Family Residential District to B-1, Neighborhood Business District

Administrator Healy introduced both topics.

Chairman Otto asked for a motion to open the public hearing for both agenda items, and that the public first speak on agenda item 6a. then agenda item 6b.

Motion by Commissioner Lalk to open the public hearings; Seconded by Commissioner Melzer; Motion passed without objection.

Janelle Lietzau stated that she started with the Holy Hill Art Farm a few years ago and was there on behalf of the Art Farm. They get around 1,000 inquiries for parties and weddings. Weddings would be seasonal and parties would be during the week. As far as noise the family has had parties with music and no one has ever complained about noise or other issues related to the event. Stated that the DJ would be setup in the barn which is completely enclosed which reduces the noise pollution from the property.

Trustee Collins inquired about site distances and asked about any known issues related to traffic.

Administrator Healy stated that he has talked to Wisconsin DOT Safety Personal and the Washington County Sheriff's Department in regards to traffic safety in the area of the subject parcel and that both organizations have no objections to the activities at the subject parcel and its effect on traffic safety in the area.

Motion by Trustee Collins to close the public hearings; Seconded by Commissioner Lalk; Motion passed without objection.

7. DISCUSSION/ACTION

- a. Discussion and possible recommendation to the Village Board regarding a Conditional Use Permit application for amendment by Ms. Mary Anderson for subject property located at 4958 STH 167 (Tax Key: V10_0152) pursuant to Section 70.188(D)(12)**

Motion by Commissioner Lalk to recommend to the Village Board the approval of the proposed conditional use permit amendments for Ms. Mary Anderson's property located at 4958 STH 167 (Tax Key: V10_0152) subject to the terms and conditions contained therein with the change of the dates; Seconded by Trustee Collins;

Motion by Chairman Otto to amend the previous motion to include the provision that amplified music be held inside the barn; Seconded by Commissioner Melzer;

Commissioner Lalk stated there are already noise ordinances in place, and this would really be no different than an outdoor event somewhere else in the Village.

Administrator Healy stated that the County noise ordinance is 10:00 PM.

Amendment to the original motion failed 3-2.

DRAFTER'S EDIT:

The motion to amend the original motion failed by a vote of 3-2; then next action by the Plan Commission was to vote on the original motion proposed by Commission Lalk

Motion passed without objection.

- b. Discussion and possible recommendation to the Village Board regarding Ordinance O2016-04-01, an Ordinance to rezone a subject property located at 3726 Hubertus Road (Tax Key: V10_0422) from Rs-3, Single Family Residential District to B-1, Neighborhood Business District**

Motion by Trustee Collins to recommend to the Village Board the conditional approval of Ordinance O2016-04-1, an Ordinance to rezone the subject property located at 3726 Hubertus Road (Tax Key:

V10_0422) from Rs-3, Single Family Residential District to B-1, Neighborhood Business District subject to the following Specific Conditions of Approval:

Specific Conditions of Approval:

1. The Village Board adopt by Ordinance the proposed amendment to the Village's Land Use Map.
2. The Village Board approve a one-lot CSM combining the property located at 3726 Hubertus Road (V10_0422) and the principal place of business, Johnny Manhattan's.
3. The Plan Commission approve the proposed amendment to the Site, Building and Plan of Operation.

Seconded by Commissioner Cote; Motion passed without objection.

c. Discussion and possible recommendation to the Village Board regarding the Final Plat for Lakeview Ridge Subdivision (Tax Key: V10_0963)

Administrator Healy introduced the topic.

Pete Hurth was there to present the final plat. Every approval from the State and County has been met and this would be the final step and approval they need.

Motion by Commissioner Cote to recommend to the Village Board the approval of the final plat for Lakeview Ridge subdivision, subject to the General and Specific Conditions of Approval listed below which must be satisfied before the final plat is released for recording by Washington County.

Specific Conditions of Approval:

1. The Village Engineer shall review the final plat and approve the same.
2. Include one or more road names on the location map on Sheet 1 of 2.
3. The width of the ROW for Lakeview Ridge Lane must be indicated per s. 236.20(4)(a), Wis. Stats.
4. The subdivider shall provide documentation from Washington County to the Village Administrator indicating that each residential lot has a suitable site for a septic system.
5. The Village Attorney shall review and approve the stormwater management agreement.
6. The Village Board approves a stormwater management agreement and the same is recorded by the Washington County register of deeds office at the same time the final plat is recorded.
7. The Village Attorney shall review and approve the deed restrictions as required under Section 70.193(J) of the zoning code with respect to "open space area ownership and maintenance requirements."
8. The Village Board approves the deed restrictions and the same is recorded by the Washington County register of deeds office at the same time the final plat is recorded.
9. The Village Treasurer signs the certificate on Sheet 2 of 2.
10. The County Treasurer signs the certificate on Sheet 2 of 2.
11. Include the following note on the face of the plat substantially as follows:
 - This plat depicts various setbacks established in the Village's zoning regulations which were in effect at the time of recording. Such zoning information is included for informational purposes only and is subject to change.
12. The subdivider shall provide a financial guarantee for the completion of the final lift on Lakeview Ridge Lane.
13. A no access strip shall be added to lots 1, 9, 10, and 12 along Lakeview Drive so there is no question that access must be off of Lakeview Ridge Lane. (This was a condition of approval for the preliminary plat.)

14. A note shall be added to lots 3, 4, 6, and 7 indicating that driveways shall be designed and constructed in compliance with Village standards, including a maximum grade of 12 percent. (This was a condition of approval for the preliminary plat.)
15. There is a note on sheet 1 of 2 indicating "All lots shall have an equal interest in the ownership of Outlots 1 and 2." That note should be modified to state that such interest is "non-transferrable."
16. Revise the first part of the notation on Sheet 2 of 2 relating to the utility easements substantially as follows:
"All easements depicted on Sheet 1 of 2 that are titled "Utility Easement" are hereby granted by...."
17. Add a notation to the plat indicating that the Stormwater Easement is granted to the Village of Richfield subject to the terms of the Stormwater Maintenance Agreement recorded as Document #_____.
18. Two wetland areas in Outlot 1 are depicted in Exhibit B of the proposed Stormwater Maintenance Agreement. These areas should be shown on the fact of the plat per Section 236.20(5), Wis. Stats., and include a notation indicating the source of such delineations.
19. The developer shall pay as provided in the Village's ordinances a fee per lot developed in lieu of dedication of lands for park and public sites.
20. The developer shall comply with all applicable provisions of the Developer's Agreement for Lakeview Ridge, by and between the Village of Richfield and the developer.
21. The developer shall provide sufficient proof that the homeowner's association referenced in the Stormwater Management Agreement and the Deed Restrictions has been established pursuant to state law.
22. The surveyor's seal, signature, and date must appear on all sheets of the final plat. The same revision date must also be noted on each sheet.

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.

Seconded by Commissioner Lalk; Motion passed without objection.

- d. **Discussion/Action regarding a Site, Building and Plan of Operation for the construction of a headquarters for the Richfield Volunteer Fire Station HQ at Heritage Park (Tax Key: V10_044800E)**

Administrator Healy introduced the topic.

Bert Zenker from MSI General introduced the design of the building.

Dirk Debbink from MSI General introduced the scope of the project. Mr. Debbink stated that the project will break ground in May.

Architectural Design:

Motion by Commissioner Lalk to accept the recommendation of the Village's Architectural Review Board for the proposed building design for the Village of Richfield's municipal building located at Heritage Park, identified by Tax Key V10_044800E, as presented; Seconded by Commissioner Cote; Motion passed without objection.

Landscaping:

Motion by Commissioner Lalk to approve the proposed landscaping plan, as presented and prepared by Heller and Associates for the Village of Richfield's municipal building located at Heritage Park, identified by Tax Key V10_044800E, subject to the final review and approval by Commissioner Kurt Bartel; Seconded by Commissioner Cote; Motion passed without objection.

Lighting:

Motion by Trustee Collins to approve the proposed lighting plan, as presented and prepared by Enterprise Lighting LTD. for the Village of Richfield's municipal building located at Heritage Park, identified by Tax Key V10_044800E, subject to the following Specific Conditions of Approval:

Specific Conditions of Approval:

1. The Plan Commission hereby allows the outdoor lights to be on without restriction, as it is a matter of public safety.
2. The contractor, Enterprise Lighting LTD, extends the photometrics plan into the right-of-way on Hubertus Road to show the actual amount of footcandles at the portion of the property where the grass meets the asphalt.

Seconded by Commissioner Lalk; Motion passed without objection.

Grading and Erosion Control:

Motion by Trustee Collins to approve the proposed grading and erosion control plan as presented for the Village of Richfield's municipal building located at Heritage Park, identified by Tax Key V10_044800E, subject to the terms and conditions contained in the letter dated March 17, 2016 from Village Engineer Craig Kunkel; Seconded by Commissioner Melzer; Motion passed without objection.

Site Plan

Motion by Trustee Collins to approve the proposed site plan as presented for the Village of Richfield's municipal building located at Heritage Park, identified by Tax Key V10_044800E and to take all necessary actions to update the future land use map; Seconded by Commissioner Melzer; Motion passed without objection.

e. Discussion regarding conceptual Rs-1b, Single Family Cluster/Open Space Residential District subdivision review (Tax Keys: V10_1250 and V10_1255)

Mr. Hurth from Baudhwin Engineering discussed the design of the potential subdivision and solicit feedback. The new design has connections at three (3) different points. Soil testing was done on every lot to ensure that septic systems would be possible on each lot. Road slopes engineered well, lot sizes were modified slightly to make sure septic systems are possible for each lot.

Fire Chief Kohl, Planner Schweke and DPW Supervisor Schmitt provided input to this and recommended that the proposed subdivision connect at all three (3) access points.

8. ADJOURNMENT

Motion by Commissioner Melzer to adjourn; Seconded by Commissioner Lalk; Motion passed without objection at 8:48 p.m.

Respectfully Submitted,

Jim Healy
Village Administrator

DRAFT

5a &

6a



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: May 5, 2016

SUBJECT: Rezoning petition by VOR for V10_044800E, Richfield Volunteer Fire Company

DATE SUBMITTED: April 29, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE PLAN COMMISSION WISH TO RECOMMEND TO THE VILLAGE BOARD THE REZONING OF THE SUBJECT PROPERTY FROM P-1, PARKS AND RECREATION DISTRICT TO I-1, INSTITUTIONAL DISTRICT?

ISSUE SUMMARY:

The Richfield Volunteer Fire Company is the Village’s longest public/private partnership, going on its 116th year. For decades, our Fire Company has relied on “paid on call” volunteers to provide essential emergency response services to those in need. This flexible staffing model, predominately utilizing “paid on call” volunteers and a minimal number of full-time employees, allows the Company to keep salary costs low, which in turn saves taxpayer dollars in the Village and for the other municipalities the Fire Company also services in the Towns of Erin, Polk, and Germantown. The total coverage area for the Company is 47 square miles.

Back in 2006, the then Town of Richfield passed a resolution reserving approximately 3-5 acres of land at Heritage Park along Hubertus Road for a future Fire Company headquarters. Heritage Park was chosen because it is the most centralized location in the Village and therefore is the best-suited area to continue to protect the health, safety and welfare of our Village residents. Ergo, the reason why the property has been shown as “Institutional” District on our Future Land Use Map. At the April 7, 2016 Plan Commission meeting the development proposal was approved in its entirety with the following motions:

Architectural Design:

Motion by Commissioner Lalk to accept the recommendation of the Village’s Architectural Review Board for the proposed building design for the Village of Richfield’s municipal building located at Heritage Park, identified by Tax Key V10_044800E, as presented; Seconded by Commissioner Cote; Motion passed without objection.

Landscaping:

Motion by Commissioner Lalk to approve the proposed landscaping plan, as presented and prepared by Heller and Associates for the Village of Richfield’s municipal building located at Heritage Park, identified by Tax Key V10_044800E, subject to the final review and approval by Commissioner Kurt Bartel; Seconded by Commissioner Cote; Motion passed without objection.

Lighting:

Motion by Trustee Collins to approve the proposed lighting plan, as presented and prepared by Enterprise Lighting LTD. for the Village of Richfield’s municipal building located at Heritage Park, identified by Tax Key V10_044800E, subject to the following Specific Conditions of Approval:

Specific Conditions of Approval:

1. The Plan Commission hereby allows the outdoor lights to be on without restriction, as it is a matter of public safety.
2. The contractor, Enterprise Lighting LTD, extends the photometrics plan into the right-of-way on Hubertus Road to show the actual amount of footcandles at the portion of the property where the grass meets the asphalt.

Seconded by Commissioner Lalk; Motion passed without objection.



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
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Grading and Erosion Control:

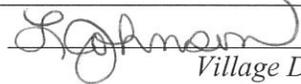
Motion by Trustee Collins to approve the proposed grading and erosion control plan as presented for the Village of Richfield's municipal building located at Heritage Park, identified by Tax Key V10_044800E, subject to the terms and conditions contained in the letter dated March 17, 2016 from Village Engineer Craig Kunkel; Seconded by Commissioner Melzer; Motion passed without objection.

Site Plan

Motion by Trustee Collins to approve the proposed site plan as presented for the Village of Richfield's municipal building located at Heritage Park, identified by Tax Key V10_044800E and to take all necessary actions to update the Village's Zoning Map; Seconded by Commissioner Melzer; Motion passed without objection.

Pursuant to the specific condition of approval for the Site Plan, the Village prepared and scheduled a Public Hearing notice for tonight in accordance with our municipal code. A Class II Public Hearing Notice ran for two (2) consecutive weeks in the West Bend Daily News. Every property owner within 300' of the subject property was contacted. In addition to the required legal notice which was sent, a brief letter from the Village was also included to help provide area property owners additional details about the project in order to encourage transparency and solicit opportunities for conversation. It has been attached for your convenience. Mailings were distributed to adjacent property owners on April 25th, which is 11 days prior to tonight's hearing pursuant to your request. At the time of this writing, Staff has received no written comments from residents or had any conversations with area residents regarding the same.

FUTURE IMPACT & ANALYSIS:

REVIEWED BY: 
 Village Deputy Clerk

Forward to Village Board: Yes
 Additional Approvals Needed: Yes
 Signatures Required: Yes

ATTACHMENTS:

1. Ordinance O2016-05-01, An Ordinance to Rezone Subject Property from P-1 to I-1
2. Class II Public Hearing Notice
3. Written Correspondence from Village Administrator to area residents dated April 25, 2016

STAFF RECOMMENDATION:

Motion to recommend to the Village Board the approval of Ordinance O2016-05-1, an Ordinance to rezone the subject property indicated by Tax Key: V10_044800E from P-1, Park and Recreation District to I-1, Institutional District.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERKS USE ONLY
 BOARD ACTION TAKEN

 Village Staff Member

 Village Administrator

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

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

ORDINANCE O2016-05-01

AN ORDINANCE TO REZONE A SUBJECT PARCEL 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 property owner, the Village of Richfield, is acting as the petitioner to rezone the property generally located along the 4100 block of Hubertus Road shown in Attachment 1, otherwise described by Tax Key: V10_044800E from P-1, Park and Recreation District to I-1, Institutional District; and

WHEREAS, the subject property contains 13.47 acres, with portions of the property with the Village Hall and Village's other municipal buildings already partly zoned I-1, Institutional District; 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 May 5, 2016; 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 Attachment 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

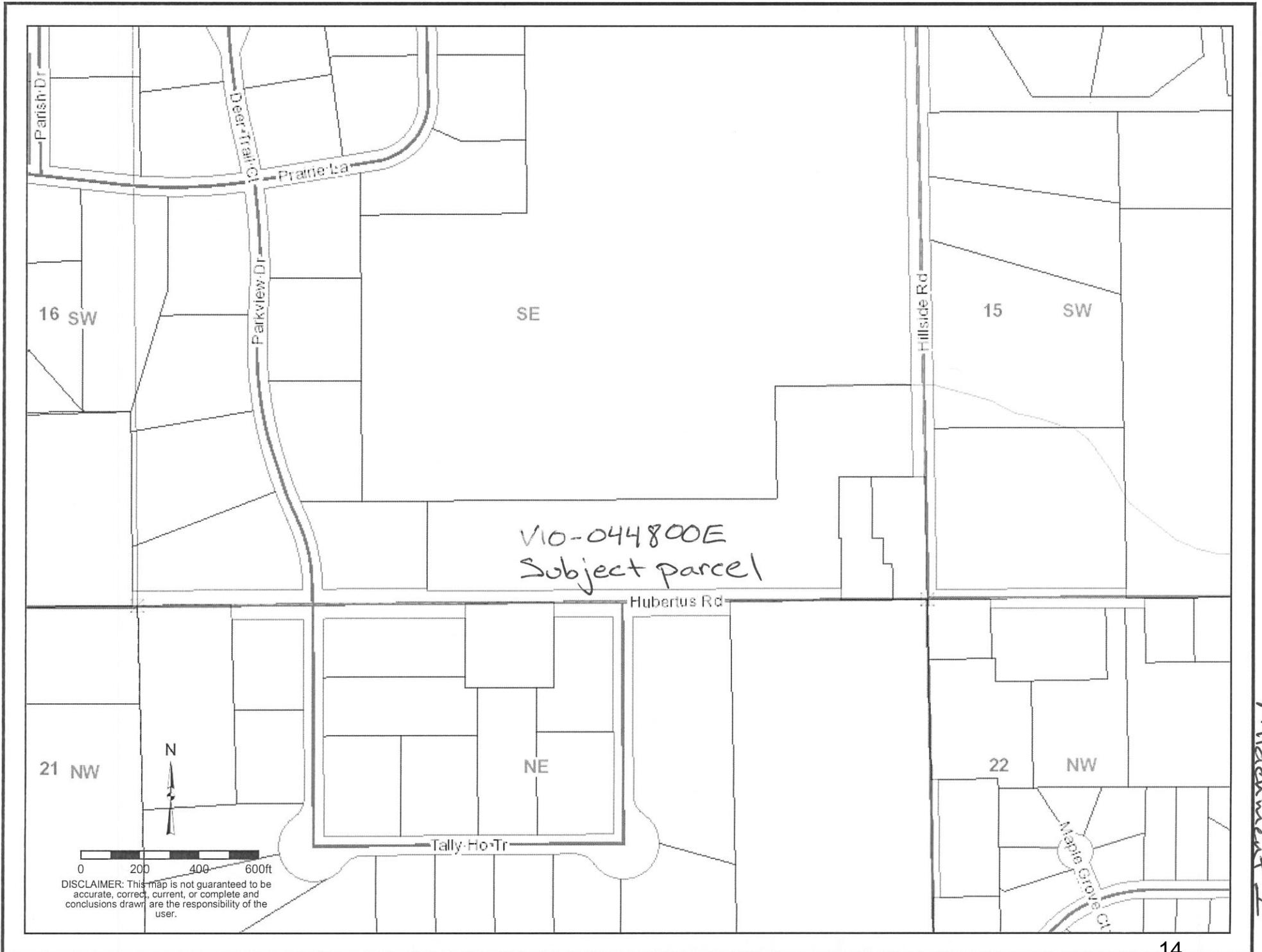
This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

Adopted this 19th day of May, 2016

Attest:

John Jeffords, Village President

Attest: Jim Healy, Village Administrator/Clerk



Attachment Z

(Class II Public Notice)
NOTICE OF PUBLIC HEARING
VILLAGE OF RICHFIELD
Thursday, May 5, 2016

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, May 5, 2016 at 7:00 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI 53033, for the following:.

- 1) To consider the petition by the Village of Richfield to rezone property (13.47ac) indicated by Tax Key: V10_044800E from P-1, Park and Recreation District to I-1, Institutional District.

The above amendments will affect the use of land within each of the defined districts as proposed. A copy of the proposed ordinances and proposed Zoning Maps will be on file and open for public inspection in the office of the Village Clerk for a period of two weeks prior to this public hearing. 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 April 20, 2016

Publication Dates:

April 23, 2016

April 28, 2016

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



April 25, 2016

Village of Richfield
*Forward. Preserving...
A Country Way of Life!*

RE: Richfield Volunteer Fire Station Update

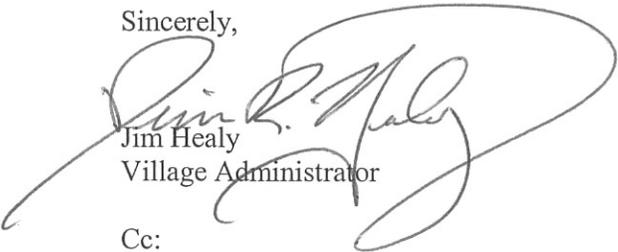
Dear Neighbor,

The Village is writing today to inform you that we have a scheduled Public Hearing on May 5th at 7PM for the rezoning of property at Heritage Park. The purpose for the Village-led petition is to allow for the Richfield Volunteer Fire Company Headquarters to be built. This rezoning is consistent with the Village's Future Land Use Map, which assists and guides these types of development decisions. At the last Plan Commission meeting in April, the Site Plan, Grading and Erosion Control, Lighting, Landscaping and Architectural Design of the building were all approved. The rezoning is the last administrative procedure to "check-off" in this process. Our hope would be that we could break ground on the new headquarters near the end of May or early June.

As you likely know, the Town and now Village has been planning this emergency response service improvement for over 10 years. We firmly believe that this building will be a long-term solution to the Village's emergency response needs for generations to come and its construction will allow the Fire Company to potentially shave minutes off of their response times. Rather than continuing to respond to fire and EMS calls from the far northeast corner of the Village, a new, centralized location here at Heritage Park will allow our brave men and women to only have to travel three (3) miles in every direction to a person in need.

If you have any questions, comments, or concerns regarding the proceedings next week Thursday, please feel free to contact me at the number listed below. I will be happy to help or assist in any way possible.

Sincerely,



Jim Healy
Village Administrator

Cc:

John Jeffords, Village President

Board of Trustees

Terry Kohl, Richfield Volunteer Fire Company Chief

Encl:/ Plan Commission Communication Form from April 7, 2016

6 b



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: May 5, 2016

SUBJECT: Bark Lake Estates – Developer’s Agreement Amendment

DATE SUBMITTED: April 25, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE PLAN COMMISSION WISH TO RECOMMEND APPROVAL TO THE VILLAGE BOARD FOR THE PROPOSED AMENDMENT TO THE DEVELOPER’S AGREEMENT?

ISSUE SUMMARY:

The Village has at different times, dating as far back as 2008 and as recently as February of 2014, approved and conditionally approved various aspects of recordable and non-recordable documents relating to Bark Lake Estates subdivision, located off of Bark Lake Road on the northeast corner of Bark Lake. The subdivision’s previous developer, “Connsher LLC.”, has reconstituted with various other individuals and requested a transfer in ownership to “Ogden Midwest Funding, LLC.” A conditional approval was granted on April 21st by the Village Board pursuant to the terms and conditions of the Developer’s Agreement. In addition to that change, on or about March 4, 2016, the Village was petitioned for several other amendments to both the Developer’s Agreement and the Deed Restrictions. Developer’s Agreements are (generally speaking) the developer’s contract with the municipality establishing several guarantees for public infrastructure improvements.

The four (4) changes being petitioned are outlined in the attachment, but only two (2) apply directly the Plan Commission. They are #2 and #3 and Staff believes them to be self-explanatory. The proposed second and third amendments are changes to the dates by which construction milestones must be met by. As with the change in LLC., this is purely an administrative change to the Developer’s Agreement. The rest of the document remains in-tact.

FUTURE IMPACT & ANALYSIS:

REVIEWED BY: 
Village Deputy Clerk

Forward to Village Board: Yes
Additional Approvals Needed: Yes
Signatures Required: Yes

ATTACHMENTS:

- 1. Letter dated March 4, 2016 from R. E. Growth regarding Bark Lake Estates
- 2. Developer’s Agreement for Bark Lake Estates

STAFF RECOMMENDATION:

Motion to conditionally approve the proposed changes to the Developer’s Agreement subject to the General and Specific Conditions of Approval listed below:

Specific Conditions of Approval:

- 1. The Developer shall furnish a copy of the revised Developer’s Agreement incorporating the proposed changes proposed in their letter dated March 4, 2016 for final signatures by the Village President, Village Attorney, and Village Administrator.



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- 2. That the Village Engineer also approve the proposed changes to the construction dates listed in the Developer's Agreement, as proposed or as mutually agreed upon.
- 3. The Village Attorney prepares an assignment agreement to assign the previously approved Developer's Agreement from Connesher LLC to Ogden Midwest Funding, LLC., provided they agree to all the terms and conditions of the original agreement; Once completed, Staff provides R.E. Growth LLC and Ogden Midwest Funding, LLC. with written authorization of the same upon execution.

General Conditions of Approval:

- 1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Attorney, 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; of 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 CLERKS USE ONLY
BOARD ACTION TAKEN

Village Staff Member

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

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

Village Administrator

R.E. Growth
LLC.

R. E. Growth
LLC, 1895 Hwy 175,
Richfield, Wi. 53076

Phone: 262-628-4949.
Fax: 262-628-8282.
Email: Investrees@aol.com

Friday, March 4, 2016

Jim Healy, Administrator
Village of Richfield
4128 Hubertus Road
Richfield, Wi. 53033

Jim,

Per our joint conversations, would like to address the following at the upcoming Village Board Meeting, on March 17, 2016;

Bark Lake Estates, Connsher LLC., agreements for development for 40 acres on Bark Lake.

1. Under Section XXIII, allow the assignment of the Development Agreement for Bark Lake Estates/Connsher LLC to be assigned in its entirety to Ogden Midwest Funding, LLC, along with any and all other approvals the Village has in place currently with Bark Lake Estates and Connsher LLC.

2. Under Section 1A, Improvements: Change #2 date from 9-13-13 to 10-31-16, and under #4, 8-1-15 to 8-1-17 to allow appropriate time to complete.

3. Under Section 1B, Improvements, Change #2 from 9-13-13 to 10-31-16 to allow appropriate time to complete.

4. Allow two spec homes to be constructed in accordance with the deed restriction approved by the Village. This would allow the lots to be marketed and sold more effectively, which is beneficial to the developer and the Village.

Jim, anything additional you would require or suggest, let me know and we will address.

Thanks for your input and help.

Cordially yours,


Jeff Holleneck, & Jim Heyden

Plan
Commission
Consideration

DEVELOPER'S AGREEMENT
FOR
BARK LAKE ESTATES
VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN

THIS AGREEMENT made this 5th day of March, 2014, between CONNSHER LLC, a limited liability company, PO Box 327, Richfield, WI, 53076 hereinafter called "DEVELOPER", and the VILLAGE of RICHFIELD in the County of Washington and the State of Wisconsin, hereinafter called the "VILLAGE".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of approximately 37.3 acres of land in the VILLAGE, said land being described on EXHIBIT A and shown on EXHIBIT B preliminary plat attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

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

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

WHEREAS, said SUBJECT LANDS are presently zoned residential RS-3, which allows the above development; and

WHEREAS, the DEVELOPER and VILLAGE desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the VILLAGE, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as required by the VILLAGE Engineer, without cost to the VILLAGE; and

WHEREAS, this agreement is necessary to implement the VILLAGE zoning and land division ordinances; and

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

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

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

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

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof from the VILLAGE Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications on file in the VILLAGE Clerk's office dated the ~~13th~~ day of ~~September, 2016~~.
3. "Reserved" for future use 31st October, 2016
4. The first lifts of the public streets will be completed and presented to the VILLAGE Board no later than August 1, ~~2015~~, or as extended by the VILLAGE Board. The first course must be installed prior to filing of the final plat. 2017
5. The final "lift" or layer of asphalt shall be installed on the dedicated public roadway pursuant to the Village's Land Division Regulations on or before October 1 of the applicable calendar year, unless installation after October 1 is approved by the Village Engineer in writing, and in addition, must be completed on or before the earliest of the following dates:
 - (a) One year after the date the final plat was approved by the Village Board if at least sixty six (66) percent of the building sites have been constructed upon.
 - or
 - (b) Two (2) years after the date the final plat was approved by the Village Board.
6. The DEVELOPER shall maintain public streets, including snowplowing, until Final Acceptance is granted by the VILLAGE Board as set forth in Section III.

7. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Said "as built" shall be on reproducible mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.
8. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until Final Acceptance has been granted by the VILLAGE Board as described in Section III. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the VILLAGE. If said mud, dirt, stone or debris are not cleaned up after notification, the VILLAGE Board will may do so at the Developer's and/or subject property owner's expense, at the option of the VILLAGE.

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

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and written proof that the VILLAGE Engineer has reviewed and approved said plans.
2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications, and all applicable federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the VILLAGE Engineer, on file in the VILLAGE Clerk's office dated the ~~19th~~ day of ~~September, 2013,~~ ^{October, 2016} including where necessary as determined by the VILLAGE Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/detention basins.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the VILLAGE Board before any building permits are issued.

4. The VILLAGE Board will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the VILLAGE Engineer.
5. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the VILLAGE Board.
6. The VILLAGE retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the VILLAGE Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.
7. To furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of Building Permits, if required by the VILLAGE Engineer.

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

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, and written proof that the VILLAGE Engineer, and the Army Corps of Engineers, if applicable, have approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the VILLAGE Engineer, and Army Corps of Engineers, if applicable.
3. All disturbed areas shall be restored to the satisfaction of the VILLAGE Engineer within seven (7) days of disturbance. Said cash or letter of credit will not be released until the VILLAGE Engineer is satisfied that no further erosion measures are required.

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

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainageways, building foundation sites, private driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.

2. The DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the VILLAGE Engineer prior to the issuance of any building permits.
4. The VILLAGE of Richfield has the right to trim and remove any features which would interfere with safe operation and maintenance of the VILLAGE right-of-ways and drainageways.

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

1. Street signs, traffic control signs, culverts, posts and guard rails as required by the VILLAGE shall be obtained and placed by the VILLAGE, or by the DEVELOPER with approval of the VILLAGE, and the cost thereof shall be paid by the DEVELOPER.
2. All traffic control signs and street signs, as required by the VILLAGE will be installed within five (5) working days of the placement of the first lift of asphalt.

F. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the VILLAGE may cause such work to be carried out and shall charge against the financial guarantee held by the VILLAGE pursuant to this agreement.

SECTION II. TIME OF COMPLETION IMPROVEMENTS:

The improvements set forth in Section I above shall be completed by the DEVELOPER prior to filing the final plat, except that the public streets shall be completed by the Developer within the time periods as specified in Section 1.A.

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the VILLAGE. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and

shall be granted specifically by separate resolution of the VILLAGE Board. The one-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

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

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

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the VILLAGE as set forth herein, the same shall be accepted by the VILLAGE Board if said improvements have been completed as required by this agreement and as required by all federal, state, county or VILLAGE guidelines, specifications, regulations, laws and ordinances and approved by the VILLAGE Engineer.

SECTION VI. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the VILLAGE or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

- A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Final Acceptance (as described in Section III), by providing the VILLAGE with cash or a letter of credit in a form acceptable to the VILLAGE Attorney in an aggregate amount of fifteen (15%) percent of the total cost of all improvements. The DEVELOPER shall pay for any damages to VILLAGE property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the VILLAGE might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to VILLAGE property and/or improvements, and the VILLAGE is required to draw against the cash or letter of credit on file with the VILLAGE, the DEVELOPER is required to replenish said monies up to the aggregate amount of fifteen (15%) percent of the total cost of all improvements.
- B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the VILLAGE Board at the expiration of the guarantee period.
- C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the VILLAGE Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the VILLAGE of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the VILLAGE in the aforementioned notification, after notice has been sent as provided herein, the VILLAGE Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the VILLAGE Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the VILLAGE Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.
- D. Maintenance Prior to Acceptance.
1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the VILLAGE Board as described in Section III. This maintenance shall include

routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the VILLAGE Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the VILLAGE Board. Should the DEVELOPER fail to meet this requirement, the VILLAGE Board will may cause the work to be done and will thereafter bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.
3. In the event drainage problems arise within the subject property or related activities on the subject property, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the VILLAGE Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION VIII. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

The VILLAGE shall not be responsible to perform repair, maintenance, or snow plowing on any improvements until Final Acceptance is granted by the VILLAGE Board as described in Section III.

SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT:

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

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the VILLAGE Board, the DEVELOPER shall file with the VILLAGE cash or a letter of credit setting forth terms and conditions in a form approved by the VILLAGE Attorney in the amount as approved by the VILLAGE Engineer as a guarantee that the DEVELOPER will perform all terms of this agreement no later than two years from the signing of this agreement except as otherwise set forth in this agreement. If at any time:

- A. The DEVELOPER is in default of any aspect of this agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within the time period specified in this agreement.
- C. The letter of credit on file with the VILLAGE is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by VILLAGE Engineer, and in a form approved by the VILLAGE Attorney, to pay the costs of improvements in the Subdivision,

the DEVELOPER shall be deemed in violation of this agreement and the VILLAGE Board shall have the authority to draw upon the letter of credit.

The amount of the cash or letter of credit may be reduced by resolution of the VILLAGE Board as the improvements are completed by the DEVELOPER, provided that the remaining cash or letter of credit is sufficient to secure completion of the remaining improvements.

The lending institution providing the irrevocable letter of credit shall pay to the VILLAGE Board all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to do so, in whole or in part, the VILLAGE shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

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

- A. The installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the VILLAGE Board.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating

system as required herein, are cleaned as needed, and are accepted by the VILLAGE Board.

- C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the VILLAGE Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the VILLAGE Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the VILLAGE, filed with the VILLAGE Clerk and recorded with the Register of Deeds.
- G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- H. The DEVELOPER is not in default of any aspect of this agreement.
- I. There is no default of any aspect of this agreement.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS:

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

SECTION XIII. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

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

B. MANNER OF PERFORMANCE:

Cause all construction called for by this agreement to be carried out and performed in a good and workerlike manner.

C. SURVEY MONUMENTS:

Properly place and install any lot, block or other monuments required by State Statute, VILLAGE Ordinance or the VILLAGE Engineer.

D. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the VILLAGE Board, VILLAGE Planner and VILLAGE Attorney, and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The deed restrictions shall also contain the following language:

"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan, attached hereto, or any amendment thereto approved by the VILLAGE Engineer on file in the office of the VILLAGE Clerk. The DEVELOPER and/or the VILLAGE and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same."

E. GRADES:

Prior to the issuance of a building permit for a specific lot, the DEVELOPER and/or lot owner and/or their agent shall furnish to the Building Inspector of the VILLAGE a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

F. UNDERGROUND UTILITIES:

Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

G. PERMITS:

Provide and submit to the VILLAGE requesting the same, valid copies of any and all governmental agency permits.

H. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the VILLAGE Engineer.

I. PARK AND PUBLIC SITE DEDICATION FEES:

To pay as provided in the VILLAGE'S Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites. The fee for the entire development shall be paid prior to the final approval of the final plat.

J. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

K. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and Final Acceptance has been granted by the VILLAGE Board as described in Section III. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER'S and/or subject property owner's expense.

L. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

M. DIGGERS HOTLINE:

Developer's contractor shall notify Diggers Hotline and provide evidence of such notification to the Village Clerk before commencement of any land disturbing activities on the Subject Lands.

N. PREVAILING WAGE RATES AND HOURS OF LABOR:

If any aspect of the development involves a project of public works that is regulated by Wisconsin Statutes Section 66.0903 then: (1) The Developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The Developer shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) The Developer shall fully comply with the reporting obligations, and all other requirements of such laws; and (4) The Developer shall ensure that the Developer's subcontractors also fully comply with such laws. The Developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903, for any work arising out of this agreement.

SECTION XIV. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the VILLAGE in connection with this subdivision or relative to the construction, installation, dedication and acceptance of the subdivision improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the VILLAGE pursuant to this agreement, or assessed against the subdivision land as a special charge pursuant to '66.0627, Wis. Stats.

SECTION XV. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. The DEVELOPER shall also name as additional insureds on its general liability insurance the VILLAGE, its officers, agents, employees and any independent contractors hired by the VILLAGE to perform services as to this subdivision and give the VILLAGE evidence of the same upon request by the VILLAGE.

SECTION XVI INSURANCE:

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

SECTION XVII. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

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

SECTION XVIII. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION XIX. ZONING:

The VILLAGE does not guarantee or warrant that the subject lands of this agreement will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XX. COMPLIANCE WITH CODES AND STATUTES:

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

SECTION XXI. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

The DEVELOPER acknowledges that the subject land is subject to a conditional preliminary plat approval and a conditional final plat approval by the VILLAGE of Richfield. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional preliminary plat approval for the subject property is attached hereto and incorporated herein as EXHIBIT C, and the conditional final plat approval for the subject property is incorporated herein as EXHIBIT D. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply. Should the Developer's agreement be recorded prior to approval of the final plat, the final plat approval conditions may be attached as EXHIBIT D after the final plat is approved.

SECTION XXII. AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the VILLAGE'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any lot or any interest in any lot or parcel of land in the subdivision. Notwithstanding the foregoing, or any other provision of this Agreement, it is expressly understood and agreed that any or all of the provisions of this agreement may be amended, modified, waived, and/or annulled by written amendment by and between the DEVELOPER and the VILLAGE alone pursuant to Section XXVI of this Agreement, without any requirement that the purchaser or owner of any lot or parcel of land in the Subdivision, or the holder of any interest in any lot or parcel of land in the subdivision, join in or consent to same.

SECTION XXIII. ASSIGNMENT:

The DEVELOPER shall not assign this agreement without the written consent of the VILLAGE. The assignee must agree to all terms and conditions of this document in writing.

SECTION XXIV. PARTIES BOUND:

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

SECTION XXV. HEIRS & ASSIGNS:

This agreement is binding upon the DEVELOPER, owners, their heirs, their assigns, and any and all future owners of the subject lands.

SECTION XXVI AMENDMENTS:

The VILLAGE and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the VILLAGE Board. The VILLAGE shall not, however, consent to an amendment until after first having received a recommendation from the VILLAGE'S Plan Commission.

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

CONNSHER LLC

By: Constance O'Mara Heyden

Authorized Signatory-Constance O'Mara-Heyden

STATE OF WISCONSIN)
)ss.
COUNTY OF Washington)

Personally came before me this 11th day of March, 2014, the above-named Constance O'Mara Authorized Signatory of Constance O'Mara Heyden to me known to be the person who executed the foregoing instrument and acknowledged the same.

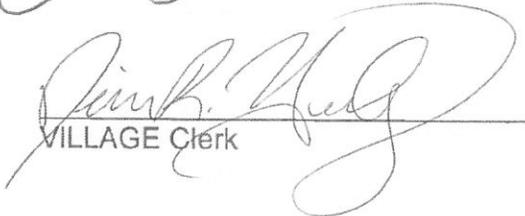
Kathleen Smith

NOTARY PUBLIC, STATE OF WI

My commission expires: July 29, 2017

VILLAGE OF Benfield
Washington COUNTY, WISCONSIN


VILLAGE President


VILLAGE Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF Washington)

Personally came before me this 12th day of March, 2014, the above-named John Jeffords, VILLAGE President, and Jim Healy, VILLAGE Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and VILLAGE Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the VILLAGE Board from their meeting on the 20 day of February, 2014.


NOTARY PUBLIC, STATE OF WI
My commission expires: 9/25/16

APPROVED AS TO FORM:


VILLAGE Attorney

As Revised March 5, 2014

C:\MyFiles\Devagr\model.2010 Village Unsewered Unwatered.10-28-13

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VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: May 5, 2016

SUBJECT: Johnny Manhattan's One-Lot CSM, Tax Keys: V10_042300A and V10_0422

DATE SUBMITTED: April 27, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE PLAN COMMISSION WISH TO RECOMMEND CONDITIONAL APPROVAL TO THE VILLAGE BOARD FOR THE ONE-LOT CSM?

ISSUE SUMMARY:

The Village has been working with the owner/operator of Johnny Manhattan's for the last several months working to rezone the subject property to allow for additional parking at her business establishment. The steps involved in the process were 1) a Comprehensive Plan amendment, 2) rezoning of the subject property to be consistent with the zoning at the principal place of business, 3) a CSM combining the lots into a singular parcel, and 4) a Site, Building and Plan of Operation addressing the engineering of the lot, lighting and landscaping. At the April 7th Plan Commission meeting a scheduled Public Hearing was held. At the conclusion of the Public Hearing the following motion was made:

Motion by Trustee Collins to recommend to the Village Board the conditional approval of Ordinance O2016-04-1, an Ordinance to rezone the subject property located at 3726 Hubertus Road (Tax Key: V10_0422) from Rs-3, Single Family Residential District to B-1, Neighborhood Business District subject to the following Specific Conditions of Approval:

Specific Conditions of Approval:

1. The Village Board adopt by Ordinance the proposed amendment to the Village's Land Use Map.
2. The Village Board approve a one-lot CSM combining the property located at 3726 Hubertus Road (V10_0422) and the principal place of business, Johnny Manhattan's.
3. The Plan Commission approve the proposed amendment to the Site, Building and Plan of Operation.

Seconded by Commissioner Cote; Motion passed without objection.

The application before us tonight is to satisfy Specific Condition of Approval #2. Village Engineer Mitchell Leisses has reviewed the proposed CSM prepared by Mr. Rick Hillman, RLS. The newly formed parcel, combining both lots, is approximately 1.69 acres or 73,973sqft. Approximately 3,894sqft. is being dedicated to the Village of Richfield for right-of-way purposes. The Village Engineer has recommended to the Village Staff that we conditionally approved the CSM based on the following provisions being addressed:

1. *That subsequent to receiving Village approval and prior to recording the final CSM that all lot pipes on the corners of the parcel be installed.*
2. *That the Plan Commission, in considering approval of the map, also note that the requirements as set forth within the revocable occupancy permit yet apply. As a further measure, the Village should consider that a note with regard to the revocable occupancy permit be appended to the CSM.*
3. *That all comments on the reviewed CSM, enclosed, be addressed.*
4. *Any other conditions as set forth by the Village Plan Commission also be addressed.*

6c



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: May 5, 2016

FUTURE IMPACT & ANALYSIS:

REVIEWED BY: *[Signature]*
Village Deputy Clerk

Forward to Village Board: Yes
Additional Approvals Needed: Yes
Signatures Required: Yes

ATTACHMENTS:

1. Written Communication from Village Engineer Mitchell Leisses dated April 28, 2016
2. Certified Survey Map prepared by Mr. Rick Hillman dated April 21, 2016 with REDLINE Corrections
3. Revocable Occupancy Permit filed with the Washington County Register of Deeds July of 2014
4. Washington County GIS aerial overview

STAFF RECOMMENDATION:

Motion to recommend to the Village Board the approval of the proposed One-Lot CSM for Ms. Nancy Manhattan indicated by Tax Keys V10_0422 and V10_042300A subject to the general and specific conditions listed below.

Specific Conditions of Approval:

1. The Village Board adopt by Ordinance the proposed amendment to the Village's Future Land Use Map.
2. The Village Board adopt by Ordinance the proposed rezoning of the subject property.
3. The Plan Commission approve the proposed amendment to the Site, Building and Plan of Operation.
4. Prior to the filing of the proposed CSM, the existing single family home be razed with the appropriate permits being applied for and granted by the Village's Building Inspection Department.
5. A notation be added to the face of the CSM, agreeable to the Village Engineer, which references the previously filed document number of the Revocable Occupancy Permit filed with the Washington County Register of Deeds in July of 2014.
6. On page 6 of 6, replace "Laura Johnson, Clerk" with "Jim Healy, Village Administrator/Clerk".
7. On page 6 of 6, delete and reference to the "Town of Richfield" and replace with "Village of Richfield".

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

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VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: May 5, 2016

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 CLERKS USE ONLY
BOARD ACTION TAKEN

Village Staff Member


Village Administrator

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

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



107 Parallel Street
Beaver Dam, WI 53916
920-356-9447
Fax 920-356-9454
kunkelengineering.com

Mr. James Healy, Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

Sent Via: Email

RE: Nancy Menos Manhattan-Certified Survey Map Review

Dear Jim,

Please be advised that our office is in receipt of a proposed certified survey map CSM for the property located at the northwest corner of Hubertus and scenic roads. The survey was prepared by Continental surveying services LLC and stamped by Mr. Rick R Hillman RLS. Survey was prepared on behalf of Nancy Menos Manhattan the property owner. Please consider this transmittal a review of the survey relative to chapter 66.05 of the village of Richfield code of ordinances.

As we understand it the need to prepare a certified survey map is primarily due to the owner of two parcels (V10-0423A and V10-0422) desiring to construct a parking lot west of the existing restaurant. The village generally requires parcels to be combined in order to meet requirements as set forth within the zoning ordinance. There was previously a structure on the Westerly parcel which has been raised in order to make room for the future parking lot. The CSM also dedicates to the village of Richfield an additional 33.01 feet of right-of-way ROW, along Hubertus Road.

The CSM reflects an existing sewer easement adjacent to the north east corner of the restaurant. In addition, page 2, of the survey provides a detailed drawing of the encroachment of the restaurant into the existing Hubertus Road right-of-way. The village had issued a revocable occupancy permit to the property owner to conditionally allow the building to be occupied, with encroachment. The surveyor has noted on page 3 of the documents that he has applied with provisions of chapter 236 of the Wisconsin statutes and the platting ordinance of the village of Richfield in developing the map.

Jim, based upon my review of the proposed certified survey map pursuant to the regulations contained within chapter 66.05 of the village court of ordinances I recommend that the village consider approval of the CSM contingent upon the following:

- 1) That subsequent to receiving village approval and prior to recording the final CSM that all lot pipes on the corners of the parcel be installed.
- 2) That the Plan Commission, in considering approval of the map, also note that the requirements as set forth within the revocable occupancy permit yet apply. As a

further measure the village should consider that a note with regard to the revocable occupancy permit be appended to the CSM.

- 3) That all comments on the reviewed CSM, enclosed, be addressed.
- 4) Any other conditions as set forth by the village plan commission.

Jim, this concludes my review of the Nancy Menos Manhattan certified survey map as submitted by Continental surveying services LLC. Should you have any questions in the interim please do not hesitate to contact me sincerely

Sincerely,

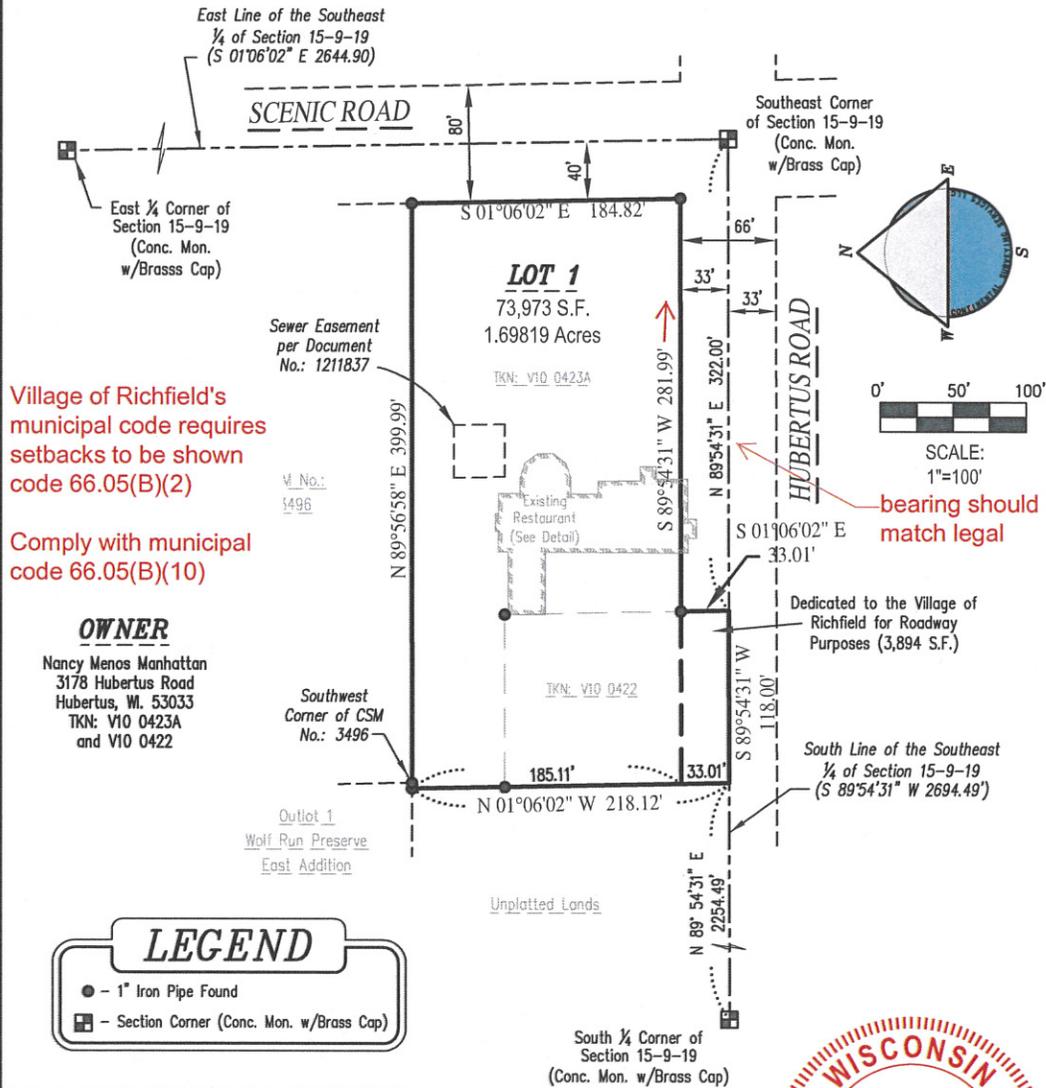
Craig J Kunkel PE

Mitchell Leisses

Enclosures

Certified Survey Map

A Redivision of Lot 1 of Certified Survey Map No. 6570, and unplatted lands all being a part of the Southeast 1/4 of the Southeast 1/4 of Section 15, Township 9 North, Range Nineteen 19 East, Located in the Village of Richfield, Washington County, Wisconsin.



Village of Richfield's municipal code requires setbacks to be shown code 66.05(B)(2)

Comply with municipal code 66.05(B)(10)

OWNER

Nancy Menos Manhattan
3178 Hubertus Road
Hubertus, WI. 53033
TKN: V10 0423A
and V10 0422

LEGEND

- - 1" Iron Pipe Found
- - Section Corner (Conc. Mon. w/Brass Cap)

CONTINENTAL SURVEYING SERVICES LLC



Registered Land Surveyors, Surveying Since 1987

Focusing on You!

Main Office:

2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200

Alt Phone: (262) 628-1409

Milwaukee Office: (414) 425-2060

Website: www.csssurveys.com

Email: survey@csssurveys.com

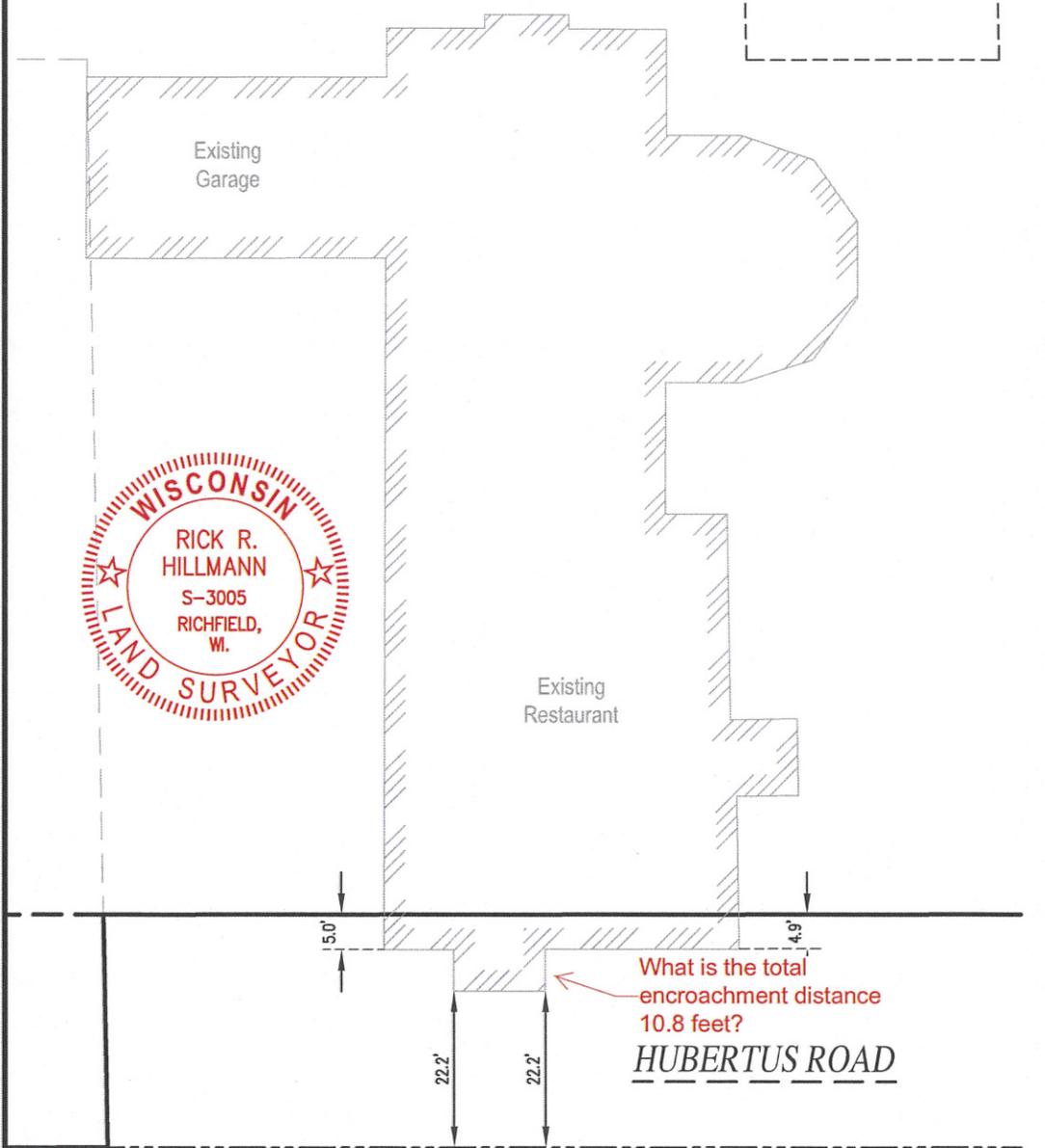
NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the SE 1/4 of Section 15, Township 9 North, Range 19 East bears N 89°54'31" E.

This Instrument was drafted by Rick R. Hillmann, a registered Land Surveyor, S-3005 on this 21st day of April, 2016
Sheet 1 of 6



Certified Survey Map

A Redivision of Lot 1 of Certified Survey Map No. 6570, and unplatted lands all being a part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 9 North, Range Nineteen 19 East, Located in the Village of Richfield, Washington County, Wisconsin.



CONTINENTAL SURVEYING SERVICES LLC



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 2059 Hwy 175, Suite "A"
 Richfield Wl. 53076
 Phone: (262) 389-9200
 Alt Phone: (262) 628-1409
 Milwaukee Office: (414) 425-2060
 Website: www.csssurveys.com
 Email: survey@csssurveys.com

NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the SE $\frac{1}{4}$ of Section 15, Township 9 North, Range 19 East bears N 89°54'31" E.

This Instrument was drafted by Rick R. Hillmann, a registered Land Surveyor, S-3005 on this 21st day of April, 2016
 Sheet 2 of 6



Certified Survey Map

A Redivision of Lot 1 of Certified Survey Map No. 6570, and unplatted lands all being a part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 9 North, Range Nineteen 19 East, Located in the Village of Richfield, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE:

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

That I have surveyed, divided and mapped a parcel of land being in a part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 9 North, Range 19 East, Located in the Village of Richfield, Washington County, Wisconsin, now more particularly bounded and described and follows:

Commencing at the Southeast Corner of said $\frac{1}{4}$ Section, thence South 89°54'31" West on and along the South line of said $\frac{1}{4}$ Section, 322.00 feet to the point of beginning of lands hereinafter described;

Thence continuing South 89°54'31" West on and along said South Line, 118.00 feet to a point; thence North 01°06'02" West, 218.12 feet to a point; thence North 89°56'58" East 399.99 feet to a point on the West line of Scenic Road; thence South 01°06'02" East on and along said West line, 184.82 feet to a point on the North line of Hubertus Road; thence South 89°54'31" West on and along said North line 281.99 feet to a point; thence South 01°06'02" East 33.01 feet to the Place of Beginning of this description.

The gross area of said parcel contains 77,867 Square feet or (1.78758 Acres) of land more or less.

That I have made such survey, land division and map by the direction of Nancy H. Melesky & Nancy Menos Manhattan, owners of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the Village of Richfield in surveying, dividing and mapping same.

Dated this _____ day of _____, 20_____.

Rick R. Hillmann RLS
Registered Land Surveyor S-3005

**CONTINENTAL
SURVEYING
SERVICES LLC**



Registered Land Surveyors, Surveying Since 1987

Focusing on You!

Main Office:

2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200

Alt Phone: (262) 628-1409

Milwaukee Office: (414) 425-2060

Website: www.csssurveys.com

Email: survey@csssurveys.com



NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the SE $\frac{1}{4}$ of Section 15, Township 9 North, Range 19 East bears N 89°54'31" E.

This Instrument was drafted by Rick R. Hillmann, a registered Land Surveyor, S-3005 on this 21st day of April, 2016
Sheet 3 of 6



Certified Survey Map _____

A Redivision of Lot 1 of Certified Survey Map No. 6570, and unplatted lands all being a part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 9 North, Range Nineteen 19 East, Located in the Village of Richfield, Washington County, Wisconsin.

VILLAGE OF RICHFIELD BOARD APPROVAL:

This Certified Survey Map, being a part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 9 North, Range 19, East, Located in the Village of Richfield, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and accepted by the Town Board of Trustees of the Village of Richfield on this _____ day of _____, 20_____.

John Jeffords, Village President

Laura Johnson, Clerk

CONTINENTAL SURVEYING SERVICES LLC



Registered Land Surveyors, Surveying Since 1987

Focusing on You!

Main Office:

2059 Hwy 175, Suite "A"
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NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the SE $\frac{1}{4}$ of Section 15, Township 9 North, Range 19 East bears N 89°54'31" E.

This Instrument was drafted by Rick R. Hillmann, a registered Land Surveyor, S-3005 on this 21st day of April, 2016
Sheet 6 of 6



Document No.:
REVOCABLE OCCUPANCY PERMIT
Village of Richfield

Occupant Name and Address:
Nancy Menos Manhatten
3718 Hubertus Road
Hubertus, WI. 53033

Agency Name and Address:
Village of Richfield
4128 Hubertus Road
Richfield, WI. 53033

Highway/Road:
Hubertus Road

County:
Washington

Village:
Richfield

This space is reserved for recording data

Return to:
Village of Richfield
4128 Hubertus Road
Richfield, WI. 53033

Parcel Identification Number/Tax Key Number:
V10 0423

Property Address:
3718 Hubertus Road, Hubertus, WI. 53033

Property Description per Document No.:1163148
That part of the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section Fifteen (15) Township Nine (9) North, Range Nineteen (19) East, Town of Richfield, Washington County, Wisconsin, described as follows:

Commencing at a point 1025.5 feet East of the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 15, thence North 154 feet; thence East 94 feet; thence South 154 feet; thence West 94 feet to the place of beginning. Together with and subject to the rights contained in Easement recorded in the Washington County Registry in Volume 355 of Records on Page 303, as Document No. 258999

Encroachment Type and Description
Building

The furthest Southerly point on the Building falls South of the North Line of Hubertus Road Right of Way Line 10.8 feet and 22.2 feet from the Centerline of said road.

The use and occupancy of the above named Highway/Road right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

- 1 This permit only authorizes the described encroachment to remain temporarily within said right of way, however, if the described encroachment is damaged from any cause whatsoever, to the extent that repair costs would be equal to or greater than 50% of the assessed or estimated value of the described encroachment at the time of said occurrence, then it cannot be repaired, re-erected and/or replaced anywhere within the existing Highway/Road right of way.
- 2 In the event that the Agency deems it necessary to revoke this permit on the basis of a need to expand capacity or improve safety, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon (30) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
- 3 If the Agency determines that the installation or use of the described encroachment authorized under this permit increases the difficulty of highway maintenance, creates conditions adverse to the best interest of the highway users, the general public, or presents a threat to highway safety, then the occupant, upon notification by the Agency shall promptly remove the encroachment from the highway right of way.
- 4 Failure by the Occupant to comply with the provisions of this permit is cause for the Agency to terminate this permit and to require the Occupant to take immediate action to clear the right of way to a safe condition.
- 5 Issuance of this permit shall not be construed as a waiver of the occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.

(Signature)

(Print Name)

(Title if Applicable)

STATE OF WISCONSIN)
) SS
County of _____)

Personally came before me this _____ day of _____, 20_____, the above named owner, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Print Name _____

Notary Public, _____ County, WI.

My Commission Expires: _____

