



AGENDA  
VILLAGE BOARD MEETING  
RICHFIELD VILLAGE HALL  
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN  
MAY 19, 2016  
7:00P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance with Open Meeting Law
3. Pledge of Allegiance
4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding reports and discussion/action items on the agenda, only. Public comments are not a public hearing and are typically a one-way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
5. CONSENT AGENDA
  - a. Vouchers for Payment
  - b. Treasurer's Report
  - c. Meeting Minutes:
    - i. April 19, 2016 – Special Village Board Meeting
    - ii. April 21, 2016 – Regular Meeting
  - d. New Operator Licenses
  - e. Resolution R2016-05-01, A Resolution Honoring Larry Schmitt
6. REPORT: 2015 Village Audit – Ms. Karen Kerber, Kerber Rose
7. PUBLIC HEARING
  - a. Discussion regarding the annual adoption of “Weights and Measures” pursuant to Chapter 363
  - b. Discussion regarding Ordinance O2016-05-01, an Ordinance for a proposed amendment to the Village’s Future Land Use Map for the property at 3726 Hubertus Road (Tax Key: V10\_0422)
8. DISCUSSION/ACTION ITEMS
  - a. Discussion/Action regarding the annual adoption of “Weights and Measures” pursuant to Ch. 363
  - b. Discussion/Action regarding Ordinance O2016-05-01, an Ordinance for a proposed amendment to the Village’s Future Land Use Map for the property at 3726 Hubertus Road (Tax Key: V10\_0422)
  - c. Discussion/Action regarding an 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
  - d. Discussion/Action regarding a One-Lot Certified Survey Map for a subject property located at 3726 Hubertus Road (Tax Key: V10\_0422 & V10\_042300A)
  - e. Discussion/Action regarding appointments to Boards and Commissions:
    1. Architectural Review Board
    2. Board of Zoning Appeals
    3. Park Commission
    4. Plan Commission
    5. CIP Administrative Committee
  - f. Discussion/Action regarding Ordinance O2016-05-02, 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
  - g. Discussion/Action regarding amendments to the Developer’s Agreement for Bark Lake Estates
  - h. Discussion/Action regarding approval of a Combination Class “B” Beer License or “Class B” Retail License for the sale of Fermented Malt Beverages and Intoxicating Liquors and Unenclosed Premise Permit for Holy Hill Art Farm located at 4958 Hwy 167
  - i. Discussion/Action regarding the adoption of the 2017-2021 Capital Improvement Program
  - j. Discussion/Action regarding the acceptance of a monetary donation from the Richfield Volunteer Fire Company pursuant to the adopted “Gifts and Memorials Policy”
  - k. Discussion/Action regarding the allocation of CIP funds for site improvements at Heritage Park

- l. Discussion/Action regarding Resolution R2016-05-02, a Resolution to the Board of Commissioners of Public Lands
- m. Discussion/Action regarding the execution of multiple contracts related to the construction of the Village's municipal building generally located at 4128 Hubertus Road (V10\_044800E)
- n. Discussion/Action regarding a Letter of Credit release for NMMR Investments No. 1

9. PUBLIC COMMENTS (...Continued)

10. ADJOURNMENT

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

2



**AFFIDAVIT OF POSTING**

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

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

1. Noxious weeds

2. Village Board Agenda - 2016. 5. 19

on Friday, May 13 (date), 1:15 P.M. (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; ~~on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield, \*~~ and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy O, Colgate.

Margaret M. Rurnells  
Signature

May 13, 2016  
Date

\* Not available due to construction on Hwy 175

Personally came before me this 13<sup>th</sup> day of May, 2016  
[Signature]  
Notary Public, State of Wisconsin  
My commission expires 9-4-16

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

[Signature]  
Signature

5-13-16  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

5



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 5

MEETING DATE: May 19, 2016

SUBJECT: Consent Agenda  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

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

ISSUE SUMMARY:

Included for your review are the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from April 19<sup>th</sup>, 21<sup>st</sup>, Resolution R2016-05-01, Resolution R2016-05-02, and New Operator Licenses.

FISCAL IMPACT:

REVIEWED BY: Katey W. Smith  
Village Deputy Treasurer

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

ATTACHMENTS:

1. Vouchers for Payment
2. Treasurer's Report
3. Meeting Minutes from April 19, 2016
4. Meeting Minutes from April 21, 2016
5. Resolution R2016-05-01, A Resolution Honoring Larry Schmitt
6. Resolution R2016-05-02, A Resolution Naming Depositories for Village Funds
7. New Operator License List, Copy of Applications, Background Investigation Report

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from April 19<sup>th</sup> & 21<sup>st</sup>, Resolution R2016-05-01, Resolution R2016-05-02, subject to the Village Attorney's review and New Operator Licenses.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

Laura Palmer  
Village Staff Member  
Jim Healy  
Village Administrator

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

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VILLAGE OF RICHFIELD  
VOUCHERS FOR PAYMENT  
MAY 2016

**BATCH #1**

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
10779-10825		4/19/16	Village of Richfield	\$8,278.47	Election Payroll
ACH		4/19/16	Postmaster	\$440.00	Postage 4/19/2016
ACH		4/20/16	Wisconsin Retirement System	\$6,394.98	March Wisconsin Retirement 2016
ACH		4/21/16	Capital One Bank	\$1,374.33	Office Supplies and DPW Expenses
ACH	0040468285	4/21/16	United Health Care	\$11,965.87	May 2016 Health Insurance Coverage
10826-10848		4/22/16	April Vouchers for Payment		
10849	523-14-7B	4/22/16	Road Bond Refund	\$2,000.00	2232 North Star Place
10850		4/22/16	R&R Insurance Services Inc.	\$13,900.00	Workers Compensation Insurance
10851		4/22/16	WE Energies	\$1,976.86	Heat and Electric Invoices
10852	121273	4/22/16	Associated Appraisal Consultants	\$3,958.33	Professional Services Contract
10853		4/22/16	Washington County Treasurer	\$3,709.00	Dog License April Report for 2016 Licensing
10854	25448	4/22/16	MSI General	\$9,429.00	Fire Company - Civil Engineering
10855	C328334	4/22/16	Office Copying Equipment LTD	\$686.18	Copies and Contract
10856	529110	4/22/16	Aurora Medical Group	\$48.00	DOT Drug Screening
10857		4/22/16	Board of Commissioners	\$29,921.44	Final Park Land Loan Contribution
10858		4/22/16	Tax Refund to Tax Payer	\$532.41	Refund to Sherman's for Excessive Assessment
ACH		4/26/16	Village of Richfield	\$15,772.56	Bi-Weekly Payroll
EFTPS		4/26/16	Electronic Fed Tax Payment	\$5,824.54	FICA Tax
ACH		4/26/16	Wisconsin Dept. of Revenue	\$1,180.19	State Withholding Tax
ACH		4/26/16	Wisconsin Deferred Comp	\$275.00	457 Plan
10859	626625	4/27/16	North Shore Bank Leasing	\$718.04	May 2016 Lease Agreement
10860		4/27/16	Mid-State Equipment	\$143,125.00	Wheel Excavator Payment
10861	901029	4/27/16	Delta Dental	\$206.80	Dental Insurance for May
10862		4/27/16	WE Energies	\$880.41	Street Lights and Electric
10863		4/27/16	Mailbox Replacement	\$35.00	3727 Oakwood Court S
10864		4/27/16	Municipal Treasurers Association	\$55.00	Regular Membership
			<b>TOTAL BATCH #1</b>	<b>\$262,687.41</b>	<b>Checks Written End of April 2016</b>

**BATCH #2**

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
ACH		5/3/16	Village of Richfield	\$2,045.72	Monthly Payroll
EFTPS		5/3/16	Electronic Fed Tax Payment	\$555.99	FICA Tax
ACH		5/10/16	Village of Richfield	\$16,353.29	Bi-Weekly Payroll
EFTPS		5/10/16	Electronic Fed Tax Payment	\$6,025.06	FICA Tax
ACH		5/10/16	Wisconsin Department of Rev.	\$1,065.02	State Withholding Tax
ACH		5/10/16	Wisconsin Deferred Comp	\$275.00	457 Plan
10865	5903179-2275-	5/10/16	Waste Management of Milwaukee	\$481.98	Waste Disposal Services for May 2016
10866		5/10/16	Equal Rights Division	\$82.50	April Work Permit
10867		5/10/16	Neu's Building Center, Inc.	\$209.61	Park and DPW Supplies
10868		5/10/16	Wisconsin Dept. of Justice	\$7.00	Criminal Background Checks for April
10869	RI102832137	5/10/16	FP Mailing Solutions	\$117.00	Postbase Meter
10870		5/10/16	AT&T	\$225.37	May and April Invoice
10871		5/10/16	Compass Minerals America	\$13,314.33	Salt Invoice from January
10872		5/10/16	Charter Communications	\$158.80	May Charter Invoice
10873		5/10/16	WE Energies	\$2,217.11	March 24th through April 26th Street Lighting
10874		5/10/16	Piggly Wiggly	\$205.76	Election Day Supplies and BOR Supplies
10875	65239	5/10/16	Graphic Edge Printing	\$133.00	#10 White Regular Envelopes
10876	1540390416	5/10/16	Conley Classifieds	\$80.79	Public Hearing Notices
10877		5/10/16	Port A John	\$514.00	April Port A John Invoices
10878		5/10/16	Bonnie Quaegber	\$534.00	Cleaning through April 28th
10879	86995	5/10/16	County Wide Extinguisher Inc.	\$989.00	Annual Fire Extinguisher Inspection
10880		5/10/16	Menards-Germantown	\$661.89	DPW & Park Supplies
10881	303413	5/10/16	Badger State Logistics	\$88.12	Can Liner Hwy Supplies

VILLAGE OF RICHFIELD  
VOUCHERS FOR PAYMENT  
MAY 2016

10882	901882888	5/10/16	Northern Safety & Industrial	\$76.62	Hand Soap for Concession Stands
10883	C10001692748	5/10/16	Advanced Disposal Services	\$484.00	April Solid Waste Fee's
10884	510810-04-16	5/10/16	Premium Waters Inc.	\$46.24	April Water Invoice
10885		5/10/16	Mailbox Replacement	\$35.00	1915 Woodfield Drive
10886		5/10/16	Mailbox Replacement	\$35.00	3247 Willowgate Pass
10887		5/11/16	IAEI	\$120.00	One Year Membership Dues for BI
10888		5/11/16	Employee Reimbursement	\$20.39	KateLynn for Mileage Reimbursement
10889	88302	5/11/16	Menards-Germantown	\$67.86	Park Supplies
10890		5/11/16	West Bend Elevator	\$135.00	Number II Lawn Seed
10891	0080567-IN	5/12/16	Albus Conveyors, Inc.	\$703.00	Conveyor Chain for Truck #10
10892	14676	5/12/16	CSE	\$8,050.00	DPW Facility Repairs
10893		5/12/16	Douglas Cherkauer	\$2,811.62	Quarter 1 work 2016
10894	3315	5/12/16	Grays, Inc.	\$92.00	DPW Weld
10895	165527	5/12/16	Kunkel Engineering Group	\$8,265.00	Miscellaneous Engineering
10896		5/12/16	Ontech Systems, Inc.	\$3,952.72	Quarterly Maintenance and Laptop Replacement
			<b>TOTAL BATCH #2</b>	<b>\$71,234.79</b>	<b>Checks Written Beginning of April 2016</b>

\*\*BATCH #3

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
	10915		Arenz, Molter, Macy & Riffle	\$4,597.35	March/April Attorney Invoice
			Barton Small Engine	\$2,529.94	DPW Supplies and Equipment
	543-327825		Batteries Plus	\$65.97	DPW Supplies
	20020		Burke Truck & Equipment	\$36,095.12	Early Payment for Burke Truck
			Cintas Corporation	\$905.75	DPW Cleaning Invoice
	562371		Complete Office of Wisconsin	\$76.35	Office Supplies and Equipment
	891085		Decker Supply Co. Inc.	\$1,545.75	DPW Supplies
			E.H. Wolf & Songs, Inc.	\$564.11	Motor Oil
	107024		JFTCO, Inc.	\$59.22	Cat Loader Hose
			Falls Auto Parts & Supplies	\$306.82	DPW and Park Supplies
	V0087132		Hallman Lindsay Paints	\$261.59	Soccer Athletic Paint
			Hopson Oil Co. Inc.	\$2,309.78	April Fuel Invoice
	40172		Houseman & Feind, LLP	\$32.00	2016 Carla Whitcomb Attorney Charges
	3040720P		Lakeside International Truck	\$39.90	DPW Stock Supplies
			<b>TOTAL BATCH #3</b>	<b>\$49,389.65</b>	<b>Checks Still Needing Approval***</b>

\*\*BATCH #4

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
	57645		Lange Enterprises, Inc.	\$315.18	Road Signs
			Liesener Soils, Inc.	\$283.50	Lawn and Garden Material for Parks
	63137		MJ Auto Electric LLC	\$110.00	Gator Starter Park Supplies
			Mid-State Equipment	\$361.23	Park Mower, Rhino and Tractor Parts
	33181		Milwaukee Spring and Alignment	\$831.29	Truck #6 RF Leaf Spring
			Port A John	\$136.00	Pump Restrooms in Parks
			Reinders, Inc.	\$70.11	Dry Seed Mulch and Toro Mower Parts
	S87044-001		Ritter Technology LLC	\$34.25	Wacker Excavator
			Richfield Vol. Fire Dept. Co.	\$39,365.87	May Fire Company Invoice
	9679		Schmitt Sanitation	\$180.00	Pump Holding Tanks
	135268396		US Cellular	\$300.05	May Cell Phone Invoice
	1126		Washington County Clerk	\$848.29	Presidential Preference/Spring Primary
			Washington County Health Dept.	\$108.00	Bacteria/Nitrate Sample Collection
	8868		Washington County Sheriff	\$26,004.88	Sheriff Contract Services for April 2016
	2371		Water Diagnostics Labs, LLC	\$1,025.00	Waster Sampling Request by Dr. Cherkauer
	50290		Western Contractors	\$3,271.25	DPW Supplies and Expenses
	334138		West Bend Elevator	\$135.00	Grass Seed Invoice
			Wissota Sand and Gravel, Co.	\$85.31	Chips- WI Pit
			<b>TOTAL BATCH #4</b>	<b>\$73,465.21</b>	<b>Checks Still Needing Approval***</b>
			<b>TOTAL</b>	<b>\$456,777.06</b>	

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VILLAGE OF RICHFIELD  
 Treasurer's Report for April 30, 2016

**BANK ACCOUNT BALANCES**

	Interest Rate	Beginning Balance March 31, 2016	Interest Earned	Ending Balance April 30, 2016
Landmark Checking Account	0.25%	\$ 1,740,860.55	\$ 369.51	\$ 1,665,598.84
LGIP General Fund	0.42%	\$ 738,833.56	\$ 251.90	\$ 739,085.46
LGIP Fire Impact Fees	0.42%	\$ 254,492.68	\$ 87.14	\$ 260,119.82
LGIP Park Impact Fees	0.42%	\$ 106,083.16	\$ 36.24	\$ 107,149.40
LGIP Tax Account	0.42%	\$ 1,976.43	\$ 0.67	\$ 1,977.10
FNB Entrepreneur Plus Account	0.05%	\$ 127,556.27	\$ 5.07	\$ 127,561.34
FNB Platinum MMD Account	0.15%	\$ 257,748.99	\$ 30.72	\$ 257,779.71
Bank Mutual MM Account	0.33%	\$ 251,934.09	\$ 130.92	\$ 252,065.01

**CERTIFICATES OF DEPOSIT**

	Purchase Date	Expiration Date	Interest Rates	Amount
First National Bank	October 31, 2015	April 30, 2017	0.55%	\$ 252,008.70
Bank Mutual	March 3, 2015	October 3, 2016	1.05%	\$ 254,245.56

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

**LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES**

	Purchase Date	Expiration Date	Amount
D&S Weyer No. II, LLC	June 23, 2015	August 31, 2016	\$ 59,800.00
NMMR Investments #1 LLC	October 1, 2015	October 1, 2016	\$ 11,765.00

**PERMIT PERFORMANCE BOND**

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

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Village of Richfield  
4128 Hubertus Road, Hubertus, WI  
Special Village Board Meeting Minutes April 19, 2016  
6:00 pm

**1. Call to Order**

The meeting was called to order by Village President John Jeffords at 6:00 pm. A quorum of the Village Board was present and Village Administrator Healy verified the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

**2. Roll Call**

Present: Village President John Jeffords; Village Board of Trustees; Rock Brandner, Bill Collins, Sandy Voss and Dan Neu.

Also present: Village Administrator Jim Healy.

**3. Pledge of Allegiance**

**4. DISCUSSION/ACTION ITEMS**

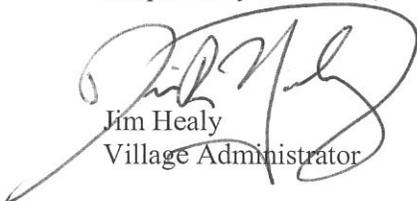
**a. Swearing In: Dan Neu and Bill Collins**

Village Administrator Healy read the results of the election and congratulated Trustee Neu and Collins on their re-election, then swore them in for their two-year terms.

**5. Adjournment**

Motion by Trustee Voss to adjourn the meeting at 6:07 pm, seconded by Trustee Neu. Motion carried unanimously.

Respectfully submitted,

  
Jim Healy  
Village Administrator

Village of Richfield  
4128 Hubertus Road, Hubertus, WI  
Village Board Meeting Minutes April 21, 2016  
7:00 pm

**1. Call to Order/ Roll Call**

The meeting was called to order by Village President John Jeffords at 7:02 pm. A quorum of the Village Board was present. Present: Village Board of Trustees; Dan Neu, Rock Brandner, Bill Collins and Sandy Voss.

Also present: Village Administrator Jim Healy and Administrative Services Coordinator KateLynn Schmitt

**2. Verification of Compliance With Open Meeting Law**

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

**3. Pledge of Allegiance**

**4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)**

No one spoke.

**5. CONSENT AGENDA**

- a. Vouchers for Payment
- b. Treasurer’s Report
- c. Meeting Minutes:
  - i. March 17, 2016– Regular Meeting
- d. Resolution R2016-04-02, a Resolution to amend the Village’s Fee Schedule
- e. Resolution R2016-04-01, a Resolution to apply to grant funding from WI-DNR

Motion by Trustee Voss to approve the Vouchers for Payment, Treasurer’s Report, the Village Board Minutes from March 17, 2016, Resolution R2016-04-01 and Resolution R2016-04-02 with a condition of approval on Resolution R2016-04-02 that the updated date be amended; Seconded by Trustee Brandner; Motion carried unanimously.

**6. DISCUSSION/ACTION ITEMS**

- a. Discussion/Action 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 Trustee Voss to approve the proposed conditional use permit amendments for Ms. Mary Anderson’s property located at 4958 STH 167 (Tax Key: V10\_0152 and V10\_0155) subject to the terms and conditions contained therein; Seconded by Trustee Collins; Motion carried unanimously.

- b. Discussion/Action regarding an 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 Brandner to table to the proposed rezoning until May 19, 2016 at 7PM; Seconded by Trustee Collins; Motion carried unanimously.

- c. Discussion/Action regarding the Final Plat for Lakeview Ridge Subdivision (Tax Key: V10\_0963)

Motion by Trustee Voss to approve the Final Plat for Lakeview Ridge subdivision, identified by Tax Key: V10\_0963, 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; 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.

Seconded by Trustee Brandner; Motion carried unanimously.

**d. Discussion/Action regarding Claim for Recovery of Excessive Assessment**

Administrative Services Coordinator KateLynn Schmitt introduced the topic.

Motion by Trustee Brandner to approve the request by Bryan and Suzanne Sherman of 4667 Elk Court, Hubertus (Tax Key: V10\_1193059) for the recovery of unlawful taxes in the amount of \$532.41 and to direct Staff to work with Associated Appraisals on the necessary paperwork to file with the Wisconsin Department of Revenue; Seconded by Trustee Collins; Motion carried unanimously.

**e. Discussion/Action regarding the State of Board of Commissioners of Public Land, Nature Park loan payoff**

Administrative Services Coordinator KateLynn Schmitt introduced the topic.

Motion by Trustee Brandner to authorize Deputy Treasurer Schmitt to make a final payment for the Park Land Loan to the Board of Commissioners of Public Lands on or before May 6<sup>th</sup>, 2016 and to authorize the additional Park Impact Fee reimbursements to the general fund; Seconded by Trustee Voss; Motion carried unanimously.

**f. Discussion/Action regarding the awarding of bid for the 2016 Highway Improvement Program**

Administrator Healy introduced the topic.

Trustee Collins asked Administrator Healy to give a brief update on how roads were selected for the Highway Improvement Program.

Administrator Healy stated roads for the Highway Improvement Program are determined by using PASER ratings and traffic count information.

Motion by Trustee Collins to award the 2016 Highway Improvement Program for Pleasant Hill Road per the described contract and construction documents to Payne and Dolan in the amount of \$246,748.32; Seconded by Trustee Brandner; Motion carried unanimously.

**g. Discussion/Action regarding the purchase of a Burke truck body and plow package for Plow #19**

Motion by Trustee Brandner to authorize Public Works Supervisor Schmitt to formally engage Burke Truck and Equipment for the purchase of a “multi-purpose patrol truck package” for Truck #19 as outlined in their package quote dated April 15, 2016; Seconded by Trustee Voss; Motion carried unanimously.

**h. Discussion/Action regarding a Memorandum of Understanding with Washington County’s Department of Planning and Park’s Department, Land and Water Conservation Division**

Administrator Healy introduced the topic. Administrator Healy explained that the Memorandum of Understanding is for Washington County to administer the Village’s Animal Waste Storage Facilities Ordinance which is constituted as Chapter 172 of Village Code.

Motion by Trustee Voss to approve the proposed MOU between Washington County and the Village of Richfield subject to the final review and approval by the Village Attorney; Seconded by Trustee Brandner; Motion carried unanimously.

**i. Discussion/Action regarding the amendment of the Developer’s Agreement for Bark Lake Estates**

Administrator Healy introduced the topic.

Motion by Trustee Voss 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.
2. That the Plan Commission also approve the proposed changes to the construction dates listed in the Developer’s Agreement, as proposed.
3. The Village Attorney prepares an assignment agreement to assign the previously approved Developer’s Agreement from Connesher LLC to R.E. Growth LLC., provided they agree to all the terms and conditions of the original agreement; Once completed, Staff provides R.E. Growth 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; 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 Trustee Brandner; Motion carried unanimously.

**j. Discussion/Action regarding the amendment of the Deed Restrictions for Bark Lake Estates**  
Motion by Trustee Voss to authorize Staff to work with the Developer and the Village Attorney to draft language to be included in Article 11 of the Deed Restrictions; Seconded by Trustee Collins; Motion carried unanimously.

**7. PUBLIC COMMENTS (...Continued)**

No one spoke.

**8. CLOSED SESSION**

- a. Discussion /Action to enter into closed session under Wis. Stats. 19.85(1)(g) update from legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which it is or is likely to become involved.- Specifically regarding property at 1345 Hillside Road,**

President Jeffords read 8a. aloud.

Motion by Trustee Collins to enter into closed session under Wis. Stats. 19.85(1)(g) update from legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which it is or is likely to become involved.- Specifically regarding property at 1345 Hillside Road; Seconded by Trustee Voss; Motion carried unanimously by roll call vote.

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

**9. RECONVENE IN OPEN SESSION**

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

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

**10. ADJOURNMENT**

Motion by Trustee Voss to adjourn the meeting at 8:49 pm; Seconded by Trustee Collins; Motion carried unanimously.

Respectfully Submitted,

  
Jim Healy  
Village Administrator

5 d

May 19, 2016

Meeting

**New Operator Licenses**

<b>Name</b>	<b>Place of Employment</b>	<b>Course or valid license</b>	<b>Recommendation</b>
Erin Kaiser	Sloppy Joe's	Course	Approved
Sandra Skoog	Hairy Lemon Irish Pub	Valid License	Denied

5 e

STATE OF WISCONSIN      VILLAGE OF RICHFIELD      WASHINGTON COUNTY

RESOLUTION R2016-5-1

A RESOLUTION HONORING LARRY SCHMITT  
FOR HIS SERVICE AS A PARK BOARD MEMBER

WHEREAS, Larry Schmitt has dutifully served on the Village of Richfield’s Park Board since 2008; and

WHEREAS, Larry Schmitt has embodied the spirit of service, hard work, and dedication to his craft during his term on the Park Commission; and

WHEREAS, Larry Schmitt is a resident, business owner, Richfield Volunteer Fire Company Member and Park Board Member in the Village of Richfield; and

WHEREAS, Larry Schmitt has offered pertinent input regarding the development of the Village Park and trail system and the long term master and capital improvement planning of such; and

WHEREAS, During his time on the Park Board Larry Schmitt assisted in the development of the 2013-2018 Park Master Plan, the Historical Park Master Plan, and the Bark Lake Park Master Plan all of which will continue to serve as a guide for future Park Board Members to come; and

WHEREAS, The Village of Richfield has expanding youth organizations and individuals that utilize the Village Park system and Larry Schmitt continually immersed himself in the development of policies and procedures that assist Staff and the community in planning for the use of our parks and the amenities in it; and

WHEREAS, Larry Schmitt is a valued member of the community through his selfless service and contributions to the Village of Richfield as a whole; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, Wisconsin, that the Village Board in recognition of the significance of this meritorious achievement in public service, do formally congratulate and honor Larry Schmitt for his public service to the Village of Richfield.

Approved and adopted May 19<sup>th</sup>, 2016.

\_\_\_\_\_  
John Jeffords, Village President

\_\_\_\_\_  
Rock Brandner, Village Trustee

\_\_\_\_\_  
Daniel Neu, Village Trustee

\_\_\_\_\_  
Sandy Voss, Village Trustee

\_\_\_\_\_  
Bill Collins, Village Trustee

ATTEST:

\_\_\_\_\_  
Jim Healy, Village Administrator

6



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 6

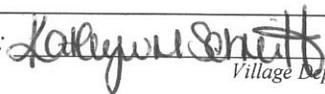
MEETING DATE: May 19, 2016

SUBJECT: 2015 Annual Financial Report  
DATE SUBMITTED: May 13, 2016  
SUBMITTED BY: KateLynn Schmitt, Deputy Treasurer/Administrative Services Coordinator

ISSUE SUMMARY:

The presentation of the 2015 Annual Financial Report by Karen Kerber of KerberRose S.C.

FISCAL IMPACT:

REVIEWED BY:   
Village Deputy Treasurer

Initial Project Costs: \$10,900  
Future Ongoing Costs: Per Contract  
Physical Impact (on people/space): None  
Residual or Support/Overhead/Fringe Costs: None

ATTACHMENTS:

- 1. 2015 Final Management Letter
- 2. 2015 Annual Financial Report

STAFF RECOMMENDATION:

No Recommendation

APPROVED FOR SUBMITTAL BY:

  
\_\_\_\_\_  
Village Staff Member  
  
\_\_\_\_\_  
Village Administrator

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

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VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 7a & 8a

MEETING DATE: May 19, 2016

SUBJECT: Weights and Measures- Public Hearing  
DATE SUBMITTED: May 13, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

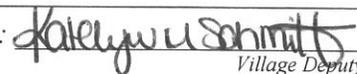
*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE ASSESSED WEIGHTS AND MEASURE FEES AND TO DIRECT STAFF TO ADMINISTER THE LICENSING PROCESS PER OUR VILLAGE BOARD?*

*ISSUE SUMMARY:*

The State of Wisconsin requires villages to pay for the testing of weighing and measuring devices within their municipality. State Statutes allow municipalities to recoup the costs of this process and the \$2,400 fee the State charges for this service. In April 2009, the Board approved Chapter 363 (attached) regulating Weights and Measures. Through research of the devices declared within the community, Staff has determined the licensing should be set at \$30.00, while the fee should be set at \$16.50 per heavy capacity weighing device or scanner and \$15.00 per small counter scale or liquid measuring device.

Tonight a Public Hearing has been scheduled regarding these fees. Adequate notice has been published in the West Bend Daily News and a copy of the same has been attached for your convenience.

*FISCAL IMPACT:*

REVIEWED BY:   
Village Deputy Treasurer

Initial Project Costs: \$2,400  
Future Ongoing Costs: None  
Physical Impact (on people/space): None  
Residual or Support/Overhead/Fringe Costs: None

*ATTACHMENTS:*

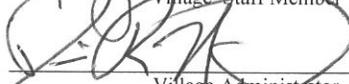
1. Chapter 363 of the Village Code, Weights and Measures
2. Public Hearing Notice from May 5, 2016

*STAFF RECOMMENDATION:*

Motion to approve the assessed weights and measures fees and direct staff to administer the licensing process per Chapter 363 of the Village Code.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

  
\_\_\_\_\_  
Village Staff Member  
  
\_\_\_\_\_  
Village Administrator

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

## Chapter 363. Weights and Measures

[HISTORY: Adopted by the Village Board of the Village of Richfield 4-16-2009 by Ord. No. 2009-4-3 (Ch. 19 of prior Code). Amendments noted where applicable.]

### § 363-1. Application of state codes.

Except as otherwise specifically provided in this chapter, the statutory provisions of Ch. 98, Weights and Measures, Wis. Stats., and Ch. ATCP 92, Weights and Measures, Wis. Adm. Code, are hereby adopted and by reference made a part of this chapter as if fully set forth herein. Any act required to be performed or prohibited by any statute or code incorporated herein by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the statutes incorporated herein or Wisconsin Administrative Code provisions incorporated herein are intended to be made a part of this chapter. This chapter is adopted pursuant to the provisions of Ch. 98, Wis. Stats.

### § 363-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

#### **COMMERCIAL WEIGHING OR MEASURING DEVICES**

Devices used or employed in establishing the size, quantity, extent, area or measurement of quantities, things, produce or articles for sale, hire or award, or in computing any basic charge or payment for services rendered on the basis of weight or measure.

#### **WEIGHTS AND MEASURES PROGRAM**

The program that includes administration and enforcement of this chapter, Ch. 98, Wis. Stats., and applicable Wisconsin Administrative Code provisions, and any related actions.

### § 363-3. Appointment of inspectors.

In order to assure compliance with this chapter, the Village hereby grants the authority and duties of sealers and inspectors required by this chapter to the State of Wisconsin Department of Agriculture, Trade and Consumer Protection.

### § 363-4. Weights and measures license required.

- A. License requirements. Except as provided in Subsection **B**, no person shall operate or maintain any commercial weighing or measuring devices or any other weights and measures or systems and accessories related thereto which are used commercially within the Village for determining the weight, measure or count unless each such device is licensed by an annual weights and measures license issued pursuant to the provisions of this chapter.

- B. Exemptions. Sales permitted at a farmers' market or sales permitted by direct sellers, transient merchants, and solicitors are exempt from licensing under this chapter.

## § 363-5. Application for license.

An application for a weights and measures license shall be made, in writing, on a form provided for such purpose by the Village Clerk or his/her designee and shall be signed by the owner of the commercial business or by its authorized agent. Such applications shall state the type and number of weighing and measuring devices to be licensed, location of the devices, the applicant's full name and post office address, and whether such applicant is an individual, partnership, limited liability company, corporation or other entity. If the applicant is a partnership, the application shall state the names and addresses of each partner. If the applicant is a corporation or limited liability company, the application shall state the name and address of all officers and agents of the applicant, including the registered agent thereof.

## § 363-6. Issuance of license; fees.

Upon compliance with this chapter, the Village Clerk or his/her designee shall issue a license to the applicant upon payment of an annual license fee set by the Village Board. Each store or other business shall require a separate license. The license fee shall not be prorated for a partial year.

## § 363-7. License term.

A license issued under this chapter shall expire on June 30 of each year.

## § 363-8. Enforcement for nonrenewal.

It shall be the duty of the Village Clerk or his/her designee to notify the appropriate Village officials and to order the immediate enforcement of the provisions of this chapter in cases involving a failure to renew a weights and measures license. A licensee shall be prohibited from operating or maintaining a weighing or measuring device until such time as a valid license has been obtained under the provisions of this chapter.

## § 363-9. Fees assessment.

- A. Annual assessment. The Village Board shall annually assess fees to each licensee based on the number and types of weighing and measuring devices licensed as of July 1 of each year. The total of the fees assessed and the fees collected shall not exceed the actual costs of the Weights and Measures Program.
- B. Village Clerk or designee to prepare assessment schedule. The Village Clerk or designee shall at least annually prepare a proposed schedule of assessments to be submitted to the Village Board. A copy of the proposed schedule together with notice of the date and time at which the Village Board will consider the assessments shall be mailed to each licensee.<sup>[1]</sup>

<sup>[1]</sup> *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

- C. Village Board determines assessment. At least 10 days after such mailing, the Village Board shall consider the Village Clerk's proposed schedule of assessments and determine the schedule of assessments on a reasonable basis. The Village Clerk or his/her designee shall mail to each licensee an invoice for the amount of the fee assessment to the licensee as determined by the Village Board and

each licensee shall pay the fee assessed within 30 days after the date the invoice is mailed.

- D. Failure to pay assessment. If the assessed fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of 10% of the total fee shall be added to the amount due, plus interest shall accrue thereon at the rate of 1.5% per month or fraction thereof until paid. To the extent permitted by law, if the licensee is the owner of the real estate premises where the licensed weights and measures devices are located, any delinquent assessment shall be extended upon the current or the next tax roll as a special charge against the real estate premises for current services. No license shall be issued or renewed under this section if the licensee is delinquent in the payment of a fee assessed under this section.
- E. Mailing of notices. Schedules, notices and invoices shall be considered mailed to a licensee when mailed by first-class mail, postage prepaid, to the licensee at the licensee's address as shown on the application form.
- F. Change of ownership. If the ownership of a commercial business licensed under this section is transferred during a license year, the owner of the business as of July 1 of the license year shall be liable and responsible for the payment of the fees assessed under this section.

## § 363-10. Violations and penalties.

Each violation of any provision of this Chapter **363** shall be subject to the penalties and remedies described in § **1-3** of this Code.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

**(Class II Public Notice)**  
**NOTICE OF PUBLIC HEARING**  
**VILLAGE OF RICHFIELD**  
**Thursday, May 19, 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 will conduct a public hearing on Thursday, May 19, 2016 at 7:00 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI 53033, to accept oral and written testimony regarding the 2016/2017 Weights and Measures Assessments per Chapter 363 of the Village of Richfield Code of Ordinances Weights and Measures adopted April 16, 2009 per Village Ordinance 2009.4.3.

For information regarding this public hearing, please contact KateLynn Schmitt, Administrative Services Coordinator at (262) 628-2260. A copy of the Village Code is available online via the Village of Richfield website [www.richfieldwi.gov](http://www.richfieldwi.gov).

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 May 5, 2016

**Publication Dates:**

May 5, 2016

May 12, 2016

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

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8b



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

76 # 86

MEETING DATE: May 19, 2016

SUBJECT: Comprehensive Plan Amendment, Johnny Manhattan's Development Proposal  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION TO AMEND THE FUTURE LAND USE MAP FOR THE SUBJECT PROPERTY FROM SINGLE FAMILY RESIDENTIAL DISTRICT TO COMMERCIAL?*

*ISSUE SUMMARY:*

The Village was approached by Nancy Manhattan, owner and operator of Johnny Manhattan's Restaurant regarding what she felt was a matter of public safety and overall concern. The property directly west of her establishment, located at 3726 Hubertus Road, indicated by Tax Key: V10\_0422, was recently purchased by her in a strategic endeavor to help alleviate traffic congestion on Hubertus Road. Ms. Manhattan's plan for this property, which is approximately 0.23 acres, is to demolish the home and accessory structure and turn the property into an auxiliary parking lot for her patrons. In order to accomplish this development project, the subject property on the Village's Future Land Use Map would need to be changed from "Single Family" to "Commercial". Next, the property would need to be rezoned contemporaneously with a proposal to combine her principal place of business with this newly purchased property. Once finished with those steps, she would then petition the Plan Commission for a Site Plan amendment to address a newly paved parking lot, additional landscaping, and potential soft lighting.

In the Village's Comprehensive Plan, adopted in 2014, Chapter 11, entitled Community Vision and Implementation discusses the following "Overarching Policies" towards Economic Development:

*"Provide assistance to persons or organizations interested in developing new, or expanding existing, small businesses in the Village."*

*"Enhance the historic character of the hamlet areas to enhance the attractiveness of the Village to customers and promote tourism."*

***Goal 3: Revitalize the hamlet areas of Richfield and Hubertus to enhance their historic charm, mix of businesses, walkable amenities, and tourist potential.***

***Specific Policies:***

- 1. Support initiatives and other efforts encouraging Village residents to shop locally.**
- 2. Support the historic design/character of Richfield and Hubertus by investing in needed lighting, signage, pedestrian amenities, plantings, and other improvements.**

A policy decision and recommendation was made by the Plan Commission to the Village Board regarding Ms. Manhattan's desire to expand her property boundary lines to assist with needed parking for her growing business. The following motion was made to that effect:

Motion by Vice-Chairman Berghammer to recommend to the Village Board for Resolution R2016-03-01, a Resolution to commence the process for amending the Village's Comprehensive Plan and to direct Staff to fulfill requirements of



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

76 # 86

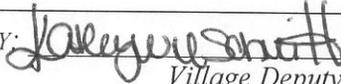
MEETING DATE: May 19, 2016

SUBJECT: Comprehensive Plan Amendment, Johnny Manhattan's Development Proposal  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

Wisconsin State Statutes for giving notice of the proposed Public Hearing on April 21, 2016 at 7:00PM; Seconded by Commissioner Melzer; Motion carried without objection.

Tonight, a scheduled public hearing was published in the West Bend Daily News via a Class I Notice. All other notice requirements have been followed pursuant to Wis. State Statutes. At the time of this Communication Form, the Village has not received any written comments regarding the proposed amendments.

FISCAL IMPACT:

REVIEWED BY:   
Village Deputy Treasurer

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

ATTACHMENTS:

1. Resolution R2016-03-01, a Resolution to make amendments to the Comprehensive Plan
2. Ordinance O2016-05-01, an Ordinance for a proposed amendment to the Village's Future Land Use Map (Tax Key: V10\_0422)
3. Washington County GIS aerial overview of subject parcel V10\_0422

STAFF RECOMMENDATION:

Motion to approve Ordinance O2016-05-01, an Ordinance to amend the Future Land Use Maps of the Village's Comprehensive Plan for the subject property located at 3726 Hubertus Road (Tax Key: V10\_0422).

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

  
Village Staff Member  
  
Village Administrator

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

**Village of Richfield Plan Commission**

**Resolution No. R2016-03-01**

**A Resolution Acting and Recommending to the Village Board the Amendment of the Village's Comprehensive Plan**

WHEREAS, the Village Board is authorized by state law to adopt a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2), Wis. Stats., and to amend it from time to time; and

WHEREAS, the Village Board adopted a comprehensive plan in 2014, following extensive public participation, and has amended such plan on multiple occasions since then; and

WHEREAS, the Village Board adopted a public participation plan which established procedures and requirements to amend the adopted comprehensive plan; and

WHEREAS, Nancy Manhattan owns land indicated by Tax Key: V10-0422, located at 3726 Hubertus Road and has submitted an application to amend the future land use map (Map 12) included in the comprehensive plan by changing the land use classification of the area depicted in Exhibit A from "Single Family" to "Commercial"; and

WHEREAS, the Plan Commission reviewed the petitioner's request on March 3, 2016; and

WHEREAS, the Plan Commission finds that the comprehensive plan with the proposed amendments contains all of the required elements specified in Section 66.1001(2), Wis. Stats.; and

WHEREAS, the Village Board will hold at least one public hearing regarding the proposed amendment in compliance with the requirements of Section 66.1001(4)(d), Wis. Stats.

NOW THEREFORE, by a majority vote of the entire commission recorded in its official minutes, the Plan Commission recommends the following amendments to the Village Board:

1. Change the land use classification of the area depicted in Exhibit A from "Single Family" to "Commercial"

NOW THEREFORE, the Village Clerk is directed to send a copy of this resolution to each of the following:

- a. the clerk for Washington County;
- b. the clerk of every local government unit that is adjacent to the Village;
- c. the Wisconsin Land Council;
- d. the Wisconsin Department of Administration;
- e. Southeastern Wisconsin Regional Planning Commission; and
- f. those public libraries that serve the Village.

Passed and adopted this 3rd day of March, 2016

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James Otto, Plan Commission Chair

ATTEST:

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James Healy, Village Administrator

Exhibit A.

(See Attached)

## ORDINANCE 2016-05-01

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**AN ORDINANCE AMENDING THE VILLAGE'S COMPREHENSIVE PLAN**

---

WHEREAS, the Village Board is authorized by state law to adopt a comprehensive plan as defined in sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes and to amend it from time to time;

WHEREAS, the Village Board adopted an update to the original comprehensive plan adopted on November 18, 2004 during the summer of 2014; and

WHEREAS, the Village's Plan Commission submitted a petition to the Village Board consistent with the application procedures and requirements established by the Village; and

WHEREAS, that petition seeks to allow the reclassification of a property identified by Tax Key V10\_0422 from 'Single Family' to 'Commercial' provided it is consistent with the Village's Zoning Code; and

WHEREAS, the Richfield Plan Commission, by majority vote of the entire commission, has adopted a resolution recommending to the Village Board the Future Land Use Map and related text amendments be made relative to this request; and

WHEREAS, the Village Board has conducted a public hearing regarding the recommended revisions to the comprehensive plan on May 19, 2016, upon due notice in compliance with the requirements of sections 66.1001(4)(d), 66.1001(4)(e), and 66.1001(4)(f) of the Wisconsin Statutes;

WHEREAS, the Village Board finds that the comprehensive plan, with the recommended revisions, contains all of the required elements specified in section 66.1001(2) of the Wisconsin Statutes; the comprehensive plan, with the recommended revisions, is internally consistent; and that all procedural requirements and notice requirements have been satisfied;

WHEREAS, the Village Board has carefully reviewed the recommendation of the Richfield Plan Commission and has given the matter due consideration, including consideration of the plan components relating to issues and opportunities, housing, transportation, utilities and community facilities, agricultural, natural and cultural resources, economic development, intergovernmental cooperation, land use, and implementation; and

WHEREAS, the Village Board now determines that the comprehensive plan, with the recommended revisions, will serve the general purposes of guiding and accomplishing a coordinated, adjusted and harmonious development of the Village of Richfield which will, in accordance with existing and future needs, best promote public health, safety, morals, order,

convenience, prosperity and general welfare, as well as efficiency and economy in the process of development.

NOW THEREFORE, the Village Board of the Village of Richfield ordain as follows:

**Section 1:** Change the land use classification of the area depicted in Exhibit A from ‘Single Family’ to ‘Commercial’

**Section 2:** Amend the figures in Table 11-8 for Commercial and Single Family Residential as follows:

	Acres	Percent of Total
<b>Single Family Residential</b>	13,709.2	58.76
<b>Commercial</b>	208.9	0.89

**Section 3.** The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed to those terms that conflict.

**Section 4.** This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

Passed and adopted this 19<sup>th</sup> day of May, 2016

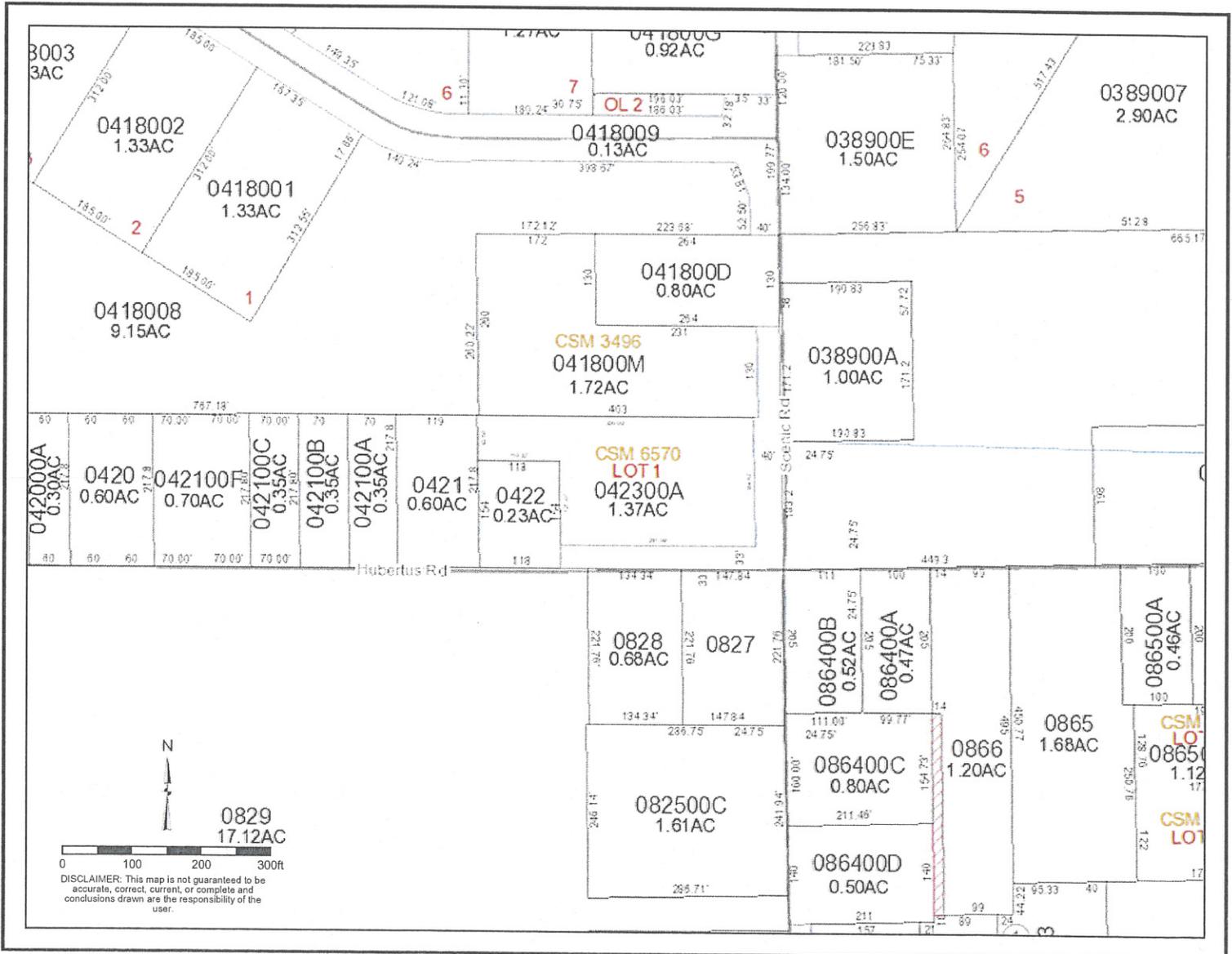
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John Jeffords, Village President

ATTEST:

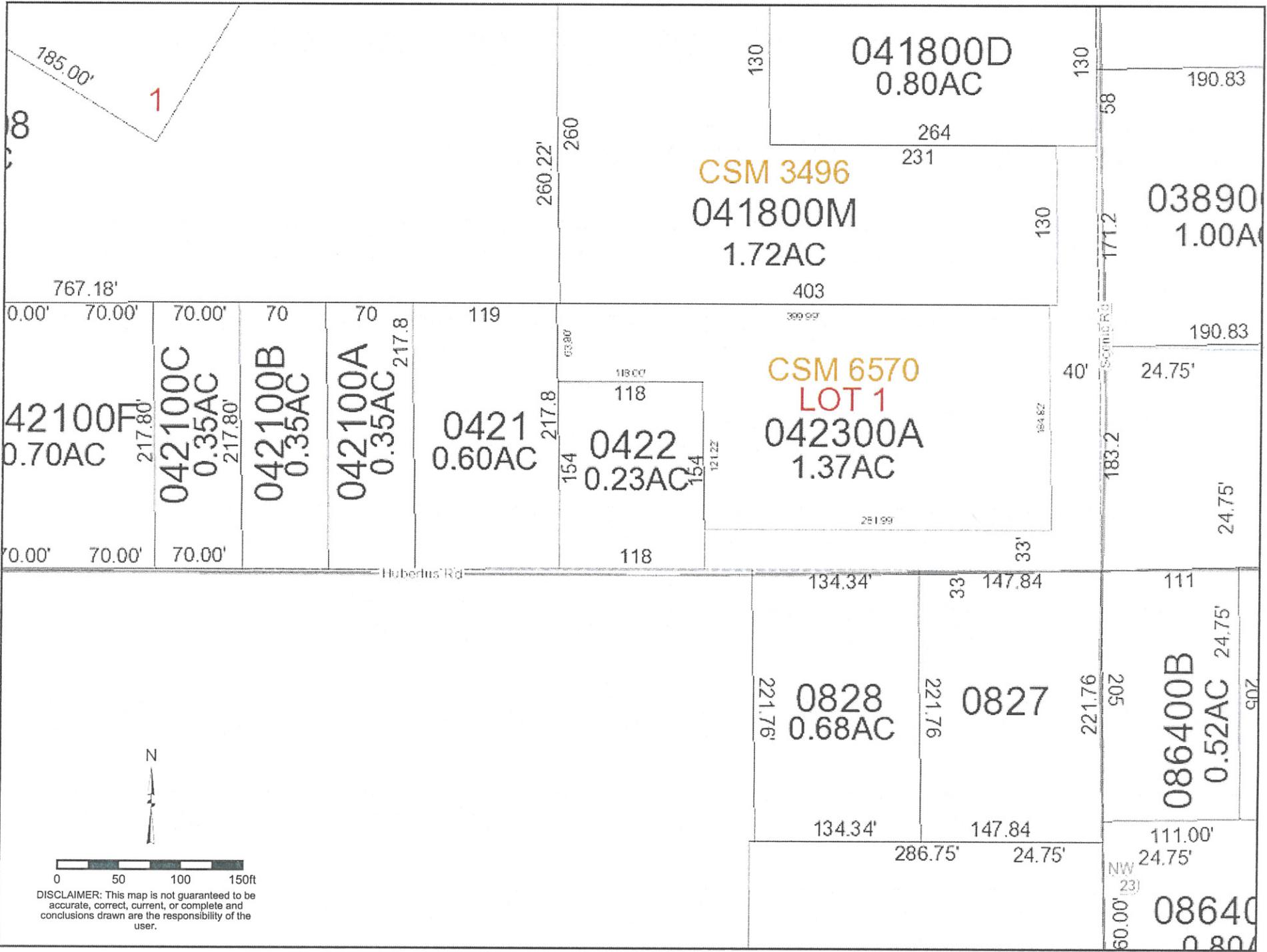
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Jim Healy, Administrator/Clerk/Treasurer





0 50 100 150ft  
 DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.



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

8 c



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

8c

MEETING DATE: May 19, 2016

SUBJECT: Rezoning petition by Nancy Manhattan for 3726 Hubertus Road (Tax Key: V10\_0422)  
DATE SUBMITTED: April 13, 2016 (Tabled from April 21<sup>st</sup> Village Board meeting)  
SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION FROM THE PLAN COMMISSION FOR THE REZONING OF THE SUBJECT PROPERTY FROM RS-3, SINGLE FAMILY RESIDENTIAL DISTRICT TO B-1, NEIGHBORHOOD BUSINESS DISTRICT?*

*ISSUE SUMMARY:*

The Village was approached by Nancy Manhattan, owner and operator of Johnny Manhattan's Restaurant regarding what she felt was a matter of public safety and overall concern. The property directly west of her establishment, located at 3726 Hubertus Road, indicated by Tax Key: V10\_0422, was recently purchased by her in a strategic endeavor to help alleviate traffic congestion on Hubertus Road. Ms. Manhattan's plan for this property, which is approximately 0.23 acres, is to demolish the home, maintain the accessory structure for the storage of items related to her business and turn the property into an auxiliary parking lot for her patrons. In order to accomplish this development project, the subject property on the Village's Future Land Use Map would need to be changed from "Single Family" to "Commercial". At the March 3, 2016 Plan Commission meeting the following motion was made:

Motion by Vice-Chairman Berghammer to recommend to the Village Board for Resolution R2016-03-01, a Resolution to commence the process for amending the Village's Comprehensive Plan and to direct Staff to fulfill requirements of Wisconsin State Statutes for giving notice of the proposed Public Hearing on April 21, 2016 at 7:00PM; Seconded by Commissioner Melzer; Motion carried without objection.

Unfortunately, the 30 days of notice required for the Class I Public Hearing notice was not completed in a timely manner. As such, it has been rescheduled for tonight's meeting. Due to the procedural fact that the Future Land Use Map agenda item needed to be considered prior to any rezoning petition, Staff requested this petition to be tabled. At the April 21<sup>st</sup> Village Board meeting the following motion was made:

Motion by Trustee Brandner to table to the proposed rezoning until May 19, 2016 at 7PM; Seconded by Trustee Collins; Motion carried unanimously.

A Public Hearing was held on April 7, 2016 and pursuant to our municipal code a Class II Notice was run for two (2) consecutive weeks in the West Bend Daily News. Every property owner within 300' of the subject property was contacted. Mailings were distributed to adjacent property owners on March 25th, which is 14 days prior to the Public Hearing pursuant to the Plan Commission's request. At the Plan Commission's Public Hearing nobody spoke in opposition to the proposed rezoning.

Following the scheduled Public Hearing, the following motion was made by the Plan Commission:

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.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

Bc

MEETING DATE: May 19, 2016

SUBJECT: Rezoning petition by Nancy Manhattan for 3726 Hubertus Road (Tax Key: V10\_0422)
DATE SUBMITTED: April 13, 2016 (Tabled from April 21st Village Board meeting)
SUBMITTED BY: Jim Healy, Village Administrator

- 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.

FISCAL IMPACT:

REVIEWED BY: [Signature] Village Deputy Treasurer

Initial Project Costs: N/A
Future Ongoing Costs: N/A
Physical Impact (on people/space): Increased pedestrian safety on Hubertus Road
Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:

- 1. Ordinance O2016-04-01, an Ordinance to rezone the subject property
2. Washington County GIS aerial overview of subject parcel V10\_0422

STAFF RECOMMENDATION:

Motion to conditionally approve 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 and related Comprehensive Plan text amendments.
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.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

[Signatures]
Village Staff Member
Village Administrator

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

ORDINANCE O2016-04-01

---

**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, Ms. Nancy Manhattan, acting as the petitioner to rezone the property located at 3726 Hubertus Road, otherwise described by Tax Key: V10\_0422 from Rs-3, Single Family Residential District to B-1, Neighborhood Business District; and

WHEREAS, the subject property contains 0.23 acres; 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 April 7, 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 21<sup>st</sup> day of April, 2016

Attest:

John Jeffords, Village President

Attest: Jim Healy, Village Administrator/Clerk

DRAFT

# PLAT OF SURVEY

PROPERTY DESCRIPTION: (Per Document No.: 1398697)

That part of the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Fifteen (15), Township Nine (9) North of Range Nineteen (19) East, Town of Richfield, now known as Village of Richfield, County of Washington, State of Wisconsin, bounded and described as follows: Commencing at a point situated 907.5 feet East of the southwest corner of the Southeast ¼ of said Section 15, Township 9 North, Range 19 East; thence North, 154 feet; thence East, 118 feet; thence South, 154 feet; thence West, 118 feet to the place of beginning.

For questions regarding underground utilities please contact:  
**DIGGERS OUTLINE**  
 PHONE: Wisconsin 1 Call center 1 (800) 242-8511

**NOTE: Title Policy**

As of the date of this survey, no title policy was provided, therefore this Plat of Survey does not guarantee the existence, size and location of any easements, encumbrances, restrictions or other facts that could otherwise be disclosed in a title search or current Title Policy.

**NOTE: Underground Utilities**

Location of Underground utilities are not part of the agreement made between the Surveyor AND Client named on this map, therefore none are shown.

**Statement of Potential Encroachments:**

At the time this survey was performed the surveyor visually inspected the subject property and at his discretion has measured and has now shown on the face of this map certain features that appear to be on, near, or along a property line and is shown in reference to a property line, and has not identified the ownership of said feature, and is shown to the nearest 0.1 of a foot, and does not nor will not guarantee an accuracy greater than 0.1 of a foot in regards to said features.

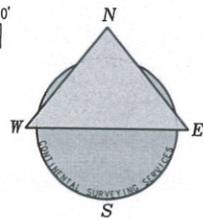
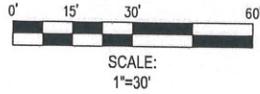
**NOTE:**

Bearings are referenced to the south line of SE ¼ of Section 15-9-19 as S 89°54'31" W  
 20"x ¾" Iron Rod Set (1.13 lb/foot)

**LEGEND**

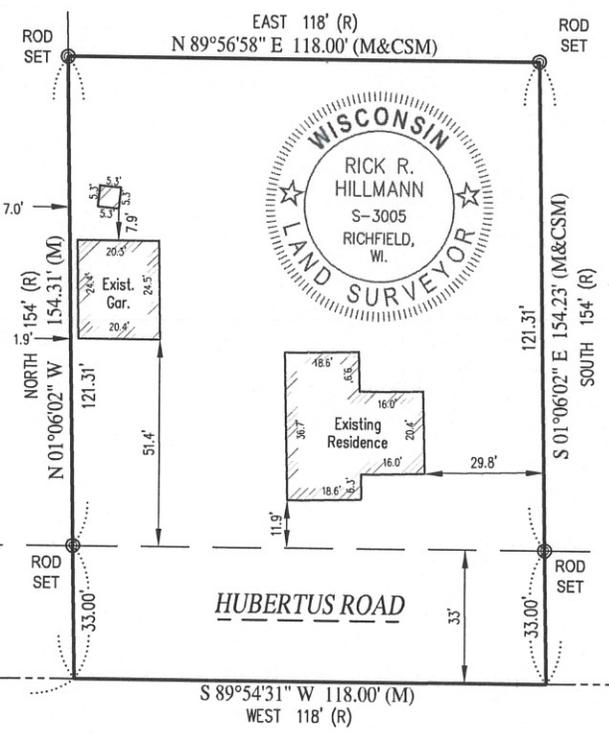
- (M) - Measured Data (Field Measured)
- (R) - Recorded Data (Metes n Bounds Descriptions)
- (P) - Platted Data (Subdivision Data)
- (C) - Computed Data
- (CSM) - CSM Data (Certified Survey Map)

Conversion to Inches	
0.083'	= 1"
0.166'	= 2"
0.250'	= 3"
0.333'	= 4"
0.416'	= 5"
0.500'	= 6"
0.583'	= 7"
0.666'	= 8"
0.750'	= 9"
0.833'	= 10"
0.916'	= 11"
1.000'	= 1 Foot



**Unplatted Lands**

**County Highway Note:**  
 Surveyor has presumed a Right of Way width for the purposes of this map and does not guarantee the correctness of said presumption. Please refer Wisconsin State Statute 82.16 (3) and 82.18 that identifies the minimum width of a County Highway. Also, please consult with an Attorney on questions regarding said Wisconsin State Statutes and any Rights that you may or may not have.



**LOT 1**  
 CSM No.: 6570

**LEGAL NOTICE:** UNAUTHORIZED REVISIONS, MODIFICATIONS, ALTERATIONS, AND OR MAKING CHANGES OF ANY KIND AND THEN USE AND OR DISTRIBUTE THIS MAP, CONTINENTAL SURVEYING SERVICES LLC'S NAME, OR THE SURVEYOR'S NAME NAMED ON THIS MAP WITHOUT CONSENT MAY BE A FEDERAL OFFENSE IN VIOLATION OF COPYRIGHT AND OR PLAGIARISM LAWS WHICH MAY RESULT IN LEGAL ACTION.

**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](http://www.csssurveys.com)  
 Email: [survey@csssurveys.com](mailto:survey@csssurveys.com)

**OWNER OR CLIENT:**  
 Nancy Manhattan  
 3718 Hubertus Road  
 Hubertus, Wisconsin 53033

**PROPERTY ADDRESS:**  
 3726 Hubertus Road  
 Hubertus,  
 Wisconsin 53033

**PARCEL INFO:**  
 TAX KEY NUMBER: 0422  
 PROJECT NO.: 20160224\_MTG0002  
 SERVICE PERFORMED: MTG

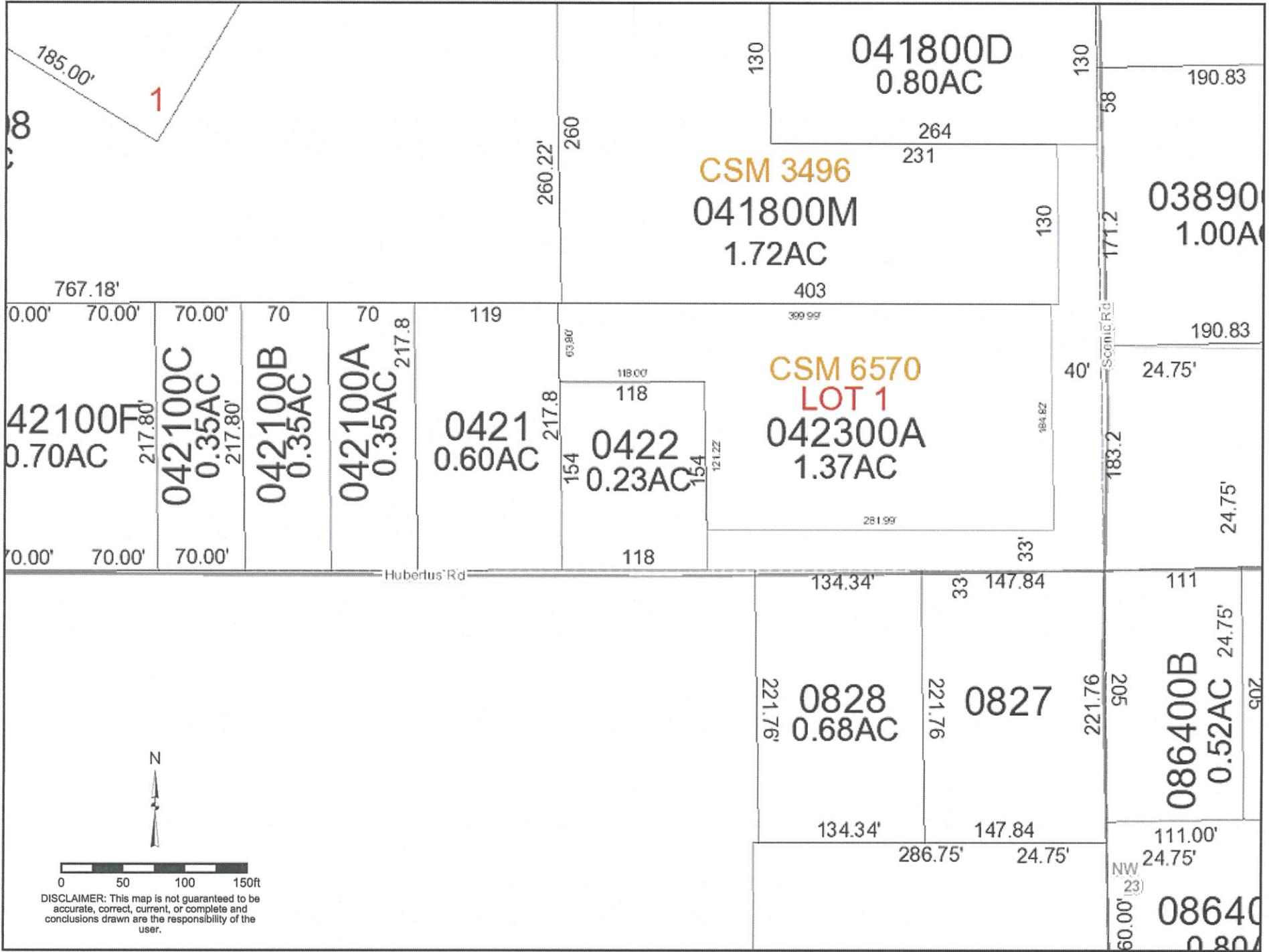
I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND IN MY PROFESSIONAL OPINION THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, ROADWAYS, THE LOCATION OF ALL VISIBLE STRUCTURES WITHIN OR NEAR SAID BOUNDARIES, AND APPARENT EASEMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO. THIS SURVEY COMPLIES WITH WISCONSIN ADMINISTRATIVE CODE AE-7 EXCEPT FOR THOSE ITEMS WAIVED, IF ANY, AND IS BOUND BY WISCONSIN STATE STATUTE 893.37 THAT DEFINES STATUTE OF LIMITATIONS IN REGARDS TO SURVEYS.

*[Signature]*  
 Rick R. Hillmann S-3005

Dated this 3<sup>rd</sup> Day of MARCH, 2016.





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

8 d



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 8d

MEETING DATE: May 19, 2016

SUBJECT: Johnny Manhattan's One-Lot CSM, Tax Keys: V10\_042300A and V10\_0422  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION 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, also being considered tonight, 2) rezoning of the subject property to be consistent with the zoning at the principal place of business, tabled from last month, 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 7<sup>th</sup> Plan Commission meeting a scheduled Public Hearing was held for the rezoning petition. 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.*



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 8d

MEETING DATE: May 19, 2016

SUBJECT: Johnny Manhattan's One-Lot CSM, Tax Keys: V10\_042300A and V10\_0422  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

On May 5, 2016 the Plan Commission made the following recommendation to the Village Board:

Motion by Vice-Chairman Berghammer to recommend to the Village Board the approval of the proposed 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:**

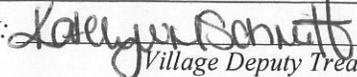
1. The Village Board adopt by Ordinance the proposed amendment to the Village's Future Land Use Map.
2. The Village Board adopt by Ordinance the proposed rezoning of the subject property.
3. The Plan Commission approve the proposed amendment to the Site, Building and Plan of Operation.
4. Prior to the 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 Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

Seconded by Trustee Collins; Motion passed without objection.

FISCAL IMPACT:

REVIEWED BY:   
Village Deputy Treasurer

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



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 8d

MEETING DATE: May 19, 2016

SUBJECT: Johnny Manhattan's One-Lot CSM, Tax Keys: V10\_042300A and V10\_0422  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

**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 approve 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 Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

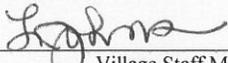
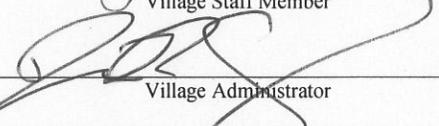


VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 8d

MEETING DATE: May 19, 2016

SUBJECT: Johnny Manhattan's One-Lot CSM, Tax Keys: V10\_042300A and V10\_0422  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

  
\_\_\_\_\_  
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,

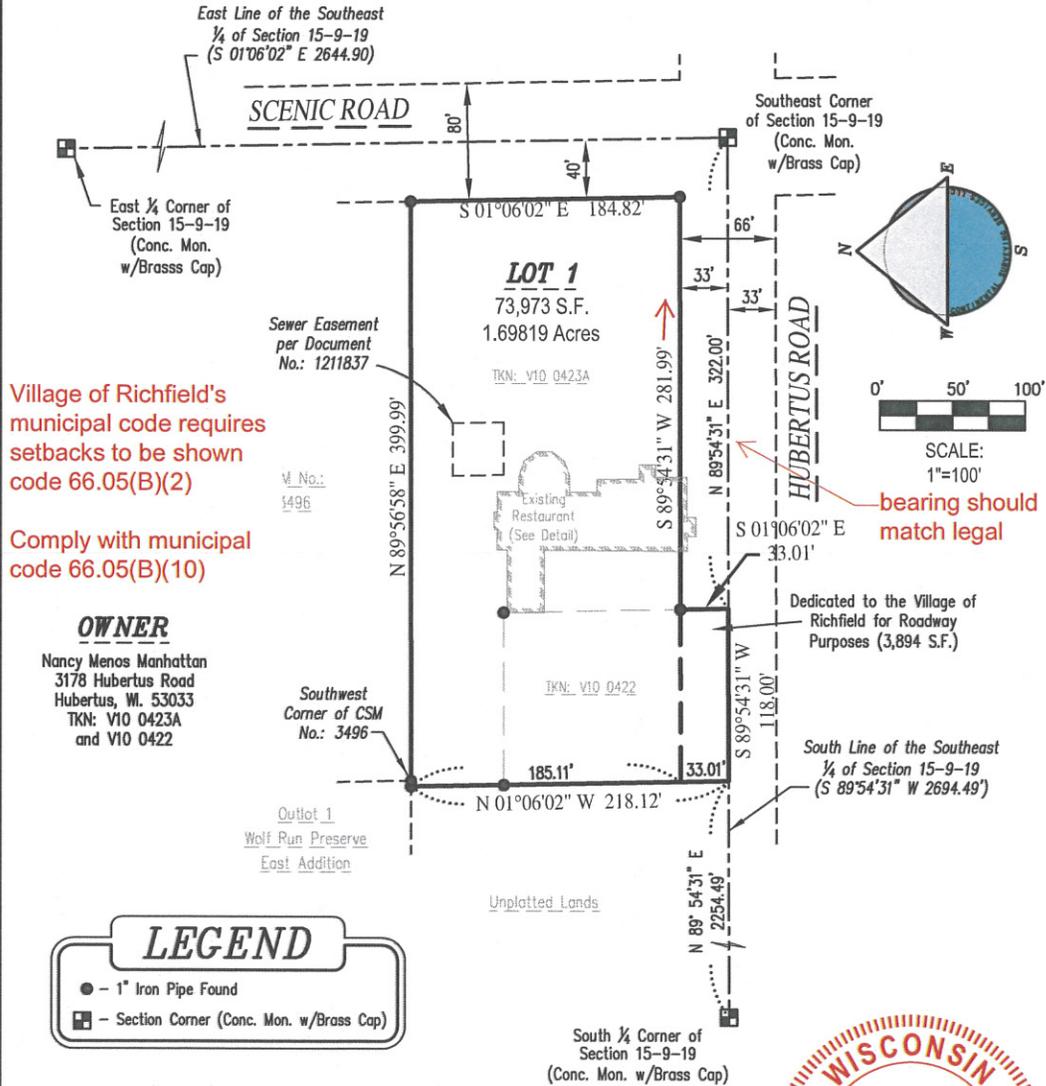
Craig J Kunkel PE

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.



## 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](http://www.csssurveys.com)  
Email: [survey@csssurveys.com](mailto:survey@csssurveys.com)

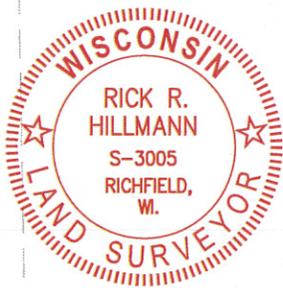
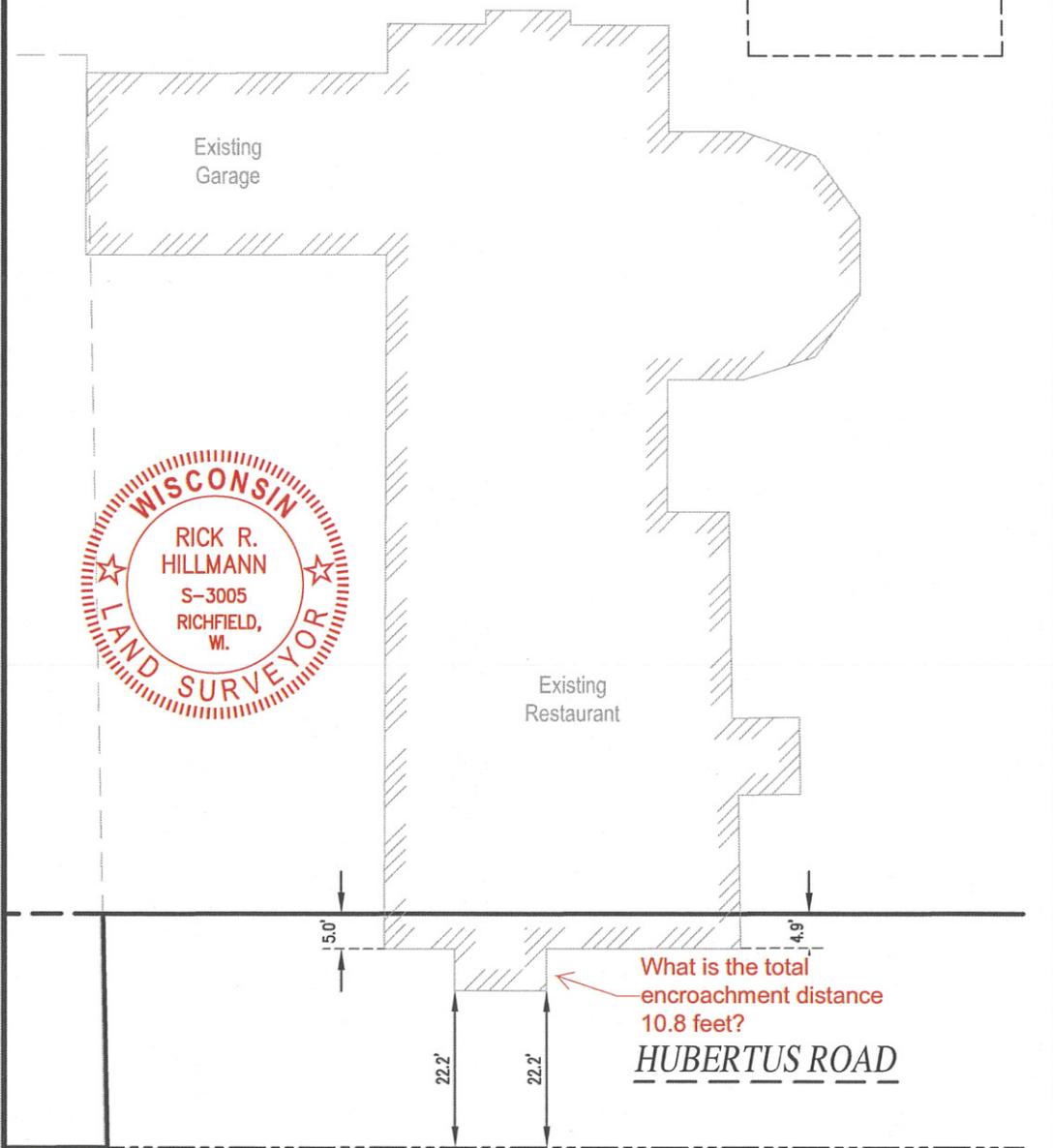
NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the SE 1/4 of Section 15, Township 9 North, Range 19 East bears N 89°54'31" E.

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 Revision 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**

Registered Land Surveyors, Surveying Since 1987

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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 2 of 6



# Certified Survey Map

A Revision 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 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**



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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 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.

## MORTGAGE CERTIFICATE:

As mortgage holder of the herein described land, Commerce State Bank, does hereby consent to the surveying, dividing, and mapping of the lands described in this map and to the certificate of Nancy Menos Manhattan, as owner.

WITNESS the hand and seal of Commerce State Bank, has caused this instrument to be executed by Thomas C. Hopp, its President in the City of West Bend, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of:  
Commerce State Bank

\_\_\_\_\_  
Thomas C. Hopp - President

STATE OF WISCONSIN )  
  )ss.

County of \_\_\_\_\_ )  
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Thomas C. Hopp, its President of the above named corporation, to me known to be the person(s) who executed the foregoing instrument, and to me known to be the President of the corporation, and acknowledged that they, he, or she executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print Name \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, WI.

My Commission Expires: \_\_\_\_\_

**CONTINENTAL SURVEYING SERVICES LLC** 

Registered Land Surveyors, Surveying Since 1987

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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 5 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



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Focusing on You!

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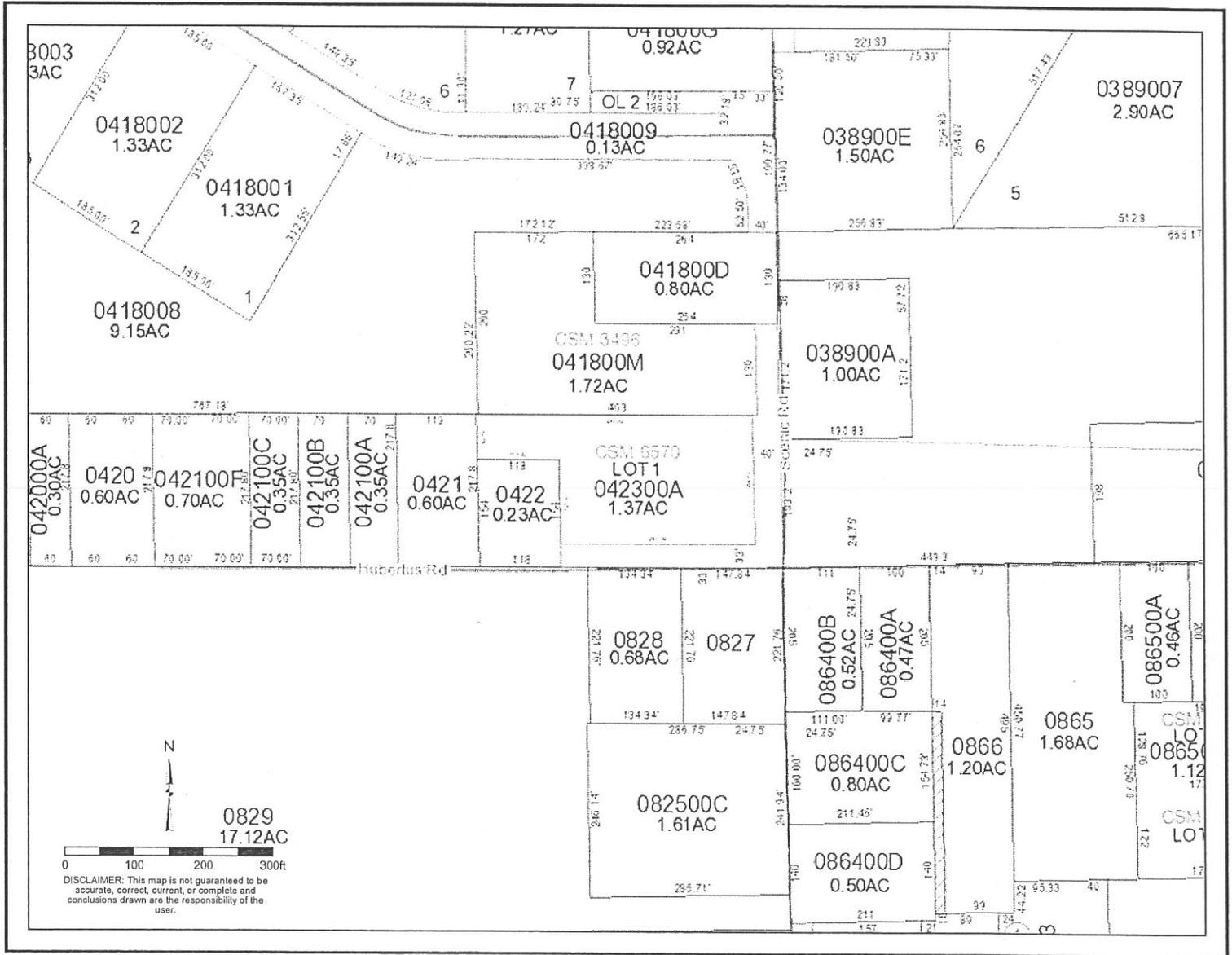


NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the SE  $\frac{1}{4}$  of Section 15, Township 9 North, Range 19 East bears N 89°54'31" E.

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







8 e



# VILLAGE OF RICHFIELD

## VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 19, 2016

SUBJECT: Appointments to Boards and Commissions

DATE SUBMITTED: May 12, 2016

SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DO THE BOARD OF TRUSTEES WISH TO ACCEPT THE RECOMMENDATIONS OF THE VILLAGE PRESIDENT FOR APPOINTMENTS TO THE VILLAGE'S BOARDS AND COMMISSIONS?*

**ISSUE SUMMARY:**

The Board must appoint or re-appoint members to assorted Boards and Commissions. The choices of the Village President will be presented at the meeting for consideration by the Board of Trustees.

Board/Commission	Total # of Vacancies
Arch. Review Board	2
Board of Appeals	2
CIP Admin. Committee	3
Park Commission	3
Plan Commission	4

**FISCAL IMPACT:**

REVIEWED BY: Kateyann Smith  
Village Deputy Treasurer

Initial Project Costs: N/A  
Future Ongoing Costs: \$30.00/Meeting  
Physical Impact (on people/space): N/A  
Residual or Support/Overhead/Fringe Costs: Variable

**ATTACHMENTS:**

N/A

**STAFF RECOMMENDATION:**

1. Motion to appoint (Appointee A, Appointee B) to a three (3) year term on the Village's Architectural Review Board.
2. Motion to appoint (Appointee A, Appointee B) to a three (3) year term on the Village's Board of Zoning Appeals.
3. Motion to appoint (Appointee A, Appointee B, Appointee C) to a one (1) year term on the Village's Capital Improvement Plan Administrative Subcommittee.
4. Motion to appoint (Appointee A, Appointee B, Appointee C) to a three (3) year term on the Village's Park Commission
5. Motion to appoint (Appointee Chair) to a one (1) year term as Plan Commission Chairman and to appoint (Village Trustee) to a one (1) year term as Village Board Representative, in addition to (Appointee A, Appointee B) to a three (3) year term on the Village's Plan Commission.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERKS USE ONLY  
BOARD ACTION TAKEN

[Signature]  
Village Staff Member

[Signature]  
Village Administrator

Resolution No. \_\_\_\_\_  
 Ordinance No. \_\_\_\_\_  
 Approved \_\_\_\_\_  
 Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
 Referred To: \_\_\_\_\_  
 Denied \_\_\_\_\_  
 File No. \_\_\_\_\_

8 f



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 19, 2016

SUBJECT: Rezoning petition by VOR for V10\_044800E, RVFC Headquarters at Heritage Park  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE PROPOSED REZONING 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 116<sup>th</sup> 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.

**Grading and Erosion Control:**



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 19, 2016

SUBJECT: Rezoning petition by VOR for V10\_044800E, RVFC Headquarters at Heritage Park  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

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.

For the May 5, 2016 Plan Commission meeting, 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 was 11 days prior to the Plan Commission's Public Hearing. Staff received zero written comments from residents or conversations with area residents regarding the same.

Following the scheduled Public Hearing, the following motion was made by the Plan Commission:

Motion by Vice-Chairman Berghammer 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; Seconded by Commissioner Melzer; Motion passed without objection.

**FISCAL IMPACT:**

REVIEWED BY:   
Village Deputy Treasurer

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

**ATTACHMENTS:**

- 1. Ordinance O2016-05-02, 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 approve Ordinance O2016-05-2, 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:

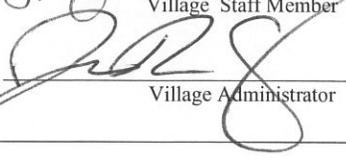
VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 19, 2016

SUBJECT: Rezoning petition by VOR for V10\_044800E, RVFC Headquarters at Heritage Park  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

  
\_\_\_\_\_  
Village Staff Member  
  
\_\_\_\_\_  
Village Administrator

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

STATE OF WISCONSIN      VILLAGE OF RICHFIELD      WASHINGTON COUNTY  
ORDINANCE O2016-05-02

---

**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**

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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 19<sup>th</sup> day of May, 2016

Attest:

---

John Jeffords, Village President

---

Attest: Jim Healy, Village Administrator/Clerk

**(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**

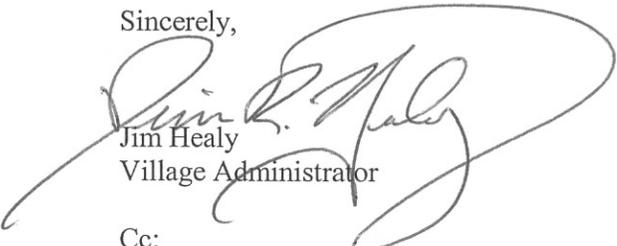
Dear Neighbor,

The Village is writing today to inform you that we have a scheduled Public Hearing on May 5<sup>th</sup> 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

8 9



VILLAGE OF RICHFIELD  
 VILLAGE BOARD COMMUNICATION FORM

# 89

MEETING DATE: May 19, 2016

SUBJECT: Bark Lake Estates Developer's Agreement - Reconsideration

DATE SUBMITTED: May 12, 2016

SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO MAKE ADDITIONAL CHANGES TO THE DEVELOPER'S AGREEMENT FOR BARK LAKE ESTATES?*

*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 formed a new limited liability company, "Ogden Midwest Funding". On or about March 4, 2016, the Village was petitioned for several amendments to both the Developer's Agreement and the Deed Restrictions.

The four (4) changes being petitioned are outlined in the attachment and were previously approved by the Village Board during the May 21<sup>st</sup> meeting with the following motions:

**MOTION #1**

Motion by Trustee Voss 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.
2. That the Plan Commission also approve the proposed changes to the construction dates listed in the Developer's Agreement, as proposed.
3. The Village Attorney prepares an assignment agreement to assign the previously approved Developer's Agreement from Connasher LLC to R.E. Growth LLC., provided they agree to all the terms and conditions of the original agreement; Once completed, Staff provides R.E. Growth 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; or for



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 89

MEETING DATE: May 19, 2016

SUBJECT: Bark Lake Estates Developer's Agreement - Reconsideration

DATE SUBMITTED: May 12, 2016

SUBMITTED BY: Jim Healy, Village Administrator

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 Trustee Brandner; Motion carried unanimously.

**MOTION #2**

Motion by Trustee Voss to authorize Staff to work with the Developer and the Village Attorney to draft language to be included in Article 11 of the Deed Restrictions; Seconded by Trustee Collins; Motion carried unanimously.

The proposed changes were self-explanatory but involve different processes. The first was to assign the rights of the Developer's Agreement to the new LLC. and eliminate all references to "Connsher, LLC." A separate document has been drafted pursuant to the terms and conditions of the aforementioned agreement to transfer the rights, conditioned upon the fact that they agree to all other terms and conditions contained therein. This will be subject to the review and approval by the Village Attorney. 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.

Regarding the Deed Restrictions, the petitioner was requesting the Village Board allow the construction of two (2) speculative homes (commonly called "spec homes"). Previously in 2014 they had language in their Deed Restrictions regarding "model homes" which was not met with a warm reception from our Village Attorney and this Village Board. Thus, the reason why they are petitioning a change to allow 'speculative homes'. Speculative homes are allowed by the Village Code and that was also deemed an acceptable change by the Village Board.

At the May 5<sup>th</sup> Plan Commission meeting, an additional change was made to the Developer's Agreement in Section XI, where the word "model home" was stricken in favor of "spec home". Additionally, considerable discussion was had by the Plan Commission regarding the Village's Board practice of handling Developer's Agreements and the processes and procedures associated with the same. It was the contention of a few members of the Plan Commission that our standard form Developer's Agreement was unnecessary and burdensome to developers in that we require them to build infrastructure and file the 'Final Plat' prior to the sale of any lots. The primary consideration heard by Staff during the meeting was that by placing these restrictions on developers, we are extending the timelines for when they can buy and sell properties.

These restrictions may seem overly restrictive to residential developers, but in the opinion of Staff and the Village Attorney, they provide the maximum amount of protection to the taxpayers of the community. The Village Attorney has advised Staff that in surrounding area communities who do not have these types of protections enacted by ordinance or via developer's agreements in 2008 were left (in many instances) with incomplete subdivisions roads and exposed substandard infrastructure which either required a municipality's tax base to subsidize or required the municipality to sue the developer- each are costly.



VILLAGE OF RICHFIELD  
 VILLAGE BOARD COMMUNICATION FORM

# 89

MEETING DATE: May 19, 2016

SUBJECT: Bark Lake Estates Developer's Agreement - Reconsideration  
 DATE SUBMITTED: May 12, 2016  
 SUBMITTED BY: Jim Healy, Village Administrator

The changes discussed at the Plan Commission level could be done, theoretically, but prior to making any change to an existing Developer's Agreement, the Village Code would need to be amended. Simply stated, we cannot make a change to our Developer's Agreement which would be contrary to the Village Code. While admittedly Village Staff did not have the opportunity to 'fly-speck' the Municipal Code in its entirety, the following were only a handful of areas which were readily known where this policy change would impact our Code:

**66.01(L) Improvements.** *"Following approval of a preliminary plat or, where required, a preliminary certified survey map, but not prior thereto, the developer shall install all street, utility and other improvements are required in this section. Such improvements shall be completed prior to submission for approval of any final plat or final certified survey map and, further, must be made to the satisfaction of the Village Engineer and within 24 months from the date of preliminary approval or such approval will be considered null and void."*

**330-18(H) Final Plat Review and Approval.** *"The Village Board shall, within 60 days of the date of filing the proposed final plat with the Village Clerk, approve or reject such plat unless the time is extended by mutual written agreement with the developer. If the proposed final plat is rejected, the reasons shall be stated in the minutes of the meeting, and a written statement of the reasons forwarded to the developer. The Village Board may not inscribe its approval of the final plat unless the Village Clerk certifies on the face of the final plat that the copies were forwarded to objecting agencies as required in this section, the date thereof, and that no objections have been filed within 20 days, or if filed, have been met. Also, no final plat may be approved until all required public and private improvements have been installed or constructed and any required deed restrictions have been approved."*

**330-18(J) Final Plat Review and Approval.** *"After the final plat has been approved by the Village Board, all applicable fees paid, all conditions of approval have been satisfied, and all required public and private improvements are installed, the Village Clerk or designee shall cause the certificate inscribed upon the final plat attesting to such approval to be duly executed and the final plat returned to the developer for recording with the county register of deeds. The register of deeds will not record the final plat unless it is offered within 12 months from the date of the last approval."*

**330-60(F), Completion of Work.** *"Prior to submitting a final plat or final certified survey for review all public and private improvements shall be completed by the developer and approved by the Village Engineer. Upon petition by the developer, the Village Board may allow the developer to provide a cash bond or a letter of credit to secure the installation of any required public and/or private improvement, provided the developer's agreement for the project addresses the use and administration of the cash bond or letter of credit."*

Part of the issue from the Village Staff's perspective with the ~~proposed~~ policy change proposed by the Village's Plan Commission, is indirectly, the Village is being asked to be placed in the shoes of the developer. If the developer is allowed to sell lots to prospective homeowners, prior to the road being fully constructed, what incentive does the developer have to finish the project if the Village is given a Letter of Credit, cash, bond, etc.



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 89

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in the amount of the proposed road construction? In the opinion of Staff, we would be assigning the duties of the developer over to the Village. Given the difficulties the Village has had over the last eight (8) years with the Reflections Village subdivision when the Village accepted the roads prior to their full construction due to the mixed use commercial aspect of the area and the then developer's inability to adequately maintain the roads, it would be the advice of Village Staff that if you were interested in proceeding with this philosophical change that prior to any ordinance amendment being made we solicit an opinion from the Village's Consultant Planner on the potential unintended consequences which may arise.

Lastly, given that this change was not being sought by the developer of Bark Lake Estates, but rather by the Plan Commission, it would be the recommendation of the Village Staff that we accept the Developer's Agreement as proposed by the Plan Commission so as to not 'hold up' their aspirations for development in the summer of 2016.

FISCAL IMPACT:

REVIEWED BY:   
Village Deputy Treasurer

Initial Project Costs: N/A

Future Ongoing Costs: N/A

Physical Impact (on people/space): Development of Subdivision

Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

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



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

# 89

MEETING DATE: May 19, 2016

SUBJECT: Bark Lake Estates Developer's Agreement - Reconsideration
DATE SUBMITTED: May 12, 2016
SUBMITTED BY: Jim Healy, Village Administrator

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 and the changes recommended by the Plan Commission at their May 5, 2016 meeting for final signatures by the Village President, Village Attorney, and Village Administrator.
2. The Village Attorney prepares an assignment agreement to assign the previously approved Developer's Agreement from Conneshier LLC to Ogden Midwest Funding provided they agree to all the terms and conditions of the original agreement; Once completed, Staff provides Ogden Midwest Funding 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; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Handwritten signatures and names of Village Staff Member and Village Administrator.

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

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

THIS AGREEMENT made this 5<sup>th</sup> 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 13<sup>th</sup> day of ~~September, 2016~~.
3. "Reserved" for future use 31<sup>st</sup> 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 ~~19<sup>th</sup>~~ day of ~~September, 2015~~, <sup>31<sup>st</sup></sup> ~~September, 2015~~, <sup>October, 2016</sup>, 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 ~~new~~ homes, until the VILLAGE Engineer has determined that:

*Speculative*

- 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:

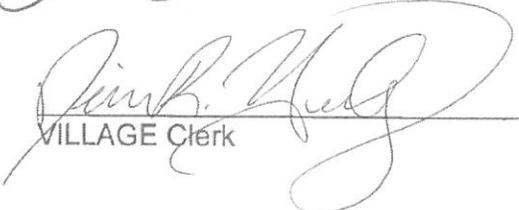
The DEVELOPER shall not assign this agreement without the written consent of the VILLAGE. The assignee must agree to all terms and conditions of this document in writing.

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.



  
VILLAGE President

  
VILLAGE Clerk

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF Washington)

Personally came before me this 12<sup>th</sup> 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

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.

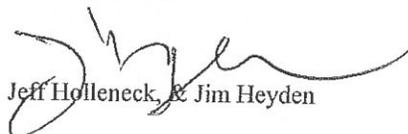
3. Under Section 1B, Improvements, Change #2 from 9-13-13 to 10-31-16 to allow appropriate time to complete.

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

8 h



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

8h

MEETING DATE: May 19, 2016

SUBJECT: New Liquor License Application & Unenclosed Premise Permit

DATE SUBMITTED: May 12, 2016

SUBMITTED BY: Laura Johnson, Deputy Clerk

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE A NEW COMBINATION "CLASS B" LICENSE AND/OR A CLASS "B" BEER LICENSE AND UNENCLOSED PREMISE PERMIT FOR HOLY HILL MARKET, LLC, D/B/A HOLY HILL ART FARM LOCATED AT 4958 STH 167?*

*ISSUE SUMMARY:*

Ms. Mary Anderson was previously approved by this Body last month for an amendment to her Conditional Use Permit (CUP) for the Holy Hill Art Farm, located at 4958 STH 167 (Tax Key: V10\_0152 and V10\_0155). The amended CUP, which repealed the previously granted CUP in 2012, now allows Ms. Anderson to host various 'seasonal establishments' at the farm. Including, but not limited to, weddings, ceremonies, wedding receptions, educational classes, professional seminars, farm to table dinners, baby/bridal showers, etc. Ms. Mary Anderson, through her agent, Ms. Kristine Jacklin, is seeking from the Village either a Class "B" Beer License or a Combination "Class B" License to sell beer, wine and liquor. She may either have one or the other, but not both. It is also important to note that while the activities on Ms. Anderson's property may be "seasonal" the granting of either of these permits is year-round. Ms. Jacklin is a member of the Holy Hill Market, LLC, a limited liability company that has been formed and has applied to be the "Agent" of Holy Hill Art Farm.

While the Village has an unlimited number of Class "B" Beer Licenses it can give to establishments, the number of liquor licenses allocated to our community is finite and determined by State Statues. State lawmakers enacted a quota on the number of Combination "Class B" licenses (ex: taverns, bar, restaurants licensed to sell both fermented malt beverages and distilled spirits for on-premises consumption) in each municipality based on population. La Cabana Mexican Restaurant was the most recent local business to receive a Combination "Class B" license. Currently the Village has 21 Combination "Class B" licenses, the majority of which will be approved by the Board in June. Ms. Jacklin's permit would be considered a "new application" and therefore her application has been pro-rated for the cost of one month's licensing. If the Board was of a mind to grant her the privilege of having a license in some way, shape, or form, she would need to reapply for a renewal next month.

To put her application into context regarding the availability of Combination "Class B" licenses, each liquor license previously applied for has been reapplied for by the respective agents for the establishments. If the Village Board was of a mind to reissue those licenses to those establishments who previously held an intoxicating beverage license, the only Combination "Class B" licenses that would be available would be one of our three (3) "reserves" which are available for \$10,000 each. This one-time fee payable to the Village cannot be less than \$10,000 pursuant to State Law. Communities used to treat this \$10,000 fee as an "economic development grant" of sorts, so that if the fee was paid it was then funneled back to the Developer to put back into the project. As of 2016, this is no longer a permissible action. Please be advised the liquor licenses do not "run" with properties and receiving a liquor license in one year does not guarantee it in the next. If the Board of a mindset, it would have the ability to make any establishment in the community who has petitioned for this Combination "Class B" license pay the \$10,000 to be licensed. While as a Staff we cannot say that we would recommend to the Board that they take this approach, the option exists for you to consider.

Deputy Kiupelis is in the process of reviewing the Operator's License for Ms. Kristine Jacklin and has unofficially approved the application. It is expected that prior to our meeting on Thursday evening, but no later than Tuesday, a full, detailed report will be provided to the Board under separate attachment. The unenclosed premise permit is also in the process of being reviewed by Building Inspector Joel Jaster, Lieutenant Tony Burgard of the Richfield Volunteer Fire Company and Deputy Kiupelis per Village ordinance. It is expected that prior to our meeting on Thursday evening, but no later than Tuesday, a full, detailed report will be provided to the Board under separate attachment.



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

86

MEETING DATE: May 19, 2016

SUBJECT: New Liquor License Application & Unenclosed Premise Permit  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Laura Johnson, Deputy Clerk

*FISCAL IMPACT:*

REVIEWED BY: Kathleen Schmitt  
Village Deputy Treasurer

Initial Project Costs: None  
Future Ongoing Costs: None  
Physical Impact (on people/space): Allowance of intoxicating beverages at subject property.  
Residual or Support/Overhead/Fringe Costs: None

*ATTACHMENTS:*

1. Application for Alcohol Beverage Retail License Application and Auxiliary Questionnaire from Kristine Jacklin, Julie Hastings, John Anderson, and Kimberly Checolinski.
2. Unenclosed Premise Permit Application for the month of June, 2016.
3. Memo from Deputy Kiupelis (forthcoming)
4. Memo from Building Inspector Joel Jaster (forthcoming)
5. Memo dated 5/12/16 from Lieutenant Tony Burgard.

*STAFF RECOMMENDATION: (As a reminder, you can approve only one of the two "Yes" motions, but not both.)*

**If "Yes" to allow a liquor license:**

Motion to approve the June 3, 2016 – June 30, 2016 Combination "Class B" liquor license and unenclosed premise permit for Ms. Kristine Jacklin, Agent of Holy Hill Market, LLC, d/b/a Holy Hill Art Farm, located at 4958 STH 167 (Tax Key: V10\_0152 and V10\_0155) subject to the following conditions of approval:

1. Subject to a favorable recommendation from Deputy Keith Kiupelis for the Alcohol Beverage Retail License and Unenclosed Premise Permit.
2. Subject to a favorable recommendation from Building Inspector Joel Jaster regarding compliance with the requirements of the Building Inspectors Dept. for the Alcohol Beverage Retail License and Unenclosed Premise Permit.

**If "No" to not allow a liquor**

Motion to deny the application for a Combination "Class B" liquor license for Ms. Kristine Jacklin, Agent of Holy Hill Market, LLC, d/b/a Holy Hill Arm Farm, located at 4958 STH 167 (Tax Key: V10\_0152 and V10\_0155) and to direct Staff to prepare a "letter of denial" to the applicant pursuant to Wisconsin State Statutes.

**If "Yes" to allow a beer license:**

Motion to approve the June 3, 2016 – June 30, 2016 Class "B" beer license and unenclosed premise permit for Ms. Kristine Jacklin, Agent of Holy Hill Market, LLC, d/b/a Holy Hill Art Farm, located at 4958 STH 167 (Tax Key: V10\_0152 and V10\_0155) subject to the following conditions of approval:

1. Subject to a favorable recommendation from Deputy Keith Kiupelis for the Alcohol Beverage Retail License and Unenclosed Premise Permit.
2. Subject to a favorable recommendation from Building Inspector Joel Jaster regarding compliance with the requirements of the Building Inspectors Dept. for the Alcohol Beverage Retail License and Unenclosed Premise Permit.



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

8h

MEETING DATE: May 19, 2016

SUBJECT: New Liquor License Application & Unenclosed Premise Permit

DATE SUBMITTED: May 12, 2016

SUBMITTED BY: Laura Johnson, Deputy Clerk

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

Village Staff Member

Village Administrator

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

8 i



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

81

MEETING DATE: May 19, 2016

SUBJECT: 2017-2021 Capital Improvement Plan
DATE SUBMITTED: May 13, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE CIP SUBCOMMITTEE AND ADOPT THE 2017-2021 CIP?

ISSUE SUMMARY:

Each year the Capital Improvement Program Administrative Committee meets to reevaluate the five (5) year capital improvement needs of the Village. This year the Administrative Committee took a much more in depth look into the equipment replacement plan to reevaluate each piece of equipment's cost and life expectancy. The plan before the Village Board tonight is a plan that has been endorsed by Village Staff which includes Administrator Jim Healy, Administrative Services Coordinator KateLynn Schmitt, Department of Public Works Supervisor Adam Schmitt, and Village Shop Foreman Bob Muesch. Having the input and support of all of these individuals is just one of the pieces needed for the success of this plan. The final plan as produced has been reviewed by each member of the Capital Improvement Plan Administrative Committee and at the final May 11th, 2016 meeting the Committee approved the plan to go before the Village Board with the following motion:

Motion by Commissioner Lalk to recommend approval of the 2017-2021 Capital Improvement Plan to the Village Board; Seconded by Committee Member Lechner; Motion carried unanimously.

The Village President convenes the Committee annually, and Trustee Neu serves as the Village Board member designated to serve on the CIP Committee. Should you have any questions Staff is available to answer questions on the plan for any member of the Board and President Jeffords and/or Trustee Neu may also offer clarification.

FISCAL IMPACT:

REVIEWED BY: [Signature] Village Deputy Treasurer

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

ATTACHMENTS:

- 1. 2017-2021 Capital Improvement Plan (separate file)

STAFF RECOMMENDATION:

Motion to approve the 2017-2021 Capital Improvement Plan.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERKS USE ONLY
BOARD ACTION TAKEN

[Signature] Village Staff Member

[Signature] Village Administrator

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

8 j



# VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

# 85

MEETING DATE: May 19, 2016

SUBJECT: Monetary Donation – Richfield Volunteer Fire Company

DATE SUBMITTED: May 12, 2016

SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE MONETARY DONATION FROM THE RICHFIELD VOLUNTEER FIRE COMPANY FOR THE AMOUNT OF \$2,411,368 TOWARDS THE CONSTRUCTION OF THE NEW RICHFIELD VOLUNTEER FIRE COMPANY HEADQUARTERS STATION AT HERITAGE PARK?*

*ISSUE SUMMARY:*

The Village of Richfield has an adopted Gifts and Memorials Policy. The purpose of the policy is to provide guidelines and procedures for considering and receiving proposed donations to the Village of Richfield. The policy covers all donations, including monetary ones, to the Village of Richfield. Pursuant to the policy, this “public improvement project/proposal” donation is being brought forward to partially fund the construction of a new municipal building, the cost of which is \$3,677,060. The remaining difference, \$1,214,328 will be paid for through a variety of methods including impact fees (~\$255,500), a potential partial contribution from the Village (~\$51,364) for site improvements, and a potential loan from the State of Wisconsin for the difference in the amount of \$958,828. The policy is attached for your convenience to review the ~~Criteria~~ *Criteria* for Evaluating Gifts and Donations.

Also, included for your review is the proposed lease agreement between the Richfield Volunteer Fire Company (RVFC) and the Village for the utilization of the new municipal facility. It discusses the RVFC’s responsibility for payment on the principle and interest of the loan, the Company’s obligation to pay all utility costs associated with the building, and outlines their responsibility to maintain the building appropriately.

Later tonight the Board will discuss the proposed allocation of previously saved for funds in the Capital Improvement Plan to contribute towards the project site improvements. The Board will also consider R2016-5-2 a resolution to take out a loan with the Board of Commissioners of Public Lands. This loan is being requested to be taken out by the Village on behalf of the RVFC. The RVFC would be responsible for the annual premium and interest payment each year until its sunset date.

Finally, Village Staff has taken the proactive measures to ensure that the total amount being donated will be insured dollar-for-dollar by the First National Bank of Hartford.

*FISCAL IMPACT:*

REVIEWED BY: *Katey W. Schmitt*  
Village Deputy Treasurer

Initial Project Costs: \$3,677,060

Future Ongoing Costs: Variable

Physical Impact (on people/space): Construction of a new municipal building

Residual or Support/Overhead/Fringe Costs: Variable



VILLAGE OF RICHFIELD  
 VILLAGE BOARD COMMUNICATION FORM

# 8j

MEETING DATE: May 19, 2016

SUBJECT: Monetary Donation – Richfield Volunteer Fire Company  
 DATE SUBMITTED: May 12, 2016  
 SUBMITTED BY: Jim Healy, Village Administrator

ATTACHMENTS:

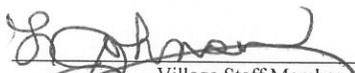
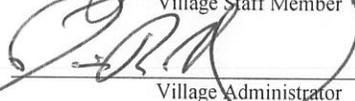
1. Village of Richfield Monetary Donation Form
2. DRAFT Lease agreement between the Village and the RVFC

STAFF RECOMMENDATION:

Motion to authorize the Village’s Administrator and Deputy Treasurer to accept the donation in the amount of \$2,411,368 forthwith and deposit the funds earmarked for the construction of a new municipal building, in a separate, interest bearing account at the First National Bank of Hartford.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY  
 BOARD ACTION TAKEN

  
 Village Staff Member  
  
 Village Administrator

Resolution No. \_\_\_\_\_  
 Ordinance No. \_\_\_\_\_  
 Approved \_\_\_\_\_  
 Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
 Referred To: \_\_\_\_\_  
 Denied \_\_\_\_\_  
 File No. \_\_\_\_\_



4128 Hubertus Rd.  
Hubertus, WI 53033  
Phone: (262) 628-2260  
Fax: (262) 628-2984

**Village of Richfield Monetary Donation Form**

Donor Information:

Name: Richfield Volunteer Fire Co. Date: 5/13/16  
Address: 2008 STH 175 Phone number: 262-628-1601

E-mail address: \_\_\_\_\_

Hereby gives to the Village of Richfield \$ 2,411,368.<sup>00</sup>, which is:

for unrestricted use; or

for the purpose of:  
Constructing a headquarters station for the  
RVFC.

Any funds in excess of the amount required for the above purpose (if specified):

may be used for \_\_\_\_\_

shall be returned to the donor

may be applied to any other project or fund deemed appropriate by the Village Administrator

The Village of Richfield will make reasonable efforts to accommodate the intended purpose of the donation but reserves the right to utilize, relocate, and/or dispose of any item funded through donated funds as the Village may deem fit.

If this donation is in the amount smaller than \$10,000, the Village will not create a separate trust account. For amounts greater than \$10,000, the donor may request and the Village may establish a separate trust account for the donated funds.

This donation is subject to the Village Gifts and Memorials policy.

Terry Kohl  
Donor

5-13-16  
Date

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Date

Karen Smith  
Department Director

5/13/16  
Date

[Signature]  
Village Administrator

5/13/16  
Date

**Village of Richfield**  
**Gifts and Memorials Policy**

1.0 PURPOSE:

The purpose of this policy is to provide guidelines and procedures for considering and receiving proposed donations to the Village of Richfield. Historically, the Village of Richfield has been enriched by the generous donations of individuals and entities in support of the Richfield community. The Village will review proposed gifts and memorials for the purpose of assisting the donors in reaching their intended goals while recognizing the mission, goals, plans, resources and limitations of the Village as a whole. It is intended that this policy provide a thoughtful review process which considers the intentions of the donor, is sensitive to the needs and desires of the community, and is sensitive to the costs associated with proposed gifts and donations, including long-term costs of maintenance and care.

2.0 ORGANIZATIONS AFFECTED:

All departments and staff of the Village of Richfield, all Village residents, and all potential donors are to adhere to the guidelines set forth in this policy.

3.0 POLICY:

THIS POLICY SHALL COVER ALL DONATIONS AND GIFTS TO THE VILLAGE OF RICHFIELD AND ANY OF ITS DEPARTMENTS. THE VILLAGE OF RICHFIELD RETAINS SOLE DISCRETION TO DETERMINE WHETHER TO ACCEPT OR DECLINE ANY PROPOSED GIFT OR DONATION. THIS POLICY SHALL NOT BE CONSTRUED TO CREATE ANY RIGHT FOR ANY INDIVIDUAL OR ORGANIZATION TO MAKE ANY IMPROVEMENT OR PLACE ANY ITEMS ON ANY PUBLIC PROPERTY WITHIN THE VILLAGE OF RICHFIELD REGARDLESS OF WHETHER THE PROPOSAL MEETS ANY OR ALL OF THE CRITERIA LAY OUT HEREIN.

4.0 DEFINITIONS:

Donation(s)/Gift(s): Any item proposed to be deeded or otherwise given or donated to the Village of Richfield including, but not limited to, endowments; real property; public improvement projects or proposals; structures or portions of structures; money; negotiable securities; materials; equipment; improvements to facilities or land; statues;

monuments; memorials; tributes; sculptures; murals and other public works of art; plaques; and graphics or signs.

Donor: A private individual, for-profit company, non-profit organization, public agency or any other entity wishing to make a donation or gift to the Village of Richfield.

Donor Recognition Object: A physical object such as a plaque or sign placed to acknowledge a donation or gift.

Monument/Memorial: An item or object established to preserve the memory of a deceased person(s) or an event that occurred in the past. Any statue, sculpture, mural or other structure or landscape feature designed to perpetuate in a permanent manner the memory of any person, group, event or other significant element of history.

Park Amenity: Typical park improvements that contribute to the traditional use of park land such as benches, play structures, picnic tables, shelters, sports facilities, trails, etc.

Public Art: Works of art including, but not limited to, paintings, prints, sculptures, and murals.

Public Improvement Project/Proposal: May include a funded, partially funded or unfunded capital project(s) request consisting of real property, structures, portions of structures, materials and/or equipment for construction or renovation of a structure or landscape feature. Maintenance activities such as weeding or replanting established gardens are not considered public improvement projects for purposes of this policy.

Tribute: An item, object or gift designed to acknowledge the contributions of a living person(s) to a society. Projects recognizing groups such as persons with cancer or AIDS are also considered tributes.

## 5.0 PROCEDURE:

As donations and gifts vary greatly, the review process may be tailored according to the type of gift or donation proposed and the complexity of the proposal. Those wishing to make a gift or donation are strongly encouraged to contact the recipient Village department at the earliest possible time to discuss the proposed gift and the process for review.

5.1 Donation Agreement Form

Donors may be required to complete and submit a Donation Agreement Form. The recipient department shall assist the donor with completion of the form. This form shall be approved by the Village Administrator and shall include, as appropriate and applicable, the intent of the proposal, cost estimates, size, proposed location, timeline, site drawing, future maintenance requirements and any other information the Village Administrator may deem necessary and/or useful. The completed form will be submitted to the Village Administrator for review and recommendation to the Village Board, if required.

5.2 Monetary Gifts and Donations/Gifts and Donations of Negotiable Securities

5.2.1 Previously established funds or campaigns: the Village Administrator and/or department head, upon approval of the Village Administrator, are hereby authorized to accept any monetary gifts or donations to be made for a previously approved/established/budgeted fund or capital campaign.

5.2.2 Undesignated/unconditional monetary gifts/donations: the Village Administrator and/or department head, upon approval of the Village Administrator, are hereby authorized to accept any undesignated monetary donations and any unconditioned monetary donations made to the Village and shall deposit such money with the Deputy Treasurer. The amounts shall be deposited in the account(s) most appropriate to the intentions of the donor(s) when identified.

5.2.3 Conditioned donations: in the event that a monetary donation is conditioned or donated specifically for a new public improvement project, memorial, work of public art, tribute, or new program; the recipient department shall assist the donor to complete a donation agreement form and the donation shall follow the procedures set forth in this policy as if the donation were to be made of the actual program or item proposed to be acquired or constructed. If the donation is not accepted, the Village Deputy Treasurer shall return the donation to the donor. If appropriate, the Deputy Treasurer may establish a new fund or project within a fund for the donation.

5.2.4 Negotiable securities: the Village Administrator is hereby authorized to accept donations of negotiable securities when in his/her professional judgment, in consultation with the Deputy Treasurer and the affected

department head, acceptance of the proposed donation is in accordance with the statutes, rules and regulations governing municipal finances and investment; and, the proposed donation is not subject to conditions, is for a previously approved/established/budgeted fund or campaign, or is for a conditioned donation that has been approved pursuant to this policy. Negotiable securities may be held or sold at a marketable rate and the proceeds of such sale used as specified by the donor or as may be deemed appropriate and in the best interests of the Village.

### 5.3 Gifts of Real Property

The Village Administrator shall review any proposed donation of real property and make recommendations to the appropriate boards or commissions and to the Village Board. Proposed gifts or donations of real property shall be reviewed for suitability for the intended use or potential for resale; any conditions which may be placed upon the use of the property by the donor; potential environmental concerns; probable maintenance costs; and any other relevant information. Appraisals of the property may be requested from the donor. All gifts or donations of real property shall be reviewed by the Plan Commission for recommendation to the Village Board, prior to Village Board action. All gifts or donations of real property that is intended to be used for park purposes shall be reviewed by the Park Commission, for recommendation to the Village Board, prior to Village Board action.

### 5.4 Non-Monetary Gifts and Donations (Excluding Real Estate)

5.4.1 The Village Administrator and/or department heads, upon approval of the Village Administrator, are hereby authorized to accept donations of materials or other items for previously approved/established/budgeted projects or materials or other items, provided such items have an estimated total value of \$1000 or less, and the donation is made without condition or restriction, and such items are typical for use in a Village department. If the estimated value exceeds this number, or if the donation is made subject to conditions or restrictions, then the matter shall be referred to the Village Board for the Village Board's possible approval.

5.4.2 The Public Works/Parks Superintendent is hereby authorized to accept donations of typical park amenities such as benches, replacement playground equipment and sports facilities, gifts of trees and other similar items.

5.4.3 For other gifts and donations including, but not limited to, substantial gifts such as public art, memorials, tributes, and public improvement projects, the recipient department shall assist the donor in completing a donation agreement form and forward the completed form to the Village Administrator for review and recommendation to any appropriate boards or commissions and to the Village Board, and the Village Board shall make the decision of whether to accept the donation. The Village Administrator, Boards/Commissions and Village Board shall consider all of the circumstances surrounding the proposed gift including the criteria as enumerated within this policy and as may be applicable to the proposed donation. If the donation is approved and if appropriate, the Deputy Treasurer may establish a new fund or project within a fund for the donation.

## 5.5 Criteria for Evaluating Gifts and Donations

In order to assist potential donors to fulfill their desires to make a gift or donation to the Village of Richfield and to ensure that all gifts and donations are consistently, fairly, and thoughtfully reviewed, the Village will be guided in its review of proposed gifts and donations by the following guidelines.

5.5.1 Donations of memorials/tributes/public improvement projects and works of art: when reviewing proposed donations of memorials, tributes, public improvement projects and works of art, the following criteria shall be considered, as well as any other criteria which may be relevant on a case by case basis.

5.5.1.1 Consistency with the mission and policies governing the Village of Richfield and/or the particular department or division

5.5.1.2 Whether the proposed donation/gift provides improvements to an area of the Village which may be deficient in public amenities

5.5.1.3 Whether the proposed donation/gift promotes the preservation of historical and cultural aspects of the community

- 5.5.1.4 Whether the proposed gift/donation has an educational component
- 5.5.1.5 Whether the proposed gift/donation helps to promote conservation, preservation and protection of the natural environment
- 5.5.1.6 Whether the proposed donation helps to promote preservation of natural areas and green space where such preservation is suitable, is contemplated by plans, or is otherwise desirable
- 5.5.1.7 Whether the proposed gift/donation is suitable for the purpose proposed
- 5.5.1.8 Whether the proposed gift/donation is compatible with the proposed location, if one has been identified, and other users of the public space
- 5.5.1.9 Whether the proposed gift/donation contributes to, or detracts from, the aesthetic qualities of the surrounding area and other improvements
- 5.5.1.10 Whether the proposed gift/donation quality, scale and character is harmonious with the surrounding public or park setting
- 5.5.1.11 Whether the proposed gift/donation replaces aging, outdated or unsafe infrastructure or reuses, rehabilitates or restores an existing park or municipal feature
- 5.5.1.12 Financial implications to the Village based on the cost of the proposed gift/donations or project implementation including installation and ongoing maintenance if applicable and whether the gift/donation covers any anticipated costs
- 5.5.1.13 Provision by the donor for ongoing maintenance and cost of relocation and removal, if necessary
- 5.5.1.14 Susceptibility of the gift/donation to wear and vandalism

- 5.5.1.15 Whether any public safety or security issues are identified and the potential danger to the public health, safety or welfare associated with the proposed gift/donation
- 5.5.1.16 Whether the proposed gift/donation complies with all applicable codes including building codes and Americans with Disabilities Act, requirements, and related laws
- 5.5.1.17 Whether the proposed gift/donation is restricted in any manner and the impact of those restrictions or contingencies

5.6 Works of Art

In addition to the above-listed criteria, if the proposed gift/donation is a work of art, the following criteria shall be considered as well as any other criteria which may be relevant on a case by case basis.

- 5.6.1 Quality of the work based upon a professional assessment of the work, detailed written proposal, drawing or photographs
- 5.6.2 Suitability of the theme of artwork to a public venue
- 5.6.3 Appropriateness of the artwork to the site, in the case where a particular site has been requested or identified
- 5.6.4 Appropriateness of the process for selecting the artist or artwork
- 5.6.5 Qualifications of the artist based on documentation of past work and the artist's professional qualifications

5.7 Memorials/Tributes/Naming

The Village respects the desire of individuals to commemorate special events or the lives of loved ones, living and deceased. However the Village also recognizes that other community members who visit public places may desire not to be burdened with a constant reminder of mortality, death or traumatic events. The Village also recognizes the important contributions of many individuals to community life and that it is simply impossible to recognize all of those contributions. To that end, if the proposed gift/donation is a memorial or tribute or a non-commercial request to name a public space or other item, the Village

shall consider the following criteria, as may be appropriate to the particular donation, in addition to those criteria identified above.

- 5.7.1 The proposed donation must represent a person or event deemed significant to the Village of Richfield's history; names of individuals who have made a significant contribution directly and locally to the Village shall be preferred over the names of national figures.
- 5.7.2 Whether any increased use of the park or public area resulting from the placement of the memorial tribute is appropriate to the surrounding context and uses
- 5.7.3 When possible, the family should be contacted and allowed an opportunity to comment upon the naming of a building, park or facility after an individual.
- 5.7.4 In and of themselves, contributions of land or money for public facilities shall not be considered sufficient justification for naming or renaming facilities after individuals, in tribute or memoriam.

5.8 Donor Recognition Objects

The Village of Richfield appreciates the desire of some donors to be recognized either personally or on behalf of another for their generous donations. If a donor recognition object is to be included as part of a proposed gift/donation, such object should be specially identified and submitted with the donation for approval. In general, it is the policy of the Village to limit donor recognition objects to plaques or other recognition objects which are small in scale, which do not detract from green space areas and/or which are part of an approved project involving the use of personalized decorative tiles or pavers. The Village Administrator and department heads are hereby authorized to approve donor recognition objects which are proposed in accordance with this policy.

5.9 Private Construction

If construction of a public improvement project is coordinated or contracted for by the donor, the donor will be responsible for complying with all federal, state and local laws which may include competitive bidding and state wage rate laws. The donor will also bear the cost of all necessary permits, approvals, project

management, design, installation, and manufacture of the gift/donation unless these costs are specifically accepted or waived by the Village.

5.9.1 Proof of compliance with the Village's insurance requirements for contractors will be required before work may commence on any public improvement project.

5.9.2 Improvements made in a public place become the property of the Village of Richfield and are subject to the laws, policies, and procedures of the Village.

#### 5.10 Removal of Donations and Recognitions

The Village is not obligated to replace any gift/donation or improvement if it is lost, stolen, damaged or worn. The Village also reserves the right to remove any donation, donation recognition object, monument, memorial, park amenity, public art, public improvement project, tribute, or other item or recognition for any reason, which may include but not be limited to safety reasons, deterioration caused by age, neglect or vandalism, and/or the Village's inability to finance ongoing maintenance or repairs.

#### 5.11 Acknowledgements and Anonymity

All donations for which the donor does not request anonymity shall be acknowledged by the Village Administrator, Deputy Treasurer or appropriate department head with a letter of appreciation. For a monetary gift given in memorial, tribute, bequest, or in recognition of someone, a letter may be sent to the person or family of the person being honored. The Village of Richfield is a municipal entity and subject to the provisions of Wisconsin Public Records Laws, the Village cannot guarantee anonymity of individual donors but will work with individuals who wish to remain anonymous in their donations to provide appropriate means for those individuals to make their gifts/donations while maintaining their privacy.

#### 5.12 Appraisals

The Village may, at its discretion, request or require an appraisal of real or personal property prior to the acceptance of any gift or donation.

5.13 Waiver of Terms of this Policy

The Village Board may waive any of the criteria specified within this policy upon a finding that it is in the best interests of the Village to do so.

5.14 Tax liability

It is the responsibility of the donor to assign a monetary value to the gift for tax purposes. Information provided by the Village, its officials, employees or agents in connection with gifts/donations is intended to be informational only and is not intended to be a substitute for professional financial or legal advice or opinions. The Village of Richfield makes no representations or guarantees as the tax implications of any gift or donation made to the Village. Donors are responsible and are advised to obtain their own tax and financial advice from appropriate professionals.

5.15 Reports to the Village Board

Annually, after the close of the fiscal year, the Deputy Treasurer may provide a report to the Village Board including the details of all gifts/donations with a value greater than \$5,000.

# DRAFT

## Exclusive Lease Village of Richfield and the Richfield Volunteer Fire Company

This Lease, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Village of Richfield, a municipal entity, in the County of Washington, State of Wisconsin, hereinafter called "Lessor," party of the first part, and the Richfield Volunteer Fire Company, a private, non-profit company, duly existing and operating under Wisconsin laws, hereinafter called "Lessee," party of the second part.

### Witnesseth:

Lessor hereby leases unto Lessee, and Lessee hereby takes exclusive tenant occupancy, specified in attached Exhibit A, a municipal building owned by Lessor commonly referred to as the "Richfield Volunteer Fire Company Headquarters" located generally on the Village Hall campus at 4128 Hubertus Road (Tax Key: V10\_044800E) in the Village of Richfield as further described in Exhibit A attached hereto and incorporated herein by reference as "The Building" or "the demised premises", on the following terms and conditions:

1. Term. The term of the lease hereof shall begin upon an occupancy permit being granted by the Village's Building Inspector and shall renew each year in perpetuity so long as the Richfield Volunteer Fire Company continues to exist as a private, non-profit entity and services the Lessor with Fire and EMS services.

2. Limited Uses Only.

(a) Richfield Volunteer Fire Company Purposes Only. Lessee acknowledges that the municipal building is being constructed with the primary use being for their operational use. Lessee agrees to cooperate with the Village of Richfield with regard to all aspects of shared uses and areas, such as hallways, parking, and exterior open space green areas surrounding The Building. Lessee shall use The Building for office and education purposes related to the operation of the Richfield Volunteer Fire Company. The opportunity exists, upon mutual consent of the Lessor and Lessee, to allow The Building to host events for community-sponsored activities, for informational, educational, intellectual, or charitable activities as outlined in the Village of Richfield's "Facility Use Policy" attached hereto as Exhibit B.

3. Rent.

(a) As rent for said premises, Lessee shall pay to Lessor at its office at the Village of Richfield Village Hall the non-refundable annual sum dictated by the amortization schedule provided to the Village by the Board of Commissioners of Public Land State Trust Fund Loan, incorporated herein as Exhibit C, without demand and in legal currency of the United States on or before February 15<sup>th</sup> of each calendar year. Upon the complete payoff of the above described loan (principal and interest), the rent shall be reduced to \$0.01 for each year the Lessee has provided services to the Village of Richfield, along with other valuable considerations, including mutual promises as described herein.

4. Termination. Should this lease be found to be against the public interest or judged unconstitutional or illegal, the Lessee is found to be in violation of the lease by the Lessor, or for any other reason deemed appropriate, the Lessor has the right to cancel the Lease, provided a 90 day written notice is provided to the Lessee.

5. Utilities. Lessee shall be solely responsible for the payment of all utility costs and required services associated with The Building.

6. Grounds Maintenance. The Lessor shall be responsible for the maintenance of all existing and proposed landscaping on the parcel identified by Tax Key: V10\_044800E as a part of this agreement. The Lessor shall also be responsible for winter snow plowing of all asphalted parking areas used in association with The Building. Lessee shall be solely responsible for shoveling/salting of sidewalks and other pathways used by its employees or visitors in a timely and workmanlike manner.

7. Encumbrance of Leasehold. Lessee shall not encumber the demised premises in any manner.

8. Mechanics' Liens. Lessee shall not suffer any mechanics' liens to be placed on or against the demised premises. In the event a mechanics' lien is placed against the premises, Lessee shall discharge the same within thirty (30) days.

9. Improvements. Lessee shall not make any improvements, modifications, or alterations, structural or not, to the demised premises without Lessor's prior written permission. The Lessee is solely responsible for any general and routine maintenance associated with The Building. Including, but not limited to, the replacement of HVAC systems, windows, exterior doors, commercial overhead doors, exhaust recovery systems, exterior lighting fixtures, flooring, roof systems/shingling, or any plumbing and electrical matters. Any required building, plumbing, electrical or HVAC permit applied for shall have the permit fees waived by the Village, but must be performed by a competent and licensed professional contractor pursuant to Chapter 135 of the Village Code. Lessee may replace, at Lessee's expense, any missing, dilapidated or broken ceiling tiles, window coverings, interior doors, shelving units, kitchen appliances, light bulbs, etc. as may be needed for the operation of Lessee's activities without Lessor's prior written permission. Any fixtures installed by Lessee become the property of Lessor at the end of the Lease term. Lessor shall have no obligation to compensate Lessee for any such fixtures or improvements of any kind made to The Building.

10. Condition of Property. The Lessee shall throughout the Lease term maintain the demised premises in good condition and at the expiration or termination of the Lease return the demised premises to Lessor in substantially the same condition as it was received in.

11. Indemnity. Lessee shall indemnify and hold Lessor, its officers, agents, employees, and insurers and the property and any buildings or improvements now or hereafter placed on the property, free and harmless from any and all liabilities, claims, loss, damages, or expenses resulting from or arising out of Lessee's occupation and use of the property, specifically including, without limitation, any liability, claim, loss, damage, attorneys' fees, or expense arising by reason of:

(a) The death or injury of any person, including Lessee or any person who is an employee, agent, or invitee of Lessee, or by reason of the loss, damage to, or destruction of any property, including property owned by Lessee or by any person who is an employee, agent or invitee of Lessee, from any cause whatsoever while such person is in or on the property or in any way connected with the property or with any of the improvements or personal property on the property;

(b) Any work performed on the property or materials furnished to the property at the request of Lessee or any person or entity acting for or on behalf of Lessee.

(c) In the event the leased area, property within the leased area, or any part of the The Building becomes liable for State or federal real estate taxes or personal property taxes due to the presence, use, or activities of Lessee, Lessee shall fully pay all such taxes when due; and in addition, Lessor shall have the option of terminating this Lease immediately upon notice without an ability to cure.

12. Insurance.

(a) Commercial General Liability Insurance. Lessee shall, at Lessee's own cost and expense, secure and maintain during the entire term of this Lease a broad form comprehensive coverage policy of public liability insurance in the State of Wisconsin insuring Lessee and Lessor against loss or liability caused by or connected with Lessee's occupation and use of the premises under this Lease in amounts not less than: \$1,000,000 each occurrence and aggregate.

(b) Lessee shall, if they have any paid staff, provide evidence of workers compensation with a waiver of subrogation to the Village.

(c) Lessee shall provide evidence of coverage on personal property owned or under the control of the lessee while on the Lessor's premise (i.e. "Renter's Insurance"). The Lessor does not provide such coverage under this agreement. Property insurer shall waive subrogation against Lessor.

(d) Additional Insurance. Lessee may carry at its own expense fire and extended coverage insurance

(excluding earthquake insurance, which shall not be required).

(e) Lessor, its officers, agents, employees, and insureds shall be named additional insureds on insurance obtained by Lessee under this Lease. Proof of insurance shall be provided by Lessee to Lessor in a form approved by Lessor prior to occupancy and upon request at any time during the term of the Lease.

(f) Payment of Premiums and Delivery of Certificate. Lessee shall pay all premiums and charges on all of the insurance required to be carried by it under this Lease promptly when such premiums become due and furnish Lessor with satisfactory evidence of the payment of the premiums as they become due and payable. All policies of insurance herein provided to be carried by Lessee, or certificates thereof, shall be delivered to Lessor.

(g) Municipal Property Insurance Premiums. Upon due notice, Lessee shall also, at its sole cost and expense, comply with all municipal property insurance requirements pertaining to The Building to ensure the asset is adequately valued at all times. The cost of which shall also be paid prior to January 31<sup>st</sup> as outlined in Section 3(a) outlined herein.

(h) Cancellation Notice. Each insurance policy with Lessee is required to obtain pursuant to this Lease shall contain a provision that it may not be cancelled or subject to reduction of coverage, modification or non-renewal for any reasons unless fifteen (15) days' prior written notice thereof has been delivered to Lessor.

13. Assignment and Subleasing Prohibited. Lessee shall not assign this Lease or sublease the premises.

14. Miscellaneous. It is agreed between Lessee and Lessor that,

(a) Lessee shall hold Lessor harmless for any loss or damage which Lessee, its agents or employees may sustain, (i) from theft or burglary in or about the premises, by whomsoever committed; (ii) from interruptions in any service, from any cause whatsoever; (iii) from fire, water, rain, snow, steam, sewage, gas or odors, from any source whatsoever; (iv) from damage or injury not caused by negligence of Lessor.

(b) Lessor shall not provide any janitorial services to Lessee. Lessee agrees that they will not allow rubbish to accumulate in any form on the premises used by them or around such facility used by them for the entire lease period. Lessee must provide adequate waste receptacles in the premise, and shall also be responsible for dumping of the same at the Lessor provided outdoor garbage and recycling container(s). Lessor shall be responsible for a contract with a solid waste contractor for removal of rubbish and recycling from the site.

(d) Lessee shall allow employees/contractors of the Lessor to enter the rented space for any purpose, including but not limited to, routine building maintenance.

(e) The manufacture, possession, distribution, sale or use of alcohol while in The Building is prohibited.

(f) Compliance with Laws. At all times during the term of this Lease, Lessee, at Lessee's own cost and expense, shall: (i) Observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the property or the improvements or facilities erected on the property by federal, state, county, local, or other governmental agency or entity; (ii) Indemnify and hold Lessor and the property free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from Lessee's failure to comply with and perform the requirements of this paragraph.

16. Default.

(a) The following shall constitute events of default under this Agreement: (i) Failure to pay the rental or utility bills when due; (ii) Failure to perform any provision contained in this Lease Agreement.

(b) In the event of Lessee's default, Lessor shall have the right (but not the obligation) to cure the default and charge the cost thereof to Lessee and/or terminate this Lease.

## GENERAL PROVISIONS

17. Rules and Regulations. The Rules and Regulations as attached hereto as Exhibit B and such reasonable alterations and modifications thereof and additions thereto as may from time-to-time be made by Lessor, shall constitute and are hereby made a part of this lease.

18. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease is to be served on or given by either party to the other shall be in writing and shall be deemed duly served and given when delivered in person, overnight or express mail, or by United States mail, certified mail, return receipt requested, prepaid and addressed to such party as follows:

If to Lessor: Village Administrator, Jim Healy  
C/O Richfield Village Hall  
4128 Hubertus Road  
Hubertus, WI 53033

If to Lessee: Fire Chief, Terry Kohl  
C/O Richfield Volunteer Fire Company  
2008 STH 175  
PO Box 207  
Richfield, WI 53076

19. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Wisconsin, from time to time existing.

20. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and the same may not be amended or modified orally. All understandings and agreements heretofore had between the parties are merged into this Lease, which alone fully and completely expresses their understanding.

21. Severable Provisions. The provisions of this Lease are severable, and if one or more provisions are determined to be unenforceable, in full or part, by a court of competent jurisdiction, the validity of the remaining provisions, including any partially unenforceable provisions, to the extent enforceable, shall not be affected in any respect whatsoever.

22. Binding Effect. The terms of this Lease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto.

23. Future Building Improvements. It is understood by the Lessor that in the event The Building requires future structural improvements due to normal "wear and tear" or other major capital expenditures which are beyond the financial capabilities to be paid for by the Lessee, the Lessor may borrow the appropriate funds from an appropriate financial institution to cover the cost of the structural improvements or capital improvements on behalf of the Lessee. It is further understood that in the event such a loan is deemed necessary by the Lessee and Lessor, the principal and interest of the loan will be paid for in its entirety by the Lessee pursuant to the terms and conditions of this agreement for as long as the Lessee remains a separate, private entity.

DRAFT



**DRAFT**

**EXHIBIT A**

(Attach depiction and description of the floor plan for new municipal building)

**DRAFT**

**EXHIBIT B**

(Attach Facility Use Policy)

**DRAFT**

**EXHIBIT C**

(State Trust Fund Loan Payment Schedule)

8 k



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 8K

MEETING DATE: May 19, 2016

SUBJECT: Allocation of CIP Funds for Site Improvements at Heritage Park  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ALLOCATE PREVIOUSLY SAVED FOR FUNDS FOR THE PURPOSE OF PERFORMING SITE ALTERATIONS AT HERITAGE PARK CONSISTENT WITH THE VILLAGE'S ADOPTED AND PROPOSED 2017-2021 CIP?*

*ISSUE SUMMARY:*

In July of 2014, the Village commissioned Kunkel Engineering Group, a then outside engineering firm, to perform a "Facility Study" for the Village of Richfield and the Richfield Volunteer Fire Company. The study analyzed three (3) scenarios, the RVFC building an independent fire station, the construction of a multi-use fire station/Village Hall, and the construction of a new fire station next to the existing Village Hall.

After much discussion and deliberation, in September of that same year, the following motion was made by the Village Board:

Motion by Trustee Collins to accept the recommendation of the Richfield Volunteer Fire Company for the construction of an independent fire station on the Village Hall campus subject to the following:

Specific Conditions of Approval:

- 1) That it be constructed and designed in a way to allow a potential future Village Hall expansion.
- 2) That Village representatives be involved in the design and planning process as it relates to the connectivity of a potential future Village Hall expansion.

Seconded by Trustee Brandner; Motion carried unanimously.

Now, an almost full two (2) years later, the Village has designed a building which would allow for a potential future Village Hall expansion. As a part of the planning process, the Village sought the advice of MSI General to better understand the present day costs that are associated with site work. In particular, the costs that would be associated with preparing Heritage Park for a future Village Hall addition in some way, shape, or form in the future. What we found was that the Village would realize a considerable savings in site preparation work if we coordinate the future Village Hall site work with the site work being done in the next few months for the new fire station. To put into context when this may occur sometime in the future, in the Village's adopted Comprehensive Plan, it was estimated by the Board that a future Village Hall would need to be built sometime around 2024 to accommodate the needs of our growing community.

MSI General has estimated the cost to the Village for the site work in 2016 to be \$51,364. Most of the savings comes from the fact that we will be taking dirt from an unimproved site, here at Heritage Park and moving it east. Whereas, in the future, soils would need to be trucked into the park, deposited, graded appropriately, and seeded. In the event that the Village were to opt to not do the site improvements now, the cost of the required site work for a future Village Hall is estimated to be \$127,241 in today's dollars, not including inflation. Due to the fact that this almost triples the cost of work for the Village's taxpayers in the future, Staff believed it was our fiduciary responsibility to bring this matter before the Board for its ultimate consideration.



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

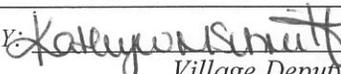
# 8K

MEETING DATE: May 19, 2016

SUBJECT: Allocation of CIP Funds for Site Improvements at Heritage Park  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

The Village currently has approximately \$525,500 in previously saved for designated funds for a "future Village Hall". It is the recommendation of the Village Staff that we allocate a portion of those funds now so that we can avoid any scenario in the future which would result in our taxpayers paying an unnecessary premium price for the same work.

FISCAL IMPACT:

REVIEWED BY:   
Village Deputy Treasurer

Initial Project Costs: \$51,364  
Future Ongoing Costs: Variable  
Physical Impact (on people/space): Regrading of topsoil  
Residual or Support/Overhead/Fringe Costs: Variable

ATTACHMENTS:

1. Email and attachment from MSI General Project Manager Tim Kneprath dated April 28, 2016
2. 2017-2021 CIP Summary Sheet

STAFF RECOMMENDATION:

Motion to authorize the Village's Deputy Treasurer to distribute \$51,364 of allocated "future Village Hall" Capital Improvement Plan funds for the purposes of site alterations and grading at Heritage Park.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

  
Village Staff Member  
  
Village Administrator

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

## Jim Healy

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**From:** Tim Kneprath <timk@msigeneral.com>  
**Sent:** Thursday, April 28, 2016 2:16 PM  
**To:** Jim Healy; Bert Zenker; Dan Gonwa; Dirk Debbink  
**Cc:** 'jmacy@ammr.net'; tk1901@ameritech.net; John Jeffords; Tony Burgard; Katelynn Schmitt; Dan Neu  
**Subject:** RE: Village of Richfield Budget Amendment  
**Attachments:** Village site costs-04282016135411.pdf

Jim,

I have attached the village site work cost estimate.

The yellow column is the calculations used at the 4/12/16 meeting.

After additional research was completed, the orange column is the projected 2016 site cost for the village. It is less the amount discussed at the 4/12/16 meeting.

The green column is a budget estimate if the site work is done at a later date and is not part of the current RVFC project.

I would greatly appreciate the opportunity to discuss this cost estimate tonight to confirm the assumptions made during the preparation of the cost estimate before it is published.

Please contact me if you have any immediate questions, otherwise I will see you tonight at 7pm

Tim Kneprath  
Senior Sales / Project Director  
MSI General  
(262)367-3661 work  
(414)550-9400 cell  
MSIGeneral.com

Richfield Site #4397  
4/28/2016

Description of work	4/12/2016 Estimated cost to Village	Additional work Included in Final Site bid	Amount	2016 cost to Village	Estimated Future Cost to Village
Final site bid	\$164,524	Pond upgrades	\$11,080	\$5,540	\$22,160
Budget site bid	\$97,751	Gravel for baseball	\$17,500		
	\$66,773	Additional grading	\$24,872	\$24,872	\$74,400
		Additional silt fence	\$500	\$500	\$1,500
		Regrade site	\$3,450	\$3,450	\$3,450
		Regrade top soil	\$3,785	\$3,785	\$3,785
		Haul spoils off site	\$5,586 *		
			\$66,773		\$105,295
Fine grade, seed	\$7,308			\$7,308	\$7,308
Subtotal	\$74,081			\$45,455	\$112,603
Arch fee	\$3,704			\$2,273	\$5,630
CM fee	\$5,926			\$3,636	\$9,008
Village total	\$83,712			\$51,364	\$127,241 **

\* The Fire company can apply this savings to the project (via a deduct change order to the project)

\*\* Amount does not include inflation



**VILLAGE OF RICHFIELD  
CAPITAL IMPROVEMENT PROJECT FUND RESERVE TOTALS**

YEAR COMES DUE		BEGINNING FUND BALANCE	2016 CIP FUND ADDITIONS	2016 CIP FUND EXPENDITURES	2017 CIP FUND ADDITIONS	2017 CIP FUND EXPENDITURES	12/31/2017 PROJECTED FUND BALANCE
	<b>ADMINISTRATION</b>						
2024	VILLAGE HALL ADDITION/RENOVATION	\$ 525,460.00	\$ -	\$ -	\$ -	\$ -	\$ 525,460.00
2017	VILLAGE HALL SERVER & BATTERY BACKUP	\$ -	\$ -	\$ -	\$ 10,000.00	\$ (10,000.00)	\$ 0
	<b>TOTAL</b>	\$ 525,460.00	\$ -	\$ -	\$ 10,000.00	\$ (10,000.00)	\$ 525,460.00
	<b>BUILDING INSPECTION</b>						
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
	<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
	<b>CLERK</b>						
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
	<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
	<b>ELECTION</b>						
2015	NEW VOTING EQUIPMENT	\$ 28,000.00	\$ -	\$ (2,105.00)	\$ -	\$ (1,943.00)	\$ 23,952.00
	<b>TOTAL</b>	\$ 28,000.00	\$ -	\$ (2,105.00)	\$ -	\$ (1,943.00)	\$ 23,952.00
	<b>PARKS &amp; RECREATION</b>						
2016	HERITAGE PARK-STAND ALONG PLAYGROUND FIXTURES	\$ 12,500.00	\$ -	\$ (12,500.00)	\$ -	\$ -	\$ 0
2016	NATURE PARK-BRIDGE	\$ 7,500.00	\$ -	\$ (7,500.00)	\$ -	\$ -	\$ 0
2017	HERITAGE PARK-SWINGSET FEATURE	\$ 6,000.00	\$ -	\$ -	\$ -	\$ (6,000.00)	\$ 0
2018	FIREMAN'S PARK-PLAYGROUND EQUIPMENT	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
2020	NATURE PARK-PAVED PARKING AND DRIVE	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 30,000.00
	<b>TOTAL</b>	\$ 46,000.00	\$ -	\$ (20,000.00)	\$ 15,000.00	\$ (6,000.00)	\$ 35,000.00
	<b>PLANNING &amp; ZONING</b>						
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
	<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
	<b>PUBLIC WORKS &amp; HIGHWAY</b>						
2015	STH 175 RECONSTRUCTION	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00
2016	PLEASANT HILL ROAD	\$ -	\$ 322,390.00	\$ (322,390.00)	\$ -	\$ -	\$ 0
2016	PLEASANT HILL ROAD	\$ -	\$ 477,370.00	\$ (477,370.00)	\$ -	\$ -	\$ 0
2017	FRIESS LAKE ROAD	\$ -	\$ -	\$ -	\$ 205,154.00	\$ (205,154.00)	\$ 0
2017	SCENIC ROAD	\$ -	\$ -	\$ -	\$ 476,960.00	\$ (476,960.00)	\$ 0
2023	SALT STORAGE FACILITY	\$ -	\$ -	\$ -	\$ 37,500.00	\$ -	\$ 37,500.00
	<b>TOTAL</b>	\$ 25,000.00	\$ 799,760.00	\$ (799,760.00)	\$ 719,614.00	\$ (682,114.00)	\$ 62,500.00
	<b>TREASURER</b>						
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
	<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0

81



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

#81

MEETING DATE: May 19, 2016

SUBJECT: Board of Commissioners of Public Lands Loan  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE RICHFIELD VOLUNTEER FIRE COMPANY AND AUTHORIZE BY RESOLUTION THE ABILITY OF STAFF TO EXECUTE A LOAN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF PUBLIC LANDS IN THE AMOUNT OF \$1,000,000?*

*ISSUE SUMMARY:*

Over the course of the last year, Village Staff has been working in collaboration with the Richfield Volunteer Fire Company (RVFC) on plans to construct a new municipal building that will act as their headquarters station here at Heritage Park. As with any project cost the Village researches, the mechanism in which it will be paid for is a primary consideration and a paramount concern. The total project cost \$3,677,060 is almost entirely being funded by the RVFC, see below for details:

RVFC Monetary Donation - \$2,411,368  
Fire Department Impact Fees - \$255,000  
Village Contribution for Site Work - \$51,364  
**CONTRIBUTION TOTAL: \$2,717,732**

**TOTAL PROJECT COST: \$3,677,060**

**AMOUNT TO BORROW: \$959,328\***  
**\*Rounded to \$1,000,000**

Because of the RVFC's inability to borrow funds like municipalities have the ability to do, they have come to the Village requesting that the amount needed to finance the rest of the project be borrowed for on their behalf.

The rates the Village received from BMO Harris Bank, Landmark Credit Union, First National Bank of Hartford, and Citizen's Bank were not competitive when compared to the State of Wisconsin's Board of Commissioners of Public Lands Municipal Loan Program. It was the position of the RVFC Board of Directors that the payment of a 10 year loan or less was not financially feasible without dramatically raising fees to the Village of Richfield and the Towns of Germantown, Polk and Erin.

Financial Institution	% Interest Rate	Loan Term
BMO Harris	4.0 – 4.5%	5-7 years
Landmark Credit Union	3.9%	3-5 years
First National Bank of Hartford	3.0%	10 years
Citizen's Bank	3.75%	10 years
<b>State Trust Fund Loan Program</b>	<b>3.5%</b>	<b>20 years</b>



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

#81

MEETING DATE: May 19, 2016

SUBJECT: Board of Commissioners of Public Lands Loan

DATE SUBMITTED: May 12, 2016

SUBMITTED BY: Jim Healy, Village Administrator

While many of the above referenced financial institutions expressed great interest in issuing the loan to the Village, the economic uncertainty that will come with inevitable rising interest rates was a gamble the RVFC and the Village were unwilling to entertain.

In February of this year, Village Staff attended the Ehlers Public Finance Seminar in the Wisconsin Dells. This two (2) day conference focused on the current trends in public finance and also afforded the Village the ability to speak candidly with a number of industry professionals who deal every day in the world of public finance. In breaking down the above referenced interest rates we received and loan terms available from the various financial institutions, it was their considered opinion that unquestionably going through the State of Wisconsin's Board of Commissioners of Public Lands (BCPL) for a municipal loan was the best alternative available to us. They also offered to assist the Village with the process of going through the State for the cost of \$7,500. We respectfully declined.

The Village also entertained the possibility of becoming 'bond rated' by Standard and Poor's (commonly referred to as S&P) or another similarly situated bond rating company. However, due to the fact that the Village is borrowing the funds on behalf of a private entity, we soon learned from an Attorney at Quarles and Brady, whom Ehler's regularly uses in their underwriting of municipal bonds, that we would be considered a 'taxable bond' and would yield a higher interest rate than what it would be if it was considered 'tax exempt'. This taxable bond status would still require the Village to go through the bond rating process and would cost approximately \$45,000 once all the fees for the financial advising firm (Ehler's), disclosure counsel, bond counsel, paying agent, and underwriters fees were calculated.

Since 1871, the BCPL has made loans to municipalities for public purpose projects. The BCPL is among the largest public investors in local infrastructure projects in the State of Wisconsin. Over the past 10 years, they have invested over \$1,500,000,000 in communities throughout Wisconsin. The BCPL offers fixed rate loans with interest rates which are extremely competitive with the bond market and other financial institutions as we've come to find out. There are also no applications fees or prepayment penalties. As an aside, the interest earned annually through this loan program is distributed to fund public school library materials throughout the State.

To begin the loan process, the borrower submits a completed BCPL worksheet/Loan Application Request. Once completed, the Village will receive the application by mail within a few business days. Funds are set aside by the BCPL at the time of each application. The application contains a very specific borrowing resolution which you will be considering tonight if you decide to proceed forward through this State program. In the event that the Board decides to adopt the borrowing resolution, a signed copy of the same along with the minutes from the meeting in question are then provided to BCPL for their consideration. Once reviewed by BCPL the application will go to the Office of the Attorney General for legal review and if approved, it is placed on the agenda for the BCPL Board. The BCPL application must be submitted to them eight days prior to their next regularly scheduled meeting which is the first and third Tuesday of each month. Upon approval from the BCPL Board, the actual loan can be processed within 7-10 business days. Borrowers may take four (4) months following final approval to draw loan funds.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

# 81

MEETING DATE: May 19, 2016

SUBJECT: Board of Commissioners of Public Lands Loan

DATE SUBMITTED: May 12, 2016

SUBMITTED BY: Jim Healy, Village Administrator

FISCAL IMPACT:

REVIEWED BY: [Signature] Village Deputy Treasurer

Initial Project Costs: \$1,000,000
Future Ongoing Costs: Variable
Physical Impact (on people/space): N/A
Residual or Support/Overhead/Fringe Costs: Variable

ATTACHMENTS:

- 1. Resolution R2015-05-02, A Resolution to Request a Loan from the Board of Commissioners of Public Lands
2. BCPL Loan Application Request Form, Municipal General Obligation Loan

STAFF RECOMMENDATION:

Motion to approve Resolution R2015-05-02, A Resolution to Request a Loan from the Board of Commissioners of Public Lands for a general obligation loan in the amount of \$1,000,000.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

[Signatures]
Village Staff Member
Village Administrator

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

RESOLUTION R2016-5-2

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A RESOLUTION TO REQUEST A LOAN FROM THE BOARD OF  
COMMISSIONERS OF PUBLIC LANDS

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WHEREAS, By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed; and

WHEREAS, By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72 metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.); and

NOW, THEREFORE, BE IT RESOLVED, that the Village of Richfield in the county of Washington, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of One Million and 00/100 Dollars (\$1,000,000.00) for the purpose of financing the site alterations and construction of a new municipal building and for no other purpose.

The loan is to be payable within 20 years from the 15<sup>th</sup> day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of 3.5 percent per annum from the date of making the loan to the 15<sup>th</sup> day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that the Richfield Volunteer Fire Company will make the annual loan premium and interest payment and that no properties within the Village of Richfield, in the County of Washington, Wisconsin will experience a raise in direct annual tax for the purpose of paying interest and principal on this loan.

RESOLVED FURTHER, that no money obtained by the Village of Richfield by such loan from the state be applied or paid out for any purpose except financing the site alterations and construction of a new municipal building without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the president and clerk of the Village of Richfield, in the County of Washington, Wisconsin are authorized and empowered, in the name of the Village to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the Village pursuant to this resolution. The president and clerk of the Village will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this Village forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

Approved and adopted May 19<sup>th</sup>, 2016.

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John Jeffords, Village President

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Rock Brandner, Village Trustee

\_\_\_\_\_  
Daniel Neu, Village Trustee

\_\_\_\_\_  
Sandy Voss, Village Trustee

\_\_\_\_\_  
Bill Collins, Village Trustee

ATTEST:

\_\_\_\_\_  
Jim Healy, Village Administrator



Douglas La Follette, *Secretary of State*  
Matt Adamczyk, *State Treasurer*  
Brad D. Schimel, *Attorney General*

101 E. Wilson Street  
2nd Floor  
PO Box 8943  
Madison, WI 53708-8943

608 266-1370 INFORMATION  
608 266-0034 LOANS  
608 267-2787 FAX  
bcpl.wisconsin.gov

Jonathan Barry, *Executive Secretary*

**BCPL Loan Application Request Form  
Municipal General Obligation Loan**

Date \_\_\_\_\_

Municipality \_\_\_\_\_  
Please include type of municipality (e.g. Town of Newbold, Village of Prairie du Sac, Bayfield County, etc.)

County \_\_\_\_\_

Municipal Mailing Address \_\_\_\_\_

Head of Municipality \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email \_\_\_\_\_

Municipal Clerk \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email \_\_\_\_\_

Finance Dir/Treasurer \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email \_\_\_\_\_

Financial Advisor/Firm \_\_\_\_\_ Phone # \_\_\_\_\_

Email \_\_\_\_\_

Loan Purpose \_\_\_\_\_

Loan Amount \$ \_\_\_\_\_

Loan Term \_\_\_\_\_ Years

ESTIMATED DATE THAT FUNDS WILL BE NEEDED: \_\_\_\_\_

DATES OF NEXT TWO BOARD/COUNCIL MEETINGS: \_\_\_\_\_

\_\_\_\_\_  
Clerk Signature

8 m



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# *Jm*

MEETING DATE: May 19, 2016

SUBJECT: Execution of Contracts for Municipal Building  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO AUTHORIZE THE VILLAGE PRESIDENT AND ADMINISTRATOR TO EXECUTE CONTRACTS WITH THE ATTACHED LIST OF CONTRACTORS PER THEIR PROPOSED BID PRICES?*

*ISSUE SUMMARY:*

Village Staff is seeking the approval of the Village Board to enter into multiple individual contracts with the bidders list attached, pursuant to Wisconsin State Statues, for the work associated with building the new municipal building. The total project cost of the building is \$3,677,059.92. The proposed contract language has been reviewed and approved by Village Attorney John Macy. Attached also for your convenience is the proposed contract and related attachments for Byco Floors in the amount of \$53,860. All other subsequent contracts will be modified accordingly (inserting company name and contract price) but will substantially mirror the attached example.

Each month the Village Board and public will be provided with the PO Tracking Worksheet Tabulation for transparency purposes and so the public can follow along with the various construction milestones and overall project percent to completion.

*FISCAL IMPACT:*

REVIEWED BY: *Kathryn Smith*  
Village Deputy Treasurer

Initial Project Costs: Per the attached list.  
Future Ongoing Costs: Variable  
Physical Impact (on people/space): Construction of a municipal building  
Residual or Support/Overhead/Fringe Costs: Variable

*ATTACHMENTS:*

1. Village of Richfield Direct PO Tracking Worksheet Tabulation
2. Proposed contract and related attachments for Byco Floors

*STAFF RECOMMENDATION:*

Motion to authorize the Village President and Village Administrator to enter into multiple contracts for the purposes of constructing a municipal building at the Heritage Park Campus (V10\_044800E) per the attached bid tabulation.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

*[Signature]*  
Village Staff Member  
*[Signature]*  
Village Administrator

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

**RICHFIELD FIRE COMPANY/VILLAGE OF RICHFIELD  
OWNER DIRECT PO TRACKING WORKSHEET**

PO #	Subcontractor	PO Amount	Previously Invoiced/Paid	5/31/16 Draw CURRENT	6/30/16 Draw	Total Completed To Date	% Complete	5% Retainage To Date	Balance left To Bill
	Soil Borings	5,050.00	5,050.00			5,050.00	100.00%		0.00
	Survey & Civil Engineering	9,429.00	9,429.00			9,429.00	100.00%		0.00
	General Requirements	176,865.00				0.00	0.00%	0.00	176,865.00
16-001	Heitman Inc.	164,524.00				0.00	0.00%	0.00	164,524.00
16-002	Payne & Dolan	92,689.92				0.00	0.00%	0.00	92,689.92
16-003	Munson Fence	4,858.00				0.00	0.00%	0.00	4,858.00
16-004	Hawks Landscape, Inc.	55,600.00				0.00	0.00%	0.00	55,600.00
16-005	Licitar Excavating	41,050.00				0.00	0.00%	0.00	41,050.00
16-006	Anhalt Well Drilling & Pumps	14,574.00				0.00	0.00%	0.00	14,574.00
16-007	Paun Construction	860,110.00				0.00	0.00%	0.00	860,110.00
16-008	Spancrete Industries	21,043.00				0.00	0.00%	0.00	21,043.00
16-009	Badger Railing	81,870.00				0.00	0.00%	0.00	81,870.00
16-010	Robert W. Nelson	432,690.00				0.00	0.00%	0.00	432,690.00
16-011	Insulation-Allow	35,515.00				0.00	0.00%	0.00	35,515.00
16-012	H.I.S. Corp.	123,698.00				0.00	0.00%	0.00	123,698.00
16-013	Frisch Weatherstrip	5,033.00				0.00	0.00%	0.00	5,033.00
16-014	Wilde's Lake Country Garage	27,090.00				0.00	0.00%	0.00	27,090.00
16-015	Omni Glass & Paing	64,489.00				0.00	0.00%	0.00	64,489.00
16-016	Davco Development	118,463.00				0.00	0.00%	0.00	118,463.00
16-017	Byco Floors	53,860.00				0.00	0.00%	0.00	53,860.00
16-018	Floorcare USA	35,320.00				0.00	0.00%	0.00	35,320.00
16-019	Quality Ceilings	19,870.00				0.00	0.00%	0.00	19,870.00
16-020	Thomas A Mason	50,350.00				0.00	0.00%	0.00	50,350.00
16-021	Lee Manufacturing	5,600.00				0.00	0.00%	0.00	5,600.00
16-022	Total Mechanical - Plumbing	131,326.00				0.00	0.00%	0.00	131,326.00
16-023	H & H Mechanical, Inc.	159,700.00				0.00	0.00%	0.00	159,700.00
16-024	Faith Technologies	300,858.00				0.00	0.00%	0.00	300,858.00
16-025	Flag Poles-Allow	5,873.00				0.00	0.00%	0.00	5,873.00
	Monument Sign-Allow	4,217.00				0.00	0.00%	0.00	4,217.00
	Turn Out Gear Lockers-Allow	10,850.00				0.00	0.00%	0.00	10,850.00
	Contingency	155,248.00				0.00	0.00%	0.00	155,248.00
	MSI Architectural Fee	163,010.00				0.00	0.00%	0.00	163,010.00
	MSI Construction Mgmt. Fee	260,816.00				0.00	0.00%	0.00	260,816.00
	<b>Total PO's</b>	<b>\$3,691,538.92</b>				<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>\$3,677,059.92</b>
	<b>Total monthly owner purchase draw</b>			<b>\$0.00</b>	<b>\$0.00</b>				

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **AGREEMENT**

THIS AGREEMENT is by and between Village of Richfield (hereinafter called OWNER) and **Byco Floors** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1. - WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. Per the Purchaser Order No. 16-017, description of work is as follows:

Furnish all labor, material and equipment to deliver, unload and install the Hard Tile, Carpet, Resilient tile work as per MSI General Plan Sheets G-100, C-001, C-100, C-101, C-102, C-103, C-107, C-108, C-109, C-501, S-101, S-102, S-103, S-501, S-502, S-503, S-504, S-505, S-901, S902, A-101, A-101-1, A-101-2, A-102, A-104, A-201, A-202, A-203, A-301, A-302, A-304, A-305, A-306, A-307, A-308, A-309, A-501, A-502, A-503, A-504, A-506, A-601, I-601-1, P1.0, P2.0, M1.0, M1.1, E001, EL101, EL101-M, EL801, EP101, EP101-M, EP601, ES101P, EC301, FA001, FA101, FA101-M and FA601 all dated 3/22/2016, Project Manual dated 3/22/2016, and Addendum #1 dated 3/31/2016.

**Division 18 Hard Tile 09300 Tile - Division 20 Soft Flooring 09560 Resilient Flooring, 09680 Carpeting**

Scope of work includes, but not limited to:

Provide hard tile, carpet, resilient tile, vinyl base and all associated accessories for a complete installation per plans and specifications.

### **ARTICLE 2. - THE PROJECT**

2.01 The Work constitutes a portion of the Fire Station construction Project.

### **ARTICLE 3. PUBLIC WORKS**

3.01 The Project has been designed by MSI General, who is to act as Construction Manager, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4. - CONTRACT TIMES**

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Project Manual dated 3/22/16 - Section 01171 dated 3/1/16.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed per the construction schedule dated 5/6/16 included as Attachment B.

**ARTICLE 5. - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of \$53,860.

**ARTICLE 6. - PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment according to Purchase Order terms and conditions paragraph 23&24.

**ARTICLE 7. - INTEREST**

7.01 Intentionally Omitted.

**ARTICLE 8. - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has visited the Site and become familiar with and is satisfied as to all federal, state, and local Laws and general, local, and Site conditions that may affect cost, progress, and performance of the Work.

B. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

C. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

## **ARTICLE 9. - CONTRACT DOCUMENTS**

### **9.01 Contents**

A. The Contract Documents consist of the following:

1. This Agreement;
2. CONTRACTOR'S Bid in Attachment A; and
3. Certificate of Insurance (to be submitted by CONTRACTOR).
4. The attachments referenced in the description of the Work in Section 1.01.
5. The CONTRACTOR's Performance Bond and Payment Bond (to be submitted by CONTRACTOR).
6. State of Wisconsin Department of Workforce Development Departmental Order dated 2/11/16. Determination Number 201600483.
7. Purchase Order Number 16-017 dated 5/19/16 and Purchase Order Terms and Conditions. (Attachment C)
8. MSI General Plan Sheets and Project Manual dated 3/22/2016 and Addendum #1 dated 3/31/16.

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented by the express written agreement of the parties.

E. In the event the requirements of this Agreement, or the requirements of the Contract Documents, or any part of them, are in conflict, the terms most favorable to the OWNER, as determined by the OWNER, shall apply.

## **ARTICLE 10. - MISCELLANEOUS**

### **10.01 Terms**

A. Intentionally Omitted.

#### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract documents.

#### 10.04 Indemnification and Insurance:

A. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the CONTRACTOR 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 OWNER, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. **The CONTRACTOR shall also name as additional insureds on its general liability insurance the OWNER, its officers, agents, employees and any independent contractors hired by the perform services as to the Work and give the OWNER evidence of the same upon request by the OWNER.** This indemnification does not constitute a waiver of any of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability.

B. The following insurance requirements apply to this agreement, unless greater insurance protection is required by the Contract Documents, in which case the terms most favorable to OWNER are required. At all times during the term of this agreement, CONTRACTOR shall keep in force and effect a Commercial and General Liability Insurance as outlined below by a company authorized to do business in the State of Wisconsin and A.M. Best "A" rated or better and Class VII size or larger. Such insurance shall be primary. Prior to commencement of the Work, the Company shall furnish OWNER with a Certificate of Insurance. The Certificate of Insurance shall be submitted to the Construction Manager for approval as to the form, and shall be subject to the approval of the Construction Manager. The OWNER will be given 30 days advance notice by the insurance company of cancellation or non-renewal of the insurance during the term of this agreement. OWNER, its boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insured") shall be named as additional insureds under all the policies, which shall be so stated on the Certificate of Insurance. The Commercial General Liability Policy shall be written to provide coverage for, but not limited

to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage and coverage from property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence, and \$1,000,000 umbrella each occurrence/aggregate.

C. At all times during the term of this agreement, CONTRACTOR shall also keep in force and effect the statutory required workers compensation insurance and auto liability with limits not less than \$1,000,000 combined single limit.

#### 10.05 Public Records Responsibilities Contract Terms

OWNER and CONTRACTOR recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, OWNER and CONTRACTOR agree as follows. When OWNER receives public records requests for matters that OWNER believes might be proprietary or confidential information, OWNER will notify CONTRACTOR of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), CONTRACTOR shall either provide OWNER with the record that is requested, for release to the requestor; or CONTRACTOR shall advise OWNER that CONTRACTOR objects to the release of the requested information, and the basis for the objection. If for any reason OWNER concludes that OWNER is obligated to provide a record to a requestor that is in CONTRACTOR's possession, CONTRACTOR shall provide such records to OWNER immediately upon OWNER's request. CONTRACTOR shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, CONTRACTOR 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 OWNER, its officers, agents, employees and independent Contractors growing out of (i) OWNER's denial of a records request, based upon objections made by CONTRACTOR, or (ii) CONTRACTOR's failure to provide records to OWNER upon OWNER's request; or (iii) OWNER's charges made to a records requestor, based upon reimbursement of costs CONTRACTOR charged to OWNER in responding to a records request; or (iv) OWNER's lack of timely response to a records request, following CONTRACTOR's failure to timely respond to OWNER as required herein; or (v) OWNER's provision of records to a requestor that were provided to OWNER by CONTRACTOR in response to a records request. CONTRACTOR's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that OWNER may provide all requested documents, programs, data, and other records to the requestor, upon failure by CONTRACTOR to defend, indemnify or hold harmless the OWNER as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

10.06 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.07 Other Provisions: None.

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed 3 copies of this Agreement. Counterparts of each have been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed as needed by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on date of OWNER's signature (which is the Effective Date of the Agreement).

OWNER:

Village of Richfield

\_\_\_\_\_  
John Jeffords, Village President

Byco Floors:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
(CORPORATE SEAL)

ATTEST:

ATTEST \_\_\_\_\_

\_\_\_\_\_  
Laura Johnson, Deputy Clerk

Title: \_\_\_\_\_

Address for giving notices:

Village of Richfield Village Hall  
4128 Hubertus Road  
Hubertus, WI 53033

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
(If CONTRACTOR is a corporation or a  
partnership, attach evidence of authority to  
sign.)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

# Attachment A

## VILLAGE OF RICHFIELD, FIRE DEPARTMENT – STATION NEW 2 OFFICIAL BID FORM

We the Undersigned (Bidder), in compliance with your Invitation to Bid, propose to perform the Work in accordance with the Contract Documents prepared by MSI General Corporation as outlined in Instructions to Bidders. The Bidder, having examined the Contract Documents and related documents and the Site and being familiar with all the conditions affecting the Work, including availability of materials, labor and equipment, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, site safety and miscellaneous items to perform all work related to this Division of Work, provide all services for the proper completion of the Work, at the prices stated below, which stated sums include overhead, profit, taxes, fees, insurance, bonds and all other charges subject to and upon which taxes or other fees may be levied, at the bid amount stated below. *If bidding on more than one Division, provide separate bid forms for each Division.*

All Work and numbers shall be in ink.

2015 Wisconsin Act 126 – effective on January 1, 2016. All items of property the contractor may purchase for this project are exempt from sales tax and other taxes as and to the extent described within 2015 Wisconsin Act 126 (Section 77.54(9m), Wisconsin Statutes), and all Bidders are encouraged to take advantage of this exemption to the full extent of the law and bid accordingly.

DIVISION OF WORK: CERAMIC TILE AND FLOORING  
(The "Work")

SUBMITTED BY: BYCO, INC  
(Name)

PO BOX 148 MAYVILLE, WI 53050  
(Address)

262.894.6995  
(Phone/Fax)

DATE:

4/4/2016

BASE BID AMOUNT: 38730.00 Dollars  
(Less Tax Savings)

\$ 869.00 Dollars

TAX SAVINGS AMOUNT (\$) 37861.00 Dollars

**PROPOSAL ACCEPTANCE** We the undersigned, agree that this proposal shall remain valid and cannot be withdrawn until sixty (60) days from the date of this proposal.

We acknowledge that the Owner shall have the right to reject any or all bids and waive any informality or irregularity in any Bid or Bids received and to accept the Bid which, in the Owner's judgment, is in its best interest.

**ALTERNATE #1:**

Provide alternate for fire retarded wood truss approximately at 24" O.C. with 5/8" fire retarded plywood in lieu of light gauge metal trusses, 1½" metal deck and ½" fire retardant plywood in apparatus bay.

Alternate #1 \$           N/A           Dollars

(Less Tax Savings) \$ \_\_\_\_\_ Dollars

TAX SAVINGS AMOUNT (\$) \_\_\_\_\_ Dollars

**BIDDER REPRESENTATIONS AND ACCEPTANCE**

A. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.
2. By submission of the Bid, Bidder certifies, and in the case of a Joint Bid, each party thereto certifies as to his own organization, that in connection with the bid:
  - a. The prices in the Bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
  - b. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
  - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition

- d. Bidder is not barred from contracting with the Owner as a result of a violation of Wisconsin Statutes relating to Public Contracts.

#### ADDENDA

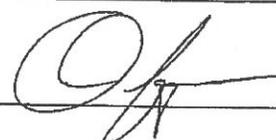
- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum #	<u>1</u>	Dated	<u>3/31/2016</u>
Addendum #	<u>          </u>	Dated	<u>          </u>
Addendum #	<u>          </u>	Dated	<u>          </u>

#### BID FORM EXHIBITS

- A. The following Exhibits are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Exhibit A: List of Contract Documents. A copy of this exhibit must accompany the bid.
  2. Exhibit B: Bidder's Certificate. An executed copy of this statement must accompany the bid.
  3. Exhibit C: Scope of Work Clarifications. A copy of this exhibit must accompany the bid.
  4. Exhibit D: Bidder's Proof of Responsibility. A copy of this exhibit must accompany the bid.

CONTRACTOR (BIDDER): BYCO, Inc

AUTHORIZED SIGNATURE: 



Tile and Floor  
Since 1953

PO Box 148, Mayville, WI 53050  
Phone: (262) 894-6995 Fax: (920) 387-4313

4/4/2016

Village of Richfield  
4166 Hubertus Rd  
Richfield, WI 53076

**RICHFIELD FIRE STATION**

We propose to install new flooring per drawing and specifications as follows:

Ceramic tile floors & base	\$34,212.00	
LVT Flooring	\$ 3,735.00	
Vinyl base	\$ 1,969.00	
Carpet tile	\$13,944.00	
Total all flooring	excluding tax	\$53,860.00

34,212 + 600

3,735 + 2600

19,648 + 269 =

\*Scale from A-101 dimensioned floor plan

Includes:

- Basic floor preparation including minor sanding, sweeping & patching 1/8" in 10, minor patching, etc on concrete.
- Ceramic tile floors with cut tile base as specified in room finish schedule.
- TAJ vinyl tile gluedown on concrete.
- Concrete moisture tests as required per manufacturer approx. 2 weeks before vinyl flooring or carpet installation. Approximately 4 months cure time recommended for Slab on grade concrete prior to flooring.
- Carpet tile gluedown where specified.
- Vinyl base and transitions at all specified areas.

Does not include

- Surface preparation in excess of specified allotments, adhesive removal, grinding, concrete restoration or new underlayments if surface is not concrete.
- Concrete moisture mitigation if required.
- floor waxing or polishing.
- Sales Tax (\$869 add)

We appreciate the consideration of our proposal for Richfield Fire Station. If there are any questions or clarifications that we may provide, please do not hesitate to contact.

Proposal Accepted by: \_\_\_\_\_

**ATTACHMENT B**

PRELIMINARY Project Schedule  
File Name:Richfield Fire Department

**Richfield Fire Department Station #2  
4166 Hubertus Road  
Richfield, WI 53076**

06MAY16

ID	Description	Duration	Start	Finish	2016												2017											
					MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR										
Pre-Construction Activities																												
1000	Final Bidding of Construction Drawings	12	22MAR16	06APR16																								
1010	Subcontractor Walk Through	1	29MAR16	29MAR16																								
1020	Bid Opening, 1:00 PM	1	06APR16	06APR16																								
1030	Bidders Selected	7	07APR16	15APR16																								
1040	Contracts Sent Out	14	18APR16	05MAY16																								
1050	State Approval	1	22APR16	22APR16																								
1060	Begin Construction	1	23MAY16	23MAY16																								
Sitework																												
2000	Install Erosion Control	2	23MAY16	24MAY16																								
2010	Demolition, Clearing & Grubbing	4	24MAY16	27MAY16																								
2020	Rough Grading, Dig Pond & Prepare Building Pad	10	27MAY16	10JUN16																								
2030	Excavate for Foundations	4	13JUN16	16JUN16																								
2040	Backfill Foundations	4	20JUN16	23JUN16																								
2050	Construct Building Shell	65	10JUN16	09SEP16																								
2060	Storm Sewer	5	20JUN16	24JUN16																								
2070	Final Grade Site	5	12SEP16	16SEP16																								
2080	Septic System & Sanitary Sewer	7	27JUN16	06JUL16																								
2090	Well & Water Main	5	07JUL16	13JUL16																								
2100	Exterior Concrete Work	6	19SEP16	26SEP16																								
2110	Asphalt Paving	6	27SEP16	04OCT16																								
2120	Fencing	1	05OCT16	05OCT16																								
2130	Landscaping	10	05OCT16	18OCT16																								
Building Addition Shell Construction																												
3000	Footings & Foundations	6	14JUN16	21JUN16																								
3010	Rough Underground Plumbing/Electric	10	17JUN16	30JUN16																								
3020	Prep/Pour East Floor Slab	5	01JUL16	08JUL16																								
3030	Masonry Bearing Walls	10	01JUL16	15JUL16																								
3040	Exterior Stud Walls	6	11JUL16	18JUL16																								
3050	Roof Framing & Plywood	12	05AUG16	22AUG16																								
3060	Precast Floor Plank	1	01AUG16	01AUG16																								
3070	Structural Steel Framing	2	11JUL16	12JUL16																								
3080	Prep/Pour Apparatus Bay Slab	5	13JUL16	19JUL16																								
3090	Masonry Veneer	20	14JUL16	10AUG16																								
3100	Roofing	7	23AUG16	31AUG16																								
3110	Windows, Doors & Siding	10	11AUG16	24AUG16																								
3120	Exterior Painting	7	25AUG16	02SEP16																								

MSI General Corporation  
262-367-3661 (phone)  
www.msigeneral.com

Tim Kneprath  
Project Director  
414-550-9400

Dan Gonwa  
Project Superintendent  
414-588-7770



ATTACHMENT C



**Village of Richfield**  
 4128 Hubertus Road  
 Hubertus, WI 53033

Purchase Order No.: **16-017**  
 Date: **May 19, 2016**

**Village Purchase Order**

Ship to: **4166 Hubertus Road**  
**Hubertus WI 53033**

**Byco Floors**  
**P.O. Box 148**  
**Mayville WI 53050**

Andres Lezama  
 920-387-4313 Cell: (262) 894-6995  
 Email: bycoinc@yahoo.com

**IMPORTANT:** PO# must appear on all invoices, shipping papers and correspondence.

Description	968- - Price
<p>Furnish all labor, material and equipment to deliver, unload and install the Hard Tile, Carpet, Resilient tile work as per MSI General Plan Sheets G-100, C-001, C-100, C-101, C-102, C-103, C-107, C-108, C-109, C-501, S-101, S-102, S-103, S-501, S-502, S-503, S-504, S-505, S-901, S902, A-101, A-101-1, A-101-2, A-102, A-104, A-201, A-202, A-203, A-301, A-302, A-304, A-305, A-306, A-307, A-308, A-309, A-501, A-502, A-503, A-504, A-506, A-601, I-601-1, P1.0, P2.0, M1.0, M1.1, E001, EL101, EL101-M, EL801, EP101, EP101-M, EP601, ES101P, EC301, FA001, FA101, FA101-M and FA601 all dated 3/22/2016, Project Manual dated 3/22/2016, and Addendum #1 dated 3/31/2016.</p> <p><b>Division 18 Hard Tile 09300 Tile - Division 20 Soft Flooring 09560 Resilient Flooring, 09680 Carpeting</b></p> <p>Scope of work includes, but not limited to:</p> <p>Provide hard tile, carpet, resilient tile, vinyl base and all associated accessories for a complete installation per plans and specifications.</p> <p style="text-align: right;"><b>Total amount of this purchase order</b></p> <p>Contractor must provide a certificate of insurance indicating Village of Richfield as the certificate holder and as additional insured per Agreement section 10.04. Email the certificate to <a href="mailto:dione@msigeneral.com">dione@msigeneral.com</a>.</p> <p>You may only invoice the items shown on this purchase order. Applications for payment shall be made out to the Village of Richfield and submitted to MSI General, <a href="mailto:dione@msigeneral.com">dione@msigeneral.com</a>, questions, contact Dione Funk 262-563-5315</p> <p>Contact Dan Gonwa, Project Manager, at 414-588-7770, for construction schedule.</p> <p><b>TAX EXEMPT #456523</b></p>	<p><b>\$53,860.00</b></p>
<p>Shop drawings, cut sheets and color charts as applicable are to be submitted to <a href="mailto:expeditor@msigeneral.com">expeditor@msigeneral.com</a> within ten (10) working days of receipt of this purchase order. Failure to submit shop drawings transfers all responsibility for errors, omissions, and any additional cost incurred to suppliers. All suppliers of material are responsible for maintaining and making available Material Safety Data Sheets pertaining to materials being used on the job site in accordance with current regulations.</p> <p>Please sign and return to <b>MSI GENERAL</b> along with the completed W-9, suppliers list, insurance certificate and performance and payment bond.</p>	

By signing the Agreement, the Contractor agrees to the attached terms and conditions.

## Purchase Order Terms and Conditions

**This purchase order ("P.O.") is Village of Richfield's ("Owner") offer to purchase goods and/or services from "Contractor". Upon acceptance of this P.O. by Contractor, this P.O. shall be the agreement of purchase and sale of the parties and shall set forth all terms and conditions of such agreement.**

1. All P.O.'s are subject to acceptance by Contractor within seven (7) days from the date of said P.O. and if not accepted in writing within that time, then the P.O. shall be null and void. The issuance of any written acknowledgment of the P.O. by Contractor shall constitute an acceptance of the P.O. and not a counter-offer, and shall create an Agreement for service. It is a condition of the P.O. that any provisions printed or otherwise contained in any written acknowledgment by Contractor, of the P.O. which are inconsistent with or in addition to the terms and conditions of the P.O. or this Agreement, or which alter any term of the P.O. or this Agreement, shall have no force or effect and the Contractor by its acknowledgment agrees that any such provisions therein or any such alteration of the P.O. or this Agreement, shall not constitute any part of the agreement of service.
2. TIME IS OF THE ESSENCE as to the delivery of services. If services are not delivered by the dates specified by Owner in the P.O., Construction Manager (CM) may reject the services and Owner may cancel the P.O. Services delivered (whether paid for or not) are subject to inspection before acceptance. Final inspection shall be on Owner's premises unless a different place has been stated or agreed to by CM. Goods rejected as not conforming to the P.O. or otherwise defective shall be returned at Contractor's risk and expense including transportation and handling costs. Goods rejected by CM are not to be replaced except upon written approval of CM. The Contractor agrees to indemnify Owner against all claims and/or demands for damages, including reasonable attorney's fees and costs of defense, occasioned by Contractor's failure to make delivery as promised.

TIME IS OF THE ESSENCE as to the performance of services. If services are not performed by the dates specified by Owner in the P.O., for any reason, Owner may cancel the P.O. Contractor shall be required to obtain any permits or licenses necessary to perform the services required by the P.O. The Contractor agrees to indemnify Owner against all claims and/or demands for damages, including reasonable attorney's fees and costs of defense, occasioned by Contractor failure to perform services as promised.

3. If CM believes the Contractor services specified in the P.O. are not satisfactory, are not being provided or performed in a timely fashion, or are not being provided or performed in the manner contemplated by Contractor by the P.O., or if a governmental entity declares that any provisions in the P.O. are not enforceable or are unlawful, then the Agreement may be prematurely terminated by Owner immediately upon serving Contractor written notice of termination. In the event of Contractor's insolvency, Contractor's filing of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Contractor, a general assignment by Contractor for the benefit of creditors, appointment of a receiver on account of the Contractor insolvency, or Owner's finding Contractor's financial condition to be unsatisfactory during the term of the P.O., then Owner may either terminate the P.O. immediately upon serving Contractor with written notice of termination whether or not Contractor may otherwise be in default, or Owner shall be entitled to request of Contractor or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions of the P.O. and this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the P.O. immediately upon serving Contractor with written notice of termination. Pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to obtain services covered by the P.O. from other Contractors, the cost of which will be deducted from the P.O. On receipt by Contractor of any notice of termination from Owner hereunder, Contractor shall stop work and the performance of services with respect to the project specified in the P.O. No rights shall accrue to Contractor against Owner on account of such termination. Any claim by Contractor for services provided and performed prior to the date of termination must be submitted to Owner in writing within sixty (60) days after the effective date of termination. Any termination by Owner for breach or otherwise shall be without prejudice to any claim for damages or any other rights of Owner against Contractor.
4. As a Contractor you are directly responsible for locating and protecting all utilities above and below ground as well as any surveying landmarks. You are liable for any damages caused to the utilities and adjoining structures which are not relocated or adequately protected and shall indemnify Owner against any liability

## Purchase Order Terms and Conditions

for such damages.

5. Required compliance with any applicable codes, approval detail, and approval drawings, if applicable, and the accuracy thereof to conform to actual field conditions, are the responsibility of Contractor unless specifically noted otherwise hereon.
6. All services delivered hereunder whether by Contractor, a carrier, or otherwise, shall be delivered to Owner's job address or to any specific location stated on the P.O. Contractor shall bear the risk of any loss, deterioration or damage to the services and/goods until the services are delivered and unloaded at the location herein required.
7. The Contractor price shall not be higher than the last quoted or last charged to Owner unless otherwise agreed to in writing.
8. Contractor warrants and represents that: (a) all products and services furnished by Contractor shall conform to the plans, specifications, instructions, or other descriptions provided by Owner; (b) all services furnished by Contractor will be new, of good quality, free from defect, merchantable and fit for the purposes for which they were ordered by Owner; (c) all services provided by Contractor shall be performed in compliance with the plans, specifications, instructions or other descriptions provided by Owner and in a proper and skillful manner; (d) the acceptance of the P.O. has been properly authorized and approved by Contractor and (e) Contractor will comply with all applicable federal, state and local laws. At Owner's request, Contractor shall correct or cure any defect in quality or the breach of any representation or warranty hereunder at Contractor's own cost, expense and risk.
9. A twelve (12) month warranty applies to all labor and material as defined in the Project Manual dated March 22, 2016.
10. Contractor by acceptance hereof, agrees to erect, build and finish in a good substantial and workmanlike manner and furnish good and substantial materials adequate and suitable for the building and/or purposes for which they were intended, fitting properly with other work on the job. All services furnished by Contractor shall conform to the specifications, instructions or other descriptions provided to Contractor by Owner and will be new, of good quality, free from defect, merchantable and fit for the purposes for which they were intended. All services shall be performed by Contractor in compliance with the specifications, instructions or other descriptions provided to Contractor by Owner. Contractor shall remedy all defects in goods or services performance upon request of Owner.
11. There is to be NO SMOKING, alcoholic beverages or illegal substances consumed or brought onto the project site at any time by Contractor or its agents, representatives or employees.
12. Contractor shall provide safe and proper facilities for inspection by Owner. Contractor shall within 24 hours after receipt of written notice from Owner proceed to remove work or material rejected by Owner.
13. Contractor, by acceptance hereof, agrees to comply with all applicable safety and health standards set forth by the Occupational Safety & Health Act, Safety and Health Requirements for construction, as well as all other federal, state and local laws and regulations and shall be responsible for any corrective requirements or punitive actions against Owner or the project, including indemnification of the Owner, occasioned by its failure to so comply.
14. Hard hat policy: OSHA Rule: *"1926.100 (a) Employees working in areas where there is a possible danger of head injury from impact, from falling or flying objects or from electrical shock and burns shall be protected by protective helmets."*

All personnel working or visiting active Village of Richfield project sites are required to wear a hard hat from the time that excavation or demolition begin until the building is complete and turned over to the Owner. Non-compliance will result in removal from the project site with no relief of schedule obligations. It is not the responsibility of Village of Richfield to provide protective helmets for personnel working on project sites.

## Purchase Order Terms and Conditions

15. Contractor shall maintain Material Safety Data Sheets at the job site pertaining to its materials being used on that job site. Contractor shall be further responsible for ensuring that all personnel on the job site are notified of any hazardous materials prior to their use on the job site and prior to creating the hazard.
16. As a Contractor you are responsible to clean up after your own work on a daily basis. In the event you fail to do so, all costs borne by Village of Richfield in cleaning up your materials and debris will be back charged against the enforced P.O.
17. Should the Contractor refuse at any time to provide a sufficiency of skilled workmen or material of a proper quality or fail in any respect to prosecute the work, this being certified by the project manager for Owner. The Owner may, after two (2) days written notice to the Contractor, provide any such labor and material as necessary to finish the work in accordance with the plans and specifications and deduct the costs of such work from money due the Contractor. If such costs exceed the unpaid balance, the Contractor shall promptly reimburse the Owner.
18. Contractor shall perform its work and furnish its services in a prompt and expeditious manner so as to conform to the progress of other work on the job project and so as to not cause any delay in the completion of the same. Risk of loss as to all services furnished by Contractor shall remain with Contractor until permanently incorporated into the project or until insurance coverage as to same has been assumed by the Owner of the project.
19. Upon execution of the Purchase Order Terms and Agreement and prior to the Contractor's commencing any work or services with regard to a project, the Contractor shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the CM with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming Owner as Additional Insureds thereunder. Additional Insured coverage shall apply as primary insurance with respect to any other insurance offered to Owner. The coverage available to the Owner, as Additional Insureds, shall not be less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2,000,000 Products/Completed Operations Aggregate and \$1,000,000 Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by Contractors: All coverage shall be placed with an insurance company duly admitted in the State of Wisconsin and shall be reasonably acceptable to Owner. All Contractor insurance carriers must maintain an AM Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation. Umbrella liability of at least \$1,000,000 Each Occurrence and Professional Liability (if applicable) of \$1,000,000 Each Occurrence, \$1,000,000 Aggregate.

The insurance coverage required under paragraphs 18 and 19 shall be of sufficient type, scope and duration to ensure coverage for the Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Owner in relation to the applicable project. Contractor agrees to maintain the above insurance for the benefit of Owner for a period of three (3) years, or the expiration of the Statute of Limitations following completion of the applicable project, whichever is later.

Each Certificate of Insurance shall provide that the insurer must give the Owner at least thirty (30) days prior written notice of cancellation and termination of the Owner's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply the CM with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Owner as set forth above.

## Purchase Order Terms and Conditions

Additionally and prior to commencement of the Work, the Contractor shall provide the CM with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or Subcontractors of the Contractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificate of Insurance showing replacement coverage shall be provided to CM. Coverages shall be no less than the following:

Worker's Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to CM prior to cancellation or non-renewal, providing coverage of not less than \$100,000 for bodily injury caused by accident and \$500,000 for bodily injury by disease; \$100,000 disease each employee.

Business Auto Liability Insurance: Shall be written in the amount of not less than \$1,000,000 each accident.

Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of Owner with respect to Losses arising out of or in connection with the Work.

20. The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless Owner, affiliated companies of Owner, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after the Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

21. The P.O. and Contractor's interest therein, shall not be assigned, in whole or in part, or subcontracted, in whole or in part, without the written consent of CM, which may be granted or withheld in the sole discretion of CM.
22. CM requires a written list of all material and equipment suppliers utilized to perform the P.O. to be submitted to CM prior to the first application for payment.
23. Applications for payment shall be made out to the Village of Richfield and submitted to MSI General, [dione@msigeneral.com](mailto:dione@msigeneral.com), questions, contact Dione Funk 262-563-5315
24. Monthly invoices must be received by the 25<sup>th</sup> of the month. All P.O.'s are to be invoiced separately. All invoices covered by the P.O. will be paid less a 5% retainage unless other specific arrangements are made prior to the execution of the P.O.
25. Contractor shall deliver to CM affidavits, certificates, waivers of lien, or other documents required by Owner. Any payment made by Owner to Contractor shall be supported by appropriate lien waivers from Contractor and all of its material men, suppliers and subcontractors, if any.

## Purchase Order Terms and Conditions

26. The Contractor shall not proceed with any extra work or supply extra material beyond that stated herein or in the project P.O. without a Field Work Authorization Notice (FWAN) from CM. Owner or CM shall not be liable for payment for any extra work or extra materials which were not previously authorized in writing by CM on a FWAN.
27. The P.O. and the Agreement formed by acceptance thereof and all questions arising thereunder shall be governed by the laws of the State of Wisconsin.
28. The Purchase Order Terms and Conditions is only terminable by Owner or Contractor on a 30-day advance notice by either party and then only with respect to project P.O.'s entered into or services provided after expiration of the 30-day notice period.
29. The remedies available in law or equity to Owner shall not be limited by those remedies stated herein.
30. The Purchase Order Terms and Conditions of the P.O. are a final, complete, and exclusive statement of the terms and agreement between Contractor and Owner. The Purchase Order Terms and Conditions shall control.
31. A finding that any provision of this Agreement or any P.O. or Change Order is unenforceable shall not affect the validity of the remaining provisions.





Design Build  
Since 1957

TO: Byco Floors  
FROM: MSI Accounting Department  
RE: JOB #4397 – Village of Richfield  
Suppliers/Subcontractors

We have been faced with challenges this past year, where subcontractors have not paid their suppliers nor have they listed them on the lien waiver certification. To help minimize these events we are going to be enforcing terms found on our Master Subcontractor Agreement paragraph #22 listed below that you have signed.

**“Contractor requires a written list of all material and equipment suppliers utilized to perform the Subcontract to be submitted to Contractor prior to the first application for payment.”**

Below are the common materials used by your phase of work. If some areas are not applicable please state as such. You may also add divisions as necessary.

Phase: 900 Painting/Vinyl Wall Covering/Drywall/Ceramic Tile/Carpet/  
Resilient Tile/Acoustical Ceiling/Sealer/Fire Proofing/Epoxy

Paint & Accessories Supplier \_\_\_\_\_

Vinyl Wall Covering Supplier \_\_\_\_\_

Metal Framing/Drywall & Accessories Supplier \_\_\_\_\_

Light Gauge Truss Supplier \_\_\_\_\_

Tile & Grout Supplier \_\_\_\_\_

Acoustical Ceiling Supplier \_\_\_\_\_

Flooring Material Supplier \_\_\_\_\_

Insulation Supplier \_\_\_\_\_

Equipment Supplier \_\_\_\_\_

Sealer/Epoxy \_\_\_\_\_

Subcontracted Work \_\_\_\_\_

Please fill out, have signed and fax (262)367-7390 or email [dione@msigeneral.com](mailto:dione@msigeneral.com) back to us ASAP. Even if you do not have any please state that on this sheet and send back to us.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MSI General

Corporation

P. O. Box 7

Oconomowoc

Wisconsin

53066

262.367.3661

Fax 262.367.7390

[www.msigeneral.com](http://www.msigeneral.com)

Single Source

8 n



VILLAGE OF RICHFIELD  
 VILLAGE BOARD COMMUNICATION FORM

# *On*

MEETING DATE: May 19, 2016

SUBJECT: Letter of Credit release, Ridgeview Court, NMMR Investments No.1  
 DATE SUBMITTED: May 12, 2016  
 SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE VILLAGE'S PUBLIC WORKS SUPERVISOR TO RELEASE THE ESTABLISHED LETTER OF CREDIT?*

*ISSUE SUMMARY:*

In 2014, a Letter of Credit was established as part of a filed CSM which created a second cul-de-sac on Ridgeview Court, in Section 34 of the Village. Ridgeview Court is generally located off the southernmost portion of Scenic Road in the Woodridge East Subdivision. Please refer to the attachment for details. Last summer the 'final lift' of asphalt was placed on the cul-de-sac pursuant to the terms and conditions of our standard form Developer's Agreement and has since been inspected by the Village's Public Works Supervisor. His recommendation is that it would be appropriate to release the Letter of Credit which is currently being held in the amount of \$11,765. On July 23, 2015, on the advice of the Village Engineer the Letter of Credit was reduced from \$70,000.

The following is the correspondence received from the Public Works Supervisor regarding the satisfactory nature of the cul-de-sac:

*"Upon inspection of the top/upper coarse of HMA pavement on Ridgeview court, I conclude that the finished product is to the satisfaction of the Department of Public Works. This Cul-de-Sac withstood the winter maintenance using our standard procedures for snow and Ice removal. There appeared to be no visible defects in the asphalt at inspection time. Shoulders are holding well and show no sign of washout or deterioration. Please let me know of there is any additional information you may need regarding the LoC release." – Adam Schmitt, Public Works Supervisor*

*FISCAL IMPACT:*

REVIEWED BY: *Kalagon Schmitt*  
 Village Deputy Treasurer

Initial Project Costs: N/A  
 Future Ongoing Costs: N/A  
 Physical Impact (on people/space): N/A  
 Residual or Support/Overhead/Fringe Costs: Administrative costs related to the release of the LoC

*ATTACHMENTS:*

1. Pictures of the improved cul-de-sac dated May 13, 2016 taken by DPW Supervisor Schmitt.
2. Washington County GIS Aerial Overview

*STAFF RECOMMENDATION:*

Motion to authorize the Village's Deputy Treasurer to work with the Developer to release the Letter of Credit currently held in the amount of \$11,765.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY  
 BOARD ACTION TAKEN

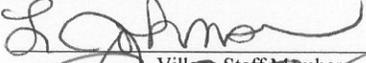
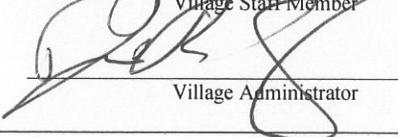


VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 8n

MEETING DATE: May 19, 2016

SUBJECT: Letter of Credit release, Ridgeview Court, NMMR Investments No.1  
DATE SUBMITTED: May 12, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

 _____ Village Staff Member   _____ Village Administrator	Resolution No. _____ Ordinance No. _____ Approved _____ Other _____	Continued To: _____ Referred To: _____ Denied _____ File No. _____
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