



AGENDA
VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
June 16, 2016
7:00P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance with Open Meeting Law
3. Pledge of Allegiance
4. PUBLIC HEARING
 - a. 2016 Budget Amendment
5. 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.)
6. CONSENT AGENDA
 - a. Vouchers for Payment
 - b. Treasurer's Report
 - c. Meeting Minutes:
 - i. May 19, 2016 – Regular Meeting
 - d. New Operator Licenses
 - e. Acceptance of "insulation bid" – new municipal building
7. DISCUSSION/ACTION ITEMS
 - a. Discussion/Action regarding Resolution R2016-06-01, a Resolution adopting the 2016 Village of Richfield Budget Amendment
 - b. Discussion/Action regarding Resolution R-2016-06-02, a Resolution Designating Depositories and Authorizing Signatures for the Village of Richfield
 - c. Discussion/Action regarding the approval of the Deed Restrictions for Lakeview Ridge Subdivision
 - d. Discussion/Action regarding the approval of the Storm Water Management Agreement for Lakeview Ridge Subdivision
 - e. Discussion/Action regarding a CUP application submitted for property located at 1953 STH 175 (Tax Key: V10_0272) pursuant to Section 70.200.5(D) – "Richfield Roadhouse"
 - f. Discussion/Action regarding a CUP application submitted for property located at 3208 STH 167 (Tax Key: V10_027600E) pursuant to Section 70.198(D) – "Terrace 167 & Logger's Park"
 - g. Discussion/Action regarding a proposed Intergovernmental Agreement with Waukesha County for the collection of delinquent personal property tax bills
 - h. Discussion/Action regarding the delinquent personal property tax bills from 2002-2009
 - i. Discussion/Action regarding Beer, Liquor, Cigarette, Coin Machine, Target Trap, Unenclosed Premise Permit and Related License Renewals
 - j. Discussion/Action regarding the granting of New Combination "Class B" Retail License for the sale of Fermented Malt Beverages and Intoxicating Liquors, coin-operated machines and unenclosed premise permit
 - k. Discussion/Action regarding the granting of various Picnic Licenses throughout the community
 - l. Discussion/Action regarding the issuance of Operator License Renewals
 - m. Discussion/Action regarding the issuance of Temporary Operator Licenses
8. PUBLIC COMMENTS (...Continued)
9. CLOSED SESSION
 - a. Discussion/Action to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats.,- Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – All salaried positions affected by new Department of Labor regulations
10. RECONVENE IN OPEN SESSION
 - a. Discussion/Action regarding matters address in Closed Session as outlined above
11. ADJOURNMENT

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

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AFFIDAVIT OF POSTING

Pursuant to Sec. 985.02(2), Wis Stats., I, Kate Lynn Schmitt, 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) Open Book and Board of Review Notice
2) Village Board Agenda 20th. 6. 16

on 12:00 (date), June 10th 2016 (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; ~~on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield;~~ and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

* Due to construction not posted.

Kate Lynn Schmitt
Signature

June 10th, 2016
Date

Personally came before me this 10th day of June, 2016.

Margaret M Kennels
Notary Public, State of Wisconsin
My commission expires 9/25/16

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

Signature

Date

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

Signature

Date

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VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

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MEETING DATE: June 16, 2016

SUBJECT: Consent Agenda

DATE SUBMITTED: June 8, 2016

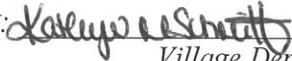
SUBMITTED BY: Jim Healy, Village Administrator

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 May 19th, New Operator Licenses and Acceptance of "insulation bid" – new municipal building.

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

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

ATTACHMENTS:

1. Vouchers for Payment
2. Treasurer's Report
3. Meeting Minutes from May 19, 2016
4. New Operator License List, Copy of Applications, Background Investigation Report
5. Acceptance of "insulation bid" – new municipal building

STAFF RECOMMENDATION:

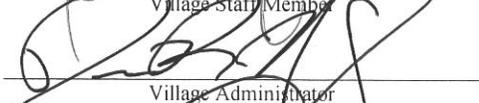
Motion to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from May, New Operator Licenses and Acceptance of "insulation bid" – new municipal building.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



Village Staff Member



Village Administrator

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

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

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VILLAGE OF RICHFIELD
VOUCHERS FOR PAYMENT
JUNE 2016

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BATCH #1					
CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
10897		5/20/16	WE Energies	\$667.02	Street Lighting, Heat and Electric
10898	15-000000081	5/20/16	WI Department of Agriculture	\$2,400.00	Weights and Measurers Contract
10899	C329839	5/20/16	Office Copying Equipment LTD	\$650.07	Meter Plan
10900	1051	5/20/16	Cooper Signs Inc.	\$100.00	Inspector Car Magnets
10901	656-14-9B	5/20/16	Road Bond Refunds	\$2,000.00	837 Woodthrush Lane
10902		5/20/16	Mailbox Replacement	\$35.00	2933 Willow Creek Road
10903		5/20/16	Mailbox Replacement	\$28.64	136 Debbie Lane
10904-10935		5/20/16	May Vouchers for Payment		May Payments
10936		5/23/16	Postmaster	\$913.53	May/June Newsletter
ACH		5/24/16	Village of Richfield	\$16,916.49	Bi-Weekly Payroll
ACH		5/24/16	Wisconsin Department of Revenue	\$1,159.50	State Withholding Tax
EFTPS		5/24/16	Electronic Federal Tax Payment	\$6,272.20	FICA Tax
ACH		5/24/16	Wisconsin Deferred Compensation	\$275.00	457 Plan (Payroll Deduction)
10937		5/24/16	WE Energies	\$531.71	Street Lighting and Electric
10938	910807	5/24/16	Delta Dental	\$206.80	April 2016 Dental Insurance
10939	107667	5/24/16	Kerber, Rose and Associates	\$12,100.00	Year End Financial Audit
10940		5/24/16	UMR	\$2,800.00	Health Insurance for New DPW Employee
10941		5/24/16	Northshore Bank Leasing LLC	\$718.04	Building Inspectors Vehicle Lease
ACH	40725105	5/24/16	United Health Care	\$11,965.87	April Health Insurance
ACH		5/24/16	Wisconsin Retirement System	\$5,885.44	May Wisconsin Retirement Payment
ACH		5/24/16	Capital One Bank	\$1,705.27	April Credit Card Transactions
			TOTAL BATCH #1	\$67,330.58	Checks Written End of May 2016

BATCH #2					
CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
ACH		6/2/16	Village of Richfield	\$2,045.72	Monthly Payroll
EFTPS		6/2/16	Electronic Fed Tax Payment	\$555.99	FICA Tax
10942		6/3/16	Port A John	\$378.00	Restroom Disposal
10943		6/3/16	Falls Auto Parts & Supplies	\$200.12	DPW Stock and Park Supplies
10944		6/3/16	Neu's Building Center Inc.	\$159.83	DPW Stock and Park Supplies
10945	5915072-2275-	6/3/16	Waste Management of Milwaukee	\$498.71	June 2016 Waste Management Charges
10946		6/3/16	WE Energies	\$2,217.11	Street Lighting Invoice
10947		6/3/16	Charter Communications	\$158.80	June Service Charges
10948		6/3/16	AT&T	\$228.70	April to May 2016
10949	18332	6/3/16	Digital Edge Copy & Print	\$75.00	Large Check for Fire Company Construction
10950		6/3/16	Equal Rights Division	\$90.00	May 2016 Work Permits
10951	560-15-8B	6/3/16	Road Bond Refund	\$2,000.00	4694 Partridge Circle
ACH		6/3/16	Postmaster	\$440.00	Postage
ACH		6/7/16	Village of Richfield	\$17,368.80	Bi-Weekly Payroll
ACH		6/7/16	Wisconsin Dept. of Revenue	\$1,141.80	State Withholding Tax
EFTPS		6/7/16	Electronic Fed Tax Payment	\$6,427.87	FICA Tax
ACH		6/7/16	Wisconsin Deferred Comp.	\$275.00	457 Plan
10952		6/9/16	Wisconsin Taxpayers Alliance	\$21.95	2016 Municipal Facts Book
10953	2386	6/9/16	Water Diagnostics Labs, LLC	\$100.00	Colony Count Well Testing
10954		6/9/16	Wisconsin Dept of Justice	\$140.00	May Background Checks
10955	18444	6/9/16	Digital Edge Copy & Print	\$244.80	Bark Lake/Wild Marsh Boat Launch Passes
10956	510810-05-16	6/9/16	Premium Waters Inc.	\$38.99	May Office Water Invoice
10957	1038041328	6/9/16	Piggly Wiggly	\$4.99	Coffee for Front Office
10958	33	6/9/16	Washington County Humane Society	\$859.00	Final Payment for Cat Contract
10959	1540390516	6/9/16	Conley Classifieds	\$160.53	Public Hearing Notices
10960	29-86	6/9/16	Civi Tek Consulting	\$819.00	Consultant Planning Services
10961	571609	6/9/16	Complete Office of Wisconsin	\$60.05	Office Supplies
10962	166578	6/9/16	Kunkel Engineering Group	\$964.78	Engineering Services
10963		6/9/16	Lakeside International Trucks	\$162.96	DPW Truck Parts

VILLAGE OF RICHFIELD
VOUCHERS FOR PAYMENT
JUNE 2016

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10964	76176	6/9/16	League of WI Municipalities	\$25.00	Municipal Licensing and Regulation of Alcohol Beverag
10965	1632195-00	6/9/16	Reinders, Inc.	\$110.06	Toro Mower Thermastat
10966	1526413	6/9/16	TAPCO	\$60.89	Vinyl Number for the New Plow Truck
10967	1414884	6/9/16	Waukesha Lime and Stone	\$110.40	Two Pallets of Lime
			TOTAL BATCH #2	\$38,144.85	Checks Written Beginning of May 2016

**BATCH #3

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
	10956		Arenz, Molter, Macy, Riffle & Larson	\$5,932.20	April through May Attorney Invoice
	121511		Associated Appraisal Consultants	\$3,958.33	Professional Appraisal Services
	20084		Brake Truck & Equipment	\$67.59	Seal Kit White Drive Motors
			Cintas Corporation	\$706.35	DPW Clothes Cleaning Invoice
	588029		Complete Office of Wisconsin	\$35.96	Name Plates for New Board/Commission Members
			Hallman Lindsay Paints	\$411.07	Soccer Paint
	502075		HFI Fluid Power Products	\$155.71	Dynamic Hydraulic Motor
	40266		Houseman & Feind, LLP	\$460.00	2016 Municipal Matters
			Hopson Oil Co. Inc.	\$4,594.81	May Fuel Invoice
			TOTAL BATCH #3	\$16,322.02	Checks Still Needing Approval***

**BATCH #4

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
	58058		Lange Enterprises, Inc.	\$180.51	Inspector Car Signs
			Menards-Germantown	\$142.53	DPW Supplies and Equipment
	H79012		Mid-State Equipment	\$49.04	Parks-Groomer Field Gauge
	1415592		Northeast Asphalt	\$1,100.29	Aggregate Site Supplies
	430042964		Pomps Tire Service Inc.	\$75.00	JD Groomer Front Tire
			Port-A-John	\$354.00	Metros and Waste Disposal
	6220149		Quill Corporation	\$206.39	Various Office Supplies
			Richfield Volunteer Fire Dept.	\$39,365.87	Fire Company Service Payment for June
	9762		Schmitt Sanitation	\$340.00	Pump Holding Tank at Concession Stand
	1527203		TAPCO	\$901.18	New Pole from Timberstone
	ARINVO84930		Universal Recycling Tech	\$1,149.26	Recycling Television Set Pick-Up
	2016-21		Washington County Convention	\$1,650.00	Economic Development Tourism Partnership
	8915		Washington County Sheriff	\$25,321.32	Sheriff Contract Services for May 2016
			Waukesha Lime and Stone	\$110.40	Agri-Lime Aggregate Site Supplies
	A334524		West Bend Elevator	\$316.96	Highway Materials
	43294		Wisconsin Steam Cleaners	\$32.00	Gas Wisco Coil Cleaner
			Wissota Sand and Gravel, Co.	\$501.28	Gravel
			TOTAL BATCH #4	\$71,796.03	Checks Still Needing Approval***
			TOTAL	\$193,593.48	

**FIRE COMPANY CONSTRUCTION

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
			MSI General	\$212,468.45	General Requirements and MSI Fee's
			TOTAL FIRE COMPANY CONST.	\$212,468.45	Checks Still Needing Approval***

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VILLAGE OF RICHFIELD
 Treasurer's Report for May 31, 2016

BANK ACCOUNT BALANCES

	Interest Rate	Beginning Balance April 30, 2016	Interest Earned	Ending Balance May 31, 2016
Landmark Checking Account	0.25%	\$ 1,665,598.84	\$ 322.29	\$ 1,476,570.83
LGIP General Fund	0.42%	\$ 739,085.46	\$ 263.21	\$ 741,325.77
LGIP Fire Impact Fees	0.42%	\$ 260,119.82	\$ 92.43	\$ 259,093.25
LGIP Park Impact Fees	0.42%	\$ 107,149.40	\$ 30.09	\$ 4,150.09
LGIP Tax Account	0.42%	\$ 1,977.10	\$ 0.54	\$ 0.54
FNB Entrepreneur Plus Account	0.05%	\$ 127,561.34	\$ 5.59	\$ 127,566.93
FNB Platinum MMD Account	0.15%	\$ 257,779.71	\$ 33.90	\$ 257,813.61
FNB Public DDA Account	0.05%			\$ 2,411,368.00
Bank Mutual MM Account	0.33%	\$ 252,065.01	\$ 147.31	\$ 252,212.32

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

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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1. Call to Order/ Roll Call

The meeting was called to order by Village President John Jeffords at 7:00 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. 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

Motion by Trustee Neu to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from April 19th & 21st regular meeting with an amendment by Trustee Neu was absent at the meeting, Resolution R2016-05-01, Resolution R2016-05-02, subject to the Village Attorney's review and New Operator Licenses; Seconded by Trustee Voss; Motion carried unanimously.

6. REPORT: 2015 Village Audit – Ms. Karen Kerber, Kerber Rose

Karen Kerber gave an update about the 2015 Financial Audit.

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)

Motion by Trustee Voss to go into public hearing for agenda items 7a. and 7b.; Seconded by Trustee Neu; Motion carried unanimously.

Michelle Jacket, 1143 St. Huberts Drive, spoke in regards to agenda item 7b. She stated that she would like to make sure the business owners have pursued every avenue before they pursue tearing down a house. She asked if St. Gabriel's parking lot could be utilized since their parking lot is empty when Johnny Manhattan's is busy. Ms. Jacket also asked if the current parking lots could be re-worked to accommodate additional parking stalls. Ms. Jacket stated she was speaking on behalf of others that also felt this zoning change would not fit within the Village's country way of life model.

Norb Weyer, 4054 Maple Grove Dr. spoke on agenda item 7b. Mr. Weyer wanted to give Nancy Manhattan credit for doing something about a very bad hazard in the area. Mr. Weyer stated that if nothing were to happen there could be a very bad accident in the near future.

Motion by Trustee Neu to close the public hearing; Seconded by Trustee Voss; Motion carried unanimously.

8. DISCUSSION/ACTION ITEMS

a. Discussion/Action regarding the annual adoption of "Weights and Measures" pursuant to Ch. 363

Motion by Trustee Brandner to approve the assessed weights and measures fees and direct staff to administer the licensing process per Chapter 363 of the Village Code.; Seconded by Trustee Voss; Motion carried unanimously.

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)

Nancy Manhattan, 3726 Hubertus Road, stated that they had approached St. Gabriel's several times to inquire about the use of their parking lot, but had been told no each time.

Trustee Neu stated he believed it was a safety issue and that an additional parking lot was needed in downtown Hubertus.

Motion by Trustee Collins 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); Seconded by Trustee Neu; Motion carried unanimously.

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

Administrator Healy gave a brief introduction on the item.

Motion by Trustee Voss 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.

Seconded by Trustee Brandner; Motion carried unanimously.

d. Discussion/Action regarding a One-Lot Certified Survey Map for subject property located at 3726 Hubertus Road (Tax Key: V10_0422 & V10_042300A)

Motion by Trustee Neu 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; 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 Collins; Motion carried unanimously.

e. Discussion/Action regarding appointments to Boards and Commissions

- i. Architectural Review Board**
- ii. Board of Zoning Appeals**
- iii. Park Commission**
- iv. Plan Commission**
- v. CIP Administrative Committee**

Motion by Trustee Brandner to appoint Tim Einwalter and Jason Duehring to a three (3) year term on the Village's Architectural Review Board, to appoint Richard Schlei and to a three (3) year term on the Village's Board of Zoning Appeals, to appoint Tom Wolff as the Chairman and Heidi Wolfle and Diane Sommers to a three (3) year term on the Village's Park Commission, to appoint Jim Otto to a one (1) year term as Plan Commission Chairman and to appoint Trustee Bill Collins to a one (1) year term as Village Board Representative, in addition to Ray Cote and Bob Lalk to a three (3) year term on the Village's Plan Commission, and to appoint Trustee Dan Neu, Bob Lalk and Tom Lechner to a one (1) year term on the Village's Capital Improvement Plan Administrative Subcommittee; Seconded by Trustee Neu; Motion carried unanimously.

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

Trustee Neu recused himself.

Trustee Collins made a motion to amend the agenda to group items 8f, 8j, 8k, 8l and 8m and then rearrange the items to accommodate what's left; Seconded by Trustee Voss; Motion carried unanimously.

Administrator Healy introduced the agenda item.

Motion by Trustee Voss 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; Seconded by Trustee Collins; Motion carried unanimously.

j. Discussion/Action regarding the acceptance of a monetary donation from the Richfield Volunteer Fire Company pursuant to the adopted "Gifts and Memorials Policy"

Motion by Trustee Brandner 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; Seconded by Trustee Voss; Motion carried unanimously.

The Richfield Volunteer Fire Company presented a check to the Village of Richfield for \$2,411,368.

k. Discussion/Action regarding the allocation of CIP funds for site improvements at Heritage Park

Motion by Trustee Voss 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; Seconded by Trustee Brandner; Motion carried unanimously.

l. Discussion/Action regarding Resolution R2016-05-02, A Resolution to the Board of Commissioners of Public Lands

Administrator Healy introduced the topic and gave a brief description of the borrowing options that the Village explored for the project.

Motion by Trustee Brandner 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; Seconded by Trustee Voss; Motion carried unanimously.

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)

Motion by Trustee Collins 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; Seconded by Trustee Voss; Motion carried unanimously.

Trustee Neu returned to the meeting.

g. Discussion/Action regarding amendments to the Developer's Agreement for Bark Lake Estates

Administrator Healy gave a brief introduction on the agenda item.

Motion by Trustee Collins 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 Connesher 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.

Seconded by Trustee Neu; Trustee Brandner was opposed motion carried 3-1.

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

Motion by Trustee Collins 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.

Seconded by Trustee Brandner; Motion carried unanimously.

i. Discussion/Action regarding the adoption of the 2017-2021 Capital Improvement Program

President Jeffords gave an overview of the Capital Improvement Planning process and thanked the planning committee and staff for their efforts.

Motion by Trustee Brandner to approve the 2017-2021 Capital Improvement Plan; Seconded by Trustee Voss; Motion carried unanimously.

n. Discussion/Action regarding a Letter of Credit release for NMMR Investments No. 1

Administrator Healy gave a brief overview and stated the cul-de-sac had been reviewed by the Village engineer.

Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes May 19, 2016
7:00 pm

Motion by Trustee Voss 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; Seconded by Trustee Neu; Motion carried 3-1 with Trustee Collins abstaining.

o. PUBLIC COMMENTS (...Continued)

No one spoke.

p. ADJOURNMENT

Motion by Trustee Neu to adjourn the meeting at 9:29 pm; Seconded by Trustee Brandner; Motion carried unanimously.

Respectfully Submitted,



Jim Healy
Village Administrator

6 d

June 16, 2016 Meeting

New Operator Licenses

Name	Place of Employment	Course or valid license	Recommendation
Amy Boehler	Sterling Chalet	Course	Approved
Emily Devalkenaere	Loggers Park	Course	Approved
Aubrie Faust	Kettle Hills Golf Course	Course	Approved
Monica Grimm	Kettle Hills Golf Course	Course	Approved
Cody Harju	La Cabana	Course	Approved
Julie Hastings	Holy Hill Art Farm & Terrace 167	Taking Course	Approved
Eric Isaacson	Johnny Manhattan's	Course	Approved
Paul Isaacson	Johnny Manhattan's	Course	Approved
Shawna Laux	Kettle Hills Golf Course	Course	Approved
Shaya Leamon	Kettle Hills Golf Course	Course	Approved
Janelle Lietzau	Holy Hill Art Farm	Course	Approved
Karli Mertins	Kettle Hills Golf Course	Course	Approved
Bryan Schmidt	Richfield Road House	License	Approved
Rosemary Staab	EJ's	License	Approved
Leticia Tamez	Daniel Boone	Course	Approved
Pamela Watkins	Arrowhead Golf Course	Course	Approved

6 e

AGREEMENT

THIS AGREEMENT is by and between Village of Richfield (hereinafter called OWNER) and **Builder's Insulation** (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 Purchase Order No16-009, description of work is as follows:

Furnish all labor, material and equipment to deliver, unload and install the Structural & Miscellaneous Steel and Steel Erection 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 12 - Insulation - 07200 Building Insulation, Wall and Attic

Scope of work includes:

Exterior Walls @ Block Demising Wall (Wt4)	R-11 Formaldehyde Free Fiberglass Batts
Mechanical Room Exterior Walls (2 Locations)	R-13 Formaldehyde Free Fiberglass Batts
Block Soffit Ends	R-19 Kraft Faced Formaldehyde Free Fiberglass Batts
Exterior Walls	R-19 Formaldehyde Free Fiberglass Batts
Kneewalls	R-19 Formaldehyde Free Fiberglass Batts
Kneewalls	R-25 Formaldehyde Free Fiberglass Batts
Accessible Ceilings	R-50 Climate Pro Formaldehyde Free Blown Fiberglass
Apparatus Bay Ceiling	R-50 Climate Pro Formaldehyde Free Blown Fiberglass
Mechanical Room Ceilings	R-50 Climate Pro Formaldehyde Free Blown Fiberglass
Thermax Scuttle Covers (2 Layers With Batt)	2" Rigid Thermax Insulation
All Exterior Walls And Ceilings	Polyurethane Insulating Foam
Caulk Walls Per Code	Caulk
Doors And Windows	Caulk
Tape Seams Of Poly	Sealant Tape
Every Truss Space	Vent Chutes
Vapor Barrier Apparatus Bay Ceiling (Metal Trusses	6 Mil Visqueen
Vapor Barrier Walls And Ceilings	6 Mil Visqueen
2x4 Interior Walls Per Plan	R-11 Formaldehyde Free Fiberglass Batts
2x6 Interior Walls Per Plan	R-19 Formaldehyde Free Fiberglass Batts

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 \$36,970.00

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 16-011 dated 5/31/16 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:

Builder's Insulation

Village of Richfield

John Jeffords, Village President

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

Designated Representative:

Name: Jim Healy
Title: Village Administrator
Address: 4128 Hubertus Road
Hubertus, WI 53033
262-628-2260
administrator@richfieldwi.gov

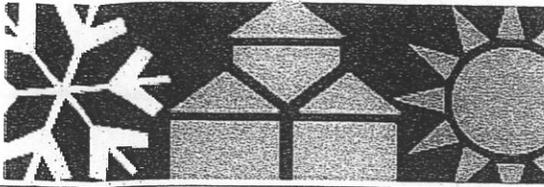
Address for giving notices:

Builder's Insulation
P.O. Box 7788
Madison, WI 53707

Designated Representative:

Name: _____
Title: _____
Address: _____

Phone _____
Email: _____



BUILDERS' INSULATION

(262) 250-6445

Offices in: Appleton, Atlanta, Charlotte, Chicago, Greensboro, Jacksonville, Madison, Memphis, Milwaukee, Minneapolis, Nashville, Orlando, Raleigh, Richmond, Tampa, Virginia Beach, Washington DC

CITY OF RICHFIELD 4166 HUBERTUS ROAD RICHFIELD WI 53076-	Phone	(262) 367-3661	Date	05/25/2016
	Job Name / Location	FIRE DEPARTMENT RICHFIELD FIRE DEPARTMENT - STATION NEW 2 4166 HUBERTUS ROAD RICHFIELD WI 53033		
	Contact	KEN KRAHE @ MSI GENER	ProjectNumber	1163

We hereby submit specifications and estimates for:

EXTERIOR WALLS @ BLOCK DEMISING WALL (WT4)	R-11 FORMALDEHYDE FREE FIBERGLASS BATTS
MECHANICAL ROOM EXTERIOR WALLS (2 LOCATIONS)	R-13 FORMALDEHYDE FREE FIBERGLASS BATTS
BLOCK SOFFIT ENDS	R-19 KRAFT FACED FORMALDEHYDE FREE FIBERGLASS BATTS
EXTERIOR WALLS	R-19 FORMALDEHYDE FREE FIBERGLASS BATTS
KNEEWALLS	R-19 FORMALDEHYDE FREE FIBERGLASS BATTS
KNEEWALLS	R-25 FORMALDEHYDE FREE FIBERGLASS BATTS
ACCESSIBLE CEILINGS	R-50 CLIMATE PRO FORMALDEHYDE FREE BLOWN FIBERGLASS
APPARATUS BAY CEILING	R-50 CLIMATE PRO FORMALDEHYDE FREE BLOWN FIBERGLASS
MECHANICAL ROOM CEILINGS	R-50 CLIMATE PRO FORMALDEHYDE FREE BLOWN FIBERGLASS
THERMAX SCUTTLE COVERS (2 LAYERS WITH BATT)	2" RIGID THERMAX INSULATION
ALL EXTERIOR WALLS AND CEILINGS	POLYURETHANE INSULATING FOAM
CAULK WALLS PER CODE	CAULK
DOORS AND WINDOWS	CAULK
TAPE SEAMS OF POLY	SEALANT TAPE
EVERY TRUSS SPACE	VENT CHUTES
VAPOR BARRIER APPARATUS BAY CEILING (METAL TRUSSES	6 MIL VISQUEEN
VAPOR BARRIER WALLS AND CEILINGS	6 MIL VISQUEEN

Bldg Type	Bldg Description	No. of Bldgs	Amount	Extended Amount
FIRE DEPARTMENT	\$35.17 hour wage rate	1	32,421.00	32,421.00
We Propose hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of:				\$32,421.00

OPTIONS	Option Total
SOUND WALLS PER PLAN	
2X4 INTERIOR WALLS PER PLAN	R-11 FORMALDEHYDE FREE FIBERGLASS BATTS
2X6 INTERIOR WALLS PER PLAN	R-19 FORMALDEHYDE FREE FIBERGLASS BATTS
	\$4,549.00

Payment to be made as follows:

PAYMENT IN FULL DUE WITHIN 30 DAYS FROM THE DATE OF THE INVOICE. ALL AMOUNTS NOT PAID WITHIN SUCH 30 DAYS SHALL ACCRUE INTEREST AT A RATE OF 18% PER ANNUM (1.5% PER MONTH). IN ADDITION, BUILDERS' INSULATION SHALL HAVE THE RIGHT TO RECOVER REASONABLE ATTORNEY'S FEES AND EXPENSES ASSOCIATED WITH THE COLLECTION OF INVOICES NOT PAID IN FULL WITHIN SUCH 30 DAY PERIOD.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurances. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized By **TRAVIS GAUGER**

Cell: (608) 358-4449

E-Mail: Travis.Gauger@insulation-holdings.com

Acceptance of Proposal in accordance with the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Signature _____ Date _____ 30

Upon acceptance please fax or return signed copy:

W185 M14512 WHITNEY

GERMANTOWN, WI 53032 FAX (262) 367-3661



ATTACHMENT C

Village of Richfield
 4128 Hubertus Road
 Hubertus, WI 53033

Purchase Order No.: 16-011
 Date: May 31, 2016

Village Purchase Order

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

**Builders' Insulation
 P.O. Box 7788
 Madison WI 53707**

Travis Gauger
 262-250-6445 Cell: 608-695-9233
 Email: travis.gauger@insulation-holdings.com

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

Description	700- - Price
Furnish all labor, material and equipment to deliver, unload and install the Insulation 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 12 - Insulation - 07200 Building Insulation, Wall and Attic	
Scope of work includes:	
Exterior Walls @ Block Demising Wall (Wt4) R-11 Formaldehyde Free Fiberglass Batts	
Mechanical Room Exterior Walls (2 Locations) R-13 Formaldehyde Free Fiberglass Batts	
Block Soffit Ends R-19 Kraft Faced Formaldehyde Free Fiberglass Batts	
Exterior Walls R-19 Formaldehyde Free Fiberglass Batts	
Kneewalls R-19 Formaldehyde Free Fiberglass Batts	
Kneewalls R-25 Formaldehyde Free Fiberglass Batts	
Accessible Ceilings R-50 Climate Pro Formaldehyde Free Blown Fiberglass	
Apparatus Bay Ceiling R-50 Climate Pro Formaldehyde Free Blown Fiberglass	
Mechanical Room Ceilings R-50 Climate Pro Formaldehyde Free Blown Fiberglass	
Thermax Scuttle Covers (2 Layers With Batt) 2" Rigid Thermax Insulation	
All Exterior Walls And Ceilings Polyurethane Insulating Foam	
Caulk Walls Per Code Caulk	
Doors And Windows Caulk	
Tape Seams Of Poly Sealant Tape	
Every Truss Space Vent Chutes	
Vapor Barrier Apparatus Bay Ceiling (Metal Trusses) 6 Mil Visqueen	
Vapor Barrier Walls And Ceilings 6 Mil Visqueen	
2x4 Interior Walls Per Plan R-11 Formaldehyde Free Fiberglass Batts	
2x6 Interior Walls Per Plan R-19 Formaldehyde Free Fiberglass Batts	
Total amount of this purchase order	\$36,970.00
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 dione@msigeneral.com .	
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, dione@msigeneral.com , questions, contact Dione Funk 262-563-5315	
Contact Dan Gonwa, Project Manager, at 414-588-7770, for construction schedule.	
TAX EXEMPT #456523	
Shop drawings, cut sheets and color charts as applicable are to be submitted to expeditor@msigeneral.com 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.	

Subcontract #: 16-011

Page 2

Please sign and return to **MSI GENERAL** along with the completed W-9, suppliers list, insurance certificate and performance and payment bond.

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 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, questions, contact Dione Funk 262-563-5315
24. Monthly invoices must be received by the 25th 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.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Design Build
Since 1957

TO: Builder's Insulation
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: 700 Roofing/Caulking/Insulation/Waterproofing

Roofing Supplier _____

Sheet Metal Supplier _____

Caulk Supplier _____

Shingles _____

Rubber _____

Equipment Rental _____

Insulation Supplier _____

Subcontracted Work _____

MSI General
Corporation
P. O. Box 7
Oconomowoc
Wisconsin
53066
262.367.3661
Fax 262.367.7390
www.msigeneral.com

Please fill out, have signed and fax (262)367-7390 or email 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: _____

7a



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7a

MEETING DATE: June 16, 2016

SUBJECT: 2016 Budget Amendment

DATE SUBMITTED: June 8, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE PROPOSED 2016 VILLAGE BUDGET AMENDMENT?

ISSUE SUMMARY:

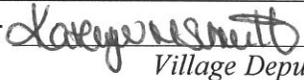
At the May Village Board meeting, the Board approved a monetary donation from the Richfield Volunteer Fire Company (RVFC) in the amount of \$2,411,368 and approved to take out a loan of \$1,000,000 at the State Trust Fund Loan in order to finance the \$3,677,060 for the RVFC construction project. As the Village has taken on these revenues, they will also be responsible for the coinciding expenditures. The Village’s auditors, Kerber Rose, have informed Staff that a “Budget Amendment” is needed to account for the revenues and coinciding expenditures the Village will be responsible for in 2016.

MSI Project Director Tim Kneprath has informed Staff that approximately 90% of the construction costs will be realized in 2016. 90% of the total \$3,677,060 equates to \$3,309,354. The revenue amount has been reflected in the miscellaneous revenue portion of the budget and the expenditure has been added to the public safety expenditure line item.

At the May Board meeting, the Board also authorized the distribution of \$51,364 of allocated “future Village Hall” Capital Improvement Plan funds for the purposes of site alterations and grading at Heritage Park related to the construction of a future Village Hall. The movement of these funds has also been reflected in the transfer from designated fund revenue portion of the budget and the public works expense portion. This expense was recognized in the Capital Improvement Fund portion of the Budget as well.

The new final total for revenues and expenses balances to \$7,262,825. While not needed, Village Staff thought it prudent to follow the budget public hearing process so that residents might have the opportunity to speak on this action. A budget amendment for the RVFC construction will not be needed in 2017 since all of the final expenses will be included in this year’s budget preparation.

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

Initial Project Costs: \$3,677,060

Future Ongoing Costs: Variable

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

Residual or Support/Overhead/Fringe Costs: Variable

ATTACHMENTS:

1. Budget Public Hearing Notice and Final Budget Amendment
2. Email from Jackie Nielson with Kerber Rose and Associates
3. Email from Tim Kneprath with MSI General
4. Resolution R2016-06-01, a Resolution adopting the 2016 Budget Amendment



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7a

MEETING DATE: June 16, 2016

SUBJECT: 2016 Budget Amendment

DATE SUBMITTED: June 8, 2016

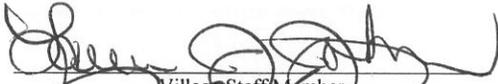
SUBMITTED BY: Jim Healy, Village Administrator

STAFF RECOMMENDATION:

Motion to approve Resolution R2016-06-02, a Resolution adopting the proposed 2016 Budget Amendment per the attached notice and to direct Staff to publish the same no later than 10 days from the date of this meeting in the West Bend Daily News.

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. _____

NOTICE OF PUBLIC HEARING FOR THE VILLAGE OF RICHFIELD

Notice is hereby given, pursuant to Sec. 65.90 Wis. Statutes, that on Thursday, June 16th, 2016, at 7:00pm a PUBLIC HEARING on the proposed 2016 operating budget amendment of the Village of Richfield will be held at the Village Hall, 4128 Hubertus Rd. A summary of the proposed budget is presented below. The detailed budget is available for public inspection at the Village Hall from 7:30am to 4:00pm, Monday through Friday.

GENERAL OPERATING FUND:	2014 ACTUAL	2015 BUDGET	2016 PROPOSED BUDGET	% CHANGE FROM 2015 BUDGET
REVENUES:				
PROPERTY TAXES	2,446,780	2,475,163	2,506,722	1.28%
OTHER TAXES	2,108	2,032	2,057	1.23%
INTERGOVERNMENTAL	769,024	896,422	737,534	-17.72%
LICENSES AND PERMITS	279,027	196,255	210,875	7.45%
FINES, FORFEITURES AND PENALTIES	853	405	405	0.00%
PUBLIC CHARGES FOR SERVICES	71,540	39,960	52,860	32.28%
INTEREST INCOME	10,559	13,700	13,700	0.00%
MISCELLANEOUS REVENUES	94,787	112,412	3,424,265	2946.17%
SPECIAL ASSESSMENT INCOME-RIVERVIEW DR	7,728	8,140	8,140	0.00%
SPECIAL ASSESSMENT INCOME - SOUTHSORE DR	1,281	1,404	1,404	0.00%
TRANSFER FROM DESIGNATED FUNDS	0	0	304,863	100.00%
TOTAL REVENUE	3,683,687	3,745,893	7,262,825	93.89%
EXPENSES:				
GENERAL GOVERNMENT	617,680	649,624	614,150	-5.46%
PUBLIC SAFETY	1,028,682	1,066,311	4,382,409	310.99%
PUBLIC WORKS	803,557	1,709,187	1,993,839	16.65%
PARKS/RECREATION	216,078	143,985	154,641	7.40%
CONSERVATION AND DEVELOPMENT	72,193	84,600	98,600	16.55%
CONTINGENCY	429,557	76,000	3,000	-96.05%
DEBT SERVICE - RIVERVIEW DRIVE	14,183	14,183	14,183	0.00%
DEBT SERVICE - SOUTH SHORE	2,003	2,003	2,003	0.00%
TOTAL EXPENDITURES	3,183,933	3,745,893	7,262,825	93.89%
TAX LEVY	2,446,780	2,475,163	2,506,722	1.28%
TAX RATE PER THOUSAND	1.6686	1.6687	1.6628	-0.35%
CAPITAL IMPROVEMENT FUND				
	2014 ACTUAL	2015 PROJECTED	2016 PROPOSED BUDGET	
REVENUES:				
CAPITAL OUTLAYS	846,401	1,006,449	928,218	
EXPENSES:				
CAPITAL OUTLAYS	782,590	843,950	1,104,623	
TRANSFER TO/FROM CIP FUND	63,811	162,499	(176,405)	
BEGINNING FUND BALANCE	1,692,016	1,755,827	1,918,326	
ENDING FUND BALANCE	1,755,827	1,918,326	1,741,921	
	2014 REVENUES	2015 YTD REVENUES	% CHANGE	
IMPACT FEE BUDGET				
PARK IMPACT FEES	14,390	30,268	110%	
FIRE IMPACT FEES	27,144	50,576	86%	
The following are the proposed levys for all funds of the Village of Richfield for 2016:				
	General Fund	Richfield Utility	Richfield Utility #2	Bark Lake Utility
TOTAL REVENUES	1,395,385		-	-
TOTAL EXPENDITURES	3,902,107	3,436	1,448	2,652
EXCESS	(2,506,722)	(3,436)	(1,448)	(2,652)
PROPERTY TAX CONTRIBUTIONS	2,506,722	3,436	1,448	2,652
Total Levy Amounts per Budget Year				
	2014	2015	2016	
GENERAL FUND	2,446,780	2,475,163	2,506,722	
RICHFIELD UTILITY	3,375	3,375	3,436	
BARK UTILITY	2,622	2,622	2,652	
RICHFIELD UTILITY #2	1,370	1,370	1,448	
Total	2,454,147	2,482,530	2,514,258	1.28%

The Village's Projected Outstanding General Obligation Debt at December 31, 2015 is \$0

Jim Healy
Village Administrator

KateLynn Schmitt

From: Jacqueline Nielson <jackie.nielson@kerberrose.com>
Sent: Tuesday, April 26, 2016 11:00 AM
To: KateLynn Schmitt
Subject: RE: Village of Richfield Budget Amendment

Hi KateLynn,

Yes, that would be the way to handle the budget amendments.

Thank you,

Jackie Nielson
Senior Accountant



115 E. Fifth Street
Shawano, WI 54166
P: 715.526.9400 Ext. 225 | C: 715.851.1204
F: 715.524.2599
jackie.nielson@kerberrose.com | www.kerberrose.com

From: KateLynn Schmitt [mailto:KateLynn@richfieldwi.gov]
Sent: Tuesday, April 26, 2016 10:53 AM
To: Jacqueline Nielson
Subject: Village of Richfield Budget Amendment

Hey Jackie,

Hope all is well. We're going to be getting the money for the new fire company in the next two days and we'll need to make a budget amendment at the May 2016 Village Board meeting. For the Amendment should I obtain an estimate from the project coordinator for the 2016 expenses. Then add those expenses to the fire company capital outlay budget and add a line item in our revenues to match it? Then I'm assuming I would just update our budget summary document to match the affected areas i.e. public safety and miscellaneous revenues. I attached our budget summary document for reference.

KateLynn

KateLynn Schmitt
Administrative Services Coordinator/Deputy Treasurer
Village of Richfield
katelynn@richfieldwi.gov
262.628.2260
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Follow us on Twitter, @RichfieldWis

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KateLynn Schmitt

From: Tim Kneprath <timk@msigeneral.com>
Sent: Monday, May 09, 2016 2:45 PM
To: Jim Healy
Cc: Dan Neu; John Jeffords; tk1901@ameritech.net; Lt. Tony Burgard; KateLynn Schmitt
Subject: RE: Richfield Fire Station #2

This is correct

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

From: Jim Healy [mailto:administrator@richfieldwi.gov]
Sent: Monday, May 09, 2016 2:09 PM
To: Tim Kneprath <timk@msigeneral.com>
Cc: Dan Neu <dan@neusbuilders.com>; John Jeffords <villagepresident@richfieldwi.gov>; tk1901@ameritech.net; Lt. Tony Burgard <tonyburgard@richfieldfire.com>; KateLynn Schmitt <KateLynn@richfieldwi.gov>
Subject: RE: Richfield Fire Station #2

Tim,

Just so that we are on the same page with this, are you saying 90% of the \$3,677,059.92 is what the Village can reasonably expect to spend in 2016?

Sincerely,
JRH

From: Tim Kneprath [mailto:timk@msigeneral.com]
Sent: Monday, May 02, 2016 8:31 AM
To: Jim Healy <administrator@richfieldwi.gov>
Cc: Dan Neu <dan@neusbuilders.com>
Subject: Richfield Fire Station #2

Jim,

We anticipate completing 90% of the fire station building project in the 2016 calendar year

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

RESOLUTION R2016-6-01

A RESOLUTION ADOPTING THE 2016 BUDGET AMENDMENT

WHEREAS, the Village of Richfield requires an annual budget appropriating monies to finance activities of the Village for the ensuing fiscal year; and

WHEREAS, the Village Board of Trustees have duly considered and discussed a budget for 2016 as proposed by the Village Administrator and Deputy Treasurer; and

WHEREAS, the Village Board of Trustees has been working with the Richfield Volunteer Fire Company in order to construct a new fire station; and

WHEREAS, the Village of Richfield is required to account for all of the revenues and expenditures coinciding with this project in 2016.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, Wisconsin, that;

Miscellaneous revenues and transfer from designated fund under the revenue portion of the budget and public safety and public works expenses increased to balance to a new balanced revenue and expense amount of \$7,262,825. Additional expenses in the Capital Improvement Fund account were also recognized in the 2016 budget summary;

BE IT FURTHER RESOLVED, that the property tax levy required to finance the 2016 Budget continues to remain the same at \$2,506,722.00

PASSED THIS 16th DAY OF JUNE 2016, BY THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

John Jeffords, Village President

Jim Healy, Administrator/Clerk

7b



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

76

MEETING DATE: June 16, 2016

SUBJECT: Designating Depositories and Authorizing Signatures
DATE SUBMITTED: June 10, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE PROPOSED RESOLUTION, R2016-06-02, A RESOLUTION DESIGNATING DEPOSITORIES AND AUTHORIZING SIGNATURES FOR THE VILLAGE OF RICHFIELD?

ISSUE SUMMARY:

Bi-annually, the Village updates it's banking resolution as an administrative matter. This resolution provides a list of authorized signatures on checks and accounts and also lists the banking institutions the Village utilizes. While Staff has opened other accounts and renewed CD's, the Village has not engaged activity with any new financial institutions.

In reviewing the authorized signatures on checks and bank accounts as it relates to Wisconsin State Statutes, it is very specific with who can be an authorized signor on checks. The Village Clerk, Treasurer and President are the three (3) allowable signatures for each check according to State Statute. While an additional signature may be allowed on a check, it cannot take the place of the Village Clerk or Treasurer. The Village President may allow a substitute for his signature, but it may only be another designated elected official.

Tonight, the proposed resolution is consistent with State Statutes to make it an absolute necessity that the signatures of the Village Administrator/Clerk/Treasurer and Village President are on each check created and distributed from the Village. Next month it is anticipated that Staff will also bring forward an ordinance to reflect the verbiage in Wisconsin State Statutes 66.0607 on authorized signors for the Village.

FISCAL IMPACT:

REVIEWED BY: Katelyn 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

ATTACHMENTS:

1. Correspondence with Village of Richfield Attorney John Macy
2. A mark-up of Resolution R2014-10-1
3. Resolution R2016-6-2 A Resolution Designating Depositories and Authorizing Signatures for the Village of Richfield

STAFF RECOMMENDATION:

Motion to approve Resolution R2016-6-1 A Resolution Designating Depositories and Authorizing Signatures for the Village of Richfield.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

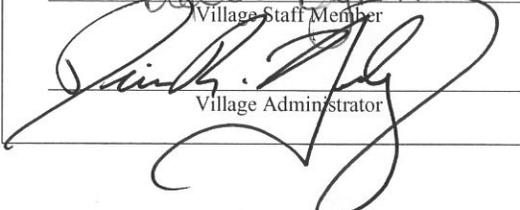
76

MEETING DATE: June 16, 2016

SUBJECT: Designating Depositories and Authorizing Signatures

DATE SUBMITTED: June 10, 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. _____
--	--	---

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

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

RICK D. TRINDL
PAUL E. ALEXY
R. VALJON ANDERSON
REMZY D. BITAR
MATTEO REGINATO
LUKE A. MARTELL

Personal and Confidential Attorney/Client privileged communication. Do not copy or distribute without approval. Place in a separate file. This is not a public record.

June 9, 2016

KateLynn Schmitt
Adm Serv Coord/Dep Treasurer
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

**Re: Village of Richfield
Financial Procedure
Draft Resolution Designating Depositories and Authorizing Signatures**

Dear Ms. Schmitt:

I received the revised Resolution that you forwarded to my attention with your email message of June 8, 2016. I have had an opportunity to carefully consider this matter.

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

1. Enclosed please find a revised draft that is marked to show a number of changes and recommendations. I believe you will find these changes and recommendations to be self-explanatory, however if you have any questions or concerns, please do not hesitate to contact me.
2. As noted previously, State law allows the Village to require additional signatures, so you would not need to be deleted from the Resolution as depicted in your draft. Yours would be an additional signature, however, not an alternative signature, so this is a policy issue for the Village.
3. As noted previously, the Village ordinances will need to be updated in Section 40-2, to be consistent with this Resolution.

LAW OFFICES OF
ARENZ, MOLTER, MACY, RIFFLE & LARSON, S.C.

KateLynn Schmitt, Adm Serv Coord/Dep Treasurer – **PERSONAL AND CONFIDENTIAL**
June 10, 2016
Page 2

If you should have any questions or concerns regarding these matters, please do not hesitate to contact me.

Yours very truly,

ARENZ, MOLTER, MACY,
RIFFLE & LARSON, S.C.

John P. Macy

John P. Macy

JPM/bes
Enclosure

cc: Jim Healy, Village Administrator – **PERSONAL AND CONFIDENTIAL**
Laura Johnson, Deputy Clerk – **PERSONAL AND CONFIDENTIAL**

B:\MyFiles\JPMRichfield\Financial Procedures\ks.ltr.06-09-16

RESOLUTION R2016-6-14-10-1

A RESOLUTION DESIGNATING DEPOSITORIES AND AUTHORIZING
SIGNATURES FOR THE VILLAGE OF RICHFIELD

WHEREAS, the Village Board of the Village of Richfield is responsible for handling Village funds including the designation of public depositories per Wisconsin Statutes Section 34.05, and hereby intends to designate depositories and authorize signatories.

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, Washington County, Wisconsin; ~~the Village Board resolves~~ that the following banking institutions or their successors:

Landmark Credit Union, Hubertus & Hartford, Wisconsin
Bank Mutual, West Bend, WI
First National Bank of Hartford, Wisconsin
Local Government Investment Pool, State of Wisconsin

qualified as depositories under Chapter 34 of the Wisconsin Statutes, shall be and are hereby designated until further action as public depositories for all monies coming into the hands of the Village Administrator of the Village of Richfield, State of Wisconsin, and all over Village officers included in the provision of Chapter 34 of the Wisconsin Statutes.

~~WHEREAS~~ **BE IT FURTHER RESOLVED**, ~~that~~ Landmark Credit Union, Hubertus & Hartford, Wisconsin ~~be-is~~ designated as the working bank for July 1, 2016 – July 1, 2018 ~~May 1, 2014 May 1, 2016~~ and that the Village Board and the Village Administrator ~~be-are~~ authorized and directed to distribute the Village funds.

~~WHEREAS~~ **BE IT FURTHER RESOLVED**, ~~that~~ the Village Administrator ~~be-is~~ hereby instructed to deposit Village funds only in such institutions as may be approved by the State of Wisconsin Investment Board and are eligible to receive public funds.

~~WHEREAS~~ **BE IT FURTHER RESOLVED**, ~~that~~ the depositories shall furnish collateral for Village funds on deposit.

~~WHEREAS~~ **BE IT FURTHER RESOLVED**, that withdrawal or disbursement from any of the above named depositories shall be by check, written wire transfer, telephone wire transfer, or other money transfer techniques, and, in the case of savings accounts, by savings withdrawal forms, as provided in Section 66.0607 of the Wisconsin State Statutes. Written and telephone wire transfers shall be in accordance with the named depositories guidelines and shall only be made by authorized personnel. In accordance

therewith all check and savings withdrawal forms, effective ~~July 1, 2016~~October 16, 2014 shall be signed by ~~any two~~all of the following persons:

John Jeffords, Village President

Jim Healy, Village Administrator/Clerk/Treasurer

~~_____ KateLynn Schmitt, Administrative Services Coordinator~~

WHEREAS, that in lieu of their personal signatures, the following signatures, which have been adopted by them as below shown:

~~_____ John Jeffords, Village President~~

~~_____ Jim Healy, Village Administrator~~

~~_____ KateLynn Schmitt, Administrative Services Coordinator~~

~~may be affixed on such checks and savings withdrawal forms that any one of the above named depositories shall be fully warranted and protected in making payment on any check bearing such facsimiles notwithstanding that the same may have been placed thereon without authority of the designated person or persons.~~

~~NOW, THEREFORE, BE IT RESOLVED~~, the Village Board of the Village of Richfield resolves to designate depositories and authorizing signatures for the Village of Richfield

Passed and adopted this 16th day of ~~June, 2016~~October, 2014

John Jeffords, President

ATTEST:

Jim Healy, Village Administrator

RESOLUTION R2016-6-2

**A RESOLUTION DESIGNATING DEPOSITORIES AND AUTHORIZING
SIGNATURES FOR THE VILLAGE OF RICHFIELD**

WHEREAS, the Village Board of the Village of Richfield is responsible for handling Village funds including the designation of public depositories per Wisconsin Statutes Section 34.05, and hereby intends to designate depositories and authorize signatories.

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Richfield, Washington County, Wisconsin that the following banking institutions or their successors:

Landmark Credit Union, Hubertus & Hartford, Wisconsin
Bank Mutual, West Bend, WI
First National Bank of Hartford, Wisconsin
Local Government Investment Pool, State of Wisconsin

qualified as depositories under Chapter 34 of the Wisconsin Statutes, shall be and are hereby designated until further action as public depositories for all monies coming into the hands of the Village Administrator of the Village of Richfield, State of Wisconsin, and all over Village officers included in the provision of Chapter 34 of the Wisconsin Statutes.

BE IT FURTHER RESOLVED, that Landmark Credit Union, Hubertus & Hartford, Wisconsin is designated as the working bank for July 1, 2016-July 1, 2018 and that the Village Board and the Village Administrator are authorized and directed to distribute the Village funds.

BE IT FURTHER RESOLVED, that the Village Administrator is hereby instructed to deposit Village funds only in such institutions as may be approved by the State of Wisconsin Investment Board and are eligible to receive public funds.

BE IT FURTHER RESOLVED, that the depositories shall furnish collateral for Village funds on deposit

BE IT FURTHER RESOLVED, that withdrawal or disbursement from any of the above named depositories shall be by check, written wire transfer, telephone wire transfer, or other money transfer techniques, and, in the case of savings accounts, by savings withdrawal forms, as provided in Section 66.0607 of the Wisconsin State Statutes. Written and telephone wire transfers shall be in accordance with the named depositories guidelines and shall only be made by authorized personnel. In accordance

therewith all check and savings withdrawal forms, effective July 1, 2016 must be signed by all of the following individuals:

John Jeffords, Village President

Jim Healy, Village Administrator/Clerk/Treasurer

Passed and adopted this 16th day of June, 2016

John Jeffords, President

ATTEST:

Jim Healy, Village Administrator

7 c &

7 d



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7c & 7d

MEETING DATE: June 16, 2016

SUBJECT: Lakeview Ridge – Deed Restrictions & Storm Water Management Agreement

DATE SUBMITTED: June 8, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE BOTH PROPOSED LEGAL DOCUMENTS FOR THE LAKEVIEW RIDGE SUBDIVISION?

ISSUE SUMMARY:

On April 21st, the Village Board approved the Final Plat for Lakeview Ridge subdivision off of Lakeview Drive for D&S Weyer, No. III for the parcel indicated by Tax Key: V10_0963. Incorporated into the motion made by the Village was a plethora of Specific Conditions of Approval, 22 in total, as well as our three (3) General Conditions of Approval which are also included for tonight's meeting. Staff has reviewed each of the Specific Conditions of Approval and has satisfied all of them sans these two (2) respective documents you will be considering tonight.

The first is the Deed Restrictions for Lakeview Ridge Subdivision. This has been reviewed by Staff, the Village's Consultant Planner and the Village's Attorney. All of the concerns related to this development have been satisfied. While generally speaking these types of agreements between the developer and prospective land owners are not the Village's concern, they are only to the extent that they establish language for the maintenance of the property's storm water management features and open space common area. The only other considerations the Village looks for are those provisions which may be written into the document which are less stringent than the Village Code of Ordinances or provisions which blatantly violate the same.

The second is the Storm Water Management Agreement, which is a relatively new planning requirement the Village asks of its developers. The Village's decision to require developers and property owners to actively maintain their storm water management features is a direct result of the Village being brought into the MS4 permitting program by the Wisconsin DNR. The purpose of the agreement is to outline the nontransferable property interest property owners have for the two (2) out lots in the subdivision and to formally outline the duties and responsibilities of property owners in the subdivision to maintain the same in perpetuity.

Storm water from the majority of the parcel will be treated/managed with a DNR wet detention pond. The pond will settle out 80% suspended solids and provide peak flow reductions in accordance with DNR requirements as well as the Village's storm water requirements. It is important to note that this pond design exceeds the requirements laid out by the DNR. The storm pond system has been designed to meet DNR Code 1001 which relates to water quality and peak flow guidelines.

In working in concert with the Village's Consultant Planner, Staff adapted a well-known Waukesha County version of this document utilized in the Town of Mukwonago for its own purposes. While this type of an agreement is the first of its time in Richfield, it will be commonplace going forward.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7c & 7d

MEETING DATE: June 16, 2016

SUBJECT: Lakeview Ridge – Deed Restrictions & Storm Water Management Agreement
DATE SUBMITTED: June 8, 2016
SUBMITTED BY: Jim Healy, Village Administrator

FISCAL IMPACT:

REVIEWED BY: [Signature] Village Deputy Treasurer

Initial Project Costs: N/A
Future Ongoing Costs: N/A
Physical Impact (on people/space): Creation of a single family residential subdivision
Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:

- 1. Storm Water Management Practice Maintenance Agreement
2. Declaration of Covenants, Conditions and Restrictions for Lakeview Ridge Subdivision
3. June 2, 2016 Correspondence from Village Attorney John Macy

STAFF RECOMMENDATION:

Motion #1- Deed Restrictions

Motion to approve the proposed Deed Restrictions, as presented, for Lakeview Ridge Subdivision subject to the General Conditions of Approval listed below:

Motion #2 – Storm Water Management Agreement

Motion to approve the proposed Storm Water Management Practice Maintenance Agreement, as presented, for Lakeview Ridge Subdivision subject to the General Conditions of Approval listed below:

General Conditions of Approval:

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

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7c & 7d

MEETING DATE: June 16, 2016

SUBJECT: Lakeview Ridge – Deed Restrictions & Storm Water Management Agreement

DATE SUBMITTED: June 8, 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. _____

**Stormwater Management Practice
Maintenance Agreement**

WHEREAS, D&S WEYER NO III LLC, (hereafter "developer") created Lakeview Ridge subdivision in the Village of Richfield (hereafter "subdivision"), consisting of 12 residential lots and 2 outlots; and

WHEREAS, D&S WEYER NO III LLC, currently owns each of the lots in the subdivision described as follows:

Lot 1 of Lakeview Ridge subdivision, Lot 2 of Lakeview Ridge subdivision, Lot 3 of Lakeview Ridge subdivision, Lot 4 of Lakeview Ridge subdivision, Lot 5 of Lakeview Ridge subdivision, Lot 6 of Lakeview Ridge subdivision, Lot 7 of Lakeview Ridge subdivision, Lot 8 of Lakeview Ridge subdivision, Lot 9 of Lakeview Ridge subdivision, Lot 10 of Lakeview Ridge subdivision, Lot 11 of Lakeview Ridge subdivision, and Lot 12 of Lakeview Ridge subdivision; and

WHEREAS, each of the lot owners own an undivided, nontransferable property interest in the two outlots in the subdivision; and

WHEREAS, the developer designed and installed various stormwater management practices in the subdivision as required by the Village of Richfield; and

WHEREAS, the developer submitted as-built drawings for such stormwater management practices to the Village of Richfield; and

Return to:

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

WHEREAS, the village engineer for the Village of Richfield has determined that such stormwater management practices were installed but the design and construction of such facilities are the responsibility of the developer, and therefore neither the village engineer nor the village, nor any village officers or employees or agents warrant that they have been properly designed or will function as intended to properly manage stormwater within the subdivision; and

WHEREAS, the Village of Richfield approved the final plat for the subdivision provided the developer establish an agreement, as approved by the Village of Richfield, for the perpetual management of stormwater within the subdivision and the perpetual care and maintenance of the stormwater management practices as specified herein; and

NOW THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the lot owners listed herein hereby execute this agreement as a covenant and restriction upon each of the 12 lots in the subdivision.

- A. **Jurisdiction.** This agreement addresses the perpetual maintenance and care of stormwater practices in Outlot 1 of the subdivision. This agreement does not cover any stormwater management practices located within any street right-of-way dedicated to the public as part of the subdivision.

- B. **Responsibility.** The lot owners are collectively responsible for complying with the terms of the agreement. The property owners may utilize a homeowners' association for the purpose of complying with this agreement. In the event an association is established and fails to comply with this agreement, such failure shall not relieve the lot owners of their responsibility under this agreement.
- C. **Exhibits.** This agreement includes the following exhibits:
1. **Exhibit A:** Legal Description of Lakeview Ridge Plat boundaries.
 2. **Exhibit B:** Location map(s) showing the general location of the stormwater management practice(s) covered by this agreement.
 3. **Exhibit C:** Maintenance plan describing those activities that must be carried out to maintain compliance with this agreement.
- D. **Inspections.** The lot owners shall hire a qualified professional to periodically inspect the stormwater management practice and prepare a written report describing what work, if any, should be performed to comply with this agreement. Upon written notification by the Village of Richfield, the lot owners shall, at their cost and within a reasonable time period determined by the village administrator, conduct such an inspection. If the lot owners do not conduct an inspection as requested, the Village of Richfield is authorized to conduct an inspection at the lot owners' expense. The cost of the inspection undertaken by the Village pursuant to the foregoing shall be charged against the association, the individual lot owners, or the lot owners on a pro rata basis according to their fractional ownership interest in accordance with the provisions of Section 66.0627 of the Wisconsin Statutes as amended from time to time. It is expressly understood and acknowledged that such costs shall be deemed a special charge for current services and may be levied in accordance with the provisions of Section 66.0627 of the Wisconsin Statutes as amended from time to time. Any such assessment that is not paid within 60 days after billing shall be deemed a delinquent special charge and shall become a lien upon the parcels against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcels for which the payment has not been received by the village and all proceedings in relation to the collection, return and the sale of the property for delinquent real estate taxes shall apply to such special charge.
- E. **Maintenance.** The lot owners shall perform all necessary work to maintain the stormwater management practices in accordance with the maintenance plan in Exhibit B, or as requested by the village administrator if he or she concludes that such work is necessary and consistent with the intent of this agreement. All such work shall be at the lot owners' sole cost and expense. If the lot owners fail to maintain the stormwater management measures as set forth in this agreement, the Village of Richfield shall have the right, after providing the lot owners with written notice of the maintenance issue and thirty (30) days to comply, to enter Outlot 1 of the subdivision in order to conduct the maintenance specified in the written notice. The Village of Richfield will conduct such work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with owner's use of Outlot 1. The cost of the work undertaken by the Village pursuant to the foregoing shall be charged against the association, the individual lot owners, or the lot owners on a pro rata basis according to their fractional ownership interest in accordance with the provisions of Section 66.0627 of the Wisconsin Statutes as amended from time to time. It is expressly understood and acknowledged that such costs shall be deemed a special charge for current services and may be levied in accordance with the provisions of Section 66.0627 of the Wisconsin Statutes as amended from time to time. Any such assessment that is not paid within 60

days after billing shall be deemed a delinquent special charge and shall become a lien upon the parcels against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcels for which the payment has not been received by the village and all proceedings in relation to the collection, return and the sale of the property for delinquent real estate taxes shall apply to such special charge.

- F. **Emergency work authorized.** In the case of an emergency situation, as determined by the village administrator, no notice shall be required prior to the Village of Richfield performing all necessary work to address the emergency.
- G. **Reporting.** The lot owners shall notify the Village of Richfield in writing of any maintenance work performed pursuant to this agreement.
- H. **As-built drawings and specifications.** The Village of Richfield shall keep a copy of any as-built drawings and specifications submitted by the developer.
- I. **Notice requirements.** Any notice, request, or demand required or permitted under this agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to the Village of Richfield: Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

If to the lot owners: The address of record to mailing of the Washington
County Property Tax Bill

- J. **Covenants running with the land.** All of the easements, restrictions, covenants, and agreements set forth in this agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- K. **Term and termination.** The term of this agreement shall commence on the date that this agreement is filed with the Register of Deeds Office for Washington County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this agreement may be terminated by recording with the Register of Deeds Office for Washington County, Wisconsin, a written instrument of termination approved by the Village of Richfield Village Board and all of the then-owners of the subject property.
- L. **Amendment.** This agreement may be amended with the written approval of the Village of Richfield Village Board and all of the then lot owners.
- M. **Governing law.** This agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- N. **Severability.** In the event a court of competent jurisdiction determines that a provision of this agreement, or portion thereof, is unlawful, illegal, or unconstitutional, said

determination as to the particular provision, or portion thereof, shall not void the rest of the agreement and the remainder shall continue in full force and effect.

Acceptance by Village of Richfield

The Village Board of Village of Richfield has reviewed this agreement at their meeting on _____, 2016, and authorized the Village President to sign the same.

ATTEST:

John Jeffords, Village President

Jim Healy, Village Administrator

STATE OF WISCONSIN)
) SS
COUNTY OF WASHINGTON)

Personally came before me this ____ day of _____, 2016, the persons described above, John Jeffords, Village President of Village of Richfield, and Jim Healy, Village Administrator of Village of Richfield, to me known to be the persons who executed the foregoing instrument and to me known to be such Village President and Village Administrator of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers of said municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the ____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

The remainder of this page intentionally left blank.

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EXHIBIT 'A'

A parcel of land located in the SW 1/4 of the NE 1/4 of Section 26, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin. Bounded and described as follows:

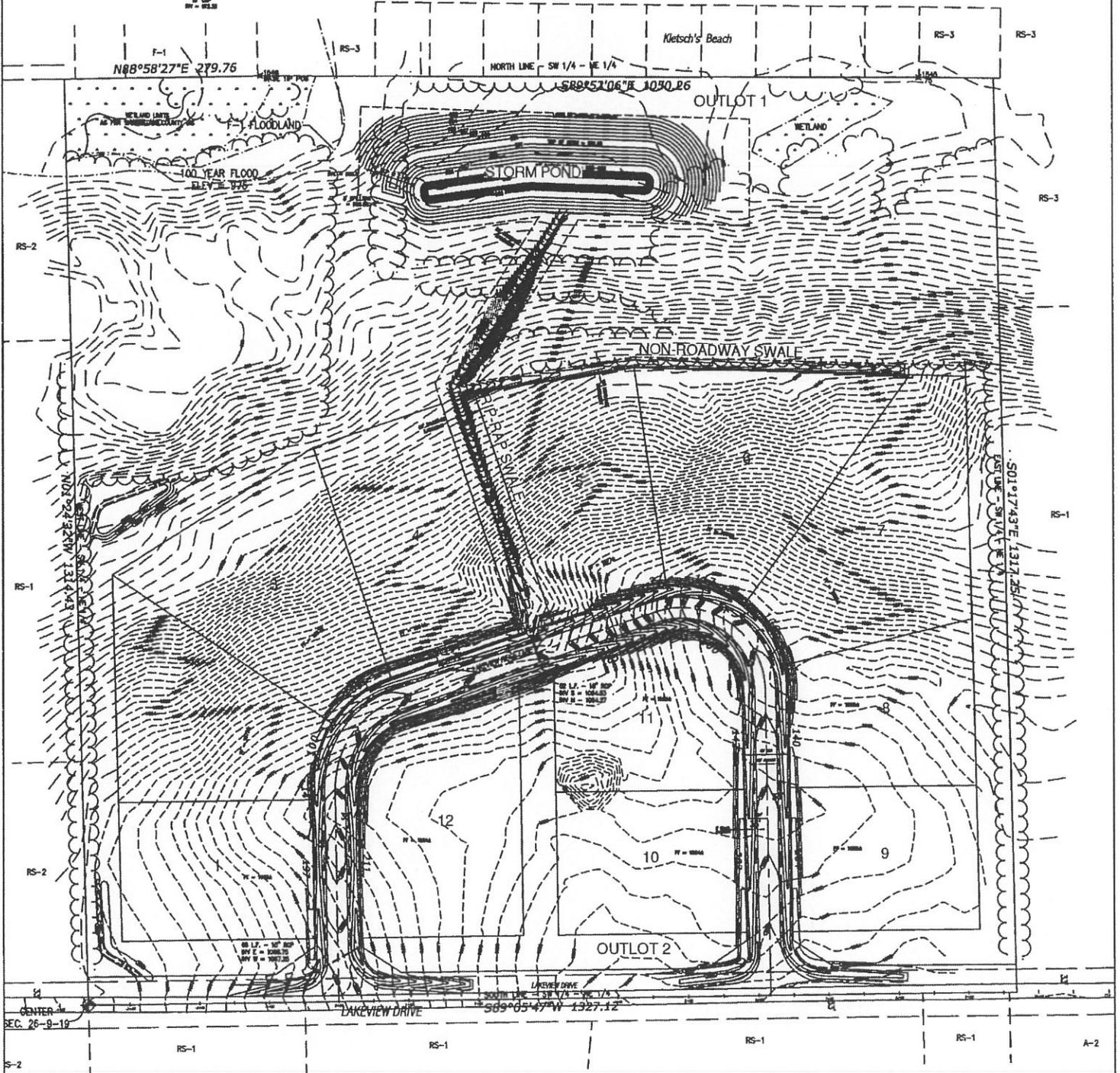
Commencing at the East 1/4 of said Section 26; thence S89°05'47"W -- 1327.11 feet along the south line of the NE 1/4 of said Section 26 to the point of beginning of lands to be described; thence continuing S89°05'47"W -- 1327.12 feet along said south line to the Center of said Section 26; thence N01°24'32"W -- 1314.43 feet along the west line of the SW 1/4 of said NE 1/4; thence N88°58'27"E -- 279.76 feet along the north line of said SW 1/4 of the NE 1/4 to the south line of Kletch's Beach; thence S89°52'06"E -- 1050.26 feet along said south line; thence S01°17'43"E -- 1296.03 feet along the east line of said SW 1/4 of the NE 1/4 to the point of beginning.

Said parcel contains 40.13 acres.

EXHIBIT 'B'



NORTH
1" = 200'



DP

EXHIBIT "C"
LAKEVIEW RIDGE - RICHFIELD
Long-term Stormwater Management
Maintenance Provisions

SITE NAME

LAKEVIEW RIDGE, VILLAGE OF RICHFIELD, WI

PROPERTY LEGAL DESCRIPTION:

SW¼ OF NE ¼ of Section 26, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

RESPONSIBLE PARTY

Lakeview Ridge Homeowner's Association is responsible for satisfying the provisions of this agreement during construction and after implementation of the storm water management system.

STORMWATER SUMMARY

The site is being proposed as a 12 lot residential subdivision.

Stormwater from the development will be routed to proposed stormwater pond area (prior to off site discharge to the existing wetland complex along the northwest corner of the site) for water quality and peak flow management. Swales, road ditches and roadway/driveway culverts will be utilized to convey storm water. The storm water from the majority of the site will be directed to the proposed storm pond through road ditches leading to a rip-rapped swale heading down the hillside to pond.

Storm water from the majority of the parcel will be treated/managed with a DNR wet detention pond. The pond will settle out 80% suspended solids and provide peak flow reductions in accordance with DNR requirements as well as the Village of Richfield storm water requirements. Peak flow reductions will be met for all storm events so that the peak flow leaving the site after development will not exceed current peak flows leaving the site in its undeveloped state (1yr post-pre, 2yr post-pre, 10yr post-pre, 25yr post-pre and 100yr post-pre). The DNR only requires the reduction for the 2 year event; therefore this design exceeds DNR minimums.

The storm pond system has been designed to meet DNR Code 1001 water quality and peak flow guidelines. The storm pond, located at the north end of the site, will be a wet pond with a permanent pool of water to a depth of at least 5 feet. The storm pond will treat storm water from the proposed development prior to allowing discharge off-site. The pond outlet will direct the controlled discharge westerly to the existing wetlands for eventual discharge under South Shore Drive (existing culvert) to the waters of Bark Lake. This was intentionally designed to cut-off and direct water away from the back yards of the existing residential homes located north of the developments site.

Silty loam material (DNR Type C liner) from on-site excavation will be compacted in the base of the pond to seal the pond and provide separation to the seasonal ground water table.

Outlet structure and spillway has been designed to reduce peak flows and promote settling out of pollutants. Spillway provided to pass the 100 year storm event. The outlet structure consists of a 48 inch diameter concrete manhole riser with a 4 inch diameter hole drilled in it to allow water to leave the pond at elevation 986.50. The top of the manhole is at 988.00. There is a safety grate at that elevation. A 70 foot long 24 inch diameter concrete pipe from the concrete manhole riser under the pond berm allows discharge from the pond. A stone rip-rap spillway is at elevation of 989.00 and the top of the pond berm is at 991.00. The pond bottom is at 980.00.

A safety ledge was installed in the pond in accordance with DNR guidelines.

Two designated infiltration areas have been proposed within the development portion of the site. The infiltration areas will collect relatively clean runoff predominantly from back yards and roof tops within the development. Infiltration areas were selected at the top of the hill to take advantage of groundwater table separation in those areas.

The stormwater system consists of the following components:

- + *Main Stormwater Pond including outlet structure and spillway*
- + *Infiltration Areas*
- + *Stormwater drainage ways and swales*
- + *Stormwater pond banks and liner*
- + *Storm culverts*

INSPECTION AND MAINTENANCE

All components of the stormwater system shall be inspected at least semiannually in early spring and early autumn. Repairs will be made whenever the performance of a stormwater control structure is compromised. Particular attention shall be made to the condition of the outlet structure, clearing debris from the outlet holes on the outlet structure, and a visual check of the condition of the pond berm in regard to stability. Any leaks in the pond liner shall be repaired to provide a watertight pond in accordance with DNR Wet Detention Pond code 1001 Type C liner specifications.

Sediment level in the base of the pond shall be surveyed if the pond bottom appears to be filling in with sediment. Should the sediment accumulate to an elevation higher than 982.00, the material would need to be dredged/removed to re-establish the bottom at 980.00.

PROHIBITIONS

Mowing along pond banks (perimeter of permanent pool) shall be minimized in order to maximize filtration of runoff and deter geese populations in the storm pond. If occasional mowing is necessary, the mowing height will be no shorter than six inches.

Applications of fertilizers, herbicides, pesticide or other chemical applications are prohibited on pond banks.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKEVIEW RIDGE SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions of Lakeview Ridge Subdivision ("Declaration") is made and entered into by D&S Weyer No. III, LLC ("Developer").

RECITALS

Developer owns certain real Property, described on the attached Exhibit A, upon which Developer intends to develop a Subdivision for residences and other related improvements.

By this Declaration, Developer intends to subject such Property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such Property and improvements and all components thereof.

Now, therefore, Developer, as fee owner of such Property, by this Declaration (1) establishes and imposes certain provisions, covenants, restrictions, conditions, easements and uses upon such real Property (except for dedicated streets); and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Developer, its successors and assigns, and all subsequent owners and occupants of all or any part of such real Property.

GENERAL PURPOSE

The general purpose of this Declaration is to ensure the best use and most appropriate development and improvement of each Lot thereof; to protect owners of Lots against such use of surrounding Lots as will detract from the residential value of their Property; to preserve, as far as practicable, the natural beauty of said Property; to guard against the erection thereon of poorly designed or poorly proportioned structures; to obtain harmonious use of material and color scheme; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on Lots to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequate free spaces between structures and, in general, to provide adequately for a high quality of improvement on all Property, and thereby to preserve and enhance the values of investments made by purchasers of building sites therein. Developer makes no assurance that the stated intentions shall result in stability or increase in value of a Lot in the Subdivision. All such activities required and permitted through these covenants shall comply with all Rules and regulations as may be established by the Village of Richfield.

ARTICLE 1

DEFINITIONS

The following terms shall have the assigned definitions:

1.1 **Association.** The "Association" shall mean Lakeview Ridge Lot Owner's Association, Inc., the members of which shall be all and only owners of Lots in the Subdivision.

1.2 **Association Insurance.** "Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.3 **Board.** The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.

1.4 **Building.** A "Building" shall be any freestanding structure located in the Subdivision.

1.5 **Bylaws.** The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.6 **Common Areas.** The "Common Areas" under these Declarations consist of all non Lot and non road right of way areas within the plat. Common Areas shall be maintained by the Owners Association as detailed herein. All out Lots in this Subdivision shall be owned in equal undivided interest by the owners of Lots in the Subdivision.

1.7 **Common Improvements.** The "Common Improvements" consist of the following, some of which may be located in the Common Areas and some of which may be located in public streets; all signs on the Property generally identifying the Subdivision as "Lakeview Ridge", and any ponds, buildings or other improvements made by the Association in the Common Areas. The storm water pond and storm water infiltration areas are considered common improvements.

1.8 **Developer.** The "Developer" shall mean D&S Weyer No. III, LLC, a Wisconsin limited liability corporation and the successors and assigns of Developer pursuant to assignment in accordance with Section 15.6 of this Declaration.

1.9 **Declaration.** "Declaration" shall mean this Declaration as the same may be amended from time to time.

1.10 **Director.** A "Director" shall mean a member of the Board.

1.11 **Drawings.** The term "Drawings" is defined in Section 6.1 (b)

1.12 **Lakeview Ridge Documents.** "Lakeview Ridge Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

1.13 **Lot.** "Lot" shall mean a platted Lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.14 **Mortgage.** "Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

- 1.15 **Mortgagee.** "Mortgagee" shall mean the holder of a mortgage.
- 1.16 **Occupant.** "Occupant" shall mean the Owner and any other person residing on a Lot.
- 1.17 **Outlot.** "Outlot" shall mean an outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular number as shown on the Plat.
- 1.18 **Owner.** "Owner" shall mean each fee simple owner of a Lot. The Developer is an Owner with respect to Lots which it holds title.
- 1.19 **Pet.** A "Pet" is a domestic dog, cat or bird (other than large birds of prey) which are not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as Pets of any Occupant.
- 1.20 **Plat.** A "Plat" is the plat of the Property as recorded in the Register's Office.
- 1.21 **Property.** The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.
- 1.22 **Register's Office.** The "Register's Office" shall mean the office of the Register of Deeds for Washington County, Wisconsin.
- 1.23 **Rules.** The "Rules" shall mean Rules established by the Association governing the administration of the Common Areas and Common Improvements.
- 1.24 **Subdivision.** "Subdivision" shall mean all of Lots as shown on the Plat.
- 1.25 **Village.** "Village" shall mean the Village of Richfield, Wisconsin, and its successors.

ARTICLE 2 ASSOCIATION OF OWNERS

2.1 **Membership, Duties and Obligations.** All Owners shall be entitled and required to be a member of the Association of Lot Owners of Lakeview Ridge Subdivision (herein the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Areas and Common Improvements and facilities. Such Association shall be incorporated as a non-stock corporation under Chapter 181 of the Wisconsin Statutes. Each Owner and any occupant thereof shall abide by and be subject to all of the rules, regulations, duties and obligations of Chapter 181 of the Wisconsin Statutes, this Declaration and the By-Laws and rules and regulations of the Association including the sharing of common expenses as described herein.

2.2 **Voting Rights.** Each Owner shall be entitled to one vote at meetings of the Association. When more than one person holds an interest in any Lot (hereinafter jointly referred to as "Multiple Lot Owners" and severally as "Multiple Lot Owner"), the vote for such Lot shall be exercised as said Multiple Lot Owners, among themselves, determine, but in no event shall there be more than one vote cast with respect to any Lot. There shall be no split vote. In

the event only one Multiple Lot Owner is present at a meeting of the Association, said Multiple Lot Owner present is entitled to cast the vote allocated to that Lot. In the event more than one of the Multiple Lot Owners is present, and any one of said present Multiple Lot Owners purports to cast the vote allocated to that Lot on any issue without protest being made promptly by any of the other present Multiple Lot Owners to the person presiding over the meeting, it shall be conclusively presumed that such voting Multiple Lot Owner had the authority to cast the vote for that Lot on that issue. In the event of such a protest, if such dispute is not resolved by the Multiple Lot Owners prior to the vote being completed, said Lot shall not be entitled to cast a vote on that issue. The By-Laws of the Association may contain a provision prohibiting any Lot Owner from voting on any matter submitted to a vote of the Lot Owners if the Association has filed a statement of lien on the Lot and the amount necessary to release the lien has not been paid at the time of the voting.

2.3 **Control of Association.** Developer shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, Bylaws, this Declaration or Chapter 181 of the Wisconsin Statutes (as amended from time to time), until the earliest of: (i) fifteen (15) years from the date that the first Lot is conveyed to any person other than Developer; or (ii) thirty (30) days after the conveyance by Developer to purchasers of all Lots; or (iii) Developer's election to waive Developer's rights to control.

2.4 **Management.** The Board of Directors may employ a professional management agent or company to assist in carrying out the duties of the Board regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board and as is set forth in the By-Laws. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days notice without payment of penalty.

2.5 **Approvals.** Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may, in the Board's sole discretion impose further conditions upon the Board's consent to any proposal as the Board deems appropriate including, but not limited to, payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association President indicates approval in writing. Proposals to affect the Common Areas or Common Improvements require approval of the Board, not the ACC. If the result of a proposal would be to cause an encroachment on any public street or utility, or any easement area or would affect the storm water drainage system on the Property, the prior express written consent of the Village shall also be required.

2.6 **Ownership of Common Areas.** Each Owner of a Lot shall own a 1/12 interest in the Common Areas to be held by the Owners as undivided interests as tenants in common, subject to the following incidences:

- (a) By each initial conveyance of a Lot to an Owner, each Owner shall obtain their individual interest in the Common Areas. Each Owner, on its own behalf and on behalf of its successors and assigns, by acceptance of a deed or other transfer of a Lot, waives any and all right that the Owner might now or hereafter have to maintain any action or petition for partition with respect to the Owner's interest in the Common Areas or to compel any sale

by action at law or in equity. No Owner shall sever its interest in the Common Areas from its ownership of its Lot.

(b) Developer and upon Developer transferring Developer's rights to control the affairs of the Association to the Association, the Developer and the Owners hereby appoint the Association as the "agent" for the administration of the Common Areas and Improvements, with the complete authority over the Common Areas and Improvements as described herein and in the By-Laws.

(c) The appointment of the Association as the agent for the Common Areas is not intended to create any other agency, joint venture or partnership relationship among the Owners or between the Association and the Owners. No Owner shall have fiduciary duties to another by virtue of the tenancy-in-common interest in the Common Areas. The Association shall not have any duties as a partner, or the like, including but not limited to income tax reporting to the Owners.

(d) The rights of the Association, as agent and the Owners as the Common Areas shall not be affected by federal or state bankruptcy or insolvency proceedings, or analogous proceedings for creditor or debtor relief, against any one individual Owner.

(e) Developer is advised that each Owner's interest in the Common Areas may be assessed and taxed for real estate tax purposes. Developer makes no assurance that taxes will be levied in this manner. If any one Owner fails to pay taxes as and when due with respect to such Owner's interest in one or more of the Common Areas, then the Association may, but is not obligated to, pay such amount and levy a special assessment in such amount on such Owner.

(f) Appointment of the Association as agent shall not be rescinded or limited unless the appointment is rescinded or limited by an amendment to this Declaration in accordance with Article 9. Further, the powers of the Association may be delegated to the Board of Directors as is set forth in the By-Laws.

ARTICLE 3 ASSESSMENTS

3.1 **Budget and Assessments.** Pursuant to the By-Laws, the Board of Directors shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Board of Directors may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and special assessments, or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Section 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses. Assessments shall be approved by a duly convened meeting of the Board of Directors. Notice of assessment shall be personally delivered to each owner subject to the assessment or delivered by regular mail to the last known address of such owner. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. Members of the Board of Directors shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involves a mistake in judgment or negligence by the member, agents or employees of the Board of Directors. The Association shall indemnify and hold the members of the

Board of Directors harmless from and against all costs and expenses in connection with any suit or other action relating to the performance of their duties hereunder. The members of the Board of Directors shall not be entitled to any compensation for the services of such members. If a Lot owner is delinquent in the payment of charges, assessment and special assessments charged or levied against his or her Lot, he or she shall not be entitled to vote until all such charges and assessments have been paid. Members may vote in person or by proxy.

3.2 **Installments: Late Payments.** General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 **Enforcement: Liens.** If an Owner defaults in any payment, the Board of Directors shall take appropriate measures as permitted by law or the By-Laws. The defaulting Owner shall be responsible for all costs incurred by the Association in seeing to enforce payment including the Association's reasonable attorney's fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office, in the same manner as a condominium lien would be imposed. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to any secure interest, fines and reasonable costs of collection including attorney's fees incurred by the Association incident to the collection of assessment or enforcement of liens. The Association may purchase a Property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in the payment of any assessment may be prohibited to vote on matters before the membership of the Association.

3.4 **Association Statements.** Within ten (10) business days of written request from an Owner or a Mortgagee, the Board of Directors shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's Property, if any. Notwithstanding anything to the contrary in the preceding sentence, all Property conveyed by Developer shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such Property.

3.5 **Payment of Assessments by Developer.** Developer has made a contribution to the Association in lieu of all assessments which might otherwise be imposed on Developer's Lots. The Association shall have no power to levy assessments against Developer or Lots for which Developer is the Owner.

3.6 **Common Expenses and Surpluses.** Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

3.7 **Litigation Reserve.** Upon initial conveyance of each Lot by Developer, each new Owner shall deposit with the Association a nonrefundable sum of \$500, to be placed in a litigation reserve fund. The litigation reserve fund shall be used to pay legal fees and costs in the event that the Association is involved in a proceeding to enforce or defend the terms and conditions of this Declaration, whether in a proceeding commenced by or against the Association or in which the Association intervenes. The Board may invest said funds and all returns on such investments shall become a part of the fund; provided that the Board may transfer amounts out of the fund to the Association's general funds if it is determined that a lesser amount is appropriate, so long as such fund is not below the minimum set above. If necessary, the board may levy a general or special assessment to replenish such fund. The Developer shall not be obligated to contribute any funds to the litigation reserve escrow fund other than as set forth above.

3.8 **Developer Expenses.** Developer shall be responsible for all assessments levied against any platted Lot prior to a sale of such Lot by Developer. However, Developer shall not be responsible for any general or special assessments which may be levied by the Association for improvements, capital expenditures, reserves, or replacement funds of any kind. The Board may at any time levy assessments for such purposes against the Lot owners (other than Developer) and against all Lots, including those owned by the Developer, except that such Assessment against any Lot(s) owned by the developer shall not be due or otherwise collectible until Developer conveys title to such Lot and then only from the Developer's successors in interest, with any lien therefore not being effective until after the date of transfer of title.

3.9 No fees or assessments in the event of tax forfeiture. Neither Washington County or Village of Richfield shall be liable for any fees or special assessment in the event that Washington County or Village of Richfield become the owner of one or more lots in the subdivision by reason of tax delinquency.

ARTICLE 4 MAINTENANCE AND ALTERATIONS

4.1 **Owner Responsibility.** Each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guest, invitees or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition,

4.2 **Association Responsibility.** The Association shall maintain in good condition and repair, replace, and operate all of the Common Areas and Common Improvements, including landscaping, trees, and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas. The storm pond located within the Subdivision shall be maintained as follows:

- (a) Inspect outlet structure annually for clogging, unclog pipe and outlet structure as needed.
- (b) Removed sediment from base of pond should less than 3 feet of permanent pool depth exist in greater than 50 percent of the surface area of the permanent wet pool.
- (c) Repair any observed leaks or washouts of the pond walls as needed.
- (d) Should the homeowner's Association not perform the required maintenance and repairs, the Village shall have the right to make needed repairs and assess back the cost to each individual Lot owner as a special assessment on their Property taxes.
- (e) All other terms and conditions contained in the "Stormwater Management Practice Maintenance Agreement" that was separately filed at the Washington County Register of Deeds, document number

4.3 **Village Discretionary Authority.** In the event the Association does not properly landscape or

maintain any Common Area or Common improvement, or properly maintain any signage, the Village of Richfield may send written notice to the Association indicating that the Village has determined that the Common Area or Common improvements and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village of Richfield will perform such landscaping and/or maintenance if not properly done by the Association. The above referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Common Area or Common improvement and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Richfield shall then have the authority to landscape and/or maintain any such Common Area or Common Improvement and/or sign referred to in said notice and shall have the right to charge the Lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Lot owner within the period fixed by the Village of Richfield, charges shall become a lien upon the Lot owner's Lot as provided in Section 66.0627, Wis Stats, and shall be extended upon the tax rolls as a delinquent tax against the Lot owner's Lot as provided in Section 66.0627, Wis. Stats. Nothing herein shall be interpreted to impose an obligation on the Village of Richfield to take any particular action at any time.

ARTICLE 5

RESTRICTIONS ON USE AND OCCUPANCY

5.1 **Permitted Uses.** Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject and Rules relating to such Burdens, or (2) the sale of Lots, subject to the other provisions hereof any Rules related thereto. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for a family or guests without prior approval of the ACC.

5.2 **Pets.** The Owner or Occupancy may have Pets on the conditions that:

- (a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; pursuant to Chapter 118 of the Village Code;
- (b) the individual attending the Pet shall immediately dispose of any and all of the Pet's solid waste in the manner prescribed by the Board;
- (c) the owner of the Pet shall comply with such further Rules of Pet ownership as may be promulgated by the Village of Richfield. In the event that the Village code conflicts with these Deed Restrictions, whichever is the stricter of the two shall apply;
- (d) the Pet is licensed by the Village or appropriate licensing authority, if required under applicable ordinances;
- (e) No reptiles or uncaged birds shall be permitted and;

- (f) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section 5.2 or any Rules adopted relating to Pets.

If a dog kennel or similar enclosure is to be erected and maintained for any Pet, such kennel or enclosure will require approval prior to installation under Section 6.1. Any and all costs of repairing damage caused by a Pet or other unauthorized animal of an Occupant shall be borne by its owner and, if different, the Owner of the Lot where the Pet or other animal is housed. Any Owner failing to comply with this Section or any part thereof shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly Pet fee in an amount of Five Hundred Dollars (\$500) per month or part thereof until the Owner has complied, in addition to any other remedy including the revocation of the license to maintain a Pet. Such Pet fee shall be a special assessment and may be collected in the same manner as assessments under Article 3. Notwithstanding anything to the contrary herein, possession of Pets shall not be considered a Property right.

- (a) No outdoor parking of vehicles shall be permitted on the Lots, without the express prior consent of the Board and, except for parking as necessary in connection with the construction or reconstruction of a residence on a Lot. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except in a garage. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage.

- (b) Notwithstanding subsection (a), no commercial vehicles shall be parked in driveways in the Subdivision in a manner so as to be a visual, health or safety nuisance to the neighborhood or general public. Screening of such parked vehicles is encouraged and in certain situations, may be required by the Home Owners Association to maintain aesthetic values of the neighborhood. The exception to this would be commercial vehicles temporarily parked in the ordinary course of business, deemed as not longer than twenty four hours unless otherwise approved by the Board. Commercial vehicles include both vehicles licensed as such and vehicles otherwise licensed but which contain commercial advertising as part of the finish or as an attachment.

5.4 **Waste.** Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

5.5 **Temporary Structures.** No structure, trailer, tent, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Developer and its successors and assigns, or the Association.

5.6 **Quiet Enjoyment.** Each Owner shall have the right to use its Property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupancy and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.5.

5.7 **Noxious Activity.** No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Lakeview Ridge Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

5.8 **Patios and Balconies.** Patios, decks and balconies of Buildings on Lots shall not be used for (a) storage of any kind including, but not limited to, the storage of motorcycles or (b) the drying or airing of laundry, carpets, rugs or clothing.

5.9 **Signs.** Unless allowed by the Village of Richfield, no Owner or Occupant may erect, post or display posters, signs or advertising material on the Common Areas or at locations on or within buildings which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Developer may do so without such approval and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 6. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, Rules, regulation and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

5.10 **Environmental Matters/DNR Compliance.** Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulation or Rules relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more of Wis. Stats. Chap. 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TSCA"); Resource Conservation and Recovery Act ("RCRA"), Village ordinances, and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

5.11 **Obstructions.** No playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas except as the Board permits by Rule.

5.12 **Solar Collectors.** No exterior active solar collectors or similar devices shall be erected, installed or used without the written permission of the Board.

5.13 **Outdoor Wood Stoves:** Outdoor wood stoves or boilers are prohibited.

5.14 **Grading:** 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.

ARTICLE 6

ARCHITECTURAL CONTROL

6.1 Architectural Controls; Restrictions on Development

(a) **Architectural Control Committee.** Developer shall approve all plans. Developer shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, consisting of three (3) members who shall have the duties as set forth in this Article. The initial ACC shall be appointed by Developer. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. After Developer conveys to purchasers all of the Lots, the then initial members of the ACC shall resign and the Board shall elect the three (3) members from the group of Owners of Lots to serve on the ACC; provided, however, that if selected by the Board, a representative of Developer may serve on the ACC.

(b) **No Development Without Prior Approval.** Not less than ten days prior to:

- (1) commencement of construction of any Building or other improvements on any Lot, or
- (2) the reconstruction of any Building or other improvements on any portion or portions of such Property following a casualty loss thereto, or
- (3) the demolition of any Building or other improvements on any portion or portions of such Property,
- (4) or the painting, decoration or alteration of the exterior of any Building or other improvement on such Property or
- (5) the installation of an awning, enclosure, hot tub, deck, garden, swimming pool, grading, mailboxes, fences or other landscape features on any such Property.

The Owner(s) of such Property shall submit to the ACC for consideration as described below two copies of written information, which shall include a survey of such Property prepared by a licensed surveyor, ("Drawings") showing:

- (A) the location, size, elevations and type of Building(s) and other improvements, including but not limited to, homes, garages, retaining walls and fences or other matters proposed to be erected or reconstructed on such Property;
- (B) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view
- (C) the proposed landscaping (including the proposed timing of installation of such landscaping), and
- (D) the proposed location and specifications for utilities servicing such improvements.

The survey shall reflect the proposal in A through D, which are appropriate to be shown on the survey. Any of the actions described in clauses (1) through (5) above may be taken (subject to subsection (c) following) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in subsection (c) following, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent

with the purposes of this Declaration. No action described in paragraphs (1) through (5) above shall take place without the approval of the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

Finished Grade for each Home shall be as follows: Each Lot owner must strictly adhere to and finish grade its Lot in accordance with the Master Lot Grading Plan, attached hereto, as Exhibit "B", 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.

Prior to the issuance of a building permit for a specific Lot, the 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.

(c) **Standards and Procedural Matters of Consideration.** The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations and paint color), landscaping (including the timetable therefore), the placement and protection of trees as provide in Section 6.6(b), and such other matters proposed in such Drawings comply with the terms of this Declaration and the Village ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object or acquiesce conditionally as above within twenty business days after submittal of the complete Drawings and payment of any review fees shall be deemed as if the ACC stated that it has no objection to the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional 6 months if it is reasonably determines that delay has been primarily caused by factors outside the control of the Owner; and provided further that the initial driveway need not be completed until 12 months after the date on which the occupancy certificate for the residence is issued.

(d) **Prior Approval for Changes.** If after the completion of the improvements to an affected Property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Property, the Owner shall comply with the provisions of subsection (a) above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the

approved improvements.

(e) **Procedures and Budget.** The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may but need not require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g. architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the ACC shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in reforming their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

(f) **Separate Village Approval.** Matters which require approval of the ACC may also require approval of the Village. Obtaining approval from the ACC and from the Village is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Village and approval by the Village shall not be deemed approval by the ACC.

(g) **Uniformity Standards; Waiver.** Certain standards of architectural control are set forth in Sections 6.2 through 6.6 below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard in Sections 6.1 through 6.6, and may waive any floor area requirements in Section 6.3 by up to 10%. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such Property is not materially altered.) The ACC may waive any standard as above even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

(h) **Indemnification.** Each member or former member of the ACC, together with personal representatives and heirs of each person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

6.2. **Antennas.** No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on or in any roof or any other portion of a Building on any Lot or on the unimproved portions of such properties, except as erected or installed by Developer, the Association, or any individual

Owner with written approval of the ACC, and, in each case, in compliance with Village ordinances.

6.3 **Minimum Home Size Requirements.**

- (a) Only one single-family home may be constructed on each Lot.

The following types of homes on Lots shall have the following minimum sizes:

<u>Residence Type</u>	<u>Minimum Size</u>
One story	2,400 square feet
Two story	2,800 square feet (minimum of 1,600 square feet on the first floor)
Tri-level	2,600 square feet (minimum of 2,000 sq. ft. between the upper two levels)
Bi-level	Not permitted

- (b) For purposes hereof, the type of residence and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

6.4 Garages

(a) Each residence on a Lot shall have a garage for not less than 3 cars attached to the residence containing a minimum of 864 square feet and, if the residence is in excess of 4,547 square feet, a maximum of not more than 190 square feet per 1,000 square feet in the residence itself. Driveways shall be paved with concrete or asphalt material. Garages must be constructed at the time of construction of the residence and all exterior features as approved by the ACC must be completed prior to occupancy of the residence.

(b) Detached garages may be permitted by the ACC, provided they adhere to the Village of Richfield's Code of Ordinances and the following requirements have been satisfied:

- (1) The garage shall have a minimum of two stalls
- (2) The maximum square footage shall be no greater than 800 square feet.
- (3) Door openings and all overhead doors shall not exceed 10 feet in height
- (4) Color and building materials shall be consistent with the residence on the Lot.
- (5) No vinyl, steel or aluminum shall be allowed on any exterior with the exception of the fascia and soffit.
- (6) Underground electric shall be required for all detached garages.
- (7) No lean-to or carports of any nature shall be permitted.

(c) Any storage sheds shall contain not less than 129 square feet nor more than 180 square feet. Storage sheds are only permitted if there is no detached garage on the Lot. All sheds shall be of a style, color and building material consistent with the residence on the Lot. A shed must be rectangular, and not square. No steel, vinyl, aluminum, prefabricated or kit sheds shall be permitted. Approval for sheds is required under Section 6.1. If an Owner desires to connect electricity to a shed, whether at or after the time of initial construction, the installation of electrical connections must be underground and must be performed by a licensed electrician. All storage sheds shall be removed at such time that a detached garage is constructed.

6.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

(a) All windows and doors shall be surrounded with a minimum 5 1/2" trim board.

(b) A residence shall have a roof made of wood shakes, tile, natural slate, 30-year warranted dimensional shingles, or an artificial slate approved by the ACC, with a minimum pitch ratio of 8:12, or such other pitch as is specifically approved by the ACC.

(c) Exterior walls of residences shall be constructed of brick, stone, cultured stone, or cultured brick, cedar, stucco, exterior insulation and finish systems ("EIFS"), LP siding or Hardiboard siding, or combinations thereof. No metal or vinyl siding shall be permitted with the exception of the fascia and soffit. Further the ACC in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance. Basement or foundation walls shall not be exposed.

(d) Exterior masonry walls must abut another wall. If vertical siding or the like is used on the exterior walls of a residence, the same shall terminate only at an inside corner or other suitable break in the residence's architecture as the ACC shall approve.

(e) The ACC shall be acting reasonably if it disapproves the Drawings for a residence because such residence would be similar in appearance to other residences in close proximity.

(f) Exterior fireplaces and chimneys shall be constructed of masonry, stucco, cedar, EIFS, LP siding or Hardiboard siding or stone materials. On each side of a residence, except for trim, exterior materials shall be consistent on all levels. Color selections, and paint, stone, stucco or other finish must be approved by the ACC.

(g) The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with suitable material, approved by the ACC, consistent with the overall architecture of the residence.

(h) No soil shall be removed from any Lot nor excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "Finish Grade") of a Lot must conform to Master Lot grading plan included as Exhibit B of this document and approved by the Village.

(i) Above ground pools are permitted upon approval by ACC. In-ground pools may be installed on a Lot

only with the approval of the ACC, which will be acting reasonably if it does not approve an in ground pool which is not completely enclosed by a secure wall or fence of a minimum of 4 foot elevation, with a self-closing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4 feet between the fence and the pool. The pool cannot be located less than 10 feet from the nearest Lot boundary.

(j) Lot Owner shall construct and maintain the mailbox and mailbox support in good and working condition and replace it when necessary with the same style and in a location all as approved by the ACC.

(k) In making determinations under subsection (j), the ACC will give priority to the goal of achieving uniformity of aesthetics, but without abrogating its right to grant variances or to change its aesthetic scheme from time to time.

(l) Each Owner shall install and maintain one decorative lantern on their Lot near the road right of way. The lantern, mailbox and mailbox post shall be maintained in good condition and working order, and shall cause electrical service to be continued to such lantern. Without limiting the authority of the Association generally, the costs of enforcing the covenants in subsections (j) and (k) may be assessed to an offending Owner as a special assessment on such Lot under Article 3.

(m) If Developer, in its discretion, installs any light post, lantern, mailbox or Mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Developer to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

(n) All utilities shall be installed underground.

(o) No exterior active solar collectors shall be erected, installed or used unless presented in the Drawings and approved by the ACC.

6.6 Grading, Landscaping and Drainage.

(a) Developer and the Village have agreed to a certain Master Grading Plan included as Exhibit B of this document. The topography and ground elevation of each Lot shall be finished as required by the Developer and in accordance with the Master Grading Plan on file with the Village of Richfield, and included as Exhibit B of this document, for the efficient discharge and drainage of surface groundwater throughout the Subdivision. Final grading of the Lot shall be completed within two months following the date an occupancy permit is issued for a dwelling. Except for drainage easements located on a Lot owner's Property which shall be maintained by the individual Lot owner, any and all drainage easements, detention ponds or the like shall be repaired and/or maintained by the Association. Any drainage easement or detention area located on the plat shall be maintained in a natural state and clean, clear and free of all obstructions or barrier of any kind. Landscaping within these areas shall be restricted to ground cover to inhibit erosion. Any maintenance deficiency, obstruction or barrier may be removed by the Village of Richfield. Should it become necessary for the Village of Richfield to maintain these areas, the Village may assess a special charge. Prior to the Village of Richfield undertaking any corrective action, the Village Staff must first determine that a deficiency exists under these Declarations concerning the maintenance of drainage easements and that the public interest requires compliance. Thereafter, the Village Staff shall give written notice of the deficiency to the land owner (if applicable) and the Association, unless the Village Staff

determines that the health, safety and welfare of the Village requires that action be taken immediately without notice. If notice is required, the notice shall specify the time in which to rectify the deficiency and if the deficiency or deficiencies are not rectified within the time period, the Village shall have the right to enter upon such Property, using its own employees and equipment or contract with others for such work to rectify the condition. The cost of such work or services shall be billed to the owner if the deficiency relates to a drainage easement located on a Lot owner's Property and the Association for all other deficiencies. The Village of Richfield shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax bill as an unpaid special charge in accordance with Section 66.0627 of the Wisconsin Statutes against the responsible Lot owners in the Subdivision. The Lot owners do hereby consent to the levying of such special charges and hereby waives any and all notice and hearings which might otherwise be required by State Statute for the levying of special charges, subject to the Village's compliance with the notice provisions detailed herein. Nothing herein shall be interpreted to impose an obligation on the Village of Richfield to take any particular action at any time.

(b) Within six months following issuance of an occupancy permit for a home, a complete landscaping plan for the entire Lot shall be submitted to the Board for its approval. All landscaping shall be completed (in accordance with the plan approved by the Board) within twelve months following the issuance of the occupancy permit for the home.

(c) To avoid a substantial increase in surface water drainage onto adjoining Lots, the landscaping plan shall provide for adequate drainage of storm and surface water away from adjoining Lots if natural drainage on the Lot is to be or has been altered by grading or landscaping by the Lot owner. No trees, shrubs or other landscaping plantings shall be permitted in any drainage area.

(d) No Lot line, fence, wall, hedge or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board. In no event will the Board approve a fence or wall within the setback or unimproved areas.

(e) Each Lot owner must strictly adhere to and finish grade its Lot in accordance with the Master Lot Grading Plan or any amendment thereof 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, upon written notice to the owner of a vacant Lot, shall have the right to enter upon such Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the Property owner is responsible for cost of the same.

(f) Each Lot owner shall submit the following to the ACC prior to home construction: two copies of Lot grading plan, survey, proposed location of residence on site, driveway location and dimensions, site grade changes (detail), proposed utility lines, retaining walls (include detail drawing), or any detached structures (include detail drawing).

6.7 **Construction Matters.**

(a) No building or construction materials shall be stored on any Lot outside of Buildings on the Lot, except during periods of actual construction or remodeling, and then only for so long as reasonably necessary and only if kept in a neat manner. Neither Developer nor the Association is responsible for the security of materials stored on a Lot.

- (b) During grading, the Owner is solely responsible for compliance with all erosion control requirements.
- (c) Each Owner shall include the following provisions in all Construction contracts for improvements to the Owner's Lot:
 - (1) The roadway abutting the Lot shall be cleaned each day of mud and debris during the period of construction.
 - (2) A dumpster for debris shall be provided at the building site for the period of construction. Adequate dumpsters shall be provided for the duration of job and removed as soon as full.
 - (3) All debris will be disposed off site in accordance with applicable laws. The Owner shall comply with the soil and erosion plan control ordinance of the Village and Washington County.

6.8 **Driveways.** Each Lot shall be improved by the Lot owner with concrete driveway extending from the street to the garage within twelve months following issuance of an occupancy permit for the home.

6.9 **Monument Signs.** Any monument signs located at the Subdivision entrance and associated landscape maintenance shall be maintained by the Association with costs of such split evenly between Lot owners. Money for said maintenance shall be allocated in the Association's yearly budget.

ARTICLE 7 HEIGHT OF GRADE

7.1 On file with the Village are a detailed site and erosion control plan and a detailed drainage plan for the development. Each Lot owner must strictly adhere and finish grade its Lot in accordance with the site and erosion control plan and the drainage plan in addition to the master Lot grading plan for the Village or any amendment thereto approved by the Village Engineer on file in the office of the Village. Developer and/or the Village of Richfield and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, for the purpose of inspection, maintenance and/or correction of any drainage condition, and the Lot owner is responsible for the costs of the same. No owner of any Lot, nor any person or persons claiming under him, shall or will at any time alter the grade of any Lot from that depicted in the approved site and erosion control plan and master Lot grading plan, unless and until he shall first obtain the written approval of the Village Engineer for such grade alterations, in addition to the Board's approval per Section 6.1. In order to obtain the Village Engineer's and Boards' approval, the Lot owner must, at his own expense, have prepared a grading plan and an erosion control plan which show, in detail, the area to be re-graded, the existing and proposed topography and an analysis of the effects on the site drainage. The plan shall not adversely affect the adjacent Property owners with regard to drainage or views; the determination of which shall be done by the Board and the Village of Richfield. All costs and expenses incurred by the Village of Richfield in consideration of such grade change shall be charged to the Lot owner(s) seeking such change and if payment is not made when required, the Village shall collect the special charge in accordance with Section 66.0627 of the Wisconsin Statutes, and the Lot owner (s) making the request thereby consent to the imposition of such a special charge.

ARTICLE 8 INSURANCE

8.1 **Association Insurance.** The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

8.2 **Coverage of Association Insurance.** The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 **Proceeds.** Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 **Cost.** All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

8.5 **Waiver.** The Association and, by acceptance of a conveyance to a Lot or OutLot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association for obtaining any policy of insurance at a reasonable and customary rate.

8.6 **Acts Affecting Insurance.** No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery there under, (c) result in reputable insurance companies refusing to provide such insurance or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupancy responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, (2) anything done or kept in a Property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Property involved.

8.7 **Exclusions From Coverage.** Association Insurance coverage shall exclude (a) coverage on any residence or personal Property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupancy, its guest,

invitee, employees or tenants, arising out of any occurrences with a Lot and/or relating in any way to an Owner's or Occupant's personal Property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 9 AMENDMENT OF DECLARATION

9.1 **General.** This Declaration may be amended by recording in the office of the Register of Deeds for Washington County, Wisconsin, a document to that effect executed by the owners of a least 50% of all Lots in the development, and by the Village of Richfield Board, with all signatures duly notarized. Alternatively, this Declaration may be amended or by the Declarant prior to the Declarant's sale of 100% of all Lots and by the Village of Richfield Village Board. Notwithstanding the above, the Declarant reserves the exclusive right to amend this Declaration through December 31, 2016 subject to obtaining the Village Board's written approval.

9.2 **Procedures.** Amendments shall be prepared and executed by the President of the Association and by the duly authorized signatories of the Village Board and shall become effective when recorded in the Office of the Washington County Register of Deeds, bearing such signatories.

ARTICLE 10 RIGHTS OF MORTGAGE HOLDERS

10.1 **Notice.** Any mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Property involved, will be entitled to timely written notice of:

- (a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Property on which it holds a Mortgage or any breach of the provisions of any of the Lakeview Ridge documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;
- (b) A lapse, cancellation or material modification of any Association Insurance and;
- (c) Any proposed action that requires the consent of a Mortgage Holder as specified in Article 9.

10.2 **Mortgagee Acquisition of Lot.** A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall be liable for such Property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 11 RIGHTS OF DEVELOPER

11.1 **Reserved Rights.** Pending the sale of all Lots by Developer, Developer:

(a) may use the OutLots, and any unsold Lots in any lawful manner as may facilitate the sale of Lots, Developer may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Developer may impose) to persons desiring to construct Buildings on particular Lots as spec homes. In delegating such rights to other persons, Developer's delegees shall not have the right, to locate a general office operation in any such spec home, although use of a spec home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed 24 months from the date of issuance of the certificate of occupancy therefore. Construction materials shall not be delivered to or stored at a spec home for the construction of another spec home on a different Lot.

(b) shall have the right (1) grant easements upon, over, through and across the Lots (limited to the 10 foot area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Developer), and the OutLots as may be required in Developer's opinion for furnishing any kind of utility services and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real Property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason and for no reason, in which case it shall not be deemed approved or effective.

ARTICLE 12 REMEDIES FOR VIOLATION BY OWNER

12.1 **General Remedies.** If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief, including an order requiring the removal at Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 **Owner or Occupant Violation: Association Right to Cure.** In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Section 3.7. Expenses incurred therefore by the Association shall be assessed against the Owner or Occupant and shall be subject all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

12.3 **Village of Richfield Enforcement.** The Village of Richfield shall have no obligation, at any time, to enforce or prosecute any violation of this document, but any forbearance or failure on the part of the Village to exercise any

right to remedy for any violation shall not be a waiver of such right or remedy under any circumstances. The Village of Richfield shall have the right, but not the obligation to enforce 4.3 and Article 9 of this Declaration. The Developer, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all Rules, orders, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin and the federal government, and the same may be more restrictive than as stated in this Declaration. In the event there is a conflict between the requirements of this Declaration and any provisions of the Village, County, State or federal law or regulation or lawful order, the more restrictive provision shall apply.

ARTICLE 13 EASEMENTS

13.1 **Right of Entry.** A right of entry to each Lot, Common Area or OutLot is reserved to the Association to service utility installations located on, in or under such Lot, Common Area or OutLot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot, Common Area or OutLot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or OutLot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or Property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 **Common Area Easements.** The Association may grant easements over and through the Common Areas for such purposes as the Boards deems reasonable for the benefit of the Owners. The easements granted to the Owners may include but are not limited to the placement of drainage swales in the Common Areas to service individual Lots as approved by the Association in accordance with Section 2.5 above.

13.3 **Drainage.** An easement is reserved to Developer, the Association and the Village over Lots and OutLots for the installation of storm ponds, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any master plan approved by the Village.

ARTICLE 14 TERMINATION

14.1 **Termination.** This Declaration (and any amendments) shall be binding for a period of twenty-five years (from the date the Declaration is recorded) upon all Lot owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial twenty-five year period, this Declaration shall be automatically renewed for a successive period of ten years upon the expiration date of the prior renewal period, unless there is a recorded instrument executed by the owners of at least 75% of all Lots in the development and by the Village of Richfield Village Board or by the Developer prior to selling 100% of the Lots and by the Village of Richfield Village Board terminating this Declaration in which event this

Declaration shall terminate upon the recording of such instrument. This section does not terminate, and shall not be interpreted to authorize termination of any drainage easements, pond maintenance requirements, or other restriction herein that affects rights granted to the Village, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefited political subdivision by recorded document.

ARTICLE 15

CONSTRUCTION AND EFFECT

15.1 **Number and Gender.** Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 **Including.** Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 **Captions.** The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions whereof.

15.4 **Severability.** If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 **Remedies.** All remedies herein are cumulative

15.6 **Waivers.** Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.7 **Assignment of Developer's Rights.** Developer may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Developer in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

15.8 **Other Regulation.** Nothing herein shall preclude or restrict Developer recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Developer owns at the time of recordation.

LAW OFFICES OF
**ARENZ, MOLTER,
MACY, RIFFLE & LARSON, S.C.**
720 N. EAST AVENUE
P.O. BOX 1348
WAUKESHA, WISCONSIN 53187-1348
Telephone (262)548-1340
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DALE W. ARENZ, RETIRED
DONALD S. MOLTER, JR.
JOHN P. MACY,
COURT COMMISSIONER
H. STANLEY RIFFLE,
COURT COMMISSIONER
ERIC J. LARSON

RICK D. TRINDL
PAUL E. ALEXY
R. VALJON ANDERSON
REMY D. BITAR
MATTEO REGINATO
LUKE A. MARTELL

June 2, 2016

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

**Re: Village of Richfield
Lakeview Ridge Subdivision
Declaration of Restrictions
Proposed Revisions for Section 7.1**

Dear Mr. Healy:

I received your email message of June 1, 2016, regarding the above-noted matter. I understand that the Developer wants to have the flexibility to petition the Village for minor grade changes. You have asked that I propose language for the deed restrictions to accomplish this intent. I have had an opportunity to carefully consider this matter.

Based upon my review, I recommend the following changes to Section 7.1:

7.1 On file with the Village are a detailed site and erosion control plan and a detailed drainage plan for the development. Each Lot owner must strictly adhere and finish grade its Lot in accordance with the site and erosion control plan and the drainage plan in addition to the master Lot grading plan for the Village or any amendment thereto approved by the Village Engineer on file in the office of the Village. Developer and/or the Village of Richfield and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, for the purpose of inspection, maintenance and/or correction of any drainage condition, and the Lot owner is responsible for the costs of the same. No owner of any Lot, nor any person or persons claiming under him, shall or will at any time alter the grade of any Lot from that depicted in the approved site and erosion control plan and master Lot grading plan which is naturally occurring on the Lot at the time the site developments have been completed by the Developer, unless and until he shall first obtain the written approval of the Village Engineer for such grade alterations, in addition to the Board's approval per Section 6.1. In order to obtain the Village Engineer's and Boards' approval, the Lot owner must, at his own expense, have prepared a grading plan and an erosion control plan which show, in detail, the area to be re-graded, the existing and proposed topography and an analysis of the effects on the site drainage. The plan shall not adversely affect the adjacent Property owners with regard to drainage or views; the determination of which shall be done by the ACC Board and the Village of Richfield. All costs and expenses incurred by the Village of Richfield in consideration of such grade change shall be charged to the Lot owner(s) seeking such change and if payment is not made when required, the Village shall collect the special charge in

LAW OFFICES OF
ARENZ, MOLTER, MACY, RIFFLE & LARSON, S.C.

Jim Healy, Village Administrator
June 2, 2016
Page 2

accordance with Section 66.0627 of the Wisconsin Statutes, and the Lot owner(s) making the request thereby consent to the imposition of such a special charge.

I note a few other comments regarding this matter, arising from this further review:

1. I note that the Developer amply complied with the requirement of the Developer's Agreement, that this issue be addressed within the deed restrictions. It is shown in identical language, in four sections of the deed restrictions, namely on page 12 in Section 5.14, on page 13 in Section 6.1(a), on page 20 in Section 6.6(e), and in Section 7.1. All such sections are limited to the language required by the Developer's Agreement, except this Section 7.1 that addresses this additional issue of amendments, and therefore I see no need to address the issue further in the other sections of the document.
2. When this issue of seeking amendments to the master Lot grading plan has arisen in other municipalities, they have deemed it advisable to create a process that includes an application form. I am attaching for your reference an application form that one of my communities prepared many years ago. You or the Developer may want to update this form and keep it on file, in the event it becomes necessary to appropriate to exercise these amendment rights described in the deed restrictions.

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

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


John P. Macy

JPM/bes
Enclosure
cc: Laura Johnson, Deputy Clerk
Tim Schwecke, Village Planner

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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7e

MEETING DATE: June 16, 2016

SUBJECT: CUP – Richfield Roadhouse, 1953 STH 175 (Tax Key: V10_0272)

DATE SUBMITTED: June 8, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE APPROVAL OF THE PROPOSED CONDITIONAL USE PERMIT FOR THE “RICHFIELD ROADHOUSE”?

ISSUE SUMMARY:

Ms. Lisa Wirkkula is the property owner at 1953 STH 175 (Tax Key: V10_0272). This is the business site formally known as the “Olde Mill Inn” which ceased business operations on or about May 21st. The petitioner is seeking the Village’s approval to re-open her business operation under its new name, the “Richfield Roadhouse”. While previously this business may have been known as a bar which serves food, the plan of the property owner is to focus on rebranding her establishment as a locally-owned, sit-down restaurant.

The subject property is zoned B-5, Downtown Business District and is approximately 0.55 acres. The company’s ‘Mission Statement’ is “[T]o provide our guests in the Kettle Moraine area with a relaxed dining experience and our employees with a rewarding work atmosphere.” The business offers pub fare food with daily specials including a Friday fish fry and Saturday prime rib. The building itself is a 30 seat restaurant with a 25 seat bar. There is an already existing full commercial kitchen with additional storage for food, beverages and related supplies. The Richfield Roadhouse will at a minimum have a bartender, chef and server on-premises. They also plan to have a number of part-time employees working in varying capacities on-site during dinner service. It will be open seven (7) days a week for dinner as outlined in the Conditional Use Permit and will be open additional hours for lunch on Friday, Saturday, and Sunday.

The businesses day-to-day operations will be managed by Mr. Bryan Schmidt who has over 30 years of experience in the food and beverage service industry. The building’s restaurant area is currently being remodeled on the inside with new flooring, a reorganization of the layout and updated furnishings. Ideally the business would like to be open in early July.

In terms of the actual Conditional Use Permit, the only thing truly unique about this property are the multiple residential units this property has, which previously were at one time considered ‘legal non-conforming uses’. By law, these types of uses are allowed to continue to exist. However, only one of these uses would now be considered ‘legal non-conforming’, it is the 500sqft residential unit on the first floor. The other two (2) upper level residential units (750sqft and 1,400sqft, respectively) are now “legal” pursuant to the terms and conditions of the B-5 district. All three (3) units have a singular entrance on the south side of the building. The parking for the property’s patrons is primarily located in the rear (west) of the building. From talking to the property owner, she is also interested sometime in the near future in razing the existing single-family residential dwelling (also zoned B-5) to the south to allow for more parking on her property.

At the Plan Commission meeting on June 2nd, a scheduled Public Hearing was held. Notices of the hearing were mailed to all residents within 300’ of the subject property pursuant to law and the notice ran for two (2) consecutive weeks in



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7e

MEETING DATE: June 16, 2016

SUBJECT: CUP - Richfield Roadhouse, 1953 STH 175 (Tax Key: V10_0272)
DATE SUBMITTED: June 8, 2016
SUBMITTED BY: Jim Healy, Village Administrator

the West Bend Daily News. Upon the conclusion of the Public Hearing in which no one from the public elected to speak in opposition of the proposed business use the following motion was made:

Motion by Commissioner Lalk to recommend approval of the Conditional Use Permit to the Village Board for the Richfield Roadhouse, located at 1953 STH 175 (Tax Key: V10_0272); Seconded by Commissioner Melzer; Motion passed without objection.

Tonight, the only change added from the proposed CUP that the Plan Commission considered to the one the Village Board is considering tonight, is in the preamble. For the sake of future Boards and Commissions, we wanted to include some additional contextual history on the property for the benefit of future municipal employees, the general public, and our Boards/Commissions.

FISCAL IMPACT:

REVIEWED BY: [Signature] Village Deputy Treasurer

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

ATTACHMENTS:

- 1. DRAFT Conditional Use Permit for Richfield Roadhouse
2. Class II Public Hearing Notice published in the West Bend Daily News

STAFF RECOMMENDATION:

Motion to approve the proposed Conditional Use Permit for the Richfield Roadhouse, located at 1953 STH 175 (Tax Key: V10_0272) subject to the terms and conditions contained therein.

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.

CONDITIONAL USE PERMIT
BadHusker LLC. d/b/a Richfield Roadhouse
1953 STH 175 (Tax Key: V10-0272)

The Village Board of the Village of Richfield, Washington County, Wisconsin DO ORDAIN AS FOLLOWS:

Whereas, Lisa Wirkkula (“petitioner”) owns the property generally located at 1953 STH 175 designated as Tax Key V10-0272 (“subject property”); and

Whereas, the subject property is designated B-5, Downtown Business District on the Village’s official zoning map and contains approximately 0.55 acres; and

Whereas, in 2006 the then Town of Richfield granted an occupancy permit for the subject property under the name of ‘Olde Mill Inn’ which fashioned itself as a restaurant/taven establishment which was a permitted use in the B-3, General Business District at that time.

Whereas, from 2006 to May 21, 2016, the establishment has operated its restaurant/tavern and residential rental property in a nuisance free manner, taking into consideration the health, welfare, and safety of its patrons and surrounding neighbors; and

Whereas, the property has one legal non-conforming use, a 500 sqft residential apartment on the first floor of the primary structure; and

Whereas, in 2016, upon receipt of the written petition for a Conditional Use Permit, the Village Clerk properly referred such petition to the Plan Commission for the Village of Richfield for determination; and

Whereas, upon receipt of the petition by the Village Clerk, the Plan Commission for the Village of Richfield scheduled a public hearing thereon as soon as practical; and

Whereas, upon publication of the required “Notice of Public Hearing” and mailing of said “Notice of Public Hearing” to all property owners within 300 feet of the subject property, the Plan Commission for the Village of Richfield held a public hearing on June 2, 2016, as required by section 70.241 of the zoning code for the Village of Richfield; and

Whereas, members of the public at the public hearing were given ample opportunity to provide comment; and

Whereas, the Plan Commission for the Village of Richfield passed a motion recommending that the Village Board approve the conditional use; and

Whereas, the Village Board for the Village of Richfield, having carefully reviewed the recommendation of the Plan Commission for the Village of Richfield, having given the matter due consideration, and having based its determination on the effect of granting such conditional use permit on the health, general welfare, safety and economic prosperity of the Village and specifically of the immediate neighborhood in which said use will be located, and having given

due consideration to the municipal problems involved, as well as impact on the surrounding properties as to noise, dust, smoke, odor or other similar factors, hereby determines that the use will not violate the spirit or intent of the zoning ordinance for the Village of Richfield, will not be contrary to the public health, safety or general welfare of the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of smoke, dust, 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 conditional use is operated pursuant to the following conditions and in strict compliance with the same; and now

THEREFORE, IT IS ORDERED, AS FOLLOWS:

Commencing upon the date of signature of this approval by Village officials and the property owner, whichever occurs last, the Conditional Use Permit as set forth herein is approved.

The Conditional Use Permit shall continue in existence only so long as the conditional use is operated in compliance with this permit. This Conditional Use Permit is subject to initial and continued compliance with each and every one of the following conditions, restrictions, and limitations.

- A. This conditional use approval is granted for a “Sit-down Restaurant” and three (3) residential rental units subject to the following rules and regulations:
 1. Subject Property. This conditional use permit is limited to the subject property at 1953 STH 175 (Tax Key: V10-0272)
 2. Presentation Compliance. The use of the subject property as a “Sit-down Restaurant” and three (3) unit rental property for residential purposes shall be in substantial conformity with Exhibit “A” attached herein and described orally at the public hearing before the Village of Richfield Plan Commission held on June 2, 2016. The minutes of the June 2, 2016 Plan Commission meeting shall also be incorporated into this document as Exhibit ‘B’ prior to signature by the Village and property owner.
 3. Use Restricted. The use of the subject property is limited to a ‘Sit-down Restaurant’, which is permissible under Section 70.200.5(D)(3), a 1,400 sqft second story rental apartment, a 750 sqft second story rental apartment, which is permissible under 70.200.5(D)(1) and a 500 sqft third residential rental unit on the first floor as allowable legal, non-conforming use. The private entrance to these residential units is on the south side of the building, separate from the “Sit-down Restaurant”.
 4. Hours of operation. Richfield Roadhouse will be open Monday-Thursday from 2PM-2AM and Friday-Sunday from 11AM-2AM.
 5. Site plan. All operations on the subject property shall be consistent with the attached site plan, marked Exhibit “C”, which is incorporated herein by reference. The attachment distinguishes between two sections of the property, the ‘Restaurant

area' where their primary business operations will take place, and the 'parking area' behind the business. The petitioner is entitled to amend or change the site plan subject to the aforementioned conditions and subject to approval by the Plan Commission, which may be granted without a public hearing if such amendment or change is not a substantial change from the original plan as approved and as allowed herein. If the petitioner would like to expand the scope of the operations, the zoning administrator is authorized to review such petition and approve the same in writing if he or she determines that the activity is in keeping with the spirit and intent of this conditional use approval and is compatible with existing land uses. If the zoning administrator denies the proposed amendment, the petitioner may appeal the administrator's determination to the Plan Commission for a final determination. Any amendment or change in any plan contemplated herein that the Plan Commission finds, in its sole discretion, to be substantial will require a new permit and all Village procedures in place at the time must be followed.

6. Specific Conditions of Approval. In addition to other requirements as may be contained herein, the following conditions of approval must be satisfied:
 - a. Approval Required. Within four (4) months of when the Village Board approves this conditional use permit, the petitioner/property owner is required to accept the terms and conditions of this approval in writing. If a signature is not obtained this approval becomes null and void.
 - b. Permits Required. The petitioner is required to obtain any and all necessary permits and licenses from the Federal Government, State of Wisconsin, County of Washington and Village of Richfield. If any license or permit is issued, any and all conditions of the same are incorporated herein and made part of this Conditional use Permit.
 - c. Signage Regulated. All signage must comply with Chapter 309 of the Village Code.
7. Laws. The petitioner shall comply with all federal, state, county, and local rules, codes, ordinances, and regulations in the construction, operation, and maintenance of the subject property as amended from time to time.
8. Junk. No junk as defined in Chapter 263 of the Village code of ordinances or disassembled, inoperable, junked or wrecked boats, motor vehicles, truck bodies, tractors, trailers also defined in chapter 46 shall be accumulated or stored on the subject property. No burying or burning of junk is permitted on the subject property.
9. Fees and Expenses. Upon issuance of this conditional use permit, the petitioner shall reimburse the Village for all expenses incurred by the Village including all professional and technical assistance expenses, realized by the Village in reviewing, approving, and granting this conditional use permit. The Village Clerk shall provide the petitioner with copies of all itemized invoices.

10. Cost of Enforcement. Any attorney fees incurred by the Village of Richfield to enforce any of the conditions or requirements of this conditional use permit must be paid by the petitioner.
 11. Revocation or Modification of Approval. Whenever the Village Board has reasonable cause to believe that any of the conditions herein imposed are being or have been violated, or any use of the subject property related to the operation becomes hazardous, harmful, noxious, offensive, or a nuisance to surrounding properties, the Village Board shall have the right to revoke or modify this permit, including, but not limited to, imposing stricter conditions upon the use and/or operation through a revised permit by the following the process as set forth in Section 70.241(D)(2) of the Village code of ordinances.
 12. Right of entry for inspection. The petitioner and the property owner hereby give village officials, employees, and authorized agents the right to enter the subject property with reasonable notice for purposes of inspecting the premise to ensure compliance with the terms of this permit.
 13. Effect of Approval and Heirs, Successors, and Assigns. The terms of this conditional use approval shall be binding on the owners of the subject property, and their heirs, successors, and assigns.
- B. Any use not specifically listed as permitted in the applicable sections of the zoning code shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to the classification of use the question shall be submitted to the Plan Commission for determination.
 - C. No use is hereby authorized unless the use is conducted in a lawful, orderly, and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Washington, the State of Wisconsin, the Federal government, or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
 - D. This conditional use hereby authorized shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Plan Commission as being in compliance with all pertinent ordinances.
 - E. Should the permitted conditional use or described legal, non-conforming use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the petitioner be delinquent in payment of any monies due and owing to municipality, or should a change in the character of the surrounding area or the use itself cause it to be no

longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Plan Commission, pursuant to the enforcement provisions of this conditional use permit.

- F. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the subject property), structures, lands or owners, other than as specifically authorized herein, shall require a new conditional use permit and all procedures in place at the time must be followed.
- G. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use permit may be amended upon the prior approval of the Plan Commission if the Plan Commission finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Plan Commission feels, in its sole discretion, to be substantial shall require a new permit, and all procedures in place at the time must be followed.
- H. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
- I. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
- J. This conditional use permit may be reviewed by the Plan Commission at any time upon complaint or upon Plan Commission initiative as provided in Section 70.241(D)(2) of the Village of Richfield Village Code and as amended from time to time.
- K. All residential rental units described herein must be inspected by the Village Building Inspector to ensure compliance with all relevant building codes, and such defects as may be noted by the Village Building Inspector shall be remedied to the satisfaction of the Village Building Inspector, prior to commencement of the use in such buildings.
- L. This conditional use permit does not authorize the construction of any building or structure not otherwise approved or allowed in the underlying zoning district.

Passed this 16th day of June, 2016

John Jeffords, President

ATTEST:

Jim Healy, Village Administrator

ACCEPTANCE

I, Lisa Wirkkula, verify that I acknowledge that the BadHusker LLC d/b/a Richfield Roadhouse shall be bound by the terms of this conditional use approval in its entirety.

Dated this ___ day of _____, 2016

Lisa Wirkkula, Petitioner

Personally came before me this ___ day of _____ 2016, the above named person, Lisa Wirkkula, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC

My Commission Expires:

(Class II Public Notice)
NOTICE OF PUBLIC HEARINGS
VILLAGE OF RICHFIELD
Thursday, June 2, 2016

Notice is hereby given pursuant to the requirements of Section 19.84, Wis. Stats., and provisions of the Village of Richfield municipal code that the Village of Richfield Plan Commission will conduct a public hearing for the following applications on Thursday, June 2, 2016, at 7:00 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI:

1. Conditional Use Permit application for amendment submitted by Loggers Park, LLC. for property at 3208 STH 167 (Tax Key: V10-027600E); Richfield, WI 53076, pursuant to Section 70.198(D)
2. Conditional Use Permit application submitted by Badhusker, LLC. for property at 1953 STH 175 (Tax Key: V10_0272); Richfield, WI 53076, pursuant to Section 70.2002.5(D)

For information regarding these public hearings, contact Jim Healy, Planning and Zoning Administrator, at 262-628-2260. Copies of the applications are available from the Village Clerk during office hours from 7:30 a.m. to 4:00 p.m. Requests from persons with disabilities who need assistance to participate in this hearing should be made to the Village Clerk's office at 628-2260 with as much advance notice as possible.

Dated this 17th day of May, 2016

Village of Richfield
Jim Healy
Village Administrator

Publication Dates:
Thursday, May 19, 2016
Thursday, May 26, 2016

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VILLAGE OF RICHFIELD
 VILLAGE BOARD COMMUNICATION FORM

7f

MEETING DATE: June 16, 2016

SUBJECT: CUP – Logger’s Park & Terrace 167, 3208 STH 167 (Tax Key: V10_0276-00E)
 DATE SUBMITTED: June 8, 2016
 SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE APPROVAL OF THE PROPOSED CONDITIONAL USE PERMIT FOR THE “LOGGER’S PARK & TERRACE 167”?

ISSUE SUMMARY:

Logger’s Park Sports Complex is a business establishment that has a long and storied history in the Village of Richfield dating back to as early as 1992 when the original owner, Mr. Don Seib, petitioned the Town for a Conditional Use Permit to operate a “sports complex”. Since that time, the property owner has changed hands and operated their business (Logger’s Park) under a separately granted Conditional Use Permit that was granted in March of 2004. A copy of the previously approved Conditional Use Permit is attached herein for your convenience. But generally speaking, the same operations which were previously permitted and approved by the then Town of Richfield still exist today.

The petitioner has been working with Staff and the Plan Commission over the course of the last year regarding the future development of his ~15.44 ac parcel. The property owner requested of the Village a change in zoning designation for the entire property from P-1, Parks and Recreation District to B-2, Community Business District. This petition was granted at the November 19th Village Board meeting. As a reminder, the intent of the B-2, Community Business District is as follows:

“The B-2 Community Business District is intended to provide for individual or large groups of retail and customer service retail establishments in a shopping center setting. This type of district is usually located at or near the intersections of two arterial streets or highways and designed for the convenience of weekly or monthly one-stop shopping and includes such amenities as increased open space and ample off-street parking and loading areas and architectural screening or landscaping”.

The minimum lot size for this District is eight (8) acres. Setbacks for properties in the B-2 District are 100’ from the street right-of-way and 40’ from either side and 40’ from the rear yard boundary line. As discussed at the Plan Commission meeting in October of 2015, the property directly to the north, Pioneer Bowl, is presently zoned B-2 as well. Staff, the Village’s Plan Commission and the Village Board, believed that essentially the same operations exist on both properties. Each business’ primary operation revolves around some sort of “outdoor recreational” activity. Pioneer Bowl and Logger’s Park each have baseball/softball leagues (for adults and children), sand volleyball leagues which operate on the site, as well as their own liquor licenses and the ability to sell food. Pioneer Bowl also has an area which allows them to host weddings or other similar life events.

Around that same time, Staff also proposed a code amendment to Section 70.198(D) relating to Conditional Uses in the B-2 District. The proposed text amendment would allow for “Outdoor Recreational Activities”, defined as baseball/softball, sand volleyball, ice skating, and mini golf. This was also adopted by ordinance by the Village Board in 2015. By adopting the then proposed ordinance, not only did we accomplish bringing Logger’s Park into greater



VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

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MEETING DATE: June 16, 2016

SUBJECT: CUP – Logger’s Park & Terrace 167, 3208 STH 167 (Tax Key: V10_0276-00E)

DATE SUBMITTED: June 8, 2016

SUBMITTED BY: Jim Healy, Village Administrator

conformity with the Village Code, but we also created an avenue to legalize the outdoor recreational activities occurring on both sites.

Going back two (2) years to 2014, Staff worked in cooperation with the property owner and the Village Board to release a Letter of Credit (LoC) guarantee in the amount of \$50,000 that was put in place by the property owner for the paving of the asphalted area surrounding the 10,000sft Phase III building. The releasing of this LoC was done because it had been mutually agreed upon that the property owner would subsequently file for an amendment to the approved site plan for Logger’s Park. That amended site plan is incorporated into the proposed Conditional Use Permit tonight. Information regarding the Phase III building as written in the Staff Communication Form from March 11, 2004 is as follows:

“Phase III (project to be built in 2008) is to include a new specialty event/banquet hall to be used for special indoor recreation and other events and activities. Although the site grading, landscaping, storm water facilities, lighting and parking improvements to be included in Phase II will be constructed in anticipation for Phase III development, Bogues is NOT seeking approval for the uses and facilities proposed for Phase III at this time. Further details about the building and associated features for Phase III are not available at this time.”

Tonight, the property owner has made the aforementioned Conditional Use Permit petition to operate the existing 10,000 sqft building facility on-site in the manner described above, previously approved by the Town, as a specialty event and banquet hall. While the entire site will still be under the ownership of Logger’s Park LLC., the specialty event and banquet hall will be known as “Terrace 167”. This is permissible under our Village Code and is really no different than when the “Momentum Health Club” operated out of this space. Only now, the Village had the ability to work with the property owner to craft a Conditional Use Permit that is more in-line with other similarly granted approvals in our community.

From a Staff perspective, the last several years working with Mr. and Mrs. Bogues have been extremely pleasurable. They operate their existing business, Logger’s Park, in a manner that in the last six (6) years (my frame of reference) has consistently shown to have a positive impact on the community at-large. The logistical operations at the park help service our local youth sports teams, when needed, host benefits and fundraisers, and in the past had even held events aimed to help to raise awareness about the pitfalls and perils of drug abuse and alcoholism. Staff can confidently say that we believe the granting of this proposed Conditional Use Permit to Logger’s Park LLC for their proposed operations will not be contrary to the health, general welfare, safety of the surrounding community and it will have a positive impact on the economic prosperity of the Village and in the commercial area in which it is located. It is important to note that just like all other previously granted Conditional Use Permits, the contents of the same are repealed and superseded by this new, controlling document. Much of the language related to the same has been developed by Staff working in concert with the Village’s Attorney, Mr. John Macy.

At the Plan Commission meeting on June 2nd, a scheduled Public Hearing was held. Notices of the hearing were mailed to all residents within 300’ of the subject property pursuant to law and the notice ran for two (2) consecutive weeks in the West Bend Daily News. Upon the conclusion of the Public Hearing in which no one from the public elected to speak in opposition of the proposed business use the following motion was made:



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7f

MEETING DATE: June 16, 2016

SUBJECT: CUP – Logger’s Park & Terrace 167, 3208 STH 167 (Tax Key: V10_0276-00E)
DATE SUBMITTED: June 8, 2016
SUBMITTED BY: Jim Healy, Village Administrator

Motion by Vice-Chairman Berghammer to recommend approval of the proposed Conditional Use Permit to the Village Board for “Logger’s Park” & “Terrace 167”, located at 3208 STH 167 (Tax Key: V10_0276-00E); Seconded by Commissioner Lalk; Motion passed without objection.

FISCAL IMPACT:

REVIEWED BY: Kathleen Smith
Village Deputy Treasurer

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

ATTACHMENTS:

1. DRAFT Conditional Use Permit for Logger’s Park and Terrace 167
2. Class II Public Hearing Notice published in the *West Bend Daily News*

STAFF RECOMMENDATION:

Motion to approve the proposed Conditional Use Permit for Logger’s Park and Terrace 167, located at 3208 STH 167 (Tax Key: V10_027600E) subject to the terms and conditions contained therein.

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. _____

**CONDITIONAL USE PERMIT
LOGGER'S PARK LLC.
3208 STH 167 (Tax Key: V10-0276-00E)**

The Village Board of the Village of Richfield, Washington County, Wisconsin DO ORDAIN AS FOLLOWS:

Whereas, John & Terry Bogues (“petitioner”) own the property generally located at 3208 STH 167 designated as Tax Key V10-0276-00E (“subject property”); and

Whereas, the subject property is designated B-2, Community Business District on the Village’s official zoning map and contains approximately 15.44 acres; and

Whereas, in 2004 the then Town Board approved a Conditional Use Permit for the petitioner for the operation of Logger’s Park LLC, a use allowed pursuant to the then zoning on the subject property as P-1, Parks and Recreation District; and

Whereas, since that time, the petitioner has operated his business as a four (4) season sports complex with a bar/restaurant, sand volleyball, softball/baseball, recreational sports like kickball, ice skating, and mini golf; and

Whereas, in the original Conditional Use Permit from March 11, 2004, was the following passage:

“Phase III (project to be built in 2008) is to include a new specialty event/banquet hall to be used for special indoor recreation and other events and activities. Although the site grading, landscaping, storm water facilities, lighting and parking improvements to be included in Phase II will be constructed in anticipation for Phase II development, Bogues is NOT (original emphasis) seeking approval for the uses and facilities proposed for Phase III at this time. Further details about the building and associated features for Phase II are not available at this time.”; and

Whereas, on April 2, 2015 the Village’s Plan Commission approved the modification of the site plan for the removal of the planned additional 10,000 sqft building. It is attached herein and incorporated as Attachment “A”; and

Whereas, on November 19, 2015, the Village Board adopted by ordinance the rezoning of the subject property from P-1, Parks and Recreation District to B-2, Community Business District, consistent with the Village’s adopted Comprehensive Plan and Future Land Use Map. It is attached herein and incorporated as Attachment “B”; and

Whereas, the intent of the ordinance change was to give the petitioner flexibility with zoning to allow for the continued use of the already existing 10,000 sqft facility on-site as an event/banquet hall, similar to other establishments in the Village (ex: Pioneer Bowl); and

Whereas, in 2016, upon receipt of the written petition for a Conditional Use Permit, the Village Clerk properly referred such petition to the Plan Commission for the Village of Richfield for determination; and

Whereas, upon receipt of the petition by the Village Clerk, the Plan Commission for the Village of Richfield scheduled a public hearing thereon as soon as practical; and

Whereas, upon publication of the required "Notice of Public Hearing" and mailing of said "Notice of Public Hearing" to all property owners within 300 feet of the subject property, the Plan Commission for the Village of Richfield held a public hearing on June 2, 2016, as required by section 70.241 of the zoning code for the Village of Richfield; and

Whereas, members of the public at the public hearing were given ample opportunity to provide comment; and

Whereas, the Plan Commission for the Village of Richfield passed a motion recommending that the Village Board approve the conditional use; and

Whereas, the Village Board for the Village of Richfield, having carefully reviewed the recommendation of the Plan Commission for the Village of Richfield, having given the matter due consideration, and having based its determination on the effect of granting such conditional use permit on the health, general welfare, safety and economic prosperity of the Village and specifically of the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved, as well as impact on the surrounding properties as to noise, dust, smoke, odor or other similar factors, hereby determines that the use will not violate the spirit or intent of the zoning ordinance for the Village of Richfield, will not be contrary to the public health, safety or general welfare of the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of smoke, dust, 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 conditional use is operated pursuant to the following conditions and in strict compliance with the same; and

Whereas, it is understood by the petitioner that this conditional use permit amendment shall repeal and recreate the conditional use permit previously granted in 2004, and shall supersede any previously granted approvals and as currently drafted will be the sole document which controls the uses allowed on the subject property; now

THEREFORE IT IS ORDERED AS FOLLOWS:

Commencing upon the date of signature of this approval by Village officials and the property owner, whichever occurs last, the Conditional Use Permit as set forth herein is approved.

The Conditional Use Permit shall continue in existence only so long as the conditional use is operated in compliance with this permit. This Conditional Use Permit is subject to initial and continued compliance with each and every one of the following conditions, restrictions, and limitations.

A. This conditional use approval is granted for the petitioner subject to the following conditions:

1. Subject Property. This Conditional Use Permit is limited to the subject property at 3208 STH 167 (Tax Key: V10-0276-00E)
2. Presentation Compliance. The use of the subject property shall be in substantial conformity with the presentation at the public hearing before the Village of Richfield Plan Commission held on June 2, 2016. The minutes of said meeting will be attached herein and incorporated as Attachment "C"; and
3. Use Restricted. The use of the subject property is limited to (1) an event/banquet hall, (2) recreational facilities (mini golf, sand volleyball, baseball/softball diamonds, batting cages), (3) bar/restaurant on tax parcel V10-0276-00E, as further defined and restricted herein.
4. Site plan. All operations on the subject property shall be consistent with the attached site plan, marked Attachment "A", which is incorporated herein by reference. The subject property has access off of both STH 175 and STH 167 as permitted by the Wisconsin Department of Transportation. One the east side of the subject property is the existing building the petitioner uses for his "Logger's Park" operation, meaning the bar/restaurant. That side of the property has two (2) baseball fields and several sand volleyball courts along with an unimproved graveled parking lot. In the winter time the sand volleyball courts are oftentimes converted into an ice skating rink. On the west side of the property is the existing 10,000 sqft facility to be subsequently known as "Terrace 167" and to be described below, a mini golf complex, batting cage, and accessory structure used for administrative office purposes and public restrooms. The paved parking area on the west will be primarily utilized by those patrons attending events at "Terrace 167" and those utilizing the mini golf course and/or the batting cages. In the event the petitioner has a large recreational event or hosts a large event on the property (ex: wedding), it is understood that they may utilize all available parking areas on the subject property for that purpose. The petitioner is entitled to amend or change the site plan subject to the aforementioned conditions and subject to approval by the Plan Commission, which may be granted without a public hearing if such amendment or change is not a substantial change from the original plan as approved and as allowed herein. If the petitioner would like to expand the scope of the operations, the zoning administrator is authorized to review such petition and approve the same in writing if he or she determines that the activity is in keeping with the spirit and intent of this conditional use approval and is compatible with existing land uses. If the zoning administrator denies the proposed amendment, the petitioner may appeal the administrator's determination to the Plan Commission for a final determination. Any amendment or change in any plan contemplated herein that the Plan Commission finds, in its sole discretion, to be substantial will require a new permit and all Village procedures in place at the time must be followed.

5. Specific Conditions of Approval. In addition to other requirements as may be contained herein, the following conditions of approval must be satisfied:
 - a. Approval Required. Within four (4) months of when the Village Board approves this conditional use permit, the petitioner/property owner is required to accept the terms and conditions of this approval in writing. If a signature is not obtained this approval becomes null and void.
 - b. Permits Required. The petitioner is required to obtain any and all necessary permits and licenses from the Federal Government, State of Wisconsin (ex: Seller's Permit, etc.), County of Washington (ex: Health and Sanitation Permit, etc.) and Village of Richfield (ex: Intoxicating beverage licenses, building, plumbing, electrical, etc.). If any license or permit is issued, any and all conditions of the same are incorporated herein and made part of this Conditional Use Permit.
 - c. Hours of Operation for the Logger's Park. The petitioner is allowed to operate Logger's Park based on hours of operation pursuant to State Law due to their previously granted Combination Class "B" Intoxicating Liquor License. Their bar/restaurant is open Monday-Sunday from 4:30PM to Close. Mini golf is open Fridays from 4-8PM, Saturdays from 12PM-8PM, and Sundays from 12PM-6PM. Recreational activities such as baseball/softball, sand volleyball, kickball, etc. have general hours of operation from 8AM-10:30PM, Monday-Sunday.
 - d. Logger's Park. Logger's Park is a diversified and multi-faceted sports complex with mini golf, sand volleyball, softball/baseball, ice skating, and pub fare food for its patrons to enjoy operating under the ownership of Logger's Park LLC. The subject property employs approximately 25 employees and has approximately 200-300 customers per day during its peak times of April-October, because of that, they are generally considered a 'seasonal business', although they are permitted to operate 365 days a year. They have approximately 300 parking stalls on-site as illustrated on the aforementioned site plan incorporated herein.
 - e. Hours of Operation for Terrace 167. The petitioner does not intend to have any events prior to 9AM. However, the petitioner is allowed to operate Terrace 167 based on hours of operation pursuant to State Law due to their previously granted Combination Class "B" Intoxicating Liquor License.
 - f. Signage Regulated. All signage must comply with Chapter 309 of the Village Code.
 - g. Terrace 167. Terrace 167 is an event/banquet hosting facility operating under the ownership of Logger's Park LLC. The types of events they intend to host are including, but not limited to, weddings, ceremonies, wedding receptions, educational classes, professional seminars, bridal/baby showers, book clubs, and commercial/private photo shoots. The subject property employs approximately 25 employees and is a space that has a variable maximum occupancy rate, depending on the type of event hosted, pursuant to the terms and conditions of the National Fire Protection Agency and/or International Building Code. The maximum occupancy of the building shall in no case exceed 600 occupants per the Village's Building Inspector and the Richfield Volunteer Fire Company.

6. Laws. The petitioner shall comply with all federal, state, county, and local rules, codes, ordinances, and regulations in the construction, operation, and maintenance of the subject property as amended from time to time.
 7. Junk. No junk as defined in Chapter 263 of the Village code of ordinances or disassembled, inoperable, junked or wrecked boats, motor vehicles, truck bodies, tractors, trailers also defined in Chapter 46 shall be accumulated or stored on the subject property. No burying or burning of junk is permitted on the subject property.
 8. Fees and Expenses. Upon issuance of this conditional use permit, the petitioner shall reimburse the Village for all expenses incurred by the Village including all professional and technical assistance expenses, realized by the Village in reviewing, approving, and granting this conditional use permit. The Village Clerk shall provide the petitioner with copies of all itemized invoices.
 9. Cost of Enforcement. Any attorney fees incurred by the Village of Richfield to enforce any of the conditions or requirements of this conditional use permit must be paid by the petitioner.
 10. Revocation or Modification of Approval. Whenever the Village Board has reasonable cause to believe that any of the conditions herein imposed are being or have been violated, or any use of the subject property related to the operation becomes hazardous, harmful, noxious, offensive, or a nuisance to surrounding properties, the Village Board shall have the right to revoke or modify this permit, including, but not limited to, imposing stricter conditions upon the use and/or operation through a revised permit by the following the process as set forth in Section 70.241(D)(2) of the Village code of ordinances.
 11. Right of entry for inspection. The petitioner and the property owner hereby give village officials, employees, and authorized agents the right to enter the subject property with reasonable notice for purposes of inspecting the premise to ensure compliance with the terms of this permit.
 12. Effect of Approval and Heirs, Successors, and Assigns. The terms of this conditional use approval shall be binding on the owners of the subject property, and their heirs, successors, and assigns.
- B. Any use not specifically listed as permitted in the applicable sections of the zoning code shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to the classification of use the question shall be submitted to the Plan Commission for determination.
- C. No use is hereby authorized unless the use is conducted in a lawful, orderly, and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Washington, the State of Wisconsin,

the Federal government, or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.

- D. This conditional use hereby authorized shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Plan Commission as being in compliance with all pertinent ordinances.
- E. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the petitioner be delinquent in payment of any monies due and owing to municipality, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Plan Commission, pursuant to the enforcement provisions of this conditional use permit.
- F. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the subject property), structures, lands or owners, other than as specifically authorized herein, shall require a new conditional use permit and all procedures in place at the time must be followed.
- G. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use permit may be amended upon the prior approval of the Plan Commission if the Plan Commission finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Plan Commission feels, in its sole discretion, to be substantial shall require a new permit, and all procedures in place at the time must be followed.
- H. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
- I. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
- J. This conditional use permit may be reviewed by the Plan Commission at any time upon complaint or upon Plan Commission initiative as provided in Section 70.241(D)(2) of the Village of Richfield Village Code and as amended from time to time.

- K. All buildings housing patrons and/or vendors associated with this conditional use must be inspected by the Village Building Inspector to ensure compliance with all relevant building codes, and such defects as may be noted by the Village Building Inspector shall be remedied to the satisfaction of the Village Building Inspector, prior to commencement of the use in such buildings.
- L. This conditional use permit does not authorize the construction of any building or structure not otherwise approved or allowed in the underlying zoning district.

Passed this 16th day of June, 2016

John Jeffords, President

ATTEST:

Jim Healy, Village Administrator

ACCEPTANCE

I, John Bogues, verify that I acknowledge that Logger's Park LLC shall be bound by the terms of this conditional use approval in its entirety.

Dated this ___ day of _____, 2016

John Bogues, Petitioner

I, Terry Bogues, verify that I acknowledge that Logger's Park LLC shall be bound by the terms of this conditional use approval in its entirety.

Dated this ___ day of _____, 2016

Terry Bogues, Petitioner

Personally came before me this ____ day of _____ 2016, the above named person, John & Terry Bogues, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC

My Commission Expires:

(Class II Pubic Notice)
NOTICE OF PUBLIC HEARINGS
VILLAGE OF RICHFIELD
Thursday, June 2, 2016

Notice is hereby given pursuant to the requirements of Section 19.84, Wis. Stats., and provisions of the Village of Richfield municipal code that the Village of Richfield Plan Commission will conduct a public hearing for the following applications on Thursday, June 2, 2016, at 7:00 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI:

1. Conditional Use Permit application for amendment submitted by Loggers Park, LLC. for property at 3208 STH 167 (Tax Key: V10-027600E); Richfield, WI 53076, pursuant to Section 70.198(D)
2. Conditional Use Permit application submitted by Badhusker, LLC. for property at 1953 STH 175 (Tax Key: V10_0272); Richfield, WI 53076, pursuant to Section 70.2002.5(D)

For information regarding these public hearings, contact Jim Healy, Planning and Zoning Administrator, at 262-628-2260. Copies of the applications are available from the Village Clerk during office hours from 7:30 a.m. to 4:00 p.m. Requests from persons with disabilities who need assistance to participate in this hearing should be made to the Village Clerk's office at 628-2260 with as much advance notice as possible.

Dated this 17th day of May, 2016

Village of Richfield
Jim Healy
Village Administrator

Publication Dates:
Thursday, May 19, 2016
Thursday, May 26, 2016

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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

79

MEETING DATE: June 16, 2016

SUBJECT: Intergovernmental Agreement – Waukesha County
DATE SUBMITTED: June 9, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTIONS:

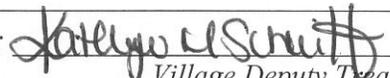
DOES THE VILLAGE BOARD WISH TO AUTHORIZE THE VILLAGE ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE WAUKESHA COUNTY TO ADMINISTER THE MANAGEMENT OF THE VILLAGE'S DELINQUENT PERSONAL PROPERTY TAX BILLS?

ISSUE SUMMARY:

In an effort to continue to seek ways to partner with surrounding taxing jurisdictions on mutually beneficial agreements for services, Staff is proposing that the Village contracts with the Waukesha County Department of Administration's Collection Division to act as the collection agent on behalf of the Village. Waukesha County's Collection Division specializes in municipal collections and administers a 28% "collection fee" on any delinquent amount collected. Currently, the Village utilizes a private attorney who administers a 33 1/3% "collection fee" that is taken directly out of the total amount owed to the Village. In order to ensure that the Village is made 'whole', should the Village Board approve this agreement, Staff will propose an ordinance during the month of July which would ensure the 'collection fee' and the personal property tax bill would be paid in their entirety by the debtor.

If the Village Administrator is authorized to administer a contract with the Waukesha County Department Administration Collection Division, they will take on the delinquent personal property taxes that are outstanding from 2010 on pursuant to Wisconsin State Statutes.

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

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

ATTACHMENTS:

1. Waukesha County Department of Administration Collection Division Request for Information and Contract

STAFF RECOMMENDATION:

Motion to authorize the Village Administrator to enter into an intergovernmental agreement with Waukesha County to administer the management of the Village's delinquent personal property tax bills.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

79

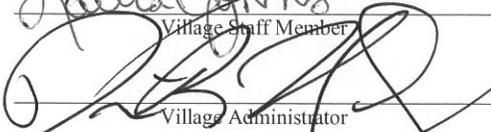
MEETING DATE: June 16, 2016

SUBJECT: Intergovernmental Agreement – Waukesha County

DATE SUBMITTED: June 9, 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. _____



REQUEST FOR INFORMATION

**PREPARED FOR:
Village of Richfield**



**WAUKESHA COUNTY
DEPARTMENT OF ADMINISTRATION
COLLECTION DIVISION
515 W. MORELAND BLVD., AC RM. 348
WAUKESHA, WI 53188**

**May 17, 2016
Prepared by Michele Gallun
Lead Senior Collections Specialist
262-548-7063**

FIRM EXPERIENCE

Andrew Thelke, Collections and Business Services Manager

515 W. Moreland Blvd. Room AC 348
Waukesha, WI 53188

Business Hours:

The Division staff's normal business hours are 8:00 a.m. to 4:30 p.m. Monday through Friday. In addition, staff also work 1-2 nights per week until 8:00 p.m. Staff is available by phone or in person during those hours.

Phone: 262-548-7876

Fax: 262-548-7856

E-Mail: collections@waukeshacounty.gov

Overview

The Waukesha County Collection Division was created at the recommendation of the County Executive's Office and approved by the Waukesha County Board of Supervisors effective January 1994, for the purpose of centralizing administration of collection of delinquent accounts owed to various Waukesha County departments.

The mission of the Waukesha County Collection Division is to coordinate and integrate an Internal Service fund operation as a provider of financially responsible centralized collection services to its users.

The Collection Division is responsible for administering, coordinating and directing efficient - cost effective collection of accounts referred to it for collection. The Collection Division serves as a channel of accountability for County-wide delinquent account collection activity. The Collection Division also accepts referrals from other governmental entities within the State of Wisconsin.

The Division consists of a Collections & Business Services Manager, 1 Lead Senior Collections Specialist, 2 Senior Collections Specialists, 1 Collections Specialist and Administrative support and temporary staff. The Division is located within the Department of Administration. The Collections & Business Services Manager reports to the Director of Administration.

The Division itself has twenty years of experience with staff having over 100 years of combined collection experience covering all types of government, commercial and consumer collections. Our expertise in the area of governmental collections makes the Division uniquely qualified to handle any type of governmental related collection. We also are very knowledgeable about bankruptcy and litigation. The staff understands and recognizes the sensitivity of governmental collections.

Accounts are collected using a variety of means, including: collection letters, telephone collection calls, in-person interviews, state tax interception and wage assignments. Policies and procedures relative to the County's accounts receivable, including collection of delinquent accounts and NSF checks, are developed by the Collection Division. County agencies are provided assistance and consultation by the Collection Division on issues pertaining to potential revenue sources, billing, intake, credit extension and analysis of financial stability of prospective and ongoing vendors/suppliers. All recommendations for accounts receivable write-off are centralized within the Collection Division.

FIRM EXPERIENCE CONTINUED

History

In 1995, based on requests for collection assistance from Waukesha County municipalities, the Division extended use of its collection program in an effort to promote shared services and intergovernmental cooperation. While it is not the desire of the County to be in direct competition with private industry, there are a number of cases in which economies of scale can be achieved. In some situations, the same individual or business entity can owe multiple municipalities and-or counties. There are currently over 180,000 records in the Waukesha County Collection Division database; and on average, 20-40% of all new referrals can be linked to existing accounts being worked by the Collection Division. In addition, the County has a direct interest in collecting personal property taxes because as a taxing jurisdiction it participates in the charge-back. The Division's experience in the collection of these more unique and difficult types of public sector billings, and the additional resources and collection tools not available to the private sector, have proven beneficial to municipalities with the overall objective of cost savings being passed on to the taxpayers of Waukesha County.

Our compensation is completely performance based. Under no circumstances will there be a charge if there is not a collection. Our current fee is 28% of the amount collected. This is because we are structured as an internal service fund and our motive is not to generate profits but to share the costs of our operation across our customer base. As the number of users of our services continue to grow, our corresponding collections increase and the cost of our service will continue to decrease. Initially, when we began operation in 1993, our contingent fee was 40% of the amount collected, but due to increased usage of our service and a corresponding increase in collections, the fee was reduced to the current 28%.

FIRM INSURANCE CARRIER

Waukesha County is insured with Wisconsin Municipal Mutual Insurance Company (WMMIC). WMMIC is licensed to do business in the state of Wisconsin and holds an A- rating by A.M. Best. The County maintains general liability insurance with limits of liability at \$5,000,000 per occurrence and \$15,000,000 annual aggregate and public officials errors and omissions insurance with limits of liability of \$5,000,000 per wrongful act and \$15,000,000 general aggregate. Evidence of our insurance can be obtained by accessing our insurance company website at www.wmmic.com and clicking on the INFO plate. A certificate of insurance will be provided upon request.

SAFE GUARD RULES

The Waukesha County Collections Division derives its legal authority from various chapters of the Wisconsin State Statutes and complies with all state and federal collection laws including, but not limited to the Federal Fair Debt Practices Act, the Gramm-Leach-Bliley Act, FERPA and the Federal Trade Commission's Red Flag Rules.

SERVICES PROVIDED TO CLIENT

- Actual process of collection provided to Client includes, but is not limited to: collection letters, phone calls, promises to pay, payments, monitoring payments, dispute resolution, skip-tracing, interest and penalty calculation, asset searches, tax intercept, probate and bankruptcy filing.
- The Division acts as agent for Client to collect and receive all sums of money due or payable to Client for claims referred to the Division for collection.
- The Division will use its best efforts to collect amounts due Client permitted by law.
- The Division will maintain records of accounts referred and will keep Client updated as to the progress of the collection efforts through the following reports:
 - An Acknowledgment Report is available through the Ecliptics client-view application detailing the accounts referred to the Collection Division as a confirmation of receipt.
 - Monthly Collections/Billing Statement sent 45 days following the last day of the month in which payment/s were received.
 - The Collection Division's Quarterly Status/Inventory Report/Performance Report sent upon request.
 - The Collection Division's Cancellation/Uncollectible Report, which is sent out 45 days after the last day of the month the account was closed. This report will provide Client with the necessary information to perform their write-offs.

“Wisconsin Tax refund Intercept Program (TRIP)”

In 1999 the Division established a relationship with the State of Wisconsin Department of Revenue under Wis. Stat. 71.935 to intercept income tax returns. There is no additional cost for this service as it is included in our base charge. Wisconsin Statute Section 66.0301 permits inter-governmental cooperation among municipalities and therefore provides the legal authority to provide collection services to and enter into collection agreements with municipalities.

“Description of latest skip tracing techniques”

Skip-tracing techniques that will be employed by the Collector to locate the debtor’s current location and/or employment in the event a debtor has moved and left no forwarding address are:

1. An address trace and/or a credit bureau report may be utilized, which will list current and past employers, home addresses, telephone numbers, social security numbers and other creditors. With this information, the Collector is able to contact other creditors who may have more current information regarding the debtor, including employment and/or a home address for the debtor.
2. The Motor Vehicle Department, Wisconsin Circuit Court Access, Secretary of State, DWD, the Internet and various address and telephone directories are used to trace and locate the debtor.
3. The following County databases are accessed to locate updated information on the debtor:
 - a. County Jail database. If the debtor has an arrest record or has been incarcerated, information regarding debtor’s employment, social security number, home and work telephone numbers will be listed.
 - b. County Treasurer and Register of Deeds databases are used to find out ownership of the debtor’s listed address. The collector will then contact the owner of the property to see if they might have updated information as to the whereabouts of the debtor and/or his employment.
 - c. Civil and Small Claims Court databases to find out if any legal actions, including divorce or paternity suits, have been filed against the debtor. This provides the Collector with additional sources to contact in order to locate the debtor and his assets.

“Data processing system”

Cubs Consulting, Inc. (CCI) was founded in 2000 as an alternative to vendor offerings for custom programming and technology enhancements to The Collector System®. This system, commonly referred to as the "**CUBS System**," is one of the most advanced enterprise scale software systems available for streamlining the management and processing of collection accounts and is widely used in many different industries.

Ecliptics Client-view program is a user-friendly system for our valued clients which will allow our customers to view their account information on-line, access monthly reports, convey payments and/or adjustments and submit referrals electronically for nearly immediate confirmation and collection activity.

EVALUATING COLLECTION COSTS AND EFFECTIVENESS

It is more important to base your decision on the effectiveness (Recovery Percentage) of a firm rather than on which firm charges a lower collection rate. Following is an example that clearly illustrates this point:

A municipality has 160 delinquent accounts, each with a balance of \$250 for a total of \$10,000 in referrals. The municipality received the following bids from outside collection agencies/attorneys:

1. Firm 1 sends out letters at a cost of \$9.00/account.
2. Firm 2 sends out letters and makes some phone calls, but will not perform litigation. Their cost is 25% of the amount collected.
3. Firm 3 sends out letters and makes many phone calls, but will not perform litigation. Their cost is 40% of the amount collected.
4. Firm 4 sends out letters, makes many phone calls and will perform litigation. Their cost is 50% of the amount collected.

The municipality could not make a decision as to which firm to use, so they decided to refer 40 accounts to each firm. These are the results:

	<u>Fee for Recovery</u>	<u>Amt Collected % Recovery</u>	<u>Flat fee - % Cost to Collect</u>	<u>Net Recovery Rate Net Return to Client</u>
Firm 1	\$9.00/Acct.	\$1,000.00 10% (\$1,000/\$10,000)	\$ 360.00 (40 @ \$9.00each)	\$ 640.00 6.4% (\$640/\$10,000)
Firm 2	25%	\$1,500.00 15% (\$1,500/\$10,000)	\$ 375.00 (\$1,500 x 25%)	\$1,125.00 11.2% (\$1,125/\$10,000)
Firm 3	40%	\$2,000.00 20% (\$2,000/\$10,000)	\$ 800.00 (\$2,000 x 40%)	\$1,200.00 12% (\$1,200/\$10,000)
Firm 4	50%	\$3,000.00 30% (\$3,000/\$10,000)	\$1,500.00 (\$3,000 x 50%)	\$1,500.00 15% (\$1,500/\$10,000)

In the above example, Firm 1 had a Recovery Percentage of 10%, while Firm 4 had a 30% Recovery Percentage. Even though Firm 4's Fee for Recovery was 50%/dollar collected, its Net Return to the municipality was more than twice as much as Firm 1. The difference in the Net Return to the municipality was greatly affected by the dollars collected (Recovery Percentage).

Waukesha County customers experience this first hand when they place comparable accounts with two separate firms. We charge 28 cents/dollar collected and we usually, at minimum, have nearly twice the Net Return to our customers than their previous collection firm.

The bottom line consideration in evaluating collection results is your Net Recovery Percentage:

$$\frac{\text{The Amount Recovered less Cost of Collection}}{\text{Amount Placed for Collection}} = \text{Net Return to Client}$$

CLIENT FEES AND CHARGES

COMPENSATION/FEES/CHARGES

"Contingent Fee"

The Collection Division as an internal services fund distributes the cost of its services to its users. Included in the Collection Division's fees are all associated costs of collection, i.e., personnel, letters, telephone calls, tax intercept, credit reports, court filing fees, process service fees, etc. **Our fee is 100% performance based, if there is no collection, there is no charge.** Our current contingent fee is 28% of the amount collected. This contingent fee will never increase over 28%. Our motive is not to generate profits but to allocate the costs of our operation to users. If the number of users of our services increases, and our corresponding collections increase, the cost of our service is likely to decrease to our clients.

As an alternative option, current clients have opted to **pass the collection fee onto the debtor** through various methods. Some clients coordinate with their billing service to incorporate language on their billing statements and/or Signature form. This language references the collection fee or costs associated with the collection of the account is the patient's financial responsibility. We also have clients that have passed a Resolution amending their fee schedule to include the entire collection fee as the responsibility of the patient. Personal property taxes are excluded from these alternative options.

COLLECTION AGENCY FEES

In the event that we have exhausted all of our collection efforts and our Client has approved forwarding the account to a collection agency, we will also be responsible for all payments to the collection agency.

TAX INTERCEPT FEES

All tax intercept costs are paid by the Division and included in our contingent fee.

REMITTANCE/BILLING OPTIONS

Net - Under the net method the monthly check we remit to you is the net of the amounts collected after deducting our contingent fee. For example: If we collected \$1,000 from referred accounts in a month we would send you a check for \$720 (\$1,000 less our contingent fee of \$280).

CLIENT REFERRAL PROCEDURE

Upon receipt of the referred account through the Ecliptics Client-view program, the account is uploaded into the automated collection system and the following occurs:

- A. **An Acknowledgment Report** is available on-line as confirmation which details the account information of the referred debts to the Collection Division.
- B. **A series of collection letters** are mailed to the debtor during the first 45 days of assignment to encourage immediate contact or payment in full. The first initial placement letter is generated within 1 day of entry of the referral, the second is generated 30 days after the initial placement letter, and the final 72 hour demand letter is sent 11 days thereafter.

Account assigned to a Collection Specialist after 30 days from the date of assignment. The Collector will apply a more focused and hands on concentrated effort to amicably resolve the account. The Collector's main objective is full collection of the account according to the policies set forth by the Division using the most efficient means possible. Our Client is asked to provide the Division with the following account information for each referral.

- A. The following information is required for each account referred:
 - 1. A copy of the documentation supporting the debt, judgment or citation.
 - 2. Debtor's name, last known address, telephone number(s)
 - 3. Amount due, date of offense and date of disposition.
- B. The following account information should be included with a referral if available:
 - 1. Social security number
 - 2. Date of birth
 - 3. Employer, including address and telephone numbers
 - 4. References, or other contacts
 - 5. Any other applicable information that may be helpful in the collection process

The more information provided to the Division, the more efficient, effective and cost saving the collection procedure will be.

"Process/experience agency has charging collection fees to debtors"

The Waukesha County Collection Division currently services clients for ambulance fees where our collection charge is added to the debtor's account thus resulting in a 75% upper range recovery rate.

RED FLAG RULE

TITLE:

IDENTITY THEFT PREVENTION PROGRAM

EFFECTIVE DATE:

April 28, 2009

Purpose

To establish an Identity Theft Prevention Program designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the Program in compliance with the Federal Trade Commission's Red Flags Rule (Part 681 of Title 16 of the Code of Federal Regulations) implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.

Under the Red Flag Rule, every financial institution and creditor is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

Definitions

Identifying information means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing code.

Identity theft means fraud committed or attempted using the identifying information of another person without authority.

A covered account means:

1. An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes that involves or is designed to permit multiple payments or transactions. Covered accounts include those where the County provides a service to its citizen and collect the payment at a later date, and;
2. Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation or litigation risks.

A red flag means a pattern, practice or specific activity that indicates the possible existence of identity theft.

RED FLAG RULE CONTINUED

Policy

A. **IDENTIFICATION OF RED FLAGS.** The Waukesha County Collection Division identifies the following red flags, in each of the listed categories:

1. Suspicious Documents
 - i. Identification document or card that appears to be forged, altered or inauthentic;
 - ii. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
 - iii. Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
 - iv. Application for service that appears to have been altered or forged.

2. Suspicious Personal Identifying Information
 - i. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
 - ii. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);
 - iii. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
 - iv. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
 - v. Social security number presented that is the same as one given by another customer;
 - vi. An address or phone number presented that is the same as that of another person;
 - vii. A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
 - viii. A person's identifying information is not consistent with the information that is on file for the customer.

3. Suspicious Account Activity or Unusual Use of Account
 - i. Change of address for an account followed by a request to change the account holder's name;
 - ii. Payments stop on an otherwise consistently up-to-date account;
 - iii. Account used in a way that is not consistent with prior use (example: very high activity);
 - iv. Mail sent to the account holder is repeatedly returned as undeliverable;
 - v. Notice to the Waukesha County Collection Division that a customer is not receiving mail sent by the Waukesha County Collection Division;
 - vi. Notice to the Waukesha County Collection Division that an account has unauthorized activity;
 - vii. Breach in the Waukesha County Collection Division's computer system security; and
 - viii. Unauthorized access to or use of customer account information.

RED FLAG RULE CONTINUED

4. Alerts from Others

- i. Notice to the Waukesha County Collection Division from a customer, identity theft victim, law enforcement or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

B. DETECTING RED FLAGS.

1. **New Accounts.** In order to detect any of the Red Flags identified above associated with the forwarding of a new referral account, Waukesha County Collection Division personnel will take the following steps to obtain and verify the identity of the person (herein referred to as “debtor”) whom is the financial and legal responsible party listed on the Client’s referral:
 - i. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
 - ii. Verify the debtor’s identity (for instance, review a driver's license or other identification card).
2. **Existing Accounts.** In order to detect any of the Red Flags identified above for an existing account, Waukesha County Collection Division personnel will take the following steps to monitor transactions with an account:
 - i. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
 - ii. Verify the validity of requests to change billing addresses; and
 - iii. Verify changes in banking information given for billing and payment purposes.

C. PREVENTING AND MITIGATING IDENTITY THEFT.

In the event Waukesha County Collection Division personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

1. Prevent and Mitigate

- i. Continue to monitor an account for evidence of Identity Theft;
- ii. Contact the debtor and/or Client;
- iii. Document appropriate findings in CUBS on debtor’s account;
- iv. Do not enter a new referral from same Client without verifying information;
- v. Discontinue collection efforts upon verification of fraudulent activity;
- vi. Notify the Waukesha County Collection Division Manager for determination of the appropriate step(s) to take;
- vii. Notify law enforcement; and/or
- viii. Determine that no response is warranted under the particular circumstances.

2. **Protect customer identifying information**

- i. In order to further prevent the likelihood of identity theft occurring with respect to Waukesha County Collection Division accounts, the Waukesha County Collection Division will take the following steps with respect to its internal operating procedures to protect customer identifying information:
- ii. Ensure that its website is secure or provide clear notice that the website is not secure;
- iii. Ensure complete and secure destruction of paper documents and computer files containing customer information;
- iv. Ensure that office computers are password protected and that computer screens lock after a set period of time;
- v. Keep offices locked and inaccessible to the public or customers;
- vi. Ensure computer virus protection is up to date; and
- vii. Require and keep the kinds of client and/or debtor information that are necessary until the records are destroyed according to the policy of Records Management Detention.

D. **PROGRAM UPDATES.** This Program will be periodically reviewed and updated to reflect changes in risks to the clients and debtor's and the soundness of the Waukesha County Collection Division from Identity Theft. The Waukesha County Collection Division Manager will consider the Waukesha County Collection Division's experiences with Identity Theft situation, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, changes in types of accounts the Waukesha County Collection Division maintains and changes in the Waukesha County Collection Division's business arrangements with other entities. After considering these factors, the Waukesha County Collection Division Manager will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Waukesha County Collection Division Manager will implement the program changes.

E. **PROGRAM ADMINISTRATION**

1. **Oversight.** Responsibility for developing, implementing and updating this Program lies with the Waukesha County Collection Division Manager. The Waukesha County Collection Division Manager will be responsible for the Program administration, for ensuring appropriate training of Waukesha County Collection Division staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.
2. **Staff Training and Reports.** Waukesha County Collection Division staff responsible for implementing the Program shall be trained either by or under the direction of the Waukesha County Collection Division Manager or Senior Collections Specialists in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected. Waukesha County Collection Division staff is required to provide reports to the Program Administrator on incidents of Identity Theft, the Waukesha County Collection Division's compliance with the Program and the effectiveness of the Program.

3. **Specific Program Elements and Confidentiality.** For the effectiveness of Identity Theft prevention Programs, the Red Flag Rule envisions a degree of confidentiality regarding the Waukesha County Collection Division's specific practices relating to Identity Theft detection, prevention and mitigation. Therefore, under this Program, knowledge of such specific practices are to be limited to the Identity Theft Committee and those employees who need to know them for purposes of preventing Identity Theft. Because this Program is to be adopted by a public body and thus publicly available, it would be counterproductive to list these specific practices here. Therefore, only the Program's general red flag detection, implementation and prevention practices are listed in this document.

Authority & Revisions

This policy is enacted immediately upon approval of the Waukesha County Board meeting scheduled for April 28, 2009. Revisions to this policy shall only be enacted when approved by the Waukesha County Board and reflected in the applicable meeting minutes. This policy shall be reviewed at least biennially by the Waukesha County Collection Division Manager with presentations after each review to the Finance Committee.

SUMMARY

The Waukesha County Collection Division's mission is to:

1. Provide financially responsible centralized collection services to its customers.
2. Generate savings to taxpayers by ensuring that all dollars owed are collected in the timeliest, most efficient and cost-effective manner possible in compliance with all laws, rules and regulations.
3. Strive toward a fair and equitable balance between parties who received goods and services and taxpayers who bear the cost/burden of unpaid goods and services.

While it is not the desire of the County to be in direct competition with private industry, it is felt that The Division's experience in the collection of these more unique and difficult types of public sector billings has proven beneficial to municipalities with the overall objective of cost savings being passed on to the taxpayers of Waukesha County. The Division's costs are completely performance based and promote inter-governmental cooperation and savings to taxpayers.

Waukesha County Collection Division has the staff, knowledge, resources, experience and proven track record to provide exceptional service and results in collecting on the Client's behalf. Clients served by the Division continue to increase each year. Our customers' satisfaction is evidenced by our high percentage of success in retaining our customers.

DELINQUENT ACCOUNT COLLECTION SERVICES AGREEMENT

This contractual agreement is entered into this 16th day of June, 2016, by and between the Village of Richfield hereinafter referred to as "Purchaser" and Waukesha County, hereinafter referred to as "Provider."

WHEREAS:

- A. Section 66.0301 Wisconsin Statutes permits inter-governmental cooperation among municipalities, and
- B. Provider represents it has legal authority to provide collection services and to enter into collection contracts with municipalities, and
- C. Provider has established a Collection Division within the Department of Administration for the purpose of collecting delinquent obligations due the County, and
- D. Provider has agreed to offer the services supplied by the Collection Division to other units of government within the State of Wisconsin, and
- E. Purchaser desires Provider to undertake collection of Purchaser's delinquent personal property taxes, accounts receivable and other evidences of indebtedness from time to time, in the manner and under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, Purchaser and Provider agree as follows:

1. SERVICES PROVIDED

- a. Purchaser designates Provider as its agent to collect and receive all sums of money due or payable to Purchaser for accounts which Purchaser refers to Provider for collection.
- b. Provider shall accept accounts placed for collection by Purchaser. Provider will use its best efforts to collect said amounts due Purchaser. Provider will use only ordinary and reasonable collection efforts as permitted by law.
- c. Purchaser and Provider define Actual Process of Collection to include, but not limited to, collection letters, phone calls, accepting promises to pay, payments, dispute resolution, skip-tracing, interest and penalty calculation, asset searches.
- d. Provider shall have the authority to receive payment in cash, check or money order and shall have authority to endorse checks, drafts, money orders and other negotiable instruments, which may be received in payment on behalf of the Purchaser. Provider shall have authority to certify to the Department of Revenue on behalf of the Purchaser accounts placed for collection by Purchaser so as to intercept state tax refunds to be applied in payment of those accounts.
- e. Purchaser shall supply Provider with notification of payments made directly to Purchaser on accounts assigned to Provider. Purchaser shall pay the collection fee on these amounts.

- f. Provider agrees to provide Purchaser with justification for accounts cancelled or returned as uncollectable.
- g. Purchaser will notify Provider of bankruptcy notices received on accounts referred for collection. Provider is authorized to file bankruptcy claims on behalf of the Purchaser when Provider receives supporting copies of the bankruptcy documentation within the allowed filing period and within a reasonable amount of time. The Provider is not responsible for any missed bankruptcy filing deadlines. In the event that any legal action is required after the filing of a claim, it shall be the responsibility of the Purchaser to obtain legal counsel and pursue such legal action. Purchaser will notify Provider in the event Purchaser files a bankruptcy claim on an account that Purchaser referred to Provider for collection.
- h. Provider will not provide legal advice or services for Purchaser. If an account is deemed uncollectable through standard collection practices by the Provider, the Provider can cancel the account and return it to the Purchaser for litigation.

2. APPLICATION OF PAYMENTS RECEIVED FROM ASSIGNED ACCOUNTS

Provider will be responsible for applying payments to accounts referred for collection. Payments will be applied to referred account balances according to the following hierarchy:

- 1. Collection fees; if Purchaser requests these be recovered from the party assigned for collection.
- 2. Accrued interest and/or penalty as allowed by Statute and
- 3. The principal amount of the debt.
- 4. Any additional charges added by the Purchaser.

3. FEE FOR SERVICES AND PAYMENT

Provider will remit all monies received on a net basis to Purchaser in the form of a check within 45 (forty-five) days following the last day of the month in which payment(s) were received. Provider will also provide a copy of the monthly collections detail and monthly service fee summary. The collection fee is 28% on all amounts collected. For purposes of the proportionate distribution of collected delinquent personal property taxes under 74.42(2), Stats, which were charged back under 74.42(1), Stats, the 28% collection fee shall be the cost of collecting those taxes.

4. RECORDS/REPORTING

- a. Provider shall maintain records of accounts referred to it for collection. For personal property tax collection referrals, Provider is responsible for calculating interest and penalty as allowed by Wis. Stat. Sec. 74.47.

b. Provider will provide the following reports to Purchaser:

1. Acknowledgment Report - At the time an account is received for assignment by Provider from Purchaser.
2. Monthly Collections/Billing Statement - 45 (forty-five) days following the last day of the month in which payment(s) were received.
3. Status/Inventory Report on Assigned Accounts - 15 (fifteen) days following Purchaser request.
4. Cancellation/Uncollectable Report - 45 (forty-five) days following the last day of the month the account was cancelled.

5. SETTLEMENTS

No offer of compromise or settlement will be accepted by the Provider on any referred account without the express written authorization of the Purchaser. The Provider is not, however, prevented from accepting partial or installment payments on an account.

6. INDEMNIFICATION AND DEFENSE OF SUITS

Each party agrees that it shall indemnify the other party against any loss or liability incurred by the other party in connection with the event or activity under this contract, however, it is expressly understood and agreed that the liability of each party, its employees and agents on any claims brought by the other party, its employees and agents, whether for contribution, indemnification or otherwise, shall not exceed and are governed by the provisions of Wisconsin Statute, Chapter 893, including the limit on the amount recoverable.

7. INSURANCE

The County agrees to provide the Village of Richfield a certificate of Insurance evidencing the County's general liability coverage for a minimum of \$1,000,000 per occurrence within 30 days of a written request. Should any insurance policy be canceled before the expiration date of this Agreement, the issuing company must provide ten (10) days written notice to the Village of Richfield. A company licensed to do business in the state of Wisconsin or signed by an agent licensed by the state of Wisconsin must issue the insurance certificate. Failure to submit an insurance certificate can make this Agreement voidable at the Village of Richfield's discretion.

8. AMENDMENT

This agreement may be amended only upon mutual agreement of Purchaser and Provider which is reduced to writing.

9. TERM OF AGREEMENT

The term of this agreement will be one year from July 1st, 2016. This agreement will automatically renew for successive one-year periods unless one of the parties gives written notice of termination or the agreement is amended at least 30 (thirty) days prior to the next renewal.

10. CANCELLATION

1. This agreement may be cancelled for any reason by either party upon 30 (thirty) days advance written notification. Upon cancellation, each term of the contract shall continue to apply to any and all accounts that remain with provider. In the event of cancellation Provider will cancel and return accounts except that Provider will be entitled to retain an account and earn fees for collection on such account if:

- a. There has been a payment received on account within 60 (sixty) days preceding receipt of cancellation, or
- b. Provider has a documented promise of payment on a debtor account prior to receipt of notice of cancellation.

Accounts retained will be cancelled and returned following:

- a. Payment in full, or
- b. A period of 60 (sixty) days without receipt of a payment.

11. ENTIRE AGREEMENT

This Agreement, along with any amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

IN WITNESS WHEREOF, the parties have affixed their signatures below on this 16th day of June, 2016.

VILLAGE OF RICHFIELD

WAUKESHA COUNTY

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

by: _____
Andrew Thelke
Collections and Business Services Manager

7 h



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7h

MEETING DATE: June 16, 2016

SUBJECT: Personal Property Tax Bills from 2002-2009
DATE SUBMITTED: June 9, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTIONS: DOES THE VILLAGE BOARD WISH TO AUTHORIZE DEPUTY TREASURER SCHMITT TO WORK WITH THE VILLAGE'S AUDITORS TO DOCUMENT THE NOW UNCOLLECTABLE DELINQUENT PERSONAL PROPERTY TAX BILLS FROM 2002-2009 IN THE AMOUNT OF \$9,615.64?

ISSUE SUMMARY:

During our 2015 audit, Kerber Rose and Associates asked that one of the things our Board should address in the new year is the old delinquent personal property taxes owed to the Village. The Village currently has delinquent personal property taxes dating back to 2002. Many of these businesses have either moved out of the Village or have completely dissolved. Therefore, the likelihood of collecting on these taxes is highly unlikely.

Wisconsin State Statutes dictate that the statute of limitations for the collection of past debts is six (6) years from the original delinquent date. Therefore, those debts dating back beyond 2010 are past the prescribed statute of limitations and the Village or any collection agency operating on the Village's behalf no longer have the legal authority to collect on the same. Staff is recommending the Village Board authorize the Deputy Treasurer to work with the Village's auditor to formally document debts prior to 2010 as uncollectable pursuant to Wisconsin State Statutes. Going forward, based on the recommendation of the Village's auditors, this matter will be brought before the Board so that the most current information on delinquent personal property taxes are kept on file.

The uncollectable amount of delinquent personal property bills from 2002-2009, in total, is \$9,615.64.

FISCAL IMPACT:

REVIEWED BY: Kathleen Schmitt
Village Deputy Treasurer

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

ATTACHMENTS:

1. Email with Michele Gallun from the Waukesha County Department of Administration Collection Division
2. Email with Jackie Nielson, Senior Accountant Kerber Rose and Associates
3. List of Village of Richfield Delinquent Personal Property Taxes from 2002-2015

STAFF RECOMMENDATION:

Motion to authorize Deputy Treasurer Schmitt to work with the Village auditors to formally document the uncollectable delinquent personal property tax bills amounting to no more than \$9,615.64 for the years of 2002-2009.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7h

MEETING DATE: June 16, 2016

SUBJECT: Personal Property Tax Bills from 2002-2009

DATE SUBMITTED: June 9, 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. _____

KateLynn Schmitt

From: Gallun, Michele <MGallun@waukeshacounty.gov>
Sent: Monday, June 06, 2016 11:47 AM
To: KateLynn Schmitt
Subject: RE: RFI & CONTRACT Village of Richfield.doc

Good morning,

Yes, that is correct. The Collection Division has a program in which our clients can access their information on-line, including reporting payments, new referrals, adjustments and various collection reports. Once the contract is signed, I can schedule a date/time that we can get together for training (usually about 30-60 minutes) and answer any further questions you may have.

Thank you.

Michele Gallun
Lead Senior Collection Specialist
Waukesha County Collection Division
515 W. Moreland Blvd. Rm 348
Waukesha, WI 53188
Phone: 262-548-7063 Fax: 262-548-7856
mgallun@waukeshacounty.gov

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From: KateLynn Schmitt [mailto:KateLynn@richfieldwi.gov]
Sent: Monday, June 06, 2016 11:34 AM
To: Gallun, Michele <MGallun@waukeshacounty.gov>
Subject: RE: RFI & CONTRACT Village of Richfield.doc

Hi Michele,

I hope you're having a great start to your week so far! Thanks for following up with this information. I think our plan is going to be to utilize your services starting July 1st of this year. Since we have outstanding delinquent property taxes from 2002 I want to make sure as I'm collecting all of the information you need I'm only doing it for the accounts you'll need to collect on. The statute of limitations if I remember what you said is six years so it would be the delinquent accounts from 2010 on correct?

KateLynn

KateLynn Schmitt
Administrative Services Coordinator/Deputy Treasurer
Village of Richfield
katelynn@richfieldwi.gov
262.628.2260

KateLynn Schmitt

From: Jacqueline Nielson <jackie.nielson@kerberrose.com>
Sent: Tuesday, June 07, 2016 9:19 AM
To: KateLynn Schmitt
Subject: RE: Delinquent PP Taxes

Hi KateLynn,

Thank you, my family and I are coping.

Yes, you will need board approval to write off the uncollectible amount. Once you have the approval you would credit the delinquent personal property account and debit miscellaneous expense.

I am not aware of any of my clients that have a written policy related to writing off delinquent personal property taxes. I will ask my coworkers if any of their clients have one.

Thanks,

Jackie Nielson
Senior Accountant



115 E. Fifth Street
Shawano, WI 54166
P: 715.526.9400 Ext. 225 | C: 715.851.1204
F: 715.524.2599
jackie.nielson@kerberrose.com | www.kerberrose.com

From: KateLynn Schmitt [mailto:KateLynn@richfieldwi.gov]
Sent: Monday, June 06, 2016 3:08 PM
To: Jacqueline Nielson
Subject: Delinquent PP Taxes

Hi Jackie,

I was so sorry to hear about your loss. I hope you and your family are doing well.

I do have a Village related question. Starting July 1st I'm going to contract with Waukesha County's Department of Administration Collection Division to manage the collection of some of our outstanding Personal Property tax bills. The individual I'm working with has said the statute of limitations is up for anything we have not collected on in the past six (6) years. When I compared that to what we have outstanding it appears as though \$9,615.64 is outstanding from before 2010 and uncollectable. I was wondering how I might go about writing this off, and if I need to prepare a resolution or get board approval to do so. I also thought it might be a good idea to draft a policy that spells this out for future administrations. Have you seen anything like that before?

Thanks for your help!

KateLynn

June 2016

Personal Property Taxes 2002-2015

	Charge Backs	Collection Agency	Collections Collected	Chargebacks Collected	Village Portion	Tax Paid	BALANCE	Interest Paid	Balance Write-off
2002									
Advance Building	371.38		371.38				371.38		
JB Builders	87.45		87.45				87.45		
Mancco LLC	131.17		131.17				131.17		
Melinski Family Practice	306.08		306.08				306.08		
	1/31/2003	896.08	0	0	0	0	896.08		
2003									
Advance Building	447.92		447.92				447.92		
JB Builders	125.69		125.69				125.69		
Mancco LLC	150.84		150.84				150.84		
Melinski Family Practice	335.17		335.17				335.17		
Midwest Powder	164.23						164.23		
Phoenix/Amnesia	418.98						418.98		
	1/31/2004	1642.83					1642.83		0
2004									
Advance Building	605.94		651.34				605.94		
JB Builders	165.68		178.08				165.68		
Mancco LLC	198.83		213.73				198.83		
Melinski Family Practice	414.20		445.25				414.20		
Lynn Loeffel	6.63		7.08				6.63		
		1391.28	1495.48		0		1391.28		0
2005									
Craden Manufacturing	35.25		35.25				35.25		
JB Builders	234.12		234.12				234.12		
Lynn Loeffel	12.21		12.21				12.21		
		281.58	281.58		0		281.58		
2006									
Advance Building	765.16						765.16		
Craden Manufacturing	54.94		54.94				54.94		
Hobby Depot	2170.69	2170.69			1795.1		375.59		
JB Builders	343.45		343.45				38.98		
Lynn Loeffel	27.82		27.82				27.82		
RiteWay Grading	1947.68		1947.68	1521.53			426.15		
Schuster Surveying	961.62		961.62				961.62		
Gregg Wilfer	371.45	371.45			341.32		30.13		
		6642.81	3335.51		2136.42		2680.39		
2007									
Craden Manufacturing	91.53		91.53		43.27		48.26		
RiteWay Grading	2292.08		2292.08				2292.08		
Star Motor Cars	64.72		64.72				64.72		
Wood Law Office	134.83		134.83				134.83		
		2583.16	2583.16		0		2539.89		

June 2016

2008					
Divine Ink Tattoo	106.03		77.06		28.97
Prill Auto Body	486.36		249.55		90.57
	592.39				119.54
2009					
Assured Design LLC	64.05		64.05		64.05
Flatley Corp	714.72		714.72		0.00
	778.77			0	0
					64.05

June 6th, 2016

State Statute only allow the collection of the previous 6 years must write off anything before 2010

9,615.64

2010

Color Creations	71.95		76.66		51.11	-
Color Creations, 3090 Polk Street #2, Richfield, WI 53076 (262)470-6546						
Country Foulks Dog Grooming	71.97				71.97	-
1109 Winnebago Road W, Hubertus, WI 53033 (262)623-6662						
Craden Manufacturing	604.09					604.09
1961 State Hwy 175, PO Box 116, Richfield, WI 53076 (262)628-3210						
Flatley Corp	646.45		192.78			453.67
2220 Stonebridge Road, West Bend, WI 53095 (262)335-3625						
Garretts Landscaping	1375.36					1,375.36
Wood Law Office	12.64					12.64
Everett Wood, 1239 STH 175, Hubertus, WI 53033 (262)628-0663						
	2782.46					

2011

			192.78			2,445.76
Color Creations	88.12					88.12
Color Creations, 3090 Polk Street #2, Richfield, WI 53076 (262)470-6546						
Craden Manufacturing	880.39					880.39
1961 State Hwy 175, PO Box 116, Richfield, WI 53076 (262)628-3210						
Hometown Café & Coffee	353.83		635.53			-281.7 chargeback
2938 Hubertus Road, Hubertus, WI 53033 (262)628-8600						
Premier Ceiling System	14.79					14.79
Andrew Matheson, 2264 N. 106th Street, Wauwatosa, WI 53226						
Scenic View Maintenance	4123.09		3,074.59			1048.5
981 Hillside Road, Hubertus, WI 53033 (262)623-6077						

Superior Glass Block	8.27		8.27
4186 Swindon Hill, Richfield, WI 53076 (262)628-8906			
Victory Steel Supply	547.06	494.77	52.29 chargeback
3040 Helsan Drive, Richfield, WI 53076 (262)677-2200			
Wood Law Officew	10.81		10.81
Everett Wood, 1239 STH 175, Hubertus, WI 53033 (262)628-0663			

1,821.47

2012

Country Foulks Dog Groom	72.28		72.28
1109 Winnebago Road W, Hubertus, WI 53033 (262)623-6662			
Craden Manufacturing	904.42		904.42
1961 State Hwy 175, PO Box 116, Richfield, WI 53076 (262)628-3210			
Little Hands Child Care	849.2	566.16	283.04
1274 State Hwy 175, Hubertus, WI 53033 (262)628-7682			
Scenic View Maintenance	2906.56	2089.45	
981 Hillside Road, Hubertus, WI 53033 (262)623-6077			

4732.46

1,187.46

2013

Color Creations	115.27		115.27
Color Creations, 3090 Polk Street #2, Richfield, WI 53076 (262)470-6546			
Flatley Corp	324.94		324.94 New Ownership
2220 Stonebridge Road, West Bend, WI 53095 (262)335-3625			
Froggies Child	200.73		200.73
3289 Endeavor Drive, Rick (262)628-8200			
Hillside Service	495.13	359.57	135.56
1285 Morgan Drive, Hubertus, WI 53033 (262)628-2806			
Little Hands Child Care	846.36		846.36
1274 State Hwy 175, Hubertus, WI 53033 (262)628-7682			
Momentum Health Club	2196.62	400.00	1596.62
Mary Butler, PO Box 307, Richfield, WI 53076 (414)793-6050			
Neu	42.83		42.83
4777 Stevens Drive, Hubertus, WI 53033 (262)628-2857			
Scenic View Maintenance	2476.76		2476.76
981 Hillside Road, Hubertus, WI 53033 (262)623-6077			
Wood Law Office	15.52		15.52
Everett Wood, 1239 STH 175, Hubertus, WI 53033 (262)628-0663			

6714.16

5,754.59

2014

Capelli's Easel	17.26	17.26
3760 Hubertus Road, Hubertus, WI 53033 (262)628-0211		
Color Creations	111.43	111.43
Color Creations, 3090 Polk Street #2, Richfield, WI 53076 (262)470-6546		
Craden Manufacturing	22.59	22.59
1961 State Hwy 175, PO Box 116, Richfield, WI 53076 (262)628-3210		
Flatley Corp.	296.49	296.49
2220 Stonebridge Road, West Bend, WI 53095 (262)335-3625		
Froggies Child Development	189.04	189.04
3289 Endeavor Drive, Richfield, WI 53076 (262)628-8200		
Little Hands Child Care	797.29	797.29
1274 State Hwy 175, Hubertus, WI 53033 (262)628-7682		
Momentum Health Club	2257.62	2,257.62
Mary Butler, PO Box 307, Richfield, WI 53076 (414)793-6050		
Quarry Tools & Consignment	69.11	69.11
1292 State Hwy 175, Hubertus, WI 53033 (262)628-9032		
Scenic View Maintenance	2332.45	2,332.45
981 Hillside Road, Hubertus, WI 53033 (262)623-6077		
	6093.28	6,093.28

2015 Color Creations	113.26	113.26
Color Creations, 3090 Polk Street #2, Richfield, WI 53076 (262)470-6546		
Craden Manufacturing	28.99	28.99
1961 State Hwy 175, PO Box 116, Richfield, WI 53076 (262)628-3210		
Flatley Corp.	293.01	293.01
2220 Stonebridge Road, West Bend, WI 53095 (262)335-3625		
Froggies Child Development	186.83	186.83
3289 Endeavor Drive, Richfield, WI 53076 (262)628-8200		
Little Hands Child Care	527.14	527.14
1274 State Hwy 175, Hubertus, WI 53033 (262)628-7682		
Momentum Health Club	1680.24	1,680.24
Mary Butler, PO Box 307, Richfield, WI 53076 (414)793-6050		
Quarry Tools & Consignment	71.16	71.16
1292 State Hwy 175, Hubertus, WI 53033 (262)628-9032		
Rep 1 & Associates	30.9	30.90
1011 N Mayfair Road #302, Wauwatosa, WI 53226/627 Highland Drive, Colgate, WI 53017 (262)628-4016		
Scenic View Maintenance	2307.83	2,307.83
981 Hillside Road, Hubertus, WI 53033		

Assessor Mistake

Worked out deal \$100.00/month

262)623-6077

The Range of Richfield

8218.51

8,218.51 Will pay the remainder before July 31st

13,457.87

30,760.43

26,918.20

7i



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7i

MEETING DATE: June 16, 2016

SUBJECT: Annual License and Permit Renewals

DATE SUBMITTED: June 8, 2016

SUBMITTED BY: Laura Johnson, Deputy Clerk

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO RENEW AND/OR PERMIT THE ANNUAL BUSINESS LICENSES IN THE VILLAGE?

ISSUE SUMMARY:

Each year liquor, cigarette, coin-operated machines, target and trapshooting licenses, and unenclosed premise permits expire on June 30th. All applicants included in this packet have filled out the proper forms and paid all applicable fees.

Deputy Michael Anderson has reviewed all of the beer, wine, liquor and operator renewals and has expressed no reservations in granting these permits.

This year there has been a few abnormalities with our liquor licensing which should be discussed. Ms. Donna Loew (Donna's Tap) passed away in 2015 and the manager of her estate has transferred the license into her name. She has applied to renew the license for Donna's Tap. The property, located at 640 Plat Road, is also currently for sale. "TCH Holding" has also applied as a new licensee (see Communication Form New Liquor license applications). Mr. Thomas Schmidt has reapplied to hold a Seller's Permit for the restaurant formerly known as Amici's. The Olde Mill Inn relinquished their liquor license to the Village in May. Tonight you considered a new business at the same location, the "Richfield Road House", which will be going into the building (see Communication Forms related to their petitioned new Liquor License applications and Conditional Use Permit applications). At the May 19, 2016 Village Board meeting, the Holy Hill Art and Farm Market was granted a "Class B" Liquor license for the month of June. The applicant, Ms. Kristine Jacklin, intends on renewing for the 2016-17 licensing year.

Please note, Staff has received 22 applicants for the 2016-17 Licensing year and the Village of Richfield has only 21 regular licenses available. However, there are three (3) reserve licenses still available for the one-time price of \$10,000. These reserve licenses by State Statute can be no less than \$10,000. Prior to this year, that money could have been "rebated" to the business owner in the form of an economic stimulus grant, but unfortunately the Wisconsin State Legislature took that ability away from local governments. Therefore, one business who has applied for a license will need to pay the \$10,000 fee required by State Statutes.

The unenclosed premise permits have been reviewed by the Building Inspector Joel Jaster, Lieutenant Tony Burgard of the Richfield Volunteer Fire Company and Deputy Michael Anderson per the Village's ordinance. The Building Inspector has provided Staff with a number of his comments and he is requesting a 'conditional approval' be issued for both Terrace 167 and the Richfield Roadhouse. Prior to the issuance of this permit, Mr. Jaster would like to ensure they receive an 'Occupancy Permit' after the renovations have been completed and deemed to be code compliant. Also, Mr. Jaster did not feel comfortable issuing an unenclosed premise permit for Sloppy Joe's Saloon and Spoon for a seating area along Hubertus Road. This area is inside the Village's right-of-way. Mr. Jaster is requesting the Village only allow an unenclosed premise permit for Sloppy Joe's Saloon and Spoon under the tented area directly east of his principal place of business.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7i

MEETING DATE: June 16, 2016

SUBJECT: Annual License and Permit Renewals
DATE SUBMITTED: June 8, 2016
SUBMITTED BY: Laura Johnson, Deputy Clerk

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

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

ATTACHMENTS:

1. List of beer, wine, liquor, cigarette, coin operated, target and trapshooting licenses, and list of unenclosed premise permits
2. Applications for renewals of each
3. Letter dated June 2, 2016 from Deputy Anderson
4. Letter dated June 6, 2016 from Lieutenant Burgard
5. Email dated June 8, 2016 from Building Inspector Joel Jaster

STAFF RECOMMENDATION:

Motion to approve the 2016-2017 cigarette, coin operated, target and trapshooting licenses, beer, wine, liquor, renewal licenses per the attached list, per the attached list and subject to the final review and approval by the Village's Administrator and the Village Attorney and to approve the 2016-2017 unenclosed premise permits per the attached list subject to the following Specific Conditions of Approval:

Specific Conditions of Approval:

1. "Terrace 167" and "Richfield Roadhouse" receive Occupancy Permits from the Village's Building Inspector
2. Sloppy Joe's Saloon and Spoon shall only be granted an unenclosed premise permit for the area directly east of the building and in no case shall intoxicating beverages be consumed or shall patrons dine on Hubertus Road inside the Village's right-of-way.

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. _____

L16-

Name	Full name of Corp, LLC, or Business	Name of Owner/Agent	Owner/ Agent	Address	City	Zipcode	Type of license
1 Alpine Retreat	C&S Corporation	Stephen Petrie	Agent	1380 Friess Lake Road	Hubertus	53033	Combination "Class B"
2 Amici's	TCS Holding Inc.	Thomas Carter Schmitt	Agent	1872 Hwy 175	Richfield	53076	Combination "Class B"
3 Arrowhead Golf Course	Arrowhead Golf LLC	Patricia Krueger	Agent	3468 State Road 167	Richfield	53076	Combination "Class B"
4 Bilda's Friess Lake Pub	Bilda's Friess Lake Pub & Market LLC	Robert Bilda	Agent	4493 Hwy 167	Hubertus	53033	Combination "Class B"
5 Copper Dock, The	Lefflers LLC	Timothy Patrick Leffler	Agent	1474 E. Friess Lake Drive	Hubertus	53033	Combination "Class B"
6 Donna's Tap-Loew's Tavern	Donna's Tap-Loew's Tavern	Janet Wieting	Personal Rep	640 Plat Road	Colgate	53017	Combination "Class B"
7 EJ's	EJ's on Bark Lake LLC	Shelly Serchen	Agent	3535 S. Shore Drive	Hubertus	53033	Combination "Class B"
8 Fat Charlie's	Fat Charlie's LLC	Sandra Burkhardt	Agent	1907 Hwy 175	Richfield	53076	Combination "Class B"
9 Fox & Hounds, The	Masters Constantineau, Inc.	Thomas J. Masters	Agent	1298 Friess Lake Road	Hubertus	53033	Combination "Class B"
10 Hairy Lemon Irish Pub, The	Hairy Lemon Inc.	Hayley H. Klingele	Agent	2102 State Road 164	Richfield	53076	Combination "Class B"
11 Johnny Manhattan's	Cars & Bars of Wisconsin, Inc.	Nancy M. Manhattan	Agent	3718 Hubertus Road	Hubertus	53033	Combination "Class B"
12 Kettle Hills Golf Course	Zimmermann's Kettle Hills Golf Course, Ltd.	Dwight Zimmermann	Agent	3375 Hwy 167 W	Richfield	53076	Combination "Class B"
13 Logger's Park & Terrace 167	Logger's Park LLC	John Bogues	Agent	1751 Hwy 175	Richfield	53076	Combination "Class B"
14 Richfield Roadhouse	Badhusker LLC	Lisa Wirkkula	Agent	1953 Hwy 175	Richfield	53076	Combination "Class B"
15 Pioneer Bowl	Pioneer Bowl Inc.	Daniel Goetz	Agent	1801 State Road 175	Richfield	53076	Combination "Class B"
16 Sawmill Inn	GSB Management LLC	George Boggs	Agent	1729 Wolf Road	Richfield	53076	Combination "Class B"
17 Sloppy Joe's Saloon & Spoon	Integrity Investments SJSS LLC	Joe Hennes	Agent	3723 Hubertus Road	Hubertus	53033	Combination "Class B"
18 Sterling Chalet	The Sterling Chalet LLC	Heidi Mc Kenna	Agent	1271 Hwy 175	Hubertus	53033	Combination "Class B"
19 Uncle Johnny's	Uncle Johnny's Inc.	John Bernard Gorecki	Agent	4600 Hwy Q	Colgate	53017	Combination "Class B"
20 Wally & Bees Last Stop Resort	Wally & Bee's Last Stop Resort	Ann Palmer	Owner	1571 Lake Drive	Hubertus	53033	Combination "Class B"
21 La Cabana	La Cabana AC LLC	Lucia Cortez	Agent	3052 Hubertus Road	Hubertus	53033	Combination "Class B"
Holy Hill Art Farm	Holy Hill Market LLC	Kristine Jacklin	Agent	4958 Hwy 167		53033	Combination "Class B"
LA16-: Fox Bros. Piggly Wiggly	Fox Bros. Piggly Wiggly, Inc.	Lori M. Byom Fox	Agent	1234 Hwy 175	Hubertus	53033	Combination "Class A"
LA16-: Richfield Liquor	Brothers Davis LLC	James Davis	Agent	1296 Hwy 175	Hubertus	53033	Combination "Class A"
LB16-: Carol Ann's Pizza	CMB3 & L, Inc.	Debra A. Baumgartner	Agent	2935 Hubertus Road	Hubertus	53033	Class "B" Beer
LB16-: Daniel Boone Conservation League	Daniel Boone Conservation League, Inc.	Christopher Lay	Agent	4694 Hwy 167	Hubertus	53033	Class "B" Beer
LC16-: Daniel Boone Conservation League	Daniel Boone Conservation League, Inc.	Christopher Lay	Agent	4694 Hwy 167	Hubertus	53033	"Class C" Wine

*Combination "Class B" is liquor and beer served

*Combination "Class A" is liquor and beer sold in original packaging

Cigarette Licenses July 1, 2016-June 30, 2017

C16	DBA	Full name of Corp, LLC, or Business	Name of Owner/Agent	Owner/Agent	Address	City	State	Zip	OTC or Vend
1	Country Mart	J&M, LTD	John Kruepie	Agent	P. O. Box 477	Jackson	WI	53037	OTC
2	EJ's	EJ's on Bark Lake, LLC	Shelly Serchen	Owner	3535 S. Shore Drive	Hubertus	WI	53033	OTC
3	Kettle Hills Golf Course	Kettle Hills Golf Course	Dwight Zimmermann	Agent	3375 Hwy 167 W	Richfield	WI	53076	OTC
4	Lake Five Mobil LLC	Lake Five Mobil LLC	Jeff Ertl	Agent	4522 Hwy Q	Colgate	WI	53017	OTC
5	Fox Bros. Piggly Wiggly, Inc.	Fox Bros. Piggly Wiggly, Inc.	Lori M. Byom Fox	Agent	1234 Hwy 175	Hubertus	WI	53033	OTC
6	Pioneer Bowl	Pioneer Bowl	Daniel Goetz	Owner	1801 State Road 175	Richfield	WI	53076	OTC
7	Richfield Liquor	Brothers Davis LLC	James Davis	Agent	1296 Hwy 175	Hubertus	WI	53033	OTC
8	Richfield Truck Stop	Truckers & Travelers Restaurant, Ltd.	Mike McLean	Agent	2900 State Hwy 167	Richfield	WI	53076	OTC
9	Wally & Bees Last Stop Resort	Wally & Bees Last Stop Resort	Ann Palmer	Owner	1571 Lake Drive	Hubertus	WI	53033	OTC
10	Citgo	1306 Highway 175 Enterprises Hubertus, Inc.	David Schwartz	Owner	1306 State Road 175	Hubertus	WI	53033	OTC

Unenclosed Premise Permit July 1, 2016 - June 30, 2017
U16

DBA	Full name of Corp, LLC, or Business	Name of Owner/Agent	Address	City	State	Zip
1 Arrowhead Golf Course	Arrowhead Golf Course, LLC	Patricia Krueger	3468 State Road 167	Richfield	WI	53076
2 Bilda's Friess Lake Pub	Bilda's Friess Lake Pub & Market LLC	Robert Bilda	4493 Hwy 167	Hubertus	WI	53033
3 Copper Dock, The	Lefflers, LLC	Timothy Patrick Leffler	1474 E. Friess Lake Drive	Hubertus	WI	53033
4 Daniel Boone Conservation League, Inc.	Daniel Boone Conservation League, Inc.	Christopher Lay	4694 Hwy 167	Hubertus	WI	53033
5 EJ's	EJ's on Bark Lake, LLC	Shelly Serchen	3535 S. Shore Drive	Hubertus	WI	53033
6 Fox & Hounds, The	Masters Constantineau, LLC	Thomas J. Masters	1298 Friess Lake Road	Hubertus	WI	53033
7 The Hairy Lemon Irish Pub	Hairy Lemon Inc.	Hayley H. Klingele	2102 Hwy 164	Richfield	WI	53076
8 Holy Hill Art Farm	Holy Hill Market, LLC	Kristine Jacklin	4958 Hwy 167	Hubertus	WI	53033
9 Johnny Manhattan's	Cars & Bars of Wisconsin, Inc.	Nancy M. Manhattan	3718 Hubertus Road	Hubertus	WI	53033
10 Kettle Hills Golf Course	Kettle Hills Golf Course	Dwight Zimmermann	3375 Hwy 167 W	Richfield	WI	53076
11 La Cabana	La Cabana AC, LLC	Lucia Cortez	3052 Hubertus Road	Hubertus	WI	53033
12 Logger's Park & Terrace 167	Logger's Park	John Bogues	1751 Hwy 175	Richfield	WI	53076
13 Pioneer Bowl	Pioneer Bowl	Daniel Goetz	1801 State Road 175	Richfield	WI	53076
14 Richfield Roadhouse	BadHusker, LLC	Lisa Wirkkula	1953 Hwy 175	Richfield	WI	53076
15 Sawmill Inn	GSB Management, LLC	George Boggs	1729 Wolf Road	Richfield	WI	53076
16 Sloppy Joe's Saloon & Spoon	Integrity Investments, SJSS,LLC	Joe Hennes	3723 Hubertus Road	Hubertus	WI	53033
17 Sterling Chalet	The Sterling Chalet, LLC	Heidi Mc Kenna	1271 Hwy 175	Hubertus	WI	53033
18 Uncle Johnnys	Uncle Johnnys	John Gorecki	4600 Hwy Q	Colgate	WI	53017
19 Wally & Bee's Last Stop Resort	Wally & Bees Last Stop Resort	Ann Palmer	1571 Lake Drive	Hubertus	WI	53033

Coin Operated Machine Licenses July 1, 2016-June 30, 2017

V16

	DBA	Full name of Corp, LLC, or Business	Name of Owner/Agent	Address	City	# of Machines
1	Alpine Retreat	C&S Corporation	Stephen Petrie	1380 Friess Lake Road	Hubertus	3
2	Arrowhead Golf Course	Arrowhead Golf, LLC	Patricia Krueger	3468 State Road 167	Richfield	3
3	EJ's	EJ's on Bark Lake, LLC	Shelly Serchen	3535 S. Shore Drive	Hubertus	8
4	Fat Charlie's	Fat Charlie's, LLC	Sandra Burkhardt	1907 Hwy 175	Richfield	9
5	Hairy Lemon, The	The Hairy Lemon Inc.	Hayley H. Klingele	2102 State Road 164	Richfield	7
6	La Cabana	La Cabana AC, LLC	Lucia Cortez	3052 Hubertus Road	Hubertus	4
7	Logger's Park	Logger's Park, LLC	John Bogues	1751 Hwy 175	Hubertus	4
8	Richfield Roadhouse	BadHusker, LLC	Lisa Wirkkula	1953 Hwy 175	Richfield	10
9	Fox Bros. Piggly Wiggly, Inc.	Fox Bros. Piggly Wiggly, Inc.	Lori M. Byom Fox	1234 Hwy 175	Hubertus	1
10	Pioneer Bowl	Pioneer Bowl	Daniel Goetz	1801 State Road 175	Richfield	17
11	Sloppy Joe's Saloon & Spoon	Integrity Investments, SJSS,LLC	Joe Hennes	3723 Hubertus Road	Hubertus	2
12	Richfield Truck Stop	Truckers & Travelers Restaurant, Ltd	Mike McLean	2900 Hwy 167 W	Richfield	2
13	Truckers & Travelers Plaza	Truckers & Travelers Restaurant	Geogios Dalamaugas	2900 Hwy 167 W	Richfield	7
14	Uncle Johnny's	Uncle Johnny's	John Bernard Gorecki	4600 Hwy Q	Colgate	10
15	Wally & Bees Last Stop Resort	Wally & Bees Last Stop Resort	Ann Palmer	1571 Lake Drive	Hubertus	7
16	Cabela's	Cabela's	Christine Gradecki	One Cabela Way	Richfield	3

Target and Trapshooting Licenses July 1, 2016-June 30, 2017

T16-

DBA	Full name of Corp, LLC, or Business	Name of Owner/Agent	Owner/Agent	Address	City
1 Daniel Boone Conservation League	Daniel Boone Conservation League	Alan Richter	Applicant	4694 State Hwy 167	Hubertus
2 YMCA Camp Minikani	YMCA Metropolitan Milwaukee	Tom Cramer	Applicant	875 Amy Belle Road	Hubertus
3 The Range of Richfield, LLC	The Range of Richfield, LLC	James Babiasz	Applicant	3026 Helsan Drive	Richfield

2016-2017 Applications

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For Village Trustees Only

7 j



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7j

MEETING DATE: June 16, 2016

SUBJECT: New Business License Applications
DATE SUBMITTED: June 9, 2016
SUBMITTED BY: Laura Johnson, Deputy Clerk

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE A NEW COMBINATION "CLASS B" LICENSE FOR "TCH HOLDING" D/B/A "AMICI'S" AND A NEW A COMBINATION "CLASS B" LICENSE, UNENCLOSED PREMISE PERMIT AND COIN-OPERATED LICENSE FOR BADHUSKER, LLC DBA RICHFIELD ROADHOUSE?

ISSUE SUMMARY:

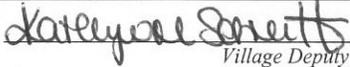
All applicants included in this packet have filled out the proper forms and paid all applicable fees.

Mr. Thomas Schmidt, owner of the property at 1872 Hwy 175, is currently in the process of selling his business, the former Amici's. Last year he did not obtain a liquor license from the Village, ergo the reason why his application for 2016-2017 is now considered "new". "TCH Holding" is the legal entity which owns the former Amici's site but it is currently a non-operational.

Ms. Lisa Wirkkula, owner of the property at 1953 Hwy 175, will be taking over the building and opening the Richfield Roadhouse, a Conditional Use Permit petition you considered earlier tonight. Ms. Wirkkula has applied for a Combination "Class B" License to sell beer, wine and liquor. She has also applied for an Unenclosed Premise Permit, Coin-Operated License and Operator's License. The former business owner, Mr. Robert Lawien, relinquished his "Class B" Combination Liquor License to the Village in May when he ceased operations on-site.

Deputy Michael Anderson has reviewed the Operator's License applications for both Mr. Thomas Schmidt and for Ms. Lisa Wirkkula and has approved the applications to be agents for the businesses.

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

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

ATTACHMENTS:

1. Application for Alcohol Beverage Retail License Application and Auxiliary Questionnaire from TCS Holding
2. Application for Alcohol Beverage Retail License Application and Auxiliary Questionnaire from Badhusker, LLC., d/b/a Richfield Roadhouse to include an Unenclosed Premise Permit and Coin-Operated Machine Application
3. Memo dated June 2, 2016 from Deputy Anderson.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7j

MEETING DATE: June 16, 2016

SUBJECT: New Business License Applications
DATE SUBMITTED: June 9, 2016
SUBMITTED BY: Laura Johnson, Deputy Clerk

STAFF RECOMMENDATION:

Motion to approve the July 1, 2016 – June 30, 2017 Class “B” Retailer’s Fermented Malt Beverage License and “Class B” Intoxicating Liquor License for both Mr. Thomas Schmidt, agent of TCH Holding for the property located at 1872 STH 175 (Amici’s Restaurant) and for Ms. Lisa Wirkkula, agent of Badhuster, LLC (Richfield Roadhouse) for the property located at 1953 STH 175 along with the petitioned Unenclosed Premise Permit and Coin-Operated Machine Permit described in the attachments contained herein.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



Village Staff Member

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

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



Village Administrator

2016-2017 Applications

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For Village Trustees Only

7 k



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7K

MEETING DATE: June 16, 2016

SUBJECT: Picnic Licensing
DATE SUBMITTED: June 8, 2016
SUBMITTED BY: Laura Johnson, Deputy Clerk

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE PICNIC LICENSES FOR THE VARIOUS COMMUNITY GATHERINGS IN 2016?

ISSUE SUMMARY:

Pursuant to Section 110-3, Class "B" picnic licenses are required to be approved by the Village Board. This year we received applications for the following events:

- Richfield Volunteer Fire Company – Richfield Days
- Richfield Days Parade Committee – Richfield Day Parade Fish Fry
- Richfield Historical Society – Richfield Art at the Mill

FISCAL IMPACT:

REVIEWED BY: Karlyn Smith
Village Deputy Treasurer

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

ATTACHMENTS:

1. Class "B" Picnic License Applications (3)
2. Memo dated June 2nd and 8th 2016 from Deputy Anderson
3. Village Code, Section 110-3(C) – Licenses

STAFF RECOMMENDATION:

Motion to approve the petitioned Class "B" picnic licenses for the Richfield Volunteer Fire Company, Richfield Days Parade Committee, and the Richfield Historical Society.

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. _____

Picnic Licenses

P16-

	Name	Name of Organizer	Address	City	State	Zip	Type of Event	Date(s)	Type of license
1	Richfield Historical Society	Frank Carr	Historical Park, P.O. Box 268	Richfield	WI	53076	Art Fair	July 23, 2016	Class "B" Beer & Class "C" Wine
2	Richfield Days Parade	Tom Lechner	1950 State Road 164	Richfield	WI	53076	Parade & Festival Fish Fry	August 26, 2016	Class "B" Beer
3	Richfield Volunteer Fire Company	Don Leiningner	2008 Hwy 175	Richfield	WI	53076	Festival	August 26-28, 2016	Class "B" Beer

Village of Richfield, WI
Tuesday, June 7, 2016

Chapter 110. Alcohol Provisions and Licensing

§ 110-3. Licenses.

[Amended 7-21-2011 by Ord. No. 2011-7-2^[1]]

- A. Required. Licenses and permits may be issued by the Village Clerk or designee under the authority of the governing body after payment of the appropriate fees and satisfaction of all conditions, which when so issued shall permit the holder to sell, deal or traffic in alcoholic beverages as provided in Ch. 125, Wis. Stats.
- B. Fees. The license fees shall be set by the Village fee schedule.
- C. Types of licenses.
 - (1) There shall be the following classes and denominations of licenses which, when issued by the Village Clerk or designee under the authority of the Village Board after payment of the fee specified in the Village fee schedule, shall permit the holder to sell, deal or traffic in intoxicating liquor or fermented malt beverages as provided in §§ 125.17, 125.25, 125.26, 125.28 (1) and (2) and 125.51(2), (3) and (3m), Wis. Stats.:
 - (a) Class "A" fermented malt beverages license: fee for less than 12 months shall be prorated.
 - (b) Class "B" fermented malt beverages license: fee for less than 12 months shall be prorated.
 - (c) Class "B" picnic license under § 125.26(6), Wis. Stats.
 - (d) "Class A" intoxicating liquor license: fee for less than 12 months shall be prorated.
 - (e) "Class B" intoxicating liquor license: fee for less than 12 months shall be prorated.
 - (f) Reserve "Class B" liquor license.
 - (g) "Class C" wine license: fee for less than 12 months shall be prorated.
 - (h) Provisional retail license.
 - (i) Operator's license. The license shall be nonrefundable if the license is not issued.
 - (j) Provisional operator's license.
 - (k) Temporary operator's license.
 - (2) A license may be issued on or after July 1 in any license year. The license shall expire on the following June 30. Licenses valid for six months may be issued at any time. The fee for the license shall be 50% of the annual license fee. The license may not be renewed during the calendar year in which it is issued.
 - (3)

License fees shall be established by resolution by the Village Board from time to time and added to the comprehensive fee schedule.

- D. Conditions and restrictions. In addition to the requirements imposed by the statutes adopted by reference in § 110-1, the following conditions and restrictions shall apply to the issuance of licenses or permits pursuant to this chapter:
- (1) Review prior to approval. No license or permit shall be issued to any person, officer, or director of a corporation unless the application therefor shall first have been reviewed.
 - (2) Tax delinquencies. No license shall be granted for operation on any premises upon which taxes or assessments are delinquent or other financial claims of the Village are unpaid.
 - (3) No license or permit provided for in this chapter shall be issued without the approval of the Village Board.
 - (4) Health and sanitation. No license shall be issued for any premises which does not conform to the sanitary, safety, and health requirements of the Department of Safety and Professional Services, State Department of Health Services, and all such ordinances and regulations adopted by the Village.
 - (5) Safety and sanitation requirements. Each licensed premises shall be maintained and conducted in a sanitary manner and shall be a safe and proper place for the purpose for which used.
 - (6) Posting required. Licenses or permits issued under this chapter shall be posted and displayed as provided in § 125.04(10), Wis. Stats., and any licensee or permittee who shall fail to post his license or permit as therein required shall be presumed to be operating without a license.
 - (7) Search of licensed premises. It shall be a condition of any license issued under this chapter that the licensed premises may be entered and inspected at any reasonable hour by any law enforcement officer or other authorized officer of the Village without any warrant, and the application for a license under this chapter shall be deemed a consent to this subsection. Any refusal to permit such inspection shall be deemed a violation of this chapter.
 - (8) Disorderly conduct. Each licensed premises shall at all times be conducted in an orderly manner, and no disorderly, riotous or indecent conduct shall be allowed at any time on any licensed premises.
 - (9) Wearing apparel. All persons involved in the operation of any licensed premises under this chapter, whether as licensee, member of the immediate family of the licensee, licensed operator, unlicensed operator under the supervision of the licensee or licensed operator, waiter, waitress, entertainer, dancer or any other employee, shall observe the following applicable minimum standards for such licensed premises:
 - (a) The costume, uniform, or attire of any female shall be of nontransparent material and must completely cover the breasts at all times. The lower portion of such costume, uniform, or attire must be of nontransparent material and completely cover the mons pubis, genitals and the buttocks at all times.
 - (b) The costume, uniform, or attire of any male shall be of nontransparent material and must completely cover the pubic area, genitals, and buttocks at all times.
 - (10) Effect of revocation of license. No license shall be issued for any premises if a license covering such premises has been revoked within six months prior to application. No license shall be issued to any person who has had a license issued pursuant to this chapter revoked within 12 months prior to application.

- (11) Violation by agents or employees. A violation of this chapter by a duly authorized agent or employee of a licensee shall constitute a violation of the licensee.
 - (12) Transfer of license. No license shall be transferable from person to person, except as provided by § 125.04(12)(b), Wis. Stats., or from place to place, except as provided in § 125.04(12)(a), Wis. Stats.
 - (13) Revocation for failure to pay fee. If a license or permit is approved under this chapter and the required fee is not paid within 60 days after the date of approval, such failure to pay shall be grounds for denial, suspension, revocation, or nonrenewal of the approval of the license or permit in accordance with the provisions of this chapter and the laws of Wisconsin.
 - (14) After-hours consumption prohibited. Consumption of alcohol beverages by any person, including any employee, on a licensed premises during hours when the premises are not open for business is prohibited.
 - (15) Nonuse of license. If a license or permit issued under this chapter is not used within 60 days after its issuance, or its usage is discontinued for a period of 60 days or more, such nonuse shall be grounds for denial, suspension, revocation or nonrenewal of the license or permit in accordance with the provisions of this chapter and the laws of Wisconsin.
- E. Retail "Class B" liquor license quota. The number of persons and places that may be granted a retail "Class B" liquor license under this chapter is limited as provided in § 125.51(4), Wis. Stats.
- F. Revocation, suspension, and refusal to renew.
- (1) Procedure. The provisions of § 125.12(2) and (3), Wis. Stats., shall be applicable to proceedings for the revocation, suspension and refusal to renew all licenses granted under this chapter. Revocation or suspension proceedings may be instituted by the Village Board upon its own motion by adoption of a resolution.
 - (2) Repossession. Whenever any license under this chapter shall be revoked or suspended pursuant to this section, it shall be the duty of the Village Clerk or designee to notify the licensee of such suspension or revocation and to notify the Washington County Sheriff's Department, who shall take physical possession of the license wherever it may be found and file it in the Village Clerk's office.
 - (3) Effect of revocation. Whenever any license shall be revoked, at least six months from the time of such revocation shall elapse before another license shall be granted for the same premises, and 12 months shall elapse before any other license shall be granted to the person whose license was revoked.
- G. Operator's license.
- (1) Procedure upon application.
 - (a) The Village Board may issue an operator's license, which license shall be granted only upon application, in writing, on forms to be obtained from the Village Clerk's office only to persons 18 years of age or older. Operator's licenses shall be operative only within the limits of the Village.
 - (b) All applications are subject to a background check by a licensing committee, comprised of the Village Clerk or designee, the Village President or his or her designee and the Washington County Sheriff's Deputy, to determine whether the applicant complies with all regulations, ordinances and laws applicable thereto. These authorities may conduct an investigation of the applicant, including but not limited to requesting information from the state, surrounding municipalities and/or any community where the applicant has

previously resided concerning the applicant's arrest and conviction record. Based upon such investigation, the authorities may recommend denial.

- (2) Duration. Operators' licenses issued under the provisions of § 110-1 shall be valid for a period of one year and shall expire on June 30 each year.
- (3) Issuance or denial of operator's license.
 - (a) After the Village licensing committee has recommended approval of the granting of an operator's license and the Village Board has approved the granting of an operator's license at a regular or special Village Board meeting, the Village Clerk or designee shall issue the license. Such licenses shall be issued and numbered in the order they are granted and shall give the applicant's name and address and the date of the expiration of such license.
 - (b) If the application is recommended for denial by the Village licensing committee, and the Village Board denies the license at a regular or special Village Board meeting, the Village Clerk or designee shall, in writing, inform the applicant of the denial, the reasons therefor, and of the opportunity to request a reconsideration of the application by the Village Board. A request for reconsideration must be made, in writing, to the Village Clerk or designee within 30 days, or the opportunity for reconsideration and appeal shall be waived. Upon receipt of a timely request, the Village Clerk or designee shall provide notice of the reconsideration hearing by registered mail to, or served upon, the applicant at least 10 days prior to the Board's reconsideration of the matter. At such reconsideration hearing, the applicant may present evidence and testimony as to why the license should be granted.
 - (c) If, upon reconsideration, the Board denies the application, the Village Clerk or designee shall notify the applicant, in writing, of the reasons therefor.
 - (d) Consideration for the granting or denial of a license will be based on:
 - [1] Arrest and conviction record of the applicant, subject to the limitations imposed by §§ 111.321, 111.322 and 111.335, Wis. Stats.
 - [2] The appropriateness of the location and the premises where the licensed business is to be conducted.
 - (e) If a licensee is convicted of an offense substantially related to the licensed activity, the Village Board may act to revoke or suspend the license.
- (4) Display of license. Each license issued under the provisions of this subsection shall be posted on the premises whenever the operator dispenses beverages.
- (5) Revocation of operator's license. Violation of any of the terms or provisions of the state law or of this chapter relating to operators' licenses by any person holding such operator's license shall be cause for revocation of the license.
- H. Provisional license. A provisional operator's license may be issued by the Village Clerk or designee in accordance with § 125.17(5), Wis. Stats.^[2]

[2] *Editor's Note: Original § 6.03A, Closing hours, as amended 1-19-2012 by Ord. No. 2012-1-2, which immediately followed this subsection, was repealed at time of adoption of Code (see Ch. 1, General Provisions, Art. II). Original § 6.04, Nonintoxicating beverages, was repealed 4-18-2013 by Ord. No. 2013-4-3.*

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

2016-2017 Applications

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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

71

MEETING DATE: June 16, 2016

SUBJECT: Annual Operator License renewals
DATE SUBMITTED: June 8, 2016
SUBMITTED BY: Laura Johnson, Deputy Clerk

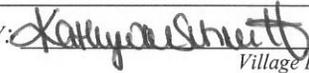
POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE 2016-2017 OPERATOR LICENSES RENEWALS?

ISSUE SUMMARY:

Each year operator licenses expire on June 30. All applicants included in this packet have filled out the proper forms and paid all applicable fees.

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

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

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

ATTACHMENTS:

- 1. List of operator licenses to be renewed

STAFF RECOMMENDATION:

Motion to approve the 2016-2017 operator licenses renewals per the attached list.

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. _____

R2016	Last Name	First Name	R2016	Last Name	First Name	R2016	Last Name	First Name	R2016	Last Name	First Name
1	Krueger	Joel	36	Marino	Judy	71	Beauchamp, J	James A			
2	Baier	Linda	37	Krueger	Matthew	72	Reinsvold	Elizabeth			
3	Edelblute	John	38	Rose	Lori	73	Schmidt	Derek			
4	Acheson	Lindsay	39	Rouse	Jeffrey	74	Sandoval	Steven			
5	Elder	Richard	40	Zimpelman	David	75	Anderson	Melissa			
6	Watry	Thomas	41	Goetz	Jean	76	Becker	Andrea			
7	Burdick	Cindy	42	Martin	Debra	77	Fecteau	Marissa			
8	Arand	Carley	43	Seibert	Steven	78	Jones	Charles			
9	Gorecki	Harry	44	Zemke	Jerry	79	Kucharski	Dana			
10	Schneiter	Daniel	45	Pharris	Jeffrey	80	Cole	Christine			
11	Koch	Sally	46	Weyer	Dawn	81	Sweet	Ann			
12	Garvey	Amy	47	Barth	Robert	82	Mohr	Dawn			
13	Scherger	Kathryn	48	Scheibe, Jr.	Robert	83	Zeitler	Miranda			
14	Gramling	Anna	49	Diedrich	Mary Susan	84	Schopp	Hallie			
15	Settje	Julia	50	Sommerfelt	Richard	85	Johnson	Daryl			
16	Liebrecht	Nancy	51	Kubichek	John	86	Menos	Tammy			
17	Kulas	Katherine	52	Lache	Thomas	87	Flasch	Amy			
18	Nemacheck	Lynn	53	Golner	Henry	88	Rossi	Andrea			
19	Pongracic	Fred	54	Kazmierski	Mark	89	Peters	Hannah			
20	Funmaker	Cynthia	55	Lay	Christopher	90	Gaedke	Tiffany			
21	Dubey	Hannah	56	Turkal	Jeffery	91	Braden	Jessie			
22	Kohler	Katherine	57	Selig	Timothy	92	Brehmer	Rebecca			
23	Dorn	Lois	58	Buehler	Scott	93	Wiley	Susan			
24	DeCaluwe	Margo	59	Nehs	Patricia	94	Schroeder	Peter			
25	Olson	Robert	60	Mueller	Mallory	95	Muth	Charlotte			
26	Weber	Brittany	61	Gibbon	Alexis	96	Nytes	Patricia			
27	Tramburg	Danika	62	Kuchta	Kelly						
28	Courtemanch	Laura	63	Nelson	Teresa						
29	Schultz	Brenda	64	Suminski	Eric						
30	Lyskawa	Kimberly	65	Hauke-Friday	Kim						
31	Cramer	Linda	66	Fait	Richard						
32	McLees	Randy	67	Guthrie	Emma						
33	Goetz	Richard	68	Cortes	Fany						
34	Shulfer	Erica	69	Kennard	Michael						
35	Thomson	Jane	70	Hallett	Kelly						

7 m



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7m

MEETING DATE: June 16, 2016

SUBJECT: Temporary Operator License renewals to include six (6) new applicants
DATE SUBMITTED: June 8, 2016
SUBMITTED BY: Laura Johnson, Deputy Clerk

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE TEMPORARY OPERATOR LICENSES RENEWALS AND NEW APPLICANTS FOR JULY 23RD AND AUGUST 26-28, 2016?

ISSUE SUMMARY:

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

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

FISCAL IMPACT:

REVIEWED BY: Karaya Smith
Village Deputy Treasurer

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

ATTACHMENTS:

1. List of temporary operator licenses to be renewed along with six (6) new temporary applicants
2. Memo dated June 8, 2016 from Deputy Anderson

STAFF RECOMMENDATION:

Motion to approve the temporary operator licenses renewals for 2016 per the attached list.

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. _____

T2016	Last Name	First Name	Type	Picnic License Applicant
1	Domrois	Daniel	Renewal	Richfield Days
2	Hetzer	Tod	Renewal	Richfield Days
3	Kohl	Terry	Renewal	Richfield Days
4	Leininger	Donald	Renewal	Richfield Days
5	Mosey	Diane	Renewal	Richfield Days
6	Neu	Daniel	Renewal	Richfield Days
7	Neu	Lori	Renewal	Richfield Days
8	SanFelippo	Richard	Renewal	Richfield Days
9	Schmitt	Larry	Renewal	Richfield Days
10	Schmitt	Susan	Renewal	Richfield Days
11	Storms	Richard	Renewal	Richfield Days
12	Tuinstra	David	Renewal	Richfield Days
13	Schmitz	John	Renewal	Richfield Days
14	Grim	Charles	New	Richfield Days
15	Maher	Patrick	New	Richfield Days
16	Hauser	John	New	Richfield Days
17	Shipman	Dan	New	Richfield Days
18	Carr	Frank	New	Art at the Mill
19	Schmechel	Del	New	Art at the Mill



SHERIFF'S DEPARTMENT

DALE K. SCHMIDT, SHERIFF

DATE: JUNE 8, 2016

TO: RICHFIELD VILLAGE BOARD

FROM: DEPUTY MICHAEL ANDERSON 446/1081

RE: NEWAPPLICATION FOR TEMPORARY OPERATOR LICENSES and PICNIC LICENSE

Village Board Members,

I reviewed the applications for picnic licenses for Richfield Days. New application for temporary operator license for Charles Grim, Patrick Maher, John Hauser, and Dan Shipman, for Richfield Days. The Historical Society New Applications are Del Schmechel and Frank Carr. I have no issues with any of the renewals or applications. If you have any questions please feel free to contact me.

Respectfully,

Deputy Michael Anderson 446/1081

Washington County Sheriff's Office

Village of Richfield Contract Deputy



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

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