



AGENDA  
VILLAGE BOARD MEETING  
RICHFIELD VILLAGE HALL  
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN  
APRIL 21, 2016  
7:00P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance With Open Meeting Law
3. Pledge of Allegiance
4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
5. CONSENT AGENDA
  - a. Vouchers for Payment
  - b. Treasurer's Report
  - c. Meeting Minutes:
    - i. March 17, 2016 – Regular Meeting
  - d. Resolution R2016-04-02, a Resolution to amend the Village's Fee Schedule
  - e. Resolution R2016-04-01, a Resolution to apply to for grant funding from WI-DNR
6. DISCUSSION/ACTION ITEMS
  - a. Discussion/Action regarding a Conditional Use Permit application for amendment by Ms. Mary Anderson for subject property located at 4958 STH 167 (Tax Key: V10\_0152) pursuant to Section 70.188(D)(12)
  - b. Discussion/Action regarding an Ordinance O2016-04-01, an Ordinance to rezone a subject property located at 3726 Hubertus Road (Tax Key: V10\_0422) from Rs-3, Single Family Residential District to B-1, Neighborhood Business District
  - c. Discussion/Action regarding the Final Plat for Lakeview Ridge Subdivision (Tax Key: V10\_0963)
  - d. Discussion/Action regarding Claim for Recovery of Excessive Assessment
  - e. Discussion/Action regarding the State of Board of Commissioners of Public Land, Nature Park loan payoff
  - f. Discussion/Action regarding the awarding of bid for the 2016 Highway Improvement Program
  - g. Discussion/Action regarding the purchase of a Burke truck body and plow package for Plow #19
7. PUBLIC COMMENTS (...Continued)
8. CLOSED SESSION
  - a. Discussion /Action to enter into closed session under Wis. Stats. 19.85(1)(g) update from legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which it is or is likely to become involved.- Specifically regarding property at 1345 Hillside Road,
9. RECONVENE IN OPEN SESSION
  - a. Discussion/Action regarding matters address in Closed Session as outlined above
10. ADJOURNMENT

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

2



**AFFIDAVIT OF POSTING**

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

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

1) Special Village Board meeting <sup>Agenda</sup> 4/19/16  
2) Village Board meeting Agenda 4/22/16

on April 15, 2016 (date), 2:30 P.M. (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield; and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

Bradley Calder  
 Signature

4/15/2016  
 Date

Personally came before me this 15<sup>th</sup> day  
 of April, 2016.  
Margaret M. Runnells  
 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](http://www.richfieldwi.gov).

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

5



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 5

MEETING DATE: April 21, 2016

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

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

ISSUE SUMMARY:

Included for your review are the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from March 17th, Resolution R2016-04-02, Fee Schedule Amendment, Resolution R2016-04-01, Grant Funding.

FISCAL IMPACT:

REVIEWED BY: Kathleen Smith  
Village Deputy Treasurer

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

ATTACHMENTS:

1. Vouchers for Payment
2. Treasurer's Report
3. Meeting Minutes from March 17, 2016
4. Resolution R2016-04-02, Fee Schedule Amendment
5. Resolution R2-16-04-01, Grant Funding

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from March 17, 2016, Resolution R2016-04-01 and Resolution R2016-04-02.

APPROVED FOR SUBMITTAL BY:

Bob Colby  
Village Staff Member  
Jim Healy  
Village Administrator

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

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

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

5 a

VILLAGE OF RICHFIELD  
VOUCHERS FOR PAYMENT  
APRIL 2016

5a

BATCH #1

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
ACH		3/14/16	Village of Richfield	\$17,827.49	Bi-Weekly Payroll
ACH		3/14/16	Wisconsin Department of Revenue	\$2,463.52	State Withholding Tax
EFTPS		3/14/16	Electronic Federal Tax Payment	\$6,656.15	FICA Tax
ACH		3/14/16	Wisconsin Deferred Compensation	\$275.00	457 Plan
10730		3/18/16	Road Bond Refund	\$2,000.00	1547 Coventry Court
10731		3/18/16	Mailbox Replacement	\$35.00	321 Lake Five Drive
10732		3/18/16	Mailbox Replacement	\$34.97	1522 Valley View Drive
10733	C326781	3/18/16	Office Copying Equipment LTD	\$504.70	Meter Plan for Copier
10734	29-84	3/18/16	Civi Tek Consulting	\$637.00	Planner Consultant Fee's
10735	0125819193	3/18/16	US Cellular	\$300.10	March 2016 Cell Phone Invoice
10736	677	3/18/16	Kenealy Plumbing LLC	\$356.77	Plumbing Problem in Village Hall
10737		3/18/16	Wisconsin Department of Justice	\$35.00	Criminal Background Checks
10738		3/18/16	WE Energies	\$17.33	WE Energies Electric Service Invoice
ACH		3/18/16	Postmaster	\$440.00	Postage
10739		3/21/16	Christine Corros	\$100.00	Conditional Use Permit Reimbursement
10740	0047735-2286-5	3/21/16	Waste Management of Milwaukee	\$463.93	Waste Management Charges through March
10741	891230	3/21/16	Delta Dental	\$206.80	Dental Insurance for April
10742	121043	3/21/16	Associated Appraisal Consultants	\$3,958.33	Professional Services Contract
10743	626199	3/21/16	Northshore Bank Leasing LLC	\$718.04	April Lease Agreement
10744		3/21/16	WE Energies	\$2,028.45	WE Energies Electric
10745		3/22/16	Postmaster	\$948.00	March/April Newsletter
ACH		3/24/16	Wisconsin Retirement System	\$9,652.98	February 2016 Retirement Submittal
ACH	0040233685	3/24/16	United Heath Care	\$12,314.49	United Healthcare Payment for April
10746		3/28/16	Tax Refund to Tax Payers	\$2,739.58	Tax Reimbursement for Duplicate Payment
ACH		3/29/16	Village of Richfield	\$17,210.43	Bi-Weekly Payroll
EFTPS		3/29/16	Electronic Federal Tax Payment	\$6,448.47	FICA Tax
ACH		3/29/16	Wisconsin Deferred Compensation	\$275.00	457 Plan
10747		3/30/16	WE Energies	\$2,788.27	Street Lighting and Group Bill
10748		3/30/16	Charter Communications	\$158.80	Charter Charges for April
10749	5889639-2275-4	3/30/16	Waste Management of Milwaukee	\$479.65	April 2016 Service Charges
10750	262628750103	3/30/16	AT&T	\$218.91	February through March Service Charges
10751		3/30/16	Wisconsin Department of Revenue	\$1,606.10	Municipal Fee for Assessment of Man. Property
10752	125617	3/30/16	Aurora Medical Group	\$146.00	DPW Random Testing
10753		3/30/16	Wisconsin Title Service	\$20.00	Tax Search Overpayment
			<b>TOTAL BATCH #1</b>	<b>\$94,065.26</b>	<b>Checks Written End of March 2016</b>

BATCH #2

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
ACH		4/4/16	Village of Richfield	\$2,045.72	April Monthly Payroll
EFTPS		4/4/16	Electronic Fed Tax Payment	\$555.99	FICA Tax
ACH		4/4/16	Village of Richfield	\$1,025.06	Quarterly Payroll
EFTPS		4/4/16	Electronic Fed Tax Payment	\$169.88	FICA Tax
ACH		4/5/16	Capital One Bank	\$1,043.36	Supplies and Expenses
10758	026032801340	4/7/16	Piggly Wiggly	\$26.20	Office Supplies
10759	V0086213	4/7/16	Hallman Lindsay Paints	\$330.59	DPW and Park Supplies
10760		4/7/16	Wisconsin Department of Justice	\$14.00	March Background Checks
10761		4/7/16	Neu's Building Center	\$83.78	DPW Supplies and Equipment
17062	2099223	4/7/16	GAI Consultants	\$1,210.00	Richfield MS4 Permit January through February
10763		4/7/16	Muellers Tree Service LLC	\$1,665.00	Remove and Trim Trees in the Village
10764	62269	4/7/16	MJAuto Electric LLC	\$125.00	Alternator
10765		4/7/16	Menards	\$731.34	DPW Supplies and Expenses
10766	NG1128	4/7/16	Imperial, Inc.	\$39.77	Cleaning Supplies
10767	71465554	4/7/16	North American Salt Co.	\$10,100.74	Salt from March 9th, 2016

VILLAGE OF RICHFIELD  
VOUCHERS FOR PAYMENT  
APRIL 2016

59

10768		4/7/16	Equla Rights Division	\$67.50	March 2016 Work Permits
10769		4/7/16	Mailbox Replacement	\$23.20	1820 Candlewood Lane
ACH		4/12/16	Village of Richfield	\$16,160.21	Bi-Weekly Payroll
ACH		4/12/16	Wisconsin Department of Revenue	\$1,178.57	State Withholding Tax
EFTPS		4/12/16	Electronic Fed Tax Payment	\$5,985.19	FICA Tax
ACH		4/12/16	Wisconsin Deferred Compensation	\$275.00	457 Plan
10770	72266476	4/12/16	Praxair	\$90.79	Wire Welder Shielding Gas
10771		4/12/16	Quill Corporation	\$245.02	Office Supplies
10772		4/12/16	Conley Classifieds	\$471.52	Labor/Operator Advertisement and Public Hearing
10773	1302239009	4/12/16	US Cellular	\$300.05	Monthly Phone Charges for March
10774	510810-03-16	4/12/16	Premium Waters Inc.	\$38.99	Water Charges for March
10775		4/12/16	Mailbox Replacement	\$35.00	Mailbox Replacement
10776		4/13/16	First Federal Savings Bank	\$304.22	Payroll Deduction Additional Contributions
10777		4/13/16	Ontech Systems Inc.	\$1,895.72	Quarterly Maintenance and Barracuda Backup
10778		4/13/16	Bonnie Quaegber	\$1,602.00	January - March Custodial Services
			<b>TOTAL BATCH #2</b>	<b>\$47,839.41</b>	<b>Checks Written Beginning of April 2016</b>

\*\*BATCH #3

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
	10877		Arenz, Molter, Macy & Riffle, S.C.	\$11,559.60	Various Village Legal Issues
			Cintas Corporation	\$724.60	DPW Cleaning Invoice
	29-85		Civi Tek Consulting	\$1,197.00	Review of Village Planning Projects
	19599		Command Central	\$162.50	Electronics Recycling Fee (Old Election Machines)
	000787811		E.H. Wolf & Sons, Inc.	\$189.85	Synthetic Transmissino Fluid for Plow Trucks
	120225-2		Equipment Rentals Inc.	\$166.00	Lift Harness w/ Lanyard and Lift
			Falls Auto Parts & Supplies	\$212.01	DPW and Park Supplies
	BILL00020518		General Code	\$1,531.97	Supplement No. 4 of the VOR Code
	V0086786		Hallman Lindsay Paints	\$298.96	Stripe Kote Athletic Paint
			Hopson Oil Co. Inc.	\$4,788.99	March Fuel Invoice
			Houseman & Feind, LLP	\$968.50	November through February Fees
			<b>TOTAL BATCH #3</b>	<b>\$21,799.98</b>	<b>Checks Still Needing Approval***</b>

\*\*BATCH #4

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
	CO41005138		Interstate Power Systems, Inc.	\$36.38	Truck #7 Trans PTO Side Cover
	164197		Kunkel Engineering Group	\$6,363.21	Miscellaneous Engineering
			Lakeside International Truck	\$69.76	Truck #7 and Windshield Washer Tank Caps
	87814		Menards-Germantown	\$22.55	Election Supplies
			Compass Minerals America	\$32,366.98	Salt Delivery for 3/29/16 & 3/30/16
			Port A John	\$340.00	Restroom Disposal Services
			Richfield Vol. Fire Dept. Co.	\$39,365.87	April Fire Company Payment
	9594		Schmitt Sanitation	\$180.00	Pump Holding Tank
	1105		Washington County Clerk	\$1,942.40	2016 Portion of 20% Municipality's Share
	8809		Washington County Sheriff	\$27,747.20	Sheriff Contract Services for March 2016
	03044		Wolf Brother, Inc.	\$110.07	30 Gals Kerosene for Shop
			<b>TOTAL BATCH #4</b>	<b>\$108,544.42</b>	<b>Checks Still Needing Approval***</b>
			<b>TOTAL</b>	<b>\$272,249.07</b>	

5b



**VILLAGE OF RICHFIELD**  
**Treasurer's Report for March 31, 2016**

**BANK ACCOUNT BALANCES**

	Interest Rate	Beginning Balance February 29, 2016	Interest Earned	Ending Balance March 31, 2016
Landmark Checking Account	0.25%	\$ 2,068,592.05	\$ 396.84	\$ 1,740,860.55
LGIP General Fund	0.41%	\$ 743,750.47	\$ 258.09	\$ 738,833.56
LGIP Fire Impact Fees	0.41%	\$ 253,019.65	\$ 88.03	\$ 254,492.68
LGIP Park Impact Fees	0.41%	\$ 99,843.14	\$ 35.02	\$ 106,083.16
LGIP Tax Account	0.41%	\$ 1,975.74	\$ 0.69	\$ 1,976.43
FNB Entrepreneur Plus Account	0.05%	\$ 127,550.85	\$ 5.42	\$ 127,556.27
FNB Platinum MMD Account	0.15%	\$ 257,716.16	\$ 32.83	\$ 257,748.99
Bank Mutual MM Account	0.33%	\$ 251,798.83	\$ 135.26	\$ 251,934.09

**CERTIFICATES OF DEPOSIT**

	Purchase Date	Expiration Date	Interest Rates	Amount
First National Bank	October 31, 2015	April 30, 2017	0.55%	\$ 251,663.61
Bank Mutual	March 3, 2015	October 3, 2016	1.05%	\$ 254,245.56

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

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

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

**PERMIT PERFORMANCE BOND**

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

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**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; Rock Brandner, Bill Collins, Dan Neu and Sandy Voss.

Also present: Village Administrator Jim Healy, DPW Supervisor Adam Schmitt 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. Annual Report: State Rep. Bob Gannon, 58<sup>th</sup> Assembly District**

State Rep. Bob Gannon gave an update on what legislation he has worked on in the previous legislative session.

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

Gil Frank, 4156 Elmwood Road, Colgate stated that he wanted to discuss the new back hoe purchase. Mr. Frank stated the extended warranty was not needed, and the Village's in house mechanic could do this work. Finally Mr. Frank stated that with all of the landscapers in the Village the Village should be contracting its lawn maintenance as well.

Paul Craig, 501 Scenic Road, Colgate asked Representative Gannon how he feels about term limits since he has been quoted as being in favor of the same.

Rep. Gannon stated that comments he has made about State term limits have been tied into the Village of Richfield's local referendum on term limits. Mr. Gannon stated he does not support term limits locally.

Roger Kuehn, 546 Jordan Circle, Colgate stated he appreciates the answer from State Representative Gannon.

**6. CONSENT AGENDA**

- a. Vouchers for Payment
- b. Treasurer's Report
- c. Meeting Minutes:
  - i. February 18, 2016– Regular Meeting
- d. New Operator Licenses

Motion by Trustee Neu to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from February 18, 2016, and New Operator Licenses; Seconded by Trustee Collins; Motion carried unanimously.

**7. PUBLIC HEARING**

- a. Discussion regarding Ordinance O2016-03-03, an Ordinance to amend the future land use map (Map 12) by changing the land use classification of a specified property from "Walkable

**Hamlet Mixed Use" to "Single Family" and make corresponding changes in the text of the plan.**

Mr. Healy gave a brief update on Reflections Village.

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

Gil Frank, 4156 Elmwood Road, Colgate stated that he assumes Village Staff and the Village Attorney all approved this change. His question was if the motion before them was correct.

Motion by Trustee Collins to close public hearing; Seconded by Trustee Brandner; Motion carried unanimously.

## **8. DISCUSSION/ACTION ITEMS**

- a. Discussion/Action regarding Ordinance O2016-03-03, an Ordinance to amend the future land use map (Map 12) by changing the land use classification of a specified property from "Walkable Hamlet Mixed Use" to "Single Family" and make corresponding changes in the text of the plan.**

Motion by Trustee Collins to approve Ordinance O2016-03-03, an Ordinance to amend the Future Land Use Map by changing the land use classification of a specified property from "Walkable Hamlet Mixed Use" to "Single Family" and make corresponding changes in the text of the Plan; Seconded by Trustee Brandner; Motion carried unanimously.

- b. Discussion/Action regarding the extension of the Village's Intergovernmental Building Inspection Agreement with the Villages of Sussex and Slinger**

Motion by Trustee Brandner to authorize the Village President and the Village Administrator to execute an agreement with the Villages of Sussex and Slinger for the continuation of our Intergovernmental Services Agreement for Building Inspection services; Seconded by Trustee Voss; Motion carried unanimously.

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

Administrator Healy introduced the topic, and Village Engineer Mitch Leisses was asked to present the bid.

Mr. Leisses talked about bidding the project which started February 15<sup>th</sup>. Mr. Leisses stated that Payne and Dolan was the low bidder for the project, and the recommendation was to go with the base bid for the project. Because the bids came in well below the Village's projected spending on road improvements for 2016, Mr. Leisses recommended going out for another bid on an additional portion of road.

Administrator Healy stated that to put together a separate bid proposal it would cost \$1,500. The reason they are able to save on some costs is because the projects are clustered so close together and the mobilization costs are low.

Motion by Trustee Voss to award the 2016 Highway Improvement Contract to Payne and Dolan per the engineers recommendation for an amount not to exceed \$550,429.48;

Motion by Trustee Voss to amend the motion to authorize Village Staff to go out for bid for the second portion of road; Seconded by Trustee Neu; Motion carried unanimously.

- d. Discussion/Action regarding Ordinance O2016-03-01, an Ordinance to amend various sections of 70.212, entitled Walkable Hamlet District**

Administrator Healy stated that this ordinance would amend the Walkable Hamlet District in various ways to make it more applicable to the Village of Richfield as a whole.

Village of Richfield  
4128 Hubertus Road, Hubertus, WI  
Village Board Meeting Minutes March 17, 2016  
7:00 pm

Motion by Trustee Voss to approve Ordinance O2016-03-01, an Ordinance to amend various Sections of 70.212 entitled Walkable Hamlet District; Seconded by Trustee Neu; Motion carried unanimously.

- e. Discussion/Action regarding Ordinance O2016-03-02, an Ordinance to rezone two (2) properties indicated by Tax Keys: V10\_0355912001 (23.03 acres) and V10\_0355912003 (0.03 acres) from Walkable Hamlet District to Rs-1b, Single-Family Cluster/Open Space Residential District**

Motion by Trustee Brandner to approve Ordinance O2016-03-02, an Ordinance to rezone Tax Keys: V10\_0355912001 and V10\_0355912003 from WHD, Walkable Hamlet District to Rs-1b, Single-Family Cluster/Open Space Residential District subject to the following Specific Condition of Approval:

1. The Village's Future Land Use Map and related text amendments to the Comprehensive Plan on March 17, 2016 as previously recommended by the Plan Commission also be adopted by ordinance.

Seconded by Trustee Collins; Motion carried unanimously.

- f. Discussion/Action regarding the reconsideration of a One-Lot CSM for Wittenberger Farms, LLC. indicated by Tax Keys: V10\_0166 and V10\_0167**

Motion by Trustee Neu to approve the proposed One-Lot CSM for Wittenberger Farms, LLC. indicated by Tax Key V10: 0166 and V10: 0167 subject to the general and specific conditions listed below.

Specific Conditions of Approval:

1. The final CSM shall comply with all requirements in Chapter 330 of the village code (subdivision regulations) and Chapter 236, Wis. Stats.
2. "James Healy, Interim Village Administrator/Clerk" be replaced with "James Healy, Village Administrator/Clerk"

General Conditions of Approval:

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

Seconded by Trustee Voss; Motion carried unanimously.

- g. Discussion/Action regarding a One-Lot CSM for Dan Tinti indicated by Tax Keys: V10\_0486 and V10\_048700A**

Village of Richfield  
4128 Hubertus Road, Hubertus, WI  
Village Board Meeting Minutes March 17, 2016  
7:00 pm

Motion by Trustee Neu to approve the proposed One-Lot CSM with the inclusion of page three (3) as recommended by the Plan Commission for Mr. Dan Tinti indicated by Tax Key V10: 0486 and V10: 048700A subject to the General and Specific conditions 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.

Second by Trustee Collins; Motion carried unanimously.

**h. Discussion/Action regarding the purchase of a Wacker Neuson EW100**

Department of Public Works Supervisor Schmitt gave an update about the piece of equipment and what it's new use would serve in the Village of Richfield.

Motion by Trustee Brandner to purchase the Wacker Neuson EW100 for a price not to exceed \$143,129; Seconded by Trustee Neu; Motion carried unanimously.

**9. PUBLIC COMMENTS (...Continued)**

**10. ADJOURNMENT**

Motion by Trustee Voss to adjourn the meeting at 8:51 pm; Seconded by Trustee Collins; Motion carried unanimously.

Respectfully Submitted,

Jim Healy  
Village Administrator

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**RESOLUTION R2016-04-02**

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**A RESOLUTION AMENDING THE FEE SCHEDULE FOR THE VILLAGE OF RICHFIELD**

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WHEREAS, the Village Board of the Village of Richfield, Washington County, Wisconsin, has determined that it is prudent that the fees be reviewed for cost effectiveness; and

WHEREAS, modifications have been identified and revisions requested to the fee schedule.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Richfield, that the following fee schedule be approved as defined in the attached schedule and be effective upon passage and posting of this resolution.

PASSED THIS 21<sup>st</sup> DAY OF APRIL, 2016 BY THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

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

\_\_\_\_\_  
Attest: Jim Healy, Administrator/Clerk



VILLAGE OF RICHFIELD  
FEE SCHEDULE  
*Effective November 23, 2015*

**GENERAL**

Copies	
General	\$0.25/page
Voting Records	Per GAB requirements
CD's/DVD's/tapes	\$4.00 per CD/DVD or tape
Land Division Ordinance	\$15.00
Maps	\$2.50
Zoning Map – Colored - Small	\$7.00
Zoning Map – Colored – Large	\$12.00
Municipal Code (Complete)	\$300.00
NSF Checks	\$25.00
Publication Fee (Liquor License)	\$10.00
Special Assessment Letters	\$25.00
Zoning Code	\$25.00

## LICENSES AND PERMITS

Adult Oriented Establishment License	\$250.00
Late Penalty	\$100.00
Renewal Fee	\$100.00 (143-12)
Arcade License	\$100.00
Burning Permit	\$3.00/30 days \$15/calendar year
Cigarette	\$65.00/year
Coin Machine	\$25.00/each
Dog Licenses	\$10.00/spayed, neutered \$20.00/unaltered \$5.00 late charge \$5.00 lost license charge \$5.00 change of ownership
Animal Fancier Permit	\$30.00
Kennel License	\$36.00 /12 dogs, \$4.00 each additional dog
Fireworks Permit	\$50.00
Groundwater Protection Permit	\$1,000 escrow with actual costs based upon hourly rates and balance will be refundable.
Junk Dealer License	\$50.00 (143-28)
Liquor License	
Class "A", "Class "B" Beer	\$100.00/year
"Class A", "Class B" Liquor	\$375.00/year
"Class C" Wine	\$100.00/year
Provisional Retail License	\$15.00
Reserve "Class B" License	\$10,000.00
Temporary Picnic License	\$10.00
Unenclosed Premise	\$20.00
Mining permit, annual fee	\$100.00 (143-37A)

Mobile Park License (248-3)	\$50.00 (248-5)
Transfer fee	\$25.00
Parking fee for nonexempt mobile home	Per §66.0435(3)(c)
Operator Licenses	
New	\$50.00
Provisional	\$7.00/60 days
Renewal	\$25.00
Replacement/Additional License	\$2.00
Temporary	\$7.00/14 days
Peddler, Hawker, Canvasser, Solicitor	\$100.00
Secondhand Coin and Antique Dealer License	\$100.00 (143-35)
Solid Waste Hauler License Fee	\$150.00
Target Range	\$10.00/year
Temporary Street Closure License	\$50
Trap Range	\$50.00/year
Utility/Right of Way Permit	\$75.00
Weights and Measures Annual Permit	\$30.00
Heavy Capacity Device/Scanner	\$16.50/unit
Small counter scale or liquid	\$15.00/unit
Work Permits	Per State requirements

## **PARKS AND RECREATION**

Baseball Field Rental*	\$115.00/game
	\$150.00/double-header
	\$180.00/all day-per field
	\$35.00 deposit due for all rentals
Village Park Shelter Rental	\$40.00
	\$50.00 deposit
Park and Open Space Area rental	\$25.00
Soccer fields, basketball courts, observation deck, etc	\$25.00 deposit
Wild Marsh Boat Launch	\$5.00 daily pass
	\$25.00 /calendar year
Bark Lake Boat Launch	\$8.00 daily pass
	\$25.00/calendar year

\*Does not apply to events sponsored by the Village of Richfield.

## **PLANNING/ZONING**

Certified Survey Map (CSM)	\$450.00
Variance/Zoning Appeal	\$455.00
Rezoning Petition	\$400.00
Private Unit Development (PUD): Residential	\$500.00
Mixed Use	\$1,000.00
PUD Amendment	\$750.00
PUD Mixed Use Per Acre	\$100.00
Zoning Permit	\$75.00
Non-Metallic Mining Remediation	\$100.00
Site Building and Operation Plan (SBOP)	\$800.00
SBOP amendment	\$400.00
Conditional Use Permit (CUP)	\$400.00/residential
Conditional Use Permit (CUP)	\$700.00/business,
	\$500.00/amend
Subdivision Plat	\$1,000.00
Petition to amend the Village Code	\$500.00

Planner Billing Rate	\$100.00/hour
Sign Review	\$100.00
Master Plan Amendment	\$350.00
Conceptual Review	\$150.00
Land Combination	\$450.00
Pre Plat Review	\$1,000.00
Final Plat Review	\$1,000.00
Extraterritorial Review	\$400.00
Shoreland/Wetland/Floodplains	\$225.00/ <del>150.00</del>
Accessory Buildings, Pools	\$79.00
New residential, commercial, industrial, agricultural buildings and projects	\$185.00
Additions to residential, commercial, industrial, agricultural buildings and projects	\$160.00
Field determination	\$50.00/1 <sup>st</sup> hour, \$20.00/additional hour(s)
Certificate of compliance/wetland and floodplain letter	\$28.00
Letter of Credit Processing	\$50.00
Home Occupation Major	See Conditional Use fee
Home Occupation Minor	\$75.00

Failure to obtain proper permits in advance will result in double fees.

**HIGHWAY DEPARTMENT**

Labor Rate Per Full time Employee	\$36.74
Labor Rate Per Part time Employee	\$18.00
Labor Rate Per Seasonal Employee	\$14.50
Village Owned Equipment	Based upon hourly equipment rates established by the WDOT plus 15%
Material/Supplies	Based upon market rates – plus 15%
Weed cutting – Village Equipment	\$125.00/hour
Weed cutting - Contractor	Per contract rate – plus 15%
Other Contracted or Rental Equipment	Based upon actual billing cost – plus 15%

\*All sales for labor, equipment and materials are subject to a 5.6% sales tax. Proof of exemption required.

**RECYCLING CENTER**

Car Tires with or without rims	\$7 each
Pick-up Truck Tires – Racing Tires	\$10 each
Large Truck Tires	\$15 each
Farm Tractor Tires	\$30 each
Freon Appliances (Refrigerators, Freezers, Dehumidifiers, Air Conditioners)	\$30 each
Microwave Ovens, Televisions, Electronics	\$20 each
Gas Cans and Drums to 55 Gallons	\$10 each
Propane Tanks – Any size	\$15 each
Lumber	\$15.00/truckload or 4x8 trailer
	\$20.00/dual axle trailer or larger
Minimum charge for small quantities	\$8.00
Yard Waste	\$5.00/truckload or 4x8 trailer
	\$10.00/dual axle trailer or larger

## **BUILDING PERMIT FEES**

### **Permit Required**

	<b>Fee</b>
Minimum fee for all permits	\$50.00
Residence, one- and two-family and attached garages	\$0.32/square foot
Residences and apartments, three-family and over, row housing, multiple-family dwellings, institutional	\$0.32/square foot
Residences, additions	\$0.30/square foot
Local business, institutional and office buildings or additions thereto (paper plans & digital plans)	\$0.30/square foot - minimum \$75.00
Manufacturing or industrial (office areas to be included under subsection (5) of this table)(paper plans & digital plans)	\$0.25/square foot
Permit to start construction of footings and foundations:	
a. Multifamily and industrial/commercial	\$225.00
b. One- and two-family	\$175.00
Agriculture buildings, detached garages and accessory buildings	\$0.25/square foot
All other buildings, structures, alterations, residing, reroofing, repairs where square footage cannot be calculated	\$11.00/\$1,000.00 valuation
Heating, incinerator units and wood burning appliances:	
a. Up to and including 150,000 input BTU units	\$50.00/unit
b. Over 150,000 input BTU units	\$16.00/each 50,000 BTU or fraction thereof additional
Commercial/industrial exhaust hoods and exhaust systems	\$100.00/unit
Heating and air conditioning distribution systems	\$1.75/100 square feet of conditioned area \$50.00 min.
Air conditioning:	
a. Up to 3 tons or 36,000 BTU's	\$55.00/unit
b. Over 3 tons of 36,000 BTU's	\$16.00/each ton or 12,000 BTU's or fraction thereof additional

Wrecking or razing (building inspector may waive fee if structure is condemned)	\$55.00 minimum + \$0.08/square foot
Moving buildings over public ways	\$150.00, plus \$0.05/square ft
Re-Inspection	\$50.00/inspection
Plan Review:	
a. One- and two-family residence	\$200.00
b. Apartment, three-family residence row housing, multifamily building	\$200.00, plus \$20.00/unit
c. Commercial and industrial alterations and additions	\$250.00
d. Additions to one- and two-family	\$75.00
e. Alterations to one- and two-family	\$50.00
f. Accessory building/Detached garage 192 square feet or more	\$50.00
g. Decks, swimming pools	\$50.00
h. Heating plans, submitted separately	\$50.00
Special inspections and reports	\$100.00
State uniform building permit seal	state fee, plus \$10.00
Road bond	\$2,000.00
House numbers	\$15.00
Occupancy permits:	
a. Residential	\$50.00/unit, addition or accessory use
b. Office, commercial, industrial	\$175.00
c. Change of Tenant	\$100.00
Pools:	
a. Inground	\$11.00/\$1,000.00 valuation, \$50.00 minimum
b. Aboveground	\$11.00/\$1,000.00 valuation, \$50.00 minimum
Decks	\$75.00 plus plan review
Roofing/Siding	\$11.00/\$1,000.00 valuation, \$100.00 maximum

Erosion control fees:

a. One- and two-family lots	\$150.00/lot
b. Multifamily units	\$200.00/building, plus \$5.00/1,000 square feet of disturbed lot area, \$1,000.00 maximum
c. Commercial lots	\$200.00/building, plus \$5.00/1,000 square feet of disturbed lot area, \$1,000.00 maximum
d. Industrial lots	\$200/building, plus \$5.00/1,000 square feet of disturbed lot area, \$1,000.00 maximum
e. Institutional lots	\$200.00/building, plus \$5.00/1,000 square feet of disturbed lot area, \$1,000.00 maximum
f. Other	\$55.00 minimum

Other fees charged to the Village from other government entities for reviewing plans or permits. Fees charged are required to be paid at the time of application. Fees charged are at cost.

Miscellaneous permits/fees:

a. Driveway/Culvert	\$50.00
b. Fences	\$50.00
c. Signs	\$50.00, plus \$0.50/square foot over 10 square feet on one side, \$200.00 max
d. "Re-Lettering" of Existing Signs	\$25.00 (Revised 11/23/15)
e. Sheds (less than 192 sq ft)	\$50.00
f. Temporary Sign	\$15.00
g. Temporary Support Banner	\$25.00
h. On-site Contest Signs	\$15.00

- i. Grand Opening Signs \$25.00
- j. Village Road Bond Administrative Fee \$50.00\*

\*In addition, \$2,000.00 Village road bond required which shall be refunded upon completion of the project in accordance with Village standards.

- g. Temporary Storage Containers \$35.00
- h. Intergovernmental Reviews/Inspections \$45.00/hour

Double fees. Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.

Note: The state fee schedule for commercial building projects, Wis. Admin. Code Comm. chs. 61 to 65, may be charged in lieu of or in addition to this fee schedule at the Village's discretion. Gross square footage calculations are based on exterior dimensions, including garage and each finished floor level. Unfinished basements or portions thereof are included. In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical or plumbing work. All fee categories shall be rounded up to the next full dollar amount.

Note: Permits may be obtained individually or on one form in the categories of construction, heating, ventilation and air conditioning, electrical and plumbing. An additional fee for plan review may be assessed at the time of application for renewal of the permit.



(26)	Fuel dispensing pump	\$15.00
(27)	Wire ways, busways, underfloor raceways, auxiliary	\$0.50/ft
(28)	Swimming pool wiring (in ground)	\$50.00
(29)	Swimming pool wiring (above ground)	\$35.00
(30)	Approved assemblies not included above	\$50.00
(31)	Other (specify)	\$50.00
(32)	Re-Inspection Fee	\$30.00
(33)	Failure to call for inspection	\$50.00

Double fees. Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.

### **HVAC PERMITS**

The following fees shall be paid for inspection of all HVAC permits, provided that the minimum total fees for any one job, whether under one or more than one permit, shall be \$50.00:

Permit Required	Fee
New, replacement and modifications	
Furnace Gas, oil electric, boiler	\$50.00/unit
Over 150,000 BTU	\$16.00/50,000 BTU
Air Conditioning	\$50.00/unit
Over 36,000 BTU	\$16.00/12,000 BTU
Heating and A/C Distribution Systems	\$1.75/100 square foot of air conditioned area, \$25.00 minimum
Fireplace or Wood Burning Stove	\$50.00/unit
Commercial/Industrial exhaust hoods and exhaust systems	\$100/unit
Re-Inspection	\$30.00
Failure to call for inspection	\$50.00

Double fees. Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.

## PLUMBING PERMITS

The following fees shall be paid for inspection of all plumbing permits, provided that the minimum total fees for any one job, whether under one or more than one permit, shall be \$35.00:

<b>Permit Required</b>	<b>Fee</b>
(1) Kitchen Sink	\$10.00
(2) Dishwasher	\$10.00
(3) Garbage Disposal	\$10.00
(4) Water Closet	\$10.00
(5) Shower	\$10.00
(6) Lavatory	\$10.00
(7) Bath Tub	\$10.00
(8) Hot Tub, Spa, Whirlpool	\$10.00
(9) Water Heater	\$10.00
(10) Sump Pump	\$10.00
(11) Sanitary Lift Pump	\$10.00
(12) Laundry Tray	\$10.00
(13) Urinal	\$10.00
(14) Floor Drain	\$10.00
(15) Sight Drain	\$10.00
(16) Sillcock	\$10.00
(17) Water Softener	\$10.00
(18) Storm Sewer Conductor	\$10.00
(19) Backflow Preventor	\$10.00
(20) Drinking Fountain	\$10.00
(21) Iron Filter	\$10.00
(22) Sanitary Building Drain	
First 75 Feet	\$35.00
Over 75 Feet	\$0.50/ft
(23) Sanitary Building Sewer	
First 75 Feet	\$50.00
Over 75 Feet	\$0.50/ft

(24)	Water Service	
	First 75 Feet	\$35.00
	Over 75 Feet	\$0.50/ft
(25)	Manhole	\$35.00
(26)	Catch Basin	\$35.00
(27)	Water Service	
	First 75 Feet	\$35.00
	Over 75 Feet	\$0.50/ft
	Each Additional Fixture	\$10.00
	Re-Inspection Fee	\$30.00
	Failure to call for inspection	\$50.00

Double fees. Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.

### **FIRE INSPECTION FEES**

Occupancy Inspection	\$ 50.00
Sprinkler System	\$0.50/head \$100.00 minimum
Fire Alarm System	\$5.00/initiating device \$100.00 minimum
Kitchen Hood and Extinguishing System	\$ 50.00
Protected Spray Booths	\$ 50.00
Reinspection	\$ 30.00

### **IMPACT FEES**

#### **2016 Parks, Playgrounds, and land for Athletic Fields**

Single-family or two-family residential development	\$1,030/dwelling unit
Multi-family residential development	\$772/dwelling unit
Studio and one-bedroom apartments	\$515/dwelling unit

#### **Fire Protection Facilities**

Single family or two-family residential development	\$1,385/dwelling unit
Multi-family residential development	\$1,039/dwelling unit
Studio and one-bedroom apartments	\$693/dwelling unit
Commercial and institutional developments	\$0.245 square foot
Industrial development	\$0.173/square foot

### **RICHFIELD FIRE COMPANY**

False alarm charge	\$50.00 (179-25)
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The Richfield Volunteer Fire Company will set reimbursement fees for emergency services. Copies of such fees will be made available for public inspection at the Richfield Volunteer Fire Company Station #1 at 2008 Highway 175, Richfield, Wisconsin, 53076 and annually to the Village Board.

*Revision:3/20/15  
Revision:4/20/15  
Revision:11/23/15*

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**RESOLUTION R2016-04-01**

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**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO WORK ON BEHALF OF THE VILLAGE OF RICHFIELD TO CARRY OUT THE URBAN FORESTRY GRANT**

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WHEREAS, the Village Board of the Village of Richfield, Washington County, Wisconsin, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forest projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, the Village Board of the Village of Richfield, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorize and empowers the Village Administrator of the Village of Richfield, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

PASSED THIS 21<sup>TH</sup> DAY OF APRIL, 2016 BY THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

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

\_\_\_\_\_  
Attest: Jim Healy, Administrator/Clerk

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VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: April 21, 2016

SUBJECT: Conditional Use Permit amendment – Holy Hill Art and Farm Market (Tax Key: V10-0155 & 0152)

DATE SUBMITTED: April 13, 2016

SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION TO APPROVE THE VARIOUS AMENDMENTS FOR THE CONDITIONAL USE PERMIT PROPOSED BY THE APPLICANT?*

*ISSUE SUMMARY:*

Ms. Mary Anderson and her agent, Ms. Kris Jacklin, have submitted a Conditional Use Application pursuant to Section 70.188(D)(12) of the municipal code for an amendment of their previously granted Conditional Use Permit (CUP). In 2012, Ms. Anderson was granted a CUP for her operation of the Holy Hill Art and Farm Market. Since that time she has operated pursuant to the conditions of her permit in a nuisance free manner, taking into the consideration the health, welfare, and safety of its patrons and the surrounding neighbors. As a condition of her prior approval, the Village’s Building Inspector requested a structural analysis be done on one of the barns to ensure its load capacity was adequate. In July of 2013, Mr. John Groh, P.E. of 4<sup>th</sup> Dimension Design, Inc. made several recommendations for structural improvements which were carried out and inspected by the Village’s Building Inspector, including the installation of steel columns for the first floor joists. The other agricultural building on-site used for these types of activities is a ‘slab on grade’ and is of newer, modern construction.

In four (4) years the Village has not had a documented complaint against the property relating to her ‘Agribusiness’. According to the property owner’s agent, Ms. Kris Jacklin, an estimated 8,000 visitors came to this property in the fall of 2015. Holy Hill Art and Farm Market is seeking an amendment to their CUP to allow for various “seasonable establishments” to be held in their farm and agricultural buildings. Seasonal establishments is not otherwise defined in the Village’s Zoning Code, so from a Staff perspective and from the direction given by the Plan Commission previously, this body has discretion and latitude with the types of seasonal uses allowed on the property. It was the opinion of Village Attorney John Macy in 2012 regarding this very same petition that the “broadest interpretation be considered for the applicant” when making these types of determinations. Below is the Section of the Village’s Zoning Code for your consideration.

Section 70.188(D)(12): *‘Seasonal establishments or operations for the retail sale of vegetables, fruits, flowers, nursery stock, other selected farm or agricultural products, antiques, crafts, and similar items when both farm and nonfarm products are available for sale from roadside stands or similar accessory structures greater than 150 gross square feet’.*

The types of “seasonal establishments” the Holy Hill Art and Farm Market is proposing is to allow the barns to essentially be used as a place for various “life events” to take place in. Pursuant to the drafted CUP, she is seeking the ability to host weddings, ceremonies, wedding receptions, educational classes, crafting classes, professional seminars/retreats, farm to table dinners, etc. The dates and times for her Art and Farm Market will remain unchanged, but she is also seeking the ability to have limited dates and hours of operations for the seasonal establishments as outlined in the draft CUP. The “farm to table dinner” concept is one that is becoming increasingly popular in the world of ‘Agribusiness’. There is a growing popularity to know where your food is coming from and to purchase food local. She is proposing three (3) such dinners which are outlined in the CUP under Exhibit “B”.

Access to the land where the craft fair is set up is via an access point off of STH 167 on tax parcel V10-0155 (also owned by Ms. Anderson). From talking with then WisDOT Permit Coordinator Kevin Koehnke in 2012, no additional signage or traffic controls (other than what already exists) were needed for the Art and Farm Market to operate. As a Village Staff, we also are unaware of any unusually accident history for this area of STH 167, so we have no reason to believe the traffic or access to the property is any different than in 2012.

Village Attorney John Macy has reviewed the draft Conditional Use Permit and has not offered any suggested changes or edits to the same. Pursuant to the Village Code and State Statutes, a Class II Public Hearing notice was published in the West Bend Daily News and every property owner within 300’ was notified via first-class mail. The notice was sent out 14 days ahead of Plan Commission’s scheduled meeting pursuant to the request of their Body. Following the scheduled Public Hearing at the Plan

6a



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: April 21, 2016

SUBJECT: Conditional Use Permit amendment – Holy Hill Art and Farm Market (Tax Key: V10-0155 & 0152)

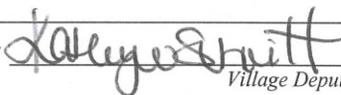
DATE SUBMITTED: April 13, 2016

SUBMITTED BY: Jim Healy, Village Administrator

Commission meeting on April 7, 2016, the following motion was made:

Motion by Commissioner Lalk to recommend to the Village Board the approval of the proposed conditional use permit amendments for Ms. Mary Anderson's property located at 4958 STH 167 (Tax Key: V10\_0152) subject to the terms and conditions contained therein with the change of the dates in Exhibit "B" as requested by the petitioner; Seconded by Trustee Collins; Motion passed without objection.

FISCAL IMPACT:

REVIEWED BY:   
Village Deputy Treasurer

Initial Project Costs: N/A

Future Ongoing Costs: N/A

Physical Impact (on people/space): Commercial activity on agricultural land

Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. DRAFT Conditional Use Permit with revision date of April 14, 2016
2. Class II Public Hearing Notice published in the West Bend Daily News
3. Pictures posted from [www.HolyHillArtFarm.com](http://www.HolyHillArtFarm.com)

STAFF RECOMMENDATION:

Motion to approve the proposed conditional use permit amendments for Ms. Mary Anderson's property located at 4958 STH 167 (Tax Key: V10\_0152 and V10\_0155) subject to the terms and conditions contained therein.

APPROVED FOR SUBMITTAL BY:

  
Village Staff Member

  
Village Administrator

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

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

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

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CONDITIONAL USE PERMIT  
**HOLY HILL ART & FARM MARKET –CRAFT FAIR & SEASONAL  
ESTABLISHMENTS**  
4958 STH 167 (Tax Key: V10-0152)

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

**Whereas**, Mary Anderson (“petitioner”) owns the property generally located at 4958 STH 167 designated as tax keys V10-0152 and V10-0155 (“subject property”); and

**Whereas**, the subject property is designated A-1, Exclusive Agricultural District, UC, Upland Conservancy and LC, Lowland Conservancy on the Village’s official zoning map and contains approximately 70 acres with the combined two parcels; and

**Whereas**, in 2012 Mary Anderson was granted a Conditional Use Permit for the operation of the Holy Hill Art and Farm Market, a use allowed pursuant to Section 70.188(D)(12); and

since 2012, the Holy Hill Art and Farm Market has operated its craft fair in a nuisance free manner, taking into consideration the health, welfare, and safety of its patrons and surrounding neighbors; 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 April 7, 2016~~November 1, 2012~~, 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 2012, will 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 a seasonal farm-related operations and seasonal establishments subject to the following conditions:
1. Subject Property. This conditional use permit is limited to the subject property at 4958 STH 167 (Tax Key: V10-0152 & V10-0155)
  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 April 7, 2016, November 1, 2012.
  3. Use Restricted. The use of the subject property is limited to (1) a single-family residence as authorized in the A-1 zoning district; (2) all principle, and accessory uses allowed by the Village's Zoning Code for the respective zoning classifications; and (3) a seasonal farm-related craft fair operation subject to Subsection 5(f); and (4) seasonal establishments, including but not limited to, weddings, ceremonies, wedding receptions, educational classes, professional seminars, farm to table dinners (Outlined in greater detail in Exhibit B), bridal/baby showers, book clubs, and commercial photo shoots consistent with Section 70.188(D)(12) of the Village's Zoning Code on tax parcel V10-0152, as further defined and restricted herein. ~~Although weddings have been conducted in the past for a fee, which is a~~

~~commercial activity, this conditional use permit does not authorize such continued use, which is not permitted under the zoning code.~~

4. Site plan. All operations on the subject property shall be consistent with the attached site plan, marked Exhibit "A", which is incorporated herein by reference. The attachment distinguishes between two sections of the property, the 'vendor area' where the sale of crafts and vegetables or other seasonal establishments will take place, and the 'parking area' which is an empty field utilized for patron parking. 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 all access permits as may be required by the Wisconsin Department of Transportation to have access off of Holy Hill Road (STH 167) or provide in writing that none are required.
  - c. Limited Parking Area. All parking related to this use shall occur on the subject property in the 'parking area' as indicated on the site plan marked as Exhibit "A". Parking on Holy Hill Road (STH 167) by patrons is prohibited, and constitutes a violation of this conditional use for which petitioner is responsible.
  - d. Limited Sales Area. All vendor sales shall occur on the subject property in the 'vendor area' as indicated on the site plan. Any sales or activity outside the designated area is prohibited, and constitutes a violation of this conditional use for which petitioner is responsible.
  - e. Security and Parking Assistance. The petitioner is responsible for employing or otherwise retaining individuals responsible for on-site security and/or parking assistance and enforcement which are adequate in number and appropriately trained to direct and otherwise assist with the parking of vehicles and accommodation of patrons related to the operation.
  - f. Limited Dates and Hours of Operation for the Holy Hill Art and Farm Market Farm Craft Fair. The petitioner is allowed to operate the Holy Hill Art and Farm Market pursuant to this conditional use only on one weekend (Fri-Sun) per

month, and only in the months of May, June, September, and October. The hours of operation shall be 9am-9pm on Friday and 9am-4pm on Saturday and Sunday. The petitioner shall notify the Village Administrator in writing at least two (2) weeks in advance of any such use.

f.g. Limited Dates and Hours of Operations for Seasonal Establishments. The petitioner is allowed to operation various "seasonal establishments" outlined in Subsection A(3) during the months of May through October. The hours of operation shall be 9am-12am on Friday and Saturday; 9am-8pm on Sunday; and 9am-10pm Monday through Thursday. The petitioner shall notify the Village Administrator in writing at least two (2) weeks in advance of any such use.

g.h. Limited Products and Activities. Agricultural uses and the sale of garden and farm-related products such as vegetables, fruits, flowers, and nursery stock shall constitute the primary and most dominant element of this use. The sale of other, non-farm items shall be limited to antiques, crafts, artwork, and similar items, and seasonal events shall constitute an ancillary element of this use. Activities may be conducted related to the use, such as making crafts, and games for children, which shall also remain an ancillary element of this use. In the event of dispute as to whether the primary use remains the sale of garden and farm-related products, the matter shall be submitted to the Village Plan Commission who shall make the final determination.

h.i. Signage Regulated. All signage must comply with Chapter 30962 of the Village Code.

h.j. Restrooms Required. The petitioner shall provide portable restrooms for guests attending functions on the property at a rate of at least two units per every two hundred guests.

6. Nature of approval. This conditional use permit shall only be transferrable ~~to to~~ John Anderson, Kristine Jacklin, or both, being a second-generation (child) descendant of Mary Anderson. Should this land be transferred to either child, notification shall be given to the Village within 60 days of the date of the land transfer. This permit shall expire and become invalid upon the sale or transfer of ownership to anyone other than those named herein.
7. Licenses/Permits. The petitioner shall be required to obtain any and all required licenses and permits from the village, county, state, and federal government. If any license or permit is issued, any and all conditions of the same are incorporated herein and made a part of this conditional use permit.
8. 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.
9. Junk. No junk as defined in eChapter 26346 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.

10. 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.
  11. 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.
  12. 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.
  13. 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.
- 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 eCounty of Washington, the sState of Wisconsin, the FFederal 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 ~~twelvethirteen~~ (12~~3~~) 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 ~~v~~Village ~~e~~C~~o~~de 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 21<sup>st</sup> day of April, 2016 ~~15<sup>th</sup> day of November, 2012~~

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
~~Jim Healy, Village Administrator~~ Joshua Schoemann, Administrator/Clerk/Treasurer

**ACCEPTANCE**

I, Mary Anderson, verify that I acknowledge that the Holy Hill Art and Farm Market and other seasonal establishments shall be bound by the terms of this conditional use approval in its entirety.

Dated this \_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mary Anderson, Petitioner

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2016~~2~~, the above named person, Mary Anderson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC

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

EXHIBIT B

**Farm to Table Dinners**

*"Holy Hill Art Farm is excited to announce our very first Dinner on the Farm series! Tucked away on 70 private acres nestled among the cornfields and kettles of South Central Wisconsin, this 160 year old family farm homestead will host on-farm dinners from June through August. Just 30 short minutes from Milwaukee along a scenic drive toward Holy Hill, you will be in awe of this pristine and private setting. The grounds flow into the sleepy hills and slopes, with views for as far as the eye can see.*

*Join us in our century old historic barn and its thirty foot, ax-hewn oak beams with sunset filtering through the weathered boards. The barn is a magical place to celebrate the bounty of Wisconsin's growing season much like our ancestors did. Memories are made of this!*

*Seated in our barn at vintage chairs and farm tables adorned with fresh cut flowers from the gardens, you'll dine on themed dinners often featuring the farmer or baker who grow, raise or make the food. Our guests will experience peak season freshness and conversations with the farmer food artisan who contributed to the table.*

*Along with great food and drink, we will also be featuring live local musicians for your ambient musical enjoyment. Eat, drink, relax. The open field skies typically show off the end of the day with a brilliant sunset as the event comes to a close.*

*Please remember – while we strive to create a rustic, peaceful and delicious evening for our guests, this is a farm and meals are served in a barn. Our events can be subject to inclement weather, insects and the usual "assaults" from nature. Dress is very flexible, some folks go "farm fancy", while other dress casually. We do encourage guests to wear or bring appropriate clothing and hats for the weather of the day. Insect repellents are also a good idea, especially if they find you more attractive than the food.*

*The price per ticket is \$65.00 (includes sales tax and gratuity). No refunds, but tickets are transferable. Seating is limited to 80 guests per event and diners must be 18 years or older."*

**Farm to Table Dinner Event #1**

The third Thursday of June Thursday, June 21<sup>st</sup> from 6-9pm

"Meat and Potatoes Night"

*"Just like our Great Grandma Loosen would have prepared! Served buffet style and presented to you by Prime Minister Restaurant. Beef Tenderloin smothered in sauce, chicken breast seasoned in lemon, olive oil and oregano, tossed salad, butter mashed potatoes and warm mixed vegetables, crisp fruits, dinner rolls with an array of special desserts prepared by Sweet P's Pantry. Includes refreshments of lemonade or water.*

**Farm to Table Dinner Event #2**

The third Thursday of July Thursday, July 21<sup>st</sup> from 6-9pm

"Stone Fired Pizza Night"

*"Combine the words pizza and road trip and Bingo! Prepared on a wood-fired authentic Italian brick pizza oven from Italy and presented to you by Pap Franks, enjoy a handcrafted, pizza, custom-made individually for each guest with your choice of scrumptious toppings. Fresh season fruits accompany your pizza with an array of special desserts prepared by Sweet P's Pantry. Includes refreshments of lemonade or water.*

**Farm to Table Dinner Event #3**

The fourth Thursday of August Thursday, August 25<sup>th</sup> from 6-9pm

"Pig Roast Night"

*"Can you say party with a pig?! Enjoy the smoked aroma as our neighbors at Maple Creek Farms prepare your dinner on a roasting spit. Served buffet style enjoy your roasted pig along with sauerkraut, secret sauce, oven baked beans, buns and potato salad with an array of special desserts prepared by Sweet P's Pantry. Includes refreshments of lemonade or water."*

2005 Legal Notice

**NOTICE OF  
PUBLIC HEARINGS  
VILLAGE OF RICHFIELD**

Thursday, April 7, 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, April 7, 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 Ms. Mary Anderson for property at 4958 STH 167 (Tax Key: V10-0152); Hubertus, WI 53033, pursuant to Section 70.188(D)(12)

2. Rezoning application submitted by Ms. Nancy Manhattan for property located at 3726 Hubertus Road (Tax Key: V10-0422); Hubertus, WI 53033 from Rs-3, Single Family Residential District to B-1, Neighborhood Business District.

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 23rd day of March, 2016  
Village of Richfield  
Jim Healy  
Village Administrator  
Publish: March 25, 2016  
WNAXLP



# Holy Hill Art Farm

4958 Hwy 167 (Holy Hill Rd) Hubertus - WI 262.644.5698 or 262.224.6153

[Art & Farm Market Events](#)   [Plan & Design Team](#)   [Vintage & Farm Prop Rentals](#)

Originally our Loosen Family Homestead ~ This 160 year old 80 acre farm is Located in the Heart of the Kettle Moraine near Holy Hill ~ The rustic property has been *Transformed* into a Unique Destination with an over abundance of Creativity and Inspiration Flowing through this Rustic Country Setting~

[Home](#)

[Market Events](#)

[Plan & Design Team](#)

[Vintage/Farm Prop Rentals](#)

[Market Folks & Application](#)

[Contact Us & Directions](#)

2016 ~ Art & Farm Market Events  
June 4/5

September 17/18    October 15/16  
Saturday & Sunday 9 - 4pm

## Join Us!

*Unique Rustic Marketplace  
Featuring Artists and Farmers  
Presenting their Goods in a Natural  
Setting*

Paintings~Drawings~Photography~Sculptures~Pottery~Vintage  
Glass~Wood~Metal~Garden~Jewelry~Fabric~Canned Goods~Smoked Fish  
For Those who Share our Passion for Art & Locally Made and Grown Products  
Hot Food & Soups~ Produce & Refreshments Prepared by Farmers and Bakers  
Check out the Creativity and Healthy Simple Living Ideas Here on the Farm!



# Holy Hill Art Farm

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We are a team of Artists with the passion and experience needed for planning unique and memorable events. Whether you're looking for us to assist with every detail, attend and coordinate or just fill in the gaps. Janelle and Kristine will coordinate a stress free event so you can enjoy every moment. You set the budget and we'll create the magic and memories.

We can wait to hear from you ~ Let's Chat ~ Meet us at our Studio - The Art Farm!

Call 262.224.6153 ~ 262.408.8852 [or email us here](#)

Follow us on



Follow us on

or



Weddings~Proposals~Corporate Events~Garden Parties~Holiday Parties~Bridal/Baby Showers~Anniversary Celebrations

[Click Here to Meet our Team and Contact Us](#)



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VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: April 21, 2016

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

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

*ISSUE SUMMARY:*

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

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

Unfortunately the 30 days of notice required for the Class I Public Hearing notice was not completed in a timely manner due to various circumstances outside of Staff’s control. However, from speaking with the Village’s Attorney, the Board can do one (1) of two (2) things relating to the petition for rezoning before you tonight. The Board has the ability to table this agenda item until next month’s meeting which would be May 19<sup>th</sup> at 7PM or it can conditionally approve the ordinance amendment pursuant to this Body approving the ordinance next month to amend the Village’s Comprehensive Plan.

If you would choose to not table, the next step in the process for this property is the petition for the Board to consider tonight, a conditional rezoning of the subject property from Rs-3, Single Family Residential District to B-1, Neighborhood Business District. It is anticipated that next month the petitioner will contemporaneously submit a proposal to combine her principal place of business with this newly purchased property and propose an amendment to her Site, Building and Plan of Operation at the Plan Commission level. The Site Plan amendment will address the engineering of the newly paved parking lot, the required additional landscaping and potential soft lighting.

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

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

Motion by Trustee Collins to recommend to the Village Board the conditional approval of Ordinance O2016-04-1, an Ordinance to rezone the subject property located at 3726 Hubertus Road (Tax Key: V10\_0422) from Rs-3, Single Family Residential District to B-1, Neighborhood Business District subject to the following Specific Conditions of Approval:

Specific Conditions of Approval:

1. The Village Board adopt by Ordinance the proposed amendment to the Village’s Land Use Map.
2. The Village Board approve a one-lot CSM combining the property located at 3726 Hubertus Road (V10\_0422) and the



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: April 21, 2016

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

- principal place of business, Johnny Manhattan's.
- 3. The Plan Commission approve the proposed amendment to the Site, Building and Plan of Operation.

Seconded by Commissioner Cote; Motion passed without objection.

FISCAL IMPACT:

REVIEWED BY: Kateyue M. Schmitt  
Village Deputy Treasurer

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

ATTACHMENTS:

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

STAFF RECOMMENDATION:

Motion to conditionally approve Ordinance O2016-04-1, an Ordinance to rezone the subject property located at 3726 Hubertus Road (Tax Key: V10\_0422) from Rs-3, Single Family Residential District to B-1, Neighborhood Business District subject to the following Specific Conditions of Approval:

Specific Conditions of Approval:

- 1. The Village Board adopt by Ordinance the proposed amendment to the Village's Land Use Map and related Comprehensive Plan text amendments.
- 2. The Village Board approve a one-lot CSM combining the property located at 3726 Hubertus Road (V10\_0422) and the principal place of business, Johnny Manhattan's.
- 3. The Plan Commission approve the proposed amendment to the Site, Building and Plan of Operation.

OR

Motion to table to the proposed rezoning until May 19, 2016 at 7PM.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

Brad Loidz  
Village Staff Member

[Signature]  
Village Administrator

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

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

ORDINANCE O2016-04-01

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

---

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

WHEREAS, the subject property contains 0.23 acres; and

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

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

WHEREAS, the Plan Commission conducted a public hearing on April 7, 2016; and

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

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

**Section 1. Zoning Map Change**

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

**Section 2. Effective Date**

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

Adopted this 21<sup>st</sup> day of April, 2016

Attest:

John Jeffords, Village President

Attest: Jim Healy, Village Administrator/Clerk

DRAFT

# PLAT OF SURVEY

PROPERTY DESCRIPTION: (Per Document No.: 1398697)

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

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

**NOTE: Title Policy**

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

**NOTE: Underground Utilities**

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

**Statement of Potential Encroachments:**

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

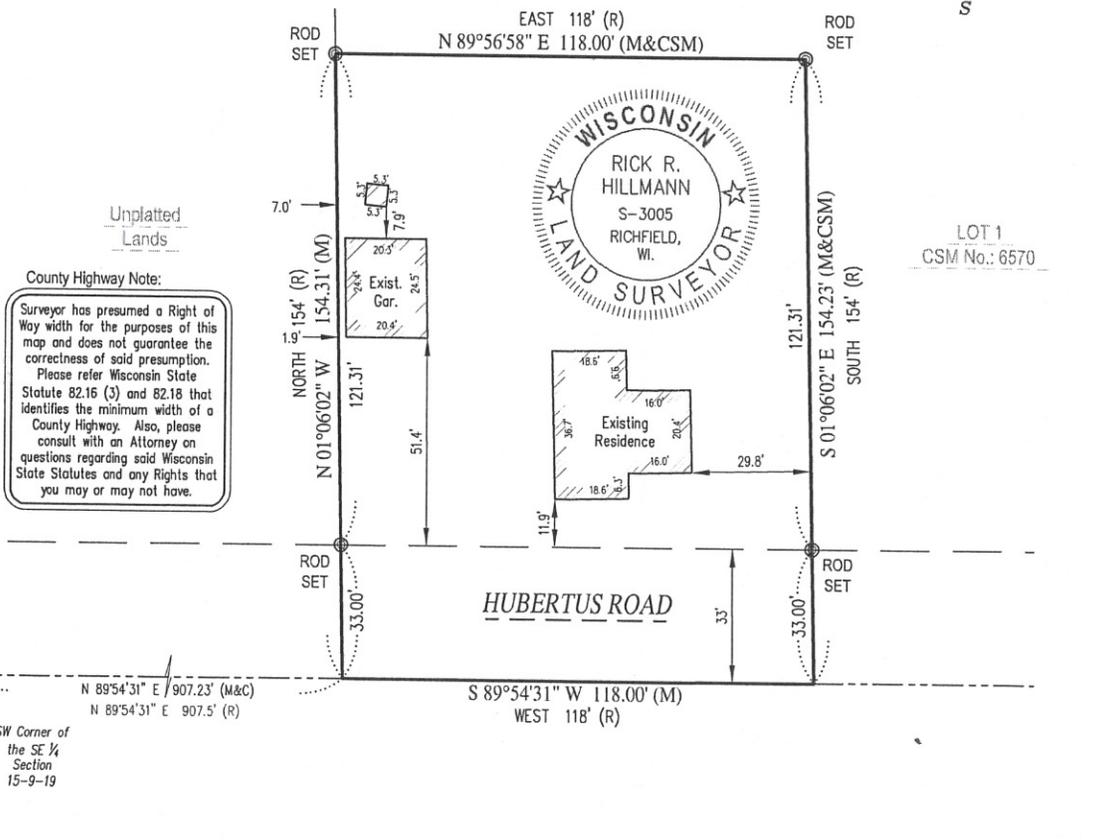
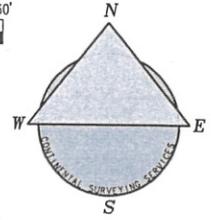
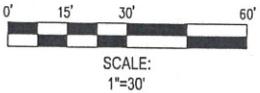
**NOTE:**

Bearings are referenced to the south line of SE ¼ of Section 15-9-19 as S 89°54'31" W  
 20"x 3/4" Iron Rod Set (1.13 lb/foot)

**LEGEND**

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

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



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

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

**CONTINENTAL SURVEYING SERVICES LLC**  
 Registered Land Surveyors, Surveying Since 1987  
 Focusing on You!

**Main Office:**  
 2059 Hwy 175, Suite "A"  
 Richfield WI. 53076  
 Phone: (262) 389-9200  
 Alt Phone: (262) 628-1409  
 Milwaukee Office: (414) 425-2060  
 Website: [www.csssurveys.com](http://www.csssurveys.com)  
 Email: [survey@csssurveys.com](mailto:survey@csssurveys.com)

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

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

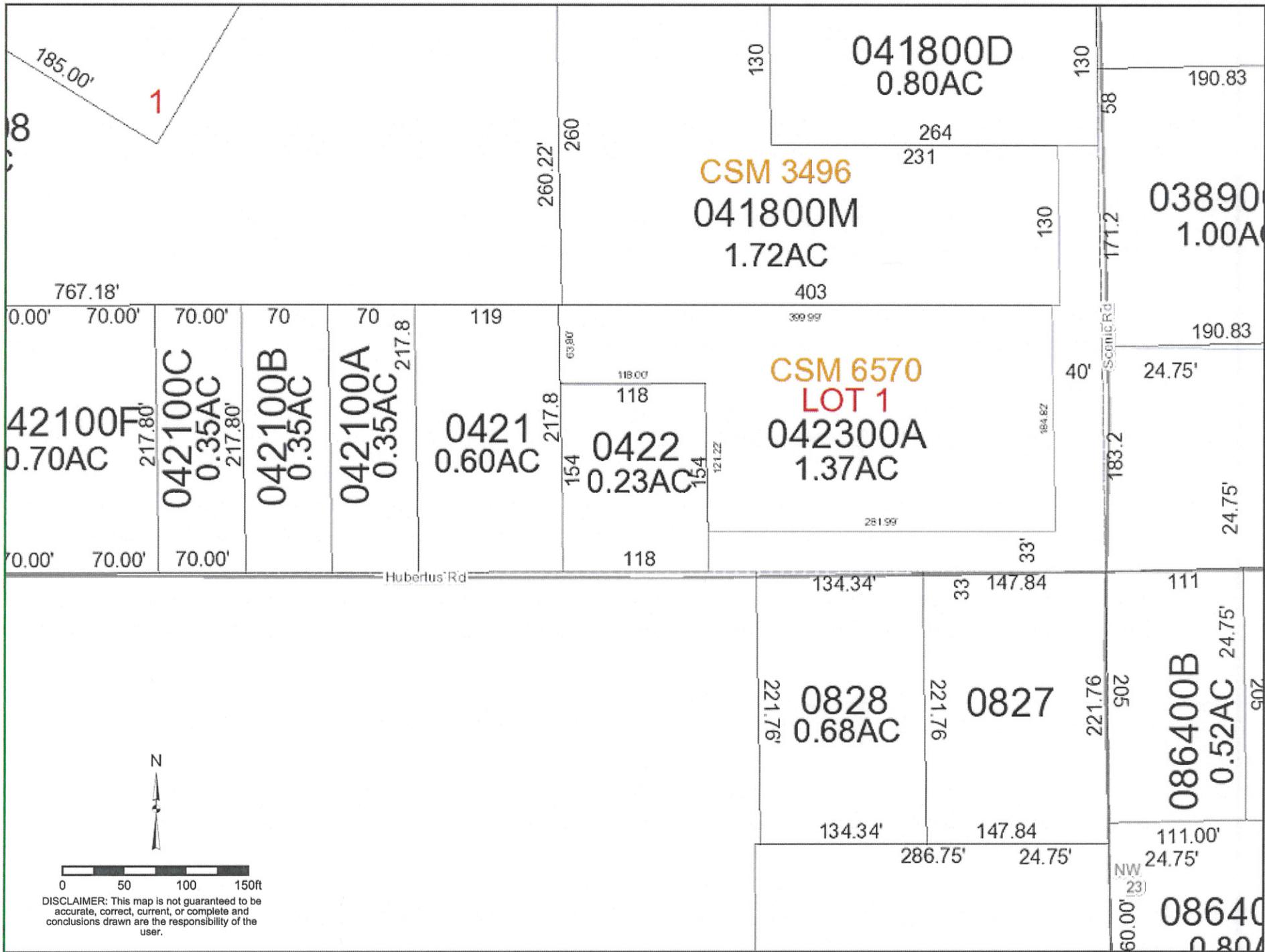
**PARCEL INFO:**  
 TAX KEY NUMBER: 0422  
 PROJECT NO.: 20160224\_MTG0002  
 SERVICE PERFORMED: MTG

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

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO. THIS SURVEY COMPLIES WITH WISCONSIN ADMINISTRATIVE CODE AE-7 EXCEPT FOR THOSE ITEMS WAIVED, IF ANY, AND IS BOUND BY WISCONSIN STATE STATUTE 89.37 THAT DEFINES STATUTE OF LIMITATIONS IN REGARDS TO SURVEYS.

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

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



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

6 c

6c



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: April 21, 2016

SUBJECT: Final plat for Lakeview Ridge subdivision off of Lakeview Drive, D & S Weyer No. III LLC, developer, Don Weyer, agent (V10\_0963)

DATE SUBMITTED: April 13, 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 FINAL PLAT FOR LAKEVIEW RIDGE SUBDIVISION?*

*ISSUE SUMMARY:*

The Village Board, on recommendation of the Plan Commission, approved a Preliminary Plat for Lakeview Ridge in 2014 with 11 specific conditions and three (3) general conditions of approval. The developer has submitted a Final Plat on March 1, 2016, which is substantially consistent with the layout of the approved preliminary plat. The Village Engineer has approved various construction plans related to the road and stormwater management. The developer has installed all of the required improvements, except for the final lift of asphalt on the road. In that regard, the developer has posted a letter of credit of \$59,800 for completion of the final lift of asphalt. The Village is not accepting the improvements at this time. Improvements will be accepted by the Village Board by separate resolution at such time as the improvements are in acceptable form and according to Village specifications. Acceptance by the Village of the aforementioned roads starts the one-year guarantee period as further described in the developer agreement.

The Village Engineer has reviewed the Final Plat and recommended approval in their letter dated March 23, 2016, with a number of caveats (attached). The Wisconsin Department of Administration in their letter dated February 24, 2016, indicated no objections to the Plat. Similarly, Washington County indicated no objections in their letter of February 16, 2016. The developer has prepared Deed Restrictions and a Stormwater Management Agreement, which are both attached for your convenience. The Village Attorney has not reviewed the final draft of the Deed Restrictions, but his only concern from when it was previously filed was that a separate Stormwater Management Agreement be created based on his firm's model from Waukesha County and incorporated therein. Based on the prepared documents, we believe the Developer has satisfied that concern but a final approval from the Village Attorney will be sought. Dr. Cherkauer has also reviewed the project and determined it complies with the Village's groundwater protection ordinance. A copy of his review letter is also attached for your convenience.

The Final Plat is entitled to approval within 60 calendar days of submittal (or agreed upon time extension) if (1) the Final Plat is submitted within 36 months of the Preliminary Plat approval, (2) the Final Plat conforms to all local plans and ordinances (including those enacted subsequent to the Preliminary Plat approval), and (3) the Final Plat meets all conditions of the Preliminary Plat.

At the April 7, 2016 Plan Commission meeting the following motion was made:

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

Specific Conditions of Approval:

1. The Village Engineer shall review the final plat and approve the same.
2. Include one or more road names on the location map on Sheet 1 of 2.
3. The width of the ROW for Lakeview Ridge Lane must be indicated per s. 236.20(4)(a), Wis. Stats.
4. The subdivider shall provide documentation from Washington County to the Village Administrator indicating that each residential lot has a suitable site for a septic system.
5. The Village Attorney shall review and approve the stormwater management agreement.
6. The Village Board approves a stormwater management agreement and the same is recorded by the Washington County register of deeds office at the same time the final plat is recorded.
7. The Village Attorney shall review and approve the deed restrictions as required under Section 70.193(J) of the zoning code with respect to "open space area ownership and maintenance requirements."
8. The Village Board approves the deed restrictions and the same is recorded by the Washington County register of deeds

6c



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: April 21, 2016

SUBJECT: Final plat for Lakeview Ridge subdivision off of Lakeview Drive, D & S Weyer No. III LLC, developer, Don Weyer, agent (V10\_0963)

DATE SUBMITTED: April 13, 2016

SUBMITTED BY: Jim Healy, Village Administrator

office at the same time the final plat is recorded.

9. The Village Treasurer signs the certificate on Sheet 2 of 2.
10. The County Treasurer signs the certificate on Sheet 2 of 2.
11. Include the following note on the face of the plat substantially as follows:
  - This plat depicts various setbacks established in the Village's zoning regulations which were in effect at the time of recording. Such zoning information is included for informational purposes only and is subject to change.
12. The subdivider shall provide a financial guarantee for the completion of the final lift on Lakeview Ridge Lane.
13. A no access strip shall be added to lots 1, 9, 10, and 12 along Lakeview Drive so there is no question that access must be off of Lakeview Ridge Lane. (This was a condition of approval for the preliminary plat.)
14. A note shall be added to lots 3, 4, 6, and 7 indicating that driveways shall be designed and constructed in compliance with Village standards, including a maximum grade of 12 percent. (This was a condition of approval for the preliminary plat.)
15. There is a note on sheet 1 of 2 indicating "All lots shall have an equal interest in the ownership of Outlots 1 and 2." That note should be modified to state that such interest is "non-transferrable."
16. Revise the first part of the notation on Sheet 2 of 2 relating to the utility easements substantially as follows:  
"All easements depicted on Sheet 1 of 2 that are titled "Utility Easement" are hereby granted by....."
17. Add a notation to the plat indicating that the Stormwater Easement is granted to the Village of Richfield subject to the terms of the Stormwater Maintenance Agreement recorded as Document # \_\_\_\_\_.
18. Two wetland areas in Outlot 1 are depicted in Exhibit B of the proposed Stormwater Maintenance Agreement. These areas should be shown on the fact of the plat per Section 236.20(5), Wis. Stats., and include a notation indicating the source of such delineations.
19. The developer shall pay as provided in the Village's ordinances a fee per lot developed in lieu of dedication of lands for park and public sites.
20. The developer shall comply with all applicable provisions of the Developer's Agreement for Lakeview Ridge, by and between the Village of Richfield and the developer.
21. The developer shall provide sufficient proof that the homeowner's association referenced in the Stormwater Management Agreement and the Deed Restrictions has been established pursuant to state law.
22. The surveyor's seal, signature, and date must appear on all sheets of the final plat. The same revision date must also be noted on each sheet.

General Conditions of Approval:

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

Seconded by Commissioner Lalk; Motion passed without objection.

bc



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: April 21, 2016

SUBJECT: Final plat for Lakeview Ridge subdivision off of Lakeview Drive, D & S Weyer No. III LLC, developer, Don Weyer, agent (V10\_0963)

DATE SUBMITTED: April 13, 2016

SUBMITTED BY: Jim Healy, Village Administrator

*FISCAL IMPACT:*

REVIEWED BY:

*Kathleen Schmitt*  
Village Deputy Treasurer

Initial Project Costs: N/A

Future Ongoing Costs: Road Maintenance

Physical Impact (on people/space): Development and creation of subdivision

Residual or Support/Overhead/Fringe Costs: Administrative

*ATTACHMENTS:*

1. Final plat for Lakeview Ridge, dated 02-11-2016
2. Stormwater management agreement
3. Deed Restrictions
4. Village Engineer's review letter dated March 23, 2016
5. Review letter from Wisconsin Department of Administration, dated February 24, 2016
6. Review letter from Washington County, dated February 16, 2016
7. Review letter from Dr. Cherkauer, dated December 30, 2014

bc



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: April 21, 2016

SUBJECT: Final plat for Lakeview Ridge subdivision off of Lakeview Drive, D & S Weyer No. III LLC, developer, Don Weyer, agent (V10\_0963)

DATE SUBMITTED: April 13, 2016

SUBMITTED BY: Jim Healy, Village Administrator

*STAFF RECOMMENDATION:*

Motion to approve the Final Plat for Lakeview Ridge subdivision, identified by Tax Key: V10\_0963, subject to the General and Specific Conditions of Approval listed below which must be satisfied before the Final Plat is released for recording by Washington County.

Specific Conditions of Approval:

1. The Village Engineer shall review the final plat and approve the same.
2. Include one or more road names on the location map on Sheet 1 of 2.
3. The width of the ROW for Lakeview Ridge Lane must be indicated per s. 236.20(4)(a), Wis. Stats.
4. The subdivider shall provide documentation from Washington County to the Village Administrator indicating that each residential lot has a suitable site for a septic system.
5. The Village Attorney shall review and approve the stormwater management agreement.
6. The Village Board approves a stormwater management agreement and the same is recorded by the Washington County register of deeds office at the same time the final plat is recorded.
7. The Village Attorney shall review and approve the deed restrictions as required under Section 70.193(J) of the zoning code with respect to "open space area ownership and maintenance requirements."
8. The Village Board approves the deed restrictions and the same is recorded by the Washington County register of deeds office at the same time the final plat is recorded.
9. The Village Treasurer signs the certificate on Sheet 2 of 2.
10. The County Treasurer signs the certificate on Sheet 2 of 2.
11. Include the following note on the face of the plat substantially as follows:
  - This plat depicts various setbacks established in the Village's zoning regulations which were in effect at the time of recording. Such zoning information is included for informational purposes only and is subject to change.
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14. A note shall be added to lots 3, 4, 6, and 7 indicating that driveways shall be designed and constructed in compliance with Village standards, including a maximum grade of 12 percent. (This was a condition of approval for the preliminary plat.)
15. There is a note on sheet 1 of 2 indicating "All lots shall have an equal interest in the ownership of Outlots 1 and 2." That note should be modified to state that such interest is "non-transferrable."
16. Revise the first part of the notation on Sheet 2 of 2 relating to the utility easements substantially as follows:  
"All easements depicted on Sheet 1 of 2 that are titled "Utility Easement" are hereby granted by....."
17. Add a notation to the plat indicating that the Stormwater Easement is granted to the Village of Richfield subject to the terms of the Stormwater Maintenance Agreement recorded as Document # \_\_\_\_\_.
18. Two wetland areas in Outlot 1 are depicted in Exhibit B of the proposed Stormwater Maintenance Agreement. These areas should be shown on the fact of the plat per Section 236.20(5), Wis. Stats., and include a notation indicating the source of such delineations.
19. The developer shall pay as provided in the Village's ordinances a fee per lot developed in lieu of dedication of lands for park and public sites.
20. The developer shall comply with all applicable provisions of the Developer's Agreement for Lakeview Ridge, by and between the Village of Richfield and the developer.
21. The developer shall provide sufficient proof that the homeowner's association referenced in the Stormwater Management Agreement and the Deed Restrictions has been established pursuant to state law.
22. The surveyor's seal, signature, and date must appear on all sheets of the final plat. The same revision date must also be noted on each sheet.

60



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: April 21, 2016

SUBJECT: Final plat for Lakeview Ridge subdivision off of Lakeview Drive, D & S Weyer No. III LLC, developer, Don Weyer, agent (V10\_0963)

DATE SUBMITTED: April 13, 2016

SUBMITTED BY: Jim Healy, Village Administrator

CONTINUED -

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.

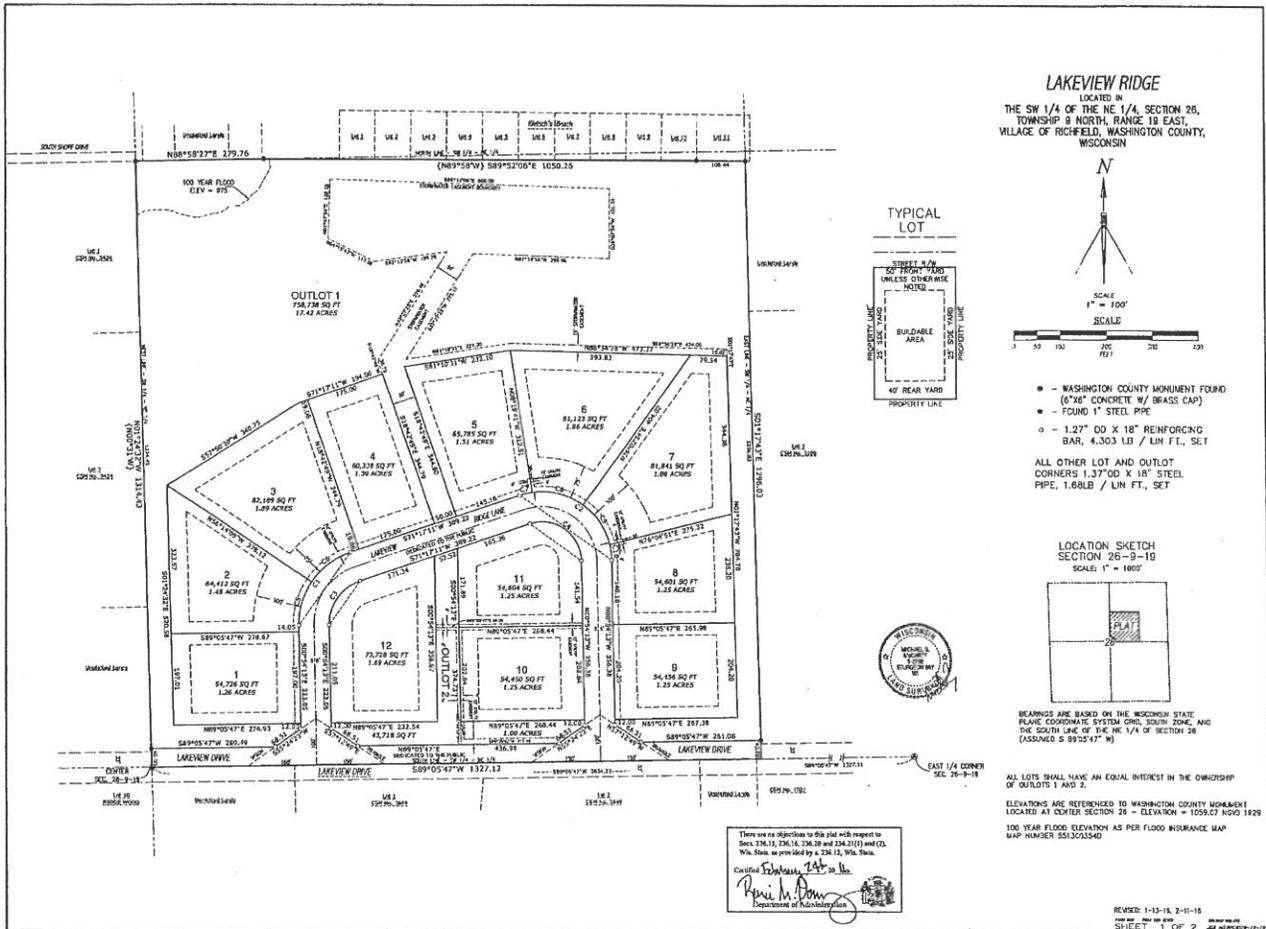
VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

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

  
\_\_\_\_\_  
Village Administrator

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

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



**LAKEVIEW RIDGE**  
 LOCATED IN  
 THE SW 1/4 OF THE NE 1/4, SECTION 26,  
 TOWNSHIP 9 NORTH, RANGE 18 EAST,  
 VILLAGE OF RICHFIELD, WASHINGTON COUNTY,  
 WISCONSIN

**Surveyors Certificate:**

I, Michael G. Mc Carly, Professional Land Surveyor for Boudhuin Incorporated, do hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Richfield, Washington County, and under the direction of D&S Weyer No III LLC, I have surveyed, divided, and mapped Lakeview Ridge; that such plot correctly represents all exterior boundaries and the subdivisions of the land surveyed; and that this land is located partly in the SW 1/4 of the NE 1/4 of Section 26, Township 9 North, Range 18 East, Village of Richfield, Washington County, Wisconsin, containing 40.13 Acres of land 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 N07°24'32"W --- 1314.63 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 Kate's track; thence S89°52'08"E --- 1050.29 feet along said south line; thence S01°17'43"E --- 1298.03 feet along the east line of said SW 1/4 of the NE 1/4 to the point of beginning.

Dated this 11<sup>th</sup> day of February, 2016  
 Michael G. Mc Carly  
 Registered Land Surveyor--2298



**Certificate of Village of Richfield**

Resolved, that the plot of Lakeview Ridge, in the Village of Richfield, which has been filed for approval is hereby approved as required by Chapter 236 for the Wisconsin State Statutes.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Richfield on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, which action becomes effective upon receipt of all other necessary agencies and all conditions of the Village of Richfield approval are satisfied on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Date \_\_\_\_\_  
 Approved \_\_\_\_\_  
 John Jeffords - Chairman  
 Loree Johnson - Village Clerk

**Owner Certificate of Dedication**

As owner, D&S Weyer No III LLC, I hereby certify that we caused the land described on this plot to be surveyed, divided, mapped, and dedicated as represented on this plot. I also certify that this plot is required by s.238.10 or s.238.12 to be submitted to the following for control or objection: Department of Administration, Village of Richfield, and Washington County Planning, Conservation and Parks Committee.

IN WITNESS WHEREOF, the hand and seal of said owner this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Don Weyer  
 STATE OF WISCONSIN  
 COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the above named Don Weyer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, \_\_\_\_\_ Wisconsin  
 My commission expires \_\_\_\_\_

**Certificate of Village Treasurer**

STATE OF WISCONSIN  
 WASHINGTON COUNTY) SS

I, KateLynn Schmitt, being the duly appointed, qualified and acting village treasurer of the Village of Richfield, do hereby certify that the records in my office show no unpaid taxes or unpaid special assessments as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, affecting the lands included in the plot of Lakeview Ridge.

(Date) \_\_\_\_\_ KateLynn Schmitt Village Treasurer

**County Treasurer Certificate**

STATE OF WISCONSIN  
 WASHINGTON COUNTY) SS

I, Jane Marten, being the duly elected, qualified and acting treasurer of the County of Washington, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, affecting the lands included in the plot of Lakeview Ridge.

(Date) \_\_\_\_\_ Jane Marten County Treasurer

**UTILITY EASEMENT PROVISIONS**

A easement for electric, natural gas and communications service is hereby granted by Don Weyer, Grantor, to WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, and Wisconsin Gas, Inc., (W/G), Grantees, their respective successors and assigns, to construct, install, operate, repair, maintain and replace lines, poles, towers, and other facilities used in connection with electric transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes on the lands here or may hereafter be used, all to, over, under, across, along and upon the property shown within these terms on the plat hereunto attached as "Utility Easement Areas" and the property designated on the plat for electric and gas, whether public or private, together with the right to install service connections, poles, towers, wires and beneath the surface of such lot to serve instruments, lines, or on adjacent lots, also the right to lay or cut down lines, trees and vines as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or cause to have restored the property as nearly as is reasonably practicable to the condition existing prior to such entry by the Grantee or their agents. This restriction, however, does not apply to the total installation of and underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any lines, poles or towers which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantee's facilities or to, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantee. Any installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of Grantee. The grant of easement shall be binding upon and heirs to the benefit of the heirs, successors and assigns of all parties hereto.

CURVE TABLE						
CURVE	LENGTH	RADIUS	INCLUDED ANGLE	CHORD	CHORD BEARING	TANGENT DIST
C1	208.15	188.30	201.18	200.18	N89°05'47"W	1327.11
C2	281.31	150.30	187°46'38"	344.51	S89°52'08"E	1050.29
C3	115.50	165.50	72°17'43"	115.50	S01°17'43"E	1298.03
C4	104.21	81.50	187°48'24"	104.21	N88°58'27"E	279.76
C5	104.21	81.50	187°48'24"	104.21	N88°58'27"E	279.76
C6	279.76	188.30	57°24'32"	279.76	N07°24'32"W	1314.63
C7	1327.11	150.30	102°24'32"	1327.11	S89°05'47"W	1327.11
C8	1327.11	150.30	102°24'32"	1327.11	S89°05'47"W	1327.11
C9	1327.11	150.30	102°24'32"	1327.11	S89°05'47"W	1327.11
C10	31.30	150.30	130°54'10"	31.30	N07°24'32"W	1314.63

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.27 and 236.31(1) and (2), Wis. Stat., as provided by s. 236.15, Wis. Stat.

Christina Johnson, 2/16/16  
 Department of Administration

**Lakeview Ridge**  
**Stormwater Management Practice**  
**Maintenance Agreement**

---

WHEREAS, Lakeview Ridge Home Owner's Association (hereafter "owner") owns the property described in Exhibit A (hereafter "subject property"); and

WHEREAS, the owner desires to create a land division in accordance with certain plans and specifications approved by the Village of Richfield; and

WHEREAS, the owner agrees to install and maintain stormwater management practice(s) on the subject property in accordance with construction plans approved by the Village of Richfield; and

WHEREAS, the owner further agrees to the terms stated in this agreement to ensure that the stormwater management practice(s) serve their intended function in perpetuity.

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the owner hereby executes this agreement, intending to be bound and to impose this agreement as a covenant and restriction upon the subject property.

**Return to:**

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

- A. **Exhibits.** This agreement includes the following exhibits:
1. **Exhibit A:** Legal description of the subject property.
  2. **Exhibit B:** Location map(s) showing the 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.
- B. **Inspections.** The owner shall periodically inspect the stormwater management practices 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 owner shall, at their cost and within a reasonable time period determined by the village administrator, conduct such an inspection. If the owner does not conduct an inspection as requested, the Village of Richfield is authorized to conduct an inspection and submit an invoice to the owner for such expense. If the owner does not pay such costs within 60 days of the date of the invoice, the Village of Richfield may assess such cost as a special charge against the subject property pursuant to the procedures and requirements set forth in state law.
- C. **Maintenance.** The owner shall perform all necessary work to maintain the stormwater management practices in accordance with the maintenance plan in Exhibit C, 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 owner's sole cost and expense. If the owner fails to maintain the stormwater management

measures as set forth in this agreement, the Village of Richfield shall have the right, after providing the owner with written notice of the maintenance issue and thirty (30) days to comply, to enter the subject property 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 the subject property. If the Village of Richfield performs any work under this paragraph, the village administrator shall send an invoice to the owner for such expense. If the owner does not pay such costs within 60 days of the date of the invoice, the Village of Richfield may assess such cost as a special charge against the subject property pursuant to the procedures and requirements set forth in state law.

- D. **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.
- E. **Reporting.** The owner shall notify the Village of Richfield in writing of any maintenance work performed pursuant to this agreement.
- F. **Submittal of as-built drawings and specifications.** The owner shall submit the following information to the village administrator within 30 days after the village engineer approves the installed practices:
  - 1. Design summary for the wet detention basin including key engineering calculations and other data used in the design.
  - 2. As-built cross-section and plan view of the wet detention basin.
  - 3. Verification by the project engineer that the design and construction of the wet detention basin complies with all applicable standards and requirements
  - 4. Any other information as may be requested by the village administrator or the village engineer.
- G. **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.
- H. **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.
- I. **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.
- J. **Amendment.** This agreement may be amended with the written approval of the Village of Richfield Village Board and all of the then owners of the subject property.



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:

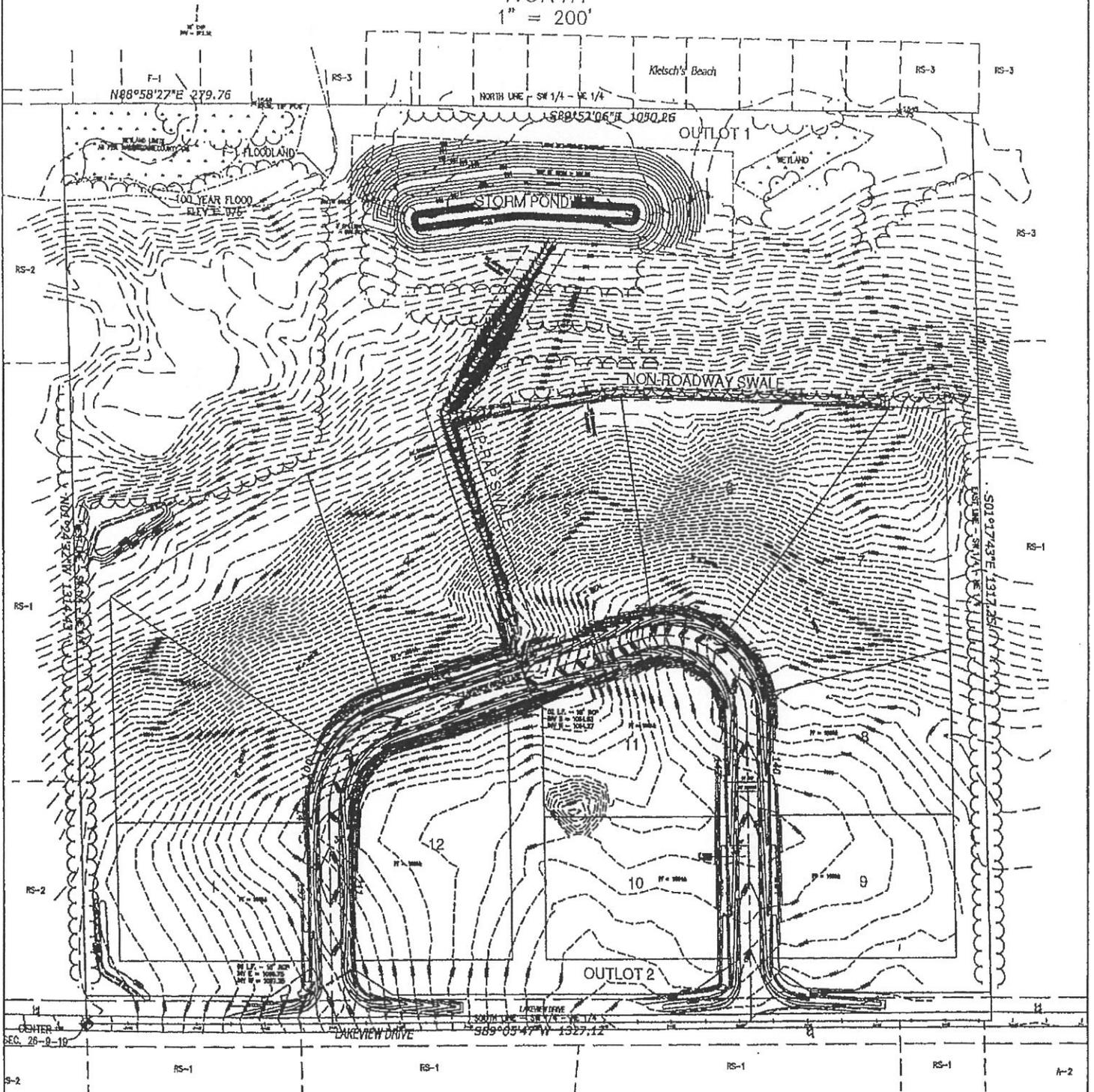
Commencing at the East 1/4 of said Section 26; thence S89°05'47"W -- 1327.11 feet along the south line of the NE 1/4 of said Section 26 to the point of beginning of lands to be described; thence continuing S89°05'47"W -- 1327.12 feet along said south line to the Center of said Section 26; thence N01°24'32"W -- 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'



DB

CAD:\MGM\LDWG\DCN HEYER 22090\DWG\090-EXB  
SHEET 1 OF 1

JOB NO. 22090  
1-15-16

**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**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF**  
**LAKEVIEW RIDGE**

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

**RECITALS**

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant 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, Declarant, 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 Declarant, 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. Declarant 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.

DRAFTED 12/1/2015

## ARTICLE 1 DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association. The "Association" shall mean Lakeview Ridge Estates, the members of which shall be all 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 outlots 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 Declarant. The "Declarant" shall mean D&S Weyer No. III, LLC, a Wisconsin limited liability corporation and the successors and assigns of Declarant pursuant to assignment in accordance with Section 15.7 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. 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
- 1.17 Owner. "Owner" shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots which it holds title.
- 1.18 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.
- 1.19 Plat. A "Plat" is the plat of the Property as recorded in the Register's Office.
- 1.20 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.
- 1.21 Register's Office. The "Register's Office" shall mean the office of the Register of Deeds for Washington County, Wisconsin.
- 1.22 Rules. The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.
- 1.23 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 Administration. Declarant shall establish the Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules and all other uses and restrictions on the property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting. Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association. Declarant 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 the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) fifteen (15) years from the date that the first Lot is conveyed to any person other than Declarant; or (2) thirty (30) days after the conveyance by Declarant to purchasers of all Lots; or (3) Declarant's election to waive its rights to control.

2.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties 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. 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 at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including 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 is 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) The Declarant and the Owners hereby appoint the Association as the "agent" for the administration of the Common Areas, with the complete authority over the Common Areas as described herein. The Association shall not have the right to sell, mortgage, or lease any or all of the Common Areas except if approved by the Owners as an amendment hereto under Article 9.

(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) Declarant is advised that each Owner's interest in the Common Areas may be assessed and taxed for real estate tax purposes. Declarant 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.

### ARTICLE 3 ASSESSMENTS

3.1 Budget and Assessments. The Association 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 Association 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 Association shall take appropriate measures as permitted by law. 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 payments may in some cases not be permitted 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 Association 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 Declarant 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 Declarant. Declarant has made a contribution to the Association in lieu of all assessments which might otherwise be imposed on Declarant's Lots. The Association shall have no power to levy assessments against Declarant or Lots for which Declarant 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 Declarant, 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 Declarant 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.

## 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, pursuant to Chapter 118 of the Village Code. 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, denned 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 Declarant 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) Declarant 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 ("TOCSA") ; 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. Declarant shall approve all plans. Declarant 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 Declarant. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. After

Declarant 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 Declarant may serve on the ACC.

- (b) No Development Without Prior Approval. Not less the 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, or
  - (4) 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 Declarant, 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 square feet 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 material within its jurisdictional limits, the Village. Garages must be constructed at the time of construction of the residence and all exterior features must be completed prior to occupancy of the residence.

(b) Detached garages may be permitted by the ACC, provided they are 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 ½" 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 Declarant, 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 Declarant 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) Declarant 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 Declarant 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 Declarant 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 Declarant 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.
- (4) 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. Declarant 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 which is naturally occurring on the lot at the time the site developments have been completed by the Declarant, unless and until he shall first obtain the written approval of the Village Engineer for such grade alterations. In order to obtain the 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 and the Village of Richfield.

## 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 area 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 or by the Declarant prior to the sale of 100% of all lots and by the Village of Richfield Village Board. Such amendment shall be effective only upon recording. Notwithstanding the above, the Declarant reserves the exclusive right to amend this Declaration through December 31, 2016 subject to obtaining the Village's approval.

9.2 Procedures. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

## 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 DECLARANT

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

(a) may use the Outlots, and any unsold Lots in any lawful manner as may facilitate the sale of Lots, Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as spec homes. In delegating such rights to other persons, Declarant'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 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant'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 Declarant, 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 Declarant, 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 Declarant. 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 Declarant 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.

## 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.

15.3 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.

15.4 Remedies. All remedies herein are cumulative

15.5 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.

15.6 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant 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 Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 Tax Delinquency. In the event Washington County and/or the Village of Richfield become owners of any lot through the tax delinquency process, neither Washington County nor the Village of Richfield shall be liable for any fees or special assessments described herein.

15.10 Disclaimer. Notwithstanding any other provisions of this Declaration, the Declarant is under no obligation to any lot owner to develop or plat at any time any portion(s) of this development not already platted as of the date of recording of this Declaration.

Executed at Washington County, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015

D&S Weyer No. III LLC

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

Donald Weyer

**ACKNOWLEDGEMENT**

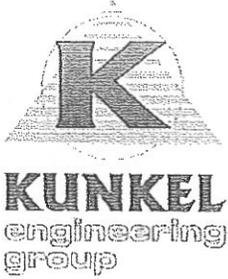
*STATE OF WISCONSIN)*

) *SS*

*COUNTY OF WASHINGTON)*

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015, the above named \_\_\_\_\_ and \_\_\_\_\_ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_



1115 S. Main Street  
West Bend, WI 53095  
262-384-4406  
kunkelengineering.com

March 23, 2016

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

**Re: Lakeview Ridge Subdivision – Final Plat Review**

Dear Jim:

Please be advised that our office is in receipt of a final plat for the Lakeview Ridge subdivision located in Richfield, Wisconsin. Please consider this transmittal a review of the final plat and related documents relative to Chapter 66.04 of the Village of Richfield Code of Ordinances.

The proposed development consists of 12 single-family home sites located on a 40 acre parcel abutting Lakeview Drive. In addition to the 12 single-family lots, two outlots have also been created to provide both open space and a stormwater management basin. All lots have equal ownership interest in Outlots 1&2. Lots to be developed range in size from 1.25 acres to 1.89 acres. The State of Wisconsin Department of Administration has reviewed and certified that the proposed plat meets the restrictions with respect to Section 236 of the Wisconsin Statutes. State certification was provided on February 24, 2016. Finally, the Surveyor's Certificate also states that plat is in compliance with all provisions of subdivision regulations of the Village of Richfield.

Jim, based upon my review of the final plat pursuant to the regulations contained within Section 66.04 of the Village Code of Ordinances and the minutes of the Village of Richfield Plan Commission dated December 4, 2014, I heretofore recommend that the Village consider approval of the Lakeview Ridge final plat.

In addition, I want to bring to the Village's attention certain items that may be noteworthy to address:

- 1) The Village Plan Commission did require that driveways designed to serve Lots 3, 4, 6 and 7 be constructed in compliance with Village standards and not exceed a grade of 12%.
- 2) That a Stormwater Management Plan and easement be prepared by the applicant and approved by the Village of Richfield.

The above narrative incorporates my comments relative to the review of the final plat for the Lakeview Ridge Subdivision. Should you have any questions and interim, please contact me at your convenience.

Sincerely,

KUNKEL ENGINEERING GROUP

A handwritten signature in black ink, appearing to read 'C. Kunkel', written in a cursive style.

Craig J. Kunkel, P.E.



**WISCONSIN DEPARTMENT OF  
ADMINISTRATION**

**SCOTT WALKER**  
GOVERNOR  
**SCOTT A. NEITZEL**  
SECRETARY

**Plat Review**

101 E Wilson St FL 9, Madison WI 53703  
PO Box 1645, Madison WI 53701  
(608) 266-3200 Fax: (608) 264-6104 TTY: (608) 267-9629  
E-mail: [plat.review@wi.gov](mailto:plat.review@wi.gov)  
<http://doa.wi.gov/platreview>

February 24, 2016

**0125**  
PERMANENT FILE NO. 27265

MICHAEL G. MCCARTY  
BAUDHUIN INCORPORATED  
PO BOX 105  
STURGEON BAY WI 54235

Subject: LAKEVIEW RIDGE  
NE 1/4 S26 T9N R19E  
VILLAGE OF RICHFIELD, WASHINGTON COUNTY

Dear Mr. McCarty:

You have submitted LAKEVIEW RIDGE for review. The Department of Administration does not object to the final plat bearing your February 11, 2016 signing date. We certify that it complies with: s. 236.15, s. 236.16, s. 236.20, and s. 236.21, Wis. Stats.; and the Washington County Planning & Parks Department. Certification of this plat does not include review for compliance with requirements relating to private sewage systems.

**DEPARTMENT OF ADMINISTRATION COMMENTS:**

The Department of Administration has no conditions for this plat.

Note to all: The surveyor indicated that all exterior monuments have been set and that the Village of Richfield has temporarily waived placing the interior monuments per s. 236.15 (1) (h), Wis. Stats.

**COUNTY PLANNING AGENCY:**

The Washington County Planning & Parks Department is an objecting agency on this plat. On December 14, 2015 we transmitted copies to them for review. On February 23, 2016 they returned a copy of the plat certifying no objection.

The plat shall be presented to the Village Board for final approval and signing. The Village, during its review of the plat, will have resolved when applicable that the plat:

- complies with local comprehensive plans, official map or subdivision control ordinances;
- conforms with areawide water quality management regulations;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- is served by public sewer or private sewage systems;
- includes service or is serviceable by necessary utilities.

Any changes to the plat involving details checked by this Department, or the Washington County Planning & Parks Department will require submission of the plat to the Department for recertification before the plat is eligible for recording. Such changes can be found by comparing the recordable document with the half-size copy of the certified plat furnished with this letter.

If there are any questions concerning this review, please contact our office, at the number listed below. If there are any questions regarding private sewage system review, please contact Mark Finger, Department of Safety and Professional Services, at (608) 574-1189.

Sincerely,

  
Renee M. Powers, Supervisor  
Plat Review  
Phone: (608) 266-3200

Enc: Recordable Document, Original, Print

cc: D&S Weyer No. III LLC, Owner  
Clerk, Village of Richfield  
Washington County Planning & Parks Department  
Department of Safety and Professional Services  
Register of Deeds  
SEWRPC

ORIGINAL RECEIVED FROM SURVEYOR ON 12/14/2015; REVIEWED ON 01/13/2016  
SUBSTITUTE ORIGINAL RECEIVED FROM SURVEYOR ON 01/21/2016 & 02/12/2016



# Washington County Planning and Parks Department

## NOTIFICATION OF ACTION ON PROPOSED SUBDIVISION PLAT WASHINGTON COUNTY PLANNING, CONSERVATION AND PARKS COMMITTEE

February 16, 2016

Department of Administration  
Attn Renee Powers, Plat Review Unit  
P O Box 1645  
Madison WI 53701-1645



Dear Ms. Powers:

This letter is to inform you that the Washington County Planning, Conservation and Parks Committee has considered the following subdivision plat pursuant to Wisconsin Statutes and applicable local Ordinances:

Date of Meeting: February 10, 2016

Subdivision Name: Lakeview Ridge

// Pre-Preliminary Plat // Preliminary Plat /X/ Final Plat

Location: NE ¼, Section 26  
Municipality: Village of Richfield  
Subdivider: D & S Weyer No III, LLC  
Surveyor: Michael G. McCarty

Action taken: The Planning, Conservation and Parks Committee stated no objection to the Lakeview Ridge Final Plat as presented, subject to benchmarks being established for each lot to be utilized for the soil tests on each lot.

If you have any questions regarding this subdivision plat, please do not hesitate to contact me.

Sincerely,

Jay T. Shambeau  
Administrator  
JTS:PJG:jw

Enclosure – State numbered, County-certified final plat for Lakeview Ridge

cc:  Municipal Clerk  
 Subdivider  
 Surveyor  
 Land & Water Conservation Division

Douglas S. Cherkauer PG, PH  
1740 Stoneway Ct.  
Richfield, WI 53076

December 30, 2014

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

Re: Application for a Groundwater Protection Permit for Lakeview Ridge Subdivision

Jim,

I have completed my review of the report submitted in support of the application for a groundwater permit for the proposed Lakeview Ridge subdivision. The report is entitled "Geologic and Hydrologic Conditions and the Potential Influence of Proposed Residential Development, Lakeview Subdivision, Richfield, WI" by Stantec Consulting Services, Inc.

**Recommendation:**

It is my recommendation to you, the Village Board and all others involved in the process that a groundwater permit be granted for the proposed Lakeview Ridge subdivision.

**Rationale:**

The Stantec report provides a thorough and largely accurate overview of the hydrogeology of the site and then presents the likely impacts of the development on the groundwater system. It is not known at this time whether the sand and gravel aquifer beneath the site is unconfined or semi-confined. Therefore, the report presents the results of a series of calculations of what the likely drawdown at the nearest property boundary under both conditions.

For unconfined conditions, the projected drawdowns presented range from 0.06 to 0.67 feet. For semi-confined conditions, the range is from 0.07 to 0.90 feet. All the values have been calculated using the hyper-conservative that all of the pumping is being removed at a single site, arbitrarily located 200 feet from the nearest property boundary. At first glance, it appears that the proposed project satisfies the Richfield groundwater protection ordinance. However, the report never uses the combination of other conditions that I think are reasonably most conservative for the site.

Consequently, I have recalculated drawdowns using individual wells and conservative hydraulic properties that I feel are more representative of the site. I have done this using wells assumed to be close to the setback limits, but outside the designated septic areas, on the 3 lots closest to both the southeastern and southwestern corners of the subdivision. I have then summed the drawdowns from each of those 3 wells at the location on the property boundary where their total is maximized.

I've assumed that each well will pump a net 400 gallons per day (gpd) from the deep sand and gravel aquifer only. This is more pumpage than is likely and is also been assuming that the treated wastewater return will not reach aquifer on site. Finally my calculations assume that the aquifer has a hydraulic conductivity of 4.4 ft/day (based on the Richfield model), a thickness of 90 feet (based on Stantec's cross-sections) and a storage coefficient of 0.01 (representing confined conditions).

For the southwestern corner, wells have been placed in Lots 1, 2 and 12 at distances of 55, 136 and 105 feet, respectively, from a common point about 40 feet west of the intersection of the subdivision road with Lakeview Drive. After 10 years, the projected drawdowns from those wells is 0.13, 0.11 and 0.11 feet, respectively. The composite drawdown at the common point is therefore 0.35 feet. After 50 years, the composite drawdown would remain under 0.4 feet, so the SW corner of the site falls well within the Richfield drawdown standard.

For the southeastern corner, wells have been placed on Lots 8, 9 and 10 at distances of 125, 85 and 85 feet, respectively, from a common point about 30 feet east of the intersection of the subdivision road and Lakeview Drive. After 10 years, the projected drawdowns from those wells is 0.11, 0.12 and 0.12 feet, respectively. The composite drawdown at the common point is once again 0.35 feet. After 50 years, the composite drawdown would again remain under 0.4 feet, so the SE corner of the site falls well within the Richfield drawdown standard.

There are no other lots at which wells would contribute significantly to the composite drawdowns at these corners of the site. In addition, there are no other locations on the platted site where 3 or more wells would have significant overlapping impacts.

Because my assumptions are very conservative, my calculations allow me to agree with the Stantec assertion that the site, as designed, will comply with the Richfield groundwater drawdown standard. That is the basis for my recommendation of approval of a groundwater permit for the proposed Lakeview Ridge subdivision.

  
Douglas Cherkauer  
Hydrogeologist

6 d



VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

# 6d

MEETING DATE: April 21, 2016

SUBJECT: Recovery of Unlawful Tax, 4667 Elk Court (Tax Key: V10\_1193059)

DATE SUBMITTED: April 14, 2016

SUBMITTED BY: KateLynn Schmitt, Administrative Services Coordinator/Deputy Treasurer

POLICY QUESTION: SHOULD THE VILLAGE BOARD GRANT THE CLAIM FOR A "RECOVERY OF UNLAWFUL TAX"?

ISSUE SUMMARY:

Bryan and Suzanne Sherman submitted a letter on January 28th, 2016 to Laura Johnson, Deputy Clerk. In the letter, Mr. and Mrs. Sherman requested a refund of property taxes for their new home at 4667 Elk Court based on an error in their 2015 assessed value. The total 2015 assessed value can be found on their attached 2015 tax bill which amounted to \$544,200. Their previous assessed value in 2014 was \$94,500. The significant increase was the result of the construction that took place in 2014 on their new home. The error occurs in the included assessment of their finished basement that was incorrectly assessed on their 2015 tax bill. On January 1, 2015, the finished basement had not yet been completed, but it was assessed to its full amount.

Under most circumstances, property owners are required to contest their assessments to the Board of Review in order to receive any relief on a disputed assessment. The Sherman's did not receive the notice of assessment increase that was mailed to them on June 19th, 2015, because it was mailed to their previous address, and therefore they did not have the opportunity to dispute their assessment at the Board of Review. The law does still provide for certain types of errors, called "palpable errors", to be corrected after taxes are billed and any excess taxes may then be refunded or rescinded.

The Village's contracted Assessor, Dean Peters has indicated that a finished basement that did not exist at the time of assessment would in fact qualify as a "palpable error" under Wisconsin Statutes §74.33. The assessed value allocated to the finished basement was \$40,400, which equates to \$532.41 in property taxes on the 2015 tax bill.

The Village has 90 days from the receipt of the claim, January 28th, 2016, to take action to either allow or disallow the claim. If the Village allows the claim and refunds or rescinds taxes, the Village can subsequently request a "charge back" of the refunded taxes from the Department of Revenue. If approved by the Department of Revenue, all or part of the rescinded taxes would be refunded to the Village in February of 2017. The Village's share of this, in that instance is approximately \$53.24

FISCAL IMPACT:

REVIEWED BY:   
Village Deputy Treasurer

- Initial Project Costs: \$532.41
- Future Ongoing Costs: Administrative
- Physical Impact (on people/space): None
- Residual or Support/Overhead/Fringe Costs: Administrative



# VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

# 6d

MEETING DATE: April 21, 2016

SUBJECT: Recovery of Unlawful Tax, 4667 Elk Court (Tax Key: V10\_1193059)

DATE SUBMITTED: April 14, 2016

SUBMITTED BY: KateLynn Schmitt, Administrative Services Coordinator/Deputy Treasurer

**ATTACHMENTS:**

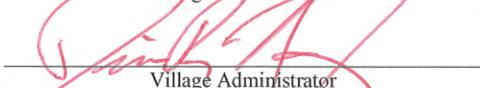
1. 2014 Tax Bill for 4667 Elk Court
2. 2015 Tax Bill for 4667 Elk Court
3. Letter dated January 28<sup>th</sup>, 2016 from Bryan and Suzanne Sherman
4. Letter dated February 25<sup>th</sup>, 2016 from Village Assessor Dean Peters
5. §74.35 Wis. Statutes
6. §74.33 Wis. Statutes

**STAFF RECOMMENDATION:**

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

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. \_\_\_\_\_

**STATE OF WISCONSIN--WASHINGTON COUNTY  
PROPERTY TAX BILL FOR 2014  
REAL ESTATE**

**\*\* This is the ONLY notice you will receive \*\***

VILLAGE OF RICHFIELD  
VILLAGE HALL  
4128 HUBERTUS RD  
HUBERTUS WI 53033

BRYAN J&SUZANNE L SHERMAN

Parcel No. **V10 1193 059**

Bill No. 6686

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Legal Description/Location of Property  
4667 ELK CT  
PT OF W1/2 NE+SE NW  
WINCHESTER FIELDS PHASE III  
LOT 53+INT OL 7+8+9  
DOC 1343721  
SEC 29-9-19 1.48 AC

BRYAN J&SUZANNE L SHERMAN  
1446 TOMAC LN  
HUBERTUS WI 53033

Please inform the treasurer of any address change

ASSESSED VALUE LAND	ASSESSED VALUE IMPROVEMENTS	TOTAL ASSESSED VALUE	AVERAGE ASSMT RATIO	NET ASSESSED VALUE RATE (Does NOT Reflect Credits)	<b>NET PROPERTY TAX</b> 1,255.71
94,500		94,500	1.0225	13.2880/M	
ESTIMATED FAIR MARKET VALUE LAND	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS	TOTAL ESTIMATED FAIR MARKET VALUE	<input type="checkbox"/> A star in this box means unpaid prior year taxes	School taxes also reduced by school levy tax credit	\$147.22
92,400		92,400			
TAXING JURISDICTION	2013 ESTIMATED STATE AIDS ALLOCATED TO TAX DISTRICT	2014 ESTIMATED STATE AIDS ALLOCATED TO TAX DISTRICT	2013 NET TAX	2014 NET TAX	%TAX CHANGE
STATE TAX			16.84	15.58	-7.5%
COUNTY TAX	302,791	317,755	310.18	270.54	-12.8%
VILLAGE TAX	440,011	451,370	175.20	157.69	-10.0%
RICHFD J 1 4820	1,235,390	1,492,746	427.04	389.81	-8.7%
HTFD UNION HS	1,538,790	1,783,412	396.21	360.13	-9.1%
MPTC	145,244	175,007	155.67	61.96	-60.2%
Totals	3,662,226	4,220,290	1,481.14	1,255.71	-15.2%
1st Dollar Credit					
Lottery and Gaming Credit(0)					
Net Tax			1,481.14	1,255.71	-15.2%

**TOTAL DUE: 1,255.71**

For Full Payment, Pay to Local Treasurer by  
**JANUARY 31, 2015**

**WARNING:** If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and applicable penalty.

**Failure to pay on time. See reverse.**

PAY 1ST INSTALLMENT OF: **\$628.71**  
BY JANUARY 31, 2015

Amount Enclosed \_\_\_\_\_  
TO LOCAL TREASURER

Make Check Payable to:

VILLAGE OF RICHFIELD  
ATTN TREASURER  
4128 HUBERTUS RD  
HUBERTUS WI 53033

Parcel No. V10 1193 059

Bill No. 6686

BRYAN J&SUZANNE L SHERMAN

Include This Stub With Your Payment

AND PAY 2ND INSTALLMENT OF: **\$627.00**  
BY JULY 31, 2015

Balance Due \_\_\_\_\_  
TO COUNTY TREASURER

Make Check Payable to:

**WASHINGTON COUNTY TREASURER**  
JANE C MERTEN  
432 E. WASHINGTON ST  
PO BOX 1986  
WEST BEND WI 53095

Parcel No. V10 1193 059

Bill No. 6686

BRYAN J&SUZANNE L SHERMAN

Include This Stub With Your Payment

OR PAY FULL AMOUNT OF: **\$1,255.71**  
BY JANUARY 31, 2015

TO LOCAL TREASURER

Make Check Payable to:

VILLAGE OF RICHFIELD  
ATTN TREASURER  
4128 HUBERTUS RD  
HUBERTUS WI 53033

Parcel No. V10 1193 059

Bill No. 6686

BRYAN J&SUZANNE L SHERMAN

Include This Stub With Your Payment

VILLAGE OF RICHFIELD  
 ATTN TREASURER  
 4128 HUBERTUS RD  
 HUBERTUS WI 53033



WASHINGTON COUNTY - STATE OF WISCONSIN  
 PROPERTY TAX BILL FOR 2015  
 REAL ESTATE

SHERMAN, BRYAN J  
 SUZANNE L SHERMAN

Parcel Number: V10 1193059  
 Bill Number: 25106

**Important:** Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

**Location of Property/Legal Description**

4667 ELK CT  
 Sec. 29, T9N, R19E  
 PT OF W1/2 NE+SE NW WINCHESTER FIELDS PHASE III LOT  
 53+INT OL 7+8+9 DOC 1343721 SEC 29-9-19 1.48 AC  
 1.480 ACRES

25106/V10 11930593137 3137  
 BRYAN J SHERMAN  
 SUZANNE L SHERMAN  
 4667 ELK CT  
 HUBERTUS WI 53033

Please inform treasurer of address changes.

ASSESSED VALUE LAND	ASSESSED VALUE IMPROVEMENTS	TOTAL ASSESSED VALUE	AVERAGE ASSMT. RATIO	NET ASSESSED VALUE RATE (Does NOT reflect credits)	NET PROPERTY TAX
94,500	449,700	544,200	0.997204752	0.01317839	7110.13
ESTIMATED FAIR MARKET VALUE LAND	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS	TOTAL ESTIMATED FAIR MARKET VALUE	<input type="checkbox"/> A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit	
94,800	451,000	545,800		916.90	
TAXING JURISDICTION	2014 EST. STATE AIDS ALLOCATED TAX DIST.	2015 EST. STATE AIDS ALLOCATED TAX DIST.	2014 NET TAX	2015 NET TAX	% TAX CHANGE
STATE OF WISCONSIN	0	0	15.58	92.64	494.6%
WASHINGTON COUNTY	317,755	325,544	270.54	1,555.10	474.8%
VILLAGE OF RICHFIELD	451,370	453,695	157.69	904.91	473.9%
RICHFIELD J 1	1,492,746	1,419,796	389.81	2,514.62	545.1%
HARTFORD UNION HS	1,783,412	1,699,527	360.13	1,737.69	382.5%
MOR PARK TECH COLL	175,007	998,703	61.96	366.72	491.9%
<b>TOTAL</b>	<b>4,220,290</b>	<b>4,897,265</b>	<b>1,255.71</b>	<b>7,171.68</b>	<b>471.1%</b>
FIRST DOLLAR CREDIT			0.00	-61.55	0.0%
LOTTERY AND GAMING CREDIT			0.00	0.00	0.0%
<b>NET PROPERTY TAX</b>			<b>1,255.71</b>	<b>7,110.13</b>	<b>466.2%</b>

**TOTAL DUE: \$7,110.13**  
 FOR FULL PAYMENT, PAY TO LOCAL TREASURER BY:  
**JANUARY 31, 2016**  
 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.

PAY 1ST INSTALLMENT OF: \$3,555.13      PAY 2ND INSTALLMENT OF: \$3,555.00      PAY FULL AMOUNT OF: \$7,110.13

PAY 1ST INSTALLMENT OF: \$3,555.13 BY JANUARY 31, 2016 AMOUNT ENCLOSED _____ MAKE CHECK PAYABLE AND MAIL TO: VILLAGE OF RICHFIELD ATTN TREASURER 4128 HUBERTUS RD HUBERTUS WI 53033 PIN# V10 1193059 SHERMAN, BRYAN J BILL NUMBER: 25106 	PAY 2ND INSTALLMENT OF: \$3,555.00 BY JULY 31, 2016 AMOUNT ENCLOSED _____ MAKE CHECK PAYABLE AND MAIL TO: WASHINGTON COUNTY TREASURER 432 E WASHINGTON ST, PO BOX 1986 WEST BEND, WI 53095-7986 PIN# V10 1193059 SHERMAN, BRYAN J BILL NUMBER: 25106 	PAY FULL AMOUNT OF: \$7,110.13 BY JANUARY 31, 2016 AMOUNT ENCLOSED _____ MAKE CHECK PAYABLE AND MAIL TO: VILLAGE OF RICHFIELD ATTN TREASURER 4128 HUBERTUS RD HUBERTUS WI 53033 PIN# V10 1193059 SHERMAN, BRYAN J BILL NUMBER: 25106 
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INCLUDE THIS STUB WITH YOUR PAYMENT      INCLUDE THIS STUB WITH YOUR PAYMENT      INCLUDE THIS STUB WITH YOUR PAYMENT

1/28/2016

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**To:** Laura Johnson, Deputy Clerk

**From:** Bryan & Suzanne Sherman

**CC:** Katelynn

**Re:** State Statute, Chapter 74.35, Claim for recovery of unlawful taxes

For property tax year 2015, my wife and I received our property tax bill of \$7,110.13. The total assessed value for our home was \$544,200. According to WI State Statute, Chapter 74.35, this letter is addressing our claim for recovery of unlawful taxes.

In order to provide context, please allow me to explain. My wife and I built a home and have been living in it since September, 2014. We do understand that back in June or July a notice of the assessed value of our property was sent out and we had a period of time to contest such value. Unfortunately, the address Richfield provided to the assessor's was our previous home, located at 1446 Tomac Lane in Hubertus, WI. My wife and I did not receive this assessment and therefore did not have an opportunity to contest it. As such, we were told this was our best course of action to pursue and we understand that.

In March of 2015, the assessed market value for our home was \$410,000. This assessment was provided to us by Bank Mutual during the process of obtaining an additional loan. A copy of this information can be provided. The assessor has it. We feel based on the information we have, along with the assessed value of the homes within our subdivision should more than substantiate our request to review and re-evaluate the assessed value of our home for tax year 2015 and proactively for tax year 2016. We were shocked to see the cost of our property taxes in comparison to the publicly accessible records for our neighbors, along with many others in the subdivision. Again, we believe that the assessment was significantly higher than it should be.

We respectfully request you to speak with the assessor to better understand our situation. He does have a copy of the market assessment of our home as well. Thank you for your time and consideration. Should you have any questions, please do not hesitate to call me at [920-427-0650](tel:920-427-0650) or email me at [bjsherm80@gmail.com](mailto:bjsherm80@gmail.com).

Sincerely,

Bryan & Suzanne Sherman

Additional Info: NET ASSESSED VALUE RATE: 0.01317839  
Enclosed: Washington County - State of WI Property Tax Bill for 2015

---

**Bryan & Suzanne Sherman**

Tel 920-427-0650

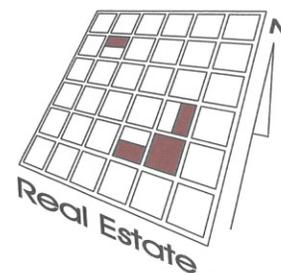
4667 Elk Court  
Hubertus, WI 53033

[Bjsherm80@gmail.com](mailto:bjsherm80@gmail.com)

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# Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



February 25, 2016

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



Re: Claim for Recovery of Unlawful Tax – Bryan & Suzanne Sherman

Mr. Healy:

I have read the letter from Bryan & Suzanne Sherman, dated 1/28/2016, to the Village of Richfield, in which the property owners are requesting a refund of property taxes for their new home at 4667 Elk Court (parcel V10 1193 059). The request is being made under Wisconsin Statutes 74.35, "Recovery of Unlawful Tax," based on an error in the 2015 assessed value.

The assessor placed a value on this property of \$544,200 for the 2015 assessment year. The Shermans did not receive the notice of assessment that was mailed on June 19, 2015 because it was mailed to their previous address. In my discussions with Mr. Sherman after he received his tax bill, he indicated to me that he was expecting an assessed value more in the range of \$450,000 to \$460,000. In short, his taxes were much higher than he had expected. During my discussion with Mr. Sherman, it was discovered that we had assessed the value of his finished basement, which in fact did not yet exist as of January 1, 2015.

Under most circumstances, property owners are required to contest their assessments to the Board of Review in order to receive any relief on a disputed assessment. However, the law does provide for certain types of errors, called "palpable errors" to be corrected after taxes are billed and any excess taxes may then be refunded or rescinded.

In my opinion the valuation of a finished basement that did not exist would qualify as a "palpable error" under Wisconsin Statutes 74.33. The assessed value allocated to the finished basement was \$40,400, which equates to \$532.41 in property taxes on the 2015 tax bill.

The Village will have 90 days from receipt of the claim to take action to either allow or disallow the claim. If the Village allows the claim and refunds or rescinds taxes, the Village can subsequently request a "charge back" of the refunded taxes from the Department of Revenue. I am willing to assist the Clerk in filing this request. If approved by the Department of Revenue, all or part of the rescinded taxes would be refunded to the Village in February of 2017.

I offer my assistance in any way necessary to move forward with this matter. Please contact me at 800-721-4157 with any questions you may have.

Respectfully,

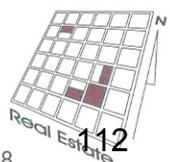


Dean W. Peters  
Director of Project Management

**Associated Appraisal Consultants, Inc.**

Appleton ■ Hurley ■ Lake Geneva

1314 W. College Ave. ■ P.O. Box 2111 ■ Appleton, WI 54912-2111 ■ (920) 749-1995 ■ FAX: (920) 731-4158



## 7 Updated 13–14 Wis. Stats.

## PROPERTY TAX COLLECTION

74.35

**(1m) MARCH SETTLEMENT BETWEEN COUNTIES AND THE STATE.** On or before March 15, the county treasurer shall send to the secretary of administration the state's proportionate shares of taxes under sub. (1) (i) and (j).

**(2) SUBSEQUENT SETTLEMENTS.** On or before the 15th day of each month following the month in which an installment payment of real property taxes is required by the ordinance, the taxation district treasurer shall do all of the following:

(a) Pay to the proper treasurer all collections of delinquent special assessments, special charges and special taxes not previously settled for, as directed by sub. (1) (a) to (h).

(b) Pay to each taxing jurisdiction within the district its proportionate share of real property taxes collected, except that the taxation district treasurer shall pay the state's proportionate share to the county, and the county treasurer shall settle for that share under s. 74.29. As part of that distribution, the taxation district treasurer shall retain for the taxation district and for each tax incremental district within the taxation district and each environmental remediation tax incremental district created by the taxation district its proportionate share of real property taxes. The taxation district treasurer shall also distribute to the county the proportionate share of real property taxes for each environmental remediation tax incremental district created by the county.

(c) Pay to each taxing jurisdiction within the district its proportionate share of taxes on improvements on leased land, except that the treasurer shall pay the state's proportionate share to the county. As part of that distribution, the taxation district treasurer shall allocate to each tax incremental district within the taxation district its proportionate share of taxes on improvements on leased land.

**(3) APPROVAL OF PAYMENT NOT REQUIRED.** The taxation district treasurer shall make payments required under subs. (1) and (2) whether or not the governing body of the taxation district has approved those payments. Following a payment required under subs. (1) and (2), the taxation district treasurer shall prepare and transmit a voucher for that payment to the governing body of the taxation district.

**History:** 1987 a. 378; 1991 a. 39; 1995 a. 408; 2001 a. 16; 2003 a. 33, 228; 2005 a. 241, 418; 2007 a. 97; 2009 a. 171; 2013 a. 54, 81; 2013 a. 151 s. 28; 2015 a. 191, 216.

**74.31 Failure to settle timely.** If the taxation district treasurer or county treasurer does not settle as required under ss. 74.23 to 74.30:

**(1) INTEREST CHARGE.** The taxation district or county which has not settled shall pay 12% annual interest on the amount not timely paid to the taxing jurisdiction, including this state, to which money is due, calculated from the date settlement was required.

**(2) PENALTY.** The taxing jurisdiction, including this state, to which money is due may demand, in writing, payment from the taxation district or county which has not settled. If, within 3 days after receipt of a written demand, settlement is not made, the taxation district or county shall pay the taxing jurisdiction, including this state, making the demand a 5% penalty on the amount remaining unpaid.

**History:** 1987 a. 387; 1991 a. 39.

**74.315 Omitted property. (1) SUBMISSION.** No later than October 1 of each year, the taxation district clerk shall submit to the department of revenue, on a form prescribed by the department, a listing of all the omitted taxes under s. 70.44 to be included on the taxation district's next tax roll, if the total of all such taxes exceeds \$5,000.

**(2) EQUALIZED VALUATION.** After receiving the form under sub. (1), but no later than November 15, the department of revenue shall determine the amount of any change in the taxation district's equalized valuation that results from considering the valuation represented by the taxes described under sub. (1). The department's determination under this subsection is subject to review only under s. 227.53.

**(3) NOTICE AND DISTRIBUTION.** If the department of revenue determines under sub. (2) that the taxation district's equalized valuation changed as a result of considering the valuation represented by the taxes described under sub. (1), the department shall notify the taxation district and the taxation district shall distribute the resulting collections under ss. 74.23 (1) (a) 5., 74.25 (1) (a) 4m., and 74.30 (1) (dm).

**History:** 2009 a. 171.

## SUBCHAPTER V

## ADJUSTMENT

**74.33 Sharing and charging back of taxes due to palpable errors. (1) GROUNDS.** After the tax roll has been delivered to the treasurer of the taxation district under s. 74.03, the governing body of the taxation district may refund or rescind in whole or in part any general property tax shown in the tax roll, including agreed-upon interest, if:

(a) A clerical error has been made in the description of the property or in the computation of the tax.

(b) The assessment included real property improvements which did not exist on the date under s. 70.10 for making the assessment.

(c) The property is exempt by law from taxation, except as provided under sub. (2).

(d) The property is not located in the taxation district for which the tax roll was prepared.

(e) A double assessment has been made.

(f) An arithmetic, transpositional or similar error has occurred.

**(2) EXCEPTIONS.** The governing body of a taxation district may not refund or rescind any tax under this section if the alleged error may be appealed under s. 70.995 (8) (c) or if the alleged error is solely that the assessor placed a valuation on the property that is excessive.

**(3) CHARGING BACK AND SHARING TAXES.** If an error under sub. (1) has been discovered, the governing body of the taxation district shall proceed under s. 74.41.

**History:** 1987 a. 378; 1991 a. 39; 1993 a. 307; 1995 a. 408.

A potential error in classifying a mobile home as real, not personal, property was not a clerical error under sub. (1) (a), nor could it be considered to be the inclusion of a real property improvement that did not exist under sub. (1) (b), as the property did exist. *Ahrens v. Town of Fulton*, 2000 WI App 268, 240 Wis. 2d 124, 621 N.W.2d 643, 99–2466.

Affirmed on other grounds. 2002 WI 29, 251 Wis.2d 135, 641 N.W.2d 423, 99–2466.

**74.35 Recovery of unlawful taxes. (1) DEFINITIONS.** In this section "unlawful tax" means a general property tax with respect to which one or more errors specified in s. 74.33 (1) (a) to (f) were made. "Unlawful tax" does not include a tax in respect to which the alleged defect is solely that the assessor placed a valuation on the property that is excessive.

**(2) CLAIM AGAINST TAXATION DISTRICT. (a)** A person aggrieved by the levy and collection of an unlawful tax assessed against his or her property may file a claim to recover the unlawful tax against the taxation district which collected the tax.

(b) A claim filed under this section shall meet all of the following conditions:

1. Be in writing.

2. State the alleged circumstances giving rise to the claim, including the basis for the claim as specified in s. 74.33 (1) (a) to (e).

3. State as accurately as possible the amount of the claim.

4. Be signed by the claimant or his or her agent.

5. Be served on the clerk of the taxation district in the manner prescribed in s. 801.11 (4).

**(2m) EXCLUSIVE PROCEDURE.** A claim that property is exempt, other than a claim that property is exempt under s. 70.11 (21) or (27), may be made only in an action under this section. Such a

**74.35 PROPERTY TAX COLLECTION**

Updated 13–14 Wis. Stats. 8

claim may not be made by means of an action under s. 74.33 or an action for a declaratory judgment under s. 806.04.

(3) **ACTION ON CLAIM.** (a) In this subsection, to “disallow” a claim means either to deny the claim in whole or in part or to fail to take final action on the claim within 90 days after the claim is filed.

(b) The taxation district shall notify the claimant by certified or registered mail whether the claim is allowed or disallowed within 90 days after the claim is filed.

(c) If the governing body of the taxation district determines that an unlawful tax has been paid and that the claim for recovery of the unlawful tax has complied with all legal requirements, the governing body shall allow the claim. The taxation district treasurer shall pay the claim not later than 90 days after the claim is allowed.

(d) If the taxation district disallows the claim, the claimant may commence an action in circuit court to recover the amount of the claim not allowed. The action shall be commenced within 90 days after the claimant receives notice by certified or registered mail that the claim is disallowed.

(4) **INTEREST.** The amount of a claim filed under sub. (2) or an action commenced under sub. (3) may include interest computed from the date of filing the claim against the taxation district, at the rate of 0.8% per month.

(5) **LIMITATIONS ON BRINGING CLAIMS.** (a) Except as provided under par. (b), a claim under this section shall be filed by January 31 of the year in which the tax is payable.

(b) A claim under this section for recovery of taxes paid to the wrong taxation district shall be filed within 2 years after the last date specified for timely payment of the tax under s. 74.11, 74.12 or 74.87.

(c) No claim may be filed or maintained under this section unless the tax for which the claim is filed, or any authorized installment payment of the tax, is timely paid under s. 74.11, 74.12 or 74.87.

(d) No claim may be made under this section based on the contention that the tax was unlawful because the property is exempt from taxation under s. 70.11 (21) or (27).

(6) **COMPENSATION FOR TAXATION DISTRICT.** If taxes are refunded under sub. (3), the governing body of the taxation district may proceed under s. 74.41.

**History:** 1987 a. 378; 1989 a. 104; 1991 a. 39; 1997 a. 237; 2007 a. 19.

This section only authorizes courts to determine whether a taxpayer is exempt from taxes already paid, not taxes that might be assessed in the future. Tax exempt status, once granted, is not automatic. It is subject to continuing review, a notion inconsistent with a declaration that property is exempt from future property taxes. *Northwest Wisconsin Community Services Agency, Inc. v. City of Montreal*, 2010 WI App 119, 328 Wis. 2d 760, 789 N.W.2d 392, 09–2568.

**74.37 Claim on excessive assessment.** (1) **DEFINITION.** In this section, a “claim for an excessive assessment” or an “action for an excessive assessment” means a claim or action, respectively, by an aggrieved person to recover that amount of general property tax imposed because the assessment of property was excessive.

(2) **CLAIM.** (a) A claim for an excessive assessment may be filed against the taxation district, or the county that has a county assessor system, which collected the tax.

(b) A claim filed under this section shall meet all of the following conditions:

1. Be in writing.
2. State the alleged circumstances giving rise to the claim.
3. State as accurately as possible the amount of the claim.
4. Be signed by the claimant or his or her agent.
5. Be served on the clerk of the taxation district, or the clerk of the county that has a county assessor system, in the manner prescribed in s. 801.11 (4) by January 31 of the year in which the tax based upon the contested assessment is payable.

(3) **ACTION ON CLAIM.** (a) In this subsection, to “disallow” a claim means either to deny the claim in whole or in part or to fail to take final action on the claim within 90 days after the claim is filed.

(b) The taxation district or county that has a county assessor system shall notify the claimant by certified or registered mail whether the claim is allowed or disallowed within 90 days after the claim is filed.

(c) If the governing body of the taxation district or county that has a county assessor system determines that a tax has been paid which was based on an excessive assessment, and that the claim for an excessive assessment has complied with all legal requirements, the governing body shall allow the claim. The taxation district or county treasurer shall pay the claim not later than 90 days after the claim is allowed.

(d) If the taxation district or county disallows the claim, the claimant may commence an action in circuit court to recover the amount of the claim not allowed. The action shall be commenced within 90 days after the claimant receives notice by certified or registered mail that the claim is disallowed.

(4) **CONDITIONS.** (a) No claim or action for an excessive assessment may be brought under this section unless the procedures for objecting to assessments under s. 70.47, except under s. 70.47 (13), have been complied with. This paragraph does not apply if notice under s. 70.365 was not given.

(b) No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed, or any authorized installment of the tax, is timely paid under s. 74.11 or 74.12.

(c) No claim or action for an excessive assessment may be brought or maintained under this section if the assessment of the property for the same year is contested under s. 70.47 (7) (c), (13), or (16) (c) or 70.85. No assessment may be contested under s. 70.47 (7) (c), (13), or (16) (c) or 70.85 if a claim is brought and maintained under this section based on the same assessment.

**NOTE:** The supreme court in *Metropolitan Associates v. City of Milwaukee*, 2011 WI 20, held the amendment of par. (c) by 2007 Wis. Act 86 to be unconstitutional and severed from the remainder of the statute. Prior to the amendment by Act 86, par. (c) read:

(c) No claim or action for an excessive assessment may be brought or maintained under this section if the assessment of the property for the same year is contested under s. 70.47 (13) or 70.85. No assessment may be contested under s. 70.47 (13) or 70.85 if a claim is brought and maintained under this section based on the same assessment.

(d) No claim or action for an excessive assessment may be brought or maintained under this section if the taxation district in which the property is located enacts an ordinance under s. 70.47 (7) (c) or if the 1st class city in which the property is located enacts an ordinance under s. 70.47 (16) (c), except that this paragraph does not apply if the taxation district or the 1st class city did not comply with s. 70.365.

**NOTE:** The supreme court in *Metropolitan Associates v. City of Milwaukee*, 2011 WI 20, held the creation of par. (d) by 2007 Wis. Act 86 to be unconstitutional and severed from the remainder of the statute.

(5) **INTEREST.** The amount of a claim filed under sub. (2) or an action commenced under sub. (3) may include interest at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid.

(6) **EXCEPTION.** This section does not apply in counties with a population of 500,000 or more.

**NOTE:** The supreme court in *Nankin v. Village of Shorewood*, 2001 WI 92, 245 Wis. 2d 86, 630 N.W.2d 141, held sub. (6) to be unconstitutional and severed from the remainder of the statute.

(7) **COMPENSATION.** If taxes are refunded under sub. (3), the governing body of the taxation district or county that has a county assessor system may proceed under s. 74.41.

**History:** 1987 a. 378; 1989 a. 104; 1993 a. 292; 1995 a. 408; 2007 a. 86.

6 e



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 6e

MEETING DATE: April 21, 2016

SUBJECT: Park Land Purchase Loan Payoff

DATE SUBMITTED: April 14, 2016

SUBMITTED BY: KateLynn Schmitt, Administrative Services Coordinator/Deputy Treasurer

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO PAY OFF THE REMAINING BALANCE OF THE BOARD OF COMMISSIONERS OF PUBLIC LANDS PARK LAND LOAN?*

*ISSUE SUMMARY:*

At an annual town meeting in 2005, the purchase of 52 acres of land adjacent to the Nature Park was formally approved. The closing of this property took place in 2007 for the purchase price of \$292,000. For the purchase of this property, the then Town of Richfield was the recipient of a State Stewardship Fund Grant in the amount of \$145,550. At the time of closing, the DNR paid the Town 50% of the Grant which amounted to \$72,775. This amount was then paid to the seller of the land, Greater Milwaukee Properties. Before the DNR paid the final amount, they required the Town to pay off the promissory note for the remaining balance of the land. The Town was able to take out a loan for the remaining balance of \$219,225 for a term of 10 years at a rate of 5% to be paid back from the Park Impact Fee Fund.

The application was filed with the Board of Commissioners of Public Lands and the request was granted in 2008. 2009 was the first year of payments made on the loan. You can see the following payments made on the loan each year from 2009 until 2016 on the attached amortization schedule. 2017 is scheduled as the Village's last year of payments on this loan. Tonight Staff is requesting to make the final payment on this loan out of the \$106,083.16 amassed in the Local Government Investment Pool (LGIP) Park Impact Fees account on or before May 5<sup>th</sup>, 2016 and to apply the remaining \$76,161.72 to the balance of the previously made payments from the general fund.

The Village stands to save \$1,278.10 on the early payoff of this loan. Staff is also making a recommendation to annually reimburse the general fund from the LGIP Park Impact Fee account until the total amount of the loan and interest fees paid are reimbursed, in full, to the general fund. The remaining balance equates to \$105,832.92 before park impact fees may be utilized for additional park capital improvements.

*FISCAL IMPACT:*

REVIEWED BY: KateLynn Schmitt  
Village Deputy Treasurer

Initial Project Costs: Park Impact Fee Balance \$106,083.16

Future Ongoing Costs: Park Impact Fee Reimbursement to General Fund

Physical Impact (on people/space): N/A

Residual or Support/Overhead/Fringe Costs: N/A

*ATTACHMENTS:*

1. Park Land Purchase Amortization Schedule
2. April 6<sup>th</sup>, 2016 Prepayment Letter from the Board of Commissioners of Public Lands



VILLAGE OF RICHFIELD  
 VILLAGE BOARD COMMUNICATION FORM

# 6e

MEETING DATE: April 21, 2016

SUBJECT: Park Land Purchase Loan Payoff

DATE SUBMITTED: April 14, 2016

SUBMITTED BY: KateLynn Schmitt, Administrative Services Coordinator/Deputy Treasurer

STAFF RECOMMENDATION:

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

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY  
 BOARD ACTION TAKEN

*Brad Colver*  
 Village Staff Member

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

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

*KateLynn Schmitt*  
 Village Administrator



*Managing Wisconsin's trust assets for public education.*

*Amortization Schedule  
for Loan ID: 02008043.01*

*Schedule Begin Date: 12/18/2007*

**Customer:** TOWN OF RICHFIELD

**Loan Purpose:** Purchase park land

**County:** Washington

**Amount of Original Disbursement:** \$ 219,225.00

**On:** 12/18/2007

**Original Term:** 10 years

**Interest Rate:** 5.00 %

*new*

<i>Date</i>	<i>Payment</i>	<i>Principal</i>	<i>Interest</i>	<i>Balance</i>
3/15/2009	\$31,200.21	\$17,596.25	\$13,603.96	\$201,628.75
3/15/2010	\$31,200.21	\$21,118.77	\$10,081.44	\$180,509.98
3/15/2011	\$31,200.21	\$22,174.71 ✓	\$9,025.50 ✓	\$158,335.27
3/15/2012	\$31,200.21	\$23,261.76	\$7,938.45	\$135,073.51
3/15/2013	\$31,200.21	\$24,446.53	\$6,753.68	\$110,626.98 ✓
3/15/2014	\$31,200.21	\$25,668.86	\$5,531.35	<del>\$84,958.12</del>
3/15/2015	\$31,200.21	\$26,952.30	\$4,247.91	\$58,005.82
3/15/2016	\$31,200.21	\$28,291.97	\$2,908.24	\$29,713.85
3/15/2017	\$31,199.54	\$29,713.85	\$1,485.69	\$0.00
<b>Totals:</b>	<b>\$280,801.22</b>	<b>\$219,225.00</b>	<b>\$61,576.22</b>	

\* indicates prepayment

**Schedule #:** 0000006509



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

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

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

Jonathan Barry, *Executive Secretary*

April 06, 2016

JIM HEALY, CLERK  
VILLAGE OF RICHFIELD  
4128 HUBERTUS RD  
HUBERTUS WI 53033-9719



Re: Additional Payment of a Trust Fund Loan

This letter is written to acknowledge that VILLAGE OF RICHFIELD wishes to make an additional payment on a Trust Fund loan. Your payment is calculated for May 05, 2016. It will be applied against the remaining principal outstanding as follows:

FUND	LOAN #	PREPAYMENT AMOUNT	PRINCIPAL PAYMENT	INTEREST PAYMENT	LOAN BALANCE
744	02008043.01	29,921.44	29,713.85	207.59	0.00
Sub Totals:			29,713.85	207.59	
<b>TOTAL PRINCIPAL AND INTEREST DUE:</b>				<b>\$29,921.44</b>	

A prepayment made after this date will result in additional accrued interest on the principal outstanding due to the delay. You may choose to make your prepayment using one of the methods found in the instructions below. It is imperative that you explicitly follow the instructions in order to ensure that your prepayment is applied properly.

### Prepayment Instructions

- By check** Please send your check made payable to the "Board of Commissioners of Public Lands" and mail it to PO Box 8943, Madison, WI 53708-8943. A check received before the due date will be held and deposited at that time. Overnight delivery should be sent to 101 E. Wilson, 2nd floor, Madison, WI 53703.
- By wire** Be sure to include your customer name on the transfer.

US Bank  
777 East Wisconsin Avenue  
Milwaukee, WI 53202

ABA 0750 0002 2  
Treasurer, State of Wisconsin  
Trust Fund Loan Program  
Account 258920 115

We are happy that we could help you with your financial needs and hope that we can serve you in the future. Please call me at (608) 266-3788 if you have any questions.

Sincerely,

Denise Nechvatal  
Accountant

6 f



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 6f

MEETING DATE: April 21, 2016

SUBJECT: 2016 Highway Improvement Program, Bid Award – Pleasant Hill Road  
DATE SUBMITTED: April 14, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE LOW BID FOR CONSTRUCTION SERVICES FOR THE 2016 HIGHWAY IMPROVEMENT PROGRAM FOR THE SECOND MILE OF PLEASANT HILL ROAD FROM SCENIC ROAD TO JUST WEST OF MAYFIELD ROAD (4,900')?*

*ISSUE SUMMARY:*

On April 13, 2016 the Village had its second formal bid opening for the 2016 Highway Improvement Program. The Village had three (3) entities bidding this year, Payne & Dolan, Stark Asphalt, and Wolf Paving.

**The project bid includes the Base Bid:**

- Pleasant Hill Road from Scenic Road to just west of Mayfield Road

**Alternate #1:**

- Miscellaneous culvert replacement

It is the recommendation of the Village's Engineer to do the following:

*"Based upon our analysis and our understanding of the Contractor's past work efforts, we heretofore recommend to the Village of Richfield (to) award a construction contract to Payne & Dolan, Inc. from Waukesha, Wisconsin for the Pleasant Hill Road Resurfacing project in the amount of \$246,748.32, with the project schedule to begin in mid-May.  
– Mitchell Leisses, Project Manager*

In 2016, the Village set aside approximately \$799,000 for its Highway Improvement Program. Understanding that it has been the Board's past philosophy to try to get the most economical use of its taxpayer funds relative to not only this expenditure, but all the Village's expenditures, Staff proactively sought the advice of the Village's Engineer to determine the most cost-effective way to spend the remaining \$248,570.52. At the conclusion of your deliberations last month the following motion and directive was given to Staff:

Motion by Trustee Voss to award the 2016 Highway Improvement Contract to Payne and Dolan per the engineer's recommendation for an amount not to exceed \$550,429.48;

Motion by Trustee Voss to amend the previously made motion to authorize Village Staff to go out for bid for the second portion of Pleasant Hill Road; Seconded by Trustee Neu; Motion carried unanimously.

The amended motion was thereby accepted into the original motion by Trustee Voss.

Seconded by Trustee Collins; Motion carried unanimously.

Admittedly, this second section of Pleasant Hill Road was scheduled for construction two (2) years from now in our adopted Capital Improvement Plan, but after consulting with the Engineer, it is his considered opinion that we will be able to take advantage of the favorable commodity prices and eliminate the necessity of mobilization charges for relocating equipment and manpower by continuing our paving east for the next mile segment.



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 6f

MEETING DATE: April 21, 2016

SUBJECT: 2016 Highway Improvement Program, Bid Award – Pleasant Hill Road  
DATE SUBMITTED: April 14, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

From the Thursday, March 10<sup>th</sup> edition of the West Bend Daily News, (See Attachment) you can see other municipalities in the surrounding area like the City of Hartford taking advantage of the same low oil prices to allow more street work. While undoubtedly the low oil prices afford us the ability to perform more street work, as does the Village’s philosophy of performing the engineering legwork in the preceding year and bidding the project out as early as possible. In doing so, we are able to take advantage of the ‘tenderloin’ of the bidding season by getting on a contractor’s schedule early before their work calendar fills up.

As an aside, in the event that the Village experiences unforeseen circumstances which escalate the totals for the work bid, the Village does have flexibility to reallocate funds from both crack filling (\$24,000) and centerline painting (\$14,000). In 2016, DPW Supervisor Schmitt proposes to handle crack filling in-house, utilizing County services via an intergovernmental agreement, to help cut the cost of crack filling by one-third. The ability also exists for the Village to issue a stop work order on the second mile of Pleasant Hill Road at any point should a budget overage become a possibility.

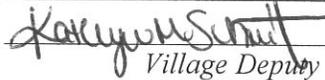
Specific work efforts include pulverizing the existing pavement, regarding the pavement base and shoulders to provide symmetrical cross sections and a hot mix asphalt paving overlay including shoulder reconstruction. Kunkel Engineering Group, the Village Engineers who oversaw our last summer construction season, will continue to work diligently with the Village’s administrative Staff including Public Works Supervisor Schmitt to complete the roadwork in a timely fashion.

Village Staff this past week held the 6<sup>th</sup> Annual Winter Preconstruction meetings. In total, approximately a dozen people attended. These meetings are a proactive attempt by Staff to reach out to property owners who live along these areas in an effort to better understand their concerns, drainage patterns, and communicate to them our timelines for completion. It is anticipated that ‘Substantial Completion’ of the road contract will occur no later than June 30, 2016. The next step in the process will be to hold an actual ‘Pre-Construction’ meeting with the winning contractor to finalize the subtle nuances of the upcoming construction season.

**Traffic Counts:**

Pleasant Hill Road from Scenic Road to Mayfield Road – 985

*FISCAL IMPACT:*

REVIEWED BY:   
Village Deputy Treasurer

Initial Project Costs: \$246,748.32  
Future Ongoing Costs: Maintenance  
Physical Impact (on people/space): Improved infrastructure  
Residual or Support/Overhead/Fringe Costs: Variable

*ATTACHMENTS:*

1. April 13, 2016 written communication from Village Engineer Mitchell Leisses
2. 2016 HIP Bid Tabulation – Pleasant Hill Road

*STAFF RECOMMENDATION:*

Motion to award the 2016 Highway Improvement Program for Pleasant Hill Road per the described contract and construction documents to Payne and Dolan in the amount of \$246,748.32.



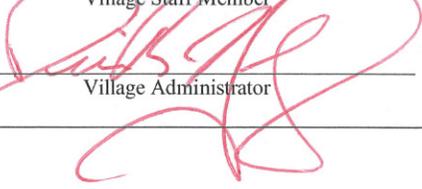
VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 6f

MEETING DATE: April 21, 2016

SUBJECT: 2016 Highway Improvement Program, Bid Award – Pleasant Hill Road  
DATE SUBMITTED: April 14, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

APPROVED FOR SUBMITTAL BY:

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

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

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

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



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

April 13, 2016

*Sent Via: Email*

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

**Re: *Pleasant Hill Road Resurfacing  
Construction Contract Award – Recommendation***

Dear Mr. Healy:

Please find accompanying this transmittal the Bid Tabulation for the Pleasant Hill Road Resurfacing project that was bid on April 13, 2016. As is evident, Payne & Dolan, Inc., from Waukesha, Wisconsin submitted the low bid in the amount of \$244,152.00.

In addition to the base bid of the above project, I would also recommend the Village of Richfield award Alternate #1 – Miscellaneous Culverts, which Payne & Dolan also submitted the low bid of \$2,596.32, for a total accumulative bid (base bid plus alternate #1) of \$246,748.32.

Based upon our analysis and our understanding of the Contractor's past work efforts, we heretofore recommend that the Village of Richfield award a construction contract to Payne & Dolan, Inc., from Waukesha, Wisconsin for the Pleasant Hill Road Resurfacing project in the amount of **\$246,748.32**, with the project schedule to begin in mid-May.

Jim, should either you or the Village Board have any questions or comments regarding this transmittal, please feel free to contact me at your convenience.

Sincerely,

**KUNKEL ENGINEERING GROUP**

A handwritten signature in black ink, appearing to read 'Mitchell Leisses', written over a light blue horizontal line.

Mitchell Leisses  
Project Manager

Enclosures

cc: John Jeffords, Village President  
Adam Schmitt, DPW Supervisor  
Ted Helleckson, Payne & Dolan



**BID TABULATION**  
**Village of Richfield**  
**Pleasant Hill Road Resurfacing**  
**April 13, 2016 1:00pm**

Item No.	Base Bid - Pleasant Hill Road (Hillside Rd to Scenic Rd)	Quantity	Unit	Payne & Dolan, Inc		Stark Pavement Corp.		Wolf Paving Co.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Pulverize Asphalt Pavement	13,200	SY	\$ 0.79	\$ 10,428.00	\$ 1.35	\$ 17,820.00	\$ 1.50	\$ 19,800.00
2	Undercutting and Base Course Material	1,600	CY	\$ 27.44	\$ 43,904.00	\$ 31.25	\$ 50,000.00	\$ 35.50	\$ 56,800.00
3	Base Aggregate Dense, 3/4"	710	TN	\$ 14.00	\$ 9,940.00	\$ 19.25	\$ 13,667.50	\$ 13.50	\$ 9,585.00
4	Asphalt Pavement, 3 LT 58-28 S and 4 LT 58-28 S	3,850	TN	\$ 42.80	\$ 164,780.00	\$ 49.50	\$ 190,575.00	\$ 60.50	\$ 232,925.00
5	Erosion Control	1	LS	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00
6	Traffic Control & Access	1	LS	\$ 14,200.00	\$ 14,200.00	\$ 2,500.00	\$ 2,500.00	\$ 8,950.00	\$ 8,950.00
7	Contract Allowance for Materials and Compaction Testing	1	LS	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00

<b>Total Base Bid:</b>	<b>\$ 244,152.00</b>	<b>Total Base Bid:</b>	<b>\$ 275,562.50</b>	<b>Total Base Bid:</b>	<b>\$ 329,860.00</b>
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Item No.	Alternate 1 - CMP Culverts	Quantity	Unit	Payne & Dolan, Inc		Stark Pavement Corp.		Wolf Paving Co.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	12" CMP Culvert w/Endwalls	36	LF	\$ 33.14	\$ 1,193.04	\$ 80.00	\$ 2,880.00	\$ 85.00	\$ 3,060.00
A2	15" CMP Culvert w/Endwalls	36	LF	\$ 38.98	\$ 1,403.28	\$ 86.00	\$ 3,096.00	\$ 95.00	\$ 3,420.00

<b>Total Alt 1 Bid:</b>	<b>\$ 2,596.32</b>	<b>Total Alt 1 Bid:</b>	<b>\$ 5,976.00</b>	<b>Total Alt 1 Bid:</b>	<b>\$ 6,480.00</b>
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VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 69

MEETING DATE: April 21, 2016

SUBJECT: 2016 Plow Tuck #19 Replacement – Patrol Truck Package  
DATE SUBMITTED: April 15, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO AUTHORIZE THE DEPARTMENT OF PUBLIC WORKS SUPERVISOR ADAM SCHMITT TO EXECUTE AN AGREEMENT TO PURCHASE A MULTI-PURPOSE PATROL TRUCK PACKAGE FOR THE PREVIOUSLY PURCHASED REPLACEMENT FOR TRUCK #19?*

*ISSUE SUMMARY:*

In July of 2015, the Village Board authorized Public Works Supervisor Schmitt to submit a “letter of intent” to purchase a chassis of a plow truck from Lakeside International Trucks in West Bend. In doing so, they were willing to honor the purchase price of our last truck, \$91,797. The other two bids the Village received were for ~\$99,000 and ~\$165,000 from Kriete Trucks Center in Milwaukee. The new truck chassis has been received and will ultimately replace our fleet’s oldest active truck, a 21 year old 2554 IH.

The impetus for sending this “letter of intent” back in July of 2015 was so that the Village can be assured it will be able to obtain one of the few exhaust gas recirculation (ERG) engines Lakeside International had left. Once those engines are sold out, the Village will be required by the federal government to purchase trucks with a “urea” engine. While the costs of such an engine may be nominal, >\$5,000, this will require different parts than the ones we currently have stocked for the rest of our fleet.

Our most recent truck bodies (27 & 16) have been constructed by Burke Truck & Equipment (Madison WI). By having trucks that have the same construction/configuration we are able to keep less parts in stock in the event of a breakdown. Burke’s construction standards meet our specifications as they have designed a state of the art plow and wing system that is used by many of our neighboring municipalities to include Washington County, Town of West Bend, City of West Bend, Town of Trenton, and Waukesha County. Because Burkes plow and wing system is proprietary, it is fruitless to put together a bid for this item. As a specialty piece of equipment, we are also not legally obligated to do so.

By being proactive (getting the chassis to Burke early in the year), we will be able to have our 2016 truck ready to battle snow in 2016-17. That has historically not occurred in the Village. The cost of the proposed package is \$71,107.40. Due to the fact that the Village is proposing to pay this equipment off in two (2) payments, the Village has saved \$1,082.85 (1.5% of the total purchase price). I have attached the quote provided by Burke for your review.

*FISCAL IMPACT:*

REVIEWED BY:

*Kelly Schmitt*  
Village Deputy Treasurer

Initial Project Costs: ~\$71,107.40  
Future Ongoing Costs: Variable  
Physical Impact (on people/space): N/A  
Residual or Support/Overhead/Fringe Costs: N/A

*ATTACHMENTS:*

- Burke Truck and Equipment quote from April 15, 2016



VILLAGE OF RICHFIELD  
 VILLAGE BOARD COMMUNICATION FORM

# 69

MEETING DATE: April 21, 2016

SUBJECT: 2016 Plow Tuck #19 Replacement – Patrol Truck Package  
 DATE SUBMITTED: April 15, 2016  
 SUBMITTED BY: Jim Healy, Village Administrator

*STAFF RECOMMENDATION:*

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

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. \_\_\_\_\_

# **BURKE TRUCK & EQUIPMENT, INC.**

**5337 REINER RD., MADISON, WISCONSIN 53718**

**888-249-9788 / 608-249-9788 / FAX: 608-837-7530**

**Email: [sales@burketruck.com](mailto:sales@burketruck.com) / Web: [www.burketruck.com](http://www.burketruck.com)**

4/15/16

Prepared for the Village of Richfield



## **2016 Multi-purpose Patrol Truck Package**

### **Accessory Equipment Summary**

- HI-Way Equipment 6-yard stainless steel XT-3 multi purpose dump body
- Burke Road Tamer 2000 12-ft plow with power reversing twin trip.
- Burke DKJ Snow Patrol 9-ft wing with A-Arm lift system.
- Box vibrator
- Burke custom controls.
- Burke sealed electrical system.
- Cab and chassis under coated and rust proofed

## ACCESSORY EQUIPMENT SPECS



optional berm chute

### High Way Equipment 7 gauge Stainless Steel Multi-purpose dump body

Capacity	7.6-yds capacity 11.2-yds with side boards
Length	10-ft
Structural	Uni-body design; 36-inch sides / 48-inch tailgate; 60-inch head sheet, 12-inch-long members are one-piece and continuous-welded to the floor and sides; One-piece 3/16-inch AR400 floor; 7-gauge 201 Stainless steel sides and headsheet; 7-gauge air operated tailgate with integral 8-position feedgate; 28-inch-wide main conveyer; <b>bar every other link</b> : Rear hinge assembly is constructed of 8 X 6" X 1/2" structural angle with 2" diameter stainless steel hinge pins with grease zerts. <b>Swing away spinner assembly</b> , 18" poly spinner. <b>Ladder on driver side</b> . rear discharge. 3/16" AR400 conveyer floor
Fenders	sloped full length of body constructed from 201 stainless steel
Motor	is a 25:1 gear case
Tailgate	will be Air release
Hoist	Mailhot trunnion mounted single acting class 50, 3 stage with a 90" stroke and a 4" diameter first stage.
Safety props	2-oversized and self aligning
Shovel holders	2 sets, stainless steel spring loaded
Tool box	18" x 18" x 24" aluminum
<b>Side boards</b>	<b>2" x 12" Recycled Black plastic</b>
Mud flaps	Plastic quarter fenders in front of duals mud flaps behind duals.
Tow hooks	front and rear frame rails
Final coating	Du Pont Rust Free bake on undercoat system



**Burkes Road Tamer 2000 12-ft plow with twin trip, power reversing .**

Plow	12-ft X 42", 7-gauge broke (not rolled), with 8 vertical ribs, 5 hinge points, with trip edge moldboard.
Table	is constructed out of 1/2" thick steel with two 4" X 20" D.A. cylinders with 2" <b>nitrided rod &amp; poly cushions</b> . All connecting points from table to moldboard have 3" poly bushings.
Hitch	Burke Model UBF-WQCP hitch with loop and latch casting, 4" X 10" <b>double acting lift cylinder</b> with 2" diameter <b>nitrided rod</b> , painted black.
Level lift	built in
Attack angle	adjustable from 5, 10 and 20 degree
Trip	edge has 7/8" round torsion springs, the moldboard trip uses open extension springs
Hydraulic cylinder	The 4" x 10" cylinder is custom-made to Burke specifications and exceeds cylinder size and capacity needed for snowplowing equipment.
Manifold cross	block for hydraulic hoses
Hydraulic hook-up	pin style hydraulic couplers.
Blades	7/8"x5" carbide blades with a 1/2" x 6" cover, grade 9 plow bolts on a standard highway punch. 3/4" curb shoes <b>Flap mounted on top edge of plow</b>
Markers	Rubber mounted on each end of plow
Parking stand	adjustable
Coating	plow to be cleaned and blasted before being primed and painted the color the village requested.



**Burke DKJ Snow Patrol 9-ft wing**

Wing	9-ft right moldboard overall with <b>8-ft trip cutting edge</b> with 4 torsion springs of at least 3/4" (not double panel); wing moldboard is broke (not rolled) 10-ga; face 28" high at the toe end and 35" high at the heel.
Trip	one piece trip edge using 7/8" torsion springs.
Blades	blades 7/8" X 5" and 1/2" X 6" cover blade with 3/4" curb shoes- 5/8 square bolt holes & grade 9 plow bolts on a standard highway punch.
Marker	Rubber mounted on heel end of wing. Wing height guide marker on toe
Front post	<b>A-Arm lift system</b> ; toe cylinder 4" X 10" D.A. cylinder with 2" rod; heel cylinder 4" X 20" with 2" rod and flow control valve. De-Cell cylinder. Allowing for 18" of float
Rear brace tube	4" X 6" X 3/8" thick protruding under both frames with 2 side plates, a brace tube of 2" schedule #80 material and ball ends; Spring-cushioned push brace, frame mount stop and holding (lock) bracket; painted black.
Hydraulic cylinders	The 4" X 20" and 4" x 10" cylinders are custom-made to Burke specifications and exceed cylinder size and capacity needed for snowplowing equipment.
Coating	all surfaces to be cleaned, and blasted before being primed & painted the color the village requested

## Burke Truck & Equipment, Inc. detailed spec list

### Hydraulic System

PTO & Pump mount	Directly mounted to the transmission
Pump	Metaris MHVPS7C497SPLLAB20-98
Power take off	Muncie CD-10
Capacity	50 gallon per minute.
Valve bank	Rex Roth MP-18 mounted upside down on driver side frame rail behind cab
Reservoir	Thirty-gallon 304 stainless steel hydraulic oil reservoir with sight glass and temperature gauge; ten-micron in-tank filter system with full flow by-pass; plugged system gauge and low oil warning beeper; system is capable of using either all-temp standard oil or Dextron III oil.
Hoses	<b>Stainless steel tubing</b> run to the front and rear of truck with two (2) wire hydraulic hose used at each end. All other hydraulic hose to be to Village of Richfields spec.
Controls	The valve controls will be Nimcos With push button spreader controls Electronic auger and spinner controls with electric Pro Salter II valve with manual override. blast and ground speed. Mounted in a stainless steel floor consol.

### Electrical System

Wiring:	All wiring is double jacketed with ethylene-propylene rubber to seal out moisture and to protect against damage. In addition to the double jacket, all wires that are in an abrasion area are covered with vinyl tubing for additional protection. All electrical connections are sealed against moisture. All electrical junction boxes are waterproof. All lights are grounded through the wiring system, not to mounting bolts. All junction boxes are grounded to the chassis in addition to the wiring system. All bulbs and electrical plugs are coated with dielectric grease to seal out moisture. Wiring harnesses are securely fastened to prevent damage.
Controls:	Burke custom designed electrical controls are located in a stainless steel floor console. Each of the six circuits is fused with re-settable circuit breakers. The switches are marine grade and are rated to carry 25 amps. The salter control panel is designed so that it can be removed from the truck easily if service becomes necessary. Flexible spot light mounted to consol.
Plow Lights:	The <b>Grote Night Hawks</b> are mounted in Noryl housings with stainless steel hardware for corrosion resistance. They include bright, sealed, halogen headlight beams with built-in parking and turn signal lights.

**Burke Truck & Equipment, Inc. detailed spec list**

- Tail/Stop                    These 6-inch oval LED lights are mounted in cutouts on the rear of the dump box. These lights on the box are in addition to the standard tail/stop/turn lights that are mounted to the truck chassis.
- Side Marker Lights: The side/marker lights are 2 ½” round LED lights that are sealed and installed in cutouts in the dump box sides.
- Identification Lights: These are the three red lights below the dump box on the rear of the truck. The identification lights are 2 ½” round LED lights that are sealed and installed in a bracket welded to the truck chassis.
- Hot Lights:                    These are the flashing warning lights on the dump box cab guard. The hot lights are 4 ½” round LED alternating flashing lights that are mounted in a swinging bracket on the dump box cab guard.
- Strobe Lights:                These lights are 6” oval LED alternating flashing strobe lights located in the rear post of the dump box
- Reverse light                mounted on right rear of box
- Salter light                    mounted on left rear of box
- Emergency Warning Light: The emergency warning light is a ECCO 5135 15” amber rotator that is mounted stationary on cabshild.
- Rear spotlights:              One rear spotlight for rear spinner, one side spotlights for wing.
- Back up alarm                mounted between rear frame rails.

**Burke Truck & Equipment, Inc. detailed spec list**

Village of Richfield  
4128 Hubertus Road  
Hubertus, Wi. 53033

Attn: Village Board Members

Subject: Truck Equipment

Thank you for the opportunity to quote you on the equipment listed in this specification. If there are any questions or changes that need to be addressed, please feel free to contact me. All prices are valid for the Village of Richfield for 60 days.

Total equipment package as specified..... \$72,190.25

Burke Truck & Equipment is pleased to offer the Village of Richfield a 1 ½% discount on the equipment package, if they choose to pay one half of the package price at the time of order, with the balance due after delivery of the completed unit. (see below)

Total package price.....	\$72,190.25
First half payment.....	\$36,095.12
1 ½% discount.....	\$1,082.85
Second half payment.....	\$35,012.28
Total package price after discount.....	\$71,107.40

Sincerely

Jeff Smith  
Burke Truck & Equipment Inc.