1. Call to Order/ Roll Call
2. Verification of Compliance with Open Meeting Law
3. Pledge of Allegiance
4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding reports and discussion/action items on the agenda, only. Public comments are not a public hearing and are typically a one-way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
5. CONSENT AGENDA
   a. Vouchers for Payment
   b. Treasurer’s Report
   c. Meeting Minutes:
      ii. December 21, 2017 – Regular Meeting
      iii. December 13, 2017 – Special Meeting
      iv. January 4, 2018 – Special Meeting
   d. Operator Licenses
   e. Election Poll Worker Reappointments
6. DISCUSSION/ACTION ITEMS
   a. Discussion/Action regarding the adoption of the Washington County Hazard Mitigation Plan
   b. Discussion/Action regarding the Final Plat for Bridlewood Estates subdivision
   c. Discussion/Action regarding the Deed Restrictions for Bridlewood Estates subdivision
   d. Discussion/Action regarding Ordinance O2017-01-01, an Ordinance related to the number of “tow ropes” allowed on Bark Lake
7. PUBLIC COMMENTS (...Continued)
8. ADJOURNMENT

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

Pursuant to Sec. 985.02(2), Wis Stats., I, Jennifer Keller, 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:

- Village Board Agenda for meeting on 1/18 @ 7:00 PM

on 1/11/18 (date), 1:00 PM (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.

Signature

Date 1/11/18

Personally came before me this 11th day of January, 2018.

Margaret M. Gunnells
Notary Public, State of Wisconsin
My commission expires 10/11/2010

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 1/11/18

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

Signature

Date

L:Forms>Affidavit of Posting
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: January 18, 2018

SUBJECT: Consent Agenda
DATE SUBMITTED: January 10, 2018
SUBMITTED BY: Donna Cox, Deputy Clerk

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, Meeting Minutes from the Regular Village Board meetings held on November 16, 2017, December 21, 2017, and special Village Board meetings held on December 13, 2017 and January 4, 2018, and Operator Licenses Applications.

FISCAL IMPACT:

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 November 16th 2017 – Regular Meeting
4. Meeting Minutes December 21, 2017 – Regular Meeting
5. Meeting Minutes December 13, 2017 – Special Meeting
6. Meeting Minutes January 4, 2018 – Special Meeting
7. Applications for Operators Licenses (see attached list), Copy of Applications and Background Investigation Reports

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, Treasurer’s Report, meeting minutes from November 16, December 13, December 21, 2017 and January 4, 2018 Village Board meetings and Operators Licenses Applications per the attached list.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. ____________________________
Ordinance No. ____________________________
Approved ____________________________
Other ____________________________
Continued To:
Referred To:
Approved ____________________________
Denied ____________________________
File No. ____________________________

Village Staff Member
Village Administrator
5a
**BATCH #3**

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<th>Description</th>
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<tr>
<td>13044</td>
<td>12/28/17</td>
<td>XI RETIREMENT SYSTEM $5,867.00 NOVEMBER REPORTING CONTRIBUTIONS</td>
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<td>13045</td>
<td>12/29/17</td>
<td>CAPITAL ONE $514.66 CREDIT CARD PURCHASES NOV 6, 2017 - DEC 6, 2017</td>
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<td>13046</td>
<td>12/29/17</td>
<td>ARENZ, MOLTER, MACY, RIFFLE &amp; LA $4,106.20 LEGAL SERVICES- NOVEMBER &amp; DECEMBER</td>
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<td>CAPITAL ONE $514.66 CREDIT CARD PURCHASES NOV 6, 2017 - DEC 6, 2017</td>
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<td>12/29/17</td>
<td>VILLAGE OF RICHFIELD $60.00 CPR-AED COURSE 12/18/17- RUNNELLS &amp; HUPE</td>
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<td>13049</td>
<td>12/29/17</td>
<td>ASSOCIATED APPRAISAL $3,056.33 DECEMBER SERVICES AGREEMENT</td>
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<td>13050</td>
<td>12/29/17</td>
<td>CEDAR CORPORATION $1,264.00 GENERAL ENGINEERING SERVICES THROUGH 11/18/17</td>
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<td>13051</td>
<td>12/29/17</td>
<td>COMPLETE OFFICE OF WISCONSIN $33.75 NAME PLATE &amp; HOLDER- JENNIFER KELLER</td>
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<td>13052</td>
<td>12/29/17</td>
<td>VILLAGE OF RICHFIELD $1,160.46 STATE WITHHOLDING TAX- PE 12/15</td>
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<td>VILLAGE OF RICHFIELD- ELECTION P $1,859.44 ELECTION PAYROLL #5</td>
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<td>13054</td>
<td>12/29/17</td>
<td>TOTAL BATCH #3 $58,302.03 Checks mitten end of December 2017</td>
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**BATCH #4**

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<th>ACH</th>
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</thead>
<tbody>
<tr>
<td>13055</td>
<td>1/2/18</td>
<td>ELECTRONIC FEDERAL TAX PMT $2,181.77 FORM 941- SUPPLEMENTAL PR #26.01 &amp; ELECTION PR #5 FED TAX DEP</td>
</tr>
<tr>
<td>13056</td>
<td>1/2/18</td>
<td>UNITED HEALTHCARE $15,368.68 COVERAGE PERIOD: 01/01/2018 - 01/31/2018</td>
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<tr>
<td>13057</td>
<td>1/2/18</td>
<td>UNITED HEALTHCARE $15,368.68 COVERAGE PERIOD: 01/01/2018 - 01/31/2018</td>
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<td>13058</td>
<td>1/2/18</td>
<td>VILLAGE OF RICHFIELD $1,155.12 SERVICE FROM 01/01/18 THROUGH 01/31/18</td>
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<td>WISCONSIN DEPT OF REVENUE $10.00 BUSINESS TAX REGISTRATION RENEWAL- END DATE JAN 31, 2020</td>
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<td>13060</td>
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<td>WISCONSIN DEPT OF REVENUE $10.00 BUSINESS TAX REGISTRATION RENEWAL- END DATE JAN 31, 2020</td>
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<td>13061</td>
<td>1/2/18</td>
<td>VILLAGE OF RICHFIELD $180.46 STATE WITHHOLDING TAX- PE 12/15</td>
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<td>VILLAGE OF RICHFIELD- ELECTION P $1,659.44 ELECTION PAYROLL #5</td>
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<td>13063</td>
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<td>TOTAL BATCH #4 $59,302.03 Checks written end of December 2017</td>
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<tr>
<td>#</td>
<td>PO#</td>
<td>DATE</td>
</tr>
<tr>
<td>------</td>
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<td>2-17029</td>
<td>1/10/18</td>
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<td>TOTAL BATCH #4</td>
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**BATCH #5**

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<tr>
<th>#</th>
<th>PO#</th>
<th>DATE</th>
<th>VENDOR/DESCRIPTION</th>
<th>AMOUNT</th>
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<tr>
<td>13394</td>
<td>1/11/18</td>
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<td>FIRST FEDERAL BANK OF WI</td>
<td>$1,458.37</td>
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<td>13395</td>
<td>1/11/18</td>
<td></td>
<td>UNITED STATES TREASURY FORM 941 2017- 4TH QTR TAX DUE</td>
<td>$26.30</td>
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<td>13396</td>
<td>1/11/18</td>
<td></td>
<td>PENFLEX INC RICHFIELD VOL FIRE DEPT CO- SAP 2017</td>
<td>$1,458.37</td>
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<td>TOTAL BATCH #5</td>
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<td></td>
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<td>$11,250,205.46 Checks Written January 2018</td>
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</table>
# VILLAGE OF RICHFIELD
Treasurer's Report for December 31, 2017

## BANK ACCOUNT BALANCES

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Interest Rate</th>
<th>Beginning Balance</th>
<th>Interest Earned</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landmark Checking Account</td>
<td>0.25%</td>
<td>$1,533,140.68</td>
<td>$741.54</td>
<td>$11,814,533.04</td>
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<tr>
<td>LGIP General Fund</td>
<td>1.21%</td>
<td>$750,855.72</td>
<td>$771.39</td>
<td>$751,627.11</td>
</tr>
<tr>
<td>LGIP Fire Impact Fees</td>
<td>1.21%</td>
<td>$8,468.44</td>
<td>$8.70</td>
<td>$8,477.14</td>
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<tr>
<td>LGIP Park Impact Fees</td>
<td>1.21%</td>
<td>$24,298.68</td>
<td>$24.96</td>
<td>$24,323.64</td>
</tr>
<tr>
<td>LGIP Tax Account</td>
<td>-</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>FNB Entrepreneur Plus Account</td>
<td>0.08%</td>
<td>$127,662.73</td>
<td>$7.69</td>
<td>$127,670.42</td>
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<tr>
<td>FNB Platinum MMDA Account</td>
<td>0.23%</td>
<td>$258,438.03</td>
<td>$46.38</td>
<td>$258,484.41</td>
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<tr>
<td>FNB Public DDA Acct- Fire Dept</td>
<td>0.08%</td>
<td>$10,925.04</td>
<td>$0.66</td>
<td>$10,925.70</td>
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<td>FNB Public DDA Acct- Hist Soc</td>
<td>0.08%</td>
<td>$371,195.06</td>
<td>$22.37</td>
<td>$371,217.43</td>
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<tr>
<td>Westbury Bank MM Account</td>
<td>0.60%</td>
<td>$254,633.42</td>
<td>$121.39</td>
<td>$254,754.81</td>
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## CERTIFICATES OF DEPOSIT

<table>
<thead>
<tr>
<th>Bank</th>
<th>Purchase Date</th>
<th>Expiration Date</th>
<th>Interest Rates</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First National Bank</td>
<td>April 30, 2017</td>
<td>November 30, 2018</td>
<td>1.29%</td>
<td>$255,024.24</td>
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<tr>
<td>Westbury Bank</td>
<td>October 21, 2016</td>
<td>April 21, 2018</td>
<td>1.15%</td>
<td>$259,127.15</td>
</tr>
</tbody>
</table>

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

## LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

<table>
<thead>
<tr>
<th>Company</th>
<th>Purchase Date</th>
<th>Expiration Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hartford Land Development, LLC</td>
<td>April 17, 2017</td>
<td>April 17, 2019</td>
<td>$560,075.00</td>
</tr>
<tr>
<td>Ogden Midwest Funding II LLC</td>
<td>April 20, 2017</td>
<td>April 20, 2018</td>
<td>$248,138.00</td>
</tr>
</tbody>
</table>
1. **Call to Order/ Roll Call**
The meeting was called to order by President John Jeffords at 7:00 pm. A quorum of the Village Board was present.

Present: Village Board of Trustees; Bill Collins, Rock Brandner, Dan Neu and Tom Wolff.

Also present: Village Administrator Jim Healy and Deputy Clerk Cox

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

3. **Pledge of Allegiance**

4. **Public Hearing**
   a. 2018 Village Budget
   b. Discussion/Action regarding Resolution No. R2017-11-01, a Resolution adopting the 2018 Village Budget

Motion by Trustee Neu to open the Public Hearing at 7:15 pm; Seconded by Trustee Wolff; Motion carried unanimously.

Administrator Healy provided a synopsis of the 2018 proposed budget.

President Jeffords spoke about road improvements.

Jeff Gonyo, 2668 STH 164, Highway J Citizens Group, Polk. Mr. Gonyo stated the Village was wastefully spending on legal fees regarding Scenic Pit double billing with different law firms and insurance attorney. Mr. Gonyo expressed his dissatisfaction with the time it takes to turn-around open records requests.

Ms. Danali Zoulek, 609 Scenic Pit Rd., Ms. Zoulek stated that she was very frustrated with the process and high fees as it relates to Open Records requests. Ms. Zoulek questioned what she believed to be excessive spending on litigation for resident Patrick Whitecomb. Ms. Zoulek commented that if there wasn’t enough money in the budget for road repairs then the Village should consider to stop spending it on litigation.

Motion by Collins to close the Public Hearing; Seconded by Trustee Brandner; Motion carried unanimously.

Motion by Trustee Wolff to adopt Resolution No. R2017-11-01, a Resolution adopting the 2018 Village Budget as published in the West Bend Daily News ‘Notice of Public Hearing’ for the Village of Richfield; Seconded by Trustee Neu; Motion carried unanimously by voice vote.

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

Jeff Gonyo, 2668 STH 164, Highway J Citizens Group, Polk. (related to items 9b & 9c on the agenda) Mr. Gonyo commented that the Village has lost twice against Scenic Pit, LLC. and advises them to give it up and quit spending taxpayer dollars. Mr. Gonyo stated that Administrator Healy should be fired and that if the Board didn’t do that – then they should reconvene and fire themselves.

Ms. Danah Zoulek, 609 Scenic Rd. (related to item 9b on the agenda) Ms. Zoulek questioned the Board as to when the litigation would be over and asked that they use reasonable behavior.

Patrick Whitcomb, 1332 Scenic Rd. Mr. Whitcomb advised the Board that the $129k dollars the Village is trying to recoup and garnish from his wages will not ever happen, that he will fight to make sure of it.

Paul Craig, 501 Scenic Rd. (related to items 9b & 9c on the agenda) Mr. Craig thanked the Board for all that they have done regarding Scenic Pit and thanked Mr. Healy and staff for always being so respectful and courteous.

6. CONSENT AGENDA
   a. Vouchers for Payment
   b. Treasurer’s Report
   c. Meeting Minutes:
      i. October 12, 2017 – Regular Meeting
      ii. October 18, 2017 – Special Meeting
      iii. October 13, 2017 – Special Meeting
   d. Operator Licenses

Motion by Trustee Brandner to approve the Vouchers for Payment, Treasurer’s Report, Minutes of the October 13th and October 18th Special Village Board meetings, Minutes of the October 19th, 2017 Regular Village Board meeting and Operators Licenses per the attached list; Seconded by Trustee Neu; Motion carried unanimously.

7. DISCUSSION/ACTION ITEMS
   a. Discussion/Action regarding a petitioned Conditional Use Permit application for the property located at, 3660 County Line Road Q (Tax Key: V10_1356) for the installation of a ground mounted solar panel array pursuant to Sect. 70.241(E)(2)

Motion by Trustee Brandner to approve the proposed Conditional Use Permit for a ground-mounted solar panel array for Ms. Joy Zastrow-Mulcahy on behalf of the property owner Joy J Zastrow Mulcahy Family Trust for the property located at, 3660 CTH Q (Tax Key: V10_1356) subject to the terms and conditions contained therein; Seconded by Trustee Collins; Motion carried unanimously.

   b. Discussion/Action regarding a Three-Lot CSM for properties at 4982 Lakeview Ave. (Tax Key: V10_0546), 4978 Lakeview Ave. (Tax Key: V10_0547), and 4974 Lakeview Ave. (Tax Key: V10_0548)
Motion by Trustee Neu to accept the recommendation of the Plan Commission for the approval of the proposed (3) Three-Lot CSM, for properties identified by Tax Keys V10 0546, V10 0547, and V10 0548, subject to the Specific Conditions and General Conditions of Approval listed below which must be satisfied before the CSM is released for recording by Washington County.

Specific Conditions of Approval:

1. ADD the following language to the CSM:
   - “Various buildings and other improvements existed on the subject property on the date of the survey which may or may not comply with the Village’s Zoning regulations in effect on the date the Village Board approved this CSM. Approval of this CSM does not waive any zoning requirement. Therefore, all building, improvements, and uses are subject to applicable zoning regulations that are in effect.”
   - “Any land below the ordinary high-water mark of a lake or navigable stream is subject to the public trust in navigable waters that is established under Article IX, Section 1, of the State Constitution”.
   - “Lot 1, Lot 2, and Lot 3 are substandard lots and were approved by the Village of Richfield under authority of 330-11:1 of the Village of Richfield Code of Ordinances. Such parcel shall comply with all applicable regulations relating to legal nonconforming lots which may now exist or which may be established by the Village of Richfield.”
   - “Lot 1, Lot 2, and Lot 3 contain structures that do not comply with the setback requirements in the Village’s zoning regulations in effect on the date this certified survey map was approved by the Village of Richfield. Such structures shall comply with all applicable regulations relating to legal nonconforming structures which may now exist or which may be established by the Village of Richfield”.

2. DELETE existing lot lines from the CSM.
3. ADD the measurement between any structure and lot line which does not meet the Village’s Code of Ordinances.

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 Brandner; Motion carried 4-0-1.

Trustee Wolff Recused himself because he was related to a property owner.

c. Discussion/Action regarding Ordinance 2017-11-01, An Ordinance relating to the collection and payment of State and County taxes

Village Attorney John Macy advised the Board that this Ordinance meets the State requirement.

Motion by Trustee Brandner to adopt Ordinance No: 02017-11-01, An Ordinance relating to the Collection of State and County Taxes by the Village Treasurer; Seconded by Trustee Neu; Motion carried unanimously.

d. Discussion/Action regarding a reduction in the Letter of Credit for Bark Lake Estates

Motion by Trustee Wolff to direct the Village Staff to authorize a reduction in the established Letter of Credit from $248,138 to $185,738 subject to the final review and approval by the Village Engineer and Village Attorney; Seconded by Trustee Neu; Motion carried unanimously.

EDITORS NOTE: Administrator Healy read an email requesting the Developer pay all outstanding Engineering/Planner fees before reduction.

c. Discussion/Action regarding a reduction in the Letter of Credit for Bridlewood Estates

Motion by Trustee Neu to direct the Village Staff to authorize a reduction in the established Letter of Credit from $560,075 to $135,487.50 subject to the final review and approval by the Village Engineer and Village Attorney; Seconded by Trustee Collins; Motion carried unanimously.

8. PUBLIC COMMENTS - No additional Comments

9. CLOSED SESSION

a. Discussion/Action to enter into Closed Session under Wis. Stats. 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whether competitive or bargaining reasons require a Closed Session – Specifically: Transfer of two (2) miles of CTH CC to the Village & 0.5 miles of Pioneer Road from STH 175 east to Washington County
b. **Discussion/Action to enter into Closed Session under Wis. Stats. 19.85(1)(g)**
   conferring with legal counsel for the governmental body who is rendering oral or
   written advice concerning strategies to be adopted by the body with respect to
   litigation in which it is or is likely to become involved. Specifically: *Scenic Pit, LLC. v. Village of Richfield and Jim Healy* Circuit Court No. 2015CV374

c. **Discussion/Action to enter into Closed Session pursuant to Section 19.85(1)(c) of the**
   *Wis Stats.* considering employment, promotion, compensation or performance
   evaluation data of any public employee over which the governmental body has
   jurisdiction or exercises responsibility. – Specifically: *Village Administrator*

Motion by Trustee Collins to enter into Closed Session at 8:20 PM; Seconded by Trustee Brandner; Motion
carried unanimously by voice vote.

10. **RECONVENE IN OPEN SESSION**

Motion by Trustee Wolff to Reconvene in Open Session at 10:50 PM; Seconded by Trustee Neu; Motion
passed by voice vote.

a. **Discussion/Action regarding matters addressed in Closed Session outlined above**

In consideration of the transfer of additional roadway of approximately 2.0 miles of County Trunk Highway
"CC" from the Northwest corner of the Village of Richfield (Approximately 1 mile south of County Trunk
Highway "E") south to State Highway "167" from the County Trunk Highway System to the Village
System the Village will receive 1) a lump-sum cash amount of $250,000, 2) Traffic-bond shoulder
improvements along the 2.0 miles of County Trunk Highway “CC” on the designated right-of-way in the
north-south travel lanes, 3) Crack-filling along the 2.0 miles of County Trunk Highway “CC”, 4) Pea-gravel
seal coating along the 2.0 miles of County Trunk Highway “CC”, and 5) Traffic line painting along the 2.0
miles of County Trunk Highway “CC”. In turn, the Village will transfer approximately 0.50 miles of
Pioneer Road from STH 175 to Mayfield Road, unimproved.

Motion by Trustee Wolff to approve Resolution No R2017-11-02, A Resolution regarding a jurisdictional
transfer of road between Washington County and the Village of Richfield; Seconded by Trustee Collins;
Motion carries 3-1-1.

Trustee Brandner Recused himself due to his position of County Supervisor.

b. **Discussion/Action regarding matters addressed in Closed Session outlined above**

No Action Taken.
c. Discussion/Action regarding matters addressed in Closed Session outlined above

Motion by Trustee Collins to approve the performance evaluation and contract for Village Administrator Jim Healy for a term of three (3) years; Seconded by Trustee Wolff; motion carried unanimously.

11. ADJOURNMENT

Motion by Trustee Wolff to adjourn the meeting at 10:53 PM; Seconded by Trustee Brandner; Motion carried unanimously.

Respectfully Submitted,

Jim Healy
Village Administrator
1. **Call to Order/ Roll Call**
The meeting was called to order by President John Jeffords at 7:00 pm. A quorum of the Village Board was present.

Present: Village Board of Trustees; Bill Collins, Rock Brandner, Dan Neu and Tom Wolff.

Also present: Village Administrator Jim Healy

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

3. **Pledge of Allegiance**

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

Marie Graziano, 1787 Whispering Ridge Ct, commented that she is thankful for the Board’s management of the municipal budget.

Ms. Danah Zoulek, 609 Scenic Rd., stated that she has issues with the Village’s groundwater monitoring program. She alleges that Dr. Cerkauer gave a misleading affidavit in the Scenic Pit LLC v. Village of Richfield case. Ms. Zoulek also implored the Village to not confirm one of her poll workers because of litigation that she is involved with her.

5. **CONSENT AGENDA**
   a. Vouchers for Payment
   b. Treasurer’s Report
   c. Meeting Minutes:
      i. November 16, 2017 – Regular Meeting
   d. Operator Licenses
   e. “Class B” Winery License (Wine and Beer Only), Two Brothers Wine
   f. Election Poll Worker Re-appointments and Appointments

Motion by Trustee Wolff to approve the Vouchers for Payment, Treasurer’s Report, Operators Licenses per the attached list, “Class B Winery License (Wine and Beer Only) and the List of Election Poll Worker Re-Appointments and Appointments; Seconded by Trustee Collins; Motion carried 4-0-1;

Trustee Neu Recused himself due to his wife being an election worker.

Motion by Trustee Wolff to table the meeting minutes from November 16, 2017 until January 18, 2018 at 7 pm; Seconded by Trustee Neu; Motion passed without objection.
6. DISCUSSION/ACTION ITEMS

a. Discussion/Action regarding Resolution R2017-12-01, a Resolution Amending the 2017 Village Budget

Administrator Healy discussed the Richfield Historical Society’s donation to the Village in the amount of $371,131 towards the completion of the Messer-Mayer Mill Foundation and the need to amend the budget to account for the revenues and the amount expected to spend in 2017 related to this project. It was assumed that additional expenditures would occur in 2018 due to delays related to soil compaction rates.

Motion by Trustee Dan Neu to approve Resolution R2017-12-01, a Resolution adopting the proposed 2017 Budget Amendment and to direct Staff to publish the same no later than 10 days from the date of this meeting in the Washington County Daily News; Seconded by Trustee Rock Brandner; Motion passed—Without objection.

b. Discussion/Action regarding the 2018 contract for services with the Richfield Volunteer Fire Company

Motion by Trustee Bill Collins to approve the contract for fire and emergency medical services with the Richfield Volunteer Fire Company covering the period January 1, 2018 through December 31, 2018; Seconded by Trustee Rock Brandner; Motion passed 4-0-1.

Trustee Neu Recused himself due to his position on the Richfield Volunteer Fire Company’s Board of Directors as their President.

c. Discussion/Action regarding the 2018 contract for services with Dr. Doug Cherkauer for the Village’s Groundwater Monitoring Program

Administrator Healy briefly discussed the Village’s groundwater monitoring program that has been in existence for over the last decade and the Village’s move to automate the well monitoring process with the purchase of nine (9) Welintel devices.

Motion by Trustee Wolff to direct the Village Administrator to execute an agreement with Dr. Douglas Cherkauer to continue the Groundwater Monitoring Program and groundwater permit review for 2018 per the proposed agreement; Seconded by Trustee Dan Neu; Motion passed—Without objection.

d. Discussion/Action regarding an application to the Wisconsin DOT for the Local Road Improvement Program (LRIP) Grant

Village Administrator Healy discussed the grant program that Staff has been working towards applying for over the last few months. The grant would commit the Village to reconstructing a portion of Monches Road in 2019 from Hillside Road to the terminus of Scenic Road. The amount of grant dollars available may exceed $40,000.
Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes December 21, 2017
7:00 pm

Motion by Trustee Dan Neu to authorize Staff to submit to the Wisconsin Department of Transportation the Local Road Improvement Program (LRIP) Grant program application, as presented; Seconded by Trustee Wolff; Motion passed without objection.

e. Discussion/Action regarding an extraterritorial review in the Town of Jackson for a One-Lot CSM for property identified by Tax Key T70804

Trustee Collins remarked that he would like the Staff to research the necessity of having extraterritorial plat reviews go through the same approval process as Certified Survey Maps and Village plat review.

Motion by Trustee Wolff to approve the petitioned extraterritorial One-Lot Certified Survey Map for Ms. Jodi Wank, for property identified by Tax Key: T7 0804 in the Town of Jackson; Seconded by Trustee Neu; Motion passed without objection.

7. PUBLIC COMMENTS - No additional Comments

8. ADJOURNMENT

Motion by Trustee Neu to adjourn the meeting at 7:27 pm; Seconded by Trustee Brandner; Motion passed without objection.

Respectfully Submitted,

[Signature]
Village Administrator
1. Call to Order/ Roll Call
The meeting was called to order by Village President John Jeffords at 7:31 pm. A quorum of the Village Board was present.

Present: Village Board of Trustees; Bill Collins, Rock Brandner, Tom Wolff, and Dan Neu.

Also present: Village Administrator Jim Healy and Village Attorney John Macy.

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

3. Pledge of Allegiance

4. 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: Scenic Pit, LLC v. Village of Richfield and Jim Healy Circuit Court No. 2015CV374

President Jeffords read aloud the Closed Session agenda item.

Motion by Trustee Wolff to enter into Closed Session pursuant to Wisconsin State Statutes, Section 19.85(1)(g); Seconded by Trustee Collins; Motion carried unanimously by voice vote.

5. RECONVENE IN OPEN SESSION
   a. Discussion/Action regarding matters addressed in Closed Session Outlined above

Motion by Trustee Collins to reconvene in Open Session; Seconded by Trustee Brandner; Motion passed by voice vote.

6. ADJOURNMENT

Motion by Trustee Brandner to adjourn the meeting at 9:19 pm; Seconded by Trustee Collins; Motion carried unanimously.

Respectfully Submitted,

Jim Healy
Village Administrator
1. Call to Order/ Roll Call
The meeting was called to order by Village President John Jeffords at 7:30 pm. A quorum of the Village Board was present. Present: Village Board of Trustees; Bill Collins, Rock Brandner, and Dan Neu.

Also present: Village Administrator Jim Healy and Village Attorney John Macy.

Excused Absence: Tom Wolff

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. 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 strategies to be adopted by the governing body with respect to litigation in which it is or is likely to become involved. Specifically: Scenic Pit, LLC v. Village of Richfield and Jim Healy Circuit Court No. 2015CV374

President Jeffords read aloud the Closed Session agenda item.

Motion by Trustee Collins to enter into Closed Session pursuant to Wisconsin State Statutes, Section 19.85(1)(g); Seconded by Trustee Brandner; Motion carried unanimously by voice vote.

Motion by Trustee Collins to authorize the Village Administrator to retain Attorney Don Gallo, an environmental attorney, to assist the Village of Richfield in litigation against Scenic Pit LLC; Seconded by Trustee Collins; Motion passed without objection.

5. RECONVENE IN OPEN SESSION
   a. Discussion/Action regarding matters addressed in Closed Session Outlined above

Motion by Trustee Neu to reconvene in Open Session; Seconded by Trustee Brandner; Motion passed by voice vote.

Motion by Trustee Neu to authorize the Village Administrator to retain Attorney Don Gallo, an environmental attorney, to assist the Village of Richfield in litigation against Scenic Pit LLC; Seconded by Trustee Collins; Motion passed without objection.

6. ADJOURNMENT

Motion by Trustee Neu to adjourn the meeting at 9:35 pm; Seconded by Trustee Brandner; Motion carried unanimously.

Respectfully Submitted,

Jim Healy
Village Administrator
### 2017-2018 OPERATORS LICENSES

**Meeting Date:** January 18, 2018

<table>
<thead>
<tr>
<th>APPLICANT'S NAME</th>
<th>PLACE OF EMPLOYMENT</th>
<th>COURSE OR VALID LICENSE</th>
<th>NEW OR RENEWAL</th>
</tr>
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<tbody>
<tr>
<td>1 Marisabel Aguilera</td>
<td>Fat Charlies</td>
<td>License</td>
<td>New</td>
</tr>
<tr>
<td>2 Karen Peters</td>
<td>EJ's</td>
<td>License</td>
<td>Renewal</td>
</tr>
<tr>
<td>3 Joshua Brendelson</td>
<td>Sobelman's</td>
<td>Course</td>
<td>New</td>
</tr>
<tr>
<td>4 Richard Goetz</td>
<td>Pioneer Bowl</td>
<td>Course</td>
<td>New</td>
</tr>
<tr>
<td>5 Laura Kaczmarek</td>
<td>Sloppy Joe's</td>
<td>License</td>
<td>New</td>
</tr>
<tr>
<td>6 Nicole Riordan</td>
<td>Sobelman's</td>
<td>License</td>
<td>New</td>
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<tr>
<td>7 Jeffrey Davis</td>
<td>Sobelman's</td>
<td>License</td>
<td>New</td>
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</table>
6 a
Since April of 2015, local officials have been working together to help develop a plan which aims to reduce Washington County’s overall risk from future hazard events such as flooding, tornados and winter storms. The plan development was funded by a FEMA grant and the Southeastern Wisconsin Regional Planning Commission and was the first of its kind for Washington County. The plan was coordinated by those two (2) organizations in conjunction with the County’s Office of Emergency Management and the Planning and Parks Department. Rob Schmid, Emergency Management Coordinator for Washington County was the lead Staff person for Washington County behind the development of the plan. Generally speaking, the plan identifies goals, action items, and provides resources design to reduce risk throughout the County. According to Washington County and FEMA, every dollar spent on hazard mitigation saves three to five dollars on future disaster relief costs.

The first step in the planning process was to form a multi-jurisdictional Local Planning Team (LPT) including participation from numerous County departments and all 20 Washington County local jurisdictions. The group worked together to identify/prioritize hazards, risks and mitigation strategies within the plan. Engaging in and developing a strategy for hazard mitigation provides jurisdictions with a number of benefits. Benefits include reduced loss of life, property, essential services, critical facilities and economic hardship and reduced short-term and long-term recovery and reconstruction costs. Communities also gain increased cooperation and communication through the planning process, and increased potential for state and federal funding for mitigation projects.

The LPT met twice in 2015, once in 2016 and once in 2017. All of the meeting presentations, agendas, minutes, the draft plan itself and other related documents are available on the SEWRPC website: http://www.sewrpc.org/HMP. As a condition of the planning process, two (2) public meetings were held - in August of 2016 and July of 2017. There was an informational component presented and feedback from the public was solicited at both sessions.

Tonight, Mr. Rob Schmid from Washington County and the Village’s Emergency Management Coordinator Chris Marks will be on-hand to discuss the plan, the benefits to the Village of Richfield, and some of the takeaways from the development of the County’s first hazard mitigation program. The plan itself is 700+ pages, so it will not be included in the attachments but the hyperlink will be posted on the Village’s website.

**FISCAL IMPACT:**

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

**REVIEWED BY:**
**VILLAGE OF RICHFIELD**

**VILLAGE BOARD COMMUNICATION FORM**

**MEETING DATE:** January 18, 2018

**SUBJECT:** County Hazard Mitigation Plan

**DATE SUBMITTED:** January 10, 2018

**SUBMITTED BY:** Jim Healy, Village Administrator

**ATTACHMENTS:**

1. FEMA Hazard Mitigation Factsheet
2. Hazard Mitigation Grant Program Factsheet
3. County-provided Sample Resolution for the adoption of the Hazard Mitigation Plan

**STAFF RECOMMENDATION:**

Motion to table the Countywide Hazard Mitigation Plan until the Board’s regularly scheduled meeting on February 15, 2018 at 7PM.

**APPROVED FOR SUBMITTAL BY:**

[Signature]

Village Administrator

<table>
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<th>Resolution No.</th>
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<tr>
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<tr>
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<td>Other</td>
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**VILLAGE CLERK USE ONLY**

**BOARD ACTION TAKEN**

[Signature]

Village Administrator
The Hazard Mitigation Grant Program (HMGP) is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the Stafford Act), Title 42, United States Code (U.S.C.) 5170c. The key purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. HMGP is available, when authorized under a Presidential major disaster declaration, in the areas of the State requested by the Governor. The amount of HMGP funding available to the Applicant is based upon the total Federal assistance to be provided by FEMA for disaster recovery under the Presidential major disaster declaration. Tribal governments can submit a request for a major disaster declaration within their impacted areas.

The Pre-Disaster Mitigation (PDM) program is authorized by Section 203 of the Stafford Act, 42 U.S.C. 5133. The PDM program is designed to assist States, Territories, Tribal governments, and local communities in implementing a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding from future disasters.

The Flood Mitigation Assistance (FMA) program is authorized by Section 1366 of the National Flood Insurance Act of 1968, as amended (NFIA), 42 U.S.C. 4104c, with the goal of mitigating flood damaged properties to reduce or eliminate claims under the National Flood Insurance Program (NFIP).
Eligible Activities

The table below summarizes eligible activities that may be funded by HMA programs. Detailed descriptions of these activities can be found in the HMA Unified Guidance.

<table>
<thead>
<tr>
<th>ELIGIBLE ACTIVITIES</th>
<th>Mitigation Activities</th>
<th>HMGP</th>
<th>PDM</th>
<th>FMA</th>
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<tr>
<td></td>
<td>Property Acquisition and Structure Demolition or Relocation</td>
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<td>Structure Elevation</td>
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<td>Mitigation Reconstruction</td>
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<td>Dry Floodproofing of Historic Residential Structures</td>
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<td></td>
<td>Dry Floodproofing of Non-Residential Structures</td>
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<td>Minor Localized Flood Reduction Projects</td>
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<td>Structural Retrofitting of Existing Buildings</td>
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<td>Safe Room Construction</td>
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<td>Wind Retrosfits</td>
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<td></td>
<td>Soil Stabilization</td>
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<td>Wildfire Mitigation</td>
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<td>Post-Disaster Code Enforcement</td>
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<td>Generators</td>
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<tr>
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<td>Management Costs</td>
<td>✓</td>
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</tbody>
</table>

✓ = Mitigation activity is eligible for program funding

Management Costs

For HMGP only: The Grantee may request up to 4.89 percent of the HMGP allocation for management costs. The Grantee is responsible for determining the amount, if any, of funds that will be passed through to the subgrantee(s) for their management costs.

Applicants for PDM and FMA may apply for a maximum of 10 percent of the total funds requested in their grant application budget (Federal and non-Federal shares) for management costs to support the project and planning subapplications included as part of their grant application.

Subapplicants for PDM and FMA may apply for a maximum of 5 percent of the total funds requested in a subapplication for management costs.

National Flood Insurance Program (NFIP) Participation

There are a number of ways that HMA eligibility is related to the NFIP:

SUBAPPLICANT ELIGIBILITY: All subapplicants for FMA must currently be participating in the NFIP, and not withdrawn or suspended, to be eligible to apply for grant funds. Certain non-participating political subdivisions (i.e., regional flood control districts or county governments) may apply and act as subgrantee on behalf of the NFIP-participating community in areas where the political subdivision provides zoning and building code enforcement or planning and community development professional services for that community.

PROJECT ELIGIBILITY: HMGP and PDM mitigation project subapplications for projects sited within a Special Flood Hazard Area (SFHA) are eligible only if the jurisdiction in which the project is located is participating in the NFIP. There is no NFIP participation requirement for HMGP and PDM project subapplications located outside of the SFHA.

PROPERTY ELIGIBILITY: Properties included in a project subapplication for FMA funding must be NFIP-insured at the time of the application submittal. Flood insurance must be maintained at least through completion of the mitigation activity.
HAZARD MITIGATION GRANT PROGRAM

What is the Hazard Mitigation Grant Program (HMGP)?

The HMGP is authorized in Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and assists state and local communities in implementing long-term hazard mitigation measures following a major disaster declaration. The State Division of Emergency Management administers the HMGP, and projects are 75 percent federally funded through the Federal Emergency Management Agency (FEMA), 12.5 percent state funded through the Wisconsin Emergency Management (WEM), and the remaining 12.5 percent is a local match requirement. The HMGP is only available after declaration of a major disaster by the President.

Program objectives are:

• To prevent future losses of lives and property due to disasters;
• To develop and implement state or local hazard mitigation plans;
• To enable mitigation measures to be implemented during immediate recovery from a disaster, and
• To provide funding for previously identified mitigation measures.

Who is eligible?

• State and local governments;
• Certain private, non-profit organizations or institutions; and
• Indian tribes or authorized tribal organizations and Alaska Native villages or organizations.

What types of projects can be funded?

The HMGP can be used to fund projects to protect either public or private property. Examples include:

• Acquisition, demolition, and relocation of structures from hazard prone areas;
• Retrofitting such as floodproofing and elevation to protect structures from future damages;
• Minor localized structural hazard control or protection projects such as detention ponds;
• Wind resistant retrofitting or construction
• Construction of residential and community safe rooms
Emergency Management, using data and information supplied by the applicant, will have to demonstrate this to FEMA by documenting that the project:

- Addresses a problem that has been repetitive, or a problem that poses a significant risk if left unsolved.
- Will not cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur. Cost-benefit analyses will be conducted on applications submitted to determine cost effectiveness of the proposed project.
- Has been determined to be the most practical, effective, and environmentally sound alternative after considering a number of options.
- Contributes, to the extent practicable, to a long-term solution to the problem it is intended to address.
- Considers long-term changes to the areas and entities it protects, and has manageable future maintenance and modification requirements.

These criteria are designed to ensure that the most cost-effective and appropriate projects are selected for funding.

To be eligible for HMGP project funds, the applicant must have a FEMA approved all hazard mitigation plan with the proposed project identified in the plan.

**How can I obtain further information?**

Regulations for the HMGP are published in Title 44 of the Code of Federal Regulations, Part 206, Subpart N. Additional information can be found at the following web sites:

http://emergencymanagement.wi.gov/
http://www.fema.gov/hazard-mitigation-grant-program-hm gp

or contact the State Hazard Mitigation Officer at:

Wisconsin Division of Emergency Management  
2400 Wright Street, P.O. Box 7865  
Madison, WI 53707  
608-242-3232 or 1-800-943-0003
Resolution to Adopt the
Washington County All Hazard Mitigation Plan

FISCAL IMPACT: NONE

WHEREAS, the [INSERT JURISDICTION] recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted all hazard mitigation plan is required by FEMA as a condition of future grant funding for mitigation projects under FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the [INSERT JURISDICTION] participated jointly in the planning process with Washington County, SEWRPC and other local units of government to prepare an All Hazard Mitigation Plan, which was made available for review and will reside permanently in the Washington County Office of Emergency Management; and

WHEREAS, the Wisconsin Emergency Management and Federal Emergency Management Agency, Region V, officials have reviewed the 2017 plan and approved it contingent upon this official adoption of the participating governing body; and

NOW THEREFORE IT IS HEREBY RESOLVED that the [INSERT JURISDICTION] hereby adopts the 2017 Washington County All Hazards Mitigation Plan as an official plan, and do hereby endorse and agree to participate in the implementation of the Washington County All Hazard Mitigation Plan as it applies to this jurisdiction.

Passed this _____ day of _________ 2018

____________________________________
Certifying Official

ATTEST:

____________________________________
[Insert Signatory]
| SUBJECT: Bridlewood Estates Final Plat Approval |
| DATE SUBMITTED: January 5, 2018 |
| SUBMITTED BY: Jim Healy, Village Administrator |

**POLICY QUESTION:** DOES THE VILLAGE BOARD WISH TO APPROVE THE PROPOSED FINAL PLAT FOR THE BRIDLEWOOD ESTATES SUBDIVISION?

**ISSUE SUMMARY:**

In March of 2015, the Plan Commission and Village Board conditionally approved a Preliminary Plat for Bridlewood Estates Subdivision. The then property owner (Donna M. Nagel Trust) never satisfied many of the recommended conditions of approval and ultimately chose to not proceed with the project at that time. The property was later purchased by a new developer and the Preliminary Plat was recommended for approval by this body in April of 2017. Prior to that, a CSM combining the properties and rezoning the land was also concurrently approved during the month of March. The Village Board later ratified those recommendations at their respective March and April meetings. Before you tonight is the same development, Bridlewood Estates subdivision, consisting of 15 residential lots and two (2) Out Lots in the form of a Final Plat.

The subdivision is being developed as an Rs-1b, Single Family Cluster/Open Space Residential District design under Section 70.193 of the municipal code. Based on the density calculations for the subject property and other design requirements, 15 residential lots are possible. More than 40% of the subject property is preserved as open space, which meets the “Intent” of this zoning district. Lot owners will have an equal and undivided interest in the ownership of Out Lots 1 and 2. Each of the lots comply with minimum lot requirements, road frontage, and lot width requirements.

Washington County and the Wisconsin Department of Administration are objecting agencies. They have each approved of the proposed subdivision and we have confirmed that their approvals do not lapse with time, unlike the Village’s. Please see the attachments for further details.

Consistent with the Village’s recommendations from earlier in the year, the final changes have been made:

- Lot 14 was redesigned to have a 50’ separation from the wetland in Outlot 2.
- Signatures blocks were placed on the second page of the Plat.
- The Village has received notification from Washington County that the site is suitable for on-site septic.
- Comments from Village Engineer Ron Dalton dated February 26, 2015 have been addressed related to construction plans and storm water management.
- The subdivider has incorporated into a Storm Water Management Agreement and Deed Restrictions the perpetual maintenance of the common space areas that is owned in an equal and undivided manner as well as the maintenance thereof.
- The Village Attorney has reviewed the proposed Deed Restrictions, offered comments on the same, and they are expected to be approved by the Village Board in January. Prior to executing the Final Plat for signature, this document will be filed at the County Register of Deeds.
- The Storm Water Management Agreement has been filed at the County Register of Deeds.
- The Developer’s Agreement has been filed at the County Register of Deeds.
- The Village has received approval from the County and the Department of Administration for the Preliminary Plat.
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: January 18, 2018

SUBJECT: Bridlewood Estates Final Plat Approval

DATE SUBMITTED: January 5, 2018

SUBMITTED BY: Jim Healy, Village Administrator

- Prior to any land-altering activity, the Village Engineer reviewed and approved construction plans, storm water plans, and erosion control plans for the subdivision.
- An application for groundwater protection permit was reviewed and approved by Dr. Doug Cherkauer.
- A letter of credit has been established in an amount deemed acceptable to the Village Engineer and in a form deemed acceptable by the Village Attorney.

On January 4th the Plan Commission recommended approval of the proposed Final Plat with the following motion:

Motion by Vice-Chairman Berghammer to recommend approval of the Final Plat for Bridlewood Estates subdivision, subject to the Specific and General Conditions of Approval listed below:

Specific Conditions of Approval:

1. A note shall be added to the face of the plat indicating that all private driveways shall be designed and constructed in compliance with Village standards, including a maximum grade of 12 percent.
2. A notation shall be added to the wetland in Outlot 2 stating who made the delineation and when, and that such delineation was approved by the US Army Corps of Engineers with a reference to the letter dated February 17, 2015.
3. Include a copy of the Wetland Delineation Report dated October 29, 2014 with the final plat application

General Conditions of Approval:

1. **Staff and Governmental Approval.** Subject to the developer satisfying all comments, conditions and concerns of the Village Planner, Village Engineer, and all reviewing, objecting and approving bodies, which may include but not be limited to the State of Wisconsin Department of Safety and Professional Services per ch. 236, Wisconsin Statutes and ch. SPS 385, Wisconsin Administrative Code; the State of Wisconsin Department of Transportation per ch. Trans. 233, Wisconsin Administrative Code; the State of Wisconsin Department of Administration per ch. 236, Wisconsin Statutes; and Washington County; in regard to the final plat, and obtaining all necessary permits and approvals, and satisfaction of applicable requirements of State, federal and Village Code, statutes lawful orders, prior to the recording of the Final Plat.
2. **Financial Guarantee and Agreement.** Subject to the Developer submitting to the Village Code and receiving approval as to form from the Village Attorney and as to amount from the Village Engineer, a letter of credit, cash, or other approved financial guarantee, and subject to the Developer submitting to and receiving from the Village Administrator, Village Attorney and Village Engineer, approval of a Developer’s Agreement for the improvements (including all public, private and site development improvements), prior to commencing construction of any improvement, whether public or private, or site development or recording of the final plat.
3. **Deed Restrictions.** Subject to the Developer submitting to and receiving from the Village Administrator, Village Attorney and Village Engineer, approval of the final draft of the deed restrictions, prior to commencing construction of any improvement, whether public or private, or site development or recording of the final plat.
4. **Professional Fees.** Petitioner shall, on demand, reimburse the Village for 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.
5. **Payment of Charges.** 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
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: January 18, 2018

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Property taxes, or for real property taxes, or for licenses, permits, 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 days of 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 the conditional approval.

Motion seconded by Commissioner Melzer; Motion carried unanimously.

FISCAL IMPACT: REVIEWED BY: Village Deputy Treasurer

Initial Project Costs: N/A
Future Ongoing Costs: Administrative and Public Works-related
Physical Impact (on people-space): Development of Single-Family Lots
Residual or Support/Overhead/Fringe Costs: Administrative and Public Works-related

ATTACHMENTS:

1. Correspondence from Washington County Parks and Planning Department dated November 22, 2017
2. Correspondence from the Wisconsin Department of Administration dated November 29, 2017
3. Correspondence from Village Engineer Craig Kunkel dated December 28, 2017
4. Final Plat for Bridlewood Estates Subdivision
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: January 18, 2018

SUBJECT: Bridlewood Estates Final Plat Approval

DATE SUBMITTED: January 5, 2018

SUBMITTED BY: Jim Healy, Village Administrator

STAFF RECOMMENDATION:

Motion to approve the Final Plat for Bridlewood Estates subdivision, subject to the Specific and General Conditions of Approval listed below:

Specific Conditions of Approval:
1. A note shall be added to the face of the plat indicating that all private driveways shall be designed and constructed in compliance with Village standards, including a maximum grade of 12 percent.
2. A notation shall be added to the wetland in Outlot 2 stating who made the delineation and when, and that such delineation was approved by the US Army Corps of Engineers with a reference to the letter dated February 17, 2015.
3. Include a copy of the Wetland Delineation Report dated October 29, 2014 with the final plat application.

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1. **Staff and Governmental Approval.** Subject to the developer satisfying all comments, conditions and concerns of the Village Planner, Village Engineer, and all reviewing, objecting and approving bodies, which may include but not be limited to the State of Wisconsin Department of Safety and Professional Services per ch. 236, Wisconsin Statutes and ch. SPS 385, Wisconsin Administrative Code; the State of Wisconsin Department of Transportation per ch. Trans. 233, Wisconsin Administrative Code; the State of Wisconsin Department of Administration per ch. 236, Wisconsin Statutes; and Washington County; in regard to the final plat, and obtaining all necessary permits and approvals, and satisfaction of applicable requirements of State, federal and Village Code, statutes lawful orders, prior to the recording of the Final Plat.
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4. **Professional Fees.** Petitioner shall, on demand, reimburse the Village for 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.
5. **Payment of Charges.** 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, permits 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 days of 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 the conditional approval.
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: January 18, 2018

SUBJECT: Bridlewood Estates Final Plat Approval

DATE SUBMITTED: January 5, 2018

SUBMITTED BY: Jim Healy, Village Administrator

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Village Hall Member

Village Administrator
NOTIFICATION OF ACTION ON PROPOSED SUBDIVISION PLAT
WASHINGTON COUNTY PUBLIC WORKS COMMITTEE

11/28/2017

Department of Administration
Plat Review Unit
P.O. Box 1645
Madison, WI 53701-1645

To Whom It May Concern:

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

Date of Meeting: November 22, 2017

Subdivision Name: BRIDLEWOOD ESTATES

Location: SOUTHEAST ¼, SECTION 33
Municipality: VILLAGE OF RICHFIELD
Subdivider: KAEREK HOMES, INC
Surveyor: PETE HURTH, BAUDHUIN SURVEYING & ENGINEERING

Action taken: The Public Works Committee stated no objection to the BRIDLEWOOD ESTATES Final Plat as presented. Staff requests the Certified Soil Tester to revise site plans for the individual lot soil tests to reflect the minor changes in each property lot line from Preliminary Plat to the Final Plat. A benchmark for each lot should also be established as part of revising the soil tests.

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

Sincerely,

Debora M. Sielski, PLA
Deputy Planning & Parks Administrator

Enclosure – State numbered, County-certified final plat for BRIDLEWOOD ESTATES

cc: Municipal Clerk
    Subdivider
    Surveyor
    Land & Water Conservation Division
November 29, 2017

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

Subject: BRIDLEWOOD ESTATES
SE 1/4 S33 T9N R19E
VILLAGE OF RICHFIELD, WASHINGTON COUNTY

Dear Mr. McCarty:

You have submitted BRIDLEWOOD ESTATES for review. The Department of Administration does not object to the final plat bearing your November 22, 2017 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 October 12, 2017 we transmitted copies to them for review. On November 28, 2017 they notified us that they do not object to this plat.

PERMANENT FILE NO. 27316
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,

Renée M. Powcrs, PLS
Plat Review
Phone: (608) 266-3200

Enc: Recordable Document, Original, Print

cc: Kaerek Homes Inc, 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 10/12/2017; REVIEWED ON 11/13/2017
SUBSTITUTE ORIGINAL RECEIVED FROM SURVEYOR ON 11/27/2017
December 28, 2017

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

VIA EMAIL

Re: Bridlewood Estates – Final Plat Review

Dear Jim:

I have reviewed the Final Plat submitted on behalf of Bridlewood Estates in the Village of Richfield.

Please be advised that the Final Plat has been approved by the Wisconsin Department of Administration (sealed November 29, 2017). In addition, Washington County has reviewed same and subsequently notified the Department that the County does “Not Object” to the Plat. Both of these actions satisfy the conditions set forth in my review letter dated September 19, 2017.

Based upon the above and subject to Village Board approval, I believe that the Final Plat can be executed by all parties as required on Page 2 of the document and recorded by Washington County.

Jim, should you have any questions please advise at your convenience. Thank you.

Sincerely,

KUNKEL ENGINEERING GROUP

Craig J. Kunkel, P.E.
Bridlewood Estates

The NE 1/4 of the SE 1/4 and the NW 1/4 of the NE 1/4 of Section 33, Township 11 North, Range 19 East, Village of Richlake, Washinton County, Wisconsin.

Survey Certificate
S. Michael B. H. Corby, Professional Land Surveyor for Boehrns Incoporated, hereby certifies

That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the administrative regulations of the Wisconsin Department of Natural Resources, and under the direction of Certified Land Development, LLC, the survey was performed, and that the Plat hereof was surveyed and the boundaries of the land located in the NE 1/4 of the SE 1/4 and the NW 1/4 of the NE 1/4 of Section 33, Township 11 North, Range 19 East, Village of Richlake, Washington County, Wisconsin, containing 6602 Acres of land and described as follows:

Beginning at the NE 1/4 corner of said Section 33-11-6, thence S 90°57'11" E, 1220.30 feet along the east line of the NE 1/4 of said Section 33-9-6, and thence being the north line of said NE 1/4 for 9.01 feet to the point of beginning.

S. 90°57'11" E, 1200.30 feet along said north line to the point of beginning of lands to be described, thence S 90°57'11" W, 200.37 feet, thence W 90°57'11" N, 400.37 feet, thence W, 90°57'11" W, 600.37 feet, thence S 90°57'11" E, 900.37 feet, thence S 90°57'11" W, 900.37 feet, thence S 90°57'11" E, 900.37 feet along said west line of Lake Winnebago to the point of beginning.

Dated: ___________ (Feb 12, 2011)

Michael G. C. Orby
Certifying Officer
Certified Plat Surveyor 2298

Certificate of Village of Richlake

Received the plat of Bridlewood Estates, in the Village of Richlake, which has been filed for approval in the manner approved and required by Chapter 236 of the Wisconsin Statutes.

I hereby certify that the foregoing is a true and correct copy of a record filed in the Village of Richlake on the ___ day of ___________, 20__, which record becomes effective upon receipt of the Plat Review Application and the plat of the Village of Richlake approval wherefiled as on or before the ___ day of ___________. 20__

Clerk

[Signature]

[Name]

Clerk of the Village of Richlake

[Seal]

Copies of this Certificate of Submission

Certified Land Development, LLC, a corporation duly organized and existing under and by virtue of the laws of Wisconsin and under the laws of the State of Missouri, hereby submits this Stella plan and the record of this Plat for submission to the Village of Richlake and the Wisconsin Department of Natural Resources, to be filed and recorded as required by the Wisconsin Statutes, and this Plat is hereby accepted.

Michael J. Thomas, President

STATE OF WISCONSIN

MADISON COUNTY

I certify that I am the Village Clerk of the Village of Richlake, Wisconsin, and that the above is true and correct, that the Plat herein submitted is correct, and that it is the Plat described in the Plat References.

[Signature]

[Name]

Clerk

[Seal]
6 c
# VILLAGE BOARD COMMUNICATION FORM

**MEETING DATE:** January 18, 2018

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<th>SUBJECT:</th>
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**POLICY QUESTION:** DOES THE VILLAGE BOARD WISH TO APPROVE THE PROPOSED DEED RESTRICTIONS FOR THE BRIDLEWOOD ESTATES SUBDIVISION?

**ISSUE SUMMARY:**

One of the remaining elements of the approval for the Bridlewood Estates subdivision is the Village Board’s consideration of the Deed Restrictions for the subdivision. Deed Restrictions or otherwise called ‘restrictive covenants’ or ‘covenants’ are restrictions applicable to the property’s deed that would further limit how a property could be used. Depending on the developer, they can be more restrictive than the local ordinances and more often than not, can reference ordinances in place at the time of the adoption. These restrictions might control the aesthetic of the development, for example, building materials that can be used in construction, paint colors property owners would be able to use or shingle types. Or, they may restrict ‘uses’ like the ability to rent with services like Vacation Rental By Owner (VRBO) and AirBnB, restrict the ability to park cars outside, and construct permissible structures in your yard like fences or above-ground pools.

Generally speaking, these types of agreements between the developer and prospective land owners are not the Village’s concern because deed restrictions are essentially a contract. They are an agreement in which a prospective property owner freely enters into by virtue of purchasing a property. The only considerations the Village typically looks for are that they establish language for the future maintenance of open space common areas similar to our Storm Water Management Agreement, establish the fact that the Village has the ‘right’ but not the ‘obligation’ to enforce subdivision covenants, and that the restrictions are not less restrictive than our Village Code.

On October 4th, the Village Attorney reviewed the Deed Restrictions and offered limited comments. Please refer to the attachment for further information. Based on the Village Attorney’s comments, the Developer has amended his submitted Deed Restrictions to include the provisos typically included in our boilerplate verbiage. All of the Attorney’s comments have been addressed. The only outstanding item that was not addressed was the creation of the HOA and Architectural Control Committee. It was the recommendation of the Village Attorney that these legal entities be formed so that in the event the developer goes bankrupt, that the homeowners are not the ones responsible for creating the same. While this is a civil matter that does not technically involve the Village, it is worth noting that this was the only outstanding policy consideration.

**FISCAL IMPACT:**

- Initial Project Costs: N/A
- Future Ongoing Costs: N/A
- Physical Impact (on people/space): Implementation of Deed Restrictions
- Residual or Support/Overhead/Fringe Costs: Administrative
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: January 18, 2018

SUBJECT: Bridlewood Estates — Deed Restrictions

DATE SUBMITTED: January 5, 2018

SUBMITTED BY: Jim Healy, Village Administrator

ATTACHMENTS:

1. Declaration of Restrictions and Covenants for Bridlewood Estates Subdivision
2. October 4, 2017 Correspondence from Village Attorney John Macy

STAFF RECOMMENDATION:

Motion to approve the proposed Deed Restrictions for Bridlewood Estates Subdivision and to further direct Village Staff to submit a signature copy to the County Register of Deeds.

APPROVED FOR SUBMITTAL BY:

\[Signature\]
Village Staff Member

\[Signature\]
Village Administrator

VILLAGE CLERK USE ONLY

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LEGAL DESCRIPTION OF BRIDLEWOOD ESTATES SUBDIVISION

LEGAL DESCRIPTION
A parcel of land located in the NE 1/4 of the SE 1/4 & NW 1/4 of the SE 1/4 of Section 33, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin and described as follows:
Commencing at the East 1/4 Corner of said Section 33-9-19; thence S 01°47'21" E - 1337.15 feet along the east line of the SE 1/4 of said Section 33-9-19, said line also being the centerline of Hillside Road to the north line of Hillside Manor Estates; thence S 89°05'38" W - 1805.17 feet along said north line to the point of beginning of lands to be described; thence N 00°54'03" W - 256.37 feet; thence N 36°13'11" E - 422.68 feet; thence N 89°02'44" E - 883.77 feet to the westerly line of C.S.M. No. 3247; thence N 01°43'35" W - 739.35 feet along said west line to the southerly line of Lake Five Hills South; thence along said south line as follows: S 88°46'32" W - 90.18 feet; thence S 89°02'32" W - 439.15 feet; thence S 89°01'28" W - 460.07 feet; thence S 88°46'32" W - 999.55 feet to the westerly line of the NW 1/4 of the SE 1/4; thence S 01°57'56" E - 1326.62 feet to the north line of Hillside Manor Estates; thence N 89°05'38" E - 836.08 feet along said north line; to the point of beginning.

Said parcel contains 46.09 acres.

Bridlewood Estates
Village of Richfield, Washington County, Wisconsin
January 2, 2018

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, HARTFORD LAND DEVELOPMENT, LLC with offices located at 11600 W. Lincoln Avenue, West Allis, Wisconsin 53227, owns all of the Lots in Bridlewood Estates, Village of Richfield, Washington County, Wisconsin.

WHEREAS, HARTFORD LAND DEVELOPMENT, LLC intending to establish a general plan for the use, occupancy and enjoyment of the Subdivision, desires to subject all the Lots within the Subdivision, each Lot of the same hereinafter referred to as a "Lot", to certain restrictions and covenants;
NOW THEREFORE, LET IT BE KNOWN that each and every person, party or entity hereafter purchasing or owning or in any way taking possession of any Lot in the Subdivision, shall do so subject to the following restrictions and covenants, to wit:

1. PURPOSE. To adequately provide for high-quality improvement of this property in order to preserve and enhance the value of investments made by purchasers of Lots. These restrictions and covenants achieve this purpose by:

- ensuring the best use and most appropriate development and improvement of each building site;
- protecting Lot Owners from the use of adjacent building sites in a way that detracts from the residential value of their property;
- guarding against the erection of poorly designed or proportioned structures;
- achieving harmonious use of material and color schemes;
- encouraging attractive homes with appropriate locations on each Lot;
- maintaining proper setbacks from streets and adequate free spaces between structures;
- ensuring that during initial dwelling construction, the Subdivision public streets and walks remain free of debris and refuse.

ZONING LAWS, etc. In addition to the provisions outlined in this document, all Lots shall be subject to all ordinances, zoning laws, building codes and other regulations of the Village of Richfield, Washington County and the State of Wisconsin as applicable. The provisions of the HARTFORD LAND DEVELOPMENT, LLC Developer’s Agreement, BRIDLEWOOD ESTATES shall also apply. The Declaration of Restrictions and Covenants for BRIDLEWOOD ESTATES do not fully encompass all local zoning codes and restrictions. Lot Owners shall conform to all applicable laws concerning Lot improvements and usage.

2. GENERAL LOT USE AND BUILDING TYPE.
   a. Lot Use.

- Each Lot shall only be used for construction of a single-family residence with approved [BRIDLEWOOD ESTATES Architectural Control Committee (ACC), see section 6)] accessory buildings/structures, such as attached garages, swimming pools and similar improvements. Such accessory buildings/structures must also meet Village of Richfield code requirements. Swimming pools must be approved by the ACC prior to installation and pool heaters; filters, etc. must comply with the Village of Richfield wiring codes.
- No structure of any kind shall be constructed, altered, placed, maintained or permitted upon any Lot except one (1) newly constructed, private, permanent, single-family dwelling designed for [and limited to] occupancy of only a single-family group, not exceeding two (2) stories in height from the determined final Lot grade at highest point of building's foundation. Nor may the dwelling be more than three (3) stories in height, where one (1) floor elevation is set below the determined final Lot grade at the building foundation. In addition, detached structures are permitted as per 3(c) following.
- Grading on Lots in the subdivision must be completed substantially in compliance with the master grading plan on file with the Village of Richfield. Deviations from the grading plan must be approved by the ACC and Village of Richfield Engineer. The Village of Richfield Engineer will only approve
deviations based on grading plans encompassing the general area, not just one Lot.

- Any dwelling previously approved for construction on any Lot may be altered and/or the exterior remodeled, only upon approval of such changes by the ACC. In the event of catastrophic loss, permission is herewith granted to rebuild in accordance with the original approved design, without the need for obtaining approval of the ACC.

b. **Attached Garage Required.** Each residence shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of five hundred (500) square feet. The exterior surfaces of this garage shall be consistent and harmonious with the exterior materials placed upon the dwelling.

c. **Detached Structures Permitted.** Detached buildings are permitted with the approval of the ACC and the Village of Richfield. Sheds must substantially conform in appearance to the style of the home with regard to siding, colors, roof pitch, windows and doors. Sheds shall be no larger than one hundred fifty (150) square feet.

d. **Fencing.** Residential fences are permitted with limitations and upon the issuance of a building permit, in the side and rear yards of residential districts. If the fence is located in a side yard or a rear yard and is placed on the property line or within ten (10) feet of a property line, the fence shall not exceed a height of four (4) feet. If the fence is located in the rear yard and is further than ten (10) feet from the property line, the fence shall not exceed six (6) feet in height. All residential fences shall have a minimum opacity of sixty-six percent (66%). No fence shall be located closer than two (2) feet to any alley right-of-way line. Fence must be approved by the ACC prior to installation and must comply with the Village of Richfield codes. No permanent fencing shall be installed in front yard with exception of landscape-type fencing such as ornamental and split-rail. Front yard fencing shall be two-sided corner fencing only – not to exceed a maximum of three (3) feet in height and twelve (12) feet in length with either corner direction.

e. **Signs.** Signs of any size or type are not permitted, except signs placed upon the Lot promoting the sale of the Lot or contractor's signs posted during the term of construction and then such permitted signs shall not exceed eight (8) square feet in size. HARTFORD LAND DEVELOPMENT, LLC may, however, erect one or more temporary development signs that do not exceed thirty-two (32) square feet in area and meets all other Village of Richfield requirements, until HARTFORD LAND DEVELOPMENT, LLC no longer owns any Lots in the subdivision.

**Dwelling Design.** Each dwelling shall be designed by a professional home designer or architect experienced in home design. Approved exterior elevation designs shall consist of Traditional, Early American, Provincial, Williamsburg, Victorian or Colonial styles. Roof pitches are to be a minimum of 8/12 pitch or greater unless architecturally not feasible. The roofs on all dwelling units must have a minimum pitch of eight (8) feet in height for each twelve (12) feet in length (8/12). At their discretion, the Architectural Review Board may approve a front to rear roof pitch of less than 8/12 if the side to side pitch is 8/12 or greater on homes with a dual pitch.
roof or if the architectural style of home requires a roof pitch less than 8/12. All homes shall have attached garage with minimum of five hundred (500) square feet. Garages and accessory buildings must conform in design to that of the dwelling.

f. Minimum Building Living Area. The Minimum floor area of each dwelling shall be no less than the following schedule, with all measurements taken from exterior walls.

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<th>Type of Dwelling</th>
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<td>One Story Dwelling</td>
<td>1,800 square feet</td>
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<td>One and One-Half Story Dwelling</td>
<td>2,300 square feet total with 1,050 square feet on the first floor</td>
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<tr>
<td>Two Story Dwelling</td>
<td>2,300 square feet total with 1,050 square feet on the first floor</td>
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</table>

Note: Other Village of Richfield zoning restrictions may apply.

g. Bathrooms. Each dwelling shall contain a minimum of two (2) baths.

h. Exterior Building Materials. The exterior siding materials of each home must consist of natural materials: brick, stone, wood, cedar, Hardi Plank or other ACC approved materials. Roof shingles shall be dimensional design asphalt or wood cedar shake. Use of other materials is subject to approval of the ACC. Soffit and Fascia materials may be aluminum, wood, LP Smart Side, Hardi Plank, or other ACC approved materials.

i. Minimum Building Setback. The minimum front setback of any dwelling or structure shall be fifty (50) feet. The minimum side yard setback shall be twenty five (25) feet on each side except for those Lots that have frontage on two (2) public streets, in which case the fifty (50) foot setback is required from each street. Each dwelling shall have a minimum rear yard of forty (40) feet. Exceptions to setbacks will require approval from the Village of Richfield and the ACC.

j. Utilities. Electric, telephone and cable television services shall be provided to each home by the installation of underground lines.

k. Outside Storage/Antennae/Window Air Conditioners.

- No outside storage of boats, recreational vehicles, non-working vehicles or miscellaneous equipment permitted.
- No exterior antennae are permitted except satellite dishes no greater than eighteen inches (18") in diameter. Satellite dishes must be located on the house in an area approved by the ACC, but not on the front facade of the house.
- No window air conditioning units of any type are permitted.

l. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on or to a Lot which is or may become a nuisance or annoyance to the neighborhood. Trash, garbage and other waste shall be kept in sanitary containers that shall be stored in the attached garage.
m. **Occupancy.** No dwelling may be occupied until it has been completed in accordance with the approved plans and specifications and until an occupancy permit has been granted by the Village of Richfield.

3. **ANIMALS, LIVESTOCK, POULTRY.** No animals such as livestock or poultry shall be raised, bred or kept outside on any Lot. No more than three (3) dogs/cats shall be kept inside or outside any dwelling unit per municipal code and not kept for any commercial purpose. Any outdoor animal kennels must be approved by the ACC as to location, size and design, and must meet Village of Richfield ordinance requirements.

4. **OWNERS ASSOCIATION.**
   a. ** Owners Association to be Created.** HARTFORD LAND DEVELOPMENT, LLC shall create a non-profit corporation to be known as the BRIDLEWOOD ESTATES OWNERS ASSOCIATION, INC., hereinafter referred to as the “Association”.
   
   b. **Purpose.**
      - To own and maintain common owned lands including all drainage easements, together with any other amenity that may be provided by HARTFORD LAND DEVELOPMENT, LLC or the Association, and that may exist from time to time;
      - To assess the prorated share of the cost of maintenance and other expenses incurred from operation of the Association, upon the individual Lot Owners, and to collect such assessments, and;
      - To act as the ACC upon termination of HARTFORD LAND DEVELOPMENT, LLC involvement in the subdivision.
   
   c. **Membership.** Each Lot Owner, whether numbering one (1) or more shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association, regardless of the number of Owners of a Lot. Person(s) owning more than one (1) Lot shall have one (1) vote for each Lot owned.
   
   d. **Directors and Officers of the Association.** An initial Board of Directors of three (3) members will be appointed by HARTFORD LAND DEVELOPMENT, LLC. The Board of Directors shall name the Association officers. HARTFORD LAND DEVELOPMENT, LLC shall establish this Board prior to the sale of twelve (12) Lots in the Subdivision. Until the sale of the final Lot, the initial term of the Members of this Board will be at the discretion of HARTFORD LAND DEVELOPMENT, LLC, its successors or assigns. At the first annual meeting after the sale of the final HARTFORD LAND DEVELOPMENT, LLC owned Lot, the Association shall hold elections for the Board of Directors.
   
   e. **Annual and Special Meetings.** An annual meeting at a date, time and location to be determined by the Board of Directors must be held each year. The purpose of the meeting will cover various issues including, but not limited to, the annual budget, subdivision improvements, future election of Directors and other business deemed necessary by the Board. The initial meeting shall be held within sixty (60) days of the HARTFORD LAND DEVELOPMENT, LLC establishing the Board. Special meetings may be called by the Board of Directors, acting on their own, shall be
called upon petition of twenty percent (20%) of the Lot Owners following provision of a notice thereof at least forty-eight (48) hours prior to convention.

**f. Operating Budget and General Annual Assessment.**

- Commencing with calendar year TBD and for each subsequent year after, the Association shall prepare an operating budget covering the period January 1st through December 31st of each year. The adopted budget is to be posted in a conspicuous area within the development (or, at the option of the Association, delivered to each Lot Owner).

- In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, determined solely by the Association, for the purpose of deferring the costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of outlot real estate taxes, maintenance, repair, replacement and additions to the common improvements and areas, and the cost of labor, equipment, materials, management and supervision thereof.

- The amount of the general annual assessment for each calendar year shall be determined during the month of December of the previous calendar year, and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at the Association's annual membership meeting, may be required for the ensuing calendar year. Such assessments shall be paid by each Lot Owner to the Association in a lump sum, on or before the first day of March of each year.

**g. Special Assessments.** A special assessment may be levied on each Lot by the Association for the purpose of any unexpected repair or replacement of improvements if consented to by a majority of the members of the Association present at a membership meeting called for that purpose.

**h. Delinquent Assessments.** If any assessment, general or special, is not paid on the date when due, then the assessment shall become delinquent, and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the assessed property which shall bind such property in the hands of the then Owner, his or her heirs, representatives, successors and assigns. Such assessment shall also be a personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law, filing of a mechanic's lien or lien in equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the entire cost of collection, including reasonable attorney's fees.

**i. Certificates.** The Association shall, upon request, furnish to any Lot Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The Association may impose a reasonable charge for each such certificate requested and issued.
j. **Duties and Authority.** The administration of these restrictions, subject to the provisions of Paragraph 5, as well as the authority to run the day-to-day operations of the Association, is vested in the Board of Directors.

k. **No Fees or Assessments in Event of Tax Forfeiture.** Neither Waukesha County nor the Village of Richfield shall be liable for any fees or special assessment in the event that Waukesha County or the Village of Richfield become the owner of one or more lot in the subdivision by reason of tax delinquency.

l. **Maintenance of Common Areas, Drainage Facilities and Signage.** The Association is responsible to landscape and maintain all common areas, drainage facilities and signage. In the event the Association does not properly landscape or maintain any common area, drainage facility or signage, the Village of Richfield may send written notice to the Association indicating that the Village has determined that the common areas, drainage areas, 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, drainage facility 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, but not the obligation, to landscape and/or maintain any such common area, drainage facility 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.

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5. **ARCHITECTURAL CONTROL COMMITTEE (ACC).** HARTFORD LAND DEVELOPMENT, LLC will initially form an Architectural Control Committee consisting of three (3) persons appointed by HARTFORD LAND DEVELOPMENT, LLC hereinafter referred to as "ACC".

a. **Procedures.** The ACC's consent, approval or disapproval as provided herein shall be in writing. In the event the ACC fails to act on any matter presented to it within sixty (60) days after application (application meaning the submittal of a written request plus copies of building plans, specifications, surveys, etc.), approval will be deemed to have been obtained insofar as required in Paragraph 3 only. No other provisions of these restrictions requiring the consent, decision or action of the ACC shall be affected by the non-action of the ACC.

b. **Responsibility and Purpose.** In order to obtain and maintain harmony in appearance, and for the protection of the Owners of the Lots, certain site improvements are subject to written approval by the ACC. These include, but are not limited to, buildings or structures of any type, fencing, unusual or unsightly landscaping and modification or other change to approved drainage patterns (NOTE: changes which will alter drainage patterns will be in violation of the site
grading plan and/or recorded drainage easements and will require the approval of the Village of Richfield Engineering Department. The ACC shall have the right to reject any such addition or alteration to any Lot, which in its conclusive judgment, is not in conformity with these or future restrictions or is not desirable for aesthetic or other detrimental reasons. In passing judgment upon such plans and specifications, the ACC may take into consideration, among other things, the suitability of the proposed modifications, the exterior color schemes to be used for any building or structure, the general design and materials to be used and the compatibility of the modification with surroundings Lots.

c. Right To Waive Non-Compliance. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship, provided the Village of Richfield building codes and/or Developer's Agreement are not violated. The ACC shall have the sole discretion to determine which of the minimum dwelling size requirements apply to a particular proposed dwelling and whether the same has been met.

d. HARTFORD LAND DEVELOPMENT, LLC Control of ACC. So long as HARTFORD LAND DEVELOPMENT, LLC, its successors or assigns, shall own any Lot in BRIDLEWOOD ESTATES, the authority and functions of the ACC shall be vested in and exercised solely by HARTFORD LAND DEVELOPMENT, LLC acting through its Board of Directors or its successors or assigns acting through the Board of Directors. When HARTFORD LAND DEVELOPMENT, LLC, its successors or assigns has transferred ownership in all the Lots, the ACC shall then automatically transfer to the members of the Board of Directors elected under the provisions of Paragraph 5.d. above.

e. Landscaping and Grading Requirements.

- **Landscaping and Erosion Control.** Final grading to the requirements of the subdivision's master grading plan and establishment of a finished lawn must be completed within ninety (90) days of completion of the residence occurring between April 1st and August 1st OR by June 1st for completion between August 2nd and March 30th. During the time between gaining occupancy (completion) and establishment of the finish lawn, the Homeowner is responsible for installing and/or maintaining erosion controls for their Lot. All other landscaping must be completed within one (1) year of completion of the residence. Landscaping by definition includes (a) a hard surfaced drive (asphalt, concrete, paver brick) and pedestrian access; (b) planting two (2) trees of at least two inches (2") caliper upon each Lot; (c) grass cover established over the balance of the Lot; thereafter, each Lot Owner is responsible for the upkeep and continuous maintenance of all landscaping under the Owners control. Note: It is the responsibility of each Lot Owner to install grass on village right-of-way areas within the same timetable as the on-Lot lawn.

- **Uniform Mailbox Required.** In order to maintain continuity within the subdivision, **mail/newspaper box and post must be purchased at Lot closing from Developer for a cost of $250.00.** The Developer or its assigned contractor shall install the mail/newspaper box and post in a location selected by the Developer and approved by the U.S. Postal Service and the Village of Richfield. Repairs or maintenance of the box and post is the responsibility of the respective Lot Owners.
• **Grading.** Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan 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.

• **No filling of stormwater facilities allowed.** As part of the grading and landscaping of each Lot in the subdivision, no part of the Lot, outlot or Stormwater detention areas that are delineated on the recorded plat or grading plan shall be filled or altered in any way without the approval of all necessary governing bodies including the Village of Richfield.

• **Improvements may require permits.** Other site improvements of any type that are placed upon or maintained within the public street right-of-way (walks, drives, etc.) or drainage easements require a permit from the Village of Richfield and/or the State of Wisconsin as may be applicable, which shall be obtained before work is commenced.

### 6. STREET MAINTENANCE AND EROSION CONTROL BOND.

a. **Deposit.** Upon approval of dwelling construction plans by the ACC, each Lot Owner will be required to place in escrow with **HARTFORD LAND DEVELOPMENT, LLC** the sum of five hundred dollars ($500.00) to guarantee sidewalks (if broken) and Lot Owner completion of finish landscape, driveway, and two (2) tree plantings within one (1) year of occupancy. It is the responsibility of the Lot Owner to ensure that his agents or contractors maintain, at all times, streets within the subdivision clear of any type of material or debris, especially during landscape operations. Also, it is the responsibility of the Lot Owner to ensure that his agents or contractors maintain, at all times, the erosion controls in place on the Lot and/or install new erosion controls to meet the intent of the erosion control plan. Failure of the Lot Owner to regulate his agents or contractors in this regard will cause **HARTFORD LAND DEVELOPMENT, LLC** to proceed to clear and clean the street and/or install appropriate erosion controls as required and to charge the Street Maintenance and Erosion Control Bond account deposited by each Lot Owner in accordance with this paragraph. Once Lot Owner meets finish landscape and driveway requirements, the Street Maintenance and Erosion Control Bond will be refunded in full unless a portion of the bond was retained to replace sidewalks, tree plantings, erosion control fencing or landscape operation clean-up by **HARTFORD LAND DEVELOPMENT, LLC**.

b. **Excess Costs.** In the event **HARTFORD LAND DEVELOPMENT, LLC** is required to perform street cleaning operations in which the costs exceed the Lot Owner's deposited amount under this Section 7, **HARTFORD LAND DEVELOPMENT, LLC** will assess the respective Lot Owner for the additional amount due and failure of the Lot Owner to pay **HARTFORD LAND DEVELOPMENT, LLC** for any such additional charge within ten (10) days of being billed, will give to **HARTFORD LAND DEVELOPMENT, LLC** the right to file and foreclose a mechanic's lien upon the Owner's Lot. **HARTFORD LAND DEVELOPMENT, LLC** charges for performing under this section will include the actual amount of costs incurred plus a management fee equal to twenty-five percent (25%) of the actual cost. Upon
issuance of an occupancy permit, all Street Maintenance escrow funds placed with
HARTFORD LAND DEVELOPMENT, LLC less any funds disbursed, shall be
returned to the Lot Owner without any interest.

c. **Use of Deposited Funds.** Each Lot Owner's deposit under this paragraph is for the
sole and exclusive use of each respective Lot Owner and deposited funds are not to
be used to offset the costs created by acts of other Lot Owners, except in the
instance where the violator of these requirements cannot be readily determined;
then all Lot Owners having funds on deposit shall be charged equally.

7. **SUBDIVISION UTILITY, DRAINAGE EASEMENTS.** HARTFORD LAND
DEVELOPMENT, LLC reserves to itself the right to record utility and drainage easements and
to implement improvements in these easements as necessary to properly provide service to all
Lots in Bridlewood Estates. These improvements may include but are not limited to: drainage
improvements to alleviate drainage problems, addition of pipes for drainage, addition of cable
utilities to extend to future phases of development.

8. **OWNERSHIP OF OUTLOTS.** Each Lot owner within the Property shall have an equal
undivided interest in the Outlots depicted on the plat, and all deeds and other conveyances of
any Lot within the Property shall be deemed to include such interest in the Outlots, whether or
not so specifically stated in any such deed or other conveyance.

9. **POSSIBLE FUTURE EASEMENTS.** Seller reserves the right for a period of three (3)
years after closing hereof to grant easements to WE Energies, Village of Richfield Utilities,
AT&T and Charter Cable for utility purposes over, upon, under or across all Lots in this
Subdivision whether owned by the Developer or third parties. Such easements shall, so far as
reasonably possible, be confined to areas within twenty (20) feet of all Lot lines and be granted
standard utility forms. Seller reserves the right for a period of three (3) years after closing to
create side Lot line or rear Lot line swales for drainage purposes. Such swales shall, so far as
reasonably possible, be confined to an area within twenty (20) feet of all Lot lines and may
involve tree removal and grading within such areas.

10. **AMENDMENT.**

a. **HARTFORD LAND DEVELOPMENT, LLC Amendment Rights.** Any of the herein
restrictions, covenants or other provisions of this Declaration may be annulled,
waived, changed, modified or amended at any time by a written declaration,
executed in such manner as to be recordable, setting forth such annulment, waiver,
change, modification or amendment, as executed solely by HARTFORD LAND
DEVELOPMENT, LLC or its successors or assigns, until such time as HARTFORD
LAND DEVELOPMENT, LLC or its successors or assigns, shall no longer own any
Lot in the subdivision or additions. These rights are subordinate to the provisions of
the Developer's Agreement with the Village.

b. **Homeowner Amendment Rights.** When HARTFORD LAND DEVELOPMENT,
LLC or its successors or assigns no longer retain interest in the property, the
Owners of at least seventy-five percent (75%) of the Lots may amend the herein restrictions and covenants as allowed in Section 9.a. above.

c. Village Amendment Rights. No amendment to the Declaration shall be effective unless it is approved by the Village of Richfield, demonstrated by the signature of authorized Village of Richfield officials on the recorded document.

d. Effective Date. The effective date of any such annulment, waiver, change or modification of amendment shall be as of the date of recording of such Declaration at the offices of the Washington County Register of Deeds.

11. GENERAL PROVISIONS.

a. Initial Term and Extensions. The restrictions and covenants herein contained shall be deemed to be running with the land and shall be binding upon all persons, parties and entities having an interest in the land affected thereby, or claiming such rights for a period of twenty-five (25) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, prior to the end of the initial (or any successive) period, an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots has been duly recorded terminating or amending this Declaration in whole or in part. This section does not terminate, and shall not be interpreted to authorize termination of, any drainage easements, pond maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Village, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by recorded document.

b. Period For Protesting Violations. Any violation of these restrictions which shall exist for a period of one (1) year or more without protest thereof being received by the Owner of the Lot containing such violation, shall not be considered a violation thereafter and any Lot Owner or other party shall be forever barred from proceeding under the provisions of this Declaration.

c. Enforcement of Declaration: No Reversion of Title.

- The Association or, until formation of the Association, the Developer shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Lot Owner’s expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners of other Lots) if the Association fails to take such action within sixty (60) days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual attorney’s fees incurred by the Association or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the Association or the ACC, nor any member, director or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the Association or the ACC to take any action requested by a Lot Owner.
• Each remedy set forth in this Declaration and/or in Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the Association or ACC.

• Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any revert or reversion of title to any Lot.

d. **Invalidation.** Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.

e. **Governing Law.** The Laws of the State of Wisconsin shall be interpreted as to any dispute arising under this document.

f. **ACC Approval.** Prior to any permit submittal to the Village of Richfield, said applicant shall first obtain approval of the ACC as outlined elsewhere in these covenants.
This Declaration shall be binding upon and inure to the benefit of HARTFORD LAND DEVELOPMENT, LLC, its successors and assigns, and all persons, parties or entities who may hereafter become Owners of any Lot, and their legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, HARTFORD LAND DEVELOPMENT, LLC has caused these presents to be signed by Michael J. Kaerek, its Member, at West Allis, Milwaukee County, Wisconsin this _____ day of ____________, 2018

HARTFORD LAND DEVELOPMENT, LLC

________________________________________
Michael J. Kaerek
Member

STATE OF WISCONSIN )
 )ss.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of ____________, 2018, Michael J. Kaerek, Member of HARTFORD LAND DEVELOPMENT, LLC, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of HARTFORD LAND DEVELOPMENT, LLC and it is acknowledged that he executed the foregoing instrument as such member of said HARTFORD LAND DEVELOPMENT, LLC by its authority.

________________________________________
Jan Francki - Notary Public
Milwaukee County, Wisconsin
My Commission Expires _______________

Return to:
HARTFORD LAND DEVELOPMENT, LLC
11600 W. Lincoln Avenue
West Allis, Wisconsin 53227

This instrument was drafted by: Michael J. Kaerek
HARTFORD LAND DEVELOPMENT, LLC
11600 W. Lincoln Avenue
West Allis, WI 53227
414-321-5300
October 4, 2017

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

Re: Bridlewood Estates Subdivision
Deed Restrictions

Dear Mr. Healy:

I received draft deed restrictions that you forwarded to my attention and your request that I review the same. I have had an opportunity to carefully consider this matter.

Based upon my review, I note the following comments, questions, concerns and recommendations in this regard.

1. These restrictions are not in a typical format. A number of standard terms are missing, including any reference to common areas or maintenance of common areas or outlots. As you know, I have had very little involvement with this subdivision. I recommend that you carefully consider whether there are aspects of this subdivision that we want to ensure are properly protected through deed restrictions, and if so, please advise and I will consider the matter further.

2. Enclosed please find a revised draft that incorporates some of the most significant missing terms. You will want to review the language that I have proposed to ensure that it is appropriate for this project, of course.

3. I recommend that you refer the legal description shown on page 1 to the Village Engineer to ensure it correctly describes the intended property.

4. We have encountered situations in recent years where Developers have failed to create the Owners' Associations and Architectural Control Committees that are required by the Declaration of Restrictions for the subdivision. When those subdivisions failed, and the Developers fled the project or went bankrupt, the lot owners were left to try to create these
institutions that were intended to be created to govern the subdivision, which at times can be a complicated problem for the lot owners to solve. You may want to require that the Developer create the Association and Architectural Control Committee that are contemplated by these documents, prior to accepting these terms.

5. Note that Section 11.c. describes remedies in the event the restrictions are not followed, without giving any specific remedies to the Village of Richfield. The Village will have the right, but not the obligation, to address maintenance issues if the changes I have noted above are made, but nothing in the document gives the Village the ability to enforce other requirements of the restrictions, such as minimum house size requirements, exterior feature requirements, and, etc. If there are any particular provisions of these restrictions that you would like the Village to have the authority to enforce, please advise and I can consider these issues further. On the other hand, many of my clients prefer not to become involved in such issues, which they believe are primarily private matters for the lot owners to determine and enforce.

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

Yours very truly,

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

John P. Macy

EJL/egm
cc: Donna Cox, Village Deputy Clerk
    Craig Kunkel, Village Engineer
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6d
MEETING DATE: January 18, 2018

SUBJECT: Bark Lake Ordinance Amendment
DATE SUBMITTED: January 10, 2018
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ADOPT THE PROPOSED ORDINANCE AMENDMENT RELATED TO TOW ROPES ON BARK LAKE?

ISSUE SUMMARY:

The Village of Richfield was asked by the Bark Lake Association to consider a change to an ordinance which was last modified and adopted in July of 2010. The original ordinance, prior to 2010, read as follows:

“No person shall operate nor shall any boat owner allow a boat to be operated to tow more than two persons on water skis, aquaplanes, or other similar devices at any one time, except that on Bark Lake not more than one person may be so towed”.

It was the belief of the residents of Bark Lake that the added restriction to the Lake was antiquated and should be considered for repeal. The ordinance which was adopted struck the last portion which refers to Bark Lake, highlighted in RED, while leaving the rest intact. It is the belief of the Bark Lake Association that only half of the petitioned ordinance amendments made it into the adopted provision. The portion of the ordinance that for whatever reason was not considered was to clarify that only one rope may be towed at one time. With the added traffic on Bark Lake due, in part, to the Bark Lake Boat Launch, the Association strongly feels as though this ordinance amendment needs to be addressed due to the increase of boaters not familiar with the traffic patterns on the lake and hazard areas, such as the sand bar.

Current Ordinance applicable to all lakes:
270-16(B): No person shall operate nor shall any boat owner allow a boat to be operated to tow more than two persons on water skis, aquaplanes or other similar devices at any one time.

New provision only for Bark Lake:
270-16(C): On Bark Lake, no person shall operate nor shall any boat owner allow a boat to be operated to tow more than one rope servicing no more than two persons for the purposes of water skis, aquaplanes or other similar devices at any one time.

Pursuant to the Village’s Code of Ordinances, the notice was posted for a period of 60 days. The purpose of posting the ordinance is to allow the residents of the Lake the opportunity to comment on the same prior to adoption. Staff has not received any commentary either ‘for’ or ‘against’ this proposal, but did receive a call from the President of the Bark Lake Association who verbally informed me that the Association is still very much in favor of the adoption of this ordinance as a public safety precaution. As a courtesy, the Lake Association President and his Board were invited to attend the meeting in order to provide additional context to the discussion if it was determined to be valuable. Additionally, the DNR is a ‘commenting’ review agency on these types of regulations. To better work with the DNR on these types of regulations, Staff proactively reached out to Warden Bob Lee and provided him with a copy of the proposed ordinance. Informally, he agreed that the potential exists for two (2) ropes pulling riders to be a safety hazard with the ‘sand bar’ on Bark Lake creating a narrow channel for passing circular traffic. He graciously agreed to forward our Ordinance along to
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: January 18, 2018

SUBJECT: Bark Lake Ordinance Amendment
DATE SUBMITTED: January 10, 2018
SUBMITTED BY: Jim Healy, Village Administrator

the appropriate contact for review. While not a mandate, receiving ‘buy-in’ from the County’s Warden and DNR is important.

FISCAL IMPACT:

| Initial Project Costs: | N/A |
| Future Ongoing Costs:   | N/A |
| Physical Impact (on people/space): | New restrictions on Bark Lake |
| Residual or Support/Overhead/Fringe Costs: | Administrative |

ATTACHMENTS:

1. Ordinance 02018-01-01, An Ordinance Amending Boating Restrictions on Bark Lake Related to Tow Ropes

STAFF RECOMMENDATION:

Motion to approve Ordinance O2018-01-01, an Ordinance amending boating restrictions on Bark Lake related to ‘tow ropes’.

APPROVED FOR SUBMITTAL BY:

[Signature]
Village Staff Member

[Signature]
Village Administrator

VILLAGE CLERK USE ONLY

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<tr>
<th>Resolution No.</th>
<th>Ordinance No.</th>
<th>Approved</th>
<th>Other</th>
<th>Continued To:</th>
<th>Referred To:</th>
<th>Denied</th>
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64
WHEREAS, the Bark Lake Association is looking to preemptively address the potential for unavoidable tragedy; and

WHEREAS, Bark Lake experiences higher traffic volume due to the Bark Lake Boat Launch; and

WHEREAS, the Bark Lake Association wishes to limit the number of allowable tow ropes serviced by boats; and

WHEREAS, in July of 2010, the Village Board adopted an ordinance that allowed for a boat to tow up to two ropes to be used for up to two persons on all Village lakes; and

WHEREAS, the Bark Lake Association requests the ordinance be amended to allow for only one tow rope to service up to two persons on Bark Lake;

NOW, THEREFORE BE IT RESOLVED, the Village of Richfield Village Board, Washington County, Wisconsin, do ordain the following addition to Chapter 270 of the Village of Richfield municipal code entitled “Parks and Recreation” and related renumbering as follows:

§270-16. Waterskiing.

(C) On Bark Lake, no person shall operate nor shall any boat owner allow a boat to be operated to tow more than one rope servicing no more than two persons for the purposes of water skis, aquaplanes or other similar devices at any one time.

(D) Persons waterskiing or using other similar devices shall also conform to all provisions of this article and shall not engage in any activity contrary to the provisions of this article.

Adopted this 18th day of January, 2018

John Jeffords, Village President

Attest: Jim Healy, Village Administrator/Clerk