AGENDA
VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
February 15, 2018
7:00 P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance with Open Meeting Law
3. Pledge of Allegiance
4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding reports and discussion/action items on the agenda, only. Public comments are not a public hearing and are typically a one-way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
5. CONSENT AGENDA
   a. Vouchers for Payment
   b. Treasurer’s Report
   c. Meeting Minutes:
      i. January 18, 2018 – Regular Meeting
      ii. January 30, 2018 – Special Meeting
   d. Operator Licenses
   e. Class “A” License – Lake Five Mobil
6. DISCUSSION/ACTION ITEMS
   a. Discussion/Action regarding Resolution R2018-02-01, A Resolution Adopting the Washington County Hazard Mitigation Plan
   b. Discussion/Action regarding an extraterritorial review in the Town of Lisbon for a Three-Lot CSM for property identified by Tax Key: LSBT_0156016
   c. Discussion/Action regarding the acceptance of bids and awarding of a contract for the 2018 Highway Improvement Program
   d. Discussion/Action regarding the extension of contract for CG Schmidt – Messer-Mayer Mill Reconstruction
   e. Discussion/Action regarding a Memorandum of Understanding (MOU) between the Wisconsin DOT and the Village of Richfield – STH 164 Project
   f. Discussion/Action regarding a MOU between Washington County and the Village of Richfield – EPA Brownfields Redevelopment Grant
   g. Discussion/Action regarding the utilization of Fire Impact Fees and the Fire Company “Money Market” towards the annual BCPL loan payment for the Richfield Volunteer Fire Company Station No. 2
7. PUBLIC COMMENTS (...Continued)
8. CLOSED SESSION
   a. 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
   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: Village Sex Offender Ordinances
9. RECONVENE IN OPEN SESSION
   a. Discussion/Action regarding matters addressed in Closed Session outlined above
10. ADJOURNMENT
    Additional explanation of items on the agenda (Communication Forms) can be found on the Village’s website at www.richfieldwi.gov. 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:

   1) Capital Improvement Program Administrative Committee
      2018.2.13

   2) Village Board Agenda - 2018.2.13
      on 2/9/18 (date), 4:00 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.

   3) Affidavit of Posting

      Personally came before me this 9th day of February, 2018
      Notary Public, State of Wisconsin
      My commission expires 10/11/2020

      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.

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

      Date 2/19/18

      Jennifer Keller
      Signature
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 15, 2018

SUBJECT: Consent Agenda

DATE SUBMITTED: February 8, 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 Meeting held on January 18, 2018 and Minutes of the Special Board Meeting held on January 30, 2018, Operator Licenses Applications, and a Class “A” (Beer License) Application for Lake Five Mobil.

FISCAL IMPACT:
Reviewed By: Village Deputy Treasurer

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

ATTACHMENTS:
1. Vouchers for Payment
2. Treasurer’s Report
3. Meeting Minutes:
   i. January 18, 2018 – Regular Meeting
   ii. January 30, 2018 – Special Meeting
4. Applications for Operators Licenses (see attached list), Copy of Applications and Background Investigation Reports
5. Application for Class “A” (Beer License) for business → Lake Five Mobil

STAFF RECOMMENDATION:
Motion to approve the Vouchers for Payment, Treasurer’s Report, Minutes of the January 18, 2018 Regular Village Board meeting and Minutes of the January 30, 2018 Special Board Meeting, Operator Licenses Applications per the attached list, and Application for a Class “A” (Beer License) for business; Lake Five Mobil.

APPROVED FOR SUBMITTAL BY: Village Staff Member

VILLAGE CLERK USE ONLY

BOARD ACTION TAKEN

Resolution No. ____________________________
Ordinance No. ____________________________
Approved
Other
Continued To:
Referred To:
Denied
File No. ____________________________
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<td>HILL &amp; GULLY SNOWRIDERS</td>
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**TOTAL BATCH #3**
$241,737.13 Checks written end of January 2018

**BATCH #4**

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**TOTAL BATCH #4**

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<td>GUILL CORPORATION</td>
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<td>13543</td>
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<td>RICHFIELD VOL FIRE DEPT CO</td>
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<td>13544</td>
<td>135499</td>
<td>TAPO</td>
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<td>13545</td>
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<td>UNIVERSAL RECYCLING TECH</td>
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<td>13546</td>
<td>2/7/18</td>
<td>WE ENERGIES</td>
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**TOTAL BATCH #4**  $90,767.80  Checks written February 2018

**TAX REFUNDS 2017**

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**TOTAL BATCH(5) TAX REFUNDS**  $4,117.38  Checks written end of January 2018
# VILLAGE OF RICHFIELD

Treasurer's Report for January 31, 2018

## BANK ACCOUNT BALANCES

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<th>Interest Rate</th>
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<th>Interest Earned</th>
<th>Ending Balance January 31, 2018</th>
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<td>$11,814,533.04</td>
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<td>$751,627.11</td>
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## CERTIFICATES OF DEPOSIT

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

## LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

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excel/mydocuments/treasurersreport.xls
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.)

Jeff Gonyo, 2668 STH 164, Town of Polk, requested a change in the minutes to reflect comments from the previous month’s meeting where it was alleged a poll worker named Lynette Rake hit Ms. Danah Zoulek with a car. They are presently in civil litigation over this personal injury claim.

Ms. Danah Zoulek, 609 Scenic Road commented that “Hazard mitigation is important” and five (5) people have died in Wisconsin in abandoned quarries.

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

Motion by Trustee Wolff 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 and to add into the minutes from December 21, 2017 under the public comments section for Ms. Danah Zoulek the following statement:

“She requested the Board not confirm poll worker Ms. Lynette Rake because of conduct Ms. Zoulek alleges because of active litigation.”
Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes January 18, 2018
7:00 pm

Seconded by Trustee Brandner; Motion carried 4-1.

6. DISCUSSION/ACTION ITEMS

a. Discussion/Action regarding the adoption of the Washington County Hazard Mitigation Plan

Motion by Trustee Brandner to table the Countywide Hazard Mitigation Plan until the Board’s regularly scheduled meeting on February 15, 2018 at 7PM; Seconded by Trustee Collins;

Motion by Trustee Collins to amend the previous motion to include “for the purpose of allowing more time to the public to review the document and to direct staff to post the information pertaining to the Washington County Hazard Mitigation Plan on the Village website and make it available to the general public at Village Hall”; Seconded by Trustee Rock Brandner; Motion on the amendment carried without objection.

Motion carried unanimously.

b. Discussion/Action regarding the Final Plat for Bridlewood Estates subdivision

Motion by Trustee Neu 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

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 property taxes, or for real property taxes, or for licenses, permits fees or any other fees owned 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.

Seconded by Trustee Wolff; Motion carried unanimously.

c. **Discussion/Action regarding the Deed Restrictions for Bridlewood Estates subdivision**

Motion by Trustee Wolff 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; Seconded by Trustee Neu; Motion carried unanimously.

d. **Discussion/Action regarding Ordinance O2018-01-01, an Ordinance related to the number of “tow ropes” allowed on Bark Lake**

Motion by Trustee Brandner to approve Ordinance O2018-01-01, an Ordinance amending boating restrictions on Bark Lake related to “tow ropes”; Seconded by Trustee Collins; Motion carried unanimously.

7. **PUBLIC COMMENTS**

8. **ADJOURNMENT**

Motion by Trustee Wolff to adjourn the meeting at 8:02 PM; Seconded by Trustee Neu; Motion carried unanimously.

Respectfully Submitted,

Jim Healy
Village Administrator
Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes January 30, 2018
3:30 pm

1. Call to Order/ Roll Call
The meeting was called to order by Village President John Jeffords at 3:30PM. A quorum of the Village Board was present. Present: Village Board of Trustees; Bill Collins, Tom Wolff, and Rock Brandner.

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

Excused Absence: Trustee Dan Neu

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) 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

Village President John Jeffords read 4a aloud.

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

No action taken.

6. ADJOURNMENT

Motion by Trustee Wolff to adjourn the meeting at 5:13PM; Seconded by Trustee Brandner; Motion carried unanimously.

Respectfully Submitted,

Jim Healy
Village Administrator
### Meeting Date: February 15, 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>
</thead>
<tbody>
<tr>
<td>1 Jeffery Ertl</td>
<td>Lake Five Mobil</td>
<td>Course</td>
<td>New</td>
</tr>
<tr>
<td>2 Craig Ertl</td>
<td>Lake Five Mobil</td>
<td>Course</td>
<td>New</td>
</tr>
<tr>
<td>3 Kimberly Gscheidmeier</td>
<td>Lake Five Mobil</td>
<td>Course</td>
<td>New</td>
</tr>
<tr>
<td>4 Judith Spilger</td>
<td>Lake Five Mobil</td>
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<td>New</td>
</tr>
<tr>
<td>5 Carrie Schaefer</td>
<td>Lake Five Mobil</td>
<td>Course</td>
<td>New</td>
</tr>
</tbody>
</table>
5e
## 2017-2018 ALCOHOL BEVERAGE RETAIL LICENSES

**Meeting Date:** February 15, 2018

<table>
<thead>
<tr>
<th>BUSINESS NAME</th>
<th>NAME OF AGENT</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
<th>TYPE OF LICENSE</th>
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</thead>
<tbody>
<tr>
<td>Lake Five Mobil</td>
<td>Craig Ertl</td>
<td>4522 County Rd Q</td>
<td>Colgate</td>
<td>WI</td>
<td>53017</td>
<td>Class &quot;A&quot; (Beer only License)</td>
</tr>
</tbody>
</table>
POLICY QUESTION: **DOES THE VILLAGE BOARD WITH TO ADOPT THE COUNTYWIDE HAZARD MITIGATION PLAN?**

**ISSUE SUMMARY:**

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 designed 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, reduced short-term and long-term recovery, and reduced 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](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.

In January, Mr. Rob Schmid from Washington County and the Village’s Emergency Management Coordinator Chris Marks discussed the proposed 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 a hyperlink has been posted on the Village’s website for the last several weeks and a hardcopy has been available for public inspection at the front desk at Village Hall. At the conclusion of the discussion, the Village Board tabled the agenda item to allow time for review.
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 15, 2018

SUBJECT: County Hazard Mitigation Plan
DATE SUBMITTED: February 8, 2018
SUBMITTED BY: Jim Healy, Village Administrator

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 Deputy Treasurer

ATTACHMENTS:

1. FEMA Hazard Mitigation Factsheet
2. Hazard Mitigation Grant Program Factsheet
3. Resolution R2018-02-01, A Resolution Adopting the Washington County Hazard Mitigation Plan

STAFF RECOMMENDATION:

Motion to approve Resolution R2018-02-01, A Resolution Adopting the Washington County Hazard Mitigation Plan and to direct the Deputy Clerk to provide an executed copy of the same to Washington County Emergency Management Coordinator Rob Schmid.

APPROVED FOR SUBMITTAL BY:

Village Staff Member
Village Administrator

VILLAGE CLERK USE ONLY

BOARD ACTION TAKEN

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

### ELIGIBLE ACTIVITIES

<table>
<thead>
<tr>
<th>Mitigation Activities</th>
<th>HMGP</th>
<th>PDM</th>
<th>FMA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Acquisition and Structure Demolition or Relocation</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Structure Elevation</td>
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<tr>
<td>Mitigation Reconstruction</td>
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<tr>
<td>Dry Floodproofing of Historic Residential Structures</td>
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<td>✓</td>
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<tr>
<td>Dry Floodproofing of Non-Residential Structures</td>
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<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Minor Localized Flood Reduction Projects</td>
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<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Structural Retrofitting of Existing Buildings</td>
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<td>✓</td>
</tr>
<tr>
<td>Non-Structural Retrofitting of Existing Buildings and Facilities</td>
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<td>✓</td>
<td>✓</td>
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<tr>
<td>Safe Room Construction</td>
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<tr>
<td>Wind Retrofits</td>
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<tr>
<td>Infrastructure Retrofit</td>
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<tr>
<td>Soil Stabilization</td>
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<tr>
<td>Wildfire Mitigation</td>
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<tr>
<td>Post-Disaster Code Enforcement</td>
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<tr>
<td>Advance Assistance</td>
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<td>5% Initiatives</td>
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<tr>
<td>Hazard Mitigation Planning</td>
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</tr>
<tr>
<td>Management Costs</td>
<td>✓</td>
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<td>✓</td>
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</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.
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-hmgp

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 R2018-02-01

A RESOLUTION ADOPTING THE WASHINGTON COUNTY HAZARD MITIGATION PLAN

WHEREAS, the Village of Richfield 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 Village of Richfield 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 Village of Richfield hereby adopts the 2017 Washington County All Hazards Mitigation Plan as an official plan.

PASSED THIS 15th DAY OF FEBRUARY, 2018 BY THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

John Jeffords, Village President

Attest:

Jim Healy, Administrator/Clerk
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 15, 2018

SUBJECT: Extraterritorial Review, Three-Lot CSM in Tn. of Lisbon (Tax Key: LSTB_0156016)

DATE SUBMITTED: February 8, 2018

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE APPROVAL OF THE PROPOSED THREE (3) LOT CSM IN THE TOWN OF LISBON?

ISSUE SUMMARY:
In early January, the Village received a petition for an extraterritorial CSM review in the Town of Lisbon. The property currently is a 6.6ac piece of land, directly east of the LaFarge property on Hillside Road, just south of CTH Q. Please refer to the attachment for details. With the creation of this CSM, three (3) lots would be formed ranging in size from 2.05 acres to 2.32 acres. The stated purpose of the creation of these lots are for single-family home sites. Approximately 0.1709 acres has been dedicated to the public for road purposes per Wisconsin State Statutes.

At the September Plan Commission and Town Board meeting this proposed CSM was approved by the Town of Lisbon. It should be noted that similar to the Village of Richfield, Lot 2 does create a non-conforming use because the proposed Lot has an accessory structure without a principal use. The Plan Commission for the Town granted the property owner one (1) year to sell the property and build a house or the property owner will need to come before the Plan Commission for an extension of time. There are several, other, specific conditions of approval that were granted but the approval passed 5-0.

Richfield has extraterritorial review power authority in this matter because it falls within 1.5 miles of our municipal border. The subject property owner currently has a home on-site, which is accessible via Crooked Bridge Court.

Village Staff has confirmed with Town Clerk, Ms. Gina Gresch, that this proposed lot conforms with all local zoning and land division regulations. The Village of Richfield’s adopted Comprehensive Plan addresses the Village’s legal right to object to extraterritorial plat reviews which include CSMs and subdivision plats, but historically the Village has not exercised this power. At the February 1st Plan Commission meeting, the following motion was made:

Motion by Commissioner Lalk to recommend approval to the Village Board of the petitioned extraterritorial Three-Lot Certified Survey Map for Mr. and Mrs. Francis Mahuta, for property identified by Tax Key: LSTB_0156016 in the Town of Lisbon; Seconded by Commissioner Melzer; Motion passed without objection.

FISCAL IMPACT:
Reviewed By: [Signature]

Initial Project Costs: N/A
Future Ongoing Costs: N/A
Physical Impact (on people/space): Creation of three (3) Lot CSM in the Town of Lisbon
Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:
1. CSM dated July 11, 2016 prepared by Paul J. Hilmer
2. Waukesha County GIS Aerial Overview of Subject Property
3. September 14, 2017 Plan Commission meeting minutes
STAFF RECOMMENDATION:

Motion to approve the petitioned extraterritorial Three-Lot Certified Survey Map for Mr. and Mrs. Francis Mahuta, for property identified by Tax Key: LSTB_0156016 in the Town of Lisbon.

APPROVED FOR SUBMITTAL BY:

[Signature]
Village Staff Member

[Signature]
Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. ____________________________
Ordinance No. ____________________________
Approved ____________________________
Other ____________________________

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

30
Certified Survey Map No.

Being a redivision of Lot 16, Crooked Bridge Estates, being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Town 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Paul J. Hilmer, Professional Wisconsin Land Surveyor, hereby certify:

That I have surveyed, divided and mapped all that part of the Northeast Quarter of the Southeast Quarter of Section 3, Town 8 North, Range 19 East, being more particularly described as follows: Commencing at the Northeast Corner of the Southeast Quarter of said Section 3, thence N 89°47'05" W along the North line of said Southeast Quarter, 33.05 feet to a 1" iron pipe and the Northeast Corner of said Lot 16, Crooked Bridge Estates, thence S 00°37'18" W along the east line of said lot 16 and west right of way line of North Road, 359.82 feet to a 2" iron pipe found; thence N 89°25'39" W, along the North right of way line of Crooked Bridge Drive and South line of said Lot 16, 76.87 feet to a 2" iron pipe found; thence along the arc of curve whose center lies to the north, having a radius of 664.75 feet, whose chord bears S 70°26'46" W, 458.77 feet to a 2" iron pipe found; thence N 43°02'38" W, 50.17 feet to a 2" iron pipe found, thence along the arc of a curve whose center lies to the Southwest, having a radius of 499.98 feet, chord bears S 64°36'25" W, 284.95 feet to a 1" iron pipe being the Southwest corner of Lot 16, Crooked Bridge Estates, thence N 12°50'19" E along the east line of said Lot 16, 355.33 feet to a point on the North line of said Southeast Quarter of Section 3, thence S 89°47'05" E, 667.23 feet along said North line to the point of beginning.

Said lands containing 287648.34 sq. ft. or 6.60 Acres of land.

That I have made such survey, land division by the direction of Frank and Deborah Mahuna, Owners of said land.

That such map is a true representation of all of the boundaries of the land surveyed and divided.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Land division ordinance of the Town of Lisbon, in surveying, dividing and mapping the same.

Dated this 11th day of July, 2016.

Signed:

Paul J. Hilmer, A.M. 2016
Hilmer & Associates, LLC

<table>
<thead>
<tr>
<th>WETLAND AREA 1</th>
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<td>L2</td>
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<td>L3</td>
<td>S 72°30'09&quot; W</td>
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<td></td>
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<tr>
<td>L4</td>
<td>S 17°50'26&quot; W</td>
<td>19.54'</td>
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<td>L5</td>
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<td>L22</td>
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<tr>
<td>L23</td>
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<tr>
<td>L24</td>
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<td>L25</td>
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<td>L26</td>
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<tr>
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<tr>
<td>L31</td>
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<td>47.25'</td>
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</table>
Certified Survey Map No.

Being a redivision of Lot 16, Crooked Bridge Estates, being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Town 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE

Frank and Deborah Mahuta, owners, do hereby certify that they have caused the land described on this map to be surveyed, divided and mapped as represented on the map. They also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1.) Town of Lisbon
2.) Waukesha County Parks and Land Use

WITNESS the hand and seal of said owner(s) this 26 day of December, 2017.

Frank Mahuta, Owner
Deborah Mahuta, Owner

State of Wisconsin)
Waukesha County)

Personally came before me this 26 day of December, 2017, and the above named Frank and Deborah Mahuta, Owners, to me known to be the same persons whom executed the mapping instrument and acknowledged the same.

(Notary Seal)
Notary Public, Waukesha County, Wisconsin.

My commission expires, 10/30/2020.

BASEMENT RESTRICTION- GROUNDWATER

This Certified Survey Map is located in an area with mapped soils known to have seasonal high groundwater. The Town of Lisbon's Zoning Ordinance currently requires that the lowest level of any residence must be at an elevation that is at least one (1) foot higher than the seasonal high groundwater level, unless a variance from that requirement is obtained from the Town of Lisbon. Therefore, additional soil testing in the vicinity of any proposed residence will be required to ensure compliance with this requirement. If the requirement regarding vertical separation distance for the highest seasonal groundwater level is modified by a future amendment to the Town of Lisbon's Zoning Ordinance, the requirement at the time of construction shall apply. All other groundwater separation requirements set forth by the Town of Lisbon must also be complied with.
Certified Survey Map No. 

Being a redivision of Lot 16, Crooked Bridge Estates, being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Town 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin.

TOWN OF LISBON PLAN COMMISSION APPROVAL
Approved by the Plan Commission of the Town of Lisbon this ______ day of ______, 2017.

Jane Stadler, Secretary
Joseph Osterman, Chairman

TOWN OF LISBON BOARD APPROVAL
Approved by Town Board of the Town of Lisbon on this ______ day of ______, 2017.

Gina Gresch, Town Clerk
Joseph Osterman, Town Chairman

EXTRA-TERRITORIAL VILLAGE OF RICHFIELD PLANNING COMMISSION APPROVAL
This certified survey map is hereby approved by the Planning Commission of the Village of Richfield on this ______ day of ______, 2017.

Jim Healy, Village Administrator
James Otto, Chairperson

EXTRA-TERRITORIAL VILLAGE OF RICHFIELD BOARD APPROVAL
This certified survey map is hereby approved by the Village Board of the Village of Richfield on this ______ day of ______, 2017.

Jim Healy, Village Administrator
John Jeffords, Village President

PRIMARY ENVIRONMENTAL CORRIDOR/WETLAND PRESERVATION RESTRICTIONS
Those areas of land identified as Wetland Preservation Area on Page 1 of 5 of this Certified Survey Map shall be subject to the following restrictions:

1. Grading, filling, removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

2. The removal or destruction of any invasive vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Town of Lisbon. Silvicultural thinning, upon the recommendation of a forester or naturalist and with the approval from the Town of Lisbon, shall also be permitted.

3. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited.

4. The introduction of plant material not indigenous to the existing environment is prohibited.

5. Ponds are prohibited unless designed to enhance the natural environment. Ponds that may be permitted are subject to the approval of the municipality in which they are located and if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

6. The construction of buildings is prohibited.
Minutes of the Plan Commission Meeting  
Town of Lisbon, Town Hall  
Thursday, September 14, 2017  
(Following Public Hearings beginning at 6:30 P.M.)  


Comments from citizens present pertaining to items on the agenda.

Discussion and necessary action on minutes of the Plan Commission Meeting for Thursday, August 10, 2017.

Motion by Commissioner Nelson to approve the minutes of the Plan Commission Meeting for Thursday, August 10, 2017. Seconded by Commissioner Oelhafen. Motion carried, 5-0.

New Business

Discussion and necessary action on the Certified Survey Map request for Deborah Mahuta, property owner, and Francis Mahuta, Jr., applicant, for the property located at N91W24144 Crooked Bridge Court, Lisbon, WI 53089, LSBT 0156.016, to divide a 6.6 acre lot into a total of three lots and recommendation to the Town Board of the same.

Planning Consultant Stigler read his comments and Waukesha County Community Assistance Planner Sandy Scherer's comments into the record which are attached to the minutes.

Mr. and Mrs. Mahuta were present and Mr. Mahuta explained they want to sell the lots off individually, but if someone wants to buy two, that would be ok as well because then they could have a horse and use the accessory building on the property. It was clarified that three acres are needed to have at least one horse and if someone did buy the two lots for that purpose, the lots would have to be recombined by CSM. Commissioner Oelhafen stated leaving the barn on the newly created parcel makes it non-conforming without a primary residence on it. The Plan Commission discussed if the barn should come down before the lot is sold or if it can stay until there is a buyer and see what they want to do with it. The Plan Commission agreed one year should be enough time to sell the lot and build a house or they would have to come back to the Plan Commission for an extension.

Motion by Commissioner Nelson to approve the Certified Survey Map request for Deborah Mahuta, property owner, and Francis Mahuta, Jr., applicant, for the property located at N91W24144 Crooked Bridge Court, Lisbon, WI 53089, LSBT 0156.016, to divide a 6.6 acre lot into a total of three lots and recommendation to the Town Board of the same, subject to the following conditions:

1. Conditional approval from Waukesha County verifying the existing septic system on Lot 1 is in working order.
2. Vehicular access to North Road from Lot 3 be prohibited.
3. The existing barn shall be removed or a residence erected on Lot 2 by September 14, 2018, or come back to the Plan Commission for an extension if the lot isn’t sold/built upon by then.
4. On Sheets 3 and 4 of the CSM dates shown should be updated to 2017.
5. Town Board of Supervisors approval.
6. Payment of impact fees for creation of two new lots should be paid to the Town prior to the Town signing the map.
7. Applicant to provide Mylar copies of the final map prior to the Town signing the map.
8. Sheet 2 states City of Pewaukee in the Surveyors Certificate and should be changed to Town of Lisbon.
9. The GIS shows more wetland than is shown on the CSM – a (new?) delineation may be necessary. There is no information on the CSM that discusses where the wetland info is coming from so we don’t know if the data is old or new or has ever been delineated. There is no information on the GIS that a (past) delineation exists.

10. West wetland is also PEC and is not identified as PEC on the CSM and shall be identified as PEC on the CSM.

11. Hydric soils – basement testing in those areas, if necessary, to prove site can be developed with basements.

12. Land is zoned R-2 and C-1 (due to wetlands/PEC).

13. Required wetland setback per the Town’s Zoning Ordinance is 75’, not 35’ as noted in packet.

14. Minimum lot width (not area as noted in packet) is 150 feet (unsewered).

15. There is no County SFPO jurisdiction and therefore Waukesha County can be removed from:  
   a. The Owner’s Certificate on Sheet 3, and; 
   b. The County’s Approval can be removed from Sheet 4.

16. Statement of ‘no direct access onto North Road’ should be added to the CSM.

17. Add standard vision corner easement statement to CSM.

18. Owner of adjoining unplatted lands to the north should be shown on CSM.

19. Standard wetland and PEC preservation restrictions added to the CSM.

Seconded by Commissioner Meyer. Motion carried, 5-0.

Discussion and necessary action on the Conditional Use request for Trent & Dawn Meyers, for the property at N53W22131 Bonnie Lane, Lisbon, WI 53089, LSBT 0285.979.003, to build an attached In-Law Unit.

Planning Consultant Stigler read his comments into the record which are attached to the minutes.

Mr. and Mrs. Meyers were present and explained there are two doors and that the house is designed so it doesn’t look like a duplex.

Motion by Commissioner Nelson to approve the Conditional Use request for Trent & Dawn Meyers, for the property at N53W22131 Bonnie Lane, Lisbon, WI 53089, LSBT 0285.979.003, to build an attached In-Law Unit, subject to the following conditions:

1. The Waukesha County Department of Parks and Land Use – Environmental Health Division shall certify that the septic system will accommodate the proposed use and in accordance with COMM 83, County, and State Sanitary Codes.

2. Maximum living area of the in law unit shall not exceed eight hundred (800) square feet and shall contain no more than two (2) bedrooms. There shall be no more than one (1) in law unit per single family lot.

3. The architecture of the residence shall be compatible with the adjacent residential neighborhood and shall appear to be a single family residence. All other appropriate zoning district requirements for the principal living unit shall be complied with. A common entrance to the residence and in law unit should be designed into the structure so that a separate front entrance off of the common entrance is available and the structure does not appear to be a duplex.

5. A Deed Restriction shall be filed in the Waukesha County Register of Deeds Office and a copy of the recorded document presented to the Building Inspector prior to issuance of the Building Permit.

6. Seasonal High Ground Water test is required.

Seconded by Commissioner Oelhafen, motion carried 5-0.
VILLAGE OF RICHFIELD

MEETING DATE: February 15, 2018

SUBJECT: 2018 Highway Improvement Program

DATE SUBMITTED: February 8, 2018

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE LOW BID, PER THE RECOMMENDATION OF THE VILLAGE ENGINEER FOR THE 2018 HIGHWAY IMPROVEMENT PROGRAM?

ISSUE SUMMARY:

On February 7, 2018 the Village had its formal bid opening for the 2018 Highway Improvement Program. The Village had two (2) entities bidding this year, Payne & Dolan and Stark Asphalt for the following work:

Base Bid Roads:

- Monches Road – from STH 164 to Plat Road
- Mayfield Road – from Pleasant Hill Road to Pioneer Road

Alternate #1: Red Oak Court
Alternate #2: Jencris Court
Alternate #3: Sleepy Hollow Road
Alternate #4: Hubertus Road (Hillside Road to Scenic Road)
Alternate #5: Guardrail on Mayfield Road and Monches Road

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>A1</th>
<th>A2</th>
<th>A3</th>
<th>A4</th>
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<tr>
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<td>$53,399.60</td>
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<td>Payne &amp; Dolan</td>
<td>$639,670</td>
<td>$52,605</td>
<td>$49,890</td>
<td>$85,745</td>
<td>$107,625</td>
<td>$32,000</td>
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</table>

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

“In addition to the base bid, which included work on both Monches Road and Mayfield Road, there were several alternate bids. Alternate 5 is a cost to replace the existing guard rail system on both Monches and Mayfield, to bring it within current industry and State standards. Payne & Dolan was also the low bidder on Alternate 5 in the amount of $32,000.00. That said, based upon our analysis and our understanding of the Contractor’s past work efforts, we heretofore recommend that the Village of Richfield award a construction contract to Payne & Dolan, Inc., from Waukesha, Wisconsin for the 2018 Highway Improvement Program for both the Base Bid of $639,670.00 and Alternate 5 of $32,000.00, for a total contract amount of $671,670.00.” - Mitchell Liesses

In 2018, the Village Board set aside $711,000 for reconstruction efforts and $16,000 for crack-filling for a total of $727,000. This is approximately $29,000 more than FY2017. Understanding that it has been the Board’s past philosophy to try to get the most economical use of its taxpayer funds relative to not only this expenditure, but all the Village’s expenditures, Staff proactively sought the advice of the Village’s Public Works Supervisor to determine the highest and best use for the
remaining ~$39,000. It was the contention of the Public Works Supervisor that additional monies could be set aside for crack filling in the fall or other necessary road construction related projects. In 2017, the Village’s DPW partnered with the County on not only crack filling, but also base patching operations on Friess Lake Drive, Whispering Woods Court, and Ball Drive. Additionally, in 2017 the Village’s two-person DPW accomplished the following:

- 128’ of culvert replaced
- 1,520 of ditch cleaning
- 38 miles of shoulder repairs
- 246.14 tn of asphalt for “spot patching”
- 9,590 lbs of mastic installed on transverse cracks
- 15.04 miles of crackfilling (at $0.75/linear foot)
- 23.66 tn of cold mix asphalt for “pothole patching”

Specific construction efforts in 2018 include pulverizing the existing pavement, regrading the pavement base and shoulders to provide symmetrical cross sections and a hot mix asphalt paving overlay including shoulder reconstruction. Kunkel Engineering Group, the Village Engineers who oversaw our last summer construction season, will continue to work diligently with the Village’s administrative Staff including Public Works Supervisor Schmitt to complete the roadwork in a timely fashion.

Following the meeting tonight, Village Staff will seek a Preconstruction Meeting with the contract award winner to discuss timelines and any information brought to the attention of Staff during the Winter Preconstruction meetings held in March. The 8th Annual Winter Preconstruction meetings are a proactive attempt by Staff to reach out to property owners who live along these areas in an effort to better understand their concerns, drainage patterns, and communicate to them our timelines for completion. It is anticipated that ‘Substantial Completion’ of the road contract will occur no later than June 30, 2018.

**FISCAL IMPACT:**

**ATTACHMENTS:**
1. Letter from Kunkel Engineering Group dated February 8, 2018
2. 2018 Highway Improvement Program Bid Tabulation

**STAFF RECOMMENDATION:**

Motion to award the 2018 Highway Improvement Program contract to Payne and Dolan for the Base Bid of Monches Road and Mayfield Road in the amount of $639,670 and Alternate #5, Guardrail on Monches Road and Mayfield Road in the amount of $32,000 per attached bidding sheets and at a cost not to exceed $671,670.
February 8, 2018

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

Re: 2018 Highway Improvement Program
Construction Contract Award — Recommendation

Dear Mr. Healy:

Please find accompanying this transmittal the Bid Tabulation for the 2018 Highway Improvement Program that was bid on February 7, 2018. As is evident, Payne & Dolan, Inc., from Waukesha, Wisconsin submitted the low bid in the amount of $639,670.00.

In addition to the base bid, which included work on both Monches Road and Mayfield Road, there were several alternate bids. Alternate 5 is a cost to replace the existing guard rail system on both Monches and Mayfield, to bring it within current industry and State standards. Payne & Dolan was also the low bidder on Alternate 5 in the amount of $32,000.00.

That said, based upon our analysis and our understanding of the Contractor’s past work efforts, we heretofore recommend that the Village of Richfield award a construction contract to Payne & Dolan, Inc., from Waukesha, Wisconsin for the 2018 Highway Improvement Program for both the Base Bid of $639,670.00 and Alternate 5 of $32,000.00, for a total contract amount of $671,670.00. Please note, with a substantial completion date scheduled for the end of June, we would anticipate work efforts to begin in May, of 2018.

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

Sincerely,

KUNKEL ENGINEERING GROUP

Mitchell Leisses
Project Manager

Enclosure

cc: John Jeffords, Village President
    Adam Schmitt, DPW Supervisor
    Dan Markeland, Payne & Dolan, Inc.
# BID TABULATION
## Village of Richfield
### 2018 Highway Improvement Program
#### 2/8/18 10:00am

**Payne & Dolan, Inc., Waukesha, WI**

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<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
<th>Total</th>
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<td>1</td>
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<td>34,000</td>
<td>SY</td>
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**Total Base Bid:** $639,670.00

**Stark Pavement Corporation, Brookfield, WI**

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<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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**Total Alt 1:** $52,965.00

**Total Base Bid:** $718,230.00

**Total Alt 1:** $51,287.40
**Village of Richfield**

2018 Highway Improvement Program

2/13/11 10:00 am

### Contract 1

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<th>Item No.</th>
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Total Alt 2: $49,890.00

### Contract 2

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Total Alt 3: $85,745.00

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Total Alt 4: $107,625.00

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**Contractor**

**Contractor**

**Total Alt 2:** $49,890.00 **Total Alt 2:** $53,399.60

**Total Alt 3:** $85,745.00 **Total Alt 3:** $94,958.20

**Total Alt 4:** $107,625.00 **Total Alt 4:** $119,349.20
### BID TABULATION
Village of Richfield
2018 Highway Improvement Program
2/8/18 10:00 am

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| Total Alt 5 | $32,000.00 | Total Alt 5 | $32,800.00 |
6 d
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 15, 2018

SUBJECT: Contract Extension – CG Schmidt, Messer-Mayer Mill Reconstruction

DATE SUBMITTED: February 8, 2018

SUBMITTED BY: Jim Healy, Village Administrator

**POLICY QUESTION:** DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE RICHFIELD HISTORICAL SOCIETY AND GRANT THE PROPOSED CONTRACT EXTENSION FOR CG SCHMIDT?

**ISSUE SUMMARY:**

On February 7, 2018, the Village received a written request from its contractor, CG Schmidt, for an extension of our contract related to the reconstruction of the south elevation wall of the historic Messer-Mayer Mill. The previously agreed upon date established for ‘substantial completion’ was January 4, 2018. CG Schmidt is requesting an extension to March 9, 2018.

After receiving the written request, the Village Staff solicited the posture of the Richfield Historical Society because the Village entered into this contract on their behalf and with their funds. Coincidently, the Historical Society had its monthly meeting that same night so they could consider the request from CG Schmidt. The following day, Staff received an email from Historical Society President Del Schmechel indicating their Board approves of the proposed contract extension, but the specifics of their motion was not communicated. It is assumed a formal communication will be delivered to Village Staff prior to next Thursday’s meeting, but it is further assumed that if any additional provisos were included in the Historical Society motion they would have been brought to Staff’s attention.

The only remaining aspect of the contract is to finish the masonry work and finish grading/restoration of the grounds in early spring. CG Schmidt is in the process of replicating the stone placement that existed on the south elevation of the Mill as closely as possible. Prior to deconstructing the wall, it was extensively photographed and all the stones were numbered to ensure their proper placement. All things considered, the project is essentially completed but for these minor cosmetic additions to the building and grounds. The Historical Society’s Maple Syrup Family Day is scheduled for late March, but given the contractor’s request to be granted an extension until March 9th, it appears unlikely there will be a conflict.

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

1. Letter from CG Schmidt dated February 7, 2018 RE: Contract Extension

**STAFF RECOMMENDATION:**

Motion to accept the recommendation of the Richfield Historical Society for the granting of a contract extension with CG Schmidt until March 9, 2018 and to authorize the Village Administrator to provide written confirmation of the same to the Historical Society, its contracted structural engineering, and the contractor along with executing any required contractual documents.

**REVIEWED BY:**

[Signature]

Village Deputy Treasurer
<table>
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</table>
February 7, 2018

Village of Richfield
Attn: Mr. Jim Healy
4128 Hubertus Rd.
Hubertus, WI 53033

Re: Schedule Extension

Dear Mr. Jim Healy:

Please accept this letter as a request for a time extension to complete our work at the Messer/Mayer Mill at 4399 Pleasant Hill Road.

In the past couple of weeks, we have experienced a number of rain, snow, and cold weather days that have impacted the progress of the Messer/Mayer Mill project. With the amount of work that has been complete, we have approximately four weeks of work remaining to be substantially complete. We will, however, remobilize once the ground has thawed (historically sometime in April) to backfill the new foundation walls to limit the amount of future ground settling.

With your approval, we would like to propose the contract substantial completion date be extended to March 9, 2018.

Thank you for your consideration.

Best Regards,

Brad Wondra
Assistant Project Manager
6 e
MEETING DATE: February 15, 2018

SUBJECT: MOU with WisDOT and Village for STH 164 Construction

DATE SUBMITTED: February 8, 2018

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WISCONSIN DOT FOR THE ROUNDBOUGHT AT STH 164 AND STH 167?

ISSUE SUMMARY:

“Complete Streets” was a law passed by the Wisconsin State Legislature in 2009. Nationally, over 25 states have passed some form of “Complete Streets” legislation which “ensures that bikeways and pedestrian ways are established in all new highway construction and reconstruction projects funded in whole or in part from State or Federal funds”. Pursuant to Trans Code 75, the Wisconsin DOT is requesting the Village enter a Memorandum of Understanding (MOU) regarding the maintenance of the concrete “bike slips” at the intersection of STH 164 and STH 167 where a single lane roundabout is slated for construction. “Bike slips” allow bicyclists the ability to safely navigate the roundabout without entering a lane of traffic. Please see the pink highlighted diagram for details on location. The roundabout is scheduled for completion in 2019, but the project will likely be starting in the summer of 2018 on the south end of STH 164 within our jurisdiction.

The MOU states that the construction of these bike and pedestrian paths be constructed at no cost to the municipality, but the Village shall oversee maintaining the concrete paths on each side of the roundabout.

FISCAL IMPACT:

Initial Project Costs: Labor related.
Future Ongoing Costs: Variable, but labor related.
Physical Impact (on people/space): Pedestrian traffic improvement.
Residual or Support/Overhead/Fringe Costs: Variable.

ATTACHMENTS:

1. Chapter Trans 75
2. MOU between WisDOT and Village of Richfield

STAFF RECOMMENDATION:

Motion to authorize the Village President to sign the MOU with the Wisconsin DOT for the maintenance of the concrete “bike slips” at the intersection of STH 164 and STH 167.
Chapter Trans 75
BIKEWAYS AND SIDEWALKS IN HIGHWAY PROJECTS

Trans 75.01 Definitions. In this chapter:
(1) "Authority" means the department or local governmental unit having primary maintenance responsibility over the highway.
(2) "Bikeway" means any of the following:
(a) Bicycle lane, as defined in s. 340.01 (5c), Stats.
(b) Pavement replacement having a design life of 15 years or more on an existing highway.
(c) Outside travel lanes 14 feet or more wide.
(d) Paths, subject to s. Trans 75.02 (3).
(3) "Department" means the department of transportation.
(4) "Estimated total project cost" means the construction cost estimated during preliminary design and shall include the cost of all bikeways and sidewalks and the cost of any additional real estate needed.
(5) "Highway" has the meaning given in s. 340.01 (22), Stats.
(6) "Reconstruction project" means any of the following:
(a) "Reconstruction" of a highway, as defined in s. 84.013 (1) (c), Stats.
(b) Pavement replacement having a design life of 15 years or more on an existing highway.
(c) Roadway means that portion of a highway between the regularly established curb lines or that portion which is improved, designed or ordinarily used for vehicular travel, including the shoulder. In a divided highway, the term "roadway" refers to each roadway separately but not to all those roadways collectively.
(7) "Sidewalk" has the meaning given in s. 340.01 (58), Stats.

Trans 75.02 When bikeways and sidewalks are required. (1) Except as provided in this chapter, the authority shall include bikeways and sidewalks in all new highway construction and reconstruction projects funded in whole or in part from state funds or federal funds appropriated under s. 20.395 or 20.866, Stats.
(2) In this chapter, sidewalks and bikeways shall be considered separately. If sidewalks and bikeways cannot both be accommodated, consideration shall be given to sidewalks before adding bikeways.
(3) Paths may be used to supplement on-road bicycle accommodations. In exceptional situations a path may substitute for on-road bicycle accommodations if the use is consistent with the department's Bicycle Facility Design Handbook and the department's Facilities Development Manual and the substitution is approved in writing by the secretary's designee who has knowledge of the purpose and design of bikeways and pedestrian accommodations. A path may be considered along a controlled access highway, as defined in s. 990.01 (5s), Stats., having a speed limit of 45 miles per hour or higher.
(4) The department shall refuse to provide any state funds or federal funds appropriated under s. 20.395 or 20.866, Stats., for any highway construction or reconstruction project that does not include bikeways and sidewalks required under s. 84.01 (35), Stats., and not excepted by this chapter. If an authority determines to omit any bikeway or sidewalk under this chapter, the department may request from the authority a written justification for the omission and shall deny state funds or federal funds appropriated under s. 20.395 or 20.866, Stats., for the project if the department determines the omission is not justified under this chapter.

Trans 75.03 Bicycles or pedestrians prohibited. (1) Section Trans 75.03 does not require bikeways or sidewalks to be included on any highway on which bicycles or pedestrians are prohibited by any of the following:
(a) Order, ordinance or resolution under s. 349.105, Stats., regarding use of a freeway or expressway.
(b) Ordinance under s. 349.18, Stats., regarding the operation of bicycles on the highway.
(c) Ordinance under s. 349.23 (3), Stats., regarding use of a roadway.
(d) Order, ordinance or resolution under s. 349.185 (2), Stats., regarding pedestrians upon highways.
(2) If bicycles or pedestrians, but not both, are prohibited from using the highway, the project shall include either a bikeway or sidewalk, as appropriate, to serve the bicycles or pedestrians that are allowed to use the highway. A path may be considered along a controlled access highway, as defined in s. 990.01 (5s), Stats., having a speed limit of 45 miles per hour or higher where bicyclists and pedestrians are not allowed to use the roadway.

Trans 75.04 Excessively disproportionate cost. (1) When facilities are not required. Notwithstanding s.
Trans 75.04

Bikeways and sidewalks are not required on any highway on which the cost of establishing bikeways or sidewalks would be excessively disproportionate to the need or probable use of the bikeways or sidewalks. Cost is excessively disproportionate to the need or probable use of the bikeways or sidewalks if it exceeds 20 percent of the estimated total project cost.

(2) Costs considered. The cost of establishing a bikeway or sidewalk shall consider only the marginal cost of establishing any new or expanded bikeway or sidewalk and may not include any cost to reestablish any existing bikeway or sidewalk. Costs shall include only construction costs and the cost to acquire any real estate needed for a bikeway or sidewalk. Only 20 percent of the cost to acquire real estate needed for a bikeway or sidewalk shall be considered a cost of the bikeway or sidewalk if all of the following apply:

(a) Existing right of way is sufficiently wide to establish the bikeway and sidewalk were the highway construction or reconstruction project to occur without any additional travel lane.

(b) Additional real estate is needed to accommodate all needed travel lanes, bikeways, and sidewalks.

Note: For example, a highway reconstruction project may require a gravel shoulder of sufficient width. Paving the shoulders could establish a bikeway. The cost to establish the bikeway shall consider only the cost of paving the shoulder, not the cost of the gravel shoulder. If the shoulder is widened for the bikeway beyond the ordinarily required for the roadway, the extra shoulder costs shall be considered costs to establish the bikeway, in addition to the cost of repaving the entire shoulder.

(3) Apportioning Money. If the sum of costs for both sidewalks and bikeways exceeds 20 percent of the estimated total project cost, but the costs for either sidewalks or bikeways is less than 20 percent of the estimated total project cost, the authority may give more consideration to the inclusion of sidewalks as required in s. Trans 75.02 (2). The highway project shall include whichever of bikeways or sidewalks, or portions thereof, the authority, in consultation with the department, determines will provide the best value and costs 20 percent or less than the estimated total project costs.

The highway project shall expend up to 20 percent of estimated total project costs on establishing sidewalks or bikeways or both.

Note: Assume a highway reconstruction project requiring no additional and having an estimated total project costs of $1,500,000 where roadway construction costs $1,250,000, the cost to build or rebuild sidewalks on both sides is $320,000, the cost to build or rebuild bikeways on both sides is $180,000, and where:

1. Sidewalks already exist on both sides of the highway and no bikeways exist. In this example, the cost of establishing the sidewalks shall be considered to be zero, since the sidewalks are already established. The cost of both sidewalks and bikeways shall be considered to be $100,000, which represents 3 percent of estimated total project costs. Bikeways and sidewalks should be built on both sides of the highway.

2. Sidewalks exist on only one side of that highway and no bikeways exist. In this example, the cost of establishing the sidewalks shall be considered to be $125,000.

3. Neither sidewalks nor bikeways exist. In this example, the cost to establish both sidewalks and bikeways is $300,000, which represents 15 percent of estimated total project costs. Bikeways and sidewalks should be built on both sides of the highway.

(4) Documentation and Approval Required. Notwithstanding s. Trans 75.02 (4), if an authority determines that bikeways and sidewalks are not required under this subsection, the authority shall submit to the department a written justification for the exception as part of any agreement concerning funding for the highway construction and reconstruction project from any appropriation of state or federal funds under s. 20.395 or 20.866, Stats. If the department receives a justification under this subsection, the department may approve the expenditure of money from any state or federal appropriation under s. 20.395 or 20.866, Stats., for the highway project only if the secretary of transportation, or the secretary’s designee who has knowledge of the purpose and value of bicycle and pedestrian accommodations, finds that the exception under this subsection applies.

Trans 75.05

Constrained environments. (1) Notwithstanding s. Trans 75.02 and subject to subs. (3) and (4), bikeways and sidewalks are not required in a constrained environment if establishing them would have excessive negative impacts. A "constrained environment" is any area in which structures, improvements, natural resources, or historical or archaeological sites adjacent to the highway do not allow construction of all of the following on each side of the roadway unless the obstruction is eliminated:

(a) A terrace at least 3 feet wide, including the width of the curb, and having no sidewalk.

(b) A sidewalk that is either of the following:

1. Five feet wide, if adjacent to a terrace at least 3 feet wide.

2. Six feet wide, if adjacent to a curb or a terrace less than 3 feet wide.

(c) A bikeway.

(2) Impacts are considered excessively negative if any of the following applies:

(a) Establishing a sidewalk and bikeway together or just a sidewalk requires the reduction of the terrace width to less than 3 feet for more than 50 percent of total project length.

(b) Eliminating obstructing structures or improvements adjacent to the highway would dramatically reduce the aesthetic value or functionality of the remaining area. The authority shall give significant weight to the impacts on abutting property owners in any constrained environment.

(c) The environmental documentation process shows that establishing all of the facilities described in sub. (1) (a), (b), or (c) would result in loss or degradation of natural resources, historical or archaeological sites.

(3) In a constrained environment with excessive negative impacts, the authority shall include those facilities to the greatest extent the authority determines is practicable but may omit a sidewalk or bikeway, or both, from either or both sides of the roadway, or may vary the minimum widths specified in sub. (1). If an authority omits a bikeway or sidewalk under this subsection, the authority shall do all of the following:

(a) Establish bikeways or sidewalks using the amount of space remaining in the highway after that omission.

(b) Consider establishing those omitted facilities nearby the constrained environment.

(4) In a constrained environment, an authority shall establish bikeways if the authority can do so by reducing the terrace width to less than 3 feet for not more than 25 percent of the overall length of the project.

(5) If real estate is or will be acquired within the constrained environment for a travel lane, the authority shall consider whether the area remains a constrained environment or whether additional real estate could be acquired for purposes of a bikeway or sidewalk without generating excessive negative impacts. Real estate costs attributable to establishing any new bikeways or sidewalks may be considered under s. Trans 75.04 for purposes of determining costs.

History: CR 10-082; cr. Register December 2010 No. 660, eff. 1-1-11.

Trans 75.05

Absence of need. (1) In this section:

(a) "Average daily traffic" or "ADT" means the total traffic volume during a stated period divided by the number of days in that stated period.

(b) "Outlying district" means the territory contiguous to and including any highway within the corporate limits of a city or village where on each side of the highway within any 1,000 feet along such highway the buildings in use for business, industrial or residential purposes fronting thereon average more than 200 feet apart.
(c) "Rural area" means any area that is not an urban area or a semi urban district.

(d) "Semi urban district" means the territory contiguous to and including any highway where on either side of the highway within any 1,000 feet along such highway the buildings in use for business, industrial or residential purposes fronting thereon average not more than 200 feet apart or where the buildings in use for such purposes fronting on both sides of the highway considered collectively average not more than 200 feet apart.

Note: This will include most areas within small cities and villages that do not have a population large enough to be classified as an urban area.

(e) "Urban area" means any area which is an urbanized area or urban place, as determined by the department under 23 USC 101 (a) and regulations adopted under 23 USC 101 (a) and approved by the appropriate federal authority.

(2) An authority may not omit sidewalks under this section in any semi urban district and in any urban area that is not an outlying district. In semi urban districts and urban areas, an authority may not omit a bikeway under this section if the highway has at least 1,500 ADT in the design year.

Note: Maps of urban area boundaries shall be available for inspection at offices of the department and copies of the maps shall be provided at cost to anyone requesting them.

(3) Bikeways are not required in an outlying district or rural area if the highway that is the subject of the construction or reconstruction project has, or upon completion will have, less than 750 ADT and any of the following applies:

(a) The average bicycle traffic volume on the highway is or is expected to be less than 25 per day during the 10 most traveled days for bicycling of the year.

(b) The highway is not identified in part of a government bike transportation plan, in the Wisconsin Bicycle Transportation Plan or in any other bicycle plan endorsed by or supported by the department.

Note: The Wisconsin Bicycle Transportation Plan is available online at:

(c) The highway does not provide a connection of one mile or less between any existing or planned bike route, as defined in s. 240.01 (5m), Stats.

(d) The highway is not a short connection of one mile or less needed to connect an existing bikeway to the nearest local road.

(4) An authority may omit bikeways or sidewalks in any outlying district or rural area unless the authority determines, based on an official land use plan, that there will be significant development within the outlying district within the next 10 years. Use of a sidewalk in an outlying district or rural area is presumed to be too sparse to justify including sidewalks. An authority may omit sidewalks from any highway that has less than 750 ADT in the design year, but shall consider establishing a bikeway that will do any of the following:

(a) Complete a gap of one mile or less in an otherwise continuous bike route.

(b) Make a connection of not more than 3 miles from communities or urban areas to a town or county roadway network, excluding any dead end roadway.

(5) If an authority considers omitting a bikeway or sidewalk under this section, the authority shall consider changing patterns of use during the design life of the highway project. If the authority expects bikeway or sidewalk use to increase over the design life of the highway project, the authority shall give greater weight to use projected for the second half of the design life than for the first half of the design life. In this subsection, the "design life" is 20 years for a roadway, 75 years for a bridge.

History: CR 10-082: cr. Register December 2010 No. 660, eff. 1-1-11.

Trans 75.07 Maintenance agreements; sidewalks.

(1) Notwithstanding s. Trans 75.02, an authority may omit sidewalks from a highway construction or reconstruction project if the local governmental unit refuses to agree in writing to maintain them. A refusal is valid under this section only if shown by ordinance, resolution or order of the city, village, town or county in which the highway lies. This section applies only in areas in which all of the following applies:

(a) There are no sidewalks in the highway system under the authority's jurisdiction.

(b) The city, village, town or county has no ordinance that requires the installation of sidewalks or that requires the removal of snow and ice from sidewalks.

(c) The city, village, town or county lacks sufficient equipment for the efficient removal of snow and ice from sidewalks.

(2) Subsection (1) does not apply to any highway that is part of the national highway system.

(3) Except as provided in this section, an authority must agree, in writing with the department, to maintain sidewalks as a condition of eligibility for state or federal funds appropriated under s. 20.395 or 20.866, Stats., for that highway construction or reconstruction project.

History: CR 10-082: cr. Register December 2010 No. 660, eff. 1-1-11.
Memorandum of Understanding

Between

The WISCONSIN DEPARTMENT OF TRANSPORTATION

And

Village of Richfield

November 30, 2017

Project ID 2709-03-70 (STH 164, CTH Q to CTH E)

This Memorandum of Understanding (MOU), made and entered between the Wisconsin Department of Transportation, hereinafter called the STATE, and the Village of Richfield, hereinafter called the MUNICIPALITY, clarifies the responsibilities for maintenance of sidewalks and shared use paths at the round-about on project ID 2709-03-70.

I. General:
   A. In accordance with Complete Streets, accommodations for bike and pedestrians shall be included in all reconstruction projects at no cost to the Municipality.

II. Municipality responsibilities:
   A. The MUNICIPALITY shall maintain all portions of multi-use path at the round-about. Maintenance responsibilities include but are not limited to: signing, repair and replacement, sweeping, removal of weeds along the path, and snow plowing.

Village of Richfield

By: __________________________

Title: __________________________

Date: __________________________

Wisconsin Department of Transportation

By: __________________________

Title: __________________________

Date: __________________________
POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH WASHINGTON COUNTY TO PARTICIPATE IN THE EPA BROWNFIELD ASSESSMENT COALITION?

ISSUE SUMMARY:

On September 19, 2014 the EPA awarded the Brownfield Assessment Grant to Washington County. The Grant was a Cooperative Agreement between Washington County and several municipal partners throughout the County. Washington County’s Planning and Parks Department acted as the Lead Coalition Member and grant administrator. The original grant period was October 1, 2014 through September 30, 2017. Washington County was responsible to the EPA for management of the cooperative agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the coalition are in compliance with the terms and conditions. The Village, as a member of the Site Redevelopment Committee (SRC) assists in the allocation of federal grant monies to the partner communities. To date, the Village has been the recipient of the following grant dollars:

Northeast Corridor Study - $34,972.66
Sobelman’s Pub and Grill Phase I Environmental (Amici’s) - $7,129.30
Laubenheimer’s Garage - $27,500

Total - $69,601.96

The Village was recently notified that Washington County has applied for and won a second round of EPA grant funding. The grant period now runs from October 1, 2017 to September 30, 2020. Village Staff is requesting the continued ability to participate in this grant program to assist with brownfield redevelopment projects throughout the County. There are no additional costs to the Village outside of the cost of our time which is catalogued as “in-kind” contributions.

FISCAL IMPACT:

Initial Project Costs: N/A
Future Ongoing Costs: Variable, but labor related.
Physical Impact (on people/space): Potential redevelopment opportunities for identified “brownfields”.
Residual or Support/Overhead/Fringe Costs: Variable, but labor related.

ATTACHMENTS:
1. Brownfields Assessment Coalition – MOU between Washington County and Village of Richfield

STAFF RECOMMENDATION:

Motion to authorize the Village Administrator to sign the MOU with the Washington County Planning and Parks Department to join and participate in the Brownfields Assessment Coalition.
MEMORANDUM OF AGREEMENT BETWEEN THE FOLLOWING PARTIES:

WASHINGTON COUNTY
and
VILLAGE OF RICHFIELD

This Memorandum of Agreement documents the roles and responsibilities of the various parties involved in the Assessment Coalition with regard to FY2017 US EPA Cooperative Agreement No: BF-00E02304-1.

1. On October 11, 2017 the EPA awarded the Cooperative Agreement to the Lead Coalition Member Washington County, Wisconsin. A copy of the Cooperative Agreement is included in Attachment A. The grant period is October 1, 2017 through September 30, 2020. Washington County is responsible to the EPA for management of the cooperative agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the coalition are in compliance with the terms and conditions.

2. It is the responsibility of Washington County to provide timely information to the other Coalition Partners regarding the management of the cooperative agreement and any changes that may be made to the cooperative agreement over the period of performance.

3. The Coalition Partners include the City of West Bend, City of Hartford, Village of Jackson, Village of Slinger and Village of Richfield. Washington County and the Coalition Partners have already implemented or completed several key steps that will ensure the successful completion of the project including the creation of the Site Redevelopment Steering Committee (SRC), which is a formal committee responsible for site selection and oversight of the Brownfield Assessment Grant. The contact information is as follows:

Washington County
Debora Sielski, Deputy Planning & Parks Administrator
Project Manager for Assessment Grant
333 East Washington Street, Suite 2300
P.O. Box 2003
West Bend, WI 53095-2003
262-335-4445

and

Village of Richfield
Jim Healy, Village of Richfield Administrator
4128 Hubertus Road
Hubertus, Wisconsin 53033
262-628-2260
4. Activities funded through the cooperative agreement are outlined in the EPA approved Implementation Work Plan included in Attachment B and may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation, and other eligible activities. Washington County has retained Stantec Consulting Services, Inc. as the prime consultant under 40 CFR 31.36 to undertake various activities funded through the cooperative agreement. Vandewalle & Associates and Economic Development Washington County (EDWC) are serving as subconsultants to Stantec Consulting Services, Inc.

Attachment C, Roles and Responsibilities for Activities to be Performed as Part of U.S. EPA Brownfields Grant Implementation details specific tasks that must be completed by Coalition Partners (City of West Bend, City of Hartford, Village of Slinger, Village of Richfield and Village of Jackson), Washington County, Stantec Consulting Services, Inc., Vandewalle & Associates, and the EDWC. Washington County may work with other local government partners as part of the Brownfield Grant.

5. As part of advancing Washington County’s Site Redevelopment Program and coordination of the SRC and Coalition, the County advanced a qualifications-based procurement process in 2013 meeting the requirements of 40 CFR 31.36, in order to obtain the services of a consultant to assist with public meetings, evaluation, and initial scoring and prioritization of sites. The procurement process resulted in six proposals. Two firms were interviewed, and based on the interviews and previously submitted qualifications, a contract was executed the Stantec Consulting Services, Inc. which included the potential application for future brownfield assessment grants. In 2016, the County legal department reviewed the completed procurement process for consistency with EPA’s updated procurement rules as detailed in CFR 200.317-326, and determined that the process used for the initial procurement was fully compliant with the updated requirements. The County reviewed the procurement process and scope for the initial request for qualifications with the EPA Project Officer, who confirmed that the process appeared to be compliant with the updated procurement requirements applicable to the FY17 grant. The contract with Stantec Consulting Services was amended through the execution of a new task order obligating the consultant to comply with the requirements of the FY2017 work plan and Cooperative Agreement.

6. The Lead Coalition Member, Washington County in consultation with the SRC, Coalition Partners, Stantec Consulting Services, Inc., EDWC and Vandewalle & Associates, has developed a site selection process during the FY2014 Brownfield Assessment Grant. A minimum of five sites will be assessed over the life of the cooperative agreement. Selected sites will be submitted to the EPA for prior approval to ensure eligibility. The Implementation Work Plan, Attachment B identifies the number of Phase I ESAs, Phase II ESAs, asbestos/hazardous building material surveys, remedial action plans and site/area-wide reuse/redevelopment sites to be completed for this grant.

As part of developing the grant, meetings were held with Coalition partners to discuss priority redevelopment areas for possible future assessment. Each of the Coalition partners selected the site or area that was their highest priority in need of assessment. Assessment needs for these sites are expected to utilize approximately one-third ($200,000) of the grant funds, with $40,000 allocated for each of the Coalition partners. Additional sites will be selected based on the
previously completed inventory and prioritization, as well as updates to be completed as part of the FY17 grant.

7. Upon designation of the specific sites for assessment or remedial/reuse planning, it will be the responsibility of Washington County to work with the coalition member in whose geographic area the site is located to finalize the scope of work for Stantec Consulting Services, Inc. It will be the responsibility of this Coalition partner to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If this member does not have the capacity to perform these activities Washington County may assist in securing necessary site access agreements and permits. As described in Attachment C, Washington County will assist Coalition partners to complete site access agreements.

8. The Lead Coalition Member, Washington County, is responsible for ensuring that other activities as negotiated in the Implementation Work Plan (Attachment B), such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by Washington County and the Coalition partner in whose geographic area the site to be assessed is located.

Agreed:

Mr. Rick Gundrum, County Board Chairperson  
Washington County  
Lead Coalition Member

Ms. Ashley Reichert, County Clerk  
Washington County

Jim Healy, Village Administrator  
Village of Richfield  
Coalition Partner
Attachments:

**Attachment A** – U.S. EPA Cooperative Agreement BF-00E02304-1


**Attachment C** - Roles and Responsibilities for Activities to be Performed as Part of FY2017 U.S. EPA Brownfields Grant Implementation
U.S. ENVIRONMENTAL PROTECTION AGENCY

Assistance Amendment

GRANT NUMBER (FAIN): 00E02304
MODIFICATION NUMBER: 1
PROGRAM CODE: BF
DATE OF AWARD: 10/11/2017

TYPE OF ACTION: No Cost Amendment
MAILING DATE: 10/11/2017
PAYMENT METHOD: ASAP
ACH#: 50920

RECIPIENT TYPE: County
Send Payment Request to: LAS VEGAS FINANCE CENTER

RECIPIENT: Washington County
PAYEE: Washington County
333 E. Washington St., Ste 2300 PO Box 2003
West Bend, WI 53095-2003
EIN: 39-6005754

PROJECT TITLE AND EXPLANATION OF CHANGES
Community Wide Assessment for Haz and Pet - Washington Co. WI
This cooperative agreement will provide funding for Washington County to characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfield sites in Washington County, Wisconsin. The Washington County site redevelopment program is a county-led coalition of governments including the City of Hartford, City of West Bend, and the Villages of Slinger, Jackson, and Richfield. The County will utilize the county-wide brownfields inventory in conjunction with assessment and planning activities to encourage revitalization and reuse of brownfield sites.

The purpose of this amendment is to revise programmatic terms and conditions to reflect Fiscal Year 2017 revisions and to update General Terms and Conditions.

NOTICE OF AWARD

Based on your Application dated 08/30/2017 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $600,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)

ORGANIZATION/ADDRESS
U.S. EPA Region 5
Mail Code MCG10J
77 West Jackson Blvd., S-6J
Chicago, IL 60604-3507

AUWARD APPROVAL OFFICE

ORGANIZATION/ADDRESS
U.S. EPA Region 5
Superfund Division
77 West Jackson Blvd., S-6J
Chicago, IL 60604-3507

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Sharon Green - Chief, Assistance Section
DATE 10/11/2017
### FUNDS

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### Assistance Program (CFDA)

- **Statutory Authority**: CERCLA: Sec. 101(39)
- **Regulatory Authority**: 2 CFR 200, 2 CFR 1500 and 40 CFR 33

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**Administrative Conditions**

The following administrative term and condition is updated:

1. **GENERAL TERMS AND CONDITIONS**

   The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-2-2017-or-later

   These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

   The EPA repository for the general terms and conditions by year can be found at http://www.epa.gov/grants/grant-terms-and-conditions

   All other administrative terms and conditions remain the same.

**Programmatic Conditions**

The following programmatic terms and conditions replace all previous programmatic terms and conditions.

**R5 FY17 Assessment Terms and Conditions**

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Assessment Cooperative Agreements awarded under CERCLA § 104(k).

**I. GENERAL FEDERAL REQUIREMENTS**

NOTE: For the purposes of these Terms and Conditions the term “assessment” includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved workplan.

A. Federal Policy and Guidance

1. a. **Cooperative Agreement Recipients:** By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2017 competition for Brownfields assessment cooperative agreements.

   By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has not approved/conditionally approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2017 competition for Brownfields assessment cooperative agreements. The CAR may not expend (“draw down”) funds to carry out this agreement until EPA’s award official approves the workplan.

   b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the CERCLA § 104(k). The CAR shall
also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.

c. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti-Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment cooperative agreements generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfields Site Determinations

1. a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR’s site-specific workplan by EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA § 107 and/or has defenses to liability (i.e., an eligibility determination).

b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.

2. a. For any petroleum contaminated brownfield site that is not included in the CAR’s EPA
approved (site-specific) workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this
cooperative agreement which documents that:

(1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
(2) the State determines there is "no viable responsible party" for the site;
(3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
(4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate petroleum program official. Refer to EPA's FY17 Proposal Guidelines for Brownfields Assessment Grants, EPA-OLEM-OBLR-16-08 for discussion on this element.

b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer. A copy of the State's determination must be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.2.a. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations described in Section II.A.2.a. above.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.

2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective
action plan approved by the EPA Project Officer. Alternatively, EPA may terminate this agreement under 2 CFR 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR 200.339 if EPA determines that insufficient progress was not the fault of the CAR. For purposes of assessment cooperative agreements, the CAR demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition cooperative agreements "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA’s satisfaction that the CAR will successfully perform the cooperative agreement.

3. Assessment funding for an eligible brownfield site may not exceed $200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed $350,000 at the site.

B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
   
a. Substantial involvement by EPA generally includes administrative activities by the Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.
   
b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in Section I.B. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition does not allow the subrecipient to use EPA funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA. (See Section III.C.3. for more information on subawards.)
   
c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
   
d. EPA may waive any of the provisions in Term and Condition III.B.1. with the exception of property-specific funding determinations. EPA will provide waivers in writing.

2. Effect of EPA’s substantial involvement includes:
   
a. EPA’s review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 Eligible Response Site determinations or rights, authorities, and actions under CERCLA or any federal statute.
b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.

c. The CAR and its subrecipients remain responsible for incurring costs that are allowable under 2 CFR Part 200 Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.

2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors comply with the terms and conditions of this agreement.

3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.

4. The CAR is responsible for ensuring that EPA’s Brownfields assessment funding received under this cooperative agreement, or in combination with any other previously awarded Brownfields Assessment cooperative agreements does not exceed the $200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding $200,000. In no case may EPA funding exceed $350,000 on a site receiving a waiver.

5. CARs expending funding from a community-wide assessment cooperative agreement must include this amount in any total funding expended on the site.

6. Competency of Organizations Generating Environmental Measurement Data:

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

D. Quarterly Progress Reports
1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 monitoring and reporting program performance), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the Brownfield assessment cooperative agreement, versus any other funding source used to help accomplish project activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
   a. Summary and status of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
   b. An update on project schedules and milestones; including an explanation of any discrepancies from the approved workplan.
   c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
   d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.

3. If the CAR makes any subawards under this agreement, then it becomes a pass-through entity under the “Establishing and Managing Subaward” General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under 2 CFR 200.331(d), including the following information on subawards as part of the CAR’s quarterly performance reporting:
   a. Summaries of results of reviews of financial and programmatic reports.
   b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
c. Environmental results the subrecipient achieved.
d. Summaries of audit findings and related pass-through entity management decisions.
e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.

5. In accordance with 2 CFR 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, institution controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

F. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:

a. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days’ notice.

b. To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

c. Project Outreach Materials

   i) If any document, fact sheet, and/or web material are developed as part of this
cooperative agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."

ii) If a sign is developed, as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: [http://www.epa.gov/ogd/tc.htm](http://www.epa.gov/ogd/tc.htm).

G. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 monitoring and reporting program performance), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

H. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a subaward to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

   (i) The affected party,

   (ii) Any member of his immediate family,

   (iii) His or her partner, or

   (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient. Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.
IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

   a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);

   b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k);

   c. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV.B.; and

   d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable under Section 113.2.; and carrying out community involvement pertaining to the assessment activities.

2. Local Governments only- Applicable only if included in approved work plan: No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for brownfield program development and implementation (including monitoring of health and institutional controls) as described in the Task of the EPA approved workplan. The CAR must maintain records on funds that will be used to carry out the Task of its EPA approved workplan to ensure compliance with this requirement.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

   a. Cleanup activities;

   b. Site development activities that are not brownfields assessment activities (e.g., construction of a new facility);

   c. Job training unrelated to performing a specific assessment at a site covered by the cooperative agreement;

   d. To pay for a penalty or fine;
e. To pay a federal cost share requirement (for example, a cost-share required by another federal grant) unless there is specific statutory authority;

f. To pay for a response cost at a brownfields site for which the CAR of the cooperative agreement or subaward recipient is potentially liable under CERCLA § 107;

g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and

h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 200 Subpart E.

2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable.

a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the Uniform Administrative Requirements, Cost Principles and Audit requirements for Federal Awards at 2 CFR 200 and 2 CFR 1500. Direct costs for cooperative agreement administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the CAR is required to carry out the activity under the cooperative agreement. Costs incurred to report quarterly performance to EPA under the cooperative agreement are eligible.

b. Ineligible cooperative agreement administration costs include direct costs for:

   (1) Preparation of applications for brownfields grants;

   (2) Record retention required under 2 CFR 1500.6;

   (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;

   (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;

   (5) Maintaining and operating financial management systems required under 2 CFR 200.302;

   (6) Preparing payment requests and handling payments under 2 CFR 200.305;

   (7) Non-federal audits required under 2 CFR 200 Subpart F; and


3. Cooperative agreement funds may not be used for any of the following properties:
a. Facilities listed, or proposed for listing, on the Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR 1500.7, during the performance period of the cooperative agreement the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.

2. The CAR must deposit advances of cooperative agreement funds and program income (i.e. fees) in an interest bearing account.

   a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.

   b. Interest earned on program income is considered additional program income.

   c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

V. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements
1. When environmental data are collected as part of the brownfields assessment, the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

C. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule (40 CFR 312). A suggested outline for an AAI final report is provided in "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "All Appropriate Inquiries Final Rule: Reporting Requirements Checklist for Assessment Grant Recipients" (Publication Number: EPA 560-R-10-030) that EPA’s Project Officer will provide to the recipient. The checklist also is available to CARs on EPA’s website at www.epa.gov/brownfields.

   a. An opinion as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

   b. An identification of "significant"data gaps (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

   c. Qualifications and signature of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

      "[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we]
meet the definition of Environmental Professional as defined in §312.10 of this part.”

- “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I” or “We.”

d. In compliance with §312.31(b), the environmental professional must include in the final report an opinion regarding additional appropriate investigation, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR 200.338 through 2 CFR 200.342. If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 2 CFR 200.342.

D. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved workplan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

VII. PAYMENT AND CLOSEOUT

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 2 CFR 200.305.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 90 days after the end date of the period of performance or the termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement or 2 CFR Part 200.
a. The CAR must submit the following documentation:

(1) The Final Technical Cooperative Agreement Report as described in Section III.G. of these Terms and Conditions.

(2) A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bldg C, Rm 503
Las Vegas, NV 89119
Fax: (702) 798-2423
https://www.epa.gov/financial/grants

(3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.

b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.

c. The CAR must immediately refund to EPA any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other cooperative agreements.

VI. OTHER PROGRAMMATIC TERMS AND CONDITIONS

A. Cybersecurity - All Other Recipients Besides States & Tribes

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient’s network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient’s connections as defined above do not go through the Environmental Information Exchange Network or EPA’s Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA’s regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient
to comply with the requirements in (b)(1) if the subrecipient’s network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA’s Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

B. Leveraging

The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal dated 08/30/17. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated 08/30/17 EPA may take action as authorized by 2 CFR Part 180 as applicable.

C. Voluntary Cost-Share or Overmatch

This award and the resulting federal funding of $600,000 is based on estimated costs requested in the recipient’s application dated 8/30/17. Included in these costs is a voluntary cost-share contribution of $94,162 by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its proposal dated 08/30/17. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient’s application, EPA’s participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal dated 08/30/17 EPA may take action as authorized by 2 CFR Part 180 as applicable.

D. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.
IMPLEMENTATION WORK PLAN
United States Environmental Protection Agency Grant
for Community-Wide Assessment of Hazardous Substance and Petroleum Brownfields

Washington County, Wisconsin Assessment Coalition
October 1, 2017

Grant Recipient: Washington County, Wisconsin
333. E. Washington St., Suite 2300
P.O. Box 2003
West Bend, WI 53095-2003

Project Contact: Debora M Sielski
Deputy Planning and Parks Administrator
Washington Co. Planning and Parks Dept.
Telephone: 363-335-4445 Fax: 262-335-6868
E-mail: deb.sielski@co.washington.wi.us

Project Period: October 1, 2017 – September 30, 2020 (3 Years)

CFDA: 66.818; The Small Business Liability Relief and Brownfields Revitalization Act

CERCLA Authority: 104(k)(2)

DCN: STX

Budget FY: 2017

Appropriation: E4

Budget Org: 05F

Object Class: 4114

Prog. Results Code: 301D79 (Haz) and 301D79XBP (Petro)

RFP: EPA-OLEM-OBLR-16-08: Request for Proposals for Brownfields Assessment Grants

This project supports the following goals or objectives in EPA’s 2014-2018 Strategic Plan:

**Goal 3:** Cleaning up communities and advancing sustainable development.

**Objective 3.1:** Promote Sustainable and Livable Communities.

Specifically, the Washington County Site Redevelopment Program in partnership with five local government coalition members will work together to carry out assessment activities on sites countywide that will serve as catalysts for area revitalization and reuse of Brownfield Sites.
1.0 PROJECT

Washington County, Wisconsin was awarded grants for community-wide assessment of petroleum and hazardous substance brownfields. Washington County Site Redevelopment Program is a County led coalition of local governments including the City of Hartford, City of West Bend, and the Villages of Slinger, Jackson and Richfield. The funds will be used to inventory, prioritize and assess brownfield properties, and perform brownfield area-wide planning within the County. The County intends to achieve these goals by utilizing the county-wide inventory of potential redevelopment sites that was completed in 2015 using the FY2014 Brownfield Assessment Grant. The inventory will be used in conjunction with assessment and planning activities to encourage revitalization and reuse of brownfield sites.

2.0 INTRODUCTION AND PROPOSED OUTPUTS AND OUTCOMES

The Small Business Liability Relief and Brownfields Revitalization Act was signed into law on January 11, 2002. The Act amends the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, by adding Section 104(k). Section 104(k) authorizes the U.S. Environmental Protection Agency (EPA) to provide funding to eligible entities to inventory, characterize, assess, conduct cleanup and reuse planning, remediate, or capitalize revolving loan funds to remediate eligible brownfields sites. Entities are selected from proposals prepared in accordance with the “FY17 Guidelines for Brownfield Assessment Grants,” and submitted in a national competition. Washington County, Wisconsin (the County), as a general purpose unit of local government, was selected for Assessment funding in the FY 2017 Competition. The County applied as the lead applicant for an Assessment Coalition that also included the City of Hartford, Village of Jackson, Village of Richfield, Village of Slinger, and City of West Bend.

The project to be funded by this grant will advance the goals for the County’s Site Redevelopment Program and continue successes achieved to date through implementation of a previous EPA Brownfields Assessment Grant awarded in 2014. The target area for funding initially will be six high priority brownfield sites or areas that were identified by the five city/village coalition members as part of the County-wide inventory and prioritization completed in 2015. The inventory was developed using a five-step process that included an initial comprehensive list of “potential” brownfield sites that was ranked by the Site Redevelopment Steering Committee (SRC) and further culled to a list of 15 priority “sites” (which included individual brownfield parcels as well as clusters of parcels). The top 15 ranked sites were presented to the SRC for consideration and initial allocation of grant funding, subject to confirmation of eligibility. As sites were identified by the Coalition members, the inventory was updated. This approach will be used for any additional sites identified in the target areas as part of the FY17 grant. The sites are generally located within the oldest portions of each urban area (several with development dating to the mid-1800s). The target areas in four of the communities are coincident or adjacent to some of the oldest residential neighborhoods, and now contain the greatest concentrations of residents who are economically distressed, or minorities or members of other sensitive population groups.

Building on the success of the FY14 Assessment Grant, all five of the original Redevelopment Coalition members have committed to continuing their support for the County Site Redevelopment Program and will enter into updated memorandum of agreements. As part of developing the grant, meetings were held with Coalition members to discuss priority redevelopment areas for possible future assessment. Each of the Coalition members selected the site or area that was their highest priority in need of assessment. Assessment needs for these sites are expected to utilize approximately one-third of the grant funds. Additional sites will be selected based on the
previously completed inventory and prioritization, as well as updates to be completed as part of the FY17 grant. Priority sites within the Coalition communities include:

- The City of Hartford's Downtown Revitalization Area initial redevelopment sites include 31 parcels of which five sites were identified in the City’s adopted 2016 Downtown Strategic Development Plan. All of the priority sites are within a block of the Rubicon River and are near or immediately adjacent to residential neighborhoods that contain some of the highest percentages of low income or minority residents of any census tract in the County.

- The Village of Jackson adopted their Opportunity Analysis & Redevelopment Plan in March 2017. The Plan prioritizes key locations for redevelopment along the historic community main street corridor of Highway 60. Within the key redevelopment areas are a former gas station site, and the historic downtown/railroad corridor which contains 9 parcels that contribute to blighted conditions that detract from some of the community’s strongest assets.

- The Central Downtown area of the Village of Slinger contains 16 parcels in about a 30-acre area for which development dates back to the 1860s including some of the oldest buildings in the Village.

- The Northeast Corridor as outlined in the Village of Richfield Redevelopment Opportunities Analysis completed in 2016 contains 12 parcels in the original commercial center of the Village bordering State Hwy 175 and the former railroad right-of-way for the Chicago, Milwaukee, St. Paul and Pacific railroad.

- The City of West Bend has two priority sites including the Barton Village Area with at least three parcels within one block of the Milwaukee River and the Eisenbahn State Trail located near a residential neighborhood and a park. The other priority site for the City of West Bend is the South Eisenbahn Trail Area containing five parcels. This site is an industrial corridor developed adjacent to a former rail line. Five of the 11 highest ranked sites prioritized during the County’s FY14 grant are in this area.

Funding will also be made available to support brownfield projects in other areas of the County that score high on the prioritization criteria so that EPA funding can benefit smaller communities that are not formal members of the Redevelopment Coalition.

Funding will be used to continue assessment activities at additional brownfield sites that were identified and prioritized as part of the FY14 grant. The goals of the project to be funded by this cooperative agreement are to: (a) continue to integrate new sites into the inventory completed in 2015 and removing sites that have been redeveloped as well as to transition the inventory, site selection, and prioritization process to a form such that it can be sustained and provide continued value beyond the end of FY17 project, (b) perform Phase I and Phase II environmental site assessments (ESAs) on priority brownfields sites, (c) complete additional site investigation, remedial action plan development, or other grant eligible reuse planning activities, for select sites for which Phase II ESAs are completed, (d) perform “area-wide” redevelopment planning for at least three areas containing multiple brownfield sites where there is a need to integrate revitalization of brownfield sites with major infrastructure projects that will serve as a catalyst for redevelopment, (e) perform community outreach and education related to brownfields, and (f)
better connect potential business and other end-users with brownfield sites that can be a focus for redevelopment and reuse by continuing to update the Economic Development Washington County (EDWC) Site Redevelopment Project Tool. The County looks forward to working with the Coalition members, the Wisconsin Department of Natural Resources (WDNR), the EPA, the Washington County Health Department, EDWC, the Wisconsin Economic Development Corporation (WEDC), and other project partners, community-based organizations and stakeholders towards a shared goal of improving economic and environmental conditions, and building a better and more sustainable future for the residents of Washington County.

Progress towards achieving outcomes and outputs will be reported to EPA via the quarterly progress reports and the Assessment, Cleanup and Redevelopment Exchange System (ACRES).

3.0 MANAGEMENT AND COORDINATION

The County and five Coalition members have already successfully implemented the FY14 Assessment Grant and this project will build on those successes. The Site Redevelopment Program has had exceptional results to date; by mid-2017 it is anticipated that four projects in the County, worth a combined $41 million in construction investments, will be underway for which assessment and redevelopment planning was supported through the initial FY14 EPA grant. The County’s partnership with the Redevelopment Coalition members, WDNR, EDWC, and WEDC will ensure not only the successful completion of the Project within three years, but the achievement of the desired revitalization outcomes. These steps include continued implementation oversight by the Site Redevelopment Steering Committee (SRC), which is a formal committee authorized by the full County Board of Supervisors, and subject to all public meeting, public records, and other requirements. The SRC is a legal entity with specific responsibilities in terms of site selection and oversight of this or other grants and includes elected officials and municipal administrative and planning staff which ensures that the Program from its inception has the support of elected officials who will be responsible for approving funding for additional public expenditures needed to move most priority sites beyond assessment to successful redevelopment and reuse.

Debora M. Sielski, Deputy Planning and Parks Administrator, Washington County Planning and Parks Department, will serve as the Project Manager and primary point of contact for the Project. Ms. Sielski is the Project Manager for the County’s FY14 EPA Grant. She will be responsible for implementing grant funded activities in accordance with the approved Work Plan. Ms. Sielski will also approve all contracts and reports; coordinate SRC and T/CAS meetings; secure assistance from other County staff as needed, and oversee work by the environmental and other consultants, as well as manage project finances.

Project Manager Profile:

Ms. Sielski has more than 25 years of professional experience in public administration, urban and regional planning and landscape architecture, of which the last 20 years have been with Washington County. She holds a Master’s Degree in Urban Planning as well as a Bachelor’s Degree in Landscape Architecture. She is currently responsible for all planning work at the County including leading numerous long-range planning efforts such as the Multi-jurisdictional Comprehensive Plan for Washington County, the Bike and Pedestrian Plan, the Farmland Preservation Plan, and the Park and Open Space Plan. She has extensive experience in grant writing and administration, public administration, urban planning, statistical analysis, technical writing, public speaking, project management, intergovernmental collaboration, public participation, stakeholder engagement, and park acquisition, design and development.
4.0 PROJECT DESCRIPTION

The schedule for the projects as outlined below assumes that the Cooperative Agreement (CA) with EPA will be formally executed by October 1, 2017.

4.1 TASK 0 – Programmatic Activities

Management of the CA will be the responsibility of the County’s Project Manager. This task includes preparing grant quarterly progress reports, quarterly ACRES reporting and general communications about the CA to EPA. This task also provides for two County staff or SRC members to attend two EPA-sponsored National Brownfields conferences (or alternative relevant conferences if the EPA conferences are not held as anticipated).

As part of advancing the County’s Site Redevelopment Program and coordination of the SRC and Coalition, the County advanced a qualifications-based procurement process meeting the requirements of CFR 31.36, in order to obtain the services of a consultant to assist with public meetings, evaluation, and initial scoring and prioritization of sites. The procurement process resulted in six proposals. Three firms were interviewed, and based on the interviews and previously submitted qualifications, a contract was executed which included the potential application for future brownfield assessment grants. This completed step enabled the County, SRC, and Coalition members to immediately begin assessment activities upon execution of the CA. In 2016, the County legal department reviewed the completed procurement process for consistency with EPA’s updated procurement rules as detailed in CFR 200.317-326, and determined that the process used for the initial procurement was fully compliant with the updated requirements. The County reviewed the procurement process and scope for the initial request for qualifications with the EPA Project Officer, who confirmed that the process appeared to be compliant with the updated procurement requirements applicable to the FY17 grant. The contract with the current environmental consultant will be amended through execution of a new task order that will obligate the consultant to comply with the requirements of the new work plan and CA. As part of grant implementation, the County will submit documentation associated with this procurement process. The County, with assistance from Stantec Consulting Services, Inc., will update ACRES quarterly. All environmental reports completed during a quarter will be submitted on digital media (CD or flash drive) by the quarterly reporting date. For each report completed, the County will submit up to 5 digital pictures of the site. If the environmental report is a Phase II then the pictures will include sampling work, if feasible.

Table 1: Activities/Deliverables for Task 0

<table>
<thead>
<tr>
<th>Activities/Responsible Party</th>
<th>Deliverables</th>
<th>Status or Target Completion Date</th>
</tr>
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<tbody>
<tr>
<td>The County Attorney’s Office determined 2013 procurement process was fully compliant with updated regulations CFR 200.317-326.</td>
<td>Documentation associated with procurement process</td>
<td>Completed in 2016</td>
</tr>
<tr>
<td>Amend Contract with Environmental Consultant (Washington County)</td>
<td>Execute Contract (Task Order for Grant Implementation)</td>
<td>September 2017</td>
</tr>
<tr>
<td>Oversee site/project activities of environmental consultant1 (Project Manager)</td>
<td>Routine correspondence with consultants, review of monthly invoices and processing payments</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Prepare and review required quarterly reports, quarterly ACRES reporting and</td>
<td>Quarterly reports, quarterly updates to ACRES database,</td>
<td>Ongoing2</td>
</tr>
</tbody>
</table>
other correspondence with EPA Project Officer (Project Manager) | annual audit reports, final reports, other correspondence

1. Project Oversight includes managing the consultant activities, reviewing Phase I and II ESAs, Site Investigation Reports and Remedial Action Plans.

2. Quarterly reports for quarters ending December 31, March 31, June 30, and September 30 of each year will be prepared within 30 days of the end of each quarter. The quarterly reports will describe cumulative progress on each defined task in this work plan. The annual financial report and the annual DBE report will be prepared in October of each year. Stantec Consulting Services, Inc. will be assisting the Project Manager with the quarterly and annual reporting requirements and quarterly updates to the ACRES database.

4.2 TASK 1 – Brownfields Inventory and Site Prioritization

The County will work with Stantec Consulting Services, Inc. (Stantec) and Vandewalle & Associates (Vandewalle) to build from the successful inventory and prioritization process completed in 2015, by integrating new sites into the inventory and removing sites that have been redeveloped. The grant will fund ongoing site inventory and prioritization updates using the process developed in 2015. The County will integrate the Sanborn Fire Maps (purchased as part of the FY14 grant) into the County Web Application Gallery. In an effort to create a sustainable redevelopment inventory and prioritization process, the County will work with Stantec and Vandewalle to develop a GIS Web-based tool for local governments to update inventory and prioritize potential redevelopment sites within their community. This will streamline the current review process for the Site Redevelopment Steering Committee when determining funding priorities. As part of the FY14 grant, EDWC created an online Redevelopment Intelligence Tool connecting potential investors to brownfield sites that are primed for redevelopment. This grant will allow for enhanced systemization to EDWC’s Brownfield Site Readiness Certification process, including the continued updates to the online Redevelopment Tool including additional database geographic information system (GIS) layers by the EDWC and a qualified consultant. In addition, the redevelopment inventory will be integrated into the County’s GIS to make information gathered as part of the FY14 and FY17 grants accessible to both the public and local governments throughout the County, within a framework that can leverage all relevant property, zoning, and historic information accessible through the GIS.

<table>
<thead>
<tr>
<th>Activities/Responsible Party</th>
<th>Deliverables:</th>
<th>Status or Target Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Update Brownfields Inventory and Prioritization (Consultant, County Staff)</td>
<td>Updated Brownfields GIS Database</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Develop a sustainable GIS web-based application for local governments to track priority redevelopment sites (Consultant, County Staff)</td>
<td>Creation of online application</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Complete Integration of Redevelopment Inventory and Sanborn Fire Maps into County GIS (County Staff)</td>
<td>Creation of County GIS Redevelopment Inventory layer</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Update and Enhance EDWC online Brownfield Redevelopment Tool (Consultant, EDWC, County Staff)</td>
<td>Enhancement of EDWC Redevelopment Tool</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>
4.3 TASK 2 - Conduct Phase I Environmental Site Assessments (ESAs)

Under the direction of the County, the environmental consulting firm will complete Phase I ESAs at 24 sites. Prior to performing Phase I ESAs, eligibility determination request forms will be prepared and submitted to EPA (for hazardous substance brownfields) or WDNR (for petroleum brownfields) for approval. Upon confirmation of eligibility, the County will execute access agreements for each parcel to be inspected as part of the Phase I ESAs, or potentially subject to Phase II ESAs as part of Task 3. Phase I ESAs will be completed in accordance with the All Appropriate Inquiries Final Rule and the standards set forth in the ASTM E1527-13 Phase I Environmental Site Assessment Process.

The process for securing access will vary depending on whether sites are currently owned by local governments versus private parties, whether sites are currently tax delinquent, and whether sites are subject to specific development proposals or sales agreements at the time of assessment. In all instances, it is anticipated that the local governments within which the site(s) are located, in cooperation with the County and Stantec, will have primary responsibility for securing access. This is in recognition that those local officials will have the best understanding of access challenges, and will choose to nominate sites for which securing access is a process versus a hope or impossibility. All Coalition members have experience negotiating access for these types of sites. The County and Stantec will provide guidance and expertise when local governments are discussing access agreements with landowners. For sites that are tax delinquent, the County has the ability, under Wisconsin law, to obtain an environmental inspection warrant that can be used to secure access for testing in circumstances where the current property owner is unwilling to provide access. However, the preferred option for all sites (including those that are tax delinquent) will be to secure the willing and legal consent of the property owner through the execution of an access agreement.

<table>
<thead>
<tr>
<th>Activities/Responsible Party</th>
<th>Deliverables:</th>
<th>Status or Target Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepare Site and Property Owner Eligibility Determination Request Forms (Consultant, County Staff)</td>
<td>Site and Property Owner Eligibility Determination Request Forms</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Obtain WDNR/EPA Eligibility Letters (Consultant, Project Manager)</td>
<td>WDNR/EPA Eligibility Letters</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Conduct Phase I ESAs (Consultant)</td>
<td>Phase I ESA reports</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Execute Property Access Agreements (Individual Coalition Members in which Sites are Located, County, Consultant)</td>
<td>Copies of Property Access Agreements</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

4.4 TASK 3 - Conduct Phase II ESAs, Site Investigations, and Remedial/Reuse Planning Activities

On sites that meet the site-specific eligibility requirements, and are approved for use of EPA funds, by the EPA (hazardous substance brownfields) and/or WDNR (petroleum brownfields), the County may use the assessment funds to conduct Phase II ESAs, site investigations, remedial planning and other brownfield reuse planning activities. Phase II site investigation activities are likely to include soil and groundwater sampling and may include magnetometer surveys, trenching to confirm anomalies, asbestos surveys and sampling for other hazardous building materials. Additional field services provided by EPA may include geophysical characterization, such as ground penetrating radar or electro-magnetic surveys. Greener and
Sustainable Remediation principles will be incorporated into project tasks using the ASTM Greener Cleanup Standard Guide. The budget includes costs for completion of annual updates to the existing approved QAPP. Eligibility determinations (EDs) and/or access agreements may also be completed for Task 3 for any properties for which these were not performed as part of Phase I ESAs conducted as part of Task 2. It is anticipated that the scope of work and deliverables for this task to be completed by the environmental consulting firm will include:

- Annual update (3) of existing QAPP (QAPP was submitted to EPA in July 2015 as part of FY 2014 grant and conditionally approved in November 2015);
- Completion of EDs and/or access agreements for select sites (if not already completed as part of Task 2);
- Preparation of approximately eight (8) site-specific sampling and analysis plans (SAPs) and health and safety plans (HASPs);
- Completion of approximately fifteen (15) Phase II ESAs;
- Completion of eight (8) asbestos and hazardous materials pre-demolition or renovation surveys;
- Preparation of six (6) remedial action options reports (ROARs) and/or remedial action plans (RAPs) or site specific reuse plans to tee sites up for redevelopment in accordance with site environmental issues.

Table 4: Activities/Deliverables for Task 3

<table>
<thead>
<tr>
<th>Activities/Responsible Party</th>
<th>Deliverables:</th>
<th>Status or Target Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Update the Existing QAPP (Consultant)</td>
<td>QAPP</td>
<td>Fall/Early Winter 2017</td>
</tr>
<tr>
<td>Prepare SAPs for each site (Consultant)</td>
<td>8 - SAPs</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Prepare OSHA-compliant HASPs for each site (Consultant)</td>
<td>8 - HASPs</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Conduct Phase II ESAs (Consultant)</td>
<td>15 - Phase II ESA Reports</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Complete Asbestos and Hazardous Building Material Surveys and Sampling (Consultant)</td>
<td>8 - Asbestos Survey Reports; Pre-Demolition/Renovation Survey Reports</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Prepare Remedial Action Option Reports (RAORs), Remedial Action Plans (RAPs) or reuse plans (Consultant, County Staff, Coalition Member Staff)</td>
<td>6 – RAORs, RAPs or Reuse Plans</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Complete eligibility determinations and/or access agreements for select sites (Consultant, County Staff)</td>
<td>Eligibility Determination Request Forms / Copies of Access Agreements</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

4.5 TASK 4 – Community Brownfields Area-wide Redevelopment Planning

There are at least six large sites or clusters of contiguous smaller sites within the target areas for which it is anticipated that area-wide planning will be a key to advancing sites beyond assessment to redevelopment. The community areas and specific sites on which reuse planning will be performed will be determined by the County and SRC in response to development proposals and/or requests from the coalition members. It is anticipated that the scope of work and deliverables for this task to be completed by the consulting firm will include 2 smaller area-wide plans and 1 larger area-wide plans. Areas will be determined by the Coalition and relate to high priority sites as identified in the site prioritization process and community needs.
<table>
<thead>
<tr>
<th>Activities/Responsible Party</th>
<th>Deliverables:</th>
<th>Status or Target Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Area-wide Redevelopment Plans (Consultant, County Staff, Coalition Member Staff)</td>
<td>Area-wide Redevelopment Plans</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

### 4.6 TASK 5 - Community Outreach and Involvement

Since 2010, the County has proactively involved Washington County communities in development and advancement of a brownfields-focused Site Revitalization Program (Program). To lead this effort, in early 2013, the County established a Site Revitalization Committee to guide and advance brownfield redevelopment, community outreach and involvement, reuse planning and site assessment. The ten representatives on the SRC (www.co.washington.wi.us/SRP) include two County Board Supervisors (Raymond Heidtke, Town of Jackson Chairperson and County Board Supervisor; Mike Miller, County Board Supervisor, representing Co. Public Works Committee), the current administrators from three of the Coalition members (John Walther, Village of Jackson; Jessi Balcom, Village of Slinger; and Jim Healy, Village of Richfield), and two City Planners (Justin Drew, City of Hartford; and Mark Piotrowicz, City of West Bend), the Coordinator for County’s Workforce Development Center (Lisa Maylen), the Executive Director of the County’s lead economic development organization (Christian Tscheschlok, Economic Development Washington County), and a commercial real estate professional (Curt Pitzen, NAI MLG). Subsequent to the award of the County’s FY14 EPA Assessment Grant, the Site Revitalization Committee was renamed the Site Redevelopment Committee (SRC) to more clearly express the focus of the project and County leadership on redevelopment and economic development. All references to the SRC in this Work Plan refer to the Site Redevelopment Committee.

The Coalition plans to convene the SRC on at least a quarterly basis, with the public meetings widely promoted encouraging participation by our partnering organizations and public. Targeted outreach has occurred and will remain important for each target area. To maximize the extent to which community residents and other stakeholders can provide meaningful input to the project, the SRC comprehensive community outreach program will continue, with elements that include SRC public meetings (occurring quarterly), County-wide and community specific public meetings and forums, print and web-based communication tools including the development and distribution of marketing and informational materials, and joint outreach and education efforts with community partner organizations.

The Coalition will seek to build on relationships with community based organizations (CBOs) developed in implementing the FY14 EPA grant. To increase participation by CBOs in the project, a Technical/Community Advisory Subcommittee (T/CAS) will be convened with representatives from the CBOs, the Washington County Health Department (WCHD), and other stakeholder groups. The T/CAS will provide input to the SRC on site selection, reuse planning, and other considerations.

A key ingredient to the Coalition’s historically successful transformation of brownfield sites into higher and more productive uses is its unique ability to get deals done. Sustainably sourcing and partnering both private and public funds for generating job-creating results requires all involved parties have confidence that (1) the Coalition can maneuver complex deals to fruition and (2) their investment is getting real return. The Coalition will thus enhance its capabilities in demonstrating ROI and securing investment resources by building an ROI generator designed
to evaluate various proposed development deals and weigh them against return for public and private participants. Additionally, the Coalition will deploy the latest in marketing technologies to develop project wins into compelling, easy-to-share success stories and case studies. These will be packaged for both recruitment and educational purposes, extending the program’s reach and attracting more qualified projects and redevelopers.

Key lessons learned from past revitalization projects that guide the outreach approach for this Project include: 1) interactions should be framed around the effects brownfields have on communities, rather than the brownfields themselves; 2) it is important to employ a number of communications strategies tailored to the audience, including meetings, social media, traditional media, direct mail, and other methods; and 3) a successful outreach program must be multi-tiered to engage all stakeholders in meaningful ways. The following is a summary of the planned multi-tiered engagement approach.

Following the grant award announcement, the County will draft a press release for circulation in the local newspapers. The County will also place advertisements on local radio stations, as well as local access television. SRC members and Coalition Partners will assist in outreach to their constituents.

The County will report on Project progress at open forums, such as municipal board/council meetings. The County will also distribute information through the existing Site Redevelopment Program website (www.co.washington.wi.us\SRP) which will serve as the foundation for ongoing web-based communication. The County and SRC members will also distribute information through their websites, newsletters, LinkedIn, Twitter, and blog posts as well as direct notice to community organizations and local newspapers.

Although it is anticipated that most Project communications will be in English, it is important that non-English speaking households are aware of environmental activities that directly impact them, and as a result the County will work with Casa Guadalupe Education Center to develop and distribute information in Spanish as well as offer translation and interpretation services as needed, as impacted families are identified.

### Table 6: Activities/Deliverables for Task 5

<table>
<thead>
<tr>
<th>Activities/Responsible Party</th>
<th>Deliverables:</th>
<th>Status or Target Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROI Generator and Impact Analysis</td>
<td>Analysis for Projects with Major Public Support</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Media / Social Media Partnerships (Consultant/County)</td>
<td>Newspaper /Media Articles</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Meeting outreach, facilitation and management of SRC, public/community and property owner meetings (Consultant/County)</td>
<td>Meeting Summary Notes and Agenda</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Preparation of project fact sheets, press releases, agendas, minutes, newsletter submissions, etc. (Consultant/County)</td>
<td>Fact Sheets, Press Releases, etc.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Preparation of website updates and other on-line communications (Consultant/County)</td>
<td>Website updates</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Development of targeted marketing materials including success stories and case studies (Consultant/EDWC/County)</td>
<td>Case studies and success story docs</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>
5.0 BUDGET FOR EPA FUNDING AND LEVERAGING OTHER RESOURCES

Table 7 below presents a budget summary for the two assessment grants.

### Table 7: Budget

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>Task 0: Programmatic Activities</th>
<th>Task 1: Brownfields Inventory and Site Prioritization</th>
<th>Task 2: Phase I ESAs</th>
<th>Task 3: Phase II ESAs, Site Investigations, and Remedial Action/Reuse Planning</th>
<th>Task 4: Community Brownfields Area-wide Redevelopment Planning</th>
<th>Task 5: Community Outreach and Involvement</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget for Community Wide Assessment Grant for Hazardous Substance Brownfields</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Travel</td>
<td>$2,550</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$400</td>
</tr>
<tr>
<td>Equipment Supplies</td>
<td></td>
<td>$500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$450</td>
</tr>
<tr>
<td>Contractual</td>
<td>$8,100</td>
<td>$14,500</td>
<td>$48,000</td>
<td>$170,500</td>
<td>$25,000</td>
<td>$30,000</td>
<td>$296,100</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUBTOTALS</strong></td>
<td>$10,650</td>
<td>$15,000</td>
<td>$48,000</td>
<td>$170,500</td>
<td>$25,000</td>
<td>$30,850</td>
<td>$300,000</td>
</tr>
</tbody>
</table>

| **Budget for Community Wide Assessment Grant for Petroleum Brownfields** | | | | | | | |
| Personnel Travel | $2,550 | | | | | | $400 |
| Equipment Supplies | | $500 | | | | | $450 |
| Contractual | $8,100 | $14,500 | $48,000 | $170,500 | $25,000 | $30,000 | $296,100 |
| Other | | | | | | | |
| **SUBTOTALS** | $10,650 | $15,000 | $48,000 | $170,500 | $25,000 | $30,850 | $300,000 |

| **Budget Summary (Both Grants Combined)** | | | | | | | |
| Personnel Travel | $5,100 | | | | | | $800 |
| Equipment Supplies | | $1,000 | | | | | $900 |
| Contractual | $16,200 | $29,000 | $96,000 | $341,000 | $50,000 | $60,000 | $592,200 |
| Other | | | | | | | |
| **TOTALS** | $21,300 | $30,000 | $96,000 | $341,000 | $50,000 | $61,700 | $600,000 |

*ESA = environmental site assessment, RAP = remedial action plan, SI = site investigation*

Please note that for all budget items described below, it is assumed that the referenced budget will be divided evenly between the hazardous substance and petroleum grant funding.

**Task 0: Programmatic Activities ($21,300)**

The budget for Task 0 includes travel costs (for airfare, hotel, meals and conference fees) for two County staff or SRC members to attend two EPA-sponsored National Brownfields conferences (or alternative relevant conferences if the EPA conferences are not held as anticipated). Travel costs are estimated at $1,275 per person per conference based on discussions with previous EPA Brownfield Grant managers/conference attendees and average costs they reported (Per person costs include $350-flight, $200-registration, $200-food/expenses and $525-hotel). The
contractual budget includes $16,200 (120 hrs @ $135/hr – ave blended rate) for the consultant, for assistance to be provided with quarterly reporting, ACRES reporting and other eligible programmatic activities.

**Task 1: Brownfield Inventory and Site Prioritization ($30,000)**

In this grant, the Coalition will refresh the FY14 Brownfield Redevelopment Inventory led by consultants and the County. In addition, the County and consultants will develop a sustainable GIS web-based tool to track priority sites for the SRP ($24,000). As part of this process, the County will integrate the Sanborn Fire Maps and the Brownfield Redevelopment Inventory into the County GIS as part of the County’s in-kind contribution. As the sustainable GIS web-based tool is created, there will be numerous meetings with local governments related to training. Supplies for this outreach include $500 for printing and $500 for display boards and graphic displays for meetings.

Work will also be conducted to upgrade and systematize EDWC Brownfield Redevelopment “Select Sites” web-based tool and will include the addition of 6 new sites at an average cost of $500 each (totaling $3,000). Additional GIS layers will be constructed to target specific interests of redevelopers and growth-oriented businesses into EDWC’s online Brownfield Redevelopment Intelligence Tool at an approximate cost of $2,000.

**Task 2: Phase I ESAs, Site Eligibility Determinations, and Access Agreements ($96,000)**

Under the direction of the County, the environmental consulting firm will complete Phase I ESAs at 24 brownfield parcels at an average cost of $4,000 per parcel. Costs for completing ED’s and access agreements are included under this task.

**Task 3: Phase II ESAs, Environmental Site Investigations, Remedial/Reuse Planning ($341,000)**

The budget for Task 3 is based on the following assumed project deliverable and representative costs:

- Annually update quality assurance project plan (QAPP) at an estimated cost of $2,000;
- 8 asbestos/hazardous building material surveys at an average cost of $3,250 ($26,000 total);
- 11 Phase II ESAs at small brownfield parcels at an average cost of $15,000 ($165,000 total);
- 4 Phase II ESAs at large brownfields parcels at an average cost of $25,000 ($100,000 total);
- 6 remedial action /reuse plans at an average cost of $8,000 ($48,000 total);

The budgeted costs for the asbestos/hazardous building surveys and Phase II ESAs include $750 per site for preparation of site-specific sampling and analysis and health and safety plans. Eligibility determinations (EDs) and/or access agreements may also be completed for Task 3 for any properties for which these were not performed as part of Phase I ESAs conducted as part of Task 2. Please note that there is $16,200 budgeted under Task 0 for assistance to be provided by the consultants to prepare quarterly and annual reports, and other planning activities.

**Task 4: Community Brownfields Area-wide Redevelopment Planning ($50,000)**

The sites on which reuse planning will be performed will be determined by the County and SRC in response to development proposals and/or requests from the coalition members. It is
anticipated that there will be 2 smaller area-wide plans at an average cost of $15,000 each and 1 larger area-wide plan at a cost of about $20,000.

**Task 5: Community Outreach and Involvement ($61,700)**

To maximize the extent to which community residents and other stakeholders can provide meaningful input to the Project, a comprehensive community outreach program will be performed that will include public meetings and forums, development and distribution of marketing and informational materials, and joint outreach and education efforts with community partner organizations. The estimated costs for specific outreach activities or outputs to be performed by the consultant(s) under contract are summarized below. (Rates include salary plus overhead.)

- Meeting outreach, facilitation and management including SRC, public/community, property owner meetings (Consultant - Vandewalle 100 hours @ $100/hour = $10,000 total);
- Document preparation, including project fact sheets, press releases, agendas, minutes, newsletter submissions, etc. (Consultant - Vandewalle 180 hours @ $100/hour = $18,000 total); and
- Meeting outreach, facilitation and management including SRC, public/community, property owner meetings (Consultant – Stantec 80 hours at an average rate of $125/hr = $10,000)
- EDWC to enhance its capabilities in demonstrating ROI and securing brownfield redevelopment investment resources by building an ROI generator designed to evaluate various proposed development deals and weigh them against return for public and private participants. (Consultant – EDWC - $4,000 – 60 hrs.@ $66.67/hr. ave blended rate.)
- EDWC to deploy the latest in marketing technologies to develop project wins into compelling, easy-to-share success stories and case studies aimed at generating sustainable levels of public and private program engagement and extend targeted reach into the redeveloper community. (Consultant – EDWC - $18,000 – of which $505 is based on ave blended rate of $63.16/hr. for 8 hrs and $17,495 is based on a lump sum estimate from subconsultant based on previous similar projects.)

Budgeted supply costs for Task 5 of $900 include $300 for printing costs, $100 for mailing expenses associated with public notices, and $500 for display boards and graphic displays at public meetings. Travel costs allocated under this task in the grant application for participation in EPA or other brownfields conferences have been included under Task 0. Travel costs for mileage of $800 related to travel by County staff to meetings throughout the County has been added to the budget for this task.

**6.0 MEASURES OF SUCCESS**

Washington County Site Redevelopment Program has identified the following measures of success that will be tracked and documented in the quarterly reports by the Project Manager.

- Number of completed Phase I and Phase II environmental site assessments (ESAs) on priority brownfield sites.
• Number of completed additional site investigations and remedial action plans developed for select sites for which Phase II ESAs are completed.

• Number of successful projects where grant was used to leverage additional funding for redevelopment projects.

• Number of success story profiles and case studies developed to further market the Site Redevelopment Program in order to connect potential investors and other end-users with brownfield sites that can be a focus for redevelopment and reuse.

• Development of County GIS application for local governments to update inventory and prioritize potential redevelopment sites.
# SUMMARY OF LEVERAGED FUNDS

IN-KIND COMMITTED BY WASHINGTON COUNTY, LOCAL GOVERNMENT COALITION PARTNERS AND EDWC FOR IMPLEMENTATION OF FY 2017 U.S. EPA BROWNFIELDS ASSESSMENT GRANT

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Est. Hours over 3 year grant cycle</th>
<th>Salary/Benefits per hour</th>
<th>Total In-Kind Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Washington County In-Kind Contribution</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deb Sielski</td>
<td>Deputy Administrator</td>
<td>600</td>
<td>$65.46</td>
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<td>$11.70</td>
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<tr>
<td>Tyler Betry</td>
<td>Planning &amp; Parks Analyst</td>
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<tr>
<td>Mike Vander Sanden</td>
<td>GIS Coordinator</td>
<td>70</td>
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<tr>
<td>Fay Fitts</td>
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<tr>
<td>Chris Ohlis</td>
<td>Deputy County Attorney</td>
<td>70</td>
<td>$62.89</td>
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<tr>
<td><strong>Total Washington County In-kind</strong></td>
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<td>$53,004.00</td>
</tr>
<tr>
<td><strong>City of Hartford In-Kind Contribution</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Justin Drew</td>
<td>Dir. of Community Development</td>
<td>20</td>
<td>$61.20</td>
<td>$1,224.00</td>
</tr>
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1755 Total: $94,162.00

Note: 1 - Estimated In-Kind Contribution as Project Manager including contract administration, grant reporting, coordinating coalition, staffing SRC and T/CAS meetings, and overseeing work performed by environmental or other consultants contracted to implement the grant.  
2 - Estimated In-Kind Contribution for assisting Project Manager.  
3 -Estimated In-Kind Contribution including minutes, agendas and media postings for SRC and T/CAS.  
4 - Estimated In-Kind Contribution for managing County GIS database.  
5 - Estimated In-Kind Contribution for assisting Project Manager.  
6 -Estimated In-Kind Contribution for reviewing EPA Cooperative Agreement, agreements with Coalition members and site access agreements.  
7 - Estimated In-Kind Contribution includes attendance at SRC meetings, community public meeting, securing access to sites, and reviewing reports.  
8 - Estimated In-Kind Contribution includes attendance at SRC and T/CAS meetings, public meetings, redevelopment consulting and contribution to area-wide plans and remedial action plans.
Attachment C

Roles and Responsibilities for Activities to be Performed as Part of the U.S. EPA FY2017 Brownfields Grant Implementation
(Project Period starting October 1, 2017)

This memo was prepared to outline specific roles and responsibilities for Stantec Consulting Services Inc. (Stantec), Vandewalle & Associates, Inc. (V&A), Washington County (the County), Economic Development Washington County (EDWC) and Coalition Partners (City of West Bend, City of Hartford, Village of Slinger, Village of Richfield and Village of Jackson) as part of the implementation of the United States Environmental Protection Agency (US EPA) Fiscal Year 2017 Brownfield Assessment Grant. Vandewalle & Associates, Inc. and EDWC are contractual subconsultants to Stantec Consulting Services Inc, responsible for completing portions of the scope of services described below.

The following scope of services will be made part of the services detailed and referenced as part of the Master Services Agreement Task Order No. 6 and outlined in the Implementation Work Plan.

Stantec Roles and Responsibilities

Task 0 – Programmatic Activities

• Reporting: Stantec staff (David Holmes) will lead with assistance from the County Project Manager (Debora Sielski) in preparing grant progress reports, quarterly reports (ACRES), annual audit reports, final reports, and general communications about the Cooperative Agreement (CA) to the EPA. Each report will include a summary of all work completed to date (not just for the quarter).

Task 1 – Brownfields Inventory and Site Prioritization

The County will work with Stantec and V&A to build from the successful inventory and prioritization process completed in 2015, by integrating new sites into the inventory and removing sites that have been redeveloped. The grant will fund ongoing site inventory and prioritization updates using the process developed in 2015.

• Inventory Tasks – Stantec will assist as the County Project Manager and County GIS Division will work with V&A to transfer the existing GIS database into the County application for a County-managed Brownfields GIS Database and associated layers.

• Site Selection and Prioritization – Stantec will assist V&A in completion of any updates to the site ranking and prioritization process.

• Integration of Redevelopment Inventory and Sanborn Fire Maps: The County will integrate, with assistance from Stantec and V&A, the Redevelopment Inventory and Sanborn Fire Maps (purchased as part of the FY14 grant) into the County Web Application Gallery.

• Brownfield Site Readiness Process: Stantec will assist EDWC as needed in enhancing systemization to EDWC’s Brownfield Site Readiness Certification Process including
additional database geographic information system (GIS) layers by the EDWC and a qualified consultant.

Task 2 – Conduct Phase I ESAs
- **Site and Property Owner Eligibility Determination Requests:** Stantec will lead work on preparing and obtaining site eligibility determination letters. County to provide site specific information for letters/forms.
- **WDNR/EPA Eligibility Letters:** Stantec will lead work on obtaining WDNR/EPA eligibility letters. County to provide site specific information for letters/forms.
- **Conduct Phase I ESAs:** Stantec will conduct all Phase I ESAs.
- **Execute Property Access Agreements:** Stantec, along with the County, will assist in guiding individual Coalition members in which sites are located to execute property access agreements.

Task 3 – Conduct Phase II ESAs, Site Investigations and Remedial/Reuse Planning Activities
- **QAPP:** Stantec will lead preparation of the update to the existing QAPP.
- **Prepare SAPs for each site:** Stantec will lead preparation of SAPs for each site.
- **Prepare OSHA Compliant HASPs for each site:** Stantec will lead preparation of HASPs for each site.
- **Phase II ESAs, Site Investigations and Remedial Planning:** Stantec to complete all Phase II ESAs, Site Investigation and Remedial Planning work under Task 3. Stantec to direct work of V&A regarding their assistance in remedial action planning.
- **Eligibility Determinations and Access Agreements (if not already completed for individual sites or parcels as part of Task 2):** Stantec will lead site eligibility determinations and assist the County as necessary in drafting access agreements.

Task 4 – Community Brownfields Area-wide Redevelopment Planning
The community areas and specific sites on which reuse planning will be performed will be determined by the County and SRC in response to development proposals and/or requests from the coalition members.
- **Reuse/Redevelopment Planning –** Stantec to provide oversight as V&A leads in the preparation of brownfields site or area-wide reuse/redevelopment plans in cooperation with the County and EDWC.

Task 5 – Community Outreach and Involvement
- Stantec will prepare presentations as appropriate for meetings as necessary regarding the US EPA brownfields grant program, implementation status and solicit input from committee members on specific sites or revitalization needs. If requested, Stantec will provide input on meeting agendas and materials.
- Stantec will contribute to quarterly fact sheets for distribution to the SRC and public, to be prepared by V&A.
- Stantec staff (David Holmes) will attend the following:
  - All individual meetings with Coalition partners to confirm priority sites.
  - All SRC Committee meetings to be held on approximately a quarterly basis.
EDWC hosted meetings regarding the development and implementation of the Countywide Site Redevelopment Program pages and communications on its website.

Participate in monthly “check-in” in-person or tele/web conferences with Project Management Team.

V&A Roles and Responsibilities

Task 0 – Programmatic Activities
- Reporting: V&A will provide updates for activities that they participate in as requested for grant reporting.

Task 1 – Brownfields Inventory and Site Prioritization
- Inventory Tasks: V&A will lead the Brownfields inventory update process (update FY2014 data) with the assistance of County Project Manager and the County GIS Division to create a Brownfields GIS Database.
- Site Selection and Prioritization: V&A will lead any additional site selection, ranking and prioritization of sites using the established three-tiered site identification and prioritization process with the SRC. V&A, working cooperatively with County GIS utilizing the Brownfield GIS database, will complete the analysis and map preparation for this Task.
- County GIS Application: V&A will assist the County in integration of the redevelopment inventory into the County’s GIS to make information gathered as part of the FY14 and FY17 grants accessible to both the public and local governments throughout the County, within a framework that can leverage all relevant property, zoning, and historic information accessible through the GIS. V&A will lead in development of a GIS Web-based tool for local governments to update inventory and prioritize potential redevelopment sites within their community. This will streamline the current review process for the Site Redevelopment Steering Committee when determining funding priorities.
- Outreach - Conduct ongoing community outreach and involvement as outlined in Task 4.

Task 2 – Phase I ESAs
- No role anticipated.

Task 3 – Conduct Phase II ESAs, Site Investigations and Remedial/Reuse Planning Activities
- Phase II ESAs, Site Investigations and Remedial Planning – With oversight from Stantec, as directed by the County, V&A to assist in remedial action planning.

Task 4 – Community Brownfields Area-wide Redevelopment Planning
- Reuse/Redevelopment Planning: V&A will lead, as directed by the County, with oversight from Stantec, in the preparation of brownfields site or area-wide reuse/redevelopment plans in cooperation with the County and EDWC. It is anticipated that the scope of work and deliverables for this task to be completed will include 2 smaller area-wide plans and 1 larger area-wide plan. Areas will be determined by the
Coalition and relate to high priority sites as identified in the site prioritization process and community needs.

**Task 5 - Community Outreach and Involvement**
- V&A to implement EPA grant outreach objectives focused on ongoing SRC meetings.
- Assist in coordinating all SRC priorities with work to be performed under the EPA grant.
- V&A to assist in SRC meeting preparation including review and input on agendas and follow-up “to-do” lists with assignments and responsibilities.
- Prepare progress reports for and conduct periodic meetings with the Project staff/County and community leadership to discuss progress, evaluate options, and receive direction. Work with EDWC to integrate progress reports into its Site Redevelopment Program pages on its website and branded communications.
- V&A to provide meeting outreach, facilitation and management including SRC, public/community, and property owner meetings.
- V&A will prepare presentations as appropriate for the SRC meetings and public community meetings as necessary regarding site selection, ranking, prioritization and reuse/redevelopment planning.
- V&A will prepare quarterly fact sheet for distribution to the SRC. Fact sheets will be made part of the EPA reporting requirements and EDWC dashboard. The fact sheets will integrate information from other team members.
- V&A will draft press releases for review and release by County and EDWC.
- V&A staff will attend the following:
  - All SRC Committee meetings: Attendance and participation in SRC meetings to advance EPA grant project including presenting and providing input, reviewing progress, discussing options, and receiving direction to be held approximately quarterly.
  - Participate in monthly “check-in” in-person meetings or tele/web conferences with Project Management Team.
  - EDWC hosted meetings regarding the development and implementation of the Countywide Site Redevelopment Program website.

**County Roles and Responsibilities**

**Task 0 - Programmatic Activities**
- **Administration/Reporting** - County Project Manager is responsible for the administration of the EPA Cooperative Agreement.
  - County Project Manager is responsible for project oversight including managing the consultant activities, reviewing environmental site assessments, reports and plans, and preparing required reports and other correspondence with the EPA Project Officer. Such reports include preparing and submitting grant progress reports, quarterly reports (ACRES), annual audit reports, final reports, tracking cost information allocated by site and general communications to the EPA. Stantec will be assisting in preparing quarterly and annual reports and updating the ACRES database for individual sites as necessary.
County Project Manager is responsible for compiling an administrative log of meetings, deliverables, etc. as related to the grant.

County Project Manager will work with the County Attorney and local governments to complete coalition agreements.

The County will track all hours spent by County staff participating in the Site Redevelopment Program, for use in tracking and reporting in-kind services being provided as part of the assessment project.

- Site Access - County Project Manager will work with the County Attorney and local governments to complete site access agreements.

**Task 1 – Brownfields Inventory and Site Prioritization**

- **Inventory Tasks** – The County Project Manager and County GIS Division will work with V&A to transfer the existing GIS database into the County application for a County-managed Brownfields GIS Database and associated layers.

- **Site Selection and Prioritization** - The County will assist V&A in completion of any updates to the site ranking and prioritization process, providing the GIS analysis utilizing the Brownfields GIS database.

- **Integration of Redevelopment Inventory and Sanborn Fire Maps**: With assistance from V&A, the County will integrate the Redevelopment Inventory and Sanborn Fire Maps (purchased as part of the FY14 grant) into the County Web Application Gallery.

- **Brownfield Site Readiness Process**: The County will assist EDWC as needed in enhancing systemization to EDWC’s Brownfield Site Readiness Certification Process including additional database geographic information system (GIS) layers by the EDWC and a qualified consultant.

**Task 2 – Conduct Phase I ESAs**

County Project Manager to provide project oversight on all work in Task 2. County Engineer may assist Stantec in identifying and resolving infrastructure challenges at sites as necessary.

- **Site and Property Owner Eligibility Determination Requests**: County to provide site specific information for letters/forms.

- **WDNR/EPA Eligibility Letters**: County to provide site specific information for letters/forms.

- **Execute Property Access Agreements**: The County will work with individual Coalition members in which sites are located to develop and execute property access agreements for all parcels on which Phase I ESAs will be performed.

**Task 3 – Conduct Phase II ESAs, Site Investigations and Remedial/Reuse Planning Activities**

- **Phase II ESAs, Site Investigations and Remedial Planning**: County Project Manager to provide project oversight on all work in Task 3. County Engineer may assist Stantec in identifying and resolving infrastructure challenges at sites as necessary.

- **Eligibility Determinations and Access Agreements (if not already completed for individual sites or parcels as part of Task 2)**: County to provide site specific information as Stantec leads site eligibility determinations. County to work with individual Coalition members and Stantec in developing and executing property access agreements for all parcels on which Phase II ESAs, Site Investigations or other remedial/reuse planning activities will be performed.
activities will be performed that include on-site inspections, testing, or the physical entry onto the properties.

**Task 4 – Community Brownfields Area-wide Redevelopment Planning**
- **Reuse/Redevelopment Planning** – County to assist V&A in preparation of brownfields site/area-wide reuse/redevelopment plans in cooperation with Stantec and EDWC.

**Task 5 – Community Outreach and Involvement**
- The County will have primary responsibility for all components of the SRC meetings, except those identified for EDWC, Stantec and V&A including preparing and distributing agendas and minutes. The Coalition plans to convene the SRC on approximately a quarterly basis.
- County Project Manager will widely publicize SRC meetings and community meetings using social media, traditional media, direct mail and other methods as appropriate and available.
- County to report on program progress to SRC and appropriate County Committee and encourage coalition partners to distribute the information through websites, newsletters, newspapers, LinkedIn, Twitter and blog posts as available.
- County will work with Casa Guadalupe to develop and distribute project information in Spanish as well as offer translation and interpretation services as requested or as needed when impacted families are identified.
- County will update the County Site Revitalization Program website at www.co.washington.wi.us/srp to provide current information throughout the grant implementation.
- County Project Manager will attend the following:
  - Individual meetings with Coalition partners to confirm priority sites.
  - All SRC Committee meetings to be held on approximately a quarterly basis.
  - EDWC hosted meetings regarding the development and implementation of the Countywide Site Redevelopment Program pages on its website and other branded communications.
  - Schedule and participate in monthly “check-in” in-person meetings and/or tele/web conferences with Project Management Team.
  - US EPA National Brownfields Conference (Anticipated to be scheduled in 2019).

**EDWC Roles and Responsibilities**

**Task 0 – Programmatic Activities**
- EDWC to assist with ongoing remediation and redevelopment reporting to EPA ACRES system, with focus on quantitative and qualitative assessment and tracking direct and indirect economic impacts related to site redevelopment and reuse. For the purposes of measuring and assessing specific impacts (jobs, wages, new investment, sales revenue, etc.) EDWC will utilize its own proprietary databases and external databases to which it subscribes. Additionally, it will lead utilization of external databases (ESRI, WorkNet, etc.) provided through its partners (Wisconsin Economic Development Corporation,
Southeastern Wisconsin Regional Planning Commission, Department of Workforce Development, etc.) in developing and communicating impact information.

- EDWC staff will track hours they spend participating in the Site Revitalization Program, and report hours to the County on a quarterly basis to enable the County to track and report in-kind services being provided as part of the assessment project.

**Task 1—Brownfields Inventory and SitePrioritization**

- **Inventory Tasks**— EDWC will contribute to content as needed related to the County Project Manager and County GIS Division work with V&A to transfer the existing GIS database into the County application for a County-managed Brownfields GIS Database and associated layers.
- **Site Selection and Prioritization**— EDWC will contribute as needed related to assisting V&A in completion of any updates to the site ranking and prioritization process for integration into the County GIS database.
- **Brownfield Site Readiness Process**— EDWC will lead in enhancing systemization to EDWC’s Brownfield Site Readiness Certification Process including additional database geographic information system (GIS) layers by the EDWC and a qualified consultant.

**Task 2—Conduct Phase I ESAs**

- No role anticipated.

**Task 3—Conduct Phase II ESAs, SiteInvestigations and Remedial/Reuse Planning Activities**

- **Phase II ESAs, Site Investigations and Remedial Planning**— EDWC to review and add input related to V&A-led remedial action planning in cooperation with Stantec and the County.

**Task 4—Community Brownfields Area-wide Redevelopment Planning**

- **Reuse/Redevelopment Planning**— EDWC will review and provide input into V&A-led brownfields site or area-wide reuse/redevelopment plans in cooperation with Stantec and the County.

**Task 5—Community Outreach and Involvement**

- EDWC will advance ROI Generator and Impact Analysis for brownfield redevelopment projects impacted by the EPA and state funding.
- EDWC will assist in community outreach as appropriate to better connect potential businesses, developers and other end-users with brownfields sites that can be a focus for redevelopment and reuse.
- EDWC will continue to utilize the EDWC website focused on connecting prospective end users and local stakeholders with information on redevelopment sites and associated reuse opportunities.
- EDWC will continue to advance the website Site Revitalization Program Dashboard and site profiles.
- If requested, EDWC will provide input on meeting agendas and prepare presentations for the SRC meetings and public community meetings as necessary.
- EDWC staff will attend the following:
Individual meetings with Coalition partners to confirm priority sites.
All SRC Committee meetings to be held on approximately a quarterly basis.
EDWC will participate in monthly “check-in” in-person meetings and/or tele/web conferences with Project Management Team.
US EPA National Brownfields Conferences (scheduled in 2017 and anticipated to be scheduled in 2019).

Coalition Partner Roles and Responsibilities

Task 0 – Programmatic Activities
- Partners will assist the County in securing access agreements for privately owned parcels targeted for assessment within their jurisdictional area.
- Partners will provide access for parcels they own that are targeted for assessment within their jurisdictional area.
- Partners will track hours logged by their staff in participating in the Site Redevelopment Program, and report hours to the County on a quarterly basis to enable the County to track and report in-kind services being provided by Coalition members as part of the assessment project.
- Partners will assist in the eligibility determination process for sites targeted for assessment within their jurisdictional areas, by providing information where available, relevant to past and current ownership, past assessment activities, known or suspected environmental liabilities, and reuse plans.

Task 1 – Brownfields Inventory and Site Prioritization
- Site Inventory – Partners will work with the County, EDWC, Stantec and V&A on development of the inventory.
- Site Selection and Prioritization – Partners will assist in the process of selecting and prioritizing sites for use of EPA funding.

Task 2 – Conduct Phase I ESAs
- Partners will assist in obtaining property owner cooperation for privately owned parcels within their jurisdiction for which Phase I ESAs are being performed, and complete required owner questionnaires for any parcels for which they are the owner.
- Partners will provide copies of any past environmental reports that they have in their possession for sites targeted for assessment within their jurisdictional area.
- Partners will provide information necessary for Stantec to complete eligibility determination forms (and specifically, municipal or other City records not otherwise accessible to Stantec).
- Partners will have primary responsibility for securing signatures from private property owners necessary to execute access agreements for those parcels, as well as any parcels targeted for assessment for which they are the owner. (The access agreement forms will be developed by the County with assistance from Stantec).

Task 3 – Conduct Phase II ESAs, Site Investigations and Remedial/Reuse Planning Activities
• Partners will assist in clearing of public utilities as appropriate for utility clearance performed prior to intrusive subsurface sampling activities for parcels targeted for assessment within their jurisdictional area.
• Help secure access (and fully executed access agreements) for any properties targeted for Phase II ESAs, Site Investigations, or Remedial/Reuse Planning and for which access agreements were not completed as part of Task 2.

Task 4 – Community Brownfields Area-wide Redevelopment Planning
• Partners will assist in providing input in redevelopment planning efforts.

Task 5 – Community Outreach and Involvement
• Partners will attend the following:
  o Individual meetings with Coalition partners, County, Stantec and EDWC to confirm priority sites.
  o All SRC Committee meetings to be held on approximately a quarterly basis.

Approach to Initial Grant Implementation

The PMT will work with the Coalition partners to develop and implement strategies that will help to jump start the project and accelerate use of funding and achievement of projects goals and expected benefits. Four initial strategies include:

• Detailed review of the 40 or more previously prioritized sites for the purpose of identifying sites where factors are now in place to enhance the prospects for quickly moving forward with assessment activities.
• Detailed review by the PMT with the individual Coalition members of the recently completed plans for the target areas identified in the grant applications, with a goal of identifying action items that are ready to be advanced and which could be supported via US EPA grant funding.
• Developing incentives to motivate Coalition representatives to more proactively advance assessment activities for sites within their target areas.
• Conducting targeted outreach to the real estate and lending community to increase the identification and nomination of sites by these key stakeholder groups.
• Approximately one-third ($200,000) of the grant will go toward the implementation of the five high priority brownfield sites or areas that were identified by the five city/village Coalition partners.
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 15, 2018

SUBJECT: BCPL Loan Payment – Impact Fees and Money Market

DATE SUBMITTED: February 8, 2018

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO UTILIZE MONIES COLLECTED FOR IMPACT FEES AND THE REMAINING AMOUNT OF MONEY DONATED BY THE RICHFIELD VOLUNTEER FIRE COMPANY TO MAKE A SUPPLEMENTAL PAYMENT?

ISSUE SUMMARY:

In May of 2016, the Village Board authorized Village Staff to execute a loan agreement with the State of Wisconsin’s Board of Commissioners of Public Lands in the amount of $1,000,000 to help finance the cost of the Richfield Volunteer Fire Company’s Station No. 2 on Hubertus Road. The Village secured a 3.5% fixed rate loan for 20 years. The first payment on the 20-year note is due on March 15, 2018. In preparation for the loan payment, the Village has already received and deposited a check in the amount of $125,711.59, which is $52,000 more than what we are required to pay. The additional $52,000 will go against the principal of the loan.

In addition to the $52,000, the Village of Richfield can contribute $96,788 which it has collected in Impact Fees since late 2016. Wisconsin statutes provide explicit authority for towns, villages, and cities, to enact ordinances enacting impact fees upon new development to help pay for the construction costs associated with certain public facilities. The Village of Richfield collects two (2) types of impact fees, ones for our parks and ones for our fire safety protection. Impact fees may be imposed to pay for some or all of the capital costs to construct, expand or improve fire protection facilities. Finally, the Village has additional monies “left over” from the cost of constructing the new Fire Company headquarters which is currently being held in a money market account. That amount is $10,926.69 and could also be applied against the principal.

Understanding that it was the stated goal of the Village Board and the Richfield Volunteer Fire Company to pay off the loan in the quickest manner possible, Staff wanted to communicate to the Village Board this opportunity to reduce the number of years this note might be held for by making these additional payments. On Friday, February 9, 2018, Village Staff contacted the Board of Commissioners of Public Lands and signaled their intent to make a payment three (3) times the amount required of us. Once the payment is submitted, the Board of Commissioners of Public Lands will provide the Village with a new amortization schedule to reflect the supplemental payments. Every year thence forth, that annual payment shall be the “rent” the Village charges the Richfield Volunteer Fire Company.

FISCAL IMPACT:

Initial Project Costs: N/A
Future Ongoing Costs: Reduction in years on BCPL Loan
Physical Impact (on people/space): N/A
Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:

1. Board of Commissioners of Public Lands – Annual Trust Fund Loan Payment Form

STAFF RECOMMENDATION:

Motion to authorize the Village Administrator to make an additional payment to the Board of Commissioners of Public Land’s State Trust Fund Loan Program in the amount of $96,788 from accumulated impact fees and $10,926.69 from its money market account of remaining donated Fire Company funds for a total payment amount of $233,426.28.
Annual Trust Fund Loan Payment

VILLAGE OF RICHFIELD
MR. JIM HEALY
CLERK
4128 HUBERTUS ROAD
HUBERTUS, WI 53033

Pay Invoice To:
Board of Commissioners of Public Lands
Trust Fund Loan Program
PO Box 78569
Milwaukee, WI 53293-0569

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Total Amount Due March 15, 2018 $82,477.34

* This is the balance remaining after the March 15th payment.
CLOSED SESSION