VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
October 18, 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. September 25, 2018 - Regular Meeting
   d. New Operators License Applications
   e. Resolution R2018-10-01, A Resolution Honoring Jerry Becker for his Public Service
   f. Resolution R2018-10-02, A Resolution Accepting Specified Infrastructure in Bridlewood Estates Subdivision
   g. Appointment of Poll Workers to work at the November General Election
6. DISCUSSION/ACTION ITEMS
   a. Discussion/Action regarding the introduction of Resolution R2018-10-03, a Resolution vacating portions of Riverview Drive and the scheduling of a Public Hearing for December
   b. Discussion/Action regarding a Memorandum of Understanding with the Town of Hartford regarding snow removal operations
   c. Discussion/Action Discussion regarding a petition to rezone a portion of property identified by Tax Key: V10 008800D from A-1, Exclusive Agricultural District and F-1, Floodland District to Rs-1, Country Estates District and F-1 Floodland District – Ordinance 2018-05-01
   d. Discussion/Action regarding contracting for dumpster waste hauling services with Waste Management
   e. Discussion/Action regarding Ordinance O2018-10-01, an Ordinance establishing a 25MPH speed limit for Bridlewood Estates Subdivision
   f. Discussion/Action regarding contracting with Civic Plus for the required upgrade of the Village’s website content management system
7. PUBLIC COMMENTS (...Continued)
8. CLOSED SESSION
   a. Discussion/Action to enter into Closed Session under Wis. Stats. 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Specifically, to establish a memorandum of understanding with the Wisconsin Department of Transportation.
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 advanced notice as possible.
AFFIDAVIT OF POSTING

Pursuant to Sec. 985.02(2), Wis. Stats., I, D. Cry, 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:

   Agenda - Village Board Mtg

   on Oct 12, 2018 (date), 1:00 pm (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield; and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

   Signature
   Oct 12, 2018

Personally came before me this 12th day of October, 2018

Margaret H. Lammle
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.

   Signature
   10/12/18

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

   Signature

   Date

L:Forms>Affidavit of Posting
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: October 18, 2018

SUBJECT: Consent Agenda
DATE SUBMITTED: October 11, 2018,
SUBMITTED BY: Donna Cox, Deputy Clerk

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

ISSUE SUMMARY:
Included for your review are the Vouchers for Payment, Treasurer's Report, Minutes of the September 25th 2018 Regular Meeting, New Operators License Applications, Resolution No. R2018-10-01, A Resolution Honoring Jerry Becker for his Public Service, Resolution No. R2018-10-02, A Resolution Accepting Specified Infrastructure in Bridlewood Estates Subdivision and Appointment of Poll Workers to work at the November General Election.

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. Minutes: September 25, 2018 Regular Meeting
4. Applications for New Operators Licenses (see attached list), Copy of Applications and Background Investigation Reports.
5. Resolution No. R2018-10-01, A Resolution Honoring Jerry Becker for his Public Service
6. Resolution No. R2018-10-02, A Resolution Accepting Specified Infrastructure in Bridlewood Estates Subdivision
7. Appointment of Poll Workers to work at the November General Election: (see attached list)

STAFF RECOMMENDATION:
Motion to approve the Vouchers for Payment, Treasurer's Report, Minutes of the September 25th 2018 Regular Meeting, New Operators License Applications per the attached list, Resolution No. R2018-10-01, A Resolution Honoring Jerry Becker, Resolution No. R2018-10-02, A Resolution Accepting Specified Infrastructure in Bridlewood Estates Subdivision and the Appointment of Poll Workers per the attached list to work at the November General Election.

APPROVED FOR SUBMITTAL BY: Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN
Resolution No. ____________________________
Ordinance No. ____________________________
Approved ____________________________
Denied ____________________________
Continued To: ____________________________
Referred To: ____________________________
Other ____________________________
File No. ____________________________
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**TOTAL BATCH #3** | $68,658.81 | Checks written and of September 2018
**TOTAL BATCH #4** | $63,228.77 | Checks written October 2018

**TOTAL BATCH #5** | $123,387.58 | Checks written October 2018
VILLAGE OF RICHFIELD  
Treasurer's Report for September 30, 2018  

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<td>FNB Entrepreneur Plus Account</td>
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CERTIFICATES OF DEPOSIT

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<td>Westbury Bank</td>
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<td>October 24, 2019</td>
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** All CD's are fully FDIC insured**

LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

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<tr>
<td>Ogden Midwest Funding II LLC (Bank Lake Estates)</td>
<td>April 20, 2017</td>
<td>April 20, 2018</td>
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exceimydocuments/treasurersreport.xls
1. Call to Order/ Roll Call
The meeting was called to order by Village President John Jeffords at 7:00 PM. A quorum of the Village Board was present. Present: Village Board of Trustees; Bill Collins, Tom Wolff, Dan Neu and Rock Brandner.

Also present: Village Administrator Jim Healy, Deputy Clerk Donna Cox and Adam Schmitt; Public Works Director

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
Gil Frank, 4156 Elmwood Road, Mr. Frank stated the Capital Improvement Plan is incorrect (Per pages 148-149 of the Packet). Mr. Frank stated his belief that the years of road maintenance are inaccurately reflected in the packet related to Elmwood Road. He further commented that the bankruptcy filed for the Reflections Village Subdivision should allow for additional money to repair some of the roads throughout the community.

President Jeffords stated aloud that the funds received as a result of the bankruptcy filed for Reflections Village is not allowed to be used for road improvements outside of this subdivision, the funds are designated for Reflections Village, only.

5. CONSENT AGENDA
a. Vouchers for Payment
b. Treasurer’s Report
c. Meeting Minutes:
   i. July 19, 2018 - Regular Meeting
   ii. August 16, 2018 - Regular Meeting
   iii. August 28, 2018 - Special Meeting
d. New Operators License Applications
e. New Alcohol Beverage Retail License Application for Pleasant Hill Bar & Grill, located at 2102 STH 164.
f. Resolution R2018-09-01, a Resolution Authorizing Staff to Submit a Grant Application for the Wisconsin RPC and DNR Great Lakes Basin Tree Planting Grant Program

Motion by Trustee Brandner to approve the Vouchers for Payment, Treasurer’s Report, Minutes of the July 19th and August 16th, 2018 Regular Meetings, Minutes of the August 28, 2018 Special Meeting, New Operators License Applications per the attached list, Application for a new regular “Class B” Alcohol Beverage Retail License for business; Pleasant Hill Bar & Grill, located at 2102 STH 164 with the assigned Agent being Mr. John Loosen and contingent on the surrendering of the current license by the current business owner of the Hairy Lemon and Resolution No. R2018-09-01, A Resolution Authorizing Staff to
Submit A Grant Application for the Wisconsin RPC and DNR Great Lakes Basin Tree Planting Grant Program.; Seconded by Trustee Neu; Motion carried without objection.

Motion by Trustee Collins to reorganize the agenda, to move item 6f up to item 6b; Seconded by Trustee Wolff; Motion carried unanimously by voice vote.

6. DISCUSSION/ACTION

   a. Discussion/Action regarding a petition to rezone properties identified by Tax Key: V10_1250 and V10_1255 from A-1, Exclusive Agriculture District, to RS-1B, Single Family Residential District – Ordinance 2018-09-01

Motion by Trustee Wolff to approve Ordinance No. O2018-09-01, an ordinance to rezone Tax Keys V10-1250 from A-1, Exclusive Agricultural District to Rs-1B, Single-Family Cluster/Open Space Residential District and a portion of V10_1255 from A-1, Exclusive Agricultural District to RS-1B, Single Family Residential District subject to the following Specific and General Conditions of Approval:

Specific Conditions of Approval:

• The developer must submit a Preliminary Plat which is approved by the Plan Commission and Village Board.
• The plat must show all required features listed in the Village's land division regulations (Chapter 330), including but not limited to the following:
  • Signature blocks for surveyor, property owner, village clerk-treasurer, county treasurer, and village board.
  • Mortgagee certification block if the property owner has a mortgage on the property.
• The subdivider shall provide documentation from Washington County to the Village Administrator indicating that each residential lot has a suitable site for a septic system.
• The subdivider shall comply with the requirements in Section 70.193(J) of the municipal code with respect to "open space area ownership and maintenance requirements."
• Prior to any land-altering activity, the subdivider shall submit a stormwater management agreement to the Village Board and obtain approval of the same. Any necessary access easements shall be described with a legal description acceptable to the Village Engineer.
• Prior to any land-altering activity, the subdivider shall submit to the Village Board and receive approval for a Developer's Agreement.
• Prior to any land-altering activity, the subdivider shall submit to the Village and receive approval for Deed Restrictions.
• Prior to any land-altering activity, the subdivider shall submit approval from the Department of Administration for the Preliminary Plat approval.
• Prior to any land-altering activity, the subdivider shall submit all required plans (e.g., construction plans, stormwater management, and erosion control) to the Village Engineer and obtain approval of the same.
• Prior to any land-altering activity, the subdivider shall submit an application for a groundwater permit to the Village Administrator as set forth in Article III of Chapter 167 of the municipal code and obtain approval of the same.
• 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.
General Conditions of Approval:

- The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.

- The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.

- Any unpaid bills owed to the Village by the subject 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; or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

Seconded by Trustee Neu; Motion carried without objection.

b. Discussion/Action regarding a Conditional Use Plan amendment for an exterior building modification for Golden Pearl LLC, located at 3018 Helsel Drive (Tax Key: V10_000200A003)

Administrator Healy discussed the proposal and the stated substantial evidence for the allowance of the proposed building modification.

Motion by Trustee Wolff to approve the building alteration for Golden Pearl, LLC, located at 3018 Helsel Drive (Tax Key: V10_000200A003), subject to the following Specific Condition of Approval:

Specific Conditions of Approval:

- The applicant seeks all necessary building and electrical permits from the Building Inspection Department.

Seconded by Trustee Neu; Motion carried without objection.

c. Discussion/Action regarding the adoption of the 2019-2023 Capital Improvement Plan

Administrator Healy discussed the 5-year CIP and walked through the recommended expenditures as prepared and presented by the Capital Improvement Plan subcommittee.

Motion by Trustee Wolff to approve the 2019-2023 Capital Improvement Plan Document; Seconded by Trustee Brandner; Motion carried without objection.
Village of Richfield  
4128 Hubertus Road, Hubertus, WI  
Village Board Meeting Minutes September 25, 2018  
7:00 pm

Trustee Collins and President Jeffords thanked staff for the CIP packet and complimented how well it was organized.

d. **Discussion/Action regarding remaining balance from Messer-Mayer Mill Foundation Restoration project**

Administrator Healy stated that the project had been completed and the remaining amount of money, per our established donation agreement with the Richfield Historical Society should be returned to the organization.

President Jeffords commended the Richfield Historical Society for their efforts restoring the Mill.

Trustee Collins stated that if the returning of funds was in the donation agreement that he would have been satisfied without this matter being brought before the Board.

Administrator Healy stated that the matter was brought before the Board because the return of money will require the closure of the bank account which required the Village President’s signature and for transparency purposes.

Motion by Trustee Neu to direct the Village’s Deputy Treasurer to refund to the Richfield Historical Society the remaining balance from the Phase III construction of the Messer-Mayer Mill in the amount of $13,277, pursuant to the terms and conditions of the established Donation Agreement; Seconded by Trustee Wolff; Motion carried without objection.

e. **Discussion/Action regarding a Cooperative Agreement with Town of Polk for 2019 DNR Consolidation Grant**

Motion by Trustee Neu to direct the Village Staff to execute the 2018-2019 Cooperative Agreement with the Town of Polk to satisfy eligibility requirements for the 2019 DNR Recycling Consolidation Grant; Seconded by Trustee Collins; Motion carried without objection.

f. Discussion/Action regarding hiring for a Full-Time General Laborer Position

Public Works Supervisor Schmitt discussed the organizational challenges his Department has faced with retirements and other employees seeking employment within the private sector. Since May, Village Staff has advertised for a 32-hour per week employee without success and sought the wisdom of the Board for the allowance to turn the position into a full-time benefited position.

Motion by Trustee Collins to authorize DPW Director Adam Schmitt to hire a full-time employee at an hourly rate of $17.50 per hour; Seconded by Trustee Brandner; Motion carried without objection.

g. **Discussion/Action regarding a Letter of Credit Reduction for Bridlewood Estates**

Motion by Trustee Neu to authorize the Deputy Treasurer to reduce the Letter of Credit, per the Developer’s Agreement, to 15% of the originally established financial guarantee to the amount of $84,011.25; Seconded by Trustee Wolff; Motion carried without objection.

h. **Discussion/Action regarding Deed Restrictions for Bark Lake Estates Subdivision**
Motion by Trustee Wolff to approve the proposed Deed Restrictions for Bark Lake Estates subject to the following Specific Conditions of Approval:

Specific Conditions of Approval:

- Developer shall legally establish the Bark Lake Estates HOA and ACC in the State of Wisconsin

Secended by Trustee Brandner; Motion carried without objection.

1. Discussion/Action regarding 2019 date for Halloween Trick-or-Treat on the Village Community Calendar

Discussion included safety factors, not knocking on the doors after dark, our community not having sidewalks, having higher posted speed limits in the Village of Richfield as oppose to other communities with lower speed limits. Subdivision roads being cited to be safer. A suggestion to place a survey in the next newsletter asking parents what time they feel would be a good time to hold Trick-or-Treating in the Village of Richfield in 2019.

2. Discussion/Action regarding the rescinding of an established non-conforming use conversion order at 5241 STH 167 (Tax Key: V100651)

Motion by Trustee Wolff to rescind the order; Seconded by Trustee Brandner; Motion carried without objection.

7. PUBLIC COMMENTS: No additional comments

8. CLOSED SESSION

Motion by Trustee Wolff to enter into Closed Session at 8:40PM pursuant to Wisconsin State Statutes, Section 19.85(1)(g); Secended by Trustee Neu; Motion carried unanimously by voice vote.

9. RECONVENE IN OPEN SESSION

Motion by Trustee Wolff to Reconvene in Open Session at 9:25PM; Seconded by Trustee Collins; Motion carried unanimously by voice vote.

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

No Action
10. ADJOURNMENT

Motion by Trustee Brandner to adjourn the meeting at 9:27 PM; Seconded by Trustee Collins; Motion carried unanimously by voice vote.

Respectfully Submitted,

Jim Healy
Village Administrator
2018-2019
“NEW” OPERATOR’S LICENSE APPLICATIONS

• See Attached List
# 2018-19 NEW OPERATORS LICENSES

**Meeting Date:** October 18, 2018  
**Submitted by:** Deputy Clerk, Cox

<table>
<thead>
<tr>
<th>FIRST NAME</th>
<th>LAST NAME</th>
<th>ESTABLISHMENT</th>
<th>COURSE OR LICENSE</th>
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<tr>
<td>Scott</td>
<td>Buehler</td>
<td>Daniel Boone</td>
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<td>Heidi</td>
<td>Hokenstad</td>
<td>American Legion Post</td>
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<td>Neumann</td>
<td>Flynn's</td>
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<td>Juliana</td>
<td>Treleven</td>
<td>Fox &amp; Hounds</td>
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<tr>
<td>Lindsay</td>
<td>Schulz</td>
<td>Joe Mama's Bar &amp; Grill</td>
<td>COURSE</td>
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WHEREAS, Jerome “Jerry” Becker dutifully served the taxpayers of the Community as its Town Chairman for the Town of Richfield from 2003 to 2005; and

WHEREAS, Chairman Becker also served as the Plan Commission Chairman as well as sat on the Administrative Review Board for the Town of Richfield; and

WHEREAS, Chairman Becker embodied the spirit of public service, hard work, and dedication to his craft during his time as a member of the Town Board, Plan Commission, and Administrative Review Board; and

WHEREAS, Chairman Becker also offered his time and talents as a member of the Germantown School Board; and

WHEREAS, Chairman Becker was a valued member of the community because of his years of selfless service to the Town of Richfield; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, Wisconsin, in recognition of the significance of the aforementioned public service record, posthumously honor former Town Chairman Jerome “Jerry” Becker for his work serving in the community.

Approved and adopted October 18, 2018.

John Jeffords, Village President

Rock Brandner, Village Trustee

Daniel Neu, Village Trustee

Bill Collins, Village Trustee

Tom Wolff, Village Trustee

ATTEST:

Jim Healy, Village Administrator
WHEREAS, the Village Board and the developer of Bridlewood Estates subdivision entered into a development agreement on March 13, 2017; and

WHEREAS, the Village Board has approved the final plat for Bridlewood Estates subdivision, which has been recorded in the Office of the Register of Deeds for Washington County; and

WHEREAS, the subdivision plat dedicated a street right-of-way to the Village of Richfield for public purposes; and

WHEREAS, the developer has constructed the street and related storm water management facilities within the public street right-of-way in the Bridlewood Estates subdivision (herein referred to as “infrastructure”) pursuant to the development agreement; and

WHEREAS, the developer has requested that the Village accept such infrastructure consistent with the general terms of the development agreement and in particular Section V entitled Acceptance of Work and Dedication; and

WHEREAS, the Village Engineer has confirmed that such infrastructure has been completed consistent with the development agreement and the construction standards in effect at the time of construction.

NOW THEREFORE, THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD DO ORDAIN AS FOLLOWS:

1. The Village of Richfield hereby accepts the infrastructure in the public street and storm water management facilities in the right-of-way of the Bridlewood Estates Subdivision under the terms of the development agreement.

2. Nothing in this resolution shall be deemed to modify or revoke any obligation of the developer with respect to the development agreement.

3. This resolution and proposed acceptance of public infrastructure shall be subject to the final review and approval of the Village Attorney and pursuant to the terms and agreements contained in the aforementioned developer’s agreement.

Passed and adopted this 18th day of October, 2018

John Jeffords, President

ATTEST:

Jim Healy, Village Administrator
5 g
2018
POLL WORKER APPOINTMENTS

• See Attached List
**POLL WORKERS TO ASSIST AT NOVEMBER GENERAL ELECTION**

**Meeting Date:** October 18, 2018

**Submitted by:** Deputy Clerk, Cox

<table>
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<th>NAME</th>
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<td>1 PATTY GEHRING</td>
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<td>2 BONNIE JOHNSON</td>
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VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: October 18, 2018

SUBJECT: Vacating a portion of right-of-way on Riverview Drive — Introduction of Resolution

DATE SUBMITTED: October 11, 2018

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO DIRECT STAFF TO SCHEDULE A PUBLIC HEARING FOR DECEMBER AND REFER THE PROPOSED ROW VACATION TO THE PLAN COMMISSION FOR REVIEW AND RECOMMENDATION?

ISSUE SUMMARY:

Several months back, the Village Staff brought forward a proposal by two property owners on Riverview Drive who have expressed their desire to vacate a portion of Riverview Drive which abuts their home. Since that time, the Village has been approached by another property owner who desires to go about the same process. Tonight, Village Staff is presenting the introduction of a draft resolution which will be for your consideration during the month of December.

Since our last meeting, we have received the maps and legal descriptions for the areas to be vacated. Gathered the list of all property owners and their addresses, whose property abuts or fronts upon the public road being discontinued, drafted a notice to the DOT which is required by law because they are within ¼ of a mile of a State Trunk Highway, drafted a Lis Pendens for the notice of pendency of discontinuation which will be filed with the Washington County Register of Deeds, and prepared the draft resolution before you tonight.

It is important to note that this resolution is only being introduced, not acted on at this meeting. The Village Board should set a date for the hearing on the resolution. The date, by law, must be at least 40 days after the introduction of the resolution. Action that is being sought tonight is that the resolution, map and legal description should be sent to the Plan Commission for their review at their regular meeting on November 1st at 7PM and request the Plan Commission to report back on their support for the proposal prior to the scheduled Public Hearing.

FISCAL IMPACT:

Reviewed By:_________________________

Initial Project Costs: N/A
Future Ongoing Costs: N/A
Physical Impact (on people/space): Road as traveled vs. Road as platted — errors modified
Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. ROW Vacation Exhibits (2) prepared by Donald J. Thoma
2. ROW Vacation Exhibits (2) prepared by Rick Hillmann
3. Washington County GIS Aerial Overview (2)
4. Notice of Pendency
5. Resolution R2018-10-03, A Resolution of the Village Board of the Village of Richfield to vacate and discontinue a portion of Riverview Drive
6. DRAFT Letter to Mr. Dave Ross, WisDOT Secretary, RE: Discontinuance of Public Way
7. DRAFT Class III Public Hearing Notice

STAFF RECOMMENDATION:

Motion to schedule a public hearing be scheduled for December 20th, at 7 p.m., or as soon thereafter as practicable, regarding the Resolution to vacate and discontinue a portion of Riverview Drive, which is being hereby introduced at this meeting pursuant to Wisconsin Statutes Section 66.1005(4)(a).
APPROVED FOR SUBMITTAL BY:

Village Staff Member

Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. ____________________________

Ordinance No. ____________________________

Approved ____________________________

Denied ____________________________

Other ____________________________

Continued To: ____________________________

Referred To: ____________________________

File No. ____________________________
Lot One (1) and Two (2), Block One (1), Lots One (1), Two (2) and Three (3), Block Two (2) and part of the Vacated Right-of-Way contained in Document No. 172095 as in State Plane North Zone, including Lot One (1) of Certified Survey Map No. 4324 as recorded in the Washington County Registry in Volume 30 of Certified Survey Maps at pages 17-18 as Document No. 596334 being the NW 1/4 of the NW 1/4 of Section 17, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin

Lot One (1) 0.471 Acres 20528 Sq. Ft
Lot Two (2) 0.264 Acres 11285 Sq. Ft
Lot Three (3) 0.207 Acres 9150 Sq. Ft
Lot Four (4) 0.129 Acres 5760 Sq. Ft
Lot Five (5) 0.074 Acres 3440 Sq. Ft
Lot Six (6) 0.074 Acres 3440 Sq. Ft

Northwest corner Sec. 17-9-19 corner Brass cap found 340.37' 240.82' (State Plane Coordinates)
Lot One (1) and Two (2), Block One (1), Lots One (1), Two (2) and Three (3), Block Two (2) and part of the Vacated Right-of-Way contained in Document No. 172095 as in State Plane North Zone, including Lot One (1) of Certified Survey Map No. 4324 as recorded in the Washington County Registry in Volume 30 of Certified Survey Maps at pages 17-18 as Document No. 596334, being the NW 1/4 of the NW 1/4 of Section 17, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin

Owners/Subdivider, Lot 1
Darrell & Kristine Woltmann
4635 Riverview Drive
Richfield, WI 53076

Owners/Subdivider, Lot 2
David & Katherine Buehler
4889 Riverview Drive
Richfield, WI 53076

Surveyor 3 20 40 80 Donald J. Thomas, Accurate Surveying & Engineering, L.L.C.
2511 Whipple Lane
Richfield, WI 53076

Lot 2 0.264 Acres 11285 Sq. Ft
Lot 3 0.207 Acres 9150 Sq. Ft
Lot 4 0.129 Acres 5760 Sq. Ft
Lot 5 0.074 Acres 3440 Sq. Ft
Lot 6 0.074 Acres 3440 Sq. Ft
Lot 1 0.471 Acres 20528 Sq. Ft

Bearings are referenced to the Wisconsin State Plane Coordinate Grid System, South Zone, the west line of the NW 1/4 has a grid bearing of N 00°47'05" W.

This property is within the Village of Richfield Shoreland Zoning.

State is feet 1' = 40

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Richfield, WI 53076

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(r.a.) means "recorded as"
(meas.) means "measured as"
• - indicates a 1.5"od iron pip
• - indicates a 1.3"od iron pip
○ - indicates a 1.3"od x 18" in
set or set from a previous

Bearings are referenced to the W
Coordinate Grid System, South 2
NW 1/4 has a grid bearing of N 0

This property is within the
Village of Richfield Shoreland
Zoning.

unplatted lands
Point of Beginning
said to be
an original
iron stake

3701 sq ft

Riverview Drive

(meas. S 83°49'40" W)

said to be
an original

31
It is the suggestion of the Surveyor that all Road Right of Ways within the Subject Property Shown hereon be Vacated and Simultaneously allow the Future Certified Survey Map to Dedicate new Right of Ways for Riverview Drive that follow the existing Roads as traveled.
Dedication of Riverview Drive, a Right of Way within the Wolf Property that follows the approximate existing roadway as it is traveled.

Riverview Drive within the Wolf Property contains 2 Parcels of Land being a part of the Northwest 1/4 of the Northwest 1/4 of Section 17, Township 7 North, Range 19 East, located in the Village of Richfield, Washington County, Wisconsin bounded and described as follows:

PARCEL I:

Commencing at the Northwest Corner of said section; thence South 00°14'22" East on and along the West line of said section, 33.00 feet to the South line of said parcel; thence North 89°23'00" East on and along said South line 233.00 feet to the place of beginning of this description;

thence South 04°15'03" East, 83.16 feet to a point of curvature; thence along the Arc of a Curve 66.24 feet, whose Center lies Easterly, whose Radius is 395.00 feet, whose Chord bears South 10°29'22" East, 65.11 feet to a point of tangency; thence along the Arc of Curve 96.19 feet, whose Center Lies Westerly, whose Radius is 176.62 feet, whose Chord bears South 31°32'56" East, 96.06 feet to a point of tangency; thence along the Arc of a Curve 68.13 feet, whose Center lies Northwesterly, whose Radius is 60.06 feet, whose Chord bears South 38°16'52" West, 67.00 feet to a point of tangency; thence along the Arc of a Curve 60.41 feet, whose Center Lies Northerly, whose Radius is 150.00 feet, whose Chord bears South 75°34'22" West, 60.00 feet to a point of Tangency; thence along the Arc of a Curve 45.34 feet, whose Center Lies Southerly, whose Radius is 90.00 feet, whose Chord bears South 74°16'15" West, 40.00 feet to a point of Tangency; thence along the Arc of a Curve 90.74 feet, whose Center lies Southeasterly, whose Radius is 250.00 feet, whose Chord bears South 48°42'04" West, 90.00 feet to a point of Tangency; thence South 36°04'14" East, 114.28 feet to a point of Curvature; thence along the Arc of a Curve 106.64 feet, whose Center lies Northwesterly, whose Radius is 175.00, whose Chord bears South 63°31'42" West, 115.00 feet to a point of tangency; thence along the Arc of a Curve 110.81 feet, whose Center Lies Northerly, whose Radius is 250.00 feet, whose Chord bears South 80°41'42" West, 115.00 feet to a point of Tangency; thence along the Arc of a Curve 68.17 feet, whose Center lies Southeasterly, whose Radius is 71.00 feet, whose Chord bears North 78°27'38" West, 128.06 feet to the West line of Wolf Property; thence South 26°14'48" East on and along said West line, 25.45 feet to an Angle point in Wolf's Property; thence South 74°39'52" West on and along said property, 154.13 feet to a point; thence South 00°30'40" West on and along said property, 43.12 feet to a point; thence South 11°55'31" East on and along said property, 25.25 feet to a point; thence along the Arc of an Arc 62.72 feet, whose Center lies Southeasterly, whose Radius is 95.00 feet, whose Chord bears South 30°32'19" West, 61.59 feet to a point of tangency; thence along the Arc of a Curve 61.21 feet, whose Center lies Southeasterly, whose Radius is 215.00 feet, whose Chord bears South 57°30'00" East, 61.21 feet to a point of Tangency; thence along the Arc of a Curve 93.02, whose Center Lies Southerly, whose Radius is 145.00 feet, whose Chord bears North 64°16'30" East, 92.00 feet to a point of Tangency; thence along the Arc of a Curve 82.04 feet, whose Center Lies Northerly, whose Radius is 740.00 feet, whose Chord bears South 80°25'12" East, 82.00 feet to a point of Tangency; thence along the Arc of Curve 122.00 feet, whose Center Lies Northerly, whose Radius is 218.00, whose Chord bears North 83°41'42" East, 121.00 feet to a point of Tangency; thence along the Arc of a Curve 121.88 feet, whose Center Lies Northwesterly, whose Radius is 203.00 feet, whose Chord bears North 93°31'42" East, 120.00 feet to a point of Tangency; thence along the Arc of a Curve 219.11 feet, whose Center lies Southerly, whose Radius is 71.00 feet, whose Chord bears North 71°40'40" East, 50.00 feet to a point; thence South 45°10'00" East, 33.00 feet to a point; thence South 22°00'00" West, 70.00 feet to a point of Curvature; thence Along the Arc of a curve 168.32 feet, whose Center Lies Easterly, whose Radius is 287.00 feet, whose Chord bears South 08°51'41" West, 186.29 feet to a point of Tangency; thence along the Arc of a curve 15.00 feet, whose Center lies Northwesterly, whose Radius is 135.00 feet, whose Chord bears South 32°24'46" East, 115.01 feet to a point of Tangency; thence along the Arc of a Curve 57°00" East on and along said Southern line, 59.80 feet to a point; thence North 70°26'57" East on and along said Southern line, 33.32 feet to a point; thence along the Arc of a curve 219.19 feet, whose Center lies Easterly, whose Radius is 2505.00 feet, whose Chord bears North 08°16'18" East 219.11 feet to a point of Tangency; thence along the Arc of a Curve 121.54 feet, whose Center Lies Southwesterly, whose Radius is 285.00 feet, whose Chord bears North 22°37'03" East, 120.61 feet to a point of Tangency; thence North 35°00'00" East, 87.77 feet to a point; thence along the Arc of a curve 61.23 feet, whose Center Lies Northwesterly, whose Radius is 203.50 feet, whose Chord bears North 28°17'42" East, 90.79 feet to a point of Tangency; thence North 17°19'22" East, 15.70 feet to a point of Curvature; thence along the Arc of a curve 106.11 feet, whose Center Lies Westerly, whose Radius is 177.00 feet, whose Chord bears North 02°24'57" East, 104.37 feet to a point of Tangency; thence along the Arc of a curve 167.66 feet, whose Center Lies Easterly, whose Radius is 275.00 feet, whose Chord bears North 96°32'57" West, 106.91 feet to a point of Tangency; thence North 03°39'56" East, 33.75 feet to a point on the South line of S.T.H. "167" thence South 89°24'00" West on and long said South line, 40.00 feet to a point of Beginning.

The gross area of said parcel contains 41.811 Square feet or 0.96275 Acres of land more or less.

PARCEL II:

Commencing at Point "A", thence South 57°30'00" West on and along theSouthern line of the Wolf's property, 115.06 feet; thence South 49°33'00" West on and along said Southern line 34.97 feet to a point of Curvature and the point of beginning of this description;

thence along the Arc of a curve 72.51 feet, whose Center lies Northerly, whose Radius is 55.00 feet, whose Chord bears North 89°24'09" West 66.22 feet to a point of Tangency; thence North 47°51'19" West 183.01 feet to a point said point is on the Southern line of Wolf's property; thence South 43°15'01" East on and along said Southern line 131.94 feet to a point; thence South 33°38'21" East on and along said Southern line 55.86 feet to a point; thence South 41°16'50" East on and along said Southern line 14.50 feet to a point; thence North 41°23'00" East on and along said Southern line 81.11 feet to a point; thence North 49°13'05" East on and along said Southern line 11.14 feet to the place of beginning of this description.

The gross area of said parcel contains 2.221 Square feet or 0.00509 Acres of land more or less.
NOTICE OF PENDENCY

NOTICE OF PENDENCY OF APPLICATION FOR VACATION OF A PORTION OF RIVerview DRIVE RIGHT-OF-WAY IN THE VILLAGE OF RICHFIELD

To Whom it May Concern: Notice is hereby provided pursuant to Wisconsin Statutes Section 840.11 that the Village Board of the Village of Richfield, upon its own initiative pursuant to Wisconsin Statutes Section 66.1003(4), will introduce before the Village Board of the Village of Richfield on ________________, 2018, a resolution providing for the commencement of the process to discontinue a portion of Riverview Drive, as depicted on the map and description attached as Exhibit 1, which right-of-way abuts the properties identified in attached Exhibit 2.

The Village Board will consider whether the public interest requires that said portion of said public right-of-way as described be discontinued. Proceedings after the introduction of said resolution will be held according to the provisions of Section 66.1003 of the Wisconsin Statutes.

Dated this _____ day of ________________, 2018.

By: ________________________________
John P. Macy, Village Attorney
Village of Richfield

STATE OF WISCONSIN
COUNTY OF WAUKESHA )

Personally came before me on this _____ day of ________________, 20__, the above-named John P. Macy executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: ________________________________
My Commission Expires: ________________________________

This document was prepared by:
Attorney John P. Macy
MUNICIPAL LAW & LITIGATION GROUP, S.C.
730 N. Grand Avenue
Washington, WI 53186
(262) 548-1340
RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF RICHHIELD
TO VACATE AND DISCONTINUE A PORTION OF RIVERVIEW DRIVE

RESOLUTION NO: R2018-10-03

WHEREAS, pursuant to Wis. Stat. § 66.1003, the Village Board has statutory authority to vacate and discontinue Village roads within its jurisdiction; and

WHEREAS, the public interest requires vacation of a portion of Riverview Drive as depicted and described in Exhibit 1, as this is a segment of road that has no utility and the right-of-way can be used by an abutting owner; and

WHEREAS, this Resolution was introduced in this form before the Village Board of the Village of Richfield on ___________ 2018; and

WHEREAS, following introduction of this Resolution, the Village Board set a date for a public hearing which was not less than forty (40) days after the date on which this Resolution was introduced, specifically on ___________ 2018; and

WHEREAS, notice of public hearing stating when and where this Resolution would be acted upon and stating what public way is proposed to be discontinued was published as a Class 3 Notice under Chapter 985, Wisconsin Statutes, and in addition was served on the owners of all of the frontage of the lots and lands abutting upon the public way sought to be discontinued (said properties described in Exhibit 2) in a manner provided for the service of Summons in Circuit Court at least 30 days before the hearing; and

WHEREAS, no written objections to the proposed discontinuance have been filed with the Village Clerk by any of the owners abutting on the public way sought to be discontinued, or by the owners of more than one-third of the frontage of the lots and lands abutting on the remainder of the public way which lies within 2,650 feet from the ends of the public way proposed to be discontinued or which lies within that portion of the 2,650 feet that is within the Village limits; or if such objection has been filed, two-thirds of the members of the Village Board voting on the proposed discontinuance have voted in favor of the discontinuance; and

WHEREAS, no landlocked parcel will be created by the proposed discontinuance; and

WHEREAS, the Village board has conducted such public hearing on ___________ 2018, pursuant to such notice; and

WHEREAS, prior to this vacation and discontinuance being effective, the Village Board has determined that the affected property owners must prepare a certified survey map, and must receive all necessary approvals of the certified survey map, to show the lot lines of the parcels that will be affected by the vacation of this road right-of-way; and

WHEREAS, following due consideration of all information received from Owners, the Village Engineer, the recommendation of the Village Plan Commission, and all information received in the course of the public hearing of this matter and being duly advised, the Village Board, by this Resolution, does hereby declare the public interest requires the vacation and discontinuance of a portion of Riverview Drive as specifically described and identified on Exhibit 1.
1, and the Village Board further finds that the vacation and discontinuance of a portion of Riverview Drive will not landlock any property.

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, Washington County, Wisconsin, that a portion of Riverview Drive depicted in the attached Exhibit 1 is hereby discontinued pursuant to Wis. Stat. § 66.1003, provided that this Resolution shall not be effective unless and until the affected property owners prepare and present a certified survey map in a form approved by the Village Board, and which receives all necessary land division approvals, and which is recorded contemporaneously with this Resolution.

BE IT FURTHER RESOLVED, that the Village Clerk shall record a certified copy of this Resolution with the Washington County Register of Deeds contemporaneously with the certified survey map which adjusts the lot lines as described above.

PASSED AND ADOPTED by the Village Board of the Village of Richfield, Washington County, Wisconsin, this _____ day of ________________, 2018.

VILLAGE BOARD, VILLAGE OF RICHFIELD

By: ____________________________
John Jeffords, Village President

ATTEST:

Donna Cox, Village Deputy Clerk
October 12, 2018

Mr. Dave Ross  
Department of Transportation Secretary  
Wisconsin Department of Transportation  
4802 Sheboygan Avenue  
P.O. Box 7910  
Madison, WI 53707

Re: Village of Richfield  
Discontinuance of a Public Way

Dear Mr. Ross:

Please be advised that I am the Village Attorney for the Village of Richfield, in Washington County, Wisconsin. Pursuant to Wisconsin Statutes Section 66.1003(8)(a), which may apply to the above-noted matter, enclosed please find a resolution which was introduced at the Village of Richfield meeting held on ____________________.

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

Yours very truly,

VILLAGE OF RICHFIELD

John P. Macy  
Village Attorney

Enclosure

cc: Donna Cox, Village Deputy Clerk

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NOTICE FOR PUBLICATION

The Village Board of the Village of Richfield will hold a hearing on ____________, 2018, at _____ p.m. in the Village Hall of the Village of Richfield, located at ________________, WI 53118, Wisconsin, upon the resolution to discontinue a portion of Riverview Drive herein described and may act upon said resolution at said time and place. Said resolution was introduced before the Village of Richfield Village Board on the ____ day of __________________, 2018, and proposes to discontinue a portion of Riverview Drive.

Dated this ____ day of __________________, 2018.

By: ____________________________
Donna Cox, Village Deputy Clerk

Publish (Class 3) on: ________________________, 20____; ________________________, 20____; and ________________________, 20____.
6b
POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE A MOU WITH THE TOWN OF HARTFORD FOR SNOW REMOVAL ON APPROXIMATELY ½ MILE ON THE FORMER CTH CC?

ISSUE SUMMARY:

For over the last year, the Village Board has been discussing a multi-jurisdictional agreement with Washington County and the Towns of Erin, Hartford, and Polk. The now executed agreement (attached herein) involves the Village transferring 0.5 miles of Pioneer Road, east of STH 175 towards County Highway FD and receiving 2.0 miles of County Trunk Highway CC. In consideration for taking the additional mileage of CTH CC, the County has agreed to pay the Village $250,000, crack fill the 2.0 miles of CTH CC, chip seal the 2.0 miles of CTH CC, and stripe the 2.0 miles of CTH CC. The stated construction work was conducted by the Washington County Highway Department during the summer of 2018. Yet to be received from Washington County is the $250,000 which Staff was made aware will arrive in early November.

The remaining elements of the agreement yet to be carried out are the annexation of the right-of-way in the Town of Erin and the proposal before you tonight. Tonight, Staff is bringing forward a proposal with the Town of Hartford for plowing of approximately ½ mile of the formerly named CTH CC in exchange for a truckload (approximately 5-6tn) of sodium chloride. The necessity of this agreement is because there is no logical place for either the Town of Hartford or the Village of Richfield’s plow operators to effectively turn around. For the Village, drivers would need to come up to CTH E and for the Town of Hartford, drivers would need to come down to Fox Hollow Drive.

After speaking with the Town Chairman for the Town of Hartford, he has agreed to plow the Village’s ½ mile from the Village’s NW jurisdictional border to Fox Hollow subdivision in exchange for a load of salt.

FISCAL IMPACT:

Reviewed By: ____________________________
Village Deputy Treasurer

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

ATTACHMENTS:

1. Jurisdictional Transfer Agreement – Town of Erin, Town of Hartford, Town of Polk, Village of Richfield and Washington County – County Trunk Highway CC
2. Letter dated October 8, 2018 from County Highway Commissioner Scott Schmidt RE: Pioneer Road Jurisdictional Transfer Update
3. Letter dated October 8, 2018 from County Highway Commissioner Scott Schmidt RE: CTH CC Jurisdictional Transfer Update
4. Proposed MOU between the Town of Hartford and the Village of Richfield

STAFF RECOMMENDATION:

Motion to authorize the Village President to execute a MOU with the Town of Hartford for snow plowing services as outlined in the proposed agreement.
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: October 18, 2018

SUBJECT: Memorandum of Understanding (MOU) with the Town of Hartford

DATE SUBMITTED: October 11, 2018

SUBMITTED BY: Jim Healy, Village Administrator

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JURISDICTIONAL TRANSFER AGREEMENT
TOWN OF ERIN, TOWN OF HARTFORD, TOWN OF POLK,
VILLAGE OF RICHFIELD AND WASHINGTON COUNTY –
COUNTY TRUNK HIGHWAY "CC"

THIS AGREEMENT is entered into this day of , 2018, by and
between Washington County ("County"), a quasi-municipal corporation, located at 432 East
Washington Street, West Bend, WI 53095; the Town of Erin, a municipal corporation, located at
1846 STH 83, Hartford, WI 53027 ("Erin"); the Town of Hartford, a municipal corporation, located at
3360 CTH K, Hartford, WI 53027 ("Hartford"); the Town of Polk, a municipal corporation, located at 3680 STH 60, Slinger, WI 53086 ("Polk"); and the Village of Richfield, a
municipal corporation, located at 4128 Hubertus Road, Hubertus, WI 53033 ("Richfield").

WHEREAS, §83.025(1)(a), Wis. Stats., permits a County Board to make deletions from
the county trunk highway system with the consent of the Wisconsin Department of
Transportation ("Department") and the governing body of the city, village, or town in which the
proposed deletion is located; and

WHEREAS, the County and Erin, Hartford, Polk and Richfield desire to delete portions
of County Trunk Highway "CC" from the county trunk highway system and transfer portions to
Town of Hartford and Village of Richfield as more specifically described below;

NOW, THEREFORE, it is agreed between County, Town of Erin, Town of Hartford,
Town of Polk and Village of Richfield as follows:

1. The County desires to delete County Trunk Highway "CC" and all corresponding
   rights-of-way from the County Trunk Highway system as follows (the
   "Transferred Road"):

   A. From the northeast town corner of the Town of Erin south 2.0 miles to
      STH "167."

   B. Approximately 1.0 mile from the southeast corner of Town of Hartford
      (approximately 1.0 mile south of CTH "E") north to CTH "E."

   C. From CTH "E" southerly 1.0 mile to the southwest corner of the Town of
      Polk to the Town of Hartford.

   D. Approximately 2.0 miles from the northwest corner of the Village of
      Richfield (approximately 1.0 mile south of CTH "E") south to STH "167."

2. The Town of Erin, Town of Hartford, Town of Polk and the Village of Richfield
   hereby consent to the deletion of County Trunk Highway "CC" as described
   above lying within the respective municipalities, and have adopted resolutions
   approving same.

3. The Town of Hartford and the Town of Polk accept the portion of the Transferred
   Road within its jurisdiction and acknowledges full responsibility for the
   ownership and maintenance thereof, and all the associated land lying thereunder
and adjacent thereto, including all culverts, sidewalks, signage and signals associated therewith, more specifically described below, subject to the following conditions and requirements:

Those lands located in the Town of Hartford and Town of Polk lying contiguous in the following described line as used for highway purposes: Beginning at the Southwest corner of Section 31, Town 10 North, Range 19 East; thence northerly along the west line of the said Southwest Quarter, a distance of 2661.24 feet to the Northwest corner of the Southwest Quarter of Section 31; thence northerly along the west line of the Northwest Quarter of Section 31, a distance of 2644.20 feet to the Northwest corner of Section 7.

A. County pays to Town of Hartford a lump sum amount of $125,000 as full and final payment for the current depreciated value of the entire physical infrastructure of the portion of the Transferred Road within the Town of Hartford jurisdiction as described above, with payment of same made to the Town within ninety (90) days of the transfer.

B. Town of Hartford agrees to support via resolution the transfers of CTH N-Washington County to the City of Hartford, STH 83- State of Wisconsin to the City of Hartford and Washington County (STH 60 to CTH K), and CTH K west of STH 83 from Washington County to the Town of Addison.

C. The Town of Hartford and Town of Polk will enter into a separate joint resolution agreement to define the service, maintenance, and improvement responsibilities.

4. The Village of Richfield accepts the portion of the Transferred Road located within its jurisdiction and acknowledges full responsibility for the ownership and maintenance thereof and all the associated land lying thereunder and adjacent thereto, including all culverts, sidewalks, signage and signals associated therewith, more specifically described below, subject to the conditions and requirements:

Those lands located in the Village of Richfield and Town of Erin lying contiguous in the following described line as used for highway purposes: Commencing at the Southwest corner of Section 7, Town 9 North, Range 19 East; thence northerly on the west line of the Southwest Quarter of Section 7 a distance of 33.00 feet, to the point of beginning; thence continuing along the west line of the Southwest Quarter, a distance of 2623.09 feet, to the Northwest corner of the Southwest Quarter of Section 7; thence northerly along the west line of the Northwest Quarter of Section 7, a distance of 2641.19 feet, to the Northwest corner of Section 7; thence northerly along the west line of the Southwest Quarter of Section 6, a distance of 2647.90 feet, to the Northwest corner of the Southwest Quarter of Section 6; thence northerly along the west line of the Northwest Quarter of Section 6, a distance of 3031.87 feet, to the Northwest corner of Section 6.
A. County pays to Richfield a lump sum amount of $250,000 as full and final payment for the current depreciated value of the entire physical infrastructure of County Trunk Highway "CC" as described above, with payment of same made to the Village contemporaneously with the transfer described herein.

B. Richfield shall enter a separate agreement with the County concerning transfer approximately 0.50 miles of Pioneer Road from STH "175" to Mayfield Road to County.

C. The Village of Richfield must annex the right of way of CTH "CC" as described above or enter a joint resolution with the Town of Erin for service, maintenance, and future improvements. Service, maintenance, and improvements will be the responsibility of the Village of Richfield beginning October 31, 2018.

5. The parties acknowledge that the County has completed the following work in anticipation of the signing of this Agreement and subsequent transfer:

   A. Provided traffic-bond shoulder improvements along the 3.0 miles of CTH "CC" on the designated right-of-way in the north-south travel lanes.
   B. Provided crack-filling along the 3.0 miles of CTH "CC."
   C. Provided pea-gravel seal coating along the 3.0 miles of CTH "CC."
   D. Provided traffic line painting along the 3.0 miles of CTH "CC."

6. The County, Town of Erin, Town of Hartford, Town of Polk and Village of Richfield acknowledge that consent and approval of the Wisconsin Department of Transportation is required and agree to cooperatively take all necessary steps to obtain this said consent and approval.

7. Upon the transfer, the Town of Hartford will rename County Trunk Highway "CC" to "Old CC".

8. Upon the transfer, the Village of Richfield will rename County Trunk Highway "CC" to "Old CC".

9. The County will remove all County Trunk Highway "CC" route markers from the Transferred Road as described above but will leave all other traffic control devices in place for use, maintenance or disposal by the Town of Hartford and Village of Richfield, for portions in their jurisdiction respectively.

10. By signing this agreement, the Town of Erin has agreed to the jurisdictional transfer of County Trunk Highway "CC" as set forth in this document.

11. The actual transfer of jurisdiction shall occur on October 31, 2018 unless another date is agreed to by the parties or their designees.

12. The Town of Erin, Town of Hartford, Town of Polk and Village of Richfield acknowledge that consent and approval of the Wisconsin Department of Administration is required for the annexation of that portion being transferred to the Village of Richfield on County Trunk Highway "CC". All parties agree to
work cooperatively and within state regulations for the annexation of the right of way as described in number 4 above

WASHINGTON COUNTY BY:

County Board Chairperson
Date: ____________________________

Ashley Reichert, County Clerk
Date: ____________________________

Dennis Kenealy, Chairperson
Date: 8-20-18

TOWN OF ERIN BY:

Julie Kriewaldt, Clerk
Date: 8/20/2018

TOWN OF HARTFORD BY:

Maurice Strupp, Chairperson
Date: Aug. 27, 2018

Rebecca Schuster, Clerk
Date: Aug. 27, 2018

TOWN OF POLK BY:

Albert Schulteis, Chairperson
Date: 9-11-18

VILLAGE OF RICHFIELD BY:

John Jeffords, President
Date: 8-16-18

Jim Healy, Clerk
Date: 8-16-18
October 8, 2018

Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

Town of Polk
3680 STH 60
Slinger, WI 53086

RE: Pioneer Road Jurisdictional Transfer Update, STH 175 to Richfield Parkway

Dear Butch and John,

Thank you both for working with Washington County and each other on this multi-municipal multi-jurisdictional transfer agreement. I am pleased to announce that all the agreements have been approved and signed by their respective municipalities.

I would like to take this opportunity to relay the next steps in the process:

1. Maintenance of Pioneer will transfer from the Village of Richfield and Town of Polk to Washington County on October 31, 2018 in accordance with the agreement. This includes, but is not limited to, grass cutting, snow plowing, access permitting, painting, etc...

2. The jurisdictional transfer agreement has been included for your records. Washington County will forward the agreement to the State of Wisconsin for their review and approval. The State must approve all the agreements before they can take full effect. Should the State not approve the transfer, the agreements would become null and void.

3. Washington County is currently working with the Department of Transportation on the plan for improvements along Pioneer Road. The road is still on schedule for reconstruction in 2020. We will continue to inform both municipalities of any updates to the plans.

4. Following the State approval of the jurisdictional transfers and the road reconstruction, Washington County will work with the municipalities on the official road name change. At that time, we will also work with you on address changes along Pioneer Road. In the interim, the road name and addresses should remain unchanged.

Thank you again for working with us on the jurisdictional transfer. Should you have any questions or concerns, please contact me at (262)335-6881 or scott.schmidt@co.washington.wi.us.

Sincerely,

Scott M. Schmidt
Highway Commissioner, PE, PLS
Dear Chairman and President,

Thank you both for working with Washington County and each other on this multi-municipal multi-jurisdictional transfer agreement. I am pleased to announce that all the agreements have been approved and signed by their respective municipalities.

I would like to take this opportunity to relay the next steps in the process:

1. Maintenance of CTH CC will transfer to the Village of Richfield and Town of Hartford on October 31, 2018 in accordance with the agreement. This includes, but is not limited to, grass cutting, snow plowing, access permitting, painting, etc... I have included a copy of the joint resolution between the Town of Hartford and Town of Polk for the maintenance of the northerly 1 mile of CTH CC.

2. Payments as outlined in the jurisdictional transfer agreement will be processed by the County and sent out on November 2, 2018.

3. The jurisdictional transfer agreement has been included for your records. Washington County will forward the agreement to the State of Wisconsin for their review and approval. The State must approve all the agreements before they can take full effect. Should the State not approve the transfer, the agreements would become null and void, and the funds provided as part of the agreement must be returned to the County.

4. Prior to the State approval of the transfer, the Village of Richfield must annex those lands within the existing right of way of CTH CC that lie within the Town of Erin. It is my understanding that the Washington County Planning and Parks Department will be assisting the Village with the annexation process.

5. The annexation must be approved by the State Department of Administration prior to the Department of Transportation approving the agreements.

6. Following the State approvals of the annexation and jurisdictional transfers, Washington County will work with the municipalities on the official road name change. At that time, we will also work with you on address changes along CTH CC. In the interim, the road name and addresses will remain unchanged.
Thank you again for working with us on the jurisdictional transfer. Should you have any questions or concerns, please contact me at (262)335-6881 or scott.schmidt@co.washington.wi.us.

Sincerely,

Scott M. Schmidt
Highway Commissioner, PE, PLS
MEMORANDUM OF UNDERSTANDING

BETWEEN

TOWN OF HARTFORD
AND
VILLAGE OF RICHFIELD

This Memorandum of Understanding (MOU), made and entered freely into between the Town of Hartford, hereinafter called the “Town” and the Village of Richfield, hereinafter called the “Village”, clarifies the responsibilities for snow removal along CTH CC in the Village of Richfield. It is understood that in the future the name of CTH CC may change, but the spirit and intent of this agreement shall be intact and deemed enforceable.

GENERAL

WHEREAS, this MOU is predicated on the belief that the Town and Village will approve the requested jurisdictional road transfer agreement prepared by Washington County Highway Commissioner Scott Schmitt and that the State Wisconsin Department of Transportation (WisDOT) ratifies the proposed jurisdictional transfers; and

WHEREAS, this MOU is limited to snow removal and does not encumber, bind, or require any additional maintenance or costs outside of each municipality’s jurisdictional boundary; and

MUNICIPAL RESPONSIBILITIES

A. The Town agrees during the winter snow season, approximately November through March, that pursuant to their ordinary and customary policies for snow removal, that they will plow the north and south travel lanes of CTH CC from the Village’s jurisdictional boundary south 2,612’ to Fox Hollow Drive. Please refer to Exhibit “A”, attached herein and incorporated by reference for the area described in question.

B. The Village agrees that prior to November 1st of each calendar year, the Public Works Department shall provide the Town with approximately 5 yards of sodium chloride material (ie: bulk highway salt), transported in a Village vehicle, to a location approved by the Town.

DUTY TO COOPERATE

A. Each party hereto shall commence, carry on and complete its obligations under this agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this agreement and all applicable laws.

SEVERABILITY

A. The various provisions of this agreement are declared to be severable and the finding of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this agreement and the same shall continue in effect unless modified by the parties.
NO THIRD-PARTY RIGHTS

A. This is an agreement between the Town and Village, and nothing herein creates any rights in any third person.

LIABILITY

A. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this agreement. Nothing contained within this paragraph or contract is intended to be a waiver or estoppel of the municipality or its insurer to rely upon the limitations, defenses, and immunities contained with Wisconsin law, including those contained with Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

ENTIRE AGREEMENT AND AMENDMENTS

A. The entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this agreement shall not be amended by any fashion except in writing, executed by the parties.

Village of Richfield

By: __________________________
Title: __________________________
Date: __________________________

Town of Hartford

By: __________________________
Title: __________________________
Date: __________________________
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: October 18, 2018

SUBJECT: Rezoning Petition – Steven Schmidt, Tax Key: V10_008800D A-1/F-1 to Rs-1/F-1

DATE SUBMITTED: October 11, 2018

SUBMITTED BY: Jim Healy, Village Administrator

**POLICY QUESTION:** DOES THE VILLAGE BOARD WITH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION TO APPROVE THE PROPOSED REZONING PETITION?

**ISSUE SUMMARY:**

For the last several months, Village Staff and the Village’s professional consultants have been reviewing conceptual designs for a proposed land division by Steven Schmidt for his property identified by Tax Key: V10_008800D as a part of his proposed rezoning petition. Last month, the Public Hearing was adjourned at the request of the petitioner so that additional details could be worked out with the Village regarding the proposed land division and the temporary turnaround. Staff is pleased to report that the applicant has met the concerns of the Village Engineer’s comments dated June 25, 2018.

Like last month, Mr. Schmidt is proposing to rezone the property from A-1, Exclusive Agricultural District and F-1, Floodplain District to Rs-1, Country Estates District and F-1, Floodplain District. The very first thing that Staff must look at when they are petitioned for rezoning is if the proposal is consistent with the Village’s adopted Future Land Use Plan. In this instance, the proposed rezoning category of ‘single family’ is consistent with the current Future Land Use Plan for the Village. The surveyor for the applicant has provided a Rezoning Map and legal description of the area to be rezoned.

On October 4th, the Plan Commission made the following motion:

**Motion by Commissioner Bartel to recommend Village Board approval of Ordinance O2018-05-01, an Ordinance to rezone property identified by Tax Key: V10_008800D, as described in the attachment subject to the following Specific Conditions of Approval:**

1) The applicant receive approval from the Village Board for the proposed CSM.
2) The applicant must provide a letter from the Wisconsin DOT regarding the grant of access for the two (2) properties created.
3) The applicant shall pay all professional fees related to the application.

Seconded by Trustee Collins; Motion passed without objection.

To date, the applicant has not provided Staff with the requested letter from the Wisconsin DOT regarding the access to the properties. This was one of the additional requested conditions of approval by the Plan Commission. Again, this proposed ordinance for rezoning will not go into effect until said letter is received, a CSM is approved by the Village Board, and all outstanding professional fees are paid by the applicant.
MEETING DATE: October 18, 2018

SUBJECT: Rezoning Petition – Steven Schmidt, Tax Key: V10_008800D A-1/F-1 to Rs-1/F-1
DATE SUBMITTED: October 11, 2018
SUBMITTED BY: Jim Healy, Village Administrator

FISCAL IMPACT:

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<td>Residual or Support/Overhead/Fringe Costs: Maintenance</td>
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ATTACHMENTS:

1. Rezoning Map by Accurate Surveying & Engineering LLP
2. Ordinance 02018-05-01, an Ordinance Rezoning Tax Key: V10_008800D
3. Class II Public Hearing Notice published in the Daily News
4. Letter dated June 25, 2018 from Village Engineer Ron Dalton
5. Washington County GIS of Subject Property

STAFF RECOMMENDATION:

Motion to approve Ordinance 02018-05-01, an Ordinance to rezone property identified by Tax Key: V10_008800D, as described in the attachment subject to the following Specific Conditions of Approval:

1) The applicant receive approval from the Village Board regarding the proposed land division for the rezoning ordinance to be ratified.
2) The applicant must provide a letter from the Wisconsin DOT regarding the grant of access for the two (2) properties created.
3) The applicant shall pay all professional fees related to the application.
RE: Legal description of area to be rezoned to Rs-1 (Lots 1-3 and Outlot 1)

Part of Lot 1 and part of Lot 2 of Certified Survey Map No. 5572 as recorded in Volume 40 of Certified Survey Maps on pages 95-97, as Document No. 968308, all of Parcel 136, and part of Parcel 137 of Transportation Project Plat 2703-03-20 - 4.17, recorded as Document 1383167, being part of the NE Fractional 1/4 of the NE 1/4, part of the SE 1/4 of the NE 1/4 of Section 5, Township 9 North, Range 19 East, Town of Richfield, Washington County, Wisconsin, which is bounded and described as follows:

Beginning at the East Quarter corner of said Section 5; thence S 88°18'15" W, along the south line of said NE 1/4, 1316.22 feet, to the southwest corner of said Lot 2; thence N 00°10'59" W, along the west line of the E 1/2 and NE 1/4, 1888.35 feet, to a point of intersection of the north right-of-way line of Whitetail Run; thence N 89°49'01" E, along the easterly extension of said north right-of-way line, 70.00 feet; thence S 00°10'59" E, at right angles, 66.00 feet; thence S 48°25'38" E, 481.24 feet; thence N 89°49'01" E, 888.22 feet, to a point in the east line of said NE 1/4; thence S 00°07'34" E, along said east line of the NE 1/4, 1467.12 feet, to the point of beginning. EXCEPTING THEREFROM all lands within the 100 year Flood Plain. Containing 46.806 acres (2,038,891 square feet) more or less.
AN ORDINANCE TO REZONE A PORTION OF TAX PARCEL V10-008800D VILLAGE OF
RICHFIELD AND TO AMEND THE ZONING MAP OF THE VILLAGE OF RICHFIELD
PURSUANT TO SECTION 70.163 OF THE MUNICIPAL CODE

WHEREAS, the property owner is acting as the petitioner to rezone a portion of the following parcel of
land: Tax Key: V10-008800D in the Village of Richfield; and

WHEREAS, the subject property contains approximately 44.74 acres; and

WHEREAS, the property owner is requesting to change the zoning of the property, consistent with the
proposed Rezoning Map attached hereto and incorporated herein; and

WHEREAS, only those areas zoned A-1, Exclusive Agricultural District are proposed to be rezoned to
Rs-1, Country Estates District; and

WHEREAS, the areas zoned F-1, Floodplain District as defined and outlined by FEMA and the
Wisconsin DNR shall remain in-tact; and

WHEREAS, when the subject property was developed by CSM No. 5572, the property was zoned A-1;
and

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

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

WHEREAS, the Plan Commission conducted a public hearing on October 4, 2018; and

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

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

Section 2. Effective Date
This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

Adopted this ___ day of ____, 2018

John Jeffords, Village President

Attest: Jim Healy, Village Administrator/Clerk
PLEASE TAKE NOTICE:

Notice is hereby given, pursuant to Section 19.84, Wis. Stats., and provisions of the Village of Richfield Code of Ordinances, that the Village of Richfield Plan Commission will conduct one (1) public hearing on Thursday, June 7, 2018 at 7:00 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI 53033 to consider the following:

1) To rezone a portion of property identified by Tax Key: V10_008800D from A-1, Exclusive Agricultural District and F-1, Floodplain District to Rs-1, Country Estates District and F-1, Floodplain District.

For information and maps depicting this rezoning petition, please contact Jim Healy, Village Administrator at (262)-628-2260. This map is available during normal business hours. All interested parties will be heard. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's Office at (262)-628-2260 with as much advanced notice as possible.

Dated this May 23, 2018.

Publication Dates:
May 26, 2018
May 31, 2018

Jim Healy
Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033
(262)-628-2260
June 25, 2018

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

RE: 2nd Revision Preliminary Certified Survey Map (CSM) Review, Steven Schmitt
Property North of Steeple View Estates

Dear Mr. Healy,

We have completed our review of the above referenced 2nd revision to a preliminary CSM received on June 20, 2018. The preliminary CSM was prepared by Accurate Surveying & Engineering LLP, Donald J. Thoma, R.L.S. We have the following comments and recommendations:

- Section 330-42 of the Village Code suggests that lots with more than 5 sides should be avoided. Lot 1 has more than 5 sides.
- Consider the extension of Whitetail Run through to Pioneer Road or STH 164, or terminate Whitetail Run in a cul-de-sac.

If the Village is in agreement with the proposed land division we will need additional information to evaluate the proposed CSM such as:

- Topographic information to determine the amount of area above the 100 Year Flood Elevation.
- A wetland delineation.

Please contact me at our Cedarburg office (phone 262-204-2341) if you require any additional information or if you have any questions.

Sincerely,

CEDAR CORPORATION

Ron Dalton, P.E.
Director/Office Manager

cc: Donald J. Thoma, R.L.S., Accurate Surveying & Engineering LLP, via email
6d
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: October 18, 2018

SUBJECT: Waste and Recycling Services at Village Hall

DATE SUBMITTED: October 1, 2018

SUBMITTED BY: Jennifer Keller, Administrative Services Coordinator

POLICY QUESTION: DOES THE BOARD WISH TO DIRECT STAFF TO ENTER INTO A NEW, RE-NEGOTIATED 36-MONTH SERVICE AGREEMENT WITH WASTE MANAGEMENT FOR VILLAGE HALL AND PUBLIC WORKS GARBAGE AND RECYCLING SERVICES?

ISSUE SUMMARY:

In September, Village Staff sought bids from the three (3) approved Village waste haulers to see if there was a possibility of cost savings in budget year 2019 and beyond. After soliciting bids from Choice Disposal, Advanced Disposal and Waste Management, the two (2) lowest bids included for your review tonight are from Waste Management and Advanced Disposal. Services solicited were to include weekly pick up at two (2) garbage dumpsters and one (1) recycling dumpster, all containers located in the north Heritage Park parking lot and the Transfer Station lot. Other requirements for service quotations were locks on all three (3) dumpsters, and recycling bins to be provided for all offices.

The Village of Richfield has contracted with Waste Management for garbage and recycling services since 2000. The current agreement with Waste Management, signed in 2010, averages a monthly cost of $590.00. This is a cost for services the Village is currently obligated to pay through the duration of the 36-month agreement, which terminates at the end of May 2019. However, when Staff expressed a desire to change vendors, Waste Management presented a proposal that would become effective immediately and begin a new, 36-month agreement at the newly negotiated price.

Advanced Disposal submitted a service quotation of $151.89 as a monthly cost for service. This quote included weekly service of dumpsters, locks, all service fees, and bin services to offices. This would be a 12-month locked-in rate, and a 5% cap placed on annual cost increases thereafter. The agreement would be in place for 36 months.

In the Waste Management cost proposal, there is a $215.62 monthly rate, which is divided into two amounts, a monthly recycling cost of $91.27 and a monthly garbage collection cost of $124.35. These prices included: weekly service of dumpsters, locks, all fees and bin services for recycling in offices. Other offered discounts included in Waste Management’s pricing are:

- A 5% cap on annual increases to service costs
- A discount of 25% on the first month’s bill
- One (1) additional courtesy pick-up for each of the three (3) dumpsters, annually.

Through negotiations, Staff was able to immediately lower the monthly service cost with Waste Management through competitively bidding the service to both Waste Management and Advanced Disposal. While Advanced Disposal was able to essentially match the Waste Management price, the outstanding financial obligation would remain. The payout of the remaining monthly charges for services through May 2019 with Waste Management is $4,130. Given the fact that the $4,130 is a contractual obligation should the Board decide to switch to Advanced Disposal in 2019, it is a greater value to our taxpayers to maintain our agreement with Waste Management and recognize the proposed savings immediately.
MEETING DATE: October 18, 2018

SUBJECT: Waste and Recycling Services at Village Hall
DATE SUBMITTED: October 1, 2018
SUBMITTED BY: Jennifer Keller, Administrative Services Coordinator

<table>
<thead>
<tr>
<th>Fiscal Impact</th>
<th>Reviewed By: Village Deputy Treasurer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Project Costs: None.</td>
<td></td>
</tr>
<tr>
<td>Physical Impact (on people/space): None</td>
<td></td>
</tr>
<tr>
<td>Residual or Support/Overhead/Fringe Costs: None</td>
<td></td>
</tr>
</tbody>
</table>

ATTACHMENTS:
1. Waste Management Service Agreement effective May 24, 2010
2. Waste Management Bid for services
3. Advanced Disposal Bid for services

STAFF RECOMMENDATION:
Motion to authorize the Village Administrator to enter into a 36-month agreement with Waste Management for Village Hall and Public Works weekly trash and recycling services.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY

<table>
<thead>
<tr>
<th>Board Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution No.</td>
</tr>
<tr>
<td>Ordinance No.</td>
</tr>
<tr>
<td>Approved</td>
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<tr>
<td>Other</td>
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<tr>
<td>Continued To:</td>
</tr>
<tr>
<td>Referred To:</td>
</tr>
<tr>
<td>Denied</td>
</tr>
<tr>
<td>File No.</td>
</tr>
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</table>
**SERVICE AGREEMENT**
NON-HAZARDOUS WASTES

---

**CUSTOMER ACCT#**: 477-0046130

**ACCT. NAME**: RICHLFELD, VILLAGE OF

**BILL. NAME**: VILLAGE OF RICHLFELD

**SERV. ADDR**: 1435 HILLSIDE RD

**BILL. ADDR**: 4128 HUBERTUS RD

**CITY, ST, ZIP**: RICHLFELD, WI 53033-9419

**CITY, ST, ZIP**: HUBERTUS, WI 53033-9719

**COUNTY/Parish**: SWAS1

**COUNTY/Parish**: SWAS1

**EFFECTIVE DATE**: 5-24-10

**LAST API DATE**: 05/19/2009

---

**EQUIPMENT/SERVICE SPECIFICATIONS** -

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<th>Loc.</th>
<th>Sys</th>
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<th>Size</th>
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<th>Freq</th>
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</table>

*Enter Map Code/ Driver Notes/Cross Roads/Container Description Here*

---

**CUSTOMER DEPOSIT**

**P.O. NUMBER**

**RECEIPT REQUIRED?**

**TAXABLE**

**AUTHORIZED SIGNATURE**

**DATE**

---

**SCHEDULE OF CHARGES AS REQUIRED**

<table>
<thead>
<tr>
<th><strong>Container Usage Fee</strong></th>
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<tbody>
<tr>
<td>$12.00/month</td>
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<table>
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<th><strong>Locks</strong></th>
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<table>
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<th><strong>Extra Pickup Charges</strong></th>
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<tbody>
<tr>
<td>Per Load: $12.00</td>
</tr>
<tr>
<td>Per Yard: $12.00</td>
</tr>
</tbody>
</table>

<table>
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<th><strong>Delivery Charge</strong></th>
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<table>
<thead>
<tr>
<th><strong>Customer Service Charge</strong></th>
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</thead>
<tbody>
<tr>
<td>$12.00/ea</td>
</tr>
</tbody>
</table>

**Administrative Fee**: $5.00/service

---

**CUSTOMER**

**AUTHORIZED SIGNATURE**

**NAME (PRINT OR TYPE)**

**COMPANY**

**AUTHORIZED SIGNATURE**

**SALESPEOPLE**

**DATE**
Service Agreement
Non-Hazardous Waste Service Summary

Service Information
Name: RICHFIELD TOWN OF
Address: 4128 HUBERTUS RD
City State Zip: HUBERTUS, WI 53033-9719
County/Parish: WASHINGTON
Fax #: (262) 628-7807
Email: dpw@richfieldwi.gov

Billing Information
Name: VILLAGE OF RICHFIELD
Address: 4128 HUBERTUS RD
City State Zip: HUBERTUS, WI 53033-9719
County/Parish: 8WAS1
Fax #: (262) 628-7807
Email: administrator@richfieldwi.gov

Customer Comments: **12 MONTH RATE IS LOCKED**, **FREE / COURTESY PICKUP EACH YEAR FOR EACH CONTAINER**, **25% DISCOUNT IF SIGNED AND RETURNED THIS MONTH**, **5% MAX INCREASE IN BASE RATE IN YEAR TWO & THREE**

Service Description & Recurring Rates

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Equipment</th>
<th>Material Stream</th>
<th>Frequency</th>
<th>Base Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4 Yard FEL Recycling</td>
<td>Single Stream Recycling</td>
<td>1xPer Week</td>
<td>$0.00</td>
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</table>

No increase to Base Rate during first 12 months of Contract Term, except as provided in Section 4(b)(2) of this Agreement.

<table>
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<tr>
<th>Quantity</th>
<th>Equipment</th>
<th>Material Stream</th>
<th>Frequency</th>
<th>Base Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4 Yard FEL Recycling</td>
<td>Single Stream Recycling</td>
<td>1xPer Week</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

No increase to Base Rate during first 12 months of Contract Term, except as provided in Section 4(b)(2) of this Agreement.

Current rate for Extra Pickup (per Lift): $120.00

As Needed Services:

- Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charges apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, surcharges and fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Customer should seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

TERM LENGTH AND RENEWALS: The initial term of this Agreement is for 3 year(s) from the Effective Date (the "Initial Term"), and it shall automatically renew thereafter for successive renewal terms of 12 months (the "Renewal Terms") unless either party sends notice of termination to the other party via certified mail with return receipt at least 90 days, but not more than 180 days, prior to the termination of the then-existing term (specifically by 8/31/2021, and annually thereafter). No increase in charges will apply solely because of any Renewal Term, provided however, that Charges are subject to adjustment during any initial or Renewal Term pursuant to Section 4 of the Agreement.

Customer Initials:

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer. Notice: Customer is required to comply with State of Wisconsin and local laws requiring recycling.

Customer Signature
Date

Printed Name
Title

Waste Management Sales Rep.
Date

Printed Name
Title

Terms and Conditions on following page(s)
Service Agreement
Non-Hazardous Waste Service Summary

Service Information
Name: RICHFIELD, VILLAGE OF
Contact: MIKE GAUTHIER
Address: 1345 HILLSIDE RD
City State Zip: RICHFIELD, WI 53033-3419
County/Parish: WASHINGTON
Customer Comments: **12 MONTH RATE IS LOCKED**, **25% DISCOUNT ON NEXT INVOICE WITH SIGNED SERVICE AGREEMENT TORNED IN TODAY**, **5% MAX INCREASE IN YEAR TWO & YEAR THREE**

Billing Information
Name: VILLAGE OF RICHFIELD
Contact: JIM HEALY
Address: 4128 HUBERTUS RD
City State Zip: HUBERTUS, WI 53033-9719
County/Parish: WIS 1
PO#: 

Customer Initials: 

Service Description & Recurring Rates

<table>
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<tr>
<th>Quantity</th>
<th>Equipment</th>
<th>Material Stream</th>
<th>Frequency</th>
<th>Base Rate</th>
<th>Lock Service Recurring</th>
<th>Fuel &amp; Environmental/RCR</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>4 Yard FEL</td>
<td>MSW Commercial</td>
<td>1xPer Week</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
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</tbody>
</table>

No increase to Base Rate during first 12 months of Contract Term, except as provided in Section 4(b)(i) – (vi) of this Agreement

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Equipment</th>
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<th>Lock Service Recurring</th>
<th>Fuel &amp; Environmental/RCR</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>8 Yard FEL</td>
<td>MSW Commercial</td>
<td>1xPer Week</td>
<td>$ 80.00</td>
<td>$ 5.00</td>
<td>$ 34.35</td>
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No increase to Base Rate during first 12 months of Contract Term, except as provided in Section 4(b)(i) – (vi) of this Agreement

Initial One Time Service Charges*

Current rate for Extra Pickup (per Lift): $ 164.00

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

Administrative Charge: $ 9.00

MONTHLY TOTAL: $ 124.35

Customer's Waste Materials not to exceed an average weight of lbs/yard.

As fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

TERMLNIGHT AND RENEWALS: The initial term of this Agreement is for 3 year(s) from the Effective Date (the "Initial Term"), and it shall automatically renew thereafter for successive renewal terms of 12 months (the "Renewal Terms") unless either party sends notice of termination to the other party via certified mail with return receipt at least 90 days, but not more than 180 days, prior to the termination of the then-existing term (specifically by 7/31/2021, and annually thereafter). No increase in charges will apply solely because of any Renewal Term, provided however, that Charges are subject to adjustment during any Initial or Renewal Term pursuant to Section 4 of the Agreement.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer. Notice: Customer is required to comply with State of Wisconsin and local laws regarding recycling.

Customer Signature: ____________________________
Printed Name: ____________________________
Title: ____________________________
Date: ____________________________

Company Waste Management of Wisconsin, Inc.
Printed Name: ____________________________
Title: ____________________________
Date: ____________________________

Terms and Conditions on following page(s)
Advanced Disposal brings fresh ideas and solutions to the business of a clean environment. As one of the largest publicly held environmental services company in the U.S., we provide integrated, non-hazardous solid waste collection, recycling and disposal services to residential, commercial, industrial and construction customers across 17 states and the Bahamas. Our team is dedicated to finding effective, sustainable solutions to preserve the environment for future generations.

## Trash Disposal Services

<table>
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<tr>
<th>QUANTITY</th>
<th>CAPACITY</th>
<th>FREQUENCY</th>
<th>MONTHLY Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8-yard Trash Dumpster</td>
<td>1x/week</td>
<td>$30.00 / month $10.00 / month</td>
</tr>
<tr>
<td>1</td>
<td>4-yard Recycle Dumpster</td>
<td>1x/week</td>
<td>$20.00 / month $10.00 / month</td>
</tr>
<tr>
<td>1</td>
<td>4-yard Trash Dumpster</td>
<td>1x/week</td>
<td>$20.00 / month $10.00 / month</td>
</tr>
</tbody>
</table>

**OUTLINE OF CHARGES:**

- Standard Monthly Charge - 8-yd Trash & 4-yd Recycle & 4-yard Trash All with locking bars. ............................................. $100.00
- Environmental, Fuel, CBIC, Admin (E-bill) ............ $51.89
- *Fuel Charge fluctuates dependent on National Average Cost of Diesel

**Monthly Charge for Including all Fees: $151.89.**

**NOTE:** Rate Lock for one Year. Rate cap of 5% for each Yr 2 and Yr 3.

Business Name: **Village of Richfield**
Business Service Address: 4128 Hubertus Rd. Hubertus
Contact: Jennifer Keller Phone #: 262-628-2260 x113
Date: 10/11/2018

**Thank you** for the opportunity to provide you with a quotation for your recycling and disposal needs. Please contact me personally at my contact information below to discuss next steps.

Dick Deschane | Account Representative
559 Progress Dr., Hartland WI 53029
Cell: (414) 517-0663 | E: dick.deschane@advanceddisposal.com

**Important!** This is a quotation, not an agreement, for refuse and recycling services, above quotation is subject to the terms and conditions of the Advanced Disposal customer service agreement. This quote is intended only for the business named and contact listed above. This information is privileged, confidential, and exempt from disclosure under applicable law. This quotation is valid for 30 days from the quotation date above.
SUBJECT: Ordinance Amendment to Section 351-45(1)(A)  
DATE SUBMITTED: October 11, 2018  
SUBMITTED BY: Jennifer Keller, Administrative Services Coordinator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ADOPT AN ORDINANCE AMENDMENT, ADDING “BRIDLEWOOD ESTATES SUBDIVISION” TO THE VILLAGE SPEED LIMITS ORDINANCE?

ISSUE SUMMARY:
The Village Board recently adopted R2018-10-02, a Resolution accepting specified infrastructure in Bridlewood Estates Subdivision. With the roadways accepted into the Village, it is now necessary to establish a speed limit to allow for ticket writing authority for the Washington County Sheriff’s Department. The establishment of speed limits established on all roadways, promote safety to vehicles, pedestrians, and those residing along the road.

Establishment of a speed limit for subdivisions is standard practice for the Village. Village Staff are recommending a 25 mile per hour (MPH) speed limit, which is the common limit imposed on residential subdivisions throughout the Village.

FISCAL IMPACT:  
Reviewed By: Village Deputy Treasurer

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

ATTACHMENTS:
1. Ordinance O2018-10-01, an Ordinance to amend Chapter 351, Section 45(A)(1) of the Village Code to establish a speed limit for Bridlewood Estates Subdivision

STAFF RECOMMENDATION:
Motion to approve Ordinance O2018-10-01, an Ordinance to amend Chapter 351, Section 45(A)(1) of the Village Code to include Bridlewood Estates Subdivision as a subdivision with a 25 MPH speed limit.
WHEREAS, the Village of Richfield’s speed limit ordinances are regulated by Chapter 351 of the Village’s Code of Ordinances; and

WHEREAS, the Village desires to ensure that all roadways are regulated by speed limits; and

WHEREAS, the Village regulates speed limits to promote safety of those traversing and residing along the roadway; and

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

Section 1. Section 351-45(A)(1), which is entitled “Limits decreased” is hereby amended as follows:

INSERT in Alphabetical order:

Bridlewood Estates

Section 2. Effective Date
This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

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

Adopted this 18th day of October, 2018

John Jeffords, Village President

Attest: Jim Healy, Village Administrator
VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: October 18, 2018

SUBJECT: Content Management System Upgrade with CivicPlus

DATE SUBMITTED: October 9, 2018

SUBMITTED BY: Jennifer Keller, Administrative Services Coordinator

POLICY QUESTION: DOES THE BOARD WISH TO DIRECT STAFF TO ENTER INTO AN AGREEMENT WITH CIVIC PLUS FOR
THE PURPOSE OF UPDATING ITS CONTENT MANAGEMENT SYSTEM (CMS)?

ISSUE SUMMARY:

CivicPlus has been the Village’s website servicer since 2012 when it won a free website re-design. Since that time, Civic Plus has hosted the Village’s webpage utilizing the “Version 4” web support and design for maintenance of the 200+ pages on our site over the last six (6) years.

Staff was notified during the summer that Civic Plus has decided to no longer service the Village’s current Version 4 content management system. All users still using the Version 4 system will need to migrate its data over to “Version 5” if they wish to continue receiving security and system support. Although Version 5 has been in existence for approximately two (2) years, Staff has deferred this upgrade because of the costs associated with such a change. However, due to the number of customers Civic Plus is migrating over to this new content management system, the cost of the upgrade was presented as negotiable.

Tonight, the Board is asked to consider the agreement amount of $6,875 for a 2019 website redesign and upgrade to “Version 5”. This cost is approximately a 50% reduction in cost from the initial $14,000 figure Staff was previously presented when discussing a website upgrade approximately one (1) year ago. Additionally, Staff also negotiated a lower annual maintenance cost for our website hosting in the amount of $4,400 instead of the current maintenance fees of $5,500.

The upgrade of the Village’s content management system will take approximately 6-8 months and would include a Civic Plus team that assists in training and web design consulting. This upgrade would entail updated mobile usability, ADA accessibility, and various CSM features which make Civic Plus the leader in municipal web design. Examples of websites that have been recently redesigned using “Version 5” have been included in the attached documents, however, much of the upgrade is on the “back-end” of the site. “Version 5” will also provide needed ADA compliance, which is something our website currently lacks. The largest deficiency in our current website is that it is not “mobile friendly”, which means the visuals and screen navigation as depicted on a desktop screen do not seamlessly translate onto a mobile device screen. As provided in the supplemental material, close to 40% of Village website views in the last year were conducted on a mobile device- that is a staggering figure. This statistic is anticipated to grow exponentially as time passes.

In order to begin work in 2018, a deposit of $1,000 would be required as initial payment to Civic Plus this year. The Village is still negotiating with Civic Plus because they’ve requested the remaining dollars on January 1, 2019, but Staff proposed to them that the Village provide 50% of the remaining balance of the project cost at the new year and the remaining balance of approximately $2,935 would be paid upon the completion of the project.
**VILLAGE OF RICHFIELD**

**VILLAGE BOARD COMMUNICATION FORM**

**MEETING DATE:** October 18, 2018

**SUBJECT:** Content Management System Upgrade with CivicPlus

**DATE SUBMITTED:** October 9, 2018

**SUBMITTED BY:** Jennifer Keller, Administrative Services Coordinator

**FISCAL IMPACT:**

Initial Project Costs: $6,875

Future Ongoing Costs: $4,400/yr (reduced from $5,500)

Physical Impact (on people/space): None

Residual or Support/Overhead/Fringe Costs: Annual Maintenance Costs

**ATTACHMENTS:**

1. Civic Plus Redesign Service Agreement
2. Civic Plus annual web traffic report for Village of Richfield
3. Redesign timeline
4. Version 5 redesign examples

**STAFF RECOMMENDATION:**

Motion to allow the Village Administrator to negotiate the billing process with Civic Plus and enter into an agreement with their organization for the required content management system upgrade in the amount of $6,875.

**APPROVED FOR SUBMITTAL BY:**

[Village Staff Member]

[Village Administrator]
CivicPlus Redesign Sales Form

<table>
<thead>
<tr>
<th>Organization</th>
<th>Village of Richfield</th>
<th>URL</th>
<th><a href="http://richfieldwi.gov/">http://richfieldwi.gov/</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>4128 Hubertus Rd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>Hubertus</td>
<td>State</td>
<td>WI</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Postal</td>
<td>Code 53033</td>
</tr>
<tr>
<td>CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Contact &amp; Mobile Phone</td>
<td>Jim Healy (262) 349-1561</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Contact &amp; Mobile Phone</td>
<td>Jennifer Keller (608) 573-1549</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Contact</td>
<td>Deanna Hupe</td>
<td>E-Mail</td>
<td><a href="mailto:deputytreasurer@richfieldwi.gov">deputytreasurer@richfieldwi.gov</a></td>
</tr>
<tr>
<td>Phone</td>
<td>(262) 628-2260</td>
<td>Ext.</td>
<td>114</td>
</tr>
<tr>
<td>Fax</td>
<td>(262) 628-2984</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Address</td>
<td>Same as Above</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address 2</td>
<td></td>
<td></td>
<td></td>
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<td>ST</td>
<td>Postal</td>
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<td></td>
<td></td>
<td>Exempt #</td>
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<tr>
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<td>Account</td>
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<tr>
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<td></td>
<td>Rep</td>
<td></td>
</tr>
<tr>
<td>Info Required on Invoice (PO or Job #)</td>
<td>N.A.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Contact</td>
<td>Deanna Hupe</td>
<td>Email</td>
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<tr>
<td>Fax</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Project Contact</td>
<td>Jennifer Keller</td>
<td>Email</td>
<td><a href="mailto:asc@richfieldwi.gov">asc@richfieldwi.gov</a></td>
</tr>
<tr>
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<td>Fax</td>
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<td></td>
</tr>
</tbody>
</table>

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CivicPlus Redesign Project Deliverables

CivicPlus Project Development Services & Scope of Services for Website Redesign
All Quotes are in US Dollars and Valid until 11/30/18

Design & Project Overview

- **Design**
  - New design for website layout and theme.
  - Content styling is updated to match theme.
  - Redesign of graphic button icons.

- **Project Management**

- **Content**
  - Migration of 250 pages of existing content
  - Content Optimization
  - Spelling and broken links will be checked and updated by content team where possible. Additional report will be provided to client.
  - Content will not be rewritten, reformatted or broken up.
  - New pages will not be created.

- **Training**
  - Two (2) four (4) hour block virtual training for 2 people with a preset agenda that will be scheduled during the project.
  - Two (2) four (4) hour block of virtual consulting.

- **CivicPlus Recurring Redesign**
  - With our recurring redesign option, you are eligible to receive a basic website redesign with no further out-of-pocket expense at the end of every fourth year of continuous service.

<table>
<thead>
<tr>
<th>Monthly/Annual Fee</th>
<th>One Time Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$6,875</td>
</tr>
</tbody>
</table>

Annual Increase (subject to 5% annual increase starting with next bill) $0

Total One-Time Fee $6,875

Total Due upon signing (depends on payment terms) $6,875

Controlling Documents
1. Performance under this Redesign Sales Form is subject to the terms and conditions of the Master Services Agreement ("MSA") and the original website development statement of work ("SOW") between CivicPlus and Richfield, WI.
   a. In the event a conflict of terms exists between any of the foregoing documents, the MSA's terms shall control, followed by the terms in the original development SOW.

Billing and Payments

2. The Total First Year Fees shall be invoiced as follows:
   - Upon signing — $1,000 of the Total First Year Fees;
   - January 1, 2019 — the remaining $5,875 of the Total First Year Fees: $2,973.50 (50% of remaining $5,875)

3. Project completion and Website is live - $2,973.50 (remaining project balance)

3.4. Invoicing for Year 2 Annual Services begins on the date of the original website SOW was invoiced and is subject to 5% annual increase.

4.5. After initiation of this CP Website Redesign Package contract, Client will begin building eligibility for a CP Website Redesign. After 48 months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Website Redesign.

Acceptance
We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.
Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.
### Addendum to the Redesign Sales Form - Annual Support, Maintenance and Hosting Services

<table>
<thead>
<tr>
<th>Support</th>
<th>Maintenance of CivicPlus Application &amp; Modules</th>
<th>Hosting</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)</td>
<td>Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License</td>
<td>Shared Web/SQL Server DNS Consulting &amp; Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection &amp; Prevention Antivirus Protection Upgrade Hardware</td>
</tr>
</tbody>
</table>
Richfield, Wi + CIVICPLUS

Local government partners since 2012
Top Level Information

- **Total Visits**: 64,909
- **Total Site Searches**: 2,588
- **Avg. Visit Duration**: 2:25
- **Increase in site traffic over the last 12 months**: -15%
- **Total Page Views**: 109,905
- **Total Unique Page Views**: 84,638
- **Actions Per Visit**: 2.7
Top Visited Pages

1,439 VISITS
Village Board

1,276 VISITS
Building Inspections

1,061 VISITS
Assessor

807 VISITS
Garbage & Recycling

781 VISITS
Property Tax information

651 VISITS
Maps

CIVICENGAGE
Mobile Statistics

Mobile Traffic

- 2016: 37%
- 2017: 37%

Percent of Traffic

Mobile Device

- Smartphone: 64%
- Tablet: 29%
- Desktop: 7%

36% of your site traffic comes from a mobile device.

80% of internet users own a smartphone.

Smart Insights, 2019
CLOSED SESSION