AGENDA
VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
May 16, 2019
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. REPORT: Presentation by Tom Steinbach, Oconomowoc River Watershed Improvement Program
6. CONSENT AGENDA
   a. Vouchers for Payment
   b. Treasurer’s Report
   c. Meeting Minutes – March 21, 2019 and April 18, 2019
   d. Applications for New Operator’s Licenses
   e. Application for Temporary Operator’s License
   f. Application for Temporary Class B Picnic License Knights of Columbus
   g. Application for Temporary Class B Picnic License Richfield Historical Society
   h. Resolution No. R2019-05-01, A Resolution Honoring Lisa Hartlund for her Service as a Park Commission Member
   i. Resolution No. R2019-05-02, A Resolution Honoring Rick Hillman for his Service as a Board of Review Member
   j. Resolution No. R2019-05-03, A Resolution Honoring Bill Neureuther for his Service as a Administrative Review Board Member
7. DISCUSSION/ACTION ITEMS
   a. Discussion/Action regarding appointments to the Village’s various Boards and Commissions
   b. Discussion/Action regarding a “Liquor License Transfer Agreement” or “Cooperative Plan and Permanent Boundary Agreement” with the Town of Lisbon for the consideration of a Reserve “Class B” Liquor License
   c. Discussion/Action regarding petitioned application for Alcohol Beverage Retail License for a new Reserve “Class B” Liquor License for establishment - Bases Taste of Country, located at 3190 County Line Road
   d. Discussion/Action regarding a petitioned Two-Lot extraterritorial plat CSM in the Town of Lisbon for property identified by Tax Key: LBST_0149.999 SPACE4U LLC, petitioner
   e. Discussion/Action regarding a petitioned Two-Lot CSM for property identified by Tax Keys: V10_0482, V10_048100A and V10_048300A Darrell S. and Kris M. Woltmann Rev. Trust, petitioner
   f. Discussion/Action regarding a petitioned Two-Lot and Out Lot CSM for property identified by Tax Key: V10_045400A Lavern H. Wolf Rev. Trust, Betty Jane Wolf Rev. Trust, petitioner
   g. Discussion/Action regarding the contracting of services for the completion of the Village’s 2019 PASER Road Ratings with Kunkel Engineering Group
   h. Discussion/Action regarding the release of a held Letter of Credit for Bridlewood Estates Subdivision Hartford Land Development, LLC, petitioner
   i. Discussion/Action regarding the exploration of an intergovernmental agreement with Washington County for human resource management services
   j. Discussion/Action regarding a 1st Amendment to an established Developer’s Agreement for Kwik Trip gas station/convenience store on property identified by Tax Key: V10_038400A Kwik Trip, petitioner
8. PUBLIC COMMENTS (...Continued)
9. 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, Jennifer Keller, being duly sworn, state as follows:

1. I am an adult resident of the State of Wisconsin, and I make this affidavit on personal knowledge.

2. I hereby certify that I posted a copy of the attached:

   (1) ARB Agenda for 5/15/19 @ 6 PM
   (2) VB Agenda for 5/16/19 @ 7 PM

on 5/10/19 (date), 3:00 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

5/10/19

Date

Personally came before me this 10th day of May, 2019.

Margaret M. Zernike
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

5/10/19

Date

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

Signature

5/10/19

Date
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 16, 2019

SUBJECT: Consent Agenda

DATE SUBMITTED: May 10, 2019

SUBMITTED BY: Donna Cox, Deputy Clerk

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

ISSUE SUMMARY:
Included for your review are the Vouchers for Payment, Treasurer’s Report, Minutes of the March 21, 2019 and April 18, 2019 regular meetings, New Operator’s License Applications, Application for a Temporary Operator’s License, Applications for Temporary Class B Picnic Licenses for Knights of Columbus and Richfield Historical Society and Resolutions R2019-05-01, A Resolution Honoring Lisa Hartlund for her Service as a Park Commissioner, Resolution R2019-05-02, A Resolution Honoring Rick Hillman for his Service as a Board of Review Member and Resolution R2019-05-03, A Resolution Honoring Bill Neureuther for his Service as an Administrative Review Board Member. (The Minutes are Forthcoming).

FISCAL IMPACT:

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

ATTACHMENTS:
1. Vouchers for Payment
2. Treasurer’s Report
3. Minutes – March 21, 2019 and April 18, 2019 → Forthcoming
4. Applications for New Operator’s Licenses (see attached list), Copy of Applications and Background Investigation Reports.
5. Application for Temporary Operator’s License
6. Application for Temporary Class B Picnic Licenses – Knights of Columbus and Richfield Historical Society
7. Resolution No. R2019-05-01, A Resolution Honoring Lisa Hartlund for her Service as a Park Commission Member
8. Resolution No. R2019-05-02, A Resolution Honoring Rick Hillman for his Service as a Board of Review Member
9. Resolution No. R2019-05-03, A Resolution Honoring Bill Neureuther for his Service as an Administrative Review Board Member

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, Treasurer’s Report, Minutes of the March 21, 2019 and April 18, 2019 regular meetings (Minutes Forthcoming) New Operator’s License Applications per the attached list, Application for Temporary Operator’s License, Applications for Temporary Class B Picnic Licenses for Knights of Columbus and Richfield Historical Society, and Resolution No’s, R2019-05-01, R2019-05-02, and R2019-05-03.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN
6a
# VILLAGE OF RICHFIELD
Treasurer's Report for April 30, 2019

## BANK ACCOUNT BALANCES

<table>
<thead>
<tr>
<th>Account Type</th>
<th>Interest Rate</th>
<th>Beginning Balance March 1, 2019</th>
<th>Interest Earned</th>
<th>Ending Balance March 31, 2019</th>
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</thead>
<tbody>
<tr>
<td>Landmark Checking Account</td>
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<td>$1,096,189.95</td>
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<td>$3,237,186.16</td>
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<td>LGIP Fire Impact Fees</td>
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<td>$59,305.70</td>
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<td>LGIP Park Impact Fees</td>
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<td>$59,516.35</td>
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<td>LGIP Tax Account</td>
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<td>$</td>
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<td>-</td>
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<tr>
<td>FNB Entrepreneur Plus Account</td>
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## CERTIFICATES OF DEPOSIT

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<thead>
<tr>
<th>Purchase Date</th>
<th>Expiration Date</th>
<th>Interest Rates</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Westbury Bank</td>
<td>November 4, 2018</td>
<td>2.00%</td>
<td>$264,966.45</td>
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<td>Westbury Bank</td>
<td>October 31, 2019</td>
<td>2.58%</td>
<td>$260,731.47</td>
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**All CD’s are fully FDIC insured**

## LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

<table>
<thead>
<tr>
<th>Purchase Date</th>
<th>Expiration Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hartford Land Development, LLC (Bridgwood Estates)</td>
<td>April 17, 2017</td>
<td>April 17, 2019</td>
</tr>
<tr>
<td>Ogden Midwest Funding II LLC (Bark Lake Estates)</td>
<td>April 20, 2017</td>
<td>April 20, 2018</td>
</tr>
<tr>
<td>US Bank National Association (Kwik Trip Inc)</td>
<td>January 4, 2019</td>
<td>January 4, 2020</td>
</tr>
<tr>
<td>Horicon Bank (Steven Schmidt- Whitetail Run Road Ext)</td>
<td>January 17, 2019</td>
<td>January 17, 2020</td>
</tr>
</tbody>
</table>

Excel/mydocuments/treasurersreport.xls
Will be forthcoming
6 \text{d}
2018-2019

“NEW”

OPERATOR’S LICENSE

APPLICATIONS

• See Attached List
# 2018-19 NEW OPERATORS LICENSES

**Meeting Date:** May 16, 2019  
**Submitted by:** Deputy Clerk, Cox

<table>
<thead>
<tr>
<th>FIRST NAME</th>
<th>LAST NAME</th>
<th>ESTABLISHMENT</th>
<th>COURSE OR LICENSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Michelle</td>
<td>Alpine Retreat</td>
<td>COURSE</td>
</tr>
<tr>
<td>2</td>
<td>Tania</td>
<td>LaCabana</td>
<td>COURSE</td>
</tr>
<tr>
<td>3</td>
<td>Melissa</td>
<td>Fox &amp; Hounds</td>
<td>LICENSE</td>
</tr>
<tr>
<td>4</td>
<td>Celso</td>
<td>LaCabana</td>
<td>COURSE</td>
</tr>
</tbody>
</table>
6 e
2019
TEMPORARY OPERATOR’S LICENSE APPLICATIONS

• See Attached List
## 2019 TEMPORARY OPERATORS

Meeting Date: May 16, 2019  
Submitted by: Deputy Clerk; Cox

<table>
<thead>
<tr>
<th>FIRST NAME</th>
<th>LAST NAME</th>
<th>NAME OF EVENT</th>
<th>DATE(S) OF EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  DONALD</td>
<td>PATNODE</td>
<td>ST. GABRIEL / Knights of Columbus</td>
<td>Saturday, June 8, 2019</td>
</tr>
</tbody>
</table>
6 f - g
2019
Temporary Class B
PICNIC
APPLICATIONS

- St. Gabriel’s - Knights of Columbus
- Richfield Historical Society
WHEREAS, LISA HARTLUND has dutifully served on the Village of Richfield’s Park Commission since 2017; and

WHEREAS, LISA HARTLUND has embodied the spirit of service, hard work, and dedication to her craft during her term on the Park Commission; and

WHEREAS, LISA HARTLUND has offered pertinent input regarding the development of the Village Park and trail system and the long-term master and capital improvement planning of such; and

WHEREAS, During her time on the Park Commission LISA HARTLUND assisted in the development of the Heritage Park Master Plan and the recreational development of Fireman’s Park; and

WHEREAS, the Village of Richfield has expanding youth organizations and individuals that utilize the Village Park system and LISA HARTLUND continually immersed herself in the development of policies and procedures that assist Staff and the community in planning for the use of our parks and the amenities in it; and

WHEREAS, LISA HARTLUND is a valued member of the community through her selfless service and contributions to the Village of Richfield as a whole; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, Wisconsin, that the Village Board in recognition of the significance of this meritorious achievement in public service, do formally congratulate and honor LISA HARTLUND for her public service to the Village of Richfield.

Approved and adopted May 16th, 2019.

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, RICK HILLMANN has dutifully served on the Village of Richfield's Board of Review since 2011; and

WHEREAS, RICK HILLMANN has embodied the spirit of service, hard work, and dedication to his craft during his term on the Board of Review; and

WHEREAS, RICK HILLMANN offered pertinent input regarding Board of Review hearings; and

WHEREAS, during his time on the Board of Review RICK HILLMANN utilized his skill and expertise as a surveyor during deliberations; and

WHEREAS, RICK HILLMANN is a valued member of the community through his selfless service and contributions to the Village of Richfield as a whole; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, Wisconsin, that the Village Board in recognition of the significance of this meritorious achievement in public service, do formally congratulate and honor RICK HILLMANN for his public service to the Village of Richfield.

Approved and adopted May 16th, 2019.

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
6j
RESOLUTION R2019-05-03
A RESOLUTION HONORING BILL NEUREUTHER
FOR HIS SERVICE AS AN ADMINISTRATIVE REVIEW BOARD MEMBER

WHEREAS, BILL NEUREUTHER dutifully served on the Village of Richfield’s Administrative Review Board since 2017; and

WHEREAS, BILL NEUREUTHER has embodied the spirit of service, hard work, and dedication to his craft during his term on the Administrative Review Board; and

WHEREAS, BILL NEUREUTHER previously served on the Administrative Review Board from 1995 to 1997; and

WHEREAS, BILL NEUREUTHER also served 20 years as an elected official for the Town of Richfield, including being elected as Town Chairman; and

WHEREAS, BILL NEUREUTHER is a valued and well-respected member of the community and through his selfless service and contributions to the Town and Village of Richfield he is recognized as being a man of integrity; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, Wisconsin, that the Village Board in recognition of the significance of this meritorious achievement in public service, do formally congratulate and honor BILL NEUREUTHER for his over two (2) decades of public service to the Village of Richfield.

Approved and adopted May 16th, 2019.

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
7a
MEETING DATE: May 16, 2019

SUBJECT: Board and Commission Appointments
DATE SUBMITTED: May 9, 2019
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE RECOMMENDATIONS OF THE VILLAGE PRESIDENT FOR APPOINTMENTS TO THE VILLAGE’S VARIOUS BOARDS AND COMMISSIONS?

ISSUE SUMMARY:
The Board must appoint or re-appoint members to assorted Boards and Commissions. The choices of the Village President will be presented at the meeting for consideration by the Board of Trustees.

<table>
<thead>
<tr>
<th>Board/Commission</th>
<th>Total # of Vacancies</th>
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</thead>
<tbody>
<tr>
<td>Arch. Review Board</td>
<td>2</td>
</tr>
<tr>
<td>Board of Appeals</td>
<td>2</td>
</tr>
<tr>
<td>CIP Admin. Committee</td>
<td>3</td>
</tr>
<tr>
<td>Park Commission</td>
<td>3</td>
</tr>
<tr>
<td>Plan Commission</td>
<td>4</td>
</tr>
<tr>
<td>Residency Board</td>
<td>3</td>
</tr>
<tr>
<td>Administrative Review Board</td>
<td>3</td>
</tr>
</tbody>
</table>

FISCAL IMPACT:
Initial Project Costs: N/A
Future Ongoing Costs: N/A
Physical Impact (on people/space): $30.00 per meeting
Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:
None.

STAFF RECOMMENDATION:
1. Motion to appoint (Appointee A, Appointee B) to a three (3) year term on the Village’s Architectural Review Board.
2. Motion to appoint (Appointee A, Appointee B) to a three (3) year term on the Village’s Board of Zoning Appeals.
3. Motion to appoint (Appointee A, Appointee B, Appointee C) to a one (1) year term on the Village’s Capital Improvement Plan Administrative Subcommittee.
4. Motion to appoint (Appointee A, Appointee B, Appointee C) to a three (3) year term on the Village’s Park Commission.
5. Motion to appoint (Appointee Chair) to a one (1) year term as Plan Commission Chairman and to appoint (Village Trustee) to a one (1) year term as Village Board Representative, in addition to (Appointee A, Appointee B) to a three (3) year term on the Village’s Plan Commission.
6. Motion to appoint (Appointee A) to a one (1) year term, (Appointee B) to a three (3) years term, and (Appointee C) to a five (5) year term on the Village’s Residency Board.
7. Motion to appoint (Appointee, Appointee B, Appointee C) to two (2) year term on the Village’s Administrative Review Board.
<table>
<thead>
<tr>
<th>Resolution No.</th>
<th>Continued To:</th>
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</thead>
<tbody>
<tr>
<td>Ordinance No.</td>
<td>Referred To:</td>
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<tr>
<td></td>
<td>Denied</td>
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<tr>
<td>Approved</td>
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<tr>
<td>Other</td>
<td>File No.</td>
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</tbody>
</table>

Village Staff Member

Village Administrator
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 16, 2019

SUBJECT: Purchase of a Reserve “Class B” Liquor License from the Town of Lisbon

DATE SUBMITTED: May 9, 2019

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ENTER INTO AN AGREEMENT WITH THE TOWN OF LISBON TO OBTAIN A RESERVE “CLASS B” LIQUOR LICENSE?

ISSUE SUMMARY:

Background Context:
Property owners Roger and Rebecca Basse applied for and were granted a Class “B” Alcohol Beverage Retail License in August of 2018 to sell / serve beer (fermented malt beverages) at their business, Basse’s Taste of Country, located at 3190 County Road Q in Colgate. Since that time, the Basse’s have met with Village Staff to inquire about applying for a Reserve License, which would allow for the sale and serving of not just beer (fermented malt beverages) but also liquor, wine and cider at their establishment. Additionally, should the petitioned application for a Reserve license be granted, bottles of unopened wine could also be sold to patrons of the business for consumption off-premises. The Basse’s have expressed interest in doing this. However, for reasons noted in the subsequent agenda item, Staff does not believe that their petition is the highest and best use for this type of a License at this time. As a result, our recommendation is to not enter into an agreement with the Town of Lisbon.

Liquor License Availability:
The Village currently has zero Regular Combination “Class B” Licenses and the three (3) Reserve licenses the Village has accumulated over the years all of which are being utilized, with the last license being issued to Logger’s Park in June of 2018. Wisconsin regulates alcohol beverages under a three-tier system governing production, distribution and sale that is set forth in Chapter 125 of the Wisconsin Statutes. “Alcohol Beverages” means fermented malt beverages and intoxicating liquors. Reserve “Class B” licenses authorize the same sales as non-reserve “Class B” licenses but carry an additional issuance fee, no less than $10,000 and are not eligible for transfer to another premise. Reserve “Class B” licenses were created by the Legislature at the request of the Tavern League of Wisconsin which sought special legislation to protect existing licensees. The number of Reserve “Class B” licenses available to a municipality is determined by engaging in a series of calculations that are described in Wis. Stat. Sec. 125.51(4), entitled “Quotas”. In layman’s term, an increase in a municipality’s quota of Reserve “Class B” licenses may occur through an increase in population, as determined annually by the Department of Administration. 1997 Wisconsin Act 27, the law provided that a municipality’s number of Reserve “Class B” liquor licenses increased by one for each increase of 500 population. Meaning, municipalities only gain an additional Reserve license when the population of the municipality increases by a full 500. At present, the population in the Village of Richfield is 11,703, for the Village to receive an additional Reserve “Class B” license, this number would need to increase by 115.

Liquor License Transfer Agreement:
Per Wisconsin Statute 125.51(4)(e)1, a municipality may make a request to another municipality that is contiguous with, or within 2 miles of, the requesting municipality that the other municipality transfer a Reserve “Class B” license to the requesting municipality. If the request is granted, the Reserve “Class B” license shall be transferred. Deputy Clerk Donna Cox reached out to other communities to purchase from them a Reserve License. The Town of Lisbon was the only municipality willing to negotiate with the Village. Their initial offer was for the Village to enter into a “Liquor License Transfer Agreement” to obtain said License for a fee of $25,000. This agreement is attached herein for your convenience. It is transactional in nature and very straight-forward. Portions of the previously provided language have been omitted as a part of the Board-directed negotiation with the Town of Lisbon. It is the understanding of Staff they are amenable to these changes proposed MS Word Redline. The Town of Lisbon will be considering those proposed changes at their next regularly scheduled meeting.
Cooperative Plan and Permanent Boundary Agreement:
Additionally, and because of the directive from the Village Board, the Town of Lisbon asked if the Village would support entering into a boundary agreement with the Town, thereby supporting their incorporation. In exchange for the boundary agreement, they would give the Village its Reserve “Class B” license without cost. While the Village cannot statutorily annex into another County, the formation of this agreement is problematic. For example, there is conflicting language in this proposal related to the “extraterritorial plat review” authority. While it is not a frequent occurrence, it does happen 1-2 times per year and tonight we are considering an example of where we are exercising this statutory authority. Chapter 10 of the Village’s adopted Comprehensive Plan is limited in its discussion of cooperation with Waukesha County and is limited to a single paragraph shown below. This portion of the plan would need to be extensively rewritten.

“Coordination with Waukesha County and the Village of Richfield has been very limited. This situation is not expected to change significantly in the future. However, if Plans ever proceed for a County Line Road expansion, as has been discussed from Colgate Road to STH 175, it is anticipated the Village will be working in close concert with them to minimize the impact of the Village’s adjacent property owners.” — Chapter 10, Comprehensive Plan

Some additional aspects of this plan to consider are the Village’s own relationships with the adjacent Towns of Erin, Polk and Germantown as well as our contract for Building Inspection Services with the Village of Sussex which historically has been at odds with the Town of Lisbon’s incorporation. On April 29, 2019, the Village received the following correspondence from the Village Administrator in Sussex, Mr. Jeremy Smith:

“It was brought to my attention that the Town of Lisbon is attempting an end run on the incorporation statutes through 66.02162 Wis. Stats., a provision of the law put into apply only to a different case. This is of great concern to the Village of Sussex. Richfield’s continued cooperation with the Village of Sussex on so many matters is greatly appreciated.” — Village Administrator Jeremy Smith via email on April 29, 2019

After speaking with the Village Attorney, who also represents the Village of Sussex, stated that the legal counsel for the Town of Lisbon, Attorney Jim Hammes and his firm interpret the Wisconsin State Statute differently as it applies to this situation as indicated by the Administrator from Sussex. No analysis of his discrepancy has taken place to date. However, Attorney Macy will be present at tonight’s meeting to answer questions regarding the same.

From talking with the Town Administrator for the Town of Lisbon, our understanding is that this Reserve “Class B” Liquor License is not currently being petitioned for by any of their local businesses. It is reasonable to assume that should another opportunity arise for the Village, like a restaurant or tavern, this license may still be available. But it is understood that it is on a first-come, first-serve basis.

Understanding the discussion and dynamic of the Board, tonight a motion for approval and denial has been provided for your convenience. If the Board is of a mind to approve entering into an agreement of some sort with the Town of Lisbon, the one with the least amount of potential for negative impact to our community and preserves our legal rights as a Village is the “Liquor License Transfer Agreement”. As noted in the subsequent agenda item, at the May meeting the Village Board had discussion regarding the amount of money the petitioners would be paying. It appears there was general consensus that if this agreement moved forward, the petitioners should be the $25,000 cost for the Village to receive the license from the Town of Lisbon and then to be fair and equitable to those businesses who also have Reserve “Class B” Liquor Licenses, an additional fee of $10,000 should be paid to the Village of Richfield. That is why in the motion below, the agreement to enter into the “Liquor License Transfer Agreement” with the Town of Lisbon is contingent on the petitioners (Roger & Becky Basse) paying the sum of $35,000. This is a policy decision of the Board.

FISCAL IMPACT:

| Initial Project Costs: | $25,000 or $0.00 |
| Future Ongoing Costs: | Administrative |
| Physical Impact (on people/space): | N/A |
| Residual or Support/Overhead/Fringe Costs: | Variable |

ATTACHMENTS:
1. DRAFT Liquor License Transfer Agreement with the Town of Lisbon – MS Word Redline
STAFF RECOMMENDATION:

To Deny:
Motion to direct the Village Staff to inform the Town Administrator for the Town of Lisbon of its desire to not enter into a Liquor License Transfer Agreement with their municipality at this time.

To Approve:
Motion to authorize the Village Administrator and Village President to execute the “Liquor License Transfer Agreement” with the Town of Lisbon subject to the following Conditions of Approval:

- Subject to the petition for a Reserve “Class B” Liquor License for “Roger & Becky Basse” being approved by the Village Board.
- Subject to the applicant paying all outstanding professional fees.
- Subject to “Roger & Becky Basse” furnishing payment as consideration of said agreement in the amount of $35,000.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

<table>
<thead>
<tr>
<th>Resolution No.</th>
<th>Continued To:</th>
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LIQUOR LICENSE TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement"), is made and entered into by and between the Village of Richfield, a municipal corporation ("Richfield") and the Town of Lisbon, a municipal corporation ("Lisbon") as of the date this Agreement is fully executed.

WHEREAS, Richfield has been petitioned by the owners of "Basse's Taste of Country" located at 3190 County Line Road in the Village of Richfield for a reserve "Class B" combination license; and

WHEREAS, Richfield and Lisbon are both municipal corporations entitled to issue a predetermined number of allocated "Class B" regular combination licenses and "Class B" reserve combination licenses pursuant to the quota system established by Wis. Stat. 125.51; and

WHEREAS, Richfield has met its quota of allocated "Class B" regular combination licenses and "Class B" reserve combination licenses, and as a result, has no further "Class B" combination licenses available to applicants who petition them; and

WHEREAS, Lisbon has not yet met its quota of allocated "Class B" regular combination licenses and "Class B" reserve combination licenses; and

WHEREAS, pursuant to Wis. Stat. 125.51(4)(e), a municipality may transfer its allocated "Class B" reserve combination licenses to another municipality under certain conditions, provided that certain distance and pricing restrictions are met; and

WHEREAS, Lisbon is contiguous to Richfield; and

WHEREAS, Richfield Village Staff, upon the request and petition by the owners of "Basse's Taste of Country" have requested one (1) "Class B" reserve combination license from Lisbon for commercial use in their community regular business operations; and

WHEREAS, Lisbon wishes to transfer one (1) allocated "Class B" reserve combination license to Richfield for commercial use for applicant of "Basse's Taste of Country" pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licenses. Lisbon agrees to transfer to Richfield on the terms hereinafter stated, one (1) "Class B" reserve combination license, (hereinafter individually referred to as "License"). The parties agree that the License being transferred by Lisbon to Richfield, for the aforementioned business purposes, only. Richfield further acknowledges and agrees that the License will be in excess of its allotted quota as set by Wisconsin Statutes and that all requirements of state law shall apply to issuance of the License. In the event the license is not in use for a continuous period of twelve (12) months, such license shall revert back to the Town of Lisbon.
2. Compensation. The total transfer fee to be paid by Richfield to Lisbon for the Licenses is the amount of Twenty-Five Thousand Dollars ($25,000.00) per License for a total transfer fee of Twenty-Five Thousand Dollars ($25,000.00) ("Transfer Fee"). The Transfer Fee shall be paid in a form acceptable to Lisbon and shall be paid immediately upon issuance of License [give Richfield].

3. No Waiver. The failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions in any way, or of the right of the parties to demand strict compliance with the terms of this Agreement. Waiver of any specific provision or requirement of this Agreement shall be in writing signed by both parties. The waiver of any specific provision or requirement of this Agreement shall not constitute a waiver of any other provision or requirement.

4. Indemnification. Richfield shall indemnify and hold harmless Lisbon from all liability from claims for damages arising out of the issuance of the Licenses, provided, however, this hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of state law.

5. Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and to the extent possible without affecting the intent of the parties, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

6. Entire Agreement. This document contains the entire agreement between Richfield and Lisbon with respect to the License and it shall inure to the benefit of and shall bind the parties hereto, their respective heirs, executors, successors or assigns.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

8. Modifications. This Agreement may be amended or modified only by written instrument duly executed by both of the parties hereto.

9. Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as set forth below:
   To Lisbon: Town of Lisbon
   W234N8676 Woodside Road
   Lisbon, Wisconsin, 53089
To Richfield:  
Village of Richfield  
4128 Hubertus Road  
Hubertus, WI 53033

10. Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to affect such delivery. Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section.

11. Time of Essence. Time is of the essence.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

13. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

TOWN OF LISBON

Joseph Osterman, Chairman  
__________________
Date

Dan Green, Clerk  
__________________
Date

VILLAGE OF RICHFIELD

John Jeffords, President  
__________________  
Date

Jim Healy, Admin/Clerk/Treasurer  
__________________  
Date
The Town of Lisbon, a Wisconsin municipal corporation, with its principal place of business located at W234N8676 Woodside Road, Lisbon, Wisconsin 53089 (hereinafter referred to as “Lisbon”), the Village of Richfield, a Wisconsin municipal corporation, with its principal place of business located at 4128 Hubertus Road, Hubertus, WI 53033 (hereinafter referred to as “Richfield”), both collectively referred to as the “Municipalities”, hereby enter into this Cooperative Plan and Permanent Boundary Agreement (hereinafter referred to as “Cooperative Plan” or “Plan”) subject to the approval of the Wisconsin Department of Administration pursuant to its authority under Wis. Stats §66.0307.

RECITALS

WHEREAS, the Town has existed and operated as a Town under the provisions of Chapter 60, Wis. Stats., at all times material hereto; and,

WHEREAS, the Village is an incorporated municipality,

WHEREAS, the Municipalities are of the opinion that intergovernmental cooperation and joint planning, as set forth in the following Plan, will provide for the best use of land and natural resources and high quality and efficient services for residents of both the Town and Village; and,

WHEREAS, This Cooperative Plan is made with the general purpose of establishing permanent boundaries between adjoining municipalities and guiding and accomplishing a coordinated, adjusted, and harmonious development of the territory covered by this Plan of each of the Municipalities; and

WHEREAS, the Municipalities have reviewed and examined their comprehensive plans in preparing this Plan, and have determined that this Plan is consistent with each Municipality's adopted Comprehensive Plan pursuant to Wis. Stats. §66.0307(4); and

WHEREAS, the Municipalities have held a joint public hearing on the Cooperative Plan pursuant to Wis. Stats. §66.0307(4) (b) on ______, 2019, during and after which comments were received and which comments are reflected in the final Cooperative Plan; and

WHEREAS, the Municipalities by adoption and submittal of this Plan, intend to secure their respective abilities to address future growth and development within their respective jurisdictions, and to provide for an orderly growth of lands located in both municipalities;

NOW, THEREFORE, in consideration of the mutual promised of the parties, the receipt and sufficiency of which is mutually acknowledged, the Municipalities hereby agree as follows:

SECTION 1: WITNESSETH

Municipalities enter into this Cooperative Plan under the authority of Wis. Stats. §§66.0307 and petition the Wisconsin Department of Administration for approval in accordance with the statutory procedures and timeframes set forth therein.
SECTION 2: PARTICIPATING MUNICIPALITIES

The Municipalities are adjacent municipalities located in Waukesha and Washington County, Wisconsin, respectively, and enter into and agree to be bound by this Cooperative Plan pursuant to their authority under Wis. Stats. §66.0307.

SECTION 3: ISSUES, PROBLEMS AND OPPORTUNITIES

1. Wis. Statutes §66.0307 allows two or more jurisdictions to negotiate a boundary agreement that is in the best interests of their residents. The Municipalities currently maintain Comprehensive Plans developed in accordance with the provisions of Sec. 66.1001, Wis. Stats. the Municipalities have determined that the provisions of this Plan are consistent with the respective Comprehensive Plans of The Municipalities, copies of which shall be submitted to the Department with the submittal of this Plan.

2. The Municipalities wish to maintain positive intergovernmental relationships, and establishing future planned boundaries will help to achieve this goal. Furthermore, this Cooperative Plan establishes a mechanism for joint planning and shared services, to minimize potential for intergovernmental conflict. As such, this Plan is in the best interests of the residents of the participating Municipalities as well as the region as a whole.

SECTION 4: TERRITORY SUBJECT TO THE COOPERATIVE PLAN

1. Existing Boundary and Future Changes. The existing boundary line between the municipalities, as of the effective date of this Plan, is depicted on Exhibit A, and shall remain the boundary line as between the Municipalities in perpetuity.

2. Extraterritorial Jurisdiction and Map. The Village shall maintain the current extraterritorial jurisdiction in areas in the Town. The current extraterritorial jurisdiction boundaries that are applicable within the Town are shown on Exhibit B.
SECTION 5: DEFINITIONS

1. "Effective Date" shall mean the date this Cooperative Plan is approved by the Wisconsin Department of Administration in accordance with Wis. Stats. §66.0307(5).

2. "Final Adoption Date" shall mean the date the last of the municipalities adopts this Cooperative Plan in accordance with Wis. Stats. §66.0307(4)(d).

3. "Future Boundary Line" shall mean that area as shown on Exhibit A which shall be the permanent and perpetual boundary line between Municipalities.

4. "Land Division" for purposes of this Cooperative Plan shall mean the division of a parcel of land by the owner or sub-divider resulting in the creation of one or more additional parcels or building sites.

SECTION 6: PLANNING PERIOD

The Planning Period, as that term is used and defined in Sec. 66.0307, Wis. Stats., shall continue in perpetuity.

SECTION 7: CONSIDERATION FOR MUTUAL PROMISES

1. The Municipalities agree that this Cooperative Plan represents a compromise between the parties. Richfield agrees that, in exchange for the advantages being provided to Village as provided by this Cooperative Plan listed in Section 10 of this Agreement, it will forego expansion by annexation of real property situated in The Town and also foregoes the exercise of extraterritorial zoning and subdivision control powers in the Town.

2. Town agrees that, in exchange for Village's agreement not to exercise its annexation, extraterritorial zoning and subdivision control powers over real property located in The Town, Village will be granted one of The Town's Reserve Combination "Class B" liquor licenses for use within the Village.

SECTION 8: NEW AND AMENDED VILLAGE AND TOWN PLANS

1. The Municipalities agree to amend their respective comprehensive plans, if necessary, to be consistent with the terms of this Agreement. The Municipalities each agree to share and collaborate with staff from each respective community when amending a comprehensive plan. Involvement may include providing feedback on elements of the comprehensive plan relating to this Agreement to ensure Village and Town plans are consistent with this agreement.

2. The Municipalities agree not to amend a comprehensive plan such that it would be inconsistent with this Agreement, unless that provision is explicitly approved by action of the other party's Board or Council.

SECTION 9: FINANCING AND BUDGET

1. Budget. The Municipalities agree that each Municipality is responsible for its own costs, if any, associated with maintaining or modifying this Agreement, notwithstanding the cost provisions associated with dispute resolution as provided in Section 12 below. No cost sharing is anticipated or deemed necessary in association with the shared services outlined.
in this Agreement. In the event that the Municipalities decide to share costs for services or for maintenance or modifications to this Agreement, in no case shall the expenses be more than 33% of either Municipality's annual budget.

SECTION 10: MUNICIPAL AGREEMENTS

1. The Municipalities shall assure that general municipal services continue to be provided to Village and Town residents during the Term of this Agreement. The services shall be the responsibilities of the respective municipalities.

2. Town shall provide and extend the use of a Reserve Combination "Class B" liquor license as a service to Village, at the Village's request as set forth herein. The Town shall assure that the use of its liquor license(s) is provided to Village through the transfer of a license as may be required by an approval agencies.

3. Village shall not permit any use of any Town liquor license under this Cooperative Plan to serve any person or property located outside of Village.

4. The regulations pertaining to the use of liquor licenses as set by the Wisconsin Department of Revenue, the fees charged for such licenses, and all ordinances relating to the use of these licenses as adopted by the Village Board shall apply to all customers and properties served by such licenses that may be transferred from the Town to the Village.

5. The agreements, commitments and representations made in this Section shall be perpetual and permanent, with the Municipalities expressly intending that the same survive the termination of this Agreement.

SECTION 11: BOUNDARY ADJUSTMENT AREA AS LONG-TERM BOUNDARY BETWEEN THE VILLAGE OF RICHFIELD AND TOWN OF LISBON

Long Term Boundary. The limits of the Village bordering the Town, as shown on Exhibit A, shall constitute the long-term boundary between the Village and Town. The Village, as provided in Section VI of this Agreement, may not annex areas within the Town and may not exercise extraterritorial zoning and subdivision control powers in the Town.

SECTION 12: ECONOMIC GRANT FUNDING

The Municipalities in concert with Waukesha County, Washington County, or other possible partners will endeavor to meet with State legislators, Wisconsin Economic Development Corporation and/or State officials to discuss an overall plan for economic development in the local area and to make application(s) for grant funds to support economic development activities and marketing activities for the region that is the subject of the Cooperative Plan.

SECTION 13: DISPUTE RESOLUTION

1. Scope. All disputes over the interpretation or application of this Plan shall be resolved according to the dispute resolution procedures contained in this Section.

2. Remedies. This Cooperative Plan is intended to provide each party with the right and standing to challenge in Court any action or omission which violates this Plan. This Plan is intended to provide each party with the right and standing to seek any available legal and
equitable remedy to enforce this Cooperative Plan and to seek damages for the breach of this Plan.

3. **Notice of Breach/Dispute.** If a party to this Cooperative Plan believes that the other party is in breach of this Plan, the aggrieved party shall promptly deliver written notice of said breach upon the other party.

4. **Initial Meeting.** The parties shall meet promptly after receipt of a notice of breach or dispute and shall endeavor in good faith to resolve any dispute amicably. If the initial meeting fails to resolve any dispute the parties shall meet again within thirty (30) days after the initial meeting. The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, the parties shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Plan. Failure or refusal of a party to meet promptly and attempt in good faith to resolve any dispute shall be deemed a waiver by such party of any right to recover any litigation expenses or attorney fees other than statutory costs, provided, however, that good faith shall not require an amendment of this Plan.

5. **Nonbinding Mediation.** If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:

   a. Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.

   i. Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within 5 days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chair fails to appoint a mediator, by the American Arbitration Association.

   ii. The mediation shall take place within 45 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.

   iii. In the event that a mediator is used, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 120 days prior to the first scheduled mediation session. The parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.

   iv. The mediator does not have authority to impose a settlement upon the parties but will attempt to help the parties reach a satisfactory resolution of their dispute. All mediation sessions are private. The parties and their representatives may attend mediations sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties shall not rely on, or introduce as evidence in any
intergovernmental cooperative plan between the town of lisbon and the village of richfield

richfield adopted:

lisbon adopted: 

draft 04/09/19

arbitrable, judicial, or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other party in the course of the mediation proceedings.

v. The expense of a mediator, if any, shall be borne equally by the parties.

6. Arbitration. If unresolved after Section 12.5 above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator, they will request an arbitrator from the American Arbitration Association. The parties may agree to an alternative method for the selection of the single arbitrator.

a. The Town and the Village will equally divide the fees of the arbitrator as well as the costs of court reporters, if any. The parties are responsible for the fees of their own attorneys and expert witnesses subject to any award of costs or fees by the arbitrator.

b. The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of the State of Wisconsin. The award is final and binding and shall be enforceable at law. The arbitration provisions of Chapter 788, Wis. Stats. shall apply to the arbitration proceedings unless the parties otherwise agree.

c. The parties agree that arbitration proceedings must be instituted within 1 year after the claimed breach was discovered or in the exercise reasonable diligence could have been discovered and that the failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

7. Limitation on Commencement of Civil Action. No civil action may be commenced until after completion of the process set forth in §§12.3 to 12.5 above, except that a party may commence an action seeking specific performance or injunctive relief prior to this time if, in that party’s good faith judgment, such an action is necessary to protect the public health, safety or welfare. Except as otherwise provided in this Cooperative Plan, the prevailing party in any court action concerning an alleged breach of this Plan shall be entitled to recovery from the other party its reasonable costs and expenses of litigation, including reasonable attorney’s fees.

8. Waiver of Notice of Claim. This paragraph is intended by the parties to waive their respective statutory right to any further notice under Wis. Stats. §839.80(1)(a) to the extent said subsection is applicable.

section 14: miscellaneous terms and conditions

1. No Third Party Beneficiary. This Cooperative Plan is intended to be solely between Municipalities. Nothing in this Cooperative Plan shall be interpreted as giving to any person or entity not part of this Plan any legal or equitable rights whatsoever.

2. No Challenges to this Cooperative Plan. Municipalities hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Cooperative Plan or any of the actions required or permitted by it, or taking any actions, whether directly or indirectly, to oppose in any other way, or to initiate,
promote or support the opposition of this Cooperative Plan or any of the actions required or permitted by it.

3. Amendment. The procedure for amendment of this Cooperative Plan shall be as required in Wis. Stats. §66.0307(8).

4. Good Faith and Fair Dealing. The parties acknowledge that this Cooperative Plan imposes on them a duty of good faith and fair dealing.

5. Severability. The provisions of this Cooperative Plan and the individual parts of each such provision shall be severable. In the event that any provision of this Cooperative Plan, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Cooperative Plan shall survive. In such event, the parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means.

6. Invalid or Ineffective Ordinance. In the event that any Ordinance, which the parties are required or entitled to enact or enforce by this Cooperative Plan is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the parties shall promptly meet to discuss how they might satisfy the intent of his Cooperative Plan by alternative means, including, without limitation, enacting another Ordinance designed to satisfy the court’s objections. The parties shall use their best efforts to find, design and implement the court’s objections. The parties shall use their best efforts to find, design and implement means of successfully accomplishing the intent of this Cooperative Plan. If necessary, the parties shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent, and balance of the benefits and burdens of this Cooperative Plan. In the event the parties are not able to reach an agreement, either party may provide written notice of a dispute to the other and the dispute resolution process set forth in §12.4 through 12.7 shall apply.

7. Successors. This Cooperative Plan shall benefit and be binding upon the successors of Town and Village. Successors include, but are not limited to, a city, village or town being a party to a consolidation and any other governmental entity which may govern the subject territory.

8. Implementation. Municipalities shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of his Plan.

9. References. Any references in this Cooperative Plan to any particular agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance shall be interpreted as applying to the designated agency. Any references in this Plan to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated, amended or renumbered from time to time.

10. Paragraph Titles. Paragraph titles in this Cooperative Plan are provided for convenience only and shall not be used in interpreting this Cooperative Plan.

11. Interpretation. This Cooperative Plan shall be interpreted as though jointly drafted by the parties.

12. Notices. All notices required by or relating to this Cooperative Plan shall be in writing. Each notice shall specifically refer to this Cooperative Plan by name and shall refer specifically.
to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the party receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours or shall be mailed to such Clerk by certified mail, return receipt requested (or equivalent private delivery service):

**Lisbon:**
Attn: Town Chairman
Town of Lisbon
W234N8676 Woodside Road
Lisbon, WI 53089

**Richfield:**
Attn: Village President
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

Each party may change its address (or add addresses for electronic mail, facsimile, or other communications media), for purposes of this Cooperative Plan, by written notice to the other parties pursuant to this paragraph. Each notice shall be effective upon delivery in person or mailing or upon actual receipt without regard to the method of transmission, whichever comes first.

13. **Recording of Cooperative Plan with Register of Deeds.** This Cooperative Plan shall be recorded with the Waukesha County and Washington County Register of Deeds. The recording of this Plan shall provide notice to all property owners within the subject territory of the provisions of this Plan which shall run with the land.

14. **Incorporation.** The recitals are hereby incorporated into this Plan as if they were specifically identified herein. The exhibits attached hereto are hereby incorporated herein.

15. **Division of Assets and Liabilities.** The Municipalities agree that no adjustment relating to division of assets and liabilities were required as a result of any future transfer of land under the terms of this Plan.

**SECTION 15: GENERAL PROVISIONS**

1. **Other Agreements.** This Plan shall supersede all other Agreements entered into between the Municipalities which relate to the subject matter of this Plan.

2. **No Waiver.** The failure of either party to require strict performance with any provision of this Plan will not constitute a waiver of the provision or any of the rights under this Plan. Rights and obligations under this Plan may only be waived or modified in writing. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party.

3. **Performance Standard.** This Plan requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Plan imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld.

4. **Construction.** This Plan shall be literally construed to accomplish in this Plan is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Plan should be construed to give a reasonable meaning to each of its provisions and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.
5. **Enforceability.** The enforceability of this Plan will not be affected by statutory amendments, changes in the forms of Village or Town government, or changes in elected officials. The parties agree that this Plan is binding on their respective successors, agents, and employees.

6. **Smart Growth Law.** The parties acknowledge that this Plan has been executed after the Wisconsin Legislature's enactment of Sec. 66.1001, Wis. Stats., which pertains to comprehensive land use planning. The preceding is generally referred to as "Smart Growth Law." The parties acknowledge that they have entered into this Plan in contemplation of the standards and requirements of the Smart Growth Law. This Plan is intended to be an Intergovernmental Cooperation Agreement under the Smart Growth Law and therefore may be amended, if necessary, to comply with the requirements of the Smart Growth Law.

7. **Incorporation.** The Village agrees that shall not object to any attempt by the Town to incorporate in consideration for the Town's efforts under the terms and conditions of this Plan.

**SECTION 16: COMPLIANCE WITH STATUTORY REQUIREMENTS**

1. **Initial Authorizing Resolutions.** Wisconsin Stats. §66.0307(4)(a) requires that initial authorizing resolutions for the preparation of this Cooperative Plan be approved by each participating municipality before the preparation of this Plan may commence. Authorizing resolutions must be dated and signed by the chief elected official and attested to by the municipal clerk of each municipality participating in this Cooperative Plan. Copies of the Municipalities' initial authorizing resolutions are included herein as Exhibit XX.

2. **Affidavit of Mailing Notice.** Wisconsin Stats. 566.0307(4) requires that copies of the authorizing resolutions be sent to the Wisconsin Department of Administration, Wisconsin Department of Natural Resources Wisconsin Department of Agriculture, Trade and Consumer Protection and Wisconsin Department of Transportation; the clerks of any municipality, school district, vocational technical and adult education district, sewer or sanitary district which has any part of its territory within five (5) miles of a participating municipality; the clerk of each county in which a participating municipality is located; and any county zoning agency or regional planning commission whose jurisdiction includes a participating municipality. A copy of an affidavit attesting to the mailing of copies of the authorizing resolutions to the above parties is included herein as Exhibit XX.

3. **Affidavit of Publication of Public Hearing Notice.** Wisconsin Stats. §66.0307(4)(b) requires the participating municipalities to receive and consider public comments prior to adopting this Cooperative Plan. A copy of an affidavit evidencing the Class 3 notice for the joint public hearing was published and is included herein as Exhibit XX. The Municipalities held a joint public hearing on this Cooperative Plan on the day of , 2019.

4. **Record of Public Participation and Comment.** Wisconsin Stats. §66.0307(4)(c), (d) and (f) require the participating Municipalities to receive and consider public comments prior to adopting this Cooperative Plan. Public comments were received prior to, at and following the joint public hearing. A summary of the public comments is included herein as Exhibit XX. A list of the changes made in response to public comments is included herein as Exhibit XX.
5. **Record of Comments from County or Regional Planning Commission.** Wisconsin Stats. §66.0307(4)(c), (d) and (f) require the participating Municipalities to receive and consider comments from the county zoning agency or regional planning commission on the proposed plan's effect on the master plan adopted by the regional planning commission or development plan adopted by the county and on the delivery of municipal services. A copy of the comments received from the county zoning agency or regional planning commission is included herein as Exhibit XX. A list of the changes made in response to the comments is included herein as Exhibit XX.

6. **Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State.** Wisconsin Stats. §66.0307(4)(d) and (f) require each participating municipality to adopt a resolution adopting a final version of the Cooperative Plan. Copies of the Municipalities' Resolutions indicating adoption of this Cooperative Plan and authorizing transmittal of this Plan to the Wisconsin Department of Administration for review are included herein as Exhibit XX. Each Resolution is dated and signed by the chief elected official and attested by the Clerk from each participating municipality.

7. **IN WITNESS WHEREOF,** the parties will have caused the execution of this Plan by their Duly authorized officers as of the date first written below.

(signatures on following pages)
VILLAGE OF RICHFIELD

By: ____________________________
    John Jeffords, Village Board President

Approved as to form:

______________________________
Village Attorney

______________________________
Donna Cox, Village Deputy Clerk

______________________________
Dan Neu, Village Trustee

______________________________
Rock Brandner, Village Trustee

______________________________
Tom Wolff, Village Trustee

______________________________
Bill Collins, Village Trustee

STATE OF WISCONSIN
   )
COUNTY OF WAUKESHA
   )

Personally, came before me this ___ day of ____________, 2019, the above-named John Jeffords, Village Board President of the Village of Richfield, Donna Cox, Deputy Clerk of the Village of Richfield, and Village Trustees Dan Neu, Rock Brandner, Tom Wolff, and Bill Collins, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Village of Richfield.

Notary Public, State of Wisconsin
My commission __________________
TOWN OF LISBON

By: __________________________
   Joseph Osterman, Town Chairperson

Approved as to form: __________________________

Attest: __________________________

James W. Hammes, Town Attorney

Dan Green, Town Clerk

Tedia Gamirio, Supervisor #1

Marc Moonen, Supervisor #2

Linda Beal, Supervisor #3

Rebecca Plotecher, Supervisor #4

STATE OF WISCONSIN

COUNTY OF WAUKESHA

Personally, came before me the day of , 2019, the above-named Joseph Osterman, Town Chairperson of the Town of Lisbon, Dan Green, Clerk of the Town of Lisbon, and Town Supervisors Tedia Gamirio, Marc Moonen, Linda Beal, and Rebecca Plotecher, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Town of Lisbon.

Notary Public, State of Wisconsin
My commission __________________________
EXHIBITS

Exhibit A: Cooperative Plan Territory and Boundaries
Exhibit XX: Extraterritorial Jurisdiction Map
Exhibit B: Copies of Village and Town Authorizing Resolutions to Prepare Plan
Exhibit C: Affidavit of Mailing Authorizing Resolutions per Wisconsin Stats. S66.0307(4)
Exhibit D: Affidavit of Mailing Class 3 Public Notice per Wisconsin Stats. S66.0307(4)(b)
Exhibit E: Comments Received from Public, County Zoning Agency, and Regional Planning Commission
Exhibit F: Changes Made to Plan in Response to Comments
Exhibit G: Copies of Village and Town Approval Resolutions

Commented [DL7]: Remove if we would like ETC powers removed as part of this.
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 16, 2019

SUBJECT: Alcohol Beverage Retail Application for a new Reserve “Class B” Liquor License for establishment – Basse’s Taste of Country, located at 3190 County Rd Q.

DATE SUBMITTED: May 8, 2019

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE PETITIONED ALCOHOL BEVERAGE RETAIL APPLICATION FOR A RESERVE COMBINATION “CLASS B” LIQUOR LICENSE FOR BASSE’S TASTE OF COUNTRY AND ITS APPOINTED AGENT?

ISSUE SUMMARY:

Please be advised, if the Village Board were to accept the recommendation of Staff to not enter into an agreement with the Town of Lisbon at this time, there are no Reserve “Class B” Liquor Licenses available to give.

The Petitioned “Class B” Liquor License Petition is Sought Under Current Permit Conditions:
The subject property received a Conditional Use Permit in August of 2012. Under their current Conditional Use Permit, they were granted a Class “B” Beer License in 2018. This License allows them to sell beer and other types of fermented malt beverages. They have now petitioned for a Reserve “Class B” Liquor License, which in the previous agenda item was mentioned that we currently do not possess. The only way we would come to have one, is if it were negotiated with the Town of Lisbon in some way, shape, or form. So much of this agenda item depends wholly on what was previously decided as noted in the advisory above.

These types of Licenses are one of only a few economic development tools available to municipalities. Given the current economic climate, the Village is at least two (2) years away from receiving its next Reserve “Class B” Liquor License. At present, the petitioner’s business is seasonal. It operates on limited hours each year with U-Pick fruits and vegetables. But then has expanded hours of operation during their “Pumpkin Fest” which occurs during the month of October. My understanding is that this is the primary time they desire to sell liquor to adults over 21 years of age. It is a policy decision of the Board whether they want to give a license that can be used 365 days a year to this type of a seasonal business. It is the opinion of Staff that the utilization of this type of license on this property and under their current operational constraints is not its highest and best use when compared to the potential for, say, a restaurant. This is consistent with our logic and reasoning for recommending denial of the Holy Hill Art and Farm Market when they sought to receive a similar license.

Once a Reserve “Class B” Liquor License is issued to a property, it cannot be taken away except in very limited circumstances.

At the April Village Board meeting, there was considerable discussion regarding the Board’s desire to attempt to be transparent with the surrounding properties. It was suggested that the property owner consider hosting a meeting at their property whereby adjacent property owners would be able to come and hear about their desire to expand the scope of their operations. Pursuant to the direction of the Village Board, the following day Village Staff reached out to the property owners to ask them if they would like the Village’s assistance putting this meeting together. A conference call later occurred with the property owners along with their legal counsel to discuss the events that transpired at the Board meeting. Staff subsequently learned that the suggested meeting did not take place and neighbors were not notified of the impending Board action as it was recommended they consider doing.

Also discussed at the Board meeting was the fact that with the way the Village has previously handled its Reserve “Class B” Liquor Licenses, a fee of $10,000 was paid to the Village. This occurred with Sobelman’s Pub, Logger’s Park, and the local Veterans of Foreign Wars (VFW) establishment on Bark Lake. What was suggested by Village President Jeffords was that to be equitable with the local business owners and the Veterans in charge of operating the local VFW post, a fee of $10,000 in addition to the fee of $25,000 should be paid by the petitioners. Again, while fundamentally Village Staff is not recommending approval for the license, if the Board is of a mind to grant approval, it is suggested that the amount...
charged for the license be $35,000. This covers the cost of the license from the Town of Lisbon ($25,000) and includes the additional fee of $10,000 so that we are consistent and fair with how we transitionally administer our Reserve “Class B” Liquor Licenses.

Additional Considerations:
Village Staff has been made aware of desired potential modifications to their existing Conditional Use Permit. Their proposal calls for modifications to their existing Site Plan which was previously approved and an expansion of certain uses on the property, such as the utilization of the barn on their property to host weddings and other “life events” at an interval that would not be considered just “seasonal”, perhaps all year round. While their original CUP allowed them the ability to host these types of events, their site has seen change since 2012 and should be reviewed and updated by working with the Plan Commission. Particularly, by focusing on the verbiage related to their seasonal operations. From speaking with the petitioners, the expanded use of the operation would be greater than what their current CUP allows them to do. In a sense, they have ‘outgrown’ their Conditional Use Permit and new types of uses like “Ag Business”, “Agritourism”, etc. could be explored or, if the property owners were interested, a potential rezoning to “Neighborhood Activity Center” which is a more commercialized use that is also consistent with our adopted Future Land Use Map and Comprehensive Plan.

However, before any of these items can take place, the Village’s ordinances related to Conditional Use Administration must be updated. For the second month in a row, a copy of the Draft Conditional Use Administration ordinance has been attached herein for your convenience. It was reviewed on Tuesday, April 9th by the Zoning Code Subcommittee. Since the Plan Commission has yet to hear how the Site Plan and Plan of Operation may change from what presently exists and their Conditional Use Permit has not been updated, Staff believes it is in the best interests of the Village to allow those discussions to occur first before making any decisions regarding the granting of a Reserve “Class B” Liquor License.

As mentioned in April, if you were to deny their petition, nothing presently stops them from hosting weddings and having liquor on-site for those types of events. Additionally, nothing would prevent them for holding corporate events or other “life events” and allowing liquor on-site. The only difference in what they are petitioning versus what the law currently allows them to do, is they cannot sell the liquor. There has been considerable discussion at the State-level regarding these types of event wedding barns or just agricultural facilities, in general, being utilized for commercial purposes and whether they should be required to have a liquor license. At present, they are not required by law to have a license. On March 8, 2019 Governor Tony Evers’ spokeswoman Melissa Baldauff was quoted as saying the following in the Milwaukee Journal Sentinel on if the Governor would be seeking a policy change or not:

“Until Friday, Evers had not indicated whether he would ask Department of Revenue officials to require such wedding venues to obtain liquor licenses, which would have changed the department’s past practices.

"DOR has a longstanding position on this issue," Evers' spokeswoman Melissa Baldauff told the Milwaukee Journal Sentinel. "We are not supporting a change”.

In the end, as with every decision the Board makes, this is a policy decision for the Board. For the convenience of the Board, we have prepared motions below for denial and approval of the proposed petition.

FISCAL IMPACT:

Initial Project Costs: N/A
Future Ongoing Costs: Administrative
Physical Impact (on people/space): Intoxicating beverages being sold on-site by the petitioner
Residual or Support/Overhead/Fringe Costs: Variable

ATTACHMENTS:
1. Basse’s Taste of Country GIS Aerial Overview
2. Attachment “B” Operation Plans for Basse’s Taste of Country
3. Attachment “C” CSM of Subject Property
4. Conditional Use Permit Materials, Passed on the 17th day of May 2012
STAFF RECOMMENDATION:

Motion to Approve:
Motion to approve the proposed Reserve “Class B” Liquor License for “Roger & Becky Basse”, for their establishment located at 3190 CTH Q (Tax Key: V10_139200B) for the licensing year of 2018-2019 to be sold in the total amount of $\ldots$ ($35,000) subject to the following Conditions of Approval:

- Subject to the application being completed to the satisfaction of the Village Attorney.
- Subject to the applicant paying all outstanding professional fees.
- Subject to the Village Board executing a “Liquor License Transfer Agreement” with the Town of Lisbon.
- Subject to “Roger & Becky Basse” establishing an escrow in the amount of $\ldots$ ($35,000).

Motion to Deny:
Motion to direct Staff to prepare a letter indicating to the petitioners the denial of their request for a Reserve “Class B” Liquor License for the following reason(s):

(Reasons to be determined based on discussions of the Village Board.)
SELLING SCHEDULE

May-June
Bedding Plants and Vegetable Plants
- season greenhouse
- hanging baskets
- bagged soils and compost
- bulk topsoil
- compost mixture
- shredded mulch

June-July
- Asparagus
- Home grown Strawberries
- Pick-your-Own Strawberries

July-August
- Sweet Corn
- Tomatoes
- Pickles
- Cucumbers
- More homegrown vegetable

September-Labor Day
- Kick-off the grand opening of our corn maze
- Apples
- Squash

October-October 31st
- Tours: School (Educational), Public
- Hayrides to Pumpkin field

November-December
- Christmas Trees
- Wreaths
- Fruit Baskets

All Season
- Crafts
- Jellies
- Maple Syrup
- Popcorn
- Ice cream and Smoothies

Operational Hours

May 1-December 31
9:00 a.m.-6:30 p.m. Monday-Saturday
Sunday 9:00 a.m.-5:30
Signs and Lighting
- One marquee sign on east side of driveway
- Seasonal signs on each end of property on county Q.
- Mercury lights on all four corners of pole building.

Pole building
- 5400 sqft
- Only extra employees needed during pumpkin time.
- Two or three cars on average.
The Village Board of the Village of Richfield, Washington County, Wisconsin DO ORDAIN AS FOLLOWS:

Whereas, Basse Trust ("petitioner") owns two adjoining parcels generally located at 3190 County Line Road designated as Tax Keys V10-1391-00Z and V10-1392-00Z ("subject property"); and

Whereas, the subject property is designated A-2 General Agricultural District, on the Village's official zoning map and contains approximately 77 acres; and

Whereas, Roger and Rebecca Basse applied for and the Village issued a Conditional Use Permit for a seasonal farm-related operation as more particularly described in Ordinance 2000-04-06; and

Whereas, the petitioner now desires to expand the scope of activities allowed under that approval to provide more opportunities for patrons and to also amend other provisions and conditions of approval; and

Whereas, upon receipt of the written petition for an amendment of the 2000 Conditional Use approval filed by the petitioner, the Village Clerk properly referred such petition to the Plan Commission for the Village of Richfield for determination; and

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

Whereas, upon publication of the required "Notice of Public Hearing" and mailing of said "Notice of Public Hearing" to all property owners within 300 feet of the subject property, the Plan Commission for the Village of Richfield held a public hearing on May 3, 2012, as required by section 70.241 of the zoning code for the Village of Richfield; and

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

Whereas, the Plan Commission for the Village of Richfield passed a motion without objection recommending that the Village Board approve the conditional use as amended; and

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

THEREFORE IT IS ORDERED AS FOLLOWS:

Commencing upon the date of signature of this approval by Village officials and the property owner, whichever occurs last, the Conditional Use Permit approved in 2000 is hereby repealed and a new Conditional Use approval as set forth herein is approved.

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

A. This conditional use approval is granted for a seasonal farm-related operation subject to the following conditions:

1. **Subject Property.** This Conditional Use Permit is limited to the subject property.

2. **Presentation Compliance.** The use of the subject property shall be in substantial conformity with the presentation at the Public Hearing before the Village of Richfield Plan Commission held on May 3, 2012.

3. **Use Restricted.** The use of the subject property is limited to (1) a single-family residence as authorized in the A-2 zoning district; (2) farming operations as authorized in the A-2 zoning district; and (3) a seasonal farm-related operation. The seasonal farm-related operation is more particularly described below.
   a. A corn maze may operate in the area designated as “Corn Maze” on Exhibit A.
   b. A miniature train may operate in the area designated as “Miniature Train” on Exhibit A. This area may contain small buildings and similar structures related to the operation of the train. This area may not contain outdoor lighting.
   c. A parking lot may be established with access off of County Line Road (CTH Q) for overflow parking. Such area is designated as “Overflow Parking” on Exhibit A and must be maintained as a pervious surface.
   d. A variety of outdoor activities, buildings, and structures may occur in the area denoted as “Primary Activity Area” on Exhibit A. Such outdoor activities may include pig races; a petting zoo; play areas to include playsets, a ropes course, inflatable play objects, pumpkin blaster, and a jail house/fun fort; pony rides; and group games, such as pumpkin bowling, pony bouncers, and pumpkin golf. Buildings and other structures may be constructed for housing sales operations and for the various activities. All such activities, buildings, and other structures must be consistent with a site plan, building plan, or plan of operation approved pursuant to subparagraph A(4) of this document.
e. Farmfields for pick-your-own activities and low-intensity activities, such as hayrides rides, may occur in the area designated as “Secondary Activity Area” on Exhibit A. All such activities must be approved by the Plan Commission as part of a site plan and plan of operation.

f. Outdoor lighting if not otherwise prohibited is permitted, provided the location and type of lighting is shown on the approved site plan.

g. Signage is permitted, provided it complies with the Village’s zoning code in effect at the time application is made.

h. Should the petitioner, ‘Basse Trust’, ever wish to apply for a separate Zoning Permit to host a ‘special event’ or ‘temporary use’, other than what is approved herein, they may do so; but approval will be at the discretion of the Planning and Zoning Administrator.

4. Site plan, building and operation plan (SBOP). All development on the subject property shall be consistent with the approved SBOP. The petitioner is entitled to amend or change the approved SBOP subject to the aforementioned conditions and subject to approval by the Plan Commission, which may be granted without a public hearing if such amendment or change is not a substantial change from the original plan as approved and as allowed herein. If the petitioner would like to add a new activity to the plan of operation, the zoning administrator is authorized to review such petition and approve the same in writing if he or she determines that the activity is in keeping with the spirit and intent of this Conditional Use approval and is compatible with the approved activities listed in the plan of operation. If the zoning administrator denies the proposed amendment, the petitioner may appeal the administrator’s determination to the Plan Commission for a final determination. Any amendment or change in any plan contemplated herein that the Plan Commission finds, in its sole discretion, to be substantial will require a new permit and all Village procedures in place at the time must be followed.

5. Specific Conditions of Approval. In addition to other requirements as may be contained herein, the following conditions of approval must be satisfied:

a. Within one year of the date of this approval, the petitioner shall submit an application for a site plan, building, and operation plan (SBOP) to the Plan Commission for review and obtain all necessary approvals for the same.

b. Within four months of when the Village Board approves this Conditional Use permit, the petitioner is required to accept the terms and conditions of this approval in writing.

c. The subject property which currently consists of two tax parcels shall be combined under one tax parcel number because they are jointly being used as one parcel for land use/development purposes.

d. The petitioner is required to obtain all access permits as may be required by Waukesha County to access County Line Road (CTH Q).

e. All parking related to this use shall occur on the subject property. Parking on County Line Road (CTH Q) is prohibited.

f. The petitioner is responsible for employing or otherwise retaining individuals responsible for on-site security and/or parking assistance and enforcement who are adequate in number and appropriately trained to direct and otherwise assist
with the parking of vehicles and accommodation of patrons related to the operation.
g. The hours of operation shall be approved by the Plan Commission as part of the plan of operation.
h. The sale of garden and farm-related products shall constitute the most dominant element of this use. The sale of other, non-farm items and activities shall constitute an ancillary element of this use.
i. Roger Basse, Rebecca Basse, or both, or a direct, second-generation descendent of Roger Basse or Rebecca Basse shall reside in the single-family residence on the property.

6. Nature of approval. This Conditional Use Permit shall not be transferred to any subsequent owner of the subject property, in whole or in part. This permit shall expire and become invalid upon the sale or transfer of ownership of the subject property.

7. Licenses/Permits. The petitioner shall be required to obtain any and all required licenses and permits from the Village, county, State, and federal government. If any license or permit is issued, any and all conditions of the same are incorporated herein and made a part of this conditional use permit.

8. Laws. The petitioner shall comply with all federal, state, county, and local rules, codes, ordinances, and regulations in the construction, operation, and maintenance of the subject property as amended from time to time.

9. Junk. No junk as defined in chapter 46 of the Village code of ordinances or disassembled, inoperable, junked or wrecked boats, motor vehicles, truck bodies, tractors, trailers also defined in chapter 46 shall be accumulated or stored on the subject property. No burying or burning of junk is permitted on the subject property.

10. Fees and Expenses. Upon issuance of this Conditional Use Permit, the petitioner shall reimburse the Village for all expenses incurred by the Village including all professional and technical assistance expenses, realized by the Village in reviewing, approving, and granting this Conditional Use Permit. The Village Clerk shall provide the petitioner with copies of all itemized invoices.

11. Cost of Enforcement. Any attorney fees incurred by the Village of Richfield to enforce any of the conditions or requirements of this Conditional Use Permit must be paid by the petitioner.

12. Revocation or Modification of Approval. Whenever the Village Board has reasonable cause to believe that any of the conditions herein imposed are being or have been violated, or any use of the subject property related to the operation becomes hazardous, harmful, noxious, offensive, or a nuisance to surrounding properties, the Village Board shall have the right to revoke or modify this permit, including, but not limited to, imposing stricter conditions upon the use and/or
operation through a revised permit by the following the process as set forth in Section 70-301(D)(2) of the Village code of ordinances.

13. **Right of entry for inspection.** The petitioner and the property owner hereby give village officials, employees, and authorized agents the right to enter the subject property with reasonable notice for purposes of inspecting the premise to ensure compliance with the terms of this permit.

B. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to the classification of use the question shall be submitted to the Plan Commission for determination.

C. No use is hereby authorized unless the use is conducted in a lawful, orderly, and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the county of Washington, the State of Wisconsin, the federal government, or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.

D. This Conditional Use hereby authorized shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Plan Commission as being in compliance with all pertinent ordinances.

E. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the petitioner be delinquent in payment of any monies due and owing to municipality, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Plan Commission, pursuant to the enforcement provisions of this conditional use permit.

F. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration and/or amendment to the use, premises, structures, lands or owners, other than as specifically authorized herein, shall require a new conditional use permit and all procedures in place at the time must be followed.

G. Unless this Conditional Use Permit expressly states otherwise, plans that are specifically required by this conditional use permit may be amended to be minor and consistent with the conditional use permit. Any change in any plan that the Plan Commission feels, in its
H. Should any paragraph or phrase of this Conditional Use Permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.

I. If any aspect of this Conditional Use Permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.

J. This Conditional Use Permit may be reviewed by the Plan Commission at any time upon complaint or upon Plan Commission initiative as provided in Section 70.301(D)(2) of the Village of Richfield village code and as amended from time to time.

K. If the conditional use is terminated by the petitioner or by action of the Village, the petitioner shall remove all buildings, structures, and features authorized by this approval within one year from the date of termination or within a time period established by the Village Board, whichever is less. This requirement, however, does not apply to any building, structure, or feature that complies with the zoning regulations for the zoning district in which the subject property is located.

L. Ordinance 2000-04-06 which authorized the conditional use in 2000 is hereby repealed.

Passed this 17th day of May 2012

[Signatures]

John Jeffords, President

Rock Brandner, Trustee

Bill Collins, Trustee

Daniel Neu, Trustee

Sandy Voss, Trustee
ACCEPANCE

I, Roger A. Basse, verify that I am authorized to sign this document on behalf of Basse’s Taste of Country, LLC, a Wisconsin limited liability company, and acknowledge that Basse’s Taste of Country, LLC shall be bound by the terms of this conditional use approval in its entirety.

Dated this 7th day of August, 2012

Roger A. Basse, registered agent for Basse’s Taste of Country, LLC

Personally came before me this 7th day of August, 2012, the above named person, Roger A. Basse, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]

NOTARY PUBLIC

3.2.13

My Commission Expires:
Exhibit A.

**Map Key**

A — Secondary Activity Area  
B — Corn Maze  
C — Miniature Train  
D — Primary Activity Area  
E — Single-family Residence  
F — Overflow Parking
Dear Board Members,

We would like to come before the board and update our Conditional Use Permit. In the past 12 years Basse's Taste of Country is continuously striving to improve the quality of our customers experiences. Upon this, we are always looking for new and exciting ideas to incorporate into our "agritainment" business. In turn, we are "growing" lasting memories for our family of customers. Thank You for making our business "grow" with lasting impressions.

Sincerely,

Roger and Becky Basse
Basse's Taste of Country
Roger and Becky Basse
Basse 's Taste of Country  
Operations Plans

SELLING SCHEDULE

May-June  
Bedding Plants and Vegetable Plants  
- season greenhouse  
- hanging baskets  
- bagged soils and compost  
- bulk topsoil  
- compost mixture  
- shredded mulch 

June-July  
-Homegrown Strawberries  
-Pick-your-own Strawberries  
-Strawberry Festival 

July-August  
-Sweet Corn  
-Tomatoes  
-Pickles  
-Cucumbers  
-More homegrown vegetables  
-PYO RASPBERRIES 

September-Labor Day  
-Kick-off Grand Opening of the Corn Maze  
-Apples  
-Squash 

October-October 31st  
-School Tours, Public  
PUMPKIN FEST  
-Hayrides to Pumpkin fields  
-Corn Maze  
-Grain Train  
-Thomas the Train  
-Jumping Pillow  
-Spider Web  
-Duck races  
-Peddle Carts  
-Pig Races  
-Petting Zoo  
-Play Sets
- Mechanical Bull or Pumpkin
- Zip Line
- Zorb Ball
- Pumpkin Blaster/Corn Cannon
- Grain Box or Bin
- Hot Air Balloon Rides
- Face Painting
- Pony Bouncers
- Barnyard Twister (Mirror Maze)
- Pony rides
- Inflatables
- Milking Cow
- Bee Hive Dens
- Fun Barn/silo slides
- Pumpkin bowling
- Pumpkin Golf
- Ropes Course
- Zombie Paintball
- Campfires
- Jail house/Fun Fort
- Rat Racers
- Gem Stone Mining
- Corn Ball
- Pumpkin Tether Ball
- Chain Link Maze

November-December
- Christmas Trees
- Wreaths
- Fruit Baskets

All Season
Bakery
- Pies
- Donuts (Apple Cider)
- Caramel Apples
Concessions
- Ice Cream
- Hot Dogs
- Sundaes
- Water/Soda
- Different kinds of munchies
Store
- Crafts
- Jellies
- Maple Corn
- Popcorn
- Kettle Corn

Birthday Outings
Corporate Outings

Parking
- Three acres for parking
- New Access
  500 feet east of main driveway (used as EXIT only)

Signs and Lightning / Pond Sprayer
- All Pumpkin Fest Walk Way lighting
- All Pumpkin Fest Signage
- Pumpkin Fest Emergency Audio System
- Pond Sprayer and lights
HISTORY OF THE PUMPKIN BLASTER:
The concept of the pumpkin blaster was 2 years in the making. There were two things we wanted to accomplish in building this product. The first was to build a quality product and the second was to build a safe product. In building this blaster, we feel we have accomplished both.

WHAT YOU GET WITH A PUSH BUTTON FIRED PUMPKIN BLASTER:
1. The complete blaster fully assembled, and the pedestal stand it sets on (you have to mount the blaster to the stand with bolts that are provided).
2. This blaster uses a programmable one shot limit switch. This switch limits the exact amount of air needed to blast a pumpkin out so that every shot is uniform and uses no more air necessary for a great shot.

SAFETY FEATURES:
1. Ground Fault System – Protects customers from electrical shock and also protects the electrical system.
2. Side Loading of Pumpkin – Keeps the customer away from the end of the barrel.
3. Loading Chamber Limit Switch – Blaster can not be fired until loading chamber is completely closed.
4. Foot Switch – Loading chamber limit switch and foot operated switch have to be activated before power is available to the firing button to fire the blaster. The blaster can't be accidentally fired.
5. Side Pumpkin Loading System – Keeps the employees as well as the customers away from the end of the blaster's barrel.
Section 1. Revise s. 70-12, titled "Definitions", by adding the following definitions in alphabetical order.

**Conditional use order** A written decision issued by the Village Board that indicates whether the conditional use is approved or denied, and the terms of the approval if so granted. The conditional use may only be established on the subject property when the zoning administrator issues a conditional use permit indicating that all initial conditions of the approval have been satisfied.

**Conditional use permit** A permit issued by the zoning administrator indicating that the conditional use may be established following a determination that all initial conditions of the conditional use order have been satisfied.

**Substantial evidence** Facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion. Note: This definition is based on the definition in s. 62.23(7)(de), Wis. Stats.

Section 2. Repeal s. 70-241, titled "Conditional use administration", and change the title of that section to "Repealed."

Section 3. Create Article VIII, titled "Conditional uses", to read as follows:

**s. 70-341** Generally.

Although each base zoning district is primarily intended for a predominant type of land use, there are a number of uses that may be appropriate under certain conditions. These are referred to as conditional uses. This article describes the requirements and procedures for reviewing petitions to establish a conditional use, renew an existing conditional use, and amend an existing conditional use approval.

**s. 70-342** Applicability.

A. Those land uses designated as a conditional use in this chapter must comply with the requirements in this article, along with other sections of this chapter as applicable.

B. Even though a land use may be allowed as a conditional use in one or more of the zoning districts, the subject property shall not be classified as a nonconformity, with respect to lot size and lot width, unless the Plan Commission determines the nonconformity does not affect the appropriateness of parcel for the proposed use. Furthermore, the subject property must not be in violation of any Village ordinance or other law.
s. 70-343 Procedure.

A. Review and approval. The Plan Commission and Village Board shall review existing and proposed site conditions, existing and proposed structures, architectural plans, neighboring uses, parking areas, driveway locations, highway access, traffic generation and circulation, drainage, sewerage and water systems, the proposed operation, and other factors the Plan Commission and/or Village Board determines are appropriate when considering a conditional use application.

B. Steps in the review process. The general steps outlined below shall be used in the review of a conditional use application.

1. Pre-submittal meeting. Before submitting an application, the applicant or the applicant's agent must meet with the zoning administrator to review applicable regulations and procedures and the proposal. Upon request, the zoning administrator may waive the requirement to hold a pre-submittal meeting when he or she determines such meeting is not necessary given the nature of the project and/or the extent to which the applicant understands the Village's zoning requirements.

2. Submittal of application materials. The applicant submits a completed application and other required materials to the zoning administrator along with the application fee as may be established by the Village Board.

3. Staff determination of completeness. The zoning administrator will review the submittal within 10 days of receiving the application and other required materials to make sure it is complete and ready for further review. If it is not complete, the zoning administrator will notify the applicant in writing of such deficiencies and that the applicant has 3 months from the date of the notice to resubmit the application or forfeit the application fee. The zoning administrator will take no further steps to process the application until the deficiencies are remedied. The incomplete application is retained as a public record. A determination that an application is complete does not suggest the applicant has shown the proposed use complies with all of the development standards for the proposed use and/or other provisions of the zoning code as they apply to the property, the proposed use, or other requirement.

4. Initial review date. When the zoning administrator believes the application is complete, he or she will schedule a public hearing with the Plan Commission and Village Board consistent with its meeting schedule and allowing for proper notice.

5. Notice. The zoning administrator will publish a class 2 notice as set forth in ss. 985.01(1m) and 985.07, Wis. Stats. In addition, the zoning administrator will send a written notice to all owners of land with 300 feet of any part of the land included in the conditional use application. The written notice will be sent by regular mail at least 10 days prior to the public hearing. Compliance with this subparagraph shall not be a condition precedent to proper legal notice and no hearing or action taken thereon shall be deemed invalid or illegal because of any failure to mail the land owner notices provided for in this subparagraph.

6. Public hearing. Allowing for proper notice, the Plan Commission and Village Board will conduct a joint public hearing to review the application and to hear from the applicant, village staff, and the public on the application’s compliance with the standards of the code. The applicant and each interested person will be given the opportunity to present substantial evidence to rebut or offer countervailing evidence. The purpose of the hearing is to gather the record, for the petitioner to prove with substantial evidence they meet the standards of the code or the public to prove they don't and to address concerns from the public and or Plan Commission/Village Board. At the summation of the public hearing (i.e., not the close of the public hearing) the Plan Commission/Village Board may give the following direction to the petitioner and to the public:

a. The remaining questions/standards that need to be proved/responded to.
b. Additional conditions to include in the conditional use order that the Plan Commission and/or Village Board deems appropriate. The petitioner will need to prove they can meet those at the adjourned public hearing date.

In addition, the Plan Commission may direct staff to prepare a draft conditional use order authorizing the conditional use. Such draft is intended to form the basis for the ongoing review of the conditional use and in no way binds the Plan Commission/Village board in making their recommendation or decision.

7. Adjourned public hearing. At the adjourned public hearing date if the public hearing was extended for additional evidence collection, the Plan Commission will hear from the applicant, village staff, and the public on evidence in support or opposition to items from 6a and 6b above and to the conditional use order itself if one was prepared. The purpose of the hearing is to gather the record on any additional standards imposed by the Plan Commission/Village Board from the first public hearing and to gather evidence on the conditional use order itself, if one was prepared. At the summation of the public hearing the Plan Commission will give direction requesting additional evidence and adjourn the public hearing to a date certain or close the public hearing.

8. Plan Commission recommendation. After the public hearing has been closed, the Plan Commission will make a recommendation to the Village Board for approval or denial. The recommendation shall state the terms of the approval or reasons for denial as set forth in a draft conditional use order. The burden of proof is on the applicant to prove they have met the standards of the chapter and those set forth by the Plan Commission/Village Board during the process. The Plan Commission shall render its recommendation within 35 days from the close of the public hearing unless an extension is consented to in writing by the applicant.

9. Village Board meeting. Allowing for proper notice, the Village Board will consider the application at a regular or special meeting.

10. Village Board decision. After considering all of the information submitted by the applicant, public comments received at the public hearing, the staff report, and the Plan Commission's recommendation, the Village Board will make a decision to (i) approve the conditional use, (ii) approve the conditional use with conditions, or (iii) deny the conditional use.

11. Applicant notification. Within a reasonable time following the Village Board's decision, the zoning administrator will provide the conditional use order to the applicant by regular mail and/or email.

12. Acceptance by property owner. If the application is approved, the property owner must sign the conditional use order to acknowledge the terms of the approval and return the same to the zoning administrator within 6 months of the decision. Prior to the expiration of the previously specified time period, the property owner may submit a petition to the zoning administrator requesting an extension and the zoning administrator may, with cause, extend the period within which the decision document must be signed, but not more than an additional 3 months. If the signed decision document is not returned within the initial or extended time period, if any, the decision shall become null and void without any further action by the Village. The conditional use order shall only become effective when all required signatures have been obtained and the original signature copy is returned to the zoning administrator.

13. Public record copy. A duplicate copy of the decision document is retained as a public record.

14. Recording of decision document. If the property owner returns the conditional use order within the required time period with the required signatures, the zoning administrator will record the decision document against the subject property in the office of the Washington County register of deeds.
s. 70-344 Basis of decision.

The Plan Commission in making its recommendation and the Village Board in making its final decision shall consider whether the proposal complies with (i) each of the special conditions of approval set forth in s. 70-345, (ii) each of the performance standards set forth in s. 70-347, (iii) each of the development standards prescribed for the requested conditional use, (iv) all other applicable sections of the zoning code, and (v) all other applicable sections of the municipal code, including the Village's groundwater regulations. The recommendation of the Plan Commission and the decision by the Village Board must be based on substantial evidence.

s. 70-345 Special conditions of approval.

A. Generally. Based on substantial evidence, the Plan Commission may recommend and the Village Board may impose one or more conditions of approval as may be necessary to grant approval. Such conditions and restrictions may relate to the establishment, location, construction, maintenance, operation of the use, off-site impacts, and any other aspect of the use that impacts the public health, safety, or general welfare. Examples of such conditions are listed below.

<table>
<thead>
<tr>
<th>Issue</th>
<th>Potential Condition</th>
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<tbody>
<tr>
<td>1. Hours of operation</td>
<td>Limit hours of operation to hours to be more compatible with surrounding uses.</td>
</tr>
<tr>
<td>2. Buffering</td>
<td>Require more of a buffer than what is otherwise required by this chapter. Buffering may include landscaping, walls or fences, berms, and other features to physically separate adjoining uses.</td>
</tr>
<tr>
<td>3. Maximum floor area</td>
<td>Establish a maximum floor area that may be less than what is otherwise allowed.</td>
</tr>
<tr>
<td>4. Maximum number of patrons</td>
<td>Limit the size of the use by establishing maximum patron loads, often by seats and/or tables.</td>
</tr>
<tr>
<td>5. Uses within buildings</td>
<td>Limit commercial uses to the first floor of a multistory building.</td>
</tr>
<tr>
<td>6. Number and/or location of entrances</td>
<td>Design the site and building so that entrances are located in areas away from adjoining properties.</td>
</tr>
<tr>
<td>7. Outdoor activity</td>
<td>Restrict locations and/or times of outdoor activity.</td>
</tr>
<tr>
<td>8. Outdoor storage</td>
<td>Establish a maximum area for outdoor storage that may be less than what is otherwise allowed.</td>
</tr>
<tr>
<td>9. Take-out food service</td>
<td>Prohibit drive-up service windows and/or walk-up service windows in certain areas of the property (e.g., near a residential use). If these are allowed, limitations could be set.</td>
</tr>
<tr>
<td>10. Delivery services</td>
<td>Prohibit deliver services that entail frequent trips or establish upper limits on the activity.</td>
</tr>
<tr>
<td>11. Signage</td>
<td>Prohibit signage in areas of the property that may cause an impact on surrounding areas.</td>
</tr>
</tbody>
</table>

B. Limitation on imposing conditions. A condition of approval shall not lessen a development standard or other requirement contained in this chapter.

C. Effect on contracts with another party. The review authority shall not condition or withhold approval based upon the property owner entering into a contract or discontinuing, modifying, extending, or renewing any contract, with a third party under which the third party is engaging in a lawful use of the property.
s. 70-346 Standard terms for an approved conditional use.

The terms and conditions listed below are automatically incorporated into a conditional use order authorizing a use, unless otherwise stated in the conditional use order.

1. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to the classification of use, the question shall be submitted to the Plan Commission for determination.

2. No use is hereby authorized unless the use is conducted in a lawful, orderly, and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the Washington County of, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.

3. This conditional use hereby authorized shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Plan Commission as being in compliance with all pertinent ordinances.

4. All buildings and grounds shall be maintained in a neat, attractive and orderly way.

5. The property shall comply with all rules and regulations of the Village of Richfield and the local fire department, including submission to routine inspections by the Village staff and fire department staff.

6. Prior to the execution of the conditional use permit, the applicant must obtain any and all approvals that must be obtained before the use may be established or the commencement of any land-disturbing activity related to the approved conditional use.

7. Should the permitted conditional use be abandoned in any manner, or discontinued in use for 12 months, or continued other than in strict conformity with the conditions of the original approval, or should the petitioner be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Plan Commission, pursuant to the enforcement provisions of this conditional use order, and all applicable ordinances.

8. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises, structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.

9. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended upon the prior approval of the Plan Commission if the Plan Commission finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Plan Commission feels, in its sole discretion, to be substantial shall require a new permit, and all procedures in place at the time must be followed.

10. As a condition precedent to the issuance of the conditional use permit, the owner of the subject property shall approve the issuance of this conditional use permit upon the terms and conditions described herein in writing, and the petitioner is required to accept the terms and conditions of the same in its entirety in writing.

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

12. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within 30 days of billing by the Village, pursuant to s. 66.0627, Wis. Stats. 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.

13. The petitioner is obligated to file with the Village Clerk a current mailing address and current phone number at which the petitioner can be reached, which must be continually updated by the petitioner if such contact information should change, for the duration of this conditional use. If the petitioner fails to maintain such current contact information, the petitioner thereby automatically waives notice of any proceedings that may be commenced under this conditional approval, including proceedings to terminate this conditional use.

14. All conditions of approval imposed by duly adopted motion of the Village Board in its consideration of the petitioner’s application, as noted in the minutes of the Village Board meeting at which approval was granted, are specifically incorporated herein by reference.

15. Should any paragraph or phrase of this conditional use order be determined by a court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use order and the remainder shall continue in full force and effect.

16. If any aspect of this conditional use order or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.

17. If the property owner/operator is a business entity, such as a limited liability company or a corporation, such entity shall for the life of the conditional use continuously maintain a registered office in the state of Wisconsin as evidenced by registration with the Wisconsin Department of Financial Institutions.

18. The property owner shall not change the size and/or shape of the subject property by any means without the approval of the Village Board. If the Village Board determines that a proposed change is substantial with regard to the overall size of the parcel and/or configuration, such change shall require issuance of a new conditional use approval pursuant to the requirements in effect at the time of application.

19. This approval is given under the Village’s zoning code and is not to be, in any way, interpreted to abrogate any private rights other property owners may have pursuant to deed restrictions or restrictive covenants.

20. If this conditional use terminates for any reason, the property owner is obligated to remove any improvements specifically related to the conditional use and which cannot be utilized for an approved use (i.e., a use permitted by right or a different conditional use as approved).
s. 70-347. Conditional use performance standards.

A. Generally. This section describes performance standards for the regulation of uses and to establish an objective and equitable basis for control and to ensure that the community is adequately protected from potential hazardous and nuisance-like effects. These performance standards are designed to limit, restrict, and prohibit the effects of those uses outside their premises or zoning district. In addition, these performance standards are intended to comply with other applicable local, state and federal codes and standards. All structures, lands, air and water shall hereafter comply with the following performance standards.

B. Control of odors. No operation or activity shall emit any substance or combination of substances in such quantities that create an objectionable odor. The Plan Commission and/or Village Board reserves the right to request an odor control plan from the applicant to identify potential odors and implement recommendations from the plan.

C. Control of fire and explosive hazards.

1. All uses involving the manufacturing, utilization, processing, or storage of flammable and explosive materials shall be provided with adequate safety devices against the hazard of fire and explosion and with adequate firefighting and fire suppression equipment and devices as may be required by the Fire Prevention Code.

2. All materials that range from active to intense burning shall be manufactured, utilized, processed, and stored only in completely enclosed buildings which have noncombustible exterior walls and an automatic fire extinguishing system.

3. The storage of fuels and other materials that produce flammable or explosive vapors shall be permitted only after review and approval by the Village fire department and in accord with their requirements to minimize fire and explosive hazards.

D. Glare, heat and external lighting.

1. No operation or activity shall produce any intense lighting, glare or heat with the source directly visible beyond the boundary of the property line. Operations producing light, glare, or heat shall be conducted within an enclosed building.

2. External lighting shall be shielded so that light rays do not adversely affect adjacent uses.

E. Water quality standards.

1. No activity shall locate, store, or permit the discharge of any treated, untreated, or inadequately treated liquid, gaseous, or solid materials of such nature, quantity, obnoxiousness, toxicity or temperature that might runoff, seep, percolate, or wash into surface or subsurface waters so as to contaminate, pollute or harm such waters or cause nuisances such as objectionable shore deposits, floating or submerged debris, oil or scum, color, odor, taste or unsightliness, or be harmful to human, animal, plant, or aquatic life.

2. No activity shall withdraw water or discharge any liquid or solid materials so as to exceed or contribute toward exceeding the minimum standards and those other standards and the application of those standards set forth in Wis. Adm. Code NR 102 or in other applicable Chapters which regulate water quality.

F. Noise. No operation or activity shall transmit any noise beyond the boundaries of the property so that it becomes a nuisance.
G. Vibration. No operation or activity shall transmit any physical vibration that is above the vibration perception threshold of an individual at or beyond the property line of the source. Vibration perception threshold means the minimum ground- or structure-borne vibrational motion necessary to cause a reasonable person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects. Vibrations not directly under the control of the property user and vibrations from temporary construction or maintenance activities are exempt from this standard.

H. Traffic impact. The Plan Commission and/or the Village Board reserves the right to require a traffic impact study in order to identify impacts to adjacent properties and roadways and to identify improvements or actions required to minimize or eliminate impacts. No use shall be approved unless the applicant implements the conclusions and recommendations of the study. The traffic study shall be prepared by a registered professional engineer in accordance with the following standards:

1. Manual on Transportation Studies (Institute of Transportation Engineers (ITE))
2. Traffic Impact Analysis Guidelines (Wisconsin Department of Transportation)
3. Manual on Uniform Traffic Control Devices (Federal Highway Administration)
4. Trip Generation Manual (Institute of Transportation Engineers)
5. Other local, county or state standards

s. 70-348 Term for an approval.
A conditional use order authorizing a conditional use shall generally have 5-year terms unless otherwise specified in the conditional use order. The order shall describe an administrative renewal process to allow for streamlined renewal of the conditional use order with a provision that allows the Plan Commission and/or the Village Board to remove the conditional use order from automatic renewal if there are concerns with compliance with the conditional use order or concerns raised by the public about the applicant's operations. If the Plan Commission or the Village Board pulls the conditional use order from automatic approval the conditional use order shall remain in effect while the Plan Commission provides due process to the applicant in reviewing the conditional use order and its potential renewal.

s. 70-348 Revisions to an approved conditional use.
If the property owner wishes to extend or alter the terms of a conditional use approval, the property owner must apply for an amendment to the conditional use order through the procedure of application for conditional uses described in this article. The conditional use order may describe those changes that can be made without requiring an amendment.

s. 70-349 Effect of comprehensive plan.
Pursuant to Wis. Stats. 66.1001(2m)(b), a conditional use approval that may be issued by the Village Board does not need to be consistent with the Village's adopted comprehensive plan.
7 d
VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 16, 2019

SUBJECT: Extraterritorial Review, Two-Lot CSM in Tn. of Lisbon (Tax Key: LBST_0149.999)
DATE SUBMITTED: May 9, 2019
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE PROPOSED EXTRATERRITORIAL PLAT REVIEW FOR LAND IN THE TOWN OF LISBON?

ISSUE SUMMARY:

The property in question is located at W230N9515 Colgate Road in the Town of Lisbon. It is 6.182 acres (5.847 acres not included proposed ROW dedication) and is currently zoned B-3, General Business, with C-1 Conservancy Wetland areas on the western portion of the proposed Lots 1 and 2. The applicant intends to divide the property into two (2) lots of 1.336 acres (Lot 1) and 4.511 acres (Lot 2). Lot 1 will have the applicant’s existing automotive repair located on it, while Lot 2 will accommodate the existing self-storage business. On April 22, 2019, this matter was reviewed and approved by the Town Board for the Town of Lisbon.

Village Staff has confirmed with Town Clerk, Mr. Dan Green, that this proposed lot conforms with all local zoning and land division regulations. The Village of Richfield’s adopted Comprehensive Plan addresses the Village’s legal right to object to extraterritorial plat reviews which include CSMs and subdivision plats, but historically the Village has not exercised this power. At the Plan Commission meeting on May 2, 2019, the Commission recommended approval to the Village Board without objection.

FISCAL IMPACT:

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

ATTACHMENTS:

1. DRAFT April 22, 2019 Town Board Meeting Minutes
2. Proposed CSM prepared by The Sigma Group rev. date 12-20-18
3. Site Survey prepared by The Sigma Group rev. date 12-12-16

STAFF RECOMMENDATION:

Motion to approve the petitioned extraterritorial Two-Lot Certified Survey Map for SPACE4U LLC, for property identified by Tax Key: LBST_0149.999 in the Town of Lisbon.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY

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Chairman Osterman called the Town Board meeting to order at 6:30 PM.

Roll Call: Present: Chairman Osterman, Supervisors Plotecher and Beal. Also present: Dan Green, Town Clerk. Excused were Supervisors Camillo, Moonen and Administrator Gina Gresch.

Comments from citizens present. None.

Consent Agenda. Items listed under the Consent Agenda are considered in one motion unless a Town Board member requests that an item be removed from the Consent Agenda.

I. April 8, 2019 Town Board minutes
II. Operator's Licenses

Motion by Supervisor Plotecher to approve the Consent Agenda. Seconded by Supervisor Beal. Motion carried, 3-0.

Approval of Bills

Motion by Supervisor Beal to approve the April 22, 2019 check register as presented. Seconded by Supervisor Plotecher. Motion carried, 3-0.

Announcements/Correspondence - Listing of upcoming meeting dates & times

- 2019 WTA Town Officials Workshops
- Meeting Schedule - Chairman Osterman reviewed the list of upcoming Town meetings.
- Hamilton Board of Education May 1 Special Meeting with Village-Town-County Officials

Department Reports - Presentation of activity statistics and recently attended meetings

Town Administrator – The AV upgrade is 100% complete. The audio and video have been able to broadcast to Channel 14. Thanks to some avid Town of Lisbon Facebook page followers, they've been able to help us fine tune the audio settings. There is a very slight hum to the cable fee, but that is on Spectrum's end to fix. The Channel 14 computer/slideshow is also back up and running and the audio to YouTube live stream is working now.

Just a reminder the Administrator is out of the office starting Tuesday, April 23 and will return Monday, May 6. Office staff, Department Heads, Attorney, Planner and Engineer have all been sent notes on who is handling what while she is out. Clerk Dan is the main contact if you need anything. The Town is in great hands while she gone!

Building Inspector - Clerk Dan Green gave an update of the new homes and building permits pulled the first quarter of 2019.

Town Clerk - All but one of our liquor license establishments have turned in their renewal license. The Town Board will be seeing those renewals in the second meeting in May. Operator renewals have been coming in more steadily and those will start to be added to the Town Board agenda the first meeting in May. We will be adding a new liquor license for the upcoming licensing year with the Heartland Weddings and Events application coming the second meeting in May.
I have ordered the Board of Review DVD for the public hearing piece of the procedures. The DVD should be arriving early next week (the week of April 29). For those of you who need training, you can check out the DVD and the material packet. We will have copies of the test and affidavit you can return to me to report to the Department of Revenue. Board members who are expired or will be expired are below.

Chairman Osterman (expired), Supervisor Moonen (expires 6/13) Supervisor Plotecher (expires 4/26) Supervisor Beal (expires 6/12)

Fire Department — Chairman Osterman reviewed special activities, events and meetings attended from Fire Chief Doug Brahm including the Winterfest event, conducting full-time position testing and hazmat training to Bark River at the Lisbon Fire Department.

Public Works Department — Chairman Osterman gave a report from Public Works Director Joe DeStefano. He reviewed what staff has been working on including snow plowing, refilling the salt shed, washing equipment and vehicles, performing preventative maintenance on equipment, filling pot holes, pumping water from flooding issues, sweeping ditches and grinding brush and yard waste. He also reviewed meetings that Joe attended last month.

Supervisor’s Reports.

Supervisor Beal — The Sanitary District is working on cost of pumps and will make decisions at next month’s meeting.

Unfinished Business.
None

New Business.

Discussion and necessary action on the recommendations from the Plan Commission for the following items:

(1) One lot Certified Survey Map for John Then, dba SPACE4U LLC, for the property located at W230N9515 Colgate Road, LSBT 0149.999.

Chairman Osterman explained this was voted on and approved unanimously at Plan Commission. Clerk Dan Green explained that the DNR did a navigability study on the property and determined there was no shoreland jurisdiction on Mr. Then’s property. An updated conditions of approval from the Planner was handed out at the meeting.

Motion by Chairman Osterman to approve the One lot Certified Survey Map for John Then, dba SPACE4U LLC, for the property located at W230N9515 Colgate Road, LSBT 0149.999. Seconded by Supervisor Beal. Motion carried, 3-0.

(2) Unspecified Conditional Use Permit for a wedding and event barn and Conditional Use for a Major Grading Permit, for David and Kim Meyer dba Hartland Weddings and Events, for the property located at W259N8598 State Road 164, Hartland, WI 53029, LSBT 0178.995.001.

Clerk Dan Green explained that the agenda has “Hartland Weddings and Events”, but the name of the business is actually “Heartland Weddings and Events”
Motion by Chairman Osterman to approve an Unspecified Conditional Use Permit for a wedding and event barn and Conditional Use for a Major Grading Permit, for David and Kim Meyer dba Heartland Weddings and Events, for the property located at W259N8598 State Road 164, Hartland, WI 53029, LSBT 0178.995.001. Seconded by Supervisor Beal. Motion carried, 3-0.

**Discussion and necessary action to adopt the Virtual Private Network Remote Connection Policy.**

Chairman Osterman explained this policy regulates accessing the Town’s server via remoting in to a virtual machine from outside of the network. The policy limits who can use it and where it can be accessed from.

Motion by Supervisor Plotecher to adopt the Virtual Private Network Remote Connection Policy. Seconded by Supervisor Beal. Motion carried, 3-0.

**Discussion and necessary action on hosting a Fall Appliance Drop-Off event with Refrigerant Depot on Saturday, September 21.**

The Board explained that the first event went very well and discussed the wide range of items that were dropped off at the first event. Supervisor Beal asked if this would affect Advanced Disposal’s service of picking up appliances. This event is separate of Advanced Disposal and would not affect their normal operations.

Motion by Supervisor Beal to approve the Town hosting a Fall Appliance Drop-Off event with Refrigerant Depot on Saturday, September 21. Seconded by Supervisor Plotecher. Motion carried, 3-0.

**Adjournment.**

Motion by Supervisor Beal to adjourn the Monday, April 22, 2019 Town Board of Supervisors meeting at 6:47 PM. Seconded by Supervisor Plotecher. Motion carried, 3-0.

Respectfully submitted,

Dan Green, WCMC
Town Clerk
CERTIFIED SURVEY MAP NO.

Part of the Northeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 19 East, in the Town of Lisbon, County of Waukesha, State of Wisconsin

LEGEND & NOTES:
- INDICATES FOUND MONUMENTATION, AS NOTED ON DRAWING.
- INDICATES SET 10" DIAM REBAR, 15' X 1.50 LBS/IN. FT.
- DISTANCES MEASURED TO THE NEAREST 0.01' TO THE NEAREST 01'.
- ANGLES MEASURED 0041O. MON. WITH BENCHMARK NE TO THE NE CORNER OF
- EXISTING EASEMENTS SHOWN ON SHEET 2.

PROJECT NUMBER 17748 DRAFTED BY RAW 12-20-18

Sheet 1 of 5

LOT 2
196,600 sq. ft.
4.311 ac.

LOT 1
58,179 sq. ft.
1.336 ac.

PARCEL A

GROUP GRAPHIC SCALE

Graphic Scale

0 150 300 450 600 750 900 1050 1200 ft. 30 60 90 120 150 180 210 240 270 300 330 360 390 420 450 480 510 540 570 600 630 660 690 720 750 780 810 840 870 900 930 960 990 1020 1050 ft. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

33' Dedicated to the public for road purposes

33' Dedicated to the public for road purposes

Found 1' pipe

Wetland

Wetland, DISCARDING BY DATE OCTOBER 2014

59.5' 30.1'

EXISTING BUILDING

EXISTING BUILDING

NEW BUILDING

NEW BUILDING

RAW POST FOUND

RAW POST FOUND

53.3' 35.4' 31.0'

EXISTING BUILDING

EXISTING BUILDING

LOT 1

LOT 2

PARCEL A

Copyrighted

www.thelsigmapgroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4100
Fax: 414-649-4210
CERTIFIED SURVEY MAP NO.
Part of the Northeast 1/4 of the Northeast 1/4 of Section 2, Town: 8 North, Range 19 East, in the Town of Lisbon, County of Waukesha, State of Wisconsin

LOT 2
32' Dedicated to the public for road purposes

LOT 1

EXISTING EASEMENTS

EXISTING BUILDING

PARCEL A

SIGMA GROUP
www.thesigmaigroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-443-4200
Fax: 414-643-4210
PROJECT NUMBER 17748 DRAFTED BY BMR 12-29-16
CERTIFIED SURVEY MAP NO.
Part of the Northeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 19 East, In the Town of Lisbon, County of Waukesha, State of Wisconsin

SURVEYOR’S CERTIFICATE
STATE OF WISCONSIN
MILWAUKEE COUNTY

I, BAIBA M. ROZITE, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped that part of the Northeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Northeast 1/4 section; thence South 0°12'16" West, 77.23 feet along the east line of said 1/4 section to the point of beginning; continue thence South 0°12'16" West, 583.76 feet along said east line; thence South 89°14'06" West, 376.58 feet along the north line of Parcel A of Certified Survey Map No. 676 to the northwest corner thereof and the easterly line of Canadian National Rail Road; thence North 12°30'44" West, 620.17 feet along said easterly line to the south line of CTH "Q" (County Line Road); thence North 89°22'38" East, 488.63 feet along said south line; thence South 63°53'44" East, 49.42 feet along said south line to the centerline of Colgate Road and to the point of beginning.

Said parcel contains 269,280 square feet or 6.182 acres of land, more or less.

THAT I have made the survey, land division, and map by the direction of the owner of said land.
THAT the map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.
THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Town of Lisbon Land Division Ordinance in surveying, dividing and mapping the same.

(SEAL)
Baiba M. Rozite, Professional Land Surveyor  S-2351
CERTIFIED SURVEY MAP NO.

Part of the Northeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 19 East, in the Town of Lisbon, County of Waukesha, State of Wisconsin

OWNER'S CERTIFICATE

SPACE4U LLC, a Wisconsin Limited Liability Company, as owner, hereby certifies that said limited liability company caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of 3, 236,34, WIS. STATUTES.

SPACE4U LLC, a Wisconsin Limited Liability Company further certifies that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection: TOWN OF LISBON, WAUKESHA COUNTY, VILLAGE OF RICHFIELD (EXTRATERRITORIAL JURISDICTION)

WITNESS THE HAND AND SEAL OF SAID OWNER THIS ___________ DAY OF ____________________, 20__

IN THE PRESENCE OF:

________________________________________

STATE OF ________
COUNTY OF ________

PERSONALLY CAME BEFORE ME THIS ___________ DAY OF ____________________, 20__, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE _________ OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THE SAME.

________________________________________

NOTARY PUBLIC, STATE OF __________

MY COMMISSION EXPIRES ON __________.
CERTIFIED SURVEY MAP NO.

Part of the Northeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 19 East, in the Town of Lisbon, County of Waukesha, State of Wisconsin

TOWN OF LISBON PLAN COMMISSION APPROVAL:
Approved and accepted by the Plan Commission of the Town of Lisbon on this _______ day of _______ 20_____.

Joseph Osterman, Chairman                        Jane Stadler, Secretary

TOWN OF LISBON TOWN BOARD APPROVAL:
Approved and accepted by the Town Board of the Town of Lisbon in accordance with Resolution No. ______
approved on this _______ day of _______ 20_____.

Joseph Osterman, Town Chairman                     Dan Green, Town Clerk

EXTRATERRITORIAL REVIEW - VILLAGE OF RICHFIELD:
Approved by the Village of Richfield on this _______ day of _______ 20_____.

John Jeffords, Village President                  Donna Cox, Deputy Clerk
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 16, 2019


DATE SUBMITTED: May 9, 2019

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE PROPOSED CERTIFIED SURVEY MAP (CSM)?

ISSUE SUMMARY:

The petitioners before us tonight are Mr. and Mrs. Darrell S. Woltmann. They presently own two (2) lots in the Friess Lake Grove subdivision off Riverview Drive, which is located south of STH 167 on the northwest part of Friess Lake. The subject properties are Zoned Rs-1, Country Estates District. The surrounding greater parcel is zoned Rs-1, County Estates District and it is surmised that these parcels were at one time created and the zoning was not contemplated. Pursuant to Sec. 70.191(E), the minimum Lot area for lots with this zoning classification existing prior to April 18, 1996 was four (4) acres and parcels created after that date must have a minimum lot size of 10 acres. There is no maximum lot size. Both resultant subject property lots are considered legal, non-conforming. The structures on both proposed Lots are also both considered legal, non-conforming as they do not conform to a number of developmental requirements of the Chapter.

The two (2) lots are 0.534-acres and 0.303-acres, respectively. Lot 1 is a combination of Tax Keys V10_0482 and V10_048100A. Our petitioners, the Woltmann’s, own both lots which were previously bisected by a right-of-way. The Town of Richfield vacated this right-of-way around the time the Riverview Drive was paved. It was recorded with the Washington County Register of Deeds with Doc. #1170397 & #1172806. By law, when right-of-way is vacated, it goes to each adjoining property owner. In this case, the Woltmann’s own both sides and are petitioning this CSM for a few reasons. The first, is they’ve expressed a desire to build a detached garage west of their current home. The second, is the petitioners also sought to “clean-up” the right-of-way in front of their home which at one time infringed on the corner of their home and their existing driveway. If you recall, several months back the Village Board and Plan Commission considered a petition to vacate the right-of-way in favor of the “Highway Order” that was also filed with the Washington County Register of Deeds with Doc. #1141679. One of the “specific conditions of approval” was that prior to filing with the Register of Deeds, CSMs must be completed by the two (2) applicants who at the same time were undergoing the same vacation process.

To give some additional context, it was the Village’s desire several years ago to do an “Assessor’s Plat” for this area to do much of what is trying to be accomplished now: Lay out where the road is on many of these parcels, clean up the legal descriptions, vacate erroneous areas of right-of-way, and monument property boundary lines. The estimated cost for undertaking this effort would have been approximately $1,000 per household- reasonable by surveying standards. However, when the residents in this area were asked to take a survey on whether they would be supportive of the Village undertaking this action, the clear majority said “No”. Since that time, the Village has seen three (3) CSMs (two of which are being considered tonight) and we have reason to believe another five (5) are on the way to address the boat lots, primarily. These types of “piece-meal” approaches to the CSMs are costlier to the applicants in the long-run because essentially each segment
of road and property has to have the legal description tied into it. Then those meets and bounds need to be consistent with the other properties on the “survey block” and other previously recorded documents. I digress.

The adjacent Lot 2, owned by David P. and Katherine E. Buehler, is straighter forward, in part, because a CSM was already reviewed and approved by this Body. That CSM was CSM 4524 as recorded with the Register of Deeds. This CSM combined two (2) 50’ wide lots into a single lot. They were Lots 2 and 3 of the Friess Lake Grove Subdivision. How the home is oriented would also seem to support that understanding that the home predated the CSM, which is immaterial to the subject-matter at hand but interesting nonetheless. On the northernmost boundary of the Buehler property are surveying “hooker lines” suggesting that the property owner actually owns the area that was “vacated right-of-way” by Doc. #1170397 and #1172806. Additionally, like the Woltmann’s, the Buehler family will be picking up a little bit of property with our vacation of the right-of-way that exists on their proposed property boundary lines.

On March 26th the Village Staff received a written correspondence from the Village Engineer, Mr. Ron Dalton, recommending a conditional approval of the proposed CSM to the Village Board. However, there was a pending legal matter that needed to be better understood as it relates to the Lot 1 property. Specifically, it is pertaining to the area highlighted by the surveyor in the color “BLUE”. Technically speaking, this property is owned by another one of our petitioners tonight, Mr. Alan Wolf.

While there are several ways that this could be handled, it is the legal recommendation of our Village Attorney that if the property owners are amenable, this area be quit claim deeded to Mr. and Mrs. Woltmann. From speaking to Mr. Wolff, he is actively working with the petitioners to accomplish that task and it is noted as one of our conditions of approval below. A copy of the Village Engineer’s correspondence, as well as his redline markup of the actual CSM, has been included in the attachments for your convenience. You will see that there are a number of minor administrative comments, which will need to be addressed by the applicant.

At the Plan Commission meeting on May 2, 2019, the Commission recommended approval to the Village Board without objection.

**FISCAL IMPACT:**

Initial Project Costs: N/A
Future Ongoing Costs: N/A
Physical Impact (on people/space): Creation of a Two-Lot CSM
Residual or Support/Overhead/Fringe Costs: N/A

**ATTACHMENTS:**

1. Washington County GIS Aerial view
2. Washington County GIS Base Layer view
3. Letter dated March 26, 2019 from Village Engineer Ron Dalton

**STAFF RECOMMENDATION:**

Motion to approve of the proposed Two-Lot Certified Survey Map for properties identified by Tax Keys: V10_0482, V10_048300A and V10_048300B, subject to the following Specific and General Conditions of Approval:
Specific Conditions of Approval:

1. The Village be presented with the necessary Quit Claim Deed documents or other legal instrument used to convey property between Mr. and Mrs. Woltmann and Mr. Wolff. This shall be reviewed to the satisfaction of the Village Engineer.

2. Prior to filing the CSM, to the satisfaction of the Village Engineer, the Road Vacation documents will be finalized with the documents being filed contemporaneously.

General Conditions of Approval:

1. **Staff and Governmental Approval:** Subject to the developer satisfying all comments, conditions and concerns of the Village Planner, Village Engineer and all reviewing, objecting and approving bodies, which may include but not limited to the State of Wisconsin Department of Safety and Professional Services per ch. 236, Wisconsin Statutes and Ch. SPS 385, Wisconsin Administrative Code; the State of Wisconsin Department of Transportation per ch. Trans. 236, Wisconsin Statutes, and Washington County; in regard to the Final Plat, and obtaining all necessary permits and approvals, and satisfaction of applicable requirements of State, federal and Village Codes, statutes lawful orders, prior to commencing recording of the Final Plat, whichever is earlier.

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

3. **Payment of Charges:** Any unpaid bills owned to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permits fees or any other fees owned to the Village shall be placed upon the tax roll for the Subject Property if not paid within 30 days of billing by the Village, pursuant to Section 66.0627, Wis. Stats. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of the conditional approval.
May 13, 2019

PLSS Boundary

Road Centerline I, USH
Road Centerline STH, CTH
Road Centerline TWN, CVS, PVT

Meander Line

Landhook

Lot

Washington County
Washington County, Wisconsin
March 26, 2019

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

RE: Woltmann/Buehler Certified Survey Map (CSM) Review

Dear Mr. Healy:

We have completed our review of the above referenced CSM received on March 19, 2019. The CSM was prepared by Accurate Surveying & Engineering LLP., Donald T. Thoma P.L.S. It is our understanding that the proposed Land Division is being proposed under section 330-11.1 of the Village Code.

We have the following comments and recommendations:

Sheet 1:
- The blue triangle is owned by adjacent owners, it was erroneously included in the vacation document.
- Should the vacated Right of Way of Riverview Drive be split in half and equally annexed to adjacent land owners s. 66.1005.
- Change “right of way” to “Highway Order”.
- Highway order lines do not parallel the centerline of the road as traveled, which was the intent of the Highway order.

Sheet 2:
- Remove “right of way” and replace with Highway Order Line, document number 1141679 as recorded in ...(see attached)

Submitted data has been reviewed for conformance with generally accepted surveying practices and Village policies. Although this data has been reviewed, the surveyor is responsible for the thoroughness and accuracy of survey and supplemental data and for compliance with all state and local codes, ordinances and procedures. Modification to the survey, etc., may be required should errors or changed conditions be found at a future date.
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

[Signature]

Ron Dalton, P.E.
Director/Office Manager
RD/MJR

Enclosure(s): As Noted
Cc: Donald T. Thoma, Accurate Surveying & Engineering LLP. w/encl.,via email
Should the vacated Right of Way be split in half, with equal halves being annexed equally to adjacent owners s.66.1005
Washington County Certified Survey Map

Lot 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. 1170397, 1172806 and __________ all in Fries Lake Grove, including Lot One (1) of Certified Survey Map No. 4524 as recorded in the Washington County Registry in Volume 30 of Certified Survey Maps on pages 173-174 as Document No. 690334, all in the NW 1/4 of the NW 1/4 of Section 17, Township 9 North Range 19 East, Village of Richfield, Washington County, Wisconsin.

Curve Data

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Surveyor's Certificate:

I, Donald J. Thoma, Professional Land Surveyor, hereby certify that by the direction of Darrell Wollmann and David Buehler, I have surveyed, divided, and mapped the land shown and described herein, Lot 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. 1170397, 1172806 and __________ all in Fries Lake Grove, including Lot One (1) of Certified Survey Map No. 4524 as recorded in the Washington County Registry in Volume 30 of Certified Survey Maps on pages 173-174 as described in this survey and which is bounded and described as follows:

At the northwest corner of said Section 17; thence S 00° 47' 25" E, along the west line of said NW 1/4, 109.00 feet, to the line of Lot 2, Block 1, and the point of beginning of lands herein described; thence S 00° 47' 25" E, along the northeasterly line of said Lot 2, Block 2, 250.00 feet, to a point in centerline of said vacated right-of-way, Document No. 1170397 and 1172806; thence N 00° 47' 25" E, along said centerline, 101.39 feet, to the intersection of the northeasterly extension of said Lot 3, Block 2; thence S 89° 41' 31" E, along said northerly line of said Lot 3, Block 3, Block 2; thence S 00° 47' 25" E, along the northerly line of said Lot 3, Block 3, along the right-of-way line of Riverview Drive, thence southeasterly along said northerly right-of-way line and the arc of a curve to the lot 171.45 feet, radius 297.33 feet, delta 22° 34' 47", chord S 68° 08' 20" W 116.59 feet, thence southeasterly continuing along said northerly right-of-way line of Riverview Drive and the arc of a curve to the lot 83.64 feet, radius 107.00 feet, delta 44° 27' 49", chord S 34° 34' 22" W 80.97 feet, to the intersection of the southeasterly extension of the southeasterly line of said Lot 2, Block 1; thence N 81° 38' 51" W, along said southeasterly extension and southeasterly line of Lot 2, Block 1, 145.53 feet, to a 1.3 inch iron pipe found in said west line of the NW 1/4, marking the southeasterly corner of said Lot 2, Block 1, thence N 00° 47' 25" W, along said west line of the NW 1/4, 125.00 feet, to the point of beginning.

Continuing 0.8365 acre (36,441 square feet) more or less.

I further certify that I have fully complied with the provisions of sec. 336.34 of Wisconsin Statutes and the Village of Richfield Land Division Ordinance per Chapter 330 of the Village Code (subdivision regulations) in surveying, dividing, and mapping said lands, and that this map is a correct representation of the exterior boundaries of the land surveyed and the division of said lands.

Dated this __________ day of _________________, 2019.

Donald J. Thoma, S-2470
 Вашингтонский Область Сертифицированный Топографический карты

Lot 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. 1170597, 1172609 and __________ all in File Lake Grove,
including Lot One (1) of Certified Survey Map No. 4524 as recorded in the Washington County Registry in
Volume 36 of Certified Survey Maps on pages 173-174 as Document No. 09534, all in the NW 4 of the NW
1/4 of Section 17, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

Owner's Certificate:
As owners of Lot 1, we hereby certify that we agree on the boundary and caused the land
shown and described herein to be surveyed, divided and mapped as represented on this Certified
Survey Map. We also certify that this Certified Survey Map is required to be submitted to the
following for approval:
Village of Richfield Plan Commission
Village of Richfield Village Board

Dorall S. Volkmar - Owner
Kristine M. Volkmar - Owner

STATE OF WISCONSIN)
WASHINGTON COUNTY)s.a.
Personally came before me this____day of_________________, 201__, the above named owners
and to me known to be the same persons who executed the foregoing instrument and acknowledge
the same.
(Notary Seal)______________________________Notary Public____________________________Wisconsin.

My commission expires______________________________

Consent of Corporate Mortgage:
________________________, a corporation duly organized and existing under and by virtue
of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to
the surveying, dividing and mapping of the land described on this Certified Survey Map, and
does hereby consent to the above certificates of Darrell S. and Kristine M. Volkmar owners.

IN WITNESS WHEREOF, the said ______________________ has caused these presents to be signed
by ______________________, its President, and countersigned by__________________________
its Secretary(cashier), at ______________________________(State) and its corporate seal to be hereunto
affixed this____day of________________, 201__
in the presence of:

Corporate Name

______________________________ (Corporate Seal)

President_________________________Secretary of Cashier_________________________Date

STATE OF WISCONSIN)
WASHINGTON COUNTY)s.a.
Personally came before me this____day of_________________, 201__
President, and ______________________, Secretary(cashier) of the above named corporation, to me
known to be the persons who executed the foregoing instrument, and to me known to be such President and
Secretary(cashier) of said corporation, and acknowledge that they executed the foregoing instrument as such
officers as the deed of said corporation, by its authority.
(Notary Seal)______________________________Notary Public____________________________Wisconsin.

My commission expires______________________________

Donald J. Thoma, S-2470

Dated this____day of_________________, 2019.
Washington County Certified Survey Map
Lot 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 Nos. 1176937, 1176806, and all in File No. 1 of Certified Survey Map No. 4524 as recorded in the Washington County Registry in Volume 30 of Certified Survey Maps on pages 173-174 as Document No. 890334, all in the NW 1/4 of the NW 1/4 of Section 17, Township 9 North Range 19 East, Village of Richfield, Washington County, Wisconsin.

Owner’s Certificate:

As owners of Lot 2, we hereby certify that we agree on the boundary and caused the land shown and described herein to be surveyed, divided and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the following for approval:

Village of Richfield Plan Commission
Village of Richfield Village Board

_____________________________  _______________________________
David P. Buehler - Owner     Katherine E. Buehler - Owner

STATE OF WISCONSIN
WASHINGTON COUNTY

Personally came before me this _____ day of __________, 201__, the above named owners are to me known to be the same persons who executed the foregoing instrument and acknowledge the same.

(Notary Seal) ____________________________, Notary Public, __________, Wisconsin.

My commission expires ________________________

Donald J. Thoma, S-2470
Dated this _____ day of __________, 2019.

Consent of Corporate Mortgage:

_____________________________ _______________________________
_____________________________ _______________________________

IN WITNESS WHEREOF, the said ______________________ has caused these presents to be signed by ________________________, its President, and countersigned by ________________________

It Secretary (Cashier), ________________________ (State) and its corporate seal to be hereunto affixed this _____ day of __________, 201__

in the presence of:

_____________________________ _______________________________
_____________________________ _______________________________

STATE OF WISCONSIN
WASHINGTON COUNTY

Personally came before me this _____ day of __________, 201__, ________________________

President, and ________________________, Secretary (Cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (Cashier) of said corporation, and acknowledge that they executed the foregoing instrument as such officers as the dead of said corporation, by its authority.

(Notary Seal) ____________________________, Notary Public, ________________________, Wisconsin.

My commission expires ________________________
Washington County Certified Survey Map
Lot Two (2), Block One (1), Lot One (1), Two (2) and Three (3), Block Two (2) and part of the Vacated Right-of-Way contained in Document No. 1170397, 1170056 and ____________, all in Fries Lake Grove, including Lot One (1) of Certified Survey Map No. 4254 as recorded in the Washington County Registry in Volume 30 of Certified Survey Maps on pages 173-174 as Document No. 699334, all in the NW 1/4 of the NW 1/4 of Section 17, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

Village of Richfield Village Board Approval:
This land division is hereby approved and accepted by the Village of Richfield

Village Board this ___ day of ____________________, 201__

__________________________  __________________________
John Jellards – Village President       Jim Healy – Village Administrator/Clerk

__________________________
Donald J. Thoma, S-2470

Dated this ___ day of ________________, 2019.

This instrument was drafted by Donald J. Thoma, S-2470
POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE PROPOSED CERTIFIED SURVEY MAP (CSM)?

ISSUE SUMMARY:

The petitioners before us tonight are the Lavern H. Wolf Rev. Trust and Betty Jan Wolf Rev. Trust (herein after “Wolf” or “Petitioners”). They presently own the parent parcel by which the Friess Lake Grove subdivision south of STH 167 was created from. This area is located on the northwest part of Friess Lake. The subject properties are Zoned Rs-1, Country Estates District, F-1, Floodplain District, and Rs-3, Single Family District. It is a legal lot of record. Section 70.12 of the Village Code of Ordinances defined a “Lot” as the following:

“A parcel of land on which a principal building and its accessory building are placed, together with the required open spaces; provided, that no such parcel after September 18, 2014 may be bisected by a public street or other public or private right-of-way and shall not include any portion of a public right-of-way. No lands dedicated to the public or reserved for roadway purposes shall be included in the computation of lot size for the purposes of this chapter.”

In this instance and, while we have one Tax Key for this property, we technically have three (3) Lots by definition. The purpose of this CSM is for the petitioner to complete the required action of him for the road right-of-way vacation petition and to further clarify via CSM the contours of this road.

To give some additional context, it was the Village’s desire several years ago to do an “Assessor’s Plat” for this area to do much of what is trying to be accomplished now. Lay out where the road is on a majority of these parcels, clean up the legal descriptions, vacate erroneous areas of right-of-way, and monument property boundary lines. The estimated cost for undertaking this effort would have been approximately $1,000 per household- reasonable by surveying standards. However, when the residents in this area were asked to take a survey on whether they would be supportive of the Village undertaking this action, the clear majority said “No”. Since that time, the Village has seen three (3) CSMs (two of which are being considered tonight) and we have reason to believe another five (5) are on the way to address the boat lots, primarily. These types of “piece-meal” approaches to the CSMs are costlier to the applicants in the long-run because essentially each segment of road and property must have the legal description tied into it. Then those meets and bounds need to be consistent with the other properties on the “survey block” and other previously recorded documents. I digress.

On March 26th the Village Staff received a written correspondence from the Village Engineer, Mr. Ron Dalton, recommending a conditional approval of the proposed CSM to the Village Board. However, there was a pending legal matter that needed to be better understood as it relates to the Lot 1 property on the Woltmann/Buehler CSM being considered tonight. Specifically, it is pertaining to the area highlighted by the surveyor in the color “BLUE”. Technically speaking, this property is owned by Mr. Wolf.
While there are several ways that this could be handled, it is the legal recommendation of our Village Attorney that if the property owners are amenable, this area be quit claim deeded to Mr. and Mrs. Woltmann. From speaking to Mr. Wolff, he is actively working with the petitioners to accomplish that task and it is noted as one of our conditions of approval below. A copy of the Village Engineer’s correspondence, as well as his redline markup of the actual CSM, has been included in the attachments for your convenience. You will see that there are a number of comments which will need to be addressed by the applicant. One of the concerns was related to whether the site would “perk” for a septic system. The Village was provided a “Soil Evaluation Report” prepared by Jack Lietzau dated February 28, 2019 to confirm that the site is suitable for septic system.

Last, the “Out Lot” that is being created will run adjacent to another property owned by a sibling in the Wolf family. The sibling gains their access through this “Out Lot”. It is possible that at some point in the future this “Out Lot” becomes absorbed into the adjacent property. However, the Village’s Consultant Planner believes that to prevent this property from being bought and sold as a buildable lot, restrictions should be placed on the face of the CSM to say who this “Out Lot” can be sold to, the fact that it may be considered non-conforming, and that it is not buildable.

At the Plan Commission meeting on May 2, 2019, the Plan Commission recommended approval to the Village Board of this proposed CSM without objection.

**FISCAL IMPACT:**

| Initial Project Costs: N/A |
| Future Ongoing Costs: N/A |
| Physical Impact (on people/space): Creation of a Two (2) Lot and One Out Lot CSM |
| Residual or Support/Overhead/Fringe Costs: N/A |

**ATTACHMENTS:**

1. Washington County GIS Aerial view
2. Washington County GIS Base Layer view
3. Letter dated March 1, 2019 from Village Engineer Ron Dalton

**STAFF RECOMMENDATION:**

Motion to approve the proposed Two-Lot and One Out-Lot Certified Survey Map for property identified by Tax Key: V10_045400A, subject to the following Specific and General Conditions of Approval:

**Specific Conditions of Approval:**

1. The Village be presented with the necessary Quit Claim Deed documents or other legal instrument used to convey property between Mr. and Mrs. Woltmann and Mr. Wolff. This shall be reviewed to the satisfaction of the Village Engineer.
2. Prior to filing the CSM, to the satisfaction of the Village Engineer, the Road Vacation documents will be finalized with the documents being filed contemporaneously.
3. Prior to the filing of the CSM, the petitioner shall place verbiage on the face of the CSM to the satisfaction of the Village Planner related to the “Out Lot”.

**General Conditions of Approval:**

1. **Staff and Governmental Approval:** Subject to the developer satisfying all comments, conditions and concerns of the Village Planner, Village Engineer and all reviewing, objecting and approving bodies, which may include but not limited to the State of Wisconsin Department of Safety and Professional Services per ch. 236, Wisconsin Statutes and Ch. SPS 385, Wisconsin Administrative Code; the State of Wisconsin Department of Transportation per ch. Trans. 236, Wisconsin Statutes, and Washington County; in regard to the Final Plat, and obtaining all necessary permits and approvals, and satisfaction of applicable requirements of State, federal and Village Codes, statutes lawful orders, prior to commencing recording of the Final Plat, whichever is earlier.
2. **Professional Fees:** Petitioner shall, on demand, reimburse the Village of all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of
required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.

3. **Payment of Charges:** Any unpaid bills owned to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permits fees or any other fees owned to the Village shall be placed upon the tax roll for the Subject Property if not paid within 30 days of billing by the Village, pursuant to Section 66.0627, Wis. Stats. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of the conditional approval.

---

**APPROVED FOR SUBMITTAL BY:**  

[Signature]

Village Staff Member

[Signature]

Village Administrator

**VILLAGE CLERK USE ONLY**

<table>
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March 1, 2019

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

RE: Wolf Certified Survey Map (CSM) Review

Dear Mr. Healy:

We have completed our review of the above referenced CSM received on February 12, 2019. The CSM was prepared by Continental Surveying Services LLC, Rick Hillman P.L.S. It is our understanding that the proposed Land Division is being proposed under section 330-11.1 of the Village Code.

In addition to the review comments and the attached mark ups, it is difficult to discern if the proposed Right of Way will cover enough area of the roadway and its components (signage, shoulder, etc.) to facilitate roadway maintenance going forward. As currently shown, the Right of Way varies from roughly 90' wide at the road spilt down to 25' along the standard road widths. There are several areas of concern, see attached screen shots, where the proposed right of Way does not cover the pavement by more than what I would consider error from the ortho registration. I understand the intent of the proposed dedication was to cover the existing traveled roadway and keep it as close to the original width as platted on the Friess Lake Grove plat of 25', but as shown there may be a need to expand the proposed Right of Way to cover the Village's needs.

We have the following comments and recommendations:

Sheet 1:
- Village ordinance requires that minimum setback lines be shown on the CSM
- Dimension existing buildings to setback lines
- Provide area of proposed Right of Way being dedicated
- Provided proposed Right of Way width
- Show floodplain
- Show contours
- Provide borings for Lot 2
- Section 330-11.1E(1) of the Village code requires that if a Certified Survey Map is approved with one or more substandard lots, a notation shall be shown on the face of the survey as follows:

  Cedarburg  |  Green Bay  |  Madison  |  Menomonie
Parcel is a substandard lot and was approved ....

Lot 2 has 22 sides, Section 330-42.b(5) requires that lots shall have no more than 5 sides.

Submitted data has been reviewed for conformance with generally accepted surveying practices and Village policies. Although this data has been reviewed, the surveyor is responsible for the thoroughness and accuracy of survey and supplemental data and for compliance with all state and local codes, ordinances and procedures. Modification to the survey, etc., may be required should errors or changed conditions be found at a future date.

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

[Signature]

Ron Dalton, P.E.
Director/Office Manager
RD/MJR

Enclosure(s): As Noted
Cc: Rick R. Hillman, Continental Surveying LLC, w/encl., via email
This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on the 23rd day of January, 2019  Sheet 1 of 4

NOTE: All bearings are referenced to the North line of the NW ¼ of Section 17, Township 9 North, Range 10 East Sews N 89°24'03" E.

Project No.: 20180112-CSM0001
### Curve & Line Table

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</tbody>
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**NOTE:** All borings are referenced to the North line of the NW 1/4 of Section 17, Township 9 North, Range 19 East, bears N 89° 40' 00" E.
Certified Survey Map
Being a part of the Northwest ¼ of the Northwest ¼ of Section 17, Township 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Rick R. Hillmann, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a parcel of land located in a part of the Wisconsin, now being more particularly bounded and described and follows:

Commencing at the Northwest Corner of Section 17, Township 9 North, Range 19 East, and being the Point of Beginning of lands hereinafter described;

Thence N 89°24'00" E along the north line of the northwest ¼ of said Section, 938.37 feet; thence S 00°23'00" E, 375.00 feet; thence S 28°53'45" W, 425.53 feet; thence S 70°05'57" W, 33.30 feet; thence S 57°50'00" W, 173.86 feet; thence S 49°03'00" W, 45.11 feet; thence S 82°23'00" W, 61.11 feet; thence N 44°16'00" W, 14.30 feet; thence N 35°38'21" W, 55.86 feet; thence N 43°15'10" W, 121.94 feet; thence N 51°50'33" W, 78.91 feet; thence N 82°23'40" W 128.03 feet; thence N 11°35'31" W, 46.61 feet; thence N 00°36'00" E, 43.32 feet; thence N 74°38'40" E, 154.13 feet; thence N 25°08'40" W 174.59 feet; thence S 53°27'40" W, 101.59 feet; thence S 46°18'40" W, 74.80 feet; thence S 57°16'20" W, 46.61 feet to the west line of the aforementioned northwest ¼; thence N 00°14'22" W along said west line of the northwest ¼, 459.21 feet to the place of beginning of this description.

The gross area of said parcel contains 629,506 Square feet or 14.4514 Acres of land more or less.

That I have made such survey, land division and map by the direction of Laverne H. and Betty J. Wolf, owner of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the Village of Richfield in surveying, dividing and mapping same.

Dated this____ day of _______ 20____

Rick R. Hillmann PLS
Professional Land Surveyor S-3005
Certified Survey Map

Being a part of the Northwest 1/4 of the Northwest 1/4 of Section 17, Township 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin.

OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and ordinances of Village of Richfield, this ______ day of ______, 20____.

Laverne H. Wolf  Betty J. Wolf

STATE OF WISCONSIN  ) SS
County of ____________)

Personally came before me this ______ day of ______, 20____, the above named Laverne H. and Betty J. Wolf, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Print Name __________________________
Notary Public, __________________________ County, WI.
My Commission Expires: __________________________

VILLAGE OF RICHFIELD BOARD APPROVAL:

This land division is hereby approved and hereby accepted by the Village of Richfield Village Board this ______ day of ______, 20____.

John Jeffords  Village President

Jim Heery  Village Administrator/Clerk

CONTINENTAL SURVEYING SERVICES LLC

Main Office:
2059 Hey 175, Suite "A"
Richfield WI 53076

Phone: (262) 389-9200
Website: www.casssurveys.com
Email: survey@casssurveys.com

NOTE: All bearings are referenced to the North line of the NW 1/4 of Section 17, Township 9 North, Range 19 East bears N 89°24'00" E.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on the 22nd Day of January, 2019.
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.
7 g
VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 16, 2019

SUBJECT: 2019 PASER Update – Kunkel Engineering Group
DATE SUBMITTED: May 9, 2019
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE PROPOSAL FROM KUNKEL ENGINEERING GROUP FOR THE 2019 PASER UPDATE?

ISSUE SUMMARY:

PASER Background:
The Pavement Surface Evaluation Rating (PASER) scale is a 1-10 rating system for road pavement condition developed by the University of Wisconsin-Madison Transportation Information Center. PASER uses visual inspection to evaluate pavement surface conditions. When assessed correctly, PASER ratings provide a basis for comparing the quality of roadway segments. The advantage to this method is that roads may be assessed relatively quickly. The State of Wisconsin requires municipalities across the State to rate their network of roads in odd numbered years. Numerical PASER ratings are translatable to condition categories and prescribed treatment options, as shown below:

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<th>Rating</th>
<th>Treatment (Asphalt)</th>
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<td>9-10</td>
<td>No maintenance required</td>
<td>No maintenance required</td>
</tr>
<tr>
<td>Good</td>
<td>7-8</td>
<td>Crack sealing and minor patching</td>
<td>Routine maintenance</td>
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<tr>
<td>Fair</td>
<td>5-6</td>
<td>Preservation treatments (non-structural)</td>
<td>Surface repairs, partial-depth patching</td>
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<td>Poor</td>
<td>3-4</td>
<td>Structural renewal (overlay)</td>
<td>Extensive slab or joint rehabilitation</td>
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<tr>
<td>Failed</td>
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<td>Reconstruction</td>
<td>Reconstruction</td>
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In 2015 and 2017, Kunkel Engineering Group inspected the public roadways, approximately 146 miles in length, under the Village’s jurisdiction for statutory biennial reporting of the pavement condition to the Wisconsin Department of Transportation. In 2017, a weighted overall pavement rating was determined using the computer-generated WISLR inventory prior to the inspection and compared to some weighted ratings computed after the field inspection. The weighted rating is the project of the length of roadway multiplied by the ratings (a scale of 1 to 10, worst to best) for that section of roadway, summed and divided by the total length of the Village’s roadways. The weighted rating prior to the inspection was 6.291. The 2017 weighted ratings, after the inspection, was 6.239, a nominal increase. This would give the Village’s road classification as being “Fair”. Below are the results from the last two (2) years PASER Road Ratings.

2015 & 2017 PASER Road Ratings Results – 146 Miles

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<th>2017</th>
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<tr>
<td>9</td>
<td>4.45 miles (3.05%) &amp; 3.78 miles (2.59%)</td>
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<td>15.71 miles (10.75%) &amp; 11.59 miles (7.94%)</td>
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<td>3</td>
<td>0.15 miles (0.10%) &amp; 0.39 miles (0.27%)</td>
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All Wisconsin municipalities rate their roads using PASER which is then entered into a WisDOT managed database called WISLR or the Wisconsin Information System for Local Roads. WISLR stores detailed roadway data such as surface type, surface width, pavement ratings, shoulder width, traffic lanes, functional classification, and more. Users of WISLR can view both their own roadway inventory data and State roadway inventory data.

One of the newer tools that PASER makes available to its users is called “PASERWARE”, which shows different types of “what if” modeling financial charts. It can project road conditions up to six (6) years into the future and shows the effects on road conditions with different budget allocations, project selections, and maintenance decisions. These “what if” scenarios and how to effectively utilize the program were previously studied by the Village’s Administrative Services Coordinator when she attended an all-day seminar in the City of Appleton back in late 2017. Staff is recommending we build on the abilities of this financial forecasting program at the Capital Improvement Plan Subcommittee level so that a greater understanding of future financial obstacles related to our infrastructure can be identified.

In November of 2018, the Village residents passed a road referendum to double the amount of money the Village is able to levy for the purposes of “road construction” and “road maintenance”. This $750,000 increase will unquestionably help to increase the overall ratings of the Village’s network of roads. However, with this increase in road maintenance funding comes the increased responsibility in effectively planning our road construction efforts—whether that is with our typical road construction process of pulverizing the existing asphalt and overlaying a top course, increasing our crack filling efforts, sealcoating roadways recently repaired in the last 7-9 years, shoulder repair, base patching areas with failed bases, or storm water management efforts.

Tonight, the Village Staff is requesting the Board to consider a proposal from Kunkel Engineering Group to conduct our PASER updates for 2019. The cost to conduct this service on behalf of the Village is the same that it was in 2015 and 2017. That amount is $2,250 and the details of those services are included in the attachments for your convenience.

**FISCAL IMPACT:**

| Initial Project Costs: | $2,250 |
| Future Ongoing Costs: | Variable |
| Physical Impact (on people/space): | Physical rating of Village roadways |
| Residual or Support/Overhead/Fringe Costs: | Variable |

**ATTACHMENTS:**

1. Letter dated May 6, 2019 from Village Engineer Mitch Leisses

**STAFF RECOMMENDATION:**

Motion to authorize the Village Engineer to perform the 2019 PASER Road Ratings Update in the amount of $2,250.
May 6, 2019

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

Re: Village of Richfield - WISLR Road Rating Proposal

Dear Mr. Healy:

Please consider this transmittal a formal proposal for Kunkel Engineering Group to provide road rating services and report updating in conjunction with the WISLR Report for the Village of Richfield. Roads that have been previously rated and inventoried on the WISLR site shall be reevaluated to determine if ratings have changed due to deterioration over the last two years. Any new roads constructed within the Village will be inspected and added to the Village of Richfield’s road inventory listed on this site. Following the road rating in the field, Kunkel Engineering Group will update the Village’s inventory on the WISLR site for each road and prepare a brief summary of the changes in the road ratings over the last two years.

The WISLR Road Rating and Report Updating Project will be undertaken for $2,250 as detailed on Attachment “A”, Scope of Services, which accompanies this proposal.

Mr. Healy, on behalf of the Kunkel Engineering Group, I want to thank you in advance for your consideration of this proposal. Should you or representatives of the Village Board have any questions or comments, please do not hesitate to contact me.

Sincerely,

KUNKEL ENGINEERING GROUP

Mitchell Leisses  
Project Manager

Attachments

cc: Brett Thicke, Public Works Supervisor
VILLAGE OF RICHFIELD
WISLR ROAD RATING & REPORT UPDATING
SERVICES PROPOSAL

SCOPE OF SERVICES

A. Services

1. Research existing Village road inventory from WISLR site
2. Rate both new and existing roads in the Village based on PASER standards
3. Update WISLR report with new road rating inventory
4. Prepare brief summary for Village Board stating changes in the WISLR report

TOTAL $2,250.00

NOTES:

1. Services described herein are intended to be comprehensive. Should the Village of Richfield require more or fewer services than described, cost and adjustments will be negotiated.

2. Kunkel Engineering Group will attend meetings with the Village of Richfield, as necessary, to ensure the project conforms to the Village’s requirements. The Village of Richfield will not be invoiced for Kunkel Engineering Group’s attendance at said meetings.
7h
VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 16, 2019

SUBJECT: Release of Letter of Credit – Bridlewood Estates (Hartford Land Development, LLC)
DATE SUBMITTED: May 9, 2019
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE VILLAGE ENGINEER FOR THE RELEASE OF THE LETTER OF CREDIT FOR BRIDLEWOOD ESTATES?

ISSUE SUMMARY:
The Village of Richfield has a Letter of Credit in the amount of $84,011.25 for the Bridlewood Estates Subdivision off Hillside Road. Now that the year warranty period has passed, the Developer is seeking the release of funds that we have held since April 17, 2017. On April 18, 2019 the Village Engineer provided the Village with the following emailed correspondence:

"…I have had a chance to inspect the Bridlewood Estate Subdivision. To date, all construction elements have been completed and (it is) acceptable to release funds". – Village Engineer Mitch Leisses, Kunkel Engineering Group

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

ATTACHMENTS:
1. Letter of Credit for Hartford Land Development

STAFF RECOMMENDATION:
Motion to accept the recommendation of the Village Engineer for the release of the Letter of Credit for Hartford Land Development, LLC, for the Bridlewood Estates Subdivision, in the amount of $84,011.25.
IRREVOCABLE STANDBY LETTER OF CREDIT NO. 1648-1

Beneficiary: Village of Richfield
C/O Jim Healy, Village Administrator
4128 Hubertus Road
Hubertus, WI 53033

Date: April 17, 2017

Maximum Amount: $560,075.00
Expiration Date: April 17, 2019 if proper notice is provided

We hereby authorize you to draw on us for the Account of Hartford Land Development, LLC (Applicant), up to an aggregate amount of Five Hundred Sixty Thousand Seventy-five Dollars and Zero Cents ($560,075.00), which is available by Beneficiary's draft(s) at sight marked "Drawn Under Tri City National Bank Irrevocable Standby Letter of Credit No. 1648-1 dated April 17, 2017."

This Letter of Credit #1648-1 replaces the original Letter of Credit #1648, which is void.

This Irrevocable Letter of Credit is issued to provide security to the Village of Richfield for the performance of Applicant obligations under that certain Agreement dated April 25, 2017, entitled Developer's Agreement for Bridlewood Estates, Village of Richfield, Washington County, Wisconsin, between the Village of Richfield and Hartford Land Development, LLC.

DRAFTS ARE TO BE ACCOMPANIED BY:

A statement signed by the Village Administrator of the Village of Richfield stating that Applicant has failed to complete the construction of subdivision improvements in accordance with said Agreement or otherwise comply with the obligations of the Agreement. All such demands shall be honored on presentation without notice to or subject to confirmation by Applicant.

SPECIAL CONDITIONS:

Partial Draws are permitted under this Letter of Credit.

This Irrevocable Letter of Credit may be reduced from time to time as and to the extent that the portion of work required under the aforementioned Agreement is completed and paid for, provided, however, that no such reduction shall occur until the issuer has received a written statement from the Village Administrator of the Village of Richfield. Said statement should set forth the amount of the reduction and the amount of the remaining balance payable under this Credit.
This Letter of Credit is irrevocable. This Letter of Credit will terminate twenty-four months from the date of issuance provided, however, termination hereof shall not be effective unless, not less than ninety (90) days prior to the expiration date and not more than one hundred-twenty (120) days prior to the expiration date, written notice is delivered to the Village of Richfield indicating that this Letter of Credit, pursuant to its terms, will expire. If said notice is not given at least ninety (90) days prior to the expiration, or if said notice is given more than one hundred-twenty (120) days prior to the expiration date, this Letter of Credit shall terminate upon ninety (90) days written notice to the Village of Richfield.

It is hereby agreed by all parties hereto that the reference to "Agreement" is for identification purposes only and such reference shall not be construed in any manner to require Tri City National Bank to inquire into its terms and obligations.

This Letter of Credit shall be governed by the laws of the State of Wisconsin.

We agree with you that drafts drawn under and in compliance with the terms of this credit will be duly honored if presented on or before the expiration date. This original Irrevocable Letter of Credit must be submitted to us together with any drawings hereunder for our endorsement of any payments effected by us and/or for cancellation.

Sincerely,

Tri City National Bank

BY Jeri M. Sturino, Senior Vice President
September 26, 2018

Jeri M. Sturino, Senior Vice-President
10909 West Greenfield Ave, STE 100
West Allis, WI 53214-2398

RE: Letter of Credit Reduction No. 2 for Bridlewood Estates

Dear Jeri M. Sturino,

Please consider this transmission approval to reduce the Letter of Credit for Bridlewood Estates from $135,487.50 to $84,011.25. This is the second reduction that has been asked for and granted.

Sincerely,

Jim Healy
Village Administrator

CC: Mike Kaerek, Kaerek Homes Inc.
Deanna Hupe, Deputy Treasurer
September 26, 2018

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

Re: Bridlewood Estates Dedication of Improvements

Dear Mr. Healy,

I hereby unconditionally give, grant, convey and fully dedicate the public improvements spelled out in the developers agreement for Bridlewood Estates subdivision to the Village of Richfield, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. The Village of Richfield shall have the right to connect or integrate other improvements as the Village decides, with no payment or award to, or consent required of Hartford Land Development.

Sincerely,

Michael J. Kaerek, Member
Hartford Land Development, LLC

11600 West Lincoln Avenue • West Allis, WI 53227-1018
Phone 414.321.5300 • Fax 414.321.8622
www.kaerekhomes.com
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 16, 2019

SUBJECT: Exploration of Human Resources Management Agreement with Washington County

DATE SUBMITTED: May 9, 2019

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ALLOW THE VILLAGE ADMINISTRATOR TO WORK WITH WASHINGTON COUNTY TO DRAFT A PROPOSED INTERGOVERNMENTAL AGREEMENT FOR HUMAN RESOURCES MANAGEMENT SERVICES?

ISSUE SUMMARY:
As the Board is well-aware, the Village of Richfield’s full-time administrative staff is limited to four (4) people. One of the areas organizationally that I have come to realize we are deficient in is the lack of human resources training and guidance. In Richfield, many human resource management decisions are made by me. That includes hiring of employees, firing of employees, any disciplinary proceedings, annual employee evaluations and reviews, talent management, benefits administration, health insurance administration, risk management, employee/employer rights, training, etc. While I have been able to navigate these areas well over the last five (5) years, oftentimes I am reaching out to personal contacts I have within the human resources field, former college professors who teach human resources management which I had in my MPA program, or our labor attorney. While I believe there will always be instances where our labor attorney will be necessary, it seems wholly unnecessary to be utilizing him for basic human resources functions that any professional generalist would be able to assist with.

Tonight, I am seeking the authority to work with the County’s Government Affairs Coordinator to help create an intergovernmental agreement for human resources management services. The Village currently has a similar agreement for Geographical Information System (GIS) services where we are charged a rate of $75.00/hr for services we at one time were paying our consultant engineer approximately double for. I believe that the same type of savings could be realized with an intergovernmental agreement with Washington County and they have expressed an interest in exploring the same with me, pending the Board’s approval.

FISCAL IMPACT:

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

ATTACHMENTS:
None.

STAFF RECOMMENDATION:

Motion to authorize the Village Administrator to work with the Washington County Government Affairs Coordinator on the creation of an intergovernmental agreement for human resources management services, to be considered at a future meeting.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY

Village Staff Member

Resolution No.
Ordinance No.
Approved
Other
Continued To:
Referred To:
Denied
File No.
7 j
POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE PROPOSED CHANGES TO THE ADOPTED DEVELOPER’S AGREEMENT FOR KWIK TRIP?

ISSUE SUMMARY:

In November of 2018, the Village approved a Developer’s Agreement with Kwik Trip for their future gas station/convenience store located on STH 167. Since that time, the Village has been taking steps towards its impending construction by receiving approval from the State Office of the Commissioner of Railroad and various plan design elements with the Wisconsin DOT. Since the Village is responsible for the purchase of much of the infrastructure improvements, which Kwik Trip is entirely funding, they have agreed to the establishment of a cash escrow for the Village to cut checks to the Wisconsin DOT from and for establishing an engineering services agreement with.

However, we have reached an impasse with the Wisconsin DOT and as a result, Kwik Trip has petitioned an amendment to the Developer’s Agreement to work around the Statutory framework obstacle we’ve come across. Specifically, Wis. Stat §84.09(5)(c)2m provides:

“If a county, municipality, or a local school district expresses interest in acquiring the land for public use related to transportation or infrastructure, the department may, subject to any prior action under s. 13.48 (14) (am) or 16.848 (1), offer the county, municipality, or the local school district the property, for less than the appraised value of the property, if all of the following are true: a. The county, municipality, or local school district provides a plan to the department identifying the proposed use of the property for transportation or infrastructure purposes. b. The county, municipality, or local school district agrees to a permanent restriction on the use of the land for the purpose identified.”

Thus, per the statute the municipality is to be the owner if it is to be “offer[ed]... for less than the appraised value of the property....” Thus, the Village needs to take ownership of the land, and “agree to a permanent restriction on the use of the land for the purpose identified,” that is, “the [identified] proposed use of the property for transportation or infrastructure purposes”, before the access can be “offer[ed]... for less than the appraised value”.

Simply stated, the purpose of the proposed amendment is for the Village to take ownership of the land currently owned by Brian and Kevin Kazmierczak which was originally going to be dedicated to the Village for roadway purposes after all of the infrastructure improvements were made by Kwik Trip. The State DOT will not allow a break in access to anyone other than a local governmental entity. Given the fact that we had a legally binding document already recorded with the Washington County Register of Deeds, we hoped the Wisconsin DOT would allow us to continue to move forward. However, that was not the case and they have requested the Village provide them with some evidence that the land at the new public street connection is owned by the Village. Once that occurs, the access modification process can take place and the building can begin construction.

Given the multiple working parts this agreement has, the Village Attorney reviewed the first proposed draft by the legal counsel for Kwik Trip and they were provided back several pages of comments, questions, and concerns. Kwik Trip agreed for the sake of expediency that they would allow our Attorney to draft the changes and be reviewed by their legal Team. While the agreement is not finalized as of yet, the Village is close to receiving the written approval of the Village Attorney that all of his concerns have been satisfied. As a result, our recommendation tonight to the Village Board is to accept the petitioned 1st Amendment to the Developer’s Agreement subject to Attorney John Macy’s final review and approval. Discussions and negotiations with the Wisconsin DOT have been occurring regarding this subject matter since early 2019.
**FISCAL IMPACT:**

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

**ATTACHMENTS:**

1. Email dated February 27, 2019 from Tony Barth, WisDOT Systems Planning Chief  
2. Letter from Attorney John Macy dated April 10, 2019 RE: 1st Amendment to the Developer’s Agreement  
3. Letter from Attorney John Macy dated April 16, 2019 RE: 1st Amendment to the Developer’s Agreement Revised Draft  
4. Letter from Attorney John Macy dated May 9, 2019 RE: 1st Amendment to the Developer’s Agreement Second Revised Draft  
5. DRAFT 1st Amendment to Developer’s Agreement  
6. Fidelity National Title – Recording Gap Indemnity  
7. Alta/NSPS Land Title Survey for subject property  
8. Release of Access Easement  

**STAFF RECOMMENDATION:**

Motion to approve the proposed 1st Amendment to the Developer’s Agreement subject to the following General Conditions of Approval:

**General Conditions of Approval:**

1. **Staff and Governmental Approval:** Subject to the developer satisfying all comments, conditions and concerns of the Village Planner, Village Engineer and all reviewing, objecting and approving bodies, which may include but not limited to the State of Wisconsin Department of Safety and Professional Services per ch. 236, Wisconsin Statutes and Ch. SPS 385, Wisconsin Administrative Code; the State of Wisconsin Department of Transportation per ch. Trans. 236, Wisconsin Statutes, and Washington County; in regard to the Final Plat, and obtaining all necessary permits and approvals, and satisfaction of applicable requirements of State, federal and Village Codes, statutes lawful orders, prior to commencing recording of the Final Plat, whichever is earlier.

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

3. **Payment of Charges:** Any unpaid bills owned to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permits fees or any other fees owned to the Village shall be placed upon the tax roll for the Subject Property if not paid within 30 days of billing by the Village, pursuant to Section 66.0627, Wis. Stats. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of the conditional approval.
Jim Healy

From: Barth, Tony - DOT <Tony.Barth@dot.wi.gov>
Sent: Wednesday, February 27, 2019 4:15 PM
To: Jim Healy
Cc: Johnson, Dewayne - DOT; Schmit, Sheri - DOT; Elkin, Robert - DOT; Baumann, Art - DOT; Bliesner, Brian - DOT
Subject: FW: WIS 167 / Kwik Trip

Jim,

It was nice talking with you this afternoon. As we discussed, below is the information received from our Office of General Council requiring municipality ownership before access can be offered at less than appraised value. I believe the next step would be to provide WISDOT (Robert Elkin and Art Baumann) with evidence that the land at the new public street connection is owned by the Village. Once that occurs, the access modification process can take place. Let me know if you have any further questions.

Thanks,
Tony J. Barth, P.E.
Systems Planning Chief
Wisconsin DOT - SE Region
(262)548-5922

From: Ferris, Phillip1 D - DOT
Sent: Thursday, February 21, 2019 4:52 PM
To: Barth, Tony - DOT <Tony.Barth@dot.wi.gov>; Johnson, Dewayne - DOT <Dewayne.Johnson@dot.wi.gov>; Lawry, Scott - DOT <Scott.Lawry@dot.wi.gov>
Cc: Sobotik, John - DOT <John.Sobotik@dot.wi.gov>; Cox, Carrie L - DOT <Carrie.Cox@dot.wi.gov>; Burkel, Rebecca - DOT <Rebecca.Burkel@dot.wi.gov>; Krebs, Steven - DOT <Steven.Krebs@dot.wi.gov>; Schmit, Sheri - DOT <Sheri.Schmit@dot.wi.gov>; Elkin, Robert - DOT <Robert.Elkin@dot.wi.gov>; Baumann, Art - DOT <Art.Baumann@dot.wi.gov>; Bliesner, Brian - DOT <Brian.Bliesner@dot.wi.gov>
Subject: WIS 167 / Kwik Trip

Tony:

Wis. Stat. § 84.09(5)(c)2m provides: “If a county, municipality, or a local school district expresses interest in acquiring the land for public use related to transportation or infrastructure, the department may, subject to any prior action under s. 13.48 (14) (am) or 16.848 (1), offer the county, municipality, or the local school district the property, for less than the appraised value of the property, if all of the following are true: a. The county, municipality, or local school district provides a plan to the department identifying the proposed use of the property for transportation or infrastructure purposes. b. The county, municipality, or local school district agrees to a permanent restriction on the use of the land for the purpose identified.” Thus, per the statute the municipality is to be the owner if it is to be “offer[ed]...for less than the appraised value of the property....” Thus, the Village needs to take ownership of the land, and “agree to a permanent restriction on the use of the land for the purpose identified,” that is, “the [identified] proposed use of the property for transportation or infrastructure purposes”, before the access can be “offer[ed] ... for less than the appraised value”.

Please call me if you have any questions or concerns.

Phil
April 10, 2019

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

Re: Kwik Trip Project
First Amendment to the Developer’s Agreement and Related Documents

Dear Mr. Healy:

I received you request that I review the documents you forwarded regarding the Kwik Trip development project. I have had an opportunity to carefully consider this matter.

Based upon my review I have the following additional comments, questions, concerns and recommendations in this regard:

1. **Background.** I understand that Kwik Trip believes the State DOT has required the Kazmierczak property to be conveyed to the Village now “to allow for the break in access,” so that the project can proceed. I have very little background regarding this aspect of the issue. As you deem appropriate, you may want to further investigate the DOT concerns and whether there are other reasonable solutions.

2. **Conveyance.** Despite Kwik Trip’s statement that the intent is to convey certain lands to the Village, nothing they provided does so. The recitals to the first amendment to Developer’s Agreement document say “the subject lands have been dedicated to the Village by Brian A. Kazmierczak and Kevin J. Kazmierczak... and the Village has accepted such subject land.” I have no proof of that. If so, how was that done? Is there a deed that has been signed by the Kazmierczaks, and has that been recorded?

3. **Kwik Trip Letter Agreement with Kazmierczaks Dated April 1, 2019.** I received a copy of a two-page Letter Agreement that Kwik Trip has proposed to send to the Kazmierczaks (or may have already sent to them). This private agreement between Kwik Trip and the Kazmierczaks is not of the Village’s concern, though I note the following. Apparently, a warranty deed from Kazmierczaks to the Village is being held in trust by Fidelity National Title Insurance Company, and this is proposed to be released for recording upon the Village’s acceptance of the roadway property. We should be given a copy of that warranty deed before we accept the property to review the terms. Moreover, I am not aware of what work
may have been done concerning this conveyance, but if not previously done all of the following are strongly recommended:

a. The property owner or developer should provide us with a title commitment, showing the ownership of the property and any interests affecting the property, along with a gap endorsement to insure title between the date of the commitment and closing.

b. We always recommend that you conduct a phase 1 environmental study, followed by a phase 2 if the phase 1 finds it to be warranted, to protect against the possibility that the property we are acquiring has environmental contamination for which we would become liable as the owner.

The Letter Agreement also makes reference to other documents that are not in my file and I have not reviewed, including an access easement that is to be released, mortgages that are to be released, and an assignment of temporary construction easements. To the extent that these relate to the Village's acquisition, we should be provided with copies of these documents and have an opportunity to review them.

4. First Amendment to Developer's Agreement. I am not able to approve the form of this document at this time. I note the following:

a. This Agreement does not include the Kazmierczaks as parties. The Kazmierczaks are parties to the Agreement that this would amend, however. It will not be effective, therefore, in my opinion unless the Kazmierczaks are added as signatories.

b. As noted previously, the recitals include a statement that this land has been dedicated to the Village, but I believe that is not currently correct.

c. Paragraph 2 of the Agreement states: "The term 'LANDOWNER' wherever it appears in the AGREEMENT shall be deleted." This is too simplistic of a modification, in my opinion. Simply removing the word "LANDOWNER" without addressing that in context would leave several of the provisions unintelligible or not as intended. For example, this is the change that this provision makes to the first paragraph of the document:

"This AGREEMENT made this 28th day of December, 2018, between Kwik Trip Inc., a Wisconsin corporation, 1626 Oak Street, LaCrosse, Wisconsin 54603, hereinafter called "DEVELOPER", Brian A Kazmierczak and Kevin J. Kazmierczak "LANDOWNER" and the Village of Richfield in the County of Washington ...."

Simply removing the term "LANDOWNER" doesn't change the fact that Kazmierczaks are still listed as a party, therefore. I recommend that in each location where this First Amendment is intended to modify the Developer's Agreement, the particular paragraph be singled out, and re-stated in this First Amendment with the specific change identified. As one example among many, the Agreement could be worded like this:
"Section XVIII of the AGREEMENT is hereby amended as follows:

Neither the LANDOWNER nor the DEVELOPER shall not assign this Developer’s Agreement without written consent of the VILLAGE. If required by the VILLAGE, the assignee must agree to all terms and conditions of this document in writing."

d. This form should be used for all changes to the Agreement. Similarly, in paragraph 3 of the First Amendment, I recommend that the entire paragraph be shown with the deletion noted.

e. I recommend the same type of correction to the issue noted in paragraph 4 of the First Amendment, to show the whole paragraph with the deletion noted.

f. I recommend the same regarding paragraph 5 and in this case, I note that the change that is proposed is not acceptable. The words "and shall have dedicated the same" must remain in the document.

I would be happy to mark up the document directly and make these changes that I have suggested, on request. I do not currently have this First Amendment in an editable format, however, though if they could provide it in an editable format, I could do so or I could scan it and incorporate these thoughts, just let me know.

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

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

John P. Macy

JPM/egm
cc: Donna Cox, Village Deputy Clerk
    Tim Schwecke Village Planner
C:\MyFiles\JPM\Richfield\Kwik Trip\Healy Itr 4.9.19.docx
April 16, 2019

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

Re: Kwik Trip Project
First Amendment to the Developer's Agreement
Revised Draft
Related Documents

Dear Mr. Healy:

I received numerous documents regarding the above-noted matter that you forwarded to my attention. I have had an opportunity to carefully consider this matter.

Based upon my review I have the following additional comments, questions, concerns and recommendations in this regard:

1. **First Amendment to Developer's Agreement, Revised.** Enclosed please find a revised draft of the First Amendment to Developer’s Agreement. I have modified the document to address the concerns that I raised in my letter of April 10, 2019. I believe you will find the changes to be self-explanatory, though if you should have any questions or concerns in this regard, please do not hesitate to contact me. To be clear, the document that I prepared has my initials “JPM” in the file name and I am enclosing both a mark up version and a clean version for your use.

2. **Warranty Deed.** I approve the form of the Warranty Deed, subject to the following:

   a. I recommend that you have the Village Engineer review Exhibit A to ensure that it is an accurate description of the intended property, if you have not previously done so.

   b. As noted in my letter of April 10, 2019, I recommend that the property owner or developer should provide us with a title commitment, showing the ownership of the property and any interests affecting the property, along with a gap endorsement to insure title between the date of the commitment and closing.

   c. Also as noted in my letter of April 10, 2019, we always recommend that you conduct a phase 1 environmental study, followed by a phase 2 if the
phase 1 finds it to be warranted, to protect against the possibility that the property we are acquiring has environmental contamination for which we would become liable as the owner.

3. **Release of Access Easement.** I approve the form of this release; however, I cannot confirm that this will accomplish any particular purpose. I am not aware of the location of this easement, nor of the interests of the Developer or the property owner in the easement. I would need additional information including a description of the affected land and title work to be able to fully advise regarding the effect of this document.

4. **Temporary Limited Construction Easement.** I am not aware of the significance of this document, if the land will first be conveyed to the Village. I also recommend that Exhibit A be further clarified to identify the location of the Temporary Limited Construction Easement. Nothing on the drawing currently identifies that area by name.

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

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

John P. Macy

John P. Macy
May 9, 2019

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

Re: Kwik Trip Project
First Amendment to the Developer's Agreement
Second Revised Draft
Related Documents/Revised

Dear Mr. Healy:

I reviewed numerous documents regarding the above-noted matter with my letter of April 16, 2019. I have now received revised documents and your request that I review the revised documents. I have had an opportunity to carefully consider this matter.

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

1. First Amendment to Developer's Agreement, Second Revised. The Developer has made only one change in the document, on page 3, which would amend Section V of the original Agreement. I do not understand the change. Is the Developer no longer planning to dedicate the off-site improvements and subject lands (the road) to the Village? I will need further description of the current intentions in this regard. The changes shown in this draft do not match my understanding of the intent, but I will await further description of the intent or alternatively this Section will need to return to the earlier version or be revised to match the intent.

2. Warranty Deed and Related Documents. In my review of the Warranty Deed on April 16, 2019, I noted that we will need the Developer to provide us with a title commitment and a gap endorsement. The documents we have received do not satisfy this requirement. The Developer provided a copy of a letter report which is not dated, but was printed on November 14, 2018, showing that Brian A. Kazmierczak and Kevin J. Kazmierczak own certain property, subject to a mortgage in the amount of $3,287,800. We cannot accept property that is subject to such a mortgage. The recording gap indemnity is dated December 28, 2018, which provides no assurance of title to the Village. The point of the title work is to ensure the Village for the land that is being conveyed to the Village. We need to know that this land being conveyed to us is being conveyed free and clear, and that title is properly insured for the benefit of the Village by a title.
insurance company, including a recording gap indemnity that protects the Village. I continue to recommend that the Developer provide this necessary protection to the Village.

3. Other Issues. I included a number of notes concerning the Warranty Deed, release of access easement and temporary limited construction easement in my letter of April 16, 2018, that I recommend you continue to consider as policy matters, though I will not repeat those comments at this time.

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

Yours very truly,
MUNICIPAL LAW & LITIGATION GROUP, S.C.

John P. Macy

John P. Macy

JPM/egm
cc: Donna Cox, Village Deputy Clerk
Tim Schwecke, Village Planner
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FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

FOR
Kwik Trip
Village of Richfield, Washington County, Wisconsin

This First Amendment to Developer's Agreement ("Amendment") is made this day of __________, 2019 by Kwik Trip, Inc., a Wisconsin corporation ("DEVELOPER") and the Village of Richfield in the County of Washington and the State of Wisconsin ("VILLAGE").

RECITALS

WHEREAS, the SUBJECT LANDS described on Exhibit A are subject to the Developer's Agreement dated December 28, 2018, and recorded on January 2, 2019, with the Washington County Register of Deeds Office, as Document No. 1465116 ("AGREEMENT"); and

WHEREAS, the SUBJECT LANDS have been dedicated to the VILLAGE by Brian A. Kazmierczak and Kevin J. Kazmierczak (defined in the AGREEMENT as "LANDOWNER") and the VILLAGE has accepted such SUBJECT LANDS; and

WHEREAS, the DEVELOPER is developing a convenience store/fueling station on the real estate described on Exhibit B; and

WHEREAS, the DEVELOPER and the VILLAGE wish to amend the AGREEMENT relating to the rights and obligations of the DEVELOPER and all persons who now or may hereafter own said real estate or any portion thereof.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER and the VILLAGE agree to amend the AGREEMENT as follows:

1. Brian A. Kazmierczak and Kevin J. Kazmierczak have conveyed the SUBJECT LANDS to the VILLAGE and have assigned their interest in the AGREEMENT to the VILLAGE, per Section XVIII of the AGREEMENT and are therefore no longer parties to the AGREEMENT.

2. The term 'LANDOWNER' is hereby eliminated from the AGREEMENT, as follows:
   a. The first paragraph of the document is modified to read as follows:
THIS AGREEMENT made this 27th day of December 2018, between Kwik Trip Inc., a Wisconsin corporation, 1626 Oak Street, La Crosse, Wisconsin 54603, hereinafter called "DEVELOPER", Brian A Kazmierczak and Kevin J. Kazmierczak "LANDOWNER" and the Village of Richfield in the County of Washington and the State of Wisconsin, hereinafter called the "VILLAGE" ("Developer's Agreement").

b. The first paragraph of the preamble is modified to read as follows:

WHEREAS, the LANDOWNER-VILLAGE is the owner of land in the VILLAGE, said land being described on EXHIBIT A attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

c. The third paragraph of the preamble is modified to read as follows:

WHEREAS, the DEVELOPER-LANDOWNER and VILLAGE desire to develop SUBJECT LANDS for public roadway purposes; and

d. The seventh paragraph of the preamble, which is the last paragraph on page one is modified to read as follows:

WHEREAS, the DEVELOPER-LANDOWNER and VILLAGE desire to enter into this Developer's Agreement in order to ensure that the DEVELOPER will construct and install the OFFSITE IMPROVEMENTS and further that upon completion of construction, the LANDOWNER shall dedicate the SUBJECT LANDS to the VILLAGE, and the DEVELOPER shall dedicate the OFFSITE IMPROVEMENTS to the VILLAGE located within the SUBJECT LANDS, and the VILLAGE shall upon completion of construction accept and acquire title to the SUBJECT LANDS and OFFSITE IMPROVEMENTS located upon the SUBJECT LANDS, provided that said OFFSITE IMPROVEMENTS are constructed to specifications, without cost to the VILLAGE; and

e. The first paragraph on the top of page 2 of the AGREEMENT is modified to read as follows:

WHEREAS, the Plan Commission of the VILLAGE has given conditional approval to the Kwik Trip Store, as shown on file in the VILLAGE Clerk's office, and attached hereto as EXHIBIT F, conditioned in part upon the DEVELOPER-LANDOWNER and the VILLAGE entering into this Developer's Agreement; and
f. Section IV of the AGREEMENT is modified to read as follows:

SECTION IV. DEDICATION OF OFFSITE IMPROVEMENTS: Subject to all of the other provisions of this Developer's Agreement, the DEVELOPER and LANDOWNER shall, without charge to the VILLAGE, upon completion of the OFFSITE IMPROVEMENTS, unconditionally give, grant, convey and fully dedicate the OFFSITE IMPROVEMENTS located within the SUBJECT LANDS to the VILLAGE, its successors and assigns, forever, free and clear of all encumbrances whatsoever: together with and including without limitation because of enumeration, any and all land, structures, mains, conduits, pipes, lines, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such OFFSITE IMPROVEMENTS.

Dedication shall not constitute ACCEPTANCE of the OFFSITE IMPROVEMENTS by the VILLAGE. All OFFSITE IMPROVEMENTS will be accepted by the VILLAGE Board by separate resolution at such time as the OFFSITE IMPROVEMENTS are in acceptable form and according to the VILLAGE specifications. Said resolution shall be recorded, if needed, with the Washington County Register of Deeds. DEVELOPER and LANDOWNER will furnish proof to the VILLAGE, prior to the dedication required, that the OFFSITE IMPROVEMENTS proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

g. Section V of the AGREEMENT is modified to read as follows:

SECTION V. ACCEPTANCE OF OFFSITE IMPROVEMENTS AND SUBJECT LANDS AND DEDICATION: When the DEVELOPER shall have completed the OFFSITE IMPROVEMENTS herein required and shall have dedicated the LANDS via warranty deed to the VILLAGE as set forth herein, the OFFSITE IMPROVEMENTS located on the SUBJECT LANDS shall be accepted by the VILLAGE as required by this Developer's Agreement.

h. Section XVIII of the AGREEMENT is modified to read as follows:

SECTION XVIII. ASSIGNMENT: Neither the LANDOWNER nor the DEVELOPER shall not assign this Developer's Agreement without the written consent of the VILLAGE.
required by the VILLAGE, the assignee must agree to all terms and conditions of this document in writing

i. Section XXVII of the AGREEMENT is modified to read as follows:

SECTION XXVII. PARTIES BOUND: The DEVELOPER, the LANDOWNER, and their successors and assigns, shall be bound by the terms of this Developer's Agreement.

j. Section XXVIII of the AGREEMENT is modified to read as follows:

SECTION XXVIII. HEIRS & ASSIGNS: This Developer’s Agreement is binding upon the DEVELOPER, the LANDOWNER, their successors and assigns, and any and all future owners of the SUBJECT LANDS (the “successors”). This Section allows for VILLAGE enforcement of the terms and conditions of this Developer's Agreement against all such successors, as though such successors were the DEVELOPER and LANDOWNER. This Section does not, however, grant rights to such successors absent VILLAGE written consent, as described in Section XXVI.

k. Section XX of the AGREEMENT is modified to read as follows:

SECTION XX. AMENDMENTS: The VILLAGE, the LANDOWNER and the DEVELOPER, by mutual consent, may amend this Developer’s Agreement at any time.

l. The last paragraph of the AGREEMENT preceding the signatures is modified to read as follows:

IN WITNESS WHEREOF, the DEVELOPER, the LANDOWNER and the VILLAGE have caused this Developer's Agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in the day and year first above written.

3. The term “SUBJECT LANDS” shall be removed from Section III, to read as follows:

SECTION III. ACCEPTANCE “Acceptance” as used herein, shall be the ultimate acceptance of OFFSITE IMPROVEMENTS and SUBJECT LANDS, and shall be granted specifically by resolution of the VILLAGE Board. The Guarantee Period (as hereinafter defined) shall not commence to run until
ACCEPTANCE. The issuance of building permits and approval of various items of development shall not commence the Guarantee Period (as hereinafter defined).

4. All other terms and conditions of the AGREEMENT shall remain the same.

DEVELOPER:
KWIK TRIP, INC.

By: ________________________________

Its: ________________________________

STATE OF WISCONSIN )
COUNTY OF LA CROSSE ) ss.

Personally came before me this ___ day of _____________, 2019, the above named ___________________________ of Kwik Trip, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: ___________________________
My Commission expires: ________________
VILLAGE OF RICHFIELD
WASHINGTON COUNTY, WISCONSIN

By: ______________________________
    John Jeffords
Its: VILLAGE President

By: ______________________________
    Jim Healy
Its: VILLAGE Clerk

STATE OF WISCONSIN )
COUNTY OF WASHINGTON ) ss.

Personally came before me this ___ day of ___________, 2019, the above named
John Jeffords, VILLAGE President and Jim Healy, VILLAGE Clerk, of the above-
named municipal corporation, to me known to be the persons who executed the foregoing
instrument as such officers as the deed of said municipal corporation by its authority and
pursuant to the authorization by the VILLAGE Board from their meeting on the ___ day of ___________, 2019.

NOTARY PUBLIC, STATE OF WI
Print Name: _____________________
My Commission expires: ____________

Drafted by:
Thomas E. Reinhart
1626 Oak Street
La Crosse, WI 54603
EXHIBIT A

Part of the Southeast 1/4 of the Southeast 1/4 of Section 12, Town 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 89° 19' 58" West along the South line of said 1/4 Section a distance of 843.42 feet to a point; thence North 00° 40' 02" West 37.02 feet to a point; thence North 51°22'21" West 52.58 feet to a point; thence North 06°40'19" West 95.61 feet to a point; thence North 07°43'58" East 6.06 feet to the point of beginning of lands to be described; thence North 68°01'02" West 68.10 feet to a point; thence North 07° 43' 58" East 582.80 feet to a point; thence South 82° 16' 02" East 66.00 feet to a point; thence South 07° 43' 58" West 599.56 feet to the point of beginning. Said land contains 39,020 square feet or 0.896 acres.

Part of Parcel No. V10 0348
EXHIBIT B

That part of the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Twelve (12), Township Nine (9) North, Range Nineteen (19) East, Town of Richfield now Village of Richfield, Washington County, Wisconsin, described as follows, viz: Commencing at the southeast corner of said Section 12; thence North 00 degrees 01 minute East, 73.08 feet; thence North 89 degrees 59 minutes West on Ref. Line of S.T.H. 167, 241.89 feet; thence Southwesterly on the arc of a curve on said Ref. Line, 315.70 feet (Chd brg South 86 degrees 04 minutes West, 315.42 feet, Radius 2289.65 feet); thence North 07 degrees 53 minutes West, 90.00 feet to the place of beginning of this description; thence Northeasterly on the arc of a curve on the northerly right of way of S.T.H. 167, 282.42 feet (chd brg North 85 degrees 31 minutes East, 282.27 feet, Radius 2379.65 feet); thence North 08 degrees 39 minutes West, 600.00 feet; thence North 88 degrees 51 minutes West, 605.18 feet; thence South 08 degrees 39 minutes West, 599.56 feet; thence South 67 degrees 06 minutes East, 153.74 feet; thence North 82 degrees 07 minutes East on northerly right of way of S.T.H. 167, 183.70 feet to the place of beginning, excepting therefrom that portion of said lands as described by Award of Damages recorded in the Washington County Registry in Volume 459 of Records, page 642 as Document No. 305116.

Together with an easement for road purposes over the following described parcel, to-wit: Commencing at the southeast corner of Section 12-9-19; thence North 00 degrees 01 minute East, 73.08 feet; thence North 89 degrees 59 minutes West along the Ref. Line of State Trunk Highway 167, 241.89 feet; thence Southwesterly along the arc of a curve on said Ref. line, 315.70 feet (Chord bearing South 86 degrees 04 minutes West, 315.42 feet); thence North 07 degrees 53 minutes West, 90.00 feet; thence South 82 degrees 07 minutes West, 183.70 feet; thence North 67 degrees 06 minutes West, 153.74 feet to the point of beginning of this description; thence North, 67 degrees 06 minutes West, 68.10 feet; thence North 08 degrees 39 minutes East, 574.12 feet; thence South 81 degrees 21 minutes East, 66.57 feet; thence South 08 degrees 39 minutes West, 599.56 feet to the point of beginning.

Parcel No. V10 034800A
Commitment No.: F-352352

WHEREAS, the FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (Fidelity National Title Insurance Company), is about to issue its title insurance policy or policies (the Policies) to proposed insured(s) for property described in the above referenced commitment, insuring against loss by reason of defects in the title to said property (the Land);

AND, WHEREAS, Fidelity National Title Insurance Company has made exception for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching between the effective date of the title insurance Commitments and the date of recording of the deed and/or mortgage to be insured (Gap Defects);

AND, WHEREAS, Fidelity National Title Insurance Company has been asked to issue the Policies in respect to the Land, or some part or interest in it, removing or insuring against loss by reason of the Gap Defect(s);

NOW, THEREFORE, in consideration of the issuance of the Policies, the undersigned covenant(s) and agree(s) with Fidelity National Title Insurance Company forever to protect, defend and save Fidelity National Title Insurance Company harmless from and against Gap Defect(s) created, suffered or agreed to by the undersigned and except as disclosed in writing to Fidelity National Title Insurance Company, and any right, interest or defect growing out of the same, including all loss, costs, damages, and attorneys' fees and expenses which it may incur by reason thereof, including loss, costs, damages, fees and expenses incurred in actions brought to enforce this agreement; to defend at undersigned's own cost any and every suit, action or proceeding in which the Gap Defect(s) was created, suffered or agreed to by the undersigned and, except as disclosed in writing to Fidelity National Title Insurance Company, is or are asserted against the real estate; to satisfy or remove such Gap Defect(s) on written demand within thirty (30) days.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated this 28th day of December, 2018.

L & M Leasing, LLC, a Wisconsin limited liability company

BY: Michael McLaren, Member

Date: 12-28-2018

Address: 411 Cobblestone Ct.
Sturgeon, WI

Phone: 262-844-5816 Fax: ____________________
Kwik Trip, Inc., a Wisconsin corporation
1626 Oak Street
La Crosse, WI 54602
Attn: Wendy Banaski

Dear Sir/Madam:

We find that the grantee(s) named in the latest recorded conveyance of the real estate described below (is) (are):

Brian A Kazmierczak and Kevin J. Kazmierczak as joint tenants pursuant to Quit Claim Deed recorded June 26, 2012 as Document No. 1308664

Legal Description:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Tax Key No.: V10 0348

Property Address: No address given on Tax Bill

This report is limited to those matters appearing subsequent to the date of the latest conveyance of record.

Real Estate Mortgages and/or Leases:
Mortgage from Brian Kazmierczak and Kevin Kazmierczak to BMO Harris Bank N.A. in the original face amount of $3,287,800.00 and all other obligations secured thereby dated June 20, 2012 and recorded June 26, 2012 as Document No. 1308667 as modified by Modification of Mortgage recorded July 12, 2013 as Document No. 1341480. (Secures captioned premises and other real estate)

Docketed Judgments, State and Federal Tax Liens and Construction Liens Appearing Against the Grantee(s) in the Latest Recorded Conveyance;
None.

Outstanding Real Estate Taxes:
None.

Dated this 9th day of November, 2018 at Washington County, Wisconsin, the effective date hereof.

This Report is for informational purposes only. This report is not an abstract of title or a title insurance commitment or policy and should not be relied upon in place of such. It is not the intention of Fidelity National Title Company, LLC to provide any type of express or implied warranty, guaranty, or indemnity with respect to the accuracy or completeness of the information contained in the report. If this report is to be used by the customer as the search required in order for the customer to issue a title insurance commitment or policy, or if the information contained in this report is resold, the customer does so at their own risk. In order to obtain information from the company which will carry the full liability of a title insurance commitment or policy, Fidelity National Title Company, LLC will issue, if requested, a commitment of title insurance and will charge a fee in compliance with rates filed with the Office of the Commissioner of Insurance.
Sincerely,
FIDELITY NATIONAL TITLE COMPANY, LLC

Thomas Swan
Examiner
Thomas.Swan@inf.com
EXHIBIT "A"
Legal Description

The Southeast 1/4 of the Southeast 1/4 of Section 12, T9N, R19E, in the Village of Richfield, Washington County, Wisconsin, described as follows:
Commencing at the NE corner of the Southeast 1/4 of said Section 12; thence N. 89°18'22" E. 1199.25 feet along the North line of said Southeast 1/4; thence S. 08°16'52" W. 577.53 feet; thence N. 89°06'52" W. 593.73 feet; thence N. 67°58'50" W. 457.73 feet along the Northerly right of way line of STH 167 to the West line of the Southeast 1/4 of the Southeast 1/4 of Section 12, T9N, R19E; thence N. 01°07'06" W. along said West line to the point of beginning.

PARCEL NO. V10 0348
Address per tax roll: No address given.
LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESSELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES ANY DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESSELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR
EXHIBIT "B"
(continued)

ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY’S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY’S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.
RELEASE OF ACCESS EASEMENT

The undersigned, Kwik Trip, Inc., a Wisconsin corporation, and Brian A. Kazmierczak and Kevin J. Kazmierczak have an interest arising under an existing easement contained in Warranty Deed recorded April 5, 1968 at 9:07am in Volume 446 of Records, page 480 as Document No. 299174 ("Easement"), a copy of which is attached hereto as Exhibit A. The undersigned, for valuable consideration, the receipt of which is hereby acknowledged, hereby release all of their right, title and interest arising under the Easement and said Easement shall terminate effective as of this date.

Dated: ____________________, 2018.

KWIK TRIP, INC.

By: ____________________________________________

STATE OF WISCONSIN  )
 ) ss.
COUNTY OF LA CROSSE  )

This instrument was acknowledged before me on ____________________, 2018 by ____________________, the __________________ of Kwik Trip, Inc., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: ____________________

Name and Return Address:
Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107
Brian A. Kazmierczak

__________________________

Kevin J. Kazmierczak

__________________________

STATE OF ____________ ss.
COUNTY OF ____________ ss.

This instrument was acknowledged before me on ____________, 2018 by Brian A. Kazmierczak and Kevin J. Kazmierczak, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

__________________________
Notary Public, State of Wisconsin
My commission expires: ____________

This document was drafted by:
Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107
EXHIBIT A
- CONTINUATION OF LEGAL DESCRIPTION:

594.85 feet, thence N. 67° 04' E. - 153.74 feet, thence N. 82° 07' W. on northerly R/W of STH 167 - 103.70 feet to the point of beginning of this description.

(Area: 1.61 acres)

... together with an easement for road purposes in favor of Grantee, its successors and assigns, over:

...Commencing at the SE Corner, Sec. 12-9-19, thence N. 00° 00' E. 73.08 feet, thence N. 89° 59' W. on R/W of STH 167 - 241.89 feet, thence southwesterly on the arc of a curve on said R/W 318.70 feet (Chld hrg. STH 86° 04' W. - 318.48 feet), thence N. 07° 53' W. 99.00 feet, thence S. 88° 07' W. 183.70 feet, thence N. 67° 06' W. 153.74 feet to the point of beginning of this description; thence continuing N. 67° 06' W. - 66.10 feet, thence N. 08° 39' E. 574.11 feet, thence 0.81'² S. 06° 59' W. 559.44 feet to the point of beginning.

...reserving unto Grantees, their successors and assigns a road easement over:

...Commencing at the SE Corner, Sec. 12-9-19, thence N. 00° 00' E. 73.08 feet, thence N. 89° 59' W. on R/W of STH 167 - 241.89 feet, thence southwesterly on the arc of a curve on said R/W 318.70 feet (Chld hrg. STH 86° 04' W. - 318.48 feet, R. 5320.48 feet) thence N. 07° 53' W. 99.00 feet to a point on the northerly R/W of STH 167 and a point of beginning of this description. Thence northwesterly on the arc of a curve on the northerly R/W of STH 167 - 81.10 feet (Chld hrg. N. 83° 08' 13'' E. - 81.10 feet, R. 2573.66 feet), thence N. 07° 53' 14'' E. - 66.00 feet, thence southwesterly on the arc of a curve on the northerly R/W of STH 167 - 32.20 feet (Chld hrg. N. 83° 08' 13'' W. - 32.20 feet, R. 2546.65 feet), thence S. 82° 07' W. 101.22 feet, thence N. 67° 06' W. 183.33 feet, thence S. 00° 00' E. 68.10 feet, thence N. 67° 06' W. - 153.74 feet, thence N. 82° 07' W. on northerly R/W of STH 167 - 103.70 feet to the point of beginning of this description.