



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

1. Call to Order/ Roll Call
2. Verification of Compliance with Open Meeting Law
3. Pledge of Allegiance
4. PRESENTATION
 - a. State of the County Address – Washington County Administrator Joshua Schoemann
5. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding reports and discussion/action items on the agenda, only. Public comments are not a public hearing and are typically a one-way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
6. CONSENT AGENDA
 - a. Vouchers for Payment
 - b. Treasurer’s Report
 - c. Meeting Minutes:
 - i. June 16, 2016 – Regular Meeting
 - ii. June 21, 2016 – Special Village Board Meeting
 - d. New Operator Licenses
 - e. St. Gabriel Catholic Parish Class “B” Picnic License
 - f. Resolution R2016-07-01, A Resolution Honoring Rob McDonald
7. DISCUSSION/ACTION ITEMS
 - a. Discussion/Action regarding an Ordinance Amending Chapter 40. Finance and Taxation.
 - b. Discussion/Action regarding GovPayNet Agreement for Credit and Debit Card Transactions
 - c. Discussion/Action regarding Sloppy Joe’s Saloon & Spoon review of Unenclosed Premise Conditions of Approval
 - d. Discussion/Action regarding a contractual agreement with the Sonseeahray Homeowners Association for use of the Village’s dedicated right-of-way
 - e. Discussion/Action regarding Temporary Operator License Applications
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 advance notice as possible.

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AFFIDAVIT OF POSTING

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

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

Village Board Meeting Agenda

on July 15, 2016 (date), 1:00 PM (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; ~~on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield;~~ and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

* Closed due to road construction

Bradley Calder
Signature

7/15/2016
Date

Personally came before me this 15th day of July, 2016.

Margaret M. Rennels
Notary Public, State of Wisconsin
My commission expires 9/25/16

I also certify that notice of such meeting(s) were sent via email to the West Bend Daily News, the Germantown Express News, the Hartford Times Press, and the Milwaukee Journal Sentinel.

Signature

Date

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

Signature

Date

4 a

Report will be presented at meeting

6



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6

MEETING DATE: July 21, 2016

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

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

ISSUE SUMMARY:

Included for your review are the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from June 16th and June 21st, 2016, New Operator Licenses, St. Gabriel Catholic Parish Class "B" Picnic License and R2016-07-01, a Resolution Honoring Rob McDonald.

FISCAL IMPACT:

REVIEWED BY: _____
Village Deputy Treasurer

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

ATTACHMENTS:

1. Vouchers for Payment
2. Treasurer's Report
3. Meeting Minutes from June 16 & 21, 2016
4. New Operator License List, Copy of Applications, Background Investigation Report
5. St. Gabriel Catholic Parish Class "B" Picnic License
6. R2016-07-01, a Resolution Honoring Rob McDonald

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from June 16th and 21st, New Operator Licenses, St. Gabriel Catholic Parish Class "B" Picnic License and R2016-07-01, a Resolution Honoring Rob McDonald.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Village Staff Member

Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

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

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VILLAGE OF RICHFIELD
VOUCHERS FOR PAYMENT
JULY 2016

6a

BATCH #1

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
10968-10994		6/17/16	June Vouchers for Payment		
10995		6/21/16	Village of Richfield	\$73.88	Bi-Weekly Payroll
ACH		6/21/16	Village of Richfield	\$17,428.75	Bi-Weekly Payroll
10996		6/21/16	First Federal Savings Bank	\$1,500.00	Health Insurance Payment
EFTPS		6/21/16	Electronic Federal Tax Payment	\$6,462.03	FICA Tax
ACH		6/21/16	Wisconsin Dept. of Revenue	\$1,234.64	State Withholding Tax
ACH		6/21/16	Wisconsin Deferred Compensation	\$275.00	457 Plan
10997		6/23/16	Bonnie Quaegber	\$534.00	Cleaning Services
10998		6/23/16	UW-Madison	\$600.00	DPW Supervisor Training and Seminars
10999		6/23/16	Digital Edge Copy & Print	\$231.75	Section Maps/Inspection Permits
10100	920608	6/23/16	Delta Dental	\$206.80	Delta Dental Employee Payroll
11001	12576	6/23/16	Northshore Bank Leasing LLC	\$718.04	Lease for Inspector Vehicles
11002	121709	6/23/16	Associated Appraisal Consultants	\$3,958.33	Professional Assessment Services
11003	C331357	6/23/16	Office Copying Equipment	\$401.16	Maintenance Contract
11004	139710147	6/23/16	US Cellular	\$299.75	June Phone Bill Service
11005		6/23/16	WE Energies	\$1,788.37	Heat, Electric and Street Lighting
ACH		6/23/16	Wisconsin Retirement	\$6,096.00	May Retirement
ACH	40961982	6/23/16	United Health Care	\$11,965.87	June Health Insurance Invoice
ACH		6/23/16	Capital One Bank	\$577.26	May Credit Card Transactions
ACH	67201440-201	6/24/16	Department of Natural Resources	\$1,500.00	MS4 Fee
11006	78-15-2B	6/30/16	Road Bond Refund	\$2,000.00	871 Woodthrush Lane
11007	927876-2275-	6/30/16	Waste Management of Milwaukee	\$499.53	July 2016 Invoice
11008		6/30/16	WE Energies	\$2,217.11	Street Lighting Account
11009		6/30/16	Charter Communications	\$158.80	July Service Invoice
11010		6/30/16	AT&T	\$208.08	May through June Invoice
11011	29-87	6/30/16	Civi Tek Consulting	\$259.00	Planning Consultant Fees
11012		6/30/16	Menards	\$433.96	DPW Supplies and Expenses
			TOTAL BATCH #1	\$61,628.11	Checks Written End of June 2016

BATCH #2

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
ACH		7/5/16	Village of Richfield	\$2,045.72	Monthly Payroll
EFTPS		7/5/16	Electronic Fed Tax Payment	\$555.99	FICA Tax
ACH		7/6/16	Village of Richfield	\$17,184.70	Bi-Weekly Payroll
11013		7/6/16	Village of Richfield	\$221.64	Bi-Weekly Payroll
11014		7/6/16	Village of Richfield	\$358.39	Bi-Weekly Payroll
EFTPS		7/6/16	Electronic Fed Tax Payment	\$6,463.84	FICA Tax
ACH		7/6/16	Wisconsin Dept. of Revenue	\$1,162.21	State Withholding Tax
ACH		7/6/16	Wisconsin Deferred Compensation	\$300.00	457 Plan
CH 11015-11022		7/6/16	Village of Richfield	\$803.37	Quarterly Payroll
EFTPS		7/6/16	Electronic Fed Tax Payment	\$133.26	FICA Tax
11023		7/6/16	Road Bond Refund	\$2,000.00	2153 Elsie's Drive
11024		7/6/16	Montage Enterprises Inc.	\$166.55	Tiger Mower Parts
11025	46559	7/6/16	Neu's Building Center, Inc.	\$15.92	Master Lock Keys
11026	814	7/6/16	Piggly Wiggly	\$72.80	Office Supplies
11027	10225	7/6/16	Competitive Mailing Solution	\$106.90	PostBase Cartridge Set
11028	2100495	7/6/16	GAI Consultants	\$3,355.00	Richfield MS4 Permit
11029	V0088328	7/6/16	Hallman Lindsay Paints	\$214.16	Stripe Kote Athletic Ready Mix
11030	5249	7/6/16	Jostens Fore-Star Heating	\$304.66	Replace Filters and Belt on Village A/C
11031		7/6/16	Kunkel Engineering Group	\$4,199.30	MS4 Permitting, Engineering Fees and 2016 Highway
11032		7/6/16	Menards	\$252.01	DPW Supplies and Expenses

VILLAGE OF RICHFIELD
VOUCHERS FOR PAYMENT
JULY 2016

11033		7/6/16	Northern Safety and Industries	\$55.71	DPW Supplies and Expenses
11034	22973	7/6/16	Ontech Systems Inc.	\$390.00	Quarterly Visit
11035		7/6/16	Port A John	\$378.00	Park Restrooms
11036		7/6/16	Quill Corporation	\$271.93	Office Supplies
11037		7/6/16	Reinders, Inc.	\$198.35	Toro Mower in Park
11038	70565168	7/6/16	Safety-Kleen Systems, Inc.	\$80.00	Fee for used oil
11039		7/6/16	Slinger Welding Service	\$214.95	Truck #3 Tailgate Spreader
11040	13482	7/6/16	Utecht Tool & MFG, Inc.	\$2,100.00	Mailhot Hydraulic Cylinder
11041		7/6/16	Washington County Treasurer	\$607.40	Material and Labor
11042	410348	7/6/16	State of Wisconsin	\$200.00	Inspection Fee and Permit to Operate
11043	971	7/6/16	Yard-Lines LLC	\$1,320.00	Fertilize Baseball and Soccer Fields
11044		7/6/16	Accidental Printing Voided Check		
11045		7/7/16	Employee Reimbursement	\$150.00	Reimbursement for Retirement
11046	510810-06-16	7/8/16	Premium Waters Inc.	\$38.99	June Water Invoice
11047	1540390616	7/8/16	Conley Media LLC	\$344.21	Liquor License Notices
11048		7/8/16	Equal Rights Division	\$217.50	Work Permits for June 2016
11049		7/8/16	Samuel Luckow	\$50.00	Park Reservation Fee Reimbursement
			TOTAL BATCH #2	\$46,533.46	Checks Written Beginning of July 2016

**BATCH #3

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
	10996	6/21/16	Arenz, Molter, Macy, Riffle & Larson, S.C.	\$4,275.85	Attorney Review of Development Projects
			Cintas	\$784.19	Cleaning Invoices
	603233	6/30/16	Complete Office of Wisconsin	\$83.74	Office Supplies and Expenses
	125592-2	6/30/16	Equipment Rentals Inc, #1	\$108.00	Bark Lake Park Equipment
		6/28/16	Falls Auto Parts	\$506.16	DPW Supplies and Expenses
	V0088715	6/16/16	Hallman Lindsay	\$149.48	Soccer Field Paint
			TOTAL BATCH #3	\$5,907.42	Checks Still Needing Approval***

**BATCH #4

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
	249089-00	6/2/16	Hein Electric Supply Co., Inc.	\$234.01	Concession Stand Water Break
	502981	6/29/16	HFI Fluid Power Products	\$155.71	DPW Supply Order
			Hopson Oil	\$3,491.50	June Fuel
	122522-000	6/29/16	Geo-Synthetics, LLC.	\$130.00	Straw Blanket for DPW
	21688	7/5/16	Miller & Associates	\$2,396.00	Bark Lake Boat Launch Playground
	23149	6/30/16	Ontech Systems	\$459.72	Quarterly Maintenance
			Premier Building Inspections LLC	\$148.75	Bryan Oelhafen
			Richfield Volunteer Fire Company	\$39,365.87	Fire Company Contract
	9859	6/30/16	Schmitt Sanitation LLC	\$360.00	Pump Holding Tank
	4004308	6/30/16	Stark Pavement Corp.	\$1,851.39	Lake Drive Storm Project
	1530595	6/23/16	TAPCO	\$39.25	New Truck #28 Vinyl Numbers
		7/1/16	Wolf Bros Fuel Inc.	\$118.00	Fuel
			TOTAL BATCH #4	\$48,750.20	Checks Still Needing Approval***
			TOTAL	\$162,819.19	

**FIRE COMPANY CONSTRUCTION

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
			Heitman Inc.	\$85,500.00	Work Completed Per Contract
			Paun Construction	\$106,020.00	Work Completed Per Contract
			Total Mechanical - Plumbing	\$22,275.60	Work Completed Per Contract
			Faith Technologies	\$11,400.00	Work Completed Per Contract
			MSI General	\$40,014.95	General Requirements, Architectural Fee & Construction
			TOTAL FIRE COMPANY CONST.	\$265,210.55	Checks Still Needing Approval***

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VILLAGE OF RICHFIELD
 Treasurer's Report for June 30, 2016

BANK ACCOUNT BALANCES

	Interest Rate	Beginning Balance May 31, 2016	Interest Earned	Ending Balance June 30, 2016
Landmark Checking Account	0.25%	\$ 1,476,570.83	\$ 288.10	\$ 1,365,176.43
LGIP General Fund	0.42%	\$ 741,325.77	\$ 257.51	\$ 741,583.28
LGIP Fire Impact Fees	0.42%	\$ 259,093.25	\$ 90.87	\$ 267,494.12
LGIP Park Impact Fees	0.42%	\$ 4,150.09	\$ 1.87	\$ 8,271.96
LGIP Tax Account	0.42%	\$ 0.54	\$ -	\$ 0.54
FNB Entrepreneur Plus Account	0.05%	\$ 127,566.93	\$ 5.24	\$ 127,572.17
FNB Platinum MMD Account	0.15%	\$ 257,813.61	\$ 31.79	\$ 257,845.40
FNB Public DDA Account	0.05%	\$ 2,411,368.00	\$ 141.01	\$ 2,199,031.51
Bank Mutual MM Account	0.33%	\$ 252,212.32	\$ 138.51	\$ 252,350.83

CERTIFICATES OF DEPOSIT

	Purchase Date	Expiration Date	Interest Rates	Amount
First National Bank	October 31, 2015	April 30, 2017	0.55%	\$ 252,008.70
Bank Mutual	March 3, 2015	October 3, 2016	1.05%	\$ 254,909.30

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

LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

	Purchase Date	Expiration Date	Amount
D&S Weyer No. II, LLC	June 23, 2015	August 31, 2016	\$ 59,800.00

PERMIT PERFORMANCE BOND

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

6 c

1. Call to Order/ Roll Call

The meeting was called to order by Village President John Jeffords at 7:00 pm. A quorum of the Village Board was present. Present: Village Board of Trustees; Dan Neu, Rock Brandner, Bill Collins and Sandy Voss.

Also present: Village Administrator Jim Healy and Administrative Services Coordinator KateLynn Schmitt.

2. Verification of Compliance with Open Meeting Law

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

3. Pledge of Allegiance

4. PUBLIC HEARING

a. 2016 Budget Amendment

Village Administrator Healy introduced the topic.

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

Dave Summerskiels, SEIU Representative from Milwaukee, asked to speak about Cabela's and their unfair labor practices.

President Jeffords informed Mr. Summerskiels his topic was not on the agenda for discussion and to address this issue with the Board and/or Administrator directly outside of the business meeting.

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

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

No one spoke.

6. CONSENT AGENDA

- a. Vouchers for Payment
- b. Treasurer's Report
- c. Meeting Minutes:
 - i. May 19, 2016 – Regular Meeting
- d. New Operator Licenses
- e. Acceptance of "insulation bid" – new municipal building

Motion by Trustee Brandner to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from May 19th, 2016, New Operator Licenses and Acceptance of "insulation bid" – new municipal building; Seconded by Trustee Voss; Motion carried unanimously.

7. DISCUSSION/ACTION ITEMS

- a. Discussion/Action regarding Resolution R2016-06-01, a Resolution adopting the 2016 Village of Richfield Budget Amendment

Motion by Trustee Voss to approve Resolution R2016-06-01, a Resolution adopting the proposed 2016 Budget Amendment per the attached notice and to direct Staff to publish the same no later than 10 days from the date of this meeting in the West Bend Daily News; Seconded by Trustee Collins; Motion carried unanimously.

b. Discussion/Action regarding Resolution R2016-06-02, a Resolution Designating Depositories and Authorizing Signatures for the Village of Richfield

Administrative Services Coordinator Schmitt introduced the topic and the recommendations from the Village Attorney regarding official “signors” on checks.

Motion by Trustee Neu to approve Resolution R2016-06-02, a Resolution Designating Depositories and Authorizing Signatures for the Village of Richfield; Seconded by Trustee Brandner; Motion carried unanimously.

c. Discussion/Action regarding the approval of the Deed Restrictions for Lakeview Ridge Subdivision

d. Discussion/Action regarding the approval of the Storm Water Management Agreement for Lakeview Ridge Subdivision

Administrator Healy introduced agenda item 7c. and 7d.

Motion #1- Deed Restrictions

Motion by Trustee Neu to approve the proposed Deed Restrictions, as presented, for Lakeview Ridge Subdivision subject to the General Conditions of Approval listed below:

Seconded by Trustee Voss; Motion carried unanimously.

Motion #2- Storm Water Management Agreement

Motion by Trustee Brandner to approve the proposed Storm Water Management Practice Maintenance Agreement, as presented, for Lakeview Ridge Subdivision subject to the General Conditions of Approval listed below:

General Conditions of Approval:

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

Seconded by Trustee Collins; Motion carried unanimously.

e. Discussion/Action regarding a CUP application submitted for property located at 1953 STH 175 (Tax Key: V10_0272) pursuant to Section 70.200.5(D) – “Richfield Roadhouse”

Administrator Healy introduced the topic. This business is in the same location as the “Old Mill” but the owner of the property is one in the same. This is a new business under the B-5 Zoning District.

Motion by Trustee Voss to approve the proposed Conditional Use Permit for the Richfield Roadhouse, located at 1953 STH 175 (Tax Key: V10_0272) subject to the terms and conditions contained therein; Seconded by Trustee Neu; Motion carried unanimously.

f. Discussion/Action regarding a CUP application submitted for property located at 3208 STH 167 (Tax key: V10_027600E) pursuant to Section 70.198(D) – “Terrace 167 & Logger’s Park”

Administrator Healy introduced the topic and the property’s history with the Village. The Plan Commission had no objections to the proposed CUP.

Motion by Trustee Collins to approve the proposed Conditional Use Permit for Logger’s Park and Terrace 167, located at 3208 STH 167 (Tax Key: V10_027600E) subject to the terms and conditions contained therein; Seconded by Trustee Neu; Motion carried unanimously.

g. Discussion/Action regarding a proposed Intergovernmental Agreement with Waukesha County for the collection of delinquent personal property tax bills

Administrative Services Coordinator Schmitt introduced the topic and stated the Village would be utilizing Waukesha County’s collection services for the Village’s delinquent personal property tax bills from 2010 on.

Motion by Trustee Brandner to authorize the Village Administrator to enter into an intergovernmental agreement with Waukesha County to administer the management of the Village’s delinquent personal property tax bills; Seconded by Trustee Voss; Motion carried unanimously.

h. Discussion/Action regarding the delinquent personal property tax bills from 2002-2009

Administrative Services Coordinator Schmitt introduced the topic and stated the Village is longer able to collect on delinquents dating back over six (6) years.

Motion by Trustee Voss to authorize Deputy Treasurer Schmitt to work with the Village auditors to formally document the uncollectable delinquent personal property tax bills amounting to no more than \$9,615.64 for the years of 2002-2009; Seconded by Trustee Neu; Motion carried unanimously.

Village Attorney John Macy entered the meeting at 7:41 p.m.

i. Discussion/Action regarding Beer, Liquor, Cigarette, Coin Machine, Target Trap, Unenclosed Premise Permit and Related License Renewals

Administrator Healy introduced the topic and discussion took place regarding the maximum number of available liquor licenses and which entities in the Village would receive licenses.

Motion by Trustee Voss to approve the 2016-2017 cigarette, coin operated, target and trapshooting licenses, beer, wine, liquor, renewal licenses which does not include Richfield Roadhouse or Amici’s and subject to the final review and approval by the Village’s Administrator and the Village Attorney and to approve the 2016-2017 unenclosed premise permits per the attached list subject to the following Specific Conditions of Approval:

Specific Conditions of Approval:

1. “Terrace 167” receive Occupancy Permits from the Village’s Building Inspector

2. Sloppy Joe's Saloon and Spoon shall only be granted an unenclosed premise permit for the area directly east of the building and in no case shall intoxicating beverages be consumed or shall patrons dine on Hubertus Road inside the Village's right-of-way.

Seconded by Trustee Neu; Motion carried unanimously.

j. Discussion/Action regarding the granting of New Combination "Class B" Retail License for the sale of Fermented Malt Beverages and Intoxicating Liquors, coin-operated machines and unenclosed premise permit

Administrator Healy introduced the topic and provided information regarding Richfield Roadhouse and Amici's and their applications for "Class B" Intoxicating Liquor Licenses.

Motion by Trustee Neu to approve the July 1, 2016 – June 30, 2017 Class "B" Retailer's Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for Ms. Lisa Wirkkula, agent of Badhusker, LLC (Richfield Roadhouse) for the property located at 1953 STH 175 along with the petitioned Unenclosed Premise Permit and Coin-Operated Machine Permit described in the attachments contained herein along with working with Staff to achieve an Occupancy Permit; Seconded by Trustee Brandner; Motion carried unanimously.

Motion by Trustee Voss to deny the Retailer's Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for Mr. Thomas Schmidt, agent of TCH Holding for the property located at 1872 STH 175 (Amici's Restaurant) because the Village of Richfield has no more "Class B" licenses and the business has not been open for an extended period of time; Seconded by Trustee Neu; Motion carried unanimously.

k. Discussion/Action regarding the granting of various Picnic Licenses throughout the community

Trustee's Neu to recuse himself from agenda items 7k., 7l. and 7m.

Trustee Collins recused himself from agenda item 7k only.

Motion by Trustee Brandner to approve the petitioned Class "B" picnic licenses for the Richfield Volunteer Fire Company, Richfield Days Parade Committee, and the Richfield Historical Society; Seconded by Trustee Voss; Motion carried unanimously.

l. Discussion/Action regarding the issuance of Operator License Renewals

Motion by Trustee Voss to approve the 2016-2017 operator licenses renewals per the attached list; Seconded by Trustee Collins; Motion carried unanimously.

m. Discussion/Action regarding the issuance of Temporary Operator Licenses

Motion by Trustee Brandner to approve the Temporary Operator Licenses for 2016 per the attached list; Seconded by Trustee Collins; Motion carried unanimously.

8. PUBLIC COMMENTS (...Continued)

No one spoke.

9. CLOSED SESSION

- a. **Discussion/Action to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats.,- Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – All salaried positions affected by new Department of Labor regulations**

Motion by Trustee Neu to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats.,- Considering employment, promotion, compensation or performance evaluation data of any public employee over which the

governmental body has jurisdiction or exercises responsibility – All salaried positions affected by new Department of Labor regulations; Seconded by Trustee Brandner; Motion carried unanimously by roll call vote.

10. RECONVENE IN OPEN SESSION

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

Motion by Trustee Voss to reconvene in open session and to direct the Village Administrator to compensate the affected salaried positions pursuant to the new Department of Labor regulations on the Village's last payroll in December; Seconded by Trustee Brandner; Motion carried unanimously by roll call vote.

11. ADJOURNMENT

Motion by Trustee Voss to adjourn the meeting at 10:02 pm; Seconded by Trustee Collins; Motion carried unanimously.

Respectfully Submitted,



Jim Healy
Village Administrator

DRAFT

6c(ii)

Village of Richfield
4128 Hubertus Road, Hubertus, WI
Special Village Board Meeting Minutes June 21, 2016
3:30 pm

1. Call to Order/ Roll Call

The meeting was called to order by Village President John Jeffords at 3:36 pm. A quorum of the Village Board was present. Present: Village Board of Trustees; Dan Neu, Rock Brandner, Bill Collins and Sandy Voss.

Also present: Village Administrator Jim Healy, Administrative Services Coordinator KateLynn Schmitt and Economic Development Washington County's Executive Director, Christian Tscheschlok.

2. Verification of Compliance With Open Meeting Law

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

3. Pledge of Allegiance

4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding 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.)

No one spoke.

5. DISCUSSION/ACTION ITEMS

a. Economic Development Workshop – Presented by Economic Development Washington County

Christian Tscheschlok with Economic Development Washington County gave a presentation regarding economic development options in the Village of Richfield.

6. PUBLIC COMMENTS (...Continued)

No one spoke.

7. ADJOURNMENT

Motion by Trustee Collins to adjourn the meeting at 7:11 pm; Seconded by Trustee Neu; Motion carried unanimously.

Respectfully Submitted,



Jim Healy
Village Administrator

6 d

July 21, 2016

Meeting

New Operator Licenses

Name	Place of Employment	Course or valid license	Recommendation
Jerald Bouwens	Johnny Manhattans	License	Approved
Joanna House	Bilda's	Course	Approved
Erika Mason	EJ's	Course	Approved
Wendy Meese	EJ's	License	Approved
Patricia Perales	Copper Dock	License	Approved
Bonnie Rofritz	EJ's	License	Approved
Patti Rupnow	Uncle Johnny's	License	Approved
Amanda Schoenbach	EJ's	License	Approved
Megan Schultz	Kettle Hills Golf Course	Course	Approved
Abigale Schwartz	Kettle Hills Golf Course	Course	Approved
Nicholas Tarasoff	Kettle Hills Golf Course	License	Approved
Erica Warnke	Uncle Johnny's	License	Approved
Patricia Webster	Piggly Wiggly	Course	Approved
Todd Weill	Kettle Hills Golf Course	Course	Approved
Brittani Wolf	Uncle Johnny's	License	Approved

6 e

Picnic Licenses

P16-

Name	Name of Organizer	Address	City	State	Zip	Type of Event	Date(s)	Type of license
4 St. Gabriel Catholic Parish	Jerome Gariety	1200 St. Gabriel Way	Hubertus	WI	53033	Flea Market & Fish Fry	September 10 & 11, 2016	Class "B" Beer

2016-2017 Applications

Downloaded Separately

For Village Trustees Only

6 f

RESOLUTION R2016-07-01

A RESOLUTION HONORING ROB MCDONALD
FOR HIS SERVICE TO THE TAXPAYERS OF THE VILLAGE OF RICHFIELD

WHEREAS, Rob McDonald has dutifully served on the Village of Richfield’s Administrative Review Appeals Board since May 2015, the Board of Zoning Appeals since May of 2015, and the Capital Improvement Program Administrative Subcommittee from 2014 to 2015; and

WHEREAS, Rob McDonald has been instrumental in helping to shape the Village’s Capital Improvement Plan to ensure the financial stability of the community for decades to come; and

WHEREAS, Rob McDonald is a tireless public servant who has dedicated the majority of his adult life to serving the “greater good” as both an elected official in Milwaukee County and appointed one in the Village of Richfield for the last several years; and

WHEREAS, Rob McDonald has embodied the spirit of service, hard work, enthusiasm, and dedication to his community while serving the taxpayers in various capacities; and

WHEREAS, Rob McDonald is a valued member of the community due to 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 Rob McDonald for his years of public service to the Village of Richfield.

Approved and adopted July 21st, 2016.

John Jeffords, Village President

Rock Brandner, Village Trustee

Daniel Neu, Village Trustee

Sandy Voss, Village Trustee

Bill Collins, Village Trustee

ATTEST:

Jim Healy, Village Administrator

7a



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7a

MEETING DATE: July 21, 2016

SUBJECT: An Ordinance Amending Chapter 40. Finance and Taxation
DATE SUBMITTED: July 15, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTIONS:

DOES THE VILLAGE BOARD WISH TO ADOPT THE PROPOSED ORDINANCE AMENDMENT FOR CHAPTER 40. FINANCE AND TAXATION OF THE VILLAGE CODE?

ISSUE SUMMARY:

At the June Village Board meeting the Board approved Resolution R2016-6-2, a Resolution Designating Depositories and Authorizing Signatures for the Village of Richfield. This resolution is updated bi-annually and provides a list of authorized signatures on checks and accounts and also lists the banking institutions the Village utilizes.

At the June Village Board meeting, the Board considered and approved several significant changes to the banking resolution including requiring the signatures of both the Village Administrator/Clerk/Treasurer and Village President on each check created and distributed from the Village. These changes were made in order to bring our processes in compliance with Wisconsin State Statutes and make changes that were needed due to our organizational change after the "Town of Richfield" became a Village.

It was the recommendation of our Village Attorney, John Macy, that we also make an ordinance amendment to our code in order to ensure our Resolution was congruent with State Statutes. Tonight's proposed ordinance amendment for your consideration mimics that of the banking resolution approved last month, and follows the recommendation of Attorney Macy.

FISCAL IMPACT:

REVIEWED BY: _____
Village Deputy Treasurer

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

ATTACHMENTS:

1. Resolution R2016-6-2 A Resolution Designating Depositories and Authorizing Signatures for the Village of Richfield
2. May 26, 2016 Correspondence from Attorney Macy
3. Ordinance 2016-7-1 An Ordinance Amending Chapter 40. Finance and Taxation of the Village of Richfield Municipal Code

STAFF RECOMMENDATION:

Motion to approve Ordinance O2016-07-01, an ordinance amending Chapter 40. Finance and Taxation of the Village of Richfield Municipal Code.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7a

MEETING DATE: July 21, 2016

SUBJECT: An Ordinance Amending Chapter 40. Finance and Taxation

DATE SUBMITTED: July 15, 2016

SUBMITTED BY: Jim Healy, Village Administrator

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



Village Staff Member

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

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



Village Administrator

RESOLUTION R2016-6-2

A RESOLUTION DESIGNATING DEPOSITORIES AND AUTHORIZING
SIGNATURES FOR THE VILLAGE OF RICHFIELD

WHEREAS, the Village Board of the Village of Richfield is responsible for handling Village funds including the designation of public depositories per Wisconsin Statutes Section 34.05, and hereby intends to designate depositories and authorize signatories.

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Richfield, Washington County, Wisconsin that the following banking institutions or their successors:

Landmark Credit Union, Hubertus & Hartford, Wisconsin
Bank Mutual, West Bend, WI
First National Bank of Hartford, Wisconsin
Local Government Investment Pool, State of Wisconsin

qualified as depositories under Chapter 34 of the Wisconsin Statutes, shall be and are hereby designated until further action as public depositories for all monies coming into the hands of the Village Administrator of the Village of Richfield, State of Wisconsin, and all over Village officers included in the provision of Chapter 34 of the Wisconsin Statutes.

BE IT FURTHER RESOLVED, that Landmark Credit Union, Hubertus & Hartford, Wisconsin is designated as the working bank for July 1, 2016-July 1, 2018 and that the Village Board and the Village Administrator are authorized and directed to distribute the Village funds.

BE IT FURTHER RESOLVED, that the Village Administrator is hereby instructed to deposit Village funds only in such institutions as may be approved by the State of Wisconsin Investment Board and are eligible to receive public funds.

BE IT FURTHER RESOLVED, that the depositories shall furnish collateral for Village funds on deposit

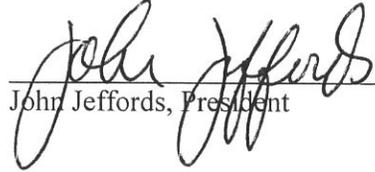
BE IT FURTHER RESOLVED, that withdrawal or disbursement from any of the above named depositories shall be by check, written wire transfer, telephone wire transfer, or other money transfer techniques, and, in the case of savings accounts, by savings withdrawal forms, as provided in Section 66.0607 of the Wisconsin State Statutes. Written and telephone wire transfers shall be in accordance with the named depositories guidelines and shall only be made by authorized personnel. In accordance

therewith all check and savings withdrawal forms, effective July 1, 2016 must be signed by all of the following individuals:

John Jeffords, Village President

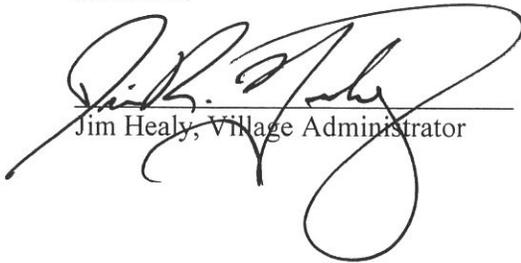
Jim Healy, Village Administrator/Clerk/Treasurer

Passed and adopted this 16th day of June, 2016



John Jeffords, President

ATTEST:



Jim Healy, Village Administrator

LAW OFFICES OF
**ARENZ, MOLTER,
MACY, RIFFLE & LARSON, S.C.**
720 N. EAST AVENUE
P.O. BOX 1348
WAUKESHA, WISCONSIN 53187-1348
Telephone (262)548-1340
Facsimile (262)548-9211
Email: jmacy@ammr.net

DALE W. ARENZ, RETIRED
DONALD S. MOLTER, JR.
JOHN P. MACY,
COURT COMMISSIONER
H. STANLEY RIFFLE,
COURT COMMISSIONER
ERIC J. LARSON

RICK D. TRINDL
PAUL E. ALEXY
R. VALJON ANDERSON
REMZY D. BITAR
MATTEO REGINATO
LUKE A. MARTELL

Personal and Confidential Attorney/Client privileged communication. Do not copy or distribute without approval. Place in a separate file. This is not a public record.

May 26, 2016

KateLynn Schmitt
Adm Serv Coord/Dep Treasurer
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

**Re: Village of Richfield
Financial Procedure
Issues You Raise in Your Email Message of May 11, 2016**

Dear Ms. Schmitt:

I received your email message and attachments that you provided concerning financial procedures of the Village. I have had an opportunity to carefully consider this matter.

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

1. I conclude that the representatives at First National Bank are correct in their statement that all checks should be signed by the Village Clerk, Village Treasurer and Village President, subject to the following qualifications. Wisconsin Statutes Section 66.0607(3) allows the Village Board by resolution or ordinance to remove the requirement that the Village President sign the checks, and the same statute allows the Village Board to authorize additional signatures. The phrase "additional signatures" is not the same as "different signatures."

The Wisconsin Attorney General considered financial procedure issues related to this in 1974 (Wis. AG. June 21, 1974), involving the powers of a County Executive. The issues involved at that time concerned the powers of the County Executive in check disbursement issues. The Attorney General, in relevant part, stated the following:

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KateLynn Schmitt, Adm Serv Coord/Dep Treasurer – **PERSONAL AND CONFIDENTIAL**
May 26, 2016
Page 2

With respect to question three, I am of the opinion that a County Executive does not have power under sec. 59.032, Stats., acting alone, to approve and process purchase vouchers and pay bills for those items included in the executive budget as approved and adopted by the County Board. However, under the facts stated, where the County Board by Board rule has designated the County Executive as purchasing officer and county auditor, I am of the opinion that such officer does have power to approve and process vouchers for payment if included within the executive budget as approved and adopted by the County Board. Before payment, however, such vouchers must be approved and signed by the County Clerk and County Treasurer in compliance with check-order requirements. Secs. 66.042(1) and (3), and 59.17(3), Stats. Before the County Clerk approves, payment must have been approved by the County Board or by a committee or officer such as the County Executive, which is the case here, acting in pursuance to a resolution or ordinance adopted by the County Board.

The statute cited in the foregoing quotation for this proposition (66.042) was recodified in the intervening years and is now Wisconsin Statutes Section 66.042, which is the section that was cited by First National Bank and that is at issue at this time. Although the foregoing relates to counties, and it is a rather old opinion, the same is true in this case. The Village has the ability to make some alteration to the check approvals, by adding additional signatures, or by revising the review processes, but the signatures of the Clerk and the Treasurer cannot be altered because these are statutory requirements.

As for the phrase "additional signatures," our courts interpret statutes by their plain language, if it is possible to do so, and in this case I believe it is. In my opinion our courts would conclude that signatures can be authorized in addition to the Clerk, Treasurer and President, but in every case the signature of the Clerk and Treasurer is required. I have encountered situations where municipalities have authorized additional signatures, and required them. For example, I am aware of one municipality where the Village Clerk/Treasurer's husband was elected to the office of Village President, and the Board thereafter deemed it advisable to ensure that every check was signed not only by the husband and wife, but also by an additional Trustee. I therefore do not believe it is absurd to read the phrase "additional signature" literally.

2. Having reached the foregoing conclusions, I want to add a few additional qualifications. Under Wisconsin law, Deputy Village Treasurers have the power to perform the duties of the Village Treasurer, per Wisconsin Statute Section 61.261, when the Treasurer is temporarily absent or

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KateLynn Schmitt, Adm Serv Coord/Dep Treasurer – PERSONAL AND CONFIDENTIAL
May 26, 2016
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disabled. Deputy Village Clerks also have the power to perform the Clerk's duties in the case of absence, sickness or other disability of the Clerk, per Section 61.19, Wisconsin Statutes. In addition, I believe it is relatively common for municipalities to designate an alternative member of the governing body to perform the role of Village President when the Village President is absent or otherwise unable to perform the duty, which as a practical matter may be the only way for paychecks to be issued from time to time, for example, in those communities, and I am not aware of this practice being challenged. These narrow exceptions do not change the general conclusions noted above, however.

3. You ask whether you can have signatures pre-printed on your checks, and my response is "no." Facsimile signatures are permitted by Wisconsin Statutes Section 66.0607(3), but that does not authorize blanket approvals for unknown costs. The statute says "The use of a facsimile signature does not relieve an official from any liability to which the official is otherwise subject." A pre-printed signature purports to approve something before even knowing what it is, and the statute does not allow that. The League of Wisconsin Municipalities has offered an opinion regarding a similar issue, in which the Village Clerk proposed to use a stamp for the Clerk's signature and the Village President's signature. Counsel for the League of Wisconsin Municipalities concluded that the Village President would need to maintain control of the President's signature stamp:

I agree that the Village Board may, by resolution or ordinance, eliminate the requirement that the Village President countersign all drafts, order checks and transfer orders. Also, in my opinion, the board may authorize the use of facsimile signatures, but such usage must be under the control of each officer whose name appears on the facsimile. ... This view is supported by the language, quoted above, providing that the official whose facsimile signature is used is not thereby relieved of liability for its use. Therefore, if a facsimile of the Village President's signature is to be used, it must be used according to the Village President's direction. Finally, it should be pointed out that the use of the Village President's facsimile signature will not eliminate the requirement that the Village President "sign" (i.e., stamp) all Village checks and orders. The use of the facsimile signature procedure merely means that the Village President need not personally sign all drafts, order checks and transfer orders; it does not relieve the Village President of the ministerial duty to countersign all these items. (League of Wisconsin Municipalities, Legal Opinion, Financial Procedure #217, 218 (December 14, 1989).)

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KateLynn Schmitt, Adm Serv Coord/Dep Treasurer – **PERSONAL AND CONFIDENTIAL**
May 26, 2016
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4. You asked whether I had any other concerns regarding the Resolution 2014-10-1 that you forwarded with your email message. I note the following:
 - a. The fourth “Whereas” paragraph indicates that the depositories “shall furnish collateral for Village funds on deposit.” I am not sure what collateral this may be intended to reference. If this is being done, I have no objection, but it strikes me as being unusual.
 - b. The fifth and sixth “Whereas” paragraphs outline check signatures that are contrary to the conclusions reached above, so I recommend those paragraphs be deleted.
 - c. Section 40-2 of the Village Code describes the authorized signatories, using essentially identical language to what is shown in this resolution, so I recommend that Section 40-2 of the Village Code also be amended in accordance the foregoing conclusions.

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

Yours very truly,

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



John P. Macy

JPM/bes

cc: Jim Healy, Village Administrator – **PERSONAL AND CONFIDENTIAL**
Laura Johnson, Deputy Clerk – **PERSONAL AND CONFIDENTIAL**

B:\MyFiles\JPM\Richfield\Financial Procedures\ks.ltr.05-26-16

ORDINANCE 2016-07-01

AN ORDINANCE AMENDING CHAPTER 40. FINANCE AND TAXATION OF THE VILLAGE OF RICHFIELD MUNICIPAL CODE

WHEREAS, the Village of Richfield engages in financial transactions with banking institutions on a regular basis; and

WHEREAS, upon review of Wisconsin State Statutes Section 66.042 by the Village Attorney it was recognized that in all instances the signature of the municipal clerk and/or treasurer is required on each check for valid approval; and

WHEREAS, the Village Board approved resolution R2016-06-02 on June 16th to alter the verbiage of the original banking resolution to make the Village Administrator/Clerk/Treasurer and the Village President the two (2) required signatures on each check; and

NOW, THEREFORE BE IT RESOLVED, the Village Board of the Village of Richfield, Washington County, Wisconsin, do ordain the following changes to Chapter 40 of the Village of Richfield municipal code entitled "Finance and Taxation" as follows:

§40-2. Order checks; execution.

A. All disbursements of the Village shall be by check, written wire transfer, telephone wire transfer, or other money transfer techniques, and, in the case of savings accounts, by savings withdrawal forms, as provided in §66.0607, Wis. Stats. Written and telephone wire transfers shall only be made by authorized personnel. In accordance therewith all check and savings withdrawal forms, effective July 1, 2016, shall be signed by all of the following individuals:

- (1) Village President.
- (2) Village Administrator/Clerk/Treasurer

Passed and adopted this 21st day of July 2016.

John Jeffords, Village President

ATTEST:

Jim Healy, Administrator/Clerk/Treasurer

7b



VILLAGE OF RICHFIELD
 VILLAGE BOARD COMMUNICATION FORM

76

MEETING DATE: July 21, 2016

SUBJECT: GovPayNet Agreement for Credit and Debit Card Transactions
 DATE SUBMITTED: July 7, 2016
 SUBMITTED BY: KateLynn Schmitt, Administrative Services Coordinator/Deputy Treasurer

POLICY QUESTIONS:

DOES THE VILLAGE BOARD WISH TO AUTHORIZE THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH GOVPAYNET TO ALLOW FOR THE ONLINE, PHONE AND IN-PERSON PROCESSING OF CREDIT AND DEBIT CARD TRANSACTIONS AT VILLAGE HALL?

ISSUE SUMMARY:

In an effort to make processing payments for resident more readily accessible, Village Staff is seeking to use the resources of GovPayNet in order to process credit and debit card transactions online, phone and at the front counter of Village Hall. Currently credit, debit and e-check options are only available during and for tax collection purposes. If authorized to enter into this agreement, residents will have the ability to process transactions for permits, licenses and tax collection with their credit and debit cards all year round.

The three (3) ways in which residents will be able to process transactions will be:

1. Onsite with Gov\$wipe – An internet-based, countertop payment device
2. Online – At www.govpaynow.com
3. By Phone

The fees associated with the processing of these transactions are outlined on Attachment “A” Services Fees of the Participation Agreement and are generally:

Transaction Range	Service Fee
\$0.01 > \$50.00	\$1.50
\$50.01 > \$75.00	\$1.75
\$75.01 > \$100.00	\$3.00
\$100.01 > \$150.00	\$4.00
\$150.01 > \$200.00	\$6.00
For each additional increment of \$50.00, or portion thereof, add \$1.50.	

Should it be the desire of the Board for the Administrator to enter into this agreement, Staff’s next step will be to work with GovPayNet to customize options to fit the Village of Richfield’s needs for accepting payment.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

76

MEETING DATE: July 21, 2016

SUBJECT: GovPayNet Agreement for Credit and Debit Card Transactions
DATE SUBMITTED: July 7, 2016
SUBMITTED BY: KateLynn Schmitt, Administrative Services Coordinator/Deputy Treasurer

FISCAL IMPACT:

REVIEWED BY: _____

Village Deputy Treasurer

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

ATTACHMENTS:

1. GovPayNet Presentation for the Village of Richfield
2. GovPayNet's list of Wisconsin Refereneces
3. GovPayNet's Merchant Agreement
4. GovPayNet's Participation Agreement

STAFF RECOMMENDATION:

Motion to authorize the Village Administrator to enter into an agreement with GovPayNet to allow for the online, phone and in-person processing of credit and debit card transactions.

APPROVED FOR SUBMITTAL BY:

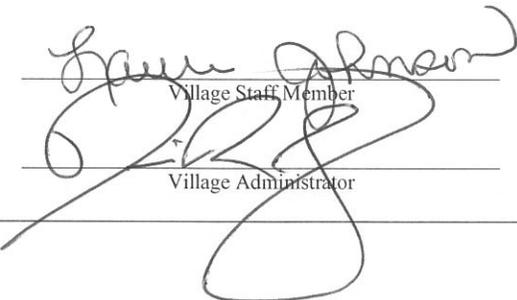
VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



Village Staff Member

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

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



Village Administrator



GOVPAYNET®

The Simple Way To Pay

Taxes & Permits/Licensing

Prepared for the Village of Richfield - June 8, 2016

About GovPayNet

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- **About GovPayNet**
- The GovPayNet Solution
- Payments & More
- Service & Approach
- Innovation
- Featured Relationships
- Implementation
- Keys to Success

About GovPayNet

GovPayNet is a service-oriented processor of Tax & Utility Payments to government agencies.

- **Founded in 1997 by a former Government Official**
- **Over 2,000 agency relationships in more than 40 states**
- **Process payments for over one million consumers annually**

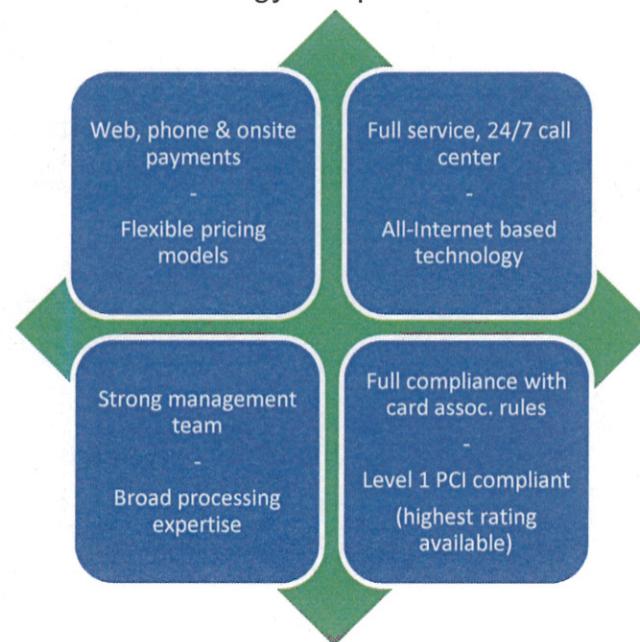
The GovPayNet Solution

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The GovPayNet Solution

The GovPayNet payment processing solution is provided at **no cost** to government agencies, although GovPayNet can support flexible pricing models including options for agencies to absorb the GovPayNet service fee. It is a fully Internet-based solution which means no hardware or software costs. With over 17 years of field experience, GovPayNet management and staff are experts in providing these services. GovPayNet accepts the major card brands – MasterCard, Visa, American Express & Discover, including credit, debit and prepaid debit or any combination. Payments can be made onsite, online and by phone, using PCI Level 1-rated technology and processes.



Payments & More

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Payments & More

We have enhanced business processes that allow our client agencies to:

- Properly delegate chargeback, PCI, and compliance processes to GovPayNet
- Benefit from our fully-staffed, bilingual call center, a service that many other processors no longer offer
- Have the ability to view and approve reports and payments in “real-time”
- Enjoy the convenience of GovPayNet’s patent-pending methods

Service & Approach

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Service & Approach

- Quick and convenient processing of payments 24/7/365
- Payment Management Options for Cardholders
 - Major card brands accepted, so cardholders can use their preferred payment card – credit, debit, prepaid debit
 - GovPayNet has the ability to combine multiple payers and/or multiple cards into a single payment



- Cardholders have multiple options, paying onsite, online or by phone, with payments confirmed by printouts or by email
- Fully-staffed, bilingual call center with live operators who can process payments AND handle cardholders' questions about payments
- Safe and secure transactions-GovPayNet has the highest security rating available, PCI Level 1



Service & Approach

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Service & Approach

- Lower your costs
 - Save staff time through improved and expanded payer self-service opportunities
- Fast payment processing
 - GovPayNet's all-Internet system processes a requested payment on average in as little as **just over one second**
- Electronic settlement
 - GovPayNet Direct deposits funds for the prior day's activity on **the next banking day**
- Flexible system
 - The GovPayNet solution **can be implemented without system integration**, but can also integrate with nearly any existing business accounting or cashiering system
- Online reporting & tracking
 - GovPayNet provides access to online reporting & tracking tools so agencies know the status of payments & deposits **in real time**



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Innovation

Patent-Pending

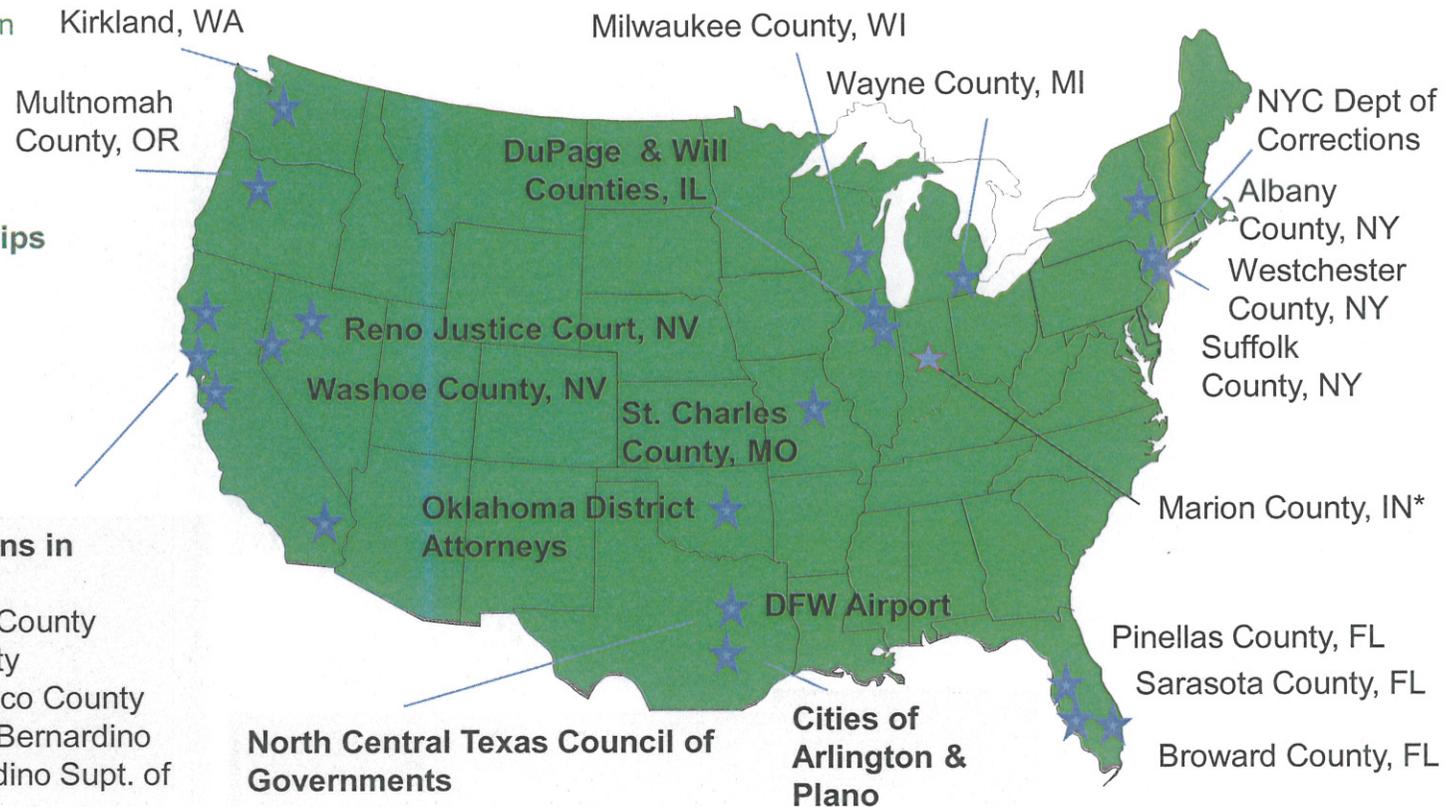
- Onsite with **Gov\$wipe**[®]
 - Our Internet-based, countertop payment solution
 - Automates data entry during payment
 - Easy set-up, connects to Internet-enabled computer via USB
 - No phone line or power source needed
- Online
 - GovPayNow.com
 - Agency-specific landing pages and agency search functionality make it easy for payers to make online payments at their convenience
- By Phone
 - **1-888-604-7888** Payment Hotline
 - Fully-staffed, bilingual call center with **Live Operators** to take payments and handle card holder questions about their payments



Featured Relationships

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Select Locations in California:

1. Mendocino County
2. Marin County
3. San Francisco County
4. City of San Bernardino
5. San Bernardino Supt. of Schools

*GovPayNet Headquarters

Implementation

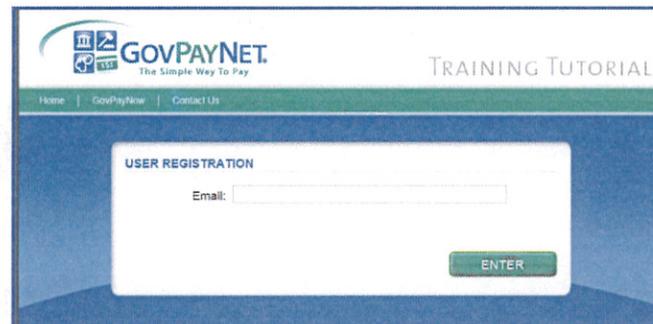
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- **Implementation**
- Keys to Success

Implementation

The GovPayNet approach involves a supportive and flexible solution that can be quickly implemented to meet your needs.

To deliver our services, from implementation through customer assistance, GovPayNet has a Client Services Department dedicated to training and onboarding new accounts into our account management system, coordinating all functions necessary to implement the agreed-upon client requirements, and providing start-up and ongoing training, then continuing to fulfill the GovPayNet service commitment through our Call Center.



Keys to Success

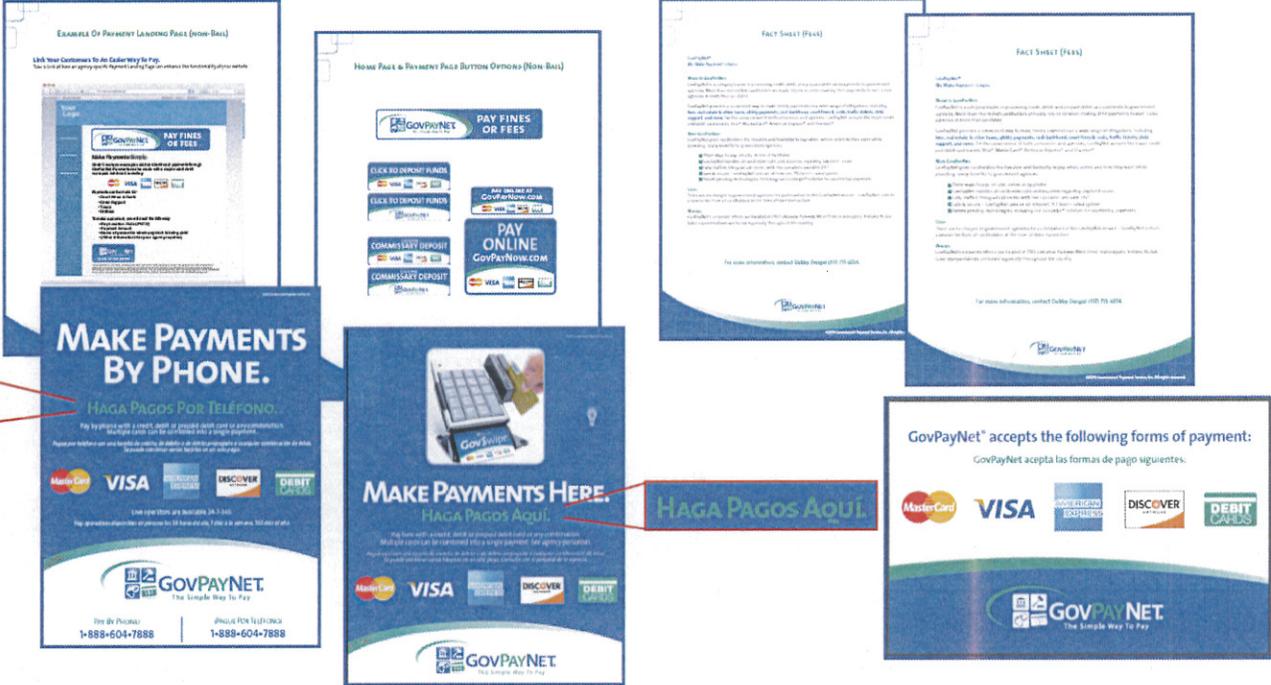
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- **Keys to Success**

Keys to Success

Outreach & communication is important for successful program adoption. Utilize the GovPayNet **multilingual** marketing tools to announce payment options to the public:

- Media Kit
- Website Update Kit
- Point of Need Materials (posters, signs & counter cards)



GovPayNet: A category leader in processing credit, debit & prepaid debit card payments to government agencies. More than one million cardholders annually rely on us when making their payments to over 2,000 agencies in more than 40 states.

Ellen McNutt
National Sales Manager
7102 Lakeview Parkway West Drive
Indianapolis, IN 46268

phone (888) 561-7888
fax (888) 665-4755
Direct-317-713-6523
emcnutt@govpaynet.com

www.GovPayNet.com

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GOVPAYNET.COM | (888) 561.7888



TAX ACCOUNTS/Utilities/MISC. PAYMENTS/Courts

Village of Belleville-Dane County

April Little

Administrator/Treasurer/Clerk

(608) 424-1655

alittle@charterinternet.com

Tax , Water, Citations, Parking Tickets

Town of Cedarburg-Ozaukee County

Debra Otto

Town Clerk

(262) 377-4509

dotto@town.cedarburg.wi.us

Town Refuse Carts, Recreation, Invoiced Services payments, Permits/Licensing

Village of East Troy-Walworth County

Judy Spaight

Accountant

262-642-6255 x223

js@easttroy-wi.com

Taxes, Utility

Muskego Municipal Court-Waukesha County

Susan Hutcheson

Clerk

(262)679-4114

shutcheson@cityofmuskego.org

In Court Payments

Caledonia Police Department-Racine County

Joy Knox

Administrative Assistant

(262)835-6467

jknox@caledoniawipd.com

Cash Bond/Warrants, Fines & Forfeitures, Miscellaneous Payments

City of Manitowoc-Manitowoc County

Kim Lynch

Asst. Finance Director

(920)686-6961

klynch@manitowoc.org

City and Police Payments

City of Seymour-Outagamie County

Laurie Snyder

Administrative Assistant

lsnyder@seymour-pd.com

(920) 833-2366

City and Police Payments

Iowa County Court

Lia Gust

Clerk of Courts

lia.gust@wicourts.gov

(608) 935-0395

Court fines

Lake Mills Police Department-Jefferson County

Rene Frier

Secretary/Dispatch

rfrier@ci.lake-mills.wi.us

(920) 648-3114

Citations, Parking fines

Taylor County Clerk of Courts

Rose Thums

Clerk of Courts

rose.thums@wicourts.gov

(715) 748-1425

Fines and fees, forfeitures

Barron County Clerk of Courts

Sharon Millermon

Clerk of Court

sharon.millermon@wicourts.gov

715-537-6265

City of Delavan-Walworth County

Kelly Hayden

Finance Director

financedir@ci.delavan.wi.us

(262) 728-5585

Taxes, court fines, parking, Utilities, Misc payments

Village of Colfax-Dunn County

Lynn Niggemann

Clerk-Treasurer

clerktreasurer@villageofcolfaxwi.org

(715) 962-3311

Utilities and Ambulance fees

Town of Turtle- Rock County

Deb Bennett-Clerk/Treasurer

townofturtle@charter.net

(608) 362-0655

Court Fines, Misc Payments

Town of Merrimac- Sauk County

Tim McCumber-Admin/Clerk/Treasurer

townmerr@merr.com

(608) 493-2588

Permits, Taxes

MERCHANT AGREEMENT

This Merchant Agreement (“Agreement”) is by, between and among:

Merchant Name: **Village of Richfield**
Address: **4128 Hubertus Road**
City, State, Zip: **Hubertus, WI 53033**

referred to herein as “Merchant,” Vantiv, LLC, for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter “Vantiv”) and Government Payment Service, Inc. (d/b/a “GovPayNet”), a Delaware corporation having a principal place of business at 7102 Lakeview Parkway West Drive, Indianapolis, Indiana 46268 (“GPS”).

WHEREAS, GPS has assembled and supports the “GovPayNet Payment Network,” consisting of governmental entities that have each contracted with GPS to accept payments on their behalf made by consumers to GPS; and

WHEREAS, GPS accepts credit cards and debit cards carrying the American Express[®], Discover[®], MasterCard[®] and Visa[®] brands from consumers (individually, a “Cardholder” and collectively, “Cardholders”) and executes payments on behalf of Cardholders to participants in the GovPayNet Payment Network; and

WHEREAS, in order to improve Merchant’s services and enhance administration, Merchant desires to join the GovPayNet Payment Network and accept payments from GPS, with such support services as GPS provides; and

WHEREAS, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the “Payment Type Organizations” or “PTOs”) require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the PTOs and (ii) agree to comply with PTO rules and regulations (“PTO Rules”) as they apply to credit and debit card transactions that are submitted to Vantiv by GPS on Merchant’s behalf; and

WHEREAS, in executing this Agreement, Merchant is fulfilling the above PTO Rules.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Vantiv and GPS agree as follows:

1. Security and Compliance.

- 1.1 Merchant acknowledges and agrees that certain PTO Rules apply to Merchant’s acceptance of Cardholders’ payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry (“PCI”) Security Standards Council including PCI Data Security Standards (“DSS”) are also applicable to Merchant’s acceptance of payments from Cardholders. **In lieu of directly complying with the PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint GPS as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and GPS accepts such appointment subject to any limitations in the attachments hereto.** If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of GPS and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as GPS may reasonably request.
- 1.2 Merchant acknowledges that any Cardholder personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant’s official duties and will not be used by Merchant in violation of any PTO rules or regulations or applicable law.
- 1.3 If at any time Merchant or GPS believes that Cardholder information has been compromised, Merchant or GPS, as the case may be, must notify the other parties to this Agreement and GPS shall assist in providing notification to the Cardholder and all other proper parties.

- 1.4 Merchant and GPS each additionally agrees to comply, at each party's expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties' businesses and operations.

2. GPS Obligations

GPS will enable Cardholders to pay amounts owed to the Merchant by doing the following:

- 2.1 GPS shall obtain authorization to process a charge to the Cardholder's credit card account or debit such Cardholder's debit card account for purposes of funding payment(s) by such Cardholder to Merchant. Such charges or debits shall be subject to acceptance by the card issuer, PTO rules, and any other applicable laws or regulations.
- 2.2 GPS shall act on Merchant's behalf in accepting payments from consumers made by credit cards and debit cards for the purposes and at the service fees listed on each attachment designated in Section 11.9 of this Agreement. GPS may modify Cardholder fees at its sole option, providing Merchant with notice of such modification and a revised attachment reflecting modified fees prior to imposing a new fee structure. Service fees are non-refundable.
- 2.3 GPS shall transmit payment transactions on Merchant's behalf to Vantiv for further processing and shall further direct Vantiv to transfer Merchant's portion of all settling funds received from PTOs to Merchant as designated in the Funding Schedule attached hereto as designated in Section 11.9. GPS shall make payments to Merchant to satisfy consumer obligations to Merchant based on unique payment codes GPS establishes on its system for the routing of consumer funds to Merchant, such codes to be made available to consumers by Merchant or accessed by consumers through the GPS web site.
- 2.4 GPS shall be responsible for the safety and security of all Cardholder information (such as the customer's PTO account number, expiration date, and CVV2) in connection with the processing services provided under this Agreement. In accordance with PCI DSS v3.0, requirement 12.9, GPS will maintain proper security and responsibility for cardholder data while it is in GPS's possession, all at GPS' sole cost.
- 2.5 GPS shall not charge Merchant for GPS's basic services or to participate in the GovPayNet Payment Network. GPS reserves the right to charge Merchant for other services or equipment, such as custom software development, peripheral devices, and other services and support as the parties may agree upon from time to time.
- 2.6 GPS shall provide GovPayNet Payment Network administrative support to consumers and to Merchant through a toll-free telephone help line and the Internet.
- 2.7 GPS shall provide Merchant with participation procedures, toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the GovPayNet Payment Network to consumers, and shall train Merchant staff on how to access and use, and how to assist consumers to access and use, the GovPayNet Payment Network.
- 2.8 GPS shall be responsible for all federal, state, and local taxes that may be imposed upon its services.

3. Merchant Obligations

Merchant's continued participation in the GovPayNet Payment Network is conditioned upon the following:

- 3.1 Merchant understands and agrees that its cooperation in promoting use of the GovPayNet Payment Network is a significant consideration for Merchant and GPS entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any GPS training or refresher training on the use and promotion of the GovPayNet Payment Network and its associated services, (ii) keep available for reference any user manuals and instructional materials GPS provides to Merchant, (iii) display logos, signage, literature, and other promotional and instructional materials that GPS provides and otherwise inform, encourage and assist consumers to use GPS for their payments to Merchant, and (iv) cooperate with all reasonable GPS requests to

encourage greater use by consumers of the GovPayNet Payment Network. All marketing and promotion of the GovPayNet Payment Network by Merchant shall conform to guidelines provided by GPS from time to time.

- 3.2 Merchant shall be responsible for administrative procedures for reversals (*i.e.*, chargebacks) including determining whether to challenge an asserted chargeback and all transactions reversed as a result. GPS shall report all chargeback notifications which it receives for payments processed under this Agreement to Merchant. If the chargeback resulted from duplicate transactions, GPS shall determine the source of such duplication, and shall only be liable for chargebacks of duplicate transactions that result from errors in the GPS processing system. Merchant shall authorize GPS to debit an account designated by Merchant on a periodic basis for reimbursement for chargebacks. GPS shall retain secondary financial and operational responsibility for such chargebacks in the event Merchant defaults on this obligation.
- 3.3 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable consumers to access GPS from Merchant locations and enable GPS to communicate with Merchant.
- 3.4 Merchant shall be responsible for establishing and maintaining secure access at its locations to the GPS administrative system, including user identification, passwords and precautions for accessing all confidential information. GPS shall be entitled to rely on any communications or instructions initiated with Merchant's user identification, passwords or other security and identity tokens or devices.
- 3.5 Merchant shall designate a primary contact and a secondary contact for GPS to communicate with on operational, technical, and administrative issues.
- 3.6 Merchant shall cooperate with GPS in the event of an overpayment to refund to GPS funds that GPS can demonstrate exceed consumer liabilities to Merchant.
- 3.7 Merchant shall provide GPS with prompt written notice of any change in the information Merchant provides to GPS necessary for Merchant's participation in the GovPayNet Payment Network, including but not limited to any change in its bank routing and account numbers.
- 3.8 In the event Merchant receives a payment from GPS that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation and agrees that any sums recovered as a result of such investigation shall be applied, first, to compensate GPS fully for losses suffered as a result of the fraud.
- 3.9 Merchant shall raise any claimed transaction or settlement errors with GPS within 12 months of the date of Merchant's receipt of the GPS report on which the claimed error appeared and shall otherwise follow the GovPayNet Payment Network participation procedures that GPS provides to Merchant, as such procedures may be updated from time to time.
- 3.10 Merchant shall not enter into any other agreement or make any other arrangement for services similar to those available through the GovPayNet Payment Network for the duration of this Agreement.

4. Term and Termination

- 4.1 This Agreement shall become effective upon the date it has been executed by Merchant and GPS, then accepted and executed by Vantiv and shall continue for one year, automatically renewing for additional one year periods. Notwithstanding the foregoing, this Agreement shall terminate if and when Vantiv ceases to provide processing services to GPS or if terminated earlier as provided herein.
- 4.2 Merchant may terminate this Agreement upon 30 days' written notice to GPS and GPS shall promptly inform Vantiv of such termination. If at any time Merchant wishes to terminate the services of GPS but continue to process transactions under this Agreement through Vantiv, Merchant shall immediately upon GPS's cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to GPS.
- 4.3 GPS may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date, (b) upon 30 days written notice if Merchant fails to comply with GPS procedures for

participating in the GovPayNet Payment Network or (c) immediately if Merchant fails to comply with any other term of this Agreement.

5. GPS and Vantiv Representations and Warranties

Each of Vantiv and GPS represents and warrants as follows:

- 5.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with its terms. Each party has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 5.2 The employees, agents and subcontractors of Vantiv and GPS shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.
- 5.3 During the performance of this Agreement, each of Vantiv and GPS shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.

6. Merchant Representations and Warranties

Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms.

7. Notices

All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person, by first class mail or by facsimile (with a hard copy following) addressed to:

Merchant: (contact for notices)

Jim Healy – Village Administrator
 Village of Richfield
 4128 Hubertus Road
 Hubertus, WI 53033
 Phone: (262) 628-2260
 Email: Katelynn@richfieldwi.gov

GPS:

Client Services Department
 Government Payment Service, Inc.
 7102 Lakeview Parkway West Drive
 Indianapolis, Indiana 46268
 Phone: (866) 564-0169
 Facsimile: (888) 665-4755
 Email: accountservices@govpaynet.com

or to such other person or place that the parties may from time to time designate. Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided in this section and sender receives a confirmation of such facsimile.

8. Disclaimers and Limitation of Liability

- 8.1 The sole purpose of this Agreement is to enable Merchant to participate in the GovPayNet Payment Network. Merchant understands and agrees that GPS takes no responsibility that amounts GPS transmits in payment to Merchant will fully satisfy any consumer's obligation to Merchant, and that GPS does not guarantee any particular outcome or result with respect to any consumer other than the delivery of such consumer's payment to Merchant.
- 8.2 GPS shall provide all services hereunder to Merchant as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.
- 8.3 GPS shall be liable for losses or damages to Merchant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of GPS.

- 8.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. GPS accepts no liability whatsoever for Merchant actions taken based on payment information provided by GPS even if such information proves to be incorrect.
- 8.5 **THIS IS A CONTRACT FOR SERVICES. GPS LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT GPS HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE GOVPAYNET PAYMENT NETWORK, ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. GPS MAKES NO WARRANTIES THAT GPS SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR GPS SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. VANTIV'S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT'S TRANSACTIONS FROM GPS. VANTIV SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.**

9. Publicity

Neither Vantiv nor GPS shall issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

10. Intellectual Property

Merchant acknowledges and shall not challenge GPS' ownership of GPS trademarks, service marks, trade names or other intellectual property ("GPS Intellectual Property"), that any Merchant use of GPS Intellectual Property shall be in accordance with GPS instructions and subject to the control, direction and approval of GPS, that any rights arising out of such use shall inure solely to the benefit of GPS, and that Merchant shall have no ownership or other interest in GPS Intellectual Property.

11. Miscellaneous Terms and Conditions

- 11.1 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 11.2 Assignment. This Agreement may not be assigned, in whole or in part, by GPS or by Merchant, hereto without prior written consent of the other party, which consent shall not be unreasonably withheld.
- 11.3 Force Majeure. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God and similar occurrences.
- 11.4 Governing Law. All matters of contractual interpretation shall be governed by the internal laws of the State of Indiana.
- 11.5 No Waiver. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.
- 11.6 Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.
- 11.7 Severability. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.

11.8 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.

11.9 Complete Agreement. This Agreement, together with its attachments, is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with PTO rules, law or regulation and GPS provides notice to Merchant of such change. The following are attachments to this Agreement:

Attachment A Attachment B Attachment C Attachment D

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

VILLAGE OF RICHFIELD

GOVERNMENT PAYMENT SERVICE, INC.

Jim Healy
Village Administrator

Mark E. MacKenzie
President & Chief Executive Officer

Date: _____

Date: _____

ACCEPTED:

VANTIV, LLC, for itself and its affiliates

Signature

Name & Title

Date: _____



ATTACHMENT "A" -- SERVICES**GPS Agree. No.: 4654 WI-Village of Richfield-MERCHANT, 2016Jun10**

Merchant has elected the following options in accordance with the terms of services in the Agreement:

GovPayNet Basic

GovPayNet Gov\$wipe®

GovPayNet Connect

Visa Tax Program

General Service Terms

Merchant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Merchant's behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize GPS to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through GPS of any types of payments; (iii) modify the options selected above; (iv) modify the account(s) to which GPS shall direct payments to Merchant, or (v) add other agencies, departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Merchant's use of any GPS services and equipment by specifying all such changes to GPS **in writing** (via letter, email, or facsimile). Any such changes will be subject to GPS acceptance and confirmation **in writing** and will require reasonable lead time to implement.

Merchant warrants that all service and equipment selections Merchant makes and the extension or termination of services with respect to Affiliated Agencies shall be in compliance with the laws and regulations applicable to Merchant's organization.

GovPayNet Basic

GovPayNet Basic is designed to be available 24 hours a day, 7 days a week, 365 days a year. GPS will provide Merchant with access, at Merchant's option, to "ProviewEXP," a secure website for transaction administration and review, report generation, and analysis. GPS will make available a reconciliation report to Merchant each day for all transactions completed the previous day. This report will also include any open transactions not previously approved.

Transactions may be completed by:

- Internet, using the www.govpaynow.com web site, or
- Telephone, accessing a Customer Service Representative ("CSR"), including bilingual (English and Spanish) CSRs, supported by a language line for additional translation services.

If Merchant has elected not to use CSR services, the service fees GPS provides to Merchant reflecting CSR support shall not apply.

GPS will forward electronically to Merchant's designated account(s) the funds for all approved transactions within two business days after transaction authorization, or will remit funds by check if Merchant so requests **in writing**.

GovPayNet Connect

GovPayNet Connect includes the same services as GovPayNet Basic, but provided in an integrated mode. For Merchants that select GovPayNet Connect, GovPayNet establishes an electronic data interface with Merchant's internal accounting, cashiering, and other management systems to exchange encrypted data. The interface is based on specifications Merchant and GovPayNet mutually develop. A Merchant using GovPayNet Connect may receive information from cardholders that is subject to Payment Card Industry Data Security Standards ("PCI DSS"). **GOVPAYNET ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO CARDHOLDER INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GOVPAYNET.**

GovPayNet GovSwipe

GovSwipe may be used for all payment types. GPS will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Merchant understands that GPS card readers are embedded with proprietary technology (“Firmware”). GPS grants Merchant a license to use such card readers and Firmware for the duration of the Agreement.

Merchant’s use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers, by shipment to a location Merchant designates. Or, at GPS’s option, Merchant will allow GPS and its designated representatives reasonable access to Merchant’s premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation. GPS is solely responsible for the maintenance of any card readers and shall supply Merchant with replacement card readers on Merchant’s request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Merchant to return card readers to GPS, at GPS’s expense and by such method as GPS specifies.

Merchant may increase or decrease the number of card readers deployed upon request **in writing** to and accepted **in writing** by GPS. GPS shall communicate any shipping and handling procedures and costs to Merchant prior to taking any requested action.

Card readers are designed to communicate cardholder data to GPS through Merchant’s computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for *GovSwipe* transaction processing and is enabled solely by Merchant’s computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. GPS shall not be held liable to Merchant for exposure of Merchant’s computers or networks to malicious software or hardware of any kind.

Visa Tax Program

If Merchant elects to participate in the Visa Tax Program, GPS shall submit Merchant as an enrollee in the program. Program participation is subject to Visa’s approval, verifications and related processes.



ATTACHMENT “B” – SERVICE FEE SCHEDULES

GPS Agree. No.: 4654 WI-Village of Richfield-MERCHANT, 2016Jun10

Service Fee Schedule for Property Tax Government Payments Program		
Credit Card Payments Made via Web or Gov\$wipe		Debit Card Payments Made via Web or Gov\$wipe
Payment Amount	Service Fee	1.15% <i>(all transactions)</i> \$1.00 minimum fee
\$0.01 - \$50.00	\$1.00	
\$50.01 - \$100.00	\$2.00	
\$100.01 - \$150.00	\$3.00	
\$150.01 and above	2.65%	
Additional Charges for Telephone-Assisted Payments to above Credit Card or Debit Card Payment Fees		
Call Center/Live Agent \$2.50 Additional		Integrated Voice Response (IVR) \$1.50 Additional

All Service Fees Are Nonrefundable



ATTACHMENT "C"

GPS Agree. No.: 4654 WI-Village of Richfield-MERCHANT, 2016Jun10

FUNDING SCHEDULE

In order to receive funds from Vantiv, Merchant must designate a bank account at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Merchant authorizes Vantiv to initiate electronic credit and debit entries and adjustments to this bank account in accordance with this funding schedule. Vantiv will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the PTOs or the bank. The proceeds payable to such bank account shall be equal to the amounts received by Vantiv in respect of Merchant's transactions less all chargebacks, customer refunds, reserves, fees, fines, and any other applicable charges. Such amounts will be paid into the account promptly following our receipt of the funds. If the proceeds payable to the account do not represent sufficient credits, or the bank account does not have a sufficient balance to pay amounts due from Merchant under this funding schedule, Vantiv may pursue one or more of the following options; (i) demand and receive immediate payment for such amounts; (ii) debit the bank account for the amount of the negative balance; (iii) withhold settlement payments to the account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to Vantiv of a sufficient amount to cover the negative balance; and (v) pursue any remedies Vantiv may have at law or in equity. Unless and until Vantiv receives written instructions from Merchant to the contrary, all amounts payable by Vantiv to Merchant will be deposited in the bank account designated and authorized by Merchant as set forth below:

Name of Bank:	BMO Harris Bank
ABA No.	071000288
Account No.	274-156-9
Account Name:	GPS
Reference:	Receipts



PARTICIPATION AGREEMENT

Participant:

Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

Government Payment Service, Inc. (“GPS”)
7102 Lakeview Parkway West Drive
Indianapolis, Indiana 46268
Phone: (866) 564-0169
Facsimile: (888) 665-4755
Email: accountservices@govpaynet.com

1. Services. The above Participant authorizes GPS to act on its behalf in processing credit, debit, and prepaid debit card transactions through the Visa, MasterCard, Discover, and American Express payment systems for the payment types specified in this Participation Agreement (“Agreement”). GPS shall provide Participant with training, documentation, and electronic and telephonic support at GPS’ expense. GPS shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization or by mailed check if Participant so indicates.

2. Term and Termination. This Agreement shall become effective upon the date of the latter signature to this Agreement and shall continue for five years, automatically renewing for additional one year periods. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days written notice to GPS; (ii) by GPS upon 30 days’ written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party’s material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

3. Fees. GPS shall not charge Participant for services. GPS shall collect all service fees from cardholders as its sole compensation. All service fees are non-refundable. GPS may modify service fees at its sole option, providing Participant with 30 days’ advance written notice. Service fees are as described in Attachment “A” to this Agreement.

4. Chargebacks. Participant shall have no liability for chargebacks. GPS shall be responsible for handling all transaction disputes associated with cardholders’ use of cards to make payments to Participant through GPS, for asserting any challenges to chargeback claims, and for any resulting chargeback liability. All payments will be considered no longer subject to chargeback 12 months after their authorization date.

5. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. GPS further warrants that during the performance of this Agreement, GPS (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with PCI DSS v3.0, requirement 12.9, will maintain proper security and responsibility for cardholder data while it is in GPS’s possession, all at GPS’ sole cost.

5.1. IF PARTICIPANT IS A BAIL BONDSMAN: Participant is duly licensed to provide its services in the jurisdiction(s) in which it operates and shall take all necessary actions to keep such license(s) current and in full force and effect. Participant, upon GPS request, shall provide GPS with current copies of such license(s). Participant shall only use GPS services for the collection of customer fees payable to Participant, not for the posting of cash sureties.

6. Indemnification and Disclaimers. GPS shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from GPS’ performance under this Agreement. **GPS ACCEPTS NO RESPONSIBILITY FOR SECURITY OF CARDHOLDER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GPS. GPS LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. GPS IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH GPS**

DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, GPS DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.

7. Independent Contractor. GPS shall provide all services to Participant as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

8. Taxes. GPS shall be responsible for the payment of all taxes legally imposed upon its services.

9. Notices. All notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to GovPayNet, note "Attention: Account Services"). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

9.1. FOR PURPOSES OF SERVICE CHANGES:

Participant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Participant's behalf (per the fees in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize GPS to accept additional types of payments, (ii) cancel the processing through GPS of any types of payments, (iii) modify the service or

equipment modes (from among Internet, telephone, Internet and telephone, *GovSwipe*[®], etc.), (iv) modify the account(s) to which GPS shall direct payments to Participant, or, if Participant is a government entity and using appropriate means, (v) add other agencies, departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any GPS services and equipment by specifying all such changes to GPS in writing. Any such changes will be subject to GPS acknowledgment and acceptance in writing. For purposes of this subsection only, "in writing" shall mean via letter, facsimile, or email (if to GovPayNet, to accountservices@govpaynet.com).

10. GovSwipe. GPS will provide Participants who select *GovSwipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Participant understands that GPS card readers are embedded with proprietary technology ("Firmware"). GPS grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at GPS's option, Participant will allow GPS and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *GovSwipe* are designed to communicate cardholder data to GPS through Participant's computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for transaction processing via *GovSwipe* and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and

networks secure and free from malicious software or hardware. GPS shall not be held liable to Participant for exposure of Participant’s computers or networks to malicious software or hardware of any kind. GPS is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant’s request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Participant to return card readers at GPS’s expense and by such method as GPS specifies.

11. Miscellaneous. There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state of Indiana.

VILLAGE OF RICHFIELD

Jim Healy
Village Administrator

Date

A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

12. Completeness and Execution. This Agreement is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and GPS provides prompt notice to Participant of such change(s). This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Agreement shall be deemed as valid as originals.

GOVERNMENT PAYMENT SERVICE, INC.

Mark E. MacKenzie
President & Chief Executive Officer

Date



ATTACHMENT “A” – SERVICE FEES
GPS Agree. No. 4653 WI-Village of Richfield, 2016Jun10

Service Fee Schedule for Administration & Civil Payments #2			
Payments Made via Internet (Web/Gov\$wipe®) Service Fee Schedule #110		Telephone-Assisted Payments (Call Center/Live Agent) Service Fee Schedule #111	
Transaction Range	Service Fee	Transaction Range	Service Fee
\$0.01 > \$50.00	\$1.50	\$0.01 > \$50.00	\$5.50
\$50.01 > \$75.00	\$1.75	\$50.01 > \$75.00	\$5.75
\$75.01 > \$100.00	\$3.00	\$75.01 > \$100.00	\$7.00
\$100.01 > \$150.00	\$4.00	\$100.01 > \$150.00	\$8.00
\$150.01 > \$200.00	\$6.00	\$150.01 > \$200.00	\$10.00
<i>For each additional increment of \$50.00, or portion thereof, add \$1.50.</i>		<i>For each additional increment of \$50.00, or portion thereof, add \$1.50.</i>	

All Service Fees Are Non-Refundable



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Will be
forthcoming

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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7d

MEETING DATE: July 21, 2016

SUBJECT: Sonseeahray Homeowners Association (SHOA) Use of Village ROW

DATE SUBMITTED: July 15, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTIONS:

DOES THE VILLAGE BOARD WISH TO AUTHORIZE THE VILLAGE PRESIDENT, ADMINISTRATOR AND ATTORNEY TO SIGN AN AGREEMENT WITH THE SONSEEAHRAY HOMEOWNERS ASSOCIATION FOR THE EXCLUSIVE USE OF RIGHT-OF-WAY TO LITTLE FRIESS LAKE?

ISSUE SUMMARY:

The Sonseeahray Subdivision was platted in the Town of Richfield in 1977. At the time, there was no direct physical access to Little Friess Lake. As a part of the original plat, Outlot 2 (highlighted in GREEN in Attachment 4) was dedicated as public access for a "Town Park", with the intention to remain as greenspace access to the lake. The general topography of this area do not lend itself to "park activities". Nevertheless, this dedication was made pursuant to Section 236.16(3) of Wisconsin State Statutes requiring public access for all subdivisions abutting a navigable lake.

A policy decision was then made by the Town of Richfield to "lease back" the area to the SHOA for their "exclusive use". The subject property was still subject to the zoning rules and regulations in place at the time and was conveyed to SHOA, with consideration, for the amount of \$1.00. The SHOA agreed to hold the Town harmless from any claim, cause of action or damages arising out of the use of this land which may be made by any person, corporation, partnership or other legal entity. SHOA also agreed to purchase a public liability policy in the amount of \$100,000 naming the Town of Richfield as an additional insured. By doing so, the Town of Richfield allowed SHOA to make various "improvements" to the subject land and ultimately, SHOA would be responsible for the maintenance during the term of the lease.

Unfortunately, the term of the original lease, attached herein, was for 10 years. So for the last ~30 years, the SHOA and presumably the Village (and Town) have operated independently, without agreement, leaving question as to who is responsible for maintenance now that the original stairway has fallen into a state of disrepair (see Attachment 7). As it stands right now, Staff is of the considered opinion that the Village would be responsible for any necessary or required maintenance to the property.

Upon receiving notification from the SHOA regarding the deterioration of the pathway down to the lake being in less than a desirable condition, Staff worked quickly to post the access point with a "Do Not Enter" sign to mitigate any potential for liability exposure while the situation was being researched by both the SHOA and the Village Staff. Although there was considerable debate by SHOA and the Village as to who 'owned' the land, it was ultimately determined by Village Staff that this was indeed still considered public right-of-way and it had never been formally conveyed to the SHOA as it was previously assumed.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7d

MEETING DATE: July 21, 2016

SUBJECT: Sonseeahray Homeowners Association (SHOA) Use of Village ROW
DATE SUBMITTED: July 15, 2016
SUBMITTED BY: Jim Healy, Village Administrator

On March 16, 2016, the Village received a letter from the SHOA President, Mr. Richard Binder that on behalf of the majority of the membership of SHOA, they were “formally requesting that the Village of Richfield begin appropriate actions to allow SHOA to utilize Out Lot 2” to gain access to their dock on Out Lot 1 abutting the lake. They desired for the Village to remove the “Do Not Enter” sign and allow them to reconstruct the stairs leading down to the lake for the purpose of safe passage. They also desired to build a non-permanent boardwalk on a portion of our Outlot to connect to Outlot 1. While this in an administrative staff reviewed process, we wanted to bring it to the attention of the Board. Working in concert with the Village Attorney, Staff was able to receive a “sample” agreement which was drafted by him between the Town of Summit and another homeowner’s association in a similar situation.

Normally, Village Staff would be hesitant to recommend the allow the “exclusive” use of a property to access a body of land governed by the State, but in this instance, the Village already has a public boat launch (Wild Marsh Landing) which provides physical access in a safe and controlled environment. After reviewing the proposed agreement and forwarding the agreement to the SHOA, we have no constructive improvements we believe we can offer to secure the Village from unnecessary liability exposure. Particulars of the lease such as the term of the agreement, cost, liability coverage, professional fees, etc. would need to be addressed by the Board tonight if you were of the opinion the land should be allowed to be used exclusively by SHOA.

Lastly, although not up for consideration tonight, the SHOA would like to explore options with the Village to permanently vacate the right-of-way under the procedure set forth in Section 236.43. “Parks of the plat dedicated to and accepted for public use may be vacated on application to the Circuit Court provided (1) the plat was recorded more than 40 years previous, (2) during the dedication, the public way was not improved as a public way, (3) the public way is not necessary to reach other platted property (ie: landlocking), (4) and all owners of the land in the plat join in the application.” Therefore, if the Board was of a mind to, come March of 2017, a process could be explored to vacate the land once and for all.

FISCAL IMPACT:

REVIEWED BY: _____
Village Deputy Treasurer

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



VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

7d

MEETING DATE: July 21, 2016

SUBJECT: Sonseeahray Homeowners Association (SHOA) Use of Village ROW

DATE SUBMITTED: July 15, 2016

SUBMITTED BY: Jim Healy, Village Administrator

ATTACHMENTS:

1. Letter dated June 22, 2016 from Attorney Matthew Jelenchick on behalf of SHOA
2. Agreement between the Town of Summit and the Nemahbin Advancement Association
3. Letter dated March 16, 2016 from SHOA President Richard Binder
4. Plat of Sonseeahray Subdivision
5. 1977 Lease Agreement between SHOA and Town of Richfield
6. Letter dated September 13, 1984 from Attorney Paul Lohmann
7. Pictures of Outlot 2 "public access"

STAFF RECOMMENDATION:

Motion to authorize the Village President, Village Administrator and Village Attorney to work collaboratively on an agreement to grant a privilege for private use of dedicated right-of-way and prescribing conditions of use with the Sonseeahray Homeowners Association pursuant to the following terms and conditions:

- 1) The term of the agreement shall be for ____ years.
- 2) All professional fees incurred as a part of this process be paid, in advance, by SHOA and all monies not utilized shall be returned to SHOA forthwith.
- 3) The amount of to be charged to SHOA for the use of the land shall be \$_____.
- 4) Liability coverage in an amount deemed to be acceptable to Trustee Voss and the Village Attorney, along with the Village of Richfield being named an "Additional Insured".

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



Village Staff Member



Village Administrator

Resolution No. _____
 Ordinance No. _____
 Approved _____
 Other _____

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

Niebler, Pyzyk, Roth & Carrig LLP

ATTORNEYS AT LAW

John H. Niebler
Joseph C. Niebler, Sr.
Robert G. Pyzyk
Robert W. Roth
James J. Carrig
Don J. Parker

Joseph C. Niebler, Jr.
Matthew R. Jelenchick
James B. Hanley
Scott F. Brown
James P. Riebe

Matthew R. Jelenchick
mjelenchick@nprclaw.com

Chester J. Niebler (1915-1994)



June 22, 2016

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

RE: Vacation of Public Dedication of Outlot 2 of Sonseeahray Subdivision

Dear Mr. Healy:

I represent Sonseeahray Homeowner's Association, Inc. for the Sonseeahray Subdivision originally platted in the Town (now Village) of Richfield. As part of the original plat recorded in March, 1977, Outlot 2 (66 feet wide swath connecting Sonseeahray Drive to Little Freiss Lake) was dedicated as "Public Access" for a "Town Park." This dedication presumably was made pursuant to Section 236.16(3) of the Wisconsin Statutes requiring public access for all subdivisions abutting a navigable lake. Upon approval of the plat, the Town also leased back Outlot 2 to the Association for a period of 10 years in compliance with Section 236.29(3) of the Wisconsin Statutes for park maintenance and improvements exclusively for the residents of the Sonseeahray Subdivision. That lease expired in 1987 and over the last 30 years, the existing stairs on Outlot 2 have fallen into disrepair, and access is now prohibited by the Village.

The Association would like to make necessary improvements to assure safe access through Outlot 2 to the lake for its residents. To maintain such access, the Association requests the Village to vacate the public dedication of Outlot 2 under the procedure set forth in Section 236.43 of the Wisconsin Statutes. Parts of the plat dedicated to and accepted for public use may be vacated on application to the Circuit Court provided (1) the plat was recorded more than 40 years previous, (2) during the dedication, the public way was not improved as a public way, (3) the public way is not necessary to reach other platted property, and (4) all owners of the land in the plat join in the application. Given the plat was recorded in March 1977, this procedure is not available until after March 2017. Wis. Stats. Sec. 236.43(1). Alternatively, if the dedication was as a public park, the same statute allows vacation without satisfying the above conditions (including 40 year timeline). Wis. Stats. Sec. 236.43(3). Regardless, after March 2017, the Association believes all statutory conditions to apply to the Court to vacate the public dedication will be met, as (1) 40 years will have passed since the recording of the plat, (2) the Town and

Over 70 Years Commitment to Service

June 22, 2016

Page 2

Village have not made any improvements to Outlot 2 as a public way, (3) upon vacation, Outlot 2 will become attached to Outlot 1 with the same restrictions, and therefore, will not be necessary to reach other platted property (Outlot 1 principally) and (4) the Sonseeahray owners will be supportive of the application.

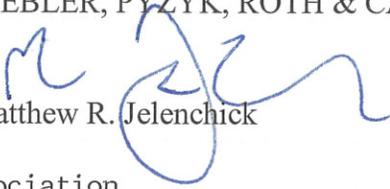
In the meantime, the Village has raised some question as to whether Outlot 2 would revert to the adjoining property owners after the dedication is vacated. While usually, due to practical circumstances, the vacated area reverts back to the abutting land owners, the reversion statute provides that the land to the public dedication thereafter vacated reverts back to its original title ownership if it can be ascertained. Wis. Stats. Sec. 66.1005(1). This typically will be the abutting property owners, however, in this instance, the public dedication is of an Outlot in the Sonseeahray subdivision (not originally part of the neighboring lots which were platted at the same time). Also, the reversion statute may not apply given Chapter 236 provides the exclusive method of vacating the public dedication. According to the plat, in the event the dedication is vacated, Outlot 2 would revert and attach to Outlot 1, and be subject to the same restrictions as Outlot 1.

The Association would like to secure access to Outlot 2 before next year, and the Village has suggested a year-to-year lease to the Association (or the subdivision residents). The Association is in favor of entering into the lease, provided the access is exclusive for Sonseeahray residents, that any improvements undertaken by the Association remain the property of the Association, and the Village agrees to cooperate and support the eventual vacation of the public dedication of Outlot 2. The Association proposes these lease terms since the Association plans to make improvements exclusively for its residents (and not as a public way), and does not want to jeopardize the necessary statutory requirements for vacation including no improvement (as a public way). The Association is willing to work with the Village and its counsel to advance the Association's request in the most efficient manner for the Village.

The Association thanks you for the consideration of the request to find a solution that will allow use and enjoyment of Outlot 2 by Sonseeahray subdivision. The use and enjoyment has been restricted due to the condition of the stairs, and now is prohibited by the Village. Allowing the Subdivision to make the necessary improvements under an exclusive lease, and later vacating the public dedication, will enhance access for those most impacted. It will also assure this area is kept safe for future generations, without any further oversight, liability or maintenance by the Village.

Very truly yours,

NIEBLER, PYZYK, ROTH & CARRIG LLP


Matthew R. Jelenchick

MRJ\glr

cc: Rick Binder, Sonseeahray Association

TOWN OF SUMMIT
GRANTING A PRIVILEGE FOR PRIVATE USE OF DEDICATED RIGHT OF WAY AND
PRESCRIBING CONDITIONS OF USE

WHEREAS, an application has been received from the Nemahbin Advancement Association (hereinafter "Association") for use of a right of way dedicated to the public for use as access to Lower Nemahbin Lake; and

WHEREAS, the dedicated right of way was created by virtue of the recording of the Breezeland on Lower Nemahbin Lake subdivision plat as is depicted more particularly on Exhibit A which is appended hereto and incorporated herein by reference; and

WHEREAS, the Association has for many years used the right of way for purpose of accessing Lower Nemahbin lake, and for the purpose of installing a boat pier for use of the Association members; and

WHEREAS, the Town of Summit ("Town") and the Association, by approval of this grant of privilege, intend to identify the rights, responsibilities and obligations of the Town and the Association, and to establish a privilege authorizing the Association to use the right of way for means of access to Lower Nemahbin Lake, and for the purpose of installing a boat pier;

NOW THEREFORE, it is hereby ordered and agreed as follows:

(1) Privilege for Private Use of Town Right of Way. Commencing upon the date hereof, pursuant to Wisconsin Statutes Section 66.0425 and other laws, a conditional privilege for private, but not exclusive, use of Town Right of Way is hereby granted. The conditional privilege shall continue in existence only so long as the Privileged Area is operated in compliance with this Order. This conditional privilege is subject to initial and continued compliance with each and every one of the conditions, restrictions and limitations described herein. (This Order granting a privilege for private use of Town right of way, in its entirety, is referenced herein as the "Privilege" or as "this Order".)

(2) Privileged Area. This Privilege is limited to the dedicated right of way as depicted on the Breezeland on Lower Nemahbin Lake subdivision plat, which right of way is located between lots 17 and 18 of the subdivision plat, all of which is depicted more particularly on Exhibit A, which is appended hereto and incorporated herein by reference. (Such right of way located between lots 17 and 18 is referred to herein as the "Privileged Area.")

(3) Limitations on Use of Privileged Area. The Association and its members shall have the use of the Privileged Area for the purpose of accessing Lower Nemahbin Lake, and for the purpose of placing a pier in the waters of Lower Nemahbin Lake. Such pier shall be in substantial conformance with the pier which the Association has installed in the Privileged Area previously, the pier being 64 feet in length, and including eight 10 foot side extensions. In addition, and not to the exclusion or limitation of such other requirements as may apply, the use of the Privileged Area shall be subject to the following requirements:

(a) Grass and open areas shall be mowed to maintain a height not to exceed 4" unless designated on a plan submitted by the Association and approved by the Town of Summit Manager/Planner as a natural area.

(b) Open areas shall be kept free and clear of trash, paper and other debris.

(c) Trees and shrubbery shall be trimmed and maintained on a regular schedule to ensure that they are kept in a neat and healthy and attractive condition. Dead trees and shrubbery shall be replaced with substantially the same trees and shrubbery.

(d) The Association shall maintain, in a good state of repair, the stairs previously installed by the Association.

(e) The Association intends to make application for registration of the pier in accordance with the provisions of Chapter 30, Wisconsin Statutes. Until such time as the application has been submitted to and approved by the Department of Natural Resources, the Association agrees to limit overnight moorings to not more than two boats. All costs and expenses associated with application and processing of the pier registration shall be the responsibility of the Association, including the reimbursement of all all costs and expenses of any type that the Town incurs in connection with this application, including the cost of professional services incurred by the Town (including engineering, legal, planning and other consulting fees), as additionally described in paragraph 24, below. The Town Board of the Town of Summit ("Town Board") shall cooperate with the Association in order to facilitate the registration process, including signing of any necessary documents or other authorizations required by the Department of Natural Resources in order to accept, evaluate and act upon the registration request.

(4) Hold Harmless and Indemnification.

(a) As partial consideration for the Town's entry into this Privilege, Association covenants to indemnify and save harmless and agree to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed against the Town, its officers, employees, independent contractors, and agents arising out of this Privilege by any party or parties.

(b) The parties to this Privilege expressly agree that the forgoing indemnification is intended to be as broad and inclusive as is privileged by the laws of the State of Wisconsin and that if any portion thereof is held invalid, it is expressly agreed that the balance of said indemnification and hold harmless agreement shall continue in legal force and effect.

(c) This indemnification does not constitute a waiver of any of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability.

(5) Insurance. At all times during the term of this Privilege, Association shall keep in force and effect Commercial and General Liability Insurance as outlined below by a company authorized to do business in the State of Wisconsin and A.M. Best "A" rated or better and Class VII size or larger. Such insurance shall be primary. Prior to this Privilege taking effect, the

Association shall furnish the Town with a Certificate of Insurance. The Certificate of Insurance shall be submitted to the Town of Summit Town Attorney for approval as to the form, and shall be subject to the approval of the Town Attorney. The Town will be given 30 days advance notice by the insurance company of cancellation or non-renewal of the insurance during the term of this Privilege, and notice of insurance renewals shall be provided to the Town Manager/Planner no later than March 15 of each year. The Town, its boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insured") shall be named as additional insureds under all the policies, which shall be so stated on the Certificate of Insurance. The Commercial General Liability Policy shall be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage and coverage from property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability shall be subject to the approval of the Town Board and may need to increase during the term of this Privilege in order to continue to adequately protect the parties as circumstances change over time. At the commencement of this Privilege, the policy limits shall not be less than \$1,000,000 general aggregate \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.

(6) No Limitation on Town's Rights to ROW. Nothing in this Privilege shall be interpreted to limit the Town Board's right to exercise its full lawful authority as described in the United States, State of Wisconsin, Waukesha County, or Town of Summit statutes, codes, ordinances, rules or orders. The Town Board has the right to terminate the Privilege with or without cause upon resolution adopted by the Town Board.

(7) Additional Improvements. Except as to the requirement to maintain the stairs located on the property, no other improvements to the Privileged Area shall be made by the Association without the prior written approval of the Town Board.

(8) Governing Law. This Privilege shall be governed in all respects by and in accordance with the laws of the State of Wisconsin.

(9) Laws. The Association shall comply with all federal, State and local rules, codes, ordinances and regulations in the operation and maintenance of the Privileged Area to the extent that the same, by their terms, are applicable to the Privileged Area.

(10) Covenant to Run with the Land. This Privilege shall be construed as a covenant running with the land and shall be binding upon the Association.

(11) Outside Storage. There shall be no outside storage within the Privileged Area.

(12) Privilege Fees. In consideration of the special privileges granted to the Association herein for private use of the Privileged Area, the Association shall pay an annual fee to the Town in the amount of \$1. Such payment must be made no later than January 31st of each year during the term of this Privilege.

(13) Reservation of Rights and Restoration Costs. The Town reserves the right to perform any and all utility and highway or other public works projects within the Privileged Area as the Town Manager/Planner deems to be necessary or appropriate. Such work may damage or

destroy or require removal of the improvements within the Privileged Area or abutting public waters. The Association shall be solely responsible for any costs associated with removal of such improvements.

(14) Release, and No Town Improvement Obligation. Association hereby releases the Town from any liability, claims, costs, damages, expenses, demands, lawsuits or disputes arising in any way from their improvements which will be located in the Town right-of-way which is described in Exhibit A (the "ROW") and in any way associated with the pier or any other facilities or improvements related to this Privilege that are located within the waters abutting the ROW. The Town shall have no obligation to design, construct, repair, maintain, replace, plow, sand, salt, or otherwise perform any work within the Privileged Area or within the abutting waters.

(15) Reservation of Assessment Rights. Nothing in this Privilege shall be interpreted to limit in any way the Town's right to improve the ROW for public street or public works purposes and to assess the cost(s) of such improvement against any benefitted properties as authorized under the laws of the State of Wisconsin.

(16) Termination by the Association. In the event the Town Board exercises its right to improve the ROW in a manner that overtly conflicts with this Privilege by requiring removal of the improvements allowed herein, this Privilege may be terminated by the Association, except as to those provisions which survive the termination as described herein.

(17) Removal Obligation. Association shall remove any improvements or structures within the ROW and the waters abutting the ROW within the time set forth in any written notice from the Town of the Town Board's election to use the ROW for any public street or public works purpose, without regard to whether such improvements were placed before or after the date of this Privilege. In the event Association fails to remove any improvement(s) from the ROW or the abutting waters within the time set forth within any notice from the Town, the Town shall have the ability, but not the obligation to remove all such improvement(s) from the ROW and abutting waters, and shall then have the authority to charge the Association for any costs incurred by the Town in doing so. If not paid by the Association, such costs may be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid within the period fixed by the Town, Association agrees that the charges shall become a lien upon any and all property owned by the Association, wherever located, as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax as provided in Section 66.0627, Wis. Stats., and for this purpose the Association irrevocably agrees that its property, wherever located, is benefitted by the terms and conditions of this Privilege, including but not limited to the benefits described in this paragraph 17 and in paragraph 19.

(18) Waiver. Association acknowledges and agrees that it shall not be entitled to any reimbursement from the Town for any sign or landscaping or other related or unrelated improvements removed by the Town from the ROW or abutting waters or for lost profits as a result of the Town Board's exercise of the Town's rights at any time to utilize the ROW or abutting waters for street or public works or other Town purposes.

(19) Order For Compliance. In addition to such other penalties and remedies as may be available to the Town, in the event that the Association fails to maintain the ROW or improvements within the Privileged Areas or the waters abutting the ROW, the Town may give written notice of such failure to the Association. The notice shall describe the failure in detail. The

Association shall have thirty days after receipt of the notice to cure the failure, or such longer period of time as the Town Board may reasonably require, or such shorter time as may be necessary due to an emergency condition as may be specified in the notice. If the Association fails to cure the defect within the time required by the notice, or within a reasonable extension which may be agreed upon by the Town Board, the Town shall have the right but not the obligation to cure the defect using its own employees and equipment or to retain an independent contractor to cure the defect. The Town shall keep accurate records of all expenses incurred by it in curing the failure. When a cure is done by the Town itself, the expenses of the cure shall include the wages of all Town employees providing services for the cure, the cost of all materials used, a reasonable charge for the use of equipment owned by the Town, plus a charge for the actual employee benefit expenses attributed to the cure as reasonably computed by the Town plus the actual cost the Town may incur for the assistance of independent contractors, including legal and engineering assistance. When a cure is done by independent contractors, the expense of the cure shall include all actual costs that the Town incurs that is attributable to the cure, including all engineering and legal work. The Town shall invoice the Association for all such expenses. The Association shall pay the invoice in full not later than ten days following receipt of the invoice. If the Association does not pay the invoice within ten days the Town shall have the right to place the charge on the tax roll of lots owned by the Association as provided in paragraph 17, above.

(20) Association Shall Remain in Good Standing. As a condition precedent to the issuance of the Privilege, and prior to this Privilege taking effect, the Association shall file with the Town a certificate of good standing provided by the State of Wisconsin, certifying that the Association is a corporation in good standing in the State of Wisconsin. Annually, not later than April 1st of each year, the Association shall file a similar certificate of good standing, and in the event the Association fails to file the certificate of good standing, the Town Board may, upon 30 days notice to the Association, terminate this Privilege Agreement.

(21) Other Uses Prohibited. 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 Town of Summit Plan Commission for determination.

(22) No Changes Without Amendment. Any change, addition, modification, alteration and/or amendment of any aspect of this Privilege, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises, structures, or lands, other than as specifically authorized herein, shall require a new Privilege and all procedures in place at the time must be followed.

(23) Term. This Privilege shall be effective for a period of one (1) year beginning as of the date of approval by the Town Board, as reflected in this Agreement. Upon termination of the initial term of this privilege, the privilege shall renew for successive one (1) year terms unless the Town notifies the Association, in writing, at least ninety (90) days prior to the expiration of the Privilege term that the Privilege will not be renewed. Section 4 (Hold Harmless and Indemnification) and Section 5 (Insurance) of this Privilege shall survive the termination of this Privilege, regardless of the manner of termination. The term described in this Section 23 shall not be interpreted to limit the termination provisions described elsewhere within this Privilege.

(24) Payment and reimbursement of fees and expenses. This Privilege is subject to the Association paying all costs, assessments and charges due and owing to the Town,

including, but not limited to, real estate taxes, personal property taxes, utility bills, special assessments, permit fees and professional fees and expenses incurred from and after the effective date of this Agreement which are associated with the Association's registration of the pier as provided in paragraph (3)(e) of this Agreement. In addition, the Association shall reimburse the Town for all professional costs and expenses, including engineering, legal and other consulting fees, associated with any action taken by the Town Board to enforce the conditions of this Privilege due to a violation of the Privilege by the Association.

(25) Miscellaneous Provisions.

(a) This Privilege is the complete and entire agreement of the parties with respect to the matters covered by this Privilege, and it shall supersede all prior agreements to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Privilege shall be binding or effective unless they are included herein. This Privilege may be introduced into evidence by any party without objection in any action to enforce the terms of this Privilege. No modification of this Privilege shall be binding unless in writing and signed by Association and Town.

(b) The Parties acknowledge and represent that this Privilege is the subject of negotiation by all parties and that all parties together shall be construed to be the drafter hereof and this Privilege shall not be construed against any party individually as drafter.

(c) Nothing in this Privilege shall be construed to create an employer/employee relationship, joint employer, a joint venture or partnership relationship, or a principal/agent relationship.

(d) No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this Privilege 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 Waukesha, 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 Privileged Area above described in any specific respects described herein. This Privilege shall not be deemed to constitute a building permit, occupancy permit, conditional use permit, electrical permit, plumbing permit, or any other permit that may be required by Village ordinance or other applicable law. To the extent that the Association's existing or proposed uses require the approval of any other governmental entity, including but not limited to the State of Wisconsin or any of its departments or agencies, including but not limited to the Department of Natural Resources, or Waukesha County or any of its departments or agencies, the Association is solely responsible to obtain such governmental approvals and permits as may be required.

(e) Should any paragraph or phrase of this Privilege 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 Privilege and the remainder shall continue in full force and effect. If such determination effectively terminates the rights granted to the Association by this Privilege, the rights of the Town described in paragraphs 4 (hold harmless and indemnification), 5 (insurance), 17 (removal obligation) and 19 (order for compliance) shall survive, at a minimum, and be enforceable for purposes of orderly termination the Privilege unless specifically ruled otherwise in such determination.

APPROVAL

Approved this _____ day of _____, 2009.

TOWN OF SUMMIT

By: _____
Leonard Susa, Town Chairman

Attest

Debra Schueler, Town Clerk]

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2009, the above-named Leonard Susa, Town Chair of the Town of Summit, and Debra Schueler, Town Clerk of the Town of Summit, to me known to be the person(s) who executed the foregoing instrument on behalf of the Town of Summit and acknowledged the same.

Notary Public, Waukesha County, WI
Commission expires:

ACCEPTANCE

NEMAHBIN ADVANCEMENT ASSOCIATION

James Breen, Authorized Signator

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 2009, the above-named James Breen, authorized signator for Nemahbin Advancement Association, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Waukesha County, WI
Commission expires:

C:\MyFiles\Summit\Breezeland\Nemahbin agreement.03-06-09.docx

Sonseeahray Homeowners Association

March 16, 2016

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

Dear Mr. Healy:

Thank you for your recent assistance regarding Out Lot 2 of the Sonseeahray Subdivision. As you know, there is an apparent discrepancy in records at the Washington County Register of Deeds Office related to ownership of Out Lot 2, which includes the stairs leading down from Sonseeahray Drive to Little Friess Lake. A Quit Claim Deed filed in 1985 implies that Sonseeahray Homeowners Association (SHOA) is the owner. However, the registered plat map for Sonseeahray Subdivision and subsequent Village of Richfield maps list the property as "Public Access". Based on further research by you, our membership, and the Washington County Real Property Lister, all have concluded that the Village of Richfield owns Out Lot 2.

The stairway on Out Lot 2 is in need of maintenance (i.e. replacement/repair of rotting railroad tie steps). In addition, we would like to construct a boardwalk on a wetland portion of Out Lot 2 in order to gain access to our dock on Out Lot 1. The boardwalk would be built in compliance with Wisconsin Department of Natural Resources requirements. Our previous path, which was located on private property, is no longer available.

We understand the Village of Richfield is open to providing appropriate actions (e.g. vacating the property, lease agreement, etc.) such that SHOA can construct and maintain these features on Out Lot 2 in order to provide access to Out Lot 1.

On behalf of the majority of the membership of SHOA, I am formally requesting that the Village of Richfield begin appropriate actions to allow SHOA to utilize Out Lot 2 for the purposes described above including replacement/repair of the railroad tie steps and construction of a boardwalk in the wetland area.

Please contact me at your earliest convenience to discuss.

Sincerely,

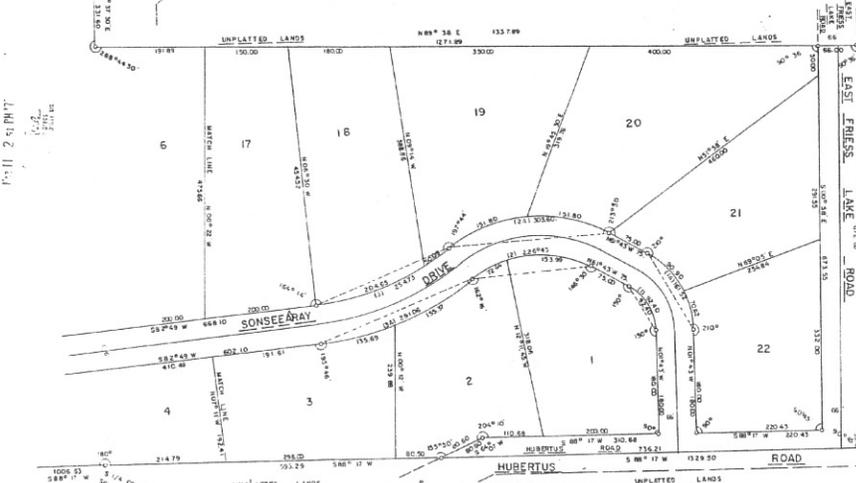
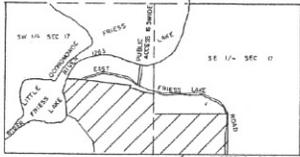
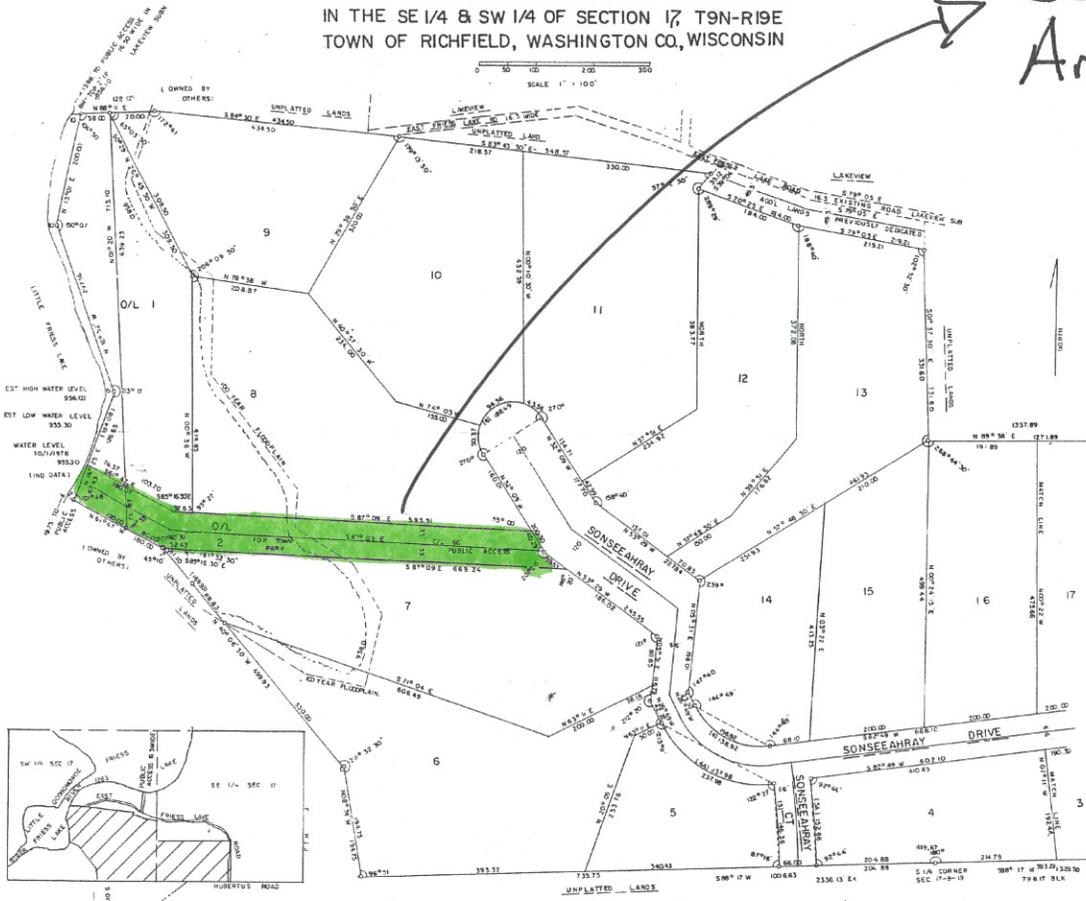


Richard J. Binder
President
4668 Sonseeahray Drive
Hubertus, WI 53033
262-643-9010
rick.binder@stantec.com

SONSEEAHRY
 IN THE SE 1/4 & SW 1/4 OF SECTION 17, T9N-R19E
 TOWN OF RICHFIELD, WASHINGTON CO., WISCONSIN

SCALE 1" = 100'

Subject Area



Reference meridian is the East line of the S. E. 1/4 of Section 17. This is an assumed bearing of N. 01° 02' 4".

* Denotes 2" x 30" iron pipe 1.65 lbs/lin. ft. 1" x 24" iron pipe at all other lot corners, 1.17 lbs/lin. ft.

All measurements made to the nearest hundredth of a foot. All bearings made to the nearest second.

O/L 1 is a private concourse. The construction of buildings for human habitation, and the installation of soil absorption systems for septic tank effluent disposal is prohibited.

The 100 year floodplain limits was delineated by the Southeastern Wisconsin Regional Planning Commission. This line averages 6' above high above high water levels.

Lots 6 - 17, Inc., have pre-planned disposal sites, well and home sites.

O/L 2 is a public access. In the event said public access is vacated, it shall become a private concourse with the same restrictions as O/L 1 and become attached to O/L 1.

Revised this 23 day of Dec., 1976. Revised this 26 day of Jan., 1977. Revised this 26 day of February, 1977.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), W. Stats. and P. 65 of the Wisconsin Code as amended by Act 226 of the 1976 State Legislature.

Dated this 26th day of February, 1977.

James A. James
 Director, Community Development
 Department of Local Affairs & Development



384504
 Map Book 20
 Page 18

384505

REC-7 635 PAGE 303

RECEIVED
OFFICE OF DEEDS
OF WISCONSIN
MILWAUKEE, WIS.

MAR 11 2 51 PM '77

RECORDED

LEASE

THIS INDENTURE, made this 10th day of March, 1977,
by and between the Town of Richfield, a political subdivision of the State of
Wisconsin, hereinafter referred to as "Landlord" and Sonseeahray Homeowners
Association, Inc., hereinafter referred to as "Tenant",

WITNESSETH:

ARTICLE ONE

Section 1.01: The Landlord, for and in consideration of the rents
hereinafter reserved and the covenants and agreements hereinafter contained
on the part of the Tenant to be kept, performed and fulfilled, has demised
and leased and by these presents does demise and lease unto the said Tenant,
its successors and assigns, the premises depicted as "Town Park" in Sonseeahray,
a subdivision in the Southeast One Quarter (1/4) and the Southwest One Quarter
(1/4) of Section 17, Town 9 North - Range 19 East in the Town of Richfield,
Washington County, Wisconsin, said leased premises more particularly described
on Exhibit "A" attached hereto and made a part hereof by incorporation. All of
the aforesaid property hereinabove mentioned is sometimes hereinafter referred
to as the "demised premises".

Section 1.02: The demised premises shall be used exclusively for
park, maintenance and improvement purposes for the residents of Sonseeahray
Subdivision.

ARTICLE TWO

This Lease for the demised premises is subject to the following:

Section 2.01: Municipal and zoning ordinances regulating and
restricting the use and building of said premises.

Return:
Keller Design
Builders, Inc.
649 Ridge Wood Lane
Shelburne, 55033

✓
6
b

Section 2.02: Recorded easements, restrictions, and grants, if any.

Section 2.03: Licenses and permits which may affect the demised premises.

ARTICLE THREE

Section 3.01: In consideration of the leasing aforesaid, said Tenant hereby covenants and agrees to pay rent for the demised premises the total sum of one dollar, which amount shall be paid at the time of the signing of this lease.

ARTICLE FOUR

Section 4.01: The Tenant specifically agrees that the use and enjoyment of the demised premises shall be limited to the residents of Sonseeahray Subdivision.

ARTICLE FIVE

Section 5.01: The term of this lease shall be for ten (10) years, commencing on the date that this Lease is executed.

ARTICLE SIX

Section 6.01: The Tenant agrees to hold the Landlord harmless from any claim, cause of action, or damages arising out of the use of this land and which may be made by any person, corporation, partnership, or other legal entity.

Section 6.02: The Tenant agrees to purchase a public liability policy in the amount of \$100,000, naming the Town of Richfield as an additional insured and as Landlord, pursuant to the terms of this Lease. The Tenant is to furnish the town clerk for the Town of Richfield a certificate of insurance in compliance with this section.

ARTICLE SEVEN

Section 7.01: The Tenant shall improve and maintain the demised premises and it is specifically agreed that the Landlord will not be responsible for any improvement or maintenance during the term of this Lease.

ARTICLE EIGHT

Section 8.01: Both parties acknowledge that this Lease is entered into in order to comply with Section 236.29(3) of the Wisconsin Statutes. Both parties further acknowledge that the Landlord has not improved any portion of the demised premises, nor has any public funds been expended therefore by the Landlord.

Dated this 10th day of March, 1977.

TOWN OF RICHFIELD, A POLITICAL SUBDIVISION

By: *Richard H. Jolly*
Town Board Chairman

By: *Deanna Blumette*
Town Clerk

SONSEEHRAY HOMEOWNERS ASSOCIATION, INC.

By: *Donald Volter*
President

By: *James S. Hight*
Secretary

STATE OF WISCONSIN }
MILWAUKEE COUNTY } SS

On the 10th day of March, 1977, before me,
Adolph LaBy, Town Chairman of the Town of Richfield,
and Jean^M Clavette, Town Clerk of the Town of Richfield,
personally appeared, known to me to be the persons whose names are subscribed
to the within instrument and acknowledged that they executed the same for
the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal:

[Signature]
Notary Public, State of Wisconsin
My Commission: renewal



384505

REC. 635 PAGE 307

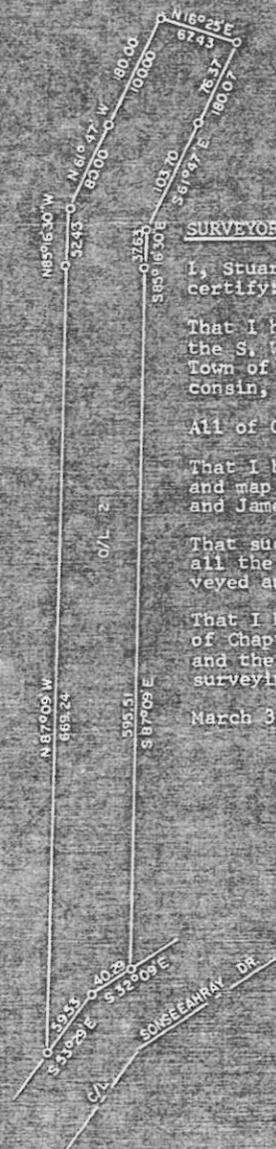
Signatures of Gerald A. Keller, President, Sonseeahray Homeowners
Association, Inc., and James L. Hilgart, Secretary, Sonseeahray Homeowners
Association, Inc., authenticated this 10th day of March, 1977.



John A. Florenza
Member of the State Bar of Wisconsin
Authorized under Section 706.06 viz.

Exhibit A
Part of the S, W, 1/4 of Section 17, T9N - R19E,
Town of Richfield, Washington County, Wisconsin

° Denotes 1" x 24" iron pipe
1.13 lbs/lin, ft, or larger.



SCALE 1" = 100'

SURVEYOR'S CERTIFICATE

I, Stuart Hildebrand, surveyor, do hereby certify:

That I have surveyed and mapped a part of the S, W, 1/4 of Section 17, T9N - R19E, Town of Richfield, Washington County, Wisconsin, bounded and described as follows:

All of Out Lot 2, Sonseeahray.

That I have made this survey, land division and map by the direction of Gerald A. Keller and James L. Hilgart, owners of said land.

That such map is a correct representation of all the 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 ordinances of the Town of Richfield in surveying, dividing and mapping the same.

March 3, 1977

Stuart Hildebrand
Stuart Hildebrand S-49



FIorenza & HODAN, S.C.

ATTORNEYS AT LAW

DOMINIC S. AMATO
AARON BELONGIA
JOHN W. CLEARY
FRANK W. DOSTER
CLARE L. FIORENZA
JOHN A. FIORENZA
COURT COMMISSIONER
THEODORE J. HODAN
COURT COMMISSIONER
PAUL M. LOHMANN
ROBERT J. MISEY
DAVID B. STEARNS
LAWRENCE G. WICKERT

GREAT AMERICAN BUILDING
5960 WEST BROWN DEER ROAD
MILWAUKEE, WISCONSIN 53223-2382

TELEPHONE
414/355-3600

OF COUNSEL
VERNON ERBSTOESZER
ROBERT L. JACKSON, JR.

September 13, 1984

Mr. Robert D. Falconer, President
Sonseeahray Homeowner's Association, Inc.
4727 Sonseeahray Drive
Hubertus, WI 53033

RE: Outlots 1 and 2 of the Sonseeahray Subdivision

Dear Mr. Falconer:

Our law firm represents M & I Silver Spring Bank, which recently purchased all of the unsold lots in the Sonseeahray Subdivision. The Bank has ordered a title report in order to confirm the status of its ownership rights. That title report indicates that a lease was entered into between the Town of Richfield, as Lessor, and Sonseeahray Homeowner's Association, as Lessee, with respect to a strip of land identified as outlot 2 of the Sonseeahray Subdivision plat.

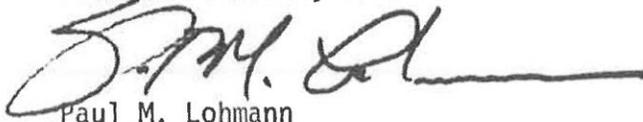
We are somewhat puzzled over the existence of this lease, since we are not aware of any conveyance by which the Town of Richfield would have obtained title to outlot 2. Furthermore, the Bank's predecessors in interest, Gerald Keller and James Hilgart, apparently incurred real estate obligations with respect to outlot 2. Thus, it appears that Mr. Keller and Mr. Hilgart formerly owned outlot 2, and that M & I Silver Spring Bank now holds title to that particular piece of land. Thus, we do not understand how the Town of Richfield could have leased that property to the homeowner's association.

We understand that the plat of the subdivision imposes certain conditions on the use of outlots 1 and 2. However, we believe that M & I Silver Spring Bank holds title to those outlots, subject only to the conditions imprinted on the plat of the subdivision. We would hope that both the Town and the homeowner's association will voluntarily acquiesce to the Bank's position with respect to the ownership of the outlots. If such acquiescence is not provided, the Bank may be forced to commence an action to quiet title with respect to the outlots.

We request that both the Town and the homeowner's association advise us, in writing, as to their respective positions on this matter. Thank you for your assistance.

Very truly yours,

FIorenza & HODAN, S.C.



Paul M. Lohmann

A photograph of a white rectangular sign with a black border and reflective surface. The sign is mounted on a dark green metal post and is positioned at the edge of a gravel path that leads into a dense forest. The forest is filled with various green trees and bushes, with sunlight filtering through the canopy. The sign is the central focus of the image.

**DO NOT
ENTER**



7 e



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7e

MEETING DATE: July 21, 2016

SUBJECT: Temporary Operator License Applications
DATE SUBMITTED: July 12, 2016
SUBMITTED BY: Laura Johnson, Deputy Clerk

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE TEMPORARY OPERATOR LICENSES RENEWALS AND NEW APPLICATION FOR SEPTEMBER 10 - 11, 2016?

ISSUE SUMMARY:

Each year we have Temporary Operator Licenses which need to be approved, typically for events in the summer and fall months. All applicants included in this packet have filled out the proper forms and paid all applicable fees.

Deputy Bradley Bautz has reviewed the renewals and new application and has no reservations in granting any of these licenses.

FISCAL IMPACT:

REVIEWED BY: Village Deputy Treasurer

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

ATTACHMENTS:

- 1. List of Temporary Operator Licenses to be renewed along with one (1) new temporary application
2. Memo dated July 10, 2016 from Bradley Bautz

STAFF RECOMMENDATION:

Motion to approve the Temporary Operator Licenses for 2016 per the attached list.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Signature of Brad Colver, Village Staff Member
Signature of Village Administrator

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

T2016	Last Name	First Name	Type	Picnic License Applicant
20	Gariety	Jerome	Renewal	St. Gabriels Fish Fry & Flea Market
21	Schmitt	Joan	Renewal	St. Gabriels Fish Fry & Flea Market
22	Patnode	Donald	New	St. Gabriels Fish Fry & Flea Market

2016-2017 Applications

Downloaded Separately

For Village Trustees Only