AGENDA
VILLAGE OF SUSSEX
VILLAGE BOARD MEETING
6:00 P.M. TUESDAY, APRIL 23, 2019
SUSSEX CIVIC CAMPUS – BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET

A. Oath of Office Ceremony and Village Board Annual Photo

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes from the Village Board meeting held on April 9, 2019.

4. Communications and Public Hearing(s)

5. Committee Reports

   A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

   B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

   C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
      1. Recommendation and possible action on 4th of July Fireworks Contract
      2. Recommendation and possible action on a Special Event Permit by the Lyme Disease 5K Walk/Run, August 17th for use of Village Park, Agent Austin Mitzel.
      3. Recommendation and possible action on an agreement for Park Use with Brewfinity for the 2019 Pints in the Park Beer Gardens.
      4. Recommendation and possible action on amendment to Park Rental Fee policy.

   D. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
E. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.

F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

6. Staff Reports on upcoming events, projects in process, future agenda items and scheduled meetings.

7. Comments from citizens present.

8. Old Business.
   A. Recommendation and possible action on items for the Beer Garden operation at Old Brook Square Park:
      1. Lease Agreement for operation of the Beer Garden within a limited area of Old Brook Square Park with WI Ludwig, LLC.
      2. Class “B” Retail License for the Sale of Fermented Malt Beverages to WI Ludwig, LLC, N63W23713 Main Street and within the leased area of Old Brook Square Park, Sussex Beer Garden; Agent: Charles Hastings.
      3. An Outdoor Establishment Permit for WI Ludwig, LLC for operation of a Beer Garden at N63W23713 Main Street and within the leased area of Old Brook Square Park.

   A. Annual request to close Main Street from the Civic Campus to the railroad tracks (VFW Post) for the Memorial Day Parade Monday May 27, 2019 from 1 pm to 2 pm.
   
   B. Consideration and possible action on Ordinance 848, an Ordinance to Repeal and Recreate Section 1.30 Municipal Court of the Village of Sussex Municipal Code.

10. Consideration and possible action on resignations and appointments.
    A. Trustee Committee Appointments

11. Adjournment

Greg Goetz  
Village President

Jeremy Smith  
Village Administrator

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. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Casen Griffiths at 246-5200.
1. Roll Call
The meeting was called to order by President Goetz at 6:01pm

Members present: Michael Bartzen, Wendy Stallings, Scott Adkins, Tim Dietrich, Lee Uecker and Greg Goetz.

Members excused: Matt Carran.

Also present: Assistant Village Administrator Kelsey McElroy-Anderson, Administrator Jeremy Smith, Attorney John Macy, Administrative Services Director Casen Griffiths and members of the Public.

2. Pledge of Allegiance
President Goetz led the pledge of allegiance.

3. Meeting Minutes
A motion by Adkins, seconded by Stallings to approve the March 26, 2019 Village Board meeting minutes as presented. Motion carried 6-0.

4. Communications and Public Hearings
A. Village President Report
President Goetz noted that the retirement party for Library Director Kathy Klager was very well done and wished Mrs. Klager well on her retirement. On April 11, the Village will be hosting a neighborhood meeting for the Maple Avenue reconstruction project. The annual Bunny Lunch will be on Saturday, April 13, with the Easter Eggstravaganza immediately following. The Public Safety, Plan Commission and Park Board will meet on Tuesday, April 16. The Pauline Haass Public Library Board will meet on Wednesday, April 17.

5. Committee Reports
A. Finance & Personnel
   1. Check Register & P-Card Statement
      A motion by Uecker, seconded by Bartzen to approve the March Check Register and P-Card Statement in the amount of $1,315,084.40. Motion carried 6-0.

   2. Temporary Class “B” Retail Licenses
      A. HAWS Romp n Rally
         A motion by Uecker, seconded by Stallings to approve a Temporary Class “B” retail license to the Humane Animal Welfare Society for the HAWS Romp ‘n Rally Pet Walk, in Sussex Village Park, N63W24459 Main Street, May 7, 2019; Agent: Sandy Hoffmann. Motion carried 6-0.

      B. Hamilton High School Alumni Reunion
         A motion by Uecker, seconded by Goetz to approve a Temporary Class "B" retail license to the Hamilton High School Alumni Committee for the Hamilton High School Alumni Picnic at Sussex Village Park Lions Pavilion, N63W24459 Main Street, August 10, 2019; Agent Michael Hyland. Motion carried 6-0.
C. Sussex Lions Daze
A motion by Uecker, seconded by Stallings to approve a Temporary Class “B” retail license to the Sussex Lions Club for Sussex Lions Daze at Sussex Village Park, N63W24459 Main Street, July 12- July 14, 2019; Agent: Rick Vodicka. Motion carried 6-0.

D. Sussex Antique Power Threshing and Tractor Show
A motion by Uecker, seconded by Stallings to approve a Temporary Class “B” retail license to the Sussex Area Service Club for the Sussex Antique Power Threshing and Tractor Show at Sussex Village Park, N63W24459 Main Street; August 23- August 25, 2019; Agent: Rick Vodicka. Motion carried 6-0.

3. Thirsty Duck- Liquor License Premise Amendment
A motion by Uecker, seconded by Stallings to approve a premise amendment for a Combination Class “B” Retail License for the Sale of Fermented Malt Beverages & “Class B” Retail License for the Sale of Intoxicating Liquors, April 9, 2019 to June 30, 2019 for Thirsty Duck Sussex, LLC, N64W23180 Main Street, Sussex, WI 53089. Thirsty Duck, Agent: Daniel Zierath, subject to the payment of all outstanding taxes and fees being paid. Motion carried 6-0.

4. Operator Licenses
A motion by Uecker, seconded by Goetz to approve operator license applications for Ashley Schwaegler, Joseph Stapleton, Amie Schneider, and Kimberly Wheeler, subject to the standard conditions of operator license approval. Motion carried 6-0.

5. Old Brooke Square Park Beer Garden Operation
Mr. Smith reported that the applicant has requested that this item be tabled to the next meeting as the applicant was revising their original submittal. A motion by Uecker, seconded by Goetz to table the lease agreement, license and outdoor establishment permit for WI Ludwig, LLC to a later meeting. Motion carried 6-0.

6. Initial Resolution 19-06 Authorizing General Obligation Bonds
A motion by Uecker, seconded by Adkins to approve Initial Resolution 19-06 Authorizing General Obligation Bonds in an Amount not to exceed $310,000 for Street Improvement Projects. Motion carried 6-0.

7. Initial Resolution 19-07 Authorizing General Obligation Bonds
A motion by Uecker, seconded by Adkins to approve Initial Resolution 19-07 Authorizing General Obligation Bonds in an Amount not to exceed $2,140,000 for Parks and Public Grounds Projects. Motion carried 6-0.

8. Resolution 19-08 Providing for the Sale of General Obligation Corporate Purpose Bonds
A motion by Uecker, seconded by Adkins to approve Resolution 19-08 providing for the sale not to exceed $2,450,000 General Obligation Corporate Purpose Bonds, Series 2019A. Motion carried 6-0.

9. Insurance Renewals
A motion by Uecker, seconded by Bartzen to approve 2019-2020 Insurance Renewals as presented. Motion carried 6-0.

10. Ordinance 847- Liquor License Sale Hours
A motion by Uecker, seconded by Goetz to approve Ordinance 847 to recreate sub-section 4.02(9)(E) Closing Hours for Intoxicating Liquor and Fermented Malt Beverage Licenses. Motion carried 6-0.

B. Public Works
1. Bills for Payment
A motion by Dietrich, seconded by Adkins to approve the March Public Works bills in the amount of $515,563.70. Motion carried 6-0.
2. Wastewater Treatment Plant- Pump Seal
A motion by Dietrich, seconded by Adkins to approve the purchase of a sludge mixing pump seal replacement from L.W. Allen in the amount of $13,794. Motion carried 6-0.

3. Sludge Hauling Contract
A motion by Dietrich, seconded by Goetz to approve the contract with Badger State Waste, LLC for Wastewater Treatment Plant Sludge Hauling for 2019-2021 with an additional two-year option for 2022 and 2023. Motion carried 6-0.

4. Maple Avenue Right of Way and Easement Costs
A motion by Dietrich, seconded by Uecker to approve right of way and easement acquisition costs for the Maple Avenue Reconstruction project in the amount of $61,665. Motion carried 6-0.

5. Clover Drive Bridge Replacement
A motion by Dietrich, seconded by Bartzen to approve the bid from Highway Landscapers, Inc for the Clover Drive Bridge Replacement project in an amount not to exceed $594,185.30. Motion carried 6-0.

6. Leaf Collection
A motion by Dietrich, seconded by Uecker to approve the purchase of a Tink Claw 720 from Miller Bradford Risberg- Sussex in the amount of $16,750. Discussion was had regarding purchasing this piece of equipment now or waiting to place the item in the 2020 budget for purchase next year. Motion failed 3-3 (Dietrich, Goetz, Uecker in favor; Adkins, Stallings, Bartzen opposed)

The consensus of the Board was to take the item back to the Public Works Committee for additional discussion.

7. Village Park Road Improvement and Utility Extension Inspection Services
A motion by Dietrich, seconded by Goetz to approve the contract with Sigma Group for construction inspection and survey staking for the Village Park Utility Extension and Road Improvement project in an amount not to exceed $78,611.50. Motion carried 5-1 (Adkins opposed)

6. Staff Reports
Mrs. McElroy-Anderson reported that Good Hope Road construction would begin shortly. Well 8 test pumping will begin with a generator running for about seventy-two hours. The Village now has a Next-door and Instagram account. Recruitment for the new Public Works position has started and we are currently looking for seasonal employees to fill Parks and Recreation positions. Attorney Macy reported that the legislature is currently working on the budget, however while bills are being announced and introduced its unclear if they will get any traction in the legislature. The League of Wisconsin Municipalities has asked Attorney Macy’s firm to help research rules and regulations regarding the siting of 5G cell antennas.

Mr. Griffiths thanked Deputy Clerk Linda Steinmetz, the front office staff and all of the Village’s election inspectors on a job well done at the April 2 election.

7. Comments from Citizens Present
No one was present who wished to be heard.

8. Old Business
None

9. New Business
None

10. Resignations and Appointments
A motion by Goetz, seconded by Stallings to appoint Nadine Coenen to the Park & Recreation Board and
Claire Moll to the Senior Advisory Committee.  

Motion carried 6-0.

11. Adjournment  
A motion by Goetz, seconded by Bartzen to adjourn the meeting at 7:13pm.  

Motion carried 6-0.

Respectfully submitted,

Casen J. Griffiths  
Administrative Services Director
MEMORANDUM
To: Village Board
From: Casen Griffiths, Administrative Services Director
Re: Village Board Meeting- April 23, 2019
Date: April 18, 2019

A. We will be having the Oath of Office Ceremony and the Village Board Annual Photo.

4. A. Village President Report- report on meetings attending and upcoming communications, and recognitions including Successfully Sussex Awards.

5.C.1. The Park & Recreation Board recommends approval of the 4th of July Fireworks Contract with Wolverine Fireworks Display. The contracted amount has increased to $16,000. The Village cover a portion of the cost ($11,000) along with sponsorships. The Village Board policy is to allocate approximately $1 per resident for fireworks. Staff has secured donations from North Shore Bank and Meijer. Each business has donated $2,500. Please see the enclosed contract for additional information.

5.C.2. The Park & Recreation Board recommends approval of a Special Event Permit for the Lyme Disease 5K Walk/Run, August 17th, at Village Park. The proposed event is a fundraiser. The event will be using the park from 7:00am to 2:00pm. The race will begin and end at the Lions Open Air Pavilion and will run through the Eagle’s Ridge subdivision. The event organizer has 30 volunteers to help with parking, registration and course monitoring. The organizers of the race have been in contact with Captain Panas regarding course safety and will utilizing spotters at road intersections. Please see the enclosed route map and special event application for additional information.

5.C.3. The Park & Recreation Board recommends approval of an agreement for Park Use with Brewfinity for the 2019 Pints in the Park Beer Gardens. The agreement will govern Brewfinity’s sales of beer at Madeline Park, Prides Crossing Park, Armory Park and Village Park. The agreement also covers that sale of beer at the Village’s new special event, the Sussex Block Party. Brewfinity will be required to provide all equipment and staff for the beer garden and the Village will ensure that the Park is ready for each event. The Village and Brewfinity will jointly be responsible for marketing the event. Please see the enclosed agreement for additional information.

5.C.4. The Park & Recreation Board recommends approval of changes to the Park Rental Fee policy. The Park Board created a subcommittee to review the facility rental fees for school activities. The creation of the subcommittee stemmed from a request made by Maple Avenue School to waive fees for use of the tennis courts at Melinda Weaver Park. The subcommittee developed language that would exempt rental fees for Village Park facilities if the rental is for an activity that is sponsored directly by a class. The activity is required to be correlated to the school’s curriculum and has to occur during the school day. Please see the enclosed memo for additional details.
8.A.1. Staff recommends approval of a Lease Agreement for operation of the Beer Garden within a limited area of Old Brook Square Park with WI Ludwig, LLC. The lease area is between the east property line and pathway. The applicant has resubmitted a revised site plan. The applicant will not be constructing a service building with restrooms on the property adjacent to Old Brooke Square Park. Instead, a temporary serving caddy for beer and food will be used, along with a portable restroom trailer. The caddy will be placed on a concreate patio that will have picnic tables, a pergola and fire pits. The changes have shifted the beer garden’s location closer to Main Street; however, the leased area will still be between the property line and pathway and will still contain crushed stone and picnic tables. The seating area within the park will be delineated with shrubs. The applicant will be establishing a restaurant in the building that is to be constructed by Art Sawall. Once that building is constructed, the applicant will run beer garden operations out of that building. The lease agreement is a three-year term beginning in May 2019 and ending November 2021. As part of the agreement, the beer garden will be responsible for all costs to construct and operate the beer garden. They will also be required to maintain the leased area as well as the overall Park. Please see the enclosed lease agreement for additional information.

8.A.2. The Finance & Personnel Committee recommends approval of a Class “B” License to WI Ludwig, LLC, N63W23713 Main Street and within the leased area of Old Brook Square Park, Sussex Beer Garden, Agent: Charles Hastings. The license permits the sale of beer at the beer garden. Please see the license application for additional information.

8.A.3. The Finance & Personnel Committee recommends approval of an Outdoor Establishment Permit for WI Ludwig, LLC for operation of a Beer Garden at N63W23713 Main Street and within the leased are of Old Brooke Square Park. Please see the permit application for additional details.

9.A. Staff recommends approval of a request to close Main Street from the Civic Campus to the railroad tracks (VFW Post) for Memorial Day Parade Monday, May 27, 2019 from 1:00pm to 2:00pm. The VFW Post has requested closure of Main Street for their annual parade. The parade will begin at the Civic Center and head east on Main Street. The parade go to the parking lot of Rumors. Please see the enclosed letter from the VFW Post for additional information.

9.B. Staff recommends approval of Ordinance 848, an ordinance to repeal and recreate section 1.30 “Municipal Court” of the Village of Sussex Municipal Code. The Lake Country Municipal Court has added two new members. The Village of Johnson Creek is now a full member of the Court and the Town of Sullivan is a newly added contract member. Under state statutes all member of the joint court are required to have identical ordinances for the court and are required to list all members within their code. The changes remove the contract from Johnson Creek and add the Town of Sullivan to the list of municipalities. Please see the enclosed ordinance for additional information.

10.A. The Village President will recommend his Trustee Committee Appointments.
CONTRACT

This contract entered into this 18th day of March, 2019, by and between WOLVERINE FIREWORKS DISPLAY, INC., hereinafter referred to as “WOLVERINE” A Michigan Company, duly licensed by the BATFE, and Village of Sussex, hereinafter referred to as “Sponsor”.

1. Wolverine agrees to furnish Sponsor, in accordance with the terms and conditions set forth herein, One (1) fireworks display as per this signed and accepted contract. This will include trained and qualified Pyrotechnicians to deliver, setup, execute and take down the pyrotechnic display.

2. Wolverine agrees to provide insurance coverage of Ten Million Dollars, Bodily Injury and Property Damage and the statutory limits for Worker’s Compensation Insurance. The Sponsor will be named as additional insured on the certificate. This insurance covers the operations of Wolverine only and does not extend to any other aspect of the event.

3. The date of this display is: 7/4/2019 at: 9:20 pm. In the event of inclement weather, the display will be rescheduled for the next night 7/5/2019 at no additional cost to the Sponsor (dates around the 4th of July are excluded unless approved by Wolverine). In the event the display is rescheduled to a date not the next night, there will be an additional 15% cost added to the contract amount to cover additional expenses involved. In the event the Sponsor does not choose to reschedule another date or cannot agree to a mutually convenient date, the Sponsor shall pay the Contractor an amount equal to 40% to cover Wolverine’s cost, damages, and expenses.

4. The cost of the display is: $16,000.00 plus tax (unless exempt). A deposit in the amount of: $8,000.00 shall be made at the time of signing this agreement. The balance due shall be paid to Wolverine within 10 days following the display. A 2.5% Hazardous Material Handling fee will be added to the invoice (based on the display cost) along with any permit fees paid by Wolverine. There will be a 1.5% late charge added to the invoice on any outstanding amount not paid in full by the agreed upon date.

5. Sponsor, at Sponsor’s expense, agrees to provide Wolverine with a suitable display site that meets the guidelines as set forth in NFPA 1123 and meeting the approval of Wolverine. All permits necessary for the display shall be the responsibility of the Sponsor. All necessary police, fire, and other appropriate protection necessary for proper crowd control, automobile parking, and display site security will be the responsibility of the Sponsor and in accordance with the provisions of NFPA 1123.
6. After the display, Wolverine will conduct a post display search of the area/fallout zone for any unexploded fireworks. Sponsor explicitly acknowledges that an early morning first light search of the Display Site as defined in NFPA 1123 is of utmost importance and the search will be conducted by the Sponsor. If any unexploded shells or devices are found, Wolverine will be contacted immediately to properly disposed of said material. Wolverine will be responsible for the removal of all equipment provided by Wolverine. Sponsor will be responsible for any remaining cleanup that may be required after the display.

7. Sponsor agrees to defend and hold Wolverine harmless from and against all claims and any penalties, damages, and costs made against and/or incurred by Wolverine in the event (1) the display does not commence on the date and time contemplated by this contract, or is otherwise disrupted as a result of equipment or product malfunction or failure, and/or (2) Sponsor’s breach of its obligations under the contract.

8. The laws of the State of Wisconsin shall govern this contract. Nothing in this contract shall be construed as forming a partnership between the Sponsor and Wolverine. Neither party shall be held responsible for any agreements nor obligations not expressly provided for herein, and shall be severally responsible for their own separate debts and obligations.

9. This contract constitutes the entire agreement between the parties and shall be binding on the parties, their heirs, executors, administrators, successors, and assigns.

10. Any Additional Provisions:

WOLVERINE FIREWORKS DISPLAY, INC.  VILLAGE OF SUSSEX

By:______________________________  By:______________________________

Date Signed:____/____/_______  Date signed_____/_____/_____

Address: 205 W. Seidlers Road
Kawkawlin, MI 48631
Gina.wolverinefireworks@gmail.com

Address: W240 N5765 Maple Ave
Sussex, WI 53089
Phone: 262-246-5200 Office
Email: Halie Dobbeck
hdobbeck@villagesussex.org
A Special Event is defined as an event with more than 200 people and/or open to the public. Reservations must be made 45 days in advance and are subject to an approval process. Special Events Rentals are required to complete the Special Event Permit Fee - Non-refundable $25.00

ORGANIZATION INFORMATION

Name of Organization: ____________________________
Address: ______________________________________ City, State, Zip: _______________________
Website: ____________________________ Tax Exempt Number (attach proof): _______________________

CONTACT INFORMATION

Event Contact Person: Austin Mitzel Email: austenmitzel01@gmail.com
Day Phone: (262) 365-8336 Evening Phone: Same Cell Phone: Same
Alternate Contact: Maddie Dailman Email: madeline.dailman@uw.edu
Day Phone: (262) 993-1409 Evening Phone: _______________________ Cell Phone: _______________________

EVENT INFORMATION - Answer all questions completely

Name of Event: Lyme Disease 5K Walk/Run
Date(s) of Event: August 17th
Date(s) of Rental (including set-up/take-down): August 17th
Event Hours: (include both your set-up time and clean up time) 7am - 2pm
Estimated Parking Needs: enough for 150 people Estimated Attendance: ~150
Location of Event: ___ Village Park ___ Armory Park ___ Civic Center

What contact information can be given out for more information? (262) 365-8336

Check the following applicable components of your event:

___ Baseball/Softball Tournament
___ Fundraiser
___ Sell concessions/Sales of Any Kind
___ Food Trucks

___ Fireworks Display
___ Overnight Camping
___ Attracts more than 200 people
___ Amusement Rides, Inflatables
___ Tractor Show/Pull
___ Parade or Run/Walk event

Please describe the purpose of your event, list any additional activities at your event or special requests:

to raise money for Lyme research & help people get treated properly or even get a proper diagnosis
<table>
<thead>
<tr>
<th>EVENT DETAILS</th>
<th>NO</th>
<th>YES</th>
<th>ACTION TO BE TAKEN</th>
<th>FEE</th>
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</thead>
<tbody>
<tr>
<td>Was a Special Event Permit ever previously approved or denied for this event?</td>
<td>✔</td>
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<tr>
<td>Will there be outdoor amplified sound?</td>
<td>✔</td>
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<td>Will alcohol be consumed?</td>
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<tr>
<td>Will alcohol be sold? (This includes any charges made for alcohol directly or indirectly for alcohol)</td>
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<tr>
<td>Are you requesting any Village street(s) to be closed to traffic?</td>
<td>✔</td>
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<tr>
<td>Will items or services be sold or given away at the event?</td>
<td>✔</td>
<td>✔</td>
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<tr>
<td>Does this event involve a plan for tents, stages, inflatable bounce houses or temporary structures?</td>
<td>✔</td>
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<tr>
<td>Does your event include food concession, preparation areas, and/or do you intend to cook food in the event area? If so, will there be open flame cooking in booths, food trucks, or trailers?</td>
<td>✔</td>
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<td>Will you be using electricity?</td>
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<td>Will there be a need for additional refuse or recycling containers?</td>
<td>✔</td>
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<td>Do you plan to provide additional portable toilets at your event based on expected attendance?</td>
<td>✔</td>
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<tr>
<td>Does this event involve banners/signage?</td>
<td>✔</td>
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<td>Have you provided a plan that includes information about security and emergency services on your site plan?</td>
<td>✔</td>
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<td>Will you be having any kind of animals, performances, or amusement rides?</td>
<td>✔</td>
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<td>Have you determined your parking plan?</td>
<td>✔</td>
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<td>Are you requesting the use of traffic safety equipment, signs or barricades?</td>
<td>✔</td>
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<td>Does your event have a fireworks display?</td>
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<tr>
<td>Have you provided a copy of the event liability insurance to the Village of Sussex with the Village of Sussex named as additionally insured?</td>
<td>✔</td>
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<tr>
<td>TOTAL OF FEES</td>
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Village of Sussex

Park Facility Rental Application

N64 W23760 Main Street Sussex, WI 53089
Office: (262) 246-5200 Fax: (262) 246-5222
info@villagesussex.org  www.villagesussex.org

Contact Information

Organization Name (if applicable)  Lyme Disease 5k Walk/Run
Renter or Responsible Party  Austin Mitzel
Home/Cell Phone (262) 365-8350  Email ausphinmitzel018@gmail.com
Address Wa58 Na383 Riverview Dr  City/Zip Colgate WI 53017

Rental Information

Event Date 8/17/19  Event Type 5k Walk/Run  Estimated Attendance 100-300
Arrival Time 7am  Departure Time 3pm  Event Open to the Public- Yes/No
Fee Charged to Attend Event- Yes/No  Tax Exempt- Yes/No (if yes, please include certificate)

Rental Fees

Check, cash and credit card are accepted (checks payable to Village of Sussex). A convenience fee will be added to transactions completed online. Fees and deposits must be paid at the time of reservation.

$106 SECURITY DEPOSIT REQUIRED WITH ALL RENTALS

Park Open Air Shelters
(Capacity determined by # of picnic tables at each shelter. Picnic tables will not be relocated)
✓ $155 Village Park Lion’s Open Air Shelter (Cap. 240)
$55 Village Park Early Days Open Air Shelter (Cap. 40)
$80 Village Park North Open Air Shelter (Cap. 60)
$45 Village Park Concession Stand Shelter (Cap. 30)
$40 Armorey Park Open Air Shelter (Cap. 24)

Enclosed Facilities
$100 Village Park Lion’s Building (Cap. 40)
$75 Armorey Concession Stand w/shelter

Additional Options (*see pg. 2 for details)
$15 Beer/Beverage Permit Fee per day
$20 Lion’s Building Indoor Restrooms

Disc Golf
$100 Closure for special event
$25 League (3 hour period per day)

Green Space *Approval needed
$25 Non-designated Field/Open Space (not in Village Park)
$25 Village Park - Lower Sledding Hill
$25 Village Park - Entrance Sign
$25 Village Park - Sunset Drive
$25 Village Park - Circlamasters

6/5/2018 CC/Forms/rental app forms/

Baseball/Softball Diamonds (3 hour period/field)
$15 Village Park #1 South
$15 Village Park #2 Central
$15 Village Park #3 North
$15 Village Park Lighted Diamond
$10 Lights for Lighted Diamond (fee/day)
$15 Hardball Diamond
$10 Armorey Park #1
$10 Armorey Park #2
$10 Armorey Park #3
$10 Armorey Park #4 (T-ball/Little League)
$15 Field Prep Fee Diamond
$200 Tournament Fee per field

Tennis Courts (fee per court)
$10 Village Park #1  $10 Village Park #2
$10 Melinda Weaver #1  $10 Melinda Weaver #2

Volleyball Courts (fee per court)
$10 Village Park #1  $10 Village Park #2

Soccer Fields (3 hour period per rental)
$30 Armorey #1-6  $5 Armorey #7

FEES + SECURITY DEPOSIT =
Special Requirements

___ $15 Beer/Beverage Permit: Village ordinances stipulate that the consumption of beer will be allowed in any Village park/facility by permit only. Checking this section on the Park/Facility Rental Permit will request your desire for a beer/beverage permit and will inform the staff to issue/deny permission to issue a permit. All individuals requesting the beer/beverage permit must be 21 years old or older. Proof required. The issuance of the permit will be incorporated into this contract for signature. No other documents will be issued.

If applicable to this application, sales of alcoholic beverages are regulated by the State of Wisconsin and the Village. Groups who would like to sell beer or wine must be bona fide clubs, fair associations or agricultural societies, churches, lodges, or societies that have been in existence for at least 6 months. Renters must comply with all relevant state statutes and municipal ordinances. The Village Clerk's office must be contacted to obtain appropriate rules and regulations regarding sales and service, as it relates to the sales of alcoholic beverages and permit applications must be submitted no later than thirty (30) days prior to the exhibition.

<table>
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<tr>
<th>Birthdate</th>
<th>Driver's License #</th>
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___ $20 Lion's Building Indoor Restrooms: These restrooms are accessible from the outside of the building and are only available upon request. Concession stand indoor restrooms at Village Park and Armory Park and port-a-johns are open during Park hours without special request. There is no charge for the use of these restroom facilities unless additional port-a-johns or additional maintenance are needed in which a fee will be determined and added to the rental.

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What will electricity be used for?

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I the undersigned, will assume all responsibility for the proper care and utilization of the stated public area and/or facilities, including all equipment and grounds contained therein, in accordance with the policies and rules of the Village of Sussex, as stated on page three and four of this document. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement, I shall indemnify and hold 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 claim asserted or imposed upon the Village, its officers, agents, employees, and independent contractors growing out of the agreement as stated by any party or parties. Upon approval, a permit will be issued to show any Village official upon request. Reservations do not include exclusive use of playgrounds. Individuals must be a least 18 years of age to request a rental permit.

Renter's Signature

Aushn Mitze

Date

Renter's Name (please print)

3/1/19
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<tr>
<th>No</th>
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This Vendor Permit Agreement ("Agreement") is made and entered into effective
2019 (the "Effective Date"), by and between the VILLAGE OF SUSSEX ("Village") and KELLERMEISTER BEVERAGES, LLC D/B/A BREWFFINITY BREWING CO. ("Vendor"). Referenced together, the Village and Vendor are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, during the summer of 2019 the Parties intend to cooperate to realize a travelling beer garden throughout the Village of Sussex Parks System; and

WHEREAS, the Parties wish to enter into a written agreement providing for the operation of a travelling beer garden throughout the Village of Sussex Parks System.

NOW THEREFORE, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. Mobile Beer Garden Operation:

1.1 Concept; Itinerary. The travelling beer garden shall operate at five (5) Village of Sussex Parks locations, one (1) day per Park during the summer season. Itineraries and hours of operation for the Season are set forth on Exhibit A. Vendor shall participate in the itineraries in a timely manner as further set forth in this Agreement. No alcohol shall be dispensed or distributed to patrons after 9:00pm.

1.2 Equipment: For each event of the Season, Vendor shall provide a Mobile Beer Unit. The Equipment shall be in a condition that is reasonably acceptable to the Village and shall reasonably convey a harmonious theme appropriate to the Village of Sussex Parks and Recreation experience as well as that of a traditional beer garden. A "Mobile Beer Unit" is a self-contained service operation, located in a vehicle or movable stand, self or otherwise propelled, used to store, prepare, display, or serve fermented malt beverages intended for individual service. All proposed signage and advertising on the Equipment must be pre-approved in writing by the Parks Director or their designee.

1.3 Transportation: Vendor at its sole risk and expense, shall transport the mobile beer unit from location to location and shall be responsible for set up and tear down at each location. Vendor shall
not be liable for any damage to turf at Concession sites. The Vendor shall remove and set up within the same day as the event(s) set forth on Exhibit A.

1.4 **Food and Beverages:** During its hours of operation, the travelling beer garden described in this Agreement shall exclusively sell alcoholic beverages manufactured by Vendor at the Beer garden location. Non-alcoholic beverages not manufactured by Vendor may be sold, including water and soda. The Village may contract with a third party to sell food options at the Concession sites.

1.5 **Donations:** Vendor shall pay the Village a flat fee of $100.00 at least ten days prior to each event for the right to provide the services as outlined above. Vendor shall also provide drinkware, both disposable and reusable. The reusable drinkware shall bear the agreed upon Pints in the Park logo. Glass of any kind is not allowed in the parks.

1.6 **Security:** The Village shall not be liable for any vandalism, defacement or other similar damage to any Vendor property, including the Equipment.

2. **Term:** This Agreement shall commence on the Effective Date and expire on December 31, 2019 (the "Term").

3. **Marketing:** The Parties shall jointly and actively market the travelling beer garden. Each Party shall acknowledge the other Party and include the other Party’s logo in all promotional materials, whether print or digital, directly related to the activities covered under this Agreement.

4. **Permits Licenses and Other Costs:** Each Party shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required to conduct its activities under this Agreement.

5. **Compliance with Laws:** At all times during the term of this permit agreement, Vendor, at Vendor’s own cost and expense, shall observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the property or the improvements or facilities erected on the property by federal, state, county, local, or other governmental agency or entity;

5.1 **Indemnification:** Vendor shall indemnify and hold Village, its officers, agents, employees, and insurers and the property and any buildings or improvements now or hereafter placed on the property, free and harmless from any and all liabilities, claims, loss, damages, or expenses resulting from or arising out of Vendor’s occupation and use of the property, specifically including, without limitation, any liability, claim, loss, damage, attorneys’ fees, or expense arising by reason of:

5.1.1 The death or injury of any person, including Vendor or any person who is an employee, agent, or invitee of Vendor, or by reason of the loss, damage to, or destruction of any property, including property owned by Vendor or by any person who is an employee, agent, or invitee of Vendor, from any cause whatsoever while such person is in or on the property or in any way
6. **Village Rights and Obligations**: The Village shall prepare each park for the travelling beer garden. The Village is not responsible for normal "wear and tear" on the Equipment. The Village has other licensee’s in various parks for the sale of beer, food, and other items and this traveling beer garden agreement shall not restrict those operations or the Village’s agreement with those operations.

7. **Right of Entry**: Village staff shall at all times have the right of entry to the Park and Mobile Beer Unit to inspect the condition thereof.

8. **Insurance**: The Vendor shall, at the Vendor’s own cost and expense, secure and maintain during the Season a broad form comprehensive coverage policy of public liability insurance in the State of Wisconsin insuring the Vendor and the Village against loss or liability caused by of connected with the Vendor’s occupation and use of the premises under this agreement in the amounts not less than: $1,000,000.00 for injury to or death of one of more persons as a result of any one accident; and $1,000,000.00 for damage to or destruction of any property or others.

The Village, its officers, agents, employees, and insureds shall be named additional insureds on insurance obtained by the Vendor.

8.1 **Payment of Premiums and Delivery of Certificate**: Vendor shall pay all premiums and charges on all of the insurance required to be carried by it under this Lease promptly when such premiums become due and furnish Village with satisfactory evidence of the payment of the premiums as they become due and payable. All policies of insurance herein provided to be carried by Vendor, or certificates thereof, shall be delivered to Village. Vendor shall, at its sole cost and expense, comply with all requirements pertaining to the property of any insurance company necessary for the maintenance of insurance required to be provided hereunder.

9. **Assignment and Subletting**: Vendor may not assign this Agreement, in whole or in part, without the prior written approval of the Parks Director or his/her designee.

10. **Termination**: Either Party may terminate this Agreement if the other Party fails to comply with any provision in this Agreement, and such failure continues for forty-five (45) days after a written notice from Village setting forth in reasonable detail the nature of such default.

11. **Partnership**: Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between Village or its successors or assigns and Vendor or its successors or assigns. This Agreement does not create the relationship of principal and agent.

13. **Notices**: All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Vendor:

To Village:
Either party may designate a new address for purposes of this Agreement by written notice to the other party.

Signature Page Follows
IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

BrewFinity Brewing Company Inc.

By: ______________________    Date: ____________
   Eric Zunke, Owner/Brewmaster

Village of Sussex

By: ______________________    Date: ____________
   Greg Goetz, Village President
<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
<th>Address</th>
<th>Times</th>
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<tbody>
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<td>Madeline Park</td>
<td>W232N6527 Waukesha Ave, Sussex, WI 53089</td>
<td>3:00pm-9:00pm</td>
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<tr>
<td>July 25, 2019</td>
<td>Prides Crossing Park</td>
<td>Prides Rd, Sussex, WI 53089</td>
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<td>August 18, 2019</td>
<td>Sussex Civic Center</td>
<td>N64W23760 Main St, Sussex, WI 53089</td>
<td>11:00am-3:00pm</td>
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<td>August 29, 2019</td>
<td>Armory Park</td>
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<td>5:00pm-9:00pm</td>
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<tr>
<td>September 27, 2019</td>
<td>Village Park</td>
<td>W244N6125 Weaver Dr, Sussex, WI 53089</td>
<td>5:00pm-9:00pm</td>
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</table>
MEMORANDUM

To: Park & Recreation Board
From: Casey Griffiths, Administrative Services Director
Re: Fee Waiver for School Use of Park Facilities
Date: April 11, 2019

From time to time, the Village receives requests from the Hamilton School District to use Park Facilities with fees waived. Facility rental policy requires that all groups to pay fees to use facilities, including non-profit groups. The most recent request came in February of 2018 from the Maple Avenue Elementary School Physical Education Department. They had requested to use the tennis courts at Melinda Weaver Park without paying the required fee. The Park Board reviewed the request and ultimately determined, based on policy and past practice, not to waive the fee. One of the primary concerns was that a decision to waive fees could set a precedent that would allow other groups to request a fee.

At the March 2018 meeting, the Park Board formed a subcommittee to review the Village’s rental policy as it relates to requests by non-profit groups to waive rental fees. The sub-committee came up with policy language that would exempt rental fees for Village facilities if the event were sponsored directly by a class that is correlated to the school curriculum. Below is the proposed language:

“Fees for use of Village Facilities may be waived if the event is sponsored directly by a class that is within a school in the Hamilton School District, Arrowhead Union High School District or Richmond Community School and that the event is directly correlated with the curriculum that is being offered at the school during the school day.”

The sub-committee felt comfortable with placing a distinction on school curriculum activities as classes have the potential to affect all students in a given grade or subject. It does not include school extracurricular activities or other non-profit groups since those tend to have a more narrow focus and are not a general public benefit like a classroom activity. It would also require that the activity be during the school day.

Staff is seeking the Park Board’s direction regarding implementation of the policy. If the Park Board agrees, Staff will amend the current policy and bring the item back to the Park Board at the next meeting.
# Village of Sussex

## Park Facility Rental Application

N64 W23760 Main Street Sussex, WI  53089  
Office: (262) 246-5200  Fax: (262) 246-5222  
info@villagesussex.org  www.villagesussex.org

---

## Contact Information

Organization Name (if applicable)  
Renter or Responsible Party  
Home/Cell Phone  Email  
Address  City/Zip

## Rental Information

Event Date  Event Type  Estimated Attendance  
Arrival Time  Departure Time  Event Open to the Public- Yes  No  
Fee Charged to Attend Event- Yes  No  Tax Exempt - Yes  No  (If yes, please include certificate)

## Rental Fees

- **Park Open Air Shelters**  
  (Capacity determined by # of picnic tables at each shelter. Picnic tables will not be relocated)  
  - $155 Village Park Lion’s Open Air Shelter (Cap. 240)  
  - $55 Village Park Early Days Open Air Shelter (Cap. 40)  
  - $80 Village Park North Open Air Shelter (Cap. 60)  
  - $45 Village Park Concession Stand Shelter (Cap. 30)  
  - $40 Armory Park Open Air Shelter (Cap. 24)

- **Enclosed Facilities**  
  - $100 Village Park Lion’s Building (Cap. 40)  
  - $75 Armory Concession Stand w/ shelter  
  - $75 Madeline Park Train Depot (Cap. 25)

- **Additional Options** (*see pg. 2 for details*)  
  - $15 Beer/Beverage Permit Fee per day  
  - $20 Lion’s Building IndoorRestrooms

- **Disc Golf**  
  - $100 Closure for special event  
  - $25  League (3 hour period per day)

- **Green Space**  *Approval needed*  
  - $25 Non-designated Field/Open Space (not in Village Park)  
  - $25 Village Park - Lower Sledding Hill  
  - $25 Village Park - Entrance Sign  
  - $25 Village Park - Sunset Drive  
  - $25 Village Park - Circlemasters

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**Baseball/Softball Diamonds (3 hour period/field)**  
- $15 Village Park #1 South  
- $15 Village Park #2 Central  
- $15 Village Park #3 North  
- $15 Village Park Lighted Diamond  
- $10 Lights for Lighted Diamond (fee/day)  
- $15 Hardball Diamond  
- $15 Armory Park #1  
- $15 Armory Park #2  
- $15 Armory Park #3  
- $15 Armory Park #4 (T-ball/Little League)  
- $15 Field Prep Per Diamond  
- $200 Tournament Fee per field

**Tennis Courts (fee per court)**  
- $10 Village Park #1  
- $10 Village Park #2  
- $10 Melinda Weaver #1  
- $10 Melinda Weaver #2

**Volleyball Courts (fee per court)**  
- $10 Village Park #1  
- $10 Village Park #2

**Soccer Fields (3 hour period per rental)**  
- $30 Armory #1–6  
- $5 Armory #7

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**Fees + Security Deposit =**

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4/10/2019 CC/Forms/rental app forms/
### Special Requirements

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Renter’s Signature ____________________________ Renter’s Name (please print) ____________________________ Date ____________________
RESERVATIONS
All organized groups shall reserve a field/court or shelter before utilizing Village of Sussex facilities. An unorganized group is any group that is less than 10 people. All other groups are considered organized. To guarantee facility availability, unorganized groups must reserve the facility.

HOW TO RESERVE
Make your reservation online by clicking on the link on the Village of Sussex webpage at www.villagesussex.org to fill out the form and pay or complete the rental permit form and submit it with the required fees and deposits to the Parks and Recreation Department. Reservations requiring Board approval (i.e. events open to the public, events with overnight parking needs, rentals consisting of more than one day per month, or rentals that will involve soliciting/selling or for fundraising) must submit the reservation form with payment a minimum of forty-five (45) days in advance of the event. All other reservations must be submitted at least ten (10) business days prior to the reservation date. The ten business day requirement may be waived with approval of the Village Administrator or their designee. Reservations are processed on a first-come, first-serve basis and/or with respect to the priority system that has been established. An authorized representative 18 years old or older of the group who shall be personally responsible for the conduct of the participants and for damages must sign the contract. Reservation requests will be accepted up to one year prior to the event date. Requests for large reoccurring special events, with approval from the Park Board, or weddings may be submitted up to two years prior to the event date. All rental fees include Wisconsin sales tax (where applicable).

LIMITS TO RESERVATION TIME
· All parks close at 9 pm with the exception of Village Park and Armory Park which close at 11 pm. Our indoor facilities can be rented until 11 pm. Extended hours can be requested. Approval of the Board is required.
· Programs and facility needs of the Village of Sussex, Village Board/committees, and the Pauline Haass Library/Committees take precedence over private reservations. In the event a Village need conflicts with an already approved reservation, an alternate will be provided. If that alternative does not meet the expectations of the renter, a full refund will be given.
· Tenants of the Civic Campus building (i.e. SOS, Historical Society, Chamber of Commerce) will have free use of the first floor meeting room and second floor conference room.
· The Village can not guarantee privacy to any group.
· Reservations may be limited on Memorial Day, July 4, Good Friday, Easter Sunday, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve Day or New Year’s Day.
· Reservations are made for a specific time frame. Set-up and clean-up time must be included in the scheduled time. No equipment, supplies, or materials shall be placed at the facility prior to or after the scheduled rental time.
· To keep park facilities accessible, renters may reserve park facilities for a limit of two times a month unless otherwise allowed through contract.

LIMITS ON USE OF FACILITIES
· Alcoholic beverages may be served by permit only. Permits are applied for and granted through the Village of Sussex - Administrative Services Department. Village Board approval required.
· Smoking is prohibited inside all Village public buildings. Violations of these prohibitions may be punishable by law. All smoking refuse must be disposed of properly into the appropriate trash containers, as to not litter.
· There will be no parking on the grass or vehicles driven on the grass; unless otherwise agreed upon.
· Groups of young people under 18 are required to have the rental contract signed by a sponsoring adult who must be present during the rental. Additional security may be required and would be a cost incurred by the renter.
· The Village is not responsible for private equipment or material used in a Village of Sussex facility.
· All pets must be leashed and under control of its owner at all times. Clean up after your pet, deposit waste into the appropriate trash receptacle.
· Charcoal must be properly disposed of in the labeled containers.
· Any facility decorations must not be removed. Individuals who wish to decorate may do so as long as the facility is returned to its original condition. Failure to do so will result in loss of the deposit.
· All activities must follow Chapter 6 of the Village Code.
· Treatments using pesticides or insecticide by groups renting Village of Sussex facilities is prohibited unless prior approval has been received by the group for such activity.
· All announcements, press releases, flyers, etc. related to groups using a Village of Sussex facility must include the following statement: THIS MEETING (PROGRAM/EVENT) IS NOT SPONSORED OR ENDORSED BY THE VILLAGE OF SUSSEX.

RENTALS THAT NEED BOARD APPROVAL: These events are required to complete a special event rental form in addition to this form. All fees and deposits must be paid at the time of the reservation. Board approval is required for the first year of the event or if changes are made to the original site plan or plan of operation for the event and provided no issues have arisen during the event as determined by staff. Events requiring Board approval must submit the reservation form with payment a minimum of forty-five(45) days in advance of the event date.
· Events open to the public
· Overnight camping
· Driving/Parking automobiles on the grass
· Rentals consisting of more than two days per month
· Rentals that will involve soliciting/selling or for fundraising
· Events with more than 200 people
YOUTH ORGANIZATIONS UTILIZING/RENTING PARK FACILITIES
Youth organizations within the Hamilton School District may use the Lion’s Building at Village Park free of charge with Park Board approval. All other park and recreation buildings will require the appropriate fee if rented. To be considered a youth organization, groups must consist of school aged children (examples: Boy Scouts, Girl Scouts, 4-H Club). Also, the group must have an adult supervisor at all meetings. All groups must fill out a Park/Facility Rental Request Form at the beginning of the calendar year (January 2). Groups must pay a $100 deposit at the time of the rental request. The deposits may be transferred to the next year upon request. Groups/individuals may not use the building for personal use without reserving it and paying the appropriate fees. If a group is found using the building without notifying the Parks and Recreation Department, they will lose their privileges to use the building. Youth organizations using the Lion’s Building for regular meetings are asked to give back to the community by setting aside two days per year to help clean up the parks in the Village of Sussex. This time should be scheduled with the Deputy Parks and Recreation Director at 262-246-5200.

SET-UP & TAKE-DOWN/CLEAN-UP
The responsibility for set-up and take-down/clean-up is assumed by the group using the facility for all locations. Failure to do so will result in loss of deposit as outlined in our Deposit Refund Policy. The person responsible must see that the procedures listed for cleaning are carried out, including but not limited to the following:

- Assume responsibility for the contents and security of the building. Opening and closing the building securely will avoid loss of deposit to the user for damage from vandalism.
- Leave the park and facility in the condition it was found. Nothing can be left on the premises overnight. You may not come in early in the next morning to clean-up. Renters must bag and remove all garbage from the cans and deposit the trash and/or recyclables into the appropriate dumpsters that are provided at each location.
- Sweep the floor of the facility, wipe the tables and surfaces after use, and clean/mop/vacuum any stains or spills.
- Restroom supplies are available for use (Lion’s Building rentals only) Located in the last stall of the ladies room, slide lock just over left top side of the door. Vacuum, trash bags, cleansers, toilet paper, hand towels, wet & dry mops, brooms, and paper towel. Providing these items is a courtesy to our guests, please utilize.

FEES & DEPOSITS
All fees and deposits must be paid at the time of the reservation. Fees are subject to change. The deposits will be cashed at the time of the reservation and any refundable deposit will be returned after the event. Groups may make cash donations instead of payment as long as the amount of the donation is equal to or greater than the required fee and the item to be purchased does not directly relate to the groups use of facilities. Non-profit and fund raising events are required to pay fees just like all other groups. Fees may be waived if the event is directly sponsored by a class that is within a school in the Hamilton School District, Arrowhead Union High School District, or Richmond Community School, and that the event is directly correlated with the curriculum that is being offered at the school and the event is during the school day. Water available from an outside faucet at the Lion’s Building and the Lion’s Den only. Additional fees may be invoice at the discretion of the Village, depend on the type, size and duration of the event.

KEY & DEPOSIT REFUND POLICY:
Providing no damage to turf or vandalism to property occurs, as well as general cleanliness of reserved area is maintained, any refundable portion of the deposit will be returned to the remitter within 30 days after the event. If the rental requires a facility key, there is a $25 refundable key deposit incorporated into the stated deposit amount. The key can be picked up at the Civic Center during normal business hours. Failure of the responsible party to pick up the key and staff is contacted to issue a key, a $50 fee will be assessed and held from the deposit. The key must be returned to the Civic Center the next business day during the hours of 8:00 a.m. - 5:00 p.m. A minimum of $50 will be assessed for the failure to empty the trash and recycling receptacles after the event. If the building is not left in the original condition, a cleaning fee will be assessed at $40/hour (2 hour minimum) for events held during a weekday between 7am-3:30pm or $60/hour (2 hour minimum) for events held on weeknights after 3:30pm or anytime on weekends. If the deposit does not cover the costs associated with damage or clean-up to the facility, the responsible party will be invoiced for the remaining fees.

CANCELLATION POLICY: Cancellations will be issued ONLY if the department is notified in writing 30 days or more prior to the scheduled date. Failure to cancel a reservation at least thirty (30) days in advance will result in forfeiture of the entire deposit. If an event is cancelled prior to thirty (30) days before the event date, the group will forfeit a $25 administrative fee which will be taken from the deposit. If the event has been cancelled due to adverse weather conditions or rain out, the Parks and Recreation Department must be contacted within twenty-four (24) hours to inform staff of the cancellation. If possible, arrangements can be made for another date. Rain cancellations can be rescheduled at no cost. All Village activities (i.e. youth sports, special events, special board meetings) supersede any outside reservation. All reservations are subject to review.

RETURNED CHECKS: Checks written and returned as not payable will be charged $30 for each returned submission. Participants will be removed from reservation list until the issuer “makes good” on the amount of the returned checks and pays the accrued service charges in full.

TAX EXEMPT: If your group is tax-exempt, a WI Sales and Use Tax Exemption Certificate must be appropriately completed, signed and submitted with the final signed contract. Copies of these certificates are available upon request. Tax-exempt status does not reduce rentals fees, but eliminates paying unnecessary taxes on fees at the end of the year.

FACILITY PROBLEMS
Prior to the day’s event, contact the Sussex Civic Center at 262-246-5200. If the problem occurs the day of the event, please call the Village’s on-call employee immediately at 414-587-1965.
### Payment Method
(Check all that apply.)

- [ ] Checks Payable to: Village of Sussex
- [ ] Cash
- [ ] Gift Certificate
- [ ] Credit Card

If for any reason payment is returned as “not payable” a service fee of $30 is charged for each returned submission. Full payment plus accrued service fees must be paid in full to become registered.

### Required Information for Credit Card Transactions (write legibly)

<table>
<thead>
<tr>
<th>Circle One:</th>
<th>Visa</th>
<th>Master Card</th>
<th>Discover</th>
<th>American Express</th>
<th>Total Amount: $</th>
<th>Card #:</th>
<th>Expiration Date:</th>
</tr>
</thead>
</table>

CVV/CVC#___________

Entire name is it appears on the credit card (please print legibly):

I Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder’s agreement with the Issuer.

Signature (REQUIRED):

(This portion of the form will be destroyed after transaction is complete.)
AGREEMENT

AGREEMENT by and between the Village of Sussex, a Wisconsin Municipality (“Lessor”) and WI Ludwig, LLC (“Lessee”).

W I T N E S S E T H:

WHEREAS, the Lessor is the owner of a certain improved parcel of land in the Village of Sussex commonly referred to as Old Brooke Square Park, hereinafter known as “PARK” located at N63W23713 Main Street, and

WHEREAS, Lessee desires to operate a beer garden in approximately 4,725 square feet of the PARK, hereinafter known as “Lease Area”; and

WHEREAS, the parties desire to set forth the terms of said Lease, contained herein;

NOW, THEREFORE, in consideration of $1.00 annually for the first three (3) year term and other good and valuable consideration, it is agreed as follows:

1. Premises. Lessor hereby leases to Lessee the approximate 4,725 square feet the Lease Area of the PARK, attached as Exhibit A as “Lease Area Map” at N63W23713 Main Street in the Village of Sussex, County of Waukesha, Wisconsin subject to the terms and conditions set forth in this Lease Agreement.

2. Term. This lease shall commence on the 1st Day of May, 2019 and terminate on the last day of December 2021; both dates inclusive unless sooner terminated as hereafter specified. If the Lessor has not notified Lessee in writing by the last day of October 2021 of termination of the lease, Lessee may extend the lease for a second three (3) year lease term running from January 1 2022 through the last day of December 2024 by writing the Lessor by the last day of November 2021.

3. Rental. Lessee shall pay rent in the amount of $1.00 annually which shall be due and payable as of the first day of each year of the first three (3) year lease with the first year’s rent being due and payable at the time of execution of this Lease Agreement. Payment shall be in the form of cash. If the second three (3) year lease term is exercised the Lessee shall pay rent in the amount of 3% of gross sales from the Beer Garden operation, payable monthly by check or cash the 15th of each month for the gross sales from the month preceding. Lessee agrees to maintain and provide necessary financial documents to Lessor to verify these gross sales amounts upon written request from the Lessor.

4. Security Deposit. Lessee shall, at the time of execution of this Lease Agreement make a security deposit with Lessor in the amount of $1,000.00 as security against damage to the premises beyond normal wear and tear and keys provided by Lessor. Security Deposit shall be paid in the form of a check made out to the Village of Sussex.

5. Use of the Premises. Lessee shall use the Lease Area of the property for purposes of a Beer Garden under the terms of its approved Plan of Operation. Lessee shall maintain at their sole cost all necessary licenses to operate the Beer Garden and shall manage and control the Lease Area under the terms of those licenses and State Law for operation of an establishment selling Beer and/or alcohol. Food may be sold and served under appropriate health department license from the Beer Garden as well. Lessee
customer’s may utilize the entirety of the PARK, but at all times the remainder of the park not within the Lease Area shall remain open to the public for general park use under Lessor’s Park Rules and Ordinances and the public shall at all times be able to traverse through the park freely. Lessee shall not serve any customers outside of the Lease Area. Lessee may have such other uses as the Lessor may approve from time to time. Lessee has the following use parameters:

A. Utilities. Lessee is responsible for all utilities costs for their use.

B. Encumbrance of Leasehold. Lessee shall not encumber the Lease Area in any manner.

C. Mechanics’ Liens. Lessee shall not suffer any mechanics’ liens to be placed on or against the Lease Area. In the event a mechanics’ lien is placed against the Lease Area, Lessee shall discharge the same within thirty (30) days.

D. Improvements. Lessee shall at its sole cost improve the Lease Area to install the pea gravel base, landscaping plan, sidewalk connection, and install tables and chairs, temporary lighting, and temporary heaters within the Lease Area as shown on Exhibit A. Other improvements may be made at the sole cost of the Lessee within the Lease Area and possibly the “PARK, but only after written approval by the Lessor. Upon termination of the lease the Lessee shall restore the “Lease Area” to its pre-existing condition prior to the end of the lease except and to the extent that the Lessor in writing states that some portion or all of the improvements may remain, at which point those improvements become owned by the Lessor at the termination of the lease at no cost to the Lessor.

6. Additional Terms. The following special terms apply to this agreement, but may be modified in writing from time to time with consent of both parties.

A. Lessee shall maintain the Lease Area in a clean and safe manner with adequate refuse and recycling operations and shall also daily clean the PARK from debris. Failure by Lessee to keep the PARK free from debris shall result in a cleaning charge by Lessor to Lessee for the cost of clean-up, which shall be at $35.20 per hour in the first year of the first three (3) year lease term. The Cleaning charge shall increase 3% annually. Prior to Lessor cleaning and billing Lessee, Lessor shall contact Lessee and give them 24 hours to complete cleaning of the PARK.

B. Lessee shall be responsible for maintaining a safe and orderly operation and shall immediately and properly address any safety concerns or Ordinance violations raised by Lessor and its agents. Of particular concern is that a quiet zone shall exist after 9 pm, whereby no music shall be played prior to 10 am or after 9 pm Sunday through Thursday, and no later than 10 pm on Friday and Saturday unless special dispensation is sought and approved in writing by Lessor for a particular event.

C. Lessor shall maintain the PARK outside of the Lease Area in the normal manner and to the extent that Lessor determines for its park system as a whole. This typically includes cutting grass once per week and a daily trash check.

D. Lessee acknowledges that Lease Area is near a river and Lessor is not responsible for water damage or acts of nature that may occur in the area.
E. Compliance with Laws. At all times during the term of this Lease, Lessee, at Lessee's own cost and expense, shall:

1. Observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the property or the improvements or facilities erected on the property by federal, state, county, local, or other governmental agency or entity;

2. Indemnify and hold Lessor and the property free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from Lessee's failure to comply with the requirements of this paragraph.

E. Destruction. If at any time during the term of this Lease, the improvements constructed on the Lease Area shall be substantially damaged or destroyed by casualty, Lessee shall have the right, but not the obligation, to repair or rebuild the improvements at its sole discretion or Lessee may terminate the lease with 30 days’ notice and return the lease area to its pre-existing condition.

F. Indemnity. Lessee shall indemnify and hold Lessor, its officers, agents, employees, and insurers and the property and any buildings or improvements now or hereafter placed on the property, free and harmless from any and all liabilities, claims, loss, damages, or expenses resulting from or arising out of Lessee's occupation and use of the property, specifically including, without limitation, any liability, claim, loss, damage, attorneys’ fees, or expense arising by reason of:

1. The death or injury of any person, including Lessee or any person who is an employee, agent, or invitee of Lessee, or by reason of the loss, damage to, or destruction of any property, including property owned by Lessee or by any person who is an employee, agent, or invitee of Lessee, from any cause whatsoever while such person is in or on the property or in any way connected with the property or with any of the improvements or personal property on the property;

2. Any work performed on the property or materials furnished to the property at the request of Lessee or any person or entity acting for or on behalf of Lessee.

G. Insurance.

1. Public Liability Insurance. Lessee shall, at Lessee's own cost and expense, secure and maintain during the entire term of this Lease a broad form comprehensive coverage policy of public liability insurance in the State of Wisconsin insuring Lessee and Lessor against loss or liability caused by or connected with Lessee's occupation and use of the premises under this Lease in amounts not less than:

   (a) $1,000,000.00 for injury to or death of one or more persons as a result of any one accident; and
   (b) $1,000,000.00 for damage to or destruction of any property or others.

2. Additional Insurance. Lessee may carry at its own expense fire and extended coverage insurance (excluding earthquake insurance, which shall not be required).
3. Lessor, its officers, agents, employees, and insureds shall be named additional insureds on insurance obtained by Lessee under this Paragraph.

4. Payment of Premiums and Delivery of Certificate. Lessee shall pay all premiums and charges on all of the insurance required to be carried by it under this Lease promptly when such premiums become due and furnish Lessor with satisfactory evidence of the payment of the premiums as they become due and payable. All policies of insurance herein provided to be carried by Lessee, or certificates thereof, shall be delivered to Lessor. Lessee shall, at its sole cost and expense, comply with all requirements pertaining to the property of any insurance company necessary for the maintenance of insurance required to be provided hereunder.

5. Cancellation Notice. Each insurance policy with Lessee is required to obtain pursuant to this Lease shall contain a provision that it may not be cancelled or subject to reduction of coverage, modification or non-renewal for any reasons unless fifteen (15) days' prior written notice thereof has been delivered to Lessor.

H. Assignment and Subleasing. Lessee shall not assign this Lease or sublease the premises without the permission of Lessor.

I. Default.

1. The following shall constitute events of default under this Agreement:

   (A) Failure to pay the rental when due.
   (B) Failure to perform any provision contained in this Lease Agreement where the failure is not cured within thirty (30) days of a written notice of default. Lessee shall not be in default if Lessee, in good faith commences to cure the default within the thirty (30) day period.

2. In the event of default, Lessor shall have the right (but not the obligation) to cure the default and charge the cost thereof to Lessee and/or terminate this Lease.

J. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease is to be served on or given by either party to the other shall be in writing and shall be deemed duly served and given when delivered in person, overnight or express mail, or by United States mail, certified mail, return receipt requested, prepaid and addressed to such party as follows:

   If to Lessor: Village Administrator
   N64W23760 Main Street
   Sussex, Wisconsin 53089

   If to Lessee: WI Ludwig, LLC

K. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Wisconsin, from time to time existing.

L. Waiver of Breach. The waiver by Lessor of a breach by Lessee of any provision of this
Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or a different provision of this Lease.

7. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and the same may not be amended or modified orally. All understandings and agreements heretofore had between the parties are merged into this Lease, which alone fully and completely expresses their understanding.

8. Severable Provisions. The provisions of this Lease are severable, and if one or more provisions are determined to be unenforceable, in full or part, by a court of competent jurisdiction, the validity of the remaining provisions, including any partially unenforceable provisions, to the extent enforceable, shall not be affected in any respect whatsoever.

9. Binding Effect. The terms of this Lease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto.

10. Singular, Plural and Gender. The singular and plural number and the masculine, feminine and neuter gender shall each include the other.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

VILLAGE OF SUSSEX

By: ________________________________
    Greg Goetz, Village President

Attest: ________________________________
        Casen Griffiths, Village Clerk

By: ________________________________

_________________, ____________
Application for Outdoor Establishment Permit or Outdoor Merchandise Display & Sales Permit

The permit shall be valid from April 1 through November 30 unless the Village Board approves alternative dates.

PERMIT FEE: $100.00

An outdoor establishment plan is required with the original permit application. (See attached page for a list of requirements.) All plans and original applications shall be reviewed and approved by the Village Board.

RENEWAL FEE: $75.00

The previously approved outdoor plan must remain unchanged for the permit to be renewed and the application and permit fee must be submitted prior to March 15. All renewals shall be approved by the Village Administrator.

BUSINESS INFORMATION

Name Sussex Beer Garden
Contact Name Chaz Hastings

Street
City ____________________________ State ____________
Email ___________________________

PROPERTY OWNER INFORMATION

Name Village of Sussex
Contact Name Chaz Hastings
Street N63W23713 Main St
City Sussex State WI
Email chaz@milwaukeestreettraders.com

PERMIT TYPE

Check One ☐ Outdoor Seating Permit ☐ Outdoor Merchandise Display & Sales

SIGNATURES

The applicant agrees to comply with Municipal Ordinances and with the conditions of the permit, understands that the issuance of the permit creates no legal liability, express or implied, on the Department or Municipality and certifies that all the above information is true and correct. I understand that all fees are non-refundable.

Signature of Applicant

Date 3/26/19

Signature of Property Owner

Date

Village of Sussex
Email: info@villagesussex.org
N64W23760 Main Street, Sussex WI 53089
Phone 262-246-5200 Fax 262-246-5222

For Office Use Only – PLU 120

New
Village Board Action: Approved Denied Date ____________ Permit # ____________

Renewal
Village Manager’s Approval __________________________ Date ____________
HORNE-MUDLITZ POST #6377
P.O. Box 402
Sussex, WI 53089

2nd request revised

April 17, 2019

RE: Sussex Memorial Day Parade – Monday, May 27, 2019

Sponsored by VFW Horne-Mudlitz Post #6377

Village of Sussex

Horne-Mudlitz VFW Post 637 will sponsor the annual Memorial Day Parade on Monday, May 27, 2019 at 1PM. This event marks the 73rd year of the VFW organization in the Village of Sussex.

We request to close the following parade route between the hours of 1 PM to 2PM. The parade will line up in the Village Hall parking lot. The parade will proceed out of the driveway going East on Main Street past Waukesha Avenue and turning South (before RR tracks) into the parking lot behind Rumors to the VFW back entry. Memorial Service will begin after the parade on VFW grounds.

A copy of this request has been sent to the Waukesha County Sheriff’s Department and the Waukesha County Highway Dept. Please verify if this is approved by the Village Board as soon as possible as we must let all parade participants know. If you have any questions, please feel free to contact me at 414-315-8469

Respectfully,

Gabe Kolesari
Commander
Horne-Mudlitz Post No. 6377
AN ORDINANCE TO REPEAL AND RECREATE SECTION 1.30 “MUNICIPAL COURT” OF THE VILLAGE OF SUSSEX MUNICIPAL CODE

WHEREAS, the Village of Sussex has initiated a code amendment to the Village of Sussex, Chapter 1 Section 30 Municipal Court; and

WHEREAS, the Village of Sussex intends for this code change in order to enter into a Successor Agreement for the Operation of the Lake Country Municipal Court a/k/a Municipal Court for Western Waukesha County, pursuant to Section 66.0301 Wis. Stats. and to be in compliance with Section 755.01(4) Wis. Stats. which requires that for the joint exercise of power for a joint municipal court, all cities, town and villages entering into an agreement must enact identical ordinance through the addition of the new members for the joint municipal court;

NOW THEREFORE BE IT ORDAINED by the Village Board of the Village of Sussex, Waukesha County, Wisconsin, that:

SECTION 1. Section 1.30(1) entitled “Municipal Court” is hereby repealed and recreated to read as follows:

(1) MUNICIPAL COURT CREATED. There is hereby created and established a Municipal Court under the provisions of Chapter 755 of the Wisconsin Statutes for the City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Town of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek (Contract Member), Town of Ixonia (Contract Member) and Town of Ottawa (Contract Member) and Town of Sullivan (Contract Member) or so many of those municipalities which enact an ordinance identical to the ordinance pursuant to Wis. Stat. §755.01(4).

SECTION 2. Section 1.30(2) entitled “Municipal Judge” is hereby repealed and recreated to read as follows:

(2) MUNICIPAL JUDGE. Such court shall be under the jurisdiction of and presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the following municipalities: City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Town of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia (Contract Member) or Town of Ottawa (Contract Member) or Town of Sullivan (Contract Member) those municipalities which enact an ordinance identical to this ordinance and enter into an agreement pursuant to Wis. Stat. §66.0301 for the joint exercise of the power granted under Wis. Stat. §755.01. Such Municipal Judge shall be
elected at large in the spring election for a term of four (4) years commencing on May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in Wis. Stat. §8.10 and selection at a primary election if such is held as provided in Wis. Stat. §8.11. The Village Board of the Village of Sussex shall provide for a primary election whenever three (3) or more candidates file nomination papers for such position of Municipal Judge as provided in Wis. Stat. §8.11(l)(a), and such primary election shall be held on the third Tuesday of February as provided in Wis. Stat. §5.02(22).

SECTION 3. Section 1.30(8) entitled “Fines and Forfeitures” is hereby repealed and recreated to read as follows:

(8) FINES AND FORFEITURES. The Municipal Judge may impose punishment and sentences as provided by Wis. Stat. §800.09 and as provided in the ordinances of the following municipalities: City of Oconomowoc, Village of Oconomowoc Lake, Village of Dausman, Town of Delafield, Village of Nashotah, Town of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Chapter 1 Page 16 11/13/2018 Ord. 843 Village of Johnson Creek, Town of Ixonia or Town of Ottawa or Town of Sullivan. All forfeitures, fees, penalty assessments, and costs shall be paid to the Treasurer of the municipality with which the case arose within 7 days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the Treasurer the title of the action, the offense for which a forfeiture was imposed, and the total amount of the forfeiture, fees, penalty assessments and cost, if any.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this 23rd day of April 2019

VILLAGE OF SUSSEX

______________________________

Greg Goetz, Village President
ATTEST:

Casen J. Griffiths, Clerk-Treasurer
AN ORDINANCE TO REPEAL AND RECREATE; SECTION 1.30 “MUNICIPAL COURT” OF THE VILLAGE OF SUSSEX MUNICIPAL CODE

WHEREAS, the Village of Sussex has initiated a code amendment to the Village of Sussex, Chapter 1 Section 30 Municipal Court; and

WHEREAS, the Village of Sussex intends for this code change in order to enter into a Successor Agreement for the Operation of the Lake Country Municipal Court a/k/a Municipal Court for Western Waukesha County, pursuant to Section 66.0301 Wis. Stats. and to be in compliance with Section 755.01(4) Wis. Stats. which requires that for the joint exercise of power for a joint municipal court, all cities, town and villages entering into an agreement must enact identical ordinance through the addition of the new members for the joint municipal court;

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All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in Wis. Stat. §8.10 and selection at a primary election if such is held as provided in Wis. Stat. §8.11. The Village Board of the Village of Sussex shall provide for a primary election whenever three (3) or more candidates file nomination papers for such position of Municipal Judge as provided in Wis. Stat. §8.11(1)(a), and such primary election shall be held on the third Tuesday of February as provided in Wis. Stat. §5.02(22).

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SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this 23rd day of April 2019

VILLAGE OF SUSSEX

Greg Goetz, Village President
ATTEST: _________________________________________

Casen J. Griffiths, Clerk-Treasurer