



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

**AGENDA
VILLAGE OF SUSSEX
PARK AND RECREATION BOARD
7:00 PM TUESDAY, MARCH 16, 2021
SUSSEX CIVIC CENTER – COMMUNITY ROOM 1ST FLOOR
N64W23760 MAIN STREET**

**THIS MEETING WILL BE HELD VIRTUALLY AND IN PERSON DUE TO THE ONGOING COVID-19 VIRUS
THIS MEETING CAN BE ACCESSED IN ONE OF THE FOLLOWING WAYS:**

- 1. BY CALLING 1 312-626-6799 AND ENTERING MEETING ID: 820 0312 9985;**
THE MEETING MATERIALS WILL BE AVAILABLE AT WWW.VILLAGESUSSEX.ORG
- 2. CLICKING THE FOLLOWING LINK: <https://us02web.zoom.us/j/82003129985>**

Pursuant to the requirements of Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Village of Sussex Park & Recreation Board, at which a quorum of the Village Board may attend virtually in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is virtually in attendance at the meeting: Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under any area where the public may comments or if the rules are suspended to allow them to do so.)

1. Roll call
2. Consideration and possible action on the minutes from the February 16, 2021 meeting.
3. Comments from Citizens Present
4. Discussion and possible action on the Fireworks Contract with Wolverine Fireworks Display, Inc.
5. Discussion and possible action on the Concession Stand Contract for Village Park
6. Discussion and possible action on market inquiries/applications
7. Discussion on Future Park Developments
 - a. Vista Run
 - b. Sledding Hill
 - c. Prides Crossing
8. Park & Recreation Director's Report
9. Topics for Future Agenda Items
10. Adjournment

Robert Fourness
Chairperson

Jeremy Smith
Village Administrator

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 the Village Clerk at 246-5200.



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

DISCLAIMER- THE FOLLOWING ARE DRAFT MINUTES FROM
THE SUSSEX PARK & RECREATION BOARD
AND ARE SUBJECT TO CHANGE UPON APPROVAL OF THE PARK & RECREATION BOARD

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

Minutes of the Park & Recreation Board meeting held on February 16, 2021.

1. Roll call

Members Present: Kelly Tetting, Nadine Coenen, Chairman Bob Fourness, Mike Waltz
Members Present Virtually: Chris Kostka

Members Excused: Chuck Vojtas, Trustee Ron Wells

Staff Present: Parks and Recreation Director, Halie Dobbeck; Administrative Services
Director, Sam Liebert

2. Meeting Minutes

A motion by Fourness; Seconded by Waltz to approve the minutes from the January 19,
2021 meeting as presented. Motion Carried 5-0

3. Comments from Citizens Present

None

4. Jr. Chargers Batting Cages Proposal

Joe Ruppel and Patrick Buchanan were present to represent the Jr. Chargers Baseball Club.

A motion by Waltz; Seconded by Coenen to approve the request of the Jr. Chargers to build
2 batting cages at Armory Park in between diamonds 1 and 2 pending a grade investigation
for proper drainage. Motion Carried 5-0

A motion by Waltz; Seconded by Tetting to recommend to Village Board the funding of the
cages, poles, netting, hardware, and L screens to not exceed \$10,000. Jr. Chargers Baseball
Club would be responsible for site investigation of drainage and responsible for presenting a
one-page report to staff of the location prior to construction. Staff discretion should be used
on location approval or change if necessary. Jr. Chargers would be responsible for the site
work, concrete, installation, and all other necessary components to complete the batting
cages as presented and donate to the Village upon completion.

Motion Carried 5-0

5. Lisbon Central Cemetery Lawn Services Contract

A motion by Waltz; Seconded by Fourness to recommend to Village Board approval of the
contract as presented. Motion Carried 5-0

6. 2020 Recap (Rentals, Funds, Contracts, etc.)

Dobbeck presented facility rental usage and revenue, as well as funds in the 10 year contracts with the Lions and SAS Club and Tree Preservation Funds.

7. Park & Recreation Director's Report

Dobbeck shared the following information:

Dog Park- The parking lots and entrance walks were constructed in fall. As soon as the weather allows they will begin installing entrance gates and perimeter fencing and completed all necessary turf restoration. They are targeting a Memorial Day grand opening.

Multisport Court Fencing needs to go to bid because of the estimated cost of the project.

Park Board recommended to Dobbeck to talk with the Pickleball Advisory Committee to get their input prior to going to bid.

Egg Drop and Story Hop – March 20, 9am-11am, 30 min time slots.

Pints in the Park voting at end of month. Voting for June and July locations (August Civic Center, September Village Park).

Day Camp registration opens March 1 and we are planning to operate at full capacity.

\$13,600 was transferred from Active Net to the Scholarship Funds from unclaimed credits.

Ron Wells arrived to the meeting at 7:58 p.m.

8. Topics for Future Agenda Items

Park Planning for Prides Crossing Park and Vista Run Subdivision

Fireworks Contract

Concession Stand Contract

9. Adjournment

A motion by Waltz; Seconded by Fourness to adjourn the meeting at 8:10 p.m.

Motion Carried 6-0

Respectfully Submitted,

Halie Dobbeck

Parks & Recreation Director

WOLVERINE FIREWORKS DISPLAY, INC.

205 W. Seidlers Road
Kawkawlin, Michigan 48631
Phone: (989) 662-0121
Fax: (989) 662-0122

WISCONSIN WAREHOUSE:

Phone: (262) 968-4178
Fax: (262)968-2254

CONTRACT

This contract entered into this 2nd day of March, 2021, 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: **July 4th, 2021** at: **9:20 pm**. In the event of inclement weather, the display will be rescheduled for the **next night July 5th, 2021** 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 upon signing of contract, no later than 90 days prior to display date. If the display is cancelled by sponsor after deposit is paid but prior to 30 days before the display, Sponsor will forfeit 25% of deposit. If display is cancelled by Sponsor 30 days prior to display or after, Sponsor will forfeit 100% of deposit.
5. The balance due shall be paid to Wolverine within 10 days following the display.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. This contract constitutes the entire agreement between the parties and shall be binding on the parties, their heirs, executors, administrators, successors, and assigns.
12. 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: w240N5765 Maple Ave
Sussex WI 53089

Phone: 262-246-5200 Office

Email: Halie Dobbeck
hdobbeck@villageofsussex.org

VILLAGE PARK CONCESSION STAND LEASE

This agreement is made between the Village of Sussex, a Wisconsin Municipality ("Lessor") and SBA Operations, LLC, owned by Samantha May ("Lessee") for the lease of the concession stand in Sussex Village Park, N63W24459 Main Street.

I. RENTAL TERM AND SERVICE FEE

- A. This lease shall be for a 3 year term commencing on the 1 day of May, 2021 and ending on the 15 day of October, 2023.
- B. The rental for the concession building and equipment shall be in the sum of \$20.00 per team registered to play during the season. Each yearly payment is due by the 1 day of May.
- C. All payments shall be made payable to the "Village of Sussex" and delivered to N64W23760 Main Street, Sussex WI 53089.
- D. Failure to pay the rental fee on or before the due date listed in this section shall subject the Lessee to a 1% per month penalty on the unpaid fee due.
- E. A refundable deposit of \$500.00 shall be paid to the Lessor prior to start of operation and shall be refunded within 30 days after the last day of operation in 2023. Deductions from this deposit are to be used only to pay any costs for damages done by the Lessee. An inspection of the entire premises will be made, after the term and any cleaning of the facility that may be required will also be subtracted from the deposit.

II. PURPOSE

- A. The purpose of this lease is to allow the Lessee to use said premises for the operation of a concession stand to provide food, soda, and if properly licensed, beer to the public patronizing the park.
- B. The concession stand operating hours are from 5:00 P.M. and not later than 11:00 P.M. five days per week from May 1 to October 15. The Lessee is not allowed to operate on July 4th.
- C. Lessee may open concession stand on other dates with approval from the Parks and Recreation Director, provided such operation does not conflict or interfere with other park functions and/or reservations.
- D. It is expressly understood that the Sussex Lions Club and Junior Chargers Baseball Organization are entitled to operate tournaments during the lease term and are entitled to full use and occupancy of the concession stand and all related equipment during said tournaments. Lessee shall be required to vacate the same during those periods including for Lions Daze that is typically the 2nd weekend of July and the Junior Chargers Tournament that is the 1st weekend in June (Friday, Saturday and Sunday) and the 3rd weekend of July (Friday, Saturday and Sunday). Exact dates will be provided upon request. The concession stand may be utilized by a community organization on July 4.
- E. The Lessee is specifically entitled to run up to five (5) softball, baseball, and/or volleyball tournaments during the lease term on five (5) different Saturdays and Sundays on dates to be approved by the Park and Recreation Board of the Village of Sussex when no other prior commitment has been made. The Lessee for each tournament must pay the standard reservation fee.

III. MAINTENANCE AND OPERATION

- A. Lessee shall be solely responsible for maintaining the concession stand equipment and the concession stand's immediate vicinity in good condition during the term of the agreement except as otherwise stated in this Agreement.
- B. Lessee agrees to be liable for all maintenance and repairs to the concession stand and agrees to assume responsibility for all damage occurred by neglect to plumbing, gas, water, steam sewage or other pipes, electrical wiring, any other electrical installations to other portions of the building or grounds or damage to any part of the physical structure of the property.
- C. If the Lessee wishes to make any permanent improvements or, additions to the concession stand, such request shall be made to Staff and is required to be reviewed and approved by the Village Board. The Lessee shall obtain from duly prescribed officials the permits and licenses necessary to operate a concession stand and sell food and beverages and shall operate only in compliance with all local, state and federal laws and all ordinances and other governmental regulations. Lessee agrees to keep on hand, at all times, a sufficient supply of all merchandise to adequately serve the public.
- D. Lessee agrees that they will maintain all premises in a manner consistent with, or demanded by, all health departments and pure food examiners, and also that the premises will at all times be kept open for the proper inspection by duly authorized representatives of the Village of Sussex or any other agency having jurisdiction thereto.
- E. Lessee agrees to employ competent persons to be in attendance on premises, and that at no time will there be less than one person constantly in charge of said premises.
- F. If a beer license is granted, Lessee will comply with all state and local laws and ordinances on liquor and the dispensing thereof.
- G. Lessee agrees that they will not allow trash to accumulate, in any form, on the concession stand premises or in the immediate vicinity of the concession stand for the entire contract period.
- H. Lessee must provide adequate garbage and recycling receptacles in the building and shall also be responsible for dumping of the same into provided dumpsters.
- I. Lessor shall be responsible for removal of such garbage and recycling materials from the dumpsters.
- J. Lessee agrees to be responsible for nightly cleaning the entire area around the concession stand premises.
- K. Lessee shall be responsible for any repairs equipment owned by them. The Lessor assumes responsibility for any repair and maintenance of equipment owned by the Lessor.
- L. Lessee agrees to be responsible for cleaning the restrooms contained in the concession stand after each day's events.
- M. Lessee agrees to clean and remove all owned equipment by the end of season. A prior walkthrough by Village Staff may be required. Any damages or lack of cleaning found may result in a loss of the Lessee's deposit as outlined in this agreement. Lessee is required to turn in key to the Village of Sussex.

IV. DAMAGE OR DESTRUCTION OF PREMISES

- A. If the premises are destroyed by fire, flood, casualty, war or any other natural disasters, then the agreement at the option of either party shall cease and come to an end.
- B. In the case of any partial damage caused by fire, flood, casualty, war or any other natural disaster, the Lessor may restore the premises to the previous condition and adjust a portion of the rent for the period that the concessionaire was not allowed the use of the premises, be refunded or not demanded by Lessor.

V. INDEMNIFICATION

- A. In consideration of this agreement executed hereunder, and in addition to, and not the exclusion or prejudice of, any provisions of this permit, or documents incorporated and/or reference herein, the Lessee agrees to indemnify and hold harmless the Village of Sussex and its former, present and future elected officials, employees, servants, agents, independent contractors and their respective heirs, successors, personal representatives, and shall defend the same from and against any and all loss, liability, interest, actions, damages, claims, lawsuits, liability and expense, including, without limitation, all legal, accounting, consulting, engineering expenses, to whomever owed and by whomever and whenever brought or maintained which may in any manner result from or arise in the course of, out of, as a result of, or in connection with the use of the Sussex Village Park or other facilities by the Lessee.
- B. In the event of any accident or disaster resulting from the concession stand operation in any form or manner, it shall be the direct responsibility of the Lessee who shall assume all such responsibility and any legal counsel necessitated by this agreement including any legal actions arising therefrom, shall be the responsibility of the Lessee and shall be paid for by the Lessee.
- C. In every case where the judgment is recovered against the Village of Sussex or its representatives referred to above, if notice and opportunity to defend has been given to Lessee of the pendency of the suit within ten (10) days after the Village has been served with the same, the judgment shall be conclusive upon the Lessee not only as to the amount of damages, but also as its liability to the Village.

VI. INSURANCE

- A. The Village shall not be liable to the Lessee, his agents, employees, servants, customers, visitors, guests or to any person who may be damaged or injured including, through or out of Lessee's right to use and improve the premises as herein provided.
- B. Not by way of limitation, loss of life or damage to property by reason or arising by, the Lessee shall maintain in force at all times during the terms hereof, a policy of public liability insurance insuring itself and the Village of Sussex against injury to property, person or loss of life arising out of the use and occupancy of the premises within the limits of at least \$1,000,000 per occurrence and the Lessee shall furnish to the Village, as may be requested from time to time, a certificate of said insurance.

VII. COVENANTS OF LESSEE

- A. Lessee agrees to and his agents or employees shall at all time comply with all rules and regulations adopted by the Lessor. Lessee agrees that he will, at his own expense, repair all damage or injury to the property of the Village of Sussex if such damage is caused by the Lessee, his agents or employees.

VIII. ASSIGNMENT OF SUBLETTING

- A. Lessee shall not, without written consent of the Lessor sublet the premises of any part thereof, nor assign, hypothecate or mortgage the agreement.

IX. VILLAGE'S RIGHT OF ENTRY

- A. Those persons representing the Lessor or their agent or independent contractor reserve their right, exercisable at any reasonable time during the term hereof, or extension thereof, to enter the premises for the purpose of making repairs which are the Village's responsibility or inspecting the premises.

X. FIXTURES

- A. Any fixtures installed by Lessee becomes the property of Lessor at the end of the lease term. This agreement shall be effective May 1, 2021 through October 15, 2023. The agreement may be amended, at any time, by mutual agreement of both parties, and that agreement is in writing.

Dated this _____ day of _____, 2021.

SBA Operations LLC

Signature

Owner, Samantha May

Village of Sussex

Anthony LeDonne, Village President

Attest: _____

Caren Brustmann, Deputy Clerk



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

MEMORANDUM

To: Park and Recreation Board
From: Halie Dobbeck, Parks and Recreation Director
Re: Market Inquiries
Date: March 11, 2021

The Sussex Fresh Market has not been responsive to my phone calls or emails regarding a farmers market this summer at the Civic Center. The last winter market, which is coordinated by this same group, is scheduled for March 21, 2021. There has been recent interest by two different entities/individuals in taking over the Sussex Market. Village staff is looking for direction on how to proceed.

All three options would likely include the request for the following assistance from the Village:

- To extend the existing fee structure of no charge for summer market plaza space and \$125 per market for the winter market. These fees were initially established for a non-profit market.
- To promote the market through print and social media venues as available.
- To place a banner on the front of the Civic Center fence promoting the market.
- Exemption of the Village of Sussex Food Truck Policy, which can be done "...as allowed by the Park and Recreation Department for the Farmers Market and Special Events".

Option 1

Linda Saladin, who was an original coordinator of the market when it first opened in 2015, has approached the Village with an interest in revitalizing the original winter and summer markets. These markets were an extension of the Friends of Parks and Recreation Group. After time away from the market, the market board members wish to bring back the market in its original form. Ms. Saladin has expressed that they would like to start with the Winter Market in the fall to allow for ample time to assemble the market. Ms. Saladin is looking for the Park Board's approval to proceed in this venture in order to implement planning for the Winter Market 2021-2022 and Farmers Market 2022.

Option 2

Gabe Kolesari of *Polar Bear Kitchen* has approached the Village with an interest in running a Community Market this summer. Intended start date is June 20, 2021. Mr.

Kolesari is requesting the use of the Civic Center Plaza to run a weekly Market on Sundays from 9am-1pm. Gabe has expressed interest in potentially starting a Winter Market as well. Mr. Kolesari's proposal is to operate a for-profit market with donations to the community.

Mr. Kolesari's specific requests of the Village are:

- To close the entrance of the Civic Center to allow for vendors along the East entryway by SOS. All traffic would need to occur off of Elm St. during this time. The closure of this entrance could present challenges for other Civic Center rentals and other Civic Center users such as SOS or the Historical Society.

Option 3

Village staff can continue pursuing the current market hosts (Sussex Fresh Market), which is led by Jonathan Martin. Jonathan now lives in California, which does present some challenges in coordination and communication.

Option 4

Not allowing any markets to operate with potential for reconsideration at a future date/time possibly through an official application and selection process.

Policy Questions

1. Which option does the Park Board wish to pursue?
2. Does the Park Board support continuing the same level of assistance as provided in the past and summarized in the introduction of this memo? The Park Board may wish to consider different assistance for non-profit entities versus for-profit entities.
 - a. Should the board extend the same non-profit market rate to a for-profit market?
 - b. Should the board allow promotion of a personal business on the Civic Center fence and in print and online materials? The Village has not allowed this type of promotion in the past aside from businesses listed as sponsors.
 - c. Does the board feel that the market outlined in Option 2 falls into the spirit of a "Farmers Market" and thus aligns with the exemption in the Food Truck policy?
3. Option 2 Only: Should the board allow the closure of the entrance of the Civic Center during the market dates?

Community Market

Operation Plan

Gabe Kolesari

& The Polar Bear Kitchen, LLC.

Organization Background

The Polar Bear Kitchen is a local company making its own products. We have been part of many events and planning on keeping the market in Sussex. We have a good background in running events and planning events. The company and people organizing the market all are local to the Sussex community. We will be asking for help from local organizations when needed.

Requested Village Involvement

Community Market is looking to sponsor the re-creation of a market in Sussex, due to the recent, lack of continuation from the current provider.

We are asking the village for use of the front area of the Civic Center and back parking lot for more vendors, on a weekly basis during the market, along with indoor Gym space throughout the winter market, including restrooms.

We understand liability concerns with this, and we are prepared to provide property deposits and Certificates of Insurance.

We have read what was provided with the last two markets for cost and would like the Village to consider the same arrangements. The outdoor market would be provided for free and we would have a fee for the indoor market.

While not required or pertinent to the success of our market, we'd appreciate the village to publish information on the market in the normal community publications, throughout their website and throughout their social media.

Operations

The proposed outdoor market will take place weekly on Sunday's 9:30 am to 1 pm, June through September, with the indoor market being January through April.

Vendor Fees:

Outdoor Market

Daily	If available		\$35 per space
Sunday Market	June 15th – September 19		\$175 per space
Food Truck Daily	If available		\$75/space
Food Truck	June 15th-Sept 19		\$250/space

Indoor Market TBD

The Community Market staff along with local organization volunteers will help run the market on open days. The staff will be responsible for setting up space, teardown & cleanup, along with security/operations during the event. The Community Market will require certificates of general liability insurance from each vendor, also listing the Village of Sussex, Community Market, and The Polar Bear Kitchen as a named insured to ensure that liability does not transfer to the village nor us. We are requiring that each vendor has the appropriate, applicable licenses, and complies with all health department requirements.

The market will have a set of rules or code of conduct that we develop alongside the Village of Sussex to ensure the safety of our guests, and of village property. Community Market staff/volunteers will use 2-way radios for communication.

The community market will be ran by The Polar Bear Kitchen. We will be donating to local non-profit organizations during the event when it is running. These donations will be made after our expenses for the month are completed.

Marketing Plan

Marketing this event will be a key to have this be successful. A website along with social media marketing will be used. We will have signs for the day of the event and encourage local community involvement in helping with the marketing. If possible we would ask that the market calendar be shared by the Village of Sussex in the Courier and social media sites.

COVID Plan-of-Action

We understand that during these times, the safety of both our guests, our staff, and the village needs to be of the highest priority. Modeling our COVID plan off Wisconsin Department of Health Services recommendations, we'll institute the following policies...

- No seating provided, ensuring a moving market – get in and out.
- Food samples can be provided as long as they are in individual sealed containers. Gloves must be used
- Vendors must disperse/dispense items directly to the customer, without allowing for the customer to have contact with the bulk of the items.
- Tables/booths will be physically placed 6+ ft. apart
- Hand sanitizers will be provided/required at each booth
- Masks will be heavily encouraged and provided if financially feasible

Thank you for your interest in the Community Market. We are very excited about the 2021 season.

All the Vendor information that you need is on the following pages. Please read through our Vendor packet carefully. If you have any questions or concerns, please do not hesitate to contact me.

I look forward to working with you at our market.

Gabe Kolesari, Market Manager Phone # 262-314-8011

Community Market 2021 Policies, Rules & Regulations

Purpose of the Community Market is to provide fresh, local, wholesome goods and services directly from our Vendors to Sussex and the surrounding communities.

- **Sundays 9:30 AM – 1:00 PM**, June 15th- September 19 (no market on the following days July 4th, 11th August 15th will be able to attend the Village of Sussex event for a fee)
- Located at the Sussex Village Civic Center

Prohibited Items for Sale

- There will be no rummage, second-hand, or flea-market-type items sold at market.
- There will be no reselling of wholesale purchased items allowed unless authorized (*direct rep sales*).
- No Vendor shall engage in solicitation, political or religious activities at the market.
- The Community Market reserves the right to deny the sale of any item on a Vendor's product list to maintain the integrity of items found at the market and to avoid product saturation at the market.

Vendor Policies & Regulations

Vendor quality is important to us and we are committed to providing a exceptional **market** experience. To help ensure this quality, vendors are required to approve and abide by the following policies or face consequences as listed in the "Procedural Violations" section.

- Except for **severe weather conditions**, Vendors are expected to be present on all market days, barring any personal emergencies, in order to receive an application for 2022.
- Vendors agree to arrive on time and be set-up and in place by 9:30 am. Vendor spaces that are unoccupied at 8:30 am will be forfeited and the market manager will have the right to sell your space for the day.
- Vendor space rental is non-transferrable by the vendor.
- Vendors agree to sell for the entire market day and are required to stay to represent their business, even if sold out.
- All vendors will be neat, clean, and suitable dressed.
- Vendors are required to professionally represent their product and treat the public and fellow Vendors in a courteous and appropriate manner.
- Product pricing must be clearly marked on the item or on signage. This is a Wisconsin State Law.
- Vendors will not use "hawking" practices to lure patrons to their stall.
- Vendors are to leave their site clean when leaving the market, which includes removing containers, waste and trimmings. Garbage receptacles at the market are for customer use only.

Notification of an absence must be reported to the Market Manager by 12:00 pm the day before the market

Email communitymarket53089@gmail.com | Phone or Text 262-314-8011

Vendor Space Assignments & Set-Up

- Vendor spaces are assigned on a first come, first served basis every year. Vendors are not guaranteed the same location as assigned in prior years.
- There will be a limited number of spaces with electricity. These spaces will be available to full season vendors on a first come, first served basis at an additional cost.

N66W24468 Champeny Rd. Sussex, WI 53089 • communitymarket53089@gmail.com

- Vendor space assignments will not normally be changed during the market season. However, the manager reserves the right to move Vendors and make changes when necessary.
- In the event a Vendor space is not occupied for two weeks in a row, the manager reserves the right to rent that space to another Vendor for the season.
- Vendors may start arriving for set up at 7:30am. Vendors must be in place by 8:30 am, with vehicles moved.
- Vendor space perimeter must be respected. Vendors may not block patron's view of neighboring Vendors or encroach upon areas assigned to other Vendors.
- Vendors must furnish their own tables, chairs, and tents.
- Tents, tables, displays and the Vendor's set up must not extend past the Vendor space allotted (stall lines).
- Tents must be secured at each corner of tent with weights, at all times.
- Vendor space sizes are: One 10 feet by 10 feet space.
- No driving on the grass or front area of Community Center.
- There will be NO refunds given for rain days or absences.
- There will be NO refunds given after the season starts, no exceptions.

Vendor Parking

- Please park in the rear of the Sussex Village Civic Center

Vendor Space Rental Rates

Daily	If available		\$35 each space
Sunday Market	June 15th– September 19		\$175 each space
Food Truck Daily	If available		\$75/space
Food Truck	June 15th-Sept 19		\$250/space

Vendor Licenses, Permits, Insurance

All Vendors are responsible for obtaining all licenses or permits required for the sale of his/her product to the public. Copies of such licenses or permits must be submitted with Vendor application. When applicable, the Vendor shall submit copies of licenses or permit renewals.

- Non-Food Items: Vendors must include a copy of their Wisconsin Seller's Permit. Contact the Wisconsin Department of Revenue at (608) 266-2776 for more information about Seller's Permits.
- Baked or Canned Goods: A valid Wisconsin Food Processing License may be required for Vendors selling baked or canned goods. Questions regarding local and state permits can be directed to Raymond Stigler, State Food and Safety inspector (262) 939-2861.
- Information on contents of each baked item must be available to customers
- Eggs: Vendors selling eggs must have a valid Wisconsin Department of Agriculture Retail License (Egg Endorsement Form).
- Meats: Vendors selling meats must have a valid Wisconsin Department of Agriculture Official Meat Establishment License.
- Dairy: Vendors selling dairy must have a valid Wisconsin Department of Agriculture Dairy License.
- Vendors selling food items processed on site such as egg rolls and/or cutting samples such as cheese, fruits and vegetable on site must have Wisconsin Temporary Restaurant license for on-site processing. Questions regarding State permits can be directed to Raymond Stigler, State Food Inspector, 262-939-2861
- All products must be sold by legal weight and measures. Vendors are responsible for having their scales certified for compliance.
- A current valid copy of any/all required licenses must be on file with the Community Market prior to selling at the market. NO EXCEPTIONS, this is a State requirement.
- A copy of all required licenses should be in your booth at all times.
- Vendors are required to provide a Certificate of Liability Insurance.
- Vendors are required to comply with all Federal, State and/or local laws and regulations.

Food Safety

- Items must be kept safe from spoilage which would include putting perishable items on ice.

- Gloves must be worn by anyone handling food processed on site for consumption.
- All produce, dairy, meats, bakery and poultry sold at the market must be displayed and sold in a manner which prevents contamination. These items are not to be exposed to the open air without proper protections.
- Due to COVID if providing samples, they must be pre-packaged containers.

Restrooms

- Located in Sussex Village Civic Center
-

Procedural Violations

- The Market Manager will give verbal warning and/or written notification of any violation of the above rules to the Vendor upon the first violation. If written notification is given, the Vendor shall be requested to sign a copy of the letter to indicate his/her understanding of the regulations and willingness to correct them. If the Vendor returns the signed copy as required and thereafter complies with the Farmers Market Rules and Regulations, no further action will be taken.
- For an immediately correctable violation, such as exceeding rented stall width, violators will be given verbal warning for the offense and requesting compliance with Community Market rules. The Market Manager shall record the issuance of each warning. If the problem is not corrected in a reasonable time, the Market Manager will issue a written warning.
- Vendors are responsible for the actions of its employees and/or shared renter. It is your responsibility to share these rules with anyone else that will be in your rented space.

COMMUNITY MARKET VENDOR APPLICATION and Acceptance of Policies, Rules & Regulations

I have read and agree to abide by the Policies, Rules & Regulations of the Community Market.

PRINT NAME _____ Signed _____ Dated _____

Name of Business Contact Person

(_____) _____
Phone Email

Street Address City State Zip

Do you accept:
Credit Cards [] Yes [] No

Business website address Business Facebook page address

Emergency contact name and phone

Please list ALL items you will sell at the market (Produce and Non-produce)

Please provide a 1-2 sentence descriptive summary of what you will be offering/selling at the market which we will use to describe your business on our Facebook page and website.

Electricity Option

A limited number of booth spaces are available with access to electricity, and they will only be available to full season:

- Yes, I require access to electricity to be a Vendor at the market.
- Yes, I would prefer to have access to electricity at the market, but could still be a Vendor without electricity.
- No, I am not requesting access to electricity at the market.

Vendor Space Rental

Market Day	Season	Cost per Booth Space	Electricity Requested (\$25)	# of Spaces	Total Amount Due
Sunday	June 15th – Sept 19	\$175/space			\$
Daily	If available	\$35/space			\$
Food Truck Daily	If available	\$75/space			\$
Food Truck	June 15th-Sept 19	\$250/space			\$

* Check (\$25 returned check fee)

Total: \$ _____

Hold Harmless Agreement

By signing application form, the Vendor shall waive and relinquish any and all claims of the Vendor that might result in any manner against the Community Market (a project of The Polar Bear Kitchen, its agents, officers, directors, employees and authorized volunteers (“released parties”), except for claims arising from acts caused by misconduct of released party acting within the scope of that party’s employment. Further, the Vendor agrees to indemnify and hold the released parties harmless from and against any and all legal actions, claims, damages, losses or expenses, including but not limited to claims for personal injury, disease or death, injury to or destruction of property and attorney fees and court costs incurred or to be incurred in defending actions brought against the released parties, associated with the acts or omissions of the Vendor and any of its employees, agents or volunteers occurring in connection with the Community Market, or for claims brought by any of the Vendor’s employees, agents or volunteers against the released parties, except with respect to claims for acts caused by the willful misconduct of a released party acting within the scope of that released party’s employment or authority.

I have read and agree to abide by the Policies, Rules & Regulations of the Community Market and am submitting my Vendor application for consideration. (Applications not signed will not be considered).

PRINT NAME _____ Signed _____ Dated _____

1. Return the completed and signed Application, copy of all Licenses & Permits, and a photocopy of Liability Insurance
2. Return via mail or email to the address below for approval.
2. All Vendors are subject to approval and will receive an Approval Confirmation via email.
3. Once Vendors receive the official Approval email, payment can be mailed in to secure your booth space.
4. Make checks payable to Community Market and mail to:
Community Market %Gabe Kolesari, N66W24468 Champeny Rd, Sussex, WI 53089
5. No refunds will be given once the season starts, including for severe weather conditions.

Please return the following items by no later than May 15, 2021 to Gabe Kolesari, Market Manager

- ✓ Completed and Signed Community Market Vendor Application
- ✓ Copy of all Licenses and Permits as outlined in Policies, Rules & Regulations
- ✓ Certificate of Liability Insurance

FOR OFFICE USE ONLY

Date Rec'd	Date Approval Sent	Date Pymt Rec'd	Amount Rec'd	Cash	Check	Electric?	Booth Numbers

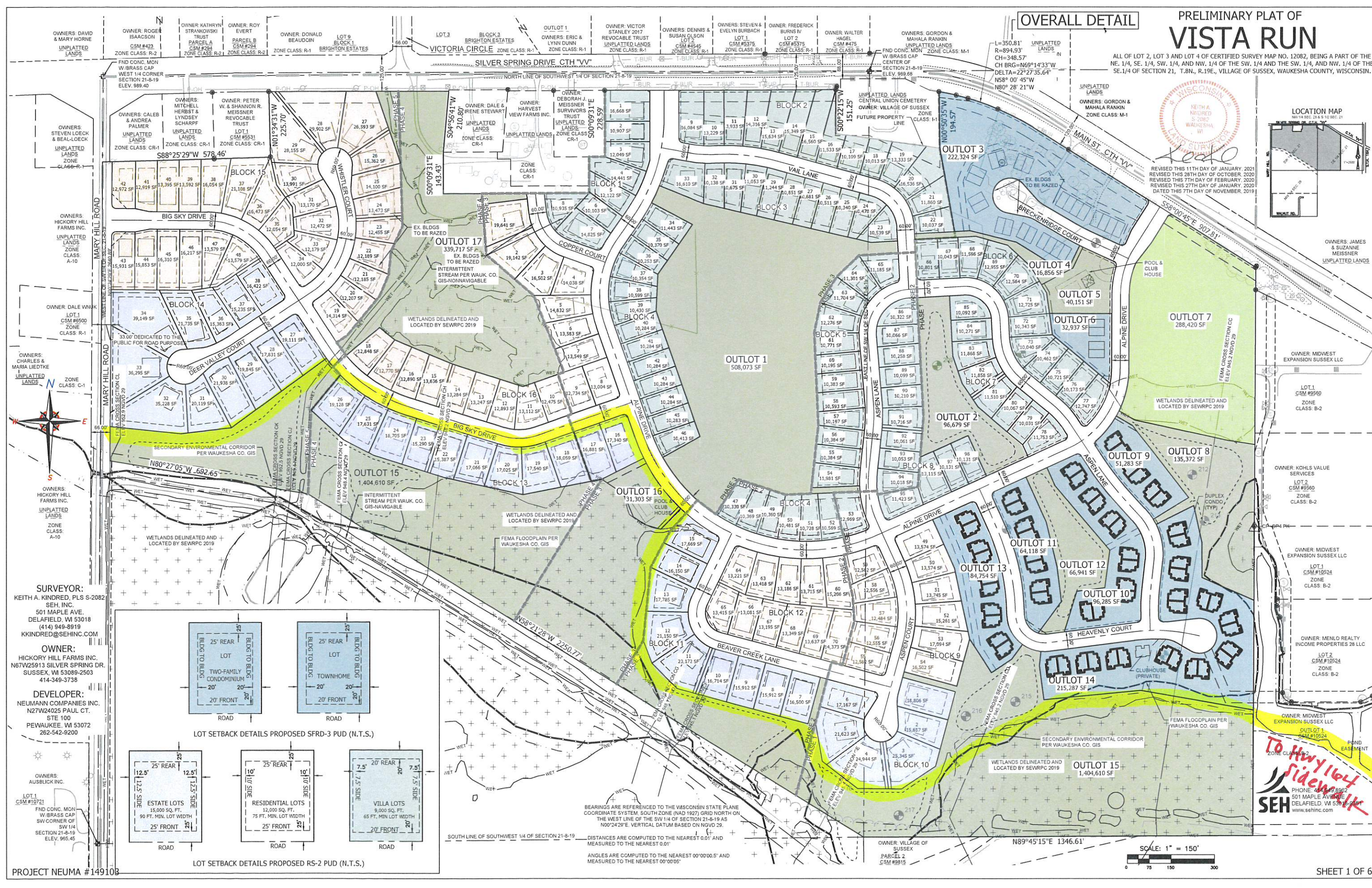
PRELIMINARY PLAT OF VISTA RUN

ALL OF LOT 2, LOT 3 AND LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4, SE. 1/4, SW. 1/4, AND NW. 1/4 OF THE SW. 1/4 AND THE SW. 1/4, AND NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

OVERALL DETAIL



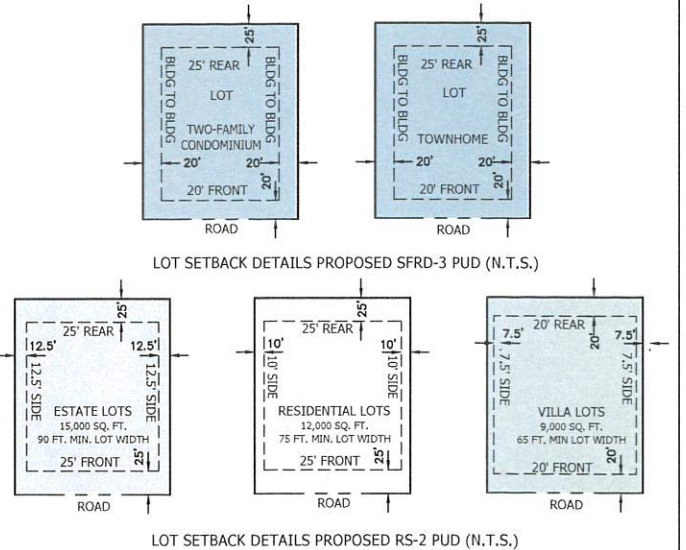
REVISED THIS 11TH DAY OF JANUARY, 2021
 REVISED THIS 28TH DAY OF OCTOBER, 2020
 REVISED THIS 7TH DAY OF JANUARY, 2020
 REVISED THIS 27TH DAY OF JANUARY, 2020
 DATED THIS 7TH DAY OF NOVEMBER, 2019



SURVEYOR:
 KEITH A. KINDRED, PLS S-2082
 SEH, INC.
 501 MAPLE AVE.
 DELAFIELD, WI 53018
 (414) 949-8919
 KKINDRED@SEHINC.COM

OWNER:
 HICKORY HILL FARMS INC.
 N67W25913 SILVER SPRING DR.
 SUSSEX, WI 53089-2503
 414-349-3738

DEVELOPER:
 NEUMANN COMPANIES INC.
 N27W24025 PAUL CT.
 STE 100
 PEWAUKEE, WI 53072
 262-542-9200



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1983) GRID NORTH ON THE WEST LINE OF THE SW 1/4 OF SECTION 21-8-19 AS N00°24'29"E. VERTICAL DATUM BASED ON NGVD 29.

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'

ANGLES ARE COMPUTED TO THE NEAREST 00'00.00" AND MEASURED TO THE NEAREST 00'00.00"

SCALE: 1" = 150'

TO Hwy 164 Sidewalk
 SEH
 PHONE: 414-949-8962
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9961
 www.sehinc.com

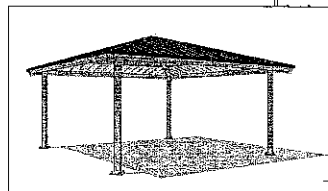
SILVER SPRING DRIVE

ENTRY SIGN
PARKING LOT
(10 STALLS)

NO MOW

INFORMATIONAL
SIGNAGE

OVERFLOW
PARALLEL
PARKING



SHELTER
NO MOW

LOWER FLAT AREA

NO MOW

MOWED PATH
(SUMMER MONTHS)

WALK UP

DECEL ZONE

10%

NO MOW

12%

RELOCATE
POWER POLE

15%
SLED ZONE

WALK UP

20%

NO MOW

25%

20%

15%

UPPER PLATEAU

FENCE

SEASONAL FENCE
(BY VILLAGE)

INFORMATIONAL SIGNAGE



Acer rubrum 'October Glory'
(1) AGE: 6/0
B + B



Picea omorika
(1) PIC: 0/0
6'



Taxus cuspidata 'Adams'
(1) TAX: 1/1
5'



Picea glauca 'Denata'
(1) PIC: 1/1
B + B

(1) AGE: 6/0
B + B

(1) PIC: DEN
B + B

(1) PIC: 0/0
6'

(1) TAX: 1/1
5'

(1) PIC: DEN
B + B

(1) PIC: 0/0
6'

(1) PIC: DES
B + B

(1) TAX: 1/1
5'

(1) TAX: 1/1
5'

(1) PIC: DEN
B + B

(1) PIC: 0/0
6'

(1) AGE: 6/0
B + B

(1) TAX: 1/1
5'

(1) AGE: 6/0
B + B

(1) PIC: DEN
B + B

(1) PIC: 0/0
6'

(1) PIC: DES
4-10'

EXISTING
VEGETATION

TEMPORARY FENCE
(BY VILLAGE)

