



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

AGENDA
VILLAGE BOARD
VILLAGE OF SUSSEX
6:00 PM - TUESDAY, MARCH 23, 2021
SUSSEX CIVIC CAMPUS – BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes from the Village Board meetings held on March 9, 2021.
4. Communications and Public Hearing(s)
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions.
 1. Municipal Court Update - Municipal Judge Timothy T. Kay
 2. Consideration and possible action on April Fair Housing Month Proclamation
 - B. Public Hearings
 1. On an Ordinance to Repeal and Recreate Sub-Section 17.0704 A. 2. Regarding Accessory Use and Structure Regulations of the Village of Sussex Code.
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 on the Fireworks Contract with Wolverine Fireworks Display, Inc.
 2. Recommendation on the Concession Stand Contract for Village Park
 3. Recommendation on farmers market applications

- 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.
 - 1. Recommendation and possible action on an Ordinance 875 to Repeal and Recreate Sub-Section 17.0704 A. 2. Regarding Accessory Use and Structure Regulations of the Village of Sussex Code.
 - 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 meetings.
 - 7. Comments from citizens present.
 - 8. Old Business.
 - 9. New Business.
 - A. Consideration and possible action on agreement with Waukesha County for services provided for COVID-19 vaccination clinic and reimbursement for the same.
 - 10. Consideration and possible action on resignations and appointments.
 - A. Consideration of Trustee Appointment to the Plan Commission
 - 11. Adjournment

Anthony LeDonne
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 attend 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 the Village Clerk at 262-246-5200.

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

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Village Board Meeting of
March 9, 2021**

1. Roll Call

The meeting was called to order by President LeDonne at 6:00 pm.

Members present: Greg Zoellick, Lee Uecker, President Anthony LeDonne, Ron Wells, Michael Bartzen, Scott Adkins and Wendy Stallings.

Members excused: None.

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

2. Pledge of Allegiance

President LeDonne led the pledge of allegiance.

3. Meeting Minutes

Motion by Bartzen, seconded by Stallings to approve the February 23, 2021 Village Board meeting minutes.

Motion carried 7-0

4. Communications and Public Hearings

A. Village President Report

President LeDonne reported that on Tuesday, March 16, the Senior Citizens Advisory Committee meets at 4:00 pm in the Civic Center Committee Room, the Community Development Authority meets at 5:30 pm in the Civic Center Board Room, the Plan Commission meets at 6:30 pm in the Civic Center Board Room and Parks & Recreation Board meets at 7:00 pm in the Community Room. On Wednesday, March 17, the Pauline Haass Public Library Board meets at 4:00 pm via teleconference (Zoom). Saturday, March 20, the Egg Drop & Story Hop event takes place from 9:00 to 11:00 am at The Grove at Village Park.

5. Committee Reports

A. Finance and Personnel Committee

1. Motion by Bartzen, seconded by Uecker to approval of the February Check Register and P-card Statement in the amount of \$5,754,788.54. Motion carried 7-0

2. Motion by Bartzen, seconded by Zoellick to approve of the February Check Register and P-card Statement in the amount of \$5,754,788.54. Motion carried 6-0

LeDonne abstained.

3. Motion by Bartzen, seconded by Wells to approve of a Temporary Class "B" retail license for the Optimist Club of Sussex-Lisbon-Lannon and Butler for the July 4th Celebration, in Sussex Village Park, N63W24459 Main Street, July 4, 2021, Agent: Diane Matuszak, subject to standard conditions of liquor license approval. Motion carried 7-0

B. Public Works Committee

1. Motion by Adkins, seconded by Bartzen to approve of bills for payment in the amount of \$53,416.48

Motion carried 7-0

2. Motion by Adkins, seconded by Uecker to approve of the West Loop Connection water-main extension per the Developer's Agreement for Woodland Preserve and Woodland Trails Development and that the Village agree to the

price not to exceed \$297,200 for the water main plus the inspection costs.

Motion carried 7-0

3. Motion by Adkins, seconded by Bartzen to approve of Resolution 21-05 Closing Roads for various special events.

Motion carried 7-0

4. Motion by Adkins, seconded by Stallings to approve of the request by the Lion's Club to utilize Village equipment for Lions Daze and approval of their application permit to close Main Street for Lions Daze parade on July 11, 2021 from 9:00 am to 12:00 pm.

Motion carried 7-0

6. Staff Reports

Mrs. McElroy-Anderson stated that staff ran a successful trial run of recording meetings, including tonight's meeting. We plan to upload and roll out the videos on the website soon. The activity guide and courier will be a combined publication again this year. It should be hitting mailboxes in mid to late March.

Mr. Smith stated that the village and several developers and communities will be sitting down soon to discuss the Builder's Bill of Rights and possible changes that could be made. We are currently working on a developer's agreement and TIF for the Brown Farm property. The egg drop event is sold out and we're excited by the community's energy to attend this event. I met today with Lannon Stone and they're working on a new sliding hill that they will donate and dedicate to the village. It won't be ready until the winter of 2022-2023. There will be about 20 parking spaces as well as a restroom and shelter. In the summer it would be used as a hiking trail.

Mr. Macy stated League of Wisconsin Municipalities is asking their members to support a shared-revenue resolution. The American Rescue Plan has been adopted and there is \$65 billion in the bill for local municipalities. The Supreme Court has refused to hear a case about 'Dark Stores' and this is good news for municipalities.

Mr. Liebert stated that the Egg Drop and Story Hop is Saturday, March 20. We are still looking for volunteers. Tuesday, March 23 we will be doing the Big Egg Hunt again in the Parks, details will be released on social media. Tuesday the 23 is also the first day of in-person absentee voting.

7. Comments from Citizens Present

No one was present who wished to be heard.

8. Old Business

1. Motion by LeDonne, seconded by Adkins to approve of Ordinance 874, approving the direct annexation of property located at N55W25299 Richmond Road, Tax Key No. LSBT0273998 within the Town of Lisbon to the Village of Sussex.

A roll call vote was taken:

Adkins – Aye
Uecker – Aye
Stallings – Aye
Zoellick – Aye
Wells – Aye
Bartzen- Aye
LeDonne – Aye

The motion carried 7-0.

9. New Business

There was no new business to discuss.

10. Consideration on resignation and appointments

10.A. Motion by LeDonne, seconded by Zoellick to appoint Trustee Greg Zoellick to the Plan Commission.

A roll call vote was taken:

Adkins – Nay
Uecker – Nay
Stallings – Nay

Zoellick – Aye
Wells – Aye
Bartzen- Nay
LeDonne – Aye

The motion failed 3-4, due to a super majority of 2/3 of the board not in agreement. Per Village Ordinance, Village Board members appointed to the Plan Commission require a 2/3 vote for approval.

11. Adjournment

Motion by LeDonne, seconded by Bartzen to convene into executive session under Wis. Stats. 19.85(1)(g) when conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved with respect to the lawsuit with the Wisconsin Builders Association and the request from Carl Tomich to amend the Developer’s Agreement for Hidden Hills Subdivision to reduce the warranty period.

A roll call vote was taken:

Adkins – Aye
Uecker – Aye
Stallings – Aye
Zoellick – Aye
Wells – Aye
Bartzen- Aye
LeDonne – Aye

The motion carried 7-0.

The Village Board entered into Closed Executive Session at 6:27 pm.

The Village Board went back into Open Session at 7:14 pm.

12. Consideration and possible action on an Amendment to the Developer’s Agreement for Hidden Hills Subdivision

Motion by LeDonne, seconded by Uecker to approve the Amendment to the Developer’s Agreement for Hidden Hills Subdivision to reduce the warranty period. Motion carried 7-0

13. Adjournment

Motion by LeDonne, seconded by Stallings to adjourn at 7:15 pm. Motion carried 7-0

Respectfully submitted,

Samuel E. Liebert
Administrative Services Director, Village Clerk/Treasurer



Honorable Timothy T. Kay

LAKE COUNTRY MUNICIPAL COURT

630 E. Wisconsin Avenue
Oconomowoc, WI 53066
Tel: 262-569-0920

www.lcmunict.com

Clerk Theresa Berlin
clerk@lcmunict.org

Deputy Clerk
deputyclerk@lcmunict.com

February 26, 2021

TO: MAYOR, CHAIRS, PRESIDENTS and
LAKE COUNTRY MUNICIPAL COURT MUNICIPALITIES

Re: LAKE COUNTRY MUNICIPAL COURT
ANNUAL STATE OF THE COURT 2020

Dear Sir / Madam:

I would like to take this opportunity to provide your Municipality with this Annual State of the Court for our Lake Country Municipal Court for the Year 2020 in Review. We remain the largest joint Municipal Court in the State of Wisconsin.

Several municipalities have requested that the Judge appear before their Boards to provide an annual update. I enjoy the opportunity to appear before your Board. I would appreciate if your Clerk could contact my Chief Clerk, Terri Berlin, or a member of her staff, at 262 569 0920, or my Office Administrator, Kit Allen, at 262 784 7110 in order to expedite matters. If you do not believe that you need for me to appear before your Board, you can simply re-print copies of this correspondence and provide the copies to your Trustees, Supervisors or Alderman.

Once again, I am pleased to report that by all accounts, Lake Country Municipal Court is running smoothly and efficiently.

1. LCMC BUDGET.

The Budget was approved at the Annual Administrative Committee meeting on November 19, 2020. This was a difficult year due to significant Court closures from the COVID-19 pandemic. Additionally, we had moving expenses and capital expenses. For this year, we were under budget by \$45,715.95 in revenue. We were projected to have a revenue loss of \$17,000.00 as set forth in last year's budget. Therefore, the difference of \$28,000.00 was

Honorable Timothy T. Kay proudly serving the following municipalities:

*City of Oconomowoc, Town of Delafield, Town of Erin, Town of Ixonia, Town of Lisbon, Town of Merton,
Town of Oconomowoc, Town of Ottawa, Town of Sullivan, Village of Chenequa, Village of Dousman,
Village of Hartland, Village of Johnson Creek, Village of Lac La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex*

actually due to COVID related matters. However, there is some good news. Based upon the 2019 audit, the Court actually ended up with a surplus of \$36,872.00, which will help to offset this year's impact from COVID. Additionally, because of COVID, we were able to apply through many municipalities in order to obtain reimbursement from county programs based upon the "Road To Recovery" Program. Several municipalities participated and those funds were then forwarded to our Municipal Court, under that program. Chief Hartert, from Village of Summit, played a major role in procuring those applications, grants, and funds. We received approximately \$800.00 from this program.

2. NEW COURTHOUSE

The new courtroom and facilities are simply marvelous. We moved in November and held an Open House in conjunction with the City of Oconomowoc. If you have not had the opportunity to view our new facilities, please contact myself or my Clerks, we would be more than happy to show you around. The courtroom and bench are very impressive. We have completed decorating the courtroom by adding our flags. I now have an office / chambers, so that I can conduct my official municipal court work. My chambers also double as a pretrial conference room during Court wherein we conduct our juvenile hearings in private, as required by the state statutes. The clerks have excellent state-of-the-art workspaces and office equipment. We also have a wonderful new break room -- which is a first for us. We could not be more pleased with the completion of the new facilities, which complement the City Police Administration. In our move to the new facility, we worked closely with the Operations Committee, as well as a Long-Range Planning Committee, consisting of Atty. Bill Chapman, Larry Krause, Maureen Stapleton, Former Clerk Pam Strunk, Don Wiemer, Kurt Shrang, and others.

3. COVID-19

As mentioned previously, COVID-19 took a toll on our Municipal Court System. We received orders from the Wisconsin Supreme Court to essentially lock down our facilities during the months of March and April, 2020. I persevered through our local Chief Judge Dorow and her Assistant, Court Administrator Mike Neimon, in order to begin the process of slowly reopening our courthouse.

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Village of Hartland, Village of Johnson Creek, Village of Lac La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex

- a. We were the first Municipal Court in the county to conduct telephonic Initial Appearances, which operated during the month of April.
- b. We then quickly moved to become the first Municipal Court to conduct Zoom video Court appearances for Initial Appearances, during the months of May and June.
- c. We were the first to begin in-person Initial Appearances during the month of July.
- d. In order to catch up on our backlog, we doubled-up our Court appearances during the month of August and conducted Court every Thursday, in addition to our Friday Court sessions.

By the end of August, we completed eight court sessions and substantially reduced all of our prior backlog. This was a complicated process, which entailed Judicial Orders disseminating from myself, that paralleled Judicial Orders from the Supreme Court, along with Governor Tony Evers' Executive Orders.

4. COURT STAFF.

Clerk Pam Strunk recently retired on very short notice during the latter part of January 2021. We were all very saddened to see her go and wish her the best of health and success in her retirement. On the brighter side, I was fortunate to be able to promote Deputy Clerk Theresa Berlin to Head Clerk, in order to assume Pam's role. We quickly conducted a search and interviews for a new Deputy Clerk. We recently hired a part-time Deputy Clerk, Dawn Kirly. The other two part-time clerks will remain on the work schedule. During the transitions process, I was very pleased that they were able to work additional hours to fill the void after Pam Strunk left the office.

Going forward, it is my intention to keep the Deputy Clerk position as a part-time position, as opposed to a full-time position. We have over the years stream-lined our processes. We have expanded room and electronic capabilities at our new facility; and, therefore, in the long run, if we are able to keep the Deputy Clerk position as a part-time position as compared to full-time position, we hope to saved significant employee expenses throughout the remainder of 2021.

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Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex*

5. IN CONCLUSION.

I enjoy drafting this Annual State of the Court newsletter and I also enjoy appearing before your Board in order to present this Annual Report and answer any questions. I would appreciate if you could have your Clerks distribute copies of this report and attachments to all other elected officials, including aldermen, supervisors, and trustees, as well as police chiefs and police personnel.

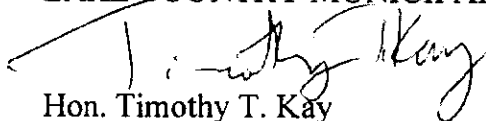
This is my third term serving the Lake Country Municipal Community, consisting of 20 municipalities. There is over 100,000 people that reside within our Municipal Court region.

I look forward to fine-tuning our new facilities and solidifying a more part-time clerk work schedule, along with providing justice for our citizens who appear before our Lake Country Municipal Court.

Thank you for your attention to this Report. I look forward to meeting with your various Boards should you have any questions.

Very truly yours,

LAKE COUNTRY MUNICIPAL COURT



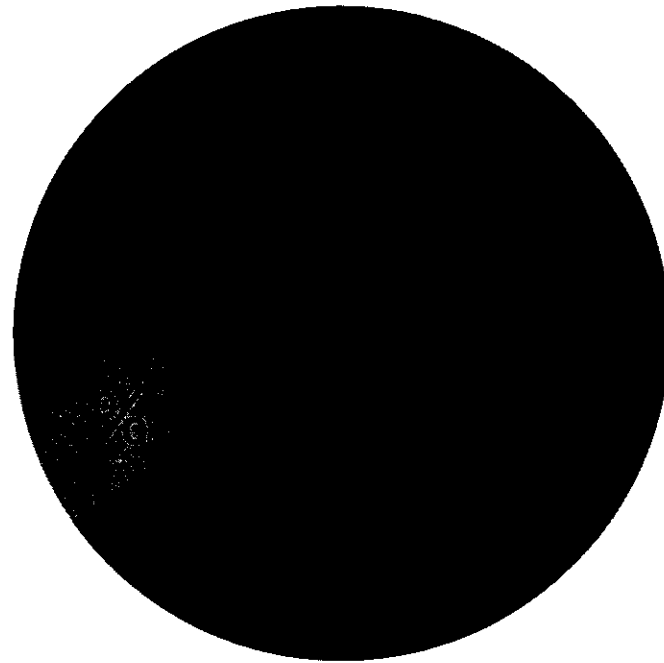
Hon. Timothy T. Kay
Municipal Judge

TTK/sls

pc Clerk Theresa Berlin
LCMC Chiefs and Administrators
LCMC Municipal Clerks
LCMC Prosecutors

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Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex

LCMC Breakdown of Forfeiture



- Fine
- State
- Waukesha Jail
- LCMC

For example, a \$50 dollar ***fine*** plus costs mandated by statute totals a \$124 ***forfeiture***.

Fine	State	County	LCMC	Total forfeiture
\$50	\$31	\$10	\$33	\$124

All ***fine*** dollars are returned in full to the 18 municipal members; i.e. no costs to the taxpayers.

A P R O C L A M A T I O N

WHEREAS April 2021 is the 53rd anniversary of the passage of Title VIII of the Civil Rights Act of 1968, known as the Federal Fair Housing Law, and Wisconsin is celebrating the 53rd anniversary of the Wisconsin Open Housing Law; and

WHEREAS fair housing occurs when people have a wide range of housing choices based on their income and needs regardless of race, color, sex, sexual orientation, religion, national origin, ancestry, age, marital status, lawful source of income, disability, family status, or status as a victim of domestic abuse, sexual abuse or stalking.

NOW THEREFORE BE IT HEREBY RESOLVED that I, Anthony LeDonne, Village President for the Village of Sussex of Waukesha County, do hereby proclaim the month of April 2021 to be

FAIR HOUSING MONTH

in Waukesha County and commend all those who have been involved with the struggle for fair housing. I wish continued success in breaking the barriers that limit the realization of equal housing opportunity for everyone.

IN TESTIMONY WHEREOF, I, Anthony LeDonne, hereby sign
this commendation and affix the seal of
Village of Sussex on the 1st day of
April in the year two thousand and twenty one.

Anthony LeDonne
Village President

ORDINANCE NO.

AN ORDINANCE TO
REPEAL AND RECREATE SUB SECTION 17.0704 A. 2. REGARDING
ACCESSORY USE AND STRUCTURES REGULATIONS
OF THE VILLAGE OF SUSSEX MUNICIPAL CODE.

WHEREAS, the Village of Sussex Plan Commission appointed a work group to review shed sizes in the RS-4 Residential District and to make a recommendation; and

WHEREAS, the Village of Sussex Plan Commission has initiated a zoning code amendment to the Village of Sussex Chapter 17 Zoning Code Section 17.0700 Modifications to repeal and recreate Sub Section 17.0704 A. 2. regarding Accessory Use and Structures Regulations; and

WHEREAS, upon receipt of the Village Plan Commission’s recommendation, the Village Board held a public hearing on _____, 2021, as required by Section 17.1305 of the Village of Sussex Zoning Ordinance, after providing due notice as required by Section 17.1400 of the Village of Sussex Zoning Ordinance; and

WHEREAS, following the public hearing, and upon due consideration of the recommendation from the Plan Commission, the Village Board finds that the public necessity, convenience, welfare and good zoning practice requires that the amendment to the zoning ordinance be granted as recommended by the Plan Commission;

WHEREAS, the Village Board Members are committed to aligning the Village of Sussex Zoning Code with opportunities to support growth that meet current needs without jeopardizing public safety or welfare.

NOW, THEREFORE, the Village Board of the Village of Sussex, Waukesha County, Wisconsin, do ordain as follows:

SECTION 1. Sub Section 17.0704 A. 2. regarding Accessory Use and Structures Regulations is hereby repealed and recreated to read as follows:

2. Accessory buildings, such as garden or utility sheds, playhouses, or gazebos, upon the issuance of a building permit. Accessory buildings shall be located at least 10 feet from the principal structure; shall be placed on a pad of concrete, asphalt, wood, or metal; shall not exceed 250 square feet in area; shall be located not closer than five (5) feet to a lot line; and shall not exceed 15 feet in height. Any accessory building housing a motor vehicle shall be placed on a concrete floor or pad. No more than one accessory building shall be erected on a lot in an Rs-1, Rs-2, Rs-3, Rd-1, or Rd-2 Residential District.

1. On larger lots, in any residential district, the Plan Commission may, at its discretion, permit more than one accessory structure or may permit a structure exceeding 250 square feet

in area when it determines that more than one such structure or a larger structure is necessary to the efficient development of the property and that sufficient, usable open space areas remain on the lot. Any structure greater than 250 square feet must be on a concrete pad.

2. In the RS-4 district an accessory building shall not exceed 400 square feet, only one accessory building is allowed and the design of the building must be consistent with the principle structure.

3. In the B-4 district, subject to Plan Commission and Architectural Review Board approval, gazebos may be permitted in the side or front yard subject to a finding by both the Plan Commission and Architectural Review Board that the proposed gazebo is consistent with the décor of the property and an integral part of the property.

4. In the M-1 district, subject to Plan Commission approval, gazebos may be permitted in the side or front yard subject to a finding by the Plan Commission the proposed gazebo is consistent with the décor of the property and an integral part of the property.

All other requirements, restrictions and regulations contained in this section, this Chapter, and the Code must be complied with.

SECTION 2. 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 of the ordinance which shall remain in full force and effect. Any other ordinances are hereby repealed as to those terms that conflict.

SECTION 3. EFFECTIVE DATE

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

Dated this _____ day of _____, 2021

VILLAGE OF SUSSEX

Anthony LeDonne, Village President

ATTEST:

Sam Liebert, Village Clerk-Treasurer

Published and/or posted this _____ day of _____, 2021

ORDINANCE NO. 875

AN ORDINANCE TO
REPEAL AND RECREATE SUB SECTION 17.0704 A. 2. REGARDING
ACCESSORY USE AND STRUCTURES REGULATIONS
OF THE VILLAGE OF SUSSEX MUNICIPAL CODE.

WHEREAS, the Village of Sussex Plan Commission appointed a work group to review shed sizes in the RS-4 Residential District and to make a recommendation; and

WHEREAS, the Village of Sussex Plan Commission has initiated a zoning code amendment to the Village of Sussex Chapter 17 Zoning Code Section 17.0700 Modifications to repeal and recreate Sub Section 17.0704 A. 2. regarding Accessory Use and Structures Regulations; and

WHEREAS, upon receipt of the Village Plan Commission’s recommendation, the Village Board held a public hearing on _____, 2021, as required by Section 17.1305 of the Village of Sussex Zoning Ordinance, after providing due notice as required by Section 17.1400 of the Village of Sussex Zoning Ordinance; and

WHEREAS, following the public hearing, and upon due consideration of the recommendation from the Plan Commission, the Village Board finds that the public necessity, convenience, welfare and good zoning practice requires that the amendment to the zoning ordinance be granted as recommended by the Plan Commission;

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in area when it determines that more than one such structure or a larger structure is necessary to the efficient development of the property and that sufficient, usable open space areas remain on the lot. Any structure greater than 250 square feet must be on a concrete pad.

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All other requirements, restrictions and regulations contained in this section, this Chapter, and the Code must be complied with.

SECTION 2. 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 3. EFFECTIVE DATE

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

Dated this _____ day of _____, 2021

VILLAGE OF SUSSEX

Anthony LeDonne, Village President

ATTEST:

Sam Liebert, Village Clerk-Treasurer

Published and/or posted this _____ day of _____, 2021



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

MEMORANDUM

To: Village Board
From: Sam Liebert, Administrative Services Director
Re: Village Board Meeting- March 23, 2021
Date: March 18, 2021

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

4.A.1. Municipal Court Update from Judge Timothy T. Kay.

4.A.2. Consideration and possible action on April Fair Housing Month Proclamation.

4.B.1. Hold the Public Hearing on an Ordinance to Repeal and Recreate Sub-Section 17.0704 A. 2. Regarding Accessory Use and Structure Regulations of the Village of Sussex Code.

5.A. Board of Fire Commissioners Report.

5.B. Community Development Authority.

5.C.1. The Park & Recreation committee recommends approval of the Fireworks Contract with Wolverine Fireworks Display, Inc. The planned time of the fireworks show this year is the 4th of July at 9:20 pm. In the event of inclement weather, the display would be scheduled for the next night, July 5, 2021. Please see the attached contract for additional information.

5.C.2. The Park & Recreation committee recommends approval of the Concession Stand Contract for Village Park with SBA Operations, LLC, owned by Samantha May. The lease shall be for a 3-year term commencing May 1, 2021 and ending on October 15, 2023. Please see the attached contract for additional information.

5.C.3. The Park & Recreation committee recommends approval of The Polar Bear Kitchen (Kolasari) to operate the Community Market on Sundays from 9:00 am-1:00 pm at the Civic Center and to offer him: The Historic Fee Structure (Free Summer Plaza rental, \$125 per market Winter facility space), No road closure on the east side of the Civic Center, Community Market promotion that must contain no for-profit promotion, Must provide a seasonal summary of donations and the exemption from the Food Truck

Policy. Please see the Memorandum from Village Attorney John Macy with his legal concerns and precedents that this agreement would have.

5.D. Pauline Haass Library Board Report.

5.E.1. The Plan Commission recommends approval of Ordinance 875 to Repeal and Recreate Sub-Section 17.0704 A. 2. Regarding Accessory Use and Structure Regulations of the Village of Sussex Code. This would allow larger sheds in the RS-4 District than currently allowed (250 sq. feet to 400 sq. feet). Please see the Ordinance for more information.

5.F. Public Safety and Welfare Committee Report.

9.A. Staff recommends approval of an agreement with Waukesha County for services provided for COVID-19 vaccination clinic and reimbursement for the same subject to final language review from the staff with respect to the indemnification language. The Village of Sussex desires to assist the County of Waukesha in the operation of the Clinic by providing EMT and paramedics to assist in the administration of COVID-19 vaccines. We won't be able to provide a lot of staffing, but we can help. Staff are available for questions. Please see the Agreement for more information.

10.A. Consideration and possible action Trustee Plan Commission Appointment.

11. Adjournment.

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

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

ORDINANCE NO.

AN ORDINANCE TO
REPEAL AND RECREATE SUB SECTION 17.0704 A. 2. REGARDING
ACCESSORY USE AND STRUCTURES REGULATIONS
OF THE VILLAGE OF SUSSEX MUNICIPAL CODE.

WHEREAS, the Village of Sussex Plan Commission appointed a work group to review shed sizes in the RS-4 Residential District and to make a recommendation; and

WHEREAS, the Village of Sussex Plan Commission has initiated a zoning code amendment to the Village of Sussex Chapter 17 Zoning Code Section 17.0700 Modifications to repeal and recreate Sub Section 17.0704 A. 2. regarding Accessory Use and Structures Regulations; and

WHEREAS, upon receipt of the Village Plan Commission's recommendation, the Village Board held a public hearing on _____, 2021, as required by Section 17.1305 of the Village of Sussex Zoning Ordinance, after providing due notice as required by Section 17.1400 of the Village of Sussex Zoning Ordinance; and

WHEREAS, following the public hearing, and upon due consideration of the recommendation from the Plan Commission, the Village Board finds that the public necessity, convenience, welfare and good zoning practice requires that the amendment to the zoning ordinance be granted as recommended by the Plan Commission;

WHEREAS, the Village Board Members are committed to aligning the Village of Sussex Zoning Code with opportunities to support growth that meet current needs without jeopardizing public safety or welfare.

NOW, THEREFORE, the Village Board of the Village of Sussex, Waukesha County, Wisconsin, do ordain as follows:

SECTION 1. Sub Section 17.0704 A. 2. regarding Accessory Use and Structures Regulations is hereby repealed and recreated to read as follows:

2. Accessory buildings, such as garden or utility sheds, playhouses, or gazebos, upon the issuance of a building permit. Accessory buildings shall be located at least 10 feet from the principal structure; shall be placed on a pad of concrete, asphalt, wood, or metal; shall not exceed 250 square feet in area; shall be located not closer than five (5) feet to a lot line; and shall not exceed 15 feet in height. Any accessory building housing a motor vehicle shall be placed on a concrete floor or pad. No more than one accessory building shall be erected on a lot in an Rs-1, Rs-2, Rs-3, Rd-1, or Rd-2 Residential District.

1. On larger lots, in any residential district, the Plan Commission may, at its discretion, permit more than one accessory structure or may permit a structure exceeding 250 square feet

in area when it determines that more than one such structure or a larger structure is necessary to the efficient development of the property and that sufficient, usable open space areas remain on the lot. Any structure greater than 250 square feet must be on a concrete pad.

2. In the RS-4 district an accessory building shall not exceed 400 square feet, only one accessory building is allowed and the design of the building must be consistent with the principle structure.

3. In the B-4 district, subject to Plan Commission and Architectural Review Board approval, gazebos may be permitted in the side or front yard subject to a finding by both the Plan Commission and Architectural Review Board that the proposed gazebo is consistent with the décor of the property and an integral part of the property.

4. In the M-1 district, subject to Plan Commission approval, gazebos may be permitted in the side or front yard subject to a finding by the Plan Commission the proposed gazebo is consistent with the décor of the property and an integral part of the property.

All other requirements, restrictions and regulations contained in this section, this Chapter, and the Code must be complied with.

SECTION 2. 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 3. EFFECTIVE DATE

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

Dated this _____ day of _____, 2021

VILLAGE OF SUSSEX

Anthony LeDonne, Village President

ATTEST:

Sam Liebert, Village Clerk-Treasurer

Published and/or posted this _____ day of _____, 2021

ORDINANCE NO. 875

AN ORDINANCE TO
REPEAL AND RECREATE SUB SECTION 17.0704 A. 2. REGARDING
ACCESSORY USE AND STRUCTURES REGULATIONS
OF THE VILLAGE OF SUSSEX MUNICIPAL CODE.

WHEREAS, the Village of Sussex Plan Commission appointed a work group to review shed sizes in the RS-4 Residential District and to make a recommendation; and

WHEREAS, the Village of Sussex Plan Commission has initiated a zoning code amendment to the Village of Sussex Chapter 17 Zoning Code Section 17.0700 Modifications to repeal and recreate Sub Section 17.0704 A. 2. regarding Accessory Use and Structures Regulations; and

WHEREAS, upon receipt of the Village Plan Commission’s recommendation, the Village Board held a public hearing on _____, 2021, as required by Section 17.1305 of the Village of Sussex Zoning Ordinance, after providing due notice as required by Section 17.1400 of the Village of Sussex Zoning Ordinance; and

WHEREAS, following the public hearing, and upon due consideration of the recommendation from the Plan Commission, the Village Board finds that the public necessity, convenience, welfare and good zoning practice requires that the amendment to the zoning ordinance be granted as recommended by the Plan Commission;

WHEREAS, the Village Board Members are committed to aligning the Village of Sussex Zoning Code with opportunities to support growth that meet current needs without jeopardizing public safety or welfare.

NOW, THEREFORE, the Village Board of the Village of Sussex, Waukesha County, Wisconsin, do ordain as follows:

SECTION 1. Sub Section 17.0704 A. 2. regarding Accessory Use and Structures Regulations is hereby repealed and recreated to read as follows:

2. Accessory buildings, such as garden or utility sheds, playhouses, or gazebos, upon the issuance of a building permit. Accessory buildings shall be located at least 10 feet from the principal structure; shall be placed on a pad of concrete, asphalt, wood, or metal; shall not exceed 250 square feet in area; shall be located not closer than five (5) feet to a lot line; and shall not exceed 15 feet in height. Any accessory building housing a motor vehicle shall be placed on a concrete floor or pad. No more than one accessory building shall be erected on a lot in an Rs-1, Rs-2, Rs-3, Rd-1, or Rd-2 Residential District.

1. On larger lots, in any residential district, the Plan Commission may, at its discretion, permit more than one accessory structure or may permit a structure exceeding 250 square feet

in area when it determines that more than one such structure or a larger structure is necessary to the efficient development of the property and that sufficient, usable open space areas remain on the lot. Any structure greater than 250 square feet must be on a concrete pad.

2. In the RS-4 district an accessory building shall not exceed 400 square feet, only one accessory building is allowed and the design of the building must be consistent with the principle structure.

3. In the B-4 district, subject to Plan Commission and Architectural Review Board approval, gazebos may be permitted in the side or front yard subject to a finding by both the Plan Commission and Architectural Review Board that the proposed gazebo is consistent with the décor of the property and an integral part of the property.

4. In the M-1 district, subject to Plan Commission approval, gazebos may be permitted in the side or front yard subject to a finding by the Plan Commission the proposed gazebo is consistent with the décor of the property and an integral part of the property.

All other requirements, restrictions and regulations contained in this section, this Chapter, and the Code must be complied with.

SECTION 2. 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 3. EFFECTIVE DATE

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

Dated this _____ day of _____, 2021

VILLAGE OF SUSSEX

Anthony LeDonne, Village President

ATTEST:

Sam Liebert, Village Clerk-Treasurer

Published and/or posted this _____ day of _____, 2021

**WAUKESHA COUNTY COMMUNITY COVID-19 VACCINATION CLINIC
COOPERATIVE AGREEMENT**

This Cooperative Agreement (“Agreement”) is made and entered into as of this 15th day of March, 2021 by and between Waukesha County through the Public Health Division of its Department of Health and Human Services (the “County”) and Village of Sussex Fire Department (the “Municipality”) for the provision of non-emergency medical services at a Waukesha County community COVID-19 vaccination clinic (the “Clinic”) to be operated at the Waukesha County Exposition Center and other locations as might be established throughout Waukesha County.

RECITALS

WHEREAS, Waukesha County has established a community COVID-19 vaccination Clinic to administer vaccine to members of the public; and

WHEREAS, Municipality is willing and desirous of assisting the County in the operation of the Clinic by providing EMTs and paramedics to assist in the administration of vaccine and to perform other non-emergency medical services as otherwise might be required; and

WHEREAS, it is the intent of the parties that the Municipality’s EMTs and paramedics operate under their own licensure consistent with the medical orders and protocols of and under the supervision of the County’s medical director and Clinic command staff to facilitate the administration of COVID-19 vaccine to the public.

NOW, THEREFORE, in consideration of the foregoing and the promises set forth herein, the parties agree as follows:

1. Municipality’s Responsibilities.
 - a. The Municipality shall provide qualified, trained EMT/paramedic personnel (each an “EMS Provider”) on an as requested/as available basis to perform screening, vaccine preparation and/or vaccine administration services at the Clinic. Each job function is more fully described in the respective Mass Clinic Job Action Sheets attached hereto as **Exhibit A**. The Municipality in its sole discretion shall determine availability of its EMS Providers and is under no obligation to provide any particular number of EMS Providers.
 - b. The Municipality shall certify that all EMS Providers providing services under this Agreement are trained in the requirements of applicable HIPAA privacy rules and Wisconsin law relating to the confidentiality of medical records.

- c. The Municipality shall be solely responsible for all compensation and benefits payable to each of its EMS Providers for hours worked providing services under this Agreement.

2. County Responsibilities.

- a. The County shall provide the space, materials and equipment necessary for the operation of the Clinic and for each EMS Provider to perform his or her job functions under this Agreement.
- b. The County shall provide the medical orders and protocols to be followed at the Clinic and for supervision of all Clinic staff and volunteers.
- c. The County shall coordinate all Clinic staff and volunteer scheduling, including the scheduling of EMS Providers. Specifically, the County will provide a scheduling system whereby EMS Providers made available by the Municipality may sign up for open shifts at the Clinic.
- d. The County shall track and report to Municipality the number of hours worked by the Municipality's EMS Providers.
- e. The County shall be responsible for the scheduling of vaccination appointments and will establish Clinic hours of operation based upon available vaccine doses and anticipated patient demographics.
- f. The County will be responsible for coordinating all patient notifications, follow-up, and input of information into the Wisconsin Immunization Registry.

3. Scheduling. Operation of the Clinic is largely dependent upon the uncertain availability of vaccine. The County will coordinate with the Municipality regarding the number of EMS Providers needed on a given day of Clinic operation and the number of shifts/hours of operation needed to be covered. All efforts will be made to establish and confirm a weekly schedule with the Municipality not less than one week in advance of the required provision of services. The County will be responsible for promptly notifying the Municipality and scheduled EMS Providers of any changes in Clinic days or hours of operation or the cancellation of Clinic hours.

4. Qualifications and Standards. Each EMS Provider shall meet all licensure, regulatory, and accrediting body requirements necessary to provide the professional services under this Agreement. Documentation of such qualifications shall be provided to the County upon request. Each EMS Provider shall provide services under this Agreement in compliance with all applicable statutes, regulations, rules, and directives of federal state and other governmental and regulatory bodies. To the extent that an EMS Provider will administer injections, the

Municipality certifies that each EMS Provider has previously been properly trained and has a professional license under which he or she can give injections.

5. Medical Orders/Protocols. The medical orders and protocols to be followed at the Clinic shall be established by the County's medical director and distributed to EMS Providers. Copies shall be provided to the Municipality upon request. The County's medical director may consult with the Municipality's medical director and may consider any matters raised by the Municipality's medical director.

6. Records. All records created through the operation of the Clinic shall be the property of the County and such records will be maintained by the County as required by applicable law.

7. Compensation. The County shall reimburse the Municipality for costs of personnel and necessary equipment and supplies not provided by the County as follows:

- a. EMS Providers: an hourly rate of \$65.00 for hours actually worked at the Clinic.
- b. The actual cost of supplies used at the Clinic not provided by the County.

The above costs shall be invoiced to the County on a monthly basis not later than the 15th day of the succeeding month.

8. Workers Compensation Insurance/Waiver. As EMS Providers are at all times employees of Municipality, Municipality agrees to provide statutory worker's compensation benefits as required by law. Municipality expressly agrees that the County shall not be liable to Municipality or its employees for any injuries to Municipality's employees arising out of the performance of work under this Agreement. Municipality and its worker's compensation insurance carrier agree to waive any and all rights of recovery from the County for worker's compensation claims made by its employees.

9. Confidentiality/Privacy Practices. The Municipality shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to the Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of services provided hereunder. Specifically, the Municipality agrees that it and its employees will:

- a. Not use or further disclose PHI other than as permitted under this Agreement or as required by law;
- b. Use appropriate safeguards to prevent use or disclosure of the PHI except as permitted by this Agreement;
- c. Mitigate, to the extent practicable, any harmful effect that is known to Municipality of a use or disclosure of PHI by Municipality in violation of this Agreement;

- d. Ensure that any agents or subcontractors to whom Municipality provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Municipality with respect to such PHI;
- e. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Municipality's and County's compliance with HIPAA; and
- f. At the termination of this Agreement, return or destroy all PHI received from, or created or received by Municipality on behalf of County, and if return is infeasible, the protections of this Agreement will extend to such PHI.

The specific uses and disclosures of PHI that may be made by Municipality include the review of patient care information as required for treatment, payment and health care operations; uses required for vaccine screening and administration, uses necessary for Waukesha County Public Health official business and other uses or disclosures of PHI as permitted by the HIPAA privacy rule and Wisconsin State Statutes.

10. Relationship. The parties expressly understand and agree that, in the performance of the services under this Agreement, EMS Providers are at all times employees of Municipality and shall at all times act as independent contractors with respect to the County, and not as employees or agents of the County. Further, the parties expressly understand and agree that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, affiliation or like relationship between the parties.

11. Liability/Risk of Loss. As the County is responsible for the medical orders and protocols to be used under this Agreement and bears responsibility to supervise EMS Providers while performing activities within the scope of this Agreement, the County shall bear the risk of loss with respect to the actions of EMS Providers performed within the scope of this Agreement. However, such risk of loss excludes liabilities and losses arising from Municipality's failure to satisfy its obligations under Section 1 hereof or actions taken by EMS Providers outside the scope of services under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver by either party of any statutory or common law immunity or limitation of damages or amount recoverable available to it, including but not limited to those established by Wis. Stat. s. 893.80, or any other applicable statute or law.

12. Federal or State Funding/Reimbursement. The Municipality understands that it is the County's intent to seek funding and/or reimbursement for compensation paid to the Municipality for services provided under this Agreement and supplies and materials used in the performance this Agreement. To that end, Municipality agrees to reasonably cooperate with County in timely providing any necessary information and documentation requested by the County for the purpose of obtaining such funding or reimbursement. The Municipality expressly acknowledges and agrees to the additional contractual provisions set forth in **Exhibit B**. Such provisions are made part of this Agreement.

13. Term and Termination. This Agreement shall be effective upon execution by both parties as of the date first written above and shall terminate on December 31, 2021, unless terminated

earlier in accordance with the provisions below. This Agreement may be extended by amendment mutually agreed to by the parties. This Agreement may be terminated at any time with or without cause by either party upon ten (10) business days' notice. Notice shall be provided in writing and delivered by hand or email to the representatives indicated below. Notice shall be effective upon receipt. Notice shall be delivered:

If to County:

Benjamin Jones, MPH
Health Officer/Public Health Manager
Waukesha Co. HHS
414 Riverview Avenue
Waukesha, WI 53188
Email: bjones@waukeshacounty.gov

If to Municipality:

Kristopher Grod
Fire Chief
Village of Sussex Fire Department
N63W24335 Main Street
Sussex, WI 53089
Email: kgod@villagesussex.org

If requested by the County, Municipality shall continue to provide services through the notice period until termination is effective. Municipality shall be compensated for all services provided through termination. Compensation will be paid in accordance with Paragraph 7 above.

14. Governing Law/Venue for Disputes. This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of, the State of Wisconsin. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in the circuit court of Waukesha County, Wisconsin, and the County and the Municipality submit to the exclusive jurisdiction of the circuit court for such lawsuits.

15. No Assignment. This Agreement may not be assigned, nor may any part of it be assigned, without the express written consent of the County.

16. Entire Agreement. This Agreement, together with any appendices and exhibits, contains and embodies the entire Agreement between the County and the Municipality and supersedes and replaces any and all prior agreements, understandings and promises on the same subject whether they are written or oral.

[Signature Page Follows]

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

WAUKESHA COUNTY (“County”)

By: _____ Date: _____
Benajamen Jones, MPH
Health Office/Public Health Manager
Waukesha County Department of Health
and Human Services

CITY OF WAUKESHA FIRE DEPARTMENT (“Municipality”)

By: _____ Date: _____
Kristopher Grod
Fire Chief
Village of Sussex Fire Department