

#### VILLAGE BOARD VILLAGE OF SUSSEX 6:00 PM - TUESDAY, JUNE 22, 2021 SUSSEX CIVIC CAMPUS – BOARD ROOM 2<sup>nd</sup> FLOOR N64W23760 MAIN STREET

The Village Board may convene in a closed session to discuss the matter(s) listed on this agenda and under Wis. Stats. 19.85(2) hereby provides notice that the Village Board will reconvene in open session after said closed session and may take action on items as listed on the agenda.

- 1. Roll call.
- 2. Pledge of Allegiance.
- 3. Consideration and possible action on <u>minutes</u> from the Village Board meetings held on June 1, and 8, 2021.

### 4. Communications and Public Hearing(s)

A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions.

#### 5. <u>Committee Reports</u>

- 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. Update on Lannon Stone Sledding Hill Park
  - 2. Recommendation and possible action on SAS Club <u>Blood Drive Event</u> and on amending the SAS Club 10 Year Contract to reflect blood drive events
  - 3. <u>Recommendation</u> and possible action on Quarry Communities <u>Relay for Life event</u>
  - 4. Recommendation and possible action on Alfa Romeo car event
- 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 <u>Final Plat Addition No. 1</u> for Woodland Trails Subdivision.
  - 2. Recommendation and possible action on a <u>CSM</u> for purchase transfer of well house #3 W233N6048 Lilac Drive and vacate the pedestrian walkway to abutting property owners.

- 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 <u>Intermunicipal Agreement</u> with Hamilton School District for watermain project, <u>agreement to purchase</u> for \$1, and <u>easement for the same</u>.

B. <u>Consideration</u> and possible action on Application for <u>Mobile Food Vendor License</u> for Tundra Treats, LLC.

C. <u>Consideration</u> and possible action on <u>WE Energies Easements</u> within Village of <u>Sussex Easement/right of way/stormwater outlot areas</u> within the Sussex Preserve Subdivision.

- Consideration and possible action on resignations and appointments.
   A. <u>Citizen Appointments</u>
- 11. Consideration and possible action on a motion to convene into executive session under 19.85(1)(e) when deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session with respect to a new agreement between the Village of Sussex and Town of Lisbon.
- 12. Consideration and possible action on items requiring action arising out of closed session including, but necessarily limited to a Resolution waiving the Attorney <u>conflict of interest</u> for a new agreement between Lisbon and Sussex.
- 13. 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 June 1, 2021

#### 1. Roll Call

The meeting was called to order by President LeDonne at 6:43 pm.

- Members present: Greg Zoellick, Lee Uecker, President Anthony LeDonne, Ron Wells, Benjamin Jarvis, Scott Adkins and Stacy Riedel.
- Members excused: None.
- Also present:Administrator Jeremy Smith, Assistant Village Administrator Kelsey McElroy-Anderson, Parks and<br/>Recreation Director Halie Dobbeck, Police Captain Lisa Panas, Library Director Adele Loria, Fire Chief<br/>Kris Grod, Public Works Director Judy Neu, and members of the Public.

#### 2. Strategic Planning

Mr. Smith presented the strategic planning process and some background/foundational information relevant to the process. Ms. McElroy walked the Board through an exercise to update the Village's Mission and Vision and to identify the existing Village goals that are still relevant.

#### 11. Adjournment

Motion by LeDonne, seconded by Zoellick to Adjourn at 8:19 pm.

Motion carried 7-0

Respectfully submitted,

Kelsey McElroy-Anderson Assistant Village Administrator

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#### VILLAGE OF SUSSEX SUSSEX, WISCONSIN

#### Minutes of the Village Board Meeting of June 8, 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, Benjamin Jarvis, Scott Adkins and Stacy Riedel.

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 Uecker, seconded by Adkins to approve the May 25, 2021 Village Board meeting minutes.

Motion carried 7-0

#### 4. Communications and Public Hearings

#### A. Village President Report

President LeDonne reported that on Wednesday, June 9<sup>-</sup> the Senior Green Thumb Planting event takes place from 10:00 am to 12:00 pm at Village Park. Thursday, June 10, the Community Chat from 5:30 to 6:30 pm at Stonewood Estates Park. This is an opportunity to chat one on one with the Village Board and Village staff to ask questions and provide feedback. There is no formal presentation and the public is encouraged to drop by. Sunday, June 13, the first VFW Community Market takes place from 9:00 am to 1:00 pm at the Civic Center and will continue on Sundays through September 19. Tuesday, June 15, the Public Safety & Welfare Committee meets at 6:00 pm. in the Civic Center Committee Room. Plan Commission meets at 6:30 pm in the Civic Center Board Room and Parks & Recreation Board meets at 6:30 pm in the Civic Center. Pauline Haass Library Board takes place at 6:30 pm at the Library. Thursday, June 17, Classic Car Cruise Night takes place from 6:00 – 8:00 pm on Main Street at the Civic Center. There will be a car show, live music and concessions. The classic car cruise begins at Maple Avenue School at 5:30 pm and ends at the Civic Center. Tuesday, June 22, the Joint Review Board meets at 4:30 pm in the Civic Center Board Room.

#### **B.** Public Hearings/Presentations

1. Administrator Smith gave a brief presentation and explanation that this recommendation comes from the Plan Commission. Mr. Smith stated that the code change would allow certain entertainment uses under 30,000 sq. feet in size to be a permitted use in the B-2 district and also allow houses built prior to January 1, 2010 to be a permitted use. The Village is the petitioner of these changes as recommended by the Plan Commission.

President LeDonne opened up the public hearing.

No one present wished to speak.

Motion by LeDonne, seconded by Zoellick to close the Public Hearing.

2. Brian Anderson, Senior Manager and Auditor with Wipfli gave a presentation explaining the 2020 Audit and process. Mr. Anderson stated that working with the Village of Sussex is one of the best audits he works on each year and complimented Finance Director Nancy Whalen on her work.

3. Administrator Smith gave a presentation and explanation of the 2020 Annual Citizens Financial Report.

#### 5. Committee Reports

#### A. Finance and Personnel Committee

1. Motion by Jarvis, seconded by Uecker to approve of the May Check Register and P-card Statement in the amount of \$1,295,747.48 Motion carried 7-0

2. Motion by Jarvis, seconded by Riedel to approve of the Combination Class "B" Retail Licenses for the Sale of Fermented Malt Beverages & "Class B" Retail License for the Sale of Intoxicating Liquors July 1, 2021 to June 30, 2022 to the following:

- A. Russell Restaurant Group LLC, N64W23246 Main Street, Sussex, WI 53089, Belfast Station, Agent: Bruce Russell.
- B. Sussex Bowl Inc., N64W24576 Main Street, Sussex, WI 53089, Sussex Bowl, Agent: Stephen M. Hoehnen.
- C. Fotron Corp, N64W23300 Main Street, Sussex, WI 53089, Sussex Inn, Agent: David A. Foti.
- D. Ichiban Sussex WI LLC, N64W24838 Main Street, Ste. 7, Sussex, WI 53089, Ichiban Sushi & Steak House, Agent: Chuan Qing Dong.
- E. Helen & Quintin, LLC, W232N6368 Waukesha Avenue, Sussex, WI 53089, Rumors Sports Bar & Grill, Agent: Quintin Christiansen.
- F. Quad/Graphics, Inc., N61W23044 Harry's Way, Sussex, WI 53089, Quad/Graphics, Agent: Gary L. Chitwood.
- G. WI Ludwig LLC, N63W23675 Main Street 101R & 102R, Sussex, WI 53089, Tekila & Ti Amo, Agent: Charles Brian Hastings.
- H.Thirsty Duck LLC, N64W23180 Main Street, Sussex, WI 53089, Thirsty Duck, Agent: Daniel Zierath.<br/>Conditioned upon the standard conditions of liquor license approval.Motion carried 7-0

3. Motion by Jarvis, seconded by Adkins to approve of the Combination Class "A" Retail Licenses for the Sale of Fermented Malt Beverages & "Class A" Retail License for the Sale of Intoxicating Liquors July 1, 2021 to June 30, 2022 to the following:

- A. Navaab LLC, N64W24310 Main Street, Sussex, WI 53089, Sussex Liquor Mart, Agent: Paviter Sangha.
- B. Ultra Mart Foods LLC, P. O. Box 305103 Nashville TN 37230 for Pick 'n Save #6380, N65W24838 Main Street, Sussex, WI 53089, Agent: Michelle Oster.
- C. Meijer Stores Limited Partnership, N51W24953 Lisbon Rd, Pewaukee, WI 53072, Meijer Store #275, Agent: Doug Smith.
- D. AM Sussex Inc, W232N6116 Waukesha Ave., Sussex, WI 53089, Sussex Mobil, Agent: Tadbir Dran.
- E. Kwik Trip Inc., W250N5279 Business Drive, Sussex, WI 53089, Kwik Trip 1124, Agent: Justin Angelier. Conditioned upon the standard conditions of liquor license approval. Motion carried 7-0

4. Motion by Jarvis, seconded by Uecker to approve of a Combination Class "A" Retail License for the Sale of Fermented Malt Beverages & "Class A" Retail License for the Sale of Intoxicating Liquors July 1, 2021 to July 17, 2021 to The Main Street Pig Inc., N63W23735 Main Street, Sussex, WI 53089, Piggly Wiggly, Agent: Dennis R. Lipofski conditioned upon the standard conditions of liquor license approval. Motion carried 7-0

5. Motion by Jarvis, seconded by Adkins to approve of a Combination Class "A" Retail License for the Sale of Fermented Malt Beverages & "Class A" Retail License for the Sale of Intoxicating Liquors July 18, 2021 to June 30, 2022 to TTLC4 LLC, N63W23735 Main Street, Sussex, WI 53089, Piggly Wiggly, Agent: Ted Schelonka conditioned upon the standard conditions of liquor license approval. Motion carried 7-0

6. Motion by Jarvis, seconded by Adkins to approve of Class "A" Retail Licenses for the Sale of Fermented Malt Beverages and Cider July 1, 2021 to June 30, 2022 to the following:

- A. Meijer Stores Limited Partnership, N51W24847 Lisbon Rd, Pewaukee, WI 53072, Meijer Gas Station #275, Agent: Doug Smith.
- B. Dairyland Retail Group, N64W24925 Main Street, Sussex, WI 53089, 7-Eleven #35844, Agent: Elizabeth Evans. conditioned upon the standard conditions of liquor license approval.

Motion carried 7-0

7. Motion by Jarvis, seconded by Riedel to approve of Dance Licenses July 1, 2021 to June 30, 2022 for the following: A. Belfast Station – Class B; B. Sussex Bowl – Class A, B & C; C. Sussex Inn – Class B conditioned upon the standard conditions of dance license approval. Motion carried 7-0

8. Motion by Jarvis, seconded by Wells to approve of the Amusement Device Licenses and Arcade License(s) July 1, 2021 to June 30, 2022 for the following:

- A. Rapid Energies Technologies (Sussex Mobil) 4 permits
- B. Northern Novelty (14 in Thirsty Duck/8 in Belfast Station) 22 permits
- C. Tekila & Ti Amo 5 permits
- D. Belfast Station 8 permits
- E. Sussex Bowl 40 permits + Arcade License
- F. Sussex Inn 9 permits
- G. Rumors Sports Bar & Grill 10 permits
- H. National Entertainment Network (Meijer Store) 1 permit
- I. Meijer Stores Limited Partnership 1 permit

#### conditioned upon the standard conditions of amusement device license approval.

Motion carried 7-0

#### **B. Public Works Committee**

1. Motion by Adkins, seconded by Wells to approve of bills for payment in the amount of \$427,991.43

Motion carried 7-0

2. Motion by Adkins, seconded by Wells to approve of Resolution 21-09 accepting the Compliance Maintenance Annual Report. Motion carried 7-0

#### 6. Staff Reports

Mrs. McElroy-Anderson stated that the railroad is improving the crossing on Main Street. The closing of the road will begin on Monday, June 14. There is also a section of Good Hope Road and Waukesha Avenue that will be closed starting June 21 as part of the 2021 Road Repair Program. Community Chat is this Thursday at Stonewood Estates for the community to come and meet the board and staff. The event starts at 5:30 pm. The board has also received their SWOT (Strengths, Weaknesses, Opportunities and Threats) Analysis form and asks that they be returned by June 22.

Mr. Smith stated that there were a few locations over the weekend where concrete buckled due to the heat.

Mr. Macy stated that the only thing going on at the state level right now was work on the budget.

Mr. Liebert stated that the Wisconsin Election recently put out a memorandum reminding clerks and municipal officials to be vigilant aware of what links are clicked in emails. With national news of large-scale hacks and ransomware, municipalities are also targeted and reminded everyone to be on guard when opening emails.

#### 7. Comments from Citizens Present

Gary Foxe, W240N6532 Ash Street, stated he would like to bring up three issues to the board. He asked that the village consider declaring Sussex a 'Sanctuary for the Unborn' which wouldn't allow for abortions to conducted within the village. He asked that the village authorize the sheriff's department to clear roads and highways from protestors. He asked that the board consider declaring Sussex a 'Second Amendment Sanctuary City'.

#### 8. Old Business

A. Motion by LeDonne, seconded by Uecker to approve of Ordinance 877 to Repeal and Recreate SubSection
 17.0417A.2. regarding Permitted uses under the Arts, Entertainment, and Recreation Section and to Create Subsection
 17.0417A.11. regarding Permitted Uses under the Housing Section.

B. Motion by LeDonne, seconded by Wells to approve of Resolution 21-10 Adopting the Project Plan and Boundary Amendment for TIF 7 and adopting the Developer's Agreement for the Highlands Business Park Phase II.

Motion carried 7-0

#### 9. New Business

There was no new business to consider.

#### **10.** Consideration on resignation and appointments

There were no resignations or appointments to act on.

#### 11. Adjournment

Motion by LeDonne, seconded by Adkins to adjourn at 6:53 pm.

Motion carried 7-0

Respectfully submitted,

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



#### M E M O R A N D U M

To: Village Board
From: Sam Liebert, Administrative Services Director, Clerk-Treasurer
Re: Village Board Meeting- June 22, 2021
Date: June 17, 2021

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

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

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

5.C.1. The Park & Recreation Board recommends proceeding with Lannon Stone Sledding Hill project. Under state law, local quarries are required to have a financial security net for local municipalities, in the event they go out of business. Currently, Lannon Stone holds a Letter of Credit to meet this financial obligation. Lannon Stone has approached the Village with leasing the Village a property for 99 years and grading it to be a sledding hill along with parking and a structure on the property in place of the small letter of credit. In the event Lannon Stone went out of business, the Village would take full ownership of the property. The mitigation requirements for the quarry are quite small as the plan would involve letting the quarry fill up with water. Lannon Stone reps will be at the meeting to go over the plan and then a formal lease will be set up for consideration at a later meeting.

5.C.2. The Park & Recreation Board recommends approving the SAS Club Blood Drive Event for November 1, 2021 at the Grove from 11:00 am – 6:30 pm and to also amend the SAS Club 10 Year Contract to reflect blood drive events. The American Red Cross reached out to the SAS Club to sponsor their future blood drive events at the village. Amending this contract will allow the SAS Club to use their existing funds on hand with the Village for use of blood drive rentals. Please see the application and the amended contract for more information.

5.C.3. The Park & Recreation Board recommends approving the Quarry Communities Relay for Life event scheduled for September 24, 2021 at Village Park from 4:00 pm to 12:00 am. This event used to be at the High School, but is moving to the Village park. Please see the application for more information.

5.C.4. The Park & Recreation Board recommends approval of the Alfa Romeo Italian Care and Motorcycle Show event scheduled for September 26, 2021 at Village Park from 9:00 am – 4:00 pm. This is a new event in Village Park. The Village already hosts the Milwaukee British Car Show, and now we'll be adding the Italian Car circuit to our park. Please see the application for more information.

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

5.E.1. The Plan Commission recommends approving of Final Plat Addition No. 1 for Woodland Trails Subdivision conditioned upon the obligations of the Developers Agreement being met, final review by the Village Engineer and subject to the standard conditions of Plat approvals and Exhibit A. There will be one more plat for this subdivision filed early next year.

5.E.2. The Plan Commission recommends the transfer of well house #3 W233N6048 Lilac Drive and to vacate the pedestrian walkway subject to review by the Village Engineer, the standard conditions of CSM approval and Exhibit A. The land sale has occurred and this CSM is the final step to record the transfer. The Village has only well 2 lands left to transfer. Please see the CSM for more information.

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

9.A. Staff recommends approval of the Intermunicipal Agreement with Hamilton School District for watermain project, agreement to purchase for \$1, and easement for the same. Under this agreement, the Village which already provides water service to the Hamilton School District located in the Town of Lisbon, will allow the transfer of a portion of the water system to the Village so that a loop will be provided for all customers in the area. The change is occurring because of the Town Industrial park. At the conclusion of the Town work by 2023 the Village's industrial park on CTH VV will have a complete loop. Please see the agreements for more information.

9.B. Consideration and possible action on Application for Mobile Food Vendor License for Tundra Treats, LLC. Please see the attached memo for additional information.

9.C. Staff recommends approval of the WE Energies Easements within Village of Sussex Easement/right of way/stormwater outlot areas within the Sussex Preserve Subdivision. This is a routine request from WE Energies to maintain and install underground facilities, cables and other utility services in Village owned or easement areas. Please see the easements and memo from Public Works Director/Engineer Judy Neu for more information.

11. Consideration and possible action on a motion to convene into executive session under 19.85(1)(e) when deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever

competitive or bargaining reasons require a closed session with respect to a new agreement between the Village of Sussex and Town of Lisbon. [Rollcall vote required]

12. Consideration and possible action on items requiring action arising out of closed session including, but necessarily limited to a Resolution waiving the Attorney conflict of interest for a new agreement between Lisbon and Sussex. [Rollcall vote requested]

13. Adjournment



### LANNON STONE PRODUCTS - SLEDDING HILL

CONCEPTUAL PLAN RENDERING - SUSSEX, WI

CREATIVITY BEYOND ENGINEERING



# **Application for a Special Event Sussex Parks & Recreation Department**

N64 W23760 Main Street - Sussex, WI 53089 Phone: 262-246-5200 Fax: 262-246-5222 Email: info@villagesussex.org

A Special Event is defined as an event with more than 200 people and/or open to the public. Reservations must be made 45 days in advance and are subject to an approval process.

# **ORGANIZATION INFORMATION**

Name of Organization:	Sussex /	Irea Servic	e Club			
Address: PO Box	105	38	City, State, Zip:	Sussex,	WI 5	3089
Website: www.sa	sclub.org	Tax Exe	mpt Number (atta			
CONTACT INFORMATION						
Event Contact Person:	Jenelle	Blavat	Email: Jer	nelle. Bla	wat @ se	dcross.org
Day Phone:	Even	ing Phone:	DE MISCH TO MARK STORE	Cell Phone:	262-8	18-14/1

Alternate Contact:	Rick Vodicka	Email:	Rick BVodicka @ gmai	
Day Phone:	Evening Phone:		Cell Phone: 262-894	
EVENT INFORMATION	I - Answer all questions completely			
Name of Event:	Red Cross Blood Drive			
Date(s) of Rental:	11/12021		A Distance many sector starts of the sector Departs Day	5 5.8
Rental Hours (includin	ng set-up/take-down): 11am -	630	om	
Estimated Parking Ne	eds: The Grove Parking Lot	Estim	ated Attendance:	
Location of Event:	Village Park Armory Park	Civic	Center	
Check the following a	pplicable components	Overn	ight Camping	is botton?
of your event:		_ Attrac	ts more than 200 people	X
Fundraiser		_ Amus	ement Rides, Inflatables	
Sell concession	ns/Sales of Any Kind	_ Tracto	or Show/Pull	
Food Trucks		_ Parad	e or Run/Walk event	
Fireworks Disp	olav >	< Other	(explain)	



Please describe the purpose of your event, list any additional activities at your event or special requests: American Red Cross Blood Drive Revised 11/2020

### **RENTAL FEES:**

Check, cash and credit card are accepted (checks payable to: Village of Sussex). A convenience fee will be added to transactions paid with a credit/debit card. After your rental application has been processed and approved an invoice will be created. Fees and deposit must be paid within 30 days of invoice.

(R) - Resident, (NR) - Non-Resident. A resident is classified by the municipality to whom you pay your taxes.

\$150.00 REFUNDABLE DEPOSIT REQUIRED WITH ALL RENTALS.

# **RENTABLE SPACES:**

### Park Open Air Shelters

(Capacity determined by # of picnic tables at each shelter.

Picnic tables will not be relocated)

- \$155R/ \$184NR Village Park Lions Open Air Shelter (Cap. 240)
- \$55R/\$69NR Village Park Early Days Open Air Shelter (Cap. 40)
- \$80R/\$100NR Village Park North Open Air Shelter (Cap. 60)

# Baseball/Softball Diamonds (3 hour period/field)

- \$15 Village Park #1 South
- \$15 Village Park #2 Central
- \$15 Village Park #3 North
- \$15 Village Park Lighted Diamond
- \$10 Lights for Lighted Diamond (fee/day)
- \$15 Hardball Diamond

\$45R/\$57NR Village Park Concession Stand Shelter (Cap. 30)

\$40R/\$50NR Armory Park Open Air Shelter (Cap. 24)

# **Enclosed Facilities**

3131-1.5-2.0

\$100R/ \$125NR Village Park Lion's Building (Cap. 40)

\$75R/\$94NR Armory Concession Stand w/ shelter Cap. 40)

\$75R/94NR Madeline Park Train Depot (Cap. 25)

NEW ... The Grove at Village Park (2 Hour Minimum)

The Oak Room

(Capacity 150)

(Seated at Tables 104)

\$55/ hour (R) (8 Hours) \$69/ hour (NR) The Maple Room & Kitchen

(Capacity 75)

(Seated at Tables 48)

\$45/ hour (R) \$57/ hour (NR)

# Green Space (Approval Needed)

\$25R/ \$32NR (Village Park Designated Green Space)

\$15 Armory Park #1

- \$15 Armory Park #2
- \$15 Armory Park #3
- \$15 Armory Park #4 (T-ball/Little League)
- \$15 Field Prep Per Diamond
- \$200 Tournament Fee per field

# Disc Golf

\$100R/ \$125NR Closure for special event \$25R/\$32NR League (3 hour period per day)

## Tennis Courts (fee per court)

\$10R/\$13NR Melinda Weaver #1 \$10R/\$13NR Melinda Weaver #2

### Volleyball Courts (fee per court)

\$10R/\$13NR Village Park #1

\$25R/\$32NR Circlemasters Green Space

# **Additional Option**

\$20 Lion's Building Indoor Restrooms (per day) You will have access to these indoor restrooms from the outside of the building. Parks crew will open them prior to your event.

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

# \$10R/\$13NR Village Park #2

Rental time must include set-up, take-down and clean-up time.				
Deposit:	n/a			
Rental Fees:	\$440			
Extra Fees (p3):	n/a			
TOTAL FEES:	\$440			

EVENT DETAILS	NO	YES	ACTION TO BE TAKEN	FEE
Was a Special Event Permit ever previously approved or denied for this event?	X			
Will there be outdoor amplified sound?	X		See Chapter 9 in Village of Sussex Municipal Code regarding noise regulations.	
Will alcohol be consumed?	X		\$15 Beer/Beverage Permit Fee per day	
Will alcohol be sold? (This includes any charges made for alcohol directly or indirectly for alcohol)	X		\$10 Temporary Alcohol License, \$10 Operator License for each individual serving alcohol and actual cost for each background check	
Are you requesting any Village street(s) to be closed to traffic?	X		Prepare traffic control plan in conformance with Waukesha County Sheriffs Department and provide to the Village of Sussex.	
Will items or services be sold or given away at the event?			A State Sellers/Raffle permit may be required.	
Does this event involve a plan for tents, stages, inflatable bounce houses or temporary structures?	×		Must contact Diggers Hotline & Village of Sussex DPW to have the area marked. Any fees will be the responsibility of the renter.	

		Show on site plan.
Does your event include food concession, preparation areas, and/or do you intend to cook food in the event area? If so, will there be open flame cooking in booths, food trucks, or trailers?		The food vendors may need to be licensed through the state. Any food vendors that need to be licensed through the State need to provide the license to the Village of Sussex.
Will you be using electricity?	X	Use of electricity may be metered and charged after the event is complete.
Will there be a need for additional refuse or recycling containers?	X	Indicate on your site plan your anticipated refuse and recycling needs. An additional fee may apply.
Do you plan to provide additional portable toilets at your event based on expected attendance?	X	Ratio 1 to 100 or 1 to 50 for Alcohol Focused Events required. If not, Village of Sussex staff will determine needs for additional restrooms and bill you accordingly. For any special event, port-o-johns will be assessed a special cleaning fee for each day of the event if using Village port-o-johns.
Does this event involve banners/signage?	×	\$30 Temporary Sign Permit is required.
Have you provided a plan that includes information about security and emergency services on your site plan?	×	Show on site plan. Consultation with the Fire and Sheriff's Dept. may be needed.
Will you be having any kind of animals, performances, or	X	Must provide a certificate of insurance listing

1		Village of Sussex as additional insured.
	×	Show on site plan The Grove Parking Lot
X		On your site plan, please provide details of number and event location of requested traffic safety equipment. No additional fee will be assessed.
X		A permit is required from the Fire Dept and a copy must be given to the Village of Sussex.
X		
		TOTAL OF FEES
	XX	X

# Village Park Site Map



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### **Application for a Special Event**

Sussex Parks & Recreation Department

N64 W23760 Main Street - Sussex, WI 53089 Phone: 262-246-5200 Fax: 262-246-5222 Email: info@villagesussex.org

A Special Event is defined as an event with more than 200 people and/or open to the public. Reservations must be made 45 days in advance and are subject to an approval process.

ORGANIZATION INFORMATION	
Name of Organization: RELAY FOR LIFE OF	QUARRY COMMUNITIES
Address: PO BOX 902 Cit	ty, State, Zip: <u>PEWAUKEE, WI 53072</u>
Website: <u>RELAYFORUFE.ORG</u> Tax Exempt	t Number (attach proof): <u>13-178849</u>
CONTACT INFORMATION	
Event Contact Person: SCOTT PINK	Email: SCOTTTPINK DEATON COM
Day Phone: 242-720-285 Evening Phone:	Cell Phone:
Alternate Contact: BRITTANY STEPHENS	Email: BRITTANY, STEPHENS DCANCER.
Day Phone: 859-585-6732 Evening Phone:	Cell Phone:COM
EVENT INFORMATION - Answer all questions completely	
Name of Event: <u>QUARRY RELAY FOR L</u> Date(s) of Rental: <u>SEPTEMBER 24, 2021</u> Rental Hours (including set-up/take-down): <u>4PM (Setu</u> Estimated Parking Needs: <u>LOTS</u> + <u>GRASS</u> Location of Event: <u>X</u> Village Park Armory Park	Estimated Attendance: 150
Check the following applicable components	<ul> <li>Overnight Camping</li> <li>Attracts more than 200 people</li> <li>Amusement Rides, Inflatables</li> <li>Tractor Show/Pull</li> <li>Parade or Run/Walk event</li> <li>Other (explain)</li> </ul>

Please describe the purpose of your event, list any additional activities at your event or special requests: RUN/WALK FOR INDIVIDUALS + FAMILIES IMPACTED BY CANCER.

#### **RENTAL FEES:**

Check, cash and credit card are accepted (checks payable to: Village of Sussex). A convenience fee will be added to transactions paid with a credit/debit card. After your rental application has been processed and approved an invoice will be created. Fees and deposit must be paid within 30 days of invoice.

(R) - Resident, (NR) - Non-Resident. A resident is classified by the municipality to whom you pay your taxes.

#### \$150.00 REFUNDABLE DEPOSIT REQUIRED WITH ALL RENTALS.

#### **RENTABLE SPACES:**

#### Park Open Air Shelters

(Capacity determined by # of picnic tables at each shelter.

Picnic tables will not be relocated)

- X \$155R/ \$184NR Village Park Lions Open Air Shelter (Cap. 240)
- \$55R/ \$69NR Village Park Early Days Open Air Shelter (Cap. 40)
- \$80R/ \$100NR Village Park North Open Air Shelter (Cap. 60)
- \$45R/ \$57NR Village Park Concession Stand Shelter (Cap. 30)
- \$40R/ \$50NR Armory Park Open Air Shelter (Cap. 24)

#### **Enclosed Park Facilities**

- \$100R/ \$125NR Village Park Lion's Building (Cap. 40)
- \$75R/ \$94NR Armory Concession Stand w/ shelter Cap. 40)
- \$75R/ 94NR Madeline Park Train Depot (Cap. 25)

The Grove: Oak Room

The Grove: Maple Room & Kitchen (Capacity 150) (2 hour minimum) (Capacity 75) (2 hour minimum) (Seated at Tables 48) (Seated at Tables 104) \$45/ hour (R) \$55/ hour (R) \$57/ hour (NR) \$69/ hour (NR)

Green Space (Approval Needed)

- \$25R/ \$32NR (Village Park Designated Green Space)
- \$25R/ \$32NR Circlemasters Green Space

#### Lion's Building Indoor Restroom

\$20 (per day)

#### Sussex Civic Center (2 Hour Minimum)

**Board Room** (Capacity 125) (Seated 80) \$40/ hour (R) \$50/ hour (NR) Board Room w/ patio (Capacity 125) \$75/ hour (R) \$94/ hour (NR) **Community Room** (Capacity 125) (Seated 80) \$40/ hour (R) \_\_\_\_\_ \$50/ hour (NR)

Craft Room (Capacity 20) \$20/ hour (R) \$25/ hour (NR) Multipurpose Room (Capacity 225) (Seated 192) \$80/ hour (R) \$100/ hour (NR) \$55 kitchen flat fee Studio (Capacity 40) No food/beverages allowed \$20/ hour (R) \$25/ hour (NR)

#### Baseball/Softball Diamonds (3 hour period/field)

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

#### Disc Golf

X	\$100R/	\$125NR	Closure	for	special	event
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\$25R/ \$32NR League (3 hour period per day)

#### Tennis Courts (fee per court)

\$10R/\$13NR Melinda Weaver #1

\$10R/\$13NR Melinda Weaver #2

#### Volleyball Courts (fee per court)

\$10R/	\$13NR	Village	Park #1
\$10R/	\$13NR	Village	Park #2

#### Soccer Fields (3 hour period per rental)

\$30 Armory #1–6 \_\_\_\_\_ \$5 Armory #7

Deposit:	\$150	
Rental Fees:	\$300	
Extra Fees (p3):	30	
TOTAL FEES:	\$480	

d 🗙			
	And a state of the second		
Sharry Siles	X	See Chapter 9 in Village of Sussex Municipal Code regarding noise regulations.	
X		\$15 Beer/Beverage Permit Fee per day	
×		\$10 Temporary Alcohol License, \$10 Operator License for each individual serving alcohol and actual cost for each background check	
X		Prepare traffic control plan in conformance with Waukesha County Sheriffs Department and provide to the Village of Sussex.	
	X	A State Sellers/Raffle permit may be required.	
X		Must contact Diggers Hotline & Village of Sussex DPW to have the area marked. Any fees will be the responsibility of the renter. Show on site plan.	
	×	The food vendors may need to be licensed through the state. Any food vendors that need to be licensed through the State need to provide the license to the Village of Sussex.	
	×	Use of electricity may be metered and charged after the event is complete.	
×		Indicate on your site plan your anticipated refuse and recycling needs. An additional fee may apply.	
X		Ratio 1 to 100 or 1 to 50 for Alcohol Focused Events required. If not, Village of Sussex staff will determine needs for additional restrooms and bill you accordingly. For any special event, port-o-johns will be assessed a special cleaning fee for each day of the event if using Village port-o-johns.	
	X	\$30 Temporary Sign Permit is required.	
	X	Show on site plan. Consultation with the Fire and Sheriff's Dept. may be needed.	
X		Must provide a certificate of insurance listing Village of Sussex as additional insured.	
	X	Show on site plan.	
×		On your site plan, please provide details of number and event location of requested traffic safety equipment. No additional fee will be assessed.	
X		A permit is required from the Fire Dept and a copy must be given to the Village of Sussex.	
		will submit once event is approved.	
			Image: Second

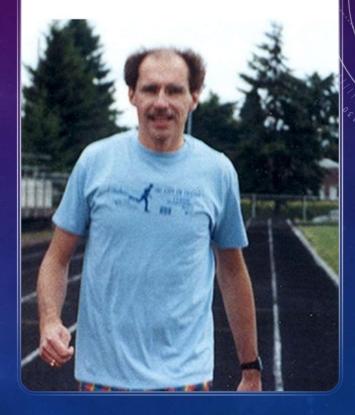
# QUARRY COMMITTEE RELAY FOR LIFE

VILLAGE PARK EVENT PROPOSAL

# RELAY FOR LIFE BACKGROUND

- Relay For Life movement is dedicated to helping communities attack cancer
- Dr. Gordon "Gordy" Klatt walked and ran for 24 hours around a track in Tacoma, Washington
- Friends, family, and patients watched and supported him as he walked and ran more than 83.6 miles and raised \$27,000 through pledges to help save lives from cancer
- Next year, 19 teams were part of the first Relay For Life event at the historical Stadium Bowl and raised \$33,000

OUR HISTORY



# RELAY FOR LIFE & THE LOCAL COMMUNITY

- Historically the event was held at Hamilton High School
- Relay Quarry has been active in the Sussex area since 2003
- The ELT (Event Leadership Team) coordinates the event to get the community out rally behind local survivors and their families
- A physical event helps bring the community together through the power of solidarity and a collective fearlessness of talking about cancer





# PROPOSED SET-UR

- Event will run Friday night from 6 pm Midnight
- Local business sponsorships with advertising
- Looking to have makers market at event
- Silent auction throughout event
- Volunteer clean-up ~1 hour after event
- Date selection
  - August 20<sup>th</sup>
  - September 10<sup>th</sup>
  - September 24<sup>th</sup>



# PROPOSED SET-UP OPTION #2

- Same information as Option #1
- Different configuration based on lighting and walking path surface options

### DEDICATE A LUMINARIA



### LUMINARIAS

- Luminaria homemade paper lanterns (battery powered lights)
- Each is in honor or remembrance of a life touched by cancer
- During the Relay Event a moment of silence is held for those we've lost



#### **Application for a Special Event**

Sussex Parks & Recreation Department N64 W23760 Main Street - Sussex, WI 53089 Phone: 262-246-5200 Fax: 262-246-5222 Email: info@villagesussex.org

A Special Event is defined as an event with more than 200 people and/or open to the public. Reservations must be made 45 days in advance and are subject to an approval process.

ORGANIZATION INFORMATION	
Name of Organization: AIFA Rome	ED OWNERS CLUB
Address: Website:ArocISCONSINTAX Ex	empt Number (attach proof):
CONTACT INFORMATION	
Event Contact Person: ROBERT LODING	SON Email: RLODWIGSON @AOL, BM
Day Phone: 262 -527-2396 Evening Phone:	SAME Cell Phone:
Alternate Contact: GARY SCHOMME	€Email:
Day Phone: 262-252-3750 Evening Phone:	Cell Phone:
<b>EVENT INFORMATION - Answer all questions complete</b>	lγ
Name of Event: <u>ITALIAN</u> <u>CAR</u> <u>AND</u> Date(s) of Rental: <u>9-26-21</u> Rental Hours (including set-up/take-down): <u>9AM</u> Estimated Parking Needs: <u>Show</u> <u>CARS</u> <u>-4C</u> Location of Event: <u>X</u> Village Park <u>Armory</u> Pa	- 4 PM DEstimated Attendance:Z02
Check the following applicable components of your event: Fundraiser Sell concessions/Sales of Any Kind Food Trucks Fireworks Display	Overnight Camping         Attracts more than 200 people         Amusement Rides, Inflatables         Tractor Show/Pull         Parade or Run/Walk event         Other (explain)

Please describe the purpose of your event, list any additional activities at your event or special requests: TO ALLOW OWNERS OF ITALIAN CARS TO SHOW AND BE JUDGED, ALSO A TONDRAISER FOR A CHARITY - LIKE ALSHEIMER ASSOC

#### **RENTAL FEES:**

Check, cash and credit card are accepted (checks payable to: Village of Sussex). A convenience fee will be added to transactions paid with a credit/debit card. After your rental application has been processed and approved an invoice will be created. Fees and deposit must be paid within 30 days of invoice.

(R) - Resident, (NR) - Non-Resident. A resident is classified by the municipality to whom you pay your taxes.

#### \$150.00 REFUNDABLE DEPOSIT REQUIRED WITH ALL RENTALS.

#### **RENTABLE SPACES:**

#### Park Open Air Shelters

(Capacity determined by # of picnic tables at each shelter.

#### Picnic tables will not be relocated)

- \$155R/ \$184NR Village Park Lions Open Air Shelter (Cap. 240)
- \$55R/ \$69NR Village Park Early Days Open Air Shelter (Cap. 40)
- \$80R/ \$100NR Village Park North Open Air Shelter (Cap. 60)
- \$45R/ \$57NR Village Park Concession Stand Shelter (Cap. 30)
- \_\_\_\_\_\$40R/\$50NR Armory Park Open Air Shelter (Cap. 24)

#### **Enclosed Park Facilities**

- \_\_\_\_\_\$100R/ \$125NR Village Park Lion's Building (Cap. 40)
- \$75R/\$94NR Armory Concession Stand w/ shelter Cap. 40)

\$75R/ 94NR Madeline Park Train Depot (Cap. 25)

The Grove: Oak RoomThe Grove: Maple Room & Kitchen(Capacity 150) (2 hour minimum)(Capacity 75) (2 hour minimum)

**(Seated at Tables 104)** \_\_\_\_\_\_\$55/ hour (R) \$69/ hour (NR) (Seated at Tables 48) \_\_\_\_\_\$45/ hour (R) \_\_\_\_\_\$57/ hour (NR)

#### Green Space (Approval Needed)

\_\_\_\_\_\_\$25R/ \$32NR (Village Park Designated Green Space) \_\_\_\_\_\_\$25R/ \$32NR Circlemasters Green Space

#### Lion's Building Indoor Restroom

X\_\$20 (per day)

#### Sussex Civic Center (2 Hour Minimum)

#### **Board Room**

(Capacity 125) (Seated 80)
\$40/ hour (R)
\$50/ hour (NR)
Board Room w/ patio
(Capacity 125)
\$75/ hour (R)
\$94/ hour (NR)
Community Room
(Capacity 125) (Seated 80)
\$40/ hour (R)
\$50/ hour (NR)

#### Craft Room (Capacity 20) \_\_\_\_\_\$20/ hour (R) \_\_\_\_\_\$25/ hour (NR) Multipurpose Room (Capacity 225) (Seated 192) \_\_\_\_\_\$80/ hour (R) \_\_\_\_\_\$100/ hour (NR) \_\_\_\_\_\$55 kitchen flat fee Studio (Capacity 40) No food/beverages allowed \_\_\$20/ hour (R)

#### \$25/ hour (NR)

#### Baseball/Softball Diamonds (3 hour period/field)

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

#### Disc Golf

🔨 \$100R/ \$125NR Closure for special event
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\$25R/\$32NR League (3 hour period per day)

#### Tennis Courts (fee per court)

\$10R/\$13NR	Melinda	Weaver	#1
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\_\_\_\_\_ \$10R/ \$13NR Melinda Weaver #2

#### Volleyball Courts (fee per court)

\$10R/ \$13NR	Village Park #1
\$10R/\$13NR	Village Park #2

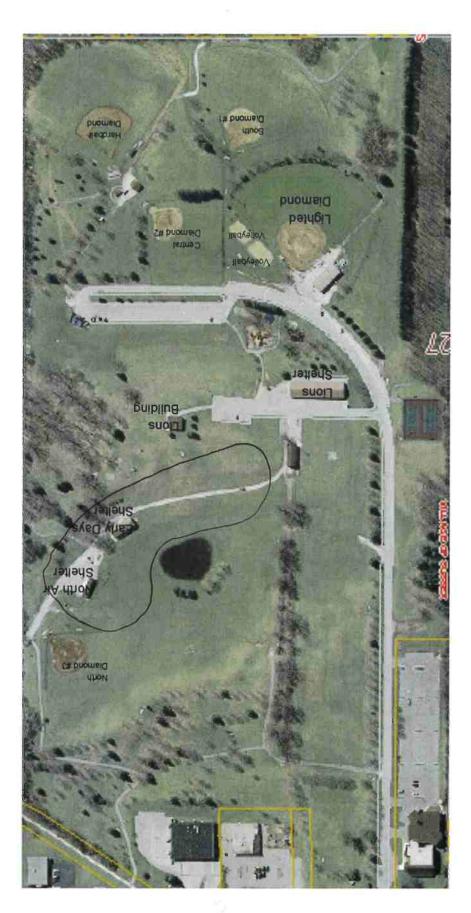
#### Soccer Fields (3 hour period per rental)

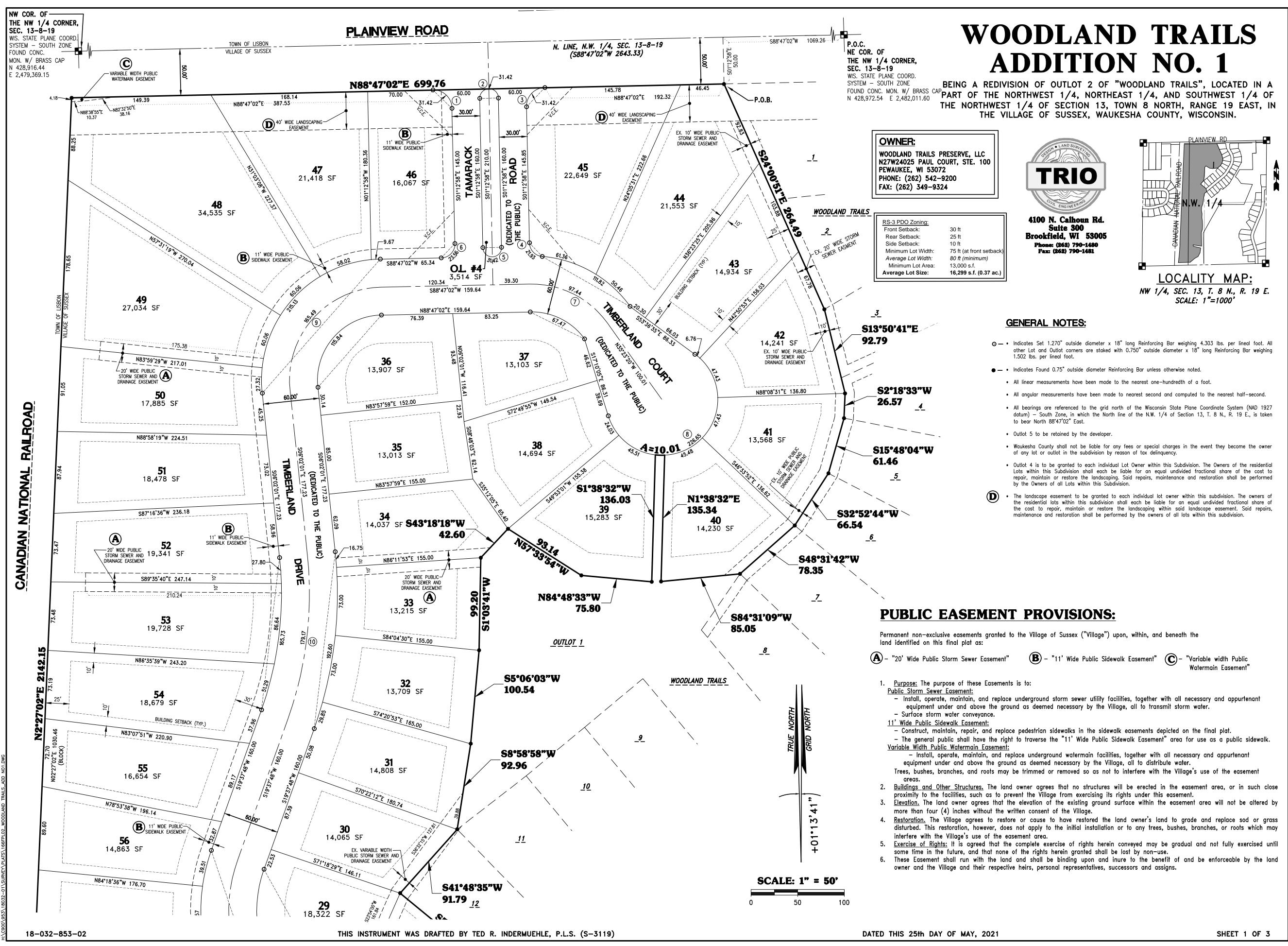
\_\_\_\_ \$30 Armory #1–6 \_\_\_\_\_ \$5 Armory #7

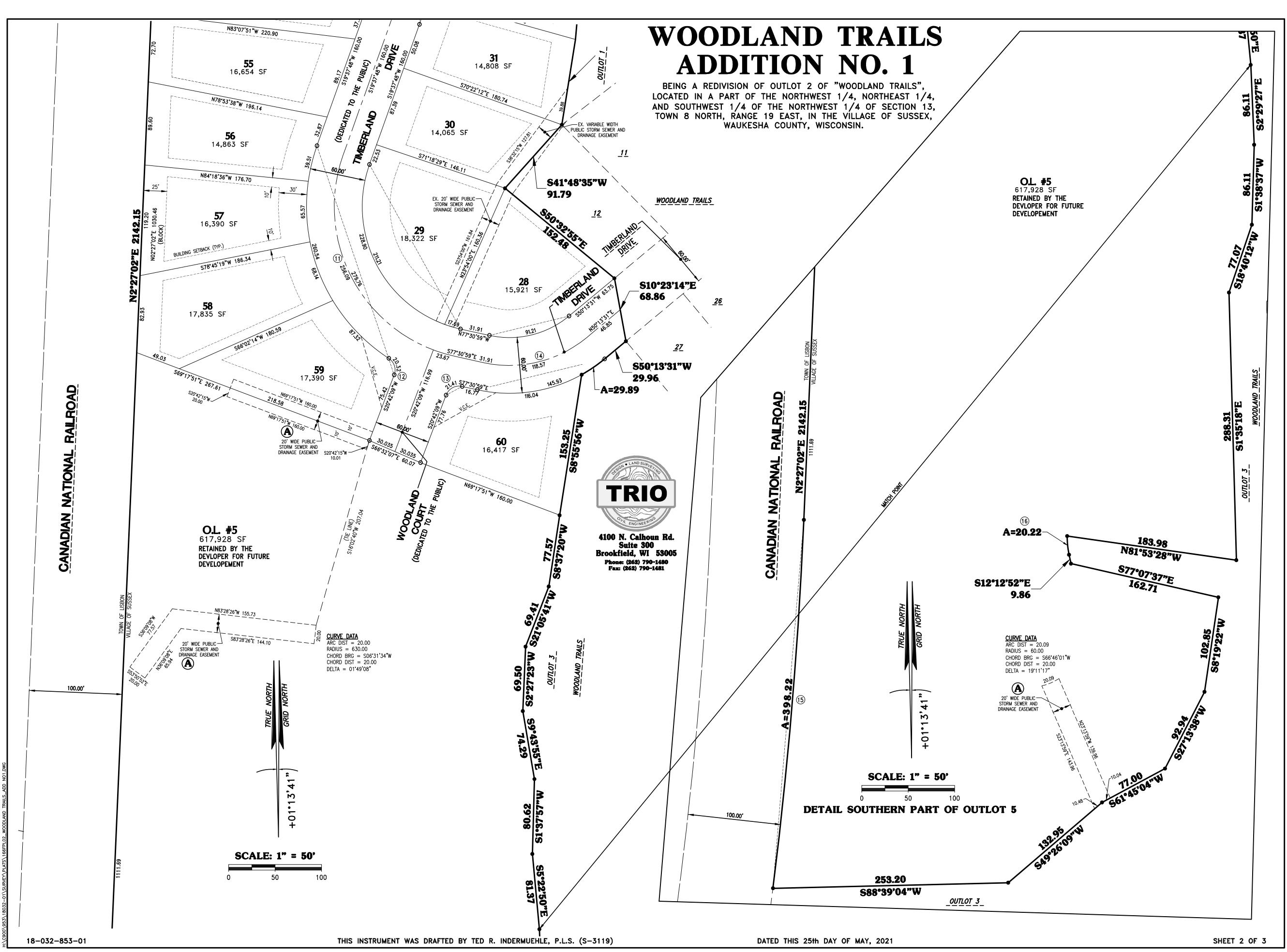
Deposit:	\$150	
Rental Fees:	\$255	
Extra Fees (p3	: \$ 30	
TOTAL FEES:	\$435	

EVENT DETAILS	NO	YES	ACTION TO BE TAKEN	FEE
Was a Special Event Permit ever previously approved or denied for this event?	X			u
Will there be outdoor amplified sound?	X		See Chapter 9 in Village of Sussex Municipal Code regarding noise regulations.	
Will alcohol be consumed?	X		\$15 Beer/Beverage Permit Fee per day	
Will alcohol be sold? (This includes any charges made for alcohol directly or indirectly for alcohol)	X		\$10 Temporary Alcohol License, \$10 Operator License for each individual serving alcohol and actual cost for each background check	
Are you requesting any Village street(s) to be closed to traffic?	X		Prepare traffic control plan in conformance with Waukesha County Sheriffs Department and provide to the Village of Sussex.	
Will items or services be sold or given away at the event?		X	A State Sellers/Raffle permit may be required.	
Does this event involve a plan for tents, stages, inflatable bounce houses or temporary structures?	$\times$		Must contact Diggers Hotline & Village of Sussex DPW to have the area marked. Any fees will be the responsibility of the renter. Show on site plan. <sup>®</sup>	
Does your event include food concession, preparation areas, and/or do you intend to cook food in the event area? If so, will there be open flame cooking in booths, food trucks, or trailers?		X	The food vendors may need to be licensed through the state. Any food vendors that need to be licensed through the State need to provide the license to the Village of Sussex.	
Will you be using electricity?	Х		Use of electricity may be metered and charged after the event is complete.	
Will there be a need for additional refuse or recycling containers?			Indicate on your site plan your anticipated refuse and recycling needs. An additional fee may apply.	
Do you plan to provide additional portable toilets at your event pased on expected attendance?	$\times$		Ratio 1 to 100 or 1 to 50 for Alcohol Focused Events required. If not, Village of Sussex staff will determine needs for additional restrooms and bill you accordingly. For any special event, port-o-johns will be assessed a special cleaning fee for each day of the event if using Village port-o-johns.	
Does this event involve banners/signage?		X	\$30 Temporary Sign Permit is required.	
lave you provided a plan that includes information about ecurity and emergency services on your site plan?	$\times$		Show on site plan. Consultation with the Fire and Sheriff's Dept. may be needed.	
Vill you be having any kind of animals, performances, or musement rides?	$\times$		Must provide a certificate of insurance listing Village of Sussex as additional insured.	
lave you determined your parking plan?		X	Show on site plan.	
re you requesting the use of traffic safety equipment, signs or arricades?	×		On your site plan, please provide details of number and event location of requested traffic safety equipment. No additional fee will be assessed.	
oes your event have a fireworks display?	$\times$		A permit is required from the Fire Dept and a copy must be given to the Village of Sussex.	
ave you provided a copy of the event liability insurance to the illage of Sussex with the Village of Sussex named as dditionally insured?	$\times$			
			TOTAL OF FEES	

### Village Park Site Map







### **SURVEYOR'S CERTIFICATE:**

STATE OF WISCONSIN ) ) SS

COUNTY OF WAUKESHA)

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision Outlot 2, of "Woodland Trails", recorded in the office of the Register of Deeds for Waukesha County on September 11, 2020 in Book 55 Pages 77 through 80 inclusive, as Document No. 4510019, being a of the Northwest 1/4, Northeast 1/4, and Southwest 1/4 of the Northwest 1/4 of Section 13, Town 8 North, Range 19 East, Village of Sussex, County of Waukesha, State of Wisconsin.

Said Parcel contains 1,305,806 Square Feet (or 29.9772 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of WOODLAND TRAILS PRESERVE, LLC., owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Sussex, Waukesha County, Wisconsin in surveying, dividing and mapping the same.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

Ted R. Indermuehle, P.L.S. Professional Land Surveyor, S-3119 TRIO ENGINEERING, LLC 4100 N. Calhoun Rd. Suite 300 Brookfield, WI 53005 Phone: (262)790-1480 Fax: (262)790-1481

### **UTILITY EASEMENT PROVISIONS:** (E)

An easement for electric, natural gas, and communications service is hereby granted by

WOODLAND TRAILS PRESERVE, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

WISCONSIN BELL, INC., d/b/a AT&T Wisconsin, a Wisconsin Corporation, Grantee, and

SPECTRUM Mid-America, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

### **CORPORATE OWNERS CERTIFICATE OF DEDICATION:**

WOODLAND TRAILS PRESERVE, LLC., a Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

#### **APPROVING AGENCIES:**

1.Village of Sussex

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration 2. Waukesha County, Department of Parks and Land Use

Witness the hand and seal of said Owner this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

WOODLAND TRAILS, LLC.

Steve Declene, President of Neumann Developements it's sole Member

STATE OF WISCONSIN ) ) SS

COUNTY OF

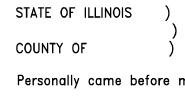
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named Steve Declene, President of the above named Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Company, by its authority.

> Print Name: \_\_\_\_\_ Public, \_\_\_\_\_ County, W My Commission Expires:

18-032-953-01

### **CONSENT OF CORPORATE MORTGAGEE:**

\_\_\_, 20 \_\_\_.



Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named, \_\_ \_\_\_\_\_. \_\_\_. \_\_\_\_\_\_ of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

### **CERTIFICATE OF VILLAGE TREASURER:**

STATE OF WISCONSIN ) ) SS COUNTY OF WAUKESHA)

I, Sam Liebert, being duly appointed, qualified and acting Treasurer of the Village of Sussex, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this \_\_\_\_\_Day of \_\_\_\_\_, 20\_\_\_\_ on any of the land included in the Plat of "WOODLAND TRAILS ADDITION NO. 1".

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20 .

### **VILLAGE BOARD APPROVAL CERTIFICATE:**

Resolved that the Plat of "WOODLAND TRAILS ADDITION NO. 1", in the Village of Sussex, WOODLAND TRAILS PRESERVE LLC, owner, is hereby approved by the Village Board.

Board of the Village of Sussex.

### **CERTIFICATE OF COUNTY TREASURER:**

STATE OF WISCONSIN ) ) SS COUNTY OF WAUKESHA)

I, Pamela F. Reeves, being duly elected, gualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_ on any of the land included in the Plat of "WOODLAND TRAILS ADDITION NO. 1".

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

# WOODLAND TRAILS **ADDITION NO. 1**

BEING A REDIVISION OF OUTLOT 2 OF "WOODLAND TRAILS", LOCATED IN A PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX. WAUKESHA COUNTY, WISCONSIN.

MIDLAND STATES BANK, a corporation duly organized and existing by virtue of the laws of the State of Illinois, Mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of WOODLAND TRAILS PRESERVE, LLC, owner, this \_\_\_\_\_\_ day of

MIDLAND STATES BANK

) SS

Print Name:\_\_\_\_

Public \_\_\_\_\_County, IL My Commission Expires:\_\_\_\_\_

Sam Liebert, Clerk/Treasurer

All conditions have been met as of this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_,

Anthony J. LeDonne, Village President

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village

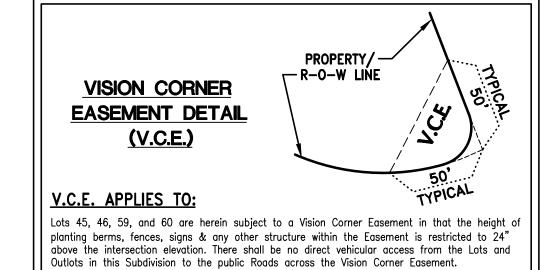
Sam Liebert, Clerk/Treasurer

Pamela F. Reeves, County Treasurer

TRIC

4100 N. Calhoun Rd. Suite 300 Brookfield, WI 53005 Phone: (262) 790-1480 Fax: (262) 790-1481

NO.	LOT(S)	RADIUS	CURVE TAE			CHORD BEARING	TANGENT IN	TANGENT OUT	
1	46	20.00	90.00,00	31.42	28.28	N46°12'58"W	N01°12'58"W	S88'47'02"W	
2	OUTLOT 4	10.00	180°00'00"	31.42	20.00	S88°47'02"W	N01°12'58"W	S01°12'58"E	
3	45	20.00	90'00'00"	31.42	28.28	S43°47'02"W	S88°47'02"W	S01 12 58 E	
4	45	15.00	83'47'05"	21.93	20.03	S43'06'30.5"E	S01°12'58"E	S85'00'03"E	
5	OUTLOT 4	10.00	180°00'00"	31.42	20.00	N88'47'02"E	S01°12'58"E	N01°12'58"W	
6	46	15.00	90'00'00"	23.56	21.21	N43'47'02"E	N88°47'02"E	N01°12'58"W	
7	CENTERLINE	100.00	55'49'38"	97.44	93.63	N63°18'09"W	N35°23'20"W	S88'47'02"W	
/	37	70.00	55'13'40"	67.47	64.89	N63°36'08"W	N35 <sup>*</sup> 59'18 <sup>*</sup> W	S88'47'02 W	
	N. R.O.W.	130.00		111.82	108.40	N60°21'37"W	N35'43'11"W	N85'00'03"W	
	45		49'16'52" 27'02'29"		60.79			N85'00'03 W	
		130.00		61.36		N71°28'48.5"W	N57°57'34"W		
0	44 	130.00	22°14'23"	50.46	50.14	N46°50'22.5"W	N35'43'11"W	N57'57'34"W	
8	E. R.O.W.	60.00	216'26'30"	226.65	113.98	N54'36'40"E	S17°10'05"E	N53°36'35"W	
	38	60.00	22°56'54"	24.03	23.87	S28'38'32"E	S17*10'05"E	S40°06'59"E	
	39	60.00	43 <b>°</b> 27'40 <b>"</b>	45.51	44.43	S61°50'49"E	S40°06'59"E	S83'34'39"E	
	EXTERIOR	60.00	9 <b>'</b> 33'37"	10.01	10.00	N88°21'27.5"W	S86*51'44"W	N83°34'39"W	
	40	60.00	43 <b>°</b> 25'36"	45.48	44.40	N65'08'56"E	N86'51'44"E	N43°26'08"E	
	41	60.00	45 <b>•</b> 17'37 <b>"</b>	47.43	46.21	N20°47'19.5"E	N43°26'08"E	N01°51'29"W	
	42	60.00	45 <b>•</b> 17'38 <b>"</b>	47.43	46.21	N24'30'18"W	N01 <b>*</b> 51'29 <b>"</b> W	N47'09'07"W	
	43	60.00	6 <b>°</b> 27'28"	6.76	6.76	N50°22'51"W	N47'09'07"W	N53'36'35"W	
9	CENTERLINE	100.00	94°49'03"	165.49	147.24	S41°22'30.5"W	S88*47'02"W	S06'02'01"E	
	36	70.00	94 <b>°</b> 49'03"	115.84	103.07	S41°22'30.5"W	S88*47'02"W	S06'02'01"E	
	W. R.O.W.	130.00	94 <b>°</b> 49'03"	215.13	191.41	S41°22'30.5"W	S88°47'02"W	S06°02'01"E	
	46	130.00	<b>4</b> °15'47 <b>"</b>	9.67	9.67	S86°39'08.5"W	S88°47'02"W	S84°31'15"W	
	47	130.00	25 <b>'</b> 34'23"	58.02	57.54	S71°44'03.5"W	S84°31'15"W	S58•56'52"W	
	48	130.00	26 <b>°</b> 28'11 <b>"</b>	60.06	59.52	S45°42'46.5"W	S58*56'52"W	S32°28'41"W	
	49	130.00	26 <b>°</b> 28'10"	60.06	59.52	S19 <b>'</b> 14'36"W	S32°28'41"W	S06°00'31"W	
	50	130.00	12 <b>'</b> 02'32"	27.32	27.27	S00°00'45"E	S06'00'31"W	S06'02'01"E	
10	CENTERLINE	400.00	25 <b>°</b> 39'49"	179.17	177.67	S06°47'53.5"W	S06°02'01"E	S19 <b>°</b> 37'48"W	
	E. R.O.W.	430.00	25 <b>°</b> 39'49"	192.60	191.00	N06°47'53.5"E	N19'37'48"E	N06'02'01"W	
	34	430.00	2 <b>°</b> 13'54"	16.75	16.75	N04°55'04"W	N03 <b>'</b> 48'07 <b>"</b> W	N06'02'01"W	
	33	430.00	9 <b>'</b> 43'37"	73.00	72.91	N01°03'41.5"E	N05*55'30"E	N03 <b>°</b> 48'07"W	
	32	430.00	9 <b>'</b> 43'37 <b>"</b>	73.00	72.91	N10°47'18.5"E	N15 <b>°</b> 39'07"E	N05*55'30"E	
	32	430.00	3°58'41"	29.85	29.85	N17°38'27.5"E	N19°37'48"E	N15 <b>°</b> 39'07"E	
	W. R.O.W.	370.00	25 <b>°</b> 39'49"	165.73	164.35	N06°47'53.5"E	N19'37'48"E	N06'02'01"W	
	52	370.00	4 <b>`</b> 18'20"	27.80	27.80	N03°52'51"W	N01°43'41"W	N06'02'01"W	
	53	370.00	13'24'59"	86.64	86.44	N04°58'48.5"E	N11°41'18"E	N01°43'41"W	
	54	370.00	7 <b>'</b> 56'30"	51.29	51.24	N15'39'33"E	N19'37'48"E	N11°41'18"E	
11	CENTERLINE	165.00	97 <b>°</b> 08'47"	279.76	247.43	S28'56'35.5"E	S19°37'48"W	S77 <b>°</b> 30'59"E	
	WEST	165.00	88 <b>'</b> 55'39 <b>"</b>	256.09	231.15	S24 <b>'</b> 50'01.5"E	S19 <b>°</b> 37'48"W	S69 <b>°</b> 17'51"E	
	EAST	165.00	8.13,08"	23.67	23.65	S73°24'25"E	S69°17'51"E	S77°30'59"E	
	E. R.O.W.	135.00	97'08'47"	228.90	202.45	S28'56'35.5"E	S19'37'48"W	S77'30'59"E	
	29	135.00	89 <b>'</b> 38'20 <b>"</b>	211.21	190.32	S25°11'22"E	S19'37'48"W	S70°00'32"E	
	28	135.00	7'30'27"	17.69	17.68	S73°45'45.5"E	S70°00'32"E	S77'30'59"E	
	W. R.O.W.	195.00	76'33'14"	260.54	241.59	S18'38'49"E	S19°37'48"W	S56°55'26"E	
	56	195.00	11°36'29"	39.51	39.44	S13°49'33.5"W	S19'37'48'W	S08'01'19"W	
	57								
		195.00	19°16'00"	65.57	65.26	S01'36'41"E	S08°01'19"W	S11°14'41"E	
	58	195.00	20°01'14"	68.14	67.79	S21°15'18"E	S11°14'41"E	S31°15'55"E	
10	59	195.00	25°39'31"	87.32	86.60	S44'05'40.5"E	S31°15'55"E	S56'55'26"E	
12	59	15.00	77'37'34"	20.32	18.80	N18°06'39"W	N20°42'08"E	N56'55'26"W	
13	60 OENTEDUNE	15.00	81°46'51"	21.41	19.64	S61°35'34.5"W	N77'31'00"W	S20'42'09"W	
14	CENTERLINE	130.00	52°15'30"	118.57	114.50	N76'21'16"E	S77°30'59"E	N50°13'31"E	
	S. R.O.W.	160.00	52°15'30"	145.93	140.93	N76'21'16"E	S77*30'59"E	N50°13'31"E	
	60	160.00	41°33'14"	116.04	113.51	N81°42'24"E	S77*30'59"E	N60°55'47"E	
	EXTERIOR	160.00	10'42'16"	29.89	29.85	S55*34'39"W	S50°13'31"W	S60*55'47"W	
	28	100.00	52 <b>°</b> 15'30 <b>"</b>	91.21	88.08	N76°21'16"E	S77°30'59"E	N50°13'31"E	
15	OUTLOT 5	4874.74	4°40'50"	398.22	398.11	N04°47'27"E	N07°07'52"E	N02°27'02"E	
16	EXTERIOR	90.00	12 <b>*</b> 52'27 <b>"</b>	20.22	20.18	S05*46'38.5"E	S00°39'35"W	S12'12'52"E	



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

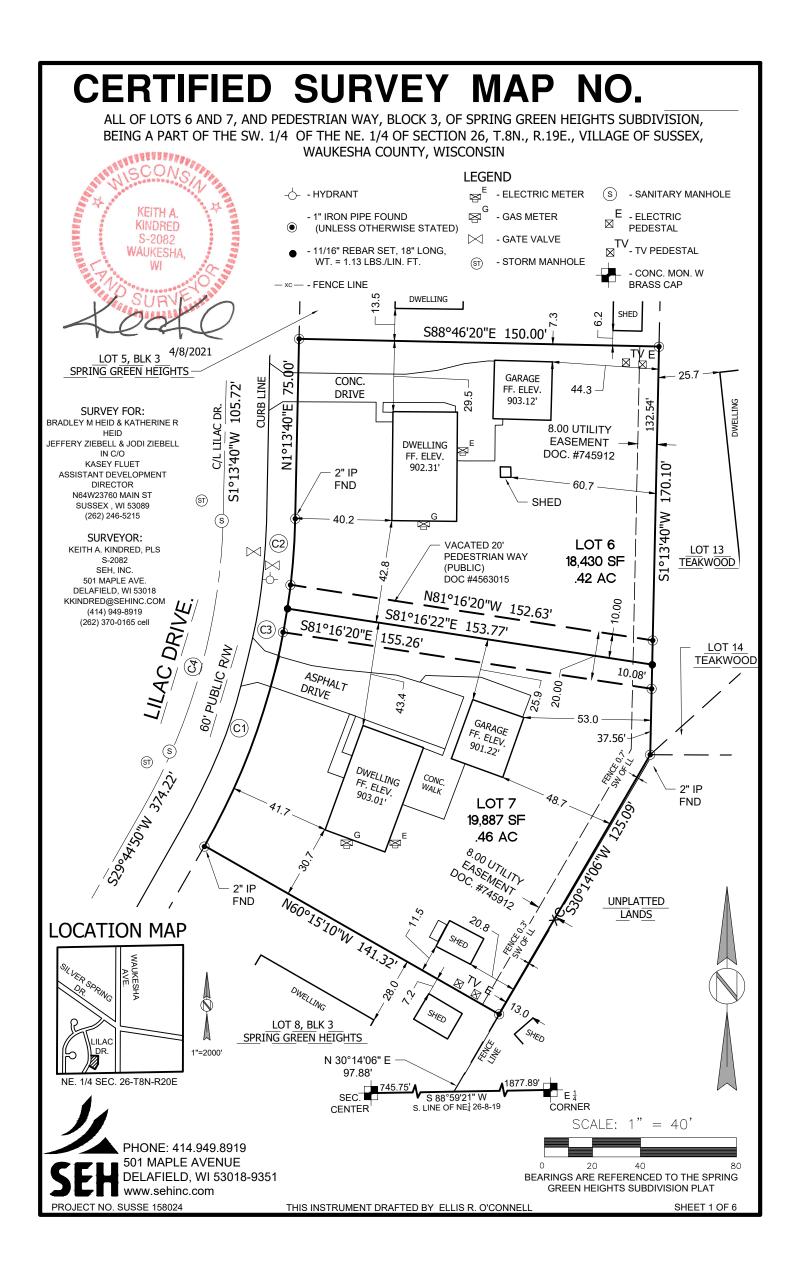
Certified

20

Department of Administration

SHEET 3 OF 3

DATED THIS 25th DAY OF MAY, 2021



## **CERTIFIED SURVEY MAP NO.**

ALL OF LOTS 6 AND 7, AND PEDESTRIAN WAY, BLOCK 3, OF SPRING GREEN HEIGHTS SUBDIVISION, BEING A PART OF THE SW. 1/4 OF THE NE. 1/4 OF SECTION 26, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

Curve Table							
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
C1	287.00'	21°01'04"	105.28'	104.69'	N19°14'24"E	N29°44'56"E	N08°43'53"E
C2	287.00'	7°30'03"	37.57'	37.55'	N04°58'51"E	N08°43'53"E	N01°13'50"E
C3	287.00'	28°31'07"	142.85'	141.38'	N15°29'23"E	N29°44'56"E	N01°13'50"E
C4	257.00'	28°31'07"	127.92'	126.60'	N15°29'23"E	N29°44'56"E	N01°13'50"E

NOTE: C3 - CHORD AND DISTANCE RECORDED AS: S15°29'15"W 141.39'

#### NOTE:

1. THESE LANDS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE VILLAGE OF SUSSEX PRIVATE WATER TRUSTS, RECORDED AS DOC #967244 & #959561, NOT GRAPHICALLY DEPICTED ON THIS MAP 2. THE 20' PEDESTRIAN WAY OF SPRING GREEN HEIGHTS SUBDIVISION HAS BEEN VACATED PER RECORDED

DOCUMENT #4563015 3.THE WISCONSIN ELECTRIC POWER COMPANY AND WISCONSIN TELEPHONE COMPANY EASEMENT SHOWN AND RECORDED AS DOC #745912.

4. THESE LANDS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE RESTRICTIVE COVENANTS FOR SPRING GREEN HEIGHTS, RECORDED AS DOCUMENT #745911



4/8/2021

# **CERTIFIED SURVEY MAP NO.**

ALL OF LOTS 6 AND 7, AND PEDESTRIAN WAY, BLOCK 3, OF SPRING GREEN HEIGHTS SUBDIVISION, BEING A PART OF THE SW. 1/4 OF THE NE. 1/4 OF SECTION 26, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

### SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped all of Lot 6, Lot 7, and Pedestrian Way, Block 3, of Spring Green Heights located in that part of the SW 1/4 of the NE 1/4 of Section 26, all located in the T.8N., R19E., Village of Sussex, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the East Quarter Corner of Section 26, thence S 88°59'21" W along the South line of the Northeast Quarter Corner for a distance of 1877.89', thence N 30°14'06" E, for a distance of 97.88' to the Southeast corner of Lot 7, Block 3 of Spring Green Heights and the point of beginning of the herein after described lands; thence N 60°15'10" W, for a distance of 141.32' to a point on the East Right of Way of Lilac Drive; thence along said Right of Way and a curve to the left with a radius is 287.00' and who's chord bares N 15°29'23" E, for a distance of 141.38'; thence N 01°13'40" E, for a distance of 75.00' to the Northwest corner of Lot 6, Block 3 Spring Green Heights; thence S 88°46'20" E, for a distance of 150.00' to the Northeast corner of Lot 6, Block 3 Spring Green Heights; thence S 01°13'40" W, along the East line of Lot 6 and Lot 7, Block 3 Spring Green Heights, for a distance of 170.10'; thence S 30°14'06" W, for a distance of 125.09' along the Southeast line of Lot 7, Block 3 Spring Green Heights to the Point of Beginning.

Said lands contain 38,317 Square Feet, 0.88 acres.

That I have made such survey, land division and Certified Survey Map by the direction of Bradley M Heid, Katherine R Heid, Jeffery Ziebell, and Jodi Ziebell, owners of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Village of Sussex in surveying, dividing and mapping the same.

Dated this \_8TH \_ day of <u>APRIL</u>, 2021



Keith A. Kindred, PLS S-2082



# **CERTIFIED SURVEY MAP NO.**

ALL OF LOTS 6 AND 7, AND PEDESTRIAN WAY, BLOCK 3, OF SPRING GREEN HEIGHTS SUBDIVISION, BEING A PART OF THE SW. 1/4 OF THE NE. 1/4 OF SECTION 26, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

### OWNER'S CERTIFICATE:

Bradley M Heid and Katherine R Heid, as owners, does hereby certify that Bradley M Heid and Katherine R Heid caused the land described on this map to be surveyed, mapped, divided, and dedicated as represented on this map, in accordance with the requirements of S.236.34, WIS. Statutes. Bradley M Heid and Katherine R Heid also certifies that this map is required to be submitted to the following for approval or objection: the Village of Sussex

In witness whereof, Bradley M Heid and Katherine R Heid, has caused these presents to be signed by an authorized representative,

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_

By: \_\_\_\_\_ Printed Name: Bradley M Heid

By: \_\_\_\_\_ Printed Name: Katherine R Heid

State of Wisconsin) Waukesha County) ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_,20\_\_, Bradley M Heid and Katherine R Heid, to me known to be the persons who executed the foregoing instrument, and to me known to be the authorized representative, and acknowledged that they executed foregoing instrument as officer.

My Commission expires\_\_\_\_\_



4/8/2021



# **CERTIFIED SURVEY MAP NO.**

ALL OF LOTS 6 AND 7, AND PEDESTRIAN WAY, BLOCK 3, OF SPRING GREEN HEIGHTS SUBDIVISION, BEING A PART OF THE SW. 1/4 OF THE NE. 1/4 OF SECTION 26, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

# OWNER'S CERTIFICATE:

Jeffery Ziebell and Jodi Ziebell, as owners, does hereby certify that Jeffery Ziebell and Jodi Ziebel caused the land described on this map to be surveyed, mapped, divided, and dedicated as represented on this map, in accordance with the requirements of S.236.34, WIS. Statutes. Jeffery Ziebell and Jodi Ziebel also certifies that this map is required to be submitted to the following for approval or objection: the Village of Sussex

In witness whereof, Jeffery Ziebell and Jodi Ziebel, has caused these presents to be signed by an authorized representative,

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_

By: \_\_\_\_\_ Printed Name: Jeffery Ziebell

By: \_\_\_\_\_ Printed Name: Jodi Ziebell

State of Wisconsin) Waukesha County) ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_,20\_\_, Jeffery Ziebell and Jodi Ziebel, to me known to be the persons who executed the foregoing instrument, and to me known to be the authorized representative, and acknowledged that they executed foregoing instrument as officer.

My Commission expires\_\_\_\_\_



4/8/2021



THIS INSTRUMENT DRAFTED BY ELLIS R. O'CONNELL

# **CERTIFIED SURVEY MAP NO.**

ALL OF LOTS 6 AND 7, AND PEDESTRIAN WAY, BLOCK 3, OF SPRING GREEN HEIGHTS SUBDIVISION, BEING A PART OF THE SW. 1/4 OF THE NE. 1/4 OF SECTION 26, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

# PLAN COMMISSION APPROVAL:

Approved by the plan commission of the Village of Sussex on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Anthony J. LeDonne — Chariman

Sam Liebert - Director, Clerk/Treasurer

# VILLAGE BOARD APPROVAL:

Approved by the Village Board of the Village of Sussex on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

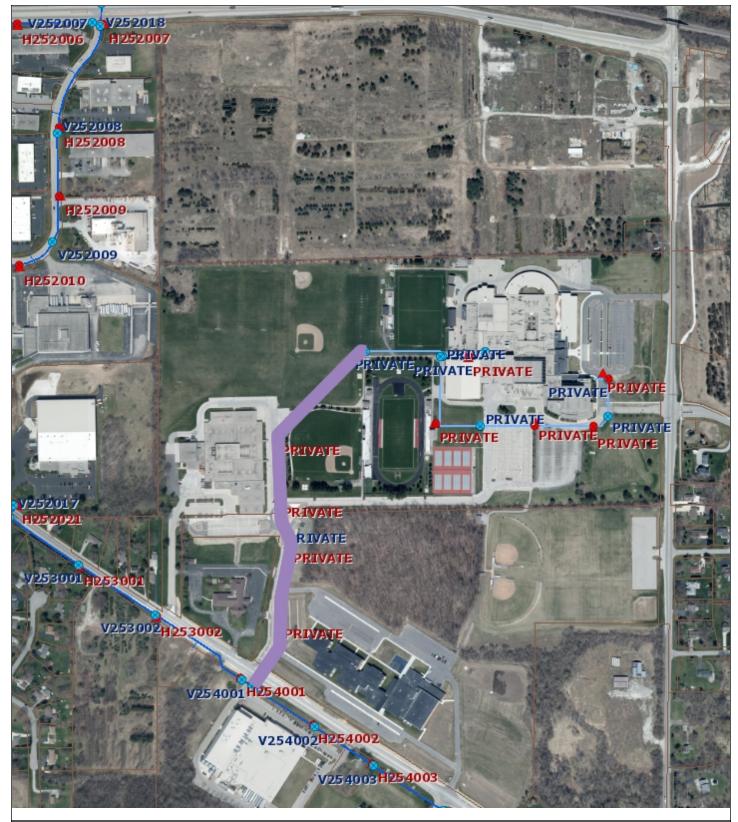
Anthony J. LeDonne - Village President

Sam Liebert - Director, Clerk/Treasurer



4/8/2021





# Village of Sussex EXHIBIT C - District Water System to be Dedicated to Village of Sussex



Village of Sussex N64 W23760 Main Street Sussex, WI 53089 262-246-5200

### **DISCLAIMER:**

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Sussex does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1 = 500'

Print Date: 5/26/2021



# Village of Sussex EXHIBIT D - Portion of District Water System to Remain Private



Village of Sussex N64 W23760 Main Street Sussex, WI 53089 262-246-5200

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Sussex does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1 = 500'

Print Date: 5/26/2021

#### **BILL OF SALE**

THIS BILL OF SALE (this **"Bill of Sale"**), is made as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2021 by and between the Hamilton School District, a school district organized and existing under the laws of the State of Wisconsin ("**Grantor**"), and the Village of Sussex, a municipal corporation organized and existing under the laws of the State of Wisconsin ("**Granter**").

#### WITNESSES:

A. Pursuant to the terms of that certain Amendment to Intermunicipal Agreement between the Hamilton School District and the Village of Sussex to Service the Hamilton High School, Fine Arts Facility, Templeton Middle School, and Silver Spring Intermediate School in order to Transfer Ownership of a Watermain to Provide Looping for the District and System dated as of the

\_\_\_\_\_day of \_\_\_\_\_\_, 2021 (the "Agreement"), Grantor agreed to convey and dedicate to Grantee all of the Dedicated Property, as defined below.

B. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

C. NOW, THEREFORE, in consideration of the receipt of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration paid in hand by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby mutually assent to the following

#### AGREEMENT:

Grantor by these presents does hereby GRANT, SELL, TRANSFER, SET OVER, and DELIVER to Grantee, its legal representatives, successors, and assigns, and Grantee hereby accepts all right, title, and interest in and to, such portion of Grantor's existing watermain system as currently exists upon certain District lands, as described in the <u>Exhibit C</u> attached to and made a part of this Agreement (collectively, the "**Dedicated Property**").

This Bill of Sale is made without any covenant, warranty, or representation by, or recourse against, Grantor.

This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and all of which counterparts taken together shall constitute one and the same agreement. Executed counterparts of this Bill of Sale may be delivered by electronic mail, and failure to deliver an executed original shall not affect the enforceability of this Bill of Sale, it being expressly agreed that each of Grantee and Grantor shall be bound by its own emailed signature and shall accept the emailed signature of the other.

If any term or provision of this Bill of Sale or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Bill of Sale or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Bill of Sale shall be valid and enforced to the fullest extent permitted by law.

Signatures to this Bill of Sale transmitted by electronic mail shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Bill of Sale with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this

Bill of Sale, it being expressly agreed that each party to this Bill of Sale shall be bound by its own emailed signature and shall accept the emailed signature of the other party to this Bill of Sale.

**IN WITNESS WHEREOF**, the undersigned have executed this Bill of Sale to be effective as of the date first set forth hereinabove.

### **GRANTOR:**

#### Hamilton School District

a school district organized and existing under the laws of the State of Wisconsin

By:	
Gabe	Kolesari
Title:	resident

Attest: Dawn M. Van Aacken Clerk

**GRANTEE:** 

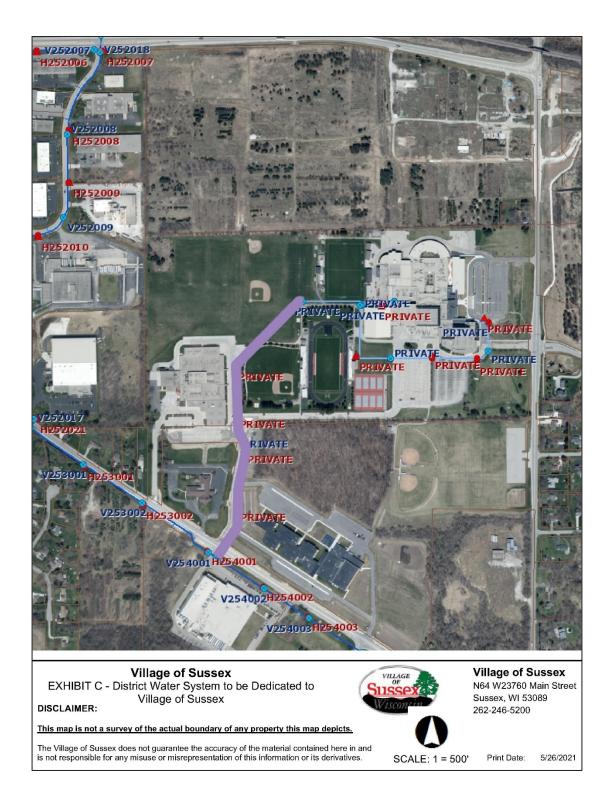
#### Village of Sussex,

a municipal corporation organized and existing under the laws of the State of Wisconsin

By:\_

Anthony LeDonne President

#### Exhibit C



# WATER UTILITY EASEMENT

Document Name

This Easement, made between the Hamilton School District, a Wisconsin Municipal Corporation Grantor, and the Village of Sussex, a Wisconsin Municipal Corporation and its successors, and assigns, Grantee,

Witnesseth, That Grantor, in exchange for \$1.00 and other good and valuable consideration, receipt and sufficiency of which is acknowledged, grants and warrants to Grantee a permanent non-exclusive easement upon, within, and beneath a part of Grantor's land hereinafter referred to as the "easement area" in Waukesha County, State of Wisconsin

Said easement area(s) are described as a strip of land 20 feet wide for being a part of the following described property:

The location of the easement area(s) with respect to the Grantor's land is as shown on Exhibits "A" and "B" (which is attached hereto and hereby incorporated by reference).

Recording Area

Name and Return Address

Sam Liebert, Clerk-Treasurer Village of Sussex N64W23760 Main Street Sussex, WI 53089

Parcel Identification Number (PIN)

- 1. Purpose: The purpose of this Easement is to install, operate, maintain, and replace underground water utility facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by Grantee, all to transmit municipal water. Trees, bushes, branches, and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access: Grantee, and its employees, agents, and independent contractors shall have the right to enter upon the easement area for the purpose of exercising its rights in the easement area.
- 3. Buildings and Other Structures. Grantor agrees that no structures will be erected in the easement area, or in such close proximity to the facilities, such as to prevent Grantee from exercising its rights under this easement.
- 4. Elevation. Grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than six (6) inches without the written consent of Grantee.
- 5. Restoration. Grantee agrees to restore or cause to have restored the Grantor's land to grade and replace sod or grass disturbed. This restoration, however, does not apply to any trees, bushes, branches, or roots which may interfere with Grantee's use of the easement area.
- Exercise of Rights: It is agreed that the complete exercise of rights herein conveyed may be gradual and not 6. fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by nonuse.

This Easement shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Grantor and Grantee and their respective heirs, personal representatives, successors and assigns

Dated this day of June, 2021.

#### Hamilton School District Grantor

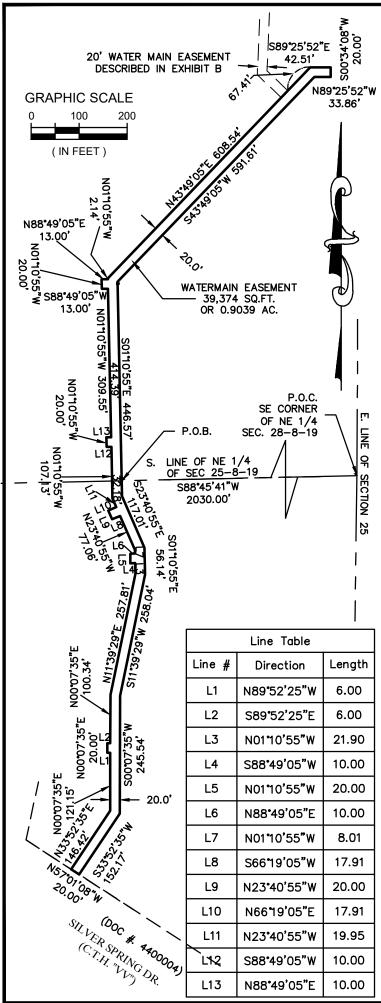
By: Title:

State of Wisconsin

} SS County of Waukesha

Personally came before me this day of June, 2021 the above named foregoing instrument by its authority and on its behalf and acknowledged the same.

> Notary Public, State of Wisconsin My Commission:



# EXHIBIT A watermain easement

Part of the Northeast 1/4 and the Southeast 1/4 of Section 25. Township 8 North, Range 19 East, in the Village of Sussex, Waukesha County, Wisconsin, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said Section 25: thence South 88°45'41" West along the South line of said Northeast 1/4 Section, 2030.00 feet to the point of beginning; thence South 01°10'55" East 32.18 feet to a point; thence South 23°40'55" East 117.01 feet to a point; thence South 01°10'55" East 56.14 feet to a point: thence South 11°39'29" West 258.04 feet to a point; thence South 00°07'35" West 245.54 feet to a point; thence South 33°52'35" West 152.17 feet to a point in the Northeasterly line of Silver Spring Drive; thence North 57°01'08" West along said line 20.00 feet to a point; thence North 33°52'35" East 146.42 feet to a point; thence North 00°07'35" East 121.15 feet to a point; thence North 89°52'25" West 6.00 feet to a point; thence North 00°07'35" East 20.00 feet to a point; thence South 89°52'25" East 6.00 feet to a point; thence North 00°07'35" East 100.34 feet to a point; thence North 11°39'29" East 257.81 feet to a point; thence North 01°10'55" West 21.90 feet to a point; thence South 88°49'05" West 10.00 feet to a point; thence North 01°10'55" West 20.00 feet to a point; thence North 88°49'05" East 10.00 feet to a point; thence North 01°10'55" West 8.01 feet to a point; thence North 23°40'55" West 77.06 feet to a point; thence South 66°19'05" West 17.91 feet to a point; thence North 23°40'55" West 20.00 feet to a point; thence North 66°19'05" East 17.91 feet to a point; thence North 23°40'55" West 19.95 feet to a point; thence North 01°10'55" West 107.13 feet to a point; thence South 88°49'05" West 10.00 feet to a point; thence North 01°10'55" West 20.00 feet to a point; thence North 88°49'05" East 10.00 feet to a point; thence North 01°10'55" West 309.55 feet to a point; thence South 88°49'05" West 13.00 feet to a point; thence North 01°10'55" West 20.00 feet to a point; thence North 88°49'05" East 13.00 feet to a point; thence North 01°10'55" West 2.14 feet to a point; thence North 43°49'05" East 608.54 feet to a point; thence South 89°25'52" East 42.51 feet to a point; thence South 00°34'08" West 20.00 feet to a point; thence North 89°25'52" West 33.86 feet to a point; thence South 43°49'05" West 591.61 feet to a point; thence South 01°10'55" East 414.39 feet to the point of beginning. Lands containing 39,372 sq.ft. or 0.9039 acres.

> Prepared for: Village of Sussex Date: May 25, 2021 Drawing No: 161054-KAC

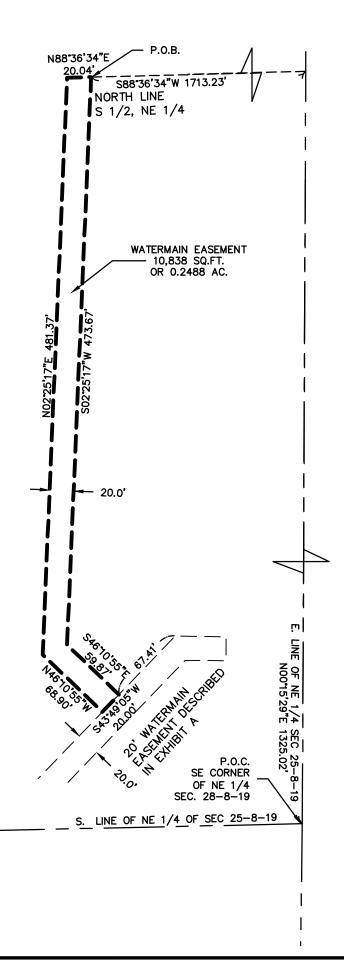


16745 W. Bluemound Road Brackfield, WI 53005-5938 (262) 781-1000 rasmith.com

CREATIVITY BEYOND ENGINEERING

SHEET 1 OF 1 S:\5161054\DWGEX121A2H.dwg \ EXHIBIT A

# EXHIBIT B



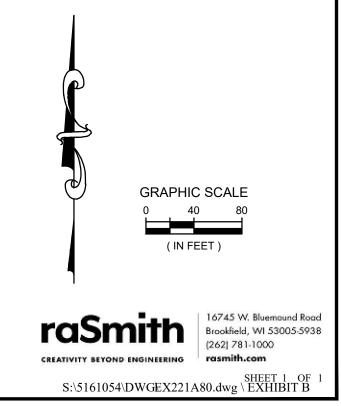
# WATERMAIN EASEMENT

Part of the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 8 North, Range 19 East, in the Village of Sussex, Waukesha County, Wisconsin, described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 25; thence North 00°15'29" East along the East line of said Northeast 1/4 Section, 1325.02 feet to a point; thence South 88°36'34" West along the North line of the South 1/2 of said Northeast 1/4 a distance of 1713.23 feet to the point of beginning; thence South 02°25'17" West 473.67 feet to a point; thence South 46°10'55" East 59.87 feet to the water main easement described in Exhibit A; thence South 43°49'05" West along said easement 20.00 feet to a point; thence North 46°10'55" West 68.90 feet to a point; thence North 02°25'17" East 481.37 feet to a point; thence North 88°36'34" East along said North line 20.04 feet to the point of beginning.

Lands containing 10,838 sq.ft. or 0.2488 acres.

Prepared for: Village of Sussex Date: May 25, 2021 Drawing No: 161054-KAC





#### MEMORANDUM

From: Sam Liebert, Administrative Services Director Date: June 10, 2021 RE: Tundra Treats Mobile Food Vendor Application

Tundra Treats, LLC has applied for a Mobile Food Vendor License. The applicant has turned in all required application materials to the satisfaction of Village Staff.

Staff have found no issues with the applicant's background investigation checks.

Due to the warm weather and business season having begun for ice-cream vendors, staff has expedited this application straight to Village Board.

Per ordinance, if approved, this license would be administratively approved in future years.

The applicants (Scott and Kim Hughes) plan to be in attendance and made available for questions.



# Application for Mobile Food Vendor License

LICENSE FEE: \$200.00 plus Investigation Fee(s)

The license shall be valid from April 1 through November 30 unless the Village Board approves alternative dates. Hours of operation are Monday – Sunday between 6:00 am and 7:00 pm.

Vendors are allowed on the streets of Miller Way, Village Drive, Sussex Road, North Corporate Circle, South Corporate Circle, Executive Drive (between North Corporate Cir. and South Corporate Cir.), on private property with written permission and as allowed by the Park and Recreation Department for the Farmers Market and Special Events. The licensee may not be located on one street or one private property lot for more than 4 hours within a 24 hour period. This time restriction does not apply to Park and Recreation Department authorized licenses for the Farmers Market or Special Events.

BUSINESS INFORMATION	
Business Name Tundra Treat, LLC	_ WI Seller's Permit No. 456-1030606436-02
Street W223 N4971 E. VIEWDY	
City SUSSEX State	W Zip Code 53089
Contact Name Kim Hughes Email	Phone
APPLICANT INFORMATION Scott + Rimberly Hughes Email Email	Phone
City State State Date of Birth Driver's License/Sta	Zip Code te ID No
VEHICLE DESCRIPTION Make <u>Chevy</u> Model <u>3500</u> Color <u>Ved</u> 4 FOOD VENDOR INFORMATION	Year License Plate No
Nature of business and brief description of the type of food prod Tundra Treats LLC, Prepacked Cookies: prepackaged bars, Tre	eats
Address or location from which business will be conducted:	22.3 N4971 E. VIEW Dr SUSSON 53089
Date(s) of Operation M - Sunday Tim	e(s) of Operation92 PM
Most recent municipalities where applicant conducted business	
Have you ever been convicted of any crime or ordinance violation within the last five years?	on related to food peddler or transient merchant business

If yes, list the nature of the offense:

NP

LIST OF EMPLOYEES (Please include a Release of Information Authorization form for each employee listed.)

As the employer of individuals whose names are listed on this application, I accept the responsibilities imposed by State Law for the acts of my employees. (Initial) \_\_\_\_\_

#### SIGNATURE

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

Signature of Applicant

Date

#### APPLICATION ATTACHMENTS

- Submit a copy of a passing mobile food truck inspection report from the Waukesha County Environmental Health Division (262-896-8300) or the Department of Agriculture, Trade & Consumer Protection (DATCP).
- <sup>↑</sup> □ Submit a copy of a passing vehicle inspection report from the Sussex Fire Department (262-246-5220).
  - Submit a Mobile Food Vendor plan addressing sanitation and pedestrian/traffic safety including the standards outlined in Chapter 4.035 of the Municipal Code of the Village of Sussex. (attached)
  - Submit a copy of Certificate of Liability Insurance. (The Village of Sussex must be named as an additional insured if selling at the Farmer's Market, at Special Events or on village property.)
  - Submit a copy of WI Seller's Permit
  - If operating on private property, submit a copy of written permission from the property owner.
  - □ If operating at Farmer's Market or Special Events, submit a copy of written permission from the Sussex Park and Recreation Department.

		Village of Sussex Email: info@villagesussex.org N64W23760 Main Street, Sussex WI 53089 Phone 262-246-5200 Fax 262-246-5222	
	0	For Office Use Only – PLU 128	
1	New	Village Board Action: Approved Denied	Date
4	Renewal	Village Administrator's Approval	Date
	Renewal License Fee 200	Investigation Fee	License #

# Tundra Treats LLC Sanitation and Safety Proposed Plan - 6/10/21

- One two trash cans will be provided outside of the Tundra Truck for merchants to throw away any type of packaging or waste including, but not limited to bottles, cans, ice cream wrappers, napkins, etc.
- 2) At the end of event or stay at location, Tundra Treats will clean up around truck for any waste that did not make it into trash cans
- 3) Tundra Treats agrees to only play music only while the Tundra Truck is moving and music will be kept at a reasonable level, so as to not disturb local residents.
- 4) The Tundra Truck will only serve pre-packaged ice cream on the passenger side of the vehicle when it is parked at a curb, grassy area or parking area to promote safety for all customers from moving traffic.
- 5) The Tundra Truck will only serve pre-packaged ice cream to merchants when the truck is at a complete stop.
- 6) The Tundra Truck will NOT park in or block pedestrian walkways.
- 7) Tundra Treats will obtain permission from any private property before parking in a location that is privately owned.

	er Receipt		& State Fa
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	E FARM FIRE AND CASUALTY		STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEX
	STATE FARM INDEMNITY COMPANY		STATE FARM GUARANTY INSURANCE COMPANY
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		DR, SUSSEX, WI. 53089	-4497
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2002	GMC/CHEVY	<b>  G31</b>	1GBHG31R021160765
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1006321

136256,4 02-12-2021

#### \* Re: Tundra Treats/Sussex location

Pete Sailhamer «posithamarikgmet.com» To: Scott

Scott,

Yes we agree to this, This email will suffice for a written agreement. Thanks for maching out to us and hope business treats you well. You can start effective immediately.

#### Pete Salihamer MLI Commercial LLC 608-620-4581

والمتعادية والمعادية والمعادية والمتعادية والمتعادية والمعادية والمعادية والمعادية والمعادية

On Fri, Jun 4, 2021. 11:39 AM Scott <senil20016@mino.com> wrote:

Pete,

Think you for speaking with me the other day about allowing us to park our loe Green Thuck on the Suscex on the Main property a couple times a week for a few hours. As per our conversation I am withing down the specifics as well as lookuling copies of our insurance and permits.

Tundra Treats, LLO agrees to the following terms and shall ablob by the following:

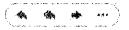
Tundra Treats will utilize the parking lot of Sussax on the Mola no more than two days/evenings per vices and for no more than 4 hours at any one time. Tundra Treats will park on sald property as far away from active stores as is feasible so as not to cause any disruptions to existing tenants.

For allowing fundra Treats to titlize the parking area we agree to pay 10% of all profits derived during our time on the property. A check along with an accounting sheet shall be mailed on the first of each month for the previous months seles.

Thank you sgain,

- Scott Hughes (262) 751-8817

Tundra Treats, LLC



🙈 Sai, Jui S at 150 PM

	and the second secon		
C	WAUKESHA COUR DEPARTMENT OF PARKS USE Division of Environment	AND LAND	
	License, Permit or Regis	stration	
The person, firm, or corporation whose name appears on this license is hereby authorized to operate the facility indicated below. The operation and maintenance of the facility shall be in accordance with the Waukesha County Code. This is not a zoning permit.			
ACTIVITY		EXPIRATION DATE	I.D. NUMBER
Mobile Retail Food - Not Serving	Meals, Pre-packaged - Food	30-Jun-2022	HDEH-C2VRHT
Sales No Processing <25,000			THE ADDISEOS
LICENSEE MAILING ADDRESS	NOT TRANSFERABLE		
TUNDRA TREATS, LLC		TUNDRA TREATS-BA W223N4971 E VIEW	1 I I I I I I I I I I I I I I I I I I I
W223N4971 E VIEW DR		SUSSEX WI 53089	μ <u>α</u>
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WISCONSIN DEPARTMENT OF REVENUE PO BOX 8902 MADISON, WI 53708-8902

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SCOTT HUGHES W223N4971 E VIEW DR SUSSEX WI 53089-4407

200 - E. C. C.

#### **Contact Information:**

2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902 ph: 608-266-2778 fax: 608-224-5761 email: DORBusineseTax@wisconsin.gov website: revenue.wi.gov

Letter ID L04

L0477030992

# Wisconsin Department of Revenue Seller's Permit

Legal/real name: Business name:

SCOTT HUGHES

TUNDRA TREATS, LLC W223N4971 E VIEW DR SUSSEX WI 53089-4407

 This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.

You may not transfer this permit.

 This permit must be displayed at the place of business and is not valid at any other location.

 If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type

Account Type

**Account Number** 

Sales & Use Tax

Seller's Permit

456-1030606436-02



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

### M E M O R A N D U M

To: Village Board
From: Judith A. Neu, Village Engineer
Date: June 17, 2021
Re: Sussex Preserve Area – We Energies Easements

We Energies has requested easements over portions of several Outlots in the Sussex Preserve subdivision. The Outlots contain storm water management ponds and were dedicated to the Village in earlier plats in the Sussex Preserve Area. Now the electric system needs to be installed in the last phase of the subdivision and the plans show underground wires crossing these outlots. The easements skirt the edges of the ponds and the We Energies plans show only underground wires for the initial installation which will not interfere with the pond functions. Staff recommends that the Board approve the easement with We Energies.

Document Number

#### DISTRIBUTION EASEMENT UNDERGROUND ELECTRIC AND COMMUNICATIONS

#### WR NO. **4598215** IO NO. **14021**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VILLAGE OF SUSSEX, a Municipal Corporation, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, SPECTRUM MID-AMERICA, LLC and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land varying in width being a part of Grantor's premises described as **Outlot 2** of **Sussex Preserve** and **Outlot 9** of **Sussex Preserve Addition No. 2**, both being subdivisions in the **Northeast 1/4 of Section 34 and the Southeast 1/4 of Section 27**, **Township 8 North, Range 19 East**, in the Village of Sussex, Waukesha County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO: We Energies PROPERTY RIGHTS & INFORMATION GROUP 231 W. MICHIGAN STREET, ROOM P129 PO BOX 2046 MILWAUKEE, WI 53201-2046

> SUXV0252201 & SUXV0252252 (Parcel Identification Number)

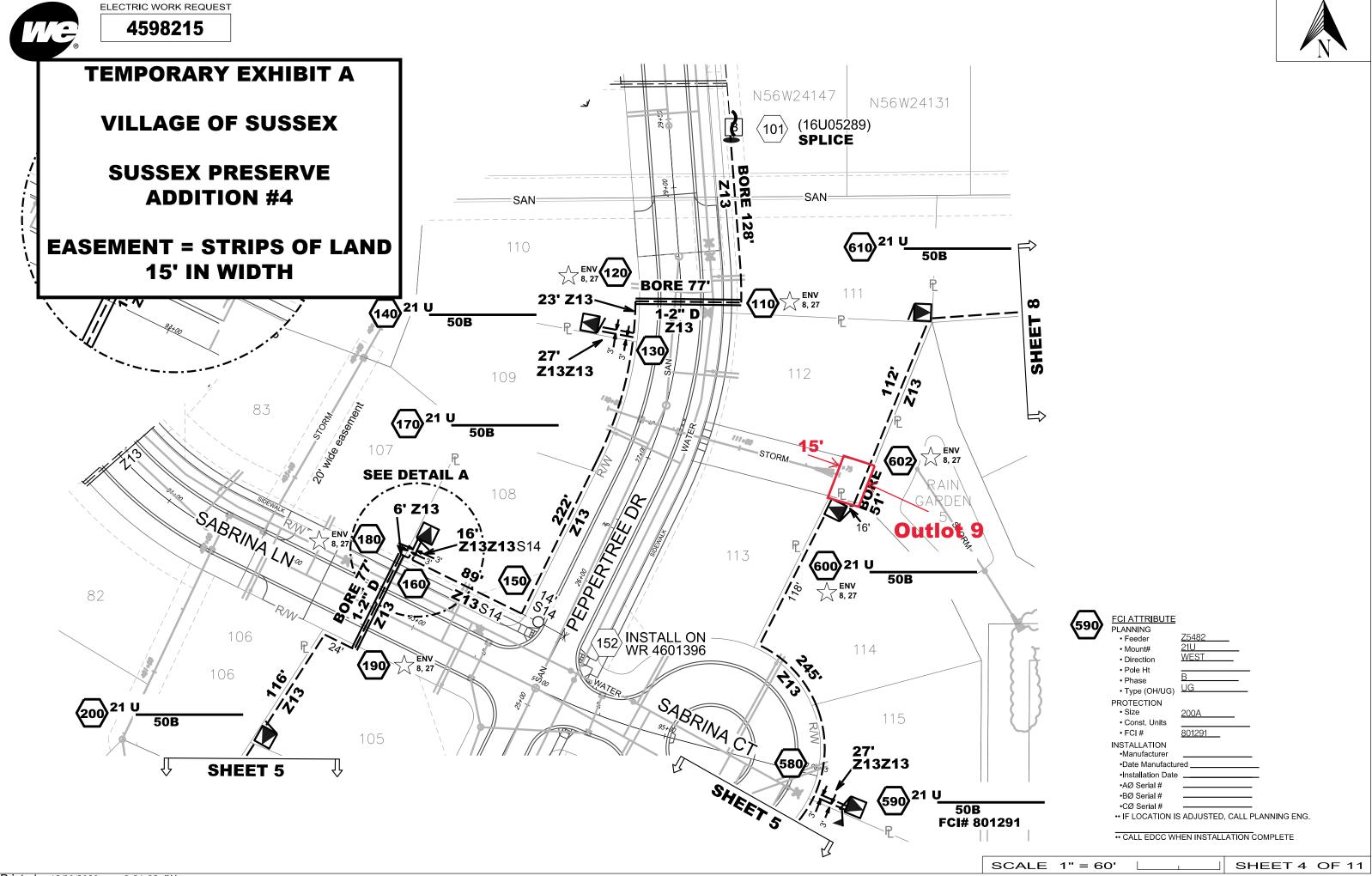
- 1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access: Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 3. Buildings or Other Structures: Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
- 4. Elevation: Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- **5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights: It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties: This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
- 8. Easement Review: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

Grantor:

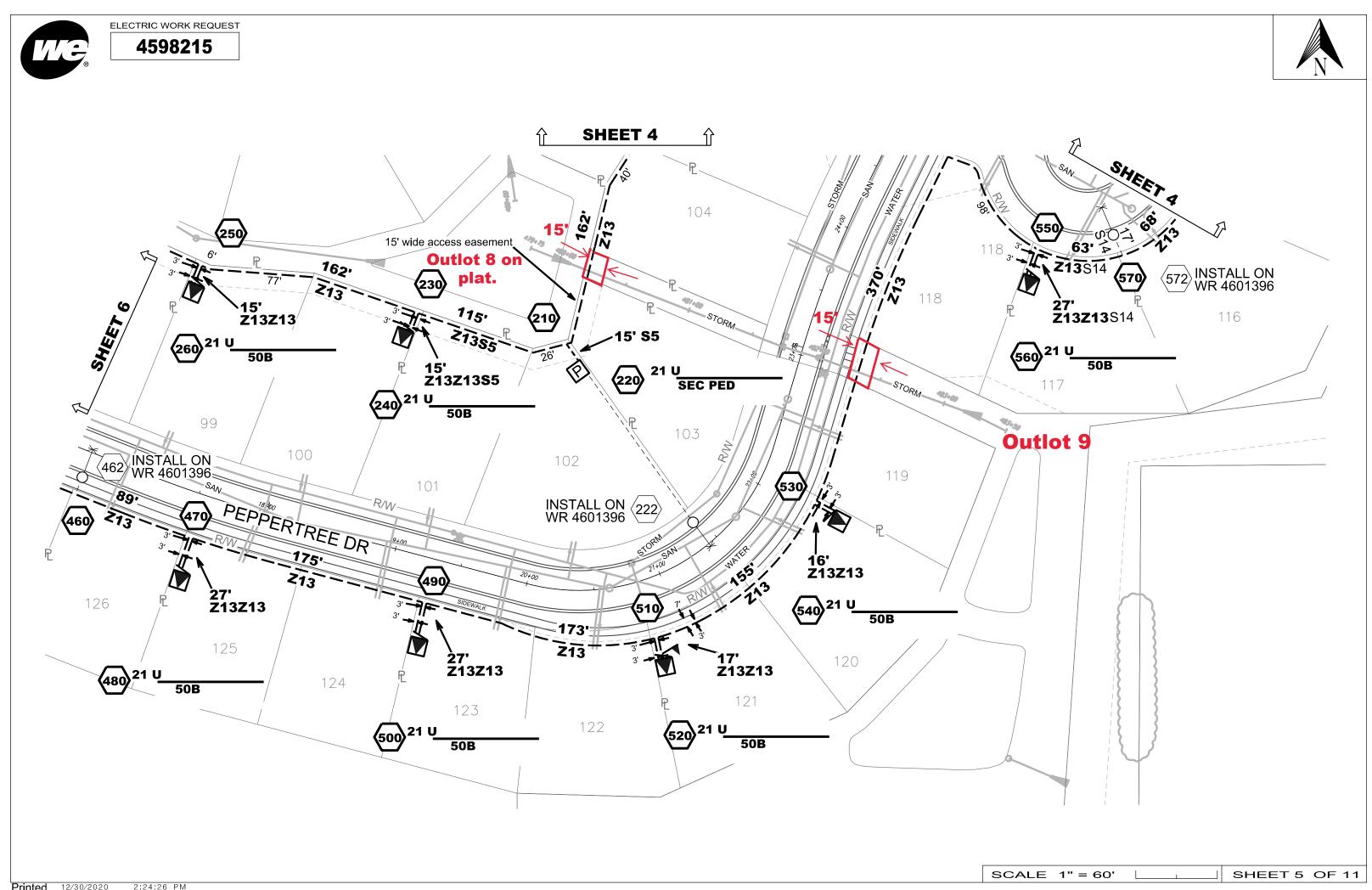
## VILLAGE OF SUSSEX, a Municipal Corporation

	Ву	
	(Print name and title):	
Personally came before me in	County, Wisconsin on	
the above named	, the	of the VILLAGE
OF SUSSEX, a Municipal Corporation, for the municipal	corporation, by its authority.	
	Notary Public Signature, State of Wisconsin	
	Notary Public Name (Typed or Printed)	
(NOTARY STAMP/SEAL)	My commission expires	

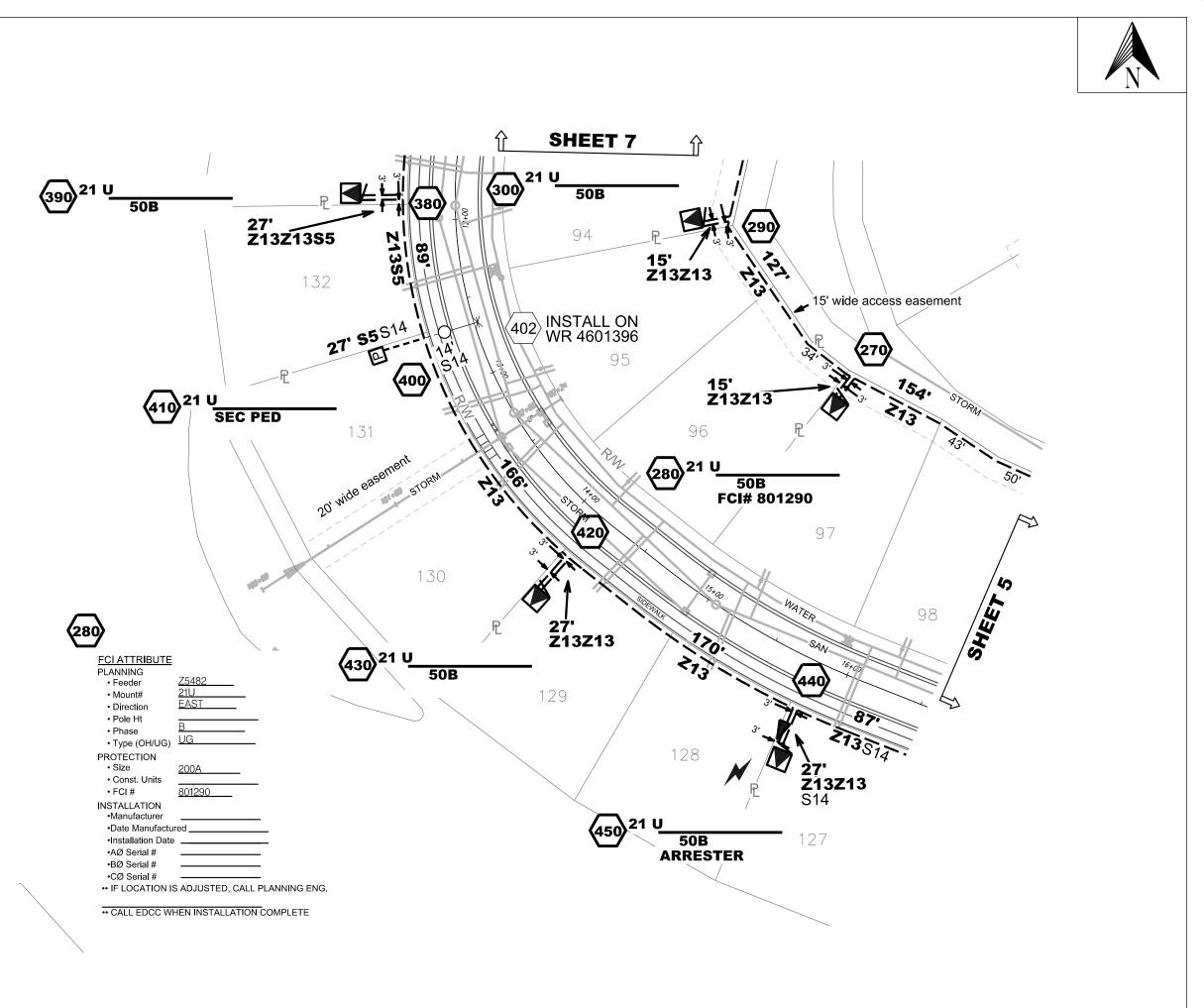
This instrument was drafted by Barb Schaefer on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.





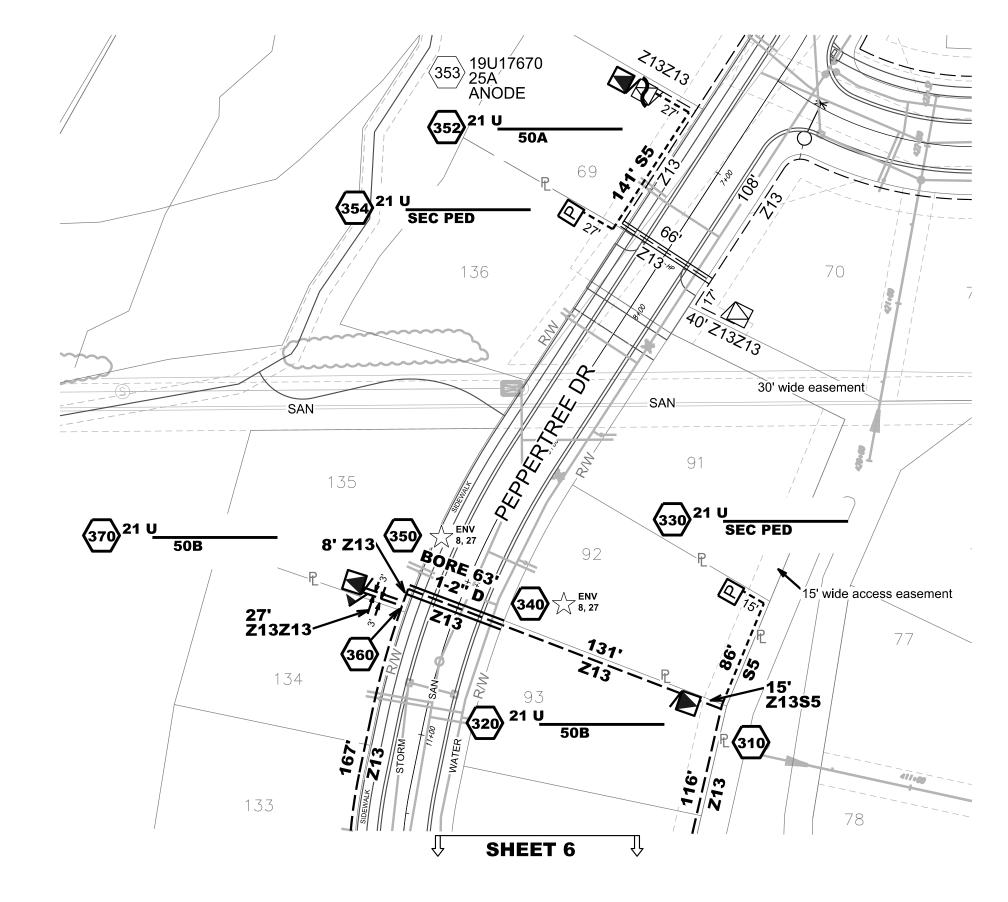






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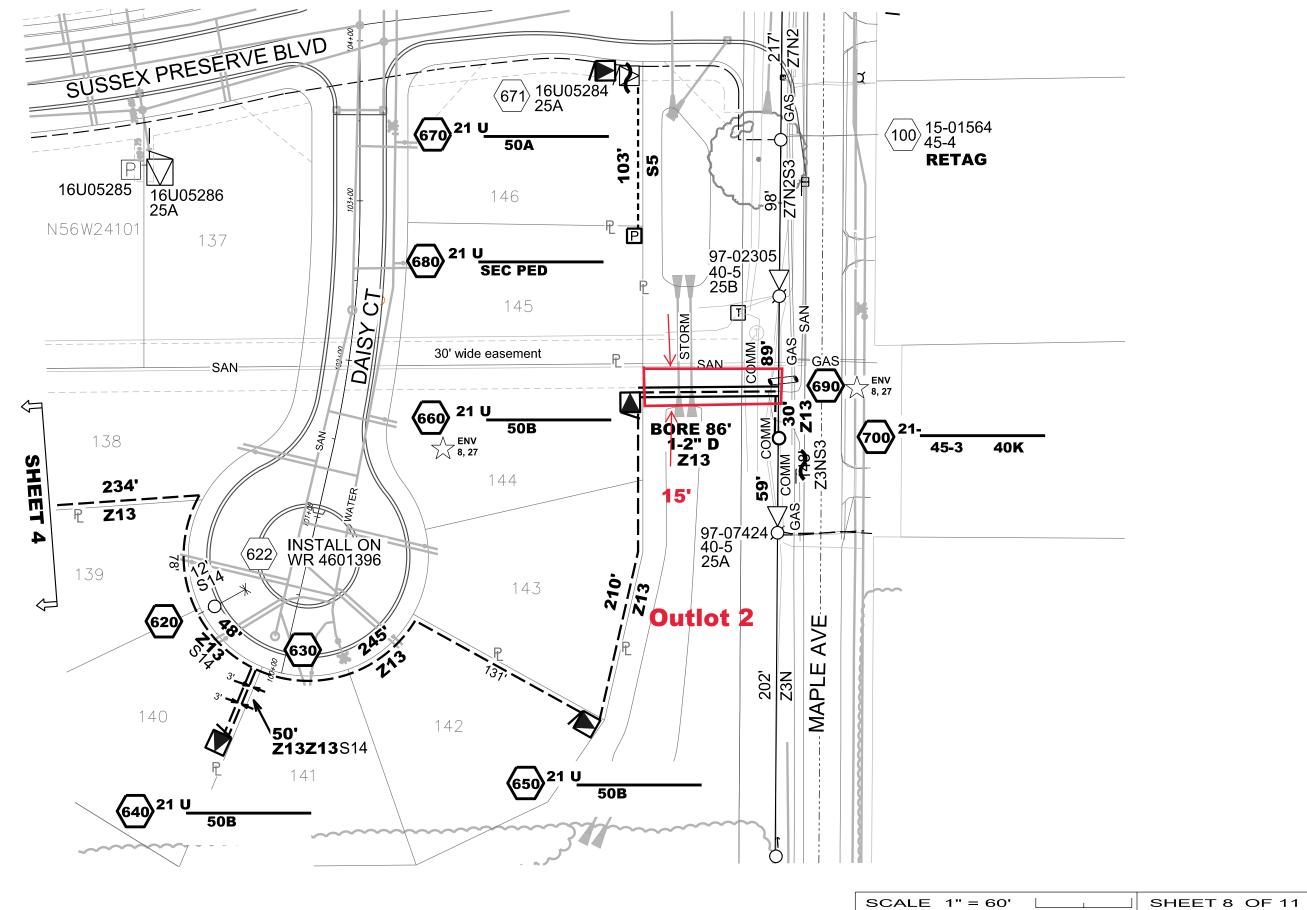
ELECTRIC WORK REQUEST





ALE 1" = 60'	SHEET 7	OF 11







# Proposed Citizen Appointments Effective July 1, 2021

## Architectural Review Board:

• Gary Foxe\*

## **Board of Appeals:**

- Mike Knapp
- Mike Schulist

#### CDA:

• Dan Badalamente

### Park and Recreation:

- Robert Fourness\*
- Nadine Coenen\*

# Senior Citizen Advisory Committee:

- Claire Moe\*
- Jennifer Waltz\*
- Shirley Johnson\*
- Roger Johnson\*
- Karen Vojtas\*
- John "Jake" White Prefers Jake

\*Existing Appointment

### STATE OF WISCONSIN VILLAGE OF SUSSEX WAUKESHA COUNTY

# **RESOLUTION WAIVING CONFLICT OF INTEREST BETWEEN THE TOWN OF LISBON AND THE VILLAGE OF SUSSEX**

WHEREAS, the Town of Lisbon and the Village of Sussex are both represented by the law firm of MUNICIPAL LAW & LITIGATION GROUP, S.C.; and

WHEREAS, the Town and Village desire to reach an agreement between themselves and Lannon Stone Quarry regarding transfer of territory, revenue issues and extension of Village utilities; and,

WHEREAS, the Town and Village desire to reach a Cooperative Boundary Agreement between themselves; and,

WHEREAS, both the Town and Village wish to continue to receive legal advice about the agreements from MUNICIPAL LAW & LITIGATION GROUP, S.C.; and

WHEREAS, MUNICIPAL LAW & LITIGATION GROUP, S.C., has notified the Village that the firm cannot represent both the Town's and the Village's interest in part because of Supreme Court Rule 20:1.7, which provides that a lawyer shall not represent a client if the representation of that client will be directly adverse to another client unless the lawyer reasonably believes the representation will not adversely affect the relationship with the other client and each client consents in writing, after consultation; and

WHEREAS, MUNICIPAL LAW & LITIGATION GROUP, S.C., has consulted with the Village and advised the Village that its interests could be materially impacted by such an agreement.

NOW, THEREFORE, BE IT RESOLVED, the Village Board of the Village of Sussex hereby consents to the Village Attorneys, MUNICIPAL LAW & LITIGATION GROUP, S.C., representing both the Town of Lisbon and Village of Sussex in their discussions and draft of agreements related to transfer of territory, revenue issues and extension of Village utilities.

### EFFECTIVE DATE.

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021

# VILLAGE OF SUSSEX

By: \_\_\_\_\_\_ Anthony LeDonne, Village President

Attest:

By: \_\_\_\_\_ Sam Liebert, Village Clerk