



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

AGENDA
VILLAGE BOARD
VILLAGE OF SUSSEX
6:00 PM TUESDAY, FEBRUARY 25, 2020
SUSSEX CIVIC CENTER – BOARD ROOM 2nd FLOOR

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes of the Village Board meeting held on February 11, 2020.
4. Communications and Public Hearings
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions including Successfully Sussex Awards.
 - B. Public Hearing(s)
5. Committee Reports
 - A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 1. Recommendation and possible action on Sussex Area Service Club 10 Year Contract Agreement.
 2. Recommendation and possible action on 2020 Village Park Concession Stand Contract.
 3. Recommendation and possible action on 2020 4th of July Fireworks Contract with Wolverine Fireworks.
 - 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 a CSM for Prestwick Group addition (W248N5499 Executive Drive).

- F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
1. Recommendation and possible action on Ordinance No. 863, An Ordinance to repeal and recreate Chapter 7, Subsection 7.14 entitled “REGULATION OF HEAVY TRAFFIC” and Subsection 7.17 entitled “PENALTIES” of the Municipal Code of the Village of Sussex.
 2. Recommendation and possible action on Ordinance No. 865, An Ordinance to repeal and recreate Chapter 9.09 Subsection (4)(E) Entitled “ALARM SYSTEM REQUIREMENTS AND FALSE ALARMS PROHIBITED, FALSE ALARM FEES” of the Municipal Code of the Village Of Sussex.
 3. Recommendation and possible action on Resolution No. 20-09, A Resolution setting False Alarm Fees.
6. Staff Reports on upcoming events, projects in process, future agenda items and scheduled meetings.
 7. Comments from citizens present.
 8. Old Business.
 9. New Business.
 10. Consideration and possible action on resignations and appointments.
 11. Adjournment

Greg Goetz
Village President

Jeremy Smith
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. 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 Jeremy Smith at 246-5200.

DISCLAIMER- THE FOLLOWING ARE DRAFT MINUTES FROM
THE 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
February 11, 2020**

1. Roll Call

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

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

Members excused: Wendy Stallings.

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

2. Pledge of Allegiance

President Goetz led the pledge of allegiance.

3. Meeting Minutes

A motion by Adkins, seconded by Zoellick to approve the January 28, 2020 Village Board meeting minutes.

Motion carried 6-0

4. Communications and Public Hearings

A. Village President Report

President Goetz stated that the Spring Primary is February 18 and the polls are at the Civic Center. Voting takes place 7:00 am – 8:00 pm. Board of Fire Commissioners will meet on February 18 at 5:00 pm and the Public Safety & Welfare Committee meets at 6:00 pm, both meetings take place in the Committee Room on the second floor of the Civic Center. The Plan Commission meets at 6:30 pm in the Board Room on February 18. Park & Recreation Committee will meet at 7:00 pm in the Committee Room. February 19, the Pauline Haass Library Board will meet at 6:30 pm in the Quad Graphics Room at the Library. The village needs temporary summer help and encourages the public to apply. Bids for the Maple Avenue project were taken. Stark has the North Side and Super Western has the South Side of the project. This is the village's last major road project before refocusing on subdivision roads again. A new dog park is opening in Menomonee Falls in conjunction with the village each contributing 25% and the county picking up the remaining 50%. Sussex Winter Markets are on Sundays at the Civic Center 9:30 am – 1:00 pm.

B. Update on Lake Country Municipal Court

Judge Timothy Kay gave an update on the Lake Country Municipal Court and thanked the Village for being a great partner to work with.

5. Committee Reports

A. Finance and Personnel

A.1. Motion by Uecker, seconded by Bartzen to approve the Closing of the 2019 Check Register and the January Check Register and P-card Statement in the amount \$1,144,700.15. Motion carried 6-0

A.2. Motion by Uecker, seconded by Bartzen to approve an Operator License for Ken Adamec and Genevieve LaLonde subject to the standard conditions for operator license approval. Motion carried 6-0

A.3. Motion by Uecker, seconded by Zoellick to approve a Class "B" Retail License for the sale of Fermented Malt Beverages, April 15, 2020 to October 15, 2020 to Sussex Baseball Club at the Tetzlaff Field Concession Stand in Sussex Village Park; Agent Scott Wesline. Motion carried 6-0'

A.4. & A.5. Motion by Uecker, seconded by Bartzen to approve a Temporary Class "B" Retail License for the sale of

Fermented Malt Beverages, to the Hamilton Junior Chargers Baseball Club, for the Junior Chargers C-Series Tournament for June 6, 2020 at Sussex Armory Park and Sussex Village Park, with a rain-date of June 7, 2020; Agents Jennifer Brinson and Lisa Bennett. Motion carried 6-0

A.6. & A.7. Motion by Uecker, seconded by Goetz to approve of a Temporary Class "B" Retail License for the sale of Fermented Malt Beverages, to the Hamilton Junior Chargers Baseball Club, for the Chargers Classic Summer Tournament from July 17-19, 2020 at Sussex Village Park and Armory Park; Agent Carrie Buchanan for both locations. Motion carried 6-0

A.8. Motion by Uecker, seconded by Bartzen to approve the BMO Credit Card Authorization Resolution No. 20-08. Motion carried 6-0

B. Public Works Committee

B.1. Motion by Dietrich, seconded by Adkins to approve of Public Works bills for payment in the amount of \$417,959.97. Motion carried 6-0

B.2. Motion by Dietrich, seconded by Uecker to approve of Wastewater Treatment Facility Raw Sewage Pump #2 Replacement, not to exceed \$80,000.00. Motion carried 6-0

B.3. Motion by Dietrich, seconded by Adkins to approve of Water Meter and Transmitter Purchase, not to exceed \$45,000.00. Motion carried 6-0

B.4. Motion by Dietrich, seconded by Goetz to award contracts as follows:

- Construction of Project #1: Super Western, Inc. – per their bid, **\$6,572,935.05.**
- Construction of Project #2: Stark Pavement Corporation – per their bid, **\$4,007,131.75.**
- Inspection and Survey Consultant: raSmith – per their proposal after resource leveling for Inspection and Survey/Construction Staking Services, **\$640,350.00.**
- Geotechnical Consultant: Giles Engineering Associates, Inc. – per their proposal after resource leveling for Geotechnical Services, **\$37,520.00.**
- Street Lighting: WE-Energies – per staff estimate for street lighting, **\$350,000.00.**

Setting a contingency of \$1,160,793.20 (+/- 10% of total cost), be established for a total allocation of **\$12,768,730** for these contracts. Motion carried 6-0

6. Staff Reports

Mrs. McElroy-Anderson stated that two neighborhood meetings will be set to inform the public about the upcoming Maple Avenue project. One meeting for the north part of the project and a second meeting for the south part of the project. Staff is looking at the end of February and beginning of March for the two meetings to take place.

Mr. Smith stated that the state legislature is in session and will only be in session for another week. Believes that a voice vote will soon be coming for a bill the village supports, allowing the Village Clerk to approve operator license, and process them administratively. The splash pad electric and gas is being hooked up in the new building. The floor has been set and the walls are going up. We're on track to open up in May. Met with the new Executive Director of the Pewaukee-Sussex Soccer Club and discussed their needs and ways to partner in the future.

Mr. Liebert stated that the Spring Primary Election is next Tuesday, February 18. The only item on the ballot is for Wisconsin State Supreme Court. If anyone has questions about voting, they can call the Clerk's office at 246-5200. Early absentee voting is still in process until Friday, February 14. The grace period for taxes ended February 7 and encourages the public to pay their outstanding taxes.

7. Comments from Citizens Present

Jack Melvin, 1738 River Lakes Road of Oconomowoc, WI introduced himself to the board as a candidate for Circuit Court Judge.

No one else present wished to speak.

8. Old Business

There was no old business to discuss.

9. New Business

There was no new business to discuss.

10. Consideration on resignation and appointments

There were no resignations or appointments.

11. Adjournment

President Goetz read the notice to convene into executive session under Wis. Stats. 19.85(1)(c) when considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility with respect to annual evaluation of the Village Administrator.

A motion by Goetz, seconded by Adkins to convene into executive session under Wis. Stats. 19.85(1)(c) when considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility with respect to annual evaluation of the Village Administrator.

Upon a roll call vote being taken, the vote was: Aye: 6 Nay: 0. The motion CARRIED. 6-0.

The board entered into executive session at 6:29 pm.

Motion by Uecker, seconded by Adkins to adjourn at 8:09 pm.

Motion carried 6-0

Respectfully submitted,

Samuel Liebert
Administrative Services Director, Clerk/Treasurer



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Sussex, Wisconsin 53089
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MEMORANDUM

To: Village Board
From: Sam Liebert, Administrative Services Director
Re: Village Board Meeting- February 25, 2020
Date: February 21, 2020

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 approval of Sussex Area Service Club 10 Year Contract Agreement. This agreement follows the language agreed upon with the Lion's Club to account for annual events and regular donations. Please see the attached agreement for additional information.

5.C.2. The Park & Recreation Board recommends approval of the 2020 Village Park Concession Stand Contract. The group operated last year without any significant issues. Please see the contract for additional information.

5.C.3. The Park & Recreation Board recommends approval of the 2020 4th of July Fireworks Contract with Wolverine Fireworks for \$16,000. Please see that attached memo for additional 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 approval of CSM for Prestwick Group addition (W248N5499 Executive Drive) subject to a cross access easement being established on the CSM, conditions of the Village Engineer, standard conditions of CSM approvals and Exhibit A. Prestwick Group is expanding their operations of light manufacturing of high-end golf course and community amenities. The expansion would add 33,000 square feet to the north side of the building, front entrance improvements and additional parking. In order for this expansion to occur, they needed additional land and purchased the vacant lot to the north. A CSM is presented to change the lot lines of the two properties to accommodate the expansion. They intend to submit plans for a new building on the vacant lot to the north in March. Please see the CSM for additional information.

5.F.1. The Public Safety and Welfare Committee recommends approval of Ordinance No. 863, An Ordinance to repeal and recreate Chapter 7, Subsection 7.14 entitled “REGULATION OF HEAVY TRAFFIC” and Subsection 7.17 entitled “PENALTIES” of the Municipal Code of the Village of Sussex. This Ordinance adopts the State regulations for Spring Weight Enforcement and also updates the Heavy-Duty Truck routes to eliminate Silver Spring between Waukesha Avenue and Main Street now that this stretch of roadway is under Village jurisdiction. Please see the Ordinance and memo from Director of Police Services Captain Panas for additional information.

5.F.2. The Public Safety and Welfare Committee recommends approval of Ordinance No. 865, An Ordinance to repeal and recreate Chapter 9.09 Subsection (4)(E) Entitled “ALARM SYSTEM REQUIREMENTS AND FALSE ALARMS PROHIBITED, FALSE ALARM FEES” of the Municipal Code of the Village of Sussex. False Alarms take up a significant amount of resources and as alarms become more common the occurrences of false alarms are likely to increase. This change will allow the fees to start on the second false alarm vs. the first false alarm. The Village does these as a special charge vs. a police ticket. Please see the ordinance and memo from Director of Police Services Captain Panas for additional information.

5.F.3. The Public Safety and Welfare Committee recommends approval of Resolution No. 20-09, A Resolution setting False Alarm Fees. The first alarm will have \$0 charge, the second alarm will have a \$75 charge, and the third and subsequent will be \$100. The current charges are \$0 for the first and second false alarms and \$75 thereafter. Please see the resolution for more information.

2020-2029

SUSSEX AREA SERVICE CLUB – USE OF VILLAGE PARKS AND FACILITIES

ARTICLES OF AGREEMENT

VILLAGE OF SUSSEX, WISCONSIN

The Articles of Agreement as set forth herein shall be an agreement between the Village of Sussex, who shall be referred to herein as the “Village” and the Sussex Area Service Club who shall be referred to herein as the “SASC”.

This agreement only covers the use of Village facilities for each of the board-approved SASC Events, hereinafter referred to as “The Events”.

This Articles of Agreement, as made between the Village and the SASC shall be binding and shall be subject to the following provisions and conditions.

1. The fees will be calculated on the actual rentals requested and the rates in effect at said time and are subject to change each year according to the updated rental rates during the contract period. The Village agreed to institute a credit for past charitable donations and this contract term will start with a credit of \$27,120 (see attachment listing donations from January 2016 until current year approved budget, not including 2020). Therefore, the SASC fees for the term of this contract would be \$0, unless other events were added, or fee changes were made such that the credit was not enough to cover the fees. The Village will “roll over” credits for future cash donations from year to year (Example: A \$5,000 donation in year 2018 can be carried forward. It is anticipated that future donations will continue to cover the costs of the fees. Annually, the Village shall provide the SASC with an accounting of the donations credit available and park/facilities charges used.
2. The Village maintains the right to review donations to other non-Village community-based organizations to determine their credit value. Donations may range into many different aspects of the community, but to receive credit, it should have a tangible basis to the residents of the Village.
3. If the SASC choose to replace a current event for a different event or add another event they can request an exchange or addition subject to the review and approval of the park board.
4. The SASC agree to maintain a deposit of not less than \$400 with the Village. The \$400 deposit will cover all the Events and the SASC shall replenish any amount up to the \$400 for the term of this contract. Said deposit shall be held by the Village for the term of the contract.
5. The SASC agree to pay any usual and customary pass-through costs and license fees associated with the uses of Village facilities that arise from forces outside the Village’s control. If repair, or cleaning costs are incurred by the Village after The Events, the deposit will be utilized to fully correct any damage and/or cleaning. If any expenses are

deducted from the deposit, SASC will receive a written itemized statement from the Village explaining the deductions. If any portion of the deposit remains after all the Village's costs, the remaining balance shall be returned within thirty (30) days to the SASC, as authorized by the Administrative Services Director at the end of the contract term. The SASC shall reimburse the Village of any costs of repairs or cleaning that exceeds the amount of the deposit, which shall be payable within (30) days of the written itemized statement from the Village.

6. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement, the SASC shall indemnify and hold harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses relating to the claim asserted or imposed upon the Village, its officers, agents, employees, and independent contractors growing out of the agreement as stated above by any party or parties.
7. Sales and consumption of alcoholic beverages are regulated by the State of Wisconsin and the Village. The SASC must comply with all relevant state statutes and municipal ordinances. The SASC must contact the Village Clerk's office to obtain all appropriate rules and regulations regarding sales and service, as it relates to the sales of alcoholic beverages. Applications for necessary permits must be submitted to the Village Clerk's office no later than thirty (30) days prior to the exhibition.
8. This agreement is separate from any other arrangement or agreement with the SASC.

The Articles of Agreement shall be signed by the necessary officials of SASC, and the Village Board; and shall become effective on the same day and shall remain in effect until any and all sections of the agreement has been satisfied in its entirety.

Signed this _____ day of _____; for and on behalf of the Sussex Area Service Club

On behalf of the Sussex Area Service Club

Print Name

Address, City, State, Zip

Telephone Number(s)

Approved this _____ day of _____, _____; by the Village Board of the Village of Sussex, Wisconsin

Attest – Administrative Services Director/Village Clerk
Sam Liebert

Village President
Gregory Goetz

VILLAGE PARK CONCESSION STAND LEASE

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

I. RENTAL TERM AND SERVICE FEE

- A. This lease shall be for a term of commencing on the 1 day of May, 2020 and ending on the 15 day of October, 2020.
- B. The rental for the concession building and equipment shall be in the sum of \$20.00 per team registered to play during the season. Payment is due by the 1 day of May, 2020.
- C. All payments shall be made payable to the "Village of Sussex" and delivered to N64W23760 Main Street, Sussex WI 53089.
- D. Failure to pay the rental fee on or before the due date listed in this section shall subject the Lessee to a 1% per month penalty on the unpaid fee due.
- E. A refundable deposit of \$500.00 shall be paid to the Lessor prior to start of operation and shall be refunded within 30 days after the last day of operation in 2020. Deductions from this deposit are to be used only to pay any costs for damages done by the Lessee. An inspection of the entire premises will be made, after the term and any cleaning of the facility that may be required will also be subtracted from the deposit.

II. PURPOSE

- A. The purpose of this lease is to allow the Lessee to use said premises for the operation of a concession stand to provide food, soda, and if properly licensed, beer to the public patronizing the park.
- B. The concession stand operating hours are from 5:00 P.M. and not later than 11:00 P.M. five days per week from May 1 to October 15. The Lessee is not allowed to operate on July 4, 2020.
- C. Lessee may open concession stand on other dates with approval from the Parks and Recreation Director, provided such operation does not conflict or interfere with other park functions and/or reservations.
- D. It is expressly understood that the Sussex Lions Club and Junior Chargers Baseball Organization are entitled to operate tournaments during the lease term and are entitled to full use and occupancy of the concession stand and all related equipment during said tournaments. Lessee shall be required to vacate the same during those periods including for Lions Daze that is typically the 3rd weekend of July and the Junior Chargers Tournament that is the 1st weekend in June and the 3rd weekend of July. The concession stand will be utilized by a community organization on July 4.
- E. The Lessee is specifically entitled to run up to five (5) softball, baseball, and/or volleyball tournaments during the lease term on five (5) different Saturdays and Sundays on dates to be approved by the Park and Recreation Board of the Village of Sussex when no other prior commitment has been made. The Lessee for each tournament must pay the standard reservation fee.

III. MAINTENANCE AND OPERATION

- A. Lessee shall be solely responsible for maintaining the concession stand equipment and the concession stand's immediate vicinity in good condition during the term of the agreement except as otherwise stated in this Agreement.

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

IV. DAMAGE OR DESTRUCTION OF PREMISES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. COVENANTS OF LESSEE

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

VIII. ASSIGNMENT OF SUBLETTING

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

IX. VILLAGE'S RIGHT OF ENTRY

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

X. FIXTURES

- A. Any fixtures installed by Lessee becomes the property of Lessor at the end of the lease term. This agreement shall be effective May 1, 2020 through October 15, 2020. The agreement may be amended, at any time, by mutual agreement of both parties, and that agreement is in writing.

Dated this _____ day of _____, 2020.

SBA Operations LLC

Signature

Owner, Samantha May

Village of Sussex

Gregory Goetz, Village President

Attest: _____

Linda Steinmetz, Deputy Clerk

WOLVERINE FIREWORKS DISPLAY, INC.

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

WISCONSIN WAREHOUSE:

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

CONTRACT

This contract entered into this 14th day of February, 2020, by and between WOLVERINE FIREWORKS DISPLAY, INC., hereinafter referred to as “**WOLVERINE**” A Michigan Company, duly licensed by the BATFE, and **Village of Sussex**, hereinafter referred to as “Sponsor”.

1. Wolverine agrees to furnish Sponsor, in accordance with the terms and conditions set forth herein, One (1) fireworks display as per this signed and accepted contract. This will include trained and qualified Pyrotechnicians to deliver, setup, execute and take down the pyrotechnic display.
2. Wolverine agrees to provide insurance coverage of Ten Million Dollars, Bodily Injury and Property Damage and the statutory limits for Worker’s Compensation Insurance. The Sponsor will be named as additional insured on the certificate. This insurance covers the operations of Wolverine only and does not extend to any other aspect of the event.
3. The date of this display is: **7/4/2020** at: **9:20** pm. In the event of inclement weather, the display will be rescheduled for the **next night 7/5/2020** at no additional cost to the Sponsor (dates around the 4th of July are excluded unless approved by Wolverine). In the event the display is rescheduled to a date not the next night, there will be an additional 15% cost added to the contract amount to cover additional expenses involved. In the event the Sponsor does not choose to reschedule another date or cannot agree to a mutually convenient date, the Sponsor shall pay the Contractor an amount equal to 40% to cover Wolverine’s cost, damages, and expenses.
4. The cost of the display is: **\$16,000.00** plus tax (unless exempt). A deposit in the amount of: **\$8,000.00** shall be made at the time of signing this agreement. The balance due shall be paid to Wolverine within 10 days following the display. There will be a 1.5% late charge added to the invoice on any outstanding amount not paid in full by the agreed upon date.
5. Sponsor, at Sponsor’s expense, agrees to provide Wolverine with a suitable display site that meets the guidelines as set forth in NFPA 1123 and meeting the approval of Wolverine. All permits necessary for the display shall be the responsibility of the Sponsor. All necessary police, fire, and other appropriate protection necessary for proper crowd control, automobile parking, and display site security will be the responsibility of the Sponsor and in accordance with the provisions of NFPA 1123.
6. After the display, Wolverine will conduct a post display search of the area/fallout zone for any unexploded fireworks. Sponsor explicitly acknowledges that an early morning first light search of the Display Site as defined in NFPA 1123 is of utmost importance and the search will be conducted by the

Sponsor. If any unexploded shells or devices are found, Wolverine will be contacted immediately to properly disposed of said material. Wolverine will be responsible for the removal of all equipment provided by Wolverine. Sponsor will be responsible for any remaining cleanup that may be required after the display.

7. Sponsor agrees to defend and hold Wolverine harmless from and against all claims and any penalties, damages, and costs made against and/or incurred by Wolverine in the event (1) the display does not commence on the date and time contemplated by this contract, or is otherwise disrupted as a result of equipment or product malfunction or failure, and/or (2) Sponsor's breach of its obligations under the contract.
8. The laws of the State of Wisconsin shall govern this contract. Nothing in this contract shall be construed as forming a partnership between the Sponsor and Wolverine. Neither party shall be held responsible for any agreements nor obligations not expressly provided for herein, and shall be severally responsible for their own separate debts and obligations.
9. This contract constitutes the entire agreement between the parties and shall be binding on the parties, their heirs, executors, administrators, successors, and assigns.
10. Any Additional Provisions:

WOLVERINE FIREWORKS DISPLAY, INC.

VILLAGE OF SUSSEX

By: _____

By: _____

Date Signed: ____/____/____

Date signed ____/____/____

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

Address: W240 N5765 Maple Ave
Sussex, WI 53089

Phone: 262-246-5200 Office

Email: Halie Dobbeck
hdobbeck@villagesussex.org

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 and Lot 2 of Certified Survey Map No. 8890, in the Northwest 1/4 of the Northwest 1/4 of Section 34, Town 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin



STATE TRUNK HIGHWAY "164"

(VARIABLE PUBLIC R.O.W.)
S00°33'36"W 2645.65'

WEST LINE OF THE NW 1/4 SEC. 34, T8N, R19E

NW CORNER, NW 1/4
SEC. 34, T8N, R19E
(FOUND CONC. MON. W/ BRASS CAP)
N=412,938.85; E=2,468,733.40
(WISCONSIN STATE PLANE CO-
ORDINATE SYSTEM, SOUTH ZONE)

WATER TOWER

LOT 1
C.S.M. NO. 7816
OWNER: VILLAGE
OF SUSSEX



JANUARY 29, 2020

180.01'
52.13'
N89°41'58"E
N89°41'58"E 449.95'

LOT 1
117,755 SQ. FT.
2.7033 ACRES

ISOLATED NATURAL
RESOURCE AREA PER
WAUKESHA COUNTY
GIS MAPPING

LOT 2
312,788 SQ. FT.
7.1806 ACRES

EXECUTIVE DRIVE

NO DIRECT VEHICULAR ACCESS PER
CSM 8890
N00°05'23"W 825.77'

S89°54'37"W 474.68'

215.0'

60.8'

637.11'

EXISTING
BUILDING
55,996 SQ. FT.

12' WISCONSIN
ELECTRIC POWER
COMPANY EASEMENT
PER DOC. 2571725

20' UTILITY
EASEMENT
PER CSM 8890
& DOC 2168850

60.8'

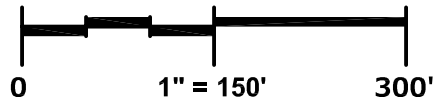
S78°35'00"W 302.89'

LOT 3
C.S.M. NO. 7816
OWNER: KJ
DEVELOPMENT LLC

LOT 1
C.S.M. NO. 8059
OWNER: BIRD LLC

Bearings referenced to the Wisconsin State Plane
Coordinate System, South Zone (N.A.D. 1927). The west
line of the Northwest 1/4 of Section 34, Township 8 North,
Range 19 East has a bearing of S00°33'36"W.

GRAPHICAL SCALE (FEET)



LEGEND:

- Denotes Found 1" Iron Pipe
- Denotes Found 3/4" Iron Rod
- Denotes No Access

Prepared for:
Prestwick Development LLC
W248N5499 Executive Drive
Sussex WI 53089

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1869.00
SHEET 1 OF 4

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 and Lot 2 of Certified Survey Map No. 8890, in the Northwest 1/4 of the Northwest 1/4 of Section 34, Town 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided Lot 1 and Lot 2 of Certified Survey Map No. 8890, recorded in the Register of Deeds office as Document No. 2523993, located in the Northwest 1/4 of the Northwest 1/4 of Section 34, Town 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section 34;

Thence South 00°33'36" West along the west line of said Northwest 1/4, 180.01 feet;

Thence North 89°41'58" East, 52.13 feet to the northwest corner of said Certified Survey Map No. 8890, the southwest corner of Lot 1 of Certified Survey Map No. 7816 and the Point of Beginning;

Thence North 89°41'58" East along the south line of said Lot 1, 449.95 feet to the west right of way line of Executive Drive and a point on a curve;

Thence the following courses along said west right of way line:

Southerly 40.75 feet along the arc of said curve to the left, whose radius is 691.50 feet and whose chord bears South 04°10'23" East, 40.74 feet;
South 05°51'41" East, 314.74 feet to a point of curvature;
Southeasterly 233.27 feet along the arc of said curve to the left, whose radius is 683.00 feet and whose chord bears South 15°38'44" East;
South 25°25'47" East, 209.64 feet to the north line of Lot 1 of Certified Survey Map No. 8059;

Thence South 78°49'32" West along said north line, 346.03 feet;

Thence South 78°35'00" West along the north line of Lot 3 of Certified Survey Map No. 7816 to the east right of way line of State Trunk Highway "164";

Thence North 00°05'23" West along said east right of way line, 825.77 feet to a point on a curve;

Thence northerly 65.48 feet along the arc of said curve and said east right of way line, whose radius is 23035.92 feet and whose chord bears North 00°00'30" West, 65.48 feet to the Point of Beginning.

Containing 430,543 square feet (9.8839 acres) of land, more or less.


That I have made such survey, land division and map by the direction of PRESTWICK DEVELOPMENT LLC, owner of said land.

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

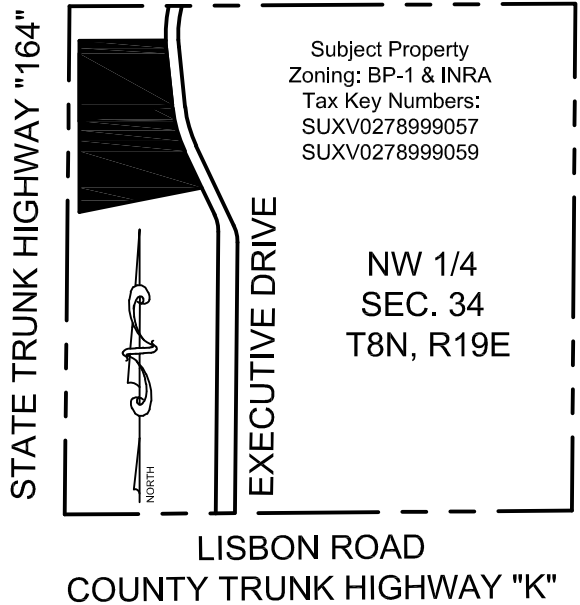
That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the Village of Sussex Land Division Ordinance in surveying and mapping the land with in the certified survey map.

Date: JANUARY 29, 2020




John P. Konopacki
Professional Land Surveyor S-2461

VICINITY MAP SCALE 1":1000'



CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	40.75'	691.50'	003°22'35"	S04°10'23"E	40.74'	S02°29'06"E	S05°51'41"E
C2	233.27'	683.00'	019°34'06"	S15°38'44"E	232.13'	S05°51'41"E	S25°25'47"E
C3	65.48'	23035.92'	000°09'46"	N00°00'30"W	65.48'	N00°04'23"E	N00°05'23"W

Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100

BROOKFIELD, WI 53186

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1869.00

SHEET 2 OF 4

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 and Lot 2 of Certified Survey Map No. 8890, in the Northwest 1/4 of the Northwest 1/4 of Section 34, Town 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin

OWNER'S CERTIFICATE

PRESTWICK DEVELOPMENT LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, mapped and divided as represented on this certified survey map.

PRESTWICK DEVELOPMENT LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. Village of Sussex

IN WITNESS WHEREOF, the said PRESTWICK DEVELOPMENT LLC has caused these presents to be signed by (name - print) _____, (title) _____, at (city) _____, _____ County, Wisconsin, on this _____ day of _____, 2020.

In the presence of: PRESTWICK DEVELOPMENT LLC

Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2020, (name) _____, (title) _____, of the above named limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, mapping and dividing of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2020.

Date

President

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2020, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



JANUARY 29, 2020

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 and Lot 2 of Certified Survey Map No. 8890, in the Northwest 1/4 of the Northwest 1/4 of Section 34, Town 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Sussex on this _____ day of _____, 2020.

Date

Gregory Goetz, Chairman

Date

Secretary

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Sussex on this _____ day of _____, 2020.

Date

Gregory Goetz, Village President

Date

Sam Liebert, Village Clerk/Treasurer

NOTES:

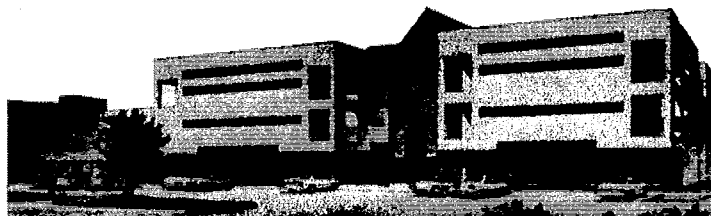
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 55133C0201G with an effective date of NOVEMBER 05, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.



JANUARY 29, 2020

A handwritten signature in black ink, appearing to be "John P. Konopacki", written over the date "JANUARY 29, 2020".

OFFICE OF THE SHERIFF



515 W. Moreland Blvd.
Box 1488
Waukesha, WI 53187

Waukesha County Jail
Box 0217
Waukesha, WI 53187

Waukesha County Huber
1400 Northview Road
Waukesha, WI 53188

ERIC SEVERSON, *Sheriff*

North East Public Safety Division
Captain Lisa Panas
Lieutenant Michael Pavlovich

January 20, 2020

To: Public Safety Committee

Reference: Amend Ordinance 7.14

Purpose and Intent

Ordinance (7.14) is a regulatory measure aimed at preventing damage to Village of Sussex public roadways or any structures contained within those roadways. The Village's Director of Public Works authorizes Seasonal or Special Enforcement annually as a protective measure to roadway integrity. This ordinance amendment will clarify and simplify which violation we are enforcing.

Ordinance 7.14 is utilized throughout the year for Regulation of Heavy Traffic and reflects Wisconsin State Statue 349.17 (Authority to Regulate Heavy Traffic Routes). I am requesting we add § 349.16 (Authority to Impose Special or Seasonal Weigh Limitations) to Ordinance 7.14 to address seasonal enforcement. Ordinance 7.17, Penalties, would also need to be updated to include the addition of the Seasonal Enforcement Ordinance.

The following is an example of my requested amendment to the Ordinance:

Special and Seasonal Weight Limitations- 346.16, Wisconsin Statues is hereby adopted by reference. The Villages Director of Public Works shall have the Authority to impose special or seasonal weight limits to prevent damage to the roadway of any highway, bridge or culvert within the jurisdiction of the Village or for the safety of the users of such highway, bridge or culvert and shall be responsible for erecting signs giving notice thereof in accordance with 349.16.

Respectfully,

Captain Lisa M Panas

An Accredited Law Enforcement Agency

Administration: 262-548-7126 Records: 262-548-7156 Process: 262-548-7151 Jail: 262-548-7170 Huber: 262-548-7181 Fax: 262-548-7887

7.14 REGULATION OF HEAVY TRAFFIC & SEASONAL AND HEAVY WEIGHT LIMITATIONS.

(1) STATE LAWS ADOPTED - Except as otherwise specifically provided in this Code, the current and future statutory provision of Section 349.16 Granting authority to impose special or seasonal weight limitations, Section 349.17 granting authority to cities, villages and towns to regulate heavy traffic, and Trans 305 of the Wisconsin Administrative Code describing and defining regulations with respect to vehicles and traffic, exclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a term of imprisonment, are adopted and by reference made a part of this Code as if fully set forth herein. Any act required to be performed or prohibited by any current or future statute or Administrative Code incorporated herein by reference is required or prohibited by this Section. Any future additions, amendments, revisions or modifications of the current or future statutes incorporated herein or of Trans 305 of the Wisconsin Administrative Code are intended to be made part of this Code in order to secure uniform statewide regulation of traffic on the highways, streets and alleys of the State.

(2) All vehicles not operating completely on pneumatic tires and all vehicles or combination of vehicles, other than motor buses, designed or used for transporting property of any nature and having a gross weight of more than 12,000 pounds are prohibited from traveling on any highway in the Village of Sussex, except as authorized by Section 349.17(1), Wis. Stats. The exemptions allowed by Wisconsin Statutes Section 349.17(1) only apply to the extent necessary for such non-traffic route travel, which is defined as the shortest roadway distance between the heavy traffic route and the applicable place of business or residence which has an entrance within the restricted weight zone.

(3) HEAVY TRAFFIC ROUTES.

(A) Main Heavy Traffic Routes. Heavy traffic may travel on these routes in any direction or combination of described highways: South Corporate Circle, North Corporate Circle, Executive Drive, Hi-Tech Drive, Miller Way, Freiheit Court, Prospect Circle, Sussex Road, Village Drive, and Clover Drive from CTH F to the Sussex Regional Wastewater Treatment Plant Driveway only.

(B) Heavy Traffic Relief Route. Heavy traffic may travel on these relief routes only in the direction as specified. In the event existing State or County Highway limits result in heavy traffic lawfully reaching a location where heavy traffic is prohibited with no relief point, the following heavy traffic relief routes are available for heavy traffic to return to a County or State Highway:

1. East bound heavy traffic on Main Street East of STH 164 may continue East on Main Street past Locust Street, but must turn South at Maple Avenue and may continue south on Maple Avenue to CTH K via southbound Maple Avenue.

[LP1]

(4) POLICY IN PROSECUTING WEIGHT VIOLATIONS. It is declared to be the public policy of the Village that prosecutions for heavy traffic route violations shall be instituted against the person or entity on whose behalf the vehicle is traveling in the Village, as follows. In instances where a combination of tractor and trailer or semitrailer is used, the person standing in the relationship of the principal or employer to the driver of the tractor portion of the vehicle combination is liable along with the owner. It is a violation of this ordinance for the owner or any other person employing or otherwise directing the operator of the vehicle to require or permit the operation of such vehicle upon a highway contrary to this Section 7.14. This section shall not apply to individuals, partnerships, limited liability companies or corporations whose principal business is leasing, for compensation, vehicles including trailers and semitrailers, but such prosecution shall be instituted against the Lessee of the vehicle.

(5) SPECIAL AND SEASONAL WEIGHT LIMITATIONS –The Village Director of Public Works shall have the Authority to impose special or seasonal weight limits to prevent damage to the roadway of any highway, bridge or culvert within the jurisdiction of the Village or for the safety of the users of such highway, bridge or culvert and shall be responsible for erecting signs giving notice thereof in accordance with 349.16. and may:

(a) Impose special weight limitations on any such highway or portion thereof which, because of weakness of the roadbed due to deterioration or climatic conditions or other special or temporary condition, would likely be seriously damaged or destroyed in the absence of such special limitations;

(b) Impose special weight limitations on bridges or culverts when in his or judgment such bridge or culvert cannot safely sustain the maximum weights permitted by statute;

(c) Order the owner or operator of any vehicle being operated on a highway to suspend operation if in its judgment such vehicle is causing or likely to cause injury to such highway or is visibly injuring the permanence thereof or the public investment therein, except when Wis. Stat. s. 84.20 is applicable or when the vehicle is being operated pursuant to a contract which provides that the governmental unit will be reimbursed for any damage done to the highway. Traffic officers also may order suspension of operation under the circumstances and subject to the limitations stated in this paragraph.

Chapter 7, Sub Section 7.17, of the Village of Sussex Municipal Code is hereby recreated and amended to read as follows:

SECTION 2.

7.17 PENALTIES. Subsections (1) and (2) were repealed by Ordinance 823.

(3) PENALTIES FOR VIOLATING SECTION 7.14 (HEAVY TRAFFIC ROUTE AND SPECIAL AND SEASONAL WEIGHT LIMITATIONS). The penalty for violating Section 7.14 (Heavy Traffic Route AND Special and Seasonal Weight Limitations) shall be determined as follows:

(A) If the weight exceeds by 1,000 pounds or less, the maximum set forth in this section, a forfeiture of not less than \$50.00 nor more than \$100.00 upon the first conviction and, upon the second and each subsequent conviction within a 12 month period, a forfeiture of not less than \$100.00 nor more than \$200.00.

(B) If the weight exceeds by more than 1,000 pounds the maximum set forth in this section, the forfeiture shall be computed according to the following schedule:

1. For the first conviction, a forfeiture of \$100 plus an amount equal to whichever of the following applies:

- a. One cent for each pound of total excess weight when the total excess is not over 2,000 pounds.
- b. Three cents for each pound of total excess weight if the excess is over 2,000 pounds and not over 3,000 pounds.
- c. Five cents for each pound of total excess weight if the excess is over 3,000 pounds and not over 4,000 pounds.
- d. Eight cents for each pound of total excess weight if the excess is over 4,000 pounds and not over 5,000 pounds.
- e. Fifteen cents for each pound of total excess weight if the excess is over 5,000 pounds.

2. For the 2nd and each subsequent conviction within a 12-month period, a forfeiture of \$200, plus an amount equal to whichever of the following applies:

- a. Two cents for each pound of total excess weight when the total excess is not over 2,000 pounds.

- b. Five cents for each pound of total excess weight if the excess is over 2,000 pounds and not over 3,000 pounds.
- c. Eight cents for each pound of total excess weight if the excess is over 3,000 and not over 4,000 pounds.
- d. Twelve cents for each pound of total excess weight if the excess is over 4,000 pounds and not over 5,000 pounds.
- e. Eighteen cents for each pound of total excess weight if the excess is over 5,000 pounds.

7.14 REGULATION OF HEAVY TRAFFIC.

~~(1) All vehicles not operating completely on pneumatic tires and all vehicles or combination of vehicles, other than motor buses, designed or used for transporting property of any nature and having a gross weight of more than 12,000 pounds are prohibited from traveling on any highway in the Village of Sussex, except as authorized by Section 349.17(1), Wis. Stats. The exemptions allowed by Wisconsin Statutes Section 349.17(1) only apply to the extent necessary for such non-traffic route travel, which is defined as the shortest roadway distance between the heavy traffic route and the applicable place of business or residence which has an entrance within the restricted weight zone.~~

~~(2) HEAVY TRAFFIC ROUTES.~~

~~(A) Main Heavy Traffic Routes. Heavy traffic may travel on these routes in any direction or combination of described highways: South Corporate Circle, North Corporate Circle, Executive Drive, Hi-Tech Drive, Miller Way, Freiheit Court, Prospect Circle, Sussex Road, Village Drive, and Clover Drive from CTH F to the Sussex Regional Wastewater Treatment Plant Driveway only.~~

~~(B) Heavy Traffic Relief Route. Heavy traffic may travel on these relief routes only in the direction as specified. In the event existing State or County Highway limits result in heavy traffic lawfully reaching a location where heavy traffic is prohibited with no relief point, the following heavy traffic relief routes are available for heavy traffic to return to a County or State Highway:~~

- ~~1. East bound heavy traffic on Main Street East of STH 164 may continue East on Main Street past Locust Street, but must turn South at Maple Avenue and may continue south on Maple Avenue to CTH K via southbound Maple Avenue.~~
- ~~2. Northwest bound heavy traffic on Silver Spring Drive West of CTH F may continue West past Hickory Drive, but must turn East at Main Street and may continue East on Main Street to CTH F.~~

~~[LP2]~~

~~(3) POLICY IN PROSECUTING WEIGHT VIOLATIONS. It is declared to be the public policy of the Village that prosecutions for heavy traffic route violations shall be instituted against the person or entity on whose behalf the vehicle is traveling in the Village, as follows. In instances where a combination of tractor and trailer or semitrailer is used, the person standing in the relationship of the principal or employer to the driver of the tractor portion of the vehicle combination is liable along with the owner. It is a violation of this ordinance for the owner or any other person employing or otherwise directing the operator of the vehicle to require or permit the operation of such vehicle upon a highway contrary to this Section 7.14. This section shall not apply to individuals, partnerships, limited liability companies or corporations whose principal business is leasing, for compensation, vehicles including trailers and semitrailers, but such prosecution shall be instituted against the Lessee of the vehicle.~~

~~(4) SPECIAL AND SEASONAL WEIGHT LIMITATIONS—346.16 Wisconsin Statutes is hereby adopted by reference. The Village Director of Public Works shall have the Authority to impose special or seasonal weight limits to prevent damage to the roadway of any highway, bridge or culvert within the jurisdiction of the Village or for the safety of the users of such highway, bridge or culvert and shall be responsible for erecting signs giving notice thereof in accordance with 349.16.~~

~~349.16— Authority to impose special or seasonal weight limitations:~~

~~(1) The officer in charge of maintenance in case of highways maintained by a town, city or village, the county highway commissioner or county highway committee in the case of highways maintained by the county and the department in the case of highways maintained by the state may:~~

~~(a) Impose special weight limitations on any such highway or portion thereof which, because of weakness of the roadbed due to deterioration or climatic conditions or other special or temporary condition, would likely be seriously damaged or destroyed in the absence of such special limitations;~~

~~(b) Impose special weight limitations on bridges or culverts when in its judgment such bridge or culvert cannot safely sustain the maximum weights permitted by statute;~~

~~(c) Order the owner or operator of any vehicle being operated on a highway to suspend operation if in its judgment such vehicle is causing or likely to cause injury to such highway or is visibly injuring the permanence thereof or the public investment therein, except when s. 84.20 is applicable or when the vehicle is being operated pursuant to a contract which provides that the governmental unit will be reimbursed for any damage done to the highway. Traffic officers also may order suspension of operation under the circumstances and subject to the limitations stated in this paragraph.~~

~~(2) Imposition of the special weight limitations authorized by sub. (1) (a) shall be done by erecting signs on or along the highway on which it is desired to impose the limitation sufficient to give reasonable notice that a special weight limitation is in effect and the nature of that limitation. Imposition of the special weight limitations authorized by sub. (1) (b) shall be done by erecting signs before each end of the bridge or culvert to which the weight limitation applies sufficient to give reasonable notice that a special weight limitation is in effect and the nature of that limitation. All weight limitation signs and their erection shall comply with the rules of the department and shall be standard throughout the state.~~

~~349.17— Authority of cities, villages and towns to regulate heavy traffic.~~

~~(1) Any city, village or town may by ordinance or resolution designate any street or highway under its jurisdiction as a heavy traffic route and designate the type and character of vehicles which may be operated thereon. A city, village or town may restrict or prohibit heavy traffic from using other streets or highways under its jurisdiction except that it may not place such restrictions on streets or highways over which are routed state trunk highways and may not prohibit heavy traffic from using a street or highway for the purpose of obtaining orders for supplies or moving or delivering supplies or commodities to or from any place of business or residence which has an entrance on such street or highway. Whenever a city, village or town designates any street or highway under its jurisdiction as a heavy traffic route, it shall cause appropriate signs to be erected giving notice thereof.~~

~~7.17 PENALTIES. Subsections (1) and (2) were repealed by Ordinance 823.~~

~~(3) PENALTIES FOR VIOLATING SECTION 7.14 (HEAVY TRAFFIC ROUTE AND SPECIAL AND SEASONAL WEIGHT LIMITATIONS). The penalty for violating Section 7.14 (Heavy Traffic Route AND Special and Seasonal Weight Limitations) shall be determined as follows:~~

~~(A) If the weight exceeds by 1,000 pounds or less, the maximum set forth in this section, a forfeiture of not less than \$50.00 nor more than \$100.00 upon the first conviction and, upon the second and each subsequent conviction within a 12 month period, a forfeiture of not less than \$100.00 nor more than \$200.00.~~

~~(B) If the weight exceeds by more than 1,000 pounds the maximum set forth in this section, the forfeiture shall be computed according to the following schedule:~~

~~1. For the first conviction, a forfeiture of \$100 plus an amount equal to whichever of the following applies:~~

- ~~a. One cent for each pound of total excess load when the total excess is not over 2,000 pounds.~~
- ~~b. Three cents for each pound of total excess load if the excess is over 2,000 pounds and not over 3,000 pounds.~~
- ~~c. Five cents for each pound of total excess load if the excess is over 3,000 pounds and not over 4,000 pounds.~~
- ~~d. Eight cents for each pound of total excess load if the excess is over 4,000 pounds and not over 5,000 pounds.~~
- ~~e. Fifteen cents for each pound of total excess load if the excess is over 5,000 pounds.~~

~~2. For the 2nd and each subsequent conviction within a 12-month period, a forfeiture of \$200, plus an amount equal to whichever of the following applies:~~

- ~~a. Two cents for each pound of total excess load when the total excess is not over 2,000 pounds.~~
- ~~b. Five cents for each pound of total excess load if the excess is over 2,000 pounds and not over 3,000 pounds.~~
- ~~c. Eight cents for each pound of total excess load if the excess is over 3,000 and not over 4,000 pounds.~~
- ~~d. Twelve cents for each pound of total excess load if the excess is over 4,000 pounds and not over 5,000 pounds.~~
- ~~e. Eighteen cents for each pound of total excess load if the excess is over 5,000 pounds.~~

ORDINANCE NO. 863

AN ORDINANCE TO RECREATE CHAPTER 7, SUB SECTION 7.14 ENTITLED "REGULATION OF HEAVY TRAFFIC" and SUB SECTION 7.17 ENTITLED "PENALTIES" OF THE MUNICIPAL CODE OF THE VILLAGE OF SUSSEX.

WHEREAS, from time to time Ordinances need to be refreshed to reflect best practices; and

WHEREAS, the State of Wisconsin allows for the Village Director of Public Works the Authority to impose special or seasonal weight limits to prevent damage to the roadway of any highway, bridge or culvert within the jurisdiction of the Village; and

WHEREAS, for the safety of the users of such highways, bridges or culverts, the Village Public Works Director shall be responsible for erecting signs giving notice thereof in accordance with 349.16; and

WHEREAS, the Village Staff aims to prevent damage to public roadways or structures contained within the jurisdiction of the Village; and

WHEREAS, this ordinance creation will allow for the Village Public Works Director to enforce and protect the integrity of Village roadways on Seasonal or Special Enforcement basis; and

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

SECTION 1. Chapter 7, Sub Sections 7.14 and 7.17, of the Village of Sussex Municipal Code are hereby recreated to read as follows:

7.14 REGULATION OF HEAVY TRAFFIC & SEASONAL AND HEAVY WEIGHT LIMITATIONS.

(1) STATE LAWS ADOPTED - Except as otherwise specifically provided in this Code, the current and future statutory provision of Section 349.16 Granting authority to impose special or seasonal weight limitations, Section 349.17 granting authority to cities, villages and towns to regulate heavy traffic, and Trans 305 of the Wisconsin Administrative Code describing and defining regulations with respect to vehicles and traffic, exclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a term of imprisonment, are adopted and by reference made a part of this Code as if fully set forth herein. Any act required to be performed or prohibited by any current or future statute or Administrative Code incorporated herein by reference is required or prohibited by this Section. Any future additions, amendments, revisions or modifications of the current or future statutes incorporated herein or of Trans 305 of the Wisconsin Administrative Code are intended to be made part of this Code in order to secure uniform statewide regulation of traffic on the highways, streets and alleys of the State.

(2) All vehicles not operating completely on pneumatic tires and all vehicles or combination of vehicles, other than motor buses, designed or used for transporting property of any nature and having a gross weight of more than 12,000 pounds are prohibited from traveling on any highway in the Village of Sussex, except as authorized by Section 349.17(1), Wis. Stats. The exemptions allowed by Wisconsin Statutes Section 349.17(1) only apply to the extent necessary for such non-traffic route travel, which is defined as the

shortest roadway distance between the heavy traffic route and the applicable place of business or residence which has an entrance within the restricted weight zone.

(3) HEAVY TRAFFIC ROUTES.

(A) Main Heavy Traffic Routes. Heavy traffic may travel on these routes in any direction or combination of described highways: South Corporate Circle, North Corporate Circle, Executive Drive, Hi-Tech Drive, Miller Way, Freiheit Court, Prospect Circle, Sussex Road, Village Drive, and Clover Drive from CTH F to the Sussex Regional Wastewater Treatment Plant Driveway only.

(B) Heavy Traffic Relief Route. Heavy traffic may travel on these relief routes only in the direction as specified. In the event existing State or County Highway limits result in heavy traffic lawfully reaching a location where heavy traffic is prohibited with no relief point, the following heavy traffic relief routes are available for heavy traffic to return to a County or State Highway:

1. East bound heavy traffic on Main Street East of STH 164 may continue East on Main Street past Locust Street, but must turn South at Maple Avenue and may continue south on Maple Avenue to CTH K via southbound Maple Avenue. |

[LP1]

(4) POLICY IN PROSECUTING WEIGHT VIOLATIONS. It is declared to be the public policy of the Village that prosecutions for heavy traffic route violations shall be instituted against the person or entity on whose behalf the vehicle is traveling in the Village, as follows. In instances where a combination of tractor and trailer or semitrailer is used, the person standing in the relationship of the principal or employer to the driver of the tractor portion of the vehicle combination is liable along with the owner. It is a violation of this ordinance for the owner or any other person employing or otherwise directing the operator of the vehicle to require or permit the operation of such vehicle upon a highway contrary to this Section 7.14. This section shall not apply to individuals, partnerships, limited liability companies or corporations whose principal business is leasing, for compensation, vehicles including trailers and semitrailers, but such prosecution shall be instituted against the Lessee of the vehicle.

(5) SPECIAL AND SEASONAL WEIGHT LIMITATIONS –The Village Director of Public Works shall have the Authority to impose special or seasonal weight limits to prevent damage to the roadway of any highway, bridge or culvert within the jurisdiction of the Village or for the safety of the users of such highway, bridge or culvert and shall be responsible for erecting signs giving notice thereof in accordance with 349.16. and may:

- (a) Impose special weight limitations on any such highway or portion thereof which, because of weakness of the roadbed due to deterioration or climatic conditions or other special or temporary condition, would likely be seriously damaged or destroyed in the absence of such special limitations;
- (b) Impose special weight limitations on bridges or culverts when in his or judgment such bridge or culvert cannot safely sustain the maximum weights permitted by statute;
- (c) Order the owner or operator of any vehicle being operated on a highway to suspend operation if in its judgment such vehicle is causing or likely to cause injury to such highway or is visibly injuring the permanence thereof or the public investment therein, except when Wis. Stat. s. [84.20](#) is applicable or when the vehicle is being operated pursuant to a contract which provides that the governmental unit will be reimbursed for any damage done to the highway. Traffic officers also may order suspension of operation under the circumstances and subject to the limitations stated in this paragraph.

Chapter 7, Sub Section 7.17, of the Village of Sussex Municipal Code is hereby recreated and amended to read as follows:

SECTION 2.

7.17 PENALTIES. Subsections (1) and (2) were repealed by Ordinance 823.

(3) PENALTIES FOR VIOLATING SECTION 7.14 (HEAVY TRAFFIC ROUTE AND SPECIAL AND SEASONAL WEIGHT LIMITATIONS). The penalty for violating Section 7.14 (Heavy Traffic Route AND Special and Seasonal Weight Limitations) shall be determined as follows:

- (A) If the weight exceeds by 1,000 pounds or less, the maximum set forth in this section, a forfeiture of not less than \$50.00 nor more than \$100.00 upon the first conviction and, upon the second and each subsequent conviction within a 12 month period, a forfeiture of not less than \$100.00 nor more than \$200.00.

- (B) If the weight exceeds by more than 1,000 pounds the maximum set forth in this section, the forfeiture shall be computed according to the following schedule:
 - 1. For the first conviction, a forfeiture of \$100 plus an amount equal to whichever of the following applies:
 - a. One cent for each pound of total excess weight when the total excess is not over 2,000 pounds.
 - b. Three cents for each pound of total excess weight if the excess is over 2,000 pounds and not over 3,000 pounds.
 - c. Five cents for each pound of total excess weight if the excess is over 3,000 pounds and not over 4,000 pounds.
 - d. Eight cents for each pound of total excess weight if the excess is over 4,000 pounds and not over 5,000 pounds.
 - e. Fifteen cents for each pound of total excess weight if the excess is over 5,000 pounds.
 - 2. For the 2nd and each subsequent conviction within a 12-month period, a forfeiture of \$200, plus an amount equal to whichever of the following applies:
 - a. Two cents for each pound of total excess weight when the total excess is not over 2,000 pounds.
 - b. Five cents for each pound of total excess weight if the excess is over 2,000 pounds and not over 3,000 pounds.
 - c. Eight cents for each pound of total excess weight if the excess is over 3,000 and not over 4,000 pounds.
 - d. Twelve cents for each pound of total excess weight if the excess is over 4,000 pounds and not over 5,000 pounds.
 - e. Eighteen cents for each pound of total excess weight if the excess is over 5,000 pounds.

SECTION 3. The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of the court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and not affect the validity of all other provisions, sections or portions thereof the ordinance which shall remain in full force and effect. Any other ordinances are hereby repealed as to those terms that conflict.

SECTION 4. This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Passed and adopted this _____ day of _____, 2019

Gregory L. Goetz, Village President

ATTEST: _____
Samuel Liebert, Village Clerk

DRAFT



OFFICE OF THE SHERIFF



515 W. Moreland Blvd.
Box 1488
Waukesha, WI 53187

Waukesha County Jail
Box 0217
Waukesha, WI 53187

Waukesha County Huber
1400 Northview Road
Waukesha, WI 53188

ERIC SEVERSON, *Sheriff*

North East Public Safety Division
Captain Lisa Panas
Lieutenant Michael Pavlovich

01/20/20

To: Public Safety Committee

Reference: Amend Ordinance 9.08

Many business owners and residents throughout the Village have alarm systems installed. There are numerous times that these alarms are falsely reported to us. We respond to these alarms in emergency mode. Often times the false alarms responded to are repeat businesses and homeowners that fail to get the alarm fixed.

Our Ordinance, 9.08 False Alarms, was updated by resolution 08-06 on January 22, 2008. The current ordinance specifies that any false alarm responded to by Fire or Police in excess of two in a twelve (12) month period will incur a fee of seventy five dollars.

Please consider a resolution to amend the ordinance to state the following:

Any false alarm responded to by Fire or Police in excess of one in a twelve (12) month period will incur a fee of seventy five dollars (\$75), subsequent false alarms will incur a fee of one hundred dollars (\$100).

Thank you for your consideration.

Respectfully,

Captain Lisa M Panas

An Accredited Law Enforcement Agency

Administrati 2-548-7126 Records: 262-548-7156 Process: 262-548-7151 Jail: 262-548-7170 Huber: 262-548-7181 Fax: 262-548-7887

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

ORDINANCE NO. 865

AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 9.09 SUBSECTION (4)(E) ENTITLED "ALARM SYSTEM REQUIREMENTS AND FALSE ALARMS PROHIBITED, FALSE ALARM FEES" OF THE MUNICIPAL CODE OF THE VILLAGE OF SUSSEX.

WHEREAS, from time to time Ordinances need to be refreshed to reflect best practices; and

WHEREAS, the State of Wisconsin allows for municipalities to impose special charges for false alarms within the jurisdiction of the Village; and

WHEREAS, there are numerous times that alarms are falsely reported which consume crucial public safety resources and staff time; and

WHEREAS, the rise in false alarms are in part due to the increased proliferation of home security systems; and

WHEREAS, this ordinance creation will allow for the Village Board to more readily respond to a changing landscape in technology and home based security alarm systems; and

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

SECTION 1. Chapter 9, Sub Section 9.09, of the Village of Sussex Municipal Code is hereby recreated to read as follows:

9.09 (4) (E)

False Alarm Fees. Any false alarm from an alarm system responded to by the Village's Police or Fire Services will incur a special charge for current services rendered. The amount of the special charge, which may be \$0 or more, for one or more false alarms in a 12 month period, January 1 to December 31, shall be approved as part of the fees resolution of the Village of Sussex and may be adjusted from time to time by the Village Board as deemed appropriate. The Village shall send a bill for the amount of the charge, to the property owner, and if applicable also to the tenant or other occupant of the property where the false alarm occurred. Such charges that remain unpaid on November 15th of the current year shall become a lien, and shall automatically be extended upon the tax roll as a special charge against the property served pursuant to Section 66.0627 of the Wisconsin Statutes, regardless of whether the resident individual or business causing the alarm is the property owner

SECTION 2. The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of the court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof

directly specified in the decision, and not affect the validity of all other provisions, sections or portions thereof of the ordinance which shall remain in full force and effect. Any other ordinances are hereby repealed as to those terms that conflict.

SECTION 3. This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Passed and adopted this _____ day of _____, 2019

Gregory L. Goetz, Village President

ATTEST: _____
Samuel Liebert, Village Clerk

DRAFT

RESOLUTION No. 20-09

A Resolution Setting False Alarm Fees

WHEREAS: The Village Board of the Village of Sussex is responsible for the establishment or adjustment of fees for various services provided by the Village; and

WHEREAS: The Village Board adopted a False Alarm program under Village Code 9.09 False Alarms that called for the establishment of certain fees for the false alarms for police or fire services on January 22, 2008; and

WHEREAS: The Waukesha County Sheriff's Department has requested a change in Village Code 9.09 False Alarms due to the increased proliferation of home security systems; and

WHEREAS: There are numerous times that alarms are falsely reported which consume crucial public safety resources and staff time; and

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

Any false alarm from an alarm system responded to by the Village's Police or Fire Services in excess of one in a twelve (12) month period of January 1 to December 31 will incur a special charge for service of seventy-five dollars (\$75), subsequent false alarms will incur a special charge for service of one hundred dollars (\$100).

Adopted this ____ day of _____, 2020.

Gregory L Goetz
President, Village of Sussex

ATTEST: _____
Samuel Liebert
Administrative Services Director, Village of Sussex