

Email: <u>info@villagesussex.org</u> Website: www.villagesussex.org

# AGENDA PARK AND RECREATION BOARD 7:00 PM TUESDAY, JANUARY 21, 2020 SUSSEX CIVIC CENTER - COMMITTEE ROOM 2<sup>nd</sup> FLOOR N64W23760 MAIN ST

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

- 1. Roll call
- 2. Consideration and possible action on the <u>minutes</u> from the November 19, 2019 meeting.
- 3. Comments from Citizens Present.
- 4. Consideration and possible action on special event permit, <u>Lions Club BOLD Bike</u>
  Ride event.
- Consideration and possible action on the tree <u>preservation</u> and <u>mitigation</u> plan for Prestwick Group-Stirling <u>site</u>.
- 6. Consideration and possible action on event open to the public, <u>Surendran</u> Community Picnic event.
- 7. <u>Consideration</u> and possible action on the Lisbon Central <u>Cemetery Lawn Services</u> Contract.
- 8. <u>Consideration</u> and possible action on the naming of the new recreation area in Village Park.
- 9. <u>Consideration</u> and possible action on room rental pricing adjustments for Civic Center and proposed pricing for new recreation area in Village Park.
- 10. Consideration and possible action on a <u>multi-year contract</u> for Pints in the Park with Brewfinity brewing.
- 11. Park & Recreation Director's Report.

13. Adjournment		
	Robert Fourness Chairperson	
	Jeremy Smith Village Administrator	

12. Topics for Future Agenda Items.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Clerk at 246-5200.

#### VILLAGE OF SUSSEX SUSSEX, WISCONSIN

#### Minutes of the Park & Recreation Board meeting held on November 19, 2019.

Chair Fourness called the meeting to order at 7:01 p.m.

1. Roll Call

Members present: Chair Bob Fourness, Trustee Tim Dietrich, Mike Waltz, Kelly Tetting and Anne

Golding.

Members excused: Nadine Coenen and Chris Kostka.

Staff present: Parks & Recreation Director Halie Dobbeck.

2. Meeting Minutes

A motion by Tetting, seconded by Waltz to approve the October 15, 2019 meeting minutes as presented.

Motion carried 5-0.

3. Comments from Citizens Present

No one was present who wished to be heard.

4. Memorial Motorcycle Ride Special Event Proposal

Dietrich expressed concern regarding the location of the event in Armory Park with potential Maple Ave. construction in 2020. Dobbeck will talk with renter to discuss location.

Motion by Golding, seconded by Dietrich to approve the Memorial Motorcycle event.

Motion carried 5-0.

#### 5. Hickory Hills Farms/Vista Run Tree Preservation & Mitigation Plan

Ryan from Neuman Developments was present to answer any questions for the board.

Motion by Waltz, seconded by Fourness to approve the tree preservation and mitigation plan for the proposed development.

Motion carried 5-0.

#### 6. Park & Recreation Director Report

The Village of Sussex received the Excellence in Parks Award from the Wisconsin Parks and Recreation Association for Madeline Park. Spooky Sussex saw 2,000+ attendees; we will begin working on how Spooky will function in 2020 for the 10 year anniversary. We have a new recreation coordinator, Charlotte Abt, who joined the team in a full time capacity on Monday, November 18.

#### 9. Topics for Future Agenda Items

#### 10. Adjournment

A motion by Golding, seconded by Tetting to adjourn the meeting at 7:46 pm. Motion carried 5-0.

Respectfully Submitted,

Halie Dobbeck
Parks & Recreation Director

#### **Permit Contract**

#### **Sussex Parks & Recreation Department**

N64W23760 Main Street Sussex, WI 53089 Phone: (262) 246-5200 FAX: (262) 246-5222

Email: info@villagesussex.org

Permit #2277, Approved

Jan 7, 2020 4:12 PM



Prepared By: Julie Zuehlke

Company: Sussex Lions Club

PO Box 22

Sussex, WI 53089

**Agent:** Brad Pokorny Email: pokolo@aol.com

Home: (414) 322-8983

Charges Taxes Discounts Total Charges Deposits Deposit Taxes Total Payments Refunds Balance

\$155.00 \$0 \$0 \$155.00 \$100.00 \$0 \$0 \$0 \$255.00

RESERVATIONS

**Event** Resource Center **Notes** Sussex Lions Club BOLD Bike Ride Village Park Early Days Open Air Sussex Village Park Event #2277 Shelter W244N6067 Weaver Type: Open Air Shelter Rental Dr. Attend/Qty: 0 Sussex, WI 53089

**Days Requested Event Ends Event Duration Begins Date Date** Day **Time** Saturday Jun 20, 2020 9:00 AM 5 hours Jun 20, 2020 2:00 PM

Summary **Notes** 

Total Number of Dates: 1

Total Time: 5 hours

**RESERVATIONS** 

Resource Center **Notes** Sussex Lions Club BOLD Bike Ride Event Village Park North Open Air Sussex Village Park #2277 W244N6067 Weaver Shelter Type: Open Air Shelter Rental Attend/Qty: 0 Sussex, WI 53089 **Event Ends Days Requested Event** 

**Duration Begins** Day **Date Date Time** 9:00 AM Saturday Jun 20, 2020 5 hours Jun 20, 2020 2:00 PM

Summary **Notes** 

Total Number of Dates: 1 Total Time: 5 hours

Description	Event / Resource	Unit Fee Units Tax Charge	
Early Days Open Air Shelter Rental Fee Non-Profit	Sussex Lions Club BOLD Bike Ride Event #2277 Village Park Early Days Open Air Shelter	\$55.00 1.00 \$55.00	
Lion's Building Indoor Restrooms	Sussex Lions Club BOLD Bike Ride Event #2277 Village Park North Open Air Shelter	\$20.00 1.00 \$20.00	
North Open Air Shelter Rental Fee Non-Profit	Sussex Lions Club BOLD Bike Ride Event #2277 Village Park North Open Air Shelter	\$80.00 1.00 \$80.00	

arge T	Гах Атои	nt paid	Refunds	Balance
00.00	\$0	\$0	\$0	\$100.00
		arge Tax Amou		arge Tax Amount paid Refunds 0.00 \$0 \$0 \$0



Email: info@villagesussex.org Website: www.villagesussex.org

#### MEMORANDUM

To: Park and Recreation Board

From: Kasey Fluet, Assistant Development Director

Re: Prestwick-Stirling site

Date: January 9, 2020

The Prestwick Group has purchased the vacant lot to the north of their property in the Corporate Park. This lot is one of the few remaining vacant lots available for development in the Corporate Park and is heavily wooded. Prestwick will submit plans this spring to develop this site to construct a 42,480 square foot building to locate their Stirling Furnishings custom furniture manufacturing division. In order to develop the site on the nearly 4 acre parcel the will need to remove most of the trees (see survey, site plan and aerial). The vacant lot has been determined to have over 500 inches of trees to be removed. For the sake of time, Prestwick is proposing to pay the maximum fee of \$100,000 for off-site mitigation.

The Village will give credit to Prestwick for planted trees which meet the landscape requirements placed at the site and off-site as the development progresses.

<u>Staff recommends</u>: Staff recommends the Park and Recreation Board approve the off-site maximum mitigate fee of \$100,000 for Prestwick and will credit Prestwick for planting any trees meeting the landscape requirements on-site and off-site with submitted documentation.

Exhibit	Quantity (greater than 5" DBH)	Species	Total DBH (inches)		
1	3	Black Locust	Total DBH (Inches)	30	
1	11	Box Elder		96	
2	25	White Oak	410		
	5	Pin Cherry	62		
	3	White Pine	38		
3	32	White Oak	510		
4 5	30	White Oak	40		
6	50	White Oak White Oak	430 635		
8	12	White Oak	84		
9	14	White Oak	197		
10	11	White Oak	144		
	5	Pin Cherry	64		
	5	Hickory	56		
	10	Box Elder		80	
11	5	White Oak	55		
12	3	Pin Cherry	30		
12	10	White Oak Hickory	90		
	3	White Pine	46		
13	3	Hickory	34		
-	4	White Oak	40		
	3	Pin Cherry	32		
14	10	Ash		60	
16	11	White Oak	114		
	1	Hickory	6		
17	14	White Oak	226	400	
	20	Box Elder	00	190	
18	10 17	Poplar Basswood	90		
10	2	White Oak	34		
	12	Box Elder		140	
19	5	White Oak	70		
	20	Box Elder		110	
20	16	White Oak	224		
21	20	White Oak	260		
	12	Box Elder	100	110	
22	8	White Oak	160		
23	5	Basswood White Oak	80 80		
24	2	White Oak	48		
25	14	White Oak	184		
	2	Pin Cherry	26		
26	6	White Oak	98		
	1	Burr Oak	20		
	1	Beech	20		
	3	Hickory	40		
	3	Slippery Elm Pin Cherry	28		
27	2	White Oak	40		
	1	Basswood	18		
28	20	Box Elder		130	
29	4	Box Elder		36	
30	2	Norway Maple	36		
31	1	Silver Maple	40		
				952	Undesireab
otals	Quantity (greater than 5" DBH)	Species	Total DBH (inches)		
	159	White Oak	2272	1901	preserved
	1	Burr Oak	20		-
	19 3	Pin Cherry Slippery Elm	226 28		
	24	Basswood	28		
	2	Norway Maple	36		
		,ap.c			
	1	Silver Maple	40		
		Silver Maple Hickory	40 172		
	1				
	1 16	Hickory	172		

www.pinnacle-engr.

# **LEGAL DESCRIPTION:**

AS DESCRIBED IN KNIGHT BARRY TITLE GROUP COMMITMENT FILE NUMBER 1053336 WITH AN EFFECTIVE DATE OF JULY 18, 2019 - REVISED AUGUST 7, 2019.

Lot 2 of Certified Survey Map No. 8890, recorded December 7,1999 in Volume 79 of Certified Survey Maps, on Pages 200 to 203, as Document No. 2523993, being a redivision of Lot 3 of Certified Survey Map No. 8133, in part of the Northwest 1/4 of the Northwest 1/4 of Section 34, Town 8 North, Range 19 East, in the Village of Sussex, County of Waukesha, State of Wisconsin.

Tax Key Number: SUXV0278999059

## NOTES CORRESPONDING TO SCHEDULE B-II

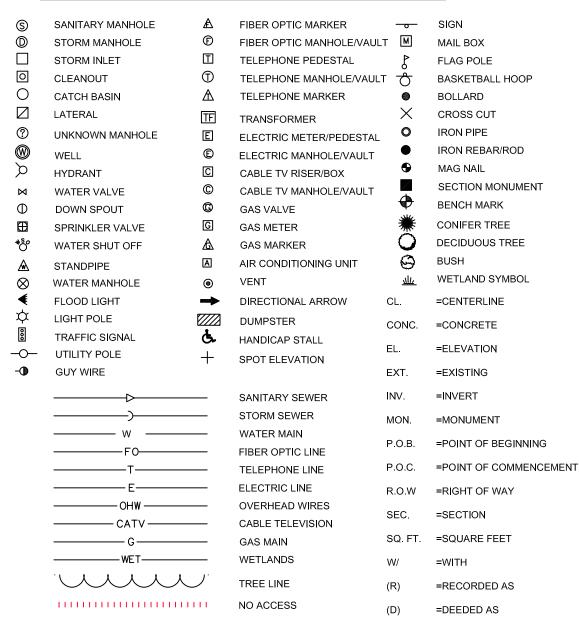
001 - 004, 100 - 101 NOT SURVEY RELATED 005 - 008 VISIBLE EVIDENCE SHOWN IF ANY

- 200. Easements, restrictions and other matters shown on Certified Survey Map No. 8890, recorded December 7, 1999 as Document No. 2523993. No Direct Vehicular Access, Highway Setback Line and 20' Utility Easement graphically shown on survey.
- 201. Declaration for Protective Covenants for Sussex Corporate Center and other matters contained in the instrument recorded September 27, 1995 as Document No. 2069577. 50' Building setback abutting any public right of way graphically shown on survey and other matters the affect the subject property but cannot be plotted.
- 202. Grant of Easements and other matters contained in the instrument recorded September 27, 1995 as Document No. 2069579. Amendment to Grant of Easements and other matters contained in the instrument recorded April 2, 1996 as Document No. 2112825. Second Amendment to Grant of Easements and other matters contained instrument recorded August 7, 1996 as Document No. 2147738. Third Amendment to Grant of Easements and other matters contained instrument recorded October 31, 1996 as Document No. 2168850. Affects subject property but cannot be plotted.

## **TABLE A**

- 1. Monuments placed at all corners of the subject property boundary.
- 2. Address (as disclosed in title commitment): Vacant Land situated along Executive Drive, Sussex, WI 53089. 3. Flood Zone Classification: The property lies with in 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.
- 4. Gross Land Area: 175,938 Square Feet (4.0390 Acres).
- 5. Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Contours are shown at a 1' interval based on actual ground survey of the current ground terrain. Reference Benchmark: Concrete monument with brass cap at the northwest corner of the Northwest 1/4 Section 34, Town 8 North, Range 19 East, Elevation = 946.10.
- 6. Letter / Zoning Report not supplied by client at time of survey. 7. The subject property is vacant - No Buildings Observed.
- 8. Substantial features observed in the process of conducting the survey graphically shown on survey.
- 9. There are no designated parking spaces on the subject property.
- 11. Underground utility locations shown are based on field location markings by Digger's Hotline ticket #20194804456 &20194804478 with a clear date of DECEMBER 7, 2019. The location and size of underground structures and utilities shown hereon have been located based on a reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC. does not guarantee the location of utilities shown. Contact Digger's Hotline prior to the start of any activity.
- 13. Names of adjoining owners according to current public records: Shown on Survey.
- 16. No evidence of recent earth moving work, building construction or building additions observed in the process of conducting the fieldwork.
- 17. No evidence of changes in street right of way lines and street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- 18. No wetlands were delineated or observed in the process of conducting the fieldwork.
- 19. Offsite easements shown on Survey. 20. Certificate of Professional Liability Insurance furnished upon request and in effect throughout the contract term.

# LEGEND OF SYMBOLS & ABBREVIATIONS



## **CERTIFICATION**

To: Knight Barry Title Group; Matthew Morse; T&L Real Estate LLC, a Wisconsin limited liability company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS LAND TITLE SURVEYS, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 11, 13, 16, 17, 18, 19 & 20 of Table A thereof. The fieldwork was completed on DECEMBER 18, 2019.



Date of Plat or Map: DECEMBER 19, 2019

PINNACLE ENGINEERING GROUP, LLC. 20725 WATERTOWN ROAD SUITE 100 BROOKFIELD, WI 53186 Phone: 262-754-8888



# **GENERAL NOTES**

TRUNK HIGHWAY

1. Right of Way widths and locations are based on Certified Survey Map No. 8890 & 11854.

LISBON ROAD

COUNTY TRUNK HIGHWAY "K"

1" = 40'

**VICINITY MAP** 

SCALE 1":1000'

NW 1/4

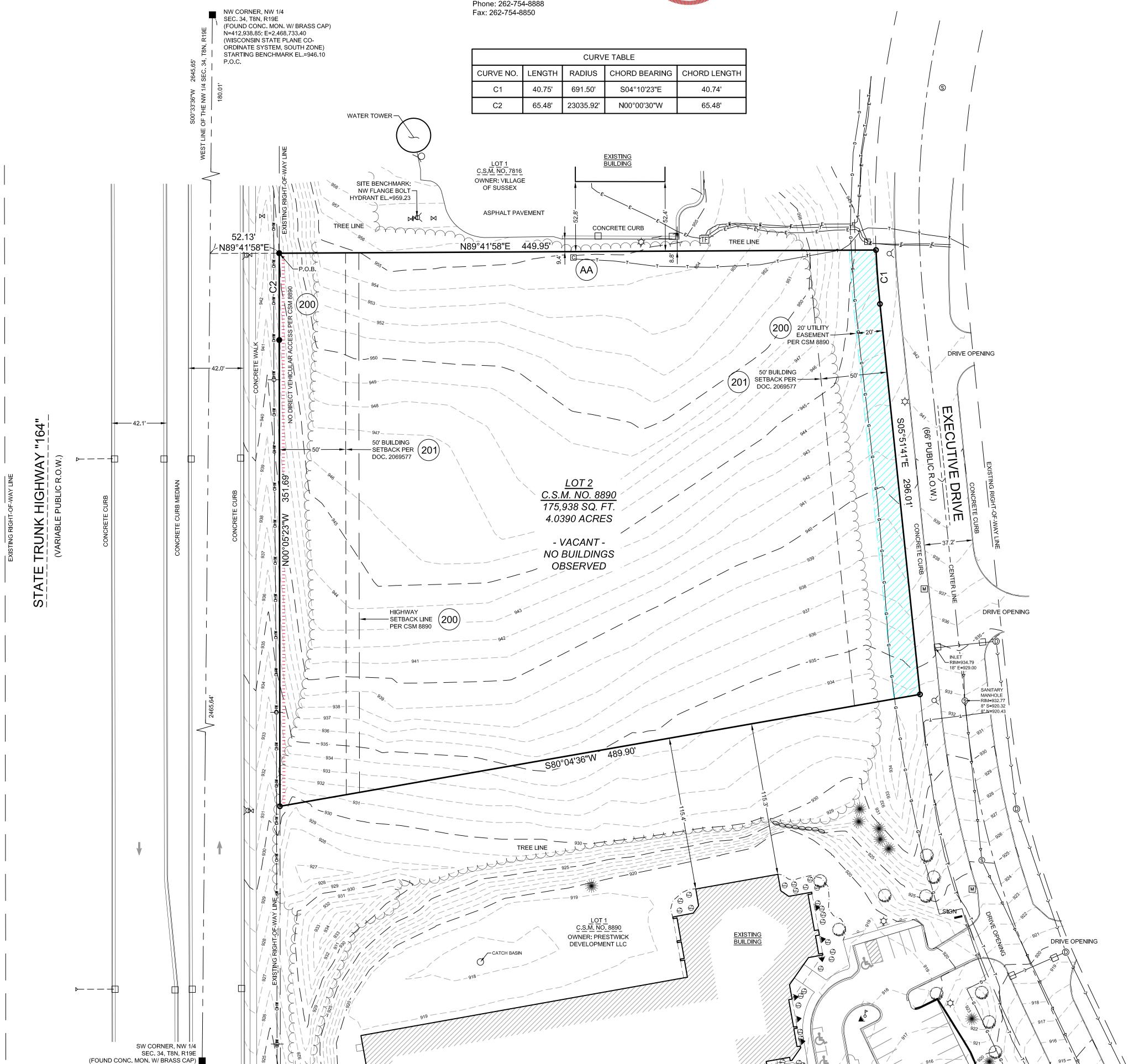
SEC. 34

T8N, R19E

- 2. Existing vehicular access to this subject property is via
- Executive Drive being a public right of way. 3. There are no gores or overlaps in the boundary.

# STATEMENT OF ENCROACHMENTS

- Cable pedestal and marked underground utility on subject property without the benefit of an easement.



# **EXECUTIVE DRIVE**

LOT 2 OF C.S.M. NO. 8890, IN THE NW 1/4 OF THE NW 1/4 SEC. 34, T8N, R19E, VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

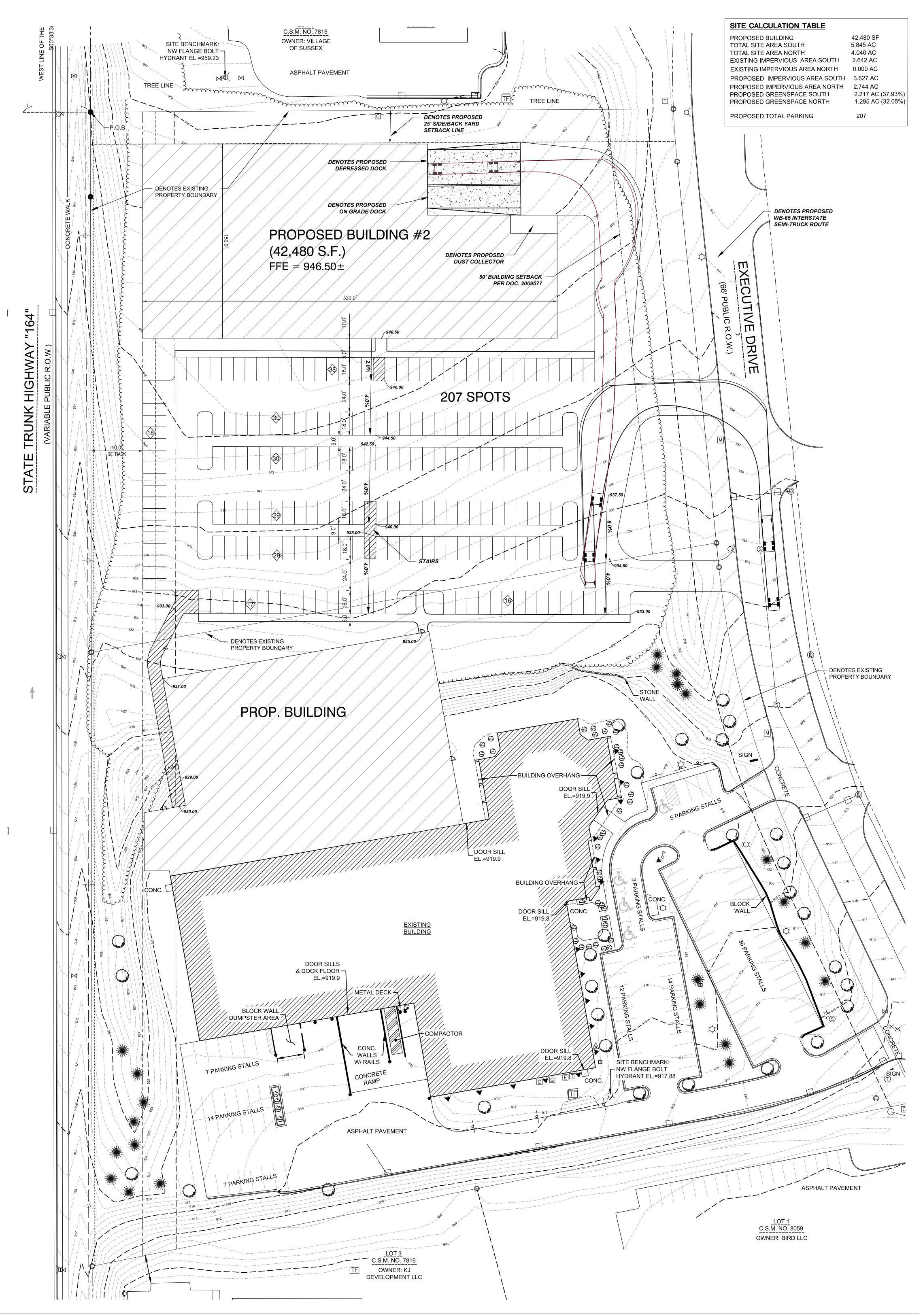


20725 WATERTOWN ROAD SUITE 100 BROOKFIELD, WI 53186

**ALTA/NSPS LAND TITLE SURVEY** 

REVISIONS	

SHEET







#### **Permit Contract**

#### **Sussex Parks & Recreation Department**

N64W23760 Main Street Sussex, WI 53089 Phone: (262) 246-5200 FAX: (262) 246-5222

Email: info@villagesussex.org

#### Permit #9001988, Pending approval

Jan 2, 2020 2:28 PM Expires Jan 29, 2020



Customer Type: General Public Prepared By: Julie Zuehlke

Sreedharan Surendran 243 Royal Oak Ct Pewaukee, WI 53072

Email: sreedharange@gmail.com

Customer ID: 4133

Work: (262) 896-2898 Home: (262) 510-2169

Charges Taxes Discounts Total Charges Deposits Deposit Taxes Total Payments Refunds Balance

\$175.00 \$0

Attend/Qty: 150

\$0

\$175.00 \$115.00

\$0

(\$290.00)

\$0

\$0

**RESERVATIONS** 

**Event** Resource Center **Notes** Surendran Community Picnic Village Park Lion's Open Air Shelter

Type: Open Air Shelter Rental

Sussex Village Park W244N6067 Weaver Dr.

Sussex, WI 53089

**Days Requested Event Ends** Event Duration

Day Date **Begins** Time **Date** Saturday Jun 13, 2020 10:00 AM 8 hours Jun 13, 2020 6:00 PM

Summarv **Notes** 

Total Number of Dates: 1

Electricity needed and Lion's indoor restrooms need to be opened.

Total Time: 8 hours

**CHARGES** Event / Description Unit Fee Units Tax Charge Resource Lion's Building Indoor Restrooms Surendran Community Picnic \$20.00 1.00 \$20.00 #9001988 Village Park Lion's Open Air Shelter Lion's Open Air Shelter Rental Surendran Community Picnic \$155.00 1.00 -- \$155.00 Fee #9001988 Village Park Lion's Open Air Shelter

**DEPOSITS** 

Event / **Deposit Charge** Charge Tax Amount paid Refunds Balance Resource Lion's Open Air Shelter Surendran Community \$115.00 \$0 \$115.00 \$0 \$0 Security Deposit Picnic #9001988 Village Park Lion's Open Air

Shelter

Payments	and Refur	nds		
Receipt #	Date	Charge Description	Resource Event	Payment
1015149.002	Jan 2, 2020	Lion's Open Air Shelter Security Deposit	Village Park Lion's Open Air Shelter Surendran Community Picnic #9001988	\$115.00
1015149.002	Jan 2, 2020	Lion's Building Indoor Restrooms	Village Park Lion's Open Air Shelter Surendran Community Picnic #9001988	\$20.00
1015149.002	Jan 2, 2020	Lion's Open Air Shelter Rental Fee	Village Park Lion's Open Air Shelter Surendran Community Picnic #9001988	\$155.00



Email: info@villagesussex.org
Website: www.villagesussex.org

#### **MEMORANDUM**

To: Park and Recreation Board, Village Board

From: Linda Steinmetz, Deputy Clerk

Date: January 6, 2020

Re: Lisbon Central Cemetery – Lawn Services Contract

We contracted with Al Moros last year to provide lawn services for the cemetery and were pleased with his service. He has indicated that he wishes to provide the same services for 2020 at a cost of \$150.00 per cut. Mr. Moros is asking for a \$5 per cut increase. Mr. Moros will be cutting the lawn once a week or on an as needed basis starting in April of this year and continuing until the grass goes dormant. Staff is confident that the lawn service costs will fall within our 2020 budget.

Staff recommends approval of the Lawn Services Contract.



This Lawn Service Contract (this "Contract") is make effective as of January 28, 2020 between the Village of Sussex, N64W23760 Main Street, Sussex, WI 53089, and AI Moros, N68W26966 Silver Spring Drive, Sussex, WI 53089. In this Contract, the party who is contracting to receive the services shall be referred to as "Village of Sussex" and the party who will be providing the services shall be referred to as "AI Moros".

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises and agreements contained herein, Village of Sussex contracts with Al Moros, and Al Moros agrees to provide Lawn Services, as an independent contractor to the Village of Sussex at the following location under the terms and conditions hereby agreed upon by the parties:

- **1. DESCRIPTION OF SERVICES.** Beginning April 1, 2020 Service Provider will provide the following services (collectively, the "Services"):
  - **a.** Al Moros shall mow and trim the lawn in a competent and professional manner at the Lisbon Central Cemetery, N67W25479 Silver Spring Drive, Sussex, WI 53089, which comprises approximately 1.5 acres with gravestones and other structures.
  - **b.** The parties shall consult periodically concerning the length and appearance of the lawn.
  - **c.** Al Moros shall complete the mowing and trimming and on an as needed basis, but not more than once per week, in a manner consistent with Al Moros's mowing and trimming of this property over the past several years. Each complete mowing and trimming event shall be known as a "Service Event".
  - **d.** Al Moros shall maintain insurance for his vehicles, equipment, and personnel at Al Moros's sole cost, a certificate of which shall be provided to the Village.
- 2. PAYMENT OF SERVICES. The Village of Sussex will pay compensation to Al Moros for the Services at the rate of \$150.00 per Service Event. Al Moros shall request payment from the Village of Sussex by invoice or other written request and Village of Sussex shall pay said request in a timely manner according to its customary payment practices.
- **3. TERM/TERMINATION.** This contact shall terminate by November 1, 2020. The Agreement may be terminated by either party if 30 day written notice is given to the other party seeking termination of the contract. There is no penalty for early termination of the contract.

Al Moros	Date	
Samuel Liebert, Administrative Services Director	Date	



Email: <a href="mailto:info@villagesussex.org">info@villagesussex.org</a>
Website: <a href="mailto:www.villagesussex.org">www.villagesussex.org</a>

#### MEMORANDUM

To: Park & Recreation Board

From: Halie Dobbeck, Parks and Recreation Director

Re: Naming of Village Park Amenities

Date: January 17, 2019

The new Village Park amenities are set to open May 30, 2020. One of the items we hadn't settled on was the naming/branding of the area. In an effort to help people to talk about and discuss the space, we'd like to provide it with an all-encompassing name.

In discussing the amenities of the park, along with our nature-based color scheme and feel of the area, we would like to name this area "The Grove". The Grove at Village Park would contain the splash pad, Pickleball/basketball courts, playground, and indoor/outdoor pavilion.

There are a lot of trees already in this area, but to add to a grove-like feel, we envision planting more trees beyond the initial drawings this spring. These trees also will provide shade adjacent to facilities. In the near future we would also like to explore the possibility of public art in and around the area, possibly with a "woodland creatures" theme for this area.

**Staff Recommends:** Staff recommends that the Park and Recreation Board approve the naming of the new Village Park area to be "The Grove".



Email: <u>info@villagesussex.org</u>
Website: www.villagesussex.org

#### MEMORANDUM

To: Park Board

From: Halie Dobbeck, Parks and Recreation Director Re: Civic Center and Park Building Rental Pricing

Date: January 17, 2020

When creating pricing for the new park building in Village Park, it was important to be consistent with the pricing within the Civic Center campus.

Now that we have been renting rooms in the Civic Center for 3 years, there are few tweaks I'd like to propose regarding existing rental fee structure.

Currently, we charge on average \$.02 sq. ft. per hour for room rentals. I am proposing that this remain the same, however, we will eliminate the 4 hour rental block fees and create an hourly rental fee with a minimum of a 2 hour rental.

The non-resident rate will remain 25% higher than the resident rate.

Below are the new proposed rates.

### Rental Fees (2 Hour Minimum Required)

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

A resident is classified by the municipality whom you pay your taxes.

A resident is classified by the municipality whom you pay your taxes.				
1st Floor Study Room (Capadty 4) No Deposit Required. FREE	Board Room (Capacity 125) (Seated at Tables 80) \$40/ hour (R) \$50/ hour (NR)	Craft Room (Capacity 20) \$20/ hour (R) \$25/ hour (NR)		
1st Floor Meeting Room AVAILABLE ONLY M-F 8am-5pm (Capacity 15) \$20 flat fee	Board Room w/ patio (Capacity 125) \$75/ hour (R) \$94/ hour (NR)	Multipurpose Room		
2nd Floor Meeting Room (Capacity 6) No Deposit Required. FREE	Community Room (Capacity 125) (Seated at Tables 80)\$40/ hour (R)\$50/ hour (NR)	Studio (Capacity 40) No food/beverages allowed\$20/ hour (R) \$25/ hour (NR)		

#### Notes about changes:

1<sup>st</sup> Floor Meeting Room – The Administrative Services staff would prefer to no longer rent this room outside of regular business hours due to it requiring a key. Providing a physical key provides a safety concern to the Village as the key allows renters access to staff areas.

1<sup>st</sup> Floor Study Room – This room is currently free for use on a first come, first serve basis. Adding this to the rental schedule will allow those wishing to use the room the ability to reserve the space ahead of when they wish to use it.

2<sup>nd</sup> Floor Meeting Room – This room saw 11 external rentals since 2016. As we cannot lock this space, it is difficult to rent it. We would like to structure this off of the 1<sup>st</sup> Floor Study Room to allow residents to use the space as they need.

Craft Room – This room has not been rented up until 2020. We would like to add this to the rental opportunities as we are removing the  $1^{st}$  floor meeting room from rentals beyond the business day. The craft room does not provide security concerns as it is accessible by keycard.

All rooms, except for the FREE rooms, will be assessed a \$150 event deposit regardless of what or how many rooms they rent.

The proposed rental rates for the new Park Pavilion follow the above policies; \$.02/sq. ft., \$150 deposit, 2 hour minimum, 25% surcharge for nonresidents:

The Oak Room (Capacity 175) \$55/ hour (R) \$69/ hour (NR)

The Maple Room + Kitchen (Capacity 85) \$45/ hour (R) \$57/ hour (NR)

**Staff Recommends:** Staff recommends the approval of new hourly pricing for the Civic Center based on designated rooms, and the approval of the pricing for the new Village Park pavilion.

#### **VENDOR PERMIT AGREEMENT**

#### **BETWEEN**

#### **VILLAGE OF SUSSEX**

AND

#### KELLERMEISTER BEVERAGES, LLC D/B/A BREWFINITY BREWING CO.

This Vendor Permit Agreement ("Agreement") is made and entered into effective , 2020 (the "Effective Date"), by and between the VILLAGE OF SUSSEX ("Village") and KELLERMEISTER BEVERAGES, LLC D/B/A BREWFINITY BREWING CO. ("Vendor"). Referenced together, the Village and Vendor are the "Parties" to this Agreement.

#### WITNESSETH:

WHEREAS, during the next 5 years (2020-2024) the Parties intend to cooperate to realize a travelling beer garden throughout the Village of Sussex Parks System; and

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

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

#### PROVISIONS:

#### 1. Mobile Beer Garden Operation:

- 1.1 <u>Concept; Itinerary</u>. The travelling beer garden shall operate at the designated Village of Sussex Parks locations, one (1) day per Park during the summer season. litineraries and hours of operation for the Season are set forth on <u>Exhibit A</u>. Vendor shall participate in the itineraries in a timely manner as further set forth in this Agreement. No alcohol shall be dispensed or distributed to patrons after 9:00pm.
- 1.2 <u>Equipment</u>: For each event of the Season, Vendor shall provide a Mobile Beer Unit. The Equipment shall be in a condition that is reasonably acceptable to the Village and shall reasonably convey a harmonious theme appropriate to the Village of Sussex Parks and Recreation experience as well as that of a traditional beer garden. A "Mobile Beer Unit" is a self-contained service operation, located in a vehicle or movable stand, self or otherwise propelled, used to store, prepare, display, or serve fermented malt beverages intended for individual service. All proposed signage and advertising on the Equipment must be pre-approved in writing by the Parks Director or their designee.
- 1.3 <u>Transportation</u>: Vendor at its sole risk and expense, shall transport the mobile beer unit from location to location and shall be responsible for set up and tear down at each location. Vendor shall

not be liable for any damage to turf at Concession sites. The Vendor shall remove and set up within the same day as the event(s) set forth on Exhibit A.

- 1.4 <u>Food and Beverages</u>: During its hours of operation, the travelling beer garden described in this Agreement shall exclusively sell alcoholic beverages manufactured by Vendor at the Beer garden location. Non-alcoholic beverages not manufactured by Vendor may be sold, including water and soda. The Village may contract with a third party to sell food options at the Concession sites.
- 1.5 <u>Donations</u>: Vendor shall pay the Village a flat fee of \$500.00 at least ten days prior to teach event for the right to provide the services as outlined above. Vendor shall also provide glassware, both disposable and reusable. The reusable glassware shall bear the agreed upon Pints in the Park logo.
- 1.6 <u>Security</u>: The Village shall not be liable for any vandalism, defacement or other similar damage to any Vendor property, including the Equipment.
- 2. <u>Term</u>: This Agreement shall commence on the Effective Date and expire on December 31, 2024 (the "Term"). If either party wishes to terminate before the expiration of this contract, they must do so, in writing by January 15 of the given year.
- 3. <u>Marketing</u>: The Parties shall jointly and actively market the travelling beer garden. Each Party shall acknowledge the other Party and include the other Party's logo in all promotional materials, whether print or digital, directly related to the activities covered under this Agreement.
- 4. <u>Permits Licenses and Other Costs</u>: Each Party shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required to conduct its activities under this Agreement.
- 5. <u>Compliance with Laws</u>: At all times during the term of this permit agreement, Vendor, at Vendor's own cost and expense, shall observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the property or the improvements or facilities erected on the property by federal, state, county, local, or other governmental agency or entity;
  - 5.1 <u>Indemnification:</u> Vendor shall indemnify and hold Village, its officers, agents, employees, and insurers and the property and any buildings or improvements now or hereafter placed on the property, free and harmless from any and all liabilities, claims, loss, damages, or expenses resulting from or arising out of Vendor's occupation and use of the property, specifically including, without limitation, any liability, claim, loss, damage, attorneys' fees, or expense arising by reason of:
    - 5.1.1 The death or injury of any person, including Vendor or any person who is an employee, agent, or invitee of Vendor, or by reason of the loss, damage to, or destruction of any property, including property owned by Vendor or by any person who is an employee, agent, or invitee of Vendor, from any cause whatsoever while such person is in or on the property or in any way

connected with the property or with any of the improvements or personal property on the property;

- 6. <u>Village Rights and Obligations</u>: The Village shall prepare each park for the travelling beer garden. The Village is not responsible for normal "wear and tear" on the Equipment. The Village has other licensee's in various parks for the sale of beer, food, and other items and this traveling beer garden agreement shall not restrict those operations or the Village's agreement with those operations.
- 7. <u>Right of Entry</u>: Village staff shall at all times have the right of entry to the Park and Mobile Beer Unit to inspect the condition thereof.
- 8. <u>Insurance</u>: The Vendor shall, at the Vendor's own cost and expense, secure and maintain during the Season a broad form comprehensive coverage policy of public liability insurance in the State of Wisconsin insuring the Vendor and the Village against loss or liability caused by of connected with the Vendor's occupation and use of the premises under this agreement in the amounts not less than: \$1,000,000.00 for injury to or death of one of more persons as a result of any one accident; and \$1,000,000.00 for damage to or destruction of any property or others.

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

- 8.1 Payment of Premiums and Delivery of Certificate: Vendor shall pay all premiums and charges on all of the insurance required to be carried by it under this Lease promptly when such premiums become due and furnish Village with satisfactory evidence of the payment of the premiums as they become due and payable. All policies of insurance herein provided to be carried by Vendor, or certificates thereof, shall be delivered to Village. Vendor shall, at its sole cost and expense, comply with all requirements pertaining to the property of any insurance company necessary for the maintenance of insurance required to be provided hereunder.
- 9. <u>Assignment and Subletting</u>: Vendor may not assign this Agreement, in whole or in part, without the prior written approval of the Parks Director or his/her designee.
- 10. <u>Termination</u>: Either Party may terminate this Agreement if the other Party fails to comply with any provision in this Agreement, and such failure continues for forty-five (45) days after a written notice from Village setting forth in reasonable detail the nature of such default.
- 11. <u>Partnership</u>: Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between Village or its successors or assigns and Vendor or its successors or assigns. This Agreement does not create the relationship of principal and agent.
- 13. <u>Notices</u>: All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Vendor: To Village:

BrewFinity Brewing Company Village of Sussex Parks & Recreation

Attn: Eric Zunke, Owner/Brewmaster Attn: Halie Dobbeck, Parks & Recreation Director

N58W39800 Industrial Road Suite D N64W23760 Main Street

Oconomowoc, WI 53066 Sussex, WI 53089

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

Signature Page Follows

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

BrewFinity Brewing Company Inc.

By:\_\_\_\_\_\_ Date:\_\_\_\_\_

Eric Zunke, Owner/Brewmaster

Village of Sussex

By:\_\_\_\_\_ Date:\_\_\_\_\_ Greg Goetz, Village President

#### **EXHIBIT A ITINERARY**

Date	Location	Address	Times
May 30, 2020	Village Park	W244N6260 Weaver Dr, Sussex, WI 53089	11:00am-9:00pm
June 25, 2020	TBD	TBD	4:00pm-9:00pm
July 23, 2020	TBD	TBD	4:00pm-9:00pm
August 16, 2020	Civic Center	N64W23760 Main St, Sussex, WI 53089	10:00am-4:00pm
		**Additional dates through 2024 will be added as they are determined**	