



N64W23760 Main Street  
Sussex, Wisconsin 53089  
Phone (262) 246-5200  
FAX (262) 246-5222  
Email: [info@villagesussex.org](mailto:info@villagesussex.org)  
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AGENDA  
VILLAGE BOARD  
VILLAGE OF SUSSEX  
7:00 P.M. TUESDAY, JUNE 28, 2016  
SUSSEX VILLAGE HALL – LOWER LEVEL

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes of the Village Board meeting held on June 14, 2016 and the Special Joint Board of Education meeting held on June 15, 2016.
4. Communications
  - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions including Successfully Sussex Awards.
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 the Sussex IM Tree Preservation and Mitigation plan for property north of CTH K and south of Executive Drive.
    2. Recommendation and possible action on the contract for Kahler Slater to provide design and concept, detailed construction drawings, specs., and bidding, and construction oversight services for Phase 1 of the Village Park Master Plan.
  - 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 Condominium Plat for Sussex Civic Campus (N64W23760 Main Street).

- F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
- 6. Staff Reports on upcoming events, projects in process, future agenda items and scheduled meetings.
- 7. Comments from citizens present.
- 8. Old Business.
- 9. New Business.
  - A. Consideration and possible action on Outdoor Establishment Permit for Malabar Coast Coffee & Tea.
- 10. Consideration and possible action on resignations and appointments.
- 11. Adjournment

Greg Goetz  
Village President

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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.

**VILLAGE OF SUSSEX  
SUSSEX, WISCONSIN**

**Minutes of the Village Board meeting of June 14, 2016**

The meeting was called to order at 7:00 p.m. by President Greg Goetz.

Members present: Bob Zarzynski, Wendy Stallings, Pat Tetzlaff, Tim Dietrich, Lee Uecker and Greg Goetz.

Trustees excused: Matt Carran

Others present: Administrator Jeremy Smith, Attorney John Macy, Assistant Administrator Melissa Weiss, Administrative Services Director Casen Griffiths, Judy Berg, and a member of the press.

A motion by Stallings, seconded by Tetzlaff to approve the minutes of the Village Board Informational meeting with Seniors on May 23, 2016 and the Village Board public hearing and Village Board meeting held on May 24, 2016 as submitted. Motion carried.

Village President Report. President Goetz reported on the following. The ribbon cutting ceremony at Grogan Park was a success, and praised DPW and Parks staff on a job well done on the installation of the park equipment. Plan Commission will meet on Thursday, June 16<sup>th</sup>, 6:00 pm at Village Hall; the Board of Fire Commissions will meet on Tuesday, June 21<sup>st</sup>, 5:00 p.m. at the Public Safety Building; the Public Safety and Welfare Committee will meet on Tuesday, June 21<sup>st</sup>, 6:00 pm, at the Public Safety Building; the Park and Recreation Board will meet on Tuesday, June 21<sup>st</sup>, 6:30 pm at the Community Center, and the Library Board will meet Wednesday, June 22<sup>nd</sup>, 6:30 pm at the Sussex Village Hall. There will be a special Board of Education Meeting with Village/Town/County officials on Wednesday, June 15<sup>th</sup>, 6:30 pm at Hamilton High School. President Goetz thanked residents for their patience during the Main Street project, and noted that people were utilizing the detour route and obeying traffic signs.

Trustee Tetzlaff reported that she had attended the Waukesha County Sheriff's Department presentation on drug usage in the community and noted that there will be another presentation and encouraged residents to attend.

A motion by Goetz, seconded by Stallings to move item 9A on the agenda after item 4A. Motion carried.

Judy Berg of Cream City Crepes was present before the Board and provided an overview of her food truck operations. A motion by Goetz, seconded by Tetzlaff to approve a Mobile Food Vendor License for Cream City Crepes subject to completion of the application process and meeting all requirements. Motion carried.

The normal meeting agenda resumed at this point.

A motion by Zarzynski, seconded by Uecker to approve the May Check Register and P-Card statement in the amount of \$3,284,313.87. Motion carried.

A motion by Zarzynski, seconded by Stallings to approve an Operator's License to Monsha Foster, subject to the standard conditions of Operator's License approvals. Motion carried.

A motion by Zarzynski, seconded by Uecker to deny an Operator's License to Chelsea Simonsen for failure to complete the application process. Motion carried.

A motion by Zarzynski, seconded by Goetz to approve an temporary Class "B" Picnic License for the Sale of Fermented Malt Beverages by the Hamilton Jr. Chargers Baseball Club at Sussex Village Park for the

2016 Hamilton Jr. Chargers 14<sup>th</sup> Annual Baseball Tournament from July 29-31, 2016, subject to the standard conditions of liquor license approval. Motion carried.

A motion by Zarzynski, seconded by Stallings to approve of the applications for a Combination Class "B" Retail License for the Sale of Fermented Malt Beverages & "Class B" Retail License for the Sale of Intoxicating Liquors - July 1, 2016 to June 30, 2017 to the following:

- A. Rookies44 LLC, N64W23246 Main Street, Sussex, WI 53089, Tailgator's, Agent: Allyn Wasley.
- B. Sussex Bowl, Inc., N64W24516 Main Street, Sussex, WI 53089, Sussex Bowl, Agent: Stephen M. Hoehnen.
- C. Quad/Graphics Inc., N61W23044 Harry's Way, Sussex, WI 53089, Quad/Tech Cafeteria, Agent: Gary L. Chitwood.
- D. Fotron Corp, N64W23300 Main Street, Sussex, WI 53089, Sussex Inn, Agent: David A. Foti.
- E. HQC, LLC, W232N6368 Waukesha Ave, Sussex, WI 53089, Rumors Sports Bar & Grill, Agent: Quintin M. Christensen.
- F. Uptown Art WI LLC, W249N5267 Executive Drive, Uptown Art Uncorked, Agent: Stacie Estrada.
- G. The Northmen Group, LLC, W249N5267 Executive Drive, Sussex, WI 53089. Bistro Z. Agent: Craig C Pruscha.
- H. Boneyard Sussex, LLC, N64W23180 Main Street, Sussex, WI 53089, The Boneyard Pub and Grill, Agent: James Jones.

subject to the standard conditions of liquor license approval. Motion carried.

A motion by Zarzynski, seconded by Stallings to approve of the applications for a Combination Class "A" Retail License for the Sale of Fermented Malt Beverages & "Class A" Retail License for the Sale of Intoxicating Liquors – July 1, 2016 to June 30, 2017 for the following:

- A. Navaab LLC, N64W24310 Main Street, Sussex, WI 53089, Sussex Liquor Mart, Agent: Paviter Sangha.
- B. Ultra Mart Foods LLC, P. O. Box 473 MS2650, Milwaukee, WI 53201-0473, Pick 'n Save #6380, N65W24838 Main Street, Sussex, WI 53089, Agent: Carl J Pittz.
- C. The Main Street Pig Inc., N63W23735 Main Street, Sussex, WI 53089 Agent: Dennis R. Lipofski.
- D. Meijer Stores Limited Partnership, N51W24953 Lisbon Rd, Pewaukee, WI 53072, Meijer Store #275, Agent: Christopher Hoffmann.

subject to the standard conditions of liquor license approval. Motion carried.

A motion by Zarzynski, seconded by Uecker to approve of the application for a Combination Class "A" Retail License for the Sale of Fermented Malt Beverages and Cider - July 1, 2016 to June 30, 2017 for the following:

- A. Meijer Stores Limited Partnership, N51W24847 Lisbon Rd, Pewaukee, WI 53072, Meijer Gas Station #275, Agent: Christopher Hoffmann.
- B. Midwest Retail Group One LLC, N64W24925 Main Street, Sussex, WI 53089, 7-Eleven #35844, Agent: James F. Fiene.
- C. AM Sussex Inc, NW232N6116 Waukesha Ave., Sussex, WI 53089, AM Sussex, Agent: Tadbir Dran.
- D. Shopko Stores Operating CO. LLC, N66W25201 STH 164, Sussex, WI 53089, Shopko #178, Agent: Michael LaCount.

subject to the standard conditions of liquor license approval. Motion carried.

A motion by Zarzynski, seconded by Stallings, to approve of Dance Licenses - July 1, 2016 to June 30, 2017 for the following:

- A. Kim Starz-Nicholas dba Sussex Bowl Inc. for Sussex Bowl (Class A, B, C) N64W24576 Main Street, Sussex, WI 53089
- B. Fotron Corp for Sussex Inn (Class B) N64W23300 Main Street, Sussex, WI 53089
- C. Boneyard Sussex LLC for Boneyard Pub & Grille (Class B) N64W23180 Main Street, Sussex, WI 53089

subject to the standard conditions of dance license approval. Motion carried.

A motion by Zarzynski, seconded by Stallings, to approve the applications for Amusement Device Licenses and Arcade License(s) - July 1, 2016 to June 30, 2016 for the following:

- A. K&J Entertainment LLC (Tailgator's) – 8 permits
- B. Sussex Bowl Inc. (Sussex Bowl) – 46 permits + Arcade License
- C. Fotron Corp (Sussex Inn) – 9 permits
- D. HQC, LLC (Rumors Sports Bar & Grill) - 9 permits
- E. Boneyard Sussex LLC (Boneyard Pub & Grille) – 13 permits
- F. Roettgers Company Inc – 2 permits
- G. Flabbergast Fun LLC - 30 permits + Arcade License
- H. George Webb – 2 permits
- I. Meijer Stores Limited Partnership – 1 permit
- J. AM Sussex Inc – 4 permits
- K. National Entertainment Network (Meijers Store #275) – 1 permit

Motion carried.

A motion by Zarzynski, seconded by Goetz to approve the low bid for the purchase of new Civic Campus furniture to M&M in the amount of \$210,679.20.

Motion carried.

A motion by Zarzynski, seconded by Uecker to approve the purchase of a new server for the Public Safety Building in the amount of \$11,606.36.

Motion carried.

A motion by Zarzynski, seconded by Tetzlaff to approve the purchase of new Civic Campus IT items in the amount of \$91,238.42.

Motion carried.

A motion by Dietrich, seconded by Uecker to approve Public Works bills for payment in the amount of \$1,434,949.24.

Motion carried.

A motion by Dietrich, seconded by Tetzlaff to approve the resolution to accept the 2015 Compliance Maintenance Annual Report.

Motion carried.

A motion by Dietrich, seconded by Uecker to approve amendments #2 and #3 to the agreement with S.E.H for the Design and Bidding of Radium treatment in the amount of \$328,000.

Motion carried.

A motion by Dietrich, seconded by Tetzlaff to approve Amendment #2 to the DNR's Storm Water Grant for the Spring Creek Daylighting project.

Motion carried

A motion by Dietrich, seconded by Zarzynski to approve a gas main easement in Old Brooke Square Park for the Main Street reconstruction project.

Motion carried.

A motion by Dietrich, seconded by Goetz to approve the offer to purchase Village street lights from Al Frantl in the amount of \$50.00 per light.

Motion carried.

A motion by Dietrich, seconded by Goetz to approve the second amendment to the Protective Covenants for the Village Estates subdivision.

Motion carried 5-1 (Stallings Opposed).

Staff Reports: Mrs. Weiss reported on the Main Street reconstruction project, noting that the intersection of Orchard Lane and Main Street is now closed and would be closed until construction moves onto the second phase of the project. The Weyer Park Playground has been excavated and the equipment installation will begin this week. Mr. Smith thanked the Department of Public Works staff for the help in installing Groan Park playground and the new Weyer Playground as it's saved the Village approximately \$100,000 on labor costs. As per tradition, the July committee meetings will be moved from to the second Tuesday of July and there will be only one Village Board meeting in July. Attorney Macy provided an update on Act 391, which is commonly known as the "Property Rights Bill." Mr. Griffiths provided an

update on the Village's actions with the State Railroad Commission regarding the Good Hope Road crossing.

Comments from citizens present: None

Old Business: None

Consideration and possible action on resignations and appointments: None.

A motion by Zarzynski, seconded by Stallings to adjourn the meeting at 7:39 p.m. Motion carried.

Respectfully submitted,

Casen J. Griffiths  
Administrative Services Director

(A copy of all resolutions adopted at this meeting can be found on file at the Village's Administrative Services Office.)

VILLAGE OF SUSSEX  
SUSSEX, WISCONSIN

Minutes of the Special Joint Board of Education meeting held on June 15, 2016.

The meeting was called to order at 6:30 p.m.

Trustees present: Tim Dietrich, Pat Tetzlaff, Lee Uecker and Village President Greg Goetz.

Others present: Village Administrator Jeremy Smith, Representatives from the Hamilton School Board, Representatives from Waukesha County and the Municipalities of Butler, Menomonee Falls, Lannon and City of Pewaukee.

A quorum of the Village Board was present at the meeting.

Updates and discussions were held on residential growth, business development, the status of tax incremental finance districts and infrastructure development within the Hamilton School District.

A motion by Tetzlaff, seconded by Uecker, to adjourn the meeting at 7:47 p.m. Motion carried.

Respectfully submitted,

Jeremy Smith  
Village Administrator



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## MEMORANDUM

To: Village Board

From: Casey Griffiths, Administrative Services Director

Re: Village Board Meeting- June 28, 2016

Date: June 21, 2016

4. A. Village President Report. Report on meetings attended, communication, up-coming meetings and special recognitions including Successfully Sussex Awards.

5.C.1 Staff recommends approval of the tree preservation and mitigation plan for Sussex IM for the property and require the one-time payment of \$100,000 with a credit for new trees planted on the site. Sussex IM is proposing a plan for a new building. The lot purchased for the new building has mature trees which will need to be removed. With the removal of the trees that lot can't meet the Village's Tree Preservation and Mitigation Ordinance, therefore a fee for offsite mitigation is required, with a maximum of \$100,000 being imposed subject to the credit of new trees established. Trees will be established per the landscape plan and trees will not be removed in protected areas of the site. Please see the enclosed memo from Assistant Development Director Kasey Fluet for more information.

5.C.2 Staff recommends approval of the contract for Kahler Slater to provide architectural and engineering services for Phase 1 of the Village Park Master Plan, in the amount of \$84,900. The Village's Capital Improvement Plan in 2017 includes the construction of the first phase of the Village Park Master Plan. This phase includes construction of a four diamond ball complex, concession facility, parking lot and playground. The Village will be able to perform much of the civil engineering but needs external resources to design and bid the building. The Village released a Request for Proposal for architectural and engineering services and three firms responded. The proposal from Kahler Slater will provide the Village with design and concept, detailed construction drawings, building specs, and bidding and construction oversight services. Staff would look for a 20% contingency allowance. These costs are budgeted as part of the capital improvement plan. Please see the enclosed memo from Administrator Jeremy Smith for more information.

5.E.1. Staff recommends approval of the Condominium Plat for Sussex Civic Campus. With the construction of the new Civic Campus a Condominium Plat it is necessary to combine the former Mindemann property and the Village Hall property, as well as allow Sussex Outreach Services to purchase their space in the building. The plat will describe the rights and common areas of other tenants for the new building. The Village will own everything outside the S.O.S. space. Please see the enclosed condominium plat for more information.

9.A. Staff recommends approval of an Outdoor Establishment Permit for Malabar Coast Coffee & Tea at N63W23217 Main Street (Mammoth Springs), subject to the standard conditions of approval for outdoor establishment permits. The business is a coffee shop and will also serve food such as sandwiches, wraps, salads and pastries. The area of outdoor seating will be located in the plaza between the two retail buildings on the corner of Waukesha Avenue and Main Street and will have 10 tables, 40 chairs and 6 benches. As this is a new business requesting an outdoor establishment permit, approval for the permit comes through the Plan Commission and Village Board. Subsequent years are handled administratively, provided there are no significant changes to the operations of the business. Please see the enclosed permit application and site plan for more information.



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**MEMORANDUM**

To: Park and Recreation Board

From: Kasey Fluet, Assistant Development Director

Re: Sussex IM Tree Preservation and Mitigation plan for property north of CTH K and south of Executive Drive

Date: June 14, 2016

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Sussex IM is proposing a plan for a new building to be constructed in two phases. The lot purchased for their new building has a considerable amount of mature trees. In order to construct the building, parking lots and ponds a majority of these trees will be removed. An inventory of the trees to be removed in the building pad of phase one is more than 500 inches. Based on the limited inventory of the trees submitted and calculating the number of acres still to be removed to complete the entire project it is estimated nearly 14,000 inches of trees will be removed.

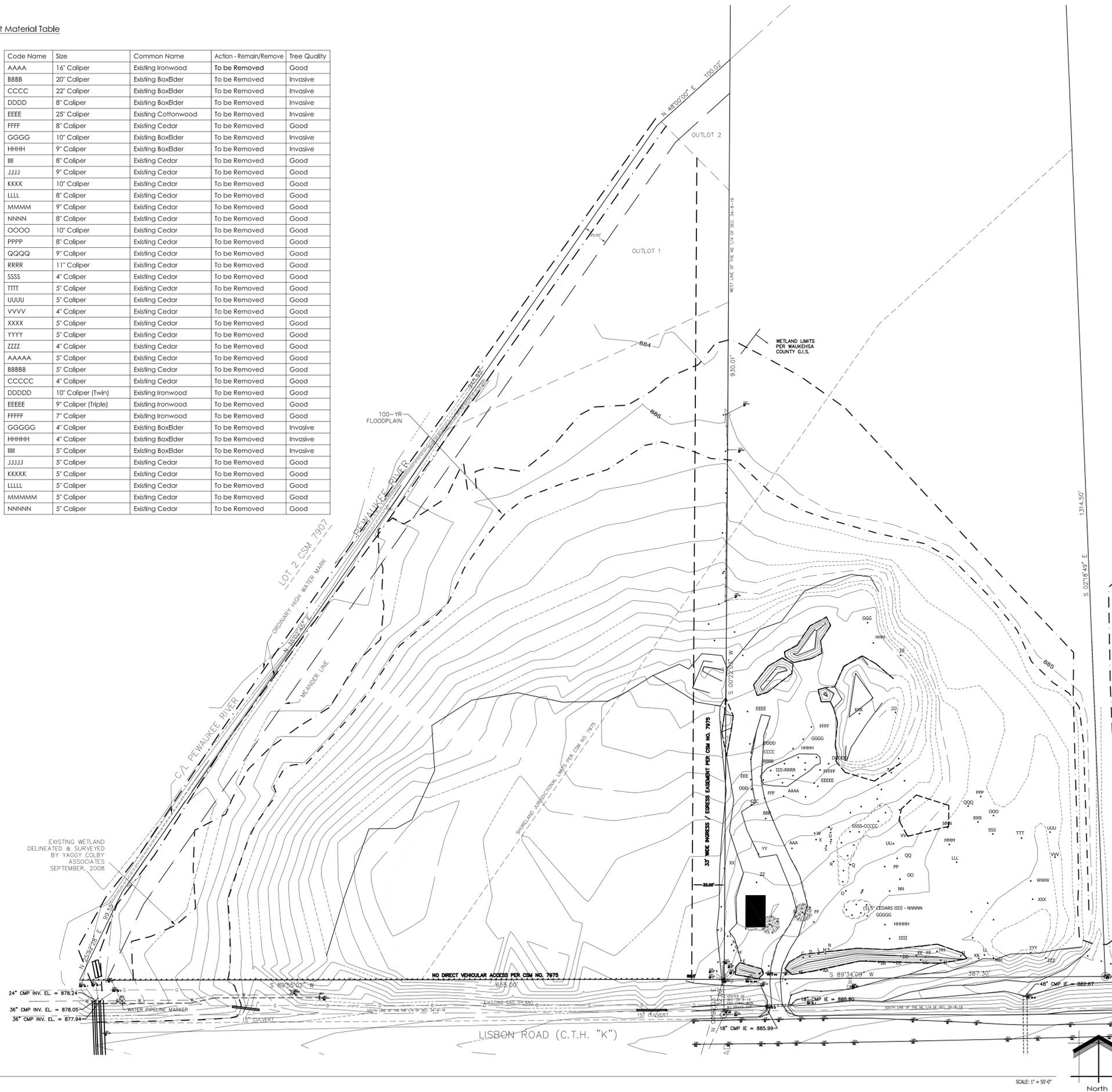
Because the site can't meet the Tree Preservation and Mitigation Ordinance, the fee for offsite mitigation for more than 500 inches is \$100 per 1.5 inches with a maximum of \$100,000. This amount will be offset by any trees established on the site per the landscape plan. Trees will not be removed within the protected areas of site except to establish the trails.

**Staff recommends:** Staff recommends the Park and Recreation Board approve the tree preservation and mitigation plan for Sussex IM for their property and require the one time payment of \$100,000 with a credit for new trees planted on the site. The payment with credit will satisfy the removal of trees for the development.

Existing Tree Plant Material Table

Code Name	Size	Common Name	Action - Remain/Remove	Tree Quality
A	9" Caliper- Twin	Existing Elm	To be Removed	Good
B	10" Caliper- Multistem	Existing BoxElder	To be Removed	Invasive
C	8" Caliper	Existing BoxElder	To be Removed	Invasive
D	8" Caliper	Existing BoxElder	To be Removed	Invasive
E	12" Caliper	Existing BoxElder	To be Removed	Invasive
F	20" Caliper	Existing BoxElder	To be Removed	Invasive
G	10" Caliper	Existing BoxElder	To be Removed	Invasive
H	8" Caliper	Existing BoxElder	To be Removed	Invasive
I	9" Caliper	Existing BoxElder	To be Removed	Invasive
J	8" Caliper	Existing Elm	To be Removed	Marginal
K	12" Caliper	Existing Elm	To be Removed	Marginal
L	8" Caliper	Existing Crabapple	To be Removed	Poor
M	12" Caliper	Existing BoxElder	To be Removed	Invasive
N	15" Caliper	Existing BoxElder	To be Removed	Invasive
O	12" Caliper	Existing BoxElder	To be Removed	Invasive
P	5" Caliper	Existing Cedar	To be Removed	Good
Q	6" Caliper	Existing Ash	To be Removed	Mitigate/Remove
R	6" Caliper	Existing Elm	To be Removed	Marginal
S	6" Caliper	Existing Elm	To be Removed	Marginal
T	6" Caliper	Existing Cedar	To be Removed	Good
U	8" Caliper	Existing BoxElder	To be Removed	Invasive
V	12" Caliper	Existing Cottonwood	To be Removed	Invasive
W	4" Caliper	Existing BoxElder	To be Removed	Invasive
X	3" Caliper	Existing Cedar	To be Removed	Good
Y	15" Caliper	Existing BoxElder	To be Removed	Invasive
Z	36" Caliper	Existing Cottonwood	To be Removed	Invasive
AA	10" Caliper - Multistem	Existing BoxElder	To be Removed	Invasive
BB	18" Caliper - Twin	Existing Ironwood	To be Removed	Good
CC	16" Caliper - Twin	Existing Elm	To be Removed	Good
DD	18" Caliper	Existing Elm	To be Removed	Marginal
EE	12" Caliper	Existing Elm	To be Removed	Good
FF	18" Caliper	Existing Elm	To be Removed	Marginal
GG	11" Caliper	Existing BoxElder	To be Removed	Invasive
HH	8" Caliper	Existing BoxElder	To be Removed	Invasive
II	6" Caliper	Existing BoxElder	To be Removed	Invasive
JJ	30" Caliper - Twin	Existing BoxElder	To be Removed	Invasive
KK	15" Caliper	Existing BoxElder	To be Removed	Invasive
LL	10" Caliper	Existing BoxElder	To be Removed	Invasive
MM	10" Caliper	Existing BoxElder	To be Removed	Invasive
NN	4" Caliper	Existing Cedar	To be Removed	Good
OO	16" Caliper	Existing BoxElder	To be Removed	Invasive
PP	8" Caliper	Existing BoxElder	To be Removed	Invasive
QQ	6" Caliper	Existing Ash	To be Removed	Mitigate/Remove
RR	8" Caliper	Existing Ash	To be Removed	Mitigate/Remove
SS	10" Caliper	Existing Ash	To be Removed	Mitigate/Remove
TT	12" Caliper	Existing Ash	To be Removed	Mitigate/Remove
UU	8" Caliper	Existing Cottonwood	To be Removed	Invasive
VV	12" Caliper	Existing BoxElder	To be Removed	Invasive
WW	4" Caliper	Existing Ironwood	To be Removed	Good
XX	8" Caliper	Existing BoxElder	To be Removed	Invasive
YY	4" Caliper	Existing Cedar	To be Removed	Good
ZZ	6" Caliper	Existing Cedar	To be Removed	Good
AAA	20" Caliper	Existing BoxElder	To be Removed	Invasive
BBB	24" Caliper	Existing BoxElder	To be Removed	Invasive
CCC	24" Caliper	Existing BoxElder	To be Removed	Invasive
DDD	8" Caliper	Existing Elm	To be Removed	Good
EEE	10" Caliper	Existing Elm	To be Removed	Good
FFF	8" Caliper	Existing BoxElder	To be Removed	Invasive
GGG	10" Caliper	Existing BoxElder	To be Removed	Invasive
HHH	8" Caliper	Existing BoxElder	To be Removed	Invasive
III	40" Caliper	Existing BoxElder	To be Removed	Invasive
JJJ	20" Caliper	Existing BoxElder	To be Removed	Invasive
KKK	24" Caliper	Existing BoxElder	To be Removed	Invasive
LLL	35" tall (estimated)	Existing Spruce	To be Removed	Good
MMM	30" tall (estimated)	Existing Spruce	To be Removed	Good
NNN	10" Caliper	Existing Cottonwood	To be Removed	Invasive
OOO	12" Caliper	Existing Cottonwood	To be Removed	Invasive
PPP	16" Caliper	Existing Cottonwood	To be Removed	Invasive
QQQ	16" Caliper	Existing Cottonwood	To be Removed	Invasive
RRR	16" Caliper	Existing Cottonwood	To be Removed	Invasive
SSS	10" Caliper	Existing Cottonwood	To be Removed	Invasive
TTT	12" Caliper	Existing BoxElder	To be Removed	Invasive
UUU	18" Caliper	Existing BoxElder	To be Removed	Invasive
VVV	15" Caliper	Existing BoxElder	To be Removed	Invasive
WWW	12" Caliper	Existing BoxElder	To be Removed	Invasive
XXX	15" Caliper	Existing BoxElder	To be Removed	Invasive
YYY	15" Caliper	Existing BoxElder	To be Removed	Invasive
ZZZ	14" Caliper	Existing BoxElder	To be Removed	Invasive
AAAA	16" Caliper	Existing Ironwood	To be Removed	Good

Code Name	Size	Common Name	Action - Remain/Remove	Tree Quality
AAAA	16" Caliper	Existing Ironwood	To be Removed	Good
BBBB	20" Caliper	Existing BoxElder	To be Removed	Invasive
CCCC	22" Caliper	Existing BoxElder	To be Removed	Invasive
DDDD	8" Caliper	Existing BoxElder	To be Removed	Invasive
EEEE	25" Caliper	Existing Cottonwood	To be Removed	Invasive
FFFF	8" Caliper	Existing Cedar	To be Removed	Good
GGGG	10" Caliper	Existing BoxElder	To be Removed	Invasive
HHHH	9" Caliper	Existing BoxElder	To be Removed	Invasive
IIII	8" Caliper	Existing Cedar	To be Removed	Good
JJJJ	9" Caliper	Existing Cedar	To be Removed	Good
KKKK	10" Caliper	Existing Cedar	To be Removed	Good
LLLL	8" Caliper	Existing Cedar	To be Removed	Good
MMMM	9" Caliper	Existing Cedar	To be Removed	Good
NNNN	8" Caliper	Existing Cedar	To be Removed	Good
OOOO	10" Caliper	Existing Cedar	To be Removed	Good
PPPP	8" Caliper	Existing Cedar	To be Removed	Good
QQQQ	9" Caliper	Existing Cedar	To be Removed	Good
RRRR	11" Caliper	Existing Cedar	To be Removed	Good
SSSS	4" Caliper	Existing Cedar	To be Removed	Good
TTTT	5" Caliper	Existing Cedar	To be Removed	Good
UUUU	5" Caliper	Existing Cedar	To be Removed	Good
VVVV	4" Caliper	Existing Cedar	To be Removed	Good
XXXX	5" Caliper	Existing Cedar	To be Removed	Good
YYYY	5" Caliper	Existing Cedar	To be Removed	Good
ZZZZ	4" Caliper	Existing Cedar	To be Removed	Good
AAAAA	5" Caliper	Existing Cedar	To be Removed	Good
BBBBB	5" Caliper	Existing Cedar	To be Removed	Good
CCCCC	4" Caliper	Existing Cedar	To be Removed	Good
DDDDD	10" Caliper (Twin)	Existing Ironwood	To be Removed	Good
EEEEE	9" Caliper (Triple)	Existing Ironwood	To be Removed	Good
FFFFF	7" Caliper	Existing Ironwood	To be Removed	Good
GGGGG	4" Caliper	Existing BoxElder	To be Removed	Invasive
HHHHH	4" Caliper	Existing BoxElder	To be Removed	Invasive
IIIII	5" Caliper	Existing BoxElder	To be Removed	Invasive
JJJJJ	5" Caliper	Existing Cedar	To be Removed	Good
KKKKK	5" Caliper	Existing Cedar	To be Removed	Good
LLLLL	5" Caliper	Existing Cedar	To be Removed	Good
MMMMM	5" Caliper	Existing Cedar	To be Removed	Good
NNNNN	5" Caliper	Existing Cedar	To be Removed	Good



Project:  
**SUSSEX I. M.**

Libson Road  
Sussex, WI

Issuance and Revisions:

Date	Number	Description
02/29/16		Client Review Submittal
03/21/16		Architectural Review Board Submittal

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Sheet Title:  
EXISTING TREE INVENTORY PLAN  
GENERAL NOTES,  
AND PLANT MATERIAL TABLE

Date of Drawing: 03/21/16  
Scale: 1" = 20'-0"  
Drawn By: MCD  
Job Number: L16-004  
Sheet Number:

**LSP1.4**

NOT FOR CONSTRUCTION - PRELIMINARY - FOR ESTIMATING AND REVIEW ONLY - DO NOT SCALE THESE DRAWINGS-



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## MEMORANDUM

To: Village Board, Park and Recreation Board  
From: Jeremy Smith, Village Administrator  
Re: A&E Services for Village Park Master Plan  
Date: 6/14/2016

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The Village's Capital Improvement Plan calls for construction in 2017 of the first phase of the Village Park Master Plan. This first phase includes the four diamond complex, concession facility, parking lot, and playground. The developer has indicated a readiness to proceed next year. The Village needs to design the building and the complex itself. The Village will be able to perform much of the civil engineering, but does not have the internal resources to design and bid the building. The Village will also need to utilize external expertise in the lighting and irrigation/drainage systems for the ball diamonds.

The Master planning process allowed the Village to explore alternative uses through the park at a very conceptual level. With the establishment of the first building towards the Master Plan it is important to tie the design of architecture together throughout the park and carefully consider what uses would go in what buildings. The architect will meet with the stakeholders (Park Board members, Village Board representatives, user groups, and staff) to design and bid the concession building. The architect will also provide the Village with space needs studies on the other facilities and design concepts for the Park and Recreation Board to consider based upon the design of the concession building to allow for a cohesive feel in the park.

The Village released a Request for Proposal and three firms responded. On a quality based selection process the staff is recommending a contract with Kahler Slater for an amount of \$84,900. This will provide the Village with design and concept, detailed construction drawings, specs., and bidding, and construction oversight services. This is a reasonable fee for the scope of work and estimated cost of construction. Staff would look for a 20% contingency allowance as things may arise in design that need to be explored. These costs are budgeted as part of the CIP costs for the work.

The Village will also have future consultant costs for phase one with respect to drafting and survey with the civil work along with the technical consultants for lighting and irrigation/drainage, etc, but those consultants will be worked in once the Village is further along with design of the building. Once the first phase is completed the rest of the Village Park opens up for additional phases of the Master Plan. This first phase sets the tone for the impact, effectiveness, and quality of the Village's premier park. The first phase would be completed by late summer of 2017. Please see the contract for more information.



**AIA**<sup>®</sup>

# Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of June in the year Two Thousand Sixteen  
*(In words, indicate day, month and year.)*

BETWEEN the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Village of Sussex  
N64 W23760 Main Street  
Sussex, WI 53089

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, legal status, address and other information)*

Kahler Slater, Inc.  
111 W. Wisconsin Avenue  
Milwaukee, WI 53203

for the following Project: Kahler Slater Project No. 216055  
*(Name, location and detailed description)*

Architectural design and engineering services for a concessions building at Village Park.

The Owner and Architect agree as follows.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	ADDITIONAL SERVICES
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7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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12	SPECIAL TERMS AND CONDITIONS
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### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

This project will study, design and construct a concession building with eating and storage to incorporate the facility and space needs for the baseball complex and Phase 1 of the Village Park Master Plan. The project will also perform a conceptual design plan and efficient size and location of facilities. The other buildings beyond the Concession Building will not be constructed at this time, but thorough coordination and contemplation of how the design of the concession building will impact the other facilities needs to be explored and planned for. Public access, parking, visibility, efficient operations, usefulness for seating and enjoyment of the facility by the public and the teams using the fields and safety are key components of the design. The design will involve representatives of the Village of Sussex and the community.

A preliminary space needs study will need to be completed. The Village will design the parking lot and complete other civil engineering work, but will work closely with the Architect to ensure the works effectively.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

.2 Substantial Completion date:

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 ~~The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~ Architect agrees that it will, at times during the term of this Agreement, to keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Owner. Such insurance shall be primary. Fifteen (15) days prior to the execution of this Agreement, Architect shall furnish the owner with a Certificate of Insurance and, upon request, certified copies of the required insurance policies. The Owner shall be given thirty (30) days advanced notice of cancellation, nonrenewal or material reduction of coverages, scope or limits during the term of this Agreement.

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 Commercial General Liability

Policy shall be written to provide coverage for, but not limited to, premises and operations, personal injury, blanket contractual, independent contractors. Limits of liability no less than \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.

.2 Automobile Liability

Business automobile policy covering all owned hired and non-owned private passenger and commercial vehicles. Limit of liability not less than \$1,000,000.00 combined single limit.

.3 Workers' Compensation

As required by the State of Wisconsin

.4 Professional Liability/Errors & Omissions

Policy shall provide liability coverage for damages and injuries arising out of the negligent act, error or omission of the Architect's employees in the performance of their services. Limit of Liability not less than \$2,000,000.00

Architect shall provide a valid certificate in the form and substance satisfactory to Owner and shall maintain a valid certificate in approved form and substance throughout the project.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, ~~and electrical engineering services.~~ electrical, plumbing, and fire protection engineering services and voice data design. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the ~~Architect or Owner.~~ Architect. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall provide analysis of the Owner's needs and program the requirements of the project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other

documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals;~~ competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for ~~Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction as modified by Owner. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. ~~Services including reporting to Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.~~ The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in

connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall prepare Drawings, Specifications and other documents and supporting data, evaluate Contractor's proposals and provide other services in connection with Change Orders and Construction Change Directives.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. ~~The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

Init.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. The Architect shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on mark-up prints, drawings, and other data furnished by the Contractor to the Architect and provide Owner with a copy in both printed and electronic format.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. The Architect shall provide necessary assistance to Owner to address all outstanding punch list and final completion follow through with the Contractor to complete said project including warranty period work.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™–2009)	<u>Architect</u>	
§ 4.1.2 Multiple preliminary designs	<u>Architect</u>	
§ 4.1.3 Measured drawings	<u>Architect</u>	
§ 4.1.4 Existing facilities surveys	<u>Not Provided</u>	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	<u>Not Provided</u>	<u>Will coordinate with Village’s engineers</u>
§ 4.1.6 Building Information Modeling (E202™–2008)	<u>Architect</u>	
§ 4.1.7 <del>Civil engineering</del> engineering/Synthetic Turf Field Design	<u>Owner</u>	
§ 4.1.8 Landscape design	<u>Owner</u>	
§ 4.1.9 Architectural Interior Design (B252™–2007)	<u>Architect</u>	
§ 4.1.10 Value Analysis (B204™–2007)		
§ 4.1.11 <del>Detailed cost</del> Cost estimating	<u>Architect</u>	
§ 4.1.12 On-site Project Representation (B207™–2008)	<u>Architect</u>	
§ 4.1.13 Conformed construction documents	<u>Architect</u>	
§ 4.1.14 As-Designed Record drawings	<u>Architect</u>	
§ 4.1.15 As-Constructed Record <del>drawings</del> drawings*	<u>Architect</u>	

§ 4.1.16	Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.17	Facility Support Services (B210™–2007)	<u>Not Provided</u>	
§ 4.1.18	Tenant-related services	<u>Not Provided</u>	
§ 4.1.19	Coordination of Owner’s consultants	<u>Architect</u>	
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	<u>Not Provided</u>	
§ 4.1.22	Commissioning (B211™–2007)	<u>Not Provided</u>	
§ 4.1.23	Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24	LEED® Certification (B214™–2012)	<u>Not Provided</u>	
§ 4.1.25	Fast-track design services	<u>Not Provided</u>	
§ 4.1.26	Historic Preservation (B205™–2007)	<u>Not Provided</u>	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	<u>Not Provided</u>	
§ 4.1.28	Design/Engineering of site-related items	<u>Not Provided</u>	<u>Only exception: site lighting design</u>
§ 4.1.29	Engineering for monumental signs	<u>Add Service</u>	
§ 4.1.30	Renewable energy systems	<u>Add Service</u>	
§ 4.1.31	Design/Engineering work 5 feet beyond building perimeter	<u>Add Service</u>	
§ 4.1.32	Energy cost modeling/analysis	<u>Add Service</u>	

\*§ 4.1.15 Architect will incorporate mark-ups provided by Contractor’s Notes during Construction.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;  
or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twelve ( 12 ) visits to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Seventeen ( 17 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, ~~including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.~~ Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

~~§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide ~~bid or negotiated proposal, bid,~~ the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. All rights, title and interest in and to the Instruments of Service including, without limitation, copyrights, shall belong to Owner at the completion of the project and when the Architect is paid in full. If Owner uses any of the Instruments of Service in connection with any unrelated project, Owner shall release, indemnify and defend Architect from any liability arising out of such use.~~

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

~~§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the~~

Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. method of binding dispute resolution between Owner and Architect shall be litigation in a court of competent jurisdiction. Both parties agree to spend sixty (60) days in discussion about a potential dispute prior to commencing litigation, mediation or arbitration proceeding. To begin this sixty (60) day period, one party shall inform the other that the period is beginning. The period shall commence when the other party has received the notification. Notifications to be sent by registered letter to the individual signatory on this contact.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

### § 8.2 MEDIATION

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in~~

advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~§ 8.2.3~~ The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~§ 8.2.4~~ If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

### ~~§ 8.3 ARBITRATION~~

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### ~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any normal and customary expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the ~~Project, Project~~ for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 9.7.~~ due.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern~~ Section 8.3, State of Wisconsin. Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and the Owner and Architect submit to the jurisdiction of the Circuit Court for such lawsuits.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for ~~Construction.~~ Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Compensation shall be a Lump Sum Fee as follows:

<u>Phase I Budget &amp; Concept Study</u>	<u>\$27,600</u>
<u>Phase II Design Development, Construction And Bidding</u>	<u>\$38,500</u>
<u>Phase II Construction</u>	<u>\$18,800</u>
<u>TOTAL</u>	<u>\$84,900</u>

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly fees based on 2016 current billing rates (which may be provided to the Owner at their request) plus reimbursable expenses.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly fees based on 2016 current billing rates (which may be provided to the Owner at their request) plus reimbursable expenses.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Twenty-Five</u>	percent (	<u>25</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
<u>Jeff Piette</u>	<u>\$165/hr.</u>
<u>Adam Bastjan</u>	<u>\$110/hr.</u>
<u>Scott Lousier</u>	<u>\$122/hr.</u>
<u>Joe Schultz</u>	<u>\$166/hr.</u>
<u>Mary LaFrombois</u>	<u>\$122/hr.</u>
<u>Ed Dueppen</u>	<u>\$144/hr.</u>
<u>Administrative Coordinator</u>	<u>\$ 79/hr.</u>
<u>Project Manager</u>	<u>\$ 90/hr.</u>
<u>CAD</u>	<u>\$ 60/hr.</u>

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

None

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. However, one percent (1%) of Total Basic Compensation will be held until the Owner is satisfied that the Punch List has been completed or until one (1) year after Substantial Completion, whichever comes first.  
*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % per month per US Bank N.A.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Compensation for Basic Services as included in the Agreement do not include taxes or fees on professional services. If such taxes or fees are mandated in the future, such taxes or fees shall be paid by the Owner in addition to Basic Services.

§ 12.1.2 For claims made coverage, the retroactive date for policies in force during this Agreement shall be no later than the inception date of this Agreement unless policy in force at the inception date is extended indefinitely to cover all acts. Coverage shall be extended beyond this Agreement either by a supplemental extended reporting period for at least two (2) years after work has been completed or by providing a retroactive date no later than the inception date of this Agreement for any policy issued within two (2) years after work has been completed or accepted. The retroactive date shall be started on the Certificate of Insurance.

§ 12.1.3 Any insurance policy deductibles or self-insured retentions (SIRS) must be declared to and approved by the Owner. Deductibles and SIRS shall be stated on the Certificate of Insurance.

§ 12.2 AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, ARCHITECT HEREBY NOTIFIES THE OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BULIDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN

ADDITION TO ARCHITECT, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO GIVE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ARCHITECT AGREES TO COOPERATE WITH OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

§ 12.3 Kahler Slater, Inc. shall be recognized as Architect for the Project in press releases, and at public gatherings and occasions such as the announcement of the Project, ground breaking, dedication and occupancy.

§ 12.4 Kahler Slater shall have the right to include representations of the services provided, including photographs of any workshop facilitation, among the promotional and professional materials. Provided a written request is made in advance by the Owner, information considered confidential or proprietary shall not be included in Kahler Slater promotional materials.

#### § 12.5 NON DISTRIMINATION

§ 12.5.1 In connection with the performance of work under this agreement, Architect agrees not to discriminate against any employee, applicant for employment or actual or potential recipients of service because of age, race, religion, color, marital status, sexual orientation, sex, handicap as defined in Section 504 and the Americans with Disabilities Act (ADA), development, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training including apprenticeship.

#### § 12.6 IDEMNIFICATION

§ 12.6.1 Architect agrees to indemnify, hold harmless and defend Owner, its officers, agents and employees from any and all liability including claims, demands, damage, actions or causes of action, together with any and all losses, costs or expenses including attorney fees, in connection with or related thereto, for bodily injury, sickness, disease, death, personal injury or damage to property or loss of use resulting therefrom arising out of or in connection with or occurring during the course of this agreement where such liability is found upon or grows out of the acts, errors or omission of the Architect, its employees, agents or subcontractors.

#### § 12.7 ACCESS TO INFORMATION

§ 12.7.1 If requested, the Architect shall provide Owner auditors access to and furnish them with information records and reports regarding power, duties, activities, organization, property, financial transaction and methods of operation, or any other information, records and reports that related directly or indirectly to the services being rendered pursuant to this Agreement. The Architect shall also provide access for the Owner auditors to inspect all property, equipment facilities that are used or made use of by the Architect in rendering services pursuant to this Agreement. The provisions of this paragraph shall continue for a period of three years following completion of the service.

§ 12.7.2 Any information, records and reports provided to or obtained by the Owner pursuant to the preceding paragraph, or which the Owner otherwise comes into possession of pursuant of this Agreement, shall be subject to the provisions of Wisconsin's Public Records Law, including provisions regarding limitations upon access based upon trade secret information and state or federal restrictions.

### **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

Init.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

George C. Meyer, AIA, CEO

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

Init.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 07:28:27 on 06/22/2016 under Order No. 2690253108\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

---

*(Signed)*

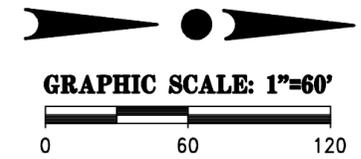
---

*(Title)*

---

*(Dated)*

# CONDOMINIUM PLAT OF SUSSEX CIVIC CAMPUS CONDOMINIUM VILLAGE OF SUSSEX WAUKESHA COUNTY, WISCONSIN

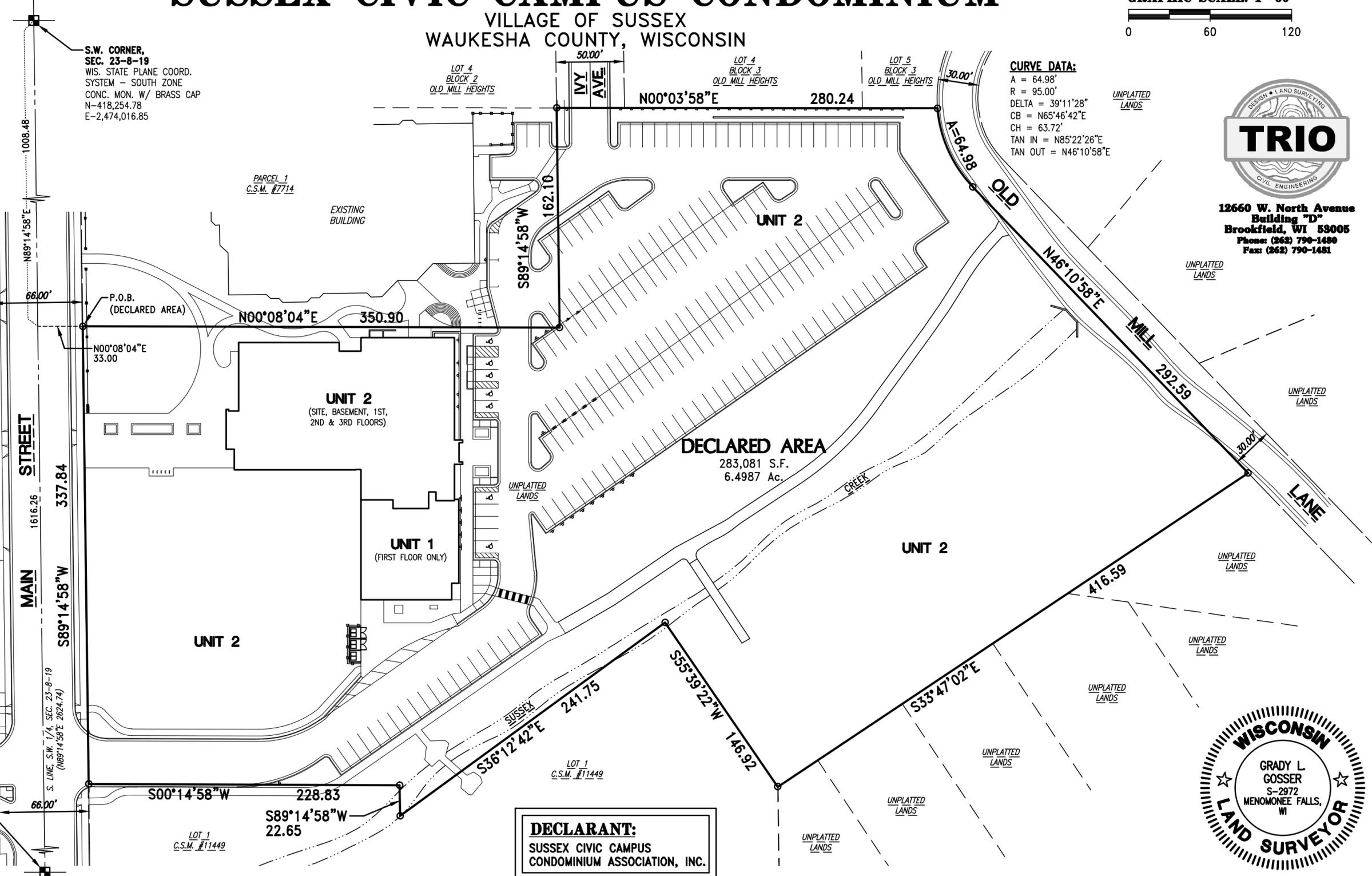


**CURVE DATA:**  
A = 64.98'  
R = 95.00'  
DELTA = 39°11'28"  
CB = N65°46'42"E  
CH = 63.72'  
TAN IN = N85°22'26"E  
TAN OUT = N46°10'58"E



12660 W. North Avenue  
Building "D"  
Brookfield, WI 53005  
Phone: (262) 790-1480  
Fax: (262) 790-1481

- NOTES:**
- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE SOUTH LINE OF THE S.W. 1/4 OF SECTION 23, TOWN 8 NORTH, RANGE 19 EAST, BEARS N89°14'58"E.
  - THE EXTENT AND BOUNDARIES OF UNIT 2 SHALL BE AND SHALL CONSTITUTE ALL AREAS OF LAND, ALL IMPROVEMENTS, EQUIPMENT, FIXTURES AND OTHER ITEMS ON THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE LAND, EXCEPT FOR UNIT 1 AS DESCRIBED HEREIN, AND EXCEPT FOR THOSE ADDITIONAL ITEMS INCLUDED AS PART OF UNIT 1 AS DESCRIBED IN THE DECLARATION.
  - THERE SHALL BE NO COMMON ELEMENTS ON THE PROPERTY. ANY ITEM OR IMPROVEMENT WITHIN OR ON THE PROPERTY THAT IS NOT DESCRIBED OR DEFINED AS PART OF UNIT 1 SHALL BE DEEMED AND DETERMINED TO CONSTITUTE PART OF UNIT 2.
  - THERE SHALL BE NO LIMITED COMMON ELEMENTS APPURTENANT TO THE UNITS. ANY ITEM OR IMPROVEMENT WITHIN OR ON THE PROPERTY THAT IS NOT DESCRIBED OR DEFINED AS PART OF UNIT 1 SHALL BE DEEMED AND DETERMINED TO CONSTITUTE PART OF UNIT 2.
  - ALL LIMITED COMMON ELEMENTS ARE THE EXCLUSIVE POSSESSION AND USE OF AN ENTRANCEWAY, STOOP, AND ANY OTHER FIXTURE OR IMPROVEMENTS DESIGNED TO SERVE A SINGLE UNIT.
  - THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS THE "DECLARED AREA" AND THE LAND ADJACENT TO "SUSSEX CIVIC CAMPUS CONDOMINIUM" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH TERMS OF THE DECLARATION.
  - REFER TO THE DIAGRAMMATIC FLOOR PLANS ON SHEETS 3 THRU 6 FOR A MORE PRECISE LOCATION OF DIVISION LINES BETWEEN UNITS.



**S. 1/4 CORNER,  
SEC. 23-8-19**  
WIS. STATE PLANE COORD.  
SYSTEM - SOUTH ZONE  
CONC. MON. W/ BRASS CAP  
N-418,289.16  
E-2,476,641.08

**DECLARANT:**  
SUSSEX CIVIC CAMPUS  
CONDOMINIUM ASSOCIATION, INC.



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CONDOMINIUM PLAT  
OF  
**SUSSEX CIVIC CAMPUS CONDOMINIUM**  
VILLAGE OF SUSSEX  
WAUKESHA COUNTY, WISCONSIN

**LEGAL DESCRIPTION: (DECLARED AREA)**

All that part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 23, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest Corner of said Section 23; Thence North 89°14'58" East and along the South line of the said Southwest 1/4 Section and the Centerline of "Main Street", 1008.48 feet to a point; Thence North 00°08'04" East, 33.00 feet to a point on the North Right-of-Way line of said "Main Street" and the place of beginning of lands hereinafter described;

Continuing Thence North 00°08'04" East and along the East line of Parcel 1 of Certified Survey Map No. 7714, 350.90 feet to a point; Thence South 89°14'58" West and along the North line of said Parcel 1 and being parallel to the said South line of the said Southwest 1/4 Section, 162.10 feet to a point on the East line of "Old Mill Heights" (A Subdivision Plat of Record); Thence North 00°03'58" East and along the said East line of said "Old Mill Heights", 280.24 feet to a point on the Southeasterly Right-of-Way line of "Old Mill Lane"; Thence Northeasterly 64.98 feet along the said Southeasterly Right-of-Way line and the arc of a curve, whose center lies to the Northwest, whose radius is 95.00 feet, whose central angle is 39°11'28", and whose chord bears North 65°46'42" East, 63.72 feet to a point of tangency; Thence North 46°10'58" East and along the said Southeasterly Right-of-Way line, 292.59 feet to a point; Thence South 33°47'02" East and along the Southwesterly line of Unplatted Lands, 416.59 feet to a point on the North line of Lot 1 of Certified Survey Map No. 11449; Thence South 55°39'22" West and along the Northwesterly line of said Lot 1, 146.92 feet to a point in the centerline of "Sussex Creek"; Thence South 36°12'42" East and along the Westerly line of said Lot 1, 241.75 feet to a point; Thence South 89°14'58" West and along the Westerly line of said Lot 1 and being parallel to the said South line of the said Southwest 1/4 Section, 22.65 feet to a point; Thence South 00°14'58" West and along the Westerly line of said Lot 1, 228.83 feet to a point on the said North Right-of-Way line of said "Main Street"; Thence South 89°14'58" West and along the said North Right-of-Way line being parallel to and at a right angle of 33.00 feet from the said South line of the said Southwest 1/4 Section, 337.84 feet to the point of beginning of this description.

Said Declared Area contains 283,081 Square Feet (or 6.4987 Acres) of land, more or less.



**12660 W. North Avenue  
Building "D"  
Brookfield, WI 53005  
Phone: (262) 790-1480  
Fax: (262) 790-1481**

**SURVEYOR'S CERTIFICATE:**

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "SUSSEX CIVIC CAMPUS CONDOMINIUM" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

The survey makes no certification as to the accuracy of the interior line dimensions set forth on the diagrammatic floor plans of condominium buildings and units contained herein.

Dated this 10th day of JUNE, 2016.

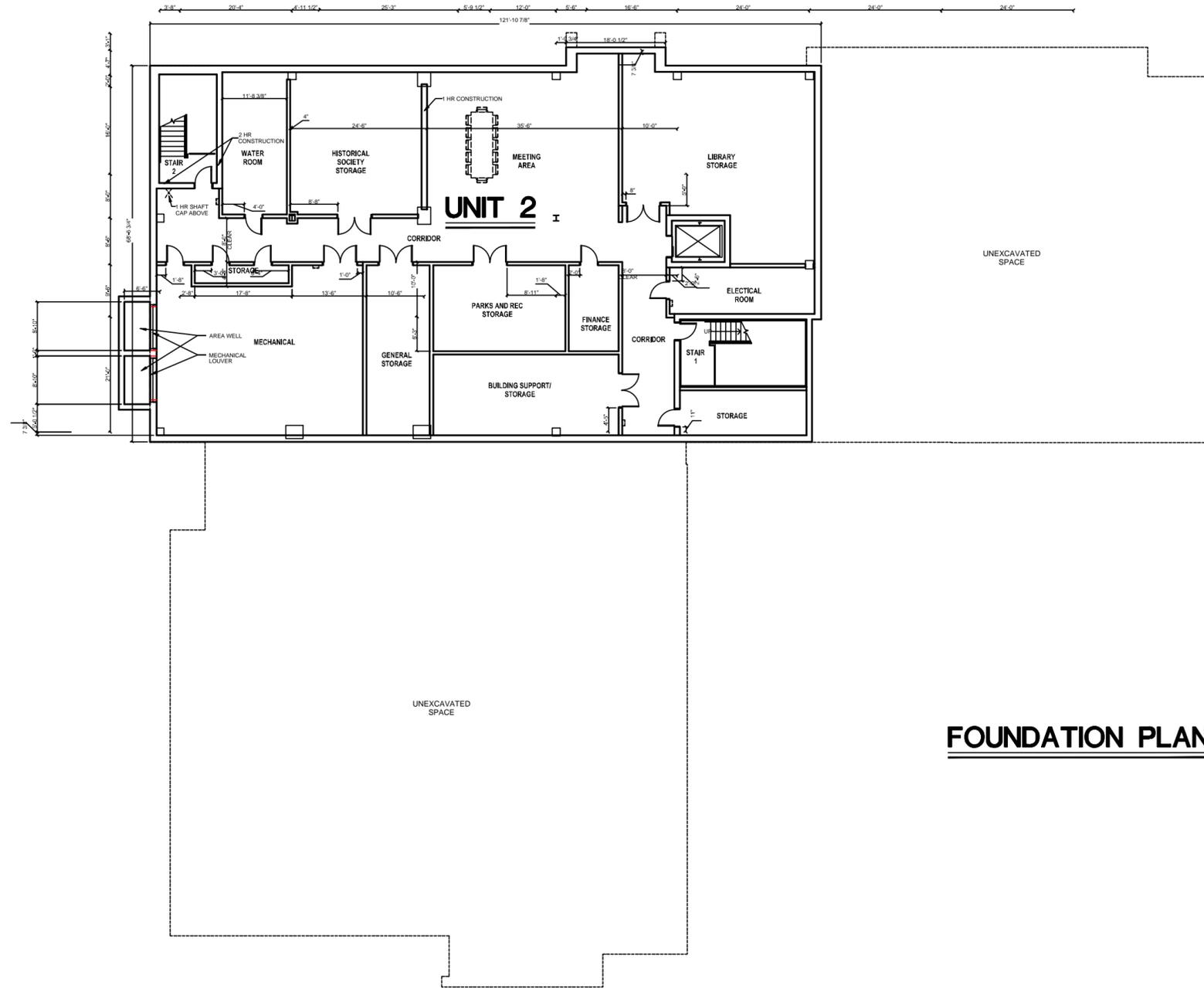
\_\_\_\_\_  
Grady L. Gosser, P.L.S.  
Professional Land Surveyor S-2972



CONDOMINIUM PLAT  
OF  
**SUSSEX CIVIC CAMPUS CONDOMINIUM**

VILLAGE OF SUSSEX  
WAUKESHA COUNTY, WISCONSIN

**BUILDING PLAN DETAIL SHEET**  
SCALE: 1" = 20'



**NOTE:**

• BUILDINGS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION AND NOT MEASURED AS-BUILT AND DO NOT INCLUDE POSSIBLE CHANGES REQUESTED BY OWNER OR BUILDER.



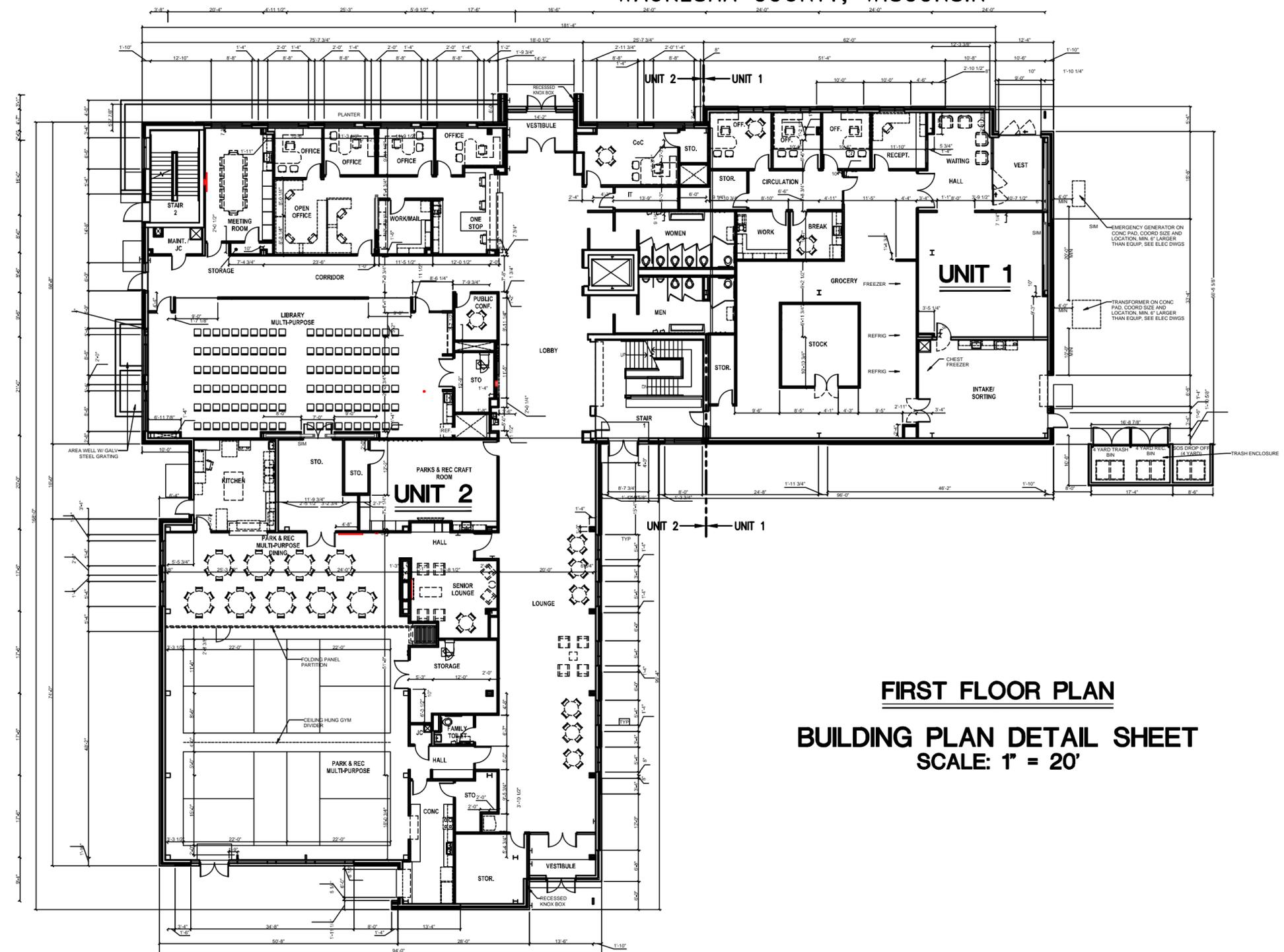
**12660 W. North Avenue**  
**Building "D"**  
**Brookfield, WI 53005**  
Phone: (262) 790-1480  
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**FOUNDATION PLAN**



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**CONDOMINIUM PLAT**  
**OF**  
**SUSSEX CIVIC CAMPUS CONDOMINIUM**  
 VILLAGE OF SUSSEX  
 WAUKESHA COUNTY, WISCONSIN



**NOTE:**  
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**FIRST FLOOR PLAN**  
**BUILDING PLAN DETAIL SHEET**  
 SCALE: 1" = 20'

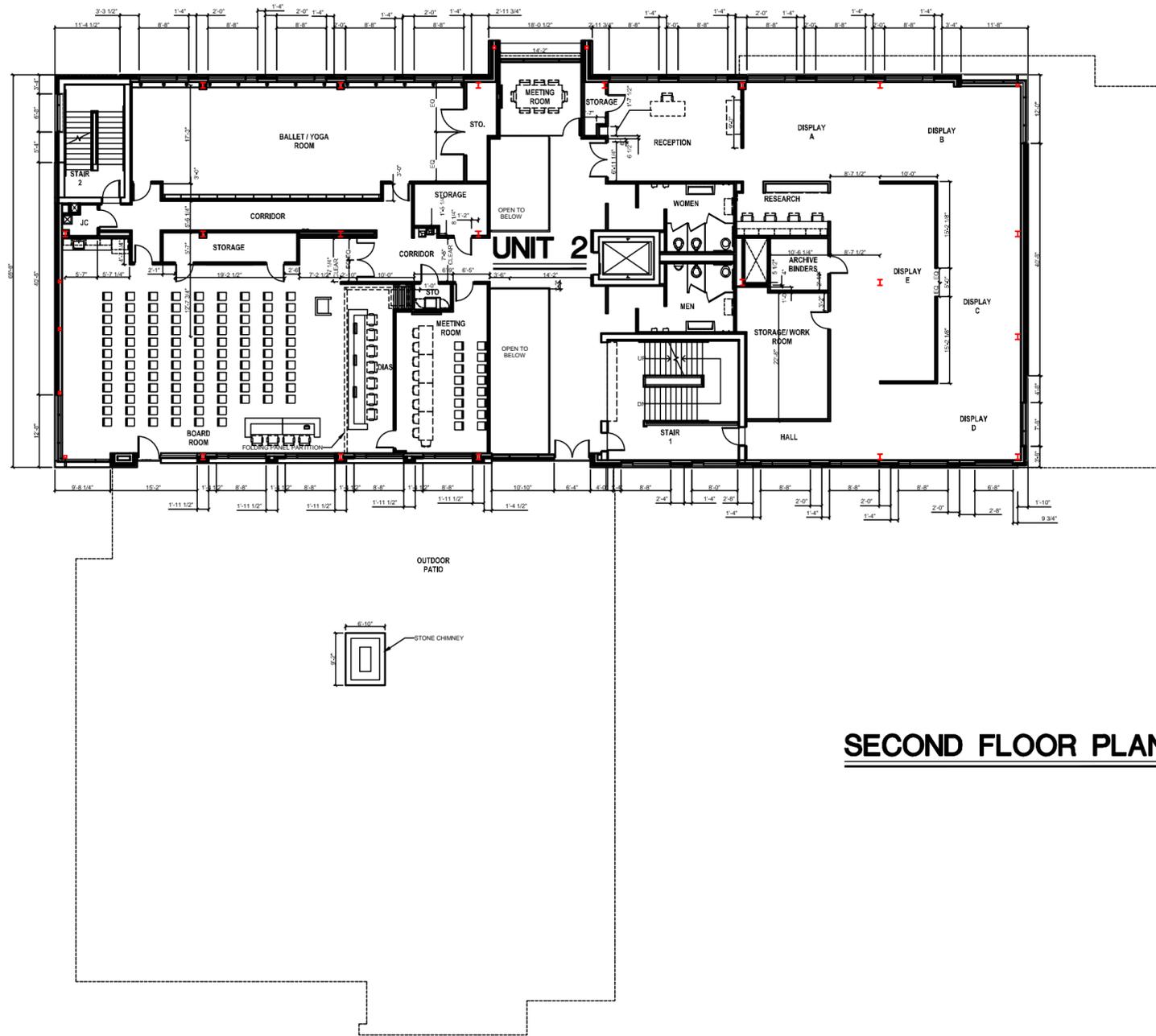


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**CONDOMINIUM PLAT**  
**OF**  
**SUSSEX CIVIC CAMPUS CONDOMINIUM**

VILLAGE OF SUSSEX  
 WAUKESHA COUNTY, WISCONSIN

**BUILDING PLAN DETAIL SHEET**  
**SCALE: 1" = 20'**



**NOTE:**  
 • BUILDINGS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION AND NOT MEASURED AS-BUILT AND DO NOT INCLUDE POSSIBLE CHANGES REQUESTED BY OWNER OR BUILDER.



**12660 W. North Avenue**  
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**SECOND FLOOR PLAN**



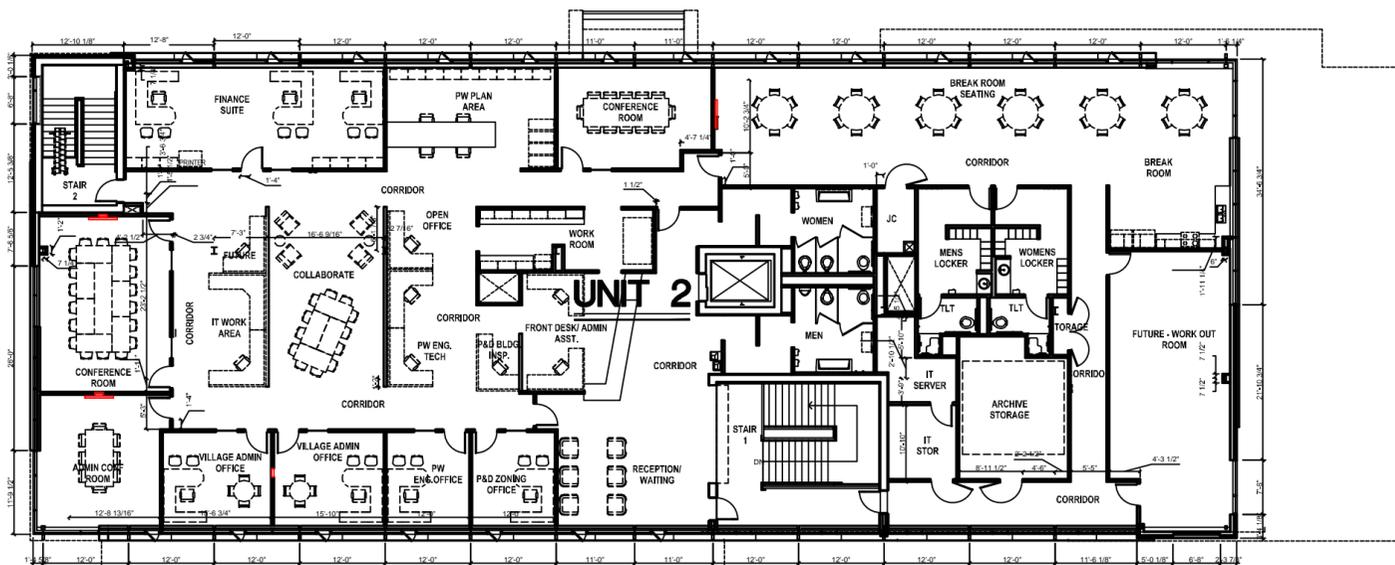
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CONDOMINIUM PLAT  
OF  
**SUSSEX CIVIC CAMPUS CONDOMINIUM**

VILLAGE OF SUSSEX  
WAUKESHA COUNTY, WISCONSIN

**BUILDING PLAN DETAIL SHEET**  
SCALE: 1" = 20'

**NOTE:**  
• BUILDINGS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION AND NOT MEASURED AS-BUILT AND DO NOT INCLUDE POSSIBLE CHANGES REQUESTED BY OWNER OR BUILDER.



THIRD FLOOR PLAN



**12660 W. North Avenue**  
**Building "D"**  
**Brookfield, WI 53005**  
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Fax: (262) 790-1481



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## Application for Outdoor Establishment Permit or Outdoor Merchandise Display & Sales Permit

The permit shall be valid from April 1 through November 30 unless the Village Board approves alternative dates.

PERMIT FEE: \$100.00

**An outdoor establishment plan is required with the original permit application.** (See attached page for a list of requirements.) All plans and original applications shall be reviewed and approved by the Village Board.

RENEWAL FEE: \$75.00

The previously approved outdoor plan must remain unchanged for the permit to be renewed and the application and permit fee must be submitted prior to March 15. All renewals shall be approved by the Village Administrator.

### BUSINESS INFORMATION

Name Malabar Coast Coffee & Tea Contact Name Jason Wessels  
Street N63 W23217 Main St Phone 6088348101  
City Sussex State WI Zip Code 53089

### PROPERTY OWNER INFORMATION

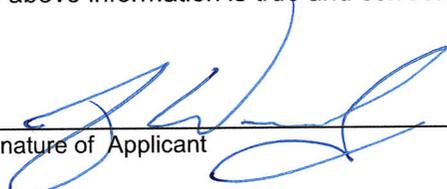
Name Sawall Development Contact Name Arthur Sawall  
Street N63 W23217 Main St Suite 200 Phone 262-297-4444  
City Sussex State WI Zip Code 53089

### PERMIT TYPE

Check One  Outdoor Seating Permit  Outdoor Merchandise Display & Sales

### SIGNATURES

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

  
Signature of Applicant

6/14/16  
Date

  
Signature of Property Owner

6-14-16  
Date

#### For Office Use Only

New  Renewal  
Village Board Action: Approved  Denied  Date \_\_\_\_\_ Permit # \_\_\_\_\_  
Village Manager's Approval \_\_\_\_\_ Date \_\_\_\_\_

Reset Form

Malabar Coast Coffee + Tea

Outdoor Seating ☺

Mammoth Springs:

10 Tables      6 Benches

40 Chairs

