



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

AGENDA
PUBLIC WORKS COMMITTEE
VILLAGE OF SUSSEX
6:00 P.M. TUESDAY, DECEMBER 6, 2016
SUSSEX CIVIC CENTER- COMMITTEE ROOM 2nd FLOOR

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

1. Roll call.
2. Consideration and possible action on minutes of the regular Public Works meeting on November 1, 2016.
3. Comments from citizens present and correspondence/communications received from citizens.
4. Consideration and possible action on bills for payment.
5. Consideration and possible action on Utility Items:
 - A. Purchase of next Sorbx batch for Wastewater Treatment Phosphorous Pilot testing.
6. Consideration and possible action on Sidewalk and Street Items:
 - A. Plow truck quotes
 - B. Main Street Phase Two- Incentives
7. Consideration and possible action on Other Public Works Items:
8. Staff report, update and issues, and possible action regarding subdivision, developments, and projects:
 - A. Engineer's Report
 - B. Developer's Agreement for Ancient Oaks of Sussex.
9. Other discussion for future agenda topics
 - A. Villas of Brandon Oaks Request

10. Adjournment.

Tim Dietrich
Chairperson

Jeremy Smith
Village Administrator

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

VILLAGE OF SUSSEX
SUSSEX, WISCONSIN

Minutes of the Public Works Committee meeting held on November 1, 2016.

Tim Dietrich called the meeting to order at 6:00 p.m.

Members present: Trustees Tim Dietrich and Lee Uecker, Trustee Bob Zarzynski, and Rick Vodicka.

Members excused: None

Staff present: Administrator Jeremy Smith, Asst. Administrator Melissa Weiss, Village Engineer Judy Neu and Administrative Services Director Casen Griffiths.

Others present: President Greg Goetz and Bill Wiesneski

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

A motion by Vodicka, seconded by Zarzynski, to approve the minutes of the October 4, 2016 Public Works Committee meeting, as presented. Motion carried.

Comments from citizens present and correspondence/communications received from citizens:

There were no citizens who wished to be heard

Consideration and possible action on bills for payment:

A motion by Vodicka, seconded by Uecker, to recommend that the Village Board approve the Public Works bills for payment in the amount of \$1,605,564.53 as presented. Motion carried.

Consideration and possible action on Utility Items:

None

Consideration and possible action Sidewalk and Street Items:

A motion by Vodicka, seconded by Uecker to recommend that the Village Board deny a request for a stop sign at Field Drive and Braddock Place. Motion carried.

Other Public Works Items:

None

Staff Report, update and issues, and possible action regarding subdivision developments, and projects.

Ms. Neu reported that Silver Spring Drive is now open, street lights, signs and restoration work still need to be completed. Work on the lighting around the Civic Campus will be postponed until spring. The Village has submitted a floodplain map change request to FEMA for the area on Main Street and Sussex Creek. Phase two of Main Street design is progressing with final plans in December with bidding to be done in January. DNR submittal and design are underway for radium treatment. Woodside Ridge subdivision roads and utilities are complete. Sussex Preserve road and utility work are done. Johansen Farm utility work will be done in mid-2017 due to the need for a lift station. Sussex Town Center phase two will be done in spring of 2017. Two subdivisions, Ancient Oaks and Hidden Hills have submitted plans.

Other discussion for future agenda topics:

None

A motion by Vodicka, seconded by Zarzynski to adjourn the Public Works Committee meeting at 6:22 p.m. Motion carried.

Respectfully submitted,

Casen J. Griffiths
Administrative Services Director

VILLAGE OF SUSSEX
PUBLIC WORKS COMMITTEE
BILLS FOR PAYMENT

12/6/2016

VENDOR	AMOUNT		%COMPLETED	NOTES
BOARD OF REGENTS OF UNIV. OF WI SYSTEM	\$ 2,571.56	ARCHAEOLOGICAL & ARCHITECTURE/HISTORY INVESTIGATION FOR MAIN STREET & VILLAGE HALL CAMPUS RECONSTRUCTION	100%	Prepaid - due date.
BOARD OF REGENTS OF UNIV. OF WI SYSTEM	\$ 3,460.84	ARCHAEOLOGICAL & ARCHITECTURE/HISTORY INVESTIGATION FOR MAIN STREET & VILLAGE HALL CAMPUS RECONSTRUCTION	100%	Prepaid - due date.
GILES ENGINEERING ASSOC., INC.	\$ 1,736.00	MAIN STREET RECON. - PHASE 1 - CONSTRUCTION MAT'L TEST	100%	
KAHLER SLATER	\$ 6,639.25	SUSSEX CIVIC CENTER PROF. SERV. 10/2-29/2016	100%	
MIRON CONSTRUCTION CO., INC.	\$ 666,555.33	VOS CIVIC CENTER	97%	
MIRON CONSTRUCTION CO., INC.	\$ 44,681.00	VOS CIVIC CENTER	97%	
MIRON CONSTRUCTION CO., INC.	\$ 15,000.00	VOS CIVIC CENTER	97%	
NATIONAL FLOOD INS. PROGRAM	\$ 8,000.00	SUSSEX CREEK MAIN STREET BRIDGE REPLACEMENT	100%	Prepaid - due date.
R.A. SMITH NATIONAL	\$ 875.00	VOS BRIDGE INSPECTION SERVICES	100%	
RUEKERT & MIELKE, INC.	\$ 247.50	MAIN STREET RECON. - PHASE 1 CONSTRUCTION	100%	
RUEKERT & MIELKE, INC.	\$ 23,677.20	MAIN STREET RECONSTRUCTION	80%	
RUEKERT & MIELKE, INC.	\$ 373.25	PHOSPHORUS OPERATION EVALUATION REPORT	ONGOING	
RUEKERT & MIELKE, INC.	\$ 2,248.62	JOHANNSEN FARMS SUBDIVISION - PROF. SERV. 10/1-28/2016	100%	Bill to developer - Mike Kaerek
RUEKERT & MIELKE, INC.	\$ 318.75	VOS CIVIC CENTER - PROF. SERV. 10/1-28/2016	100%	
SHORT ELLIOTT HENDRICKSON, INC.	\$ 1,671.73	MENOMONEE FALLS WM CONNECTION	18%	
SHORT ELLIOTT HENDRICKSON, INC.	\$ 374.45	WELL 1, 2, & 3 ABANDONMENT	5%	
SHORT ELLIOTT HENDRICKSON, INC.	\$ 4,384.47	WELL 8 WTP	7%	
SHORT ELLIOTT HENDRICKSON, INC.	\$ 792.57	WATER NEEDS ANALYSIS STUDY	99%	
SHORT ELLIOTT HENDRICKSON, INC.	\$ 1,664.17	WELL 8	7%	
SHORT ELLIOTT HENDRICKSON, INC.	\$ 1,640.63	WELLS #4 & 5 RADIUM REDUCTION	37%	
SHORT ELLIOTT HENDRICKSON, INC.	\$ 14,637.10	WELLS #4 & 5 RADIUM REDUCTION	50%	
SHORT ELLIOTT HENDRICKSON, INC.	\$ 4,078.58	WELL 8	12%	
SHORT ELLIOTT HENDRICKSON, INC.	\$ 1,286.40	WELL 8 WTP	8%	
SHORT ELLIOTT HENDRICKSON, INC.	\$ 746.09	MENOMONEE FALLS WM CONNECTION	24%	
VINTON	\$ 349,768.99	MAIN STREET RECON. - PHASE 1	85%	
TOTAL	\$ 1,157,429.48			



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

MEMORANDUM

To: Public Works Committee
From: Dennis Wolf, Assistant Public Works Director Operations
Date: 11/29/2016
Re: W.W.T.F. Phosphorus Removal

As stated in an earlier memo from April 2016, the Village of Sussex staff, along with our consulting engineers, Ruekert – Mielke, is continuing efforts to comply with the Water Quality Based Effluent Limits for Total Phosphorus that are listed in Sussex Wastewater Treatment Facilities WPDES Permit.

In the initial report filed with the Wisconsin Department of Natural Resources in September of 2015, several optimization action plans were listed to try to achieve the lower phosphorus limits in the effluent.

The optimization action plan that staff conducted this past summer and fall was a pilot study by replacing ferric chloride with a rare earth chemical compound called cerium chloride. Ferric chloride is added to the wastewater stream during the treatment process to precipitate and settle the phosphorus in the sludge. This new rare earth chemical compound, commercially known as SorbX, works in the same manner and it is more efficient at the task of removing the phosphorus. During our pilot studies at the Village of Sussex Wastewater Treatment Plant, SorbX removed phosphorus to below the new permit levels of 0.075 mg/L, removing it down to 0.03 mg/L.

Since that time we have been scaling back on the amount of chemical we add daily in an effort to find the amount of chemical that will consistently return a phosphorous amount of 0.06 mg/L for a period of 4 – 5 weeks at the recommendation of the consultant. At this time we have not yet completed this analysis and will need additional SorbX to do so. Staff and our engineers would like to continue this pilot study to have accurate data, there by giving us actual costs for future budgetary requests, if this treatment is chosen to comply with our future WPDES permit requirements.

To complete the pilot study, we would purchase one more tank load of 3,450 gallons. The price has increased since the last purchase, and now will cost \$ 28,800.

Funds to pay for the continuation of the pilot study would come from RCA fees of which there was \$ 1,500,000 in reserve at of the end of 2015.



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

MEMORANDUM

To: Public Works Committee
From: Scott Ascher PW Foreman
Date: 10/18/16
Re: Patrol Truck

With the addition of subdivisions that have been built and more being built it is necessary to add an additional snow plow route and patrol truck to our fleet. This is crucial to maintain the high level of snow service that we currently provide to our residents. Three quotes were obtained for the purchase of the truck chassis and three for the plow and dump body.

1. **Mack: \$170,334.00** This truck does not meet our spec of in cab battery storage and front disc brakes. Frame mounted battery box increases the plow and body fabrication costs and the front disc brake option is a must have safety feature, new to this class of truck.
2. **Peterbilt: \$173,891.50** Peterbilt has been the brand of choice for the Village as the last 3 trucks have been Peterbilt. They have been dependable and will give the best cost of ownership through its 18 year replacement cycle.
3. **Kenworth: \$174,593.00** This is very tall truck with a high hood that greatly compromises visibility for the operator during plowing operations.

Recommendation

Staff is recommending purchasing the Peterbilt truck for its dependability, ease of operation, and cost of ownership over its 18 year replacement cycle.

Burke Truck

After purchasing the truck, we also need to purchase the plows, dump body, and the installation of these components. Staff obtained 3 quotes and is recommending the lowest bidder, Burke Truck. The prices listed above are all-inclusive. Burke has been the lowest bidder for the last two patrol truck purchase and we have had great success with the quality of their craftsmanship and equipment.

Final Cost

If the Village gives Burke Truck half of the money at the time of order burke Truck will deduct 1.5% of their total price, which would be \$1173.15 bringing the total cost to \$172,718.35



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

MEMORANDUM

To: Melissa Weiss, Assistant Village Administrator / Public Works Director

From: Judith A. Neu, Village Engineer

Date: December 2, 2016

Re: Main Street Reconstruction, Phase 2: Incentives for Early Completion

The Village Board has expressed interest in offering a financial incentive to the Contractor for early completion of the project.

The Contractor will be required to complete the project by November 3, 2017. Substantial completion of the project will be required by Friday, October 20, 2017. Substantial completion, in this case, means that the road, sidewalks, terraces, pavement marking, street lighting, signing and marking, etc. are essentially complete and the road is fully open to traffic. The definition of substantial completion will be spelled out in the contract. The contractor would have the final 2 weeks, till November 3, 2017, to do any miscellaneous clean-up and punch list work.

The intent of the incentive is to get the contractor to complete the project ahead of schedule. Early completion would decrease the inconveniences to residents and businesses within the corridor and the travelling public. However, providing incentives requires more vigilance on the part of the inspection team to keep the contractor from cutting corners to get the most incentive possible. We intend to hire a good inspection team and staff will be monitoring the situation closely.

If interested in proceeding with an incentive, staff would recommend an amount of \$1,000 per calendar day for each day that they beat the substantial completion deadline, not to exceed a certain dollar amount, for example \$20,000. For the contractor to receive the full \$20,000 incentive, they would need to reach substantial completion by September 30, 2017.

END.



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

MEMORANDUM

To: Melissa Weiss, Assistant Village Administrator / Public Works Director
From: Judith A. Neu, Village Engineer
Date: November 30, 2016
Re: Engineering Monthly Report – November 2016

Main Street Reconstruction – Phase 1:

- Work is essentially over for the winter, except for a few miscellaneous restoration and signing items.
- Work continues on the We Energies electric line replacement work.
- New meter pedestal installation at homes and businesses impacted by the overhead to underground conversion continues. Only a few properties remain.
- Civic Campus lighting and most of the shrubs/landscaping will be postponed until Spring.
- Floodplain map change request has been submitted to FEMA.
- Traffic signal timing at Silver Spring will be adjusted to improve flow and to coordinate with Civic Campus.

Main Street Reconstruction – Phase 2:

- Design work nearly complete for Phase 2. Final plans and specifications have been received. Bidding will take place in January 2017.
- Neighborhood Meeting will be Wednesday, January 11, 2017, 4 -7 PM in the Board Room.

Radium:

- Preliminary Engineering Reports are being prepared for DNR submittal as are facility designs.
- Plans and specifications for treatment facilities at Wells 4 and 5 will be complete and sent to DNR by the end of 2016. Bidding will take place after DNR approval is received.
- Bidding for Temporary and Permanent Well Drilling at Well 8 site is planned in the first half of 2017.
- PERF and ITA for Safe Drinking Water Loan Fund financing have been submitted.

Miscellaneous:

- Bridge Inspections have been completed. As suspected, the Clover Drive Bridge needs to be repaired in 2017. Staff will explore the options of lining the pipes in place or constructing concrete paved inverts. Both options are trenchless, so there would be little traffic impact.
- Traffic Signals – staff recommends that the Main Street signals be programmed to flash red in all directions from 10:00 PM to 5:00 AM each day. All red flash allows the signals to function like stop signs and will limit delays for late night drivers when traffic is light.
- Good Hope Railroad Crossing – A public hearing before the Railroad Commission will take place on December 12th. This is the next step in getting the railroad to repair the crossing.

Developments:

- Johannsen Farms: Grading is essentially complete. Utility work has begun. Due to long lead time on Lift Station, construction will not be complete till 2017.
- Marchese / Duchow: Phase 2 (village) and STH 164 (DOT) plans have been approved. Approvals for Main Street work are still pending (County). Construction expected in Spring 2017.
- Sussex IM: Water main and path extension construction are complete.
- Ancient Oaks: Preliminary Plat, storm water plan and road/utility plans have been reviewed.
- Hidden Hills: Preliminary Plat, storm water plan and road/utility plans have been reviewed.

END.

DEVELOPER'S AGREEMENT FOR

**The Ancient Oaks of Sussex
Single Family Development**

VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, 2016,
between _____ a Wisconsin-based limited liability
corporation, with offices at _____,
hereinafter called "DEVELOPER", and the VILLAGE of Sussex in the County of
Waukesha and the State of Wisconsin, hereinafter called the "VILLAGE".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of land in the VILLAGE, said
land being described on **EXHIBIT A** attached hereto and incorporated herein,
hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop the SUBJECT
LANDS for residential purposes by use of the standard regulations as set forth in
Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land
division and development; and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a
condition of approval, the governing body of a municipality within which the
SUBJECT LANDS lie may require that the DEVELOPER make and install any
public improvements reasonably necessary and/or that the DEVELOPER provide
financial security to ensure that the DEVELOPER will make these improvements
within a reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned RS-3 Single
Family Residential District; and

WHEREAS, the DEVELOPER may be required to grant additional
easements over a part of the SUBJECT LANDS for sanitary sewer, storm sewer,
water, and sidewalks; and

WHEREAS, the DEVELOPER and VILLAGE desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the VILLAGE, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as required by the VILLAGE Engineer, without cost to the VILLAGE; and

WHEREAS, this agreement is necessary to implement the VILLAGE zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the VILLAGE Plan Commission and VILLAGE Board, conditions of certain agencies and individuals in the County, all VILLAGE ordinances and all laws and regulations governing said development; and

WHEREAS, the Plan Commission of the VILLAGE of Sussex has given conditional Preliminary Plat approval to the development, as shown on the document marked "Preliminary Plat" as **EXHIBIT C** and on file in the VILLAGE Clerk's office, conditioned in part upon the DEVELOPER and the VILLAGE entering into a DEVELOPER's Agreement, as well as other conditions as approved by the VILLAGE Board; and

WHEREAS, the DEVELOPER will soon be seeking from the Plan Commission and VILLAGE Board of the VILLAGE of Sussex Final Plat approval upon completion of the required improvements for the development as shown in **EXHIBIT D**, which shall be attached as approved, if it is.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise regulated by VILLAGE ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. **PUBLIC STREETS, SIDEWALKS, AND PATHS:** The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all public street and sidewalk plans are in conformance with all federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof from the VILLAGE Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets and sidewalks in accordance with the Preliminary Plat, approved development plan of said subdivision, or Final Plat as the case may be and the plans and specifications on file in the VILLAGE Clerk's office.
3. Construction of the public streets and sidewalks providing access to and fronting a specific Lot will be completed, presented and accepted by the VILLAGE Board through the first lift of asphalt before any building permits are issued for said Lot.
4. The first lift of asphalt on the public streets and the sidewalk for the Development shall be completed and presented to the VILLAGE Board no later than November 1, 2017, or as extended by the VILLAGE Board.
5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but the goal is to attempt to wait for 85% of the homes to reach occupancy prior to the placement of the final lift, but in no event later than 2 winter seasons. Notwithstanding the foregoing, the VILLAGE Board may require placement of the final lift at an earlier date if it determines in its discretion that it is necessary or appropriate to do so.
6. The DEVELOPER shall maintain public streets, sidewalks, and paths, including snowplowing, unless otherwise approved by the VILLAGE Administrator, until accepted by resolution by the VILLAGE Board. Once the first lift of asphalt is established VILLAGE will provide snowplowing service for the

public roadways and DEVELOPER shall pay VILLAGE at a rate of \$250 per hour for said plowing service to ensure the roadway is open and safe for public and emergency access until the roadway is accepted by resolution by the VILLAGE Board. The VILLAGE shall provide snow plowing service in a manner consistent with that of the rest of the Village and shall in no way be responsible to DEVELOPER for any damage caused to infrastructure by snow plow operations. The DEVELOPER shall properly ramp any manholes prior to November 1 of each year to ensure safe snow plow operations. The rate per hour for snow plowing shall remain the same through January 1, 2018 and shall increase 3% annually each year thereafter. During construction sidewalks shall be blocked and labeled with signage saying "closed during construction." Sidewalks shall be maintained by the DEVELOPER once the first home occupancy is granted within the area designated for sidewalk.

7. The DEVELOPER shall furnish "as-built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Said "as-builts" shall be on reproducible Mylar and digital file, and shall include data as set forth in the VILLAGE Development Requirements.

8. Contractors working on the development or on individual buildings are required to clean up all mud, dirt, stone or debris on the streets, sidewalks, and paths no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the VILLAGE Board. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, sidewalk, and path, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets, sidewalk, and path within twenty-four (24) hours after receiving a notice from the VILLAGE. If said mud, dirt, stone or debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the VILLAGE.

9. An Easement, attached as **Exhibit E**, hereinafter known as the "Sidewalk Easement" shall be established over the public sidewalks to the maximum extent of 10 feet off of the edge of the sidewalk towards the Lot where said area falls outside of the proposed right-of-way area to ensure the VILLAGE is able to repair and maintain the sidewalk.

10. DEVELOPER is permitted to have a roadway width of 33' back of curb to back of curb for the DEVELOPMENT. Said roadway width is narrower than the Village standard width of 35' back of curb to back of curb. DEVELOPER shall provide the normal 60' right of way for all proposed local roadways, except in the boulevard section. The pavement width may be less than 33' in each direction and the right of way larger than 60' where the boulevard section occurs per the preliminary plat. Said narrowed roadway enhances the DEVELOPMENT, providing for more greenspace for the subject lands and creates a better atmosphere for the development along with providing cost reductions, which benefit the DEVELOPER. The narrowed roadways shall require parking to be allowed on one side of the street only, which the VILLAGE shall establish on the roads.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and VILLAGE of Sussex specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans.

2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the VILLAGE Clerk's office and all applicable Federal, State and VILLAGE of Sussex ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the VILLAGE of Sussex and as approved by the VILLAGE Engineer.

3. To clean all sanitary sewers in the SUBJECT LANDS prior to acceptance of the improvements and issuance of building permits by the VILLAGE of Sussex.

4. To furnish "as-built" plans of the sanitary sewage system for the SUBJECT LANDS, including locations of laterals to lot lines, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of building permits.

5. To televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the VILLAGE Engineer, supply the video tape to the VILLAGE of Sussex, and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the VILLAGE.

6. That no building permits shall be issued until the sanitary sewer system for of the SUBJECT LANDS has been dedicated to and accepted by the VILLAGE.

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and VILLAGE of Sussex specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans.

2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the VILLAGE Clerk's office and all applicable Federal, State and VILLAGE of Sussex ordinances, specifications, regulations and guidelines for the construction of water systems in the VILLAGE of Sussex and as approved by the VILLAGE Engineer.

3. The DEVELOPER shall furnish "as-built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Subject to intellectual property rights, said "as built" plans shall be on reproducible Mylar and digital file, and shall include field locations of hydrant valves and curb stops, if any.

4. That no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the VILLAGE. The VILLAGE may require that parts or all of the water system for the SUBJECT LANDS be installed, dedicated, and approved prior to the issuance of any building permits for any phase to ensure that the system will function properly.

5. In conjunction with the final lift of asphalt in each phase the Hydrants shall be sandblasted and repainted at DEVELOPER's cost to address any damage done to the paint of the Hydrant by DEVELOPMENT and Home construction.

D. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and written proof that the VILLAGE Engineer, DNR, and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, have reviewed and approved said plans.
2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and where appropriate from adjacent property, in accordance with all plans and specifications on file in the VILLAGE Clerk's office, and all applicable federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the VILLAGE Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, including where necessary as determined by the VILLAGE Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/ detention basins.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the VILLAGE before any building permits are issued.
4. To maintain roads free from mud and dirt from construction of the development.
5. The VILLAGE Board will not accept the surface and storm water drainage system until the entire system serving a given phase is installed and landscaped in accordance with plans and specifications to the satisfaction of the VILLAGE Engineer.
6. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the VILLAGE Board.
7. The VILLAGE retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the VILLAGE Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development or impacts the surrounding area.

8. The DEVELOPER shall establish the stormwater facilities within outlots that the Village shall have the right, to maintain according to a Stormwater Facility Maintenance Agreement, attached herein as **EXHIBIT F** and hereinafter known as the "SFMA". The SFMA shall state that the VILLAGE shall agree to maintain the stormwater management facilities in the Development except for specific annual maintenance activities such as grass mowing, etc.; which shall be spelled out in the SFMA. DEVELOPER shall provide the necessary easement hereinafter known as the "2017 Stormwater Easement" and attached herein as **EXHIBIT F-1** for any stormwater facilities that are located outside of the right-of-way or have the necessary maintenance zone outside of the right-of-way, which shall also be addressed in depictions and in language on the Plat.

9. To furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of building permits.

E. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the VILLAGE Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, and the Army Corps of Engineers, if applicable, have approved said plans.

2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the VILLAGE Engineer, the Waukesha County Department of Park and Land Use, Land Resources Division, and Army Corps of Engineers, if applicable.

3. All disturbed areas shall be restored to the satisfaction of the VILLAGE Engineer within seven (7) days of disturbance. Any cash or letter of credit posted

with the VILLAGE will not be released until the VILLAGE Engineer is satisfied that no further erosion measures are required.

F. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, paths and trails by use of sound conservation practices as specified in the Tree Mitigation Plan and Landscape Plan attached herein as **(EXHIBIT G and G-1)**. The DEVELOPER is meeting the Tree Mitigation Plan standard by donating to the VILLAGE a significant portion equaling **approximately 18** acres of largely forested land on the SUBJECT LANDS to attach to the VILLAGE park system. The land donation exceeds \$100,000 in value, which would be the tree mitigation standard and said donation is to allow the tree preservation standard to be met, but does not relate or allow DEVELOPER to meet the Park Impact Fee Ordinance.
2. The DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the VILLAGE Engineer prior to the issuance of any building permits.
4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the VILLAGE staff prior to the issuance of building permits.
5. The VILLAGE has the right to trim and remove any features which would interfere with safe operation and maintenance of the VILLAGE right-of-ways and drainage ways.
6. The DEVELOPER shall establish any landscape area within the right of ways and those areas shall be depicted with proper easement and maintenance requirements on the Plat so that the homeowners association has the obligation to maintain those areas in perpetuity.

7. The DEVELOPER shall establish Street Trees per the Street Tree Plan attached as **Exhibit G-2**. The Street Trees shall be established only within the appropriate times per year as listed on the plan and the trees shall not be installed until construction activity is completed in the area as determined by the VILLAGE to avoid damage from construction. Street Trees shall be maintained by the DEVELOPER until the warranty period ends for said STREET Trees unless otherwise approved by the VILLAGE Board.

8. The DEVELOPER shall establish the necessary easements attached as **Exhibit G-3** for any landscape and or monument sign areas within the right of ways to require the homeowners association to maintain those areas.

H. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:

1. Street signs, traffic control signs, culverts, posts and guard rails as required by the VILLAGE shall be obtained and placed by the VILLAGE, or by the DEVELOPER with approval of the VILLAGE, and the cost thereof shall be paid by the DEVELOPER.

2. All traffic control signs and street signs, as required by the VILLAGE will be installed by the VILLAGE at the cost of DEVELOPER within fifteen (15) working days of the placement of the first lift of asphalt.

I. STREET LIGHTS: The DEVELOPER hereby agrees to install a street lighting system in the development according to a plan prepared by We Energies and on file with the VILLAGE Clerk and approved by the VILLAGE of Sussex prior to issuance of building permits unless waived by VILLAGE Staff. The Lighting Plan shall be **EXHIBIT H**, which shall be attached to this agreement prior to the approval of the Final Plat of Phase 1.

J. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are

necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the VILLAGE may cause such work to be carried out and shall charge against the financial guarantee held by the VILLAGE pursuant to this agreement.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Sections I above shall be completed by the DEVELOPER, in total within twelve (12) months of the date of this Agreement being signed except as otherwise provided for in this Agreement or extended by Village Board approval.

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the VILLAGE. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the VILLAGE Board. The two-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the two-year guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the VILLAGE, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the VILLAGE, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the

VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the VILLAGE Board. All improvements will be accepted by the VILLAGE Board by separate resolution at such time as such improvements are in acceptable form and according to the VILLAGE specifications. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the VILLAGE, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the VILLAGE as set forth herein, the same shall be accepted by the VILLAGE Board if said improvements have been completed as required by this agreement and as required by all federal, state, county or VILLAGE guidelines, specifications, regulations, laws and ordinances and approved by the VILLAGE Engineer.

SECTION VI. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the VILLAGE or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of two years from the date of Final Acceptance by providing the VILLAGE with cash or a letter of credit in a form acceptable to the VILLAGE

Attorney in an aggregate amount of 10 percent of the total costs of the improvements. The DEVELOPER shall pay for any damages to VILLAGE property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the VILLAGE might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to VILLAGE property and/or improvements, and the VILLAGE is required to draw against the cash or letter of credit on file with the VILLAGE, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all improvements.

B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the VILLAGE Board at the expiration of the guarantee period.

C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the VILLAGE Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the VILLAGE of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the VILLAGE in the aforementioned notification, after notice has been sent as provided herein, the VILLAGE Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the VILLAGE Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the VILLAGE Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by

the VILLAGE Board. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the VILLAGE Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the VILLAGE Board. Should the DEVELOPER fail to meet this requirement, the VILLAGE Board will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.

3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches, storm sewers, and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the VILLAGE Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION VIII. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

Except as otherwise provided herein, The VILLAGE shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the VILLAGE Administrator, on any improvements until accepted by the VILLAGE Board.

SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT:

If a DEVELOPER proceeds with the installation of public improvements or other work on the site prior to approval of the Final Plat, it proceeds at its own risk as to whether or not the Final Plat will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site, shall notify the VILLAGE of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on site, prior to approval of the Final Plat. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the VILLAGE Engineer.

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the VILLAGE Board, the DEVELOPER shall file with the VILLAGE cash or a letter of credit (**EXHIBIT I**) setting forth terms and conditions in a form approved by the VILLAGE Attorney in the amount as approved by the VILLAGE Engineer as a guarantee that the DEVELOPER will perform all terms of this agreement no later than one year from the signing of this agreement except as otherwise set forth in this agreement. If at any time:

- A. The DEVELOPER is in default of any aspect of this agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this agreement unless otherwise extended by this agreement or by action of the VILLAGE Board, or
- C. The letter of credit on file with the VILLAGE is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by VILLAGE Engineer, and in a form approved by the VILLAGE Attorney, to pay the costs of improvements in the development, the DEVELOPER shall be deemed in violation of this agreement and the VILLAGE Board shall have the authority to draw upon the letter of credit.

The amount of the letter of credit may be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed and paid for, provided that the remaining letter of credit is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the VILLAGE Administrator.

The lending institution providing the irrevocable letter of credit shall pay to the VILLAGE Board all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to do so, in whole or in part, the VILLAGE shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no building or occupancy permits shall be issued for any homes, including model homes, until the VILLAGE Engineer has determined that:

- A. The installation of the first lift of asphalt of the public street(s) providing access to and fronting a specific building for which a building permit is requested has been completed and accepted by the VILLAGE Board.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the VILLAGE Board.
- C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the VILLAGE Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the VILLAGE Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the VILLAGE, filed with the VILLAGE Clerk and recorded with the Register of Deeds.

G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish including buildings and unwanted items are removed from the development and disposed of lawfully.

H. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the VILLAGE Engineer.

I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures (unless waived by the VILLAGE Administrator), the sanitary sewer system, and the water system.

J. The DEVELOPER is not in default of any aspect of this agreement.

K. There is no default of any aspect of this agreement as determined by the VILLAGE Administrator.

L. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the VILLAGE Staff prior to the issuance of building permits.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS:

The VILLAGE reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this agreement.

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT.

Developer shall grant a vacant lot maintenance easement to the VILLAGE, in a form that is subject to the approval of the VILLAGE Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the VILLAGE the right (but not the obligation) to enter upon any vacant lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the VILLAGE of Sussex Municipal Code, including but not limited Chapter 10, entitled "Public Nuisance", and Chapter 11, entitled "Health and Sanitation", including Section 11.07 entitled "Property Maintenance Code". A vacant lot shall include any Lot that does not have an occupied principal structure that is used for residential purposes at the time

of inspection, repair or restoration. All costs incurred by the VILLAGE in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the VILLAGE.

SECTION XIV. PROMOTION OF ARCHITECTURAL UNIQUENESS.

The parties intend that all homes in the Subject Land shall be owned, occupied and used for residential purposes. The parties further intend that there shall be architectural uniqueness to the neighborhood between buildings. Therefore, no two identical buildings may be constructed directly adjacent to one another or directly across the street from one another. No more than 7 homes per any phase of development shall be of the same design model as determined by the VILLAGE.

SECTION XV. MISCELLANEOUS REQUIREMENTS

The DEVELOPER shall:

A. EASEMENTS:

Provide any easements including vision easements on SUBJECT LANDS deemed necessary by the VILLAGE Engineer before the Final Plat(s) are signed or on the Final Plat(s) and such easements shall be along lot lines if at all possible.

B. TREE PLANTING:

Tree planting shall follow the plan approved by the VILLAGE and attached hereto as **Exhibit G-1 through G-3.**

C. MANNER OF PERFORMANCE:

Cause all construction called for by this agreement to be carried out and performed in a good and workmanlike manner.

D. SURVEY MONUMENTS:

Properly place and install any Lot, block or other monuments required by State Statute, VILLAGE Ordinance or the VILLAGE Engineer.

E. HOME-OWNERS ASSOCIATION DECLARATION:

Execute and record a HOME-OWNERS ASSOCIATION Declaration, which may be embodied in the Deed Restrictions in a form that is subject to the approval of the VILLAGE Board and VILLAGE Attorney, and provide proof of recording prior to sale of Lots for the SUBJECT LANDS.

F. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the VILLAGE Board and VILLAGE Attorney, and provide proof of recording prior to sale of Lots for the SUBJECT LANDS. The Deed Restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities in accordance with the "Owners Maintenance Requirements: Stormwater Management Systems Detention/Retention Ponds and Grass Swales" specifications on file with the Village of Sussex, dated July, 2002, including such amendments as may be made thereto from time to time by the Village Engineer. The deed restrictions shall also contain the following language:

"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the VILLAGE Engineer on file in the office of the VILLAGE Clerk. The DEVELOPER and/or the VILLAGE and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same."

The DEVELOPER shall also have language in the restriction that obligates the Association to maintain the landscaping islands being placed in the right of ways and any other landscaping features in or along the right of way. The VILLAGE shall have the right, but not the obligation, to maintain the landscaping and charge the Homeowner's Association if the Association fails in the Village's sole determination to adequately maintain the landscaping areas.

G. GRADES:

Prior to the issuance of a building permit for a specific Lot, the DEVELOPER or their agent shall furnish to the Building Inspector of the VILLAGE a copy of the stake out survey showing the street grade in front of the Lot, the finished yard grade, the grade of all four corners of the building, and the building corner grades of the adjacent buildings where applicable, as existing and as proposed.

H. RESERVE CAPACITY ASSESSMENTS - SANITARY SEWER:

As provided in the VILLAGE Land Division Ordinance, the DEVELOPER agrees to pay a reserve capacity assessment to be used for the costs of reserve capacity created by the VILLAGE in the VILLAGE's sanitary sewerage collection and treatment facilities for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be in an amount established by the VILLAGE's Land Division Ordinance and including annual increases.

The DEVELOPER hereby waives, pursuant to Section 66.0703(7) (b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein.

The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of special assessment levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property. In addition, the DEVELOPER waives its right under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

I. RESERVE CAPACITY ASSESSMENTS - WATER:

The DEVELOPER agrees to pay a reserve capacity assessment as required in Section 22.23(2) (b) and other relevant sections of the VILLAGE Code, to be used for the costs of reserve capacity created by the VILLAGE in the VILLAGE's water system for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be an amount established in the VILLAGE's Land Division Ordinance and is subject to annual increases.

The DEVELOPER hereby waives, pursuant to Section 66.0703(7) (b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein. The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of the special assessments levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property.

In addition, the DEVELOPER waives its rights under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

J. UNDERGROUND UTILITIES:

Install all existing and proposed electrical, telephone, cable and gas utilities underground. Coordination of installation and burial and all costs shall be the responsibility of the DEVELOPER.

K. PERMITS:

Provide and submit to the VILLAGE requesting the same, valid copies of any and all governmental agency permits.

L. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the VILLAGE Engineer.

M. DIGGERS HOTLINE.

Developer shall become a member of Diggers Hotline and provide evidence of such membership to the VILLAGE Clerk before commencement of any land disturbing activities on the Subject Lands. Developer shall maintain said membership until all subsurface Improvements required under Section I have received final acceptance from the VILLAGE as provided in Section III.

N. PREVAILING WAGE RATES AND HOURS OF LABOR:

If any aspect of the development involves a project of public works that is regulated by Wisconsin Statutes Section 66.0903 then: (1) The Developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The Developer shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) The Developer shall fully comply with the reporting obligations, and all other requirements of such laws; and (4) The Developer shall ensure that the Developer's subcontractors also fully comply with such laws. The Developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903, for any work arising out of this agreement.

O. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

P. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and accepted by the VILLAGE Board. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER'S and/or subject property owner's expense.

Q. DUTY TO CLEAN ROADWAYS:

The DEVELOPER shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The DEVELOPER shall clean the roadways within forty-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said mud, dirt and stone is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's expense. The VILLAGE will do its best to enforce existing ordinances that require builders to clean up their mud from construction.

R. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

S. IMPACT FEES.

DEVELOPER and VILLAGE acknowledge that the VILLAGE has caused a needs assessment study to be performed pursuant to Wis. Stat. 66.55 and that the VILLAGE has enacted an ordinance (18.10065) that imposes impact fees pertaining to the VILLAGE's parks, playgrounds and land for athletic fields, and that imposes impact fees pertaining to the VILLAGE's Library. The DEVELOPER acknowledges and agrees that the ultimate occupants of the Lots on the SUBJECT LANDS will likely utilize the Village's parks, playgrounds, and athletic fields, and

Library and that the impact fees imposed by VILLAGE Ordinances are necessary to pay for the capital costs of the facilities described in this section in order to accommodate land development. These Fee(s) shall be paid prior to the release of the BUILDING PERMIT. The donation of land for this DEVELOPMENT was in respect to meeting the Tree Preservation and Mitigation Standards and DEVELOPER agrees that payment of the Park Impact Fee for all lots in the DEVELOPMENT is appropriate and correct.

T. ZONING CODE:

The DEVELOPER acknowledges that the lands to be developed are subject to the VILLAGE of Sussex Zoning Code.

U. NO AGRICULTURE USE.

The DEVELOPER shall not permit any open space or undeveloped lands within an area with a Final Plat to be used for any agricultural uses as defined in Tax 18 of the Wisconsin Administrative Code.

SECTION XVI. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the VILLAGE in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. VILLAGE employee costs shall be based on regular VILLAGE pay rates (or Engineering and administrative overtime, if applicable) plus 60% on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any costs for outside consultants shall be charged at the rate the consultant charges the VILLAGE. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the VILLAGE pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XVII. METHOD OF IMPROVEMENT.

Developer hereby agrees to engage contractors for all work performed by the DEVELOPER under this agreement who are qualified to perform the work. Developer further agrees to use materials and make the various installations in accordance with the approved plans and specifications, which are made part of this agreement by reference and including those standard specifications as the Village Board or its Commissions may have adopted and published prior to this date.

SECTION XVIII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. The DEVELOPER shall also name as additional insured on its general liability insurance the VILLAGE, its officers, agents, employees and any independent contractors hired by the VILLAGE to perform services as to this development and give the VILLAGE evidence of the same upon request by the VILLAGE.

SECTION XIX. VILLAGE RESPONSIBILITY:

A. The VILLAGE agrees to pay for the following oversizing costs, if it is determined by the VILLAGE that the oversizing is necessary. The oversizing costs shall be calculated by viewing bids for similar improvements to determine the cost differences between the stated sizes. The VILLAGE reserves the right to determine the bid amounts to be used in this calculation.

1 Cost of increasing the size of the water main from eight inches to a larger size, including the cost of larger valves.

2 Cost of increasing the size of the sewer main from eight inches to a larger size.

3. The VILLAGE agrees to allow the DEVELOPER to connect to the VILLAGE of Sussex's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the VILLAGE of Sussex and the appropriate approvals have been granted for such service from all Federal, State, SEWRPC, and local governments and agencies.

SECTION XX. INSURANCE:

The DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT LANDS in the performance of this agreement shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the VILLAGE.

SECTION XXI. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the VILLAGE President of the VILLAGE Board, and/or the VILLAGE Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XXII. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the VILLAGE Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XXIII. ZONING:

The VILLAGE does not guarantee or warrant that the SUBJECT LANDS will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XXIV. COMPLIANCE WITH CODES AND STATUTES:

The DEVELOPER shall comply with all current and future applicable codes of the VILLAGE, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the VILLAGE, County, State or federal government.

SECTION XXVI. PRELIMINARY PLAT, FINAL PLAT, AND REZONING CONDITIONS:

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional Preliminary Plat approval and a conditional rezoning ordinance by the VILLAGE. The DEVELOPER also acknowledges that if the development is to proceed the SUBJECT LANDS will also be subject to a conditional Final Plat approval, if it is approved. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional Preliminary Plat approval for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT C**, and the conditional rezoning ordinance for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT B**. At such time as the Final Plat is approved, if it is, the conditional Final Plat approval shall be attached hereto and incorporated herein as **EXHIBIT D**. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

SECTION XXVII. PHASING OF DEVELOPMENT:

In that the DEVELOPER has voluntarily agreed to plat the subject land in two phases and has further agreed to submit along with the Final Plat of the first phase a phasing plan for the entire development, which shall be in substantial conformity with the phasing plan (**EXHIBIT J**) prepared and discussed by the Plan Commission for the VILLAGE of Sussex and shall be subject to review and must be specifically approved by the VILLAGE Board, Section 236.11(b), Wisconsin Statutes, which requires Final Plats to be filed within thirty-six (36) months of the date of approval of the Preliminary Plat is hereby waived by the VILLAGE provided the DEVELOPER complies with the approved phasing plan and further provided that the Final Plat of each phase complies substantially with the Preliminary Plat, as provided in Section 236.11(b), Wisconsin Statutes.

SECTION XXVIII. AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the VILLAGE'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any Lot or any interest in any Lot or parcel of land in the SUBJECT LANDS.

SECTION XXIX. ASSIGNMENT:

The DEVELOPER shall not assign this agreement without the written consent of the VILLAGE. If required by the VILLAGE, the assignee must agree to all terms and conditions of this document in writing.

SECTION XXX. PARTIES BOUND:

The DEVELOPER or its assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the development.

SECTION XXXI. HEIRS & ASSIGNS:

This agreement is binding upon the DEVELOPER, owners, their successors and assigns, and any and all future owners of the SUBJECT LANDS (the "Successors") This section allows for VILLAGE enforcement of the terms and conditions of this Agreement against all such Successors. This section does not, however, grant rights to such Successors absent VILLAGE written consent, as described in Section XXIX.

SECTION XXXII. SURVIVAL.

All agreements, representations, or warranties made herein shall survive the execution of this Agreement, performance of this Agreement, and the making of the grants hereunder. This Agreement shall be binding upon the Parties their respective heirs, personal representatives, executors, or successors and assigns.

SECTION XXXIII. OWNERSHIP OF SUBJECT LANDS.

DEVELOPER warrants and represents that, as of the date of this Agreement it has title to the Property.

SECTION XXXIV. PARAGRAPH HEADINGS.

The paragraph headings in this Agreement are inserted for convenience only and are not intended to be part of, or to affect, the meaning or interpretation of this Agreement.

SECTION XXXV. INCORPORATION OF RECITALS.

The recitals to this Agreement are hereby incorporated by reference and made a part of Agreement, and are intended to affect the meaning and/or interpretation of this Agreement.

SECTION XXXVI. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION XXXVI. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding and agreement between the parties. In the event of a conflict between this Agreement and the Village Code of Ordinances or any other enabling code, law or regulation in effect at the time of this Agreement or thereafter, the terms and conditions of the Village Code of Ordinances in effect at the time of the acceptance by DEVELOPER shall be controlling. If this Agreement is silent with respect to any specific issue, the Village Code of Ordinances and any applicable federal and state statutes shall govern.

SECTION XVII. RECORDING OF AGREEMENT.

This Agreement, or a Memorandum thereof, shall be recorded with the Register of Deeds for Waukesha County.

SECTION XVIII. AMENDMENTS:

The VILLAGE and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the VILLAGE Board.

IN WITNESS WHEREOF, the DEVELOPER and the VILLAGE have caused this agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

_____.

By: _____

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2016,
the above named _____, Authorized Signatory of
_____ the foregoing instrument and acknowledged
the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN

VILLAGE President

VILLAGE Clerk-Treasurer

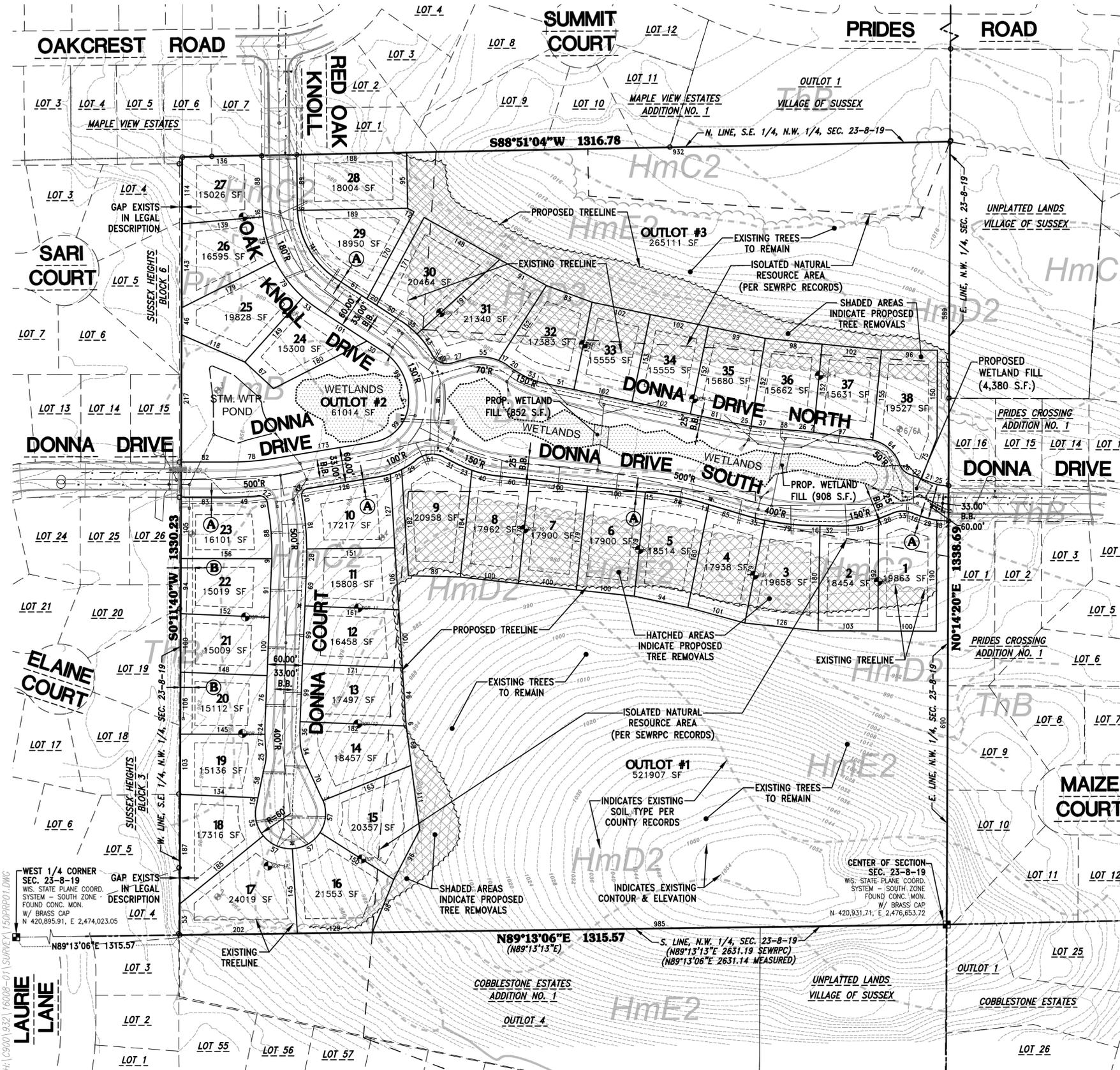
STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2016, the above-named Greg Goetz, VILLAGE President, and Casen J. Griffiths, VILLAGE Clerk-Treasurer, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VILLAGE President and VILLAGE Clerk-Treasurer of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the VILLAGE Board from their meeting on the _____ day of _____, 2016.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

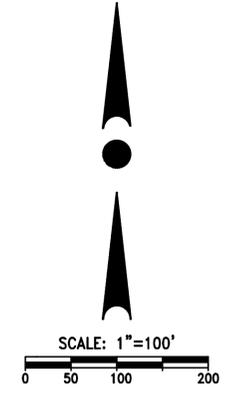
PRELIMINARY PLAT OF ANCIENT OAKS OF SUSSEX SUBDIVISION

BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 8 NORTH, RANGE 19 EAST,
IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.



EASEMENT LEGEND:

- (A) 11' WIDE SIDEWALK EASEMENT
- (B) 20' WIDE PUBLIC STORM SEWER AND DRAINAGE EASEMENT



DEVELOPMENT SUMMARY:

1. Tax Key No. SUXV0234999001
2. Subdivision contains approximately 40.3122 Acres.
3. Subdivision contains 38 Lots and 3 Outlots.
4. All lots to be served by Sanitary Sewer and Watermain.
5. Public Roads to have Concrete Curb and Gutter, Asphalt Pavement with Storm Sewer.
6. All lots to have Underground Telephone, Electric, and Gas Service.
7. Zoning = RS-3 Single Family Residential District
8. Stormwater Management Facilities are located on Outlot 2 of this Subdivision. Outlot 2 shall be owned and maintained by the Village of Sussex.
9. Outlot 1 and Outlot 3 shall be transferred to the Village of Sussex.

BASEMENT RESTRICTION FOR GROUNDWATER:

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

WETLAND DELINEATION NOTE:

Wetland boundaries shown hereon were field delineated by Stantec Consulting, Inc. on October 19, 2015. Digital files of located boundary were provided to Trio Engineering in GIS format.

ISOLATED NATURAL RESOURCE AREA

Isolated Natural Resource Area boundaries shown hereon are per SEWRPC records.

HORIZONTAL DATUM PLANE:

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 N.W. 1/4 of Section 23, Town 8 North, Range 19 East, bears North 89°13'06" East.

VERTICAL DATUM PLANE:

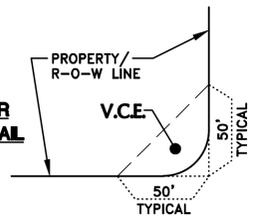
All elevations are referenced to the National Geodetic Vertical Datum of 1929. Topography shown herein was provided by TDI Associates, Inc. Portions of topography are per Waukesha County GIS digital records. Adjacent roadways and intermittent grades throughout the property were field verified by Trio Engineering, LLC.

AGENCIES HAVING THE AUTHORITY TO OBJECT:

- State of Wisconsin, Department of Administration
- Waukesha County, Department of Parks and Land Use

APPROVING AUTHORITY:

- Village of Sussex



VISION CORNER EASEMENT: (V.C.E.)
Corner lots & outlots are herein subject to a Vision Corner Easement in that nothing may be grown, stored or erected to a height more than two feet above ground surface.

DEVELOPMENT SUMMARY

TOTAL LOT AREA:	40.31 acres
WETLAND AREA:	1.142 acres
PROPOSED WETLAND FILL:	0.141 acres (6,140 s.f.)
PROPOSED DEVELOPMENT:	38 lots & 3 Outlots
DENSITY:	0.94 lots/acre
PROPOSED OPEN SPACE:	19.47 acres (48.3%)
(Outlots 1, 2 & 3)	
DONNA DRIVE BOULEVARD OPEN SPACE:	1.64 acres (4.1%)
ZONING: RS-3 SINGLE FAMILY RESIDENTIAL DISTRICT	
SETBACKS:	
FRONT YARD:	30 FEET
SIDE YARD:	15 FEET
REAR YARD:	25 FEET
STREETS:	
PUBLIC STREET WIDTH:	33 feet (back of curb width)
BOULEVARD DRIVE WIDTH:	25 feet (back of curb width)

LEGEND

(Symbol)	INDICATES SOIL BORING LOCATION
(Symbol)	INDICATES PROPOSED FIRE HYDRANT
(Symbol)	INDICATES EXISTING WATERMAIN
(Symbol)	INDICATES PROPOSED WATERMAIN
(Symbol)	INDICATES EXISTING SANITARY SEWER
(Symbol)	INDICATES PROPOSED SANITARY SEWER
(Symbol)	INDICATES EXISTING STORM SEWER
(Symbol)	INDICATES PROPOSED STORM SEWER
(Symbol)	INDICATES EXISTING CONTOUR

DEVELOPER:
CARITY LAND CORPORATION
12720 W. NORTH AVENUE
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 785-1968
FAX: (262) 785-1949

ENGINEER / SURVEYOR:
TRIO ENGINEERING, LLC
12660 W. NORTH AVENUE, BLDG D
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481

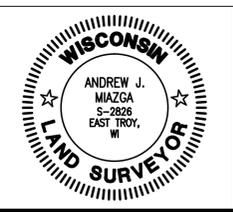
SURVEYOR'S CERTIFICATE:

I hereby certify that this preliminary plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the subdivision and platting code of the Village of Sussex.

Date: 09-30-16 REVISED: 11-09-16



Andrew J. Miazga, R.L.S.
Surveyor Registration Number S-2826
TRIO ENGINEERING, LLC
12660 W. North Avenue, Building D
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481



PROJECT:
ANCIENT OAKS SUBDIVISION
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF SUSSEX, WISCONSIN
BY: CARITY LAND CORPORATION
12720 W. NORTH AVENUE
BROOKFIELD, WISCONSIN 53005

REVISION HISTORY

DATE	DESCRIPTION
11/09/16	PER VILLAGE COMMENTS

DATE:
SEPTEMBER 30, 2016

JOB NUMBER:
16008

DESCRIPTION:
PRELIMINARY PLAT

SHEET

1 OF 1

H:\C9001\9321\16008-01\1509PR01.DWG

**Villas Of Brandon Oakes
Homeowners Association
Board Of Directors**



August 15, 2016

Jeremy Smith
Village Administrator
Village of Sussex

Dear Jeremy,

On behalf of the Board of Directors for the Villas of Brandon Oakes Homeowners Association (The Villas), I would like to request members of our board being on the agenda of the Village Public Works Committee to discuss the maintenance of the village sewer and water segments located within The Villas.

Villas at Brandon Oakes poses a unique situation within the village. The sewer and water infrastructure serving our subdivision are integral segments within the overall village system, yet are considered privately owned by the village administration. This situation poses some potential ongoing issues.

Administratively, The Villas board of directors consists of five volunteers elected on a rotating two year term basis. Financial record keeping and some contracts administration is performed by a management company that serves many area condominium associations.

The resulting administrative structure provides no consistent expertise within the board or the management firm regarding maintenance of sewer or water infrastructure. This presents an issue with identifying the need to perform proper maintenance of the system.

Secondly, when concerns arise about sewer or water maintenance, it is frequently unclear to members of the board at that time as to who is responsible for needed maintenance. The board has to review easement documents, adopted at differing points in times during development of the subdivision, in an attempt to determine if The Villas or the village should be responsible to rectify a possible problem. These easement documents can be confusing and seemingly contradictory.

With the above situation, there is a danger that needed maintenance may or may not be performed due to lack of guidelines or experienced staff. If The Villas is unaware of needed maintenance it poses a risk to both the association and the village infrastructure. Likewise, if The Villas does attempt maintenance with an outside firm, it may not be performed to village standards.

Since some maintenance is already performed by the village, such as routine hydrant flushing by the village water department, it might be beneficial to discuss options for having the village manage needed maintenance of sewer and water equipment. At the

same time it would be beneficial to prepare a clarifying agreement of infrastructure responsibilities for future reference .

Please advise me of a possible time to meet with the committee.

Roger Johnson

Roger Johnson

Association Secretary