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AGENDA
PUBLIC WORKS COMMITTEE
VILLAGE OF SUSSEX
6:00 P.M. TUESDAY, JUNE 7, 2016
SUSSEX VILLAGE HALL – LOWER LEVEL

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 May 3, 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. 2015 CMAR Resolution
   B. Agreement for Design and Bidding of Radium Treatment
   C. Spring Creek Daylighting DNR Stormwater Grant Amendment #2

6. Consideration and possible action on Sidewalk and Street Items:
   A. Easement for new gas main on Main Street.

7. Consideration and possible action on Other Public Works Items:
   A. Offer to purchase Village street lights.

8. Staff report, update and issues, and possible action regarding subdivision, developments, and projects:
   A. Engineer's Report
   B. Covenant Update for Village Estates

9. Other discussion for future agenda topics

10. Adjournment.

Tim Dietrich
Chairperson

_____

Melissa Weiss
Asst. 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.

Agenda

VILLAGE OF SUSSEX
SUSSEX, WISCONSIN

Minutes of the Public Works Committee meeting held on May 3, 2016.

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

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

Members excused: None

Staff present: Administrator Jeremy Smith, Asst. Administrator Melissa Weiss, Administrative Services Director, Casey Griffiths and Utilities Foreman Jon Bauman

Others present: Trustees Pat Tetzlaff, Matt Carran and Wendy Stallings, President Greg Goetz, Bill Wiesneski, and Kelly Smith.

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

A motion by Vodicka seconded by Zarzynski, to approve the minutes of the April 5, 2016 Public Works Committee meeting, as presented. Motion carried.

Comments from citizens present and correspondence/communications received from citizens:
There was no one present who wished to be heard.

Consideration and possible action on bills for payment:
A motion by Zarzynski, seconded by Uecker, to recommend that the Village Board approve the Public Works bills for payment in the amount of $978,663.79 as presented. Motion carried.

Consideration and possible action on Utility Items:
A motion by Dietrich, seconded by Vodicka, to recommend that the Village Board approve the purchase of two tank loads of SorbX for a pilot study for phosphorus removal as a total cost of $41,000.
Motion carried.

Consideration and possible action Sidewalk and Street Items:
A motion by Vodicka, seconded by Zarzynski, to recommend that the Village Board approve the quote from Crack Filling Services Corp for $22,000 to complete crack sealing. Motion carried.

Other Public Works Items:
None

Engineer's Report.
Ms. Weiss presented the engineer's report.

Other discussion for future agenda topics:
Vodicka noted the low turnout for the weekly public Main Street reconstruction meetings may be due to the time at which the meetings were held. Ms. Weiss noted that the meetings were in the afternoon to allow for business owners in the construction area to attend and that staff is more than happy to meet with residents after hours.

A motion by Vodicka, seconded by Uecker to adjourn the Public Works Committee meeting at 6:17 p.m.
Motion carried.

Respectfully submitted,

Casey Griffiths
Administrative Services Director

Agenda

VILLAGE OF SUSSEX				
PUBLIC WORKS COMMITTEE				
BILLS FOR PAYMENT				
6/7/2016				
VENDOR	AMOUNT		%COMPLETED	NOTES
ADVANTAGE PURCHASING, LLC	$ 229,071.00	VOS CIVIC CAMPUS - MATERIALS	52%	
KAHLER SLATER	$ 13,198.58	VOS CIVIC CAMPUS-PROF. SERV. 4/3-30/2016	92%	
KAHLER SLATER	$ 1,431.00	SITE LIGHTING COORDINATION CIVIC CAMPUS/ST	100%	
MIRON CONSTRUCTION CO., INC.	$ 680,009.05	VOS CIVIC CAMPUS	47%	
R.A. SMITH NATIONAL	$ 36,279.26	MAIN STREET RECONSTRUCTION - PHASE I-PROF. SERV. 4/1-30/2016	12%	
RUEKERT-MIELKE	$ 7,065.00	2016 GIS ANNUAL SERVICES-PROF. SERV. 3/19-4/15/2016	100%	
RUEKERT-MIELKE	$ 120.00	2016 GIS ANNUAL SERVICES-PROF. SERV. 3/19-4/15/2016	100%	
RUEKERT-MIELKE	$ 422.81	PHOSPHORUS OPER. & EVAL. REPT. - PROF. SERV. 3/19-4/15/2016	100%	BILL TO JOHANSSEN FARM
SHORT ELLIOTT HENDRICKSON, INC.	$ 1,096.20	WELLS #4 & 5 - RADIUM REDUCTION	50%	
THE SIGMA GROUP, INC.	$ 423.65	MAIN STREET BOX CULVERT - PROF. SERV. THRU 4/30/2016	100%	
VINTON CONSTRUCTION CO.	$ 465,832.69	MAIN STREET RECONSTRUCTION - PHASE I	11%	
TOTAL	$ 1,434,949.24			

Compliance Maintenance Annual Report

Agenda

Sussex Wastewater Treatment Facility

Last Updated: 5/24/2016 Reporting For: 2015

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Outfall No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	1.7177	x	194	x	8.34	=	2,784
February	1.5563	x	217	x	8.34	=	2,814
March	1.7336	x	193	x	8.34	=	2,795
April	2.7356	x	114	x	8.34	=	2,601
May	2.3002	x	172	x	8.34	=	3,291
June	2.4819	x	164	x	8.34	=	3,386
July	2.3218	x	173	x	8.34	=	3,346
August	2.1255	x	188	x	8.34	=	3,340
September	2.2113	x	160	x	8.34	=	2,959
October	2.0876	x	181	x	8.34	=	3,156
November	2.2248	x	177	x	8.34	=	3,289
December	3.0375	x	123	x	8.34	=	3,103

2. Maximum Month Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	5.1	x	90	=	4.59
		x	100	=	5.1
Design (C)BOD, lbs/day	6790	x	90	=	6111
		x	100	=	6790

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

● Yes Enter last calibration date (MM/DD/YYYY) 03/31/2015

○ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

● Yes

○ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

○ Yes

● No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks	Holding Tanks	Grease Traps
● Yes	● Yes	○ Yes
○ No	○ No	● No

5.2 Did you receive septage at your faclity? If yes, indicate volume in gallons.

Septic Tanks

● Yes 17,650 gallons

○ No

Holding Tanks

● Yes 10,481,200 gallons

○ No

Grease Traps

○ Yes gallons

● No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance is not affected due to receiving holding and septic tank waste.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

○ Yes

● No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

○ Yes

- No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Agenda

Sussex Wastewater Treatment Facility

Last Updated: 5/24/2016 Reporting For: 2015

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	10	10	0	1	0	0
February	10	10	0	1	0	0
March	10	10	1	1	0	0
April	10	10	0	1	0	0
May	5	5	0	1	0	0
June	5	5	0	1	0	0
July	5	5	0	1	0	0
August	5	5	0	1	0	0
September	5	5	0	1	0	0
October	5	5	0	1	0	0
November	10	10	0	1	0	0
December	10	10	0	1	0	0
* Equals limit if limit is <= 10						
Months of discharge/yr				12		
Points per each exceedance with 12 months of discharge					7	3
Exceedances					0	0
Points					0	0
Total number of points						0

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

● Yes Enter last calibration date (MM/DD/YYYY) 03/31/2015

○ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

● Yes

○ No

If Yes, please explain:

The chloride limit was exceeded during the months of January, February, March, June, July, August, September, and October. Staff samples residential, industrial, and hauled waste sources for chloride discharges to the plant. residential water softening contributes a large portion of the chlorides received at the Sussex WWTP. In the WI DNR discharge permit, there are source reduction measures that we are working on.

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- ○ Yes
- ● No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- ○ Yes
- ○ No
- ● N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Agenda

Sussex Wastewater Treatment Facility

Last Updated: 5/24/2016 Reporting For: 2015

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	10	10	1	1	0	0
February	10	10	2	1	0	0
March	10	10	1	1	0	0
April	10	10	1	1	0	0
May	10	10	1	1	0	0
June	10	10	1	1	0	0
July	10	10	1	1	0	0
August	10	10	1	1	0	0
September	10	10	1	1	0	0
October	10	10	1	1	0	0
November	10	10	1	1	0	0
December	10	10	1	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Agenda

Sussex Wastewater Treatment Facility

Last Updated: 5/24/2016

Reporting For: 2015

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for NH3

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January	5		0	0					
February	5		.011875	0					
March	5		0	0					
April	3.2		0	0					
May	1.9		.011176471	0					
June	1.9		0	0					
July	1.9		.06	0					
August	1.9		0	0					
September	1.9		0	0					
October	3.8		0	0					
November	5		0	0					
December	5		.008888889	0					

Points per each exceedance of Monthly average:	10
Exceedances, Monthly:	0
Points:	0
Points per each exceedance of weekly average (when there is no monthly averge):	2.5
Exceedances, Weekly:	0
Points:	0
Total Number of Points	0

NOTE: Limit exceedances are considered for mothly OR weekly averages but not both. When a monthly average limit exists it will be used to detect exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to detect exceedances and gernate points.

1.2 If any violations occurred, what action was taken to regain compliance?

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Agenda

Sussex Wastewater Treatment Facility

Last Updated: 5/24/2016

Reporting For: 2015

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.85	0.4	1	0
February	.85	0.3	1	0
March	.85	0.5	1	0
April	.85	0.2	1	0
May	.85	0.2	1	0
June	.85	0.3	1	0
July	.85	0.4	1	0
August	.85	0.3	1	0
September	.85	0.5	1	0
October	.85	0.3	1	0
November	.85	0.3	1	0
December	.85	0.3	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Agenda

Sussex Wastewater Treatment Facility

Last Updated: 5/24/2016 Reporting For: 2015

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☒ Land applied under your permit
- ☐ Publicly Distributed Exceptional Quality Biosolids
- ☐ Hauled to another permitted facility
- ☐ Landfilled
- ☐ Incinerated
- ☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

1183.40 acres

2.1.2 How many acres did you use?

196.5 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

- ○ Yes (30 points)
- ● No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

- ○ Yes
- ● No (10 points)
- ○ N/A

10

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - Liquid Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75			5.01	5.13			3.32				3.7			0	0
Cadmium		39	85			2.7	2.6			2.5				4.3			0	0
Copper		1500	4300			479	468			460				715			0	0
Lead		300	840			13.4	13			23.2				35.7			0	0
Mercury		17	57			.291	.305			.342				.485			0	0
Molybdenum	60		75			<11.6	<9.78			<10.6				<11.8		0		0
Nickel	336		420			33.2	31.8			31				44.5		0		0
Selenium	80		100			<11.6	<9.78			<10.6				<11.8		0		0
Zinc		2800	7500			497	442			521				1100			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- ● 0 (0 Points)

○ 1-2 (10 Points)
○ > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)
○ Yes
○ No (10 points)
● N/A - Did not exceed limits or no HQ limit applies (0 points)
○ N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0
Exceedence Points
● 0 (0 Points)
○ 1 (10 Points)
○ > 1 (15 Points)

0

3.1.4 Were biosolids land applied which exceeded the ceiling limit?
○ Yes (20 Points)
● No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, Contact Us.

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	01/01/2015 - 12/31/2015
Density:	492,507
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	04/01/2015 - 06/30/2015
Density:	423,117
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	07/01/2015 - 09/30/2015
Density:	492,507
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	10/01/2015 - 12/31/2015
Density:	295
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.
4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?
○ Yes (40 Points)
● No
If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):
5.1 Verify the following information. If any of the information is incorrect, Contact Us.

Outfall Number:	002
Method Date:	12/31/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	06/30/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	09/30/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	12/31/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

0

5.2 Was the limit exceeded or the process criteria not met at the time of land application?
- ○ Yes (40 Points)
- ● No

If yes, what action was taken?

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?
- ● >= 180 days (0 Points)
- ○ 150 - 179 days (10 Points)
- ○ 120 - 149 days (20 Points)
- ○ 90 - 119 days (30 Points)
- ○ < 90 days (40 Points)
- ○ N/A (0 Points)

0

6.2 If you checked N/A above, explain why.

7. Issues

7.1 Describe any outstanding biosolids issues with treatment, use or overall management:

None

Total Points Generated	10
Score (100 - Total Points Generated)	90
Section Grade	B

Compliance Maintenance Annual Report

Agenda

Sussex Wastewater Treatment Facility

Last Updated: 5/24/2016 Reporting For: 2015

Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing

1.1 Was your wastewater treatment plant adequately staffed last year?

- ● Yes
- ○ No

If No, please explain:

Could use more help/staff for:

1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?

- ● Yes
- ○ No

If No, please explain:

2. Preventative Maintenance

2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?

- ● Yes (Continue with question 2)
- ○ No (40 points)

If No, please explain, then go to question 3:

2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?

- ● Yes
- ○ No (10 points)

2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?

- ● Yes
  - ○ Paper file system
  - ○ Computer system
  - ● Both paper and computer system
- ○ No (10 points)

0

3. O&M Manual

3.1 Does your plant have a detailed O&M Manual that can be used as a reference when needed?

- ● Yes
- ○ No

4. Overall Maintenance /Repairs

4.1 Rate the overall maintenance of your wastewater plant.

- ○ Excellent
- ● Very good
- ○ Good
- ○ Fair
- ○ Poor

Describe your rating:

All equipment is maintained as required by equipment manufacturers manuals, and records are kept regarding service and repairs.

Compliance Maintenance Annual Report

Agenda

Sussex Wastewater Treatment Facility

Last Updated: 5/24/2016

Reporting For: 2015

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Agenda

Sussex Wastewater Treatment Facility

Last Updated: 5/24/2016 Reporting For: 2015

Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- ● Yes (0 points)
- ○ No (20 points)

Name: DENNIS T WOLF

Certification No: 12156

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes		X		
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural		X		
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2015 - 2016; subclass SS is basic level only.)

- ● Yes (0 points)
- ○ No (20 points)

0

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

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- ○ Averaging 6 or more CECs per year.
- ○ Averaging less than 6 CECs per year.

Advanced Certification:

- ● Averaging 8 or more CECs per year.
- ○ Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information

Name: Nancy Whalen

Telephone: (262) 246-5225 (XXX) XXX-XXXX

E-Mail Address (optional):

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- ● Yes (0 points)
- ○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year: 2015

- ● 0-2 years ago (0 points)
- ○ 3 or more years ago (20 points)
- ○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ● Yes (0 points)
- ○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year: 2015

- ● 1-2 years ago (0 points)
- ○ 3 or more years ago (20 points)
- ○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR		$	716,713.00
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		$	0.00
3.2.3 Adjusted January 1st Beginning Balance		$	716,713.00
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	$	60,000.00
3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	$	75,983.00
3.2.6 Ending Balance as of December 31st for CMAR Reporting Year		$	700,730.00

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All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Gearbox refurbished $ 12,255
Raw Sewage Pump #1 rebuild $ 63,728

3.3 What amount should be in your Replacement Fund? $ 557,779.00

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP link under Info in the left-side menu.

0

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- ● Yes
- ○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- ● Yes - If Yes, please provide major project information, if not already listed below.
- ○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Inspect - Repair or replace Santary Sewer Main on Main street	1700000	2016
2	Phosphorus removal due to new regulations	2000000	2019

5. Financial Management General Comments

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. CMOM Program

1.1 Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?

- ● Yes
- ○ No

1.2 Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance (O&M) or CMOM program last calendar year?

- ● Yes (Continue with question 1)
- ○ No (30 points) (Go to question 2)

1.3 Check the elements listed below that are included in your O&M or CMOM program.

☒ Goals

Describe the specific goals you have for your collection system:

Eliminate as much clear water entering the system as possible through inspection and repairs of mains, manholes, and laterals. Properly maintain all lift stations according to manufacturers maintenance manuals.

☒ Organization

Do you have the following written organizational elements (check only those that apply)?

- ☒ Ownership and governing body description
- ☒ Organizational chart
- ☒ Personnel and position descriptions
- ☒ Internal communication procedures
- ☒ Public information and education program

☒ Legal Authority

Do you have the legal authority for the following (check only those that apply)?

- ☒ Sewer use ordinance Last Revised Date (MM/DD/YYYY) 05/12/2015
- ☒ Pretreatment/industrial control Programs
- ☒ Fat, oil and grease control
- ☒ Illicit discharges (commercial, industrial)
- ☒ Private property clear water (sump pumps, roof or foundation drains, etc.)
- ☒ Private lateral inspections/repairs
- ☒ Service and management agreements

☒ Maintenance Activities (provide details in question 2)

☒ Design and Performance Provisions

How do you ensure that your sewer system is designed and constructed properly?

- ☒ State plumbing code
- ☒ DNR NR 110 standards
- ☒ Local municipal code requirements
- ☒ Construction, inspection, and testing
- ☐ Others:

☒ Overflow Emergency Response Plan:

Does your emergency response capability include (check only those that apply)?

- ☒ Alarm system and routine testing
- ☒ Emergency equipment
- ☒ Emergency procedures
- ☒ Communications/notifications (DNR, internal, public, media, etc.)

☒ Capacity Assurance:

How well do you know your sewer system? Do you have the following?

☒ Current and up-to-date sewer map
☒ Sewer system plans and specifications
☒ Manhole location map
☒ Lift station pump and wet well capacity information
☒ Lift station O&M manuals

Within your sewer system have you identified the following?

☒ Areas with flat sewers
☒ Areas with surcharging
☐ Areas with bottlenecks or constrictions
☐ Areas with chronic basement backups or SSOs
☒ Areas with excess debris, solids, or grease accumulation
☐ Areas with heavy root growth
☒ Areas with excessive infiltration/inflow (I/I)
☐ Sewers with severe defects that affect flow capacity
☒ Adequacy of capacity for new connections
☒ Lift station capacity and/or pumping problems

0

☒ Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed

☐ Special Studies Last Year (check only those that apply):

☐ Infiltration/Inflow (I/I) Analysis
☐ Sewer System Evaluation Survey (SSES)
☐ Sewer Evaluation and Capacity Managment Plan (SECAP)
☐ Lift Station Evaluation Report
☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	25	% of system/year
Root removal	1	% of system/year
Flow monitoring	5	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	1	% of system/year
Manhole inspections	30	% of system/year
Lift station O&M	4	# per L.S./year
Manhole rehabilitation	1	% of manholes rehabbed
Mainline rehabilitation	1	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services

Please include additional comments about your sanitary sewer collection system below:

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3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

37.49	Total actual amount of precipitation last year in inches
32.26	Annual average precipitation (for your location)
43	Miles of sanitary sewer
1	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
0	Number of complaints
2.2112	Average daily flow in MGD (if available)
3.0375	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.00	Complaints (number/sewer mile)
1.4	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **			
Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

○ Yes

● No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

○ Yes

● No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

No significant changes were noticed.

5.4 What is being done to address infiltration/inflow in your collection system?

During road reconstruction, we have relayed or relined bad sections of pipe in the collection system. We have also changed out manhole covers that have pick holes, to a solid cover with a gasket. We also grout leaks in manholes, and have upgraded our construction standards to include installation of external chimney seals and joint wraps on manhole structures.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0020559

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	B	3	5	15
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	143
GRADE POINT AVERAGE (GPA) = 3.86				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

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Sussex Wastewater Treatment Facility

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Reporting For: 2015

Resolution or Owner's Statement

Name of Governing Body or Owner:

Date of Resolution or Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = B

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 3.86

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STATE OF WISCONSIN VILLAGE OF SUSSEX WAUKESHA COUNTY

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE COMPLIANCE MAINTENANCE ANNUAL REPORT

WHEREAS: The Department of Natural Resources requires a Compliance Maintenance Annual Report for the Sussex Regional Wastewater Treatment Facility; and

WHEREAS: The Assistant Director of Public Works/Operations has prepared said report; and

WHEREAS: The Public Works Committee and the Village Board have reviewed and discussed said report.

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

SECTION 1: The Village Board has reviewed the Compliance Maintenance Annual Report which is attached to this resolution.

SECTION 2: The Administrative Services Director/Village Clerk and Assistant Director of Public Works/Operations are hereby authorized and directed to forward a copy of this resolution to the Department of Natural Resources.

Adopted this _____ day of _____, 20_____.

VILLAGE OF SUSSEX

_____
Greg Goetz, Village President

ATTEST:

_____
Casen J. Griffiths, Administrative Services Director/Village Clerk

Agenda

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

M E M O R A N D U M

To: Village Board
From: Jeremy Smith, Village Administrator
Date: June 2, 2016
Re: SEH Agreement for Design and Bidding of Radium Treatment

The Village has been under contract with S.E.H. for design and bidding of radium treatment facilities for Well 4 (subject of the Village's first consent decree) and Well 5 (subject of the Village's second consent decree). Well 1 is already in standby status due to a previous consent decree pertaining to radium. In early 2016 the Village Board entered into an additional consent decree for the remaining wells – 2 and 3. There are two agreements in your packet for consideration. The first is for $5,000 to address the fact that work is occurring for Wells 4 and 5 in later years than anticipated (labor costs have increased). This delay is due to receipt of an extended timeline from the DNR for completion of this work, which helps the Water Utility financially. The second is for design of treatment and bidding of the work for the remainder of the Village's water system.

The Plan
Wells 4 and 5 are the Village's largest producing wells. They will be treated in a standalone capacity. Wells 1, 2 and 3 are older community water trust wells and do not produce large gallons per minute of water. As such, the cost for installing radium treatment at these facilities is high when you compare it to the benefit the Village water users gain from treating a smaller producing well. Staff is recommending the construction of a new larger producing well (similar to wells 4 and 5) and the abandonment of wells 1, 2 and 3. The new well – Well 8 – would have radium treatment installed at the time of construction.

The Benefit
The Village will have a similar volume of water production from 5 wells versus 7. There are significant operational cost savings associated with having less wells – lower electricity costs, lower staff costs for maintenance and operations, lower chemical costs, lower capital costs over time (replacing/rehabilitating 5 wells instead of 7). A new well option also eliminates transmission mains, which would have had capital and operational costs as well.

The Cost
Cost estimates for construction will be developed as S.E.H. proceeds with design. The Village is under contract with S.E.H. for $106,600 for design and bidding of radium treatment for wells 4 and 5. The agreements in front of you this evening add $5,000 to that cost to account for work completion in 2016 – 2019 and also $323,000 for the design of well #8 and radium treatment for same, the abandonment of wells 1, 2 and 3 and an emergency interconnect with Menomonee Falls. The net increase in engineering costs for the design of well 8 is approximately $80,000.

Agenda

AMENDMENT NO. 2
TO OWNER/CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES

Short Elliott Hendrickson Inc. (CONSULTANT)

A. Background Data

1. Effective Date of Owner/Consultant Agreement for Professional Services: December 10, 2013
2. Owner: Village of Sussex, Wisconsin
3. Consultant: Short Elliott Hendrickson Inc.® (SEH)
4. Project Title: Radium Treatment and Backup Power at Well #4
5. SEH Project No.: 126714

B. Description of Amendment

Well 4 engineering work was originally scheduled to be completed in 2014, with Well 5 engineering work to be completed in 2015. Based on the updated project schedule, the engineering work for both projects will be completed in 2016.

Amendment No. 2 covers additional engineering costs due to the schedule delays for the Well 4 (Phase 1) and Well 5 (Phase 2) projects.

The additional engineering costs for the Phase 1 and Phase 2 projects is $5,000. This Amendment does not change the original scopes of services for both projects.

OWNER and CONSULTANT hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this Amendment remain in effect.

The Effective Date of this Amendment is June 7, 2016.

CONSULTANT	**OWNER**
Short Elliott Hendrickson Inc.	**Village of Sussex**
501 Maple Avenue	N64 W23760 Main Street
Delafield, WI 53018	Sussex, WI 53089
By 	By
Patrick S. Planton, PE	
Title Principal, Water Practice	Title
Date May 31, 2016	Date

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Agenda

AMENDMENT NO. 3
TO OWNER/CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES

Short Elliott Hendrickson Inc. (CONSULTANT)

A. Background Data

1. Effective Date of Owner/Consultant Agreement for Professional Services: December 10, 2013
2. Owner: Village of Sussex, Wisconsin
3. Consultant: Short Elliott Hendrickson Inc.® (SEH)
4. Project Title: Radium Treatment and Backup Power at Well #4
5. SEH Project No.: 126714

B. Description of Amendment

Village Wells 2 and 3 water has exceeded the federal radium water quality standard and Owner wants address these issues as follows: Abandon Wells 1, 2 and 3 and implement a new water supply Well 8 with treatment for radium.

This Amendment No. 3 to the Original Agreement includes updating the Village's water supply needs evaluation and coordination with State regulatory agencies (Phase 3); and preliminary and final design, bidding, and regulatory approvals for a new Well 8 (Phase 4), new Well 8 pump station and treatment plant (Phase 5); abandonment of Wells 1, 2 and 3 (Phase 6); and a water main interconnection with the Menomonee Falls Water Utility (Phase 7).

This Amendment No. 3 includes the scope of services (Exhibit A), Owner's Responsibilities (Exhibit B), and fee estimate (Exhibit C) to complete the work for this Amendment.

OWNER and CONSULTANT hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this Amendment remain in effect.

The Effective Date of this Amendment is June 15, 2016.

CONSULTANT	**OWNER**
Short Elliott Hendrickson Inc.	**Village of Sussex**
501 Maple Avenue	N64 W23760 Main Street
Delafield, WI 53018	Sussex, WI 53089
By 	By
Patrick S. Planton, PE	
Title Principal, Water Practice	Title
Date June 3, 2016	Date

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Agenda

AMENDMENT NO. 3
EXHIBIT A

CONSULTANT's SERVICES

The Owner intends to retain Consultant to provide professional engineering services as may be directed by the Owner, and the Owner and Consultant deem it mutually advantageous to set forth the general details described herein.

A. PROJECT DESCRIPTION

Consultant is already under contract for the engineering design, permitting and bidding of radium removal treatment facilities and equipment at Village Utility Well 4 (Phase 1) and Well 5 (Phase 2).

Owner intends to implement a new groundwater supply project to serve the Village, and abandon existing Wells 1, 2 and 3. In addition, a new emergency interconnection to the Menomonee Falls water system will be completed. New water supply Well 8 is to be constructed on village-owned property in the north central portion of Sussex, adjacent to the Water Utility's Salem Standpipe.

Owner desires to proceed with Project Phase 3 which includes updating an evaluation of the Village's current and future water supply needs, and reviewing these needs and the proposed new water supply project with the primary State water utility regulating agencies (DNR and PSC), and obtaining agency preliminary approval of the Owner's water supply approach.

Owner desires to proceed with Project Phase 4 which includes the siting, design, permitting, and bidding of a new deep sandstone water supply well. Project Phase 5 includes the engineering design, permitting and bidding of a Well 8 pump station, radium removal treatment plant, and a connecting water transmission main at the site.

Additional project phases include:

- Phase 6: Engineering design, permitting and bidding services for proper abandonment of Village Utility Wells 1, 2 and 3.
- Phase 7: Design and bidding of an emergency water system interconnection with the Menomonee Falls Water Utility.

Phase 3 of the Project will be approached in the following tasks:

Task	Description
3-1	Updated Water Needs Analysis
3-2	Regulatory Agency Coordination

Phase 4 of the Project will be approached in the following tasks:

Task	Description
4-1	DNR Well Site Approval
4-2	Well Design
4-2a	Test Well Services (if needed)
4-3	Regulatory Permit Approvals

4-4	Bidding Services
4-5	Wellhead Protection Plan

Phase 5 of the Project will be approached in the following tasks:

Task	Description
5-1	Pilot Study
5-2	Facilities Design Concept Definition
5-3	Design Services
5-4	Regulatory Permit Approvals
5-5	Bidding Services

Phase 6 of the Project will be approached in the following tasks:

Task	Description
6-1	Design Services
6-2	Regulatory Permit Approvals
6-3	Bidding Services

Phase 7 of the Project will be approached in the following tasks:

Task	Description
7-1	Design Services
7-2	Regulatory Permit Approvals
7-3	Bidding Services

B. SCOPE OF SERVICES

The Scope of Services to be provided for this Project is as follows:

PHASE 3 WATER NEEDS ANALYSIS & AGENCY COORDINATION

Task 3-1 Water Needs Analysis

1. Collect and review available planning information regarding future community growth and development trends, population projections and current and future land uses.
2. Review existing historical water demands and characteristics by type (residential, commercial, industrial, public). Summarize this information in the format of tables and graphs to illustrate key characteristics of historical water demands and trends.
3. Review information provided by Client for high volume water customers.
4. Establish per capita water use for different categories of users.
5. Statistically analyze consumption trends and peaking characteristics. Recommend demand peaking ratios that should be used for planning purposes.
6. Perform a summary of historical unaccounted-for water (UFW), and provide an opinion on acceptable levels for UFW.
7. Project future water consumption and pumpage. These projections will be made based on the projection of population increase, and the future land use throughout the service area to be provided with water over a 20-year planning period.

8. Evaluate water supply and pumping volume needs and provide recommendations regarding the future volume requirements.
9. Prepare a Technical Memorandum summarizing the findings, conclusions and recommendations from Task 3-1.
10. Meet with Owner to review Technical Memorandum and discuss future water supply needs in preparation for meeting with State agencies.

Task 3-2 State Agency Coordination

1. Coordinate a meeting for the Owner, Consultant, and with the two primary State regulatory agencies (DNR and PSC) that will be involved in approving the new water supply projects. Purpose of meeting will be to review Owner water supply issues, goals and recommended approach, obtain preliminary approval for the projects and agreement on overall project schedules.
2. Respond to regulatory agency questions on Owner project approach.
3. Communicate with both agencies on behalf of Owner and document preliminary approvals to all parties.

PHASE 4 WELL 8

Task 4-1 DNR Well Site Approval

1. Research the following government lists regarding known or potential contamination sources within 1 mile radius of the well site as required by NR 811.
2. Confirm contamination source areas from vendor reports with Owner.
3. Collect and review data related to present land uses on the proposed well sites.
4. Conduct a field reconnaissance consisting of a windshield survey and well site walk-over to investigate potential contamination sources within 1 mile of the proposed well.
5. Contact the District DNR Office and request information regarding any known contamination sources within 1 mile of the proposed well.
6. Inventory DNR and WGNHS databases for private and high capacity well locations and information in the well site area.
7. Evaluate proximity of wetlands and floodplain to the proposed wells.
8. Develop opinions regarding aquifer characteristics at the proposed well sites based on available hydrogeologic data.
9. Estimate the probable zone of influence for the new wells assuming the wells operate continuously for 30 days without recharge.
10. Delineate a preliminary wellhead protection area using methods as specified in ENR guidance. The wellhead protection area will be based on a probable 5-year time of travel estimate.
11. Prepare a map or maps showing:
    a) Existing municipal wells
    b) Known or potential contamination sources within ½ mile of the proposed well site
    c) The limits of the existing water utility service area
    d) Existing public or private wells for which construction data is available and was used for geologic reference purposes

e) Probable direction of regional groundwater flow
f) Probable recharge area for the proposed well
g) Zone of influence of the proposed well with continuous pumpage and no recharge for 30 days
h) Boundaries of the proposed well site
i) Topography of the site
j) Location of nearby wetlands, if any

12. Compile well siting data and prepare a well site survey report and provide electronic and up to three hard copies for Owner.

Task 4-2 Well Design

1. Meet with Owner to review well site considerations, location, test well approach, design concepts for Well 8, and any Owner specification requirements.
2. Obtain prevailing wage requirements from the Wisconsin Department of Administration (if needed), and project insurance requirements from Owner.
3. Prepare plans, specifications and bidding documents for constructing and testing of Well 8.
4. Provide Owner with draft well design and bidding documents copy for review and approval.
5. Prepare an estimate of probable Project costs for the proposed well improvements after a final design is completed.
6. Provide Owner with draft well design and bidding documents copy for review and approval.
7. Incorporate Owner comments and finalize well design and bidding documents.

Task 4-2a Test Well Services (if needed)

If Owner wishes to proceed with a test well, Consultant will provide the following additional services to design and bid the construction of a test well. The test well and production well construction will be bid under one contract.

1. Prepare plans, specifications and bidding documents for constructing and testing a test well, included in the Well 8 design and bidding documents.
2. Prepare an estimate of probable Project costs for the test well after a final design is completed.
3. Provide field engineer to observe test well drilling.
4. Review and classify test well formation samples.
5. Provide field engineer to observe test well pumping test.
6. Analyze test well pumping test data.
7. Review lab test results from test well water quality sampling.
8. Prepare a Technical Memorandum summarizing test well water quality and test pumping data.
9. Meet with Owner to review test well information and discuss recommendation for test well site to be used for Well 8.

Agenda

Task 4-3 Regulatory Permit Approvals

1. Submit Well Site Survey Report to DNR for review and approval of the Well 8 site. Respond to DNR review questions, and assist Owner is receiving DNR approval of the high capacity well site for Well 8.
2. Prepare and submit a request for construction authorization to the PSC in accordance with the requirements of the Wisconsin Administrative Code and PSC guidance. The submittal will include:
    a. Analysis of customer demands and supply requirements.
    b. Copies of Phase 3 report summarizing the project need and justification.
    c. Final design concepts.
    d. An estimate of probable project costs.
    e. Project schedule.
    f. Proposed financing methods.
    g. Information needed for PSC review of new water supply projects as listed at http://psc.wi.gov/utilityInfo/water/construction/guidance.htm, which requires analysis of need for project, avoidance or mitigation of project by demand management or reducing water loss and an alternatives evaluation.

    Respond to PSC review questions, and assist Owner is receiving PSC construction authorization of the new Well 8 project.
3. Meet with representatives of DNR to discuss the preliminary design concepts near completion of Task 4-1. Based on comments received, incorporate DNR comments into design plans and specifications for Task 4-2.
4. Meet with representatives of DNR to review final well design prior to completion of bidding documents.
5. Submit final well design plans and specifications to DNR for review and approval. Respond to DNR review questions, and assist Owner in receiving DNR plan approval for the project.
6. Submit a copy of the Wellhead Protection Plan Report on behalf of Owner to the DNR for review and approval. Respond to DNR review questions, and assist Owner is receiving DNR approval of the Wellhead Protection Plan for Well 8.

Task 4-4 Well Bidding

1. Assist Owner with advertising for and receiving competitive bids for project.
2. Print and/or electronically distribute bidding documents to prospective bidders. The maximum estimated number of printed documents required is 10 copies.
3. Respond to bidder questions, issue addenda if required.
4. Coordinate and attend a pre-bid meeting (if necessary).
5. Attend a bid opening.
6. Analyze the bids received.
7. Based on review of bids received, prepare recommendations regarding the award of contract.

Task 4-5 Wellhead Protection Planning

The purpose of this task is to assist Owner with preparation of a Wellhead Protection Plan in accordance with the requirements of the Wisconsin Administrative Code, Chapter NR 811. The Scope of Services for this phase of the project will include:

1. Estimate the 5-year time of travel capture zone and wellhead protection area for Well 8 based on available hydrogeologic and well performance data.
2. Update the contaminant source inventory prepared during Task 4-1 and incorporate into the Wellhead Protection Plan documents.
3. Evaluate Owner's current public education program and propose revisions to the program to incorporate wellhead protection concerns for Well 8.
4. Evaluate the principal elements in the Owner's water conservation program.
5. Review alternative contingency plans with Owner for protecting the well from identified known or potential contamination sources and for supplying water in the event of an emergency at Well 8. Assist Owner in selecting the appropriate elements of a contingency plan for protection of the new well water supply.
6. Develop management strategies to address existing and potential contamination sources and to help protect the Well 8 recharge area. Solicit input from Owner regarding management strategies to be included in the final wellhead protection plan.
7. Meet once with Owner representatives to review and discuss critical elements to be included in the Wellhead Protection Plan including:
    a) Owner's current and future public education program
    b) Owner's water conservation program
    c) Alternative components of a Management and Contingency Plan for protection of the new well water supply
8. Prepare a Wellhead Protection Plan Report meeting the requirements of the Wisconsin Administrative Code, Chapter NR811.16 (5).
9. Provide Owner with and electronic pdf copy and up to 5 printed copies of the final Wellhead Protection Plan Report.
10. Assist Owner in development of wellhead protection ordinances.

PHASE 5 WELL 8 PUMPING, TREATMENT AND DISTRIBUTION FACILITIES

Task 5-1 Pilot Study

1. Conduct a project kickoff meeting with key Owner staff to define Well 8 water treatment goals and objectives; and discuss pilot testing project scheduling, site logistics, sound control and other issues.
2. Review existing and historical water quality data for nearby Sussex Well 1 from available records.
3. Perform an initial evaluation of anticipated Well 8 raw water quality. Evaluation will assist in determining the optimum hydrous manganese oxide (HMO) radium treatment processes to be tested during the Well 8 pilot testing phase.

4. Perform pilot testing of recommended HMO radium removal water treatment processes. Primary results to be obtained from pilot testing performed will include:
    a. HMO treatment chemical types and usage rates for optimum radium removal
    b. Optimum raw water detention time following chemical addition (if needed)
    c. Best performing filter media to be used for HMO treatment for radium removal
        - Silica Sand/Anthracite Media
        - Greensand/Anthracite Media
        - Pyrolusite Media
    d. Optimum water filtration flow rates
    e. Anticipated filter run cycle durations
5. Collect and submit water quality samples for lab analysis testing. Lab cost shall be paid directly by Owner.
6. Prepare a draft Pilot Study report and forward three copies to key Owner staff for review and comment.
7. Coordinate and attend a meeting with key Owner staff to review the findings and recommendations from the draft Pilot Study report.
8. Based on comments received from Owner on pilot test results review meeting, finalize pilot study report and furnish three copies of final reports for Owner's use and future reference. Provide electronic version of Project Deliverables.

Task 5-2 Design Concept Definition

1. Based on the expected yield from Well 8, and data from the Task 5-1 Pilot Study, evaluate the following design concepts:
    a. Well pump capacity
    b. Pump setting and head requirements
    c. Treatment plant capacity and provisions for future treatment options
    d. Treatment plant space requirements and room arrangement
    e. Filter backwash method and tank sizes
    f. Backwash water recycling
    g. Backwash solids handling approach and waste disposal
    h. Architectural requirements
    i. Electrical and facility control issues
    j. Standby power requirements
    k. Site plan issues
    l. Connecting site water transmission main size and alignment
2. Meet with Owner to discuss facility and site design concepts.
3. Prepare a conceptual layout for pumping/treatment equipment and appurtenances.
4. Prepare conceptual floor and site plans for the treatment facility.
5. Evaluate capacity of sanitary sewer system serving the Well 8 site and determine capacity requirements for discharging filter backwash water.
6. Prepare opinion of probable project costs.

7. Prepare a preliminary engineering report summarizing recommendations for the Well 8 pump station and treatment plant design.
8. Present findings and recommendations at a meeting of the Owner's Utility Committee.

Task 5-3 Design Services

1. Assist Owner in obtaining subsurface information for building and/or backwash tank foundation design. Assist Owner in selecting a geotechnical engineering consultant to perform subsurface explorations and prepare a geotechnical report. The contract for the geotechnical work shall be between the Owner and the geotechnical firm selected, and the cost shall be paid directly by Owner.
2. Perform a field survey of the project site that includes the locations and elevations of soil borings.
3. During initial stages of design, prepare preliminary alignment and facility layout drawings, and review layouts, equipment selection, and other design details at a meeting with Owner representatives. The purpose of this meeting will be to finalize design issues.
4. Prepare design drawings, specifications and other contract documents, and submit copies of these documents to the Owner for review and approval. It is assumed that facility construction will be completed under one prime construction contract.
5. Obtain prevailing wage requirements from the Wisconsin Department of Administration (as needed), and project insurance requirements from Owner.
6. Meet with the Owner to present the final design documents.
7. Update the opinion of probable Project costs for the proposed improvements after a final design is completed.
8. Attend up to three project meetings during duration of Task 5-3: Design initiation, 35 percent review, 90 percent review.
9. Provide Owner with draft design and bidding documents for review and approval.
10. Incorporate Owner comments and finalize design and bidding documents.

Task 5-4 Regulatory Permit Approvals

1. Prepare and submit a request for construction authorization to the PSC in accordance with the requirements of the Wisconsin Administrative Code. The submittal will include:
    a. Analysis of customer demands and supply requirements.
    b. Copies of preliminary engineering report prepared in Task 5-2 summarizing the project need and justification.
    c. Final design concepts.
    d. An estimate of probable project costs.
    e. Project schedule.
    f. Proposed financing methods.
    g. Information Needed for PSC Review of New Water Supply Projects as listed at http://psc.wi.gov/utilityInfo/water/construction/guidance.htm, which requires analysis of need for project, avoidance or mitigation of project by demand management or reducing water loss and an alternatives evaluation.

    Respond to PSC review questions, and assist Owner is receiving PSC construction authorization of the Well 8 pump station and treatment plant project.

2. Prepare and submit Well 8 Pilot Testing plan to DNR for review and approval. Respond to DNR comments.
3. Submit Well 8 Pilot Testing report to DNR for review and approval. Respond to DNR comments.
4. Meet with representatives of DNR to discuss the preliminary design concepts near completion of Task 5-2. Based on comments received, incorporate DNR comments into the preliminary engineering report.
5. Submit the preliminary engineering report summarizing recommendations for the Well 8 pump station and treatment plant design to DNR for review and approval.
6. Meet with representatives of DNR to review final design prior to completion of bidding documents.
7. Submit final design plans and specifications to DNR for review and approval. Respond to DNR review questions, and assist Owner in receiving DNR plan approval for the project.
8. Submit final design plans and specifications to Wisconsin Department of Safety and Professional Services (DSPS) for building and plumbing plan review and approval. Respond to review questions, and assist Owner in receiving DSPS plan approvals for the project.

Task 5-5 Bidding Services

1. Assist Owner with advertising for and receiving bids.
2. Print and/or electronically distribute bidding documents to prospective bidders. The maximum estimated number of printed documents required is 25 copies.
3. Respond to bidder questions, issue addenda if required.
4. Coordinate and attend a pre-bid meeting (if necessary).
5. Attend a bid opening.
6. Analyze the bids received.
7. Based on review of bids received, prepare recommendation regarding the award of contract.

PHASE 6 WELLS 1, 2 AND 3 ABANDONMENT

Task 6-1 Design Services

1. Review well abandonment approach with DNR, provide recommendation for abandonment to Owner.
2. Obtain prevailing wage requirements from the Wisconsin Department of Administration (if needed), and project insurance requirements from Owner.
3. Prepare plans, specifications and bidding documents for well abandonments to include removal of pumping equipment, disconnection of well pump, pump motor and process piping, and sealing of well annular space.
4. Provide Owner with draft well abandonment design and bidding documents copy for review and approval.
5. Incorporate Owner comments and finalize well abandonment design and bidding documents.

Task 6-2 Regulatory Permit Approvals

1. Submit final well abandonment plans and specifications to DNR for review and approval. Respond to DNR review questions, and assist Owner in receiving DNR plan approval for the project.

Task 6-3 Bidding Services

1. Assist Owner with advertising for and receiving bids.
2. Print and/or electronically distribute bidding documents to prospective bidders. The maximum estimated number of printed documents required is 5 copies.
3. Respond to bidder questions, issue addenda if required.
4. Coordinate and attend a pre-bid meeting (if necessary).
5. Attend a bid opening.
6. Analyze the bids received.
7. Based on review of bids received, prepare recommendation regarding the award of contract.

PHASE 7 INTERCONNECTION WITH MENOMONEE FALLS

Task 7-1 Design Services

1. Review existing water main information, as well as any other underground Village sanitary sewer, and storm sewer information in the affected area.
2. Conduct field survey to establish existing topography and utility locations/elevations.
3. Review preliminary design concepts with Owner staff and adjacent or affected land owners (as appropriate).
4. Prepare water main design according to Village and State Standards, including complete plans and specifications for construction.
5. Submit final plans and specifications to Owner for review. Incorporate Owner's comments into final design documents.
6. Prepare legal descriptions for easements, right-of-way dedication, and plat of survey.

Task 7-2 Regulatory Permit Approvals

1. Submit final plans and specifications to DNR for review and approval. Respond to DNR review questions, and assist Owner in receiving DNR plan approval for the project.

Task 7-3 Bidding Services

1. Assist Owner with advertising for and receiving bids.
2. Print and/or electronically distribute bidding documents to prospective bidders. The maximum estimated number of printed documents required is 10 copies.
3. Respond to bidder questions, issue addenda if required.
4. Coordinate and attend a pre-bid meeting (if necessary).
5. Attend a bid opening.

6. Analyze the bids received.
7. Based on review of bids received, prepare recommendation regarding the award of contract.

C. ADDITIONAL SERVICES

It is difficult at this time to define the nature and scope of additional Services that may be required for subsequent phase of this project. However, examples of additional Services that may be required include:

1. Attendance at additional meetings or public hearings to present project information.
2. Assistance in obtaining additional regulatory approvals for subsequent project phases.
3. Construction phase engineering services.

If additional Services are needed, they will be defined with Amendments to this Scope of Services.

D. SCHEDULE

The project schedule for Amendment No. 3 services will be determined following the completion of Task 3-2.

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Agenda

AMENDMENT NO. 3
EXHIBIT B

OWNER'S RESPONSIBILITIES

A. GENERAL

Owner, at its expense, shall do the following in a timely manner so as not to delay the Services.

1. Information / Reports

Furnish Consultant the following information, all of which Consultant may rely upon without independent verification in performing the Services:

a. Plat of available survey information for Project sites.
b. Mapping that shows existing street and property division layouts.
c. Information and/or reports on existing Wells 1, 2 and 3.
d. Record drawings of existing infrastructure for adjoining streets and utilities in the Project area.

2. Representative

Owner's representative and Consultant representative have not changed from the Original Agreement. Owner's representative continues to have the authority to transmit instructions, receive information, interpret and define Owner's policies and make decisions with respect to the Services.

3. Decisions

Provide all criteria and full information as to Owner requirements for the Project, obtain (with Consultant assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow Consultant to perform the Services.

4. Other Responsibilities

a. Contract with and pay directly the services of a geotechnical firm for subsurface investigations.
b. Pay directly any water quality lab testing fees associated with the Project.
c. Pay directly any permit or plan review fees associated with the Project.

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Agenda

AMENDMENT NO. 3
EXHIBIT C

PAYMENTS TO CONSULTANT FOR SERVICES AND EXPENSES

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. COMPENSATION

Per the Original Agreement, and subsequent Amendments Nos. 1 and 2, the Owner and Consultant have agreed that compensation for services provided by Consultant will be on a Time and Expense Not to Exceed basis. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment. Current billing rates will continue to be the Actual Billing Rates of Personnel Method as indicated in the Original Agreement.

Applicable billing rates of employees shall be based on the actual payroll rates of personnel times a multiplier plus the cost of expenses and equipment outlined in Paragraphs B and C of this Exhibit.

The Consultant shall be compensated for services on a time and materials, not to exceed, basis as shown in Table C-1.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Owner. Their costs are not included in the hourly charges made for services and shall be paid for as described in the Original Agreement. These specific project costs are reimbursable expenses that are included in the fee estimate and are required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Phone communication services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Plots, reports, plan and specification reproduction expenses.
5. Postage, handling and delivery.
6. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance. Consultant shall not subcontract for services without prior written permission from Owner.

The Owner shall pay Consultant monthly for expenses. Any other project expenses not listed above are not included in the fee estimate.

C. Equipment Utilization

The utilization of specialized equipment including automation equipment, is recognized as benefiting the Owner. The Owner, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Owner will contain detailed information regarding the use of specialized equipment on the Project and charges will be based on the standard rates for the equipment published by Consultant. Cost of specialized equipment is included in the fee estimate (including pilot testing equipment).

The Owner shall pay Consultant monthly for equipment utilization.

SEH's estimate of the revised costs for services in this Amendment is listed below:

Table C-1

Phase	Description	Phase 1 Original Contract	Phase 2 Amendment No. 1 (Approved)	Phase 1 & 2 Cost Adjustment Amendment No. 2	Phases 3-7 Amendment No. 3
1	Radium Treatment and Backup Power at Well 4	$49,700		$2,000	
2	Radium Treatment at Well 5		$56,900	$3,000	
3	Water Needs Analysis & Agency Coordination				$7,500
4	Well 8				$80,000
4-2a	Test Well Services (if needed)				$8,000
5	Well 8 Pumping, Treatment and Distribution Facilities				$200,000
6	Wells 1, 2 and 3 Abandonment				$15,000
7	Interconnection with Menomonee Falls				$12,500
	TOTAL	**$49,700**	**$56,900**	**$5,000**	**$323,000**

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Agenda

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

M E M O R A N D U M

To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: June 3, 2016
Re: Stormwater Grant Amendment – Spring Creek Daylighting

Staff recommends that the Committee and Board approve Amendment #2 to the Urban Nonpoint Source & Stormwater Management Grant. The grant language and document didn't change materially. The amendment extends the deadline to December 31, 2015 and shifts eligible cost share budgets around within various categories. This benefits the Village financially by allowing us to receive the full $200,000 reimbursement.

End.

Agenda

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

WISCONSIN DEPT. OF NATURAL RESOURCES

April 12, 2016

▶REQUIRES IMMEDIATE ACTION◀
Urban Nonpoint Source & Stormwater Mgt
Grant# USC - FX07-67181-12B
Amendment # 2

Judith A. Neu, Village Engineer / Asst. Public Works Director
Village Of Sussex
N64 W23760 Main Street
Sussex, WI 53089

Dear Ms. Neu:

Enclosed are duplicate copies of an amendment agreement for the following project: ***Spring Creek Daylighting, Amendment No. 2.*** I am pleased to approve this Urban Stormwater Construction grant amendment to extend the grant period to December 31, 2015 and also to revise the grant amounts for the budget items in the table below; however, the grant award remains unchanged at $200,000.

Engineering Services:	$24,930 (no change)
Property Acquisition:	$50,000 (decrease of $26,000)
Construction:	$125,700 (increase of $26,000)

Please note that you originally received a variance letter dated October 1, 2014 for the extension to December 31, 2015 but never received an actual grant amendment.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility conditions, grantee requirements and reimbursement provisions. There are also a number of steps where you must obtain prior departmental review and authorization before proceeding *(please see the attached Grantee Responsibilities)*. You are obligated to submit a Final Report with your final reimbursement request for the projects completed under this grant; before and after pictures are a required component (see the grant's Scope section).

To accept this amendment, please review the agreement and return the original signed by the authorized official to the Bureau of Community Financial Assistance. The second copy is for your file.

Please review this grant thoroughly with Lisa Schultz, Regional Coordinator at (414) 263-8701or Aaron Larson, of the Bureau of Community Financial Assistance, at (608) 267-9385. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. Thank you for your continued cooperation with Wisconsin's Nonpoint Pollution Abatement program.

Sincerely,

Aaron Larson for

Mary Rose Teves, Director
Bureau of Community Financial Assistance

Enclosure(s)

C: Lisa Schultz, DNR Regional NPS Coordinator

Agenda

URBAN GRANTEE RESPONSIBILITIES

1. Review the grant/amendment document with the departmental project manager listed on the grant. In particular, note the project's authorized scope, the cost-share rate established, the maximum reimbursement amount, and the timeframe for the project period. The grant Conditions also spell-out restrictions on the grant and its reimbursements. Be especially aware of the requirements relating to mandatory erosion & stormwater controls. Also, discuss with them the specifics of your planned project – the pollution source, the practices proposed, the performance standards applicable, and the bidding procedure anticipated. Their considerable experience will materially assist your project.

2. Return evidence of the "local share" required to complete the project with your signed grant document: this component was a key element in scoring; and, given the restrictive project timeframe, coupled with the competition for available grant dollars, grant commitments must be reserved for only those communities able to proceed directly.

3. Urban nonpoint source and stormwater grants may not pay for best management practices associated with new construction or new development. Similarly, grant funds may only be used for water **quality**-related practices; they may not be used for water quantity purposes. These statutory prohibitions may mean that your actual cost-share eligibility might be less than the amount listed in the grant budget under Part 2.

4. Where necessary, initiate very early in the grant process all necessary permits and approvals. Examples include: Chapter 30 and wetland permits, stormwater permits, archeological/historical site clearances, and endangered resource issues.

5. The state statutes and administrative codes governing the urban nonpoint program are very limiting in terms of grant eligible activities. In order to ensure reimbursement for this project, be certain you obtain **prior** approval by your departmental regional coordinator for:
   a. professional service contracts
   b. contracts for planning and/or construction design
   c. construction designs & blueprints for both technical standards and eligibility
   d. construction contracts and contract modifications
   e. appraisals for land acquisition and/or easements

6. If you are installing practices upon land owned by someone else, you must first sign a "cost-share agreement" with the affected land owner, record it with the operation & maintenance period, and submit it to your regional coordinator.

7. Grant payments (cost-sharing) are made on a reimbursement basis. When you incur and pay expenses for this project, you must submit a reimbursement request -- along with the required payment verification (billings, payment vouchers and dates & nos. of checks paid) -- **no later than** the end of the month following the quarter in which you incurred those expenses. For example, if expenses were incurred and paid between January and March, you must request reimbursement for those expenses no later than April 30th. You may, of course, send requests more frequently.

8. At the end of each quarter, you are also required to provide your regional coordinator with a report detailing the progress to-date and updating the project schedule -- difficulties or delays, if any; changes in the timetable; adjustments in the budget; modifications in the contract. When the construction project achieves substantial completion, arrange for the regional coordinator to accompany a final inspection; provide them with as-build drawings and an inspection certification. A **final report** is required to be submitted to your regional coordinator and accepted before the department may release a final reimbursement.

9. All financial records pertaining to this grant must be retained for a period of three (3) years following the conclusion of the grant period, or three (3) years after the final reimbursement, whichever is later. If circumstances warrant, the department may require that you retain such records for a longer period to accommodate a final audit of grant transactions.

State of Wisconsin
Department of Natural Resources
Agenda
Community Financial Assistance
Post Office Box 7921 -- CF/2
Madison, Wisconsin 53707-7921

WISCONSIN URBAN NONPOINT SOURCE WATER POLLUTION ABATEMENT & STORMWATER MANAGEMENT GRANT PROGRAM

-- GRANT AMENDMENT --

Form 8700-327a (10/10)

Notice: You are required to agree to terms of the grant agreement, sign and return this form to establish reimbursement eligibility for the Runoff Management Grant Program, authorized under s. 281.65 and 281.66, Wis. Stats., and chs. NR 151, 153, 154, 155 and 283, Wis. Adm. Code. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USC-FX07-67181-12B	Grant Award Date January 1, 2012	Date of Amendment April 12, 2016	Amendment Number 2
Grantee Village Of Sussex			**Total Grant Amount** **$200,000**
Project Name Spring Creek Daylighting			Watershed Upper Fox River-Illinois
Authorized Representative Jeremy Smith, Village Administrator		Project/Grant Period From January 1, 2012 Through **December 31, 2015**	
Street Address N64 W23760 Main Street		Grantee Contact Melissa Weiss, Assistant Administrator	
City, Zip Code, County Sussex, 53089 Waukesha County		Contact's E-mail Address mweiss@villagesussex.org	
Telephone Number (262)246-5231 Fax No. (262)246-5222			
Name of Department Regional Coordinator and Phone Number Lisa Schultz, (414) 263-8701		DNR Region Southeast Region	

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items can**not** be exceeded without amendment.

	Original or Former Award	Amendment Amount	Amended Grant Amount
1. Project Cost-Share Reimbursements For:			
a. **Engineering Services**	$24,930	0	$24,930
b. **Property Acquisition**	$76,000	-$26,000	$50,000
c. **Construction**	$99,070	+$26,000	$125,700
2. Other	0	0	0
3. **Total Urban Construction Grant Amount**	**$ 200,000**	**$ 0**	**$ 200,000**

PART 3. PURPOSE AND SCOPE

This Urban Nonpoint Source and Stormwater Management grant amendment extends the grant period to December 31, 2015.

The amount listed in the line-item under Part 2 (above) is the maximum amount which the Department may reimburse you under this grant, unless lesser limitations are imposed by the contract approval letter(s). All terms and conditions of the original grant remain in effect, unless specifically amended. Grantee's obligations for quarterly reimbursement requests and progress reports continue. Grantee must continue to obtain **prior approval** of all consultant or personal-service contracts, designs, construction contracts, and appraisals; and, reimbursement requests must be accompanied by the required payment documentation. The Regional Coordinator must be notified regarding substantial completion, final inspection and certification. A *Final Report* is required before the Department may release the final reimbursement.

-- SCOPE CONTINUED - OVER --

Agenda

Project Eligibility

[Insert here, press F11]

Environmental Protection. The grantee is responsible for following all federal and state regulations for detecting and managing contaminated soils or solid waste encountered during installation of the best management practices funded under this grant. If such materials are encountered, the grantee shall immediately contact the DNR Regional Grant Manager. The Department may terminate this grant if it determines that installation and operation of the best management practices may facilitate movement of hazardous substances to waters of the state.
Assistant Administrator

Contract Approvals. All consultant and construction contracts must be approved by the Department **prior** to grantee signing in order to determine reimbursement eligibility and conformity with practice technical standards. All appropriate permits must be obtained prior to commencement of construction, and the design must be approved by the department.

Grantee Stipulated Obligations. Your application stipulated that grantee has in place erosion control and stormwater management ordinance(s). In addition, under the Multiplier section of the application, you indicated that the community implemented: a pollution prevention I & E program; a nutrient management plan for municipally-owned properties; and, a stormwater permit tracking system. Also, under Question No. 2, Project Evaluation Strategy, the municipality agreed to model or otherwise calculate sediment delivery from the site, comparing pre-construction and post-construction delivery. Substantiation of all these grant commitments must be documented in the *Final Report* (below).

Final Report. When requesting final payment, grantee shall also submit a **final report** to the department regional coordinator. Final reimbursements will not be made until the final report is approved. Use this link to access the *Final Report* materials: http://dnr.wi.gov/Aid/UrbanNonpoint.html

REIMBURSEMENT DEADLINES	
Eligible Expenses Incurred	Reimbursement Request Due Date
1st Quarter of the Calendar Year	April 30th
2nd Quarter of the Calendar Year	July 31st
3rd Quarter of the Calendar Year	October 31st
4th Quarter of the Calendar Year	January 31st

Grantee shall provide the Regional Coordinator with a project update each quarter.

Agenda

IONS

The State of Wisconsin Department of Natural Resources (Department) and the Grantee, in mutual consideration of the provisions of this document, agree as follows:

Section A – General Requirements

A1. This agreement and all activities undertaken pursuant to this agreement are subject to the provisions of s. 281.65, Wis. Stats., and chs. NR 151, 153, and 154, Wis. Adm. Code. All amendments to this grant agreement shall be executed in writing.

A2. Eligibility for cost-sharing reimbursement is governed by the provisions of s. NR 154.04 and ch. NR 153, Wis. Adm. Code, by the stipulations or limitations in this grant's *Scope* provisions, and by the applicable contract approvals by the department, as required under provision B1.

A3. The Grantee may not receive reimbursement for costs which either exceed the amounts listed in Part 2, or are not authorized by the *Scope* of this agreement. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the grant cost-share amount due to the eligibility requirements of the statute and codes. Reimbursements are contingent upon availability of State funds.

A4. Neither the grantee nor any landowner may adopt any land use or practice that reduces the effectiveness or defeats the purposes of the best management practices installed under this grant.

Section B – Grantee Responsibilities

B1. All professional service and construction contracts, construction designs, and appraisals must be approved by the department regional coordinator prior to signing or entering into such commitments. Grantee must obtain all required permits prior to construction.

B2. If constructing on non-grantee-owned property, the Grantee shall enter into cost share agreements with landowners and land operators on forms provided by the Department. The cost share rates may not exceed the rates specified in the applicable administrative code governing this grant or in the Scope section of this grant. Such agreements and amendments shall be recorded with the Register of Deeds and promptly submitted to the department regional coordinator. The Grantee agrees to perform periodic inspections beyond the grant period to ensure that all cost share recipients are complying with the maintenance requirements in accordance with the applicable administrative code governing this grant.

B3. The Grantee shall submit reimbursement requests on the worksheets provided by the Department and accompanied by verification of project expenses, at least quarterly, as specified in the *Scope* section.

B4. The Grantee shall comply with the cost containment and procurement procedures in the applicable administrative codes governing this grant. The Grantee shall maintain a financial management system, separate from all other grantee activities, for this grant. Accounting and fiscal records shall be maintained in accordance with the applicable administrative codes governing this grant. At a minimum, grantee shall retain and make available all fiscal records pertaining to this grant for three years after the date of final settlement, or three years after the end of the Grant Period, whichever is later, or for a longer period if required by the department for audit purposes.

B5. The Grantee shall submit progress reports at the conclusion of each quarter of the project period to the department regional coordinator identified in Part 1 of this agreement. Within six months after the end of the grant period, grantee must submit a final report to the regional coordinator detailing practices installed and results expected/obtained, along with a maintenance strategy for the practices installed.

Section C – State and Federal Requirements

C1. If historical/cultural artifacts are unearthed during any earth disturbance under this grant activity, Grantee is to immediately notify the department regional coordinator to determine the appropriate response.

C2. The Grantee shall ensure that Department representatives have access to land on which grant-funded activities are undertaken during period of best management practice installation, operation and maintenance, or for performance auditing purposes.

C3. The Grantee shall indemnify the Department and all of its officers, employees and agents against, and hold harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, to person or property, including attorney's fees, arising out of, connected with or resulting from the occupancy, use, acts or omissions of the Grantee's employees, agents or representatives.

C4. The Grantee or its employees or agents are not employees or agents of the Department for any purpose including Worker's Compensation.

C5. The grantee shall not issue funds from this grant to individuals if that individual is delinquent in child support or maintenance payments [s.144.25(9)(L), Wis. Stats]. The grantee shall comply with this condition by verifying a cost share recipient non-delinquent at the time of signing a cost share agreement by accessing the Department of Workforce Development website.

C6. In connection with the performance of work under this agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision includes but is not limited to 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. The Grantee agrees to provide and post notices in conspicuous places, available for employees and applicants for employment, setting forth the provisions of this nondiscrimination clause. Grantee shall take affirmative action to ensure equal employment opportunities.

-- Continued – Over --

Agenda

PART 2 - INELIGIBLE COSTS

1. Costs incurred, or work performed, either prior to or after the grant period [page 1, Part 1], unless specifically authorized in the grant *Scope*.
2. Costs for installation of a best management practice which does not meet the conditions of the applicable administrative codes governing this grant, or which are inconsistent with the grant application.
3. Costs for practices identified as ineligible practices in the applicable administrative codes governing this grant or which are specifically excluded in the contract approval letter.
4. Costs which exceed or do not satisfy the cost containment procedures of the applicable administrative code governing this grant.
5. Costs to perform operation and maintenance of best management practices.
6. Costs specified in NR. 153.15(2), Wis. Admin. Code.

FOR THE GRANTEE
By:

Authorized Representative

Title

Date Signed

(Printed Name, If Different Than Authorized Representative on P.1)

FOR THE STATE OF WISCONSIN
By

Aaron Larson for

Mary Rose Teves, Director
Bureau of Community Financial Assistance

4/12/16

Date Signed

Agenda

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

M E M O R A N D U M

To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: May 27, 2016
Re: Main Street Reconstruction – Gas Main Easement in Old Brooke Square Park

The existing 8" gas main in the south curb line of Main Street was found to be in conflict with the proposed bridge. The gas main could not be installed under the bridge footings. Therefore, We Energies Gas proposed relocating the main south of the wing wall footings through a portion of Old Brooke Square Park, necessitating an easement.

The easement document contains standard language and staff recommends that the Committee and Board approve the easement.

End.

Agenda

Document Number

DISTRIBUTION EASEMENT
GAS

WR NO. **3927397** IO NO. **MRS48402214**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF SUSSEX,** hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN GAS LLC, a Wisconsin limited liability company doing business as We Energies,** hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being part of Grantor's land as described in the **Warranty Deed** recorded **May 2, 1995** in the office of the Register of Deeds in and for Waukesha County as **Document No. 2036037** being part of the **Northwest 1/4 of Section 26, Township 8 North, Range 19 East** in the Village of Sussex, Waukesha County, Wisconsin.

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

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

SUXV0246987
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review**: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

Agenda

Grantor:

VILLAGE OF SUSSEX

By _____

Gregory L. Goetz, Village President

By _____

Susan M. Freiheit, Village Clerk-Treasurer

Personally came before me in _____ County, Wisconsin on _____, 2016,

the above named _____, the _____

and _____, the _____

of the VILLAGE OF SUSSEX, for the municipal corporation, by its authority, and pursuant to Resolution File

No. _____ adopted by its _____ on _____, 2016**.**

_____

Notary Public Signature, State of Wisconsin

_____

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

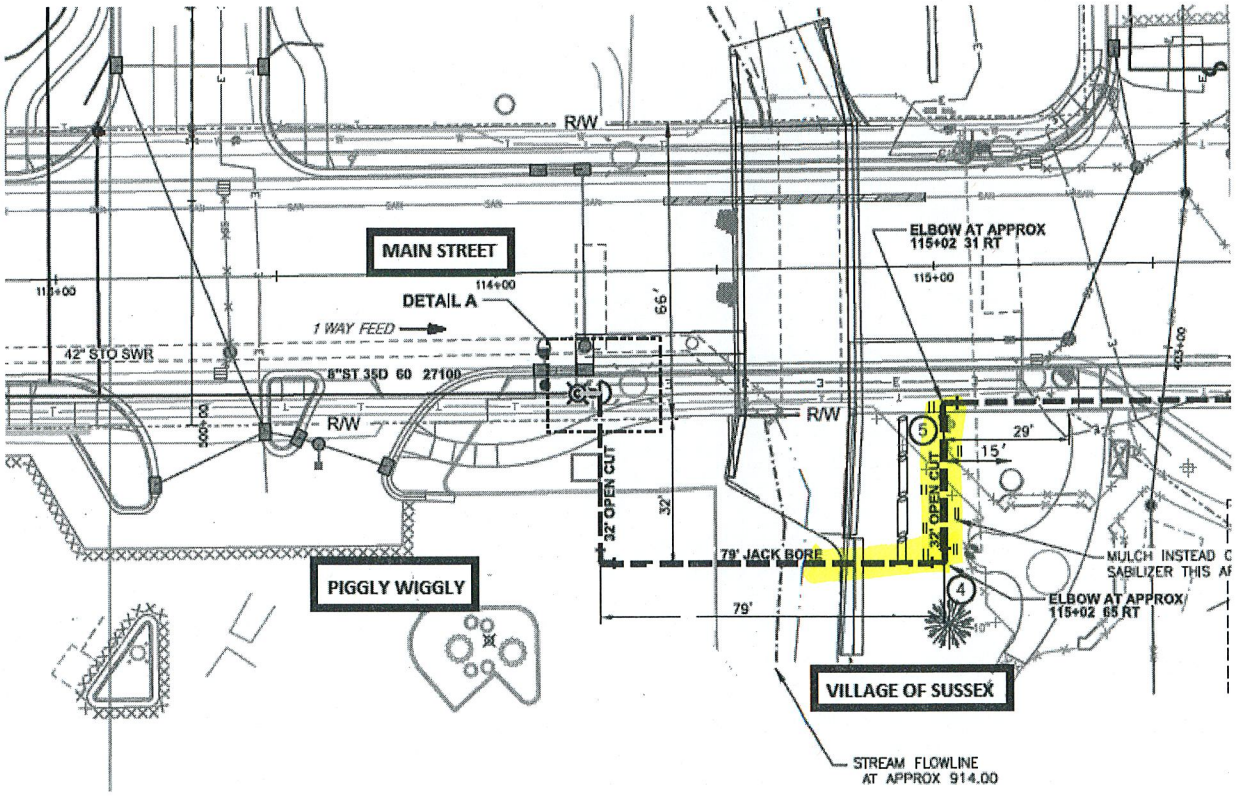
My commission expires _____

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

Agenda

TEMPORARY EXHIBIT A

= Proposed Easement Area



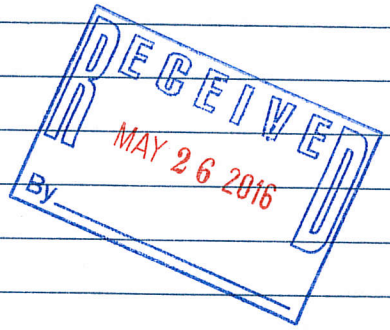
Agenda

5-9-16

Village of Dyesser
Att: Jeromy Smith

Dear Jeromy
I would like to make
an offer on your
street lights of $50.00
each

Thanks Al Ipanti



Agenda

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

M E M O R A N D U M

To: Melissa Weiss, Assistant Village Administrator / Public Works Director
From: Judith A. Neu, Village Engineer
Date: June 1, 2016
Re: Engineering Monthly Report – May 2016

Main Street Reconstruction – Phase 1:

- Construction started April 1, 2016.
- Business meetings are scheduled for 1st and 3rd Wednesdays at 2:00 PM at Village Hall. Turnout has been low, but will increase again as we start the next stage in a month or so.
- Work for the next month will consist of bridge installation, completion of Piggly Wiggly Seat Wall and sign base, curb and gutter, sidewalk and pavement in Stage 1 Main Street, street lighting and traffic signal work, water main and storm sewer in the Orchard and Main intersection, and removal of the Youth Hall building.
- The Civic Campus parking lot is open, accessible from Ivy Avenue or Main Street.
- Installation of the conduit for the fiber line between the new Civic Campus building and the Public Safety Building is complete. Cable still needs to be pulled through it.
- Some work on the electric line replacements north of Main Street is expected to start in late June.

Miscellaneous

- New playground equipment installation at Weyer Park is starting next week.

Developments:

- Village Estates: Curb at interim inlets has been poured. Milling and top lift of asphalt in phases 1 and 2 is tentatively scheduled for June 7th or 8th. Deadline for installation is to be June 15, 2016.
- Woodside Ridge (Butler Farm): Road and utilities are complete. Some punch list items remain.
- Sussex Preserve: Utility work is complete, curb and gutter and pavement have been installed on extension of Maple Grove Lane, but road remains closed. Road construction is expected to continue when the site has had a chance to dry. Private utility installation has started.
- Johannsen Farms: Road and utility plans have been reviewed. Developer would like to start construction in June.
- Marchese / Duchow: Phase 2 plans, including extension of Freiheit Court, the water main loop, and sanitary sewer extension, have been reviewed.

END.

Agenda

Covenants

Document #

SECOND AMENDMENT TO PROTECTIVE

COVENANTS FOR VILLAGE ESTATES

THIS AMENDMENT TO PROTECTIVE COVENANTS FOR VILLAGE ESTATES is made this 1st day May, 2016, by Cotey Family, LLC, a Wisconsin limited liability company (hereinafter the "Developer");

WITNESSETH:

WHEREAS, Developer has developed the real estate described as follows into a residential subdivision known as Village Estates:

Lots 1 through 34 of Village Estates located in the Northwest ¼, Southwest ¼, Northeast ¼ and Southeast ¼ of the Southwest ¼ of Section 23, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, Wisconsin; and

Recording Area

Name and Return Address
Kasey Fluet Assistant Development Director
Village of Sussex
N64W23760 Main Street
Sussex, WI 53089

WHEREAS, Developer, on the 22nd day of August, 2006, executed the Protective Covenants for Village Estates which was recorded in the Office of the Register of Deeds for Waukesha County on August 28, 2006 as Document No. 3415765;

WHEREAS, pursuant to the provisions of Section 5.4 and 5.10, the Developer is amending the Protective Covenants for Village Estates.

NOW, THEREFORE, the Developer does hereby amend the Protective Covenants for Village Estates as follows:

The provisions of Section 4.1 are deleted in their entirety and the following new paragraph 4.1 is inserted.

4.1 Plans and Specifications. No building, wall, fence, sign, shed, driveway, walkway, swimming pool, deck, patio, gazebo, play equipment or other structure or improvement shall be erected, constructed or maintained upon any Lot, nor shall any change or alteration be made thereto, unless complete plans and specifications have been submitted in duplicate to, and approved in writing by, the Review Board. The plans and specifications submitted shall include, in addition to detailed construction plans, a site plan showing the exact size and location of each building, fence, wall, or other structure, the elevation thereof, the grade of the Lot, grades adjacent to the Lot, the proposed finished grade and garage floor grade for the building, sump pump discharge locations, existing mature trees on the Lot, a building elevation or rendering of the building or structure to be constructed, a detailed landscaping plan, and detailed specifications as to materials, colors (including samples) and equipment to be installed in the structure (collectively the "Plans and Specifications"). The address and telephone number of the Lot Owner and other person designated to

receive the response of the Review Board shall be included with any submission of Plans and Specifications. Each Lot owner must strictly adhere to and finish grade its Lot in accordance with the Master Site Grading Plan or any amendment thereto approved by the Village Engineer on file at the office of the Village Clerk. The Developer and/or the Village and/or their agents, employees or independent contractors, upon written notice to the owner of a vacant Lot, 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 Lot owner is responsible for the cost of the same.

The provisions of Section 5.4 are deleted in their entirety and the following new paragraph 5.4 is inserted:

5.4 Setbacks. The required minimum building setbacks for each Lot are as follows:

Lot #	**Front**	**Side**	**Rear**
1	30	15-26	40
2	30	15	40
3	30	15	40
4	30	15	40
5	30	15	25
6	30	15	25
7	30	15	25
8	30	15	25
9	30	15	25
10	30	15	28
11	30	15	28
12	30	15	28
13	69	15	25
14	65	15	25
15	60	15	25
16	30	15	25
17	30	15	25
18	30	15	25
19	30	15	25
20	30	15	25
21	30	15	25
22	30	15	25
23	30	15	62
24	30	15	62
25	30	15	62
26	30	15	62
27	30	15	62
28	30	15	62
29	40	15	62
30	50	15	62
31	50	15	see CSM
32	50	15	25
33	30	15	25
34	30	15	25

This form was drafted by Donald R. Cotey, Jr – Managing Member

Agenda

The provisions of Section 5.10 are deleted in their entirety and the following new paragraph 5.10 is inserted:

5.10 Outbuildings and Temporary Structures. Other than dwelling units, storage sheds and other structures and improvements approved in advance by the Review Board pursuant to Section 4.1, no structure of any kind, including, but not limited to, any tent, skateboard ramp, detached garage, garage apartment, stable, barn or kennel shall be moved onto or constructed upon any Lot within the Subdivision.

IN WITNESS WHEREOF, Developer has signed and sealed this instrument by its duly authorized representatives.

COTEY FAMILY, LLC

By: _____
Title: _____

STATE OF WISCONSIN)
SS
_____ COUNTY)

Personally came before me this _____ day of _____, 2016, the above-named the Cotey Family, LLC, by _____, to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
Notary Public, State of Wisconsin
My Commission: _____

This form was drafted by Donald R. Cotey, Jr – Managing Member

Agenda

APPROVAL OF VILLAGE OF SUSSEX

The Village of Sussex does hereby approve the Protective Covenants for Village Estates as amended by this Amendment.

VILLAGE OF SUSSEX

By: _____
Title

By: _____
Title

STATE OF WISCONSIN)
SS
_____ COUNTY)

Personally came before me this _____ day of _____, 2016, the above-named Village of Sussex, by _____, its _____, and _____ its _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____
_____
Notary Public, State of Wisconsin
My Commission: _____

This form was drafted by Donald R. Cotey, Jr – Managing Member