



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

**AGENDA
PUBLIC WORKS COMMITTEE
VILLAGE OF SUSSEX
6:00 P.M. TUESDAY, FEBRUARY 2, 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 January 5, 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 Sewer, Water, Stormwater Items:
 - A. 2016 Visu-Sewer Contract
 - B. Ruekert & Mielke Services Proposal - Phosphorus Compliance Schedule
6. Consideration and possible action on Sidewalk and Street Items:
7. Consideration and possible action on Other Public Works Items:
 - A. Update on Garbage
8. Staff report, update and issues, and possible action regarding subdivision, developments, and projects:
 - A. Engineer's Report
 - B. Amended Developer's Agreement for the Farmstead, Corners, Mammoth North, and Mammoth South Mixed Use Downtown Developments.
9. Other discussion for future agenda topics
10. Adjournment.

Tim Dietrich
Chairperson

Jeremy Smith
Village Administrator

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

VILLAGE OF SUSSEX
SUSSEX, WISCONSIN

Minutes of the Public Works Committee meeting held on January 5, 2016.

Greg Goetz called the meeting to order at 6:03 p.m.

Members present: Rick Vodicka, Trustee Bob Zarzynski and President Greg Goetz.

Members excused: Matt Carran and Tim Dietrich.

Staff present: Administrator Jeremy Smith, Asst. Administrator Melissa Weiss and Village Engineer Judith Neu.

Others present: Bill Wiesneski and Trustee Pat Tetzlaff.

A quorum of the Village Board was not present at the meeting.

A motion by Zarzynski, seconded by Vodicka, to approve the minutes of the December 1, 2015 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 Vodicka, seconded by Zarzynski, to recommend that the Village Board approve the Public Works bills for payment in the amount of \$755,370.94 as presented. Motion carried.

A motion by Goetz, seconded by Vodicka, to move agenda item no. 7A to this point in the meeting. Motion carried.

Committee discussed the garbage policy for large families needing a second garbage tote. No action was taken and Committee directed staff to include this in the 2017 Budget for consideration by Village Board.

Committee resumed the regular agenda at this time.

Sewer, Water and Stormwater Items: None.

Sidewalk and Street Items:

Ms. Neu gave an update on the Main Street Reconstruction Project.

Other Public Works Items: None.

Engineer's Report.

Ms. Neu presented her report.

Other discussion for future agenda topics: Update on new trash/recycling service.

A motion by Zarzynski, seconded by Vodicka, to adjourn the Public Works Committee meeting at 6:26 p.m. Motion carried.

Respectfully submitted,

Melissa Weiss
Asst. Village Administrator



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

MEMORANDUM

To: Public Works Committee
From: Dennis Wolf, Assistant Public Works Director Operations
Date: 1/26/2016
Re: 2016 Sanitary Sewer Cleaning Agreement

Yearly, the Village of Sussex contracts for sanitary sewer cleaning services, as well as receiving pricing on sewer television inspections, and emergency services. The Village of Sussex has been contracting with Visu Sewer since the early 1980s, when the first five year rotating sanitary sewer cleaning program started. Visu Sewer is located in Pewaukee, and can be called upon in short notice if an emergency situation were to occur.

The pricing for the 2016 sanitary sewer maintenance agreement has changed slightly from the six previous years. The rates for three main services of sewer cleaning, emergency sewer cleaning and television inspection (Minimum 600-1499 linear foot) have remained the same as in the previous six years contracts. Television inspection of a minimum of 1,500-1,999 LF has increased from \$0.72 per LF to \$0.77 per LF. Also, television inspection of a minimum of 2,000 LF and up has increased from \$0.70 LF to \$0.75 LF. As there is no large scale televising scheduled this year, as in past years road programs, these increases should not impact our budget at all.

Staff recommends approving the 2016 sanitary sewer maintenance agreement with Visu Sewer.



2016 Sewer Maintenance Agreement

To: Dennis Wolf
Village of Sussex
N64 W23760 Main St.
Sussex, WI 53089
262-246-5184

From: Mike Blazejovsky
Visu-Sewer, Inc.
W230 N4855 Betker Dr.
Pewaukee, WI 53072
414-335-2538

Date: 1/25/2016

Project: 2016 Sanitary Sewer Maintenance Agreement

Visu-Sewer, Inc. is pleased to offer the following proposal to perform 2016 sanitary sewer maintenance services for the Village of Sussex. The prices to complete this work are as follows:

1. Sanitary Sewer Cleaning 40,000 LF +/- at \$0.26 per LF
2. Root Cutting at \$0.35 per LF
3. Emergency Sewer Cleaning at \$135.00 per hour
4. Cleaning of lift stations at \$165.00 per hour
5. TV Inspection – Minimum 600-1499 LF at \$0.97 per LF
6. TV Inspection – Minimum 1500-1999 LF at \$0.77 per LF
7. TV Inspection – Minimum 2000 LF and up at \$0.75 per LF

The sanitary sewer cleaning will be completed with a combination sewer cleaning and vacuum machine, series 2100 vacuum unit.

The Village of Sussex is asked to provide the following: Access to all manholes, hydrant access for cleaning equipment (without charge), and a dumpsite for all the debris removed from the system.

Visu-Sewer will provide all labor, equipment and materials to complete the above described work per NASSCO specifications. Upon completion of the cleaning and TV Inspection, Visu-Sewer will provide associated reports and DVDs for the inspection work performed.

If you have any questions regarding this quotation, please contact Randy Belanger or me at 262-695-2340.



All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. VSC&S, Inc. is authorized to do the work as specified.

Date: _____

Signature: _____



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

MEMORANDUM

To: Public Works Committee
From: Dennis Wolf, Assistant Public Works Director Operations
Date: 1/27/2016
Re: W.W.T.P. Phosphorus Compliance Schedule

As required by the Wisconsin Department of Natural Resources under its current WPDES permit, the Village of Sussex Wastewater Treatment Plant must follow a Phosphorus Compliance schedule, to comply with the new effluent limits for phosphorus. Currently, our effluent phosphorus limit is 0.85 mg/L, but by 2022, it will be 0.075 mg/L. The yearly reports to the Wisconsin Department of Natural Resources shall provide a plan and schedule for implementation of improvements and modifications to the treatment plant to achieve the effluent phosphorus limits.

Ruekert & Mielke provided services for the first year of the Phosphorus Compliance Schedule, and staff was very pleased with the work and report that was submitted. They have submitted a proposal for 2016, to again provide assistance for our ongoing efforts to comply with the schedule given in our wastewater permit. These services include coordination and analysis for ongoing studies at the treatment plant, including a pilot study of a rare earth element chemical coagulant. Services also include additional analysis of Water Quality Trading options in light a study results, comparison of the pilot study results to other similar wastewater facilities in Southeastern Wisconsin, and completion of the summary report required in the Phosphorus Compliance Schedule by September 30, 2016.

The approximate cost of the above described services is \$6,310. Staff recommends that a contingency fund of \$690 (10.9%) be established for a total allocation not to exceed \$7,000. Staff recommends approval of the Ruekert & Mielke services proposal.

This is the second step in complying with the permit requirements. Yearly, until 2020, a report is required to be submitted to the DNR regarding the compliance plans. These reports may include updates on operational changes, and minor facility modifications, preliminary engineering plans, and final engineering plans addressing treatment plant upgrades. Staff will review scope of work provided by Ruekert & Mielke for this year, and may continue with them in the future, under a new contract.

W233 N2080 Ridgeview Parkway • Waukesha, WI 53188-1020 • Tel. (262) 542-5733

January 15, 2016

Mr. Dennis Wolf
WWTP Superintendent
Village of Sussex
N64 W23760 Main Street
Sussex, WI 53089

RE: Proposal for Assistance with Phosphorus Compliance Schedule Activities

Dear Mr. Wolf:

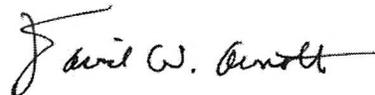
Ruekert & Mielke, Inc. (R/M) is pleased to submit a proposal to provide assistance for ongoing efforts to comply with the Phosphorus Compliance Schedule given in the Village's wastewater permit. These services include coordination and analysis for ongoing studies conducted at the Sussex Wastewater Pollution Control Facility (WPCF), including a pilot study of a rare earth element chemical coagulant. Services also include additional analysis of Water Quality Trading options in light of study results, comparison of the Sussex WPCF study results to other similar wastewater facilities in Southeast Wisconsin, and completion of the summary report required in the Phosphorus Compliance Schedule.

The above described professional services will be performed by September 30, 2016. The services will be supplied in accordance with R/M standard rates at an approximate cost of \$6,310. The breakdown of hours is included in the attached level of effort.

The above described professional services will be provided to you in accordance with the attached two page **Village of Sussex Standard Terms & Conditions (Engineering)** dated March 5, 2015, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Very truly yours,

RUEKERT & MIELKE, INC.



David W. Arnott, P.E. (WI)
Team Leader/Senior Project Manager
darnott@ruekert-mielke.com

DWA:tag
Enclosure

cc: Steven C. Wurster, P.E., Ruekert & Mielke, Inc.
Mark B. Van Weelden, E.I.T., Ruekert & Mielke, Inc.
File

~Marketing Dept > PROPOSALS > Proposals 2016 > CT 01_SCW > Sussex, Village of > Assistance with Phosphorus Compliance Schedule Activities > Wolf-20160115-Proposal for Assistance with Phosphorus Compliance Schedule Activities.docx~

Letter to Mr. Dennis Wolf
WWTP Superintendent
Village of Sussex
January 15, 2016
Page 2

CLIENT NAME:

Village of Sussex

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

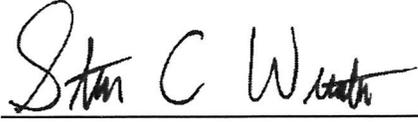
Name: _____

Title: _____

Phone Number: _____

ENGINEER:

Ruekert & Mielke, Inc.

By:  _____

Title: Senior Vice President/COO

Date: January 15, 2016

Designated Representative:

Name: David W. Arnott

Title: Team Leader/Senior Project Manager

Phone Number: (262) 542-5733

Project : Village of Sussex Phosphorus Compliance Schedule Assistance					
			Level of Effort: (Hours)	56.0	
			Date:	1/14/2016	
	Task	E-6 DWA	E-2, MBV	AA	Project Task Total Hours
1	Additional speciation testing		3		3.0
2	Coordination and analysis of current dosing data and effluent data		3		3.0
3	Rare earth element pilot test coordination and analysis	5	15		20.0
4	Water quality trading assessment		10		10.0
5	Overall compliance analysis and comparison to similar facilities	3	5		8.0
6	Compliance Alternatives, Source Reductions, Improvement and Modifications	1	10	1	12.0
	Total Hours:	9.0	46.0	1.0	56.0
	Rate:	\$ 151	\$ 104	\$ 67	
	Task Totals:	\$ 1,359	\$ 4,784	\$ 67	
	Reimbursables (Photos, Mileage, Copying)	\$ 100			
	Total Cost:	\$ 6,310			

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said forty fifth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability, Professional Liability and Excess Liability and will add the Owner, where applicable, as an additional insured. Engineer will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice. In such event, upon payment of any amounts properly due Engineer, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to Engineer's Services prepared by Engineer under this agreement shall be delivered to the Owner.

In the event of suspension or cancellation for cause by Owner, Engineer shall not be relieved of liability to the Owner for damages sustained by Owner, and Owner may withhold any payments to Engineer for the purpose of set off until such time as the exact amount of damages due the Owner from the Engineer is determined.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, liability, losses, and damages (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court or arbitration or other dispute resolution costs) caused solely by the negligent acts, errors or omissions of Engineer or Engineer's officers, directors, partners, employees, consultants and sub-consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, liability, losses, and damages (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court or arbitration or other dispute resolution costs) caused solely by the negligent acts, errors or omissions of Owner or Owner's officers, directors, partners, employees, consultants and sub-consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

5. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

1. Owner and Engineer recognize that applying Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Owner and Engineer agree as follows. When Owner receives public records requests for matters that Owner believes might be proprietary or confidential information, Owner will notify Engineer of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Engineer shall either provide Owner with the record that is requested, for release to the requestor; or Engineer shall advise Owner that Engineer objects to the release of the requested information, and the basis for objection. If for any reasons Owner concludes that Owner is obligated to provide a record to a requestor that is in Engineer's possession,

Engineer shall provide such records to Owner immediately upon Owner's request. Engineer shall not charge for work performed under this paragraph, except for the "actual, necessary, and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

2. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference Engineer shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Owner, its officers, directors, partners, employees, and consultants caused by (i) Owner's denial of a records request, based upon objections made by Engineer, or (ii) Engineer's failure to provide records to Owner upon Owner's request, or (iii) Owner's charges made to a records requestor, based upon reimbursement of costs Engineer charged to Owner in responding to a records request; or (iv) Owner's lack of timely response to a records request, following Engineer's failure to timely respond to Owner as required herein; or (v) Owner's provision of records, with the limitations of this clause being to the provision of the record itself, to the requestor that were provided to Owner by Engineer in response to a records request, not the contents of said records. Engineer's claim of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that Owner may provide all requested documents, programs, data, and other records to the requestor, upon failure by Engineer to defend, indemnify or hold harmless the Owner as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records. Engineer's total liability shall not exceed the limits provided under paragraph J. or paragraph M. of this Exhibit.

END OF DOCUMENT



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

MEMORANDUM

To: Melissa Weiss, Assistant Village Administrator / Public Works Director
From: Judith A. Neu, Village Engineer
Date: January 28, 2016
Re: Engineering Monthly Report – January 2016

Well #2 Radium:

- Staff continues negotiating draft consent decree with DNR for radium.

Main Street Reconstruction:

- Main Street Reconstruction – Phase 1 is out for bids. Bid opening is February 11, 2016.

Playgrounds @ Grogan and Weyer Parks:

- Project to remove playground at Grogan Park and reinstall the Weyer Park playground at Grogan is out for bids. Bid opening is February 11, 2016. The removal of Weyer Park playground will be completed by April 15th, and the reinstallation at Grogan will be complete by May 13th. The new playground at Weyer will be a separate project. The installation is expected to begin in June.

Miscellaneous

- Pewaukee River Floodplain Study – FEMA of Letter of Map Change document submitted to FEMA at end of November. A public hearing on the revisions will need to be held before the plan commission.
- 2015 Road Program project is complete except for a few minor “punch list” items.
- Inspection of Village owned Storm Ponds is complete. Staff will be prioritizing repair needs.
- Illicit Discharge inspections for 2015 were completed by staff. Report is nearly complete.
- Clover Drive Bridge inspection and report completed. Culverts have continued to deteriorate. May need to consider repairs / relining in 2017.

Ammonia

- No complaints received – continue to adjust chlorine dosing at well #5 based on levels. Well #2 is not being used due to complaints.

Developments:

- Village Estates: Pavement repairs completed in Phase 1. Top lift of asphalt remains in phases 1 and 2, to be installed by June 15, 2016.
- Meijer: Executive Drive, Lisbon Road and signal work is essentially complete. Building construction is progressing. The traffic signals at K and Executive are currently in flash and will be fully operational soon.
- Woodside Ridge (Butler Farm): Road and utilities are complete. Some sidewalk construction and punch list items remain. Final plats are recorded.
- Sussex Preserve: Private grading work has been suspended until Spring. Utility work is complete, curb and gutter and pavement have been installed on extension of Maple Grove Lane, but road remains closed. Road construction will continue in Spring. Private utility installation has started.
- Marchese / Duchow: DOT and County have given direction on road and traffic signal work needed for remaining development.

END.

**FIRST AMENDMENT TO THE DEVELOPER'S AGREEMENT FOR THE
FARMSTEAD, CORNERS, MAMMOTH NORTH, AND MAMMOTH SOUTH
MIXED USE DOWNTOWN DEVELOPMENTS VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN**

This First Amendment (“First Amendment”) to the Developer’s Agreement for the Farmstead, Corners, Mammoth North, and Mammoth South Mixed Use Downtown Developments dated on or about _____, 2015 (the “Developer’s Agreement”) made this _____ day of _____, 2016, between ECT International Inc., a Wisconsin-based business corporation, with offices at 4375 Pilgrim Hollow Court, Brookfield, WI 53005 hereinafter called "DEVELOPER", and the VILLAGE of Sussex in the County of Waukesha and the State of Wisconsin, hereinafter called the "VILLAGE".

RECITALS:

WHEREAS, pursuant to the Developer’s Agreement, DEVELOPER would complete construction to earn certain incentives that would benefit VILLAGE and DEVELOPER upon DEVELOPER obtaining certain economic threshold milestones at certain specific dates in order to ensure the TIF District could pay said funds; and

WHEREAS, the Developer’s Agreement and the related Mammoth Springs Development had anticipated certain costs in the TIF Plan, which have changed as some property was not acquired, but other properties were, and the Phase 2 of the Corners and Mammoth South Development has been pursued more quickly than anticipated, with the purchase of the one parcel between the new Silver Spring and the Corners project, which will allow a stronger mixed use development to occur at the site; and

WHEREAS, the DEVELOPER construction of the Mammoth Springs development is ahead of schedule and the DEVELOPER is ahead of schedule for the developments set forth in the Developer’s Agreement, and

WHEREAS, realizing the completion of the developments ahead of schedule is beneficial to the VILLAGE in progression of the vitalization in the downtown, simplifies the administration of this agreement, promotes stronger Village infrastructure designs, and benefits the TIF District, while benefiting the DEVELOPER from having the improved infrastructure; and

WHEREAS, the DEVELOPER by purchasing the remaining parcel between the new route of Silver Spring and the remaining Corner’s development (known as the liquor store parcel, tax key number SUXV0246991, hereinafter referred to as the “Additional Lot”) the DEVELOPER would incur additional costs and is seeking to shift incentive costs that were scheduled to be paid by the Village to ECT, International from the Mammoth Springs site to allow the transaction and will grant the Village a portion of said parcel to better install the new Silver Spring improvements, which will benefit the VILLAGE, and in turn will help the TIF District and the DEVELOPER’s projects, and

WHEREAS, the net amount of TIF project costs are not increasing or changing, but their project orientation is and the Village wants a clear accounting of those costs; and

WHEREAS, portions of right of way are to be vacated by the Village to allow the developments to proceed and reduce the costs to the Village.

NOW, THEREFORE, in consideration of the terms of the Developer's Agreement and this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Village and DEVELOPER agree as follows:

- I. Section XIX of the Developer's Agreement entitled "TIF Development Incentives, Developer Obligations and Completion of Certain Improvements by Village," Section B, subsection 1. entitled "Phase A-Land Acquisition," subsection D is hereby created to read as follows:

D. Additional Lot Acquisition. The following terms and conditions apply to the acquisition of the Additional Lot, defined above.

1. **Acquisition**. The DEVELOPER shall purchase the Additional Lot, free and clear.

2. **Structure Removal**. The DEVELOPER shall remove all structures on the Additional Lot, in compliance with all applicable laws and ordinances, to the satisfaction of the VILLAGE Engineer.

3. **Certified Survey Map Dedication of Right-of-Way**. The DEVELOPER shall create a certified survey map that includes the Additional Lot, and which dedicates a portion of the Additional Lot to the VILLAGE that is approximately 10 feet in width, for road right-of-way to the satisfaction of the VILLAGE. The certified survey map shall be considered pursuant to all applicable laws. Upon approval, the certified survey map shall be recorded, to accomplish the dedication of the road right-of-way.

4. **Temporary Construction Easement**. The DEVELOPER shall grant to the VILLAGE a Temporary Construction Easement, in the locations depicted in the attached document labeled as "First Amendment Exhibit 1," in a form approved by the VILLAGE Attorney. This easement shall allow the VILLAGE to use the easement areas for staging and parking of construction vehicles, equipment and materials, related to the Village's road construction project. This easement shall be granted to the VILLAGE, and recorded, no later than March 1, 2016.

5. **TIF Payment**. The VILLAGE shall pay to the DEVELOPER the amount of \$450,000, as an incentive for the DEVELOPER's obligations under this First Amendment. The VILLAGE anticipates that \$275,000 of this amount shall be from the TIF District Project Plan originally slated for the Mammoth Springs development, with the remaining \$175,000 coming

from incentives contemplated by the Developer's Agreement, and the Project Plan has been, or shall be, amended as necessary to accomplish this intent.

6. **Right-of-Way Improvements.** The VILLAGE will construct right-of-way improvements within the portion of the Additional Lot conveyed pursuant to this First Amendment to the VILLAGE.

7. **VILLAGE Vacates Right-of-Way.** The VILLAGE shall vacate the area of right-of-way that is generally described in the attached exhibit labeled as "First Amendment Exhibit 2".

8. **Timing of Obligations.** The foregoing obligations shall be accomplished pursuant to the following timeline:

a. On or before March 1, 2016: The DEVELOPER shall convey a Temporary Construction Easement to the VILLAGE, per paragraph 4, above.

b. Prior to the occurrences described in subsection c. below, the DEVELOPER shall acquire the Additional Lot, per paragraph 1, and shall raze and remove all structures on the Additional Lot, per paragraph 2.

c. On or before May 1, 2016: The DEVELOPER shall convey by dedication on a CSM, a portion of the Additional Lot for right-of-way purposes per paragraph 3; and the VILLAGE shall make the TIF payment, per paragraph 5.

d. Prior to _____, 20____, the VILLAGE shall complete the road right-of-way improvements, per paragraph 6.

e. Prior to January 1, 2018, the VILLAGE shall vacate the right-of-way, per paragraph 7.

II. Except as amended herein, all other terms of the Developer's Agreement remain unchanged and in full force and effect.

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

ECT International Inc.,

By: _____
Arthur Sawall

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2016, the above named Arthur Sawall, Authorized Signatory of _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

Mammoth Springs, LLC.

By: _____
Arthur Sawall

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2016, the above named Arthur Sawall, Authorized Signatory of _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN

VILLAGE President

VILLAGE Clerk-Treasurer

STATE OF WISCONSIN
COUNTY OF WAUKESHA

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

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:

VILLAGE Attorney