



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

AGENDA
VILLAGE BOARD
VILLAGE OF SUSSEX
IMMEDIATELY AFTER THE 7:00 P.M. PUBLIC HEARING
TUESDAY, APRIL 26, 2016
SUSSEX VILLAGE HALL – LOWER LEVEL

- A. Oath of Office Ceremony
 1. Roll call.
 2. Pledge of Allegiance.
 3. Consideration and possible action on minutes of the public hearing and Village Board meeting held on April 12, 2016.
 4. Communications
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions including Successfully Sussex Awards.
 5. Committee Reports
 - A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 1. Recommendation and possible action on the following Contracts:
 - A. Redeem & Restore contract and event on June 17, 2016.
 - B. Tom Volpe's request to use the lighted softball diamond in Village Park on June 25th.
 - C. Mike Harrington's request to use the disc golf course Wednesday evenings April 27 – September 7.
 - D. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - E. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.
 1. Recommendation and possible action on CSM for Mammoth Springs Development south of the Quarry pond, west of Waukesha Avenue and north of Silver Spring.

- F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 1. Recommendation and possible action on Storm Siren replacement purchase for the siren located at N74W23440 Water Tower Ct.
 2. Recommendation and possible action on Public Parking in the Public Safety Parking Lot.
 3. Recommendation and possible action on Slow Down for Children sign on Old Mill Ln.
6. Staff Reports on upcoming events, projects in process, future agenda items and scheduled meetings.
7. Comments from citizens present.
8. Old Business.
 - A. Recommendation and possible action on a Resolution Authorizing the Issuance and Sale of \$1,570,000 Water System Revenue Refunding Bonds, Series 2016C, of the Village of Sussex, Waukesha County, Wisconsin, and providing for the payment of the bonds and other details with respect to the Bonds.
 - B. Recommendation and possible action on Resolution authorizing the application of an Outdoor Recreation Grant with the DNR for the Historic Depot to relocate to Madeline Park.
 - C. Recommendation and possible action on Preliminary Plat and Developer's Agreement including intermunicipal agreement with the Town of Lisbon as Exhibit L for Johanssen Farms, east side of Maple Avenue south of Clover Drive.
 - D. Recommendation and possible action on an Ordinance recreating subsection 18.10065(b)(1)3. which relates to the annual increase of park impact fees and to recreate subsection 18.10065(b)(2)3. which relates to the annual increase of library impact fees of chapter 18 entitled "land division and development ordinance" of the Village of Sussex Municipal Code.
9. New Business.
 - A. Consideration and possible action on an Intermunicipal Agreement between the Village of Lannon, and the Village of Sussex, the Town of Lisbon, Lisbon Sanitary District #1, and the Village of Menomonee Falls for the Lannon Interceptor.
 - B. Consideration and possible action on a Resolution renaming Prospect Drive by Main Street.
 - C. Consideration and possible action on a Resolution naming Casey Griffiths as Clerk-Treasurer effective May 6, 2016.
10. Consideration and possible action on resignations and appointments.
11. Adjournment

Greg Goetz

Village President

Jeremy Smith
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Jeremy Smith at 246-5200.

NOTICE OF PUBLIC HEARING
VILLAGE OF SUSSEX

TAKE NOTICE that the Village Board of the Village of Sussex, Waukesha County, Wisconsin, will hold a public hearing on April 26, 2016 at 7:00 P. M. at the Village Hall, N64W23760 Main Street, Sussex to hear comments from citizens on an ordinance to repeal and recreate Sub Section 18.10065(B)(1)3 and 18.10065(B)(2)3 regarding impact fee increases of Chapter 18 entitled "Land Division and Development Ordinance" of the Village of Sussex Municipal Code.

A copy of the proposed ordinance is available for review at the Sussex Village Hall, N64W23760 Main Street from 8:00 a.m. until 5:00 p.m., Monday through Friday.

This hearing shall be public and citizens and persons of interest shall then be heard.

By Order of the Village Board
Susan M. Freiheit
Clerk-Treasurer

PUBLISH: SUSSEX SUN 4/6 & 4/13

VILLAGE OF SUSSEX
SUSSEX, WISCONSIN

Minutes of the public hearing held by the Village Board on April 12, 2016.

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

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

Trustees excused: None.

Others present: Administrator Jeremy Smith, Attorney John Macy, Assistant Administrator Melissa Weiss, Fire Chief Corky Curtis, Village Engineer Judith Neu and Clerk-Treasurer Susan Freiheit.

President Goetz read the Notice of Public Hearing which is regarding the proposed issuance of Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016 (Sussex IM, Inc. Project), in an aggregate amount not to exceed \$10,000,000, pursuant to Section 66.1103 of the Wisconsin Statutes, to finance a project to be owned by Sussex IM, Inc., a Wisconsin corporation, and/or Sussex IM Real Estate, LLC, a Wisconsin limited liability company, and/or a related entity, and/or a limited liability entity to be formed.

The project consists of financing the (i) acquisition of land described as Lot 1, Certified Survey Map No. 7957 located at Highway K and east of Highway 164 in the Village of Sussex, Wisconsin (the "Project Site"), (ii) construction of an approximately 145,000 square foot facility at the Project Site to be completed in multiple phases and operated by Sussex IM, Inc. to manufacture plastic injection molded parts, (iii) acquisition and installation of equipment at the Facility, and (iv) payment of certain professional costs and costs of issuance (collectively, the "Project"). The bonds will be special, limited obligations of the Village and will not constitute an indebtedness of the Village within the meaning of any state constitutional provision or statutory limitation or a charge against its general credit or taxing powers.

President Goetz opened the hearing to comments from citizens present.

Mrs. Lynda Templen, of Whyte Hirschboeck Dudek, bond counsel for Sussex IM, explained the conduit bond issue for the new construction of a building for Sussex IM which will be done in phases. Mrs. Templen stated that the closing will be in early May. Mrs. Templen stated that she has worked closely with Brian Lanser, the Village's bond counsel from Quarles & Brady.

As there was no one present who wished to be heard,

A motion by Dietrich, seconded by Uecker, to closed the public hearing at 7:05 p.m. Motion carried.

Respectfully submitted,

Susan M. Freiheit
Clerk-Treasurer

VILLAGE OF SUSSEX
SUSSEX, WISCONSIN

Minutes of the Village Board meeting held on April 12, 2016.

The meeting was called to order by President Goetz at 7:05 p.m.

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

Trustees excused: None.

Others present: Administrator Jeremy Smith, Attorney John Macy, Assistant Administrator Melissa Weiss, Fire Chief Corky Curtis, Village Engineer Judith Neu and Clerk-Treasurer Susan Freiheit.

A motion by Tetzlaff, seconded by Stallings, to approve the minutes from the Village Board meeting held on March 22, 2016 as submitted. Motion carried.

Village President Report. President Goetz thanked the Clerk and her staff for the smooth Election on the 5th. President Goetz also welcomed Casey Griffiths to the Village who will start on April 25th as the Director of Administrative Services.

President Goetz reported on the following upcoming events: Village Hall and the Community Center will be closed on Friday, April 22; Hydrant flushing will take place next week; The Board of Fire Commissioners will meet on Tuesday, April 19 at 5 pm. Public Safety & Welfare Committee will also meet on the 19th at 6 pm. Both meetings will be at the Public Safety Building; The Park & Rec Board will meet on the 19th at the Community Center at 6:30 pm; The Pauline Haass Public Library Board will meet on Wednesday, April 20 at 6:30 pm at the Library; the Village Board will hold an organizational meeting on Thursday, April 21 at 5:30 pm; and Plan Commission will meet at 6:30 pm. Both meetings are at Village Hall.

A motion by Goetz, seconded by Carran, to take Agenda Item No. 5.A.7. at this point in the meeting Motion carried.

A motion by Zarzynski, seconded by Tetzlaff, to adopt the "Final Resolution regarding Industrial Development Revenue Bond Financing for Sussex IM, Inc. Project." IRB's are conduit financing where through Village Board action the Industrial Company can get lower bond costs. The Village does not take on liability for the same and it does not impact the Village's Bond rating, our debt capacity, or obligate the Village in any matter to the debt.

President Goetz and all Trustees present voted "aye." Motion carried.

A motion by Zarzynski, seconded by Uecker, to approve the March Check Registers and P-card Statement for the amount of \$2,208,873.46, as presented. Motion carried.

A motion by Zarzynski, seconded by Stallings, to authorize the issuance of Operators Licenses for Brad Wegener, Jacob Wilson, Danielle Anderson, and Eric Henry subject to the standard conditions of Operator License approvals. Motion carried.

A motion by Zarzynski, seconded by Uecker, to authorize the issuance of a Combination Class "A" Retail License for the Sale of Fermented Malt Beverages and Cider – April 22, 2016 to June 30, 2016 for Meijer Stores Limited Partnership, N51W24847 Lisbon Rd, Pewaukee, WI 53072, Meijer Gas Station #275, Agent: Christopher Hoffmann subject to the standard conditions of alcoholic sales license approval. Motion carried.

A motion by Zarzynski, seconded by Goetz, to authorize the issuance of a Combination "Class A" Retail License for the Sale of Fermented Malt Beverages and Intoxicating Liquors – April 22, 2016 to June 30, 2016 for Meijer Stores Limited Partnership, N51W24953 Lisbon Rd, Pewaukee, WI 53072, Meijer Store #275, Agent: Christopher Hoffmann, subject to the standard conditions of alcoholic sales license approval. Motion carried.

A motion by Zarzynski, seconded by Tetzlaff, to approve renewing with the existing insurance carriers for liability, property, and workers compensation contracts for 2016/2017 for an amount of \$156,385, which is \$9,916 over this year's costs, but in line with the projected budget for this year of \$158,300. Motion carried.

A motion by Zarzynski, seconded by Goetz, to adopt a Resolution establishing a ratio of impact fees owed for memory care units and other similar housing types where residents are likely to be physically and mentally unable to utilize the services and or impact the need for physical expansion of the park or library system. This would allow a 50% reduction in park and library impact fees for units where the residents would likely have significant challenges due to cognitive ability to utilizing the services provided by these systems.

President Goetz and all Trustees present voted "aye." Motion carried.

A motion by Zarzynski, seconded by Carran, to allocate the 2015 surplus per Village Board policy to the Cash Capital Replacement Fund with some to the plow truck (\$120,000) to be purchased in 2017, and to close a portion (\$300,000) of the approximate \$4 million in cash capital cycle gap that remains. President Goetz and all Trustees present voted "aye." Motion carried.

A motion by Zarzynski, seconded by Tetzlaff, to adopt the Resolution authorizing the sale of \$1.57 million in Water System Revenue Refunding Bonds, Series 2016C. The Bonds are callable and will result in savings to the Village Water Utility. All financing related to the Water Utility is geared towards giving capacity for the major capital costs from radium that will impact the Utility over the next three years. President Goetz and all Trustees present voted "aye." Motion carried.

A motion by Dietrich, seconded by Carran, to authorize payment of the public work bills in the amount of \$768,862.71 as presented. Motion carried.

A motion by Dietrich, seconded by Goetz, to approve the Easement for We Energies and AT&T at Village Campus. This will allow the new building to be served in the most economical way, while also supporting future expansion needs of the Library. Motion carried.

A motion by Dietrich, seconded by Uecker, to approve the Easement for We Energies and Time Warner at Old Brooke Square Park. This will allow the power burial along Main Street to proceed in the most economical way. Motion carried.

A motion by Dietrich, seconded by Zarzynski, to introduce a Resolution of the Village Board of the Village of Sussex to Vacate and Discontinue Deyer Drive and direct the Village Staff to schedule a public hearing for May 24, 2016 at 7:00 p.m. or as soon thereafter as practicable, regarding the Resolution to Vacate and Discontinue Deyer Drive, which is being hereby introduced at this meeting pursuant to Wisconsin Statutes Section 66.1003(4)(a). Motion carried.

A motion by Dietrich, seconded by Carran, to approve the request to use Corporate Center Roads by Sussex Criterium on Sunday May 1, 2016. This is the 9th annual race and it brings 300 plus participants and their families into Sussex for this US Cycling sanctioned event. Motion carried.

A motion by Dietrich, seconded by Zarzynski, to adopt an Ordinance creating Section 3.17 entitled "Public Construction by Village" of Chapter 3 entitled "Finance and Taxation" of the Sussex

Municipal Code. By creating this code section the Village Board will be able to on a case by case basis self-perform projects that would otherwise have required a public bidding process. The first implementation of this ordinance with the Weyer Playground construction will save the Village \$25,000 to \$30,000. President Goetz and all Trustees present voted "aye." Motion carried.

A motion by Dietrich, seconded by Goetz, to adopt the Second Amendment to the Developer's Agreement for the Farmstead, Corners, Mammoth North, and Mammoth South Mixed Use Downtown Developments. The improved development will significantly assist the TIF District by adding another \$1.75 million in value to the district, which leads to close to \$775,000 of increment in the District, and produce an additional \$155,000 in Impact Fees than otherwise anticipated. In order to realize the completion of this acquisition of the properties for \$397,000, the TIF District will shift \$100,000 of anticipated costs from the Mammoth Springs project to the Mammoth South project (a net change of \$0 from the TIF) and up to \$150,000 of private utility relocation costs from the abandonment of Silver Spring will be covered through the Village's Main Street project.

President Goetz and all Trustees present voted "aye." Motion carried.

Staff Reports: Mrs. Weiss stated that she has been very busy with the Civic Campus building and Main Street Reconstruction including weekly meeting with those people affected. Mrs. Weiss stated that the storm water is being installed currently. Mr. Smith thanked the staff for the surplus as it came from all departments. Mr. Smith thanked the public safety crews for the Cover Downs Condo problem this week which was not a drug problem. Mr. Smith reported that the meeting with Moodys Investors went well and they were quite impressed with the plans for the radium improvement needs over the next four years with incremental rate increases. Mr. Smith stated that Mr. Elmer Weyer passed away this week and has setup a donation to the Library which is a wonderful thought. Mr. Macy stated that the State Legislature is out of session, however, they are busy working on bills for January 1, 2017. Mrs. Freiheit stated that she is looking forward to working with Casey Griffiths who will be replacing her.

Comments from citizens present: There was no one present who wished to be heard.

A motion by Goetz, seconded by Tetzlaff, to approve the CSM for (Associated Bank) to combine parcel SUXV0235963 and SUXV0235969001 and grant an easement to the Village of Sussex. This gives the Village an easement for the sidewalk coming out of the Civic Campus. The CSM also combines the banks holdings allowing for the banks drive thru structure to be a legal structure.

President Goetz and all Trustees present voted "aye." Motion carried.

Resignations and Appointments: President Goetz had no appointments or resignations.

President Goetz stated that the Village Board will convene into executive session under Wis. Stats. 19.85(1)(g) when conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved with respect to the Pauline Haass Public Library Board v Town of Lisbon Lawsuit and Lisbon's third party summons and complaint v. Sussex.

A motion by Goetz, seconded by Stallings, to convene into executive session under Wis. Stats. 19.85(1)(g) when conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved with respect to the Pauline Haass Public Library Board v Town of Lisbon Lawsuit and Lisbon's third party summons and complaint v. Sussex.

President Goetz and all Trustees present voted "aye." Motion carried.

Minutes of the Village Board meeting of April 12, 2016 – Page 4

A motion by Goetz, seconded by Zarzynski, to adjourn the meeting at 8:26 p.m. Motion carried.

Respectfully submitted,

Susan M. Freiheit
Clerk-Treasurer

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



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MEMORANDUM

To: Village Board

From: Jeremy Smith, Village Administrator

Re: Village Board Meeting

Date: 4/21/2016

We have a public hearing on a code change.

- A. We have the official swearing in ceremony for the newly elected officials.
- 4.A. Village President Report. Report on meetings, communications, and recognitions.
- 5.C.1. Staff recommends approval of the following Contracts:
 - A. Redeem & Restore contract and event on June 17, 2016.
 - B. Tom Volpe's request to use the lighted diamond in Village Park on June 25th.
 - C. Mike Harrington's request for the disc golf course Wed. evenings April 27 – Sept. 7.
 - A. The Redeem and Restore event is a 5K walk in the park to bring awareness about human trafficking. It's a first time event for the Village.
 - B. Tom requested the charge (\$100) for renting the lighted diamond be waived for a tournament to make up for the reduced volume of sales of concessions with less softball teams. The Park Board recommended this waiver. Tom has always had the right to have up to three tournaments per year as part his contract.
 - C. Mike Harrington's request is the second year of the league play. We had few issues last year and it was enjoyed by the users of the disc golf course.

Please see the contracts and memo from Parks and Recreation Director Sasha Snapp for more information.

5.E.1. Staff recommends approval of the CSM for Mammoth Springs Development south of the Quarry pond, subject to vacation of the roadway and standard conditions of CSM approval. Please see the CSM for more information.

5.F.1. Staff recommends approval of the Storm Siren replacement purchase for the siren located at N74W23440 Water Tower Ct. The cost of the siren is \$19,688.16. The siren is over 20 years old so it is recommended for full replacement vs. just changing out the damaged hardware for over \$7,000. The Village has funds depreciated for siren replacement. The siren covers the northeastern corner of the Village including Woodside School. Please see the memo from Fire Chief Curtis and quotes for more information.

5.F.2. Staff recommends approval of the Public Parking in the Public Safety Parking Lot and directing staff to update the official traffic map of the Village. There have been concerns from both Captain Panas and Chief Curtis about public use of the lot and its impacts on their crews' safety and ability to do their jobs. It is also important to note that the public uses the site to access the bugline trail, to complete private sale transactions, and a safe spot for custody type transfers, etc. The Chiefs have developed a plan to limit the amount of public parking on the site to address their concerns. Please see the map and memo from Director of Police Services Captain Panas for more information.

5.F.3. A request has come for a "Slow Down Children Present" sign to be established at Old Mill Lane. The Village does have a few of these established. Staff has no recommendation on the matter, but is available to discuss any policy concerns.

8.A. Staff recommends approval of the Resolution Authorizing the Issuance and Sale of \$1,570,000 Water System Revenue Refunding Bonds, Series 2016C, of the Village of Sussex, Waukesha County, Wisconsin, and providing for the payment of the bonds and other details with respect to the Bonds. Dave Anderson will be present to discuss that day's sale information. Please see the resolution for more information.

8.B. Staff recommends approval of the Resolution authorizing the application of an Outdoor Recreation Grant with the DNR for the Historic Depot to relocate to Madeline Park. If received this grant could cover 50% of the projects cost to move the depot to Madeline Park. Please see the grant and the resolution for more information.

8.C. Staff recommends approval of the Preliminary Plat and Developer's Agreement including intermunicipal agreement with the Town of Lisbon as Exhibit L for Johanssen Farms, east side of Maple Avenue south of Clover Drive subject to standard approvals of preliminary plats and the conditions of the Plan Commission. Please see the Plat and Developer's Agreement for more information.

8.D. Staff recommends approval of an Ordinance recreating subsection 18.10065(b)(1)3. which relates to the annual increase of park impact fees and to recreate subsection 18.10065(b)(2)3. which relates to the annual increase of library impact fees of chapter 18 entitled "land division and development ordinance" of the Village of Sussex Municipal Code. This change would adjust the annual increase of impact fees to 3% annually after they reach the impact fee studies cap level from today's standard of an increase based upon CPI. This is being adjusted as CPI does not reflect construction costs for these facilities. Please see the Ordinance for more information.

9.A. Staff recommends approval of the Intermunicipal Agreement between the Village of Lannon, and the Village of Sussex, the Town of Lisbon, Lisbon Sanitary District #1, and the Village of Menomonee Falls for the Lannon Interceptor. This is the first rewrite of this agreement since it began over 20 years ago. The existing Agreement is actually over and the parties have been operating in good faith while we negotiated a new one. The new deal is significantly better structured to reflect a system of operating costs and actual usage vs. the original deal which was structured based upon construction costs and ultimate usage. The Village should see costs lowered for operating costs by over \$20,000 a year from the new deal. The Village of Sussex does maintain an extensive capacity in

the interceptor pipe if we needed it or wanted to sell it. Please see the agreement for more information.

9.B. Staff recommends approval of a Resolution renaming Prospect Drive by Main Street. The State and County are not allowing the cross connection of this street to the other section of Prospect Drive and so the name should be changed prior to any addresses being established on this street. Please see the resolution for more information.

9.C. Staff recommends approval of the Resolution naming Casey Griffiths as Clerk-Treasurer effective May 6, 2016. Sue Freiheit is retiring after 39 years in the business. Please see the resolution for more information.



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MEMORANDUM

To: Sussex Park and Recreation Board

Cc: Jeremy Smith, Village Administrator

From: Sasha Snapp, Parks and Recreation Director

Re: Redeem and Restore Candlelight Event

Date: March 31, 2016

The Parks and Recreation Department has received a request for an event to take place Friday, June 17 and this rental request is requesting some different uses of the park that evening.

The Redeem and Restore Center provides support to women and children who have been rescued from domestic sex trafficking. This event is a fundraiser to support their mission. This group will be utilizing the Lions Open Air Shelter and will have approximately 10 local businesses selling/advertising local goods, a lantern walk that will take place on the pathways throughout the park, musical performance, a man pulling a semi, and the selling of food and drinks. Alcohol will not be a part of this event. The semi pull will be done by a man that represents a group of truck drivers against trafficking. A representative will be present at the meeting to answer any questions.

Here's the proposed schedule:

5-6 Set up
6-6:30 Check-in
6-7:30 10 Booths to advertise/sell local goods
6:15 - 7 Music (local band in shelter)
7 Truck Pull
7:30 Brief Redeem & Restore speech
7:45/8 Run/walk 5k
9-9:30 Finish

Staff recommends approval of this event and would like the board to consider possibly getting a certificate of insurance from the group due to the nature of some of the activities.

Permit Contract**Sussex Recreation Department**

W240N5765 Maple Ave

Sussex, WI 53089

Phone: (262) 246-6447

FAX: (262) 246-6337

Email: recinfo@villagesussex.org

Permit #1089, Approved

Mar 16, 2016 11:36 AM



Nadine Coenen
 N58 W24091 Clover Dr.
 Sussex, WI 53089
 Email: nadinecoenen@yahoo.com

Customer Type: General Public

Prepared By: Cari Kehl

Customer ID: 14130
 Home: (262) 385-6864

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$0	\$0	\$0	\$0	\$100.00	\$0	\$0	\$0	\$100.00

RESERVATIONS

Event	Resource	Center	Notes			
Lantern Walk Type: Open Air Shelter Rental Attend/Qty: 60	<i>Multiple Resources Requested</i>	Sussex Village Park W244N6067 Weaver Dr. Sussex, WI 53089 --	--			
Day	Days Requested	Date	Event Begins	Duration	Event Ends	Notes
Friday (Village Park North Open Air Shelter)		Jun 17, 2016	5:00 PM	4 hours	Jun 17, 2016 at 9:00 PM	
Friday (Village Park Lion's Open Air Shelter)		Jun 17, 2016	5:00 PM	4 hours	Jun 17, 2016 at 9:00 PM	
Summary						Notes
Total Number of Dates: 2						--
Total Time: 8 hours						

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
Lion's Open Air Shelter Rental Fee	Lantern Walk #1089 Village Park Lion's Open Air Shelter Village Park North Open Air Shelter	\$155.00	0	--	\$0

DISCLAIMERS

Electricity is available in the rafters of the open air shelters and by the stage in the Lion's Open Air Shelter. The responsible party must provide their own ladder and extension cords if they wish to use electricity. Fees may be invoiced at the discretion of the Village, depending on the type, size and duration of the event. CLEAN-UP, TRASH & RECYCLABLE REMOVAL POLICY-IMPORTANT!

RESERVATIONS

All organized groups shall reserve a facility, field or court before utilizing any Village of Sussex facility, field or court. An unorganized group is any group that is less than 10 people or whose participants are almost entirely family. All other groups are considered organized. To guarantee facility availability, unorganized groups must reserve the facility.

FEES & DEPOSITS

All fees and deposits must be paid at the time of the reservation. The deposits will be cashed at the time of the reservation and any refundable deposit will be returned after the event. Groups may make cash donations instead of payment as long as the amount of the donation is equal to or greater than the required fee and the item to be purchased does not directly relate to the groups use of park facilities. Non-profit and fund raising events are required to pay fees just like all other groups.

LIMITS TO RESERVATION TIME

All parks & facilities close at 11:00 p.m. Programs sponsored by the Village of Sussex take precedence over private reservations. The Village does not guarantee privacy to any group. No reservations are accepted for Memorial Day, July 4, Good Friday, Easter Sunday, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day or New Year's Day. Reservations are made for a specific time frame. Set-up and clean-up times must be included in the scheduled time. The Community Center may be used without the requirement of a rental fee (deposit required) on a weekday afternoon if available. However, the rental event must be open to the public and free of charge.

To keep park facilities accessible, renters may reserve park facilities for a limit of two times a month unless otherwise allowed through permit.

LIMITS ON USE OF FACILITIES

Alcoholic beverages may be served by permit only. Permits are applied for and granted through the Community Center and the Park & Facility Rental Permit process.

Smoking is prohibited inside all enclosed Village-owned public buildings. All smoking refuse must be disposed of safely & properly into the appropriate trash containers, as to not litter.

No person, except a sheriff, police officer or their deputies, or a member of the Military in the line of duty shall enter or remain in any part of a building owned, occupied or controlled by the Village of Sussex while carrying a firearm or any weapon. Violations of these prohibitions may be punishable by law.

There will be no parking on the grass; or vehicles driven on the grass, unless otherwise agreed upon & written into the permit.

Groups of young people under 18 are required to have the permit signed by a sponsoring adult who must be present during the entire duration of the rental. Additional security may be required and would be a cost incurred by the renter.

The Village is not responsible for private equipment or material used in a park facility.

All pets must be leashed and under control of its owner at all times. Clean up after your pet, deposit waste into the appropriate trash receptacles.

Charcoal must be properly disposed of in the labeled containers at Sussex Village Park.

Facility decorations may exist & must not be removed. Individuals who wish to decorate may do so as long as the facility is returned to its original condition. Failure to do so will result in loss of the deposit.

All activities must follow Chapter 19 of the Village Code. All announcements, press releases, flyers, etc.

related to groups using a Sussex facility must include the following statement: THIS MEETING (PROGRAM/EVENT) IS NOT SPONSORED OR ENDORSED BY THE VILLAGE OF SUSSEX.

ACTIVITIES REQUIRING PARK BOARD APPROVAL

Large events, overnight camping, fires not in approved grills, fundraising, driving/parking automobiles on the grass, and soliciting/selling.

YOUTH ORGANIZATIONS UTILIZING/RENTING PARK FACILITIES

Youth organizations within the Hamilton School District may use the Lion's Building at Village Park free of charge for weekly, biweekly, or monthly meetings with Park Board approval. All other park and recreation buildings will require the appropriate fee if rented. To be considered a youth organization, groups must consist of school aged children (examples: Boy Scouts, Girl Scouts, 4-H Club). Also, the group must have an adult supervisor at all meetings. All groups must fill out a Park/Facility Rental Permit Form at the beginning of the calendar year (January 1). Groups must pay a \$100 deposit at the time of the rental request. The deposits may be transferred to the next year upon request.

Groups/individuals may not use the building for personal use without reserving it and paying the appropriate fees. If a group is found using the building without notifying the Park and Recreation Department, they will lose their privileges to use the building. Youth organizations using the Lion's Building for regular meetings are asked to give back to the community by setting aside two days per year to help clean up the parks in the Village of Sussex. This time should be scheduled with the Director of Recreational Services at 262-246-6447.

KEY & DEPOSIT REFUND POLICY Providing no damage to turf or vandalism to property occurs, as well as general cleanliness of reserved area is maintained, any refundable portion of the deposit will be returned to the remitter within 2-4 weeks after the event. If the rental requires a facility key there is a \$25 refundable key deposit incorporated into the stated deposit amount. The key must be picked up & returned to the Community Center Monday-Friday, 8:00 a.m.-5:00 p.m. Failure of the responsible party to pick up the key and village staff is contacted to issue a key, a \$50 fee will be assessed and held from the deposit. The key must be returned to the Community Center the next business day after the reservation, during business hours. A minimum of \$50 will be assessed for the failure to empty the trash and recycling receptacles after the event. If the deposit does not cover the costs associated with damage or clean-up to the facility, the responsible party will be invoiced for the remaining fees.

CANCELLATION POLICY Cancellations will be issued ONLY if the department is notified in writing 30 days or more prior to the scheduled date. Failure to cancel a reservation at least thirty (30) days in advance will result in forfeiture of the entire deposit. If an event is cancelled prior to thirty (30) days before the event date, the group will forfeit a \$25 administrative fee which will be taken from the deposit. If the event has been cancelled due to adverse weather conditions or rain out, the Recreation Department must be contacted within twenty-four (24) hours to inform staff of the cancellation. If possible arrangements can be made for another date, or a refund may be issued minus an administrative fee. All Village activities (i.e. youth sports, special events) supercede any outside reservation. All reservations are subject to review.

RETURNED CHECKS

Checks written and returned as not payable will be charged \$30 for each returned submission. Reservations will be removed from calendar until the issuer makes good on the amount of the non-payable submission and pays the accrued service charges in full.

TAX EXEMPT

If your group is tax-exempt, a WI Sales and Use Tax Exemption Certificate must be appropriately completed, signed and submitted with the reservation request. Copies of these certificates are available upon request. Tax-exempt status does not reduce rentals fees, but eliminates paying unnecessary taxes on fees at the end of the year.

FACILITY PROBLEMS

Prior to the event, if the responsible party has question or problems they must contact the Community Center at 262-246-6447. If there is a facility problem on the day of your event, you MUST call the Village's on-call employee IMMEDIATELY at 414-587-1965 to notify them & resolve the issue. If you fail to contact the Community Center or the on-call employee, and a facility problem exists after your rental, you may be held responsible and a deduction may be taken from your deposit and/or invoiced for the expenses.

SET-UP & CLEAN-UP

The open air shelter electricity is located in the rafters of each shelter. If the use of the electricity is requested on permit application, it is the responsibility of the renter to bring a ladder & extension cords to reach the electrical outlets located in the rafters of each shelter.

Village Park outdoor water spigots are available near the shelter(s).

Village Park indoor restroom facilities are open and located in the concession stand. The Lion's Building restrooms are only opened upon request on permit application. Port-a-potties are located throughout the park for public use.

The responsibility for set-up and clean-up is assumed by the group using the facility. The person responsible must see that the procedures listed for cleaning are carried out. To receive the full deposit the responsible party must:

assume responsibility for the contents and security of the building or facility. Opening and closing the building securely will avoid loss of deposit to the user for damage from vandalism.

Leave the park and facility in the condition it was found. Nothing can be left on the premises overnight. You may not come in early the next morning to clean up. Renters must bag and remove all garbage depositing the trash or recyclables into the appropriate dumpster provided at each location.

Sweep the floor of the facility, wiping tables and surfaces after use, and be sure to clean, mop or vacuum any stains, spills or debris. For Community Center rentals - there are janitorial supplies available for use (sink, paper towels, broom, mop, trash bags, etc.).

CUSTOM QUESTIONS

Question	Answer
Will you be serving beer, wine or fermented beverages?	No
Would you like to use electricity?	Yes

Terms & Conditions: This agreement, when signed by the applicant and a representative of the Organization, constitutes a contractual agreement binding both parties to certain obligations. The applicant agrees to observe and obey all Organization rules and regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of reservation. Balance due must be paid before the scheduled event. Deposits will be returned only in the case of conditions which force the cancellation of the event. The Organization agrees to maintain the facility, to assure that the facility is prepared properly for the agreed-upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions and time of year.



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

MEMORANDUM

To: Sussex Park and Recreation Board

Cc: Jeremy Smith, Village Administrator

From: Sasha Snapp, Parks and Recreation Director

Re: Tom Volpe Request

Date: April 11, 2016

Consideration and possible action on Tom Volpe's request to use the lighted softball diamond in Village Park on June 25th.

Tom Volpe, concessionaire at the Village Park concession stand, is requesting the use of the Village Park lighted softball diamond on June 25th to host a tournament at no cost. Due to the declining participation in adult softball Tom's revenues over the past several years have been declining as well. For example, this year there are 18 fewer teams from when he started to rent the concession stand in 1998 and this will be the second year that Fridays no longer have league play at all. He has hopes to make up some of this money by hosting the tournament without having to pay the \$100 fee we would typically collect for a rental of this nature.



Permit Contract

Sussex Recreation Department
 W240N5765 Maple Ave
 Sussex, WI 53089
 Phone: (262) 246-6447
 FAX: (262) 246-6337
 Email: recinfo@villagesussex.org

Permit #9000884, Pending approval
 Apr 13, 2016 2:34 PM



Customer Type: General Public
 Prepared By: Cari Kehl

Mike Harrington
 11709 W. Gilbert Ave.
 Wauwatosa, WI 53226
 Email: mike@thediscgolfexperience.com

Customer ID: 12028
 Home: (262) 894-3404

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$500.00	\$0	\$0	\$500.00	\$0	\$0	(\$500.00)	\$0	\$0

RESERVATIONS

Event		Resource		Center		Notes
Disc Golf League Type: Disc Golf Course Rental Attend/Qty: 30		Village Park Disc Golf Course		Sussex Village Park W244N6067 Weaver Dr. Sussex, WI 53089		--
Day	Days Requested Date	Event Begins	Duration	Event Ends		
Wednesday	Apr 27, 2016	5:15 PM	3½ hours	Apr 27, 2016 at 8:45 PM		
Wednesday	May 4, 2016	5:15 PM	3½ hours	May 4, 2016 at 8:45 PM		
Wednesday	May 11, 2016	5:15 PM	3½ hours	May 11, 2016 at 8:45 PM		
Wednesday	May 18, 2016	5:15 PM	3½ hours	May 18, 2016 at 8:45 PM		
Wednesday	May 25, 2016	5:15 PM	3½ hours	May 25, 2016 at 8:45 PM		
Wednesday	Jun 1, 2016	5:15 PM	3½ hours	Jun 1, 2016 at 8:45 PM		
Wednesday	Jun 8, 2016	5:15 PM	3½ hours	Jun 8, 2016 at 8:45 PM		
Wednesday	Jun 15, 2016	5:15 PM	3½ hours	Jun 15, 2016 at 8:45 PM		
Wednesday	Jun 22, 2016	5:15 PM	3½ hours	Jun 22, 2016 at 8:45 PM		
Wednesday	Jun 29, 2016	5:15 PM	3½ hours	Jun 29, 2016 at 8:45 PM		
Wednesday	Jul 6, 2016	5:15 PM	3½ hours	Jul 6, 2016 at 8:45 PM		
Wednesday	Jul 20, 2016	5:15 PM	3½ hours	Jul 20, 2016 at 8:45 PM		
Wednesday	Jul 27, 2016	5:15 PM	3½ hours	Jul 27, 2016 at 8:45 PM		
Wednesday	Aug 3, 2016	5:15 PM	3½ hours	Aug 3, 2016 at 8:45 PM		
Wednesday	Aug 10, 2016	5:15 PM	3½ hours	Aug 10, 2016 at 8:45 PM		
Wednesday	Aug 17, 2016	5:15 PM	3½ hours	Aug 17, 2016 at 8:45 PM		
Wednesday	Aug 24, 2016	5:15 PM	3½ hours	Aug 24, 2016 at 8:45 PM		
Wednesday	Aug 31, 2016	5:15 PM	3½ hours	Aug 31, 2016 at 8:45 PM		
Wednesday	Sep 7, 2016	5:15 PM	3½ hours	Sep 7, 2016 at 8:45 PM		
Wednesday	Sep 14, 2016	5:15 PM	3½ hours	Sep 14, 2016 at 8:45 PM		
Summary					Notes	
Total Number of Dates: 20					--	
Total Time: 70 hours						

CHARGES

Description	Unit Fee	Units	Tax	Charge

	Event / Resource				
Disc Golf Course League Rental Fee	Disc Golf League #9000884 Village Park Disc Golf Course	\$25.00	20.00	--	\$500.00

Payments and Refunds

Receipt #	Date	Charge Description	Resource Event	Payment
1008715.002	Apr 13, 2016	Disc Golf Course League Rental Fee	Village Park Disc Golf Course Disc Golf League #9000884	\$500.00

DISCLAIMERS

CLEAN-UP, TRASH & RECYCLABLE REMOVAL POLICY-IMPORTANT!

RESERVATIONS

All organized groups shall reserve a facility, field or court before utilizing any Village of Sussex facility, field or court. An unorganized group is any group that is less than 10 people or whose participants are almost entirely family. All other groups are considered organized. To guarantee facility availability, unorganized groups must reserve the facility.

FEES & DEPOSITS

All fees and deposits must be paid at the time of the reservation. The deposits will be cashed at the time of the reservation and any refundable deposit will be returned after the event. Groups may make cash donations instead of payment as long as the amount of the donation is equal to or greater than the required fee and the item to be purchased does not directly relate to the groups use of park facilities. Non-profit and fund raising events are required to pay fees just like all other groups.

LIMITS TO RESERVATION TIME

All parks & facilities close at 11:00 p.m. Programs sponsored by the Village of Sussex take precedence over private reservations. The Village does not guarantee privacy to any group. No reservations are accepted for Memorial Day, July 4, Good Friday, Easter Sunday, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day or New Year's Day. Reservations are made for a specific time frame. Set-up and clean-up times must be included in the scheduled time. The Community Center may be used without the requirement of a rental fee (deposit required) on a weekday afternoon if available. However, the rental event must be open to the public and free of charge.

To keep park facilities accessible, renters may reserve park facilities for a limit of two times a month unless otherwise allowed through permit.

LIMITS ON USE OF FACILITIES

Alcoholic beverages may be served by permit only. Permits are applied for and granted through the Community Center and the Park & Facility Rental Permit process.

Smoking is prohibited inside all enclosed Village-owned public buildings. All smoking refuse must be disposed of safely & properly into the appropriate trash containers, as to not litter.

No person, except a sheriff, police officer or their deputies, or a member of the Military in the line of duty shall enter or remain in any part of a building owned, occupied or controlled by the Village of Sussex while carrying a firearm or any weapon. Violations of these prohibitions may be punishable by law.

There will be no parking on the grass; or vehicles driven on the grass, unless otherwise agreed upon & written into the permit.

Groups of young people under 18 are required to have the permit signed by a sponsoring adult who must be present during the entire duration of the rental. Additional security may be required and would be a cost incurred by the renter.

The Village is not responsible for private equipment or material used in a park facility.

All pets must be leashed and under control of its owner at all times. Clean up after your pet, deposit waste into the appropriate trash receptacles.

Charcoal must be properly disposed of in the labeled containers at Sussex Village Park.

Facility decorations may exist & must not be removed. Individuals who wish to decorate may do so as long as the facility is returned to its original condition. Failure to do so will result in loss of the deposit.

All activities must follow Chapter 19 of the Village Code. All announcements, press releases, flyers, etc. related to groups using a Sussex facility must include the following statement: THIS MEETING (PROGRAM/EVENT) IS NOT SPONSORED OR ENDORSED BY THE VILLAGE OF SUSSEX.

ACTIVITIES REQUIRING PARK BOARD APPROVAL

Large events, overnight camping, fires not in approved grills, fundraising, driving/parking automobiles on the grass, and soliciting/selling.

YOUTH ORGANIZATIONS UTILIZING/RENTING PARK FACILITIES

Youth organizations within the Hamilton School District may use the Lion's Building at Village Park free of charge for weekly, biweekly, or monthly meetings with Park Board approval. All other park and recreation buildings will require the appropriate fee if rented. To be considered a youth organization, groups must consist of school aged children (examples: Boy Scouts, Girl Scouts, 4-H Club). Also, the group must have an adult

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WORKFLOW STAGES

Description	Status	Event
Administrative Approval	In process (email sent)	Disc Golf League #9000884

CUSTOM QUESTIONS

Question	Answer
Will you be serving beer, wine or fermented beverages?	No

Terms & Conditions: This agreement, when signed by the applicant and a representative of the Organization, constitutes a contractual agreement binding both parties to certain obligations. The applicant agrees to observe and obey all Organization rules and regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of reservation. Balance due must be paid before the scheduled event. Deposits will be returned only in

the case of conditions which force the cancellation of the event. The Organization agrees to maintain the facility, to assure that the facility is prepared properly for the agreed-upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions and time of year.

Sussex Parks & Recreation Department W240
N5765 Maple Ave., Sussex, WI 53089
recinfo@villagesussex.org

Tel. 262.246.6447 Office 262.246.6337 Fax
Email: recinfo@villagesussex.org

Methods of Payment

Visa, MasterCard, Discover Card, Other

Have Questions?

Online Registration FAQs

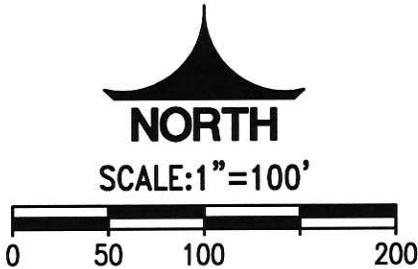
[Terms of Use](#) | [Copyright Policy](#) | [Cookie Policy](#) | [Your Privacy Rights](#) | [Security](#)
Village of Sussex Parks & Recreation Department's Policies: [Terms of Use](#) | [Your Privacy Rights](#)
© 2016 Active Network, LLC and/or its affiliates and licensors. All rights reserved.



CERTIFIED SURVEY MAP NO. _____

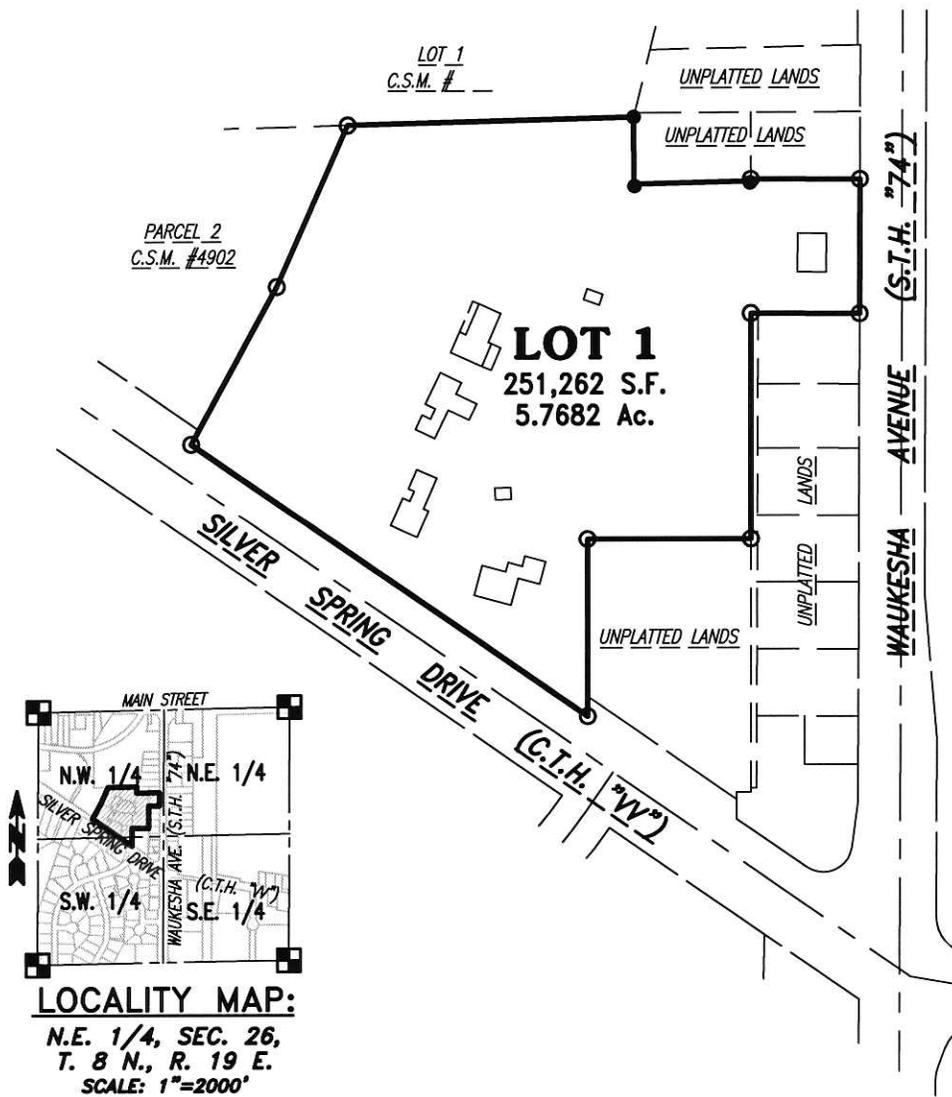
BEING A CONSOLIDATION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3674, LOT 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6475, PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 8898, VACATED "DEYER DRIVE" AND UNPLATTED LANDS BEING LOCATED IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

OVERALL DETAIL SHEET



OWNER:
 MAMMOTH SOUTH, LLC
 C/O ARTHUR SAWALL
 4375 PILGRIM HOLLOW COURT
 BROOKFIELD, WI 53005
 PHONE: 262-893-4848

PREPARED BY:
 TRIO ENGINEERING, LLC
 12660 W. NORTH AVENUE, BLDG. "D"
 BROOKFIELD, WI 53005
 PHONE: 262-790-1480
 FAX: 262-790-1481



PIPING LEGEND:

- - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
- - INDICATES "FOUND" MONUMENTATION (SEE PLAN)

NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE NORTH LINE OF THE N.E. 1/4 OF SECTION 26, TOWN 8 NORTH, RANGE 19 EAST, BEARS N88°52'03"E.
- ALL EXISTING STRUCTURES LOCATED ON THE SUBJECT PROPERTY TO BE RAZED.
- ALL ELECTRIC, TELEPHONE, AND COMMUNICATION DISTRIBUTION LINES AND LATERALS INCLUDING CATV CABLES, CONSTRUCTED AFTER THE RECORDING OF THIS CERTIFIED SURVEY MAP SHALL BE PLACED UNDERGROUND.

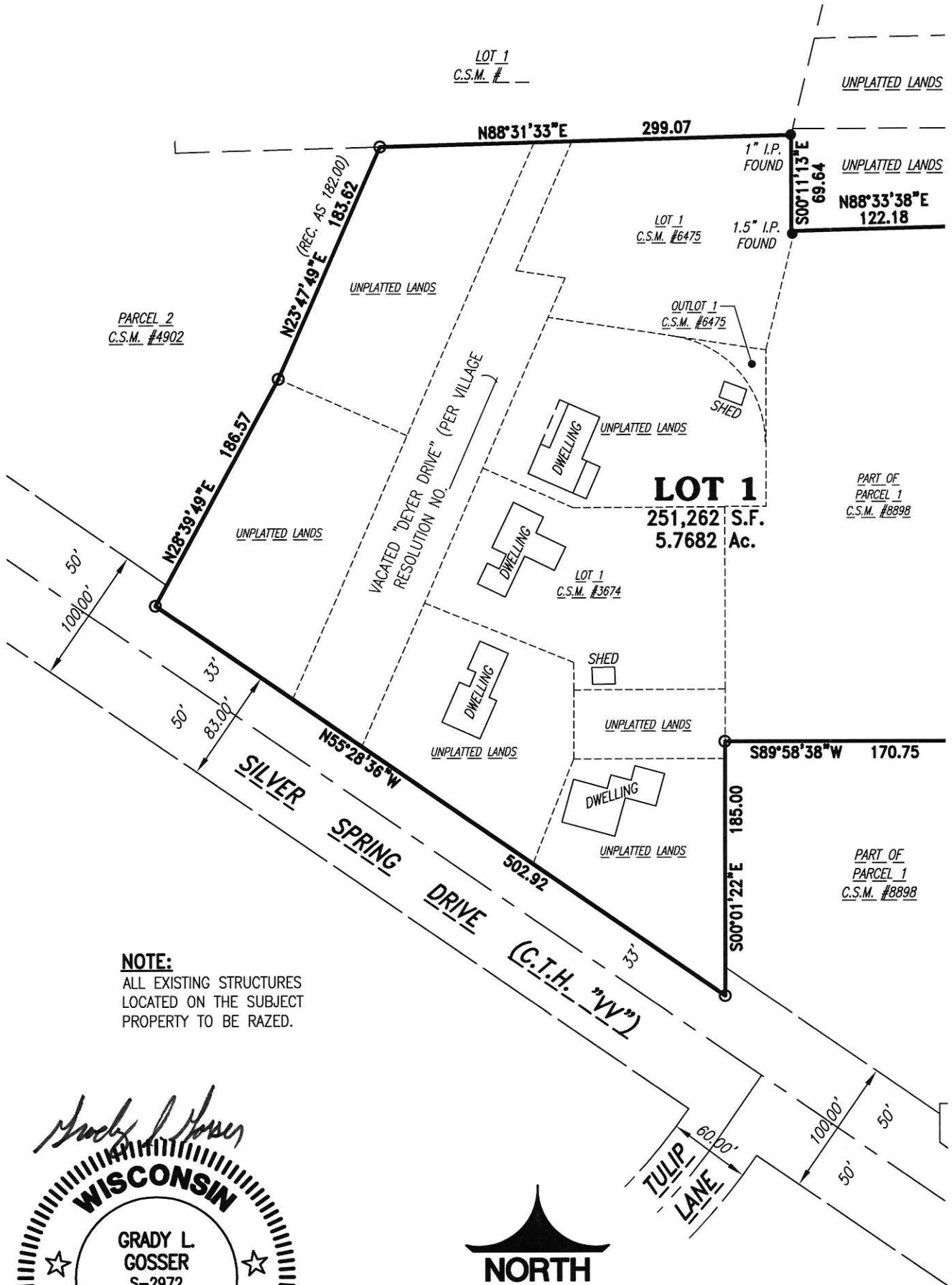
DRAFTED THIS 18th DAY OF MARCH, 2016
 THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972



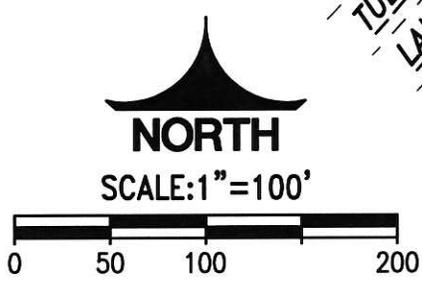
JOB NO. 15-013-974-02
 SHEET 1 OF 6

CERTIFIED SURVEY MAP NO. _____

BEING A CONSOLIDATION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3674, LOT 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6475, PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 8898, VACATED "DEYER DRIVE" AND UNPLATTED LANDS BEING LOCATED IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.



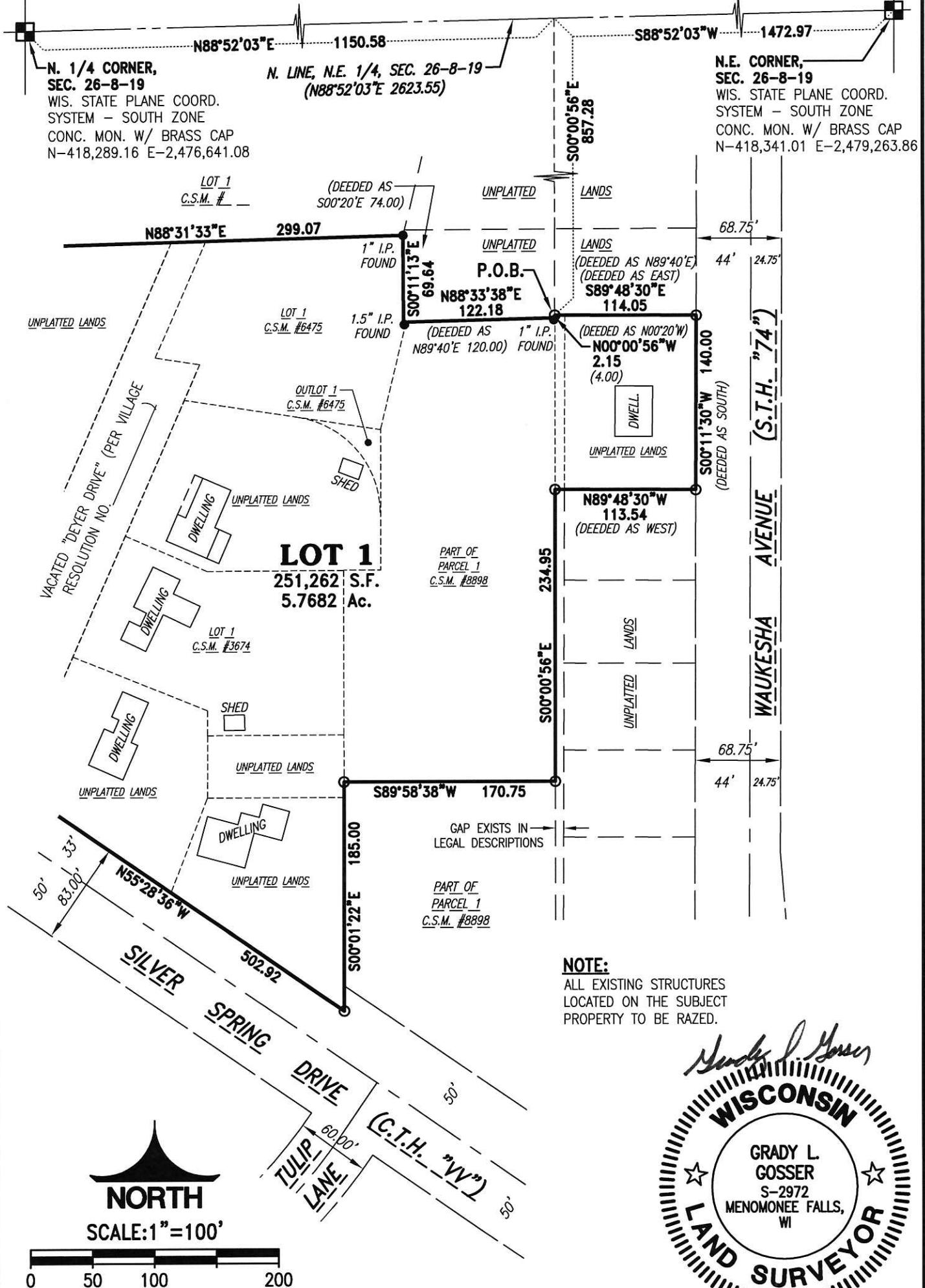
NOTE:
ALL EXISTING STRUCTURES
LOCATED ON THE SUBJECT
PROPERTY TO BE RAZED.



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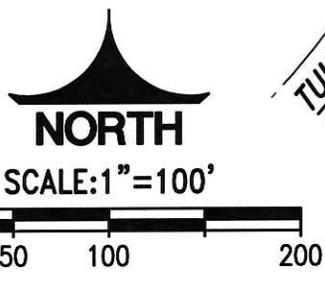


**N. 1/4 CORNER,
SEC. 26-8-19**
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
CONC. MON. W/ BRASS CAP
N-418,289.16 E-2,476,641.08

**N.E. CORNER,
SEC. 26-8-19**
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
CONC. MON. W/ BRASS CAP
N-418,341.01 E-2,479,263.86

LOT 1
251,262 S.F.
5.7682 Ac.

NOTE:
ALL EXISTING STRUCTURES
LOCATED ON THE SUBJECT
PROPERTY TO BE RAZED.



DRAFTED THIS 18th DAY OF MARCH, 2016
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 15-013-974-02
SHEET 3 OF 6

H:\C900\974\15013-02\Survey\CSMA\530CSM02.dwg

CERTIFIED SURVEY MAP NO.

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CORPORATE OWNER'S CERTIFICATE:

MAMMOTH SOUTH, LLC, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Corporation has caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Sussex, this _____ day of _____, 20 _____.

MAMMOTH SOUTH, LLC

Arthur Sawall, Member

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this _____ day of _____, 20_____, Arthur Sawall, Member of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____



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VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey map, in the Village of Sussex, Mammoth South, LLC, owner, is hereby approved by the Village Board.

All conditions have been met as of this _____ day of _____, 20_____.

Date: _____
Gregory Goetz, Village President

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Sussex.

Date: _____
Susan Freiheit, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

Approved, that the Certified Survey Map, in the Village of Sussex, Mammoth South, LLC, owner, is hereby approved by the Plan Commission.

Approved as of this _____ day of _____, 20_____.

Date: _____
Gregory Goetz, Chairperson

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Plan Commission of the Village of Sussex.

Date: _____
Susan Freiheit, Village Clerk





Village of Sussex Fire Department
N63 W24335 Main Street
Sussex, Wisconsin 53089

Fire Chief *Colin P. Curtis*
262-246-5197
Inspector *Greg Zoellick*
262-246-5220
Fire Station - *Business*
262-246-5197
Fire Station - *FAX*
262-246-5196

To: Public Safety Committee

From: Chief Colin Curtis

Date: March 31, 2016

Subject: Water Tower Court Storm Siren

After having our annual siren maintenance completed in March it was determined the Siren Controls for the storm siren located at N74 W23440 Water Tower Court were shot and needed to be replaced. Emergency Communications System Inc submitted an estimate of \$7,851.69 for total replacement of the controller and installation.

We requested a second estimate for the replacement of the entire siren. The siren is more than twenty two years old and is the last remaining American siren in the village. This siren covers Coldwater Creek, Woodland Creek, Majestic Heights, Ridgeview, Prides Crossing, Centennial Oaks, Pine Ridge, Canyon Meadows Estates, Sussex Heights, Stonewood Estates, Maple View Estates, Keystone Estates and Braddock Place Subdivision. In addition it covers Woodside Elementary School directly west of the siren location.

We are recommending we replace the siren at this time due to the age of the siren. Other factors we considered when making this recommendation were the number of remaining parts that may fail in a Twenty two year old unit, circuit boards from the radio receiver, the main mother board, rotating bearings, siren bearings and other moveable parts within the siren.

	<i>Replacement Parts</i>		<i>Replace Entire Siren</i>	
Item No 3			Electro-Mechanical Siren	\$ 8,543.47
Item No 4	CNTL, DC, One-Way High Band	\$4,828.69	CNTL, DC, One-Way High Band	\$ 4,828.69
Item No 5	Ant Grounding Plane 132-928MHZ	\$ 176.00	Ant Grounding Plane 132-928MHZ	\$ 176.00
Item No 6	Bracket, Antenna Mounting	\$ 70.00	Bracket, Antenna Mounting	\$ 70.00
Item No 7	Cable, Ant, 25' VCR	\$ 227.00	Cable, Ant, 25' VCR	\$ 227.00
Item No 9	Shipping & Handling (½ of listed)	\$ 300.00	Shipping & Handling	\$ 593.00
	Labor	\$ 2,250.00	Labor	\$ 5,250.00
	Total	\$ 7,851.69	Total	\$19,688.16

Emergency Communication Systems Inc.

N4696 Vine Rd.
 Freedom WI 54130
 920-585-4000

Estimate

Date	Estimate #
3/25/2016	4484

Name / Address
Village of Sussex FD N64W23760 Main Street Village of Sussex, WI 53089

Project

Description	Qty	Rate	Total
<ul style="list-style-type: none"> •Remove Old Siren and Controls and Install (1) Federal Signal 508 Siren and DCFBH Controller per Federal Signal installation specifications •Furnish and install 4 batteries as recommended by Federal Signal Battery Specifications •Furnish and install electrical accessories for 120 vAC operation of sirens •Test and Optimize System <p style="text-align: center;">Siren @ 20 YRS 1994 Total Replacement \$ 19,648 ⁹⁶</p>		5,250.00	5,250.00
		Total	\$5,250.00

Contact Name: Greg Zoellick

Customer: Village of Sussex FD

Address: N64W23760 Main Street

City: Sussex

State: WI

Zip: 53089

Country: USA

E-mail:

Office Phone: 262-246-5197

Mobile Phone:

Quotation No.: ANS

32015121311

Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

March 20, 2015

Item No.	Qty.	Federal Model/ Part No.	Description	Unit Price	Total
1			Project Name		
2					
3	1	508-128	ELECTRO-MECHANICAL SIREN 128DB,500HZ	\$8,543.47	\$8,543.47
4	1	DCFCBH	CNTL,DC,ONE-WAY HIGH BAND	\$4,828.69	\$4,828.69
5	1	RP164	ANT GROUNDING PLANE 132-928MHZ	\$176.00	\$176.00
6	1	AMB-RP164	BRACKET ,ANTENNA MOUNTING	\$70.00	\$70.00
7	1	10A3	CABLE, ANT,25',VCR	\$227.00	\$227.00
8					
9	1	FREIGHTANS	SHIPPING & HANDLING	\$593.00	\$593.00
10					
11					
12					
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18					
19					
20					
21					
22					
23					
Total Weight:				Total:	\$14,398.96

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to accept Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See

Delivery: 8-10 Weeks

Freight Terms: FOB - University Park, IL (Factory)

Terms: Equipment - Net 30 Days upon Shipment

Services - Net 30 Days, as completed

Proposed By:

Company: Emergency Communication Systems

Address: N4696 Vine Rd.

City,State, Zip: Freedom, WI, 54130

Country: USA

Work Phone 920-585-4000

Signature: _____

Emergency Communication Systems Inc.

N4696 Vine Rd.
 Freedom WI 54130
 920-585-4000

Estimate

Date	Estimate #
3/25/2016	4485

Name / Address
Village of Sussex FD N64W23760 Main Street Village of Sussex, WI 53089

Project

Description	Qty	Rate	Total
<ul style="list-style-type: none"> •Remove Old Siren Controls and Install (1) Federal Signal DCFBH Controller per Federal Signal installation specifications •Furnish and install 4 batteries as recommended by Federal Signal Battery Specifications •Furnish and install electrical accessories for 120 vAC operation of sirens •Test and Optimize System 	1	2,250.00	2,250.00
<p>+ ITEMS</p> <p>4 4,828.69</p> <p>5 176.00</p> <p>6 70</p> <p>7 227.00</p> <p>12-9 300.00</p> <hr/> <p>5601.69</p> <p>LABOR 2250.00</p> <p>7851.69</p>			
Total			\$2,250.00

Contact Name: Greg Zoellick

Customer: Village of Sussex FD

Address: N64W23760 Main Street

City: Sussex

State: WI

Zip: 53089

Country: USA

E-mail:

Office Phone: 262-246-5197

Mobile Phone:

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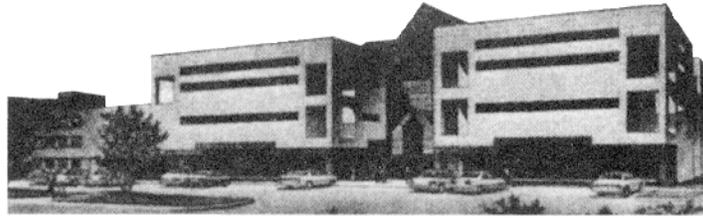
Country: USA

Work Phone 920-585-4000

Signature: _____



OFFICE OF THE SHERIFF



515 W. Moreland Blvd.
Box 1488
Waukesha, WI 53187

Waukesha County Jail
Box 0217
Waukesha, WI 53187

Waukesha County Huber
1400 Northview Road
Waukesha, WI 53188

ERIC SEVERSON, *Sheriff*

To: Sussex Public Safety Committee

From: Captain Lisa Panas

RE: Parking in Public Safety Parking lot

All,

We have noticed an increased volume of traffic in the PSB parking lot. This is disruptive to routine business and has potential to disrupt response to emergency calls for service. While we do not want to discourage use of the lot or access to the Bug Line trail, the lot needs to be adjusted with signage designating specific areas to park. This will not only assist Fire and Police in providing emergency and routine services, but ensure that the public is parking in the safest areas within the lot to conduct their business and have easy access to the bug line trail for recreational activities.

The lot is often used for craigslist transactions, child custody exchanges, drug drop offs and by citizens wishing to file complaints. I have attached a map that would be most conducive to citizens, Police and Fire.

- Northern part of lot designated Public Parking
- Both Northeast portions of lot designated Public Parking
- Western part of lot designated Law Enforcement Only
- Center portion/Southern portion/Southeast corner designated Employee Parking

Signage could consist of one posted in each area with arrows indicated designations.

See attached Diagram

Respectfully,

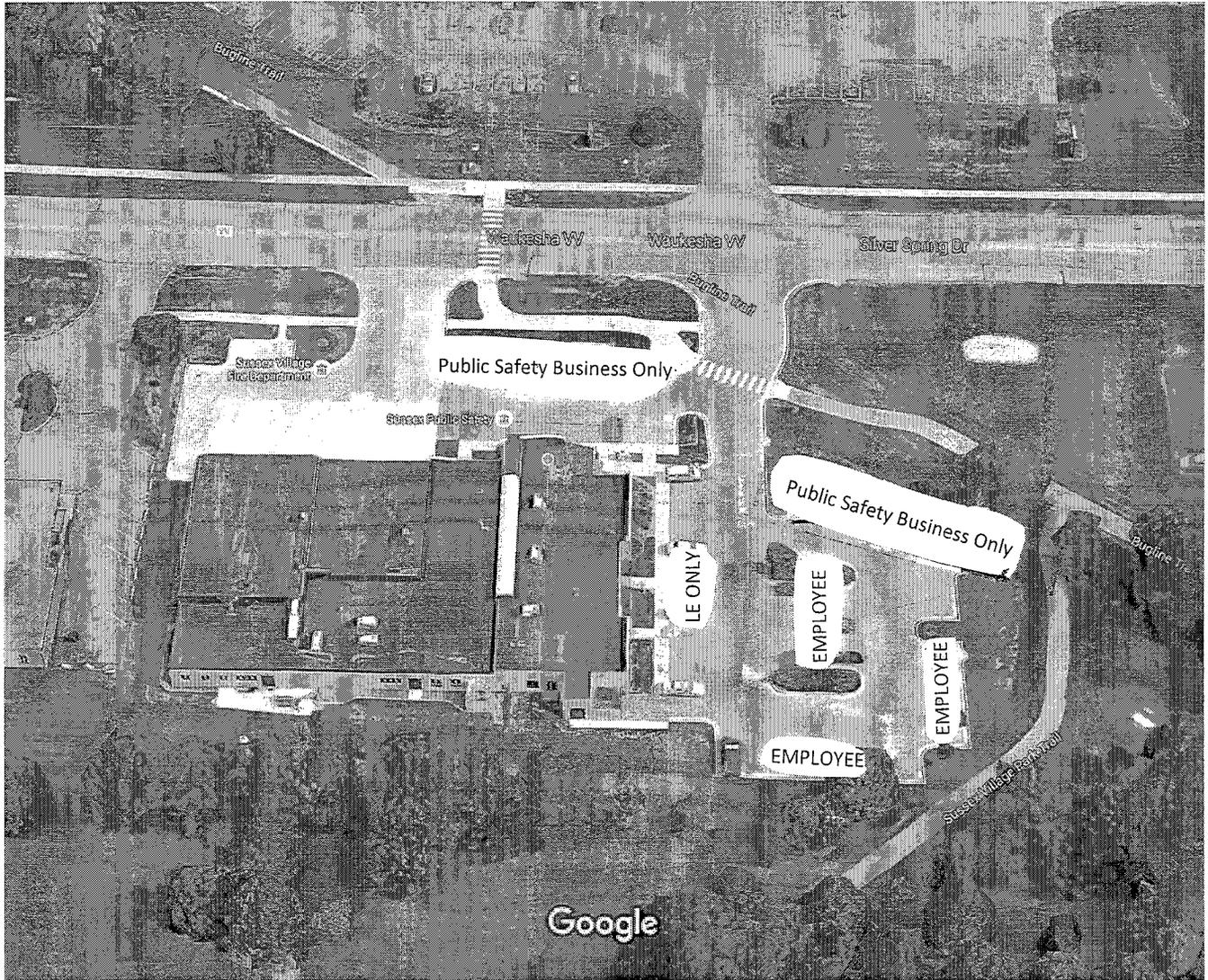
Captain Lisa Panas

An Accredited Law Enforcement Agency

Administration: 262-548-7126 Records: 262-548-7156 Process: 262-548-7151 Jail: 262-548-7170 Huber: 262-548-7181 Fax: 262-548-7887

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Google Maps



Imagery ©2016 Google, Map data ©2016 Google 20 ft

Google Maps

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$1,570,000 WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016C,
OF THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN,
AND PROVIDING FOR THE PAYMENT OF THE BONDS AND
OTHER DETAILS WITH RESPECT TO THE BONDS

WHEREAS, the Village of Sussex, Waukesha County, Wisconsin (the "Village") owns and operates its Water System (the "System") which is operated for a public purpose as a public utility; and

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes, any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility or refunding obligations issued to finance such extensions, additions and improvements from the proceeds of bonds, which bonds are payable only from the income and revenues derived from any source by such utility and are secured by a pledge of the revenues of the utility; and

WHEREAS, pursuant to a resolution adopted on July 26, 2005 (the "2005 Resolution"), the Village has heretofore issued its Water System Revenue Bonds, Series 2005, dated August 1, 2005 (the "2005 Bonds"); and

WHEREAS, pursuant to a resolution adopted on May 23, 2006 (the "2006 Resolution"), the Village has heretofore issued its Water System Revenue Bonds, Series 2006, dated June 1, 2006 (the "2006 Bonds"); and

WHEREAS, pursuant to a resolution adopted on May 14, 2013 (the "2013 Resolution"), the Village has heretofore issued its Water System Revenue Refunding Bonds, Series 2013, dated June 4, 2013 (the "2013 Bonds"); and

WHEREAS, the 2005 Bonds, the 2006 Bonds and the 2013 Bonds are payable from the income and revenues of the System on a parity as to the pledge of such income and revenues; and

WHEREAS, the Village has determined that it is necessary and desirable to refund the 2005 Bonds maturing in the years 2017 and 2018 and the 2006 Bonds maturing in the years 2017 through 2024 (collectively, the "Refunded Obligations") for the purpose of achieving debt service cost savings; and

WHEREAS, the 2013 Resolution permits the issuance of additional bonds payable from revenues of the System on a parity with the 2013 Bonds upon compliance with certain conditions; and

WHEREAS, to the best of the Village Board's knowledge, information and belief, the Village complies with such conditions; and

WHEREAS, it is necessary, desirable and in the best interests of the Village to authorize and sell water system revenue bonds (the "Bonds") for the purpose of refunding the Refunded Obligations, payable solely from the revenues to be derived from the operation of the System, which Bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes, on a parity with the 2013 Bonds; and

WHEREAS, prior to the issuance of the Bonds, revenues of the System in an amount sufficient to pay the 2005 Bonds and 2006 Bonds maturing on June 1, 2016 and all interest to accrue on the 2005 Bonds and 2006 Bonds through June 1, 2016 shall be deposited in a special account for that purpose; and

WHEREAS, other than the 2005 Bonds and the 2006 Bonds, which are being defeased or refunded, and the 2013 Bonds, the Village has no bonds or obligations outstanding which are payable from the income and revenues of the System; and

WHEREAS, the Village has directed Public Financial Management, Inc. ("PFM") to take the steps necessary to sell the Bonds; and

WHEREAS, PFM, in consultation with the officials of the Village, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on April 26, 2016; and

WHEREAS, the Village Clerk (in consultation with PFM) caused notice of the sale of the Bonds to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on April 26, 2016; and

WHEREAS, the Village has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. PFM has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, the Village Board of the Village of Sussex, Waukesha County, Wisconsin, do resolve that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Village Board of the Village hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by PFM are hereby ratified and approved in all respects. All actions taken by officers of the Village and PFM in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization of Bonds. For the purpose of paying the cost of refunding the Refunded Obligations, the Village shall borrow on the credit of the income and revenue of the System the sum of \$1,570,000. Negotiable, fully-registered bonds of the Village, in the denomination of \$5,000, or any whole multiple thereof, shall be issued in evidence thereof. The Bonds shall be designated "Water System Revenue Refunding Bonds, Series 2016C", shall be numbered from R-1 upward and shall be dated their date of issuance. The Bonds shall bear interest at the rates per annum set forth in the Proposal and shall mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable on June 1 and December 1 of each year, commencing December 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

The Bonds shall not be subject to optional redemption.

The schedule of maturities is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

The Village Board hereby determines that the refunding of the Refunded Obligations is advantageous and necessary to the Village.

Section 1C. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Village nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund, and shall be a valid claim of the registered owner or owners thereof only against the Special Redemption Fund and the Revenues of the System pledged to such fund, on a parity with the pledge granted to the owners of the 2013 Bonds. Sufficient revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the 2013 Bonds and the Bonds as the same becomes due.

Section 2. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 3. Definitions. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Annual Debt Service Requirement" means the total amount of principal and interest due in any Fiscal Year on the 2013 Bonds, the Bonds and Parity Bonds.

"Bond Year" means the one-year period ending on a principal payment date or mandatory redemption date for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Credit Facility" means any letter or line of credit, policy of bond insurance, surety bond, guarantee or similar instrument issued by a financial, insurance or other institution and which provides security and/or liquidity in respect of the Bonds or Parity Bonds.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository for the Village with respect to the Bonds.

"Fiscal Year" means the fiscal year adopted by the Village for the System, which is currently the calendar year.

"Net Revenues" means the Revenues minus all Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but excluding depreciation, debt service and tax equivalents.

"Parity Bonds" means additional bonds or obligations issued on a parity as to pledge and lien with the Bonds in accordance with the provisions of Section 7 of this Resolution.

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) the amount currently on deposit in the Reserve Account plus 10% of the proceeds of the Bonds; (b) maximum annual debt service on the 2013 Bonds and the Bonds; and (c) 125% of average annual debt service on the 2013 Bonds and the Bonds, but shall at no time exceed the maximum annual debt service requirement for outstanding obligations secured by the Reserve Account. If Parity Bonds which are to be secured by the Reserve Account are issued, the Reserve Requirement shall mean the amount on deposit in the Reserve Account prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code, but shall at no time exceed the maximum annual debt service requirement for outstanding obligations secured by the Reserve Account.

"Regulations" means the Regulations of the Commissioner of Internal Revenue under the Code.

"Revenues" means all income and revenue derived from operation of the System, including the revenues received from the Village for services rendered to it and all moneys received from any other source, including income derived from investments.

"System" means the entire Water System of the Village including all property of every nature now or hereafter owned by the Village for the extraction, collection, storage, treatment, transmission, distribution, metering and discharge of industrial and potable public water,

including all improvements and extensions thereto made by the Village while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Water System and including all appurtenances, contracts, leases, franchises and other intangibles.

Section 4. Income and Revenue Funds. When the Bonds shall have been delivered in whole or in part, the Revenues shall be set aside into the Water System Revenue Fund and then transferred to the following separate and special funds, which were created and established by Ordinance No. 277 adopted on June 2, 1983 and are hereby continued and shall be used and applied as described below:

- Revenues in amounts sufficient to provide for the reasonable and proper operation and maintenance of the System through the payment of Operation and Maintenance Expenses shall be set aside into the Water System Operation and Maintenance Fund (the "Operation and Maintenance Fund").

- Revenues in amounts sufficient to pay the principal of and interest on the 2013 Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement shall be set aside into the Water System Revenue Bond and Interest Special Redemption Fund (the "Special Redemption Fund"), to be applied to the payment of the principal of and interest on the 2013 Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement. The monies standing in the Special Redemption Fund are irrevocably pledged to the payment of principal of and interest on the 2013 Bonds, the Bonds and Parity Bonds.

- Revenues in amounts sufficient to provide a proper and adequate depreciation account for the System shall be set aside into the Water System Depreciation Fund (the "Depreciation Fund").

The Operation and Maintenance Fund and Depreciation Fund shall be deposited as received in public depositories to be selected by the Village Board in the manner required by Chapter 34, Wisconsin Statutes and may be invested in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Money in the Operation and Maintenance Fund shall be used to pay Operation and Maintenance Expenses as the same come due; money not immediately required for Operation and Maintenance Expenses shall be used to accumulate a reserve in the Operation and Maintenance Fund equal to estimated Operation and Maintenance Expenses for one month. Any money then available and remaining in the Operation and Maintenance Fund may be transferred to the Surplus Fund, which fund is hereby continued.

Revenues shall be deposited in the Depreciation Fund each month until such amount as the Village Board may from time to time determine to constitute an adequate and reasonable depreciation account for the System (the "Depreciation Requirement") is accumulated therein. Money in the Depreciation Fund shall be available and shall be used, whenever necessary, to restore any deficiency in the Special Redemption Fund and for the maintenance of the Reserve Account therein. When the Special Redemption Fund is sufficient for its purpose, funds in the Depreciation Fund may be expended for repairs, replacements, new construction, extensions or

additions to the System. Any money on deposit in the Depreciation Fund in excess of the Depreciation Requirement which is not required during the current Fiscal Year for the purposes of the Depreciation Fund, may be transferred to the Surplus Fund.

It is the express intent and determination of the Village Board that the amount of Revenues to be set aside and paid into the Special Redemption Fund (including the Reserve Account) shall in any event be sufficient to pay principal of and interest on the 2013 Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement, and the Village Treasurer shall each Fiscal Year deposit at least sufficient Revenues in the Special Redemption Fund to pay promptly all principal and interest falling due on the 2013 Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement.

The Revenues so set aside for payment of the principal of and interest on the 2013 Bonds, the Bonds and Parity Bonds shall be set apart and shall be deposited in the Special Redemption Fund so that the amount required to pay principal and interest due on the Bonds, the 2013 Bonds (while outstanding) and Parity Bonds on any payment date is on deposit in the Special Redemption Fund at least thirty (30) days prior to the payment date.

The minimum amounts to be so deposited for debt service on the Bonds, in addition to all amounts to be deposited to pay debt service on the 2013 Bonds, are set forth on the Schedule.

The Special Redemption Fund shall be used for no purpose other than the payment of interest upon and principal of the 2013 Bonds, the Bonds and Parity Bonds promptly as the same become due and payable or to pay redemption premiums. All money in the Special Redemption Fund shall be deposited in a special account and invested in legal investments subject to Section 66.0603(1m), Wisconsin Statutes, and the payments required to be made to the Special Redemption Fund shall be made directly to such account.

The Reserve Account established by a Resolution adopted on January 25, 1994 and continued by the 2013 Resolution shall be further continued to additionally secure the payment of principal of and interest on the 2013 Bonds and the Bonds. The Village covenants and agrees that upon the issuance of the Bonds an amount sufficient to make the amount on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited into the Reserve Account and shall be maintained therein.

The Village covenants and agrees that at any time that the Reserve Account is drawn on and the amount in the Reserve Account shall be less than the Reserve Requirement, an amount equal to one-twelfth of the Reserve Requirement will be paid monthly into the Reserve Account from those funds in the Special Redemption Fund, the Operation and Maintenance Fund, the Depreciation Fund and the Surplus Fund which are in excess of the minimum amounts required by the preceding paragraphs to be paid therein until the Reserve Requirement will again have accumulated in the Reserve Account. No such payments need be made into the Reserve Account at such times as the monies in the Reserve Account are equal to the highest remaining annual debt service requirement on the 2013 Bonds, the Bonds and Parity Bonds secured by the Reserve Account in any Bond Year. If at any time the amount on deposit in the Reserve Account exceeds the Reserve Requirement, the excess shall be transferred to the Special Redemption Fund and used to pay principal and interest on the Bonds. If for any reason there shall be insufficient

funds on hand in the Special Redemption Fund to meet principal or interest becoming due on the 2013 Bonds, the Bonds or Parity Bonds secured by the Reserve Account, then all sums then held in the Reserve Account shall be used to pay the portion of interest or principal on such 2013 Bonds, Bonds or Parity Bonds becoming due as to which there would otherwise be default, and thereupon the payments required by this paragraph shall again be made into the Reserve Account until an amount equal to the Reserve Requirement is on deposit in the Reserve Account.

In lieu of the deposit of moneys in the Reserve Account, or in substitution of moneys previously deposited therein, the Village at any time may cause to be credited to the Reserve Account a Credit Facility for the benefit of the owners of the outstanding 2013 Bonds, Bonds and any Parity Bonds secured by the Reserve Account equal to the difference between the Reserve Requirement and all other amounts then on deposit (or, in the case of substitution of moneys previously on deposit therein, the amount remaining on deposit) in the Reserve Account. Any funds in the Reserve Account that are subsequently replaced by a Credit Facility shall be deposited in the Special Redemption Fund and used to pay principal and interest on the outstanding 2013 Bonds, Bonds and Parity Bonds; provided that the Village may transfer such funds to any other fund or account under this Resolution upon receipt of an opinion of nationally-recognized bond counsel to the effect that such transfer will not adversely affect the tax-exempt nature of the interest on any outstanding 2013 Bonds, Bonds or Parity Bonds. The Credit Facility shall be payable (upon the giving of notice as required thereunder) on any date on which moneys will be required to be withdrawn from the Reserve Account and applied to the payment of the principal or redemption price of or interest on any 2013 Bonds, Bonds or Parity Bonds when such withdrawals cannot be made by amounts credited to the Reserve Account. Any insurer providing such Credit Facility shall be an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in the highest rating category by either Standard & Poor's Ratings Services., Moody's Investors Service, Inc. or Fitch, Inc. or any insurer who holds the highest policyholder rating accorded insurers by A.M. Best & Co. or any comparable service. Any bank or other institution providing such Credit Facility shall be a bank or other institution which is rated not lower than the second highest rating category by either Standard & Poor's Ratings Services, Moody's Investors Service, Inc. or Fitch, Inc., and the Credit Facility itself shall be rated not lower than the ratings on the bank or other institution. If a disbursement is made pursuant to a Credit Facility provided pursuant to this paragraph, the Village shall be obligated either (i) to reinstate the maximum limits of such Credit Facility or (ii) to deposit funds into the Reserve Account, or a combination of such alternatives, so that the amount credited to the Reserve Account again equals the Reserve Requirement.

Funds in the Special Redemption Fund in excess of the minimum amounts required to be paid therein plus reserve requirements may be transferred to the Surplus Fund.

Money in the Surplus Fund shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Special Redemption Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created by this section.

Section 5. Service to the Village. The reasonable cost and value of any service rendered to the Village by the System by furnishing water services for public purposes, including reasonable health protection charges, shall be charged against the Village and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the Village collected or in the process of collection, exclusive of the Revenues, and out of the tax levy of the Village made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the amount of such reasonable cost and value shall be equal to such amount as may be necessary from year to year to pay the balance of an amount which, together with Revenues of the System, will produce Net Revenues equivalent to not less than 1.25 times the Annual Debt Service Requirement. Such compensation for such service rendered to the Village shall, in the manner provided hereinabove, be paid into the separate and special funds described in Section 4 of this Resolution. However, such payment is subject to (a) annual appropriations by the Village Board therefor, (b) approval of the Wisconsin Public Service Commission, or successors to its function, if necessary, and (c) applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Village to make any such appropriation over and above the reasonable cost and value of services rendered to the Village and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 6. Operation of System; Village Covenants. It is covenanted and agreed by the Village with the owner or owners of the Bonds, and each of them, that:

(a) The Village will faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, and will collect and segregate the Revenues of the System and apply them to the respective funds and accounts described hereinabove;

(b) The Village will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions, extensions, or improvements that may be made part thereto, except that the Village shall have the right to sell, lease or otherwise dispose of any property of the System found by the Village Board to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Special Redemption Fund or applied to the acquisition or construction of capital facilities for use in the normal operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund;

(c) The Village will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or its Revenues or could impair the security of the Bonds;

(d) The Village will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Fiscal Year Net Revenues shall not be less than 125% of the Annual Debt Service Requirement, and so that the Revenues of the System herein agreed to be set aside to provide for the payment of the 2013 Bonds, the Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes;

(e) The Village will prepare a budget not less than sixty days prior to the end of each Fiscal Year and, in the event such budget indicates that the Net Revenues for each Fiscal Year will not exceed the Annual Debt Service Requirement for each corresponding Fiscal Year by the proportion stated hereunder, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of Net Revenues to the Annual Debt Service Requirement shall be accomplished as promptly as possible;

(f) The Village will keep proper books and accounts relative to the System separate from all other records of the Village and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year; (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the Village has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (7) the volume of water used as the basis for computing the service charge. The owners of any of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Village relating thereto; and

(g) So long as any of the Bonds are outstanding the Village will carry for the benefit of the owners of the Bonds insurance of the kinds and in the amounts normally carried by private companies or other public bodies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenue of the System payable into the separate funds and accounts named in Section 4 of this Resolution. All money received for losses under any casualty policies shall be used in repairing the damage or in replacing the property destroyed provided that if the Village Board shall find it is inadvisable to repair such damage or replace such property and that the operation of the System has not been impaired thereby, such money shall be deposited in the Special Redemption Fund, but in that event such payments shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund.

Section 7. Additional Bonds. The Bonds are issued on a parity with the 2013 Bonds. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if their lien and pledge is junior and subordinate to that of the Bonds. Additional obligations may be issued on a parity with the Bonds as to the pledge of Revenues of the System ("Parity Bonds") only if all of the following conditions are met:

a. The Debt Service Coverage Test (described below) must be satisfied:

(1) The Debt Service Coverage Test is satisfied if the Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds were equal to at least 1.25 times the highest annual principal and interest requirements on

all bonds outstanding payable from Revenues of the System and on the Bonds then to be issued in any Fiscal Year. Should an increase in permanent rates and charges, including those made to the Village, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Revenues for purposes of such computation shall include such additional Revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The Debt Service Coverage Test is also satisfied if an independent certified public accountant or consulting professional engineer provides a certificate setting forth for each of the three Fiscal Years commencing with the Fiscal Year following that in which the projects financed by such additional bonds are to be completed, the projected Net Revenues and the maximum annual interest and principal requirements on all bonds outstanding payable from the Revenues of the System and on the bonds then to be issued (the "Maximum Annual Debt Service Requirement"); and demonstrating that for each such Fiscal Year the projected Net Revenues will be in an amount not less than 125% of such Maximum Annual Debt Service Requirement.

b. The payments required to be made into the funds and accounts enumerated in Section 4 of this Resolution (including the Reserve Account, but not the Surplus Fund) must have been made in full.

c. The Parity Bonds must have debt service (principal and/or interest) falling due on June 1 and December 1 of each year.

d. If the Parity Bonds are to be secured by the Reserve Account, the amount on deposit in the Reserve Account must be increased to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 3 of this Resolution. This requirement may be satisfied through the deposit of cash or a Credit Facility.

e. The proceeds of the Parity Bonds must be used only for the purpose of providing additions, extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 8. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced above and incorporated herein) be and it hereby is accepted and the President and Village Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the Village. The good faith deposit of the Purchaser shall be retained by the Village Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the Village are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 9. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Special Redemption Fund. An amount of proceeds of the Bonds, if any, necessary to make the amount currently on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited in the Reserve Account. Any amounts on deposit in the Reserve Account exceeding the Reserve Requirement shall be transferred to the Special Redemption Fund and applied to the refunding of the Refunded Obligations. An amount of proceeds of the Bonds sufficient to provide for the payment of the Refunded Obligations shall be deposited in a special account designated the "Refunding Fund" for that purpose. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Bonds.

Section 10. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

a. The Village may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and

b. This Resolution may be amended, in any respect, with the written consent of the owners of not less than two-thirds of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Village; provided, however, that no amendment shall permit any change in the pledge of Revenues derived from the System, or in the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 11. Defeasance. When all Bonds have been discharged, all pledges, liens, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Village may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The Village, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The Village, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Village's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Village's option, if said Bond is prepayable, at its earliest redemption

date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for. Upon such payment or deposit, in the amount and manner provided by this Section, all liability of the Village with respect to the Bonds shall cease, terminate and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

Section 12. Investments and Arbitrage. Monies accumulated in any of the funds and accounts referred to in Sections 4 and 9 hereof which are not immediately needed for the respective purposes thereof, may be invested in legal investments subject to the provisions of Sec. 66.0603(1m), Wisconsin Statutes, until needed. All income derived from such investments shall be credited to the fund or account from which the investment was made; provided, however, that at any time that the Reserve Requirement is on deposit in the Reserve Account, any income derived from investment of the Reserve Account shall be deposited into the Special Redemption Fund and used to pay principal and interest on the Bonds. A separate banking account is not required for each of the funds and accounts established under this Resolution; however, the monies in each fund or account shall be accounted for separately by the Village and used only for the respective purposes thereof. The proceeds of the Bonds shall be used solely for the purposes for which they are issued but may be temporarily invested until needed in legal investments. No such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder (the "Regulations").

An officer of the Village, charged with the responsibility for issuing the Bonds, shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations.

Section 13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Village and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 10, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Village, the governing body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Village, its governing body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Village and on file in the Village Clerk's office.

Section 15. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the Village Clerk or Village Treasurer (the "Fiscal Agent").

Section 16. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 17. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 18. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 19. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 20. Redemption of Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on June 1, 2016 at a price of par plus accrued interest to the date of redemption.

The Village hereby directs the Village Clerk to work with PFM to cause timely notice of redemption, in substantially the forms attached hereto as Exhibits F-1 and F-2 and incorporated herein by this reference (the "Notices"), to be provided at the times, to the parties and in the manner set forth on the Notices. All actions heretofore taken by the officers and agents of the Village to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 21. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 22. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 23. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 24. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 25. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 26. Conflicting Ordinances or Resolutions. All prior ordinances, resolutions (other than the 2013 Resolution), rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the 2013 Resolution, the 2013 Resolution shall control so long as any of the 2013 Bonds are outstanding.

Adopted, approved and recorded April 26, 2016.

Gregory L. Goetz
President

ATTEST:

Susan M. Freiheit
Village Clerk

(SEAL)

DRAFT

EXHIBIT A

Official Notice of Sale

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WAUKESHA COUNTY
NO. R-____ VILLAGE OF SUSSEX \$_____
WATER SYSTEM REVENUE REFUNDING BOND, SERIES 2016C

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
June 1, _____, 2016 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the Village of Sussex, Waukesha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds are subject to optional redemption.

This Bond is one of an issue aggregating \$1,570,000, issued for the purpose of refunding obligations of the Village issued to finance additions, improvements and extensions to the Village's Water System, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted April 26, 2016, and entitled: "Resolution Authorizing the Issuance and Sale of \$1,570,000 Water System Revenue Refunding Bonds, Series 2016C, of the Village of Sussex, Waukesha County, Wisconsin, and

Providing for the Payment of the Bonds and Other Details with Respect to the Bonds" (the "Resolution") and is payable only from the income and revenues derived from the operation of said Water System. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by Ordinance No. 277 adopted on June 2, 1983 and continued by the Resolution. The Bonds are issued on a parity with the Village's Water System Revenue Refunding Bonds, Series 2013, dated June 4, 2013. This Bond does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory debt limitation or provision.

This Bond has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Village from the operation of its Water System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Village of Sussex, Waukesha County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN

By: _____
President

By: _____
Village Clerk

(SEAL)

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT F-1

NOTICE OF FULL CALL*

Regarding

VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN
WATER SYSTEM REVENUE BONDS, SERIES 2005
DATED AUGUST 1, 2005

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the Village for prior payment on June 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
06/01/2017	\$100,000	4.05%	869321EJ4
06/01/2018	100,000	4.10	869321EK1

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before June 1, 2016.

Said Bonds will cease to bear interest on June 1, 2016.

By Order of the
Village Board
Village of Sussex
Village Clerk

Dated _____

* To be provided by facsimile transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days prior to June 1, 2016 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

EXHIBIT F-2

NOTICE OF FULL CALL*

Regarding

VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN
WATER SYSTEM REVENUE BONDS, SERIES 2006
DATED JUNE 1, 2006

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the Village for prior payment on June 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
06/01/2017	\$100,000	4.125	869322AK3
06/01/2018	125,000	4.15	869322AL1
06/01/2019	150,000	4.20	869322AM9
06/01/2020	175,000	4.25	869322AN7
06/01/2021	175,000	4.30	869322AP2
06/01/2022	200,000	4.35	869322AQ0
06/01/2023	200,000	4.375	869322AR8
06/01/2024	200,000	4.40	869322AS6

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before June 1, 2016.

Said Bonds will cease to bear interest on June 1, 2016.

By Order of the
Village Board
Village of Sussex
Village Clerk

Dated _____

* To be provided by facsimile transmission, electronic transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days prior to June 1, 2016 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org. Notice shall also be provided to Financial Security Assurance Inc., or any successor, the bond insurer of the Bonds.

RESOLUTION NO. 16-_____

WHEREAS: The Village of Sussex is interested in acquiring or developing lands for public outdoor recreation purposes as described in the application; and

WHEREAS: Financial aid is required to carry out the project;

THEREFORE, BE IT RESOLVED that the Village of Sussex has budgeted a sum sufficient to complete the project or acquisition; and

HEREBY AUTHORIZES Jeremy Smith, Village Administrator to act on behalf of the Village of Sussex to:

1. Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
2. Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
3. Submit signed documents; and
4. Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the Village of Sussex will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Adopted this _____ day of _____, 2016.

Gregory L. Goetz
Village President

ATTEST: _____
Susan M. Freiheit
Clerk-Treasurer

NOTICE: Use of this form is required by the Department for any application filed pursuant to ss. NR 50.06, NR 50.21, and NR 51, Subchapters XI-XV, Wis. Adm. Code. The Department will not consider your application unless you complete and submit this application form. Personal identifiable information will only be used in conjunction with the programs listed above. If you have any questions contact your local community service specialist. Personally identifiable information provided on this form will be used for program administration and will be available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

For DNR Use Only			
Eligible For:			
<input type="checkbox"/> ACQUISITION & DEVELOPMENT OF LOCAL PARKS	<input type="checkbox"/> ACQUISITION OF DEVELOPMENT RIGHTS		
<input type="checkbox"/> URBAN RIVERS	<input type="checkbox"/> URBAN GREEN SPACE		
<input type="checkbox"/> LAND AND WATER CONSERVATION FUND	<input type="checkbox"/> RECREATIONAL TRAILS ACT		
Applicant Village of Sussex		Individual Authorized to Act on Behalf of Applicant: Jeremy Smith	
Street or PO Box N64W23760 Main St		Title Village Administrator	
City, State, Zip Code Sussex		Telephone Number: () 262-246-5200	Fax Number: (262) 246-5222
County Waukesha	Current Population 10,843	Year 2016	E-Mail Address jsmith@villagesussex.org
Mail Check to (If different from applicant):			
Name:		Address:	
Organization:		City	State Zip

REQUIREMENT:	Is this project part of an adopted comprehensive outdoor recreation plan that has been approved by the DNR? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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- INSTRUCTIONS:**
- Complete Sections 1 and 2 and the appropriate project rating sections - 3, 4 or 5.
 - Submit an electronic version (cd, flash drive) of application and applicable materials with hard copy.
 - Answer all questions in provided space. Attach additional pages if needed.

SECTION 1: PROJECT INFORMATION

Project Title: The Bugline Trail - Madeline Park Trailhead Project						Financial Summary	
						Total Project Costs (from Worksheet, Form 8700-014) \$ 419,518.00	Grant Request (up to 50%) \$ 209,759.00
Project Type: (Check one) <input type="checkbox"/> Maintenance (RTA only)						Sponsor Match Sources: Sponsor Funds: <i>Cash</i> \$ <u>104,759.00</u> <i>Force Account Labor</i> _____ <i>Force Account Equipment</i> _____ <i>Force Account Materials</i> _____ Donations (Non-Governmental) <i>Land</i> \$ _____ <i>Cash</i> _____ <i>Labor</i> _____ <i>Materials</i> <u>105,000.00</u> <i>Equipment</i> _____ Other Government's Contributions \$ _____ _____ _____ _____	
<input checked="" type="checkbox"/> Development <input type="checkbox"/> Renovation <input type="checkbox"/> Land Acquisition <input type="checkbox"/> Easement							
Project Location							
Township 8N	Range 19E	Section 23	1/4 1/4 SW SE	County Waukesha			
GPS Coordinates: Latitude 43.135747 Longitude 88.209803							
Congressional/Legislative District Numbers							
WI Senate 33	WI Assembly 98	US Congress WIS 5					
D-U-N-S # 787265529						Total Sponsor Match:	\$ 209,759.00

PROJECT DESCRIPTION: Provide a detail description of the project proposal that includes the primary purpose and goals; description of the project (site, existing conditions, improvements); public access and use; land management plans; problems; implementation and key partnerships; timeline; and operation and maintenance of the project. Attach additional pages if needed.

The Bugline Trail-Madeline Park Trailhead Project

This project includes the relocation of a 1914 Train Depot building, which currently serves as the Sussex Area Historical Society Museum to Madeline Park as a Village owned and maintained park trailhead facility. The Depot originally was located on the railroad running adjacent to this park and as part of this project will return to its historical roots to serve as a regional trailhead facility with bathrooms, small meeting space for environmental education and park rentals, a small 7 parking space lot for users of the regional Bugline trail and adjacent park or the nearby Waukesha County Cooling Meadows Nature Preserve, and a small playground as a respite spot for families using the trail or walking from the adjacent neighborhood. Please see the attached project map, letter of support, area map and building pictures for more information.

The project is designed to provide a trailhead to the regional Bugline trail at approximately the midway point of the trail, to provide restrooms, parking and resting spot for people, and a largely passive park setting for enthusiasts of nature and relaxation. A trail would run from the parking lot a short distance to cross the street and connect with the Bugline Trail. The project is also designed as a place for the public to have a gathering place for small education sessions and allow their families to gather for recreational events. The larger park areas adjacent to the project site have a stream, wetlands, marsh, upper woodlands, meadow, and open field. Immediately adjacent to the depot a small playground would be established for users of the trail system to stop at and for the neighborhood to utilize.

The site of the project has gentle slope towards a basin that collects stormwater, which feeds the wetland and stream corridor. The space is a current Village park and is maintained by the Village of Sussex.

The building would be open like other park buildings generally year round during sunlight hours and would be handicapped accessible and available to the general public. The project would be completed in 2017.

The key partnerships have already been established with the Historical Society donation of the building to the Village, the Friends of Sussex Park and Recreation supporting the project, and Waukesha County who operates the Bugline Trail, as well as the Cooling Meadows Nature Preserve. See Exhibits A - F for more information.

BACKGROUND SUMMARY: Provide a description of the project's planning process and historical background.

The Village's Park Board has discussed Madeline Park and its connection with the Regional Bugline Trail for many years. There has been a need for parking for those who wish to use the trail, and a place to use restrooms, or take a break to rest or allow children to play about halfway through the regional trails route. The Village Park Boards' discussions have included meetings with the neighborhood and broader community about the best uses for this park including a meeting held at the Park. After years of discussion, the Historical Society, asked the Village to keep and maintain the Historic Train Depot that had served as their museum as they moved into the new Civic Campus building. The Village Board agreed to accept the donations of the Depot and would like to move it to the Madeline Park, to serve as a trailhead and bathroom facility for the Regional Bugline Trail and serve the passive recreation needs of those using Madeline Park, the Bugline Trail, and the very adjacent Waukesha County Cooling Meadows Nature Area. The Depot historically sat along the Union Pacific Railroad line, which is adjacent to Madeline Park so in essence the Depot is returning to its historical route and will serve the public for many years to come. The goal to provide needed facilities for passive recreation users of the community is a great use of community resources and is embraced by the Historical Society, Waukesha County Parks and Land Use Department, Friends of Sussex Parks and Recreation, the Village of Sussex, and the community. This project serves a population well beyond the Village of Sussex with regional impact of the Bugline Regional Trail and meets the intent of the Stewardship Program and the Federal Trails program very well.

SECTION 2: GENERAL PROJECT INFORMATION

1. Park/Trail/Recreational Area Name: Madeline Park (i.e. Lakeshore Park, Big Ben Recreational Area, Six Mile Wilderness Trail, etc.)

Total Park Acreage: 3.882 Acreage for this Project: .82

Project site is undeveloped Project site is partially developed

2. Are there any underground utility easements or overhead power lines on the property? Explain:
No

3. How will the public access the property? (Check types)

Roadway Trail Adjacent applicant property Other: _____

By Water

4. When will the property or facility be open to the public? Every day during daylight

5. Who is the primary project manager? Applicant from Page 1 Other – Specify:

6. Who is handling the financial administration of the project? Applicant from Page 1 Other - Specify:

7. Estimated Project Timeline:

Acquisition: Have you already purchased the property? If yes, date _____

If so, have you received a DNR "letter of retroactivity" for the project? Yes No

If no, anticipated closing date: _____

Development: Anticipated Start Date May 2017

Anticipated Completion Date August 2017

8. Describe the current project site and use. (Include physical characteristics, topography, vegetation cover type, presence of any waterways/wetlands, current land use and zoning classification, etc.)

The site is a park that comprises a large mowed field across the street from a stream and wetland complex and the Bugline Regional Trail. It has a slight slope towards a stormwater inlet that feeds the wetlands. The land is zoned P-1 Park.

9. Are there any known controversies/complications with the proposed project? Are there any measures proposed to address the controversies/complications?

This project is endorsed by all of the stakeholders including the neighbors. It resolves long standing desires of the community to utilize this park space for more than open spaces and to provide a trailhead for the County's recreational Bugline Trail.

10. Has the area been surveyed for endangered and rare species? If yes, explain.

No, it is a mowed park. The project will not impact or enter the wetlands or stream area.

11. Have you discussed the project with your regional DNR Community Services Specialist? Yes No

DNR Contact Jim Ritche

12. What public use activities will be available within this park, recreational area, greenspace, etc? (check all that apply)

- | | | | |
|-------------------------------------|--|-------------------------------------|---|
| <input checked="" type="checkbox"/> | 1. Hiking | <input type="checkbox"/> | 14. ATV trail |
| <input type="checkbox"/> | 2. Hunting | <input type="checkbox"/> | 15. Snowmobile trail |
| <input type="checkbox"/> | 3. Fishing | <input checked="" type="checkbox"/> | 16. Picnic area |
| <input checked="" type="checkbox"/> | 4. Trapping | <input checked="" type="checkbox"/> | 17. Snowshoeing |
| <input checked="" type="checkbox"/> | 5. Cross-country skiing | <input checked="" type="checkbox"/> | 18. Nature study/wildlife observation/photography |
| <input type="checkbox"/> | 6. Non-motorized boat access (canoe, kayak) | <input checked="" type="checkbox"/> | 19. Bird Watching |
| <input type="checkbox"/> | 7. Motorized boat launch | <input type="checkbox"/> | 20. Other activities (describe): |
| <input type="checkbox"/> | 8. Swimming area | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> | 9. Biking | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | 10. Horseback riding | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | 11. Camping facilities | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> | 12. Playground/playfield/intensive recreational area | <input type="checkbox"/> | _____ |

IF ACQUISITION: *Also, complete back of Form 8700-014, Cost Estimate Worksheet*

13. The landowner (seller) is a(an): Individual Developer Corporation Other: _____

14. Is the property located within the boundaries of another unit of government? Yes No
 If yes, attach copy of approval resolution from other jurisdiction.

15. Is the property currently being leased or rented? Yes No
 If yes, Date agreement expires: _____
 If yes, explain and include copy of the lease.

16. Are there any buildings on the property? Yes No
 If yes, explain what will be done with them.

17. After (or at the time of) the land purchase, will a conservation easement be executed on the property?
 Yes No If yes, explain and attach draft easement.

18. Did the seller originally acquire property 3 or less years before expected date of purchase? Yes No
 If yes, attach copy of seller's deed for potential grant calculation purposes.

19. Will the property be transferred to another eligible sponsor? Yes No
 If yes, explain and provide the adopting resolution from the accepting sponsor and agreement between you.
 Has the accepting sponsor been notified of the legal requirements of the program and agree to abide by them?

20. Is seller requiring payment for property over time? Yes No
 If yes, explain.

IF DEVELOPMENT: Also, complete form 8700-014, Cost Estimate Worksheet

21. Does someone other than the applicant from page 1, own the site? Yes No
 If yes, explain and attach easement or lease document.

22. Does the State of Wisconsin own the site? Yes No
 If yes, explain and attach the land use agreement/memorandum of understanding.

23. What soil disturbance will be occurring on the site and what is the size of the total disturbed area?
 Soil will be disturbed to establish a foundation for the building, to install the laterals for sewer and water,
 install the small parking lot (7 stalls) and install the playground. Less than 3/4 of an acre will be disturbed.

I certify that information in this application and all its attachments are true and correct and in conformity with applicable Wisconsin Statutes. My completed application includes Section 1 and 2 plus Sections 3, 4, and/or 5.

Name of Authorized Representative Jeremy Smith	Title Village Administrator
Signature	Date Signed 4/20/16

Send completed application materials to your DNR Region Community Services Specialist.

Community Services Specialist
 West Central Region
 1300 W. Clairemont Avenue
 Eau Claire WI 54701
 TELEPHONE: (715) 839-3751
 FAX: (715) 839-6076

Community Services Specialist
 Northeast Region
 2984 Shawano Ave.
 Green Bay, WI 54313-6727
 TELEPHONE: (920) 662-5121
 FAX: (920) 662-5413

Community Services Specialist
 Northern Region – Spooner
 810 W. Maple Street
 Spooner, WI 54801
 TELEPHONE: (715) 635-4130
 FAX: (715) 635-4105

Community Service Specialist
 Northern Region - Cumberland
 1341 2nd Avenue, PO Box 397
 Cumberland, WI 54829-0397
 TELEPHONE: (715) 822-2758
 FAX: (715) 822-3592

Community Services Specialist
 South Central Region
 3911 Fish Hatchery Rd
 Fitchburg WI 53711
 TELEPHONE: (608) 275-3265
 FAX: (608) 275-3338

Community Services Specialist
 Southeast Region
 2300 N. Dr. Martin Luther King Jr. Dr.
 Milwaukee WI 53212
 TELEPHONE: (414) 263-8610
 FAX: (414) 263-8661

Community Services Specialist
 Northern Region – Rhinelander
 107 Sutliff Avenue
 Rhinelander, WI 54501
 TELEPHONE: (715) 365-8928
 FAX: (715) 365-8932

Stewardship & LWCF Project Rating Questions -- Go To Section 3
Acquisition of Development Rights Rating Questions – Go To Section 4
Recreational Trails Act Project Rating Questions – Go To Section 5
Answers all questions and submit required information when instructed.

Application Checklist: Complete this form as you assemble your grant application. (✓) items included with your application.		
ACQUISITION PROJECT	DEVELOPMENT PROJECT	APPLICATION ITEM
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Completed Application
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Project Resolution by Grant Sponsor (see example in Appendix F)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Project Location Map
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Project Boundary Map (see example in Appendix C)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Topographical Map
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Legal Description and GPS Coordinates
N/A	<input checked="" type="checkbox"/>	7. To-scale Site Plan, Preliminary Building Drawing Plans (example in Appendix E)
<input type="checkbox"/>	N/A	8. Conceptual Future Site Plan - if trails, facilities, etc., are to be developed (see Appendix E)
N/A	<input checked="" type="checkbox"/>	9. Estimated Construction Timeline, Including Schedule of Dev. Phases (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	10. Cost Estimate worksheet - Form 8700-014 (Appendix L)
N/A	<input type="checkbox"/>	11. Draft Easement or Lease Document (if development project is on land not owned by applicant)
	<input type="checkbox"/>	12. Required Permits
<input type="checkbox"/>	<input type="checkbox"/>	13. Appraisal(s) (For Development Projects - Third party land donation used as match)
<input type="checkbox"/>		14. Just Compensation Form (if price negotiated & federal funds are being considered)
<input type="checkbox"/>		15. Relocation Plan (if applicable)
<input type="checkbox"/>		16. Signed Option or Offer to Purchase
<input type="checkbox"/>		17. Agricultural Impact Statement (if applicable)
<input type="checkbox"/>		18. Environmental Hazards Assessment Form (Form 1800-001)
<input type="checkbox"/>	<input type="checkbox"/>	19. If brownfield site - remediation plan information
<input type="checkbox"/>	<input type="checkbox"/>	20. If brownfield site and remediation has occurred - signed DNR Final Close Out Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	21. Parkland Dedication Ordinance Adoption Resolution (if applicable)
<input type="checkbox"/>	N/A	22. If property located in another jurisdiction - approval resolution from other jurisdiction
<input type="checkbox"/>		23. If seller has owned property for less than three (3) years - copy of seller's deed
<input type="checkbox"/>	<input checked="" type="checkbox"/>	24. Electronic version of application and required documentation.
<input type="checkbox"/>	N/A	25. Knowles-Nelson Stewardship grant Public Access & Acceptable Uses Form (Form 8700-332) - (Appendix I)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	26. Copy of Warranty Deed
For DNR Use		

SECTION 3: Stewardship & LWCF Project Rating Questions

GRANT ELIGIBILITY REQUIREMENTS	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
<p>A. COMPREHENSIVE OUTDOOR RECREATION PLAN – The project is referenced in a locally adopted comprehensive outdoor recreation or land use plan. Plan: Comprehensive Outdoor Recreation Plan Village of Sussex Page #: 20 See Exhibit 3.A. + Include plan cover page and pages on which the project appears. <i>IF NO – YOUR PROJECT IS INELGIBLE!</i></p>	YES	YES NO	YES NO	YES NO	YES NO
<p>B. NATURE-BASED OUTDOOR RECREATION – The recreational opportunities provided by the project will only be nature-based outdoor recreation. Do not confuse this with the nature-based outdoor activities requirement of hunting, trapping, fishing, hiking, and cross-country skiing. The project's primary focus or purpose is the appreciation or enjoyment of nature. Activities include, but not limited to hiking, bicycling, picnicking, camping, fishing, nature study, etc. Ineligible activities include but are not limited to sports that require extensively developed open space such as dedicated sports fields, swimming pools, and tennis courts. Explain the primary focus or purpose of the project: This project will enable more people to access nature-based outdoor activities by providing a trailhead location with parking for the Bugline trail and also a location for them to shelter while hiking, bicycling, picnicking or interacting with nature. <i>IF YOUR PROJECT CONTAINS ACTIVE RECREATION, PLEASE CONTACT YOUR COMMUNITY SERVICES SPECIALIST FOR FURTHER GUIDANCE!</i></p>	YES	YES NO	YES NO	YES NO	

Project Rating Questions

Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
ACQUISITION & DEVELOPMENT PROJECTS					
<p>1. ECONOMIC OR COMMUNITY DEVELOPMENT PLAN – The project is referenced in a locally adopted economic, community, or comprehensive development plan. (1 pt.) The plan recognizes the importance of outdoor public recreation to the community's development or economy. Plan: Village of Sussex Main Street Vision and Action Strategy Plan Page #: 10 See Exhibit 3.1 + Include plan cover page and page on which the project appears.</p>	1	1 1	1 1	1 1	1 1

<i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i>	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
<p>2. SUPPORTS REGIONAL PLANS - The project implements a recommendation contained in a regional plan of another unit of government. (1 pt.) <i>Project must implement a recommendation in a regional plan from another unit of government, such as a Regional Planning Commission Plan, an Integrated Resource Management Plan, Economic Plan, or the DNR's Land Legacy Report. Regional Planning Commission Plans count if the plan is other than the one that established eligibility.</i></p> <p>Plan: A Comprehensive Development Plan for Waukesha County and Waukesha County Park and Open Space Plan(2016). The County is currently updating their Open Space plan and will include the project in their plan. See the letter from Waukesha Page #: County for more information. Page #96 & 97 See Exhibit 3.2</p> <p>Include plan cover page and page on which the project appears.</p>	1	①		①	①
<p>3. INTERGOVERNMENTAL COOPERATION AND PLANNING - The project is being implemented by two distinct governmental agencies. (2 pts.) <i>At least two different governmental agencies must be involved in a consolidation effort that predicts a financial savings or a user end benefit over what would have been provided had the project not been consolidated. Examples include a local governmental unit taking over the development and management of a state operated facility and a comparison of cost savings because of that effort; or, two local units of government working together to provide one facility that both can use instead of each implementing similar facilities. In order to receive this point, the application must show what action the other government will undertake – support letters alone will not meet the question's standards.</i></p> <p>Explain:</p>	2	2		2	2
<p>4. LINEAR CORRIDORS - The project will acquire or develop a segment of linear parkway, trail, or environmental corridor which links existing parks, recreational areas, or state and multi-county trails to one another or to a city center, or other recreational site. (1 pt.) <i>The project must acquire land that is part of a land corridor planned to provide a linkage between trails or other recreational sites, or recreational sites to a business or residential center, develops existing trail corridors, or develops land that provides a linkage between trails or other recreational site. Linear corridor must be land-based.</i></p> <p>Explain:</p> <p>This project must acquire land that is part of the Bugline trail. The link will connect users of the Bugline to other recreational amenities at Madeline Park, including nature watching, picnicking, a playground and restrooms. A segment of trail will be developed as part of this project to connect the Bugline trail to this trailhead located in an existing park. This amenity will also be connected to the Sussex downtown through this project, enabling recreational trail users to access downtown Sussex through this trail and to access this trailhead location from downtown Sussex. See Exhibit 3.4</p>	1	①	1	①	①
<p>5. SUPPORTS MULTIPLE SEASONAL RECREATIONAL OPPORTUNITIES- The project provides or supports <u>multiple seasonal and recreational opportunities</u> (minimum 4 activities) for nature-based outdoor recreation that is feasible for the site. (1 pt.)</p> <p>Explain:</p> <p>Providing access to the Bugline Trail, this project will support the following multiple seasonal and recreational opportunities: biking, walking, running, cross country skiing, snowshoeing, and birding. The trail's adjacency to Cooling Meadows wetlands will provide an excellent place to see a wide variety of birds as well as serene views for all other activities listed.</p>	1	①	①		①

<i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i>	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
<p>6. OVERALL ECONOMY OF COMMUNITY</p> <p>a. The project will provide a positive economic effect on the local economy by creating opportunities to improve or generate private-sector outdoor recreation support industries. (1 pt.) <i>The project will create partnerships that will expand outdoor recreation opportunities that will generate additional income to private-sector businesses. An example includes additional revenue generated by a bicycle shop renting bicycles to people to use on the trail system. Specific documentation must be included to be eligible for this point.</i></p> <p style="text-align: center;">OR</p> <p>b. The project is part of community's renovation plan where the public and private sectors will integrate their resources to create a mutual positive effect on the community's recreational and business zones beyond what their individual efforts can achieve. (2 pts.) <i>The project will implement an element of a larger redevelopment plan where private-sector businesses will renovate, improve, and redesign existing infrastructure to take advantage of the recreational area being created. Example: All businesses along an urban waterway renovate their buildings to take advantage of the newly created riverfront park providing services to the park user. The plan must directly include the recreational component.</i></p> <p>Explain: The developer of Mammoth Springs, a mixed use development at County Highway F/Main Street that is adjacent to the Bugline trail will be constructing and outdoor seating area with bike racks. The developer believes that the trailhead that will be constructed in Sussex will increase the viability of his commercial parcels. That redevelopment and this project are part of the Village's Downtown Plan and they utilize the Bugline trail to support economic development, and provides access to Spring Creek, the quarry pond loop trail. See Exhibit 3.6</p>	2	1 Or ②	1 Or 2	1 Or ②	1 Or ②
<p>7. QUALITY OF LIFE – The project will improve the quality of life of the community by promoting educational, healthy living, economic, or social benefits to the community. (1 pt.)</p> <p><i>Sponsor must identify potential benefits the community will receive due to the educational, healthy lifestyle, economic, or social improvements the project will provide. An example would be a company locating a plant in the community because of the recreational opportunities provided is an important consideration for potential employees.</i></p> <p>Explain: The addition of a trailhead for the Bugline Trail will allow people a place to travel from other communities to park their vehicle and recreate on the bugline(jogging, walking, biking, etc). This will attract people to visit Sussex. The location of the trailhead is minutes from restaurants in the community and will help spur economic development at a new multi-use site being built 2 minutes away that has vacant commercial parcels. The trailhead project will also spur healthy lifestyle opportunities for people who can now park their vehicle in a safe, public parking space and then access the recreational trail for exercise. See Exhibit 3.7</p>	1	①	1	①	①
<p>8. COMMUNITY SUPPORT – The project involves a Friends Group, a group of volunteers, or business directly sponsoring or supporting it. (1 pt.) <i>Civic groups, citizen volunteers, businesses, etc. who will support and will be involved in the project. The support letters must be included with the application to receive this point.</i></p> <p>Explain: The village has letters of support from the Friends of Sussex Parks and Recreation, a resident who uses Madeline Park, Waukesha County Parks and Land Use Division, and the Sussex-Lisbon Area Historical Society. See Exhibit 3.8.</p>	1	①	1	①	①

<i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i>	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
<p>9. FINANCIAL SUPPORT</p> <p>a. A local service or business organization, other unit of government, or nonprofit organization is contributing 25% to 49% of sponsor's cost share of total project costs. (1 pt.) OR</p> <p>b. A local service or business organization, other unit of government, or nonprofit organization is contributing 50% or more of sponsor's cost share of total project costs. (2 pts.) <i>The contribution may consist of cash or donations of land, labor, services, materials, or equipment rental. The contribution must be documented in the application to receive these points.</i></p> <p>Explain and Provide Documentation:</p> <p>The Sussex-Lisbon Area Historical Society, a non-profit group in Sussex, is providing a donation of \$105,000 in the form of the Depot Building for this project. This is more than 25% of the project cost, but less than 50%. See Exhibit 3.9.</p>	2	① Or 2	1 Or 2	① Or 2	① Or 2
<p>10. PREVIOUS GRANTS</p> <p>a. The sponsor has never received a Local Assistance, LWCF, or RTA grant in the past. (3 pts.) OR</p> <p>b. The sponsor has not received a Local Assistance, LWCF, or RTA grant in the last 5 years. (1 pt.) <i>All past Stewardship Local Assistance, Land & Water Conservation Fund, and Recreational Trails Act grants projects are complete. Previous development grantees get the point if it has been less than one full construction year since grant award. A new sponsor shall receive credit for this question.</i></p> <p>Explain:</p> <p>The Village has received a Local Assistance, LWCF or RTA grant in the past, but said grant was more than 5 years ago.</p>	3	3 Or ①	3 Or 1	3 Or ①	3 Or ①
<p>11. POTENTIAL FOR ENHANCING TOURISM</p> <p>a. The project will attract some visitors from outside the community. (1 pt.) OR</p> <p>b. The project will be of region-wide significance in terms of travel. (2 pts.) <i>Regional significance could be for trails on the state trail system or trails that connect to state trails, or trails that cover more than one county, boat launching site that handles high volume launching, or river corridors that connect to state or regional parks.</i></p> <p>OR</p> <p>c. The project will be of statewide significance in terms of travel. (3 pts.) <i>The project will be used to attract large attendance, such as nature centers or other nature-based outdoor recreation focused facilities of statewide significance. Documentation must be provided to receive these points</i></p> <p>Explain:</p> <p>The Bugline trail attracts users from outside of Sussex as it is a regional trail. Its is also a location where trail users from other communities can stop and rest, use a restroom and take a break from their leisure activity to visit downtown Sussex and eat or shop. The tourism benefits are apparent as the State of Wisconsin has put this trail in it's official Travel Wisconsin official Biking Guide. See Exhibit 3.11</p>	3	1 Or 2 Or ③	1 Or 2 Or 3	1 Or 2 Or ③	1 Or 2 Or ③

<i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i>	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
<p>12. HEALTH OR SAFETY CORRECTION – The project will correct a documented health or safety problem at a public facility open for public use. (1 pt.) Only documented problems can be considered. For example: State or local inspections of sanitary facilities or documented reports of conflicts between bikers and horseback riders. Explain:</p>	1	1			1
<p>13. SMART GROWTH PLAN – A comprehensive land use plan compliant with s. 66.1001, Wis. Stats., (aka Smart Growth) has been adopted by ordinance. (0.5 pt.) A copy of the adoption resolution must be submitted with the application to get this half point. See Exhibit 3.13</p>	.5	⑤	.5	⑤	⑤
<p>14. NATURAL HERITAGE INVENTORY (NHI) OR HISTORICAL OR CULTURAL SITE – The project is on the NHI or restores or preserves an area with significant historical or cultural value. (2 pts.) The project must be listed on the Natural Heritage Inventory (NHI) or is of local historical or cultural significance. The Natural Heritage Inventory is prepared and maintained by the DNR's Bureau of Endangered Resources. Explain and Provide Documentation:</p>	2	2	2	2	2
<p>15. SUPPORTS OTHER WATER QUALITY PLANS a. The project is in another plan, other than the Local Comprehensive Outdoor Plan that establishes eligibility, including water quality management plans. (1 pt.) The project must be included in a recreation, natural resource, environmental, economic, or land use plan of another local unit of government, state agency or non-profit conservation organization. A copy of the plan must be provided. OR b The project will implement recommendations of a riverway plan. (2 pts.) The project is in a river corridor plan and should include integrated resource management methods that call for outdoor recreation, water quality, habitat restoration and preservation, open space planning, economic development, municipal master planning, etc. Explain and submit copy of plan cover and relevant pages:</p>	2		1 Or 2		

<i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i>	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
<p>16. NATURAL RESOURCES VALUES</p> <p>a. The project will improve water quality by acquiring or restoring existing erosion problem area(s) or converting hard surfaced lands to green space. The project will be left in a natural state. (1 pt.) <i>The project will stabilize eroding lands or convert hard surfaced lands to green space. Property along a waterbody identified as a "Special Natural Resources Interest" (under Chapter NR 1, Wis. Admin Code) would qualify for this point.</i></p> <p style="text-align: center;">OR</p> <p>b. The project will provide for acquisition or restoration of wetlands defined in the Wisconsin Wetland Inventory (or another approved wetland delineation or inventory) or documented other key habitat area that will be left in a natural state. (2 pts.) (Acquisition only.) <i>The project acquires land as defined in the Wisconsin Wetland Priority Plan, restores wetland habitat, or protects habitat identified. The project must acquire or restore habitat documented to be critical to protecting environmental quality. Acquisitions adjacent to Outstanding and Exceptional Resource Waters would also qualify for this point. This project must be left in a natural state.</i></p> <p>Explain and provide documentation:</p>	2		1 Or 2		
<p>17. DAM REMOVAL – The project completes a shoreline enhancement project associated with a river or stream corridor restoration plan following a recent dam removal. (2 pts.)</p> <p>Explain:</p>	2		2		
<p>18. OUTDOOR RECREATION FOR ALL</p> <p>a. The project expands outdoor recreation near an urban center. (1 pt.) <i>The project provides for an expansion of outdoor recreation that is within easy walking distance (1/4 mile or less) from urban centers. Urban centers would include the traditional business retail centers and residential areas contiguous to the business retail center.</i></p> <p style="text-align: center;">OR</p> <p>b. The project will serve the documented needs of special populations in urban areas. (2 pts.) <i>The project will be used to fulfill identified outdoor recreational needs of special populations (elderly, disabled, low income or minority groups). The sponsor must be able to identify the special population in the project narrative and be able to support with evidence any statement to the above to be eligible for these points.</i></p> <p>Explain:</p> <p>This project is within easy walking distance of downtown Sussex. In particular it is adjacent to 3 restaurants and a new mixed-use development that is seeking commercial tenants. There are also apartments at Mammoth Springs that are less than 1/4 mile from the proposed trailhead location. See Exhibit 3.18.</p>	2		1 Or 2	① Or 2	① Or 2

<p><i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i></p>	<p>Maximum Points</p>	<p>ADLP</p>	<p>URBAN RIVERS</p>	<p>URBAN GREEN SPACE</p>	<p>LWCF</p>
<p>19. PUBLIC ACCESS TO RIVER a. The project will improve or expand an existing public access. (1 pt.) <i>The project will expand and/or improve an existing river access; a project bought for a bird nesting area, nature preserve, etc., that would exclude the public would not be eligible for this point.</i> OR b. The project provides access to the river where none is available now. (2 pts.) (Acquisition only) <i>The project will provide new access for riverfront users where no public access in the immediate area is now available. A project bought for a bird nesting area, nature preserve, etc., that excludes the public because of single use activities or areas with undeveloped public-owned land would not be eligible for these points.</i> Explain and provide maps of area showing access points:</p>	2		1 Or 2	1 Or 2	1 Or 2
<p>20. COUNTY POPULATION WHERE PROJECT IS LOCATED – <i>For these questions see the Wisconsin population estimates & metro area charts in Appendix A.</i> The project is located: a. In a county that has a city with a Jan. 1, 2013 population of 50,000 or more. (1 pt.) b. In a county where the five- year population growth rate (2006-2012) exceeds 1.21% (State growth rate) and the total population as of Jan. 1, 2013 exceeds 50,000. (1 pt.) c. Within 50 miles of a recognized metropolitan area. (1 pt.)</p>	3		1 1 1	(1) 1 (1)	
<p>21. TWO OR MORE GOVERNMENTS IMPLEMENTING A RIVER PLAN a. The planning area has 2 or more local units of government cooperating. (1 pt.) <i>Two separate local units of government – county, city, town, village, or tribe – are cooperating and implementing a river corridor plan.</i> OR b. County-wide or two or more counties cooperating. (2 pts.) <i>Includes all communities located on the river within the county. Communities, counties, cities, towns, villages, or tribes – are cooperating and implementing a river corridor plan.</i> Explain and provide documentation:</p>	2		1 Or 2		
<p>22. DEDICATED ACQUISITION OR MAINTENANCE FUND - The sponsor has a non-budget, dedicated acquisition or maintenance fund, established to maintain and improve the community's/organization's recreational areas. The revenue generated for this fund comes from non-budget sources, such as parkland dedication or impact fee ordinances, endowments, donations, etc. (1 pt.) <i>The dedicated fund is used to recover costs for the acquisition, development, and/or maintenance of parks and open space.</i> Explain and provide documentation: The Village has a Parks Impact Fee that is placed in its Park Trust Fund. The fund is used to support projects identified in the Impact Fee Study. See Exhibit 3.22.</p>	1	(1)	1	(1)	(1)

<i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i>	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
23. COMPLETE APPLICATION – A complete application was submitted by the deadline. (1 pt.) Mailed applications with electronic version must be postmarked or received on or before May 1. A complete application consists of all documentation required in the application form checklist for the appropriate project type (located in Appendix M). All required items must be filled out in their entirety.	1	①			①
24. MATCHING FUNDS – Matching funds are budgeted or available immediately. (1 pt.) The project can start with matching funds available immediately upon approval of the grant. Explain: The Village of Sussex has all funds ready and available to proceed with the project.	1	①	1	①	①
25. AMERICA’S GREAT OUTDOORS The proposed project will implement a segment of Wisconsin’s America’s Great Outdoors projects. (1 pt.) Wisconsin’s AGO projects are: the Lake Michigan Shoreline, Ice Age Trail (Central Wisconsin), Mississippi Bluff Lands, and Milwaukee River Watershed. (See http://americasgreatoutdoors.gov/ for more information) Explain:	1				1
ACQUISITION PROJECTS ONLY					
26. NEW PARK OR CONTIGUOUS RECREATION LAND – a. The project will acquire new park and recreation lands. (2 pts.) Project sponsor must be acquiring land for the community’s first park, or for a park in an area in a community that isn’t served by a park. An area is determined by the service area standards set in the local comprehensive outdoor recreation plan. Project must acquire land for non-intensive use in communities. OR b. The project will provide acquisition of land contiguous to existing recreation sites. (1 pt.) Explain:	2	2 Or 1	2 Or 1	2 Or 1	2 Or 1
27. WATER-BASED ACTIVITIES ACQUISITION The project acquires land that provides for water based activities, defined as swimming, shore or ice-fishing, ice skating, or non-motorized boat access. (1 pt.) Explain:	1	1	1	1	1

<p><i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i></p>	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
<p>28. APPRAISALS – Appraisals are complete and submitted to the DNR with the application. (1 pt.)</p> <p>Appraisal Date: _____</p> <p>Date Submitted to DNR: _____</p>	1	1	1	1	1
<p>29. OFFER TO PURCHASE – The sponsor has an accepted option or offer to purchase agreement. (1 pt.) <i>The option or offer to purchase must be signed by the landowners. Include copy of option or offer to purchase with application:</i></p> <p>Date of offer/option: _____</p> <p>Offer/Option Expiration Date: _____</p>	1	1	1	1	1
<p>30. BROWNFIELDS SITE</p> <p>The project involves brownfields redevelopment, as the term is defined in s. 23.09(19)(a)1, Stats., and the sponsor pledges to sign an agreement with the DNR under s. 292.11(9)(e)7, Stats., prior to property acquisition. This agreement requires the LUG to conduct any necessary sampling and cleanup of the property, if determined necessary by the Department, once the property is acquired. (3 pts.)</p> <p>Explain and provide documentation:</p>	3		3	3	
<p>31. NATURE-BASED OUTDOOR ACTIVITIES</p> <p>a. The project will allow four of the five nature-based outdoor activities. (1 pt.)</p> <p>Check those that apply: <input type="checkbox"/> Hunting <input type="checkbox"/> Trapping <input type="checkbox"/> Fishing <input type="checkbox"/> Hiking <input type="checkbox"/> Cross-Country Skiing</p> <p style="text-align: center;">Or</p> <p>b. The project will allow all nature-based outdoor activities. (3 pts.) <i>Nature-based outdoor activities are defined as hunting, trapping, fishing, hiking, and cross-country skiing.</i></p>	3	1 Or 3	1 Or 3	1 Or 3	
<p>32. AESTHETIC VALUE</p> <p>a. The project will acquire and protect existing green space area(s). (1 pt.) <i>The project will add existing “undisturbed by development” land within an area where the majority of the surrounding land has been developed.</i></p> <p style="text-align: center;">OR</p> <p>b. The project will acquire lands that are presently developed and will include substantial renovation, restoration, or revitalization of a blighted area. (2 pts.) <i>The project will restore under-utilized land for useful outdoor recreation purposes. An example would be: purchasing a partially used or unused building or a parking lot on the river and converting the land into passive or active green space and renovated support facilities.</i></p> <p>Explain:</p>	2		1 Or 2	1 Or 2	

<p><i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i></p>	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
<p>33. WATER-BASED RECREATION a. The project provides recreation on a waterbody where none is available now. (2 pts.) Or b. The project will improve an existing recreation site. (1 pt.) <i>The waterbody must be navigable.</i> Explain:</p>	2	2 Or 1	2 Or 1	2 Or 1	2 Or 1
<p>34. WETLANDS ACQUISITIONS – The project provides for acquisition of wetlands defined in the Wisconsin Wetland Inventory or another approved wetland delineation or inventory and preserved through the property management plan. (1 pt.) <i>Other approved wetland delineations or inventories must be approved/accepted by the project sponsor and the wetland area must be preserved through the property management plan. Wetlands include aquatic bed plants, sphagnum moss, marsh and wetland meadow, wet shrubs, wet forests, shallow open water, and non-vegetated wet soil.</i> Explain:</p>	1	1	1	1	1
<p>35. WETLANDS RESTORATION - The project provides for restoration of wetlands defined in the Wisconsin Wetland Inventory or another approved wetlands delineation or inventory and preserved through the property management plan. (1 pt.) <i>Other approved wetland delineations or inventories must be approved/accepted by the project sponsor and the wetland area must be identified to be restored preserved. Wetlands include aquatic bed plants, sphagnum moss, marsh and wetland meadow, wet shrubs, wet forests, shallow open water, and non-vegetated wet soil.</i> Explain:</p>	1	1	1	1	1
<p>36. COMMUNITY GARDENS – The project will provide community garden plots for non-commercial gardening activities involving raising vegetables, fruits, flowers, and herbs for personal consumption or use. (1 pt.) Explain:</p>	1			1	

DEVELOPMENT PROJECTS ONLY					
<i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i>	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
<p>37. RAILROAD CORRIDOR - The project will develop an abandoned rail corridor for trail use. (1 pt.)</p> <p>Explain:</p> <p>The Bugline trail was formerly the North Western Railroad right-of-way in Waukesha County. This project will be further developing this trail through the addition of a trailhead facility. The building that will be used for the trailhead is the original train depot building for the North Western Railroad and this project will bring it closer to its original location, locating it along the former North Western Railroad rail corridor.</p>	1	①			①
<p>38. RESTORATION OR RENOVATION OF RECREATIONAL FACILITIES - The project will specifically provide for the renovation or replacement of outdoor recreation facilities that are in danger of being lost for public use or updating existing facilities to meet current Americans with Disabilities Act requirements. (1 pt.)</p> <p>Explain:</p> <p>The Depot will be updated to bring it into compliance with the Americans with Disabilities Act so that the trailhead can be used by people of all abilities. The newly paved Bugline trail is also accessible per the ADA. This project will also add handicap parking to the new parking lot being constructed, making it an ideal location for access to the trail, enhancing access to recreational opportunities for people of all abilities.</p>	1	①	1		①
<p>39. SPONSOR INITIATION OF PROJECT</p> <p>a. The sponsor has acquired the land for the project without grants assistance. (2 pts.)</p> <p>b. The sponsor has completed development of some basic eligible facilities without grant assistance in the past 5 years. (1 pt.)</p> <p>Explain:</p> <p>The Village of Sussex has not used grant funds to purchase or acquire any land for this project.</p>	3	② 1			② 1
<p>40. BROWNFIELDS SITE</p> <p>The project involves brownfields redevelopment, as the term is defined in s. 23.09(19)(a)1, Stats., and the land is in the process of being remediated or remediation has been completed. (1 pts.)</p> <p><i>The sponsor must have a remediation plan and schedule approved by the DNR. Documentation of the both must be submitted with the application to receive this point. If remediation is completed, a copy of the close out letter from DNR must be submitted.</i></p> <p>Explain and provide documentation:</p>	1	1	1		1

<i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i>	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
<p>41. WISCONSIN MADE PRODUCTS - The project involves the use of materials or products that are made in Wisconsin. (1 pt.) Include documentation of materials and sources. Explain: The Village will plan to use Wisconsin asphalt for the construction of the parking lot. The Depot building was originally constructed in the state of Wisconsin in 1914 and is being re-purposed as the trailhead/recreational building. It originally served as a passenger waiting area, used for ticket sales and the telegraph office. See Exhibit 3.41.</p>	1	①	1		①
<p>42. RECYCLED OR RE-USED PRODUCTS -The project involves the use of materials or products with recycled content or being re-used. (1 pt.) Include documentation of materials and sources. Explain: Yes, the trailhead building is being reused for this project. It is a building constructed in 1914 in Sussex to serve as the depot for the North Western rail lines (later becoming a portion of the Bugline trail). We will also be reusing swings that were recently removed from Weyer Park, located on Main Street north of Village Hall. See Exhibit 3.42.</p>	1	①	1		①
<p>43. CONSTRUCTION TIMELINE – The project will be implemented immediately and can be completed in two construction seasons. (1 pt.) Sponsor must provide that match funds are budgeted, provide copies of a site plan, and construction plans for the project in order to receive this point. Explain: The Village of Sussex has the funds budgeted and plans to complete the project in 2017. See Exhibit 3.43.</p>	1	①			①
ACQUISITION & DEVELOPMENT PROJECTS					
SUBTOTAL PROJECT SCORE					
<p>44. ACTIVE PROJECT -- POINT ADJUSTMENT For each active project that a sponsor has under the Stewardship Local Assistance, Land & Water Conservation Fund, and Recreation Trails Act grant programs, points will be deducted from the total project application score as follows:</p> <p style="text-align: center;">0 No. of Active Projects _____</p> <p><i>Three or more active projects –deduct 5 pts.</i> <i>Two active projects – deduct 3 pts.</i> <i>One active project – deduct 1 pt.</i></p> <p>NOTE: An "active project" is defined as a project where the scope has not been completed. Development projects are allowed one full construction season from the grant award start date before being defined as "active", acquisition projects are considered "active" if the grant award is prior to July 1 of last grant cycle. The final reimbursement claim must be submitted to the regional office in order to remove the project from the "active project" list.</p>					
TOTAL PROJECT SCORE					
		23.5		17.5	24.5

TIE BREAKERS	Maximum Points	ADLP	URBAN RIVERS	URBAN GREEN SPACE	LWCF
T1. POPULATION SERVED – The project will serve a population (sponsor) of 5,000 or more. (0.1 pt.) <i>Determined from Dept. of Administration January 1, 2013, population estimates.(See Appendix A)</i>	.1	(.1)	.1	(.1)	(.1)
T2. FIRST OF A KIND – The project will result in a first-of-a-kind facility for the project sponsor or service area. (0.1 pt.) <i>Facility can be judged on a service area basis as defined in the outdoor recreation plan.</i> Explain: Our CORP has called for a trailhead along the Bugline, but there is no such facility in the Village of Sussex.	.1	(1)	.1		(1)
T3. TRAIL SYSTEM – The project will provide or support a regional or statewide land based recreational trail system. (0.1 pt.) Explain: The Bugline trail is a 14 mile regional trail system in Waukesha County that begins in Menomonee Falls and ends in Merton.	.1	(.1)	.1	.1	(.1)
T4. ACCESSIBILITY RENOVATION – The project will provide for major renovation or updates for disabled accessibility to a currently developed park or recreation area having limited or no accessibility. (0.1 pt.) <i>Examples include items such as sanitary facilities, shelters, or parking lots.</i> Explain: Madeline Park is currently a mowed grass field with no recreational facilities in it. This project will add a connection to the Bugline trail, sanitary facilities, a parking lot, a shelter and a playground. This will allow this park to be used by disabled individuals.	.1	(1)	.1		(1)
T5. NATURAL WATERBODY – The project will improve recreational opportunities on a natural waterbody. (0.1 pt.) <i>Waterbody must be navigable.</i> Explain:	.1	.1	.1	.1	.1
T6. HUNTING AND TRAPPING – The project will provide hunting and trapping opportunities. <input type="checkbox"/> Only Hunting (.2 pts.) <input checked="" type="checkbox"/> Only Trapping (.2 pts.) <input type="checkbox"/> Both Hunting and Trapping (.5 pts.)	.5	.2 (.2) .5	.2 .2 .5	.2 .2 .5	.2 (.2) .5
T7. LEGACY COMMUNITY The project sponsor has signed the Wisconsin Green Tier Legacy Community Charter before April 30, 2015, and agrees to take actions to achieve superior environmental performance in the areas of (1) water resources management and/or (2) sustainability practices and to share the results of their Green Tier Legacy efforts. (As of November 29, 2012, seven local governments are Legacy Communities, including the cities of Middleton, Bayfield, Fitchburg, Appleton, Weston, Monona, Eau Claire, La Crosse, and Village of Bayside.) (0.1 pt.) Include a copy of the signed charter.	.1	.1	.1	.1	.1
PROJECT TOTAL SCORE + TIE BREAKERS		23.1		16.9	24.1

SECTION 5: Recreational Trails Act Project Rating Questions

<i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i>	Maximum Points	Motorized	Non-Motorized	Diversified
<p>1. PLANNING CONSIDERATIONS - The project is referenced in a local or regional recreation plan.</p> <p>a. Local Recreation Plan: (1 pt.) Plan Name: <u>Sussex Parks and Open Space Plan 2014 to 2018</u> Page #: <u>20</u></p> <p>b. Regional Recreation Plan: 2 pts. Plan Name: <u>Waukesha County Comprehensive Development Plan</u> Page #: <u>96-97</u></p> <p>Include plan cover page and pages on which project appears.</p>	3	1 2	(1) (2)	1 2
<p>2. TRAIL CORRIDOR - The project involves the acquisition, development, or maintenance of a trail on an abandoned rail corridor. (2 pts.) <i>The trail is located on an abandoned rail corridor.</i></p> <p>Explain: This project will connect Madeline Park to the Bugline Trail. The Bugline Trail is an abandoned rail corridor. This project will provide a trailhead facility, parking lot and other recreational amenities for the Bugline Trail users.</p>	2	2	(2)	2
<p>3. TRAIL PATROL – The sponsor provides or supports a trail patrol associated with the proposed trail. (1 pt.) <i>The sponsor either (1) provides a courtesy trail patrol or paid trail law enforcement or (2) supports a voluntary courtesy trail patrol or a paid law enforcement patrol through a written agreement.</i></p> <p>Explain: The Village of Sussex contracts with Waukesha County Sheriff's Department for police services. In 2016 we have added bike patrol of the Bugline Trail in Sussex to the duties of our deputies. This is a paid law enforcement trail patrol.</p>	1	1	(1)	1
<p>4. SAFE TRAIL USE Choose all that apply.</p> <p>a. Proposed trail project section does not use any roadway. (3 pts.) The trail is located completely off road. An example includes a trail located completely in a county forest that does not use any roads as part of the trail.</p> <p>b. Proposed trail project section does not contain any at-grade roadway bridge crossings. (2 pts.) The trail will not cross a roadway bridge(s) that require the trail user to use any part of the road or road shoulder to access the bridge deck.</p> <p>c. Proposed trail project section does not contain at-grade roadway crossings. (1 pt.) The trail will not cross a roadway.</p> <p>Explain: As you can see from the enclosed exhibits, the proposed trail project is completely off the roadway and does not cross a roadway bridge.</p>	6	3 2 1	(3) (2) 1	3 2 1

<i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i>	Maximum Points	Motorized	Non-Motorized	Diversified
<p>5. DONATIONS Choose all that apply.</p> <p>a. The project involves a friends group or a group of volunteers sponsoring and supporting it. (1 pt.) <i>Explain how civic groups, citizen volunteers, snowmobile clubs, etc. will be involved in the trail project.</i></p> <p>b. A minimum of 25% of the project cost is provided through donations. (2 pts.) <i>A minimum of ¼ of the project cost must come from any single or combination of donations, materials, services, or labor.</i></p> <p>Explain: The Sussex-Lisbon Area Historical Society is donating the historic depot as the trailhead building, which is more than 25% of the project, and Friends of Sussex Parks and Recreation support the project and will help with the promotion of the facility as they do for our special parks projects.</p>	3	1 2	① ②	1 2
<p>6. LONG TERM TRAIL Choose only one.</p> <p>a. Trail is located on public land or private land with a minimum of a 25 year use period. (4 pts.) <i>The trail on private land must be protected with a 25 year use easement.</i></p> <p>b. Trail corridor is on public or private land with a use period at least 10 years but less than 25 years. (2 pts.) <i>Trails on private land must be protected with an easement that is at least 3 years but less than 25 years.</i></p> <p>c. Trail corridor is on public or private land with a use period at least 3 years but less than 10 years. (1 pt.) <i>Trails on private land must be protected with an easement that is at least 3 years but less than 20 years.</i></p> <p>Explain: The trail is on Village owned Park Land and will last for well beyond 25 years. The Park Land can't be changed to any other use as it was donated for said public purpose as part of a subdivision plat.</p>	4	4 2 1	④ 2 1	4 2 1
<p>7. ABILITY TO CARRY OUT PROJECT – The sponsor can demonstrate the ability to carry out a trail project. (3 pts.) <i>The sponsor must describe how and with what type of funds the project will be implemented. If the sponsor has not constructed or maintained a trail, describe any organizational efforts that would indicate the group's ability to successfully carry out a trail project. The sponsor must not have any unresolved controversies concerning trail construction, siting, uses, etc. in the last 10 years.</i></p> <p>Explain: The Village has \$9.9 million annual general fund budget and this project is part of the village's Capital Improvement project for 2017. The Village will use cash from its impact fees and its cash capital fund for park upgrades to complete the project.</p>	3	3	③	3

<i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i>	Maximum Points	Motorized	Non-Motorized	Diversified
<p>8. POTENTIAL FOR ENHANCING TOURISM</p> <p>a. The project is located in an area which experiences a documented high seasonal visitor population. (1 pt.)</p> <p>b1. The project will attract some visitors from outside the community. (1 pt.)</p> <p style="text-align: center;">OR</p> <p>b2. The project will be of region-wide or statewide significance in terms of travel. (2 pts.)</p> <p><i>Regional significance could be trails on the state trail system or trails that connect to state trails, or trails that cover more than one county, or that connect to state or regional parks. Documentation must be provided to receive these points</i></p> <p>The trail connects several communities throughout the County so we know we get visitors to stop at our local businesses from outside Sussex. See Exhibit 5.8.</p>	3	1 1 2	1 ① 2	1 1 2
<p>9. MOTORIZED PROJECT TYPE - Choose only one.</p> <p>a. Rehabilitation (8 pts.)</p> <p>b. Maintenance (7 pts.)</p> <p>c. Development (4 pts.)</p> <p>d. Acquisition (1 pt.)</p> <p>Explain:</p>	8	8 7 4 1		
<p>10. NUMBER OF MOTORIZED ACTIVITIES - Choose all that apply.</p> <p>a. Trail provides for more than one motorized use at a time. (2 pts.)</p> <p><i>The trail must accommodate two different types of motorized activities at the same time. An example is a trail that allows ATV and four wheel drive vehicles on the trail at the same time.</i></p> <p>b. Trail provides for more than one motorized use during different seasons. (2 pts.)</p> <p><i>The trail shares uses depending on the season. An example is motorcycle use in the summer and fall, and snowmobile use in the winter.</i></p> <p>Explain:</p>	4	2 2		
<p>11. YEAR-ROUND USE – Does the trail provide for year round use? (2 pts.)</p> <p><i>The trail provides for motorized use for both winter and summer.</i></p> <p>Explain:</p>	2	2		

<i>Note: Unless otherwise indicated, questions apply to both acquisition and development projects. Areas with dark shading do not apply to that specific program. Provide answers below the questions and attach additional pages if needed.</i>	Maximum Points	Motorized	Non-Motorized	Diversified
<p>12. TRAIL LINKS Choose only one.</p> <p>a. Trail links with other trails to form a trail or lead to another trail system. (3 pts.) <i>The trail on which the project is located is connected to other trails and is not self-contained.</i></p> <p style="text-align: center;">OR</p> <p>b. Continues the development of a trail that does not connect to other trails. (2 pts.) <i>The trail is self-contained or a closed trail system</i></p> <p>c. Develops the first trail link of a trail system. (1 pt.)</p> <p>Explain:</p>	3	3 2 1		
<p>13. NON-MOTORIZED PROJECT TYPE - Choose only one.</p> <p>a. Rehabilitation (8 pts.)</p> <p>b. Maintenance (7 pts.)</p> <p>c. Development (4 pts.)</p> <p>d. Acquisition (1 pt.)</p> <p>EXPLAIN: This project is developing a trailhead with bathrooms, and a parking lot for trail users.</p>			8 7 ④ 1	
<p>14. CLOSE TO HIGH POPULATION AREAS – The project serves a county population estimated to be over 50,000. (1 pt.) <i>See Appendix A</i></p>	1		①	
<p>15. DIVERSIFIED PROJECT TYPE - Choose only one.</p> <p>a. Rehabilitation (4 pts.)</p> <p>b. Maintenance (3 pts.)</p> <p>c. Development (2 pts.)</p> <p>d. Acquisition (1 pt.)</p> <p>Explain:</p>	4			4 3 2 1
<p>16. GREATEST NUMBER OF COMPATIBLE USES</p> <p>a. Trail provides for three compatible uses. (2 pts.)</p> <p>b. Trail provides for four or more compatible uses. (3 pts.)</p> <p>Explain:</p>	3			2 3

Exhibit A

Project Resolution from Grant Sponsor

RESOLUTION NO. 16-_____

WHEREAS: The Village of Sussex is interested in acquiring or developing lands for public outdoor recreation purposes as described in the application; and

WHEREAS: Financial aid is required to carry out the project;

THEREFORE, BE IT RESOLVED that the Village of Sussex has budgeted a sum sufficient to complete the project or acquisition; and

HEREBY AUTHORIZES Jeremy Smith, Village Administrator to act on behalf of the Village of Sussex to:

1. Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
2. Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
3. Submit signed documents; and
4. Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the Village of Sussex will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Adopted this _____ day of _____, 2016.

Gregory L. Goetz
Village President

ATTEST: _____
Susan M. Freiheit
Clerk-Treasurer

Exhibit B

Project Location Map



Trail head

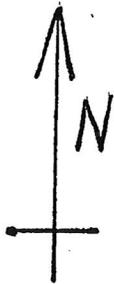
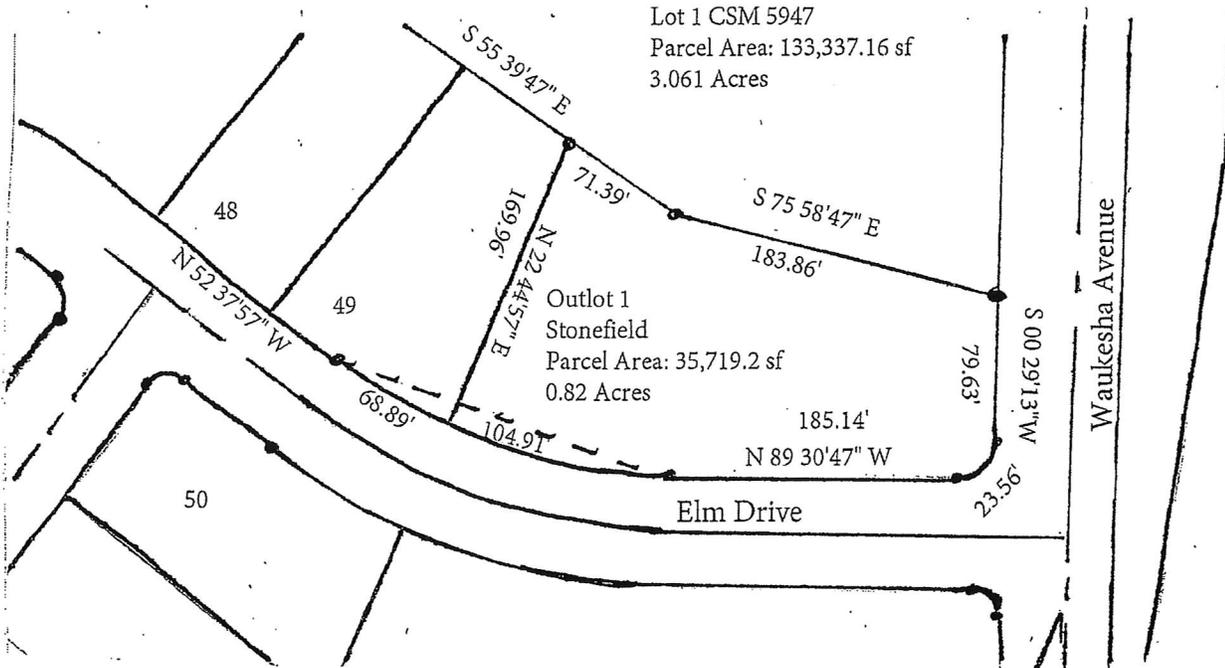
Exhibit C

Project Boundary Map and Legal Description

Project Boundary Map

Village of Sussex
Madeline Park

Outlot 1 of Stonefield subdivision, being part of the SW ¼ of the SE ¼ of Section 23, T8N, R19E, Village of Sussex, Waukesha County, Wisconsin.



Scale
1" = 100'

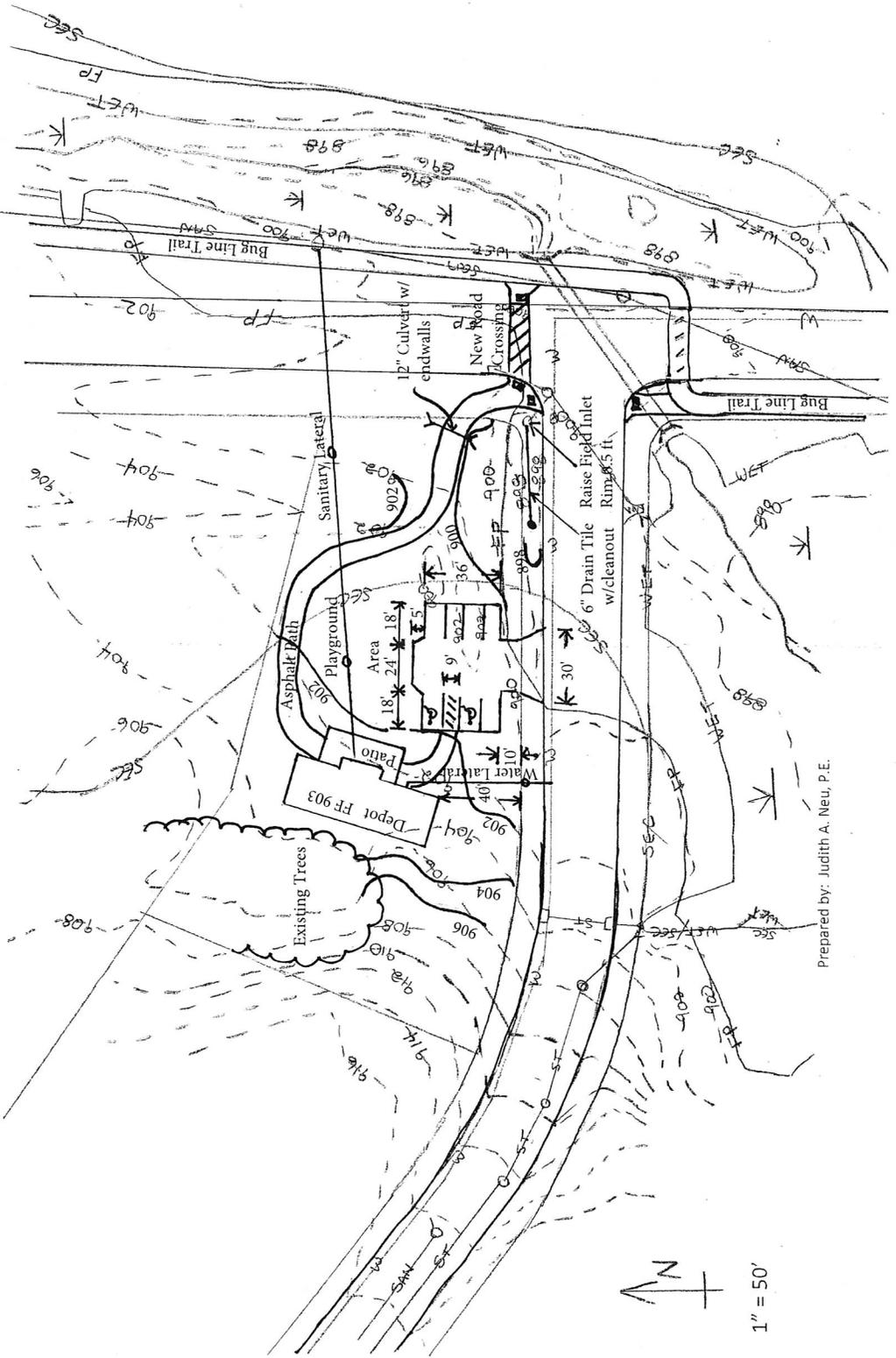
Exhibit D

Site Plan with topographical map and Building Picture

Site Development Plan

Village of Sussex
Madeline Park

Outlot 1 of Stonefield subdivision, being part of the SW ¼ of the SE ¼ of Section 23, T8N, R19E, Village of Sussex, Waukesha County, Wisconsin.



Prepared by: Judith A. Neu, P.E.

Exhibit E

Cost Estimate Worksheet-Form 8700-014

For use with Recreation Grant Application Forms

ACQUISITION PROJECT COST ESTIMATE: NOTE: If project includes more than two parcels, attach additional information.

	Parcel 1	Parcel 2	Total
1. Parcel Owner			
2. Number of Acres being Purchased			
3. Grant Eligible Acres			
4. Option Expiration Date			
5. Option Amount	\$	\$	\$
6. Appraised Value :	Land \$	\$	\$
	Improvements \$	\$	\$
7. Subtotal	\$	\$	\$
8. Estimated Other Eligible Acquisition Costs Total	\$	\$	\$
List costs included in above:	\$	\$	
	\$	\$	
	\$	\$	
9. Grand Total Project Costs: (Add Lines 7 & 8)			

DEVELOPMENT PROJECT ITEMS LISTING: NOTE: This list is intended as a guideline and is not a complete list.

SERVICES

- Pre-approval Engineering
- Post-approval Engineering
- Supervision
- Feasibility Studies
- Planning
- Administration

BOATING AREA

- Ramp Apron
- Launch Ramp
- Bulkhead/Seawall
- Riprap
- Security Lighting

CAMPsites

- Tables
- Grills/Fire Rings
- Camp Pads (Gravel, Asphalt)
- Refuse Containers

EQUIPMENT

- Benches
- Trash Receptacles
- Other (identify)

FISHING AREA

- Fishing Pier
- Bank Stabilization
- Riprap
- Bank Fishing Site

LANDSCAPING

- Tree/Shrub Planting
- Sodding/Grass Seed
- Mulch/Fertilizer
- Retaining Walls

OTHER/MISCELLANEOUS

- Specify

PARKING

- Gravel/Paving
- Curbs/Bumper blocks
- Striping

PICNIC AREA

- Tables/Grills
- Trash Receptacles
- Shelters
- General Construction
- Electrical/Water Service

PLAY AREA

- Play Equipment
- Equipment Installation
- Surfacing Material

ROADS

- Gravel Base/Paving
- Curb and Gutter

SIGNING

- Signs
- Posts/Hardware
- Installation
- Walkways/Trails
- Interpretive/Informational
- Parking

SITE PREPARATION

- Cleaning/Grubbing
- Rough Grading/Fine Grading
- Fill/Top Soil
- Building Demolition
- Drainage Structures
- Storm Sewers

SPORT COURTS

- Tennis
- Sand Lift
- Gravel/Paving
- Fencing

Color Coating

- Lighting
- Volleyball
- Basketball
- Hockey Rinks
- Sand/Gravel Base
- Dasher Boards
- Lighting
- Water Hydrant
- Multipurpose Courts

SPORTS FIELDS-should include specific items as shown under Softball.

- Softball
- Infield Mix
- Backstop/Fencing
- Grass Seeding/Sodding
- Player Enclosures
- Bleachers with Pads
- Lighting
- Sprinkling Sys/Drainage Tile

Soccer/Football

- Baseball
- Skating Rinks
- Multipurpose Game Fields
- Sledding/Toboggan Hills

SWIMMING AREA

- Beach
- Dredging
- Sand Blanket
- Raft/Pier
- Guard Towers
- Buoys & Ropers
- Bathhouse

Swimming/Wading Pool

- Pool Tank
- Filtration Equipment
- Fencing
- Pool Equipment

TOILETS

- Flush Toilets
- General Construction
- Plumbing
- Electrical
- Sewer/Water Laterals
- Vault Toilets

TRAILS

- Clearing
- Surfacing
- Overview Structures
- Boardwalks
- Culverts
- Bridges
- Grading

UNDERGROUND ELECTRIC

- Trenching
- Junction Boxes
- Conduit
- Transformers

WALKWAYS

- Fill
- Gravel
- Paving
- Culverts
- Bridges
- Curb Cuts

WATER SYSTEMS

- Well
- Pump
- Distribution
- Fountains
- Spigots/Hose Bibs

Exhibit F

Environmental Hazards Assessment Form – Form 1800-001

Instructions: Tab to each section

Notice: This form must be completed and approved by the DNR before grant funds can be expended for land acquisition. Please complete all sections. Use additional page if necessary. Collection of this information is authorized under ss. 23.0915 - 23.0917, Wis. Stats. Failure to provide this information may result in denial or repayment of grant awards. Personal information collected on this form will be used for management of DNR programs and grants. Information may be made available to requesters under Wisconsin's Open Records laws (ss. 19.31-19.39, Wis. Stats.).

1. General Information

Applicant Name Village of Sussex	Project / Parcel Madeline Park	County Waukesha				
Property Owner Name Village of Sussex	Property Street Address N64W23760 Main Street					
Close / Intersecting Roads Waukesha Avenue and Main Street						
Legal Description:	¼ / ¼ SW	¼ SE	Section(s) 23	Township 8	Range N 19E	E / W

2. Environmental Condition Statement of Property

Complete the checklist to the best of your knowledge through inspection of the site. Indicate if any of the following conditions currently exist on site.

		With your mouse, click on yes or no
Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Known spills, release of chemicals, hazardous substances or fuels
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dumps, debris piles, stockpiles of waste, containers, barrels or drums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sludge
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Discolored or odorous soil
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Areas of stressed vegetation, absence of vegetation, areas previously burned
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unusual or noxious odors
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Discolored, polluted, foul water (in standing water, wells, or wetlands)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is an existing well located on site? If yes, where is it located? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Old pipes, electrical equipment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unusual or irregular depressions or mounds on surface
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other evidence of possible contamination – If yes, describe: _____

If the answer to any question above is yes:

- Attach description or explanation and site map showing location of item(s) checked.
- The property may require a Phase I or further investigation/inspection. Talk to your regional grant specialist listed in the application form.

3. Land Use History

A. Current Uses of the Property:

<input type="checkbox"/> Industrial	<input type="checkbox"/> Commercial	<input type="checkbox"/> Agriculture	<input type="checkbox"/> Orchards	<input type="checkbox"/> Railroads and Railroad Spurs	<input type="checkbox"/> Landfills
<input checked="" type="checkbox"/> Other – Explain: <u>Recreational</u>					

B. Historical Uses of the Property (for the past 20 years):

<input type="checkbox"/> Industrial	<input type="checkbox"/> Commercial	<input type="checkbox"/> Agriculture	<input type="checkbox"/> Orchards	<input type="checkbox"/> Railroads and Railroad Spurs
<input type="checkbox"/> Suspected Former Landfills				
<input checked="" type="checkbox"/> Other – Explain: <u>Recreational</u>				

C. To the best of your knowledge does the property have evidence of the following?

Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has the site been used for the storage or warehousing of commercial or industrial materials?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there areas with a history or likelihood of underground storage tanks?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there monitoring wells on site?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is there any history of contamination on the property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is there any history of contamination on any <i>adjacent</i> properties?

If you checked any boxes in Sections 3A or 3B above, or answered yes to any question in Section 3C, the property may require a Phase I or further investigation/inspection. Talk to your regional grant specialist listed in the application form.

4. Site Investigation Documentation

Has a Phase I or Phase II Site Investigation been completed on the property? Yes No

If yes, attach a copy of the conclusions.

5. Certification

I hereby certify that I have inspected the property and contacted the current owner regarding environmental contamination. The information provided is a full disclosure of my findings and is true and complete to the best of my knowledge.

Printed Name of Preparer JOEL JASTER	Title Building Inspector
Signature of Preparer <i>Joel Jaster</i>	Date Signed 4/7/16

If you are submitting this form as a condition of a Nonpoint Targeted Runoff Management or Nonpoint Urban Storm Water-Construction grant, please also indicate the following:

Printed Name of Authorized Representative	Title
Signature of Authorized Representative	Date Signed

Leave Blank - DNR Use Only

6. Search of DNR Records

- A. Does the property appear on the most recent version of the Bureau of Remediation and Redevelopment Tracking System (BRRTS)? Yes No

If Yes, Site Name: _____ BRRTS Activity #: _____
- B. Does the property appear on the most recent version of the DNR Registry of Waste Disposal Sites in Wisconsin? Yes No

If Yes, Site Name: _____
- C. Does the property appear on the most recent version of the Solid and Hazardous Waste Information Management System (SHWIMS)? Yes No

If Yes, Site Name: _____

7. Conclusions

- Based on the information available in DNR's Regional files at this time, no additional investigation recommended.
- Further Investigation Needed; Consult with Region R&R Program for Recommendation

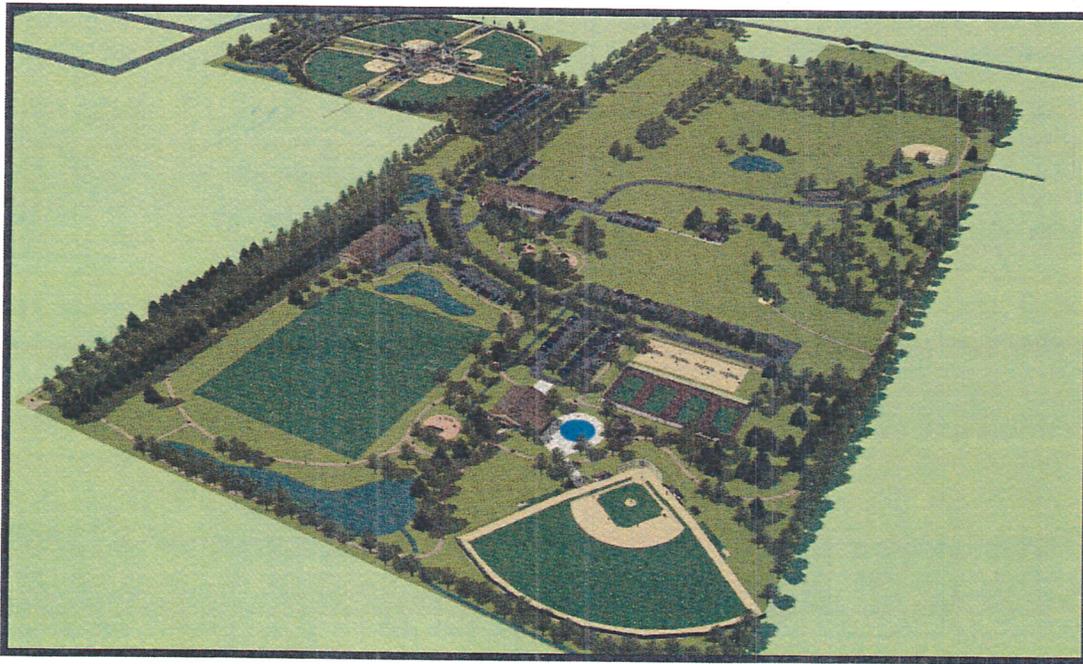
Printed Name of DNR Reviewer	Title
Signature of DNR Reviewer	Date Signed

Exhibit 3-A and 5.1a

Comprehensive Outdoor Recreation Plan

COMPREHENSIVE OUTDOOR RECREATION PLAN: Village of Sussex Parks & Open Space Plan 2014 to 2018

Sussex, Wisconsin



Active Use Park Expansions

Village Park Expansion: Village Park is rented most every weekend for various festivals and parties; it is currently used near or above maximum capacity. The additional acres (located to the west of the existing park) will allow the Village to add sports facilities and additional festival space. Both of which are much needed. A master plan was created in 2012 to answer the questions of how the park will be used in the future. The main goal of the changes are to make the park more user friendly and better utilize the space within the park. See Appendix G: Village Park Master Plan.

Armory Park Expansion: Much like Village Park, Amory Park is used to capacity for organized sports such as soccer and baseball. The additional acres located to the south of the existing park will provide much needed space for sports facilities. A master plan will be necessary to determine the best use of the additional park land. This master plan should be undertaken after progress is made on the Village Park Plan project.

Prides Crossing Expansion: Prides Crossing Neighborhood Park is part of a large collection of opens spaces located in the center of the population in the north side of Sussex. This acquisition, located to the south and west of the existing park, will assist with providing active neighborhood park functions to this side of the Village. It will eventually connect to the future Standpipe Natural Area. The development in this area has stalled and it may be some time for this expansion to occur.

Creation of Trailhead to the Bugline Trail: Madeline Park is located adjacent to the Waukesha County Bugline Trail. A trailhead with restrooms would be a great asset to the trail users and to the community.

Future Neighborhood Parks: (far west, on Mary Hill Rd. and Silver Spring / VV; far north, on Plainview Road and Maple Avenue; potential one far south, south of Lisbon Road and east of Hwy 164)

These neighborhood parks will service new developments in the Village. Development at these parks should proceed after an existing conditions analysis and a master plan is completed. Facilities to consider are walking trails, a playground, picnic tables and a small open air shelter and if space allows a flat lawn area for pick up games of soccer, football or Frisbee.

Some facilities to consider for this new neighborhood park include:

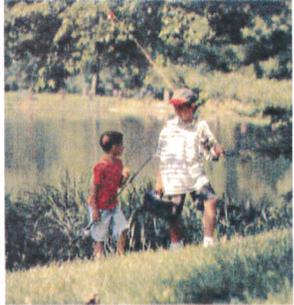
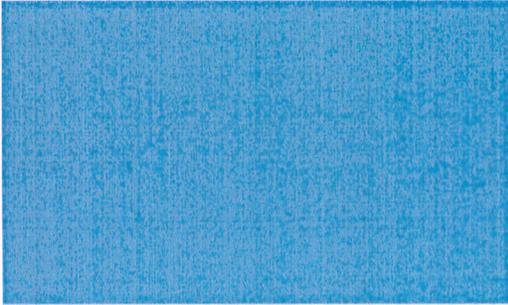
- General Site Development (grading, turf, drainage and signage)
- Basketball Court
- Playground
- Open Shelter
- Picnic Tables and Site Furniture
- Gravel Trails (.5 miles)
- Landscaping

Expansions of Existing Natural Areas or Open Spaces

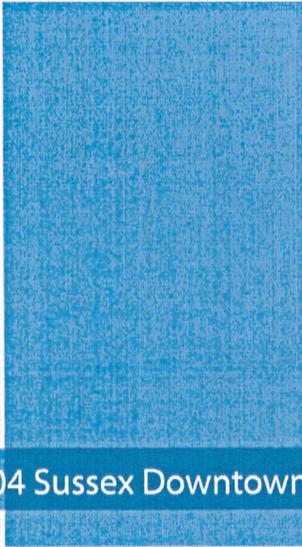
The following expansions of existing natural areas are planned in the next 5 to 10 years, Butler Wetlands, Woodland Creek Nature Preserve and Standpipe Natural Area. These three

Exhibit 3.1

Village of Sussex Main Street Vision and Action Strategy Plan



VILLAGE OF SUSSEX
Main Street Vision and
Action Strategy
Adopted: July 26, 2011



Implementation Supplement to the 2004 Sussex Downtown Design and Development Plan



VILLAGE BOARD RESOLUTION #11-26
ADOPTION OF THE MAIN STREET VISION AND ACTION STRATEGY PLAN

WHEREAS, the Village of Sussex Downtown area also referred to as Main Street has sections where redevelopment is likely to occur particularly the areas of Main Street between Silver Spring and Maple Avenue and the intersection of Main Street and Waukesha Avenue.

WHEREAS, the Village of Sussex Community Development Authority has worked with Vandewalle & Associates to create a document to guide long range planning for the areas and named the plan Main Street Vision and Action Strategy Plan; and

WHEREAS, the Village of Sussex Community Development Authority held a public open house to receive input from the business community and the public to help create the plan; and

WHEREAS, the Village of Sussex has determined that the adoption of the Main Street Vision and Action Strategy will ensure that the goals and objectives are consistent with current needs and trends.

NOW, THEREFORE, BE IT RESOLVED that the Village of Sussex Plan Commission on June 16, 2011 recommended the Village Board adopt a resolution to approve the Main Street Vision and Action Strategy Plan to be used as a working guide for the Community Development Authority.

Adopted this 26th day of July, 2011.


Greg L. Goetz, Chairperson


Susan M. Freiheit, Clerk-Treasurer

Number of ayes 6

Number of nays 0

Cannery Crossing Development Objectives

CANNERY SITE

- Mixed-use with retail/restaurant on ground floor with office and/or residential above
- Orient buildings in front to Main and Waukesha with minimal setbacks
- Residential or office uses adjacent to the quarry pond
- 2 – 6 story buildings
- Building design and materials consistent with adopted design guidelines
- Integrate significant “green building”/sustainable features
- Minimize vehicular access points (no more than 2 on Main and 1 on Waukesha)
- Provide parking in/under buildings
- Surface parking only in rear/along sides and broken into smaller lots
- Attractive and inviting public plaza space at corner
- Community gateway feature at corner
- Restore creek and provide trail consistent with improvements on north side of Main
- Maintain Bugline trail through the site (may be relocated along quarry)
- Maintain utility easement through the site (along current trail alignment)
- Provide public access to the quarry and integrate site development with recommended quarry improvements

QUARRY RESTORATION

- Obtain public trail access easements around the entire quarry
- Quarry pond safety – combination of attractive fence, berm, and landscaping
- Provide a pier or boardwalk to permit fishing at west end
- Provide an overlook on south side and potential public parking area

BUGLINE TRAIL

- Use trail to connect redevelopment sites in area and provide access to quarry
- Use trail to connect area to Sussex Center and other parts of community
- Add trail connection to the south to Spring Green Park
- Provide wayfinding and information signage to direct visitors

DEYER DRIVE REDEVELOPMENT

- Medium density residential development
- Building types compatible with single family homes on street, such as townhomes, attached villas

- Maintain front setbacks similar to single family homes
- Consider senior housing
- Maximum of 2 ½ stories
- Building designs and materials consistent with adopted design guidelines
- Incorporate “green building”/sustainable features
- Parking in garages, or surface lots only in rear/along side and in small lots
- Garages not to extend beyond front walls of living units
- Integrate with recommended quarry improvements

NORTH SIDE OF MAIN STREET

- Daylight creek to reduce flooding, restore habitat, and attract new development
- Encourage land assembly and redevelopment consistent with new creek alignment and revised limits of floodplain and floodway
- Orient buildings to Main Street
- Commercial development serving local and regional needs
- 2-4 stories
- Building designs and materials consistent with adopted design guidelines
- Incorporate “green building”/sustainable features
- Minimize access points along Main Street (1 per property, shared where possible)
- Parking in/under buildings to increase development potential
- Surface parking only in the rear/along side in small lots
- Integrate restored creek as an amenity (patio area, etc.)
- Consider additional amenities at county trail parking area (seating, shade/rain shelter, etc.), or create regional trailhead at Madeline Park

WAUKESHA AVENUE BETWEEN MAIN AND SILVER SPRING

- Encourage land assembly and/or commercial/office redevelopment over time
- Orient buildings to the street with minimal parking in the front
- 2-4 stories
- Building designs and materials consistent with adopted design guidelines
- Incorporate “green building”/sustainable features
- Minimize vehicular access points (1 per property, shared where possible)
- Parking in/under buildings to increase development potential
- Break surface parking into smaller lots
- Integrate with recommended quarry improvements where adjacent

Exhibit 3.2 and 5.1b

Waukesha County Comprehensive Development Plan for Waukesha County

***A COMPREHENSIVE
DEVELOPMENT PLAN
FOR WAUKESHA COUNTY***

***WAUKESHA COUNTY
WISCONSIN***

Prepared by the
Waukesha County Department of Parks and Land Use
Waukesha County University of Wisconsin-Extension
Waukesha County Municipalities

February 24, 2009

The preparation of this publication was financed in part through comprehensive planning grant funds provided by the Wisconsin Department of Administration



**Waukesha County
Park System**

2017 -2021 Park and Open Space Plan

Bugline Trail

Location: The Bugline Trail extends approximately sixteen miles over a County-owned right-of-way and Department of Natural Resources land, the former Chicago, Milwaukee, St. Paul and Pacific Railroad Line. It starts at Grand Avenue in the Village of Menomonee Falls and ends at Hartmann Court west in the Town of Merton community of North Lake.

Acquisition (History):

This trail was purchased in 1978 from the railroad for a cost of \$280,000, of which \$140,000 was paid for by Federal Land and Water Conservation Funds and the State of Wisconsin Department of Natural Resources. The name “Bugline” came from the name of the original railroad and its curving alignment known as the “Bug on a Vine” Railroad. The local citizenry later referred to the railroad as the “Bugline Railroad”. The original railroad, established in the early 1900’s by Joseph Hadfield, served the area’s limestone quarries.

The trail was constructed in 1983 and opened in 1984. The cost to develop the trail was \$120,000, with a \$30,000 westerly extension and \$30,000 easterly extension, for a total cost of \$180,000. State of Wisconsin Department of Natural Resources Outdoor Recreation Aid Funds were used to offset 50 percent of these costs, with Waukesha County funding the remaining cost. In 2010, 4.4 acres of Kettle Moraine Scenic Railroad was purchased west of the Oconomowoc River, along with a trail easement from the Department of Natural Resources for a section of the trail from Dorn Road to the Oconomowoc River. The trail starts in the Village of Menomonee Falls and travels through the Villages of Lannon and Sussex, the Town of Lisbon, the Village of Merton and the Town of Merton. It crosses the Fox River, the Bark River and the Oconomowoc River, and traverses a total of seven timber bridges. The trail passes through a wide variety of urban, residential and rural communities, and offers trail experiences in woods, wetlands, quarry overlooks, and open fields. The Bugline is primarily used for biking and hiking purposes, with some sections of the trail designated for equestrian and snowmobile use. Significant trail connections are the Village of Menomonee Falls Riverfront Trail, Menomonee Park, Village Park in Sussex, Cooling’s Meadow, acquired from The Nature Conservancy, in Sussex, and a Town of Lisbon Park. The Bugline Trail has been used for several special events and fund-raising activities.

Site Characteristics:

The Bugline trail from Grand Avenue in Menomonee Falls to Highway VV in the Village of Merton is a 10-foot wide asphalt pavement trail. Beginning on the east end of the trail at Grand Avenue, the trail goes through residential areas of the Village of Menomonee Falls. The trail crosses Highway 74 and the Fox River and proceeds through open fields and woodlands crossing the Fox River again. In the Village of Lannon, the woodlands open up into quarry operations, which offer a glimpse of this area’s limestone quarry heritage. In Lannon, the trail crosses Highway 74 and moves west towards the southern border of Menomonee Park where an old rail spur connects the trail to the Park. The Bugline continues southwest and goes through wooded areas between quarry operations flanked by Good Hope Road and Townline Road. West of Townline the trail continues through woodlands where an old train trestle bridge crosses over the railroad corridor, passes by the Cooling’s Meadow Nature Preserve and into the Village of Sussex. Within the Village of Sussex, the trail connects to the Village’s 7 acre Madeline Park, the downtown district with several new redevelopment projects, and 75 acre Village Park. The Village of Sussex Parks and downtown district offers trail users an opportunity to park, obtain trail information at existing and proposed trail head locations, and shop. Leaving the Village of Sussex the trail

uses an underpass, constructed in 2007 on Highway 164 to move onto the three-mile unobstructed stretch of trail. Along this section of trail, the trail passes along wet-mesic prairie, mixed prairie remnants, and grass/sedge meadows as well as the Town of Lisbon Park. At Lake Five Road, the trail crosses the Bark River with views of the Merton Mill Pond seen through the woods. At Highway VV in the Village of Merton the trail goes south on VV to the Village Park where the paved trail continues west along the Bark River. The trail weaves in and out of open fields and dense woodlands and then climbs a hill to the former railroad grade to the west terminus of the trail near Dorn Road. In 2010, 4.4 acres of the former Kettle Moraine Scenic Railroad were purchased from Steven Butler. The State of Wisconsin owns the portion of the Kettle Moraine Scenic Railroad from Dorn Road to the Oconomowoc River, on which Waukesha County acquired an easement to complete the Bugline trail from Menomonee Falls to North Lake. In 2015, the final 2.4 miles of paved trail was completed from east of Dorn Road to Hartman Court in North Lake. This new section of trail brings the total length of paved trail from Menomonee Falls to Merton to 16 miles.

Existing Development:

The trail provides opportunities for biking, hiking, and jogging along its entire length, and a portion of the trail is open for horseback riding along an approximately four-mile segment from the former “Ranch” to Menomonee Park. Mile markers exist starting at the east end of the trail. Portions of the trail are utilized for snowmobiling in the winter season.

Planned Development:

Update designated trailheads and signage, on east end of trail in Menomonee Falls, at Menomonee Park in Lannon, in the Village of Sussex downtown district and Madeline Park, at Lisbon Town Park, and on the west end of the trail in North Lake.

Future development of the Bugline Trail:

- Connect with the Ice Age Trail and the proposed Oconomowoc River Trail and into the unincorporated community of North Lake.
- Connect to the Bark River Greenway and Trail via a bridge over Bark River west of the Village of Merton Park
- Connect with the proposed Fox River Trail in the Village of Lannon.
- Trail to extend approximately one-half mile eastward, to connect with the Menomonee River Trail.

Park System Connections:

Menomonee Park connection to parking and picnic area

Village of Sussex connection at Mammoth Springs development site, Madeline Park and Village Park

Menomonee River Trail (Village of Menomonee Falls) - Bugline Trail will be extended approximately one-half mile east in the Village of Menomonee Falls

Ice Age Trail at Dorn Road

Future Bark River Trail in the Village of Merton

Fox River Trail in the Village of Lannon

Future Oconomowoc River Greenway and Trail

Activities:

Bird-watching

Horseback riding

Cross-country skiing

Biking

Roller-blading

Snowmobiling

Geocaching

Running or jogging

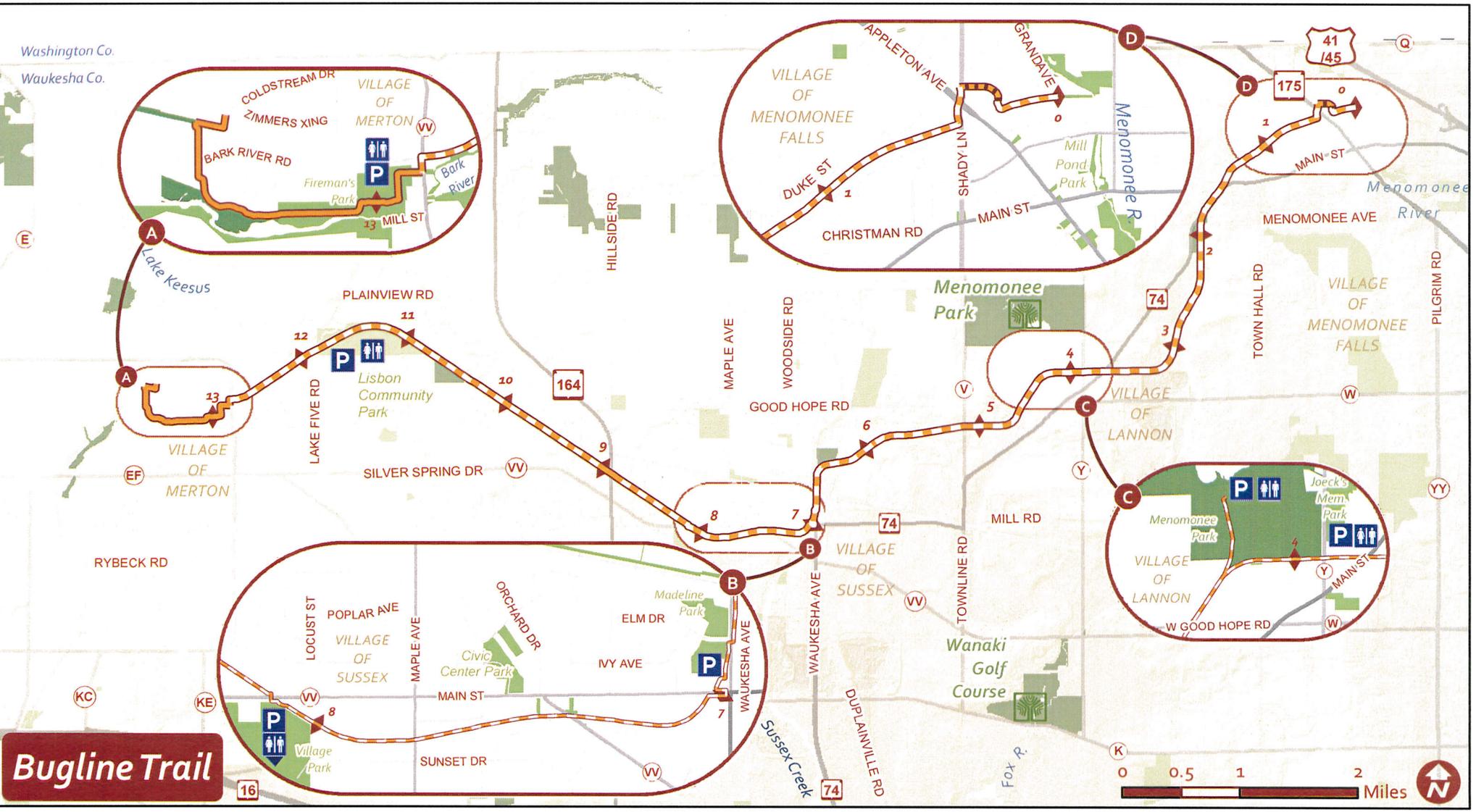
Hiking

Snowshoeing

Exhibit 3.4

Map of Bugline Trail

Washington Co.
Waukesha Co.



Bugline Trail



EXHIBIT 3.6

Village of Sussex Main Street Vision and Action Strategy Plan

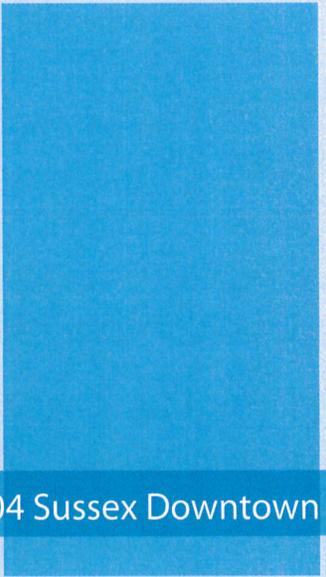
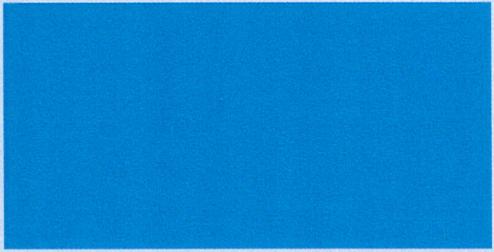
&

Mammoth Springs Development



VILLAGE OF SUSSEX Main Street Vision and Action Strategy

Adopted: July 26, 2011



Implementation Supplement to the 2004 Sussex Downtown Design and Development Plan



CANNERY CROSSING

CONCEPT B



Revised January 19, 2011
Vandewalle & Associates, Inc.
© 2011



EXHIBIT 3.7

Revitalization Map

TOTAL PUBLIC INVESTMENT OF \$23.2 MILLION

PUBLIC IMPROVEMENTS

- Floodplain Reduction
- Signalized Intersection
- Streetscape/Sidewalk
- Roadway
- Utilities
- Power Burial
- Gateway, planters

TOTAL PUBLIC DOLLARS
\$3.1 million

PUBLIC IMPROVEMENTS

- Civic Campus
- Public Parking
- Pedestrian Crossing
- Park Upgrades
- Stormwater Facility
- Bridge/Floodplain Reduction
- Signalized Intersection
- Streetscape/Sidewalk
- Roadway
- Utilities
- Power Burial

TOTAL PUBLIC DOLLARS
\$11.9 million

PUBLIC IMPROVEMENTS

- Rerouted Silver Spring
- Park Upgrades
- Stormwater Facility
- Bridge/Floodplain Reduction
- Signalized Intersection
- Streetscape/Sidewalk
- Roadway
- Utilities
- Power Burial

TOTAL PUBLIC DOLLARS
\$3.1 million

PUBLIC IMPROVEMENTS

- Streetscape/Sidewalk
- Roadway
- Utilities
- Power Burial

TOTAL PUBLIC DOLLARS
\$2.2 million

PUBLIC IMPROVEMENTS

- Stream Opening
- Bridge/Floodplain Reduction
- Streetscape/Sidewalk
- Roadway
- Utilities
- Power Burial
- Pedestrian Trail
- Scenic Overlook

TOTAL PUBLIC DOLLARS
\$2.9 million



West End Four Corners



Civic Campus



Village Commerce Center



East Main Hilltop District



East Gateway

PRIVATE IMPROVEMENTS

- 16 Condos
- 12,000 sq ft Commercial Redevelopment

TOTAL PRIVATE DOLLARS
\$8 million

PRIVATE IMPROVEMENTS

- Relocation of Non-profits to Civic Campus
- Chamber of Commerce
- Historical Society
- Food Pantry
- VFW
- Piggly Wiggly Stays

TOTAL PRIVATE DOLLARS
\$3.2 million

PRIVATE IMPROVEMENTS

- The Corners
2,500 sq ft commercial
57 high-end apartments
- The Farmstead
90 senior units
- 10,000 sq ft repurposed vacant commercial

TOTAL PRIVATE DOLLARS
\$17.5 million

PRIVATE IMPROVEMENTS

- Long-term Redevelopment

MAINTAIN or INCREASE PROPERTY VALUES

PRIVATE IMPROVEMENTS

- Mammoth Springs
19,500 sq ft Commercial
300 high-end apartments

TOTAL PRIVATE DOLLARS
\$46.5 million

TOTAL PRIVATE INVESTMENT OF \$75.2 MILLION

EXHIBIT 3.8

Letters of Support



Friends of Sussex Parks and Recreation

W240N5765 Maple Avenue

Sussex, WI 53072

Phone (262) 246-6447

Website: [facebook.com/friendsofsussexparks](https://www.facebook.com/friendsofsussexparks)

March 25, 2016

To Whom It May Concern,

The Friends of Sussex Parks and Recreation is in full support of the Village's project to relocate the train depot to Madeline Park to be used as a trailhead. The addition of this building that will house restrooms, the playground and parking lot will also be fabulous addition and fit our mission to support active, healthy lifestyles in the Village of Sussex.

Thank you,

Charlotte Abt
President

Wendy Stallings
Vice President



Sussex- Lisbon Area Historical Society, Inc.

April 15, 2016

Jim Ritchie
Local Government Grant Specialist
2300 N. Dr. Martin Luther King, Jr. Dr.
Milwaukee, WI 53212

RE: Bugline Trail- Madeline Park Trailhead Project

Dear Mr. Ritchie,

The Sussex-Lisbon Area Historical Society, Inc. (SLAHS) is a proud and long standing member of the Sussex Community. We have decided to donate our historical depot museum to the Village so that the Village may utilize the building as a trailhead facility at Madeline Park. The project will serve the bugline trail and preserve the building. As a non-profit that looks to promote history and make it come alive, we are excited about how many people throughout the region can benefit from this facility, which historically was located on the railroad that is next to this park. In some respects the Depot is returning home.

SLAHS, strongly supports this project and the grant application. The donation of the building well exceeds \$100,000 in value if the building needed to be built today, which helps the Village of Sussex afford the project, and SLAHS, is able to ensure the long term protection of this community gem. Thank you for supporting parks and recreation and promoting history in the process.

Sincerely

Michael Reilly,

A handwritten signature in cursive script that reads "Michael Reilly".

President, SLAHS

SLAHSINCC@YAHOO.COM
414-530-3121

Waukesha County

DEPARTMENT OF
PARKS AND LAND USE

April 8, 2016

Subject: Letter of Support for Madeline Park Improvement Project

Sasha Snapp, CPRP- Director
Village of Sussex
Parks and Recreation Department- Sussex Community Center
W240 N5765 Maple Ave
Sussex, WI 53089

Dear Ms. Snapp,

This letter serves as a letter of support for the proposed improvements to Madeline Park in the Village of Sussex. It is our understanding that the Village is proposing to improve this park with the relocated and remodeled former railroad depot building, provide some off-street parking, and work with Waukesha County to provide trail information for the connection to the Bugline Recreation Trail. This improvement will serve the Village of Sussex residents and visitors well, is a creative re-purposing of the structure, and will offer an identifiable feature along the Bugline Trail.

Since Waukesha County acquired the former Chicago, Milwaukee, St. Paul and Pacific Railroad in 1978, we have been continuing to work with area municipalities on the development and continuous improvement of the Bugline Trail and area parks which connect to the trail. These trails and parks help to foster active and healthy living in our communities, and offer year-round enjoyment of our resources.

We support this Village of Sussex funded project at Madeline Park, and the Village of Sussex application for State of Wisconsin Department of Natural Resources Stewardship Grant Funds to help make this project a reality. As we update the Waukesha County Park and Open Space Plan in 2016 for adoption in 2017 as part of the Comprehensive Plan for Waukesha County, we will include information on these proposed improvements at Madeline Park as part of our Bugline Trail updates.

If you wish to discuss this project or need any additional information, please feel free to contact me at my office at 262-548-7798 or cell phone at 414-335-6279, or email me at dburch@waukeshacounty.gov.

Thank-you for your consideration of this recommendation of support for this project.

Sincerely,



David P. Burch, PLA- Manager

To whom it may concern,

It recently came to my attention that the possibility exists for improving the infrastructure of Madeline Park in Sussex. As a 12 year Sussex resident (who has lived 11 of those years just two houses west of Madeline Park) who enjoys the local parks, and especially as an avid Bugline user, the idea of creating parking, a playground, and a trailhead at Madeline Park makes so much sense. It is at the exact halfway point of the Bugline, it's a natural starting/stopping point already, which means during peak season there are often cars parked on Elm Dr. by those to get on their bikes at that point. Having parking and a bathroom facility (there are none anywhere on the Bugline currently) would be a tremendous asset to a wonderful trail. Additionally, the Sussex Parks & Rec department has done a great job developing and maintaining the many parks in Sussex that I'm sure this upgrade to Madeline Park (which is currently just a grassy field) would allow it to be another great asset to the Sussex Park system.

Mike Poelzer
Sussex Resident

EXHIBIT 3.9

Historical Society Letter Donating Historic Depot and Picture of Depot



Sussex- Lisbon Area Historical Society, Inc.

April 15, 2016

Jim Ritchie
Local Government Grant Specialist
2300 N. Dr. Martin Luther King, Jr. Dr.
Milwaukee, WI 53212

RE: Bugline Trail- Madeline Park Trailhead Project

Dear Mr. Ritchie,

The Sussex-Lisbon Area Historical Society, Inc. (SLAHS) is a proud and long standing member of the Sussex Community. We have decided to donate our historical depot museum to the Village so that the Village may utilize the building as a trailhead facility at Madeline Park. The project will serve the bugline trail and preserve the building. As a non-profit that looks to promote history and make it come alive, we are excited about how many people throughout the region can benefit from this facility, which historically was located on the railroad that is next to this park. In some respects the Depot is returning home.

SLAHS, strongly supports this project and the grant application. The donation of the building well exceeds \$100,000 in value if the building needed to be built today, which helps the Village of Sussex afford the project, and SLAHS, is able to ensure the long term protection of this community gem. Thank you for supporting parks and recreation and promoting history in the process.

Sincerely

Michael Reilly,

President, SLAHS



SUSSEX LIBRON
ART & HISTORICAL
SOCIETY, INC.
JAMES A. TAYLOR
DIRECTOR

NO. 1
923741

←

→



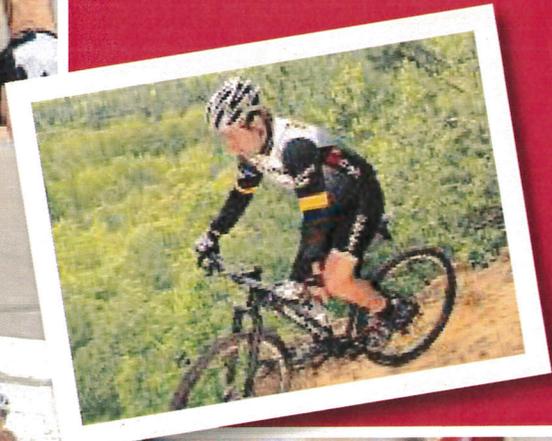
Exhibit 3.11 and 5.8

Travel Wisconsin Official Biking Guide

TRAVEL
WISCONSIN™



OFFICIAL BIKING GUIDE



EIGHTH EDITION

Linear Bike Trails

1 Bugline Trail

The Bugline Bike Trail owes its existence to the quarries near Lannon. Trains once hauled famed Lannon Stone from the deep limestone pits which still operate today. A look down into the quarries from the trail is an impressive sight. Further along, perhaps you'll be able to spot homes built from the Lannon Stone. Dense woods close to the trail often hide the fact much of your ride is through suburbs. You can make your trail ride a tour of comfortable area parks; three line the trail. At the west end of the trail is the tiny village of Merton. The old mill there still operates, and the adjacent mill house is an architectural gem.

■ For more information call 262/548-7801 or visit www.waukeshacounty.gov

2 Eisenbahn State Trail

See East Central region.

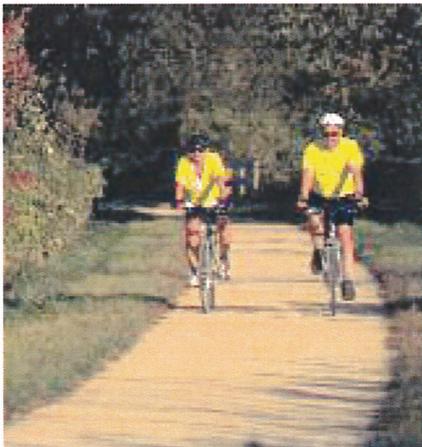
3 Fox River Trail – Waukesha

The six-mile Fox River Trail runs through the city of Waukesha along the Fox River starting on the north end of Frame Park and continuing south along the east side of the river to Fox River Park. The trail surface is mainly asphalt with a few brick sections downtown. Water and restroom facilities can be found at several parks along the trail system.

■ For more information visit www.midwestroads.com

4 Glacial Drumlin State Trail East

See trail description on page 66.



Glacial Drumlin State Trail.

5 Hank Aaron State Trail

Named in honor of baseball legend Hank Aaron, this 14-mile trail traverses Milwaukee County from Lake Michigan through the Historic Third Ward and the Menomonee Valley to the Milwaukee/Waukesha County Line. The trail passes numerous places of interest such as Lakeshore State Park, Discovery World, the Milwaukee Art Museum, Summerfest, the Harley-Davidson Museum, Miller Park, the Urban Ecology Center, and State Fair Park. Interpretive signage and artwork along the route will focus on the rich cultural/historic value of the area, the natural resources along the route and interesting facts about its namesake.

■ For more information call 414/263-8559 or visit dnr.wi.gov

6 Lake Country Recreation Trail

Located on the former Milwaukee - Watertown Interurban Railway. This eight-mile recreation trail stretches between the Landsberg Center trailhead (just north of Interstate 94 on Golf Road, west of County Highway T) and Cushing Park in the City of Delafield.

■ For more information call 262/548-7801 or visit www.waukeshacounty.gov

7 Lakefront Oak Leaf Trail

Variety is what cities are all about, and you'll find plenty along this nearly 100-mile route. From Juneau Park, a rail bed trail follows the river to the Kilbourntown House historic site. Stately mansions line Newberry Boulevard, Wahl, and Terrace Avenues. The lake parks have their own treasures: the white lighthouse, soaring Gothic water tower, and streamlined McKinley Park Beach House are priceless.

■ For more information call 414/257-6100 or visit www.waukeshacounty.gov

8 New Berlin Recreation Trail

The New Berlin Recreation Trail is a seven-mile multiuse trail located that extends from South 124th Street just south of Greenfield Avenue (State Highway 59) at the Milwaukee/Waukesha County Line to Springdale Road in Waukesha.

■ For more information call 262/548-7801 or visit www.county.milwaukee.gov

continued...

EXHIBIT 3.13

Village of Sussex Comprehensive Plan 2020

ORDINANCE # 03-24

2020 COMPREHENSIVE PLAN OF THE VILLAGE OF SUSSEX, WISCONSIN

BE IT ORDAINED BY VILLAGE BOARD OF THE VILLAGE OF SUSSEX, WISCONSIN:

SECTION 1. Pursuant to Section 62.23 of the Wisconsin Statutes, the Village of Sussex is authorized to prepare and adopt a comprehensive plan as defined in Section 66.1001 of the Wisconsin Statutes.

SECTION 2. The Sussex Plan Commission, by a majority vote, recommended to the Village Board the adoption of the document entitled "2020 Comprehensive Plan of the Village of Sussex, Wisconsin" as the comprehensive plan for the Village in accord with Section 66.1001 of the Wisconsin Statutes.

SECTION 3. The plan was prepared by a committee of citizens and others with a strong interest in the future success of Sussex and the planning process was open to the public and numerous efforts were made to assure the broadest participation to establish the goals and elements considered for and contained within the comprehensive plan in compliance with Section 66.1001 of the Wisconsin Statutes.

SECTION 4. The Village Board of Sussex, Wisconsin, does, by the enactment of this ordinance, formally adopt the document entitled "2020 Comprehensive Plan of the Village of Sussex, Wisconsin" and its subsequent amendments as the comprehensive plan for the Village.

SECTION 5. This ordinance shall take effect upon passage by a majority vote of the members-elect of the Village Board and publication as required by law.

ADOPTED THIS 25th DAY OF MARCH, 2003.

Approved by a vote of 7 ayes 0 nays

Published 27th day of May, 2003

By: 
Michael M. Knapp, Village President

Attest: 
M. Chris Swartz, Village Clerk

EXHIBIT 3.18

DOWNTOWN MAP

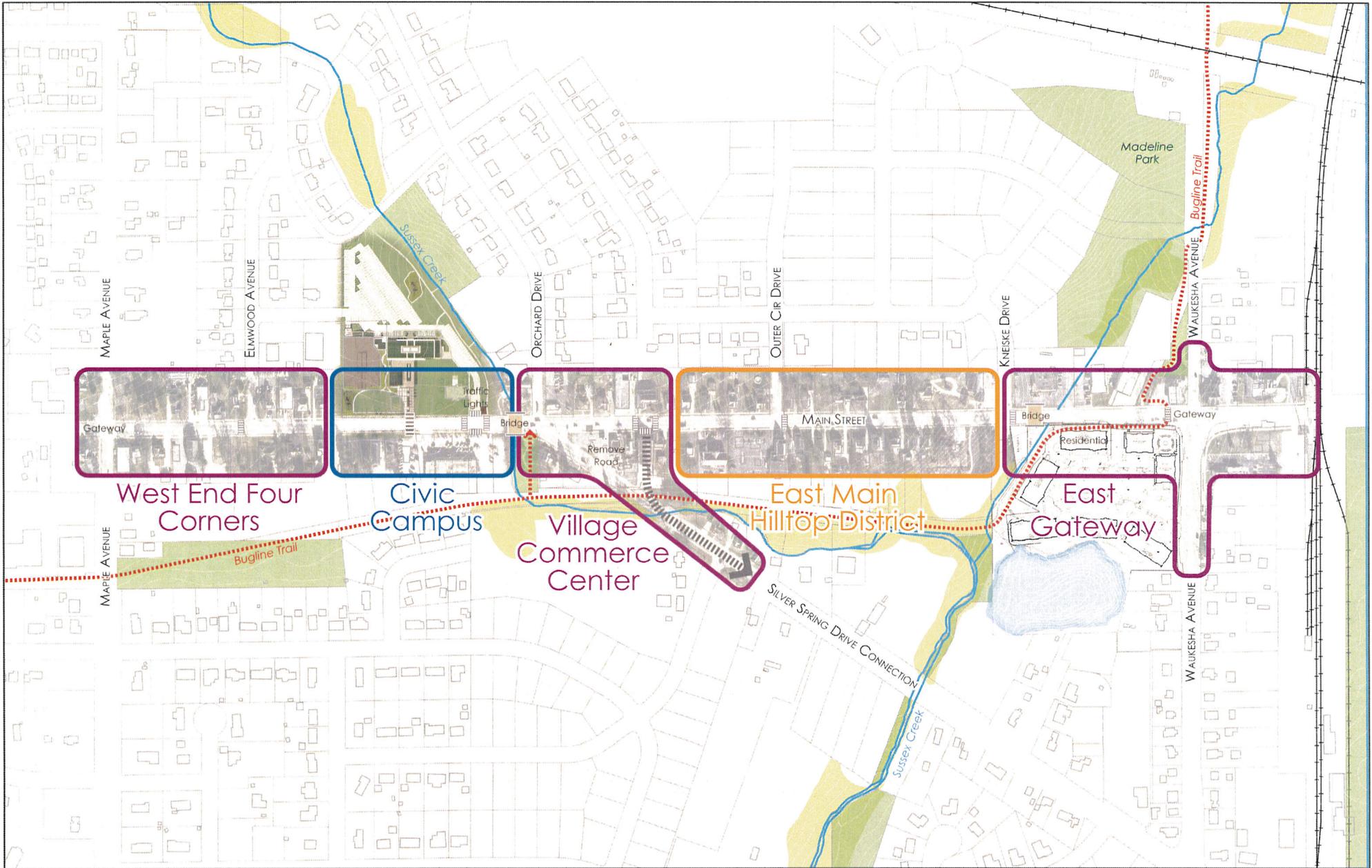


EXHIBIT 3.22

Park and Impact Fee Ordinance

CHAPTER 18

LAND DIVISION AND DEVELOPMENT ORDINANCE

**Adopted April 13, 2004
Ordinance No. 641**

Amended February 15, 2005; May 6, 2009; and March 25, 2014

18.10065

IMPACT FEES

(A) ENACTMENT OF IMPACT FEES.

- (1) Park Impact Fee. If the Village Board determines that the dedication as described in Section 18.0709 of this Chapter, is not feasible or compatible with development of the Village of Sussex, the owner shall, in lieu thereof, pay to the municipality an impact fee as described in this Section 18.10065, which shall constitute the proportionate payment described in Section 18.0709 of this Code, to pay for the capital costs that are necessary to accommodate future land development with regard to parks, playgrounds and land for athletic fields, and such Section 18.0709 of this Code shall not apply.
- (2) Library Impact Fee. An impact fee to pay for the proportionate share of capital costs that are necessary to accommodate future land development with regards to library facilities is imposed on all development in the Village of Sussex.

(B) FEE AMOUNTS.

(1) Park Impact Fee.

1. The amount of the impact fee established in 2008 was \$1,479.28 per residential dwelling unit.
2. In order to account for the difference between the above listed fees and the full costs eligible to be charged by the Community to address park and open space projects as outlined in the Public Facilities Needs Assessment and Impact Fee Study, the annual increase of the impact fee shall be 8% per year until the base impact fee reaches \$2,383.61.
3. Once the fee reaches \$2,383.61 in order to account for future increases in construction costs and interest costs, and in order to ensure that the fees are equitably distributed between current and future Developers, the base impact fees described herein shall automatically increase by three (3) percent on an annual basis on January 1 of each year.
4. The Fee Amount may be changed at any time by the Village Board in accordance with the law.

(2) Library Impact Fee.

1. The amount of the impact fee established in 2015 shall be \$800.00 per residential dwelling unit.
2. In order to account for the difference between the above listed fees and the full costs eligible to be charged by the Community to address library facilities needs as outlined in the Public Facilities Needs Assessment and Impact Fee Study, the annual increase of the impact fee shall be 4% per year until the base impact fee reaches \$1,966.00.
3. Once the fee reach \$1,966.00 in order to ensure that the fees are equitably distributed between current and future Developers, the base impact fees described herein shall automatically increase by three (3) percent on an annual basis on January 1 of each year.
4. The Fee Amount may be changed at any time by the Village Board in accordance with the law.

(C) ACCOUNTING.

Revenues from impact fees shall be placed in a segregated, interest-bearing account and shall be accounted for separately from the other funds of the Village of Sussex. Impact fee revenues and interest earned on impact fee revenues may be expended only for capital costs for which the impact fees were imposed.

(D) REFUND OF IMPACT FEES.

Impact fees that are imposed and collected by the Village of Sussex within 7 years of the effective date of this ordinance must be spent or refunded within ten years of the effective date of the ordinance, unless extended by resolution pursuant to Wisconsin Statute Section 66.0617. Refunds shall be made to the then-current owner of the property with respect to which the impact fees were imposed along with any interest that has accumulated. The Village of Sussex may collect and utilize impact fees in any manner and timeframe as otherwise allowed by law.

EXHIBIT 3.41

Wisconsin Materials or Products

Materials likely to be used for the Bugline Trail Madeline Park Trail Head Project.

Wisconsin based companies, contractors and products will be used for this project.

Asphalt paving:

Payne & Dolan
N3W23650 Badinger Road
Waukesha, WI 53187

All asphalt is processed and mixed at various site locations in Wisconsin.

Gravel base:

Halquist Stone
N51W23563 Lisbon Road
Sussex, WI 53089

All gravel is retrieved and crushed at the quarry site at the Sussex location.

Windows and Doors:

Kolbe & Kolbe Millwork Company
1323 S. 11th Ave
Wausau, WI 54401

Windows and doors made at the plant location in Wausau.

Bathroom accessories

Bradley Corporation
W142N9101 Fountain Boulevard
Menomonee Falls, WI 53051

Manufacturer of commercial plumbing fixtures and washroom accessories.

Lavatories

Kohler
444 Highland Drive
Kohler, WI 53044

Manufacturer of bathroom accessories.

EXHIBIT 3.42

Recycled Products





EXHIBIT 3.43

Construction Timeline

Construction Timeline

July 2017 – Establish foundation and grade site

August 2017 – Move Depot to site

September 2017 – Internal remodeling of Depot and site utilities

October 2017 – Final pavement and ribbon cutting

PRELIMINARY PLAT OF JOHANSEN FARMS

BEING A SUBDIVISION OF A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35,
TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

LEGEND	
	INDICATES SOIL BORING LOCATION
	INDICATES PROPOSED FIRE HYDRANT
	INDICATES EXISTING WATERMAIN
	INDICATES PROPOSED WATERMAIN
	INDICATES EXISTING SANITARY SEWER
	INDICATES PROPOSED SANITARY SEWER
	INDICATES EXISTING STORM SEWER
	INDICATES PROPOSED STORM SEWER
	INDICATES PROPOSED FORCEMAIN
	INDICATES EXISTING CONTOUR

EASEMENT LEGEND:	
(A)	PROPOSED 20' WIDE STORM SEWER EASEMENT
(B)	PROPOSED 11' WIDE SIDEWALK EASEMENT
(C)	PROPOSED 35' WIDE ACCESS EASEMENT
(D)	PROPOSED 30' WIDE WATERMAIN, ACCESS AND SIDEWALK EASEMENT
(E)	PROPOSED 40' WIDE LANDSCAPE EASEMENT
(F)	PROPOSED STORMWATER DRAINAGE EASEMENT

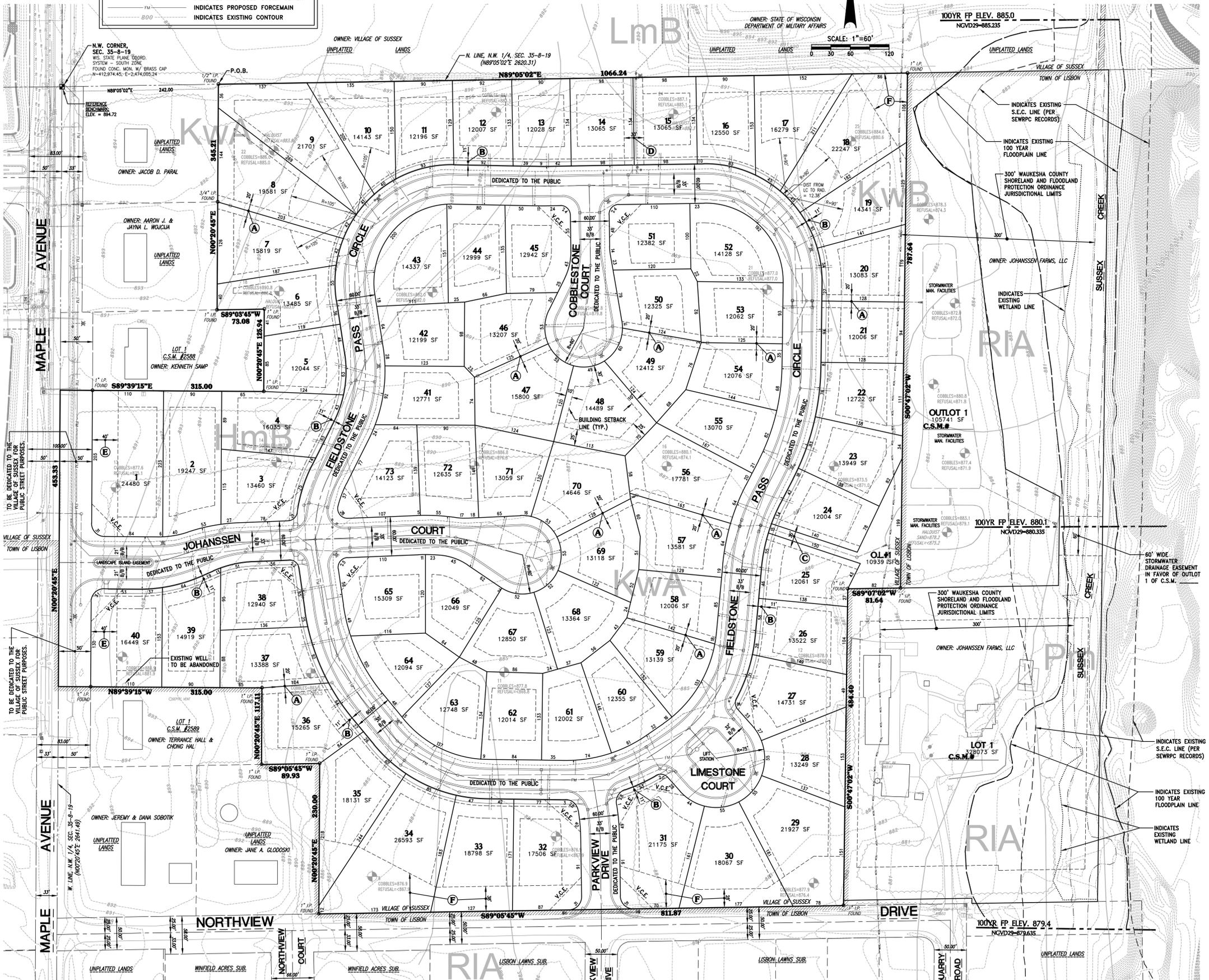
PROPOSED ZONING:	
RS-3 (PDD)	
DESIGN CRITERIA:	
MIN. FRONT SETBACK:	30 FT.
MIN. REAR SETBACK:	25 FT.
MIN. SIDE SETBACK:	10 FT.
(LOTS 1-6, 11-16, 19-27, 31-46, 50-66 & 71-73):	
MIN. LOT WIDTH:	90 FT.
MIN. LOT AREA:	12,000 S.F.
(LOTS 7-10, 17-18, 28-30, 47-49 & 67-70) (COL-DE-SAC LOTS):	
MIN. LOT WIDTH:	80 FT.
MIN. LOT AREA:	12,000 S.F.

WISCONSIN LAND SURVEYOR

GRADY L. GOSSETT
S-2972
MENDOTA, WI

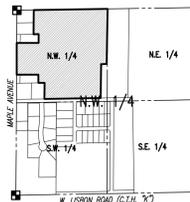
TRIO
ENGINEERING

12660 W. NORTH AVENUE, BLDG. "D"
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: ggossett@trioeng.com



OWNER / DEVELOPER:
JOHANSEN FARMS, LLC
P.O. BOX 308
SUSSEX, WI 53089-4405
PHONE: 262-246-5022

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



- DEVELOPMENT SUMMARY:**
- Subdivision contains approximately 31.3196 Acres.
 - Subdivision contains 73 Lots and 1 Outlot.
 - All lots to be served by Sanitary Sewer and Watermain.
 - Public Roads have Sidewalks on one side, Concrete Curb and Gutter, Asphalt Pavement with Storm Sewers.
 - All lots to have Underground Telephone, Electric, Cable and Gas Service.
 - Existing Zoning: "A-1".
 - Proposed Zoning: "RS-3" (PDD)
 - Outlot 1 contains Stormwater Management Facilities and Open Space. To be dedicated to the Village of Sussex.
 - The 40' wide Landscape Easements along Maple Avenue to be granted to each individual Lot Owner within this Subdivision. The Owners of the residential Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore the landscaping within said Landscape Easement. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
 - The Landscape Island Easement to be granted to each individual Lot Owner within this Subdivision. The Owners of the residential Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore the landscaping within said Landscape Island Easement. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
 - The existing Well located on Lot 40 will be properly abandoned, and appropriate records of proper abandonment will be provided to the Waukesha County Environmental Health and Planning and Zoning Divisions.

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

VISION CORNER EASEMENT: (V.C.E.)
Lots 1, 3, 27, 31, 32, 38, 40, 45, 51, 65, 73 and Outlots 1, 5, 6 and 7 are herein subjected to a Vision Corner Easement as shown on this plat. Vision corner easements to be granted to the Village of Sussex: No structure of any kind shall be permitted within a vision corner which exceeds 3 feet above the intersection except for necessary highway and traffic signs, public utility lines and open fences, through which there is clear vision, nor shall any plant material be permitted which obscures safe vision of the approaches to the intersection.

SECONDARY ENVIRONMENTAL CORRIDOR (S.E.C.) NOTE:
THE OFFSITE SECONDARY ENVIRONMENTAL CORRIDOR (S.E.C.) LINE SHOWN HEREON WAS TAKEN FROM 2010 SEWRPC RECORDS.

WETLAND DELINEATION NOTE:
THE OFFSITE WETLAND SHOWN HEREON WAS DELINEATED AND FIELD LOCATED BY ONEDA TOTAL INTEGRATED ENTERPRISES (OTE) ON AUGUST 6 & 11, 2015.

FLOODPLAIN BOUNDARY NOTE:
THE OFFSITE 100-YEAR FLOODPLAIN BOUNDARY SHOWN HEREON IS BASED ON FEMA MAP NO. 55133C0201G, MAP REVISED: NOVEMBER 5, 2014 AND FIELD SURVEY ELEVATIONS. REFERENCE BENCHMARK USED IS THE N.W. CORNER OF SECTION 35-8-19, CONCRETE MONUMENT WITH BRASS CAP ELEVATION = 894.72. VERTICAL DATUM IS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.

HORIZONTAL DATUM PLANE:
All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the North line of the N.W. 1/4 of Section 35, Town 8 North, Range 19 East, bears North 89°05'02" East.

VERTICAL DATUM PLANE:
All elevations are referenced to the National Geodetic Vertical Datum of 1929. Contours/Elevations shown on this Preliminary Plat are via a ground survey performed by Trio Engineering, LLC.

AGENCIES HAVING THE AUTHORITY TO OBJECT:
- State of Wisconsin, Department of Administration
- Waukesha County, Department of Parks and Land Use

APPROVING AUTHORITY:
- Village of Sussex

SURVEYOR'S CERTIFICATE:
I hereby certify that this Preliminary Plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision and Platting Code of the Village of Sussex.
Date: 1-22-16 REVISED: 3-8-16
REVISED: 4-21-16



Grady L. Gossett
Grady L. Gossett, P.L.S.
Professional Land Surveyor S-2972

PROJECT:
JOHANSEN FARMS
VILLAGE OF SUSSEX, WISCONSIN

PREPARED FOR:
JOHANSEN FARMS LLC
SUSSEX, WI 53089

REVISION HISTORY	
DATE	DESCRIPTION
3/8/16	PER VILLAGE COMMENTS
4/21/16	PER VILLAGE COMMENTS

DATE:
JANUARY 22, 2016

JOB NUMBER:
15-012-252-01

DESCRIPTION:
PRELIMINARY PLAT

SHEET
1 OF 1

DEVELOPER'S AGREEMENT FOR

**Johanssen Farms
Single Family Development**

VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

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

WITNESSETH:

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

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

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

WHEREAS, said SUBJECT LANDS are presently zoned RS-3 Single Family, with the Planned Development Overlay District, under rezoning ordinance No. 815 shown as **EXHIBIT B** which allows the above-described development; and

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

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

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

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

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

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

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

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS.

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

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all public street and sidewalk plans are in conformance with all federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof from the VILLAGE Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets and sidewalks in accordance with the Preliminary Plat, approved development plan of said subdivision, or Final Plat as the case may be and the plans and specifications on file in the VILLAGE Clerk's office.
3. Construction of the public streets and sidewalks providing access to and fronting a specific Lot will be completed, presented and accepted by the VILLAGE Board through the first lift of asphalt before any building permits are issued for said Lot.
4. The first lift of asphalt on the public streets and the sidewalk for Phase 1 of the Development shall be completed and presented to the VILLAGE Board no later than October 1, 2016, or as extended by the VILLAGE Board. The first lift of asphalt on the public streets and the sidewalk for Phase 2 of the Development shall be completed and presented to the VILLAGE Board no later than October 1, 2017, or as extended by the Village Board.

5. The final lift of asphalt shall be placed on all public streets after at least one winter season and shall be completed and presented to the VILLAGE Board no later than August 1, 2017, or as extended by the VILLAGE Board. It is the general intent of the VILLAGE for the final lift of asphalt not to be established prior to 80% of the homes being constructed in a phase to minimize the damage to the final roadway and additional costs to the DEVELOPER, therefore the VILLAGE Board may require placement of the final lift at an earlier or later date if the VILLAGE Board determines in its discretion that it is necessary or appropriate to do so.

6. The DEVELOPER shall maintain public streets, sidewalks, and paths, including snowplowing, unless otherwise approved by the VILLAGE Administrator, until accepted by resolution by the VILLAGE Board. Once the first lift of asphalt is established VILLAGE will provide snowplowing service for the public roadways and DEVELOPER shall pay VILLAGE at a rate of \$250 per hour or part of an hour therein, for said plowing service to ensure the roadway is open and safe for public and emergency access until the roadway is accepted by resolution by the VILLAGE Board. The VILLAGE shall provide snow plowing service in a manner consistent with that of the rest of the Village and shall in no way be responsible to DEVELOPER for any damage caused to infrastructure by snow plow operations. The DEVELOPER shall properly ramp any manholes prior to November 1 of each year to ensure safe snow plow operations. The rate per hour for snow plowing shall remain the same through May 1, 2017 and shall increase 3% annually each year thereafter. During construction sidewalks shall be blocked and labeled with signage saying "closed during construction."

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

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

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

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

11. The sidewalk required by Village Code along the portion of Maple Avenue frontage of the Development as depicted in attached **Exhibit E-1**(the "Deferred Sidewalk Improvements") will not be required to be installed at this time as the roadway improvements to Maple Avenue will likely change the elevation and location of said sidewalk. The DEVELOPER shall therefore pay the VILLAGE \$30,000 for the Deferred Sidewalk Improvements and VILLAGE shall use said funds to establish said sidewalk at the time of Maple Avenue construction.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and VILLAGE of Sussex specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans. The sanitary sewerage system shall include a lift station, all details of which shall be specified in the sewerage system plan.

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

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

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

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

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

7. The development requires the installation of a lift station and said lift station shall be constructed to Village specifications and be fully operational including all necessary communications equipment and software updates to allow the lift station to operate remotely and communicate in real time with the Village wastewater treatment plant, all to the satisfaction of the VILLAGE Engineer, prior to issuance of a building permit.

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and VILLAGE of Sussex specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans. The VILLAGE Engineer may require that the plans include water system work outside the territory of the current phase of the development as the VILLAGE Engineer deems necessary to ensure the system will function properly.

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

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

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

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

6. The water system includes the requirement for looping on Maple Avenue and through Armory Park. Installation of said improvements shall be scheduled as to not interfere with the use of Armory Park as determined by the Village. An easement attached as **Exhibit F** "Water Main easement" shall be established over the water main of at least ten (10) feet on each side of the water main where the water main or that twenty foot work zone falls outside of the right of

way or outside of VILLAGE owned property which shall also be addressed in depictions and in language on the Plat to ensure the VILLAGE is able to repair the water main.

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

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and written proof that the VILLAGE Engineer, DNR, and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, have reviewed and approved said plans.
2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications on file in the VILLAGE Clerk's office, and all applicable federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the VILLAGE Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, including where necessary as determined by the VILLAGE Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/ detention basins.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the VILLAGE before any building permits are issued.
4. To maintain roads free from mud and dirt from construction of the development.
5. The VILLAGE Board will not accept the surface and storm water drainage system until the entire system serving a given phase is installed and landscaped in accordance with plans and specifications to the satisfaction of the VILLAGE Engineer.
6. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the VILLAGE Board.
7. The VILLAGE retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the VILLAGE Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.
8. For that part of the SUBJECT LANDS located in the VILLAGE, the DEVELOPER shall establish the stormwater facilities within outlots that the Village shall have the right, but not the obligation, to maintain according to a Stormwater Facility Maintenance Agreement, attached herein as **EXHIBIT G** and hereinafter known as the "SFMA". The SFMA shall state that the VILLAGE shall agree to maintain the stormwater management facilities in the Development except for specific annual maintenance activities such as grass mowing, etc.; which shall be

spelled out in the SFMA. DEVELOPER shall provide the necessary easement hereinafter known as the "2016 Stormwater Easement" and attached herein as **EXHIBIT G-1** for any stormwater facilities that are located outside of the right-of-way or have the necessary maintenance zone outside of the right-of-way, which shall be addressed in depictions and in language on the Plat.

9. For that part of the SUBJECT LANDS located outside the VILLAGE, the DEVELOPER shall convey all such land to the VILLAGE free and clear, which conveyance shall be recorded simultaneously with the final plat. Prior to commencement of construction or site development or any other work on the SUBJECT LANDS, the DEVELOPER shall determine whether the Town of Lisbon and/or Waukesha County will require that a stormwater maintenance agreement, or other restriction, must be recorded against such land, and if so, the terms of any such restriction shall be provided by the DEVELOPER to the VILLAGE. The DEVELOPER shall provide proof to the satisfaction of the VILLAGE of any such requirements that the Town of Lisbon and/or Waukesha County may or may not require, prior to conveyance. The VILLAGE reserves all right to accept or reject any such agreements or restrictions as may be required. In the event the VILLAGE declines to accept any such requirements, the VILLAGE shall have the right to declare this agreement null and void.

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

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

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

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

3. All disturbed areas shall be restored to the satisfaction of the VILLAGE Engineer within seven (7) days of disturbance. Any cash or letter of credit posted with the VILLAGE will not be released until the VILLAGE Engineer is satisfied that no further erosion measures are required.

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

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building

foundation sites, private driveways, paths and trails by use of sound conservation practices as set forth in the Tree Mitigation Plan and Landscape Plan attached herein as (**EXHIBIT H and H-1**).

2. The DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the VILLAGE Engineer prior to the issuance of any building permits.
4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the VILLAGE prior to the issuance of building permits.
5. The VILLAGE has the right to trim and remove any features which would interfere with safe operation and maintenance of the VILLAGE right-of-ways and drainage ways.
6. The DEVELOPER shall establish Street Trees per the Street Tree Plan attached as **Exhibit H-2**. The Street Trees shall be established only within the appropriate times per year as listed on the plan and the trees shall not be installed until construction activity is completed in the area as determined by the VILLAGE to avoid damage from construction. Street Trees shall be maintained by the DEVELOPER until the warranty period ends for said STREET Trees unless otherwise approved by the VILLAGE Board.
7. The DEVELOPER shall establish the necessary easements attached as **Exhibit H-3** for any landscape and or monument sign areas within the right of ways to require the homeowners association to maintain those areas.

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

1. Street signs, traffic control signs, culverts, posts and guard rails as required by the VILLAGE shall be obtained and placed by the VILLAGE, or by the DEVELOPER with approval of the VILLAGE, and the cost thereof shall be paid by the DEVELOPER.
2. All traffic control signs and street signs, as required by the VILLAGE will be installed by the VILLAGE at the cost of DEVELOPER following the placement of the first lift of asphalt.

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

I. ADDITIONAL IMPROVEMENTS AND REQUIREMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the VILLAGE may cause such work to be carried out and shall charge against the financial guarantee held by the VILLAGE pursuant to this agreement.

1. DEVELOPER shall establish easements over right of way intended to be granted to the Village by a future phase of the development on a future Final Plat per the intents of the preliminary plat to enable VILLAGE to maintain infrastructure installed and complete the DEVELOPMENT's Future phases should the DEVELOPER fail to complete subsequent phases. Said easement shall be shown on the first Final Plat of the DEVELOPMENT unless all of the infrastructure is completed and the rights of way dedicated for the entire DEVELOPMENT with the first Final Plat for the DEVELOPMENT. If an easement is given the easement shall end once the subsequent Final Plat is approved and the necessary rights of way are granted.

2. DEVELOPER shall bury all power and utilities within the Development including any above ground power poles adjacent to the SUBJECT LANDS.

3. DEVELOPER shall make any necessary improvements or guarantees as required by the Town of Lisbon for the roadway connection and stormwater improvements within the Town of Lisbon portion of right of way adjacent to the DEVELOPMENT. Said requirements shall be attached, and incorporated as **Exhibit L**.

4. DEVELOPER shall provide as-built information for all improvements and as-planted information for street trees in electronic format and shall reimburse the Village for updates to the Village's G.I.S. system for the same.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

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

SECTION III. FINAL ACCEPTANCE.

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

permits and approval of various items of development shall not commence the two-year guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the VILLAGE, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the VILLAGE, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or award to, or consent required of, the DEVELOPER.

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

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

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

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

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

SECTION VII. GUARANTEES OF IMPROVEMENTS:

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

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

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

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

D. Maintenance Prior to Acceptance.

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

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the VILLAGE Board. Should the DEVELOPER fail to meet this requirement, the VILLAGE Board

will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.

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

SECTION VIII. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

The VILLAGE shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the VILLAGE Administrator, until accepted by the VILLAGE Board.

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

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

SECTION X. FINANCIAL GUARANTEE:

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

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

the DEVELOPER shall be deemed in violation of this agreement and the VILLAGE Board shall have the authority to draw upon the letter of credit.

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

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

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

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

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

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

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

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

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

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

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

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT.

Developer shall grant a vacant lot maintenance easement to the VILLAGE, in a form that is subject to the approval of the VILLAGE Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the VILLAGE the right (but not the obligation) to enter upon any vacant lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the VILLAGE of Sussex Municipal Code, including but not limited Chapter 10, entitled "Public Nuisance", and Chapter 11, entitled "Health and Sanitation", including Section 11.07 entitled "Property Maintenance Code". A vacant lot shall include any Lot that does not have an occupied principal structure that is used for residential purposes at the time of inspection, repair or restoration. All costs incurred by the VILLAGE in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the VILLAGE.

SECTION XIV. PROMOTION OF ARCHITECTURAL UNIQUENESS.

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

SECTION XV. MISCELLANEOUS REQUIREMENTS

The DEVELOPER shall:

A. EASEMENTS:

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

B. TREE PLANTING:

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

C. MANNER OF PERFORMANCE:

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

D. SURVEY MONUMENTS:

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

E. HOME-OWNERS ASSOCIATION DECLARATION:

Execute and record a HOME-OWNERS ASSOCIATION Declaration, Articles, and/or Bylaws as applicable, in a form that is subject to the approval of the VILLAGE Board and VILLAGE Attorney, and provide proof of recording prior to sale of Lots for the SUBJECT LANDS.

F. DEED RESTRICTIONS:

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

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

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

The Deed Restrictions shall also include a notice in a form approved by the VILLAGE Attorney, notifying all lot owners of the operation of a quarry adjacent to the SUBJECT LANDS.

G. GRADES:

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

H. RESERVE CAPACITY ASSESSMENTS - SANITARY SEWER:

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

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

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

I. RESERVE CAPACITY ASSESSMENTS - WATER:

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

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

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

J. UNDERGROUND UTILITIES:

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

K. PERMITS:

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

L. REMOVAL OF TOPSOIL:

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

M. DIGGERS HOTLINE.

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

N. PREVAILING WAGE RATES AND HOURS OF LABOR:

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

O. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays, nor shall it continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

P. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been

installed and accepted by the VILLAGE Board. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER'S and/or subject property owner's expense.

Q. DUTY TO CLEAN ROADWAYS:

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

R. PUBLIC CONSTRUCTION PROJECTS:

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

S. IMPACT FEES:

DEVELOPER and VILLAGE acknowledge that the VILLAGE has caused a needs assessment study to be performed pursuant to Wis. Stat. 66.0617 and that the VILLAGE has enacted an ordinance (18.10065) that imposes impact fees pertaining to the VILLAGE's parks, playgrounds and land for athletic fields, and that imposes impact fees pertaining to the VILLAGE's Library. The DEVELOPER acknowledges and agrees that the ultimate occupants of the Lots on the SUBJECT LANDS will likely utilize the Village's parks, playgrounds, and athletic fields, and Library and that the impact fees imposed by VILLAGE Ordinances are necessary to pay for the capital costs of the facilities described in this section in order to accommodate land development. This Fee shall be paid prior to the release of the BUILDING PERMIT.

T. ZONING CODE:

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

U. NO AGRICULTURE USE

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

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

The DEVELOPER shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the VILLAGE in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this agreement, including without limitation by reason of

enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. VILLAGE employee costs shall be based on regular VILLAGE pay rates (or Engineering and administrative overtime, if applicable) plus 60% on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any costs for outside consultants shall be charged at the rate the consultant charges the VILLAGE. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the VILLAGE pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XVII. METHOD OF IMPROVEMENT

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

SECTION XVIII. GENERAL INDEMNITY:

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

SECTION XIX. VILLAGE RESPONSIBILITY:

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

1. Cost of increasing the size of the water main from eight inches to a larger size, including the cost of larger valves.
2. Cost of increasing the size of the sewer main from eight inches to a larger size.
3. The VILLAGE agrees to allow the DEVELOPER to connect to the VILLAGE of Sussex's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the VILLAGE of Sussex and the appropriate approvals have been granted for such service from all Federal, State, SEWRPC, and local governments and agencies.

SECTION XX. INSURANCE:

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

SECTION XXI. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

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

SECTION XXII. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION XXIII. ZONING:

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

SECTION XXIV. COMPLIANCE WITH CODES AND STATUTES:

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

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

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional Preliminary Plat approval and a conditional rezoning ordinance by the VILLAGE. The DEVELOPER also acknowledges that if the development is to proceed the SUBJECT LANDS will also be subject to a conditional Final Plat approval, if it is approved. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional Preliminary Plat approval for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT C**, and the conditional rezoning ordinance for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT B**. At such time as the Final Plat is approved, if it is, the conditional Final Plat approval shall be attached hereto and incorporated herein as **EXHIBIT D**.

1. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

SECTION XXVII. PHASING OF DEVELOPMENT:

In that the DEVELOPER has voluntarily agreed to develop the subject land in two phases and has further agreed to submit along with the Final Plat of the first phase a phasing plan for the entire development, which shall be in substantial conformity with the phasing plan (**EXHIBIT K**) prepared and discussed by the Plan Commission for the VILLAGE of Sussex and shall be subject to review and must be specifically approved by the VILLAGE Board, Section 236.11(b), Wisconsin Statutes, which requires Final Plats to be filed within thirty-six (36) months of the date of approval of the Preliminary Plat is hereby waived by the VILLAGE provided the DEVELOPER complies with the approved phasing plan and further provided that the Final Plat of each phase complies substantially with the Preliminary Plat, as provided in Section 236.11(b), Wisconsin Statutes. Due to the compact nature of the DEVELOPMENT, and the technical requirements to properly serve the DEVELOPMENT with water, stormwater, and sewer and provide public safety access during construction the DEVELOPER shall be installing all of the public improvements as one Phase, but in compliance with Village Ordinance the final platting will be done in Phases to spread the impact on house construction across the VILLAGE. DEVELOPER acknowledges and accepts that the financial guarantees are for the entire improvements for the entire SUBJECT property and is performing construction as such as a benefit to the DEVELOPER as the most efficient way to construct the DEVELOPMENT.

SECTION XXVIII. AGREEMENT FOR BENEFIT OF PURCHASERS:

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

SECTION XXIX. ASSIGNMENT:

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

SECTION XXX. PARTIES BOUND:

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

SECTION XXXI. HEIRS & ASSIGNS:

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

SECTION XXXII. SURVIVAL:

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

SECTION XXXIII. OWNERSHIP OF SUBJECT LANDS.

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

SECTION XXXIV. PARAGRAPH HEADINGS.

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

SECTION XXXV. INCORPORATION OF RECITALS.

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

SECTION XXXVI. COUNTERPARTS.

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

SECTION XXXVI. ENTIRE AGREEMENT.

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

SECTION XVII. RECORDING OF AGREEMENT.

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

SECTION XVIII. AMENDMENTS:

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

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

_____.

By: _____

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2016, the above named _____, Authorized Signatory of Settlement at Sussex Creek 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

EXHIBIT L
DEVELOPER'S AGREEMENT FOR
JOHANSEN FARMS
SINGLE FAMILY DEVELOPMENT

THIS AGREEMENT made this _____ day of _____, 2016, between Johansen Farms, LLC, hereinafter called "DEVELOPER", and the VILLAGE of Sussex in the County of Waukesha and the State of Wisconsin, hereinafter called the "VILLAGE", and the TOWN of Lisbon in the County of Waukesha State of Wisconsin, hereinafter called the "TOWN".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of land in the TOWN, said land hereinafter called "TOWN LANDS" and being described as:

OUTLOT 1 of Certified Survey Map No. _____ recorded in Book No. _____ on Pages _____ as Document No. _____, located in the Northwest Quarter (NW1/4) of Section 35, Town 8 North, Range 19 East.

WHEREAS, the DEVELOPER is the owner of land located in the VILLAGE, said land hereinafter called "VILLAGE LANDS" being described as:

Commencing at the Northwest corner of said Section 35; thence North 89° 59' 17" East, along the North line of said Northwest 1/4, 242.00 feet to the point of beginning of the hereinafter described lands; thence continuing along said North line, North 89° 59' 17" East, 1066.24 feet to a point; thence South 01° 41' 17" West, 787.64 feet to a point; thence North 89° 58' 43" West, 81.64 feet to a point; thence South 01° 41' 17" West, 484.38 feet to a point being on the Northerly right of way line of Northview Drive, a public street; thence West, along said Northerly right of way line, 811.87 feet to a point; thence North 01° 15' 00" East, 230.00 feet to a point; thence West, 89.92 feet to the Southeast corner of said Certified Survey Map; thence North 88° 45' 00" West, along the North line of said Certified Survey Map, 315.00 feet to the West line of said Northwest 1/4 and centerline of Maple Avenue, a public street; thence North 01° 15' 00" East, along said West line and centerline, 453.30 feet to the Southwest corner of Certified Survey Map No. 2588; thence South 88° 45' 00", 315.00 feet to the Southeast corner of said Certified Survey Map; thence North 01° 15' 00" East, 125.94 feet to the Northeast corner of said Certified Survey Map; thence South 89° 58' 00" West, along the North line of said Certified Survey Map, 73.08 feet to a point; thence North 01° 15' 00" East, 345.21 feet to the North line of said Northwest 1/4 and the place of beginning.

WHEREAS, the DEVELOPER desires to divide and develop the VILLAGE LANDS for residential purposes, hereinafter called "SUBDIVISION"; and

WHEREAS, the DEVELOPER desires to develop TOWN LANDS for use as part of the stormwater management of the SUBDIVISION.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SECTION 1 – STORMWATER MANAGEMENT

1. DEVELOPER shall make improvements to the TOWN LANDS which is part of the stormwater management facilities of the SUBDIVISION. Said improvements shall be constructed in accordance with the approved construction plans prepared by TRIO Engineering and approved by Waukesha County on _____, approved by the VILLAGE on _____ and approved by Strand Engineering on behalf of the TOWN on _____. Stormwater management facilities shall meet or exceed the most stringent standards between the TOWN, VILLAGE or Waukesha County.
2. The TOWN of Lisbon shall issue all permits and perform all inspections for improvements performed on TOWN LANDS. The VILLAGE shall assist with issuance of any permits, as necessary, on TOWN LANDS.
3. The DEVELOPER shall convey ownership of the TOWN LANDS free and clear to the VILLAGE, and such conveyance, in a form approved by the Village Attorney, shall be recorded simultaneously with the final plat. TOWN LANDS shall remain within the TOWN limits and shall not be annexed into the VILLAGE throughout the development of the SUBDIVISION.
4. The VILLAGE shall be responsible for any and all repairs, improvements and maintenance activities and expenses to the stormwater facilities, whether located within the VILLAGE LANDS or located within the TOWN LANDS, in perpetuity, as and to the extent described within the separately recorded Declaration of Restrictions for Johanssen Farm ("Restrictions"), and Stormwater Facilities Maintenance Agreement ("Stormwater Agreement"). The TOWN shall not be responsible for any expenses related to any costs associated with any repairs, improvements or maintenance of said stormwater facilities. The VILLAGE shall have the right to recover its costs as described in the Restrictions and Stormwater Agreement.

SECTION 2 – NORTHVIEW DRIVE

1. DEVELOPER shall install a public street on the VILLAGE LANDS which shall connect to Northview Drive within the TOWN, and shall be a northern extension of Parkview Drive.
2. DEVELOPER shall issue a financial assurance Bond in the amount of Five Thousand Dollars (\$5,000.00) to cover improvements to be made to Northview Drive.
3. DEVELOPER shall provide for signage to be placed at the SUBDIVISION entrance from Northview Drive onto Parkview Drive (North side of Northview Drive) indicating that construction vehicles are prohibited. Said signage shall remain in place until (a) 75% of the lots within the SUBDIVISION are built upon and occupancy permits are issued, and (b) the final lift of asphalt pavement is in place.

4. DEVELOPER shall saw cut the existing Northview Drive pavement at full depth where the northerly connection to Parkview Drive is made. Temporary ramping shall be required along pavement edge until the final lift of asphalt is completed.
5. DEVELOPER shall install concrete curbing along the northerly extension of Parkview Drive with Ten (10) feet tapers where Parkview Drive matches the asphalt of Northview Drive.
6. DEVELOPER and VILLAGE shall require the TOWN be present when proof roll is performed on the northerly extension of Parkview Drive where Parkview Drive connects to Northview Drive.

SECTION 3 – BLASTING

1. DEVELOPER agrees to notify the TOWN and VILLAGE no later than 24 hours before any desired blasting activities on VILLAGE LANDS or TOWN LANDS is to be completed. Blasting activities shall be allowed only between the hours of 8:00 am and 6:00 pm, Monday through Friday, and excluding Federal holidays. All blasting shall be conducted fully in compliance with the VILLAGE Code.

IN WITNESS WHEREOF, the DEVELOPER, VILLAGE and TOWN 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 written above.

_____.

By: _____

STATE OF WISCONSIN
 COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2016, the above named _____, Authorized Signatory of Johanssen Farms, LLC 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

TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

TOWN Chairman

TOWN Clerk - Administrator

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this ____ day of _____, 2016, the above-named Joseph Osterman , Town Chairman, and Matthew Janecke, Town Clerk-Administrator, 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 TOWN Chairman and TOWN Clerk-Administrator 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 TOWN Board from their meeting on the ____ day of _____, 2016.

NOTARY PUBLIC, STATE OF WI

My commission expires: _____

APPROVED AS TO FORM:

TOWN Attorney

ORDINANCE NO. _____

AN ORDINANCE TO RECREATE SUBSECTION 18.10065(B)(1)3. WHICH RELATES TO THE ANNUAL INCREASE OF PARK IMPACT FEES AND TO RECREATE SUBSECTION 18.10065(B)(2)3. WHICH RELATES TO THE ANNUAL INCREASE OF LIBRARY IMPACT FEES OF CHAPTER 18 ENTITLED “LAND DIVISION AND DEVELOPMENT ORDINANCE” OF THE VILLAGE OF SUSSEX MUNICIPAL CODE.

WHEREAS, from time to time Ordinances need to be refreshed to reflect best practices; and

WHEREAS, the Village of Sussex has found that construction costs have outpaced general consumer price indexes; and

WHEREAS, the Village Board wishes to ensure fairness over time with respect to the amount of impacts fees between current development and future development; and

WHEREAS, the Village Board also wishes to ensure that sufficient resources are raised to complete the improvements necessary to deal with the impacts of growth.

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

SECTION 1. SubSection 18.10065(B)(1)3. of Chapter 18 entitled “Land Division and Development Ordinance” is hereby recreated as follows:

18.10065(B)(1)3. IMPACT FEES (B) FEE AMOUNTS (1) Park Impact Fee.

3. Once the fee reaches \$2,383.61 in order to account for future increases in construction costs and interest costs, and in order to ensure that the fees are equitably distributed between current and future Developers, the base impact fees described herein shall automatically adjust increase by three (3) percent on an annual basis on January 1 of each year. ~~by the percentage increase or decrease in the United States Bureau of Labor Statistics Midwest Region All Items Consumer Price Index for All Urban Consumers from January 1 of the preceding year.~~

SECTION 2. SubSection 18.10065(B)(2)3. of Chapter 18 entitled “Land Division and Development Code” is hereby recreated as follows:

18.10065(B)(2)3. IMPACT FEES (B) FEE AMOUNTS (2) Library Impact Fee.

3. Once the fee reach \$1,966.00 in order to ensure that the fees are equitably distributed between current and future Developers, the base impact fees described herein shall automatically ~~adjust-increase by three (3) percent~~ on an annual basis on January 1 of each year. ~~by the percentage increase or decrease in the United States Bureau of Labor Statistics Midwest Region All Items Consumer Price Index for All Urban Consumers from January 1 of the preceding year.~~

SECTION 3. The Village Clerk is hereby directed to update and correct any code references including Table of Contents in this Chapter or other Chapters of the Municipal Code that may be impacted by the creation of this Section of Village of Sussex Municipal Code.

SECTION 4. The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of the court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and not affect the validity of all other provisions, sections, or portions thereof the ordinance which shall remain in full force and effect. Any other ordinances are hereby repealed as to those terms that conflict.

SECTION 5. This ordinance shall take effect immediately upon passage and posting or publication as provided by the law.

Passed and adopted this _____ day of _____, 2016.

Village President

ATTEST: _____
Clerk-Treasurer

ORDINANCE NO. _____

AN ORDINANCE TO RECREATE SUBSECTION 18.10065(B)(1)3. WHICH RELATES TO THE ANNUAL INCREASE OF PARK IMPACT FEES AND TO RECREATE SUBSECTION 18.10065(B)(2)3. WHICH RELATES TO THE ANNUAL INCREASE OF LIBRARY IMPACT FEES OF CHAPTER 18 ENTITLED “LAND DIVISION AND DEVELOPMENT ORDINANCE” OF THE VILLAGE OF SUSSEX MUNICIPAL CODE.

WHEREAS, from time to time Ordinances need to be refreshed to reflect best practices; and

WHEREAS, the Village of Sussex has found that construction costs have outpaced general consumer price indexes; and

WHEREAS, the Village Board wishes to ensure fairness over time with respect to the amount of impacts fees between current development and future development; and

WHEREAS, the Village Board also wishes to ensure that sufficient resources are raised to complete the improvements necessary to deal with the impacts of growth.

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

SECTION 1. SubSection 18.10065(B)(1)3. of Chapter 18 entitled “Land Division and Development Ordinance” is hereby recreated as follows:

18.10065(B)(1)3. IMPACT FEES (B) FEE AMOUNTS (1) Park Impact Fee.

3. Once the fee reaches \$2,383.61 in order to account for future increases in construction costs and interest costs, and in order to ensure that the fees are equitably distributed between current and future Developers, the base impact fees described herein shall automatically increase by three (3) percent on an annual basis on January 1 of each year.

SECTION 2. SubSection 18.10065(B)(2)3. of Chapter 18 entitled “Land Division and Development Code” is hereby recreated as follows:

18.10065(B)(2)3. IMPACT FEES (B) FEE AMOUNTS (2) Library Impact Fee.

3. Once the fee reach \$1,966.00 in order to ensure that the fees are equitably distributed between current and future Developers, the base impact fees described herein shall automatically increase by three (3) percent on an annual basis on January 1 of each year.

SECTION 3. The Village Clerk is hereby directed to update and correct any code references including Table of Contents in this Chapter or other Chapters of the Municipal Code that may be impacted by the creation of this Section of Village of Sussex Municipal Code.

SECTION 4. The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of the court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and not affect the validity of all other provisions, sections, or portions thereof the ordinance which shall remain in full force and effect. Any other ordinances are hereby repealed as to those terms that conflict.

SECTION 5. This ordinance shall take effect immediately upon passage and posting or publication as provided by the law.

Passed and adopted this _____ day of _____, 2016.

Village President

ATTEST: _____
Clerk-Treasurer

**INTERMUNICIPAL AGREEMENT BETWEEN
THE VILLAGE OF LANNON AND THE VILLAGE OF SUSSEX,
THE TOWN OF LISBON,
LISBON SANITARY DISTRICT # 1
AND THE VILLAGE OF MENOMONEE FALLS**

This Agreement entered upon full execution by all Contract Communities and effective retroactively to the 1st day of January, 2016, by and between the Village of Lannon, hereinafter referred to as "Lannon", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Village of Sussex, the Town of Lisbon, the Lisbon Sanitary District #1, and the Village of Menomonee Falls, all being a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter individually referred to as "Sussex", "Lisbon", "the District #1", "Menomonee Falls" and individually and together referred to respectively as "Contract Community" or "Contract Communities".

WITNESSETH:

WHEREAS, Sussex owns and operates a wastewater treatment facility which has been designated as an area wide regional treatment facility by the Southeastern Wisconsin Regional Planning Commission and the Wisconsin Department of Natural Resources.

WHEREAS, Lannon constructed an interceptor sewer system to convey wastewater from Lannon and the Contract Communities to the Sussex Wastewater Treatment Facility.

WHEREAS, the Contract Communities desire to share in the maintenance, and future costs of the Lannon Interceptor Sewer System so that wastewater may be conveyed to the Sussex Wastewater Treatment Facility.

WHEREAS, the Contract Communities and Lannon are entering into this Agreement for the joint governmental purpose of providing wastewater conveyance services to Lannon and the Contract Communities;

NOW, THEREFORE, pursuant to 66.0301 of the Wisconsin Statutes and of the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

I. DEFINITIONS

- 1.1 Agreement. "Agreement" shall mean this document together with the Exhibits attached hereto.
- 1.2 Average Daily Flow. "Average Daily Flow" shall mean the wastewater generated by each Contract Community over the previous 120 days divided by 120.
- 1.3 Capacity Allocation. "Capacity Allocation" shall mean the right to discharge wastewater to the Lannon interceptor sewer system up to the limits set forth in this Agreement.
- 1.4 Capital Costs. "Capital Costs" shall mean any planning, design, materials, and construction costs exceeding \$25,000, with annual increases per the July construction CPI.
- 1.5 Infiltration. "Infiltration" shall mean water entering a sewer system, including sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.
- 1.6 Infiltration/Inflow. "Infiltration/Inflow" shall mean the total quantity of water from both infiltration and inflow without distinguishing the source.
- 1.7 Inflow. "Inflow" shall mean the water discharged into a sewer system, including service connections, from such sources as, but not limited to, roof leaders, cellar, yard, and area drains, foundation drains, sump pumps, cooling towers, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm water, surface run-off, street wash waters, or drainage. Inflow does not include, and is distinguished from infiltration.
- 1.8 Inhibiting. "Inhibiting" shall mean any impediment, blockage, or similar which blocks or disrupts the normal flow and operation of the Interceptor Sewer System.
- 1.9 Interceptor (Sewer). "Interceptor" shall mean the main conveyance piping system from point "A" to the Sussex Treatment Plant, per Exhibit "E".
- 1.10 Maintenance Costs. "Maintenance Costs" shall mean any planning, design, materials, and construction costs that are not captured by the capital costs.
- 1.11 Operation Cost. Expenses associated with administering a business (Interceptor Sewer System) on a day to day basis. Operating costs include both fixed costs and variable costs.
- 1.12 Ownership. "Ownership, Own and Ownership Interest" shall mean the Village of Lannon's complete and total rights to the wastewater treatment facility as stated in this contract. Ownership does not mean that the Village of Lannon has any liability exposure normally associated with property ownership. It does mean that the Village of Lannon is responsible for its share of the costs associated with the planning, design and construction of the Sussex Wastewater Treatment Facility.

- 1.13 Peak Daily Flow. "Peak Daily Flow" shall be the maximum daily flow over a 48 hour period divided by 2 for a storm frequency interval of 5 years or less.
- 1.14 Residential Equivalent Connection. "Residential Equivalent connection (REC)" shall mean the average annual discharge of a domestic wastewater residential unit. A REC shall be defined as 140 gallons per person per day of average daily flow at 175 mg/l BOD, 192 mg/l TSS, 26 mg/l NH₄-N₁ and 3mg/l P. A residential unit shall be defined as 3 people per unit.

II. GENERAL INTENT

Lannon will operate and maintain the interceptor sewer system to convey wastewater generated within the Lannon Sanitary Sewer Interceptor Service Area. Wastewater collected in Lannon and the Contract Communities will be transmitted to the Sussex regional wastewater treatment facility through the Interceptor. Lannon executed this Intermunicipal agreement with the Contract Communities, which shall define service conditions and cost sharing arrangements by the Contract Communities. The Intermunicipal Agreement may be updated, from time to time, by mutual agreement of Lannon and the Contract Communities.

III. SERVICE AREA AND CAPACITY

3.1 Service Area

The Contract Communities service area shall include those lands as described in Exhibit "A". Each Contract Community shall be responsible to establish and keep current its own defined 208 sanitary sewer service area with the Southeastern Wisconsin Regional Planning Commission (SEWRPC).

3.2 Capacity Allocation

Lannon is providing the following amounts of Capacity Allocation to the Contract Communities for the term of this agreement:

	20 Year		Ultimate Capacity Allocation	
	Avg. Daily Flow Gallons Per Day	Peak Daily Flow Gallons Per Day	Avg. Daily Flow Gallons Per Day	Peak Daily Flow Gallons Per Day
Lannon	300,000	1,200,000	780,000	3,120,000
Sussex	465,000	1,860,000	801,000	3,204,000
Lisbon	0	0	0	0
Lisbon S.D. # 1	51,000	255,000	51,000	255,000
Menomonee Falls	550,000	2,200,000	5,280,000	13,200,000

3.3 Capacity Reallocation

During the term of this Agreement, any renewal, extension or amendment thereof, a Contract Community may reallocate any portion of its unused Capacity Allocation to another Contract Community within the Lannon Sanitary Sewer Interceptor Service Area. This may be accomplished in any manner and on any terms and conditions mutually agreeable to the Contract Communities directly involved; provided, such Contract Communities identify and report to Lannon an accurate

equivalent monetary price, stated on a per gallon of capacity basis regardless of the form(s) of consideration agreed upon, for the reallocation.

Before the reallocation of any Capacity Allocation to another Contract Community can be finalized, the Contract Community transferring away any allocation must first apply to Lannon in writing for approval of the proposed reallocation. Lannon shall have 60 days after receiving notice of such proposed reallocation to review, and approve or reject in writing the application for reallocation. Lannon may only reject a proposed reallocation for hydraulic capacity reasons except where Lannon exercises its right of first refusal, as described in the following sentence, with respect to the entire proposed reallocation. Lannon shall have a continuing right of first refusal, during the term of this Agreement, any renewal, extension or amendment thereof, to purchase the entire amount of capacity, proposed to be reallocated, calculated at the reported accurate equivalent monetary price per gallon of capacity.

In the event Lannon's notice of approval or rejection, or exercise of its option has not been delivered in writing to the Contract Community proposing to transfer away any allocation, within the 60 day period referenced above, the proposed reallocation will be deemed to have been approved.

3.4 Capacity Allocation Utilization

Lannon and the other Contract Communities agree that all Contract Communities have the right to use their respective amounts of the Capacity Allocation under the terms of this agreement.

When the Capacity Allocation utilized by any Contract Community, as determined under Section 3.5 of this Agreement, exceeds 85% of the average daily flow or peak daily flow from Section 3.2, Lannon shall provide written notification of that fact to that utilizing Contract Community.

When the Capacity Allocation utilized by any Contract Community, as determined under Section 3.5 of this Agreement, exceeds 95% of the average daily flow or peak daily flow from Section 3.2, Lannon shall again provide written notification of that fact to that utilizing Contract Community.

If for any reason any Contract Community member exceeds its originally allowed Capacity Allocation, plus or minus any reallocation, that exceeding Contract Community shall immediately undertake efforts to eliminate excess use. If the excess utilization is not eliminated within 90 days after notification by Lannon, Lannon may enforce the Capacity Allocation limits as determined in Section 3.2 by any lawful means, and the exceeding Contract Community agrees to cease approving any new connections to the interceptor sewer system within its jurisdiction.

Lannon agrees to enforce capacity limitations on all Contract Communities utilizing the Lannon Interceptor sewer according to the capacity allocations listed in Exhibit B as may be adjusted due to capacity reallocations.

3.5 Flow Measurement

- a. The actual flow of wastewater from each Contract Community shall be measured at a wastewater metering station(s) which shall be installed to accurately measure the total volume of wastewater collected within and from each Contract Community. Each Contract Community shall transmit the flow information to Lannon from its respective metering station. The metering station(s) shall be located so that all wastewater conveyed from each Contract Community to the Lannon interceptor shall be metered. Lannon shall maintain and replace, when necessary, the flow meter and telemetry equipment. All costs for operation, maintenance, and replacement of the metering station and communication lines shall be each respective Contract Community's responsibility. Where it is demonstrated to the reasonable satisfaction of Lannon and the Contract Communities that a meter is not practical, calculated flows may be used for individual Lot(s).
- b. The meters shall be calibrated every six months by Lannon with the cost of calibration and adjustment being paid by the respective Contract Community. One entity shall be used to do all meter calibrations. Each Contract Community shall be notified of scheduled site calibrations a minimum of five (5) days prior to such calibration.
- c. Flow meter locations are depicted on the Lannon Interceptor Schematic, Exhibit C.

IV. SEWER SERVICE AND CHARGES

4.1 Sewer Connections

- a. In the event that a Contract Community seeks to obtain any type of approval or review of a sewer extension or design plans to connect a new subdivision or land development that may increase flow to be conveyed through the Interceptor, no review shall occur until the requesting Contract Community submits all data, calculations, drawings and information requested by the Lannon Village Engineer. Lannon Village Engineer will review the submitted data to determine there is available capacity and will review the details of the direct connection.
- b. The Contract Community shall furnish to Lannon as-built drawings and system maps of the Contract Community's connection to the interceptor within 180 days of the connection.
- c. Each Contract Community shall establish procedures for the inspection and approval by a licensed plumbing inspector of all installations of building connection laterals. Such laterals shall be installed according to Wisconsin State plumbing codes and general specifications approved by Lannon. All building connection laterals shall be installed by a plumber licensed by the State of Wisconsin. Each Contract Community shall forward to Lannon copies of the installation permits which it has issued during the preceding

month by the tenth day of every month. Lannon may conduct spot inspections to determine compliance with Lannon requirements.

- d. Each Contract Community shall provide Lannon with a compliance report certified by each Contract Community's plumbing inspector, that all indicated connections were inspected and made according to all applicable state and local regulations, on a monthly basis.
- e. The abandonment of private septic system within the Lannon sewer interceptor service area in the Contract Communities shall be done by a licensed septic plumber and licensed plumber according to all applicable legal requirements. The Contract Community shall not permit septic waste from unconnected properties or from properties involved in the process of septic system abandonment to be deposited in the Lannon interceptor system. Septic and holding tank wastes shall be trucked to the Sussex Regional WTF, or another authorized disposal site, for disposal.

4.2 Right of Inspection

The Contract Communities agree that Lannon shall have the right to inspect, with the cooperation of a respective Contract Community, all plumbing systems within the Lannon interceptor sewer service area. Upon the request of Lannon, a Contract Community shall apply for and obtain a Special Inspection Warrant pursuant to Wis. Stat. §66.0119 to permit inspection if consent is not given by a property owner. If, from any such inspection, it is determined by Lannon that any deleterious waste is entering the sewerage system, the user and the respective Contract Community will be notified in writing and will be required to exercise their best efforts to cease and desist immediately. In the event a Contract Community and/or the user fails to take corrective action, Lannon, or the Contract Community at Lannon's direction, shall pursue any and all legal remedies available to achieve compliance.

4.3 Clearwater Enforcement

It shall be incumbent upon each party to this Agreement to take the necessary steps to effect a high degree of separation and elimination of clearwater entering their systems, either through inflow or infiltration to avoid premature utilization of wastewater treatment facility capacity.

4.4 Operation and Maintenance Charges

- a. Lannon, in consultations with the contract communities, shall be responsible for the operation and maintenance of the Lannon interceptor sewer. Operation and maintenance shall include but is not limited to costs/expenses incurred by Lannon for professional services for planning, reviewing requests from the Contract Communities, including field site visits, upgrading agreements and annual recordkeeping and updating as well as participating in any allocation adjustments pertaining to any Contract Community.

- b. Except for allocation adjustments, which shall be billed solely to the Contract Communities engaged in such adjustments, annual costs for operation, maintenance, and replacement shall be prorated with respect to each Contract Community on the basis of each's total flow contributed to the interceptor system, as determined by Exhibits D and E, as compared to that of all the Contract Communities. Flow measurements shall be per Section 3.5.
- c. Copies of the annual cost report and computations shall be made available to all the Contract Communities.

4.5 Billing Procedures

Lannon is providing wastewater conveyance service to the Contract Communities and each Contract Community shall be liable for payment of all charges invoiced to it. Lannon shall bill each Contract Community quarterly and shall be paid in full within 30 days after the date of billing, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to a late payment charge of 1-1/2% per month. Before any Contract Community can contest any charge or billing, the charge or billing shall first be paid in full.

V. FUTURE COST SHARING

5.1 Future Cost Sharing

The Lannon interceptor sewer system is a regional facility and is composed of gravity sewer designed to convey the ultimate wastewater flows from the service area, and pump station/force main designed to convey the "20 year" wastewater flows listed in Section 3.2 above. Upgrading and replacing the pump station/force main may be required in the future as necessitated by use, growth, or maintaining compliance with DNR or EPA regulations. Upgrades or revisions mandated by regulatory agencies shall be shared by all Contract Communities in accordance with each respective share of cost breakdowns and percentages in Exhibit's E and F.

In the event Lannon undertakes to increase capacity of the interceptor sewer for reasons other than DNR or EPA regulations, no Contract Community shall participate in any capital cost sharing unless such Contract Community requests and Lannon agrees to provide additional conveyance capacity for that Contract Community. In such case, Lannon will negotiate with and recalculate each requesting Contract Community's percentage share controlling the capital cost share.

VI. ADMINISTRATION OF AGREEMENT

6.1 Technical Advisory Committee

As a vehicle for dealing with the technical and financial details of this Agreement and similar agreements, a Technical Advisory Committee (TAC) shall be maintained. This committee shall be composed of a single representative from Lannon and each Contract Community who shall inform and make

recommendations to the respective governing body of the member community. The TAC shall be informed of, and shall review, technical updates on the interceptor sewer system and operation, and ordinance changes on a regular basis. The TAC shall convene at least annually to review the previous year's operation results of the interceptor sewer system, the previous year's operation and maintenance costs, and charges.

6.2 Books and Records

Each Contract Community shall keep accurate books, records, and accounts of costs, expenses, expenditures, and receipts as they pertain to this Agreement. Upon reasonable notice, any Contract Community shall be entitled to examine any such books and records of any of or all other Contract Communities. Any Contract Community may request an annual certified audit report for the books and records of the other party.

6.3 Disputes

- a. Discussion Before Dispute Resolution. At least sixty (60) days before initiating dispute resolution to enforce this Agreement, a Contract Community contemplating such dispute resolution shall so notify in writing to the opposing Contract Community and request a meeting to discuss and resolve the matter in contention. Prior to initiating any dispute resolution, all outstanding charges due and owing shall be satisfied. The Contract Community receiving such notification shall make itself available at reasonable times and places for such discussions and attempted resolution. The Contract Communities represent that they will each make a good faith effort to resolve any disputes that may arise between them.
- b. Arbitration. Arbitration shall be the dispute resolution mechanism for any unresolved dispute arising out of, resulting from or relating to the contractual elements of this Agreement. Arbitration shall be the sole remedy unless both parties stipulate in writing to seek court relief. The arbitration process shall be determined by a three (3) person arbitration panel. Each party shall select one qualified arbitrator to serve on the panel. The two selected arbitrators shall select the third and final arbitrator. Within fifteen days after selection of the arbitrators, the arbitration proceedings shall commence; provided however the parties may mutually agree to an extension.

The written award of the arbitration panel shall require a minimum of two votes and the award shall be limited to the interpretation of this Agreement. The party that does not prevail in the arbitration shall pay the cost of the arbitration including the fees of the arbitrators. Each of the parties involved in arbitration will pay their respective own professional's fees, expert witness fees and out of pocket expenses.

- c. Public Service Commission. Instead of using Arbitration as provided in section 6.3 b. above, the parties hereto agree to use and to be bound by the provisions of Section 66.0821(5), Wisconsin Statutes, including judicial

review as provided under Wis. Stat. § 66.0821(5)(b) in the resolution of any dispute concerning the interpretation of rates, rules and practices of the parties.

6.4 Liquidated Damages and Remedies

- a. Lannon and each Contract Community agree that in the event any Contract Community member or Lannon discharges any wastewater into the Lannon Interceptor system that inhibits, damages or causes consequential damages in other respects to the Interceptor sewer system, Lannon, or the other Contract Community members collectively, may impose liquidated damages up to the amount levied by DNR or EPA but not to exceed \$10,000 per violation, which shall include enforcement costs, but not including respective attorney fees and including any penalties levied by the DNR and EPA against Lannon or the respective Contract Community. Each day the condition is allowed to exist shall constitute a separate and new violation. The assessed Contract Community shall have the option to seek reimbursement from its offending sewer customer(s).

6.5 Accounting Methods

To the extent any provision of this Agreement requires calculations involving accounting principles, those generally accepted accounting principles and practices utilized in maintenance of municipal and utility records, as determined by a certified public accounting firm practicing in Southeastern Wisconsin shall be utilized.

6.6 Notices

All notices required or permitted by this Agreement shall be deemed given if made in writing and deposited in the United States mail, addressed as follows:

Village of Lannon, Clerk
20399 W. Main Street
Lannon, WI 53046

Village of Sussex, Clerk
N64 W23760 Main Street
Sussex, WI 53089

Town of Lisbon Clerk
Lisbon Sanitary District #1
N88 W16624 Appleton Ave. Stop 8
Menomonee Falls, WI 53051

Town of Lisbon, Clerk
W234 N8676 Woodside Road
Lisbon, WI 53089

Village of Menomonee Falls, Clerk
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051

VII. MISCELLANEOUS

7.1 Entire Agreement

This Agreement contains the entire agreement of the parties, and may not be modified unless such a modification is in writing, approved by the governing body of each party, and duly executed by the authorized representative.

7.2. Previous Agreement

To the extent the parties have previously agreed upon any matter which is the subject of this Agreement, this Agreement shall supersede all previous agreements between the parties as to that issue or issues.

7.3 Effective Date

The effective date of this Agreement shall be the latest date upon which it is executed by the parties.

7.4 Term of Contract

This Agreement shall be in effect through 2021 without any right of termination. It shall automatically renew on a three (3) year rolling contract basis. Thereafter a Contract Community may terminate its participation under this Agreement by giving written notice to all the other Contract Communities of the intent to terminate with not less than two (2) years prior to the end of the then current three (3) year term. Specific terms of this Agreement shall be renegotiated in the event of an occurrence beyond the control of Lannon, or caused by a governmental agency, and not covered by this Agreement.

7.5 Effect of Contract

Lannon and the Contract Communities recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future Agreement between Lannon and other entities.

7.6 Severability

If any clause, provision, or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement.

7.7 Binding Agreement

This Agreement is binding upon the parties hereto and their respective successors and assigns.

VILLAGE OF LANNON

By:

Dave Nagler, President

Date:

Attest:

Brenda Klemmer, Clerk/Treasurer

VILLAGE OF SUSSEX

By:

Gregory Goetz, President

Date:

Attest:

Susan Freiheit, Clerk

TOWN OF LISBON

By:

Joseph Osterman, Chairman

Date:

Attest:

Matthew Janecke,
Administrator/Clerk

LISBON SANITARY DISTRICT #1

By:

Dennis Golner, Chairman

Date:

Attest:

Gerald Masche, Administrator/Clerk

VILLAGE OF MENOMONEE FALLS

By:

Joseph Helm, President

Date:

Attest:

Janice Moyer, Clerk

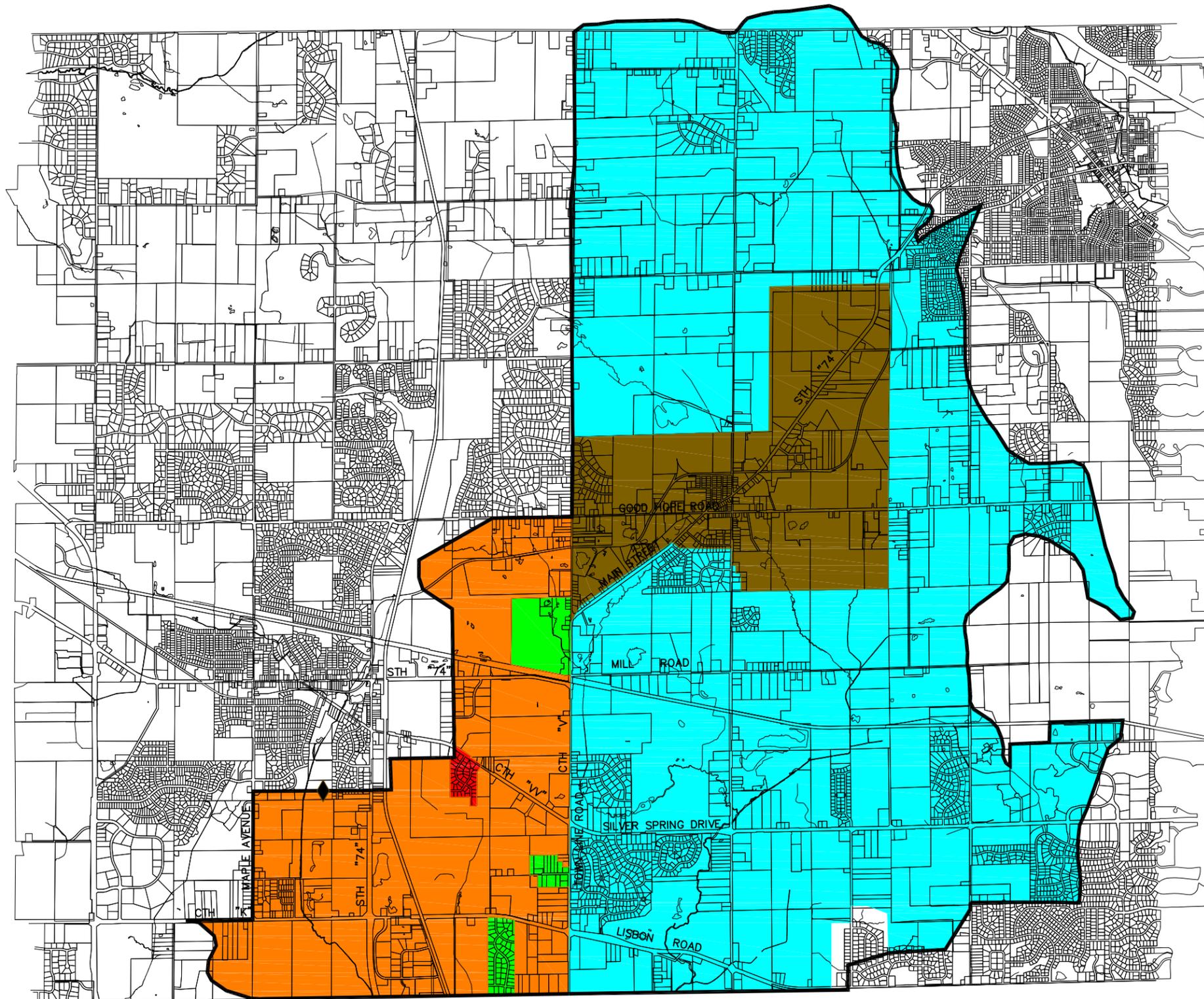


EXHIBIT A
CONTRIBUTING COMMUNITIES
ULTIMATE INTERCEPTOR SEWER SERVICE AREAS

LEGEND

-  INTERCEPTOR SEWER SERVICE AREA BOUNDARY
-  VILLAGE OF LANNON
-  VILLAGE OF SUSSEX
-  TOWN OF LISBON
-  LISBON SANITARY DISTRICT # 1
-  VILLAGE OF MEMONONEE FALLS
-  SUSSEX REGIONAL WATER POLLUTION CONTROL CENTER



DATE: APRIL 1, 2016

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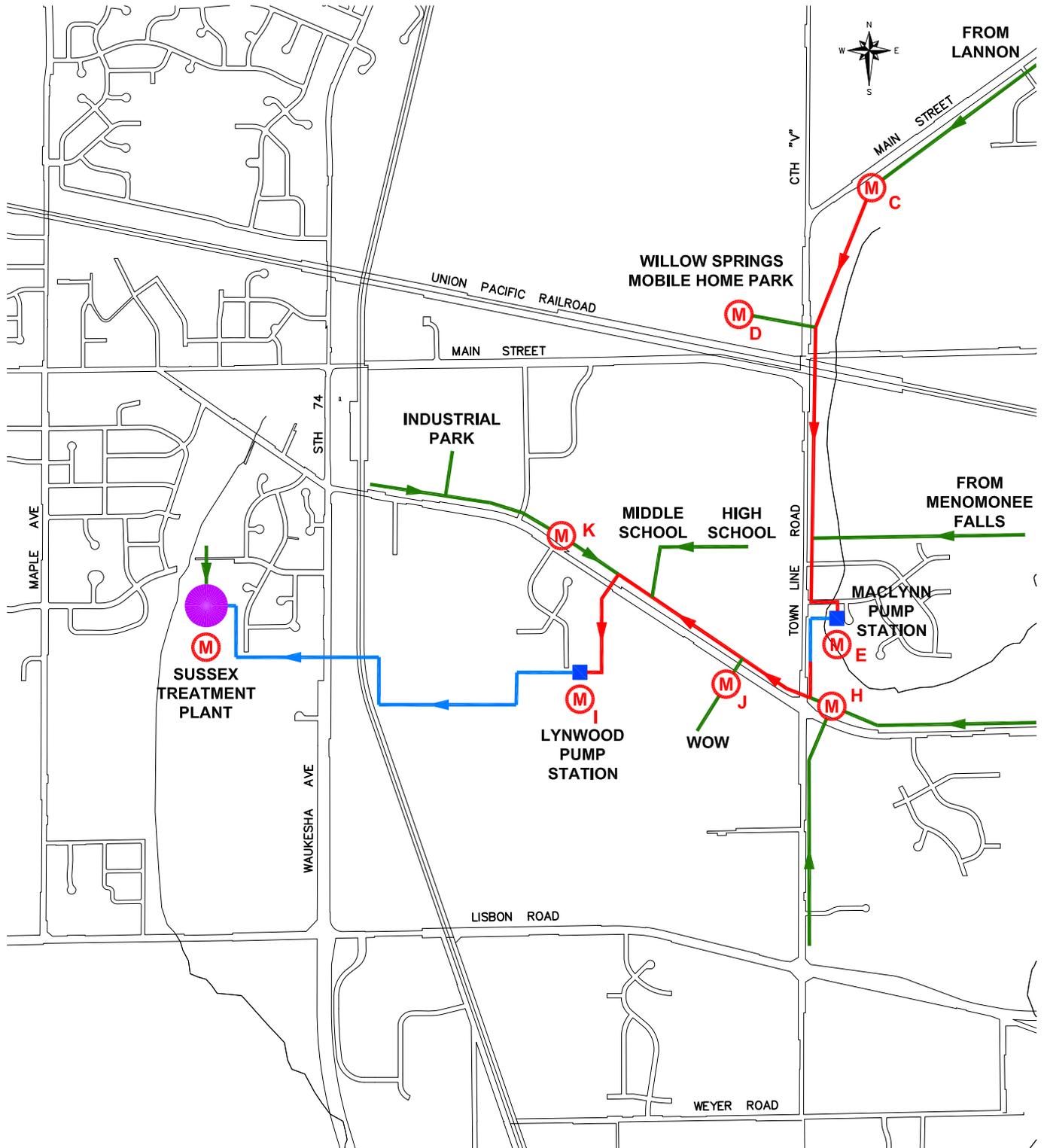
SOURCE:
BASEMAP SOURCE:



**Exhibit B
Lannon Interceptor Capacity Allocations**

20 Year Capacity Allocation (1995 - 2015)			Ultimate Capacity Allocation		Reallocation No. 1 Ultimate		Reallocation No. 2 Ultimate	
Community	Average Daily Flow (Gallons)	Peak Daily Flow (Gallons)						
Lannon	300,000	1,200,000	780,000	3,120,000				
Sussex	465,000	1,860,000	801,000	3,204,000				
Town of Lisbon	0	0	0	0				
Lisbon SD #1	51,000	255,000	51,000	255,000				
Menomonee Falls	550,000	2,200,000	5,280,000	13,200,000				
	1,366,000	5,515,000	6,912,000	19,779,000				

EXHIBIT C LANNON INTERCEPTOR SCHEMATIC GRAVITY SEWER, FORCE MAIN, PUMP STATIONS & METERING STATIONS



LEGEND

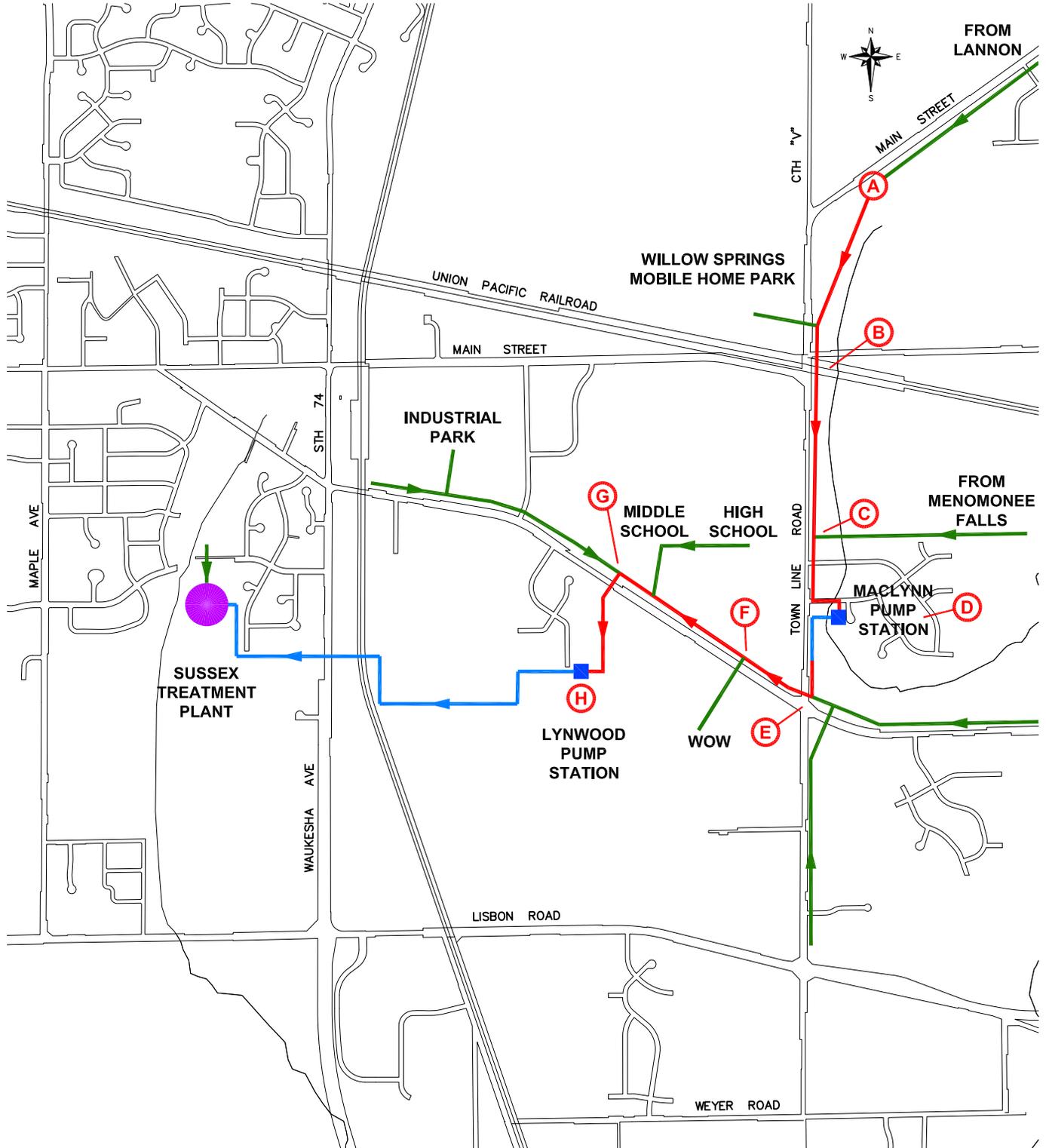
- GRAVITY/INTERCEPTOR SEWER
- GRAVITY SEWER
- FORCE MAIN
- (M)_x FLOW METER WITH LETTER IDENTIFIER
- PUMP STATION
- TREATMENT PLANT

**Exhibit D
Village of Lannon Intermunicipal Agreement
Maintenance Cost Shares**

Item No.	Start*	End*	Item	Quantity	Unit	Size	Expenses	MGD Capacity (000)	Lannon			Menomonee Falls			Lisbon			Sussex			Lisbon Sanitary District #1		
									Actual Flow (000)	Percentage Actual Flow	Cost Share	Actual Flow (000)	Percentage Actual Flow	Cost Share	Actual Flow (000)	Percentage Actual Flow	Cost Share	Actual Flow (000)	Percentage Actual Flow	Cost Share	Actual Flow (000)	Percentage Actual Flow	Cost Share
1	Point A Start	Point B UP Railroad	Pipe (G) Manhole LS mm	4970.54 18 0 1	LF each each each	24	\$0.00 \$0.00 \$0.00 \$218.00	38504.57	35325.29	91.74%		3179.2761	8.26%		0	0		0	0.00%		0	0.00%	
Subtotal							\$218.00							\$ 18.00			\$0.00			\$0.00			\$0.00
2	Point B Up Railroad	Point C Silver Meadows Dr.	Pipe (G) Manhole LS mm	2991.74 9 0 1	LF each each each	24	\$0.00 \$0.00 \$0.00 \$218.00	57282.57	35325.29	61.67%		5369.2761	9.37%		0	0		0	0.00%		16588	28.96%	
Subtotal							\$218.00							\$ 20.43			\$0.00			\$0.00			\$63.13
3	Point C Silver Meadows Dr.	Point D Mclynn	Pipe (G) Manhole LS mm	1220.07 5 1 1	LF each each each	27	\$0.00 \$0.00 \$19,028.00 \$218.00	57282.57	35325.29	61.67%		5369.2761	9.37%		0	0		0	0.00%		16588	28.96%	
Subtotal							\$19,246.00							\$ 1,803.99			\$0.00			\$0.00			\$5,573.30
4	Point D Mclynn	Point E Silver Spring	Pipe (G) Pipe (Pres) Manhole LS mm	912.93 1247.6 4 0 1	LF LF each each each	27 12	\$0.00 \$0.00 \$0.00 \$0.00 \$218.00	59472.57	35325.29	59.40%		7559.2761	12.71%		0	0		0	0.00%		16588	27.89%	
Subtotal							\$218.00							\$ 27.71			\$0.00			\$0.00			\$60.80
5	Point E Silver Spring	Point F Miller Way	Pipe (G) Manhole LS mm	1338.62 4 0 1	LF each each each	42	\$0.00 \$0.00 \$0.00 \$218.00	99351.57	35325.29	35.56%		47438.2761	47.75%		0	0		0	0.00%		16588	16.70%	
Subtotal							\$218.00							\$ 104.09			\$0.00			\$0.00			\$36.40
6	Point F Miller Way	Point G The Easement	Pipe (G) Manhole LS mm	1675.66 5 0 1	LF each each each	42	\$0.00 \$0.00 \$0.00 \$218.00	104555.6	35325.29	33.79%		47438.2761	45.37%		0	0		5204	4.98%		16588	15.87%	
Subtotal							\$218.00							\$ 98.91			\$0.00			\$10.85			\$34.59
7	Point G Easement	Point H Lynwood	Pipe (G) Manhole LS mm	1412.72 5 0 1	LF each each each	42	\$0.00 \$0.00 \$0.00 \$218.00	177136.6	35325.29	19.94%		47438.2761	26.78%		0	0		77785	43.91%		16588	9.36%	
Subtotal							\$218.00							\$ 58.38			\$0.00			\$95.73			\$20.41
8	Point H Lynwood	WTF WTF	Pipe (Pres) Manhole LS mm	8440 0 1 1	LF each each each	16	\$0.00 \$0.00 \$38,083.00 \$218.00	177136.6	35325.29	19.94%		47438.2761	26.78%		0	0		77785	43.91%		16588	9.36%	
Subtotal							\$38,301.00							\$ 10,257.25			\$0.00			\$16,818.91			\$3,586.71
TOTALS							\$58,855.00							\$ 12,388.76			\$0.00			\$16,925.49			\$9,375.33

*See Exhibit E for Map

EXHIBIT E LANNON INTERCEPTOR SCHEMATIC CAPITAL AND MAINTENANCE COST AREAS



LEGEND

- GRAVITY/INTERCEPTOR SEWER
- GRAVITY SEWER
- FORCE MAIN
- A AREA LETTER IDENTIFIER
- PUMP STATION
- TREATMENT PLANT

Apr 01, 2016 2:42pm PLOTTED BY: dklemm SAVED BY: dklemm
 G:\CSD\4492001\dwg\Sussex-Lannon Sanitary Schematic-COSTS- 44-92001-405.dwg LAYOUT
 IMAGES:
 XREFS:

**Exhibit F
Village of Lannon Intermunicipal Agreement
Capital Cost Shares**

Item No.	Start*	End*	Item	Quantity	Unit	Size	MGD Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Lannon		Menomonee Falls		Lisbon		Sussex		Lisbon Sanitary District #1	
1	Point A Start	Point B UP Railroad	Pipe (G) Manhole LS mm	4970.54 18 0 1	LF each each each	24	0.863	0.78	90.38%	0.083	9.62%	0	0.00%	0	0.00%	0	0.00%
2	Point B UP Railroad	Point C Silver Meadows Dr.	Pipe (G) Manhole LS mm	2991.74 9 0 1	LF each each each	24	1.049	0.78	74.36%	0.092	8.77%	0	0.00%	0.147	14.01%	0.03	2.86%
3	Point C Silver Meadows Dr.	Point D Mclynn	Pipe (G) Manhole LS mm	1220.07 5 1 1	LF each each each	27	1.218	0.78	64.04%	0.191	15.68%	0	0.00%	0.217	17.82%	0.03	2.46%
4	Point D Mclynn	Point E Silver Spring	Pipe (G) Pipe (Pres) Manhole LS mm	912.93 1247.6 4 0 1	LF LF each each each	27 12	1.353	0.78	57.65%	0.326	24.09%	0	0.00%	0.217	16.04%	0.03	2.22%
5	Point E Silver Spring	Point F Miller Way	Pipe (G) Manhole LS mm	1338.62 4 0 1	LF each each each	42	6.412	0.78	12.16%	5.28	82.35%	0	0.00%	0.301	4.69%	0.051	0.80%
6	Point F Miller Way	Point G The Easement	Pipe (G) Manhole LS mm	1675.66 5 0 1	LF each each each	42	6.469	0.78	12.06%	5.28	81.62%	0	0.00%	0.358	5.53%	0.051	0.79%
7	Point G Easement	Point H Lynwood	Pipe (G) Manhole LS mm	1412.72 5 0 1	LF each each each	42	6.718	0.78	11.61%	5.28	78.59%	0	0.00%	0.607	9.04%	0.051	0.76%
8	Point H Lynwood	Plant Plant	Pipe (Pres) Manhole LS mm	8440 0 1 1	LF each each each	16	6.912	0.78	11.28%	5.28	76.39%	0	0.00%	0.788	11.40%	0.064	0.93%

*See Exhibit E for Map

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

RESOLUTION NO. 16-_____

A RESOLUTION TO RENAME PROSPECT DRIVE CONNECTED TO MAIN STREET

WHEREAS: The Village had originally named a roadway connected to Main Street as Prospect Drive because it was scheduled to extend through an undeveloped property and connect with Prospect Drive that connects with STH 164; and

WHEREAS: The State of Wisconsin and Waukesha County have determined that no such connection will be allowed due to the traffic patterns in the area; and

WHEREAS: Since the roadway will no longer connect through and no addresses have yet been established on the roadway in question it is appropriate for the Village Board to rename the street; and

WHEREAS: The site plan approved for the site will result in the establishment of a cul-de-sac of this roadway; and

WHEREAS: The Village Board after great consideration has a recommendation for a new name for this street that is fitting for the history and significance of contribution to the Village.

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

SECTION 1. Prospect Drive that was connected to Main Street, shown on exhibit A, shall be renamed _____ Court, and the Official Traffic Map of the Village shall be updated by the Village Engineer and Village Clerk for the same, and the CSM that is filed for the extension of said roadway and development on the parcel to the south shall also thereby establish and record the name of the street as _____ Court.

Adopted this _____ day of _____, 20_____.

VILLAGE OF SUSSEX

Gregory L. Goetz, Village President

ATTEST:

Susan M. Freiheit, Village Clerk

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

RESOLUTION NO. 16-_____

A RESOLUTION TO NAME CASEN GRIFFITH AS CLERK-TREASURER

- WHEREAS: The Village’s Clerk-Treasurer Sue Freiheit is retiring after 39 years of service on May 6, 2016; and
- WHEREAS: The Village Board has authorized the creation of the Administrative Services Director position and directed the Administrator to fill the position; and
- WHEREAS: One duty and responsibility of the position was to be that of the Village Clerk-Treasurer; and
- WHEREAS: The Village Administrator has filled said position with Casen “Casey” Griffith; and
- WHEREAS: The Village President appoints, and the Village Board confirms the Clerk-Treasurer Official under State Law and Village Ordinance 1.22; and
- WHEREAS: The Village Board wishes to have a smooth transition between staff and key officials.

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

SECTION 1. That the Village President has recommended appointment of Casen “Casey” Griffith as the Clerk-Treasurer of the Village of Sussex, and the Village Board has confirmed said appointment with the effective date of said appointment to be May 6, 2016 in conjunction with the retirement of current Clerk-Treasurer Sue Freiheit, and that the Administrator and Village Clerk complete all the necessary paperwork and bonding to complete said appointment for the same.

Adopted this ____ day of _____, 20_____.

VILLAGE OF SUSSEX

Gregory L. Goetz, Village President

ATTEST:

Susan M. Freiheit, Village Clerk