



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

**PUBLIC WORKS COMMITTEE  
VILLAGE OF SUSSEX  
6:00 P.M. TUESDAY, APRIL 5, 2022  
SUSSEX CIVIC CENTER- VILLAGE BOARD ROOM 2<sup>nd</sup> FLOOR  
N64W23760 MAIN STREET**

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

1. Roll call.
2. Consideration and possible action on minutes of the March 1, 2022 Public Works meeting.
3. Comments from Citizens
4. Consideration and possible action on bills for payment.
5. Consideration and possible action on Utility Items:
  - A. Letter of Agreement between Lannon Stone and the Village of Sussex
  - B. Northeast Interceptor Bids
6. Consideration and possible action on Sidewalk and Street Items:
  - A. Flashing Pedestrian Signs
  - B. The Introduction of Resolution No 22-07 A Resolution of the Village Board of the Village of Sussex to Vacate and Discontinue a portion of Business Drive
  - C. Resolution No. 22-08 A Resolution closing Village Streets for various Village Special Events.
7. Consideration and possible action on Other Public Works Items:
8. Staff report, update and issues, and possible action regarding subdivision, developments, and projects:
  - A. Engineer's Report
  - B. Developer's Agreement for Redford Hills Subdivision
9. Other discussions for future agenda topics
10. Adjournment.

Scott Adkins  
Chairperson

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Jeremy Smith  
Village Administrator

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

**DISCLAIMER- THE FOLLOWING ARE DRAFT MINUTES FROM  
THE PUBLIC WORKS COMMITTEE AND ARE  
SUBJECT TO CHANGE UPON APPROVAL**

**VILLAGE OF SUSSEX  
SUSSEX, WISCONSIN**

**Minutes of the Public Works Committee of  
March 1, 2022**

**1. Roll Call:**

The meeting was called to order by Chairman Adkins at 6:00 p.m.

Members present: Trustee Scott Adkins, Trustee Lee Uecker, Trustee Benjamin Jarvis, and President LeDonne.

Also present: Village Administrator Jeremy Smith, Assistant Village Administrator Kelsey McElroy-Anderson, Village Engineer/Public Works Director Judith Neu, and members of the Public.

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

**2. Consideration and possible action on minutes:**

A motion by Jarvis, seconded by LeDonne to approve the February 1, 2022 meeting minutes as presented.

Motion carried 4-0

**3. Comments from Citizens:**

There was no one present who wished to be heard.

**4. Consideration and possible action on bills for payment:**

A motion by Uecker, seconded by Jarvis to recommend to the Village Board approval of bills for payment in the amount of \$4,621.40.

Motion carried 4-0

**5. Consideration and possible action on Utility Items:**

**A. Water Model Update Contract Award**

A motion by LeDonne, seconded by Jarvis to recommend to Village Board to award the water model contract to Ruekert | Mielke in the amount of \$32,700.

President LeDonne asked if the Village solicited proposals. Staff responded that this model needs to

Motion carried 4-0

**6. Consideration and possible action on Sidewalk and Street Items:**

**A. 2023 Road Program Design and Video Inspection Award**

A motion by Adkins, seconded by Jarvis to award the design services contract to Graef-USA and the video inspection services contract to Green Bay Pipe & TV for a total project cost, including the contingency, of \$140,142.75.

Discussion followed about the cost difference between the design proposals.

Motion carried 4-0

**B. Update on the Proposed Road Diet for Flintlock Court and Maize Court as part of the 2023 Road Program**

A motion by Jarvis, seconded by Adkins to abandon the proposed road diet program for Flintlock Court and Maize Court as part of the 2023 Road Program.

Trustee Adkins reported that he talked to two other residents on Maize Court who were opposed to the project. Discussion followed about maintenance concerns of adding a median and the proposed savings of the road diet.

Motion carried 4-0

**7. Consideration and possible action on Other Public Works Items:**

None.

**8. Staff Reports, update and issues, and possible action regarding subdivision, developments, and projects:**

**A. Engineer's Report**

Mrs. Neu summarized the Engineer's Report included in the meeting packet.

**9. Other discussion for future agenda topics**

The committee would like the cost of alternates such as bulk item collection and weekly recycling when they review garbage/recycling contract proposals.

**10. Adjournment**

A motion by Adkins, seconded by Uecker to adjourn the meeting at 7:06 p.m.

Motion carried 4-0

Respectfully submitted,

Kelsey McElroy-Anderson  
Assistant Village Administrator

DRAFT

VILLAGE OF SUSSEX  
PUBLIC WORKS COMMITTEE  
BILLS FOR PAYMENT

04/05/222

VENDOR	AMOUNT		%COMPLETED	NOTES
R. A. SMITH	\$ 247.50	WOODLAND TRAILS - PHASE 2 - PROF. SERV. FEB. 2022	ONGOING	BILL TO DEVELOPER - NEUMANN
RUEKERT & MIELKE, INC.	\$ 3,214.00	SUSSEX PRESERVE PHASE 2 & 3 - PROF. SERV. 1/1-1/28/2022 GIS SERVICES - PROF. SERV. 1/1-1/28/2022	100%	BILL TO DEVELOPER - SAWALL \$3055.00 VOS \$159.00
THE SIGMA GROUP, INC.	\$ 200.00	SUSSEX PRESERVE 3: PROF. SERV. THROUGH FEBRUARY 28, 2022	ONGOING	BILL TO DEVELOPER - SAWALL
TOTAL	\$ 3,661.50			



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## MEMORANDUM

To: Village Board  
From: Jeremy Smith, Village Administrator  
Re: Lannon Stone Agreement  
Date: 3/23/2022

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Please find the Lannon Stone Agreement enclosed. The Village Board heard the concerns of future residents and some current residents about outstanding special assessment amounts and directed staff to work on ways to alleviate the concerns. Meanwhile Lannon Stone approached the Village and Town of Lisbon about water service to serve various areas around the Quarry. The Town and Village negotiated terms for this water service extension to three areas out of the six that Lannon Stone/Town of Lisbon wanted. The other 3 areas were not currently feasible for the Village to serve due to their distance from the rest of the Village system.

Lannon Stone agreed after being approached by the Village to donate \$1.4 million as a percentage of rock tonnage quarried to pay off the special assessments outstanding and/or anticipated by completion of their associated project as of the date of the agreement. These funds will go back into the Sewer and or Water Utility and pay off the special assessments to the benefit of those properties listed on the exhibit. Many of these assessments are decades old and the settlement of those assessments will provide important cash input to the utilities as they impacted from the effects of growth of the system. At the conclusion of the \$1.4 million in payments it is anticipated there will be zero outstanding water and sewer assessments. Future assessments for extension of sewer and water to other properties is likely, but will mostly impact properties set for development activity.

The Agreement does not go into effect until the 66.0307 Agreement is approved that sets forth for the water provision. The Village is incredibly fortunate to have a community partner in Lannon Stone to receive a donation such as this to help these residents and future residents.

Letter of Agreement between  
Village of Sussex  
and  
Lannon Stone Products, Inc.

December 20, 2021

RE: Village of Sussex Quarry Fund

We, the Village Board of the VILLAGE OF SUSSEX (hereinafter "Sussex") and LANNON STONE PRODUCTS, INC. (hereinafter "LSP"), hereby agree as follows:

- (1) A municipal water service fund, known as the "Village of Sussex Quarry Fund" (the "Fund") will be created from quarterly contributions made by LSP to Sussex on each January 15, April 15, July 15, and October 15 during the term of this Letter Agreement until the Termination Date (as defined below).
- (2) The quarterly Fund contributions will be calculated using a tonnage report to be provided by LSP detailing the total tons of material sold at the Sussex and West quarries (as depicted on Exhibit A attached hereto) during the applicable quarter. LSP's contributions to the Fund will be at a rate of 3.5 cents per ton of material sold in the preceding quarter. It is estimated that an average year is around 3 million tons of material sold.
- (3) Beginning on the first anniversary of the Effective Date (as defined below) and continuing on each anniversary of the Effective Date during the term of this Letter Agreement, LSP's contributions shall be increased by the percentage increase, if any, in LSP's sale price for the material. By way of example only, if LSP's sale price increases 4% over the prior 12 months as of the anniversary of the Effective Date, then LSP's price per ton of material sold shall also increase by 4% (i.e., 3.5 cents x 4% = 0.14) for a revised total price per ton of material sold equal to 3.64 cents.
- (4) LSP's obligation to make contributions to the Fund from the total tons of material sold at the Sussex and West quarries shall terminate on the date in which a total of one million and four hundred thousand (\$1,400,000.00) dollars has been Contributed by LSP to the Fund (the "Termination Date").
- (5) The Fund shall be held and managed by Sussex.
- (6) The monies in the Fund shall be used to offset deferred, owed, or proposed water and sewer special assessments for the properties as set forth on the attached Exhibit B.

- (7) In consideration for the monies contributed to the Fund by LSP, Sussex shall provide water to the Town of Lisbon (hereinafter "Lisbon") in areas 1, 2 and 3 set forth on the attached Exhibit A (and shall not provide water to Lisbon in areas 4, 5, 6 or 7), per the Agreement for the Provision of Water Service, which is Exhibit M of 66.0307 Agreement between Sussex and Lisbon. No costs associated with providing water to Lisbon shall be borne by Sussex.
- (8) This Letter Agreement shall be effective upon Sussex and Lisbon receiving State approval of the 66.0307 agreement (the "Effective Date").
- (9) No changes to this Letter Agreement can be made without the written approval of Sussex and LSP, but such changes do not require an amendment of the 66.0307 agreement.

LANNON STONE PRODUCTS, INC.





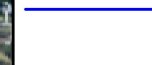


VILLAGE OF SUSSEX, WI

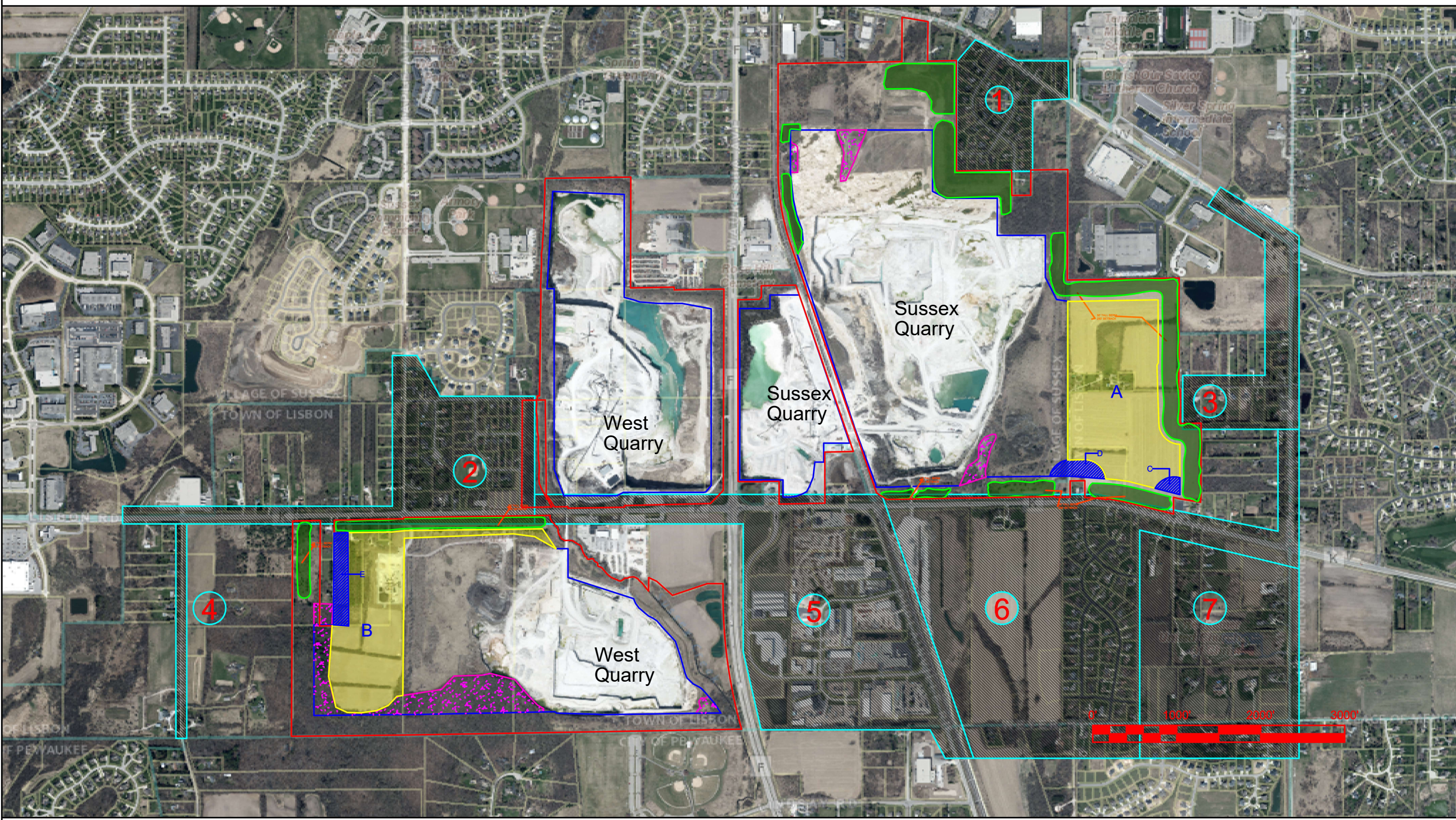
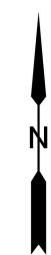
By: \_\_\_\_\_  
Hans Dawson  
its Authorized Representative

By: \_\_\_\_\_  
Anthony LeDonne  
Village President



# LEGEND

-  Sightline Berm
-  Existing Environmental Protection
-  Blasting Limit
-  Property Line
-  Additional Properties
  - A 38,357,884 ton
  - B 28,094,278 ton
-  Additional Properties
  - C 688,394 ton
  - D 1,835,919 ton
  - E 3,121,099 ton
-  1 Water Service Areas



**EXHIBIT B****Properties In Which Special Assessments will be paid**

LSBT0198.995	LSBT0224.999.003	SUXV0201.999.003
LSBT0198.998	LSBT0229.993	SUXV0204.999.099
LSBT0199.991	LSBT0229.995	SUXV0231.982
LSBT0199.992	LSBT0229.996	SUXV0232.998
LSBT0199.993	LSBT0229.996.001	SUXV0232.999.004
LSBT0199.994	LSBT0229.997	SUXV0233.994
LSBT0199.995	LSBT0229.998	SUXV0233.995
LSBT0199.996	LSBT0229.998.001	SUXV0236.989
LSBT0199.997	LSBT0229.998.002	SUXV0245.916
LSBT0201.999.002	LSBT0242.989	SUXV0247.996
LSBT0203.999.002	LSBT0242.990	SUXV0250.995
LSBT0203.999.003	LSBT0242.992	SUXV0256993
LSBT0204.993	LSBT0242.993	SUXV0256993001
LSBT0204.996	LSBT0248.980	SUXV0282.980
LSBT0204.997	LSBT0248.981	SUXV0282.992
LSBT0204.998.002	LSBT0248.983	SUXV0282.993.001
LSBT0204.998.003	LSBT0250.997	
LSBT0204.998.004	LSBT0250.998	
LSBT0204.998.005	LSBT0250.999	
LSBT0204.999.002	LSBT 251.991	
LSBT0204.999.003	LSBT 251.993	



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## MEMORANDUM

To: Public Works Committee  
From: Dennis Wolf, Assistant Public Works Director Operations  
Date: 3/30/2022  
**Re: NE Sewer Interceptor Project**

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The North East sanitary sewer interceptor mostly consists of 21 inch and 24 inch concrete pipe and was installed in the early 1990's. It runs south along the Village's Yard Waste Site, Good Hope Road, and east of Waukesha Avenue, along the Bug Line Trail.

In 2021 staff contracted to have it televised to determine the condition of the pipes and identify areas of infiltration. There were six problem sections identified, with leaks and cracked pipe. Staff advertised for bids in February to pressure test and grout leaking joints in four manhole to manhole pipe segments. As an alternate, we requested installing Cured In Place Pipe (CIPP) in two manhole to manhole pipe segments, approximately 621 feet total, to address cracks in the pipe, creating a new pipe inside the existing segment.

Two bids were received.

### National Power Rodding Corporation

Base Bid -	\$ 235,250
Alternate Bid -	<u>\$ 425,890</u>
Total	\$ 661,140

### Visu Sewer

Base Bid -	\$ 48,500
Alternate Bid -	<u>\$ 86,500</u>
Total	\$ 135,000

Staff recommends rejecting both bids. Based upon recommendations from our sewer contractor, \$35,000 was budgeted in the 2022 budget for this work. Staff intends to review several other options to complete the work at a lower cost in the future.



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**MEMORANDUM**

To: Public Works Committee  
 From: Judith A. Neu, Village Engineer  
 Date: March 31, 2022  
 Re: **Flashing Pedestrian Signs**

Pedestrian and bicyclist safety concerns have been raised over the last few years at several high use crossings in the Village. Those include the Bug Line crossing on Main Street at the Public Safety Building, the Bug Line crossing on Silver Spring, and more recently, the crosswalk on Main Street at Weaver Drive (Village Park entrance). In the 2022 budget, the Board allocated \$14,000 for flashing pedestrian signs with the intent of installing the signs at the two Bug Line crossings listed above.

The estimate was based on a solar powered sign with flashing LED lights around the outside of the sign that is activated with push buttons as you would see at a traffic signal. Staff visited the installation of this type of sign system in Delafield and does not recommend its use as it is not significantly more visible than a high visibility green pedestrian crossing sign. Instead, Staff recommends the installation of a solar powered sign with Rectangular Rapid Flashing Beacons (RRFB) that is activated with push buttons. Staff visited a similar installation along CTH VV west of Merton, near the Milwaukee Polo Club, and found them to be highly visible. Pictures of each of these types of flashing pedestrian signs are included in this memo. Two quotes for the RRFB flashing pedestrian signs were received and are listed below.

**RRFB Flashing Pedestrian Signs – Recommended**

TAPCO	\$8,740.00 per intersection
Lang Enterprises	\$13,330.25 per intersection

**Flashing LED Lights Around the Outside of Sign – Not Recommended**

TAPCO	No Quote
Lang Enterprises	\$8,892.16 per intersection

Staff has also heard that bicyclists using the Bug Line have some difficulty maneuvering to push pedestrian buttons so we looked into other forms of actuation. The RRFB signs along CTH VV have a thermal detection actuation system in addition to the pedestrian buttons which automatically starts flashing when it detects a pedestrian. TAPCO’s cost for that system would be \$22,209.20 per intersection. Staff did not complete research on this option due to the cost significantly exceeding the budget. If the Committee were to be interested in this option we would need time to complete additional research.

To stay within budget, only one crossing could be enhanced with the flashing pedestrian signs in 2022. Based on a conversation with Captain Panas and other staff, the highest priority intersection would be the Bug Line Crossing at the Public Safety Building. If the Board is interested in keeping with the intent of the budget and installing the second set of flashing pedestrian signs at the Bug Line crossing at Silver Spring then funds from the Right-of-Way Amenities and Trees Depreciation Fund could be used to fund the additional cost of \$5,480. There is some logic in the notion of trying the system at one crossing in order to study the impact before investing in additional intersections.

If the Committee and Board would like to install the signs at one crossing then staff recommends that we go with TAPCO’s quote for RRFB with Pedestrian Buttons for a cost of \$8,740.00. We further

recommend that a contingency fund of \$1,000.00 be included to cover miscellaneous costs as staff will be completing the installation in house and will need to purchase things like sonotubes and concrete, for a total allocation of \$9,740.00. If the Board and Committee would like to install additional systems, then that same amount should be allocated for each intersection – 2 intersections \$19,480, 3 intersections \$29,220.00. Installation will likely take place in July.

**Lights around outside of sign – NOT RECOMMENDED**



**Rectangular Rapid Flashing Beacons – RECOMMENDED**





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**MEMORANDUM**

To: Village Board

From: Jeremy Smith, Village Administrator

Re: Vacation of Right of Way

Date: 3/23/2022

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Highlands Business park was originally slated to have a roadway extend west for a future phase and thus when the roadway was built and platted an opening was established for that future roadway with utility extensions, etc. The users and buildings planned for the park have resulted in this road being proposed farther south at this point and the bump out of the right of way for the road extension is no longer necessary.

The Village will vacate that portion of the right of way no longer necessary for the roadway extension back to the lot owner. The process is specifically spelled out in the Statutes and will take into May to accomplish.

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF SUSSEX  
TO VACATE AND DISCONTINUE A PORTION OF BUSINESS DRIVE

RESOLUTION NO: 22-07

WHEREAS, pursuant to Wis. Stat. § 66.1003, the Village Board has statutory authority to vacate and discontinue Village roads within its jurisdiction; and

WHEREAS, the public interest requires vacation of a portion of Business Drive as depicted and described in Exhibit 1, as this is a segment of road that has no utility and the right-of-way can be used by an abutting owner; and

WHEREAS, this Resolution was introduced in this form before the Village Board of the Village of Sussex on April 12, 2022; and

WHEREAS, following introduction of this Resolution, the Village Board set a date for a public hearing which was not less than forty (40) days after the date on which this Resolution was introduced, specifically on May 24, 2022; and

WHEREAS, notice of public hearing stating when and where this Resolution would be acted upon and stating what public way is proposed to be discontinued was published as a Class 3 Notice under Chapter 985, Wisconsin Statutes, and in addition was served on the owners of all of the frontage of the lots and lands abutting upon the public way sought to be discontinued (said properties described in Exhibit 2) in a manner provided for the service of Summons in Circuit Court at least 30 days before the hearing; and

WHEREAS, no written objections to the proposed discontinuance have been filed with the Village Clerk by any of the owners abutting on the public way sought to be discontinued, or by the owners of more than one-third of the frontage of the lots and lands abutting on the remainder of the public way which lies within 2,650 feet from the ends of the public way proposed to be discontinued or which lies within that portion of the 2,650 feet that is within the Village limits; or if such objection has been filed, two-thirds of the members of the Village Board voting on the proposed discontinuance have voted in favor of the discontinuance; and

WHEREAS, no landlocked parcel will be created by the proposed discontinuance; and

WHEREAS, the owners of all of the lands abutting the relevant portion of Business Drive have submitted, or will submit prior to this Resolution taking effect, a certified survey map for approval under Chapter 236 of the Wisconsin Statutes, which will combine the properties along with the vacated road and dedicate certain road right-of-way to the Village; and

WHEREAS, the Village Board has conducted such public hearing on May 24, 2022, pursuant to such notice; and

WHEREAS, following due consideration of all information received from Owners, the Village Engineer, the recommendation of the Village Plan Commission, and all information received in the course of the public hearing of this matter and being duly advised, the Village Board, by this Resolution, does hereby declare the public interest requires the vacation and discontinuance of the relevant portion of Business Drive as specifically described and identified on Exhibit 1, and the Village Board further finds that the vacation and discontinuance of the portion of Business Drive will not land lock any property.

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Sussex, Waukesha County, Wisconsin, that the portion of Business Drive depicted in the attached Exhibit 1 is hereby discontinued pursuant to Wis. Stat. § 66.1003, subject to the approval and delivery to the Village Clerk for recording, and recording with the Waukesha County Register Deeds, Wisconsin of a certified survey map which combines the vacated road right-of-way with the abutting land in a manner that is approved by the abutting owners and the Village Board.

BE IT FURTHER RESOLVED, that upon receipt by the Village of the original certified survey map bearing approval of all necessary governmental bodies and parties-in-interest, the Village Clerk shall record a certified copy of this Resolution together with said certified map with the Waukesha County Register of Deeds.

PASSED AND ADOPTED by the Village Board of the Village of Sussex, Waukesha County, Wisconsin, this 24 day of May, 2022.

VILLAGE BOARD, VILLAGE OF SUSSEX

By: \_\_\_\_\_  
Anthony LeDonne, Village President

ATTEST:

\_\_\_\_\_  
Jennifer Moore, Village Clerk



**Exhibit 1**

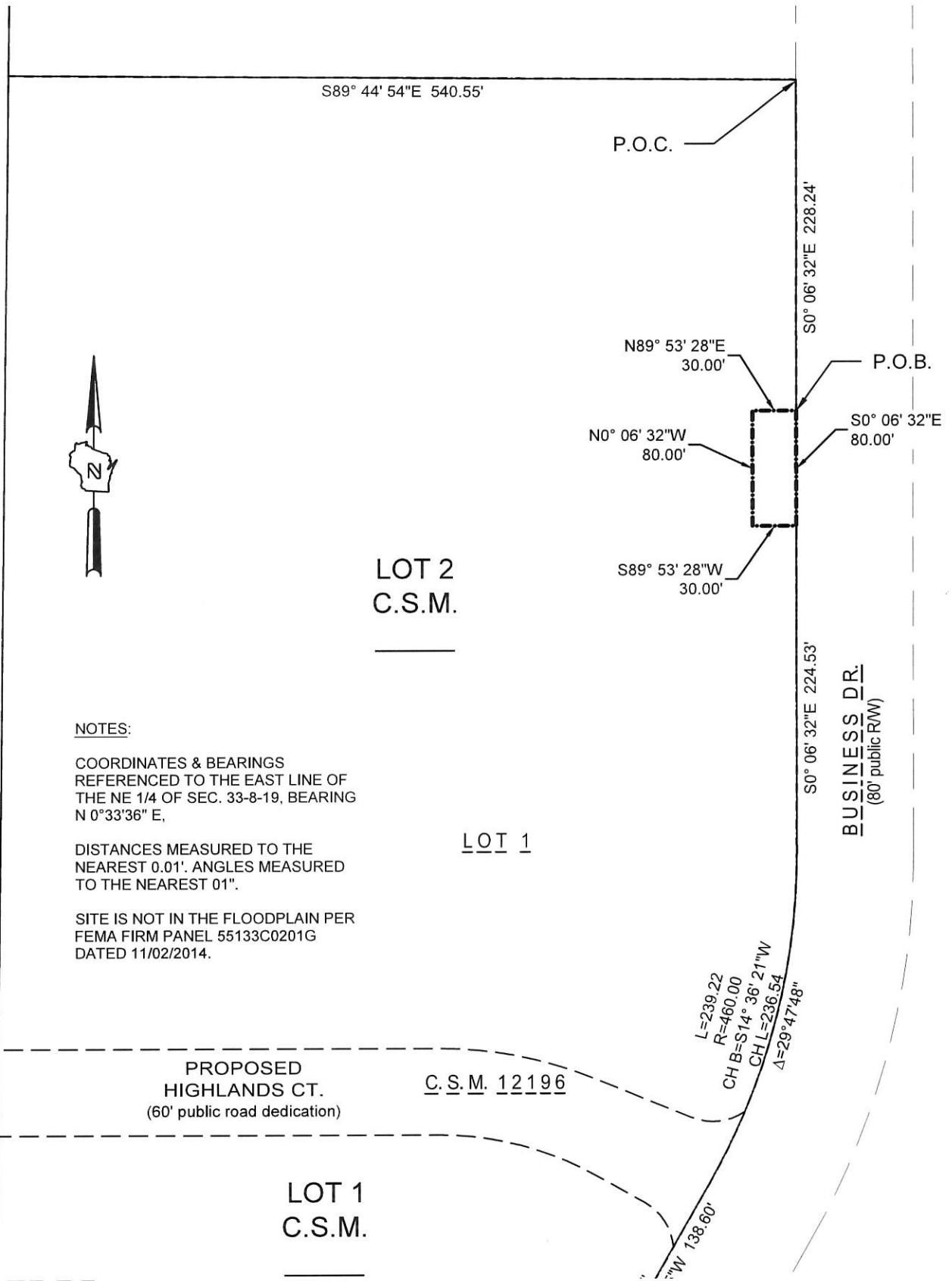
Part of Business Drive as mapped on Certified Survey Map No. 11854, recorded on May 20, 2019 as Document No. 4397415, in the Southeast 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin, bounded and described as:

Commencing at the northeast corner of Lot 1 of Certified Survey Map No. 12196; thence South 0°06'32" East, 228.24 feet along the west line of Business Drive to the point of beginning; continue thence South 0°06'32" East, 80.00 feet; thence South 89°53'26" West, 30.00 feet; thence North 0°06'32" West, 80.00 feet; thence North 89°53'26" East, 30.00 feet to the point of beginning.

Said parcel contains 2.400 square feet of land, more or less.

**Exhibit 2**

1. Tax Key No. SUXV0273999012
  - a. Owner – Sussex Corporate Park LLC
  - b. Mailing Address:  
1200 N Mayfair Road, Suite 310  
Milwaukee, WI 53226
  - c. Property Address:  
Business Drive  
Sussex, WI 53089



**NOTES:**

COORDINATES & BEARINGS REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SEC. 33-8-19, BEARING  $N 0^{\circ} 33' 36'' E$ ,

DISTANCES MEASURED TO THE NEAREST 0.01'. ANGLES MEASURED TO THE NEAREST 01".

SITE IS NOT IN THE FLOODPLAIN PER FEMA FIRM PANEL 55133C0201G DATED 11/02/2014.

LOT 1

PROPOSED HIGHLANDS CT.  
(60' public road dedication) C. S. M. 12196

LOT 1 C.S.M.



www.thesigmagroup.com  
1300 West Canal Street  
Milwaukee, WI 53233  
Phone: 414-643-4200  
Fax: 414-643-4210

GRAPHIC SCALE



PROJECT NUMBER 19629 DRAFTED BY B. ROZITE

Exhibit \_\_\_\_\_

RESOLUTION No. 22-08

- WHEREAS: The Village of Sussex sponsors the annual Classic Car Cruise Night, 4<sup>th</sup> of July Kiddie Parade, National Night Out, Main Street Block Party and Touch-A-Truck events; and
- WHEREAS: Classic Car Cruise Night will require the closure of Main Street from Elmwood Avenue, east to the Sussex Civic Center entrance driveway between the hours of 6 p.m. and 8:30 p.m. on Thursday, June 16, 2022; and
- WHEREAS: 4<sup>th</sup> of July Kiddie Parade will require the closure of Main Street from the Sussex Civic Center entrance driveway, west to Village Park between the hours of 9:30 a.m. and 10 a.m. on Monday, July 4, 2022; and
- WHEREAS: National Night Out will require the closure of Main Street from Elmwood Avenue, east to the Sussex Civic Center entrance driveway between the hours of 5:00 p.m. and 8:30 p.m. on Wednesday, August 3, 2022; and
- WHEREAS: Main Street Block Party will require the closure of Main Street from Elmwood Avenue, east to the Civic Center entrance driveway between the hours of 9:00 a.m. to 4:00 p.m. on Sunday, August 14, 2022; and
- WHEREAS: Touch-A-Truck will require the closure of Maple Avenue, between Maple Grove Lane and Sussex Preserve Boulevard between the hours of 8:00 a.m. to 3:00 p.m. on Saturday, September 10, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Sussex approves the Main Street road closures for the following Village of Sussex sponsored events; Classic Car Cruise Night on June 16, 2022, 4th of July Kiddie Parade on July 4, 2022, National Night Out on August 3, 2022, Main Street Block Party on August 14, 2022 and Touch-A-Truck event on September 10, 2022.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Anthony J. LeDonne  
President, Village of Sussex

ATTEST: \_\_\_\_\_  
Jennifer Moore  
Village Clerk



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## MEMORANDUM

To: Public Works Committee  
From: Judith A. Neu, Village Engineer  
Date: March 31, 2022  
**Re: Engineering Monthly Report – April 2022**

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### CTH VV and Plainview Water Main:

- The new water mains on Plainview Road and on CTH VV are done, tested, connected and in service.
- All owners of the private sanitary main have sign the agreement, granted Temporary Easements, and paid their share of the abandonment cost. Work will be starting this week and continue into next week.
- Concrete and asphalt restoration will start in mid-April.
- Valve work along Waukesha Avenue is scheduled for mid-summer due to long lead times for the valves.

### Miscellaneous:

- The annual DNR report for our MS-4 storm water permit was submitted to DNR this week. We'll have a presentation on the report in May.
- There will be 3 rounds of grant solicitation for the Bipartisan Infrastructure Law funding programs for local projects:
  - First round is for Federal Fiscal Year (FFY) 2022 and we have no projects that are shovel ready that fit the grant criteria.
  - Second round is for FFY 2023-2026 with applications due June 3, 2022. Our recommendation would be to apply for CMAQ funding for the following projects:
    - Sussex Creek Trail Extension, Vista Run to STH 164 as listed in the 2040 Comprehensive Plan.
    - Various Trail and Sidewalk extensions to complete the Corky Curtis Trail as listed in the 2040 Comprehensive Plan.
  - Third round is for FFY 2023-2026 for the Transportation Alternatives Program (TAP) with applications due sometime in August 2022. Below is our prioritized list of TAP projects. Note that some are repeats from CMAQ.
    - Clover Drive culverts (Eagle's Ridge entrance west of Maple Ave)
    - Maple Avenue School Eastern Bio-retention Basin (SWMP – 121 Acres)
    - Sussex Creek Trail Extension, Vista Run to STH 164 (2040 Comp Plan)
    - CTH K Sidewalk, Sussex IM to 350 feet west of Executive Drive (2040 Comp Plan)
    - Improvements to Depot (Historically accurate)
    - Corky Curtis Trail, Clover Drive to Silver Spring Drive (2040 Comp Plan)
- CTH K Culvert Replacement: Staff has worked out an agreement with County staff to adjust their plans so that there is room for us to construct sidewalk across these culverts on the north side of CTH K in the future without the need to rebuild the headwalls. We will need to contribute about \$5,000 for the additional work, but this is much less expensive than rebuilding the headwalls in the future.
- Prides Park: No bids were received for construction of the shelter in Prides Park. Staff is discussing options. The playground build will begin the week of April 18<sup>th</sup>. Grading / preparation work is underway.

### Developments:

- Vista Run: The second round of plan review is underway. Grading is scheduled to start in May, utilities to follow.
- Redford Hills: Plans are expected soon. The developer would like to build this Spring.
- Cash Deposit Agreements for the remaining tree planting are in place for Johanssen Farms, Ancient Oaks, and Sussex Preserve.



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## MEMORANDUM

To: Village Board  
From: Jeremy Smith, Village Administrator  
Re: Redford Hills Developer's Agreement  
Date: 3/23/2022

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Please find the Redford Hills Developer's Agreement language enclosed. The 45 lot subdivision is being conditionally approved based upon RS-3 base zoning. The agreement is very close to model language that is used, but here are some unique aspects of the development.

- Approximately 7 lots will require a booster pump for water pressure. This is because the site rises over 100 feet in elevation. When the property to the north is developed the Village will have to install a booster pump system for the whole area, but for now these 7 homes will have stand alone pumps. By PSC rule the Village must own these, but they are installed inside the house, and the Developer will pay for their initial installation.
- Tree Mitigation. The Development hits the cap of \$100,000 for tree mitigation, which is offset by tree planting of about \$57,000. The remaining \$43,000 will be paid by the Developer to the Village for planting trees in our parks and rights of way. This amount may change as the final landscape plan is approved.
- The Developer intends for this to be a parade of homes site and construction will commence right away in anticipation of that goal. The Village will still need to approve that fact and will consider safety and completion requirements before granting final approval for that.
- The Site has a very significant grade change, which will set up for amazing views and walk outs, but will also lead to construction and erosion control challenges until we get to stabilization. The Views are amazing from the hill, but it will look over a commercial and business park area of STH 164 and K.
- It is anticipated this site will add about \$30 million and produce about \$160,000 in annual Village taxes when fully built with one time revenues of about \$500,000. Service costs including infrastructure depreciation will annually cost about \$152,000 netting about \$8,000 once the TIF closes. There will also be sewer, storm, and water revenues. This Development will help facilitate ahead of schedule growth for the TIF.

DEVELOPER'S AGREEMENT FOR

**Redford Hills  
Single Family Development**

VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Redford Hills, LLC, a Wisconsin-based limited liability corporation, with offices at 2600 North Mayfair Road, Suite 1000, Milwaukee, Wisconsin 53226, hereinafter called "DEVELOPER", and the VILLAGE of Sussex in the County of Waukesha and the State of Wisconsin, hereinafter called the "VILLAGE".

WITNESSETH:

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

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

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

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

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

WHEREAS, the DEVELOPER and VILLAGE desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements

which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the VILLAGE, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as required by the VILLAGE Engineer, without cost to the VILLAGE; and

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

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

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

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

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



## DEVELOPER'S COVENANTS

### SECTION I. IMPROVEMENTS

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

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all public street and sidewalk plans are in conformance with all federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof from the VILLAGE Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets and sidewalks in accordance with the Preliminary Plat, approved development plan of said subdivision, or Final Plat as the case may be and the plans and specifications on file in the VILLAGE Clerk's office.
3. Construction of the public streets and sidewalks providing access to and fronting a specific Lot will be completed, presented and accepted by the VILLAGE Board through the first lift of asphalt before any building permits are issued for said Lot.
4. The first lift of asphalt on the public streets and the sidewalk for the Development shall be completed and presented to the VILLAGE Board no later than November 1, 2023, or as extended by the VILLAGE Board.
5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but the goal is to attempt to wait for 85% of the homes to reach occupancy prior to the placement of the final lift, but in no event later than 2 winter seasons. Notwithstanding the foregoing, the VILLAGE Board may require placement of the final lift at an earlier date if it determines in its discretion that it is necessary or appropriate to do so.
6. The DEVELOPER shall maintain public streets, sidewalks, and paths, including snowplowing, unless otherwise approved by the VILLAGE Administrator, until accepted by resolution by the VILLAGE Board. Once the first lift of asphalt is established VILLAGE will provide snowplowing service for the public roadways and DEVELOPER shall pay VILLAGE at a rate of \$250 per hour for said plowing service to ensure the roadway is open and safe for public and emergency access until the roadway is accepted by resolution by the VILLAGE Board. The VILLAGE shall provide snow plowing service in a manner consistent with that of the rest of the Village and shall in no way be responsible to DEVELOPER for any damage caused to infrastructure by snow plow operations. The DEVELOPER shall properly ramp any manholes prior to November 1 of

each year to ensure safe snow plow operations. The rate per hour for snow plowing shall remain the same through January 1, 2023 and shall increase 3% annually each year thereafter. During construction sidewalks shall be blocked and labeled with signage saying "closed during construction." Sidewalks shall be maintained by the DEVELOPER once the first home occupancy is granted within the area designated for sidewalk.

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

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

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

B. SANITARY SEWER: The DEVELOPER hereby agrees:

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

2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the VILLAGE Clerk's office and all applicable Federal, State and VILLAGE of Sussex ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the VILLAGE of Sussex and as approved by the VILLAGE Engineer.
3. To clean all sanitary sewers in the SUBJECT LANDS prior to acceptance of the improvements and issuance of building permits by the VILLAGE of Sussex.
4. To furnish "as-built" plans of the sanitary sewage system for the SUBJECT LANDS, including locations of laterals to lot lines, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of building permits.
5. To televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the VILLAGE Engineer, supply the video tape to the VILLAGE of Sussex, and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the VILLAGE.
6. That no building permits shall be issued until the sanitary sewer system for of the SUBJECT LANDS has been dedicated to and accepted by the VILLAGE.

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and VILLAGE of Sussex specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans.
2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the VILLAGE Clerk's office and all applicable Federal, State and VILLAGE of Sussex ordinances, specifications, regulations and guidelines for the construction of water systems in the VILLAGE of Sussex and as approved by the VILLAGE Engineer.
3. The DEVELOPER shall furnish "as-built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Subject to intellectual property rights, said "as built" plans shall be on reproducible Mylar and digital file, and shall include field locations of hydrant valves and curb stops, if any.
4. That no occupancy 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. Due to significant grade changes approximately 8 lots within the Development will require individual water pressure booster pump systems. Per PSC regulation these systems will be owned by the Water Utility, but located within the homes once constructed. These systems are an essential part of the water system for the DEVELOPMENT and all costs for the purchase and installation of these systems shall be paid by the DEVELOPER, but are likely to be installed by either the Builder, the VILLAGE or other third party in conjunction with the individual home construction. DEVELOPER agrees to provide funds in an amount agreed upon by the VILLAGE for said systems or such alternative solution to insure the initial installation occurs to the satisfaction of the Village.

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

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and written proof that the VILLAGE Engineer, DNR, and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, have reviewed and approved said plans.
2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and where appropriate from adjacent property, in accordance with all plans and specifications on file in the VILLAGE Clerk's office, and all applicable federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the VILLAGE Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, including where necessary as determined by the VILLAGE Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/ detention basins.

3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the VILLAGE before any building permits are issued.
4. To maintain roads free from mud and dirt from construction of the development.
5. The VILLAGE Board will not accept the surface and storm water drainage system until the entire system serving a given phase is installed and landscaped in accordance with plans and specifications to the satisfaction of the VILLAGE Engineer.
6. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the VILLAGE Board.
7. The VILLAGE retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the VILLAGE Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development or impacts the surrounding area.
8. The DEVELOPER shall establish the stormwater facilities within outlots (which are dedicated by DEVELOPER to the VILLAGE) that the Village shall have the right and responsibility, to maintain according to a Stormwater Facility Maintenance Agreement, attached herein as **EXHIBIT F** and hereinafter known as the "SFMA". The SFMA shall state that the VILLAGE shall agree to maintain the stormwater management facilities in the Development except for specific annual maintenance activities such as grass mowing, etc.; which shall be spelled out in the SFMA. DEVELOPER shall provide the necessary easement hereinafter known as the "2022 Stormwater Easement" and attached herein as **EXHIBIT F-1** for any stormwater facilities that are located outside of the right-of-way or have the necessary maintenance zone outside of the right-of-way, which shall also be addressed in depictions and in language on the Plat.
9. To furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of building permits.

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

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

Waukesha County Department of Park and Land Use, Land Resources Division, and the Army Corps of Engineers, if applicable, have approved said plans.

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

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

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

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, paths and trails by use of sound conservation practices as specified in the Tree Mitigation Plan and Landscape Plan attached herein as **(EXHIBIT G and G-1)**. DEVELOPER shall meet the requirements and conditions of the approved Tree Mitigation Plan including the payment of \$43,200 for offsite mitigation purposes. This amount may be reduced if a modified Tree Mitigation Plan is approved, which results in more onsite mitigation as determined by the VILLAGE.

2. The DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the VILLAGE Engineer prior to the issuance of any building permits.

4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the VILLAGE staff prior to the issuance of building permits.

5. The VILLAGE has the right to trim and remove any features which would interfere with safe operation and maintenance of the VILLAGE right-of-ways and drainage ways.

6. The DEVELOPER shall establish any landscape area within the right of ways and those areas shall be depicted with proper easement and maintenance requirements on the Plat so that the homeowners association has the obligation to maintain those areas in perpetuity.

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

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

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

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

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

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

J. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the

VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the VILLAGE may cause such work to be carried out and shall charge against the financial guarantee held by the VILLAGE pursuant to this agreement.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

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

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the VILLAGE. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the VILLAGE Board. The fourteen month 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 fourteen month 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 fourteen (14) months from the date of Final Acceptance by providing the VILLAGE with cash or a letter of credit in a form acceptable to the VILLAGE Attorney in an aggregate amount of 10 percent of the total costs of the improvements. The DEVELOPER shall pay for any damages to VILLAGE property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the VILLAGE might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to VILLAGE property and/or improvements, and the VILLAGE is required to draw against the cash or letter of credit on file with the VILLAGE, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all improvements.

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

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

D. Maintenance Prior to Acceptance.

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

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

3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches, storm sewers, and streets; dredging and reshaping

of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the VILLAGE Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION VIII. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

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

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

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

SECTION X. FINANCIAL GUARANTEE:

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

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

Attorney, to pay the costs of improvements in the development, the DEVELOPER shall be deemed in violation of this agreement and the VILLAGE Board shall have the authority to draw upon the letter of credit.

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

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

#### SECTION XI. BUILDING AND OCCUPANCY PERMITS:

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

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

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

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

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

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

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

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 9, entitled "Orderly Conduct, Public Nuisance and Health and Sanitation", including Section 9.07(11) 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 of the same design model shall be in the DEVELOPMENT.

## SECTION XV. MISCELLANEOUS REQUIREMENTS

The DEVELOPER shall:

### A. EASEMENTS:

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

### B. TREE PLANTING:

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

### C. MANNER OF PERFORMANCE:

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

### D. SURVEY MONUMENTS:

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

### E. HOME-OWNERS ASSOCIATION DECLARATION:

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

### F. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the VILLAGE Board and VILLAGE Attorney, and provide proof of recording prior to sale of Lots for the SUBJECT LANDS. The Deed Restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities in accordance with the "Owners Maintenance Requirements: Stormwater Management Systems Detention/Retention

Ponds and Grass Swales” specifications on file with the Village of Sussex, dated July, 2002, including such amendments as may be made thereto from time to time by the Village Engineer. The deed restrictions shall also contain the following language:

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

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

G. GRADES:

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

H. RESERVE CAPACITY ASSESSMENTS - SANITARY SEWER:

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

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

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

J. UNDERGROUND UTILITIES:

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



K. PERMITS:

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

L. REMOVAL OF TOPSOIL:

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

M. DIGGERS HOTLINE.

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

N. PREVAILING WAGE RATES AND HOURS OF LABOR:

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

O. NOISE:

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

P. DEBRIS:

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

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

Q. DUTY TO CLEAN ROADWAYS:

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

R. PUBLIC CONSTRUCTION PROJECTS:

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

S. IMPACT FEES.

DEVELOPER and VILLAGE acknowledge that the VILLAGE has caused a needs assessment study to be performed pursuant to Wis. Stat. 66.55 and that the VILLAGE has enacted an ordinance (18.10065) that imposes impact fees pertaining to the VILLAGE's parks, playgrounds and land for athletic fields, and that imposes impact fees pertaining to the VILLAGE's Library. The DEVELOPER acknowledges and agrees that the ultimate occupants of the Lots on the SUBJECT LANDS will likely utilize the Village's parks, playgrounds, and athletic fields, and Library and that the impact fees imposed by VILLAGE Ordinances are necessary to pay for the capital costs of the facilities described in this section in order to accommodate land development. These Fee(s) shall be paid prior to the release of the BUILDING PERMIT.

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.

V. PARADE OF HOMES.

The DEVELOPER intends for this DEVELOPMENT to be a PARADE OF HOMES Site. The VILLAGE reserves all rights with respect to use of the site for said purpose based upon submittal of a plan that meets VILLAGE MUNICIPAL CODES, ORDINANCES, and POLICIES. The VILLAGE in particular is concerned that improvements are completed to appropriate levels for the safety and welfare of the public entering and utilizing the site and that impacts from use of the site for said use has sufficient traffic, noise, and sanitation design.

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

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

SECTION XVII. METHOD OF IMPROVEMENT.

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

SECTION XVIII. GENERAL INDEMNITY:

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

SECTION XIX. VILLAGE RESPONSIBILITY:

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

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

SECTION XX. INSURANCE:

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

SECTION XXI. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the VILLAGE President of the VILLAGE Board, and/or the VILLAGE Clerk, entered into and are signatory to this agreement solely in their

official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XXII. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION XXIII. ZONING:

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

SECTION XXIV. COMPLIANCE WITH CODES AND STATUTES:

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

SECTION XXV. PRELIMINARY PLAT, FINAL PLAT, AND ZONING 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 zoning map for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT B**. At such time as the Final Plat is approved, if it is, the conditional Final Plat approval shall be attached hereto and incorporated herein as **EXHIBIT D**. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

SECTION XXVI. 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 XXVII. 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 XXVIII. 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 XIX. 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 XXVI.

SECTION XXX. 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 XXXI. OWNERSHIP OF SUBJECT LANDS.

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

SECTION XXXII. 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 XXXIII. 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 XXXIV. 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 XXXV. 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 XXXVI. RECORDING OF AGREEMENT.

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

SECTION XXXVII. AMENDMENTS:

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

[Signatures on Following Pages]

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.

**Redford Hills, LLC**

By: \_\_\_\_\_  
George B. Erwin, III, Managing Member

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the above named George B. Erwin, III Authorized Signatory of Redford Hills, 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 \_\_\_\_\_, 2022, the above-named \_\_\_\_\_, VILLAGE President, and \_\_\_\_\_, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WI  
My commission expires: \_\_\_\_\_