



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

VILLAGE BOARD
VILLAGE OF SUSSEX
6:00 PM - TUESDAY, FEBRUARY 28, 2023
SUSSEX CIVIC CAMPUS – BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes from the Village Board meetings held on February 14, 2023.
4. Communications and Public Hearing(s)
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions.
 1. Sussex Volunteer of the Year-Heidi Konrath
 2. Sussex Volunteer Group of the Year- Lannon Stone Touch-A-Truck Crew
 3. Annual Municipal Court Presentation by Judge Kay
 - B. Public Hearing on Above Grade Right of Way Permit for WE Energies near Ivy Avenue and Westchester Road
5. Committee Reports
 - A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 1. Recommendation and possible action on award of bid to PLM, Inc. for Melinda Weaver Park Project.
 2. Recommendation and possible action on amended Fourth of July fireworks contract with Wolverine Fireworks Display, Inc.
 - D. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - E. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.
 1. Recommendation and possible action on CSM for Vista Run (Alpine Drive and Silver Spring)

- F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - 1. Joint Powers Agreement with Waukesha County 9-11 Dispatch
- 6. Staff Reports on upcoming events, projects in process, future agenda items and meetings.
- 7. Comments from citizens present.
- 8. Old Business.
- 9. New Business.
 - A. Consideration and possible action on Above Grade Right of Way Permit for We Energies (Westchester and Ivy)
- 10. Consideration and possible action on resignations and appointments.
- 11. Adjournment

Anthony LeDonne
Village President

Jeremy Smith
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. 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 262-246-5200.

DISCLAIMER – THE FOLLOWING ARE DRAFT MINUTES FROM THE
VILLAGE BOARD AND ARE SUBJECT TO CHANGE
UPON APPROVAL OF THE VILLAGE BOARD

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Village Board Meeting of
February 14, 2023**

1. Roll Call

President LeDonne called the meeting to order at 6:00pm.

Members present: President Anthony LeDonne, Trustees Lee Uecker, Greg Zoellick, Ron Wells, Benjamin Jarvis, Stacy Riedel, and Scott Adkins.

Members excused: None

Also present: Administrator Jeremy Smith, Assistant Administrator Kelsey McElroy-Anderson, Attorney John Macy, Clerk-Treasurer Jennifer Moore, and members of the public.

2. Pledge of Allegiance

President LeDonne led the pledge of Allegiance.

3. Meeting Minutes

Motion by Adkins, seconded by Wells to approve the January 24, 2023 Village Board meeting minutes as presented. Motion carried 7-0

4. Communications and Public Hearings

A. Village President Report

The Village President listed several upcoming meetings and events in the Village of Sussex including:

2/15 – Pauline Haass Library Board meeting 6:30

2/21 – Spring Primary 7:00am – 8:00pm

Public Safety & Welfare Committee Meeting 6:00

Plan Commission Meeting 6:30

Park and Recreation Board Meeting 6:30

B. Public Hearing on ORDINANCE NO. 887

Mr. Smith presented the proposed Ordinance change, which would repeal and recreate Subsections 18.10065(B) "Fee Amounts" and 18.10065(D) "Refund of Impact Fees" with respect to amending the Library Impact Fee. Motion by LeDonne, seconded by Zoellick to close the public hearing. Motion carried 7-0

5. Committee Reports

A. Finance and Personnel Committee

- 1.** Motion by Jarvis, seconded by Adkins to approve the January Check Register and P-card Statement in the amount of \$1,375,400.98. Motion carried 7-0
- 2.** Motion by Jarvis, seconded by Riedel to approve the Close-out Ace Hardware purchases in the amount of \$3,435.50.
(President LeDonne abstained) Motion carried 6-0
- 3.** Motion by Jarvis, seconded by Wells to approve the temporary Class “B” retail license for the sale of fermented malt beverages for the Humane Animal Welfare Society Romp ‘n Rally event at Village Park on May 6, 2023, Agent: Jessica Pinkos. Motion carried 7-0
- 4.** Motion by Jarvis, seconded by Wells to approve the temporary Class “B” retail licenses for the sale of fermented malt beverages for the Hamilton Jr. Chargers Baseball, Inc. 21st Annual Junior Chargers Summer Classic Baseball Tournament at Sussex Village Park and Armory Park on June 23, 2023, Agent: Jamie McMillan. Motion carried 7-0
- 5.** Motion by Jarvis, seconded by Adkins to approve Resolution No. 23-5, 2023 Designation of Public Depositories and Approving Other Financial Institutions for Investment. Motion carried 7-0
- 6.** Motion by Jarvis, seconded by Wells to approve Resolution 23-6 Authorizing the Redemption of Certain of the General Obligation Community Development Bonds, Series 2013, Dated September 17, 2013. Motion carried 7-0
- 7.** Motion by Jarvis, seconded by Uecker to approve Initial Resolution 23-7 Authorizing \$2,945,000 General Obligation Bonds for Street Improvement Projects. Motion carried 7-0
- 8.** Motion by Jarvis, seconded by Adkinsto approve Initial Resolution 23-8 Providing for the Sale of Not to Exceed \$2,945,000 General Obligation Street Improvement Bonds, Series 2023A. Motion carried 7-0
- 9.** Motion by Jarvis, seconded by Zoellick to approve Ordinance 887 to Repeal and Recreate Subsections 18.10065(B) “Fee Amounts”, and 18.10065(D) “Refund of Impact Fees” of Chapter 18, the Land Division and Development Ordinance with respect to amending the Library Impact Fee. Motion carried 7-0

10. Motion by Jarvis, seconded by Wells to accept the 2022 4th Quarter Investment Report. Motion carried 7-0

11. Motion by Jarvis, seconded by Adkins to approve the Red Flag Rules 2022 Annual Report of the Village of Sussex Identity Theft Prevention Program. Motion carried 7-0

B. Public Works Committee

1. Motion by Adkins, seconded by Uecker to approve the January invoices in the amount of \$17,590.94. Motion carried 7-0

2. Motion by Adkins, seconded by Jarvis to approve the 2023 Road Program Construction contract to Wolf Paving Co., Inc. per their bid including Alternate #1 for a total of \$5,722,712.70 and the contract for Inspection and Survey/Construction Staking Consulting to raSmith per their proposal for a total of \$129,690.00 including the standard 10% contingency for both contracts for a total project allocation of \$6,437,642.97. Motion carried 7-0

3. Motion by Adkins, seconded by Wells to approve the HVAC equipment three-year contract for the Village of Sussex public billings with Helm Mechanical per their proposal for a cost of \$17,123.00 in 2023; \$17,980.00 in 2024; and \$17,980.00 in 2025. Motion carried 7-0

4. Motion by Adkins, seconded by Riedel to approve Resolution 23-9 "Emergency Repairs Designation" for Well #4 and approval to move forward with Well #4 removal and emergency repairs as necessary for a total allocation of \$64,805.00. Motion carried 7-0

5. Motion by Adkins, seconded by Jarvis to approve Resolution 23-3 setting for the Main Street Road closure for the Lions Daze Parade on July 16, 2023 and allowing the use of Village equipment for Lions Daze Special Event in 2023. (President LeDonne Abstained) Motion carried 7-0

6. Motion by Adkins, seconded by Zoellick to approve Resolution 23-4 closing Village streets for various Village Special Events. Motion carried 7-0

7. Trustee Lee Uecker recused himself for this item. Motion by Adkins, seconded by Zoellick to approve reimbursement for mailbox damage per Village Policy to Trustee Uecker. Motion carried 6-0

8. Motion by Adkins, seconded by Wells to approve the purchase of water meters and transmitters for a total cost of \$117,612.00. Motion carried 7-0

9. Motion by Adkins, seconded by Wells to approve the purchase of a new Ford F350 utility truck with a crane and plow for a not to exceed cost of \$117,675.00, the purchase of a Ford Ranger from Lynch Burlington for the amount of \$42,241.00, and that the Water Utility's 2008 Ford F350 be declared as surplus.

Motion carried 7-0

10. After amendment, a Motion by Adkins, seconded by Uecker to approve sending letters to those properties annexed into the Village in 2022 stating the if the building/home is located less than 70 feet from the right of way and a lateral exists (or the main is located outside the pavement area) the owners must connect their properties within ten years to the utility that has been determined to be reasonably available; the letter must include information on how to appeal the decision to the Public Works committee. A separate letter shall be sent to the remaining properties stating the owner could hook up if physically available, but Sussex will not require it at this time based on current policy.

Motion carried 7-0

6. Staff Reports

- A. Ms. McElroy-Anderson
Congratulations to fire department personnel for delivering a baby on valentine's day
- B. Mr. Smith
The Village is in excellent financial conditions as reported by Moody's
Mr. Smith will attend a meeting with the League of Wisconsin Municipalities next week regarding shared revenue
Judge Tim Kay will attend the next Village Board meeting with an update on Lake Country Municipal Court
- C. Mr. Macy
There is pending legislation regarding public records. Mr. Macy will keep the Board informed on further developments as they occur.
- D. Ms. Moore
Primary Election is on Tuesday

7. Comments from citizens

W240N7595 wondering what it means if you are 80' from the house. Mr. Smith will have a discussion after the meeting.

8. Old Business

None

9. New Business

Adkins – would like public works committee to discuss salt discharge from water softeners.

10. Resignations and appointments

A motion by Uecker, seconded by Zoellick to approve the appointment of additional election workers per the list provided by the Village Clerk. Motion carried 7-0

11. Adjournment

A motion by LeDonne, seconded by Adkins to Adjourn at 6:38pm. Motion carried 7-0

Respectfully submitted,
Jennifer Moore
Clerk-Treasurer

DRAFT



LAKE COUNTRY MUNICIPAL COURT

630 E. Wisconsin Avenue
Oconomowoc, WI 53066
Tel: 262-569-0920

Clerk Theresa Berlin
clerk@lcmunict.org

Deputy Clerk Tracy Dricken
deputyclerk@lcmunict.com

Honorable Timothy T. Kay

www.lcmunict.com

January 9, 2023

TO: MAYOR, CHAIRS, PRESIDENTS and
LAKE COUNTRY MUNICIPAL COURT MUNICIPALITIES

Re: LAKE COUNTRY MUNICIPAL COURT
ANNUAL STATE OF THE COURT 2022

Dear Sir / Madam:

Please accept this letter as the Annual "State of the Court" for our Lake Country Municipal Court 2022 Year in Review. Lake Country Municipal Court consists of twenty (20) member municipalities and is the largest Joint Municipal Court in the State.

As always, my court clerk and staff will be contacting each municipality to determine whether your municipality would like myself to appear before your respective Board, and provide further information in addition to this annual update. I enjoy the opportunity to appear before your Board. I would appreciate if your Clerk could contact my Chief Clerk, Terri Berlin, at 262 569 0920, or my office staff, Kit or Shannon, at 262-784-7110 in order to schedule an appearance.

Please feel free to re-print copies of this Annual State of the Court Report and provide copies to your Trustees, Supervisors or Alderman.

1. LCMC BUDGET.

For the year 2022, we collected \$2,216,070.92 in fines. Of those funds \$1,133,786.80 was returned to the local municipality. The Court retained \$399,417.90 for its operating expenses, Jefferson County received \$9,114.24, Waukesha County received \$143,156.59, and the State of Wisconsin received \$530,595.53.

Honorable Timothy T. Kay proudly serving the following municipalities:

*City of Oconomowoc, Town of Delafield, Town of Erin, Town of Exonia, Town of Lisbon, Town of Merton,
Town of Oconomowoc, Town of Ottawa, Town of Sullivan, Village of Chenequa, Village of Dousman,
Village of Hartland, Village of Johnson Creek, Village of Lac La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex*

The Budget was approved at the Annual Administrative Committee meeting on November 16, 2022. We ended up with an estimated revenue surplus of approximately \$50,151. In addition, expenditures were less than expected resulting in an overall surplus of \$79,363.77.

Firstly, this surplus is the result of an increase in caseload and increase in citations issued by all of the 20 municipal police departments.

Secondly, revenues were substantially increased due to our enrollment in the State Department of Collections (SDC) program. SDC is a division of the Wisconsin Department of Revenue and has the ability to conduct tax intercepts, checking account intercepts, and employment payroll intercepts. It has been reported that we have been able to collect past debts back to the inception of our Court, specifically 1988. It is expected by year end, we will have collected approximately over \$178,000 of old debt by participating in the SDC program.

As you recall, all of our court costs, including salaries, insurance, rent, etc. are covered by the Court's share of citation collections. See attached pie chart. Essentially the Court retains 27% of each citation collected to cover our expenses of the operations. The other majority of the funds are returned to your municipality. As a result, there will be no surcharge or cost imposed against member municipalities to participate in our Court. Therefore, your taxpayers will not be asked to subsidize our Lake Country Municipal Court.

2. NEW COURTHOUSE.

This is the second full year in our new facilities. We have been settled-in and have completed all of the transitions with respect to computers, telephones, faxes, audio / visual connections, and furniture. The clerks have a wonderful workspace with room to grow. As I made you aware in past correspondence, we conduct our juvenile hearings out of the hearing of the public. Juvenile hearings are conducted in my office / chambers. We have a round conference table and adequate seating for the juveniles, their parents, court clerk, and prosecutors, as well as me in order to complete these hearings in a secure and private setting.

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Village of Hartland, Village of Johnson Creek, Village of Lac La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex

3. BAILIFFS.

We are very proud of our bailiffs and they do an excellent job overseeing the court operations and ensuring the staff's safety and the public's safety. They are City Officer Chief James Schyler, Deputy Corey Farrell, Waukesha County Capt. Michelle Loeffler, Detective Tim Whacker, and Officer Jim Fidlin. Officer Jerry Kleepin, who had been a city officer for some 25 years, has retired and we wish him the best of success in his retirement years.

4. COURT STAFF.

Clerk Theresa Berlin has been our Clerk of Courts for the past year. We did retain Tracy Dricken as a part-time Deputy Clerk. Because of the expanding scope of duties and the extra effort to administer the SDC program, Clerk Tracy Dricken has been promoted to full-time status. We continue to have part-time Clerk Elaine Lynott and our newly hired part-time Clerk Haley Pfister. The clerks continue to cross-train in the event of sickness or vacation, and they work extremely well together to handle our large caseload and keep the Court running efficiently.

5. ADMINISTRATIVE.

Former Chief Donald Wiemer continues to be our LCMC Administrator. He provides excellent guidance for our Court, the Administrative Committee, and the Operations Committee, and oversees the development of the budget.

I would also like to thank the Police Chiefs who participate in our monthly Operations Committee meeting. They are Chairperson Capt. Lisa Panas, Chief James Pfister, Chief Michael Hartert, Chief Torin Misko, and Chief Daniel R. Neumer. We meet monthly and double check expenses and budget items so that we are allowed to continue to operate in an efficient manner and to cover any unforeseen circumstances.

6. WEBSITE.

We are updating our website and Clerk Pfister will be overseeing that project. Please look for the new design to be completed by late February or March of 2023. Once it is up and running, we

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Village of Hartland, Village of Johnson Creek, Village of Lac La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex*

would appreciate receiving any feedback from your clerks and department heads regarding any further suggested changes. We appreciate your input.

7. IN CONCLUSION.

We have an excellent reputation with law enforcement and with those citizens who appear before me, Judge Tim Kay.

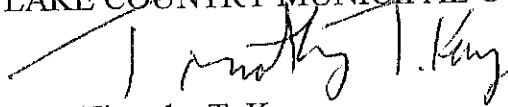
I always enjoy drafting this Annual Update State of the Court Report and would like the opportunity to appear before your respective Boards. I would appreciate if you could have your Clerks distribute copies of this report and attachments to other elected officials, including aldermen, supervisors, and trustees, as well as police chiefs and police personnel.

This is my third term serving the Lake Country Municipal Community, consisting of 20 municipalities. There are over 100,000 people that reside within our Municipal Court region which spans over three counties: Waukesha, Jefferson, and Washington.

Thank you for your attention to this Letter Report. I look forward to meeting with your various Boards should you have any questions that you may have.

Very truly yours,

LAKE COUNTRY MUNICIPAL COURT



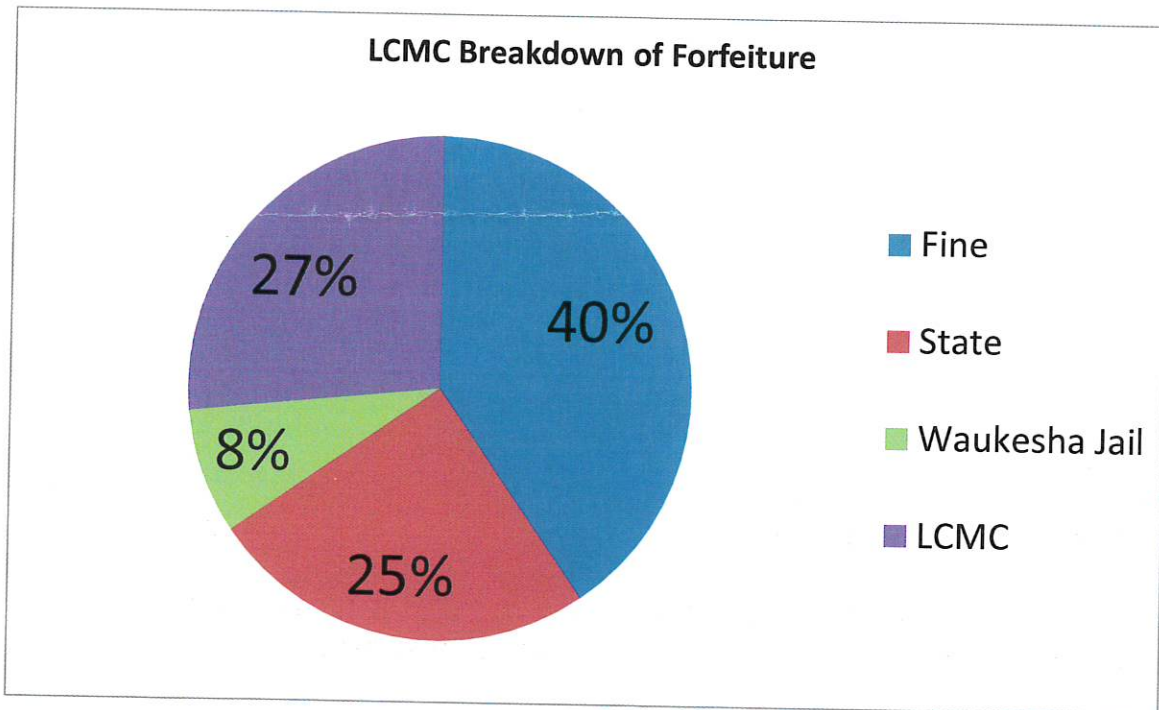
Hon. Timothy T. Kay
Municipal Judge

TTK/kfa

Enc.

pc Clerk Theresa Berlin
LCMC Chiefs and Administrators
LCMC Municipal Clerks
LCMC Prosecutors

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Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex



For example, a \$50 dollar ***fine*** plus costs mandated by statute totals a \$124 ***forfeiture***.

Fine	State	County	LCMC	Total forfeiture
\$50	\$31	\$10	\$33	\$124

All ***fine*** dollars are returned in full to the 18 municipal members; i.e. no costs to the taxpayers.

VILLAGE OF SUSSEX

DEPARTMENT OF PUBLIC WORKS

N64 W23760 Main Street, Sussex, WI 53089 / (262) 246-5200 / Fax (262) 246-5222

APPLICATION FOR ABOVE GRADE RIGHT OF WAY PERMIT

Project Location W244N 6506 WILCHESTER DR
Company WE Energies - WR 4793547
Contractor WE Energies
Contact Nicholas Welch
Address/City/State/Zip 500 S. 110th ST West Allis WI 53214

PERMIT NO. _____
WR# 4793547
Telephone 262-502-6882
Telephone _____

FOR WORK BEING PERFORMED IN CONNECTION WITH:

Gas Cable TV Electric Telephone Water Sewer New Construction Alteration or Repair

DESCRIPTION: Rebuild conversion 8KV to 24.9KV No pole installation/replacements

Before any person, entity, or utility commences work pursuant to this section, such person, entity or utility shall file an agreement with the Village Clerk to hold the Village harmless, indemnify, and defend the Village from and against any and all injury and damage of any kind caused or occurring as a result of such work. The agreement shall be in a form approved by the Village Attorney, and shall have continuing effect during the course of such work and for all time that the obstruction or facilities or installation remain within the right-of-way, and thereafter until such obstruction is removed and the site is fully restored to the satisfaction of the Village Engineer.

I have read and have followed all requirements of Village of Sussex Ordinance 7.54 including any amendments thereto and the state plumbing code. I have included the following with this application:

1. Signed Indemnification Agreement.
2. Signed Professional Fees Reimbursement Agreement.
3. Detailed structural design.
4. Detailed potential hazards report.
5. Village Maintenance impact plan.
6. Alternative analysis.

I understand that the Village Board will hold a public hearing after the application materials have been deemed complete by the Village Engineer and the hearing has been properly noticed.

Nicholas Welch
Signature of Applicant

1/25/23
Date

FEES

Includes review, permit & public hearing \$ 535.00

TOTAL \$ 535.00

Paid by check # _____ ALL FEES ARE NON-REFUNDABLE

CONDITIONS OF APPROVAL

This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty.

- Public right-of-way shall be restored to equal or better condition. Bond posting at the Village's discretion.
- Street crossing shall be by boring or jacking if surface course pavement is in place.
- Permit expires 6 months from approval date below.
- Traffic control must meet M.U.T.C.D. requirements.

Signature - Village of Sussex

Date

Title



ELECTRIC WORK REQUEST

4793547

CUST/PROJ NAME: MERTON X35962 PART 1 CONVERSION
PROJECT LOCATION: W244N6506 WESTCHESTER DR

PREPARED BY: RYAN KERVER - TRC
E-MAIL: RYAN.KERVER@WECENERGYGROUP.COM
OFFICE #: (920) 393-9288 CELL #: (440) 539-5122
PROJECT ID: NO23002 IO #: 52956
OPERATING MAPS: 3996-7760-04
EXISTING FEEDER: X35962 - MERTON SS
PROPOSED FEEDER: Z5496 - SUSSEX SS
T-R-S - 1/4Q: T8N R19E S22SE CGS#:

TYPE OF WORK:
[X] CONVERSION 8 kV to 24.9 kV
[] CABLE REPLACEMENT [] FEEDER CUT
[] PAVING RELOCATION [X] REBUILD
[] OTHER

STAKING REQUIREMENTS:
[X] SURVEYOR [] STAKED
[] DESIGNER [] NOT NEEDED
RESTORE PRIVATE PROPERTY:
[X] YES [] NO

1PHASE OH FOOTAGE: 1654 3PHASE OH FOOTAGE:
1PHASE DB FOOTAGE: 3PHASE DB FOOTAGE:
MUG CONDUIT FOOTAGE: MUG CABLE FOOTAGE:
OF POLE INSTALLATIONS/REPLACEMENTS: 22
OF URD EQUIPMENT INSTALLATIONS/REPLACEMENTS:

JU COMPANY TIME WARNER
PROJECT #: 2022-003520
CONSTRUCTION CONTACT: MASON PIERCE
PHONE # 414-430-9156 CELL #
EMAIL Mason.Pierce@charter.com

JU COMPANY NONE
PROJECT #:
CONSTRUCTION CONTACT:
PHONE # , CELL #
EMAIL

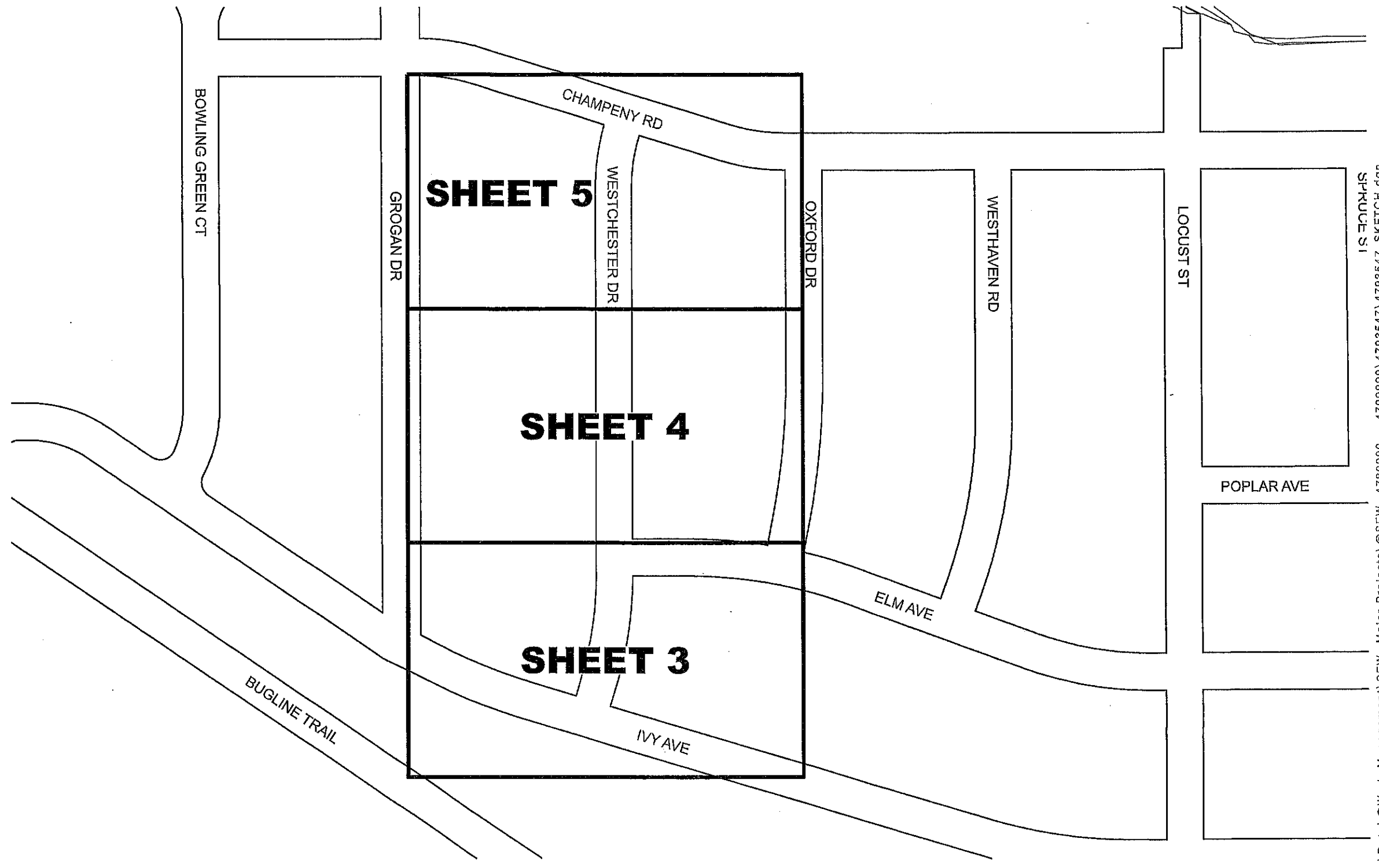
RAILROAD PERMITTING/FLAGGING REQUIRED [] YES [X] NO
RR NAME

[X] THIS IS A JUMPP PROJECT [] THIS IS NOT A JUMPP PROJECT

[X] ROW TO OBTAIN EASEMENT / ADD EASEMENT. SURVEYOR TO STAKE C/L AND MARK WIDTH OF EASEMENT ON STAKE.
[] ROW TO CONTACT CST/DESIGNER FOR EASEMENT REQ'S.
[] NO NEW EASEMENTS REQUIRED

EROSION CONTROL NOTES

- [X] IF DISTURBANCE OCCURS IN SUMMER, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED. IF DISTURBANCE OCCURS IN WINTER, TEMPORARY STABILIZATION SHALL BE SOIL STABILIZER, UNLESS NOTED. FINAL STABILIZATION IS REQUIRED IN SPRING.
[] IF DISTURBANCE OCCURS WITHIN THE SLOPE INTERCEPT, FINAL STABILIZATION SHALL BE SOIL STABILIZER, UNLESS NOTED. IF DISTURBANCE OCCURS OUTSIDE THE SLOPE INTERCEPT, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED.
[] IF DISTURBANCE OCCURS IN AGRICULTURAL FIELDS, SOIL SEGREGATION WILL NEED TO TAKE PLACE TO RETURN FIELDS TO PRE-CONSTRUCTION SOIL STRATIFICATION AND TO PRE-CONSTRUCTION ELEVATIONS.
[] DEPENDING ON THE TIME OF YEAR AND WEATHER CONDITIONS, CONSIDER USING PLATES/MATS IN WETLANDS OR CROSSING DITCHES.
[] STOCKPILE MATERIALS SHALL BE PLACED UPSLOPE FROM EXCAVATION. IF STOCKPILE MATERIALS MUST BE PLACED DOWNSLOPE OF EXCAVATION, PROTECT STOCKPILES WITH 12" WATTLES.
[] PROJECT SPECIFIC EROSION CONTROL NOTES:



WR 4793547

Table with 4 columns: REV., DESCRIPTION, BY, DATE. Row 0: DESIGN APPROVED FOR CONSTRUCTION. Row 1: ADDED THE REPLACEMENT OF ALL LIGHT POLES FED BY THIS PROJECT, PT120, 130, 260 45-5 INSTEAD OF 40-5, PT170 ELIMINATED XFMR, PT190 50KVA, INSTEAD OF 25KVA, PT230 ELIMINATED DOWNGUY ADDED SPAN GUY TO PT240 NOW 35-2, PT270 ELIMINATED XFMR, PT290 50KVA INSTEAD OF 25KVA, PT172 S3 SERVICE INSTEAD OF S2.

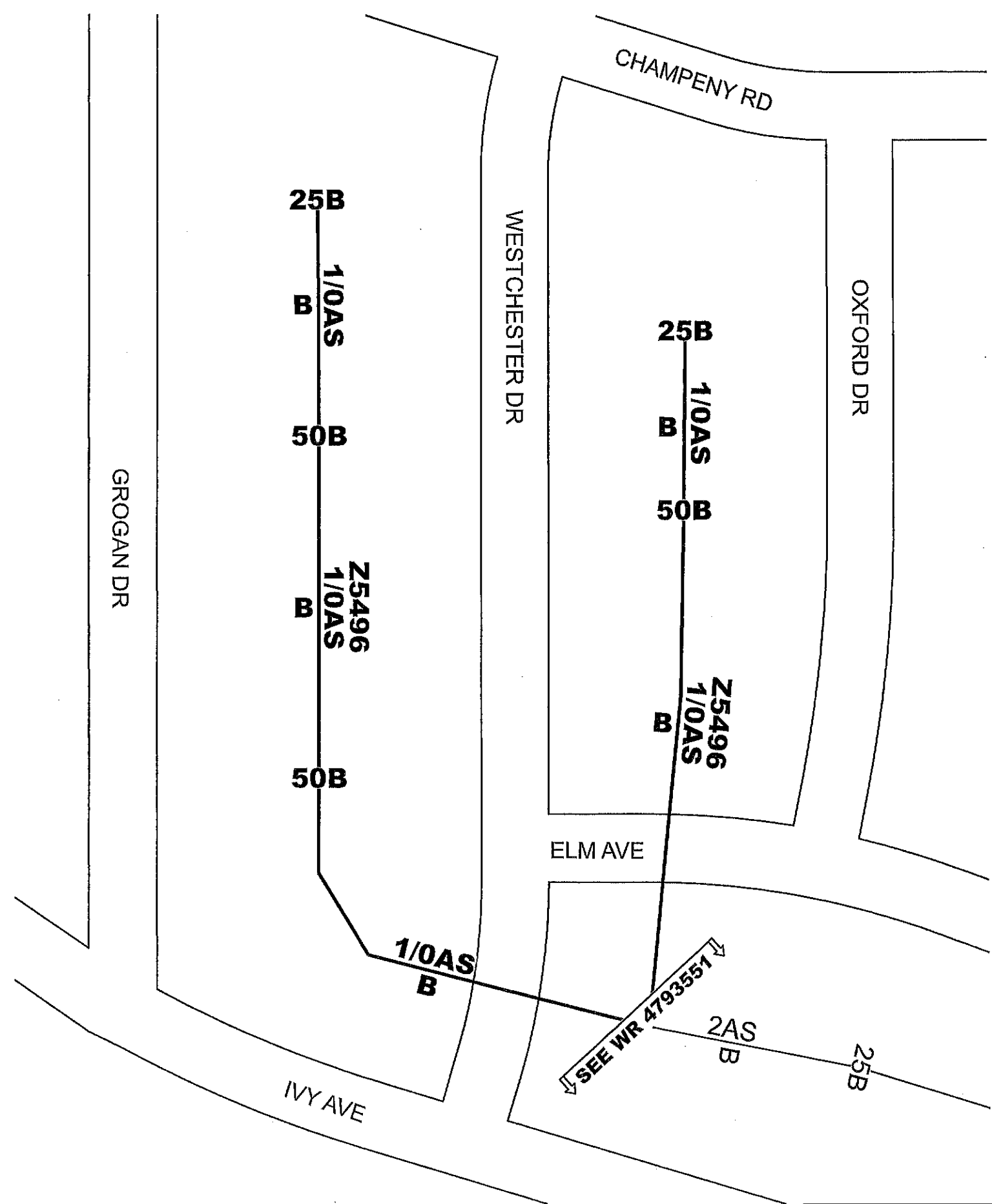
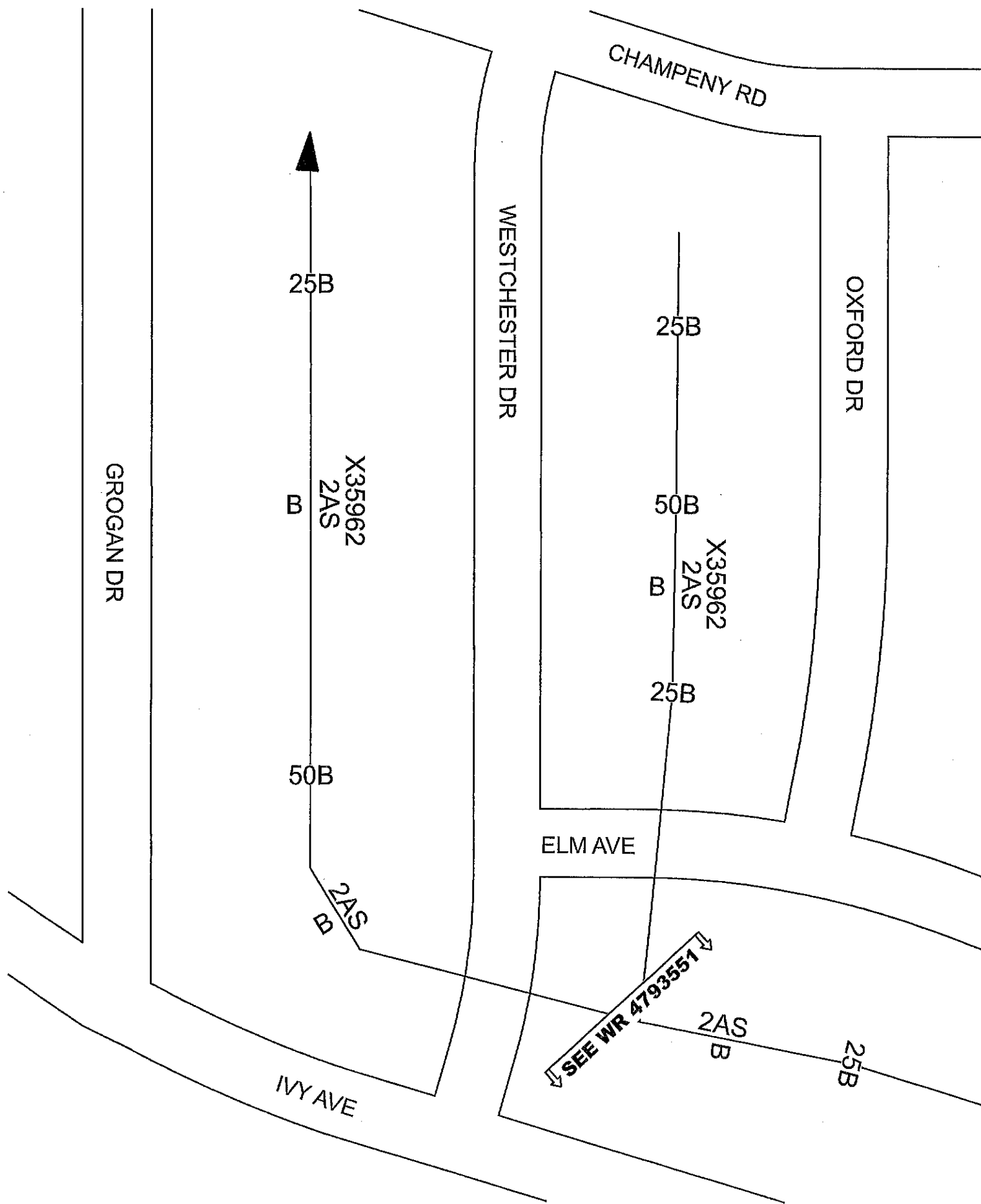
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EXISTING FEEDER X35962

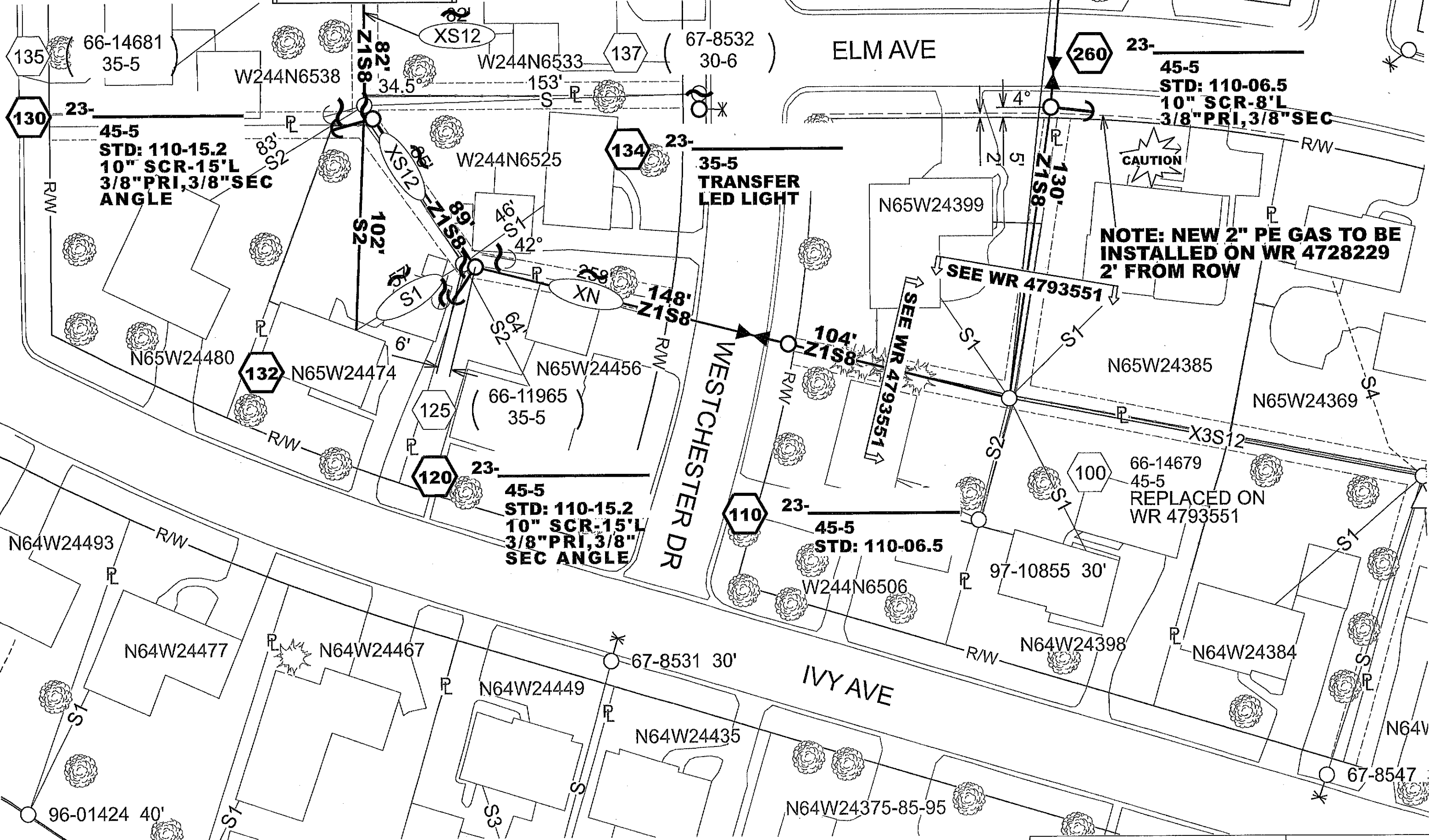
PROPOSED FEEDER Z5496

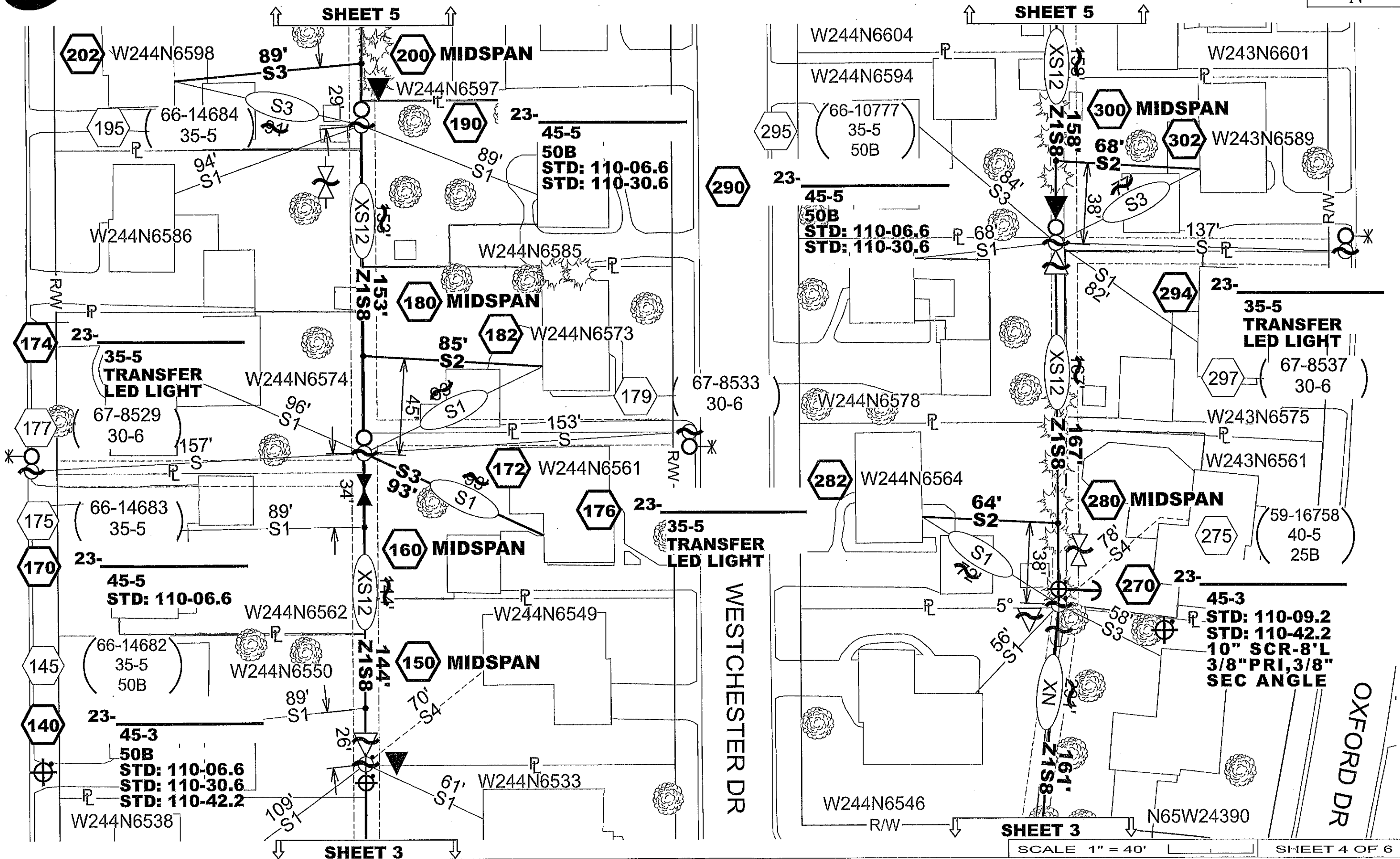


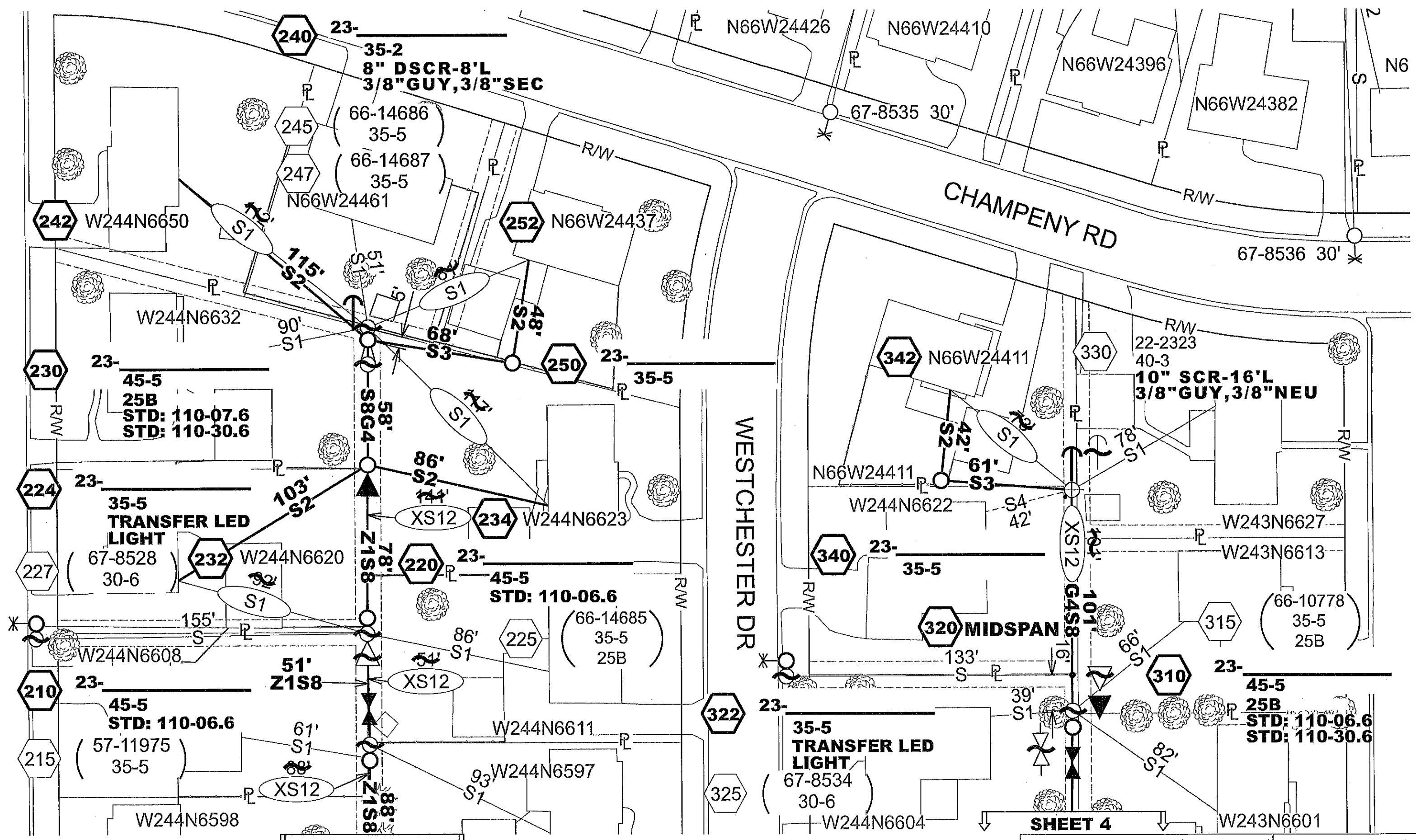


SHEET 4

SHEET 4









4793547

140

MANUFACTURER: _____
 KVA: _____ 50 _____
 VOLTAGE: _____ 120/240 _____
 LOCATION ID: _____ 23- _____
 PHASE: _____ B _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____ 203-6828 _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

190

MANUFACTURER: _____
 KVA: _____ 50 _____
 VOLTAGE: _____ 120/240 _____
 LOCATION ID: _____ 23- _____
 PHASE: _____ B _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____ 203-6828 _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

230

MANUFACTURER: _____
 KVA: _____ 25 _____
 VOLTAGE: _____ 120/240 _____
 LOCATION ID: _____ 23- _____
 PHASE: _____ B _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____ 203-6819 _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

290

MANUFACTURER: _____
 KVA: _____ 50 _____
 VOLTAGE: _____ 120/240 _____
 LOCATION ID: _____ 23- _____
 PHASE: _____ B _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____ 203-6828 _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

310

MANUFACTURER: _____
 KVA: _____ 25 _____
 VOLTAGE: _____ 120/240 _____
 LOCATION ID: _____ 23- _____
 PHASE: _____ B _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____ 203-6819 _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

Hexagon symbol

MANUFACTURER: _____
 KVA: _____
 VOLTAGE: _____
 LOCATION ID: _____
 PHASE: _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

Hexagon symbol

MANUFACTURER: _____
 KVA: _____
 VOLTAGE: _____
 LOCATION ID: _____
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Hexagon symbol

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Hexagon symbol

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 MATERIAL #: _____
 ASSET ID #: _____
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 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

WE ENERGIES - ELECTRIC OPERATIONS

CLEARANCE NOTES:

- LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.
- MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.
- THIS APPLIES TO GAS AND WATER MAINS.
- MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.
- MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER.
- MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.

NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.

OVERHEAD PRIMARY
E, F, H, Q, R, W, X or Z

- Z 1 #2 ACSR
- Z1 1 #1/0 ACSR
- Z2 1 #3/0 ACSR
- Z3 3 #2 ACSR
- Z4 3 #1/0 ACSR
- Z5 3 #3/0 ACSR
- Z7 3 #336 ACSR
- Z9 SPECIAL LIST ON SKETCH
- Z10 1 WIRE REMOVAL
- Z11 2 WIRE REMOVAL
- Z12 3WIRE REMOVAL

STANDARD WIRE KEY

DIRECT BURY PRIMARY - E, F, H, Q, R, W, X or Z

- Z13 1 #1 AL 25KV
- Z14 3 #1 AL 25KV
- Z15 3 #500 AL 28KV
- X16 1 #2 AL 15KV
- X17 3 #2 AL 15KV
- X18 3 #500 AL 15KV
- R19 3 #1/0 AL 35KV
- R20 3 #750 AL 35KV
- Z21 3 #750 AL 28KV
- X22 1 #2 Cu 15kV
- X23 3 #2 Cu 15kV
- Z24 1 #2 Cu 25kV
- Z25 3 #2 Cu 25kV
- X26 3 #500 Cu 15kV
- Z27 3 #500 Cu 28kV
- Z28 3 #750 Cu 28kV
- Z29 SPECIAL - LIST ON SKETCH

NEUTRAL

- N 1-#2 ACSR
- N1 1-#1/0 ACSR
- N2 1-#3/0 ACSR
- N3 1-#4/0 AL
- N4 1-#336 ACSR
- N5 REMOVAL

GUYING

- G 1/4" ARM GUY
- G1 5/16" ARM GUY
- G2 3/8" ARM GUY
- G3 5/16" POLE GUY
- G4 3/8" POLE GUY
- G5 7/16" POLE GUY

SECONDARY - 1PHASE

- S 6DX
- S1 4 TX
- S2 2 TX
- S3 1/0 TXR
- S4 3/0 TXR
- S5 350 TXR
- S6 750 TXR
- S7 1/0 TXF
- S8 4/0 TXF
- S9 336 TXR
- S10 750 TXF
- S11 3 WIRE REMOVAL
- S12 3 WIRE MAIN
- S14 6DX CIC
- S15 1/0TX CIC

SECONDARY - 3PHASE

- \$ 1/0 TXF
- \$1 4/0 TXF
- \$2 336 TXF
- \$3 3/0 TX
- \$4 350 TX
- \$5 750 TX
- \$6 1/0 QXF
- \$7 3/0 QXF
- \$8 350 QXR
- \$9 750 QXR
- \$10 3 WIRE REMOVAL
- \$11 3/0 QXR
- \$12 4 WIRE REMOVAL

EROSION CONTROL LEGEND

	APPROXIMATE LOCATION FOR UNDERGROUND FACILITY EXCAVATION
	INLET PROTECTION, TYPE A/B/C/D
	12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION EEL
	STONE DITCH CHECK
	ROCK BAG
	MULCH
	SOIL STABILIZER, TYPE B
	EROSION MAT CLASS I, TYPE A
	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
	EROSION MAT CLASS I, TYPE B URBAN
	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	APPROXIMATE DEWATERING BASIN LOCATION
	SURFACE WATER FLOW

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)

General

1. If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.

Erosion Control

2. If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented.
3. Erosion Control BMP's shall meet or exceed the approved WDNR Storm Water Management Technical Standards (http://dnr.wi.gov/topic/stormwater/standards/const_standards.html). Refer to We Energies Construction Site Sediment and Erosion Control Standards.
4. Inspect installed erosion control BMP's at least one time per week and after 1/2" rain events: repair as necessary.
5. When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.

Contaminated Soils

6. Whenever soil exhibiting obvious signs of contamination (e.g., discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety, and contact the Operations Supervisor or Inspector.

Spills

7. If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478:
 - a. Any quantity of oil is spilled into surface water;
 - b. Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land;
 - c. Any oil spill containing greater than 500 ppm PCB;
 - d. Five gallons or more of oil spilled to the ground;
 - e. Any oil spill involving a police department, fire department, DNR, or concerned property owner.

Notes 8 through 27 apply as noted at specific points within each work request:

Dewatering

8. Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.

Wetlands

9. As much as practicable, the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands.
10. All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands.
11. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations.
12. Excavated soils cannot be stockpiled in wetlands.

13. All excess spoils shall be removed from wetlands and placed in a suitable upland location.
14. Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration of pre-construction soil stratification, and restoration to pre-construction elevations.
15. Poles scheduled to be removed, and that occur within wetland, shall be cut at the ground surface.

Waterways

16. No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams.
17. No crossing of navigable waterways with equipment can occur. Foot traffic is allowed.
18. Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.

Threatened and Endangered Species

19. Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided.
20. In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15.
21. Exclusion fencing must be installed at the work area prior to March 15.
22. A qualified biologist must be present when conducting work at this location.

Invasive Species

23. State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Rights-of-Way Best Management Practices should be followed: (<http://council.wisconsinforestry.org/invasives/transportation/>).

Cultural and Historical Resources, cont.

24. The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction.
25. If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it.
26. A "qualified archaeologist," as specified under Wis. Stats 157.70 (1) (i) and Wis. Admin. Code HS 2.04 (6), must be present to monitor all ground disturbing activities.

Frac-out Contingency Plan

27. A frac-out contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components.
 - a. Continuously inspect the bore paths for frac-outs in order to respond quickly and appropriately.
 - b. Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a frac-out occur.
 - c. A vac truck shall be accessible on short notice in order to respond quickly to a frac-out.





N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5211
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

MEMORANDUM

To: Village Board
From: Jennifer Moore, Village Clerk
Re: Village Board Meeting- February 28, 2023
Date: February 23, 2023

4.A. Village President Report- report on meetings attending, upcoming communications, and recognitions.

1. The Volunteer of the Year Award for 2022 is going to Heidi Konrath
2. The Volunteer Group of the Year Award for 2023 is going to Lannon Stone Touch-A-Truck Crew

The Village President will present the awards to the winners at the meeting.

3. Lake Country Municipal Court Update from the Honorable Judge Timothy T. Kay. The Municipal Court Judge will give his annual update on the Court to the Village Board

4.B. Public Work Director/Village Engineer Judy Neu will introduce the Public Hearing for the Above Grade Right of Way Permit for WE Energies near Ivy Avenue and Westchester Road. The Above Grade Right of Way Permit has the approval set forth later on the agenda. Village Ordinance requires a public hearing whenever new above grade structures are to be placed in the right of way (replacement of existing facilities does not require this step). Please see the application for more information.

5.C.1. Melinda Weaver Park courts are schedule for replacement in 2023. Failing court surfaces will be rehabbed and repurposed to provide pickleball courts (4), tennis court (1) with pickleball striping, basketball court, parking lot, concrete patio and walkway from sidewalk, new fencing, and addresses stormwater issues that were impacting the court surfaces. The Parks and Recreation Board recommends the contract for Melinda Weaver Park be awarded to PLM at the base bid plus alternate 1 for \$388,670.35. As previously planned Village funds will remain at \$90,000 for this project with the rest of the project being covered by ARPA funds. Please see the memo from Halie Dobbeck, Parks and Recreation Director for more information.

5.C.2. The Parks and Recreation Board recommends approval of the amended contract for the Fourth of July Fireworks with Wolverine Fireworks Display, Inc. in the amount of \$21,000.00.

5.E.1. The Plan Commission recommends approval of the CSM to divide Tax Key No. 227.999.001 for the Vista Run Subdivision into four lots subject to compliance with the comments and conditions in the memo from the Village Engineer dated February 15, 2023, standard conditions of CSM approval and Exhibit A, and removing the structures on Lot 4 within 24 months from the date of recording. This will allow the developer to proceed with

purchasing lands to construct the secondary access out to Silver Spring and to allow the Village to purchase the parklands. Please see the CSM and memo from Village Engineer Judy Neu for more information.

5.F.1. The Public Safety and Welfare Committee recommends approval of the Joint Powers Agreement County 911 Emergency System. This annual agreement provides that if an emergency vehicle is dispatched through the Waukesha County 911 System, services shall be rendered regardless of whether the vehicle is outside normal jurisdictional boundaries. Please see the Agreement for more information.

9.A.1. Staff recommends approval of the Above Grade Right of Way Permit for WE Energies near Ivy Avenue and Westchester Road. WE Energies will install two poles in the right of way on Westchester Drive and Elm Avenue. Village Ordinance requires a public hearing whenever new above grade structures are to be placed in the right of way (replacement of existing facilities does not require this step). Please see the application for more information.



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

M E M O R A N D U M

To: Village Board
 From: Halie Dobbeck, Parks and Recreation Director
 Re: Melinda Weaver Park – Construction Bids
 Date: February 13, 2023

Bids for the 2023 Melinda Weaver Park build were received and opened at 10:00AM on Thursday February 9, 2023. Six (6) bids were received and are listed below.

Contract	City, State	Total Base Bid Price	Total Alternate No. 1 Bid Price	Project Grand Total Bid Price With Alternate No. 1
Parking Lot Maintenance, Inc.	Pewaukee, WI	\$378,380.77	\$10,289.58	\$388,670.35
C.W. Purpero, Inc.	Oak Creek, WI	\$379,803.00	\$12,628.00	\$392,431.00
Vinton Construction Company	Manitowoc, WI	\$402,162.80	\$11,960.10	\$414,122.90
Buteyn-Peterson Construction Company, Inc.	Sheboygan, WI	\$442,268.57	\$3,616.00	\$445,884.57
Poblocki Paving Corporation	West Allis, WI	\$499,678.00	\$11,602.00	\$511,280.00
Workman Enterprises LLC	New Berlin, WI	\$520,463.00	\$12,465.00	\$532,928.00

This project rehabs the failing court surfaces (2 tennis and 1 Basketball) which were scheduled for replacement in 2023 and repurposes them to provide pickleball courts (4), tennis court (1) with pickleball striping, basketball court, parking lot, concrete patio and walkway from sidewalk, new fencing, and addresses stormwater issues that were impacting the court surfaces. We expect construction to start in mid-June of this year. Parking Lot Maintenance, Inc. (PLM) completed the Pickleball Courts in Oconomowoc in 2022 and has successfully completed this type of work. The contractor will have 90 days after they start to complete the project. Pricing is up due to inflation. The Village anticipated using \$90,000 of General Funds for this project, which amount will be able to stay the same due to available ARPA funds.

Staff recommends that the Village award the contract to PLM at the base bid with alternate No. 1 and unit prices specified in the bid proposal for work actually performed, for \$388,670.35.

WOLVERINE FIREWORKS DISPLAY, INC.

205 W. Seidlers Road
Kawkawlin, Michigan 48631
Phone: (989) 662-0121
Fax: (989) 662-0122

WISCONSIN WAREHOUSE:
Phone: (262) 968-4178

CONTRACT

This contract entered into this 13th day of February, 2023, by and between WOLVERINE FIREWORKS DISPLAY, INC., hereinafter referred to as “**WOLVERINE**” A Michigan Company, duly licensed by the BATFE, and Village of Sussex, hereinafter referred to as “Sponsor”.

1. Wolverine agrees to furnish Sponsor, in accordance with the terms and conditions set forth herein, One (1) fireworks display as per this signed and accepted contract. This will include trained and qualified Pyrotechnicians to deliver, setup, execute and take down the pyrotechnic display.
2. Wolverine agrees to provide insurance coverage of Ten Million Dollars, Bodily Injury and Property Damage and the statutory limits for Worker’s Compensation Insurance. The Sponsor will be named as additional insured on the certificate. This insurance covers the operations of Wolverine only and does not extend to any other aspect of the event.
3. The date of this display is: **July 4th, 2023** at: **9:20pm** pm. In the event of inclement weather, the display will be rescheduled for the **next night July 5th, 2023** at no additional cost to the Sponsor (dates around the 4th of July are excluded unless approved by Wolverine). In the event the display is rescheduled to a date not the next night, there will be an additional 15% cost added to the contract amount to cover additional expenses involved. In the event the Sponsor does not choose to reschedule another date or cannot agree to a mutually convenient date, the Sponsor shall pay the Contractor an amount equal to 40% to cover Wolverine’s cost, damages, and expenses.
4. The cost of the display is: **\$21,000.00** plus tax (unless exempt). A deposit in the amount of: **\$10,500.00** shall be made upon signing of contract, no later than 90 days prior to display date. If the display is cancelled by sponsor after deposit is paid but prior to 30 days before the display, Sponsor will forfeit 25% of deposit. If display is cancelled by Sponsor 30 days prior to display or after, Sponsor will forfeit 100% of deposit.
5. The balance due shall be paid to Wolverine within 10 days following the display.
6. A 2.5% Hazardous Material Handling fee of **\$525.00** will be added to the invoice (based on the display cost) along with any permit fees paid by Wolverine. There will be a 1.5% late charge added to the invoice on any outstanding amount not paid in full by the agreed upon date.
7. Sponsor, at Sponsor’s expense, agrees to provide Wolverine with a suitable display site that meets the guidelines as set forth in NFPA 1123 and meeting the approval of Wolverine. All permits necessary for the display shall be the responsibility of the Sponsor. All necessary police, fire, and other appropriate protection necessary for proper crowd control, automobile parking, and display site security will be the responsibility of the Sponsor and in accordance with the provisions of NFPA 1123.
8. After the display, Wolverine will conduct a post display search of the area/fallout zone for any unexploded fireworks. Sponsor explicitly acknowledges that an early morning first light search of the Display Site as defined in NFPA 1123 is of utmost importance and the search will be conducted by the Sponsor. If any unexploded shells or devices are found, Wolverine will be contacted immediately to

properly disposed of said material. Wolverine will be responsible for the removal of all equipment provided by Wolverine. Sponsor will be responsible for any remaining cleanup that may be required after the display.

9. Sponsor agrees to defend and hold Wolverine harmless from and against all claims and any penalties, damages, and costs made against and/or incurred by Wolverine in the event (1) the display does not commence on the date and time contemplated by this contract or is otherwise disrupted because of equipment or product malfunction or failure, and/or (2) Sponsor's breach of its obligations under the contract.
10. The laws of the State of Wisconsin shall govern this contract. Nothing in this contract shall be construed as forming a partnership between the Sponsor and Wolverine. Neither party shall be held responsible for any agreements nor obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.
11. If Wolverine, in its sole determination, is unable to supply the size and type of fireworks proposed due to supply chain issues, Wolverine will substitute with fireworks of equal monetary value, in its sole discretion, if possible. If no such supply is available, Wolverine will refund Sponsor any deposit paid, and this agreement will be cancelled without penalty to Wolverine or Sponsor.
12. This contract constitutes the entire agreement between the parties and shall be binding on the parties, their heirs, executors, administrators, successors, and assigns.
13. Any Additional Provisions:

WOLVERINE FIREWORKS DISPLAY, INC.

VILLAGE OF SUSSEX

By: _____

By: _____

Date Signed: ____/____/____

Date signed ____/____/____

Address: 205 W. Seidlers Road
Kawkawlin, MI 48631
Gina@wolvdisplay.com

Address: N64W23760 Main Street
Sussex WI 53089

Phone: 262-246-5200 Office

Email: Halie Dobbeck
hdobbeck@villagesussex.org



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

MEMORANDUM

To: Gabe Gilbertson, Community Development Director
From: Judith A. Neu, Village Engineer
Date: February 15, 2023
Re: Vista Run CSM – Park Land Area

Following are comments and concerns of Engineering Division staff regarding the Vista Run CSM that was prepared by S.E.H. for Neumann Development on behalf of Hickory Hill Farms, Inc. and Harvest View Farms, Inc. and received in this office on February 7, 2023.

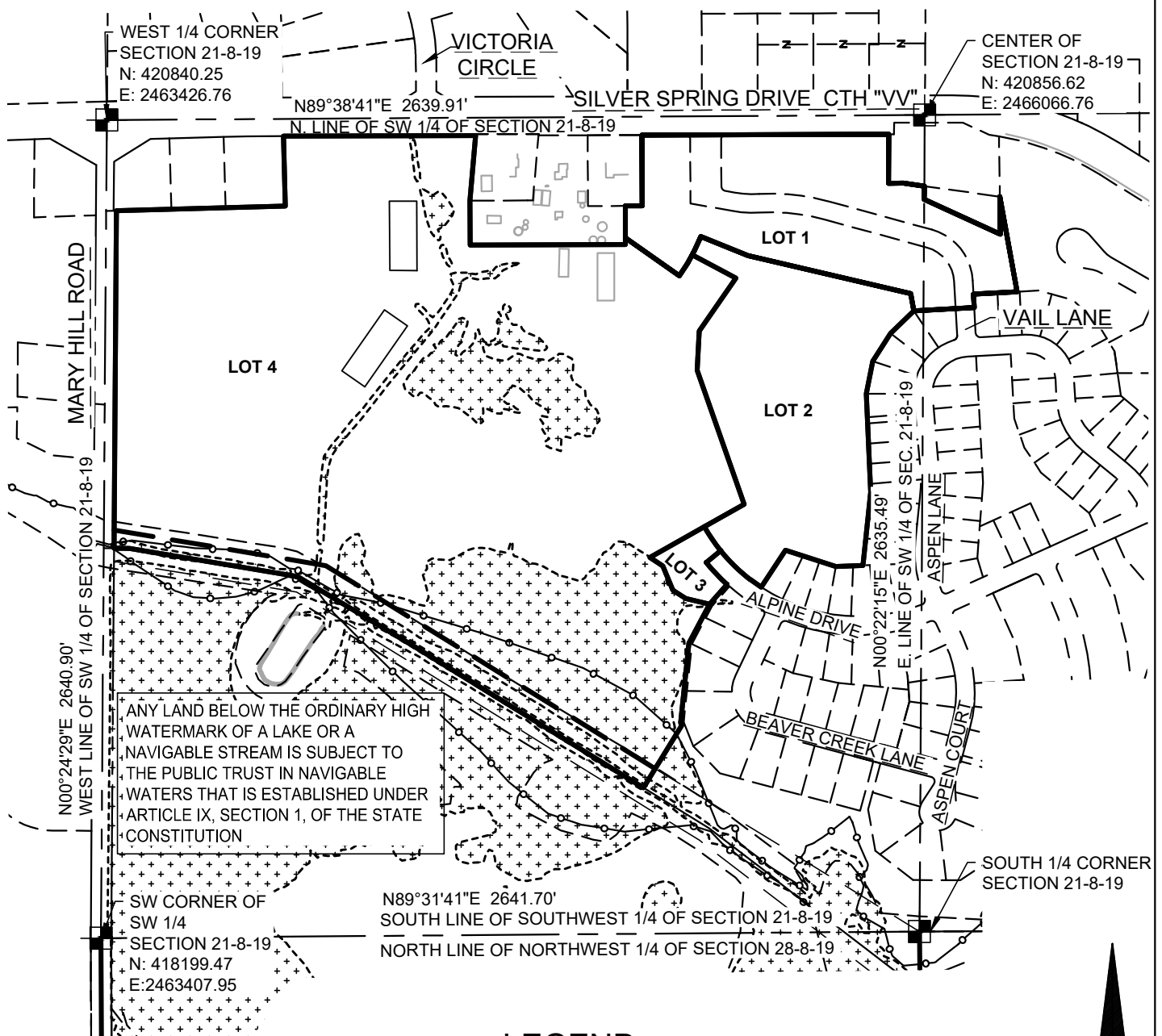
1. I assume that the plat for Vista Run IV will be recorded prior to recording this CSM. If it won't be recorded, then references to Vista Run IV need to be removed and the land shown as Outlot 1 of Vista Run subdivision. If it will be recorded, then Aspen Lane needs to be labeled per that plat.
2. I'd like to see a details showing the short lot lines along Outlot 15 (around the 9.92 foot distance).
3. How will lot 2 of this CSM be dedicated to the Village for Park purposes? If the intent is that it will be dedicated by separate deed, then no further changes are required. If the intent is to dedicate it via this CSM, then it needs to be labeled as such on the CSM.
4. Sheet 3 of 12: There seems to be some errors in the boundary around the cemetery west of the S00°22'21"W, 42.56' call when compared to the quit claim deed recorded as Doc. 4567438. Please also fix the same area in the Surveyor's Certificate.
5. Sheet 4 of 12: The Delta of C12 was recorded as 90°00'07" in the easement document. Please verify and explain the difference.
6. Sheet 5 of 12: It is my understanding that some of the buildings currently shown on Lot 3 of CSM 12082 may have been removed since the original CSM was recorded. Please verify and remove those that no longer exist.

If you have any questions or comments, please respond in writing. If you agree with these comments, please forward them to the Developer and Surveyor.

CERTIFIED SURVEY MAP NO. _____

BEING PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12082, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

LOCATION MAP



ANY LAND BELOW THE ORDINARY HIGH WATERMARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION

LEGEND

CONCRETE MONUMENT W/ BRASS CAP FOUND

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE WEST LINE OF THE SW 1/4 OF SECTION 21-8-19 AS N00°24'29"E.

SCALE: 1" = 500'



DATED THIS 2ND DAY OF FEBRUARY, 2023



SURVEY FOR: NEUMANN COMPANIES INC. N27W24025 PAUL CT. STE 100 PEWAUKEE, WI 53072 262-542-9200

SURVEYOR: KEITH A. KINDRED, PLS S-2082 SEH, INC. 501 MAPLE AVE. DELAFIELD, WI 53018 (414) 949-8919

OWNER: HICKORY HILL FARMS, INC. AND HARVEST VIEW FARMS, INC. N67W25913 SILVER SPRING DR. SUSSEX, WI 53089-2503 (262) 349-3738

PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



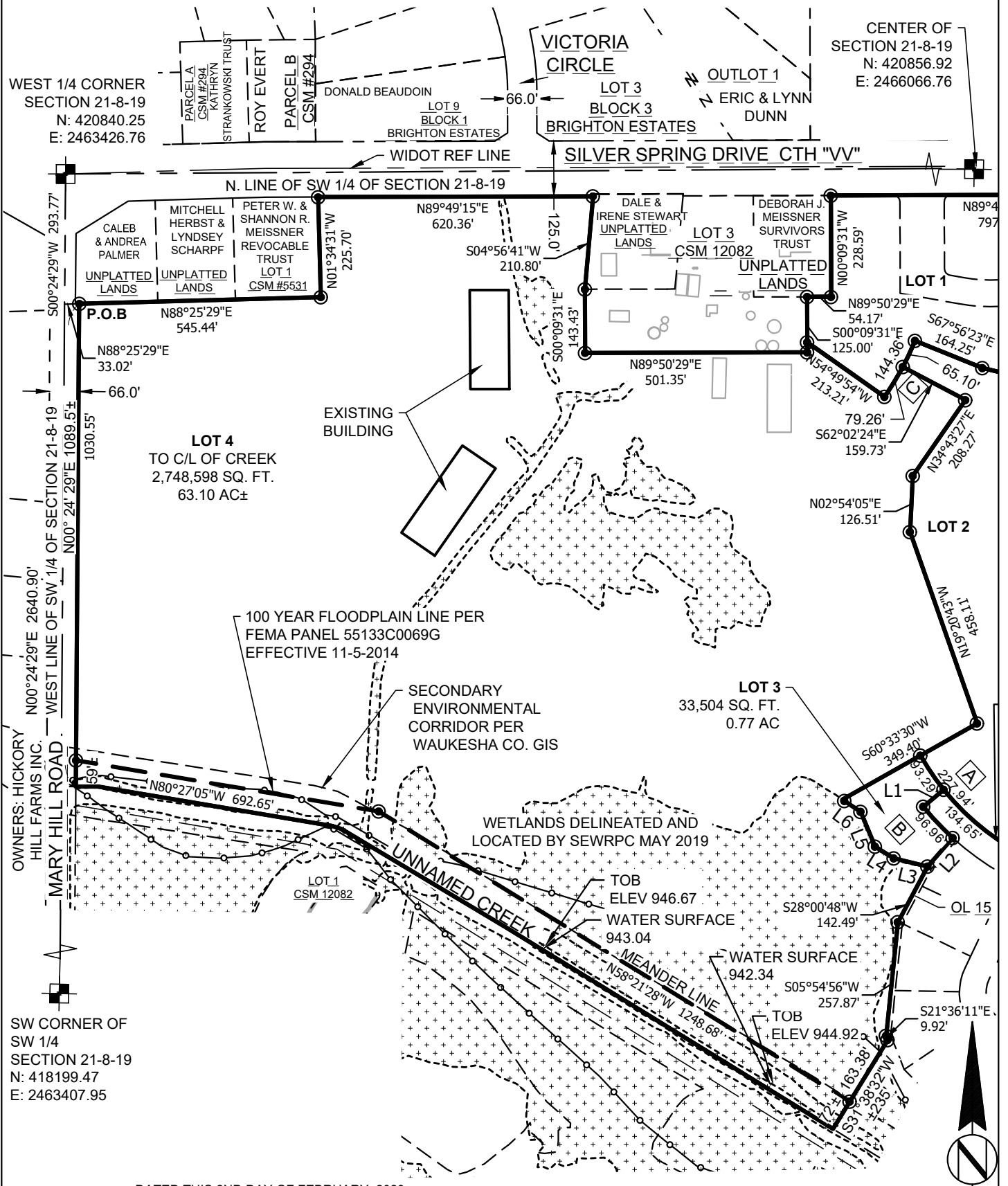
PROJECT NO. NEUMA #149103

THIS INSTRUMENT DRAFTED BY KENNETH BRAUNLING

SHEET 1 OF 12

CERTIFIED SURVEY MAP NO.

BEING PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12082, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN



DATED THIS 2ND DAY OF FEBRUARY, 2023

LEGEND

- - 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- ⊙ - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)



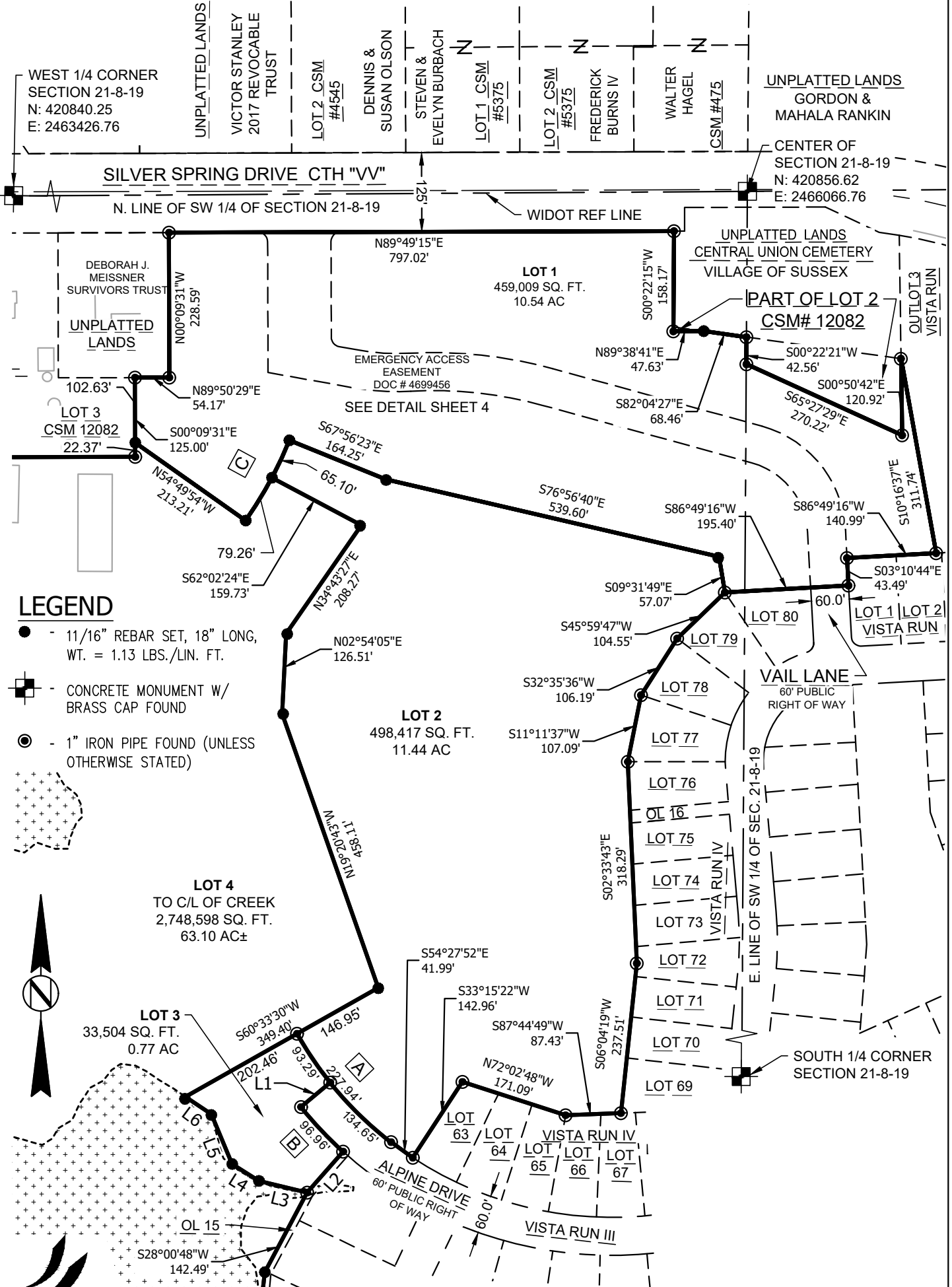
PHONE: 414.949.8962
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

SCALE: 1" = 300



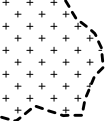
CERTIFIED SURVEY MAP NO.

BEING PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12082, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN



LEGEND

- - 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- - CONCRETE MONUMENT W/ BRASS CAP FOUND
- ⊙ - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)



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 DELAFIELD, WI 53018-9351
 www.sehinc.com

SCALE: 1" = 200'

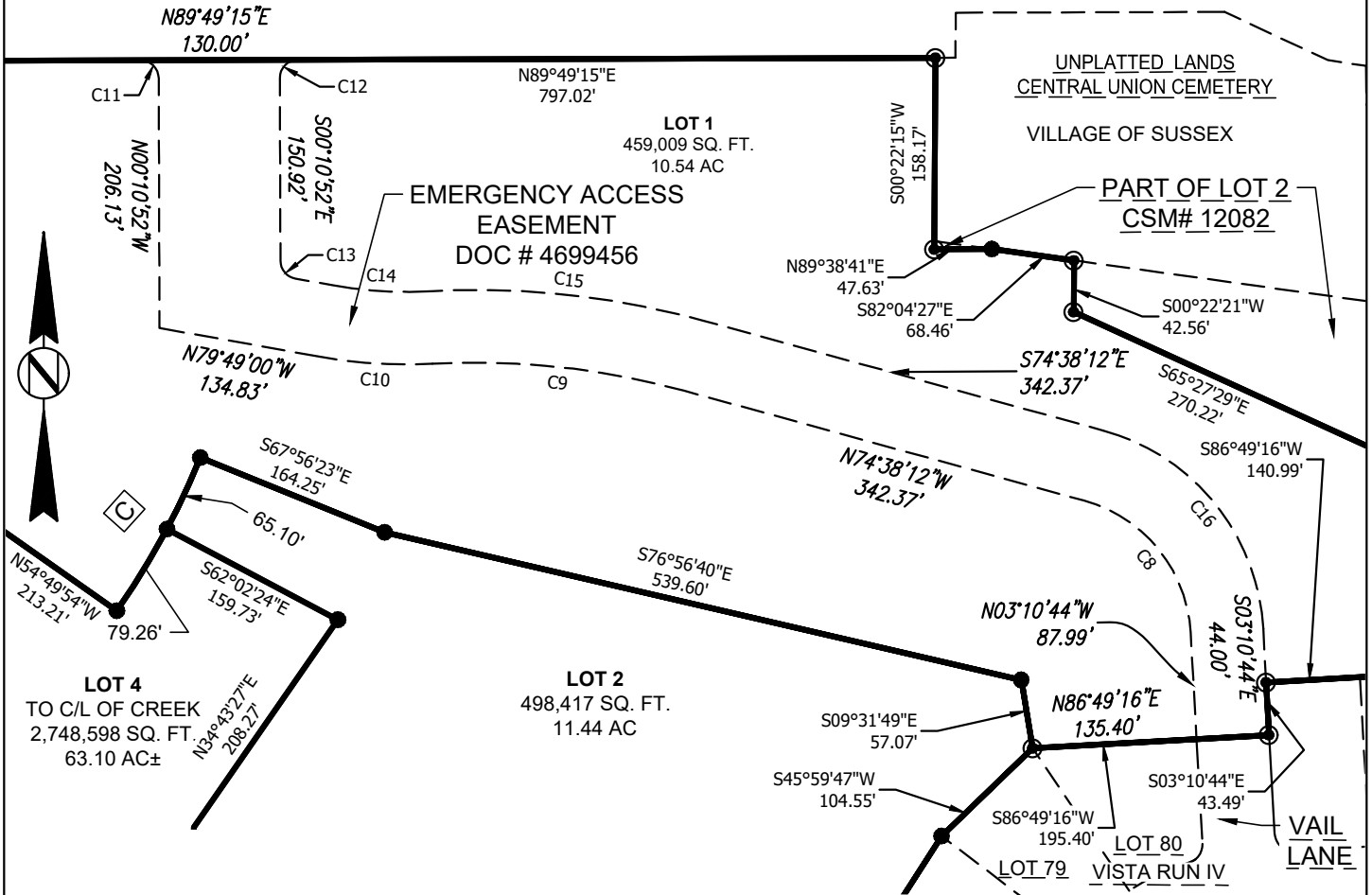


DATED THIS 2ND DAY OF FEBRUARY, 2023

CERTIFIED SURVEY MAP NO.

BEING PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12082, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

LOT 1 EMERGENCY ACCESS EASEMENT DETAIL



CURVE TABLE							
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
C8	120.00'	71°27'32"	149.66'	140.15'	N38°54'28"W	N03°10'42"W	N74°38'14"W
C9	650.00'	18°29'49"	209.84'	208.93'	N83°53'06"W	N74°38'12"W	S86°52'00"W
C10	400.00'	13°19'01"	92.97'	92.76'	S86°28'30"E	S79°49'00"E	N86°52'00"E
C11	15.00'	89°58'58"	23.56'	21.21'	N45°10'49"W	N00°11'20"W	S89°49'42"W
C12	15.00'	89°58'58"	23.56'	21.21'	S44°49'11"W	S89°48'40"W	S00°10'18"E
C13	15.00'	79°38'00"	20.85'	19.21'	S39°59'56"E	S00°10'56"E	S79°48'56"E
C14	340.00'	13°19'03"	79.03'	78.85'	S86°28'30"E	S79°48'58"E	N86°51'58"E
C15	710.00'	18°29'50"	229.21'	228.22'	N83°53'06"W	N74°38'11"W	S86°51'59"W
C16	180.00'	71°27'25"	224.49'	210.22'	N38°54'28"W	N03°10'46"W	N74°38'10"W

LEGEND

- - 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- ⊕ - CONCRETE MONUMENT W/ BRASS CAP FOUND
- ⊙ - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)

SCALE: 1" = 150



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DATED THIS 2ND DAY OF FEBRUARY, 2023

CERTIFIED SURVEY MAP NO.

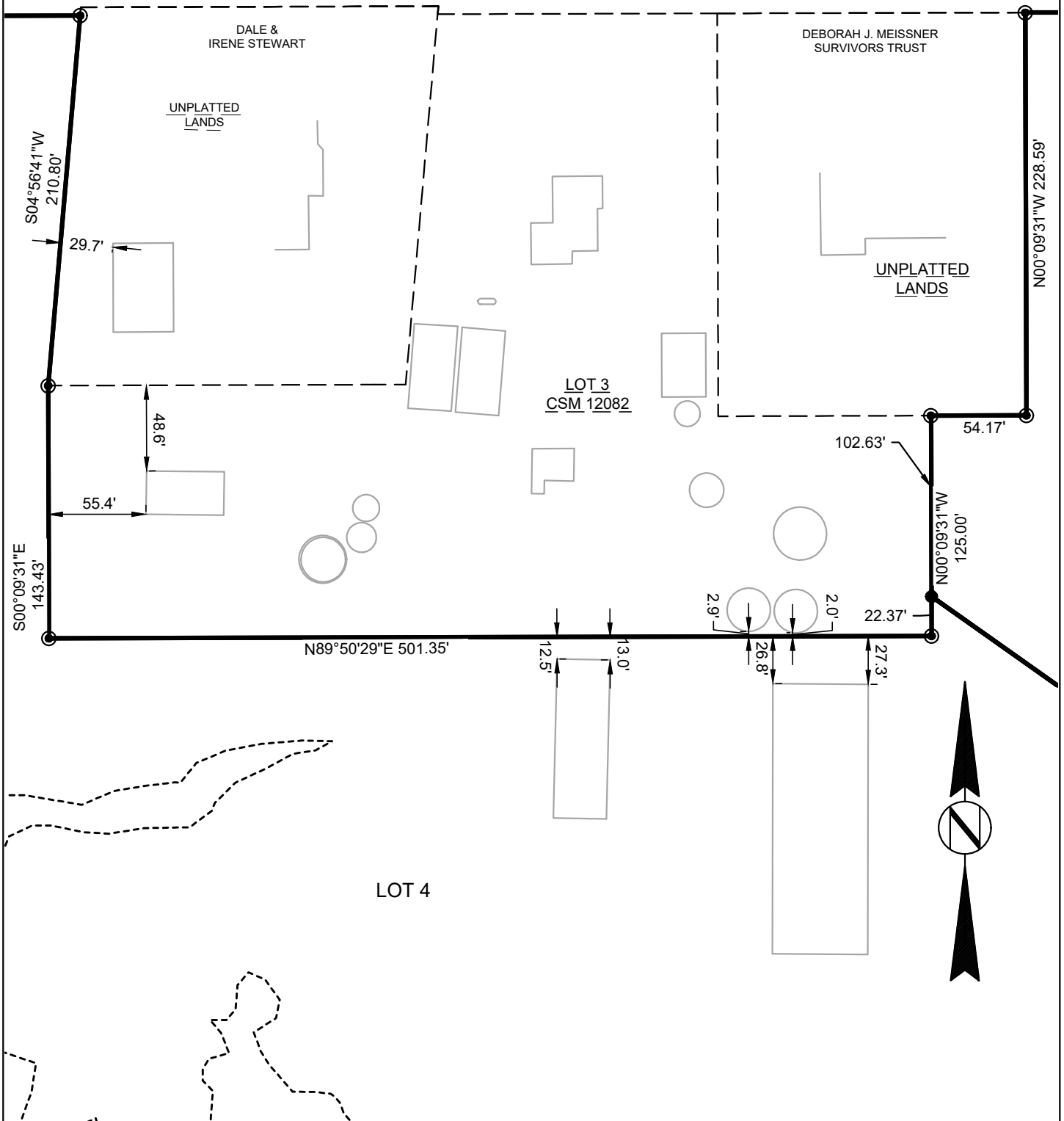
BEING PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12082, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

WIDOT REF LINE

N. LINE OF SW 1/4 OF SECTION 21-8-19

SILVER SPRING DRIVE CTH "VV"

**LOT 3 CSM
12082 DETAIL**



LEGEND

- - 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- ⊙ - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)

SCALE: 1" = 80'



DATED THIS 2ND DAY OF FEBRUARY, 2023



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CERTIFIED SURVEY MAP NO. _____

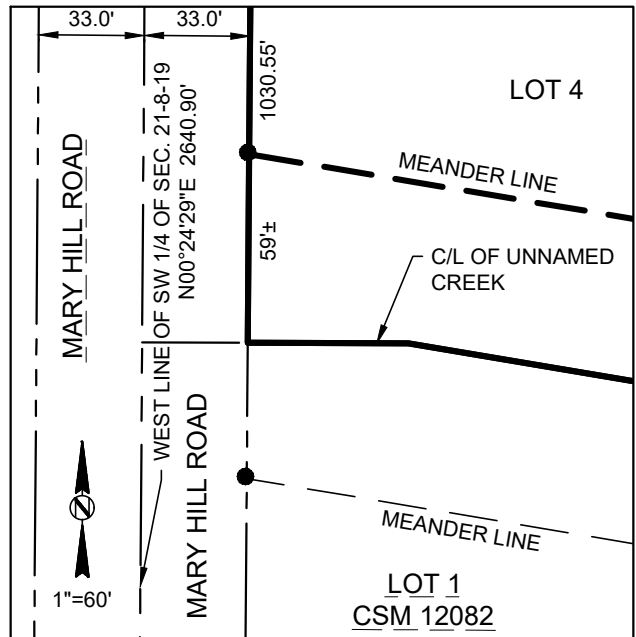
BEING PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12082, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

CURVE TABLE

CURVE	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
A	LOT 2	570.00'	22°54'43"	227.94'	226.42'	N40°53'51"W	N52°21'13"W
	ROW	570.00'	13°32'07"	134.65'	134.34'	S45°35'10"E	S38°49'08"E
	LOT 3	570.00'	9°22'38"	93.29'	93.18'	S34°07'49"E	S29°26'30"E
B	LOT 3	630.00'	8°49'03"	96.96'	96.86'	S43°19'23"E	S38°54'51"E
C	LOT 1	630.00'	13°07'43"	144.36'	144.04'	S28°36'14"W	S22°02'23"W
	LOT 2	630.00'	5°55'14"	65.10'	65.07'	N25°00'00"E	N27°57'36"E
	LOT 4	630.00'	7°12'29"	79.26'	79.21'	N31°33'51"E	N35°10'06"E

LINE TABLE

LINE	LENGTH	DIRECTION
L1	60.01'	S50°10'35"W
L2	85.96'	S41°21'31"W
L3	78.35'	N76°29'07"W
L4	49.80'	N57°50'27"W
L5	85.31'	N22°30'41"W
L6	49.46'	N56°20'28"W



DETAIL

DATED THIS 2ND DAY OF FEBRUARY, 2023



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CERTIFIED SURVEY MAP NO.

BEING PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12082, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:



I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped a part of Lot 2 of Certified Survey Map No. 12082, located in the Northwest 1/4, Northeast 1/4, Southeast 1/4, and Southwest 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southeast 1/4, of Section 21, Township 8 North, Range 18 East, in the Village of Sussex, Waukesha County, Wisconsin more particularly described as follows:

Commencing at the West 1/4 corner of Section 21; thence South 00°24'29" West, along the West line of the Southwest 1/4 of said Section 21, a distance of 293.77 feet; thence North 88°25'29" East, 33.02 feet, to a point on the East Right of Way of Mary Hill Road, said point also being the Point of Beginning; thence continuing North 88°25'29" East, 545.44 feet to the Southeast corner of Lot 1 of Certified Survey Map No. 5531; thence North 01°34'31" West, along the East line of said Lot 1, a distance of 225.70 feet to the Southerly Right of Way of Silver Spring Drive / C.T.H. "VV"; thence North 89°49'15" East, along said Southerly Right of Way 620.36 feet; thence South 04°56'41" West, 210.80 feet; thence South 00°09'31" East, 143.43 feet to the Southwest corner of Lot 3 of Certified Survey Map No. 12082; thence North 89°50'29" East, along the South line of said Lot 3 a distance of 501.35 feet to the Southeast corner of said Lot 3; thence North 00°09'31" West, along the East line of said Lot 3 a distance of 125.00 feet; thence North 89°50'29" East, 54.17 feet; thence North 00°09'31" West, 228.59 feet to the Southerly Right of Way of Silver Spring Drive / C.T.H. "VV"; thence North 89°49'15" East, along said Southerly Right of Way 797.02 feet to the Westerly line of Unplatted Central Union Cemetery; thence the following six courses along the Southerly limits of said Central Union Cemetery, South 00°22'15" West, 158.17 feet; thence North 89°38'41" East, 47.63 feet; thence South 82°04'27" East, 68.46 feet to a point on the East line of the Southwest 1/4 of Section 21; thence South 00°22'21" West, along said East line, 42.56 feet; thence South 65°27'29" East, 270.22 feet; thence North 00°50'42" West, 120.92 feet; thence South 10°16'37" East, 311.74 feet; thence the following twelve courses along the Easterly line of Lot 2 of Certified Survey Map No. 12082 South 86°49'16" West, 140.99 feet; thence South 03°10'44" East, 43.49 feet; thence South 86°49'16" West, 195.40 feet; thence South 45°59'47" West, 104.55 feet; thence South 32°35'36" West, 106.19 feet; thence South 11°11'37" West, 107.09 feet; thence South 02°33'43" East, 318.29 feet; thence South 06°04'19" West, 237.51 feet; thence South 87°44'49" West, 87.43 feet; thence North 72°02'48" West, 171.09 feet; thence South 33°15'22" West, 142.96 feet to the Northerly Right of Way of Alpine Drive; thence North 54°27'52" West, along said Northerly line 41.99 feet; thence Northwesterly 134.65 feet along said Northerly Right of Way and along the arc of a curve to the right, with a radius of 570.00 feet, whose chord bears North 45°35'10" West, 134.34 feet; thence South 50°10'35" West, 60.01 feet to the Southerly Right of Way of Alpine Drive; thence Southeasterly 96.96 feet along said Southerly Right of Way and along the arc of a curve to the left, with a radius of 630.00 feet. Whose chord bears South 43°19'23" East, 96.86 feet; thence the following four courses along the Westerly line of Outlot 15 of Vista Run III, South 41°21'31" West, 85.96 feet; thence South 28°00'48" West, 142.49 feet; thence South 05°54'56" West, 257.87 feet; thence South 21°36'11" East, 9.92 feet; thence South 31°38'32" West, 163.38 feet to the South Meander corner of Lot 2 of Certified Survey Map No. 12082; thence North 58°21'28" West, along said Lot 2 Meander line 1248.68 feet; thence North 80°27'05" West along said Meander line, 692.65 feet to the Easterly Right of Way of Mary Hill Road; thence North 00°24'29" East along said Easterly Right of Way, 1030.55 feet to the Point of Beginning.

Said lands contain 3,739,528 square feet, 85.8 acres including those lands between the Meander line and the Centerline of Unnamed Creek

That I have made such survey, land division and plat by the direction of the owner(s) of said lands. That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made. That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and Village of Sussex Subdivision Ordinance in surveying, dividing and mapping the same.

Dated this 2nd day of February, 2023.

Keith A Kindred, PLS 2082

CERTIFIED SURVEY MAP NO. _____

BEING PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12082, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

Hickory Hills Farms, Inc., as owner, we hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1) Village of Sussex

Date: _____ Signed: _____

STATE OF IOWA)
SIOUX COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named _____ to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public

County, Wisconsin
My Commission Expires _____



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

DATED THIS 2ND DAY OF FEBRUARY, 2023

CERTIFIED SURVEY MAP NO. _____

BEING PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12082, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

Farm Credit Services of America, a corporation duly organized and existing under and by virtue of the laws of the State of Nebraska mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Hickory Hill Farms, Inc., Owner.

IN WITNESS WHEREOF, said _____ has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____ at _____, _____, and its corporate seal to be hereunto affixed this _____ day of _____, 20 _____.

STATE OF NEBRASKA)
DOUGLAS COUNTY) SS)

Personally came before me this _____ day of _____, 20 _____, the above named _____, _____, and _____ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____ of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____

Notary Public, _____,

My commission expires _____.



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DELAFIELD, WI 53018-9351
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DATED THIS 2ND DAY OF FEBRUARY, 2023

CERTIFIED SURVEY MAP NO. _____

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OWNER'S CERTIFICATE:

Harvest View Farm Inc., as owner, we hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1) Village of Sussex

Date: _____ Signed: _____

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named _____ to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public

_____ County, Wisconsin

My Commission Expires _____



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CONSENT OF CORPORATE MORTGAGEE:

_____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Harvest View Farm Inc., Owner.

IN WITNESS WHEREOF, said _____ has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____ at _____, _____, and its corporate seal to be hereunto affixed this _____ day of _____, 20 _____.

STATE OF _____)
_____ COUNTY) SS)

Personally came before me this _____ day of _____, 20 _____, the above named _____, _____, and _____ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____ of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____

Notary Public, _____,

My commission expires _____.



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501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
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DATED THIS 2ND DAY OF FEBRUARY, 2023

CERTIFIED SURVEY MAP NO. _____

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VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Village of Sussex, is hereby approved by the Village Board.

All conditions have been met as of the _____ day of _____, 2023.

Date: _____ Signed _____
Anthony LeDonne, Village President

Date: _____ Signed _____
Jennifer Moore, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Sussex, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 2023.

Date: _____ Signed _____
Anthony LeDonne, Chairperson

Date: _____ Signed _____
Jennifer Moore, Village Clerk



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501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

DATED THIS 2ND DAY OF FEBRUARY, 2023

Paul Farrow
County Executive

Gary A. Bell
Director of Emergency Preparedness

Waukesha County
Department of Emergency Preparedness
Waukesha County Communications

JOINT POWERS AGREEMENT
COUNTY 9-1-1 EMERGENCY SYSTEM

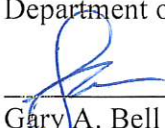
WHEREAS, Waukesha County and the municipalities located within the boundaries of Waukesha County have implemented an Emergency 9-1-1 System for the purposes of providing emergency services to residents and visitors of these municipalities, including the fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec 256.35(9), Wis. Stats, "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Waukesha County, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Waukesha County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Waukesha County and the Village of Sussex, as follows:

1. That effective January 1, 2023 this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2023.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Waukesha County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

Waukesha County
Department of Emergency Preparedness



Gary A. Bell



Date

Village of Sussex

BY: _____
Anthony J. LeDonne, President Date

BY: _____
Jennifer Moore, Clerk/Treasurer Date

VILLAGE OF SUSSEX

DEPARTMENT OF PUBLIC WORKS

N64 W23760 Main Street, Sussex, WI 53089 / (262) 246-5200 / Fax (262) 246-5222

APPLICATION FOR ABOVE GRADE RIGHT OF WAY PERMIT

Project Location W244N6506 Westchester DR
Company WE Energies - WR 4793547
Contractor WE Energies
Contact Nicholas Welch
Address/City/State/Zip 500 S. 110th ST West Allis WI 53214

PERMIT NO. _____
WR# 4793547
Telephone 262-502-6882
Telephone _____

FOR WORK BEING PERFORMED IN CONNECTION WITH:

Gas Cable TV Electric Telephone Water Sewer New Construction Alteration or Repair

DESCRIPTION: Rebuild conversion 8KV to 24.9KV No pole installation/replacements

Before any person, entity, or utility commences work pursuant to this section, such person, entity or utility shall file an agreement with the Village Clerk to hold the Village harmless, indemnify, and defend the Village from and against any and all injury and damage of any kind caused or occurring as a result of such work. The agreement shall be in a form approved by the Village Attorney, and shall have continuing effect during the course of such work and for all time that the obstruction or facilities or installation remain within the right-of-way, and thereafter until such obstruction is removed and the site is fully restored to the satisfaction of the Village Engineer.

I have read and have followed all requirements of Village of Sussex Ordinance 7.54 including any amendments thereto and the state plumbing code. I have included the following with this application:

1. Signed Indemnification Agreement.
2. Signed Professional Fees Reimbursement Agreement.
3. Detailed structural design.
4. Detailed potential hazards report.
5. Village Maintenance impact plan.
6. Alternative analysis.

I understand that the Village Board will hold a public hearing after the application materials have been deemed complete by the Village Engineer and the hearing has been properly noticed.

Nicholas Welch
Signature of Applicant

1/25/23
Date

FEES

Includes review, permit & public hearing \$ 535.00

TOTAL \$ 535.00

Paid by check # _____ ALL FEES ARE NON-REFUNDABLE

CONDITIONS OF APPROVAL

This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty.

- Public right-of-way shall be restored to equal or better condition. Bond posting at the Village's discretion.
- Street crossing shall be by boring or jacking if surface course pavement is in place.
- Permit expires 6 months from approval date below.
- Traffic control must meet M.U.T.C.D. requirements.

Signature - Village of Sussex

Date

Title



ELECTRIC WORK REQUEST

4793547

CUST/PROJ NAME: MERTON X35962 PART 1 CONVERSION
PROJECT LOCATION: W244N6506 WESTCHESTER DR

PREPARED BY: RYAN KERVER - TRC
E-MAIL: RYAN.KERVER@WECENERGYGROUP.COM
OFFICE #: (920) 393-9288 CELL #: (440) 539-5122
PROJECT ID: NO23002 IO #: 52956
OPERATING MAPS: 3996-7760-04
EXISTING FEEDER: X35962 - MERTON SS
PROPOSED FEEDER: Z5496 - SUSSEX SS
T-R-S - 1/4Q: T8N R19E S22SE CGS#:

TYPE OF WORK:
[X] CONVERSION 8 kV to 24.9 kV
[] CABLE REPLACEMENT [] FEEDER CUT
[] PAVING RELOCATION [X] REBUILD
[] OTHER

STAKING REQUIREMENTS:
[X] SURVEYOR [] STAKED
[] DESIGNER [] NOT NEEDED
RESTORE PRIVATE PROPERTY:
[X] YES [] NO

1PHASE OH FOOTAGE: 1654 3PHASE OH FOOTAGE:
1PHASE DB FOOTAGE: 3PHASE DB FOOTAGE:
MUG CONDUIT FOOTAGE: MUG CABLE FOOTAGE:
OF POLE INSTALLATIONS/REPLACEMENTS: 22
OF URD EQUIPMENT INSTALLATIONS/REPLACEMENTS:

JU COMPANY TIME WARNER
PROJECT #: 2022-003520
CONSTRUCTION CONTACT: MASON PIERCE
PHONE # 414-430-9156 CELL #
EMAIL Mason.Pierce@charter.com

JU COMPANY NONE
PROJECT #:
CONSTRUCTION CONTACT:
PHONE # , CELL #
EMAIL

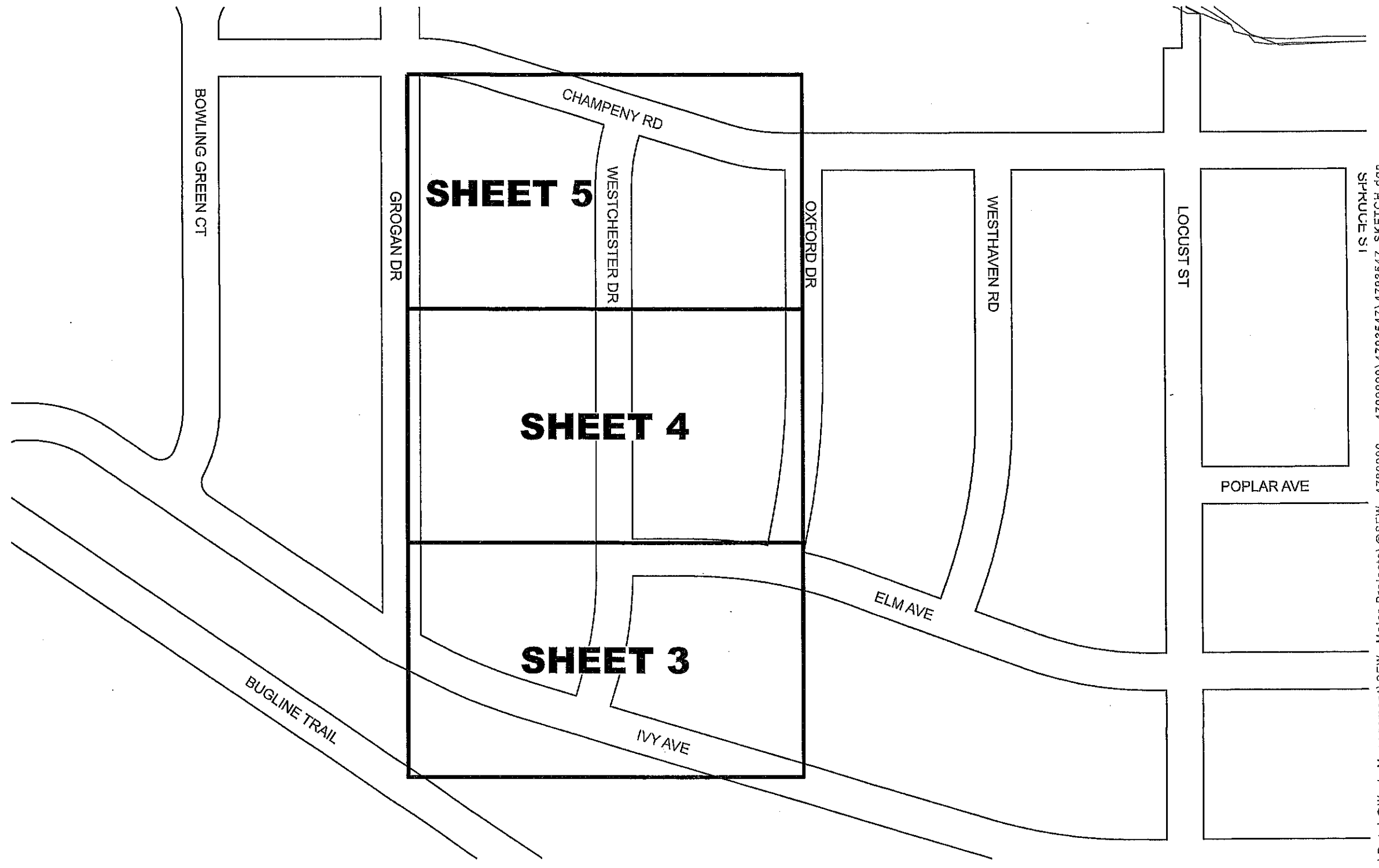
RAILROAD PERMITTING/FLAGGING REQUIRED [] YES [X] NO
RR NAME

[X] THIS IS A JUMPP PROJECT [] THIS IS NOT A JUMPP PROJECT

[X] ROW TO OBTAIN EASEMENT / ADD EASEMENT. SURVEYOR TO STAKE C/L AND MARK WIDTH OF EASEMENT ON STAKE.
[] ROW TO CONTACT CST/DESIGNER FOR EASEMENT REQ'S.
[] NO NEW EASEMENTS REQUIRED

EROSION CONTROL NOTES

- [X] IF DISTURBANCE OCCURS IN SUMMER, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED. IF DISTURBANCE OCCURS IN WINTER, TEMPORARY STABILIZATION SHALL BE SOIL STABILIZER, UNLESS NOTED. FINAL STABILIZATION IS REQUIRED IN SPRING.
[] IF DISTURBANCE OCCURS WITHIN THE SLOPE INTERCEPT, FINAL STABILIZATION SHALL BE SOIL STABILIZER, UNLESS NOTED. IF DISTURBANCE OCCURS OUTSIDE THE SLOPE INTERCEPT, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED.
[] IF DISTURBANCE OCCURS IN AGRICULTURAL FIELDS, SOIL SEGREGATION WILL NEED TO TAKE PLACE TO RETURN FIELDS TO PRE-CONSTRUCTION SOIL STRATIFICATION AND TO PRE-CONSTRUCTION ELEVATIONS.
[] DEPENDING ON THE TIME OF YEAR AND WEATHER CONDITIONS, CONSIDER USING PLATES/MATS IN WETLANDS OR CROSSING DITCHES.
[] STOCKPILE MATERIALS SHALL BE PLACED UPSLOPE FROM EXCAVATION. IF STOCKPILE MATERIALS MUST BE PLACED DOWNSLOPE OF EXCAVATION, PROTECT STOCKPILES WITH 12" WATTLES.
[] PROJECT SPECIFIC EROSION CONTROL NOTES:



WR 4793547

Table with 4 columns: REV., DESCRIPTION, BY, DATE. Row 0: DESIGN APPROVED FOR CONSTRUCTION. Row 1: ADDED THE REPLACEMENT OF ALL LIGHT POLES FED BY THIS PROJECT, PT120, 130, 260 45-5 INSTEAD OF 40-5, PT170 ELIMINATED XFMR, PT190 50KVA, INSTEAD OF 25KVA, PT230 ELIMINATED DOWNGUY ADDED SPAN GUY TO PT240 NOW 35-2, PT270 ELIMINATED XFMR, PT290 50KVA INSTEAD OF 25KVA, PT172 S3 SERVICE INSTEAD OF S2.

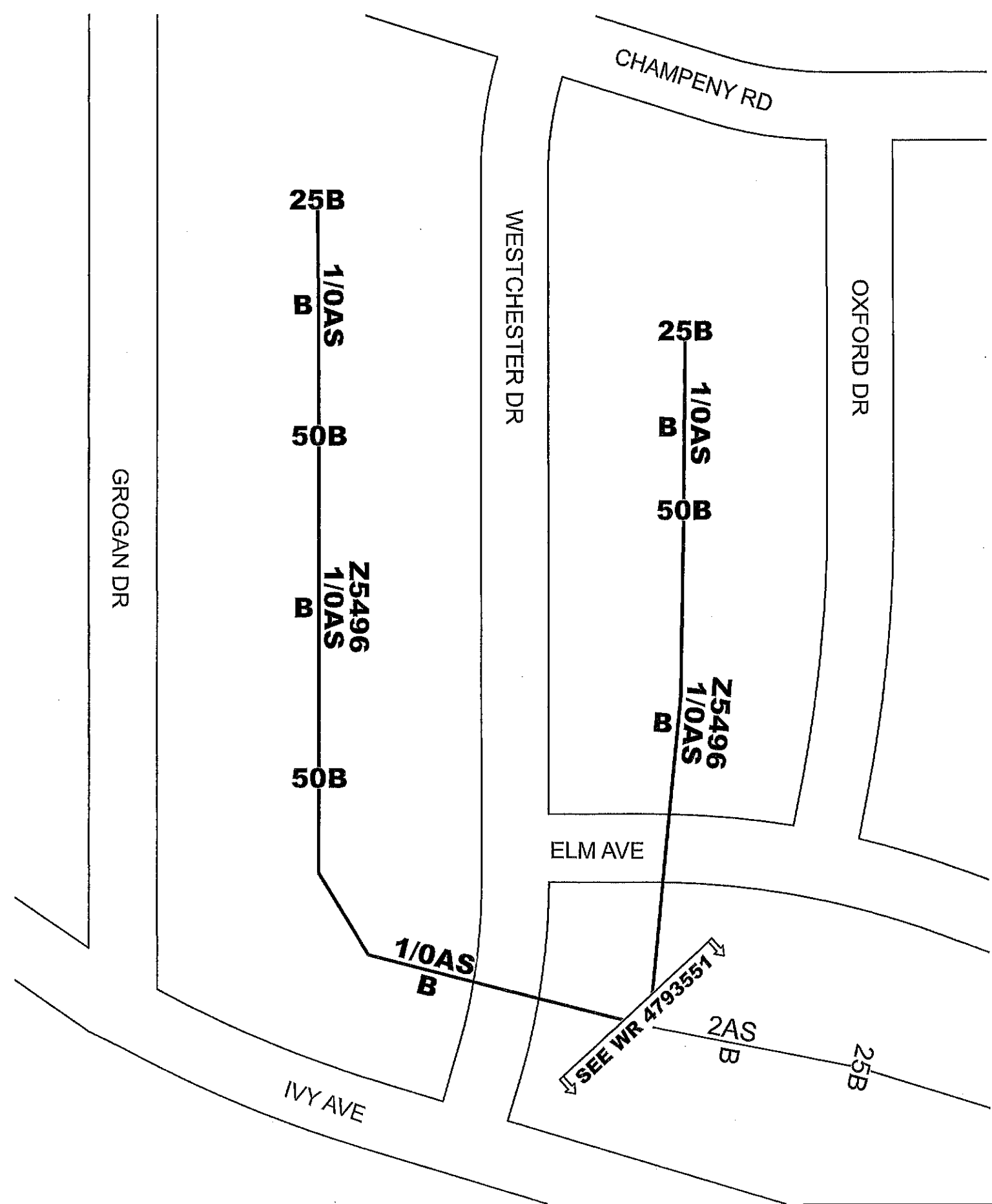
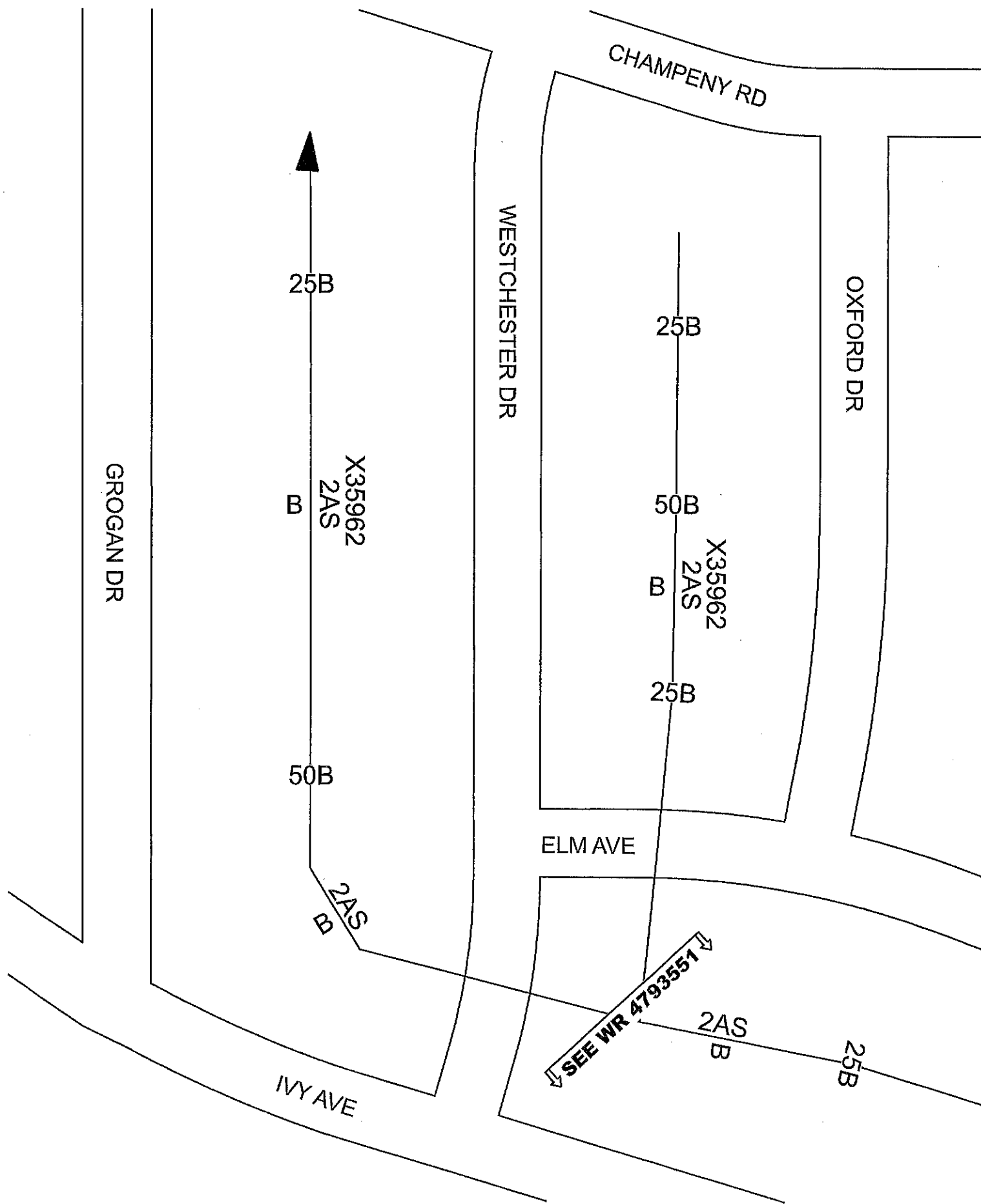
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EXISTING FEEDER X35962

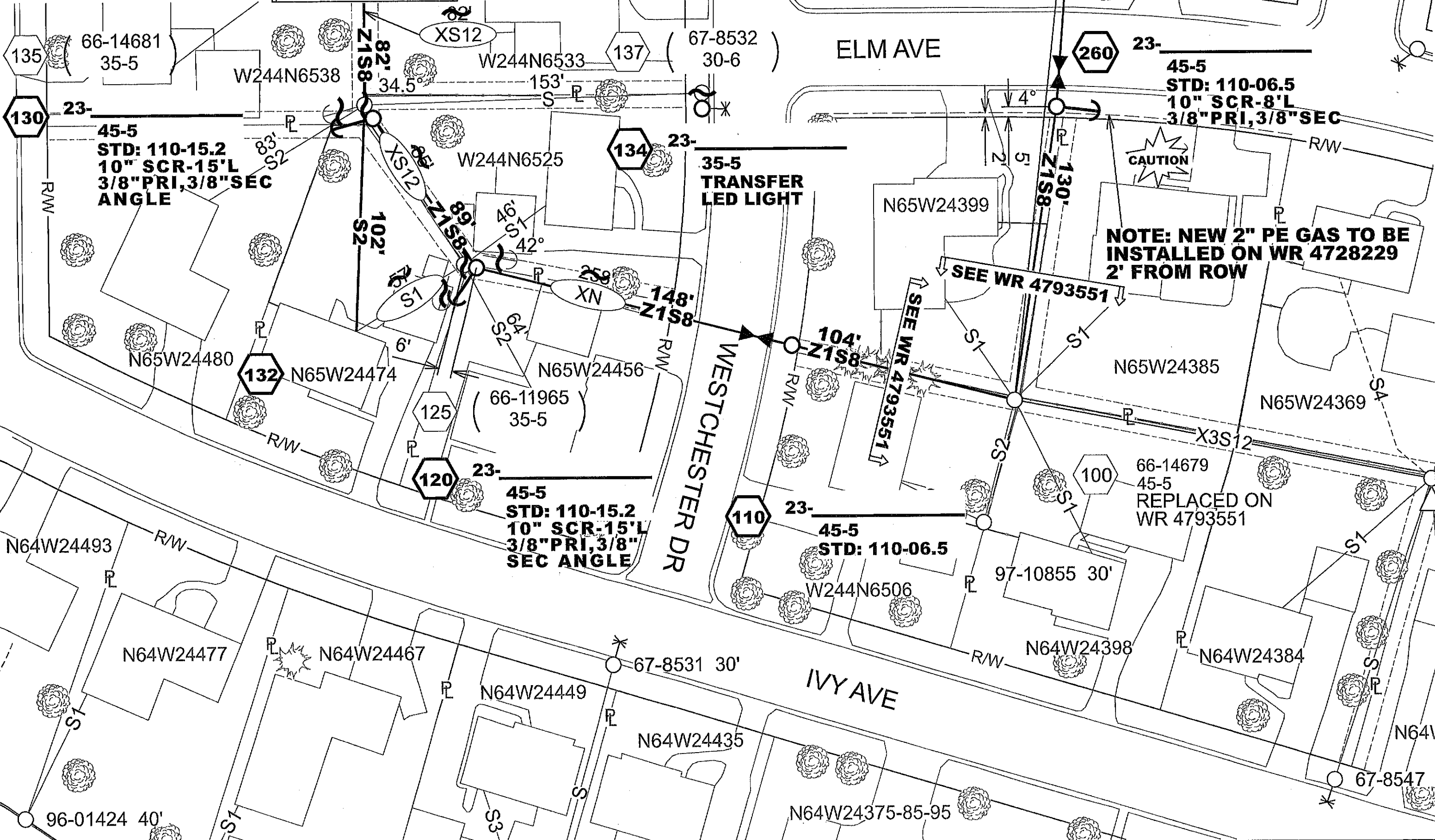
PROPOSED FEEDER Z5496

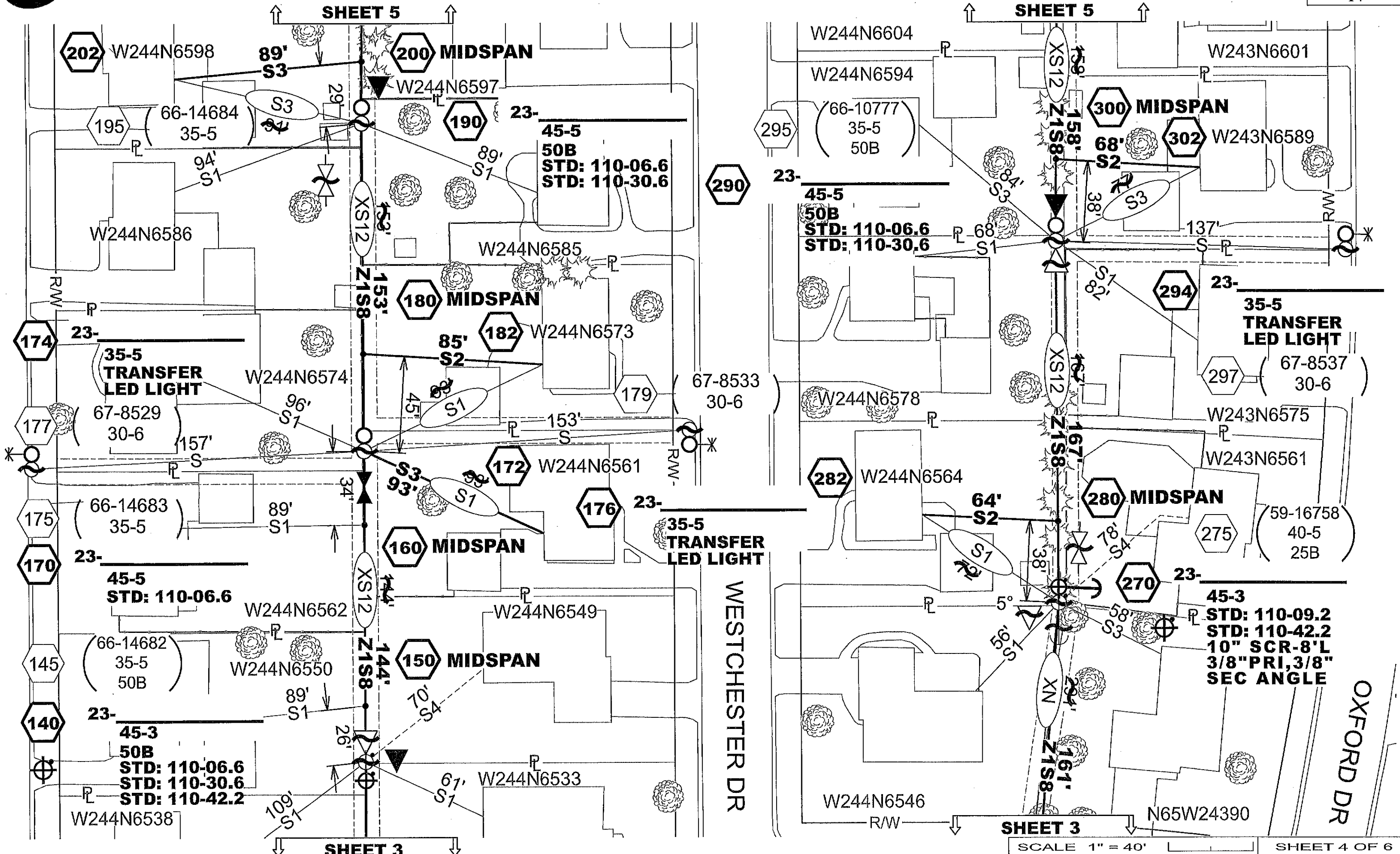


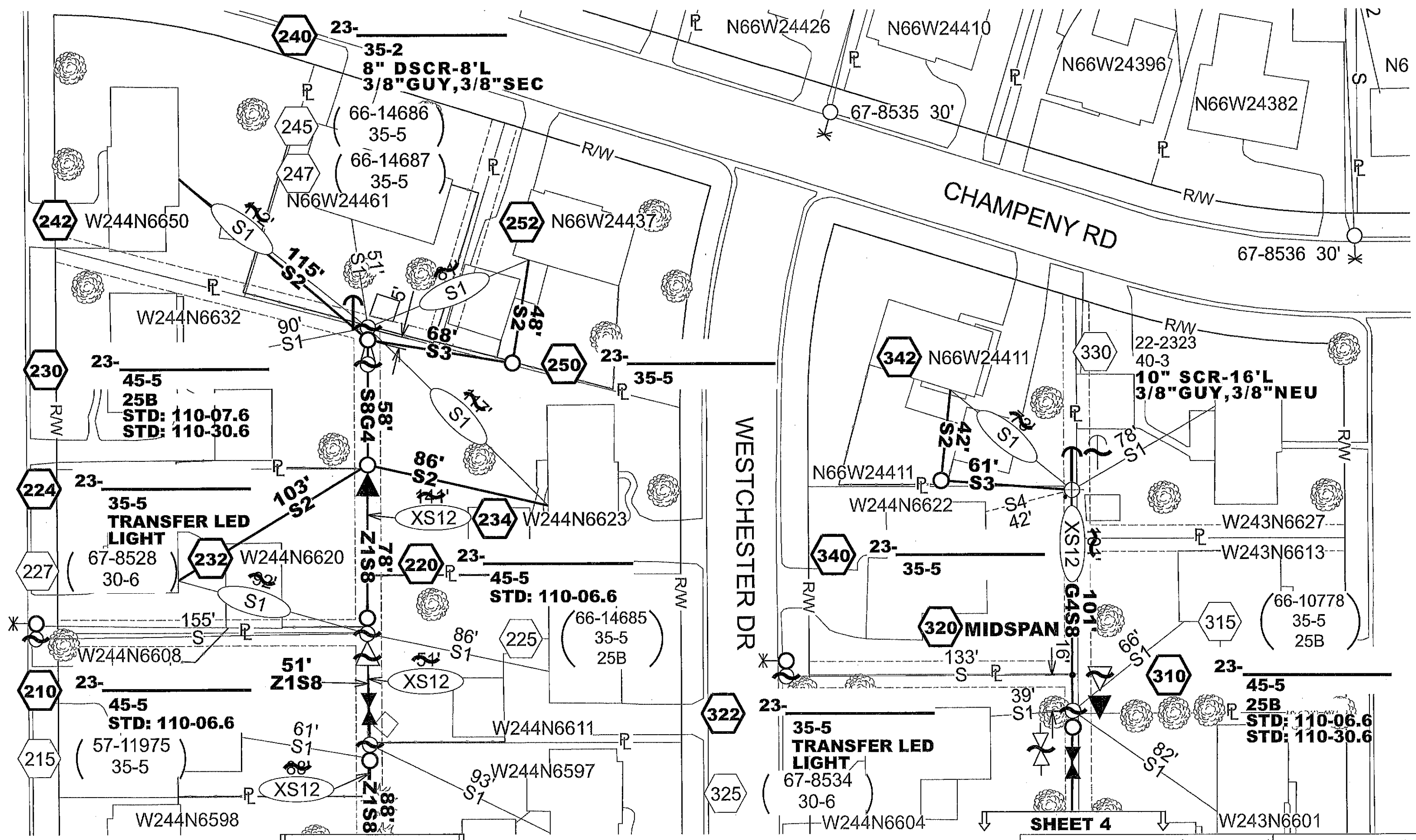


SHEET 4

SHEET 4









4793547

140

MANUFACTURER: _____
 KVA: _____ 50 _____
 VOLTAGE: _____ 120/240 _____
 LOCATION ID: _____ 23- _____
 PHASE: _____ B _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____ 203-6828 _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

190

MANUFACTURER: _____
 KVA: _____ 50 _____
 VOLTAGE: _____ 120/240 _____
 LOCATION ID: _____ 23- _____
 PHASE: _____ B _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____ 203-6828 _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

230

MANUFACTURER: _____
 KVA: _____ 25 _____
 VOLTAGE: _____ 120/240 _____
 LOCATION ID: _____ 23- _____
 PHASE: _____ B _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____ 203-6819 _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

290

MANUFACTURER: _____
 KVA: _____ 50 _____
 VOLTAGE: _____ 120/240 _____
 LOCATION ID: _____ 23- _____
 PHASE: _____ B _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____ 203-6828 _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

310

MANUFACTURER: _____
 KVA: _____ 25 _____
 VOLTAGE: _____ 120/240 _____
 LOCATION ID: _____ 23- _____
 PHASE: _____ B _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____ 203-6819 _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

Hexagon symbol

MANUFACTURER: _____
 KVA: _____
 VOLTAGE: _____
 LOCATION ID: _____
 PHASE: _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

Hexagon symbol

MANUFACTURER: _____
 KVA: _____
 VOLTAGE: _____
 LOCATION ID: _____
 PHASE: _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

Hexagon symbol

MANUFACTURER: _____
 KVA: _____
 VOLTAGE: _____
 LOCATION ID: _____
 PHASE: _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

Hexagon symbol

MANUFACTURER: _____
 KVA: _____
 VOLTAGE: _____
 LOCATION ID: _____
 PHASE: _____
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____

WE ENERGIES - ELECTRIC OPERATIONS

CLEARANCE NOTES:

- LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.
- MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.
- THIS APPLIES TO GAS AND WATER MAINS.
- MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.
- MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER.
- MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.

NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.

OVERHEAD PRIMARY
E, F, H, Q, R, W, X or Z

- Z 1 #2 ACSR
- Z1 1 #1/0 ACSR
- Z2 1 #3/0 ACSR
- Z3 3 #2 ACSR
- Z4 3 #1/0 ACSR
- Z5 3 #3/0 ACSR
- Z7 3 #336 ACSR
- Z9 SPECIAL LIST ON SKETCH
- Z10 1 WIRE REMOVAL
- Z11 2 WIRE REMOVAL
- Z12 3 WIRE REMOVAL

STANDARD WIRE KEY

DIRECT BURY PRIMARY - E, F, H, Q, R, W, X or Z

- Z13 1 #1 AL 25KV
- Z14 3 #1 AL 25KV
- Z15 3 #500 AL 28KV
- X16 1 #2 AL 15KV
- X17 3 #2 AL 15KV
- X18 3 #500 AL 15KV
- R19 3 #1/0 AL 35KV
- R20 3 #750 AL 35KV
- Z21 3 #750 AL 28KV
- X22 1 #2 Cu 15kV
- X23 3 #2 Cu 15kV
- Z24 1 #2 Cu 25kV
- Z25 3 #2 Cu 25kV
- X26 3 #500 Cu 15kV
- Z27 3 #500 Cu 28kV
- Z28 3 #750 Cu 28kV
- Z29 SPECIAL - LIST ON SKETCH

NEUTRAL

- N 1-#2 ACSR
- N1 1-#1/0 ACSR
- N2 1-#3/0 ACSR
- N3 1-#4/0 AL
- N4 1-#336 ACSR
- N5 REMOVAL

GUYING

- G 1/4" ARM GUY
- G1 5/16" ARM GUY
- G2 3/8" ARM GUY
- G3 5/16" POLE GUY
- G4 3/8" POLE GUY
- G5 7/16" POLE GUY

SECONDARY - 1PHASE

- S 6DX
- S1 4 TX
- S2 2 TX
- S3 1/0 TXR
- S4 3/0 TXR
- S5 350 TXR
- S6 750 TXR
- S7 1/0 TXF
- S8 4/0 TXF
- S9 336 TXR
- S10 750 TXF
- S11 3 WIRE REMOVAL
- S12 3 WIRE MAIN
- S14 6DX CIC
- S15 1/0TX CIC

SECONDARY - 3PHASE

- \$ 1/0 TXF
- \$1 4/0 TXF
- \$2 336 TXF
- \$3 3/0 TX
- \$4 350 TX
- \$5 750 TX
- \$6 1/0 QXF
- \$7 3/0 QXF
- \$8 350 QXR
- \$9 750 QXR
- \$10 3 WIRE REMOVAL
- \$11 3/0 QXR
- \$12 4 WIRE REMOVAL

EROSION CONTROL LEGEND

	APPROXIMATE LOCATION FOR UNDERGROUND FACILITY EXCAVATION
	INLET PROTECTION, TYPE
	12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION EEL
	STONE DITCH CHECK
	ROCK BAG
	MULCH
	SOIL STABILIZER, TYPE B
	EROSION MAT CLASS I, TYPE A
	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
	EROSION MAT CLASS I, TYPE B URBAN
	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	APPROXIMATE DEWATERING BASIN LOCATION
	SURFACE WATER FLOW

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)

General

1. If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.

Erosion Control

2. If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented.
3. Erosion Control BMP's shall meet or exceed the approved WDNR Storm Water Management Technical Standards (http://dnr.wi.gov/topic/stormwater/standards/const_standards.html). Refer to We Energies Construction Site Sediment and Erosion Control Standards.
4. Inspect installed erosion control BMP's at least one time per week and after 1/2" rain events: repair as necessary.
5. When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.

Contaminated Soils

6. Whenever soil exhibiting obvious signs of contamination (e.g., discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety, and contact the Operations Supervisor or Inspector.

Spills

7. If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478:
 - a. Any quantity of oil is spilled into surface water;
 - b. Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land;
 - c. Any oil spill containing greater than 500 ppm PCB;
 - d. Five gallons or more of oil spilled to the ground;
 - e. Any oil spill involving a police department, fire department, DNR, or concerned property owner.

Notes 8 through 27 apply as noted at specific points within each work request:

Dewatering

8. Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.

Wetlands

9. As much as practicable, the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands.
10. All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands.
11. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations.
12. Excavated soils cannot be stockpiled in wetlands.

13. All excess spoils shall be removed from wetlands and placed in a suitable upland location.
14. Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration of pre-construction soil stratification, and restoration to pre-construction elevations.
15. Poles scheduled to be removed, and that occur within wetland, shall be cut at the ground surface.

Waterways

16. No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams.
17. No crossing of navigable waterways with equipment can occur. Foot traffic is allowed.
18. Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.

Threatened and Endangered Species

19. Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided.
20. In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15.
21. Exclusion fencing must be installed at the work area prior to March 15.
22. A qualified biologist must be present when conducting work at this location.

Invasive Species

23. State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Rights-of Way Best Management Practices should be followed: (<http://council.wisconsinforestry.org/invasives/transportation/>).

Cultural and Historical Resources, cont.

24. The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction.
25. If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it.
26. A "qualified archaeologist," as specified under Wis. Stats 157.70 (1) (i) and Wis. Admin. Code HS 2.04 (6), must be present to monitor all ground disturbing activities.

Frac-out Contingency Plan

27. A frac-out contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components.
 - a. Continuously inspect the bore paths for frac-outs in order to respond quickly and appropriately.
 - b. Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a frac-out occur.
 - c. A vac truck shall be accessible on short notice in order to respond quickly to a frac-out.

