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

PUBLIC WORKS COMMITTEE
VILLAGE OF SUSSEX
6:00 P.M. TUESDAY, MAY 7, 2024
SUSSEX CIVIC CENTER- VILLAGE BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET

Pursuant to Section 19.84, Wis. Stats., notice is hereby given of a meeting of the 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. Notice of Village Board Quorum if such exists: (Chairperson to state: Please let the minutes reflect that a quorum of the Village Board is present and they may make comments if the rules are suspended to allow for the same.)

1. Roll call.
2. Consideration and possible action on minutes of the April 2, 2024, 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. Beer Capital Stormwater Maintenance Agreement
   B. R.A.S. Pump #2 Replacement at the WWTF
   C. Vista Run Stormwater Easement
6. Consideration and possible action on Sidewalk and Street Items:
7. Consideration and possible action on Other Public Works Items
8. Staff report, updates, and possible action regarding subdivision, developments, and projects:
   A. Engineer's Report
9. Other discussions for future agenda topics
10. Adjournment.

Scott Adkins
Chairperson

_____
Jeremy Smith
Village Administrator

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

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

VILLAGE OF SUSSEX
SUSSEX, WISCONSIN

Minutes of the Public Works Committee of April 2, 2024

1. Roll Call:
The meeting was called to order by Trustee Adkins at 6:00pm.

Members present: Trustee Scott Adkins, Trustee Lee Uecker, President Anthony LeDonne

Members absent: Trustee Benjamin Jarvis and Member Keith Markano

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

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

2. Consideration and possible action on minutes:
A motion by LeDonne, seconded by Uecker to approve the March 5, 2024 meeting minutes as presented. Motion carried 3-0

3. Comments from Citizens:

4. Consideration and possible action on bills for payment:
A motion by Uecker, seconded by LeDonne to recommend to the Village Board approval of bills for payment in the amount of $17,973.00. Motion carried 3-0

5. Consideration and possible action on Utility Items:
A. MS-4 Stormwater Annual Report
Ms. Neu summarized the annual report.

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

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

8. Staff Reports, update and issues, and possible action regarding subdivision, developments, and projects:
A. Engineer's Report
Ms. Neu summarized the Engineer's Report included in the meeting packet.

9. Other discussion for future agenda topics

10. Adjournment
A motion by LeDonne, seconded by Uecker to adjourn the meeting at 6:32p.m. Motion carried 3-0

Respectfully submitted,
Jennifer Moore
Clerk-Treasurer

VILLAGE OF SUSSEX

PUBLIC WORKS COMMITTEE

BILLS FOR PAYMENT

PW BILLS DATE: 5/7/2024

VENDOR	AMOUNT		%COMPLETED	NOTES
MUSSON BROTHERS, INC.	$ 20,382.25	VISTA RUN PARK GRADING - PROF. SERV. MARCH & APRIL, 2024	10.6%	
POWRTEK ENGINEERING INC.	$ 3,288.24	VOS - EMERGENCY GENERATOR DESIGN MARCH 2024	9.0%	PREPAID
POWRTEK ENGINEERING INC.	$ 12,980.44	VOS - EMERGENCY GENERATOR DESIGN APRIL 2024	40.8%	
RUEKERT & MIELKE INC.	$ 12,625.00	WELL SITE INV & TEST WELL DESIGN - PROF SERV 2/5-3/22/2024	30.3%	
RUEKERT & MIELKE INC.	$ 1,794.50	GIS - PROF SERV 2/24-3/22/2024 - 2025 ROAD PROGRAM, GENERATOR PROJECT, GENERAL GIS	100.0%	
TOTAL	$ 51,070.43			

Agenda

N64W23760 Main Street
Sussex, Wisconsin 53089
(262) 246-5200
info@sussexwi.gov
villagesussex.org

Date: April 11, 2024

To: Public Works Committee

From: Judith A. Neu, Village Engineer / Public Works Director

Subject: Beer Capitol Storm Water Management Practices Agreement

Section 14.60 of the Municipal Code requires that Developers that are subject to the Post Construction Stormwater Management section of the code enter into an agreement with the Village setting forth the long-term maintenance requirements for the facilities. These agreements typically go through Plan Commission and Village Board along with the Developers' Agreement and Plat. Because there is no Plat or Developers' Agreement for this project, this storm water agreement needs to be approved separately. The storm water practices around Beer Capitol, W222 N5700 Miller Way, will be owned and maintained by the property owner. The agreement follows standard format used in our typical stormwater agreements. The Village has the right to maintain the facilities and to charge the owner for any costs incurred if the owner fails to maintain the stormwater facilities in good working condition.

Staff recommends that the Public Works Committee recommend approval of the Beer Capitol Storm Water Maintenance Practices Agreement to the Village Board.

Agenda

Document Number

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of March, 2024, by and between Beer Capitol Distributing, LLC hereinafter called the "Owner", and the Village of Sussex, hereinafter called the "Village".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the Village of Sussex, County of Waukesha County, State of Wisconsin, to-wit:

Lot 2 of Certified Survey Map 9060, being a part of the SW ¼ of Section 36, T8N Range 19 E, in the Village of Sussex, Waukesha County, Wisconsin hereinafter called the "Property".

WHEREAS, the Owner is developing the property; and

WHEREAS, the Plan known as the Stormwater Management Plan for Beer Capitol dated October 6, 2023, Civil Plans C1.0-C5.2, and Exhibit A hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the Village, provides for on-site storm water management practices within the confines of the Property; and

Recording Area

Name and Return Address

Jennifer Moore, Clerk-Treasurer
Village of Sussex
N64W23760 Main Street
Sussex, WI 53089

SUXV0244992002

Parcel Identification Number (PIN)

WHEREAS, the Village and the Owner, its successors and assigns, including any business landowners association, agree that the health, safety and welfare of the residents of the Village, require that on-site storm water management practices relating to runoff as defined in Chapter 14 of the Village Municipal Code be constructed and maintained on the Property; and

WHEREAS, the Village requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any business landowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any business landowners association, in accordance with the plans and specifications approved by the Village and shown on the Plan and applicable statutes, ordinances and rules. The storm water management practices shall serve the drainage area designated in the Plan.

2. The Owner, its successors and assigns including but not limited to any business landowners association, shall regularly inspect the storm water management practices and specifically the function of the approved storm water management system as often as conditions require, but in any event at least once each year, which shall constitute the maintenance schedule unless more frequent maintenance is required by the Stormwater Management System Operations and Maintenance Plan attached to this Agreement as Exhibit B and by this reference made a part hereof. The Operation and Maintenance Report attached to this agreement as Exhibit C and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, private storm sewer system, pond areas and access roads. All inspection reports shall be retained for a period of 7 years by the Owner with copies provided to the Village annually.
3. The Owner, its successors and assigns, including any business landowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels outside of public rights-of-way built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water

management facilities in good working condition so that these facilities are performing their design functions and are in accordance with Stormwater Management System Operations and Maintenance Plan, attached as Exhibit B.

4. The Owner, its successors and assigns, including any business landowners association, hereby grant permission, but not the obligation, to the Village, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the Village deems necessary with 48 hour prior notice to the Owner unless an emergency situation exists. The Owner may have a representative present during any such inspection. The Village agrees to follow reasonable health and safety requirements of the Owner during such inspection. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints, and to determine whether the storm water management practices are being maintained and operated in accordance with this Agreement. If the Village exercises this authority, the Village shall provide the Owner, its successors and assigns, including any business landowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within 30 days or a reasonable timeframe as established by a written notice from the Village Engineer. The Village will take into consideration the Owners requests for additional time to complete repairs.

5. In addition to, and not to the exclusion or prejudice of other remedies available to the Village, if the Owner, its successors and assigns, including any business landowners association, fails to maintain the storm water management practices in good working condition, consistent with the terms of the approved plans and specifications approved by the Village and does not perform the required corrective actions and inspections in the specified time set forth in the written notice from the Village Engineer, the Village may perform the corrective actions identified in the inspection report and special charge the Owner, its successors and assigns for the cost of such work pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by business landowners association, the Village may charge each member of the business landowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the Village to erect any structure of permanent nature on the land of the Owner and in no event shall this Agreement be construed to impose any such obligation on the Village.

6. The Owner, its successors and assigns, including any business landowners association, shall perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices, including sediment removal, is outlined on the approved plans, the schedule shall be followed. The minimum amount of maintenance on the storm water management practices shall be in accordance with Exhibit B attached, if applicable.

7. In the event the Village pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any business landowners association, shall reimburse the Village upon demand, within thirty (30) days of receipt for all actual costs incurred by the Village hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the Village, its officers, agents and employees, and the owner agrees to indemnify and hold the Village harmless as and against any and all claims, actions, causes of action, demands, including attorney fees which the Village may incur as a result of the failure of the storm water management system and/or actions taken or not taken by the Village to enforce the terms of this Agreement including, but not limited to, the performance of maintenance activities following the Owner's failure to do so, except to the extent such failure results from the actions taken by the Village or the Village's agents. Owner acknowledges that this Agreement does not obligate the Village, its officers, agents and employees to inspect the storm water management practices, to perform any maintenance activities or to enforce the terms of this Agreement.

9. This Agreement shall be attached as an exhibit to any document which creates a business landowners association that is responsible for maintenance of the storm water management practices and be recorded at the Waukesha County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any business landowners association. The Owner shall provide the Village with a copy of any document which creates a business landowners association that is responsible for the storm water management practices.

10. Notwithstanding anything in this Agreement to the contrary, in the event the Owner, or the Owner's successors and assigns, sell or otherwise transfer ownership in the Property, such transfer, in addition to transferring the Property, shall transfer the custody of the Inspection and Maintenance Reports, and shall transfer the obligations of this Agreement to the new owner, and to the extent the transfer is fully consummated thereby relieves the former owner from any and all liabilities and obligations under the terms of this Agreement. This section shall not be interpreted as relieving the Owner

or its successors and assigns from any obligations to the Village that are not contained solely within this Agreement, however.

11. This Agreement may not be amended, altered or modified except by a written agreement executed by Owner and the Village; provided, however, this provision shall not be construed to prevent the Village from amending Chapter 14 of the Village Municipal Code from time to time.

Dated this 29 day of March, 2024.

OWNER : Beer Capitol Distributing , LLC

By: _____

Printed Name: Michael Frank

Title: CEO

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

The foregoing instrument was acknowledged before me this 29 day of March 2024, by DAVID P. BAUMGARTEN the _____ of Beer Capitol Distributing, LLC, on behalf of such company

State of Wisconsin, County of DANE
My commission expires: 8-21-26
Acting in the County of Waukesha

David P Baumgarten
NOTARY PUBLIC
STATE OF WISCONSIN

Dated this _____ day of _____, 20__

Grantee: _Village of Sussex

By:_____

Title: Village President

Attest:

_____
Jennifer Moore
Village Clerk/Treasurer

State of Wisconsin }
} ss.
County of Waukesha }

Personally came before me this ____ day of _____,20__, the above named _____, President of the Village of Sussex, to me known to be the person who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

_____
Notary Public, State of Wisconsin

My Commission:_____

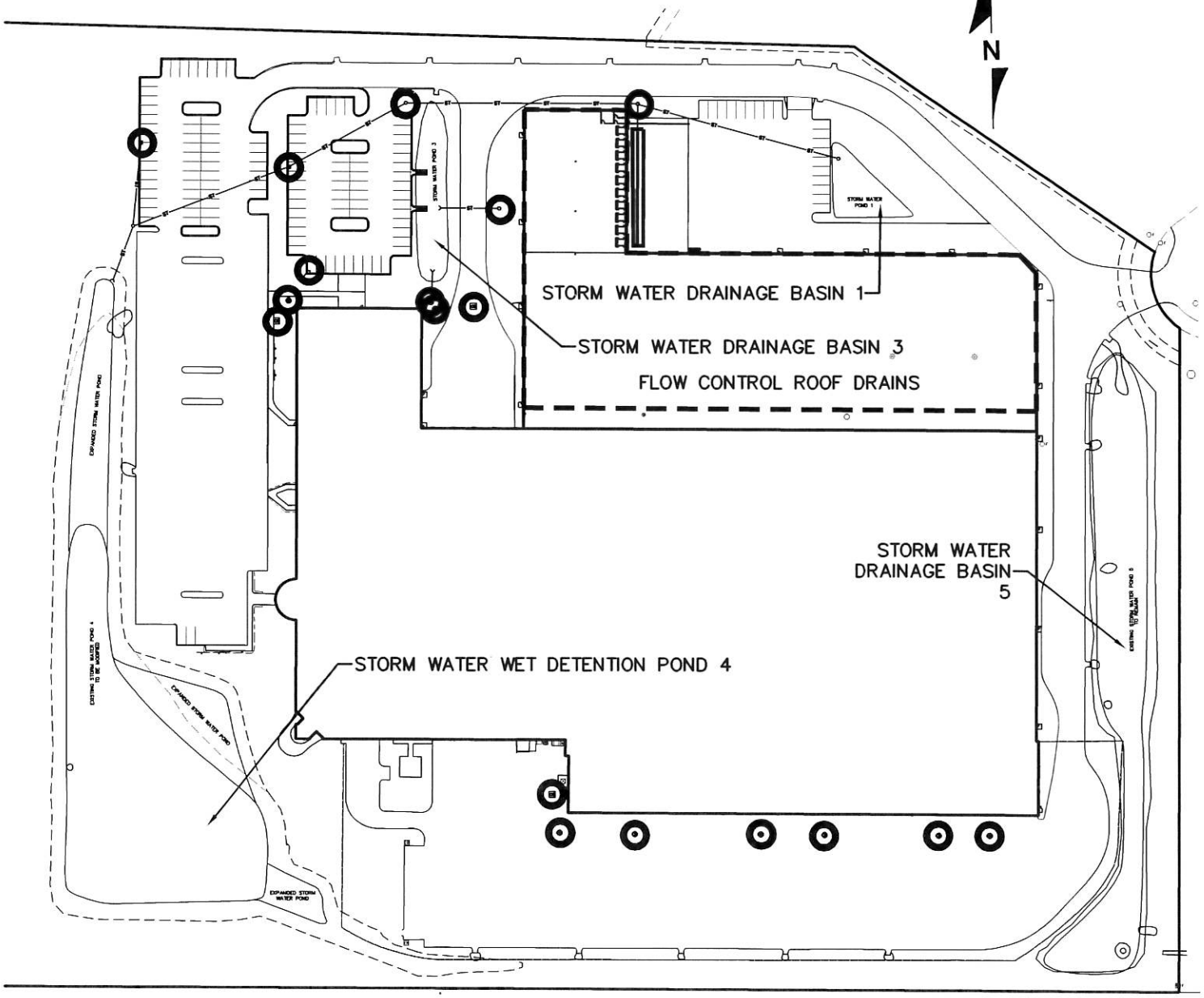
This instrument was drafted by Village Administrator Judith A. Neu, based upon a form by Village Attorney John P. Macy

EXHIBIT A

BEER CAPITOL

SUSSEX, WISCONSIN

CJ engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com



= INLET/CATCH BASIN

= FLOW CONTROL ROOF DRAIN LIMITS

NOTE: SEE ALSO C1.0–C5.1 AND REPORT ENTITLED STORMWATER MANAGEMENT PLAN FOR BEER CAPITOL OF REV. DATE OCTOBER 6, 2023 INCORPORATED HEREIN BY REFERENCE AND ON FILE AT VILLAGE OF SUSSEX.

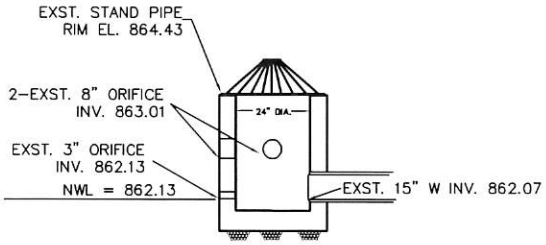
GRAPHIC SCALE

150 0 75 150 300

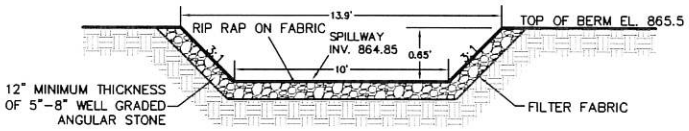
(IN FEET)

1 INCH = 150 FT.

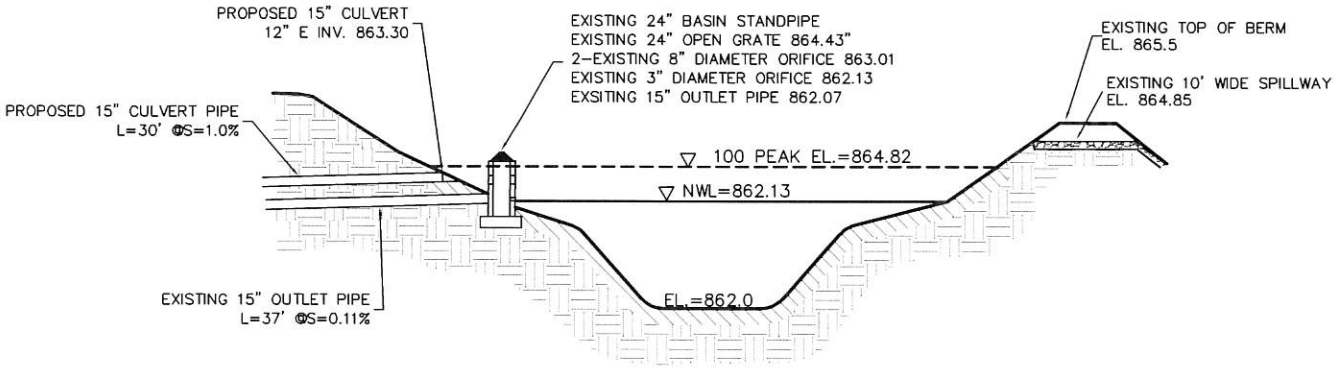
EXHIBIT A CONT.



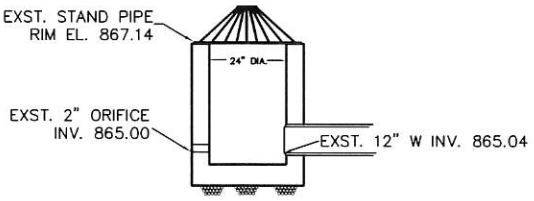
MODIFIED 24" PRECAST CONCRETE STANDPIPE
NOT TO SCALE



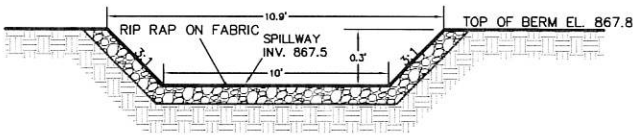
EMERGENCY SPILLWAY DETAIL
NOT TO SCALE



MODIFIED STORMWATER POND 4 DETAIL
NOT TO SCALE



EXISTING 24" PRECAST CONCRETE STANDPIPE
NOT TO SCALE



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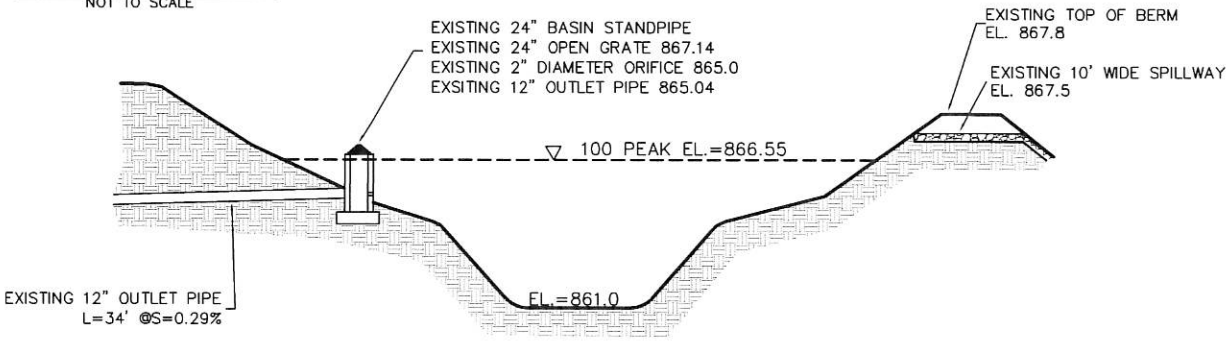
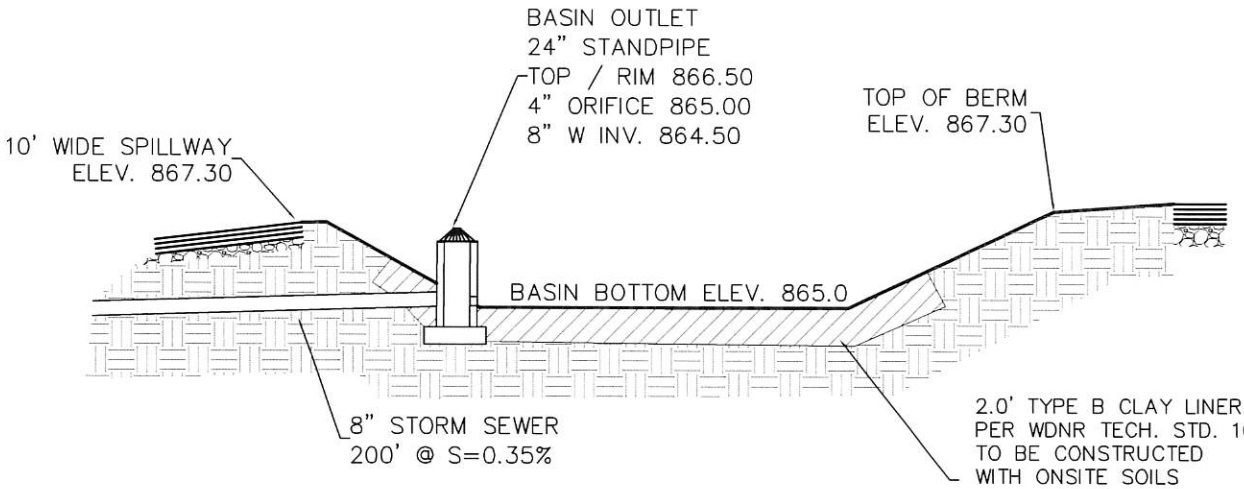


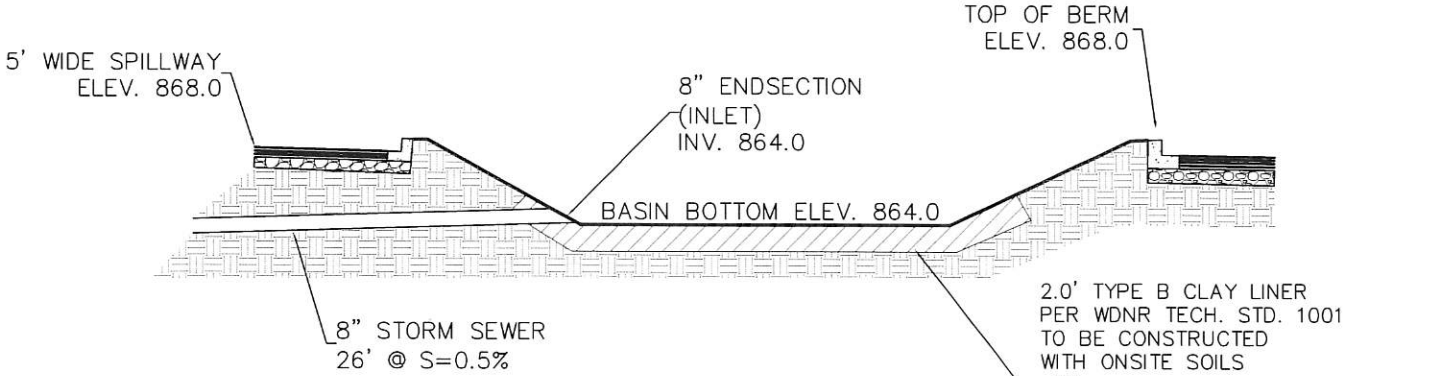
EXISTING STORMWATER DRAINAGE BASIN-POND 5 DETAIL
NOT TO SCALE

EXHIBIT A CONT.



POND 1 DETAIL

NOT TO SCALE



POND 3 DETAIL

NOT TO SCALE

RAINTROL® ROOF DRAINS

SMITH®
CUSTOMER DRIVEN

control flow to sewers
reduce material and labor cost

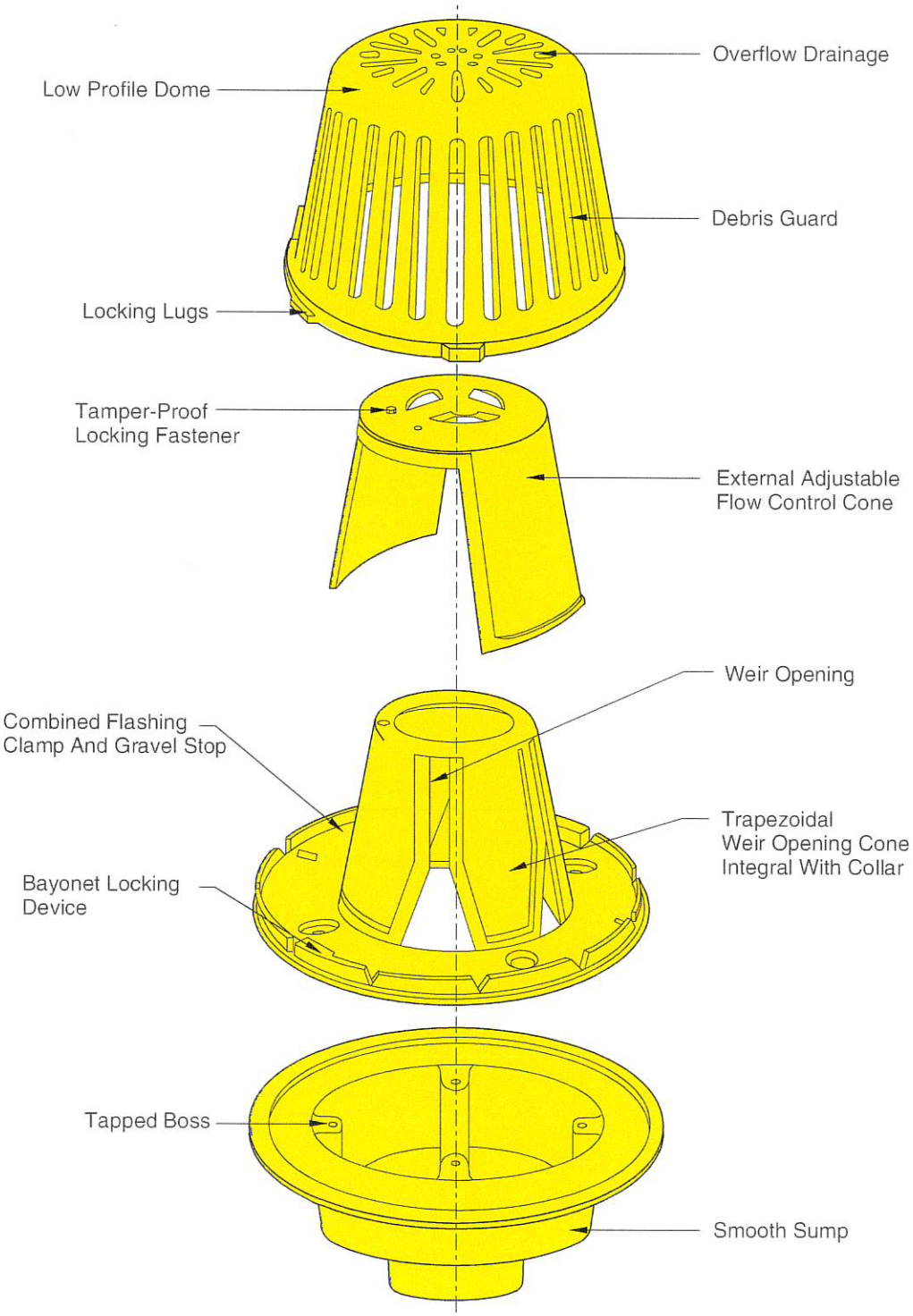


Fig. 1085

RAINTROL®
FLOW CONTROL DRAIN

The RAINTROL® roof drain was developed to offer certain advantageous features. Drains, leaders, storm sewers, etc., can be economically sized by controlling the flow of water. This will reflect in significant cost savings, both in material and labor. In addition, by controlling the drain rate, existing facilities can be utilized without overloading, thus, new construction can be undertaken and tied into the present storm drains.

To accomplish the above, the RAINTROL® drain retains water on the roof. The water is allowed to build up to a predetermined height while the excess is drained off at a known maximum rate. The amount of net build-up is a function of rainfall intensity, time, roof area and drain flow rate. Also note that the flow rate is a function of the build-up or head of water, and not the height of the weir. As an example, water at a 2" depth will flow through either the three inch high or six inch high weir at the same rate.

The area rating, flow rate and drain down time are given for various locations, consistent with the rainfall data for the localities. The data has been established for over 200 localities. Use of this data and tables will allow the engineer to lay out an efficient roof drainage system which will result in significant economies. Local codes must be observed to avoid conflict and approval problems.

THE AREA RATING IS THE MAXIMUM AREA WHICH CAN BE HANDLED BY ONE WEIR OPENING. The corresponding flow rate and drain down time are also given. Data is presented for four conditions of roof slope and four return periods. This provides data for sixteen conditions for each locality. In cases where the area rating would exceed 25,000 sq. ft., the rating is limited to 25,000 sq. ft. with a resulting lower flow rate and drain down time. Depth or build-up, the other limit upon which the table data is based, is as follows: 3" depth for flat roof, 4" for 2" rise, 5" for 4" rise and 6" for 6" rise.

DATA DERIVATIONS

The data presented is the result of extensive computer processing. Rainfall information obtained from isopluvial maps was computer matched with the flow characteristics of the weir. The results were computer plotted and tabulated in the final pages of tables.

The Weather Bureau Technical Bulletin No. 40, contains the isopluvials which provide the information for the Weiss Equations of Rainfall Intensity. This is more representative than other data available for design purposes. It also covers all areas, not just point locations. The weir equations were developed from test data. When the two equations are solved simultaneously, the area ratings in the tables are produced. Because of the methods employed, extreme accuracy was realized. Fig. 1 is an example of an isopluvial map. Cities along the same isopluvial will have similar rainfall. This allows use of the data for locations which are not listed.

100-YEAR 1-HOUR RAINFALL (INCHES)

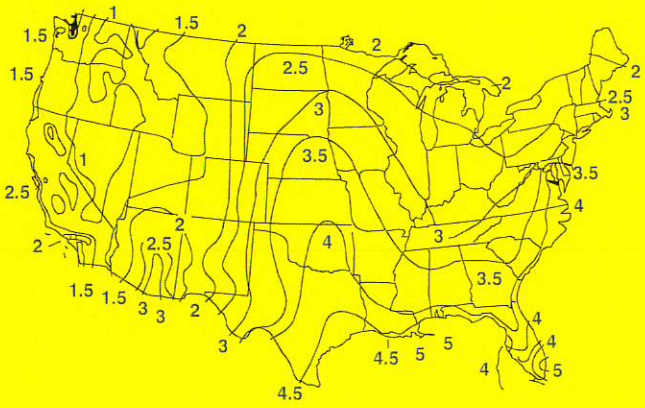


Fig. 1

ROOF TYPES

The roof to be drained may vary from flat to a slope of 6" rise. Rise is measured, vertically from the low point or valley to the high point or ridge. (Refer to Fig. 2 below.)

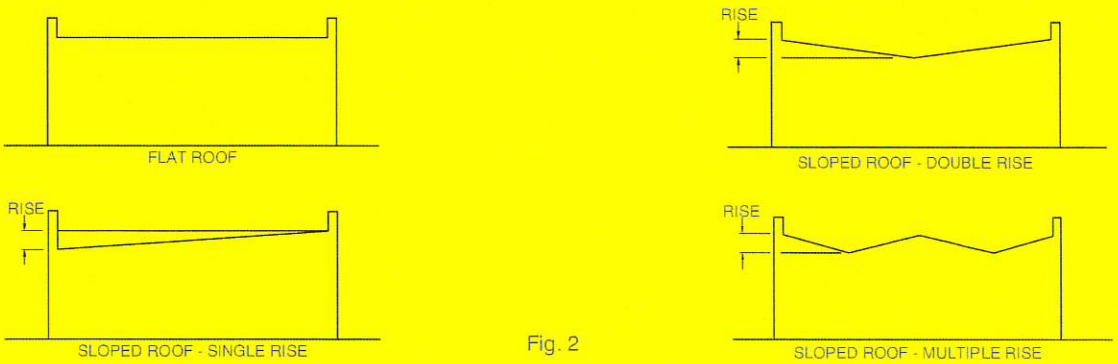


Fig. 2

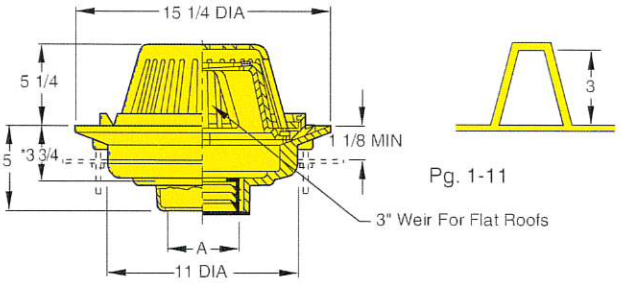
RAINTROL® SPECIFICATIONS

The RAINTROL® drain is offered in two basic designs. The three inch high weir is principally for flat roofs. Though this may be used on sloped roofs, the limited factor is the build up which can not exceed 3". The second design is the six inch weir which can be used on all roofs up to and including a sloped roof with a 6" rise.

NOTE: The roof drains are supplied in increments of weir openings. They are shipped from the factory with the correct weir openings in accordance with the specifications.

However, should some requirements or conditions change, the drain can be adjusted. Vandal proof fasteners prevent unauthorized tampering with the setting.

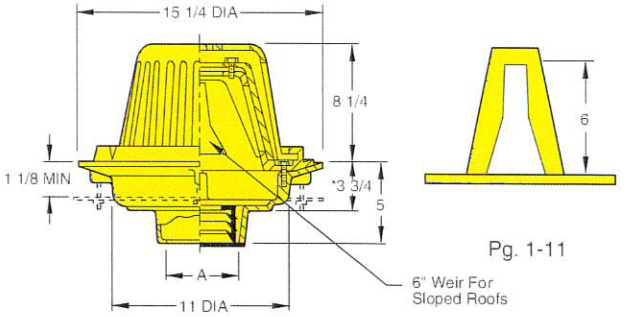
Included in this section are tables of data for a number of localities. For locations not listed, use values for similar or nearby locations. For specific conditions which require more information, contact Jay R. Smith Mfg. Co.®, Montgomery, Alabama.



Pg. 1-11

FLAT ROOF TYPE

Fig. 1083 .....BOTTOM OUTLET
Fig. 1088 .....SIDE OUTLET



Pg. 1-11

SLOPED ROOF TYPE

Fig. 1085 .....BOTTOM OUTLET
Fig. 1089 .....SIDE OUTLET

*This Dimension to Internal Stop of Speedi-Set Gasket.

DRAIN SYSTEMS

The engineer should lay out the roof drain system consistent with the structural design strength of the roof. Normally for a flat roof with a 30 lb. sq. ft. design load, the water depth or build-up would be limited to 3". This will keep the load down to approximately 15 lbs. per square foot. For sloped roofs, the allowed water depth can be greater, but only to the point where the stresses will be within the design limitations. This will be up to the discretion of the engineer.

The roof drainage design can be based on a number of factors. The prime consideration could be economy, using minimum leaders and storm sewers. The allowable roof load or build-up could limit the design. Or possibly, drain down time could be the limiting design criteria. In any case, knowing the maximum flow rates, which are controlled, the engineer can properly size leaders and storm sewers economically consistent with his selected design criteria.

DESIGN CONSIDERATIONS

When designing the roof drain system, the engineer must remember that the roof is being utilized as a temporary reservoir to retain some water. Flashing and waterproofing should be high enough to prevent any leakage. The engineer must also provide adequate strength for structural safety. In addition, the following considerations should be observed:

a. On all roofs, use minimum of two drains, if possible.

b. On larger roofs, use a greater number of drains as dictated by design layout.

c. Limit roof area to 25,000 sq. ft. per weir opening.

d. Recommended maximum distance from roof edge to drain is 50 ft. (flat roofs).

e. Recommended maximum distance from end of valley to drain is 50 ft. (sloped roofs).

f. Recommended maximum distance between drains is 200 ft.

g. Provide adequate flashing at parapets, openings, walls, joints, etc.

h. Limit parapet walls or provide overflow scuppers. These should be located at the anticipated maximum water depth (build-up). If located in a higher position which could result in a greater flow rate, piping must be sized accordingly.

i. Consider wind effect in locating the drains, and the number of drains.

j. Possible roof deflection due to load. This could create low spots and adversely affect drainage and/or structural safety.

These are not absolute requirements, but are suggestions to be considered. The final design is at the discretion of the design engineer and should be consistent with the roof requirements.

EXHIBIT B

STORMWATER MANAGEMENT SYSTEM
OPERATION AND MAINTENANCE PLAN

The following Operation and Maintenance Plan for the project site outlines the schedule for inspection and maintenance after construction.

Schedule for Inspection and Maintenance:

- Catch basins will be inspected and cleaned on a semi-annual basis. Collection of accumulated sediment and hydrocarbons will be accomplished by means of vacuum pumping. Disposal of accumulated sediment and hydrocarbons will be performed in accordance with applicable local, state, and federal guidelines and regulations.

- The entire storm water management system outside of public rights-of-way, including piping, catch basins, manholes and BMPs (e.g. Snout, north and south water quality basins) will be cleaned prior to final site acceptance. Sediment and debris will be removed and disposed of in accordance with applicable local, state, and federal guidelines and regulations.

- Once initially constructed, the wet detention ponds will be inspected after storm events to confirm drainage system functionality, bank stability, and status of vegetation growth. Problems with any of these areas will be addressed immediately by the Owner. During the first six months of operation, the basins will be inspected immediately after significant storm events and cleaned to remove sediment buildup. The control structures will be inspected and repaired where sediment appears to have clogged the structure.

I. ROUTINE MAINTENANCE FOR WATER QUALITY BASINS

A. Mowing

a. Side slopes, embankments, and emergency spillways that are not rock lined which have been planted with turf grasses should be mowed at least once a year to prevent woody growth and control noxious weeds.

b. Adjacent to the commercial and drive areas, more frequent mowing of the upper bank areas during a normal growing season is recommenced.

B. Inspections

a. Inspections of the water quality basins shall be completed on a semi-annual basis or after rainfall events exceeding 4 inches over a 24-hour period.

b. The inspections should be completed during wet weather conditions to determine if the ponds are functioning properly.

c. Inspection priorities shall be as follows:

i. Inspect the embankments for subsidence, erosion, cracking tree growth and rodent infestation.
ii. Inspect the condition of the emergency spillway and overland flow path.
iii. Inspect the pond for accumulation of sediment.
iv. Inspect the outlet control structure for clogs, debris and material failures.
v. Inspect upstream and downstream channels from an erosion perspective.
vi. Inspect any modifications that may have been done to the ponds following their initial construction.
vii. Inspect the side slopes of the pond for erosion, slumping, cracking or woody plant materials.

d. As-built plans shall accompany the person responsible for the pond inspections.

e. Documentation of the inspections using Exhibit C-Operation and Maintenance Report should be completed and filed. Documentation should include as a minimum:

i. Inspectors name, affiliation and professional credentials if applicable.
ii. Date, time and weather conditions at the time of inspection.
iii. Approximate rainfall total over the previous 24-hour period if applicable.
iv. Status of existing embankment, outlet and inlet conveyance systems and vegetation condition.
v. Estimation of yearly, sediment depth at the outlet control structure and at a minimum two other locations in the water quality basin.
vi. Identification of potential system deficiencies, impending structural failures and repair needs.
vii. Other pond conditions such as vegetation growth, algae growth and emergency spillway conditions.
viii. Repair recommendations.

C. Debris and Litter Removal.
   a. Debris and litter removal from the pond surface shall be completed at least once a month.

   b. Particular attention should be paid to debris accumulating around the riser pipe to prevent potential clogging.

   c. Debris shall be disposed of in accordance with applicable local, state, and federal guidelines and regulations.

D. Erosion Control.
   a. Inspect all pond side slopes, embankments and the emergency spillways for slumpage and erosion.

   b. Corrective measures shall include regrading, filling and revegetation of the eroded or slumping areas.

   c. Rip rap at the pond outlet and emergency spillways should be inspected for displacement or undermining. Repairs shall be made upon discovery.

E. Nuisance Control.
   a. Biological control of algae and mosquitoes is preferred over chemical control. Consultation with local WDNR officials is recommended prior to the introduction of any biological or chemical control.

   b. Maintain the native grass perimeter to aide in the control of geese/waterfowl.

II. NON-ROUTINE MAINTENANCE

A. Structural Repairs and Replacement.
   a. The outlets of the pond have been constructed utilizing concrete pipe. The estimate life of these structures is 75 years to 100 years. Annual inspection of the structures will disclose any potential structural problems. If structural problems appear, repair or replace the outlet immediately.

   b. Excessive or chronic drawdowns of the ponds may cause leaks or seepage through the embankments. Excessive drawdowns should be avoided and thus corrective measures for leakage and seepage should be avoided.

B. Sediment Removal.
   a. A sediment clean out cycle of 10 years to 15 years is recommended. Sediment removal may be necessary prior to 10 years if there is a substantial amount of land disturbance occurring within the contributory watershed or once the average depth of the permanent pool is 3.5-feet or less. Annual inspections shall be made to insure that the design depth of the permanent water pool is maintained and not exceeded.

   b. Sediment removed from the ponds shall be hauled to an upland area, spread and stabilized with vegetative material after required testing, in accordance with applicable local, state, and federal guidelines and regulations.

   c. All sediment shall be tested to determine if land filling is necessary. Contact the local DNR prior to sediment sampling and testing to insure compliance with State standards and regulations.

   d. Surveyed depths of the sediment storage area and permanent pool elevations shall be made immediately following the construction of the ponds and recorded on the as-built plans. Annual inspections shall include measure downs to determine sediment elevations in relation to the permanent pool elevation.

EXHIBIT B - Continued

Maintenance Provisions Continued

FLOW CONTROL ROOF DRAINS

I. SYSTEM DESCRIPTION

A. Flow control roof drains have been implemented on the site to drain the rooftop water at a controlled flow rate. As water accumulates on the roof it will be collected and stored and drained over a period of time and discharged at a predetermined rate to reduce the flow rate from the roof.

B. *Raintrol* flow control roof drains are to be utilized on all of the proposed roof top drains the new building addition. The Raintrol Flow Rate Control Assembly should be pre-set to provide one (1) weir openings on each individual drain. This can be verified by visual inspection.

II. MAINTENANCE

B. Annual rooftop inspections of the drains for structural integrity and must be kept free of debris. If drain is damaged in any way, it should be replaced by a plumbing specialist.

EXHIBIT C

OPERATION AND MAINTENANCE INSPECTION REPORT FOR STORMWATER FACILTIES

Name of Development _____

Responsible Party Name _____ Address

_____

Telephone No. _____ Fax No. _____ E-mail _____

Inspector Name _____ Address

_____

Telephone No. _____ Fax No. _____ E-mail

_____

Inspection Date _____ Weather Conditions _____

Type of Inspection: ☐ Storm ☐ Daily ☐ Weekly ☐ Monthly
☐ Quarterly ☐ Semi-Annual ☐ Annual

Evaluation Criteria:

N/I = Not Investigated
0 = Not a Problem
1 = Monitor (potential for future problem exists)
2 = Routine Maintenance Required
3 = Immediate Repair Necessary
* Use open space in each section to further explain as needed

1. Parking Lots & Grassy Areas					
Trash and debris > 1 cf/1,000 sf (one standard size garbage can)	N/I	0	1	2	3
Erosion	N/I	0	1	2	3
Excessive sediment deposits	N/I	0	1	2	3
Other:	N/I	0	1	2	3
2. Storm Inlets, Catch Basins, Manholes					
Trash or debris is plugging more than 20% of the grate openings	N/I	0	1	2	3
Accumulated sediment > 50% of designed sump depth (12" depth) or affects inletting or outletting condition of the facility.	N/I	0	1	2	3

Missing/Damaged grates, covers, and frames	N/I	0	1	2	3
Structure Condition	N/I	0	1	2	3
Other:	N/I	0	1	2	3
3. Storm Sewer (Piping)					
Trash and debris present in pipe	N/I	0	1	2	3
Excessive sediment deposits	N/I	0	1	2	3
Pipe Condition	N/I	0	1	2	3
Other:	N/I	0	1	2	3
4. Ponds (forebays)					
4a. Inlets/Outs					
Trash or debris is plugging more than 20% of the openings	N/I	0	1	2	3
Accumulated sediment reaches 2.0 feet Below the spillway elevation	N/I	0	1	2	3
Missing/Damaged grates, covers, and frames	N/I	0	1	2	3
Structure Condition	N/I	0	1	2	3
Other:	N/I	0	1	2	3
4b. Emergency Spillway and Berm					
Trash and debris > 1 cf/1,000 sf (one standards size garbage bag)	N/I	0	1	2	3
Erosion	N/I	0	1	2	3
Woody or Vegetative Growth does not allow maintenance access, interferes with maintenance activity, or affects system performance	N/I	0	1	2	3
General Condition	N/I	0	1	2	3
Other:	N/I	0	1	2	3
4c. General					
Trash and debris > 1 cf/1,000 sf (one standards size garbage bag)	N/I	0	1	2	3
Growth does not allow maintenance access, interferes with maintenance activity, or affects system performance	N/I	0	1	2	3
Accumulated sediment reaches 2.0 feet Below the spillway elevation	N/I	0	1	2	3
Any evidence of oil, gasoline, contaminants, flilm, sheen, or other pollution	N/I	0	1	2	3
General Condition	N/I	0	1	2	3
Other:	N/I	0	1	2	3
5. Flow Control Roof Drains					
Trash and debris > 1 cf/1,000 sf (one standard size garbage can)	N/I	0	1	2	3

Any damaged roof drains not draining properly	N/I	0	1	2	3
Any roof damage due to standing water	N/I	0	1	2	3
Other:	N/I	0	1	2	3

Inspector's Summary *(If necessary, include photos and sketches)*

Agenda

VILLAGE OF Sussex
Celebrating 100 YEARS | 1924–2024

N64W23760 Main Street
Sussex, Wisconsin 53089
(262) 246-5200
info@sussexwi.gov
villagesussex.org

Date: April 18, 2024

To: Public Works Committee

From: Dusting Beckman, Sewer Utility Foreman

Subject: WWTP Return Activated Sludge Pump #2 Replacement

Return Activated Sludge Pump #2 had cavitation and elevated bearing temperature concerns while operating and was removed from service March 2024 to be inspected and repaired. Pump inspections done by L.W. Allen revealed that the back-head, front-head, and the impeller had significant pitting and wear. L.W. Allen recommended replacing the pitted and worn parts.

Return Activated Sludge (RAS) is essential in wastewater treatment for resupplying microorganisms to the oxidation ditch for biological nutrient removal. Some of the RAS is also removed from the process and thickened to become sludge which then is stored and injected in farmland. The RAS pumps pull solids from the bottom of the final clarifiers and pump it to the oxidation ditch or to the gravity thickener.

The cost to rebuild and replace worn parts on RAS pump #2 is comparable to a complete replacement of the pump. RAS pump #2 is original from the 1994 plant build. The rebuild would not include the replacement of the pumps shaft and some other cast parts that might fail soon due to its age.

Cost for rebuild:

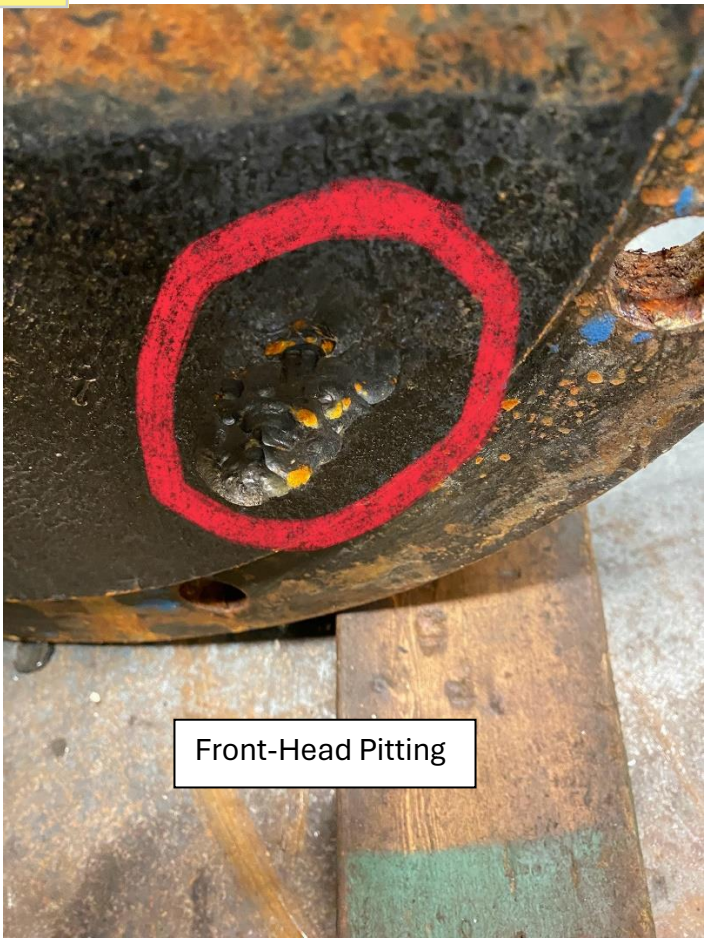
Rebuild of bearings and seals:	$7,144.00
Replace back-head:	$3,167.12
Replace impeller and wear ring:	$16,643.18
Replace front-head and wear ring:	$3,481.04
Total rebuild cost:	$30,435.34 (does not include labor)

Cost of Complete Replacement:
(1) New Fairbanks complete pump: $33,305.00

In either option, the cost to install and align the pump is $3,722.00.

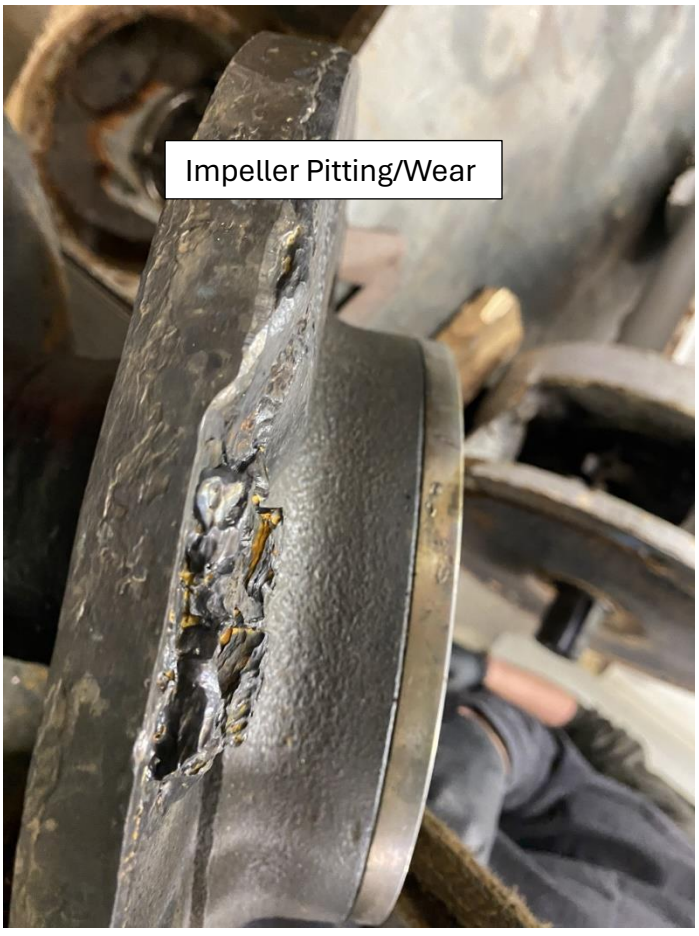
Funds were not budgeted for the repair of this pump in 2024. However, the funds for this type of project comes from the Sewer Utility Equipment Replacement Fund, even when budgeted. There is about $977,000 in this account.

Staff recommends the complete replacement of RAS #2 due to its age. Labor costs for the rebuild were not included in the rebuild quote, so the final cost for the rebuild will be nearly the same as the cost of the new pump. Staff also recommends that the pump is purchased from and installed by L.W. Allen since they are the sole source of Fairbanks Pumps in the state of Wisconsin at a cost of $37,027.00 plus a 10% contingency for a total allocation of $40,729.70.


Front-Head Pitting


Impeller Pitting/Wear


Impeller Pitting/Wear


Impeller Pitting/Wear

Agenda

VILLAGE OF Sussex
Celebrating 100 YEARS | 1924–2024

N64W23760 Main Street
Sussex, Wisconsin 53089
(262) 246-5200
info@sussexwi.gov
villagesussex.org

Date: April 30, 2024

To: Public Works Committee

From: Judith A. Neu, Village Engineer

Subject: Storm Sewer and Access Easement – Vista Run

As part of the construction of Phase 3 of the Vista Run subdivision, the Developer is building a storm sewer system along future Big Sky Drive to Storm Basin #7. However, that portion of Big Sky Drive will not be platted for at least a year. Therefore, it is necessary to obtain an easement that will allow us to legally access the pond and the storm sewer and to maintain the storm sewer contained within the easement. The easement language is standard language that is used on most utility easements. The portion of the easement that is within future Big Sky Drive will be discontinued when the road is platted.

Staff recommends that the Committee recommend approval of the easement to the Village Board.

STORM SEWER AND ACCESS EASEMENT

RETURN TO:
Jennifer Moore, Clerk/Treasurer
Village of Sussex
N64W23760 Main Street
Sussex, WI 53089

SUXV 0227058006

DOCUMENT NO.:

THIS EASEMENT, made between Vista Run LLC, **Grantor** and the Village of Sussex, a Wisconsin Municipal Corporation and its heirs, successors, and assigns, **Grantee.**

Witnesseth, That Grantor, in exchange for $1.00 and other good and valuable consideration, receipt and sufficiency of which is acknowledged, grants and warrants to Grantee a permanent exclusive easement upon, within, and beneath a part of Grantor's land hereinafter referred to as the "easement area" in Waukesha County, State of Wisconsin:

Said easement area is described on Exhibit A and shown on the map on Exhibit B (both of which are attached hereto and hereby incorporated by reference) being a part of the following described property: Part of Lot 4 of CSM 12423, being part of the Northeast ¼, Southeast ¼, Northwest ¼ and Southwest ¼ of the Southwest ¼ of Section 21, T.8N., R.19E., Village of Sussex, Waukesha County, Wisconsin.

The location of the easement area with respect to the Grantor's land is as shown on Exhibit "B" (which is attached hereto and hereby incorporated by reference).

1. Purpose: The purpose of this Easement is to install, operate, maintain, and replace underground Storm Sewer, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by Grantee, all to transmit municipal stormwater and to gain access to a proposed public stormwater management pond. Trees, bushes, branches, and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. Access: Grantee, and its employees, agents, and independent contractors shall have the right to enter upon the easement area for the purpose of exercising its rights in the easement area.
3. Buildings and Other Structures. Grantor agrees that no structures will be erected in the easement area, or in such close proximity to the facilities, such as to prevent Grantee from exercising its rights under this easement.
4. Elevation. Grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than four (4) inches without the written consent of Grantee.
5. Restoration. Grantee agrees to restore or cause to have restored the Grantor's land to grade and replace sod or grass disturbed. This restoration, however, does not apply to the initial installation or to any trees, bushes, branches, or roots which may interfere with Grantee's use of the easement area.
6. Exercise of Rights: It is agreed that the complete exercise of rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. This Easement shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Grantor and Grantee and their respective heirs, personal representatives, successors and assigns.

Dated this 25th day of April, 2024.

Grantor: Vista Run, LLC, a Wisconsin Limited Liability Company
By: Neumann Developments, Inc., its sole Member

By: _____
Bryan Lindgren, President

State of Wisconsin }
}ss.
County of Waukesha }

Personally came before me this 25th day of April, 2024, the above named Bryan Lindgren, President of Neumann Developments, Inc., sole member of Vista Run, LLC,and to me known to be the person who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

RYAN FRITSCH NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Ryan Fritsch
Notary Public, State of Wisconsin
My Commission: 3/4/2025

This instrument was drafted by:
Sussex Assistant Village Administrator Jeremy Smith based upon a model from Village Attorney John Macy

EXHIBIT A

Storm Sewer and Access Easement

Being part of Lot 4 of Certified Survey Map No. 12423, being a part of the Northeast 1/4, Southeast 1/4, Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 21, T.8N., R.19E., Village of Sussex, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Northwest corner of Lot 121 of Vista Run V; thence North 09°56'39" West, 15.20 feet to the point of beginning of the lands to be described; thence South 70°39'17" West, 213.72 feet; thence Southwesterly 138.41 feet along the arc of a curve to the right, whose radius is 215.00 feet and whose chord bears South 89°05'49" West, 136.03 feet; thence North 72°27'40" West, 195.16 feet; thence South 17°32'20" West, 123.74 feet; thence South 58°34'35" West, 76.55 feet to the Northerly line of Outlot 19 of Vista Run V; thence North 72°25'10" West along said Northerly line 26.50 feet; thence North 58°34'35" East, 86.45 feet; thence North 17°32'20" East, 146.26 feet; thence South 72°27'40" East, 215.16 feet; thence Southeasterly 119.09 feet along the arc of a curve to the left, whose radius is 185.00 feet, and whose chord bears North 89°05'49" East, 117.05 feet; thence North 70°39'19*" East, 218.69 feet; thence South 09°56'39" East, 30.41 feet to the point of beginning.

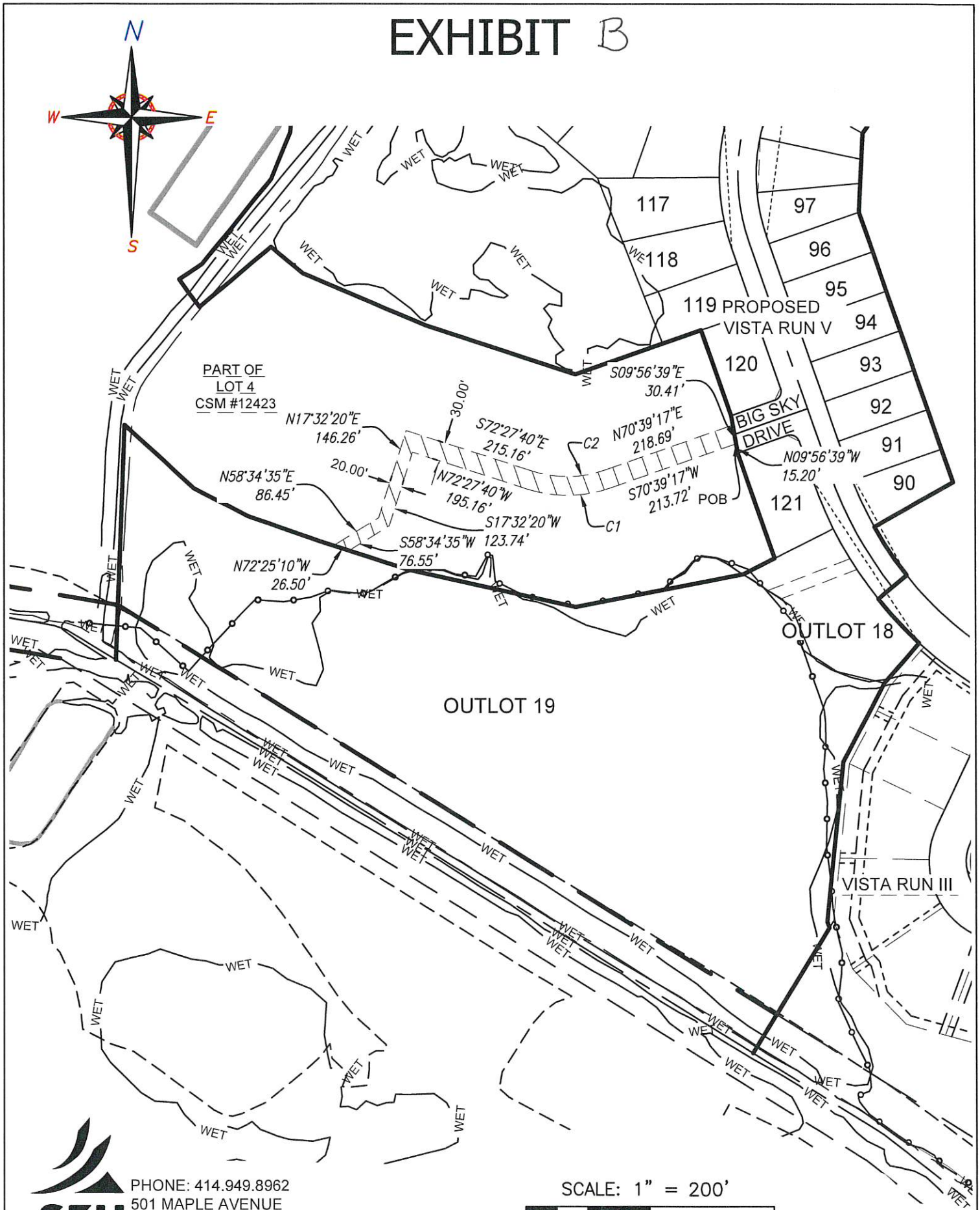
Containing 20,833 square feet, 0.478 acres

EASEMENT CURVE TABLE							
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
C1	215.00'	36°53'03"	138.41'	136.03'	S89°05'49"W	N72°27'40"W	S70°39'17"W
C2	185.00'	36°53'03"	119.09'	117.05'	N89°05'49"E	S72°27'40"E	N70°39'17"E

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

Agenda

EXHIBIT B



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

SCALE: 1" = 200'

0 100 200 400

PROJECT NEUMA #149103

Agenda

N64W23760 Main Street
Sussex, Wisconsin 53089
(262) 246-5200
info@sussexwi.gov
villagesussex.org

Date: April 30, 2024

To: Public Works Committee

From: Judith A. Neu, Village Engineer

Subject: Engineering Monthly Report – May 2024

- We used 999 tons of salt this snow season. For comparison, we used 1207 tons of salt last snow season.
- Jacob Merkel will be joining the water utility staff on May 13th. Jacob is our 3rd hire from the sewer and water intern program.
- 2025 Road Program:
  - Engineering staff has been inspecting roads, curb and sidewalks. On S. Ridgeview Circle, we found that the curb flanges (intersection of pavement and curb) in many areas are severely chipped, but otherwise structurally sound. Because this is a resurfacing project, not a reconstruction project, much of that chipped curb will be left in place. The consultant will be collecting the pavement and curb marks in the coming weeks using drone photography.
  - The video inspection contractor has been on-site inspecting sanitary and storm pipes. There are some repairs that may not be able to wait until 2025 to be fixed.
  - Public Works staff will be inspecting sanitary and storm structures, and water system components, in late May.
- Generators: Design continues. Bidding will be postponed until we know where we stand on the Federal BRIC grant.
- Water Pollution Control Facility: Inspection and evaluation of the Gravity Thickener and Tertiary Filters by the design team and manufacturers' representatives will take place on May 1st to obtain recommendations for repairs/replacements.

Developments:

- Vista Run Phase 2: The remaining work in phase 2A is path construction and punch list, as well as completion of the as-built drawings. The second access to Vista Run is also part of Phase 2 and will be constructed this construction season.
- Vista Run Phase 3: Grading is mostly complete. Road and Utility construction plans have been approved. The Stormwater Management Plan is ready for approval as soon as we receive the signed Stormwater Management Maintenance Agreement. Developer plans to have the project completed this fall.
- Redford Hills: Top lift of asphalt and remaining punch list will be completed later this year.
- Golden Fields: Top lift of asphalt and remaining punch list will be completed later this year.
- Wildflower: Staff is working through the details of the Developer's Agreement with the Developer. Construction plans are expected to be resubmitted soon.