



N64W23760 Main Street
Sussex, Wisconsin 53089
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**PUBLIC WORKS COMMITTEE
VILLAGE OF SUSSEX
6:00 P.M. TUESDAY, AUGUST 6, 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 June 4 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. Hydrant Maintenance Easement to the Village of Sussex from Sussex Corporate Park II, LLC
 - B. Stormwater Easement at Highlands Court from the Village of Sussex to Sussex Corporate Park II, LLC.
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
 - B. Annual Intern Presentation
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.

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Public Works Committee of
June 4, 2024**

1. Roll Call:

The meeting was called to order by Trustee Adkins at 6:02pm.

Members present: Trustee Scott Adkins, Trustee Lee Uecker, Trustee Benjamin Jarvis, and Member John Gorman

Members absent: None

Also present: President Anthony LeDonne, Assistant Village Administrator Kelsey McElroy-Anderson, Village Engineer/Public Works Director Judith Neu, Public Works Foreman Dan Plese, and members of the Public.

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

2. Consideration and possible action on minutes:

A motion by Uecker, seconded by Jarvis to approve the May 7, 2024 meeting minutes as presented.

Motion carried 4-0

3. Comments from Citizens:

4. Consideration and possible action on bills for payment:

A motion by Adkins, seconded by Jarvis to recommend to the Village Board approval of bills for payment in the amount of \$133,342.12.

Motion carried 4-0

5. Consideration and possible action on Utility Items:

A. 2023 CMAR Resolution

A motion by Adkins, seconded by Uecker to recommend to the Village Board approval of Resolution 24-08, A Resolution to Accept the Compliance Maintenance Annual Report.

Motion carried 4-0

B. Booster Pump Replacement

A motion by Jarvis, seconded by Adkins to recommend to the Village Board approval of the replacement of both booster pumps and motors for a total cost of \$63,140.00 plus a 10% contingency for a total allocation of \$69,454.00.

Motion carried 4-0

C. Vista Run Stormwater Management Agreement

A motion by Adkins, seconded by Uecker to recommend to the Village Board approval of the Vista Run Stormwater Management Maintenance Agreement.

Motion carried 4-0

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

A. Vista Run Sidewalk Easements

A motion by Uecker, Seconded by Adkins to recommend to the Village Board approval of the Vista Run Sidewalk Easement.

Motion carried 4-0

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 Adkins, seconded by Jarvis to adjourn the meeting at 6:27p.m.

Motion carried 4-0

Respectfully submitted,
Kelsey McElroy-Anderson
Assistant Village Administrator

VILLAGE OF SUSSEX

PUBLIC WORKS COMMITTEE

BILLS FOR PAYMENT

8/6/2024

VENDOR	AMOUNT		%COMPLETED	NOTES
R.A. SMITH	\$ 15,215.08	VISTA RUN PHASE 3 DEV. - PROF. SERVICES JUNE 2024	ONGOING	BILL TO DEVELOPER: NEUMANN
THE SIGMA GROUP, INC.	\$ 2,814.00	2025 ROAD PROGRAM DESIGN	18.5%	
TOTAL	\$ 18,029.08			



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Date: July 12, 2024
To: Public Works Committee
From: Judith A. Neu, Village Engineer / Public Works Director
Subject: Highlands Court Site XII Hydrant Maintenance Agreement

As part of their site plan for Highlands Court Site XII, Wangard needed to install several private fire hydrants around the building for fire protection. In these situations, to help ensure that the hydrants are properly maintained and functional in the event of a fire, it is standard practice for the Village to enter into a maintenance agreement with the property owner. The easement document grants the Village permission to enter the property to inspect and maintain the private hydrants and sets forth how the owner will reimburse the Village for its time and expenses. This easement document follows our standard format that has been used many times over the years.

Staff recommends that the Committee and Board approve the Hydrant Maintenance Easement with Wangard.

HYDRANT MAINTENANCE EASEMENT

Document Number

Document Name

This Easement, made between Sussex Corporate Park II LLC, a Wisconsin limited liability company, **Grantor**, and the Village of Sussex, a Wisconsin Municipal corporation, **Grantee**, and their respective heirs, successors, and assigns.

Witnesseth, That Grantor, in exchange for \$1 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 as a strip of land being a part of the following described property:

The location of the easement area with respect to the Grantor’s land is as described and shown on Exhibit “A” (which is attached hereto and hereby incorporated by reference).

1. Purpose: The Grantor has received approval from the Grantee for the construction and operation of an industrial development on the site described and shown on Exhibit “A”. Said plans for the site require Grantor to install fire hydrants necessary for the protection of the site on privately owned lands, and Grantor and Grantee desire that the Grantee perform certain inspections and maintenance functions pertaining to the Site’s fire hydrants located on private water mains. Grantee is willing to perform said inspection and maintenance functions pertaining to the Site’s fire hydrants in accordance with the terms of this easement agreement.

2. Access: Grantor shall, at all times, provide and allow the Grantee, its employees, agents, contractors, and consultants, reasonable access to the Site for purposes of conducting routine inspections, and routine and emergency repairs to the hydrants.

3. Inspection and Maintenance Service Activities: The Grantee will, from time-to-time, perform such routine maintenance, repairs, and emergency repairs on the hydrants and isolating valves located on the Site, hereinafter referred to as “Service”. The frequency of inspections by the Grantee, and the repairs performed on the Site shall be consistent with the Grantee’s practices pertaining to publicly owned hydrants and valves inspected and/or owned by the Grantee. Trees, bushes, branches, and roots may be trimmed or removed so as not to interfere with Grantee’s use of the easement area.

4. Payment: Grantor shall pay to the Grantee the full Time and Material Expenses incurred by the Grantee in performing services under this Agreement. For purposes of this Agreement, “Time and Material Expenses” shall consist of:

- a. Personnel costs—All wages (or prorated salary) and benefits (including, without limitation, vacation, holiday, overtime pay and employer’s share of state and federal employment taxes), as determined by the Grantee from time-to-time, for efforts expended by Grantee personnel under this Agreement;
- b. Actual expenses incurred by the Grantee for independent contractors, consultants, and other persons or companies performing some or all of the services called for under this Agreement;

Recording Area

Name and Return Address

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

Part of Tax Key No. SUXV0273998005

Parcel Identification Number (PIN)

- c. Usage and depreciation charges for Grantee vehicles and equipment used in performing services under this Agreement as such charges are determined and modified by the Grantee from time-to-time; and
- d. Actual expenses incurred by the Grantee for the purchase or rental of parts, tools, equipment, or other supplies used in performances described herein.

5. Billing: Grantor shall pay the Grantee the Time and Material Expenses within thirty (30) days of receipt of an invoice from the Grantee for said amount. Amounts not paid after said thirty (30) days may be assessed as a special charge against the property pursuant to Section 66.0627 of the Wisconsin Statutes. Upon Grantor's failure to pay any invoice for Time and Material Expenses, Grantee may, but is not required to, discontinue service under this Agreement.

6. Notice: The Grantee will attempt to notify Grantor orally at least one (1) business day prior to conducting routine maintenance or routine repairs under this Agreement. If the Grantee determines that emergency repairs are necessary, it will attempt to, but is not required to, notify Grantor prior to making said emergency repairs. Routine inspection and maintenance and emergency notices to Grantor under this Agreement shall be made to:

Name: Wangard Operations LLC – Property Management
Telephone: 414-777-1200
Alternate Telephone No.: 414-935-4116

7. Approvals: Nothing in this Agreement shall be construed to require the Grantee to obtain Grantor's verbal or written permission prior to conducting inspections or repairs under this Agreement.

8. Indemnification: Grantor shall indemnify and hold the Grantee, its officers, agents, employees, contractors, and consultants harmless from any and all loss (including, but not limited to, expenses, damages, and legal fees) arising out of, or associated with, the Grantee's performance under this Agreement except to the extent such loss results directly from negligence or intentional wrongful acts of the Grantee, its officers, employees, agents, contractors, and/or consultants in the performance of this Agreement.

9. Insurance: Grantor acknowledges that Grantor is solely responsible for providing such insurance for its property as it deems appropriate and the Grantee will not maintain insurance for Grantor's property and shall not be responsible for any loss or damage or any consequential loss or damage to Grantor's property.

10. Termination of Service: The Service shall continue in force and effect until such time as it is terminated by a party providing the other party with not less than sixty (60) days written notice prior to the requested termination date of the Service. In the event of termination of the Service by either party, Grantor shall be responsible for all inspections and maintenance of the hydrants servicing the Site and Grantor shall provide the Grantee with not less than annual inspections from a licensed plumber attesting to his or her inspection of all hydrants on the Site and further attesting that they are in good operating condition. Termination of Service shall not terminate in any way the easement access rights herein.

11. 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.

12. 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 _____ day of _____, 2024.

Grantor: SUSSEX CORPORATE PARK II LLC

By: _____
Stewart M. Wangard, Manager

State of Wisconsin }
 } ss.
County of Waukesha }

Personally came before me this ____ day of _____, 2024, the above named Stewart M. Wangard, Manager of Sussex Corporate Park II LLC, 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: _____

Dated this _____ day of _____, 2024.

Grantee: Village of Sussex

By: _____

Title: Village President

State of Wisconsin }
 } ss.
County of Waukesha }

Personally came before me this ____ day of _____, 2024, 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 Assistant Village Administrator Jeremy Smith, based upon a form by Village Attorney John P. Macy.

LEGAL DESCRIPTION OF HYDRANT MAINTENANCE EASEMENT

Legal Description of Hydrant Maintenance Easement A

That part of Lot 2 and Lot 3 of Certified Survey Map No. 12581, recorded as Document No. 4774202, in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin, bounded and described as follows:

Commencing at the southeast corner of said Lot 3 and a point of curvature of the northern right of way line of Highlands Court; thence southwesterly 48.19 feet along said right of way line and an arc of curve to the left whose radius is 73.50 feet and whose chord bears South 74° 59' 16" West 47.33 feet to the point of beginning; thence continuing southwesterly 34.48 feet along the arc of a curve to the left of said right of way, whose radius is 73.50 feet and whose chord bears South 44° 37' 20" West 34.17 feet; thence North 0° 00' 00" East, 260.07 feet; thence North 90° 00' 00" West, 65.48 feet; thence South 0° 00' 00" West, 7.00 feet; thence North 90° 00' 00" West, 20.00 feet; thence North 0° 00' 00" East, 7.00 feet; thence North 90° 00' 00" West, 406.50 feet; thence South 0° 00' 00" West, 7.00 feet; thence North 90° 00' 00" West, 20.00 feet; thence North 0° 00' 00" East, 31.00 feet; thence South 90° 00' 00" East, 535.98 feet; thence South 0° 00' 00" West, 259.75 feet to the point of beginning.

Said easement contains 19,048 square feet of land, more or less.

Legal Description of Hydrant Maintenance Easement B

That part of Lot 2 of Certified Survey Map No. 12581, recorded as Document No. 4774202 in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin, bounded and described as follows:

Commencing at the southeast corner of said Lot 2 and a point of curvature of the westerly right of way line of Highlands Court; thence northwesterly, 30.08 feet along said right of way line and an arc of curve to the right whose radius is 73.50 feet and whose chord bears North 50° 34' 00" West 29.87 feet to the point of beginning; thence continuing northwesterly, 24.11 feet along the arc of a curve to the right of said right of way, whose radius is 73.50 feet and whose chord bears North 31° 01' 22" West 24.00 feet; thence South 58° 58' 38" West, 28.87 feet; thence South 90° 00' 00" West, 588.90 feet; thence South 0° 00' 00" East, 33.00 feet; thence North 90° 00' 00" East, 20.00 feet; thence North 0° 00' 00" West, 9.00 feet; thence North 90° 00' 00" East, 378.43 feet; thence South 0° 00' 00" East, 9.00 feet; thence North 90° 00' 00" East, 20.00 feet; thence North 0° 00' 00" East, 9.00 feet; thence North 90° 00' 00" East, 177.12 feet; thence North 58° 58' 38" East, 35.53 feet to the point of beginning.

Said easement contains 15,331 square feet of land, more or less.



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Date: July 12, 2024
To: Public Works Committee
From: Judith A. Neu, Village Engineer / Public Works Director
Subject: Highlands Court Site XII – Stormwater Easement

As part of their site plan for Highlands Court Site XII, Wangard plans to install two storm sewer systems that discharge into the Village's Storm Pond on Outlot 1 of CSM 12340. To ensure that it is clear in the future that these two storm pipes are to be privately owned and maintained, staff recommends that the Village grant an easement to Wangard over the two storm sewer pipes that extend onto Village property. The easement language is the same standard document that we use when entities are granting utility easements to the Village except that, in this case, it is the Village granting the easement to Wangard.

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

STORMWATER EASEMENT

DOCUMENT NO.:

THIS EASEMENT, made between Village of Sussex, a Wisconsin Municipal Corporation, **Grantor**, and Sussex Corporate Park II LLC, a Wisconsin limited liability company, **Grantee**, their successors and assigns.

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 non-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 as being a part of the following described property:

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

1. Purpose: The purpose of this Easement is to install, operate, maintain, and replace stormwater transmission facilities, including but not limited to pipes, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by Grantee and approved by Grantor, all to transmit stormwater to the stormwater pond located within the property known as Outlot 1 of CSM 12340 recorded as Document No. 4676497 in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin upon which the easement area are located. 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. 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 any trees, bushes, branches, or roots which may interfere with Grantee's use of the easement area.
5. 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.
6. 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 _____ day of _____, _____.

Grantor: Village of Sussex

By: _____
Village President

State of Wisconsin }
 }ss.
County of Waukesha }

Personally came before me this ____ day of _____, 2024, the above named _____ Village 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:
Sussex Assistant Village Administrator Jeremy Smith based upon a model from Village Attorney John Macy

RETURN TO:

EXHIBIT "A"

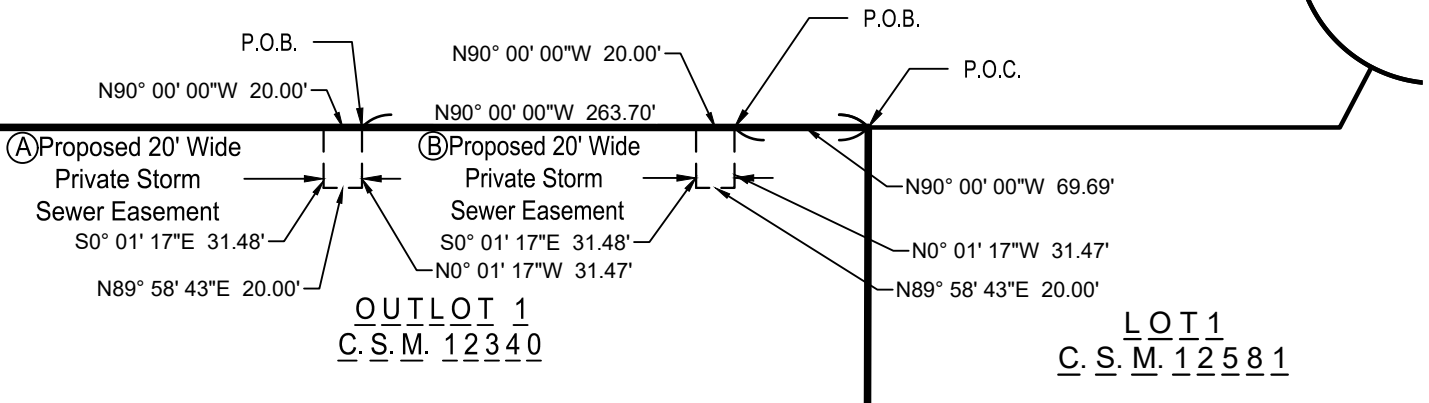
STORMWATER EASEMENT



LOT 3
C. S. M. 1 2 5 8 1

LOT 2
C. S. M. 1 2 5 8 1

HIGHLANDS
CT.



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Fax: 414-643-4210

GRAPHIC SCALE



LEGAL DESCRIPTION OF STORMWATER EASEMENT

Legal Description of Stormwater Easement A

That part of Outlot 1 of Certified Survey Map No. 12340, recorded as Document No. 4676497 in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin, bounded and described as follows:

Commencing at the northeast corner of said Outlot 1; thence North 90° 00' 00" West along the north line of said Outlot 1, said line also being the south line of Lot 2 of Certified Survey Map No. 12581, 263.70 feet to the point of beginning; thence continuing North 90° 00' 00" West along the north line of said Outlot 1 and the south line of Lot 2, CSM 12581, 20.00 feet; thence South 0° 01' 17" East, 31.48 feet; thence North 89° 58' 43" East, 20.00 feet; thence North 0° 01' 17" West, 31.47 feet to the point of beginning.

Said easement contains 630 square feet of land, more or less.

Legal Description of Stormwater Easement B

That part of Outlot 1 of CSM 12340, recorded as Document No. 4676497 in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin, bounded and described as follows:

Commencing at the northeast corner of said Outlot 1; thence North 90° 00' 00" West along the north line of said Outlot 1, said line also being the south line of Lot 2 of Certified Survey Map No. 12581, 69.69 feet to the point of beginning; thence continuing North 90° 00' 00" West along the north line of said Outlot 1 and the south line of Lot 2, CSM 12581, 20.00 feet; thence South 0° 01' 17" East, 31.48 feet; thence North 89° 58' 43" East, 20.00 feet; thence North 0° 01' 17" West, 31.47 feet to the point of beginning.

Said easement contains 630 square feet of land, more or less.

Date: July 30, 2024
To: Public Works Committee
From: Judith A. Neu, Village Engineer
Subject: Engineering Monthly Report – August 2024

- 2025 Road Program:
 - Engineering staff has completed the inspection of roads, parking lots, curb and sidewalks. Consultant has collected the data and has started preparing plans.
 - Public Works staff has completed the inspection of storm structures, sanitary structures, and water system components.
 - Video inspection has been conducted and repairs of sanitary pipes have been analyzed. We are happy to report that no additional pipe repairs are needed. Staff is reviewing the storm videos to determine repair needs. So far, the storm pipe appears to need significant repairs and we suspect that we will only be able to repair the pipes in the worst condition.
 - An emergency pipe repair at an outside drop sanitary manhole was completed in July in the woods north of Good Hope and west of the railroad by Mid-City at a cost of \$32,400. Video inspection revealed that the pipe/tee was broken just outside of the manhole allowing thousands of gallons of groundwater to enter the sanitary system every day.
 - Video inspection revealed inflow / infiltration issues at 8 residential sanitary laterals. One lateral has been repaired, one will be repaired soon, and 6 others will be notified shortly.
- Generators: Design is about 90% complete but have been on hold until we knew where we stood on the Federal BRIC grant. We heard on July 30th that we did not get the grant, so the project is moving forward again.
- Water Pollution Control Facility: A TAC committee meeting is scheduled for early August to discuss project status, cost shares and agreement.
- New Well at Yard Waste Site (Well #9): Staff had a productive meeting with Lannon in late-June regarding the draft agreement for this shared project. Revisions have been made and the document has been sent back to Lannon for review.
- PSB Roof Replacement is done except for a few punch list items.
- Verizon has started construction on their facilities at Well 5 (Executive Drive). They expect construction to take about 3 months.
- Staff applied for a WisDOT Federal Carbon Reduction Grant for the Corky Curtis Trail from Sussex Preserve to CTH K/Executive Drive. The project includes a boardwalk through the wetlands and sidewalk along CTH K from Sussex IM to Executive Drive. If successful, the grant will cover up to 80% of the project costs.
- Since discovering in December/January that Sussex was paying the entire cost to treat significant infiltration into a portion of the Lannon Interceptor, we have recouped almost \$64,000 from our partner communities for their share of that cost.

Developments:

- Vista Run Phase 3: Grading is mostly complete. Sanitary sewer and water main is installed in all roads except Big Sky Drive. Storm sewer is under construction. Developer plans to have the project completed this fall.
- Redford Hills and Golden Fields: Top lift of asphalt and remaining punch list will be completed later this year.
- Wildflower: We are working with the developer on the Developer's Agreement.
- Wangard Site XII: Public Infrastructure plans have been approved. Construction is planned for Fall.
- Maple Avenue School Improvements: Plans are being considered that will provide additional parking and parent vehicle stacking on the school grounds to help eliminate daily Maple Avenue traffic jams.