



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, NOVEMBER 5, 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 September 3, 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 with Dynamic Wisconsin, LLC.
6. Consideration and possible action on Sidewalk and Street Items:
7. Consideration and possible action on Other Public Works Items
 - A. Bids for Generators
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.

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Public Works Committee of
September 3, 2024**

1. Roll Call:

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

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

Members absent: Member John Gorman

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

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

2. Consideration and possible action on minutes:

A motion by Uecker, seconded by Jarvis to approve the August 6, 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 Jarvis, seconded by Adkins to recommend to the Village Board approval of bills for payment in the amount of \$51,866.55.

Motion carried 4-0

5. Consideration and possible action on Utility Items:

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

A motion by Adkins, seconded by LeDonne to approve the contract with Waukesha County for salt for the 2024-2025 season.

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:

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 6:09p.m.

Motion carried 4-0

Respectfully submitted,
Jennifer Moore
Village Clerk

VILLAGE OF SUSSEX

PUBLIC WORKS COMMITTEE

BILLS FOR PAYMENT

11/5/2024

VENDOR	AMOUNT		%COMPLETED	NOTES
R. A. SMITH	\$ 1,294.50	CORKY CURTIS TRAIL - PROF. SERV. SEPT. 2024	60.1%	
RUEKERT & MIELKE, INC.	\$ 4,346.85	REDFORD HILLS S/D - PROF. SERV. 9/07-10/04/2024	ONGOING	BILL TO DEVELOPER: CAS INVESTMENTS
THE SIGMA GROUP, INC.	\$ 12,592.52	2025 ROAD PROGRAM DESIGN - HIDDEN OAKS DR & MAPLE AVE & 2025 PARKING LOTS DESIGN - PROF. SERV. THRU SEPT 2024	51.0%	
WOLF PAVING CO., INC.	\$ 72,566.49	2023 ROAD PROGRAM - PROF. SERV. THRU 11/15/2023-10/17/2024 FINAL PAYMENT	78.3%	
TOTAL	\$ 90,800.36			



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Date: October 16, 2024
To: Public Works Committee
From: Judith A. Neu, Village Engineer / Public Works Director
Subject: Highlands Court Site XI (Dynamic Ratings) Hydrant Maintenance Agreement

As part of their site plan for Highlands Court Site XI, Dynamic Wisconsin, LLC 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 Dynamic Wisconsin, LLC.

HYDRANT MAINTENANCE EASEMENT

Document Number

Document Name

This Easement, made between Dynamic Wisconsin 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 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 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;

Recording Area

Name and Return Address

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

Tax Key No. SUXV0273998011

Parcel Identification Number (PIN)

- 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;
- 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: Dynamic Ratings
Telephone No.: 1-262-314-7802
Alternate Telephone No.: 1-262-391-7999

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. Runs with the Land. 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.

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.

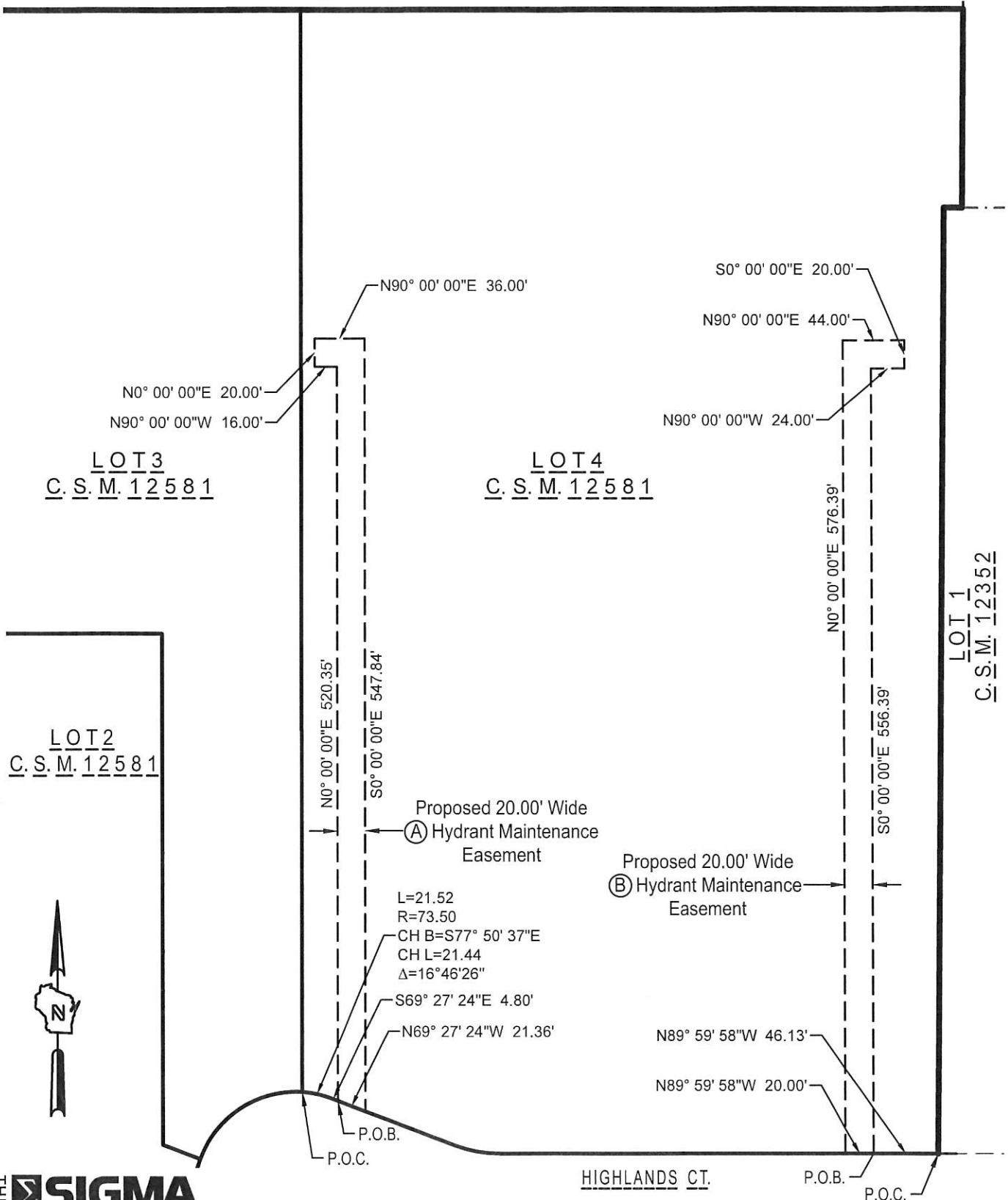
Notary Public, State of Wisconsin

My Commission: _____

This instrument was drafted by Assistant Village Administrator Jeremy Smith, based upon a form by Village Attorney John P. Macy.

EXHIBIT "A"

HYDRANT MAINTENANCE EASEMENT



THE SIGMA GROUP
 Single Source. Sound Solutions.

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

GRAPHIC SCALE

0 100' 200'

PROJECT NUMBER 22993 DRAFTED BY CMM

LEGAL DESCRIPTION OF HYDRANT MAINTENANCE EASEMENT

Legal Description of Hydrant Maintenance Easement A

That part of Lot 4 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 southwest corner of said Lot 4 and a point of curvature of the northern right of way line of Highlands Court; thence southeasterly 21.52 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 77° 50' 37" East 21.44 feet; thence South 69° 27' 24" East along said right of way, 4.80 feet; to the point of beginning; thence North 0° 00' 00" East, 520.35 feet; thence North 90° 00' 00" West, 16.00 feet; thence North 0° 00' 00" East, 20.00 feet; thence North 90° 00' 00" East, 36.00 feet; thence South 0° 00' 00" East, 547.84 feet; thence North 69° 27' 24" West, 21.36 feet to the point of beginning.

Said easement contains 11,202 square feet of land, more or less.

Legal Description of Hydrant Maintenance Easement B

That part of Lot 4 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 4 a point on the northerly right of way line of Highlands Court; thence North 89° 59' 58" West along said right of way, 46.13 feet to the point of beginning; thence continuing North 89° 59' 58" West, 20 feet; thence North 0° 00' 00" East, 576.39 feet; thence North 90° 00' 00" East, 44.00 feet; thence South 0° 00' 00" East, 20.00 feet; thence North 90° 00' 00" West, 24.00 feet; thence South 0° 00' 00" East, 556.39 feet to the point of beginning.

Said easement contains 12,008 square feet of land, more or less.



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TO: Public Works Committee
 FROM: Judith A. Neu, Village Engineer/Public Works Director
 RE: Emergency Generators Civic Center, Public Safety Building & Public Works Garage
 Project – Construction Bids Services Recommendations
 DATE: October 17, 2024

The Village took bids for the installation of three new diesel emergency generators (Civic Center, Public Safety Building, and Public Works Garage). The contractor will have until November 21, 2025, to achieve Final Completion. This project was funded in the 2024 budget by depreciation funds.

Construction bids for the Emergency Generators were received (shown below) and opened on October 17, 2024. The low bid with contingency, came in \$124,000 under the estimate of \$996,000. The projects were bid together to gain purchasing power and save on installation costs.

Contractor	Emergency Generator Price - Civic Center	Emergency Generator Price – Public Safety Building	Emergency Generator Price – Public Works Garage	TOTAL
Wil-Surge Electric, Inc.	\$332,840.00	\$285,145.00	\$174,829.00	\$792,814.00
Steiner Electric, Inc.	\$357,000.00	\$299,977.00	\$188,937.00	\$845,914.00
Roman Electric Co., Inc.	\$361,223.00	\$406,412.00	\$285,708.00	\$1,053,343.00

The project consists of removal and disposal of the existing generators at the Civic Center and Public Safety Building and installation of the new, larger generators to power the Civic Center and Police and Fire Departments; and install a new emergency generator at the Public Works Garage. The project includes installation of the necessary electrical systems, components, equipment, testing, and appurtenances to meet Code compliance. The project also includes misc. common excavation and grading; crushed aggregate base course; concrete sidewalks and equipment pads; retaining wall at the Public Safety Building; bollards; erosion and traffic control; final landscaping, plantings, and restoration.

Staff have reviewed the bids and the qualifications of Wil-Surge Electric, Inc., the low bidder for the Emergency Generators Civic Center, Public Safety Building & Public Works Garage Project. Based on previous work done in other municipalities and a review of their Prequalification Statement and Bidders Proof of Responsibility, staff finds that they are capable of performing the work described in the Contract Documents.

Recommendations:

Staff recommends that the project be awarded to Wil-Surge Electric, Inc. Staff recommends that a 10% contingency (**\$79,281.40**) be included for a total allocation of **\$872,100.00** for the Emergency Generators Civic Center, Public Safety Building & Public Works Garage Project.

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

- 2025 Road Program:
 - Staff has is reviewing the 60% plans and specifications for the 2025 Road Program and 2025 Parking Lot Repair projects.
 - Staff is working on the design and specifications for the Weaver Drive and Wildflower Parkway Reconstruction project in Village Park to be bid with the 2025 Road Program.
- Water Pollution Control Facility: The TAC agreement has been finalized by all communities. Staff is currently reviewing 60% plans and specifications. We will need to add work to replace the bar screen to the project as this equipment has experienced significant issues since July 2024.
- PSB Roof Replacement is done except for a few punch list items and paperwork. Final payment should be approved soon.
- Staff applied for a CMAQ grant from WisDOT for the Northeast Interceptor Trail from the south end of Woodland Trails subdivision to Good Hope Road. The trail will be mostly through the woods north of the yard waste site and then run between the farm field and the tree line south of the working portion of the yard waste site following the route of the Northeast Sanitary Interceptor Sewer.
- 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 over \$93,000 from our partner communities for their share of that cost. Staff is working with Lannon & Menomonee Falls to identify the source(s) of the clean water inflow / infiltration.
- Water Softener Rebates: So far, we've issued 8 rebates for Optimizations (\$75 each) and 12 rebates for Replacements (\$200 each) for a total of \$3,000 spent.
- MS-4 Permit: The Upper Fox River group permit received no comments during the public notice period; thus, the new permit will be issued on November 1st. The permit period is 5 years (thru Oct 2029). The permit remains relatively unchanged. For this permit period, there are no requirements related to DNR's TMDL study that is currently underway.

Developments:

- Vista Run Phase 3: Curb and binder have been installed. Sidewalk installation is scheduled to take place in the coming weeks.
- Redford Hills and Golden Fields: Top lift of asphalt have been installed.
- Wildflower: Developer's Agreement discussions are still in progress.
- Wangard Site XII: Public Infrastructure plans construction has been completed.