



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

AGENDA
VILLAGE BOARD
VILLAGE OF SUSSEX
6:00 P.M. TUESDAY, MAY 26, 2020
SUSSEX CIVIC CENTER BOARD ROOM
N64W23760 MAIN STREET

THIS MEETING CAN BE ACCESSED VIRTUALLY:

1. BY CALLING 1 312-626-6799 AND ENTERING MEETING ID: 813 8198 1509
THE MEETING MATERIALS WILL BE AVAILABLE AT
WWW.VILLAGESUSSEX.ORG AND DURING THE MEETING BY WATCHING
CHANNEL 25 THE VILLAGE'S CABLE CHANNEL ON SPECTRUM CABLE.
2. CLICKING THE FOLLOWING LINK: <https://us02web.zoom.us/j/81381981509>

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes of the Village Board meeting held on May 12, 2020, and the special Village Board on May 19, 2020.
4. Communications and Public Hearings
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions including Successfully Sussex Awards.
5. Committee Reports
 - A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 1. Recommendation and possible action on Sussex EGG Plus program to support Sussex small retail/service businesses impacted by COVID 19 business interruptions.
 - C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 1. Recommendation and possible action on Park Facility Rental Rates for Non-Residents.
 2. Recommendation and possible action on Parks and Recreation actions/procedures due to COVID 19 and Health guidelines.
 - D. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

- E. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.
 - 1. Recommendation and possible action on a CSM for extra territorial review Town of Lisbon Lied's property on CTH F and Townline.
 - 2. Recommendation and possible action on a CSM for Maurice and Diane Koch to create a single family lot for W238N6640 Orchard Drive.
 - 3. Recommendation and possible action on a CSM for Harvest View Farms Inc. (N67W25913 Silver Spring Drive).
 - 4. Recommendation and possible action on a Final Plat for Woodland Preserve Subdivision continuation of Woodland Creek Drive.
 - F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
- 6. Staff Reports on upcoming events, projects in process, future agenda items and scheduled meetings.
 - 7. Comments from citizens present.
 - 8. Old Business.
 - A. Consideration and possible action on Real Property Health Settlement and Release.
 - 9. New Business.
 - A. Consideration and possible action on Policy with regards to Ace purchases
 - 10. Consideration and possible action on resignations and appointments.
 - A. Trustee Appointments
 - B. Citizen Appointments
 - 11. Adjournment

Anthony LeDonne
Village President



Jeremy Smith
Village Administrator

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

DISCLAIMER- THE FOLLOWING ARE DRAFT MINUTES FROM
THE VILLAGE BOARD AND ARE
SUBJECT TO CHANGE UPON APPROVAL OF THE VILLAGE BOARD
VILLAGE OF SUSSEX
SUSSEX, WISCONSIN

**Minutes of the Village Board Meeting of
May 12, 2020**

**THIS MEETING WAS HELD VIRTUALLY DUE TO THE GOVERNOR'S EMERGENCY SAFER AT HOME
ORDER DUE TO COVID-19 VIRUS**

1. Roll Call

The meeting was called to order by President LeDonne at 6:04 pm.

Members present: Greg Zoellick, Lee Uecker, Scott Adkins, Ron Wells, Wendy Stallings, Michael Bartzen and President Anthony LeDonne.

Members excused: None

Also present: Administrator Jeremy Smith, Attorney John Macy, Assistant Village Administrator Kelsey McElroy-Anderson, Administrative Services Director Samuel Liebert, and members of the Public.

2. Pledge of Allegiance

President LeDonne led the pledge of allegiance.

3. Meeting Minutes

A motion by Stallings, seconded by Bartzen to approve the April 28, 2020 Village Board meeting minutes.

Motion carried 7-0

4. Communications and Public Hearings

A. Village President Report

President LeDonne stated that on May 19th the Community Development Board will meet at 5:30 pm, the Plan Commission will meet at 6:30 pm and Park & Recreation Committee will meet at 7:00 pm. May 20th the Pauline Haass Library Board will meet at 6:30 pm.

5. Committee Reports

A. Finance and Personnel

A.1. Motion by Bartzen, seconded by Zoellick to approve of the April Check Register and P-card Statement in the amount of \$2,628,346.54.

Motion carried 7-0

A.2. Motion by Bartzen, seconded by Adkins to approve of the Operator License Policy as presented by staff.

Motion carried 7-0

A.3. Motion by Bartzen, seconded by Uecker to approve of the 1st quarter investment report.

Motion carried 7-0

A.4. Motion by Bartzen, seconded by Adkins to approve of the 2019 Surplus Allocation in the amounts of: \$300,000 for COVID-19 related expenses and \$205,000 to the Public Works Garage cycle gap in the Capital Fund.

Motion carried 7-0

B. Public Works

B.1. Motion by Adkins, seconded by Bartzen to approve of bills for payment in the amount of \$901,022.05.

Motion carried 7-0

B.2. Motion by Adkins, seconded by Stallings to approve the purchase of the truck chassis from Badger Truck, which is the lowest bidder and Casper's Truck Equipment is the low bid for the service body. The total cost of the utility truck will be \$51,636.00
Motion carried 7-0

6. Staff Reports

Mrs. McElroy-Anderson stated that she had nothing to report.

Mr. Smith stated that arbitration is scheduled for next week with the Town of Lisbon. He is not yet sure if it is Wednesday or Thursday.

Mr. Macy stated that he wasn't sure the status of the Supreme Court case in regards to the Governor's order. As soon as he knows more, he will report to the village.

Mr. Liebert stated that he had nothing to report.

7. Comments from Citizens Present

No one present wished to speak.

8. Old Business

8.A. Motion by Bartzen, seconded by Adkins to approve of CSM for Sussex Corporate Park to divide lot 1 Tax Key#SUXV0273999006 to create 3 lots, lot 2 will be the future site of the Kwik Trip. Motion carried 7-0

9. New Business

9.A. President LeDonne asked for input from the board members on their thoughts about meeting in-person again and bringing back some normalcy.

Trustee Zoellick stated he is willing to meet in person or virtually.

Trustee Wells stated that he agreed with Trustee Zoellick.

Trustee Stallings asked Administrator Jeremy Smith if we expected the 'Safer at Home' order to go beyond May 26th. Mr. Smith stated that the Governor has said he planned not to extend the order 'as is', but that a new order with relaxed guidelines would most likely be presented.

Trustee Uecker stated that he would go along with what the majority decided to go with.

Trustee Bartzen stated that he would prefer to continue to meet virtually.

Trustee Adkins stated that he would prefer to continue to meet virtually.

Mrs. McElroy-Anderson stated that if meetings were to be both in person and virtual, that they would continue to look the same. Trustees would still have laptops in front of them and broadcasting of the meetings would remain the same.

Mr. Smith stated that he has no opinion one way or the other.

Mr. Liebert stated that he would prefer to continue to meet virtually but can come in person if needed.

Trustee Wells asked if the Village could continue to support a local business, like Ace Hardware in Sussex and not 'big box' stores.

Attorney Macy stated that this matter is currently not on the agenda and that it should be properly posted to a future agenda or that Trustee Wells should reach out to staff for any questions he may have on the subject.

Trustee Uecker asked that the Ace Hardware discussion be placed on the next agenda. He also stated that his main concern with meeting in person is the health of the public.

9.B. Motion by LeDonne, seconded by Zoellick to approve Resolution 20-17 Requesting the Governor to Reopen the State.

A roll call vote was taken.

Adkins – Aye

Bartzen – Nay
Stallings – Nay
Uecker – Nay
Wells – Aye
Zoellick – Aye
LeDonne – Aye

The vote was 4-3.

The motion carried.

10. Consideration on resignation and appointments

10.A. Motion by LeDonne, seconded by Wells to appoint Trustee Greg Zoellick to the Plan Commission.

A roll call vote was taken.

Adkins – Nay
Bartzen – Nay
Stallings – Nay
Uecker – Nay
Wells – Aye
Zoellick – Aye
LeDonne – Aye

The vote was 3-4.

The motion failed, due to a super majority of 2/3 of the board not in agreement. Due to state law, members appointed to the Plan Commission require a 2/3 vote for approval.

10.B. Motion by LeDonne, seconded by Wells to approve all of the Citizen Committee Appointments as presented by the Village President.

A roll call vote was taken.

Adkins – Nay
Bartzen – Nay
Stallings – Nay
Uecker – Nay
Wells – Aye
Zoellick – Aye
LeDonne – Aye

The vote was 3-4.

The motion failed and did not carry.

Motion by Stallings, seconded by Akins to approve all renewal appointments to the Finance and Personnel Evaluation Committee, Public Safety and Welfare Committee, Senior Citizen Advisory Committee, Board of Fire Commissioners and Pauline Haass Public Library.

Trustee Zoellick stated that he received a call from Bill Wiesneski that he was no longer interested in serving on the Finance and Personnel Evaluation Committee.

Motion and second withdrawn.

Motion by Stallings, seconded by Akins to approve all appointments to the Public Safety and Welfare Committee, Senior Citizen Advisory Committee, Board of Fire Commissioners and Pauline Haass Public Library.

Motion carried 7-0

Motion by Stallings, seconded by Wells to reappoint Mike Waltz to the Park & Recreation Board. Motion carried 7-0

11. Adjournment

Motion by Stallings, seconded by Bartzen to adjourn at 7:29 pm.

Motion carried 7-0

Respectfully submitted,

Samuel Liebert
Administrative Services Director, Clerk/Treasurer

DRAFT

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VILLAGE OF SUSSEX
SUSSEX, WISCONSIN

**Minutes of the Special Village Board Meeting of
May 19, 2020**

1. Roll Call

The meeting was called to order by President LeDonne at 8:05 pm.

Members present: Greg Zoellick, Lee Uecker, Scott Adkins, Ron Wells, Wendy Stallings, Michael Bartzen and President Anthony LeDonne.

Members excused: None

Also present: Administrator Jeremy Smith, Attorney John Macy, Assistant Village Administrator Kelsey McElroy-Anderson, Town of Lisbon Chairman Joe Osterman, and Town of Lisbon Supervisor Marc Moonen.

2. Closed Session

President LeDonne read the notice to convene into executive session under Wis. Stats. 19.85(1)(g) when conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved with respect to arbitration with the Town of Lisbon.

A motion by Adkins, seconded by Bartzen to convene into executive session under Wis. Stats. 19.85(1)(g) when conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved with respect to arbitration with the Town of Lisbon.

Upon a roll call vote being taken, the vote was: Aye: 7 Nay: 0. The motion CARRIED. 7-0.

The board entered into executive session at 8:12 pm.

Motion made by Uecker, seconded by Zoellick to go back into open session at 10:16 pm. Motion carried 7-0

3. Settlement Agreement

A motion by Uecker, seconded by Stallings to not approve the settlement agreement titled "Stipulation and Arbitration Award" as drafted by the Town of Lisbon.

Upon a roll call vote being taken, the vote was: Aye: 7 Nay: 0. The motion CARRIED. 7-0.

4. Adjournment

Motion by Stallings, seconded by Adkins to adjourn at 10:22 pm.

Motion carried 7-0

Respectfully submitted,

Kelsey McElroy-Anderson
Assistant Village Administrator



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MEMORANDUM

To: Village Board
From: Sam Liebert, Administrative Services Director, Clerk-Treasurer
Re: Village Board Meeting- May 26, 2020
Date: May 21, 2020

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

5.A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

5.B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

5.B.1. The Community Development Authority recommends approval of the Economic Growth Grant Plus (EGG Plus) program with a commitment of \$50,000.00 and the cap of \$2,000.00 per business. The Economic Growth Grant Plus program is intended to support existing small Sussex businesses who have been impacted by COVID 19 interruptions. The program is an add on program to the existing EGG grant and designed to address a portion of the economic impacts that small Sussex Businesses may have faced while being forced to be closed during the Safer at Home Orders in the State of Wisconsin. The programs goal is to help these small businesses get back on their feet and keep growing. Please see the attached memo from Kasey Fluet, Assistant Development Director, for additional information.

5.C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

5.C.1. The Park & Recreation Board recommends approval of adding non-resident pricing to all park rentals. As we transition into a new recreation & facility rental software, it makes sense to streamline all facility rentals. This includes adding in a nonresident rate for all rentals as they currently do not exist for most park rentals. Nonprofits with tax exempt certifications would be able to utilize the resident rate. Please see the attached memo from Halie Dobbeck, Parks and Recreation Director, for additional information.

5.C.2. The Park & Recreation Board recommends approval to implement the following policies in regards to rentals and mass gatherings at Village owned park spaces and the Civic Center:

- * Cancel the 4th of July Celebration and Fireworks.

- * All renters must agree to follow the Waukesha County Health Department Mass Gathering Guidelines.
- * All facility rentals will be charged a \$25 fee so that staff can ensure proper sanitation between rentals.
- * Renters will need to sign an agreement to abide by Waukesha County Mass Gathering Guidelines as well as recommendations by CDC and WEDC to maintain social distancing and practice excellent hygiene. If renters violate this policy, it could lead to future rental privileges being revoked.
- * A Rental Space is the defined area of compliance with the Waukesha County Mass Gathering Guidelines.
- * The Recreation Department will begin offering youth and adult programs, as is feasible and interest is significant enough for enrollment starting July 5th.
- * No Senior programming will be offered this summer, to align with Waukesha County Senior Dining program (as is existing procedure).
- * Allow the Toe Nail Trimmers program and the Sussex Farmers Market to operate with a sufficient return to action plan that complies with Waukesha County guidelines
- * Staff to exercise best judgement in the cancelation or re-imagination of summer Village special events.
- * Opening of the splash pad will be discussed in greater detail once we are state licensed.
- * Open the public bathrooms after Memorial Day and hire additional staff to cover an additional cleaning and sanitizing of the bathrooms in the evening. The additional cost is \$3,192.00.

5.D. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

5.E. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

5.E.1. The Plan Commission recommends the Village Board acknowledge the CSM for extra territorial review Town of Lisbon Lied's property on CTH F and Townline, because the zoning of the land doesn't match the requirements of the boundary stipulations; subject to review by the Village Engineer and Exhibit A.

5.E.2. The Plan Commission recommends approval of the CSM for Maurice and Diane Koch W238N6640 Orchard Drive subject to temporary termination is constructed at the end of Orchard Drive for the single family resident on lot two, review by the Village Engineer, the standard conditions of CSM approval and Exhibit A.

5.E.3. The Plan Commission recommends approval of the CSM for Harvest View Farms Inc. subject to the approval of a legal non-conforming conditional use, the standard conditions of CSM approval, review by the Village Engineer and Exhibit A.

5.E.4. The Plan Commission recommends approval of the Final Plat for Woodland Preserve subject to the Final Plat to include the improvements in outlot two associated with the subdivision and the approval of the Restrictive Covenants, the standard conditions of Plat approval, obligations of the Developers Agreement have been met and any conditions by the Village Engineer and Exhibit A.

5.F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

8.A. Staff recommends approval of the settlement in regards to the Real Property Health Settlement and Release. Please refer to the Settlement Agreement and the attached memo from Village Administrator Jeremy Smith, for additional information.

9.A. Consideration and possible action on Policy with regards to Ace purchases. Please refer to the memos from Village Administrator Jeremy Smith and Finance Director Nancy Whalen, the policy and the legal opinion from Village Attorney John Macy for additional information.

10.A. Trustee Plan Commission Appointment. Please see the Village Presidents recommendations for Trustee Plan Commission appointment for the session.

10.B. Citizen Committee Appointments. Please see the Village Presidents recommendations for Citizen Committee appointments.



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MEMORANDUM

TO: Village Board
FROM: Kasey Fluet, Assistant Development Director
RE: CDA meeting May 19, 2020

The CDA met to discuss the current Economic Growth Grant and whether or not to make changes to the requirements for eligibility to add a short term program to help small business who've been impacted by Safer at Home shutdowns. After much discussion the CDA is recommending an Economic Growth Grant Plus (EGG Plus) program with a commitment of \$50,000.00 and the cap of \$2,000.00 per business. The CDA discussed the guidelines and eligibility, below is the process of the application form.

ELIGIBLE APPLICANTS:

The Egg Plus program focus is for small businesses, that:

Have a physical operation in Sussex, which directly pays property taxes to Sussex, or indirectly does through rent (No home based business/operations)

Has 15 full time equivalent or fewer employees,

Are retail/commercial/service in nature and

Were forced to close or strictly reduce their operations by the Safer at Home Order

Not eligible are nonprofit businesses, daycares and for calculation of 15 employee threshold, businesses that own multiple stores, shall include all of those employees (whether in Sussex or not)

ELIGIBLE PROJECT COSTS:

The Egg Plus Program costs include payment of up to 50% of a Village related charge:

License or application fees related to business operations,

Sewer, Water, or Stormwater Charge

The Cap is \$2,000 per business and has to be related to expenses/charges that occurred in March, April, May, June, or July of 2020. Property taxes are not eligible.

MATCH REQUIREMENT:

The Egg Plus program covers only 50% of eligible expenses.

FUNDING AVAILABILITY AND TIMELINE:

The CDA has committed \$50,000.00 and the maximum amount available per business is \$2,000.00. It is anticipated that there will be a greater demand for the funds than there are funds available. The CDA is under no requirement to award a grant in any cycle and the program is a limited term program. Grant funds are only paid based on the receipts or invoices for the items listed in the eligible project costs and are paid directly to the Village. The Egg Plus program application is a simple one page application and a description of how the grant will enable the business to get back on its feet. The CDA will review applications every two weeks until funds are extinguished at which time the program may cease.

UNDERWRITING CRITERIA:

In determining whether to fund the application and the amount of the award, the Sussex CDA will consider all of the following, in addition to any other information it considers relevant

The Egg Plus Criteria is focused solely on how these funds will help the business get back on its feet and if the business meets the eligibility criteria.

THE APPLICATION PROCESS:

Applications for EGG Plus funding must be submitted at any time, but will be reviewed in the next available two week program cycle for consideration in that grant cycle. Before submitting an application please set up an appointment with Assistant to the Development Director Kasey Fluet to discuss your application. For more information or for technical assistance please contact kfluet@villagesussex.org or call 262-246-5200.

Sussex CDA Economic Growth Grant (EGG) Plus

The Economic Growth Grant Plus program is intended to support existing small Sussex businesses who have been impacted by COVID 19 interruptions to business the program is an add on program to the existing EGG grant and designed to address a portion of the economic impacts that small Sussex Businesses may have faced while being forced to be closed during the Safer at Home Orders in the State of Wisconsin. The programs goal is to help these small businesses get back on their feet and keep growing.

ELIGIBLE APPLICANTS:

The Egg Plus program focus is for small businesses, that:

Have a physical operation in Sussex, which directly pays property taxes to Sussex, or indirectly does through rent (No home based business/operations)

Has 15 full time equivalent or fewer employees,

Are retail/commercial/service in nature and

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Not eligible are nonprofit businesses, daycares, and for calculation of 15 employee threshold, businesses that own multiple stores, shall include all of those employees (whether in Sussex or not)

ELIGIBLE PROJECT COSTS:

The Egg Plus Program costs include payment of up to 50% of a Village related charge:

License or application fees related to business operations,

Sewer, Water, or Stormwater Charge

The Cap is \$2,000 per business and has to be related to expenses/charges that occurred in March, April, May, June, or July of 2020. Property taxes are not eligible.

MATCH REQUIREMENT:

The Egg Plus program covers only 50% of eligible expenses.

FUNDING AVAILABILITY AND TIMELINE:

The CDA has committed \$50,000.00 and the maximum amount available per business is \$2,000.00. It is anticipated that there will be a greater demand for the funds than there are funds available. The CDA is under no requirement to award a grant in any cycle and the program is a limited term program. Grant funds are only paid based on the receipts or invoices for the items listed in the eligible project costs and are paid directly to the Village. The Egg Plus program application is a simple one page application and a description of how the grant will enable the business to get back on its feet. The CDA

will review applications every two weeks until funds are extinguished at which time the program may cease.

UNDERWRITING CRITERIA:

In determining whether to fund the application and the amount of the award, the Sussex CDA will consider all of the following, in addition to any other information it considers relevant

The Egg Plus Criteria is focused solely on how these funds will help the business get back on its feet and if the business meets the eligibility criteria.

THE APPLICATION PROCESS:

Applications for EGG Plus funding must be submitted at any time, but will be reviewed in the next available two week program cycle for consideration in that grant cycle. Before submitting an application please set up an appointment with Assistant to the Development Director Kasey Fluet to discuss your application. For more information or for technical assistance please contact kfluet@villagesussex.org or call 262-246-5200.

Sussex CDA Economic Growth Grant (EGG) Application

Business Legal Name _____

Address of Business _____

Contact Name _____ Phone _____

E-mail _____

Explain your business/operation: _____

How many employees: _____ Grant Amount Requested

\$ _____

On a separate piece of paper provide a statement how these funds will be used and how your business will benefit from the funds.

I hereby and am legally authorized to submit this application for EGG Plus funding from the CDA of the Village of Sussex. All the submitted materials are factually accurate and I understand that these documents are subject to open records requests and will not be returned.

Signature of Applicant

Date



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MEMORANDUM

To: Park Board
From: Halie Dobbeck, Parks and Recreation Director
Re: Park Rental Fees: Adding a Nonresident Rate
Date: May 5, 2020

As we move to a new recreation/facility rental software, it makes sense to streamline all facility rentals. This includes adding in a nonresident rate for all rentals as they currently do not exist for most park rentals.

Currently the Civic Center and The Grove feature resident and non-resident rates. We plan to leave facility rental prices as is for residents and add a non-resident rate that is 25% higher than the resident rate, which is standard for our department.

We would propose that nonprofits with tax exempt certifications be able to utilize the resident rate.

Below are the new proposed daily rental rates.

Village Park Lion's Open Air Shelter
\$155 Residents
\$184 Non-Residents

Village Park Early Days Open Air Shelter
\$55 Residents
\$69 Non-Residents

Village Park North Open Air Shelter
\$80 Residents
\$100 Non-Residents

Village Park Concession Stand Shelter
\$45 Residents
\$57 Non-Residents

Village Park Lion's Enclosed Building
\$100 Residents
\$125 Non-Residents

Village Park Lion's Enclosed Building Indoor Restrooms
\$20 Residents + Non-Residents

Armory Park Open Air Shelter
\$40 Residents
\$50 Non-Residents

Armory Park Concession Stand W/ Shelter
\$75 Residents
\$94 Non-Residents

Madeline Park Train Depot
\$75 Residents
\$94 Non-Residents

Green Space (as designated in Village Park/Armory Park)
\$25 Residents
\$32 Non-Residents

Tennis and Volleyball Courts
\$10/court Residents
\$13/court Non-Residents

Disc Golf Closure
\$100 Residents
\$125 Non-Residents

Dis Golf League (3 hour period per day)
\$25 Residents
\$32 Non-Residents

Staff Recommends: Staff recommends the approval of adding non-resident pricing to all park rentals.



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MEMORANDUM

To: Village Board
From: Halie Dobbeck, Parks and Recreation Director
Re: Park and Recreation Reopening Recommendations
Date: May 22, 2020

On May 13, 2020 the Wisconsin Supreme Court struck down the Governor's Safer at Home Executive Order. This ruling left no policies in place related to the COVID-19 pandemic.

Wis. Stat. §§ 61.34(1) and 62.11(5) gives counties and municipalities the ability to pass their own policies related to COVID-19.

Park Board evaluated guidelines and recommendations from the Wisconsin Department of Health Services (DHS), Waukesha County's Health Officer, and the Wisconsin Economic Development Corporation (WEDC), and the Centers for Disease Control and Prevention (CDC).

Please see below the full recommendation pertaining to rentals, restrooms, and mass gatherings at Village owned park spaces and the Civic Center.

- * Cancel the 4th of July Celebration and Fireworks.
- * All renters must agree to follow the Waukesha County Health Department Mass Gathering Guidelines.
- * All facility rentals will be charged a \$25 fee so that staff can ensure proper sanitation between rentals.
- * Renters will need to sign an agreement to abide by Waukesha County Mass Gathering Guidelines as well as recommendations by CDC and WEDC to maintain social distancing and practice excellent hygiene. If renters violate this policy, it could lead to future rental privileges being revoked.
- * A Rental Space is the defined area of compliance with the Waukesha County Mass Gathering Guidelines.
- * The Recreation Department will begin offering youth and adult programs, as is feasible and interest is significant enough for enrollment starting July 5th.
- * No Senior programming will be offered this summer, to align with Waukesha County Senior Dining program (as is existing procedure).

- * Allow the Toe Nail Trimmers program and the Sussex Farmers Market to operate with a sufficient return to action plan that complies with Waukesha County guidelines
- * Staff to exercise best judgement in the cancelation or re-imagination of summer Village special events.
- * Opening of the splash pad will be discussed in greater detail once we are state licensed.
- * Open the public bathrooms after Memorial Day and hire additional staff to cover additional cleaning and sanitizing of the bathrooms in the evening. The additional cost is \$3,192.00.

WAUKESHA COUNTY CERTIFIED SURVEY MAP #

A PART OF THE NW 1/4 AND NE 1/4 OF THE NE 1/4 OF SECTION 25 IN THE TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

SURVEYOR

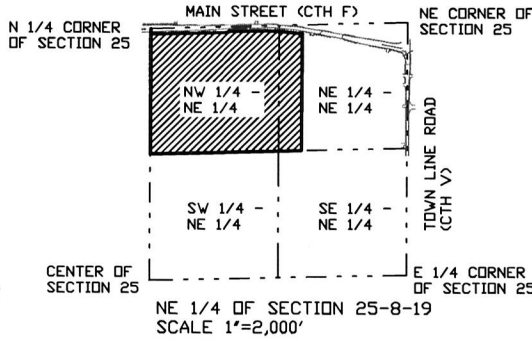
CHRISTOPHER J. KUNKEL
107 PARALLEL STREET
BEAVER DAM, WI.

OWNER

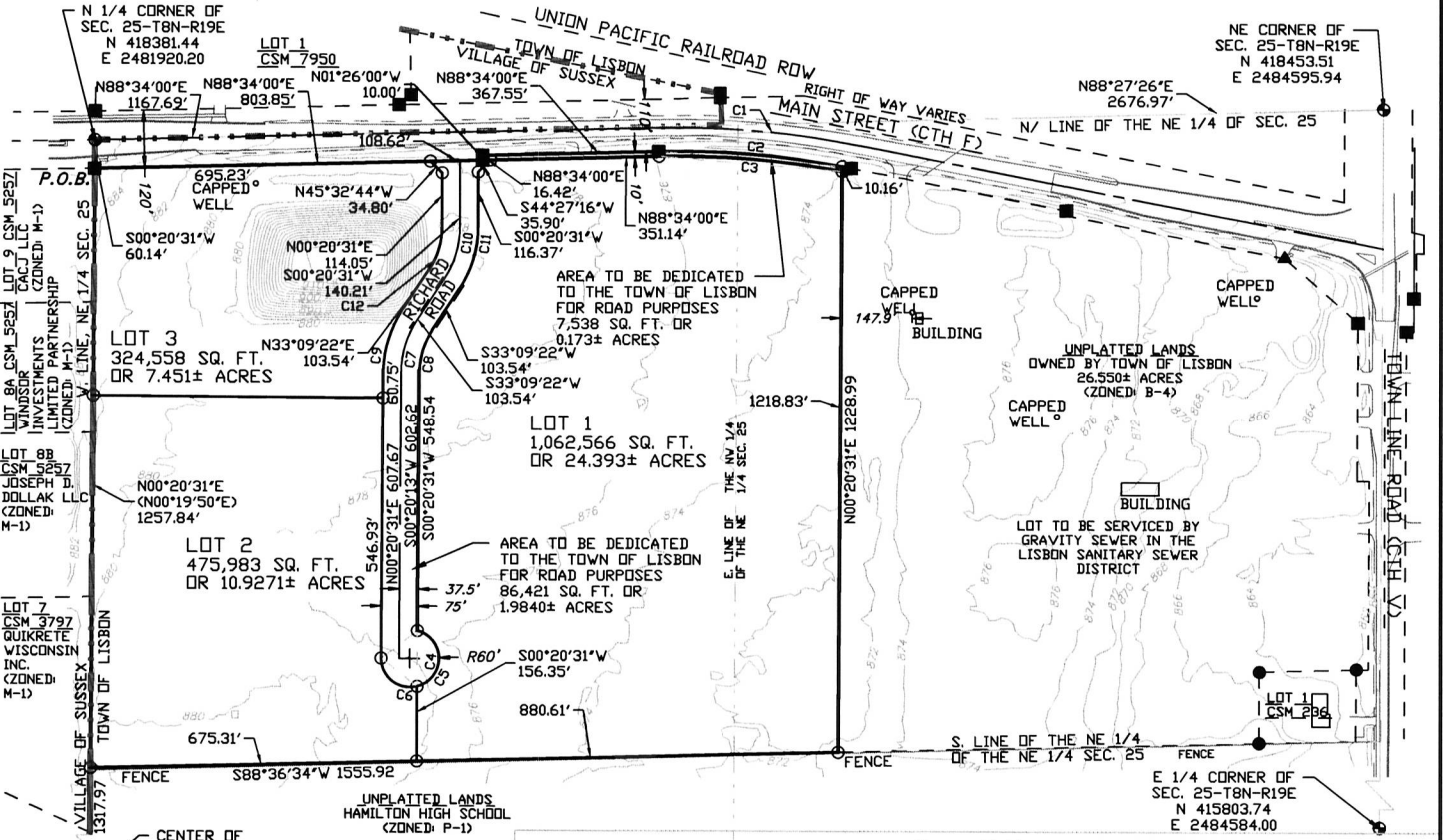
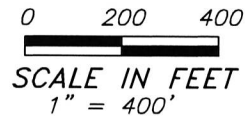
TOWN OF LISBON
W234 N8676 WOODSIDE RD.
LISBON, WI 53089-1545

LEGEND

- BRASS CAP IN CONC.
- 3/4" REBAR WITH CAP FOUND
- 3/4" X 24" REBAR SET WEIGHING 1.50 LB. / LN. FT.
- 1" IRON PIPE FOUND
- ▲ MAG NAIL FOUND
- (R.A.) DENOTE "RECORDED AS"
- DENOTE SOIL BORING
B & SW = SOIL TEST BORING
P = PROBE TO BEDROCK
TS = TOPSOIL THICKNESS PROBE
- EXISTING CONTOUR GRADE



REFERENCE BEARING; THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 25, T.8N., R.19E., IS USED AS THE REFERENCE BEARING AND HAS A BEARING OF N88°27'26"E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)



TOTAL AREA
1,959,509 SQ. FT. OR
44.984± ACRES

Curve Table

Curve #	Radius	Chord Bearing	Chord Length	Arc Length	Delta	Tangent Bearing IN	Tangent Bearing OUT
C1	1909.86	S85° 10' 47"E	416.09	416.91	012°30'27"	N88° 34' 00"E	S78° 55' 33"E
C2	1859.86	N85° 28' 53"W	385.70	386.40	011°54'13"	N79° 31' 47"W	S88° 34' 00"W
C3	1849.86	N85° 27' 14"W	385.41	386.11	011°57'32"	N79° 28' 28"W	S88° 34' 00"W
C4	60.00	N52° 30' 12"E	94.97	267.42	255°22'04"	S00° 11' 14"W	N75° 10' 49"W
C5	60.00	N00° 20' 31"E	116.19	158.17	151°02'41"	N75° 51' 52"E	N75° 10' 50"W
C6	60.00	N51° 58' 27"W	94.77	109.25	104°19'21"	S75° 51' 52"W	N00° 11' 13"E
C7	200.00	S16° 44' 56"W	112.98	114.54	032°48'51"	S33° 09' 22"W	S00° 20' 31"W
C8	162.50	S17° 29' 12"W	87.78	88.88	031°20'20"	S33° 09' 22"W	S01° 49' 02"W
C9	237.50	N17° 21' 33"E	129.31	130.96	031°35'38"	N01° 33' 44"E	N33° 09' 22"E
C10	200.00	N16° 44' 56"E	112.98	114.54	032°48'51"	N33° 09' 22"E	N00° 20' 31"E
C11	237.50	S16° 44' 56"W	134.17	136.02	032°48'51"	S00° 20' 31"W	S33° 09' 22"W
C12	162.50	N16° 44' 56"E	91.80	93.07	032°48'51"	N33° 09' 22"E	N00° 20' 31"E

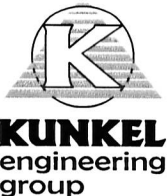
NOTE;

- 1) SEE PAGE 3 FOR EASEMENT AND BUILDING SETBACK INFORMATION
- 2) SEE PAGE 6 FOR VISION CORRIDOR EASEMENT DETAILS
- 3) EXISTING CONTOURS SHOWN ARE PER WAUKESHA COUNTY GIS
- 4) "RICHARD ROAD" IS A PROPOSED STREET NAME AND IT MAY BE SUBJECT TO CHANGE.

Christopher J. Kunkel

CHRISTOPHER J. KUNKEL - WIS. REG. NO. S-1755

DATED 30 DAY OF April, 2020



KUNKEL
engineering
group
107 Parallel Street
Beaver Dam, WI 53916
(920)356-9447
Fax (920)356-9454



WAUKESHA COUNTY CERTIFIED SURVEY MAP #

A PART OF THE NW 1/4 AND NE 1/4 OF THE NE 1/4 OF SECTION 25 IN THE TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

SURVEYOR

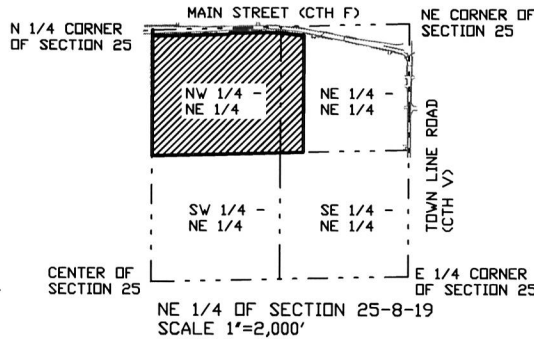
CHRISTOPHER J. KUNKEL
107 PARALLEL STREET
BEAVER DAM, WI.

OWNER

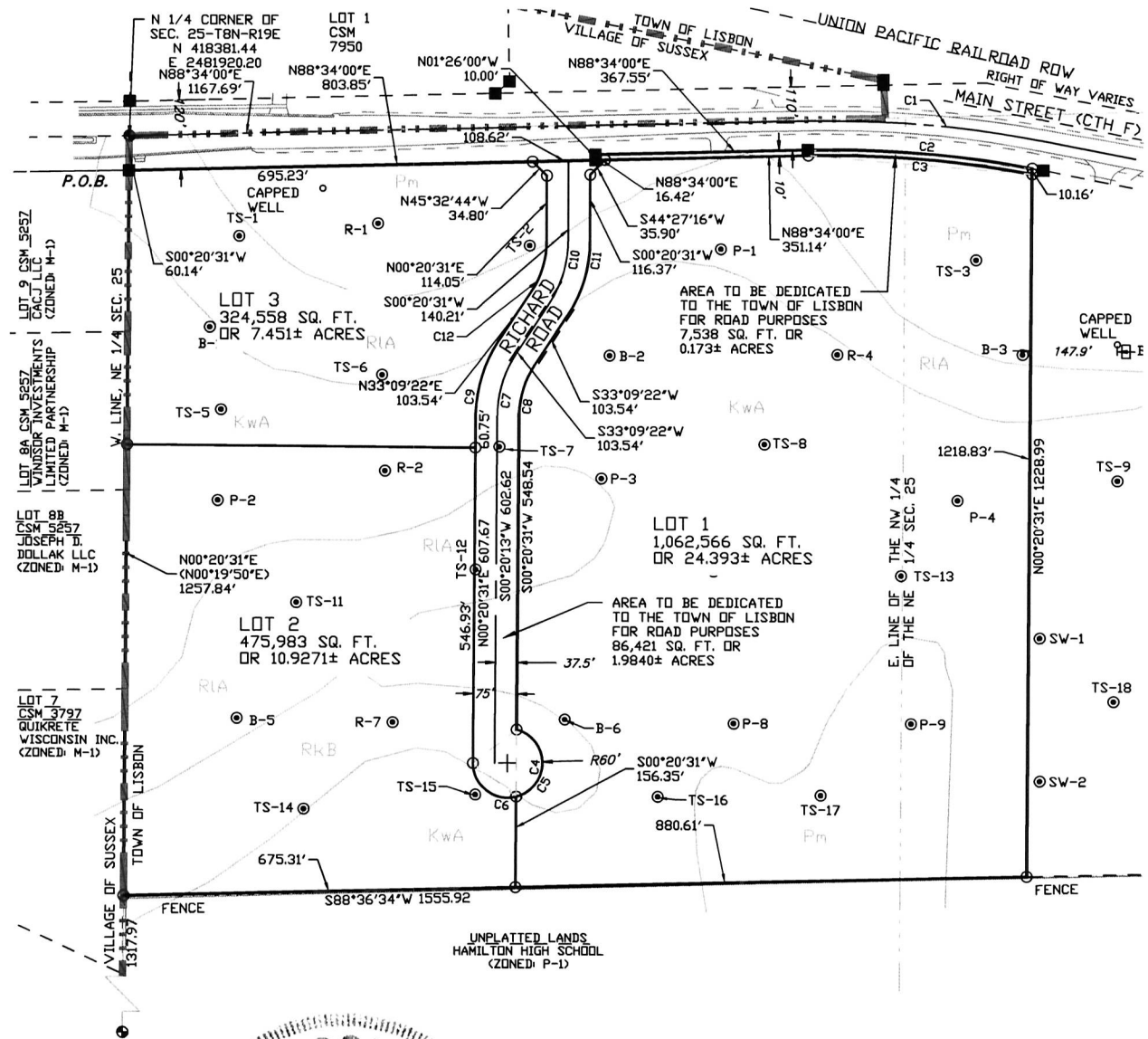
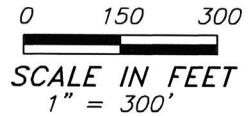
TOWN OF LISBON
W234 N8676 WOODSIDE RD.
LISBON, WI 53089-1545

LEGEND

- BRASS CAP IN CONC.
- 3/4" REBAR WITH CAP FOUND
- 3/4" X 24" REBAR SET WEIGHING 1.50 LB. / LN. FT.
- 1" IRON PIPE FOUND
- ▲ MAG NAIL FOUND
- - - MUNICIPAL BOUNDARY
- (R.A.) DENOTE "RECORDED AS"
- DENOTE SOIL BORING
- B & SW = SOIL TEST BORING
- P = PROBE TO BEDROCK
- TS = TOPSOIL THICKNESS PROBE



REFERENCE BEARING; THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 25, T.8N., R.19E., IS USED AS THE REFERENCE BEARING AND HAS A BEARING OF N88°27'26"E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)



SOILS DATA

- MAP UNIT SYMBOL**
- KwA - KNOWLES SILT LOAM
 - Pm PELLA SILT LOAM
 - RkB RITCHEY SILT LOAM
 - RIA RITCHY SILT LOAM

- NOTE;**
- 1) EXISTING SOILS INFORMATION SHOWN PER WAUKESHA COUNTY GIS
 - 2) SOIL BORINGS DONE REVEALED SHALLOW BEDROCK THROUGHOUT THE SITE

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group

107 Parallel Street
Beaver Dam, WI 53916
(920)356-9447
Fax (920)356-9454

WAUKESHA COUNTY CERTIFIED SURVEY MAP #

A PART OF THE NW 1/4 AND NE 1/4 OF THE NE 1/4 OF SECTION 25 IN THE TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

SURVEYOR

CHRISTOPHER J. KUNKEL
107 PARALLEL STREET
BEAVER DAM, WI.

OWNER

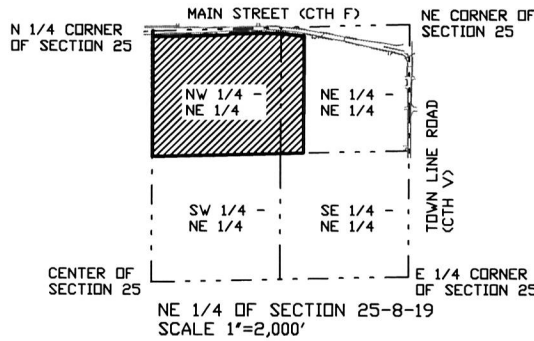
TOWN OF LISBON
W234 N8676 WOODSIDE RD.
LISBON, WI 53089-1545

LEGEND

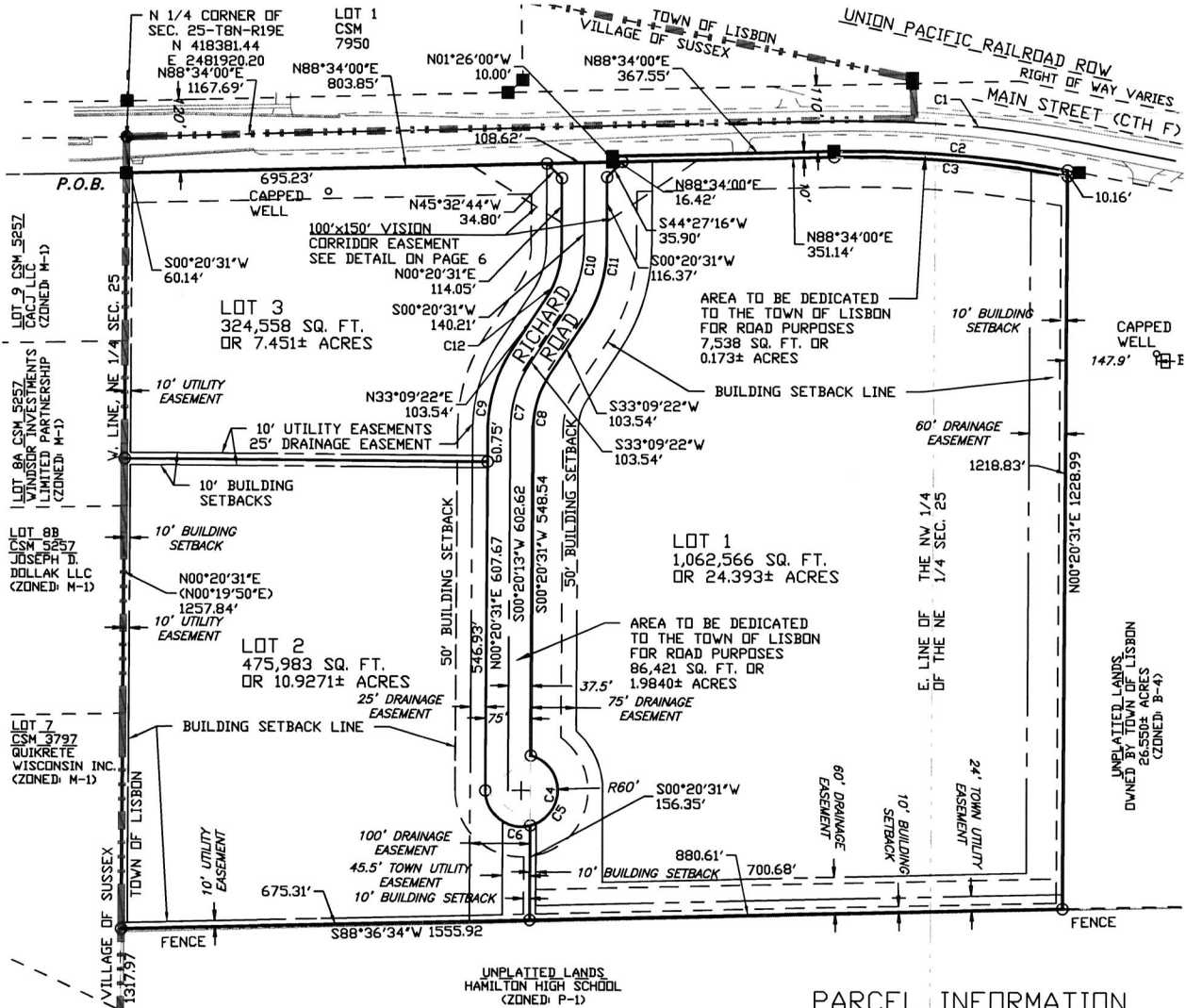
- BRASS CAP IN CONC.
- 3/4" REBAR WITH CAP FOUND
- 3/4" X 24" REBAR SET WEIGHING 1.50 LB. / LN. FT.
- 1" IRON PIPE FOUND
- ▲ MAG NAIL FOUND
- MUNICIPAL BOUNDARY (R.A.) DENOTE "RECORDED AS"

0 150 300

SCALE IN FEET
1" = 300'



REFERENCE BEARING; THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 25, T.8N., R.19E., IS USED AS THE REFERENCE BEARING AND HAS A BEARING OF N88°27'26"E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)



PARCEL INFORMATION

ZONING: M-2 GENERAL INDUSTRIAL

BUILDING SETBACKS
PUBLIC ROAD = 50 FEET
SIDE YARD = 10 FEET
REAR YARD = 10 FEET

NOTE:

1) ALL EASEMENT FOR TOWN UTILITIES ARE DEDICATED TO THE TOWN OF LISBON UNLESS OTHERWISE PROVIDED

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group

107 Parallel Street
Beaver Dam, WI 53916
(920)356-9447
Fax (920)356-9454



SEALED 4/30/2020

WAUKESHA COUNTY CERTIFIED SURVEY MAP #

A PART OF THE NW 1/4 AND NE 1/4 OF THE NE 1/4 OF SECTION 25 IN THE TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Christopher J. Kunkel, Professional Land Surveyor of the State of Wisconsin, do hereby certify that by order of Town of Lisbon I have made a survey of land located in the NW 1/4 and NE 1/4 of the NE 1/4 of Section 25, Town 8 North, Range 19 East, of the Town of Lisbon, Waukesha County, Wisconsin.

Commencing at the NW corner of the NE 1/4 of Section 25, T8N, R19E, Waukesha County, Wisconsin; thence S0°20'31"W along the West line of said 1/4 section a distance of 60.14 feet to a point in the southerly right of way line of Main Street (CTH F) and point of beginning;

thence N88°34'00"E, along said southerly right of way line, a distance of 803.85 feet to a point;

thence N1°26'00"W, along an offset in said southerly right of way line, a distance of 10.00 feet to a point;

thence N88°34'00"E, along said southerly right of way line, a distance of 367.55 feet to a point;

thence easterly along a curve to the right having a radius of 1859.86 feet, a central angle of 11°54'13", an arc length of 386.40', and chord of 385.70' bearing S85°28'54"E, to a point;

thence S0°20'31"W, a distance of 1228.99 feet to a point;

thence S88°36'34"W a distance of 1555.92 feet to a point in the west line of said 1/4 section;

thence N0°20'31"E along the West line of said 1/4 section a distance of 1257.84 feet to the point of beginning.

Said parcel contains 1,959,509 square feet or 44.984± acres, more or less

I further certify that this map is a correct representation of all of the exterior boundaries of the land surveyed and the division of that land; that I have complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the subdivisions regulations of the Town of Lisbon and Village of Sussex, in surveying, dividing and mapping the same, to the best of my knowledge and belief.

Dated this 30 day of April, 2020


Christopher J. Kunkel, PLS S-1755



OWNER'S CERTIFICATE

The Town of Lisbon, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also certify that this map is required by S.236.10 or S236.12 to be submitted to the following for approval or objection: Town of Lisbon Plan Commission, Town of Lisbon Town Board, Village of Sussex Plan Commission, Village of Sussex Village Board.

IN WITNESS WHEREOF, the said Town of Lisbon has caused these presents to be signed by Joseph Osterman, Town Chairman, and by Rick Goeckner, Town Clerk at Lisbon, Waukesha County, Wisconsin, and its corporate seal to be hereon affixed on this _____, day of _____, 2020

Joseph Osterman – Town Chairman

Rick Goeckner – Town Clerk

STATE OF WISCONSIN)

WAUKESHA COUNTY)SS

Personally came before me this _____ day of _____, 2020

Joseph Osterman, Town Chairman, and by Rick Goeckner, Town Clerk of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Town Chairman and Town Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, _____ County, WI

My Commission Expires: _____

Total land to be dedicated for road purposes
96,401 SQ. FT. or
2.213± ACRES



KUNKEL
engineering
group
107 Parallel Street
Beaver Dam, WI 53916
(920)356-9447
Fax (920)356-9454

WAUKESHA COUNTY CERTIFIED SURVEY MAP #

A PART OF THE NW 1/4 AND NE 1/4 OF THE NE 1/4 OF SECTION 25 IN THE TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

TOWN BOARD APPROVAL CERTIFICATE

Resolved that the Certified Survey Map, in the Town of Lisbon, is hereby approved by the Town Board.

All conditions have been met as of the _____ day of _____, 2020

Dated: _____ Signed _____

Joseph Osterman, Town Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Town Board of the Town of Lisbon

Dated: _____ Signed _____

Rick Goeckner, Town Clerk

PLAN COMMISSION APPROVAL CERTIFICATE

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

Approved as of the _____ day of _____, 2020

Dated: _____ Signed _____

Joseph Osterman, Town Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Town of Lisbon

Dated: _____ Signed _____

Rick Goeckner, Town Clerk

EXTRATERRITORIAL VILLAGE PLAN COMMISSION APPROVAL CERTIFICATE

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

All Conditions have been met as of the _____ day of _____, 2020

Dated: _____ Signed _____

Anthony LeDonne, Village President

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Sussex.

Dated: _____ Signed _____

Sam Liebert, Administrative Services Director



KUNKEL
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group

107 Parallel Street
Beaver Dam, WI 53916
(920)356-9447
Fax (920)356-9454



WAUKESHA COUNTY CERTIFIED SURVEY MAP #

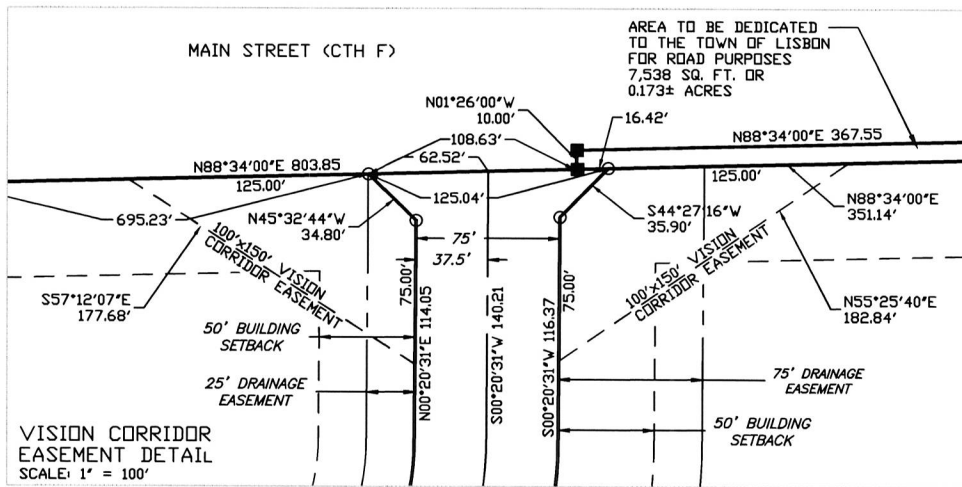
A PART OF THE NW 1/4 AND NE 1/4 OF THE NE 1/4 OF SECTION 25 IN THE TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

EXTRATERRITORIAL VILLAGE BOARD APPROVAL CERTIFICATE

APPROVED, that the Certified Survey Map, in the Town of Lisbon, is hereby approved by the Village of Sussex Village Board.
 Approved as of the _____ day of _____, 2020

Dated: _____ Signed _____
 Anthony LeDonne, Village President

Dated: _____ Signed _____
 Sam Liebert, Administrative Services Director




KUNKEL
 engineering
 group

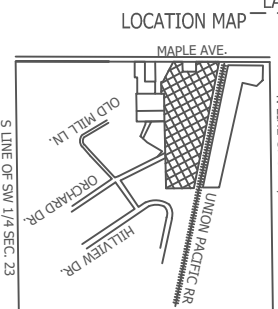
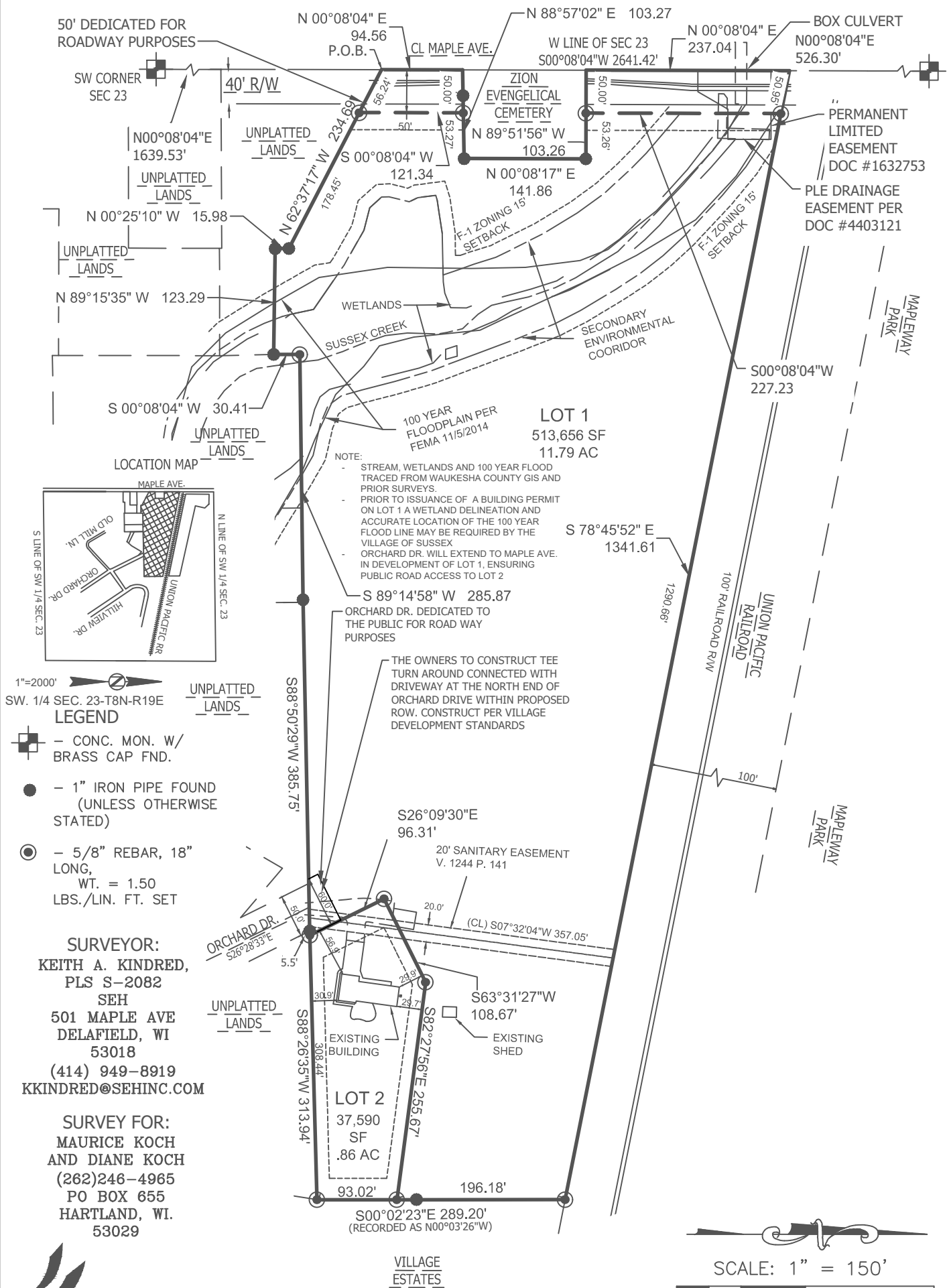
107 Parallel Street
 Beaver Dam, WI 53916
 (920)356-9447
 Fax (920)356-9454



CERTIFIED SURVEY MAP NO.

ALL OF LOT 1 AND LOT 2 LOCATED IN A PART OF THE NW 1/4 OF THE SW 1/4 OF SEC. 23, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WI

OVERALL DETAIL

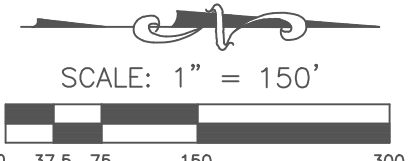


1"=2000'
SW. 1/4 SEC. 23-T8N-R19E

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 5/8" REBAR, 18" LONG, WT. = 1.50 LBS./LIN. FT. SET

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

SURVEY FOR:
MAURICE KOCH
AND DIANE KOCH
(262)246-4965
PO BOX 655
HARTLAND, WI.
53029



SCALE: 1" = 150'




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

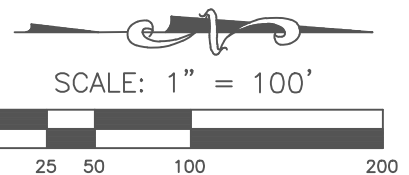
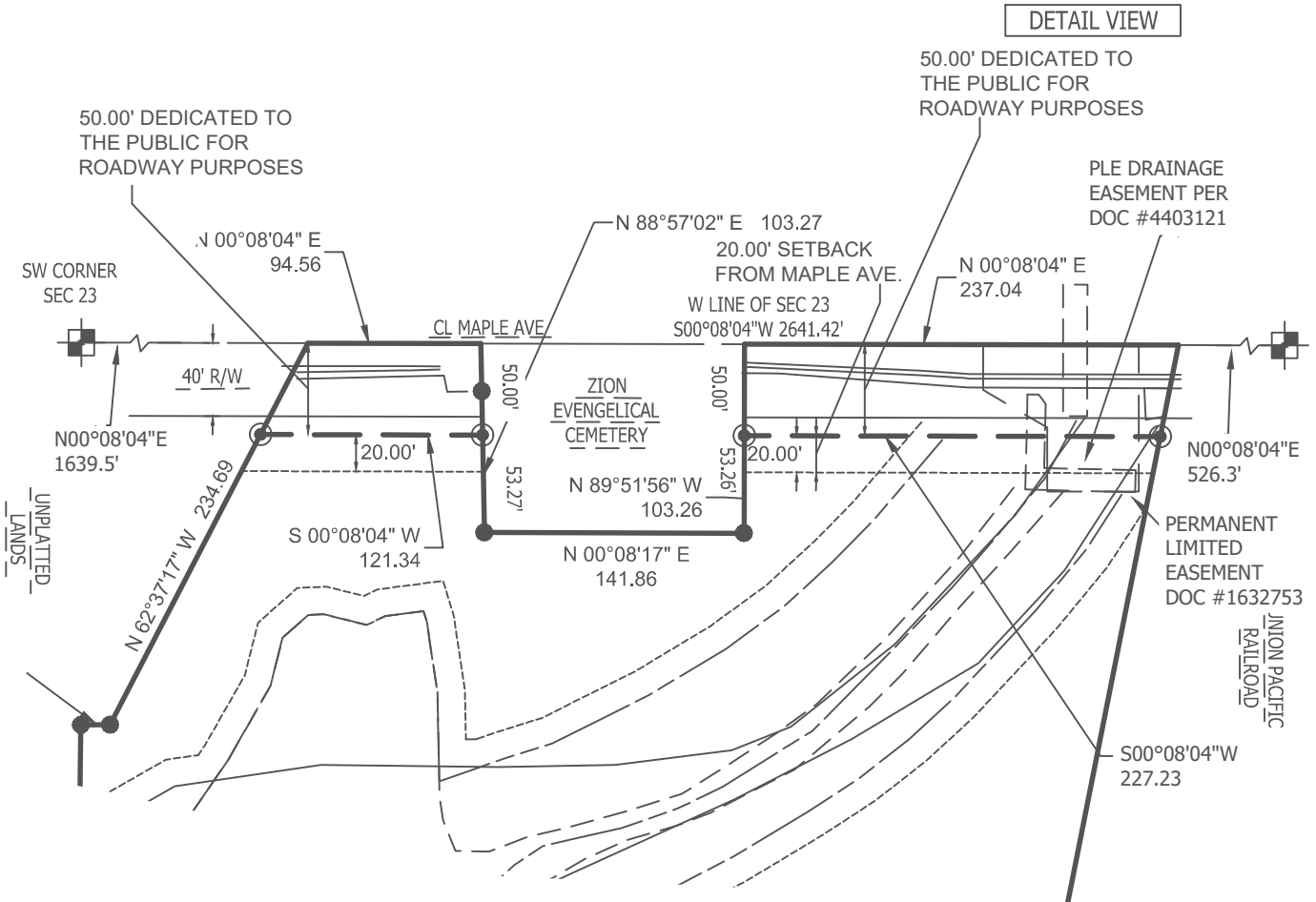
BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE WEST LINE OF THE SW 1/4 OF SECTION 23-8-19 AS S00°08'04"W.

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 AND LOT 2 LOCATED IN A PART OF THE NW 1/4 OF THE SW 1/4 OF SEC. 23, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WI

LEGEND

-  - CONC. MON. W/
BRASS CAP FND.
-  - 1" IRON PIPE FOUND
(UNLESS OTHERWISE
STATED)
-  - 5/8" REBAR, 18"
LONG,
WT. = 1.50
LBS./LIN. FT. SET



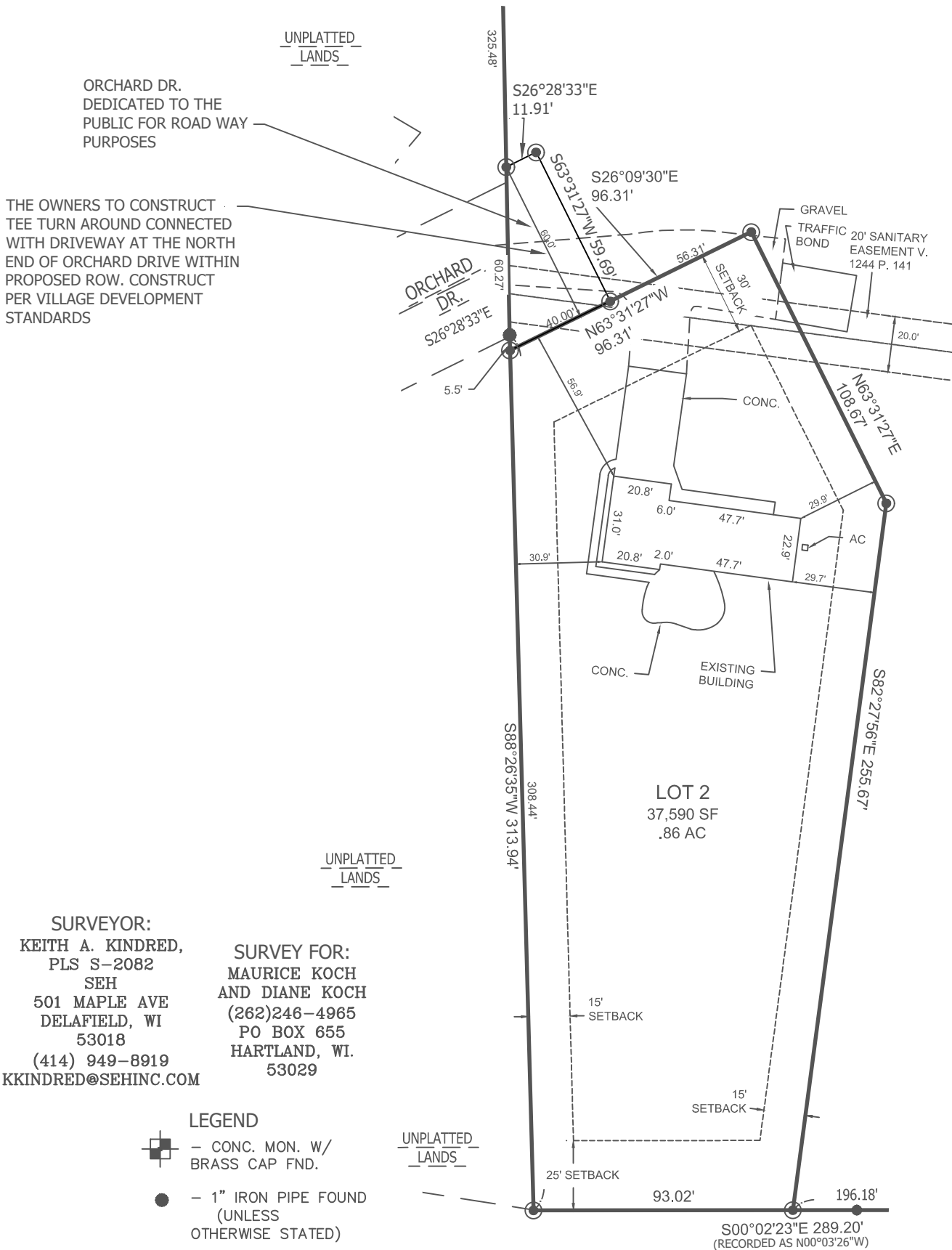

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501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com
PROJECT NO. KOCMA_152115

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON
THE WEST LINE OF THE SW 1/4 OF SECTION 23-8-19 AS S00°08'04"W.

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 AND LOT 2 LOCATED IN A PART OF THE NW 1/4 OF THE SW 1/4 OF SEC. 23, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WI

DETAIL VIEW



ORCHARD DR.
DEDICATED TO THE
PUBLIC FOR ROAD WAY
PURPOSES

THE OWNERS TO CONSTRUCT
TEE TURN AROUND CONNECTED
WITH DRIVEWAY AT THE NORTH
END OF ORCHARD DRIVE WITHIN
PROPOSED ROW. CONSTRUCT
PER VILLAGE DEVELOPMENT
STANDARDS

GRAVEL
TRAFFIC
BOND
20' SANITARY
EASEMENT V.
1244 P. 141

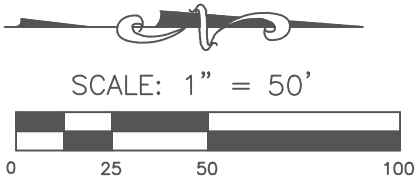
ORCHARD
DR.
S26°28'33\"E

LOT 2
37,590 SF
.86 AC

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

SURVEY FOR:
MAURICE KOCH
AND DIANE KOCH
(262)246-4965
PO BOX 655
HARTLAND, WI.
53029

- LEGEND
- - CONC. MON. W/
BRASS CAP FND.
 - - 1" IRON PIPE FOUND
(UNLESS
OTHERWISE STATED)
 - ⊙ - 5/8" REBAR, 18"
LONG,
WT. = 1.50
LBS./LIN. FT. SET



BEARINGS ARE REFERENCED TO THE
WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE (NAD 1927) GRID
NORTH ON THE WEST LINE OF THE SW 1/4 OF
SECTION 23-8-19 AS S00°08'04\"W.

PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 AND LOT 2 LOCATED IN A PART OF THE NW 1/4 OF THE SW 1/4 OF SEC. 23, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WI

SURVEYOR'S CERTIFICATE:

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

That I have surveyed, divided and mapped all of Lot 1 and Lot 2 located in that part of the NW 1/4 of the SW 1/4 of Section 23, all located in the T.8N., R19E., Village of Sussex, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the SW corner of said Section 23; thence N00°08'04"E along the West line of the SW 1/4 of said sec. 23 a distance of 1639.53' to the point of beginning of the herein after described lands; thence N00°08'04"E continuing along said West line 94.56'; thence N88°57'02"E, 103.27'; thence N00°08'17"E, 141.86'; thence N89°51'56"W, 103.26'; thence N00°08'04"E along the West line of said section 23, a distance of 237.04' to the South R/W lined the Union Pacific Railroad; thence S78°45'52"E along said R/W for a distance of 1341.61'; thence S00°02'23"E along the West line of Village Estates 289.20'; thence S88°26'35"W, 313.94'; thence S88°50'29"W, 385.75'; thence S89°14'58"W, 285.87'; thence S00°08'04"W, 30.41'; thence N89°15'35"W, 123.29'; thence N00°25'10"W, 15.98'; thence N62°37'17"W, 234.69' to the point of beginning.

Said lands contain 551,239 square feet, 12.65 acres

That I have made such survey, land division and Certified Survey Map by the direction of Maurice Koch and Diane Koch

, owners of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Village of Sussex in surveying, dividing and mapping the same.

Dated this 5th day for May, 2020

Keith A. Kindred, PLS S-2082



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 AND LOT 2 LOCATED IN A PART OF THE NW 1/4 OF THE SW 1/4 OF SEC. 23, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WI

OWNER'S CERTIFICATE:

Maurice Koch and Diane Koch, as owners, does hereby certify that Maurice Koch and Diane Koch caused the land described on this map to be surveyed, mapped, divided, and dedicated as represented on this map, in accordance with the requirements of S.236.34, WIS. Statutes. Maurice Koch and Diane Koch also certifies that this map is required to be submitted to the following for approval or objection: the Village of Sussex

In witness whereof, Maurice Koch and Diane Koch, has caused these presents to be signed by an authorized representative,

This _____ day of _____, 20__

By: _____

Printed Name: Maurice Koch

By: _____

Printed Name: Diane Koch

State of Wisconsin)

Waukesha County) ss

Personally came before me this _____ day of _____, 20__, Maurice Koch and Diane Koch, to me known to be the persons who executed the foregoing instrument, and to me known to be the authorized representative, and acknowledged that they executed foregoing instrument as officer.

_____ Notary Public, State of _____

My Commission expires _____



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

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 AND LOT 2 LOCATED IN A PART OF THE NW 1/4 OF THE SW 1/4 OF SEC. 23, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WI

PLAN COMMISSION APPROVAL:

Approved by the plan commission of the Village of Sussex on this _____ day of _____, 20____

Anthony J. LeDonne – Chariman

Sam Liebert – Director, Clerk/Treasurer

VILLAGE BOARD APPROVAL:

Approved by the Village Board of the Village of Sussex on this _____ day of _____, 20____

Anthony J. LeDonne – Village President

Sam Liebert – Director, Clerk/Treasurer

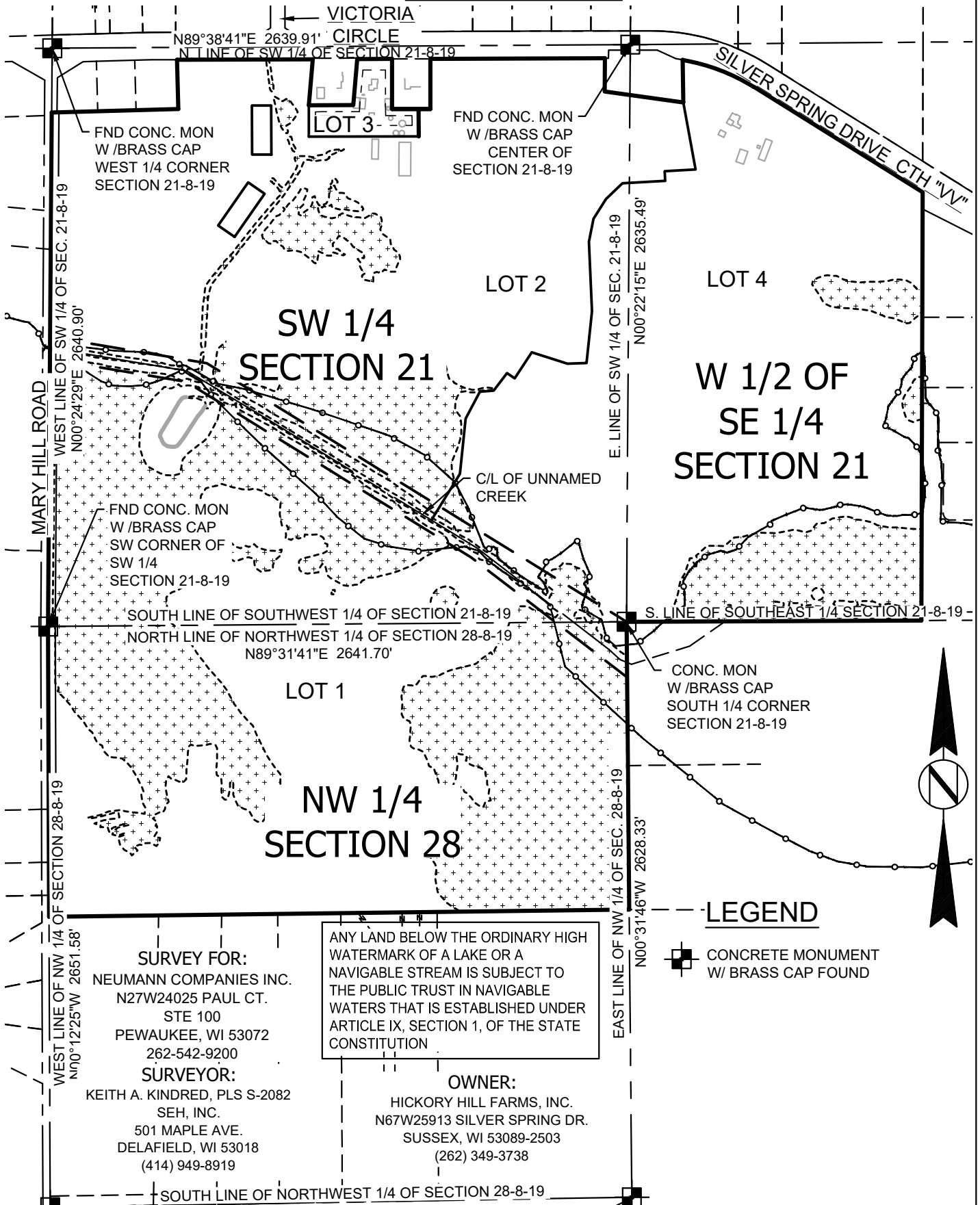


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501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NE. 1/4, SE. 1/4, SW. 1/4, AND NW. 1/4 OF THE SW. 1/4 AND THE SW. 1/4, AND NW. 1/4 OF THE SE.1/4 OF SECTION 21, AND THE NE.1/4 AND NW.1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

LOCATION MAP



LEGEND

 CONCRETE MONUMENT
 W/ BRASS CAP FOUND

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

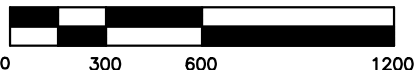
SURVEYOR:
 KEITH A. KINDRED, PLS S-2082
 SEH, INC.
 501 MAPLE AVE.
 DELAFIELD, WI 53018
 (414) 949-8919

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

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

WEST 1/4 CORNER OF SECTION 28-8-19
 SOUTH LINE OF NORTHWEST 1/4 OF SECTION 28-8-19 (N89°01'39"E 2656.70')
 CENTER OF SECTION 28-8-19
 SCALE: 1" = 600'

DATED THIS 17TH DAY OF MARCH, 2020



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



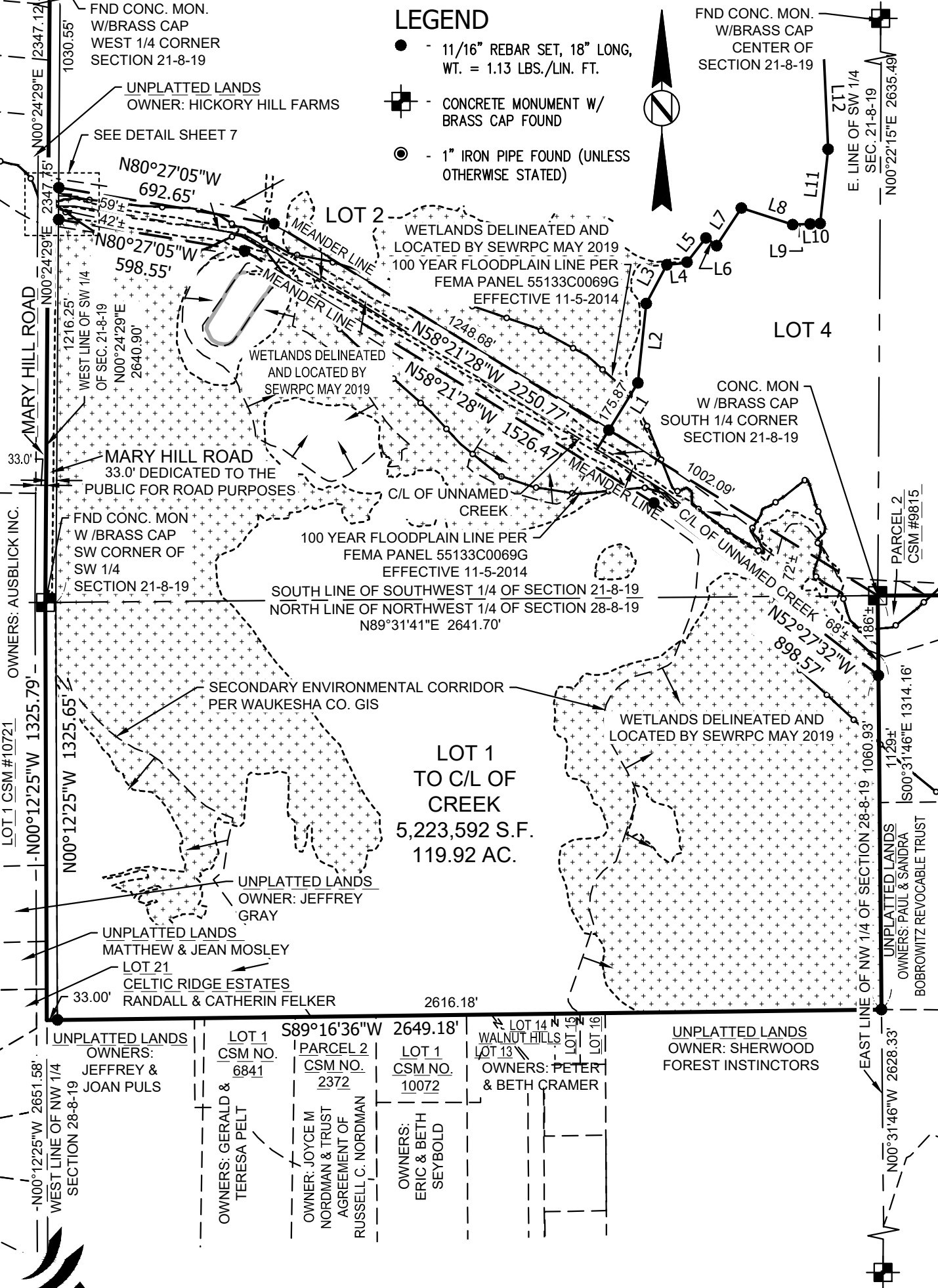
PHONE: 414.949.8962
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NE. 1/4, SE. 1/4, SW. 1/4, AND NW. 1/4 OF THE SW. 1/4 AND THE SW. 1/4, AND NW. 1/4 OF THE SE.1/4 OF SECTION 21, AND THE NE.1/4 AND NW.1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

LEGEND

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



**LOT 1
TO C/L OF
CREEK**
5,223,592 S.F.
119.92 AC.

UNPLATTED LANDS OWNERS: JEFFREY & JOAN PULS	LOT 1 CSM NO. 6841 OWNERS: GERALD & TERESA PELT	PARCEL 2 CSM NO. 2372 OWNER: JOYCE M NORDMAN & TRUST AGREEMENT OF RUSSELL C. NORDMAN	LOT 1 CSM NO. 10072 OWNERS: ERIC & BETH SEYBOLD	LOT 14 LOT 15 LOT 16 WALNUT HILLS LOT 13 OWNERS: PETER & BETH CRAMER	UNPLATTED LANDS OWNER: SHERWOOD FOREST INSTINCTORS
--	---	--	--	--	--



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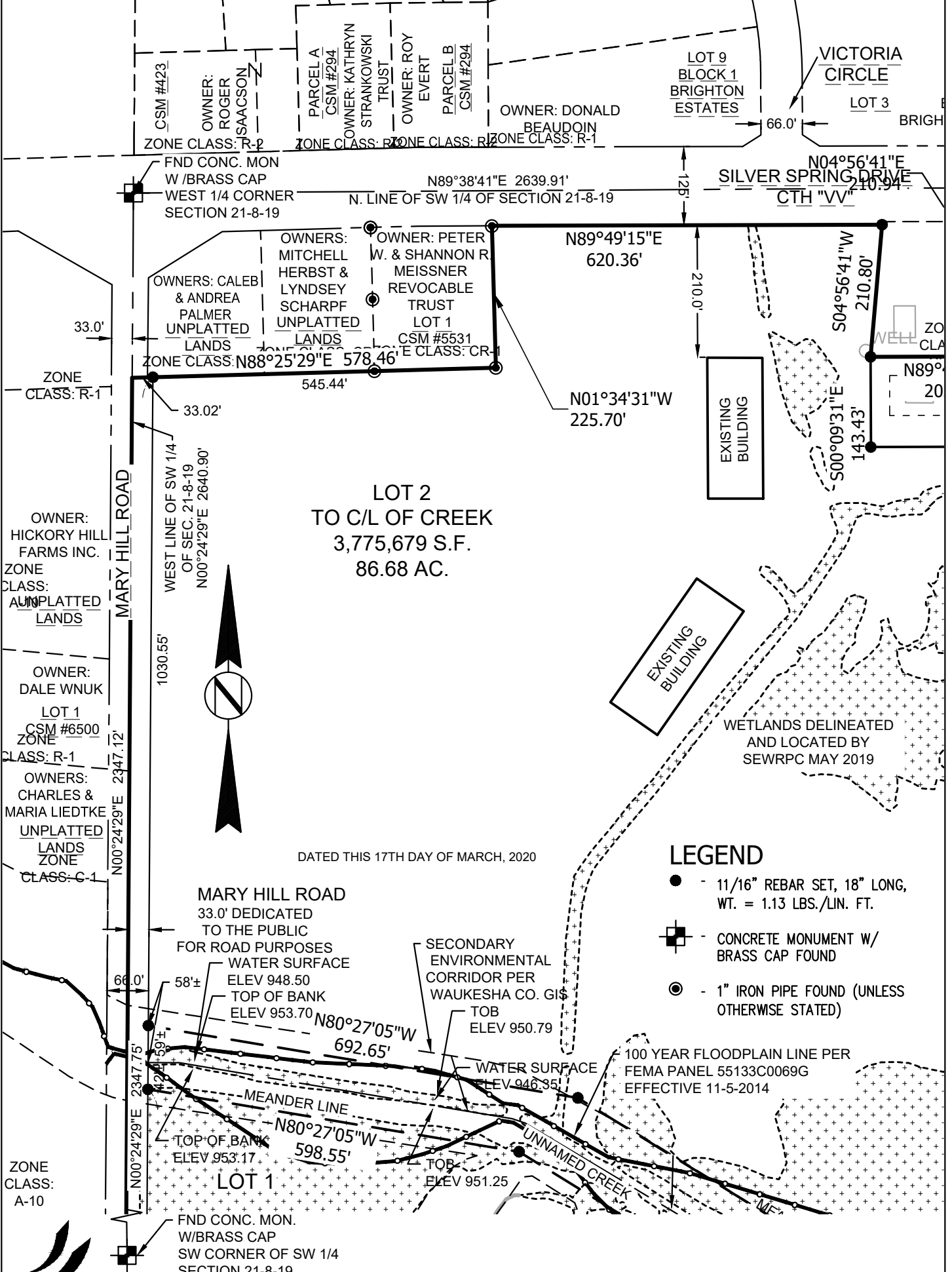
SCALE: 1" = 400'



DATED THIS 17TH DAY OF MARCH, 2020

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NE. 1/4, SE. 1/4, SW. 1/4, AND NW. 1/4 OF THE SW. 1/4 AND THE SW. 1/4, AND NW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 AND NW. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN



DATED THIS 17TH DAY OF MARCH, 2020

LEGEND

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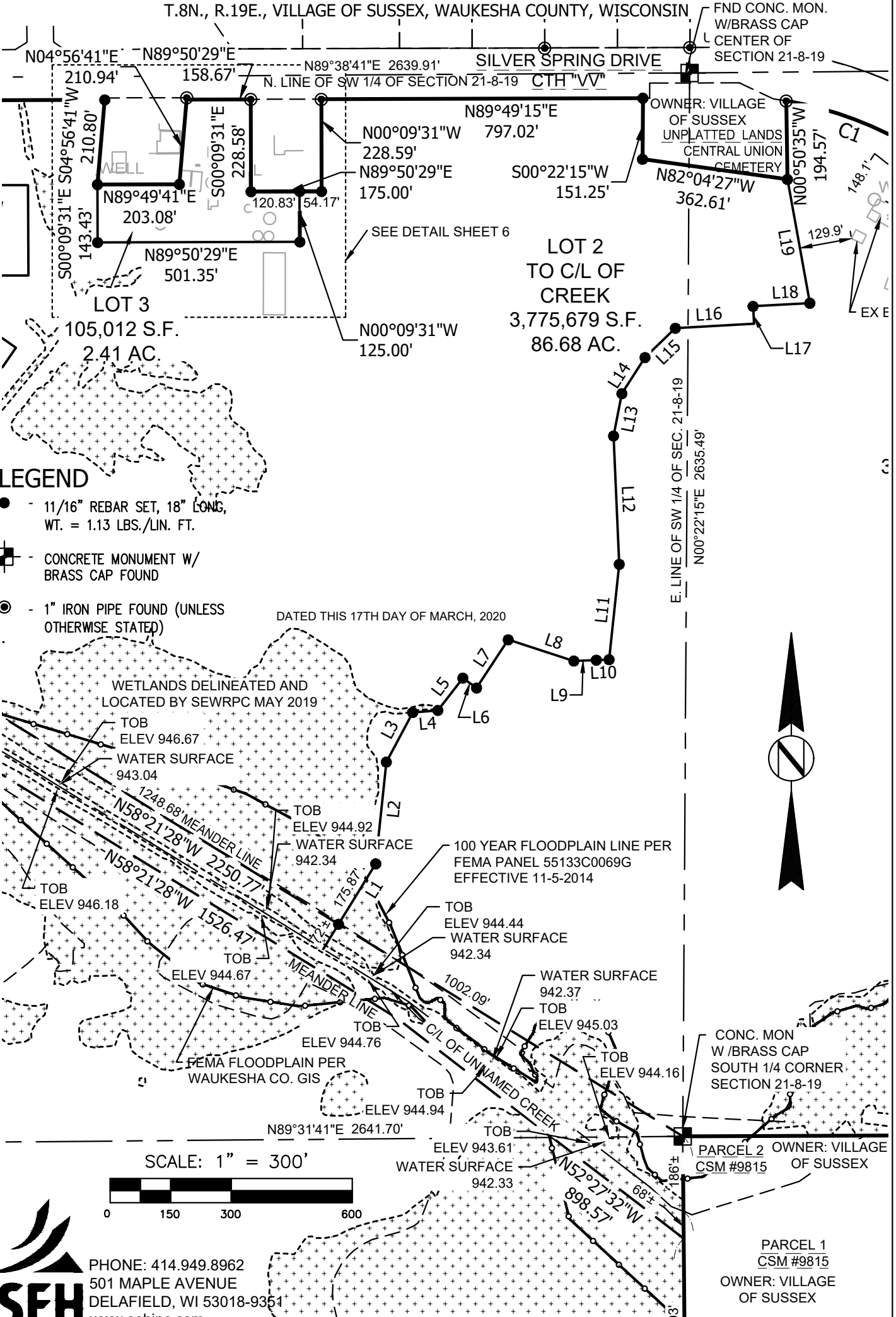
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SCALE: 1" = 200'



CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NE. 1/4, SE. 1/4, SW. 1/4, AND NW. 1/4 OF THE SW. 1/4 AND THE SW. 1/4, AND NW. 1/4 OF THE SE.1/4 OF SECTION 21, AND THE NE.1/4 AND NW.1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN



LEGEND

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- - CONCRETE MONUMENT W/ BRASS CAP FOUND
- ⊙ - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)

DATED THIS 17TH DAY OF MARCH, 2020

WETLANDS DELINEATED AND LOCATED BY SEWRPC MAY 2019

100 YEAR FLOODPLAIN LINE PER FEMA PANEL 55133C0069G EFFECTIVE 11-5-2014

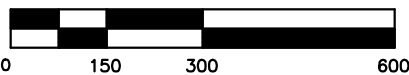
FEMA FLOODPLAIN PER WAUKESHA CO. GIS

CONC. MON W/BRASS CAP SOUTH 1/4 CORNER SECTION 21-8-19

PARCEL 2 OWNER: VILLAGE OF SUSSEX CSM #9815

PARCEL 1 CSM #9815 OWNER: VILLAGE OF SUSSEX

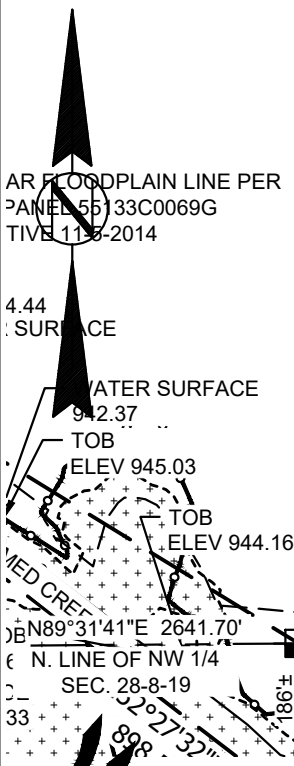
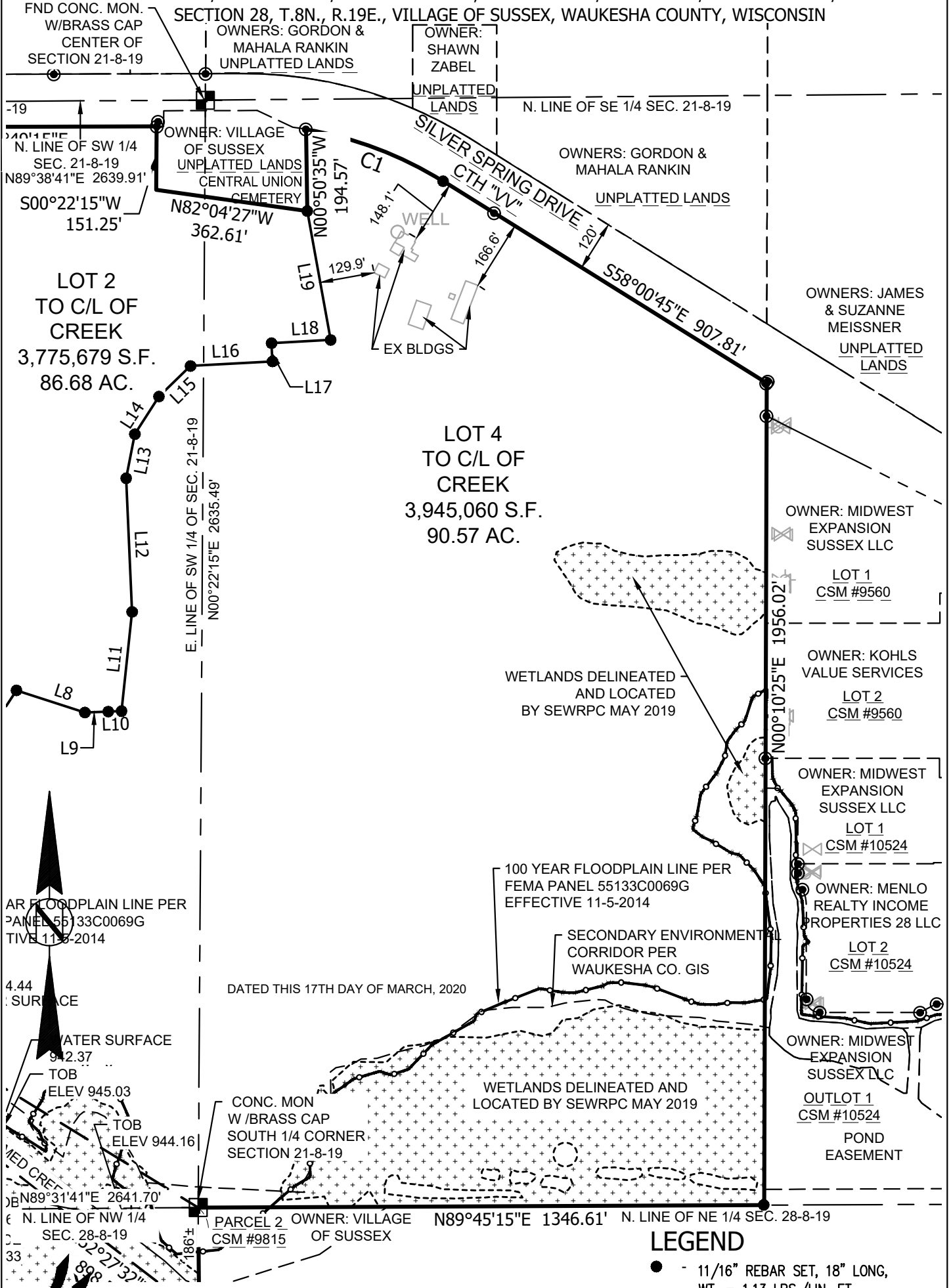
SCALE: 1" = 300'



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CERTIFIED SURVEY MAP NO.

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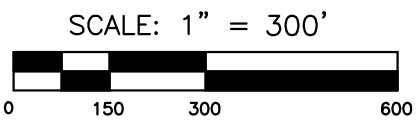


DATED THIS 17TH DAY OF MARCH, 2020

LEGEND

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- - CONCRETE MONUMENT W/ BRASS CAP FOUND
- ⊙ - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)

SEH
 PHONE: 414.949.8962
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com
 PROJECT NO. NEUMA #149103



THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

CERTIFIED SURVEY MAP NO. _____

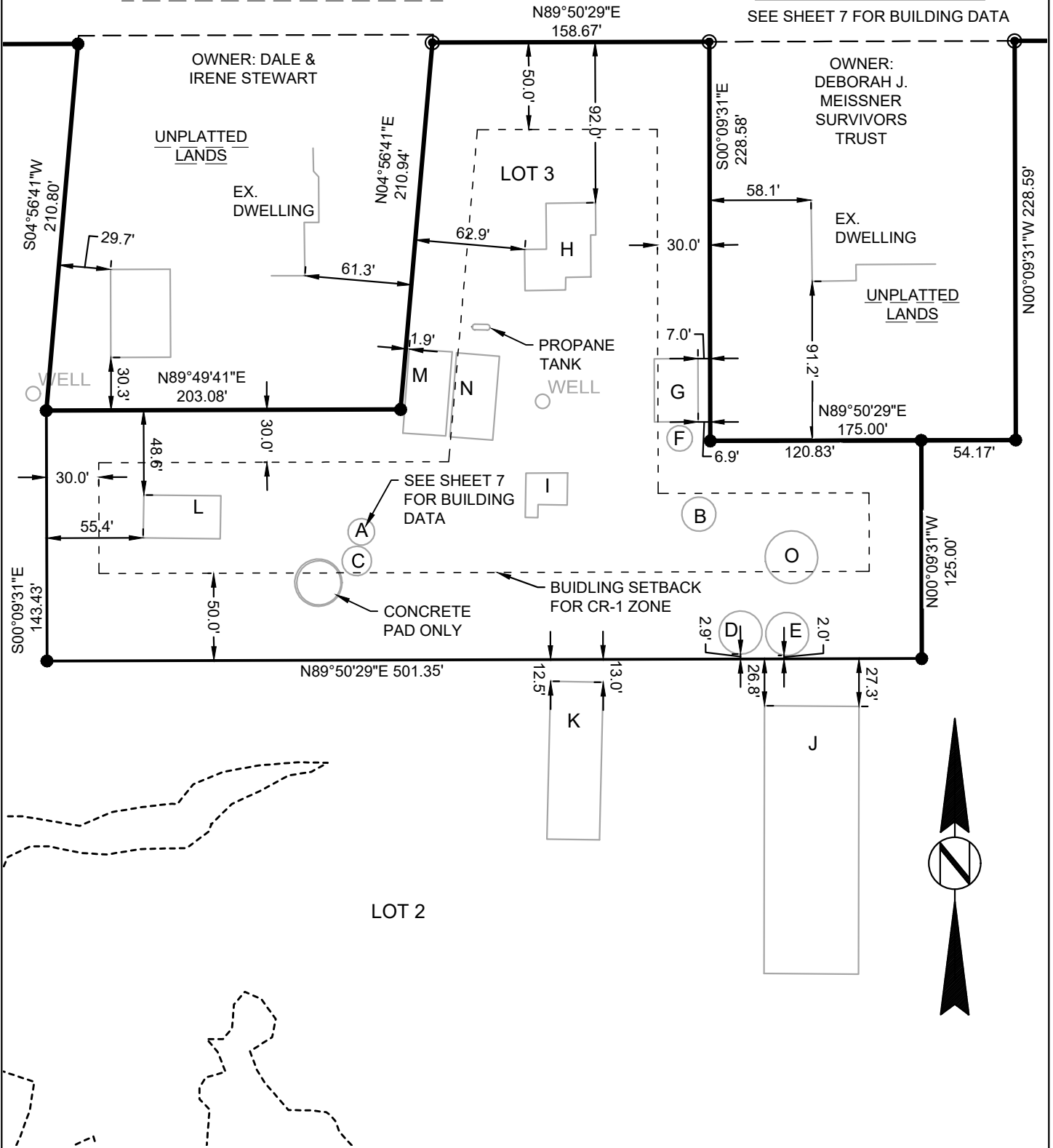
BEING A PART OF THE NE. 1/4, SE. 1/4, SW. 1/4, AND NW. 1/4 OF THE SW. 1/4 AND THE SW. 1/4, AND NW. 1/4 OF THE SE.1/4 OF SECTION 21, AND THE NE.1/4 AND NW.1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

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

SILVER SPRING DRIVE CTH "VV"

LOT 3 DETAIL

SEE SHEET 7 FOR BUILDING DATA



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SCALE: 1" = 80'



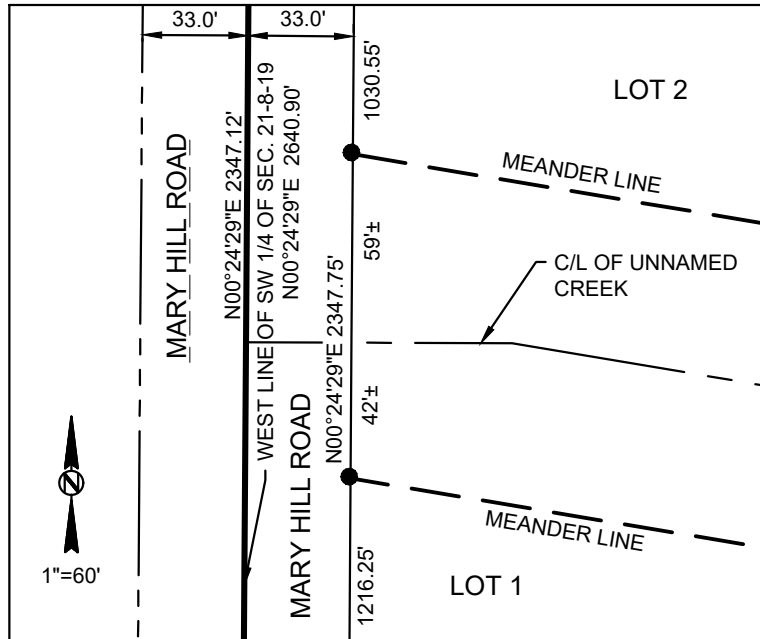
DATED THIS 17TH DAY OF MARCH, 2020

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NE. 1/4, SE. 1/4, SW. 1/4, AND NW. 1/4 OF THE SW. 1/4 AND THE SW. 1/4, AND NW. 1/4 OF THE SE.1/4 OF SECTION 21, AND THE NE.1/4 AND NW.1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

CURVE TABLE							
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
C1	894.93'	22°27'36"	350.81'	348.57'	S69°14'33"E	S58°00'45"E	S80°28'21"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	248.10'	N31°38'32"E
L2	253.47'	S05°54'56"W
L3	139.37'	N28°00'48"E
L4	62.60'	N85°18'45"E
L5	101.06'	N37°38'47"E
L6	41.99'	S54°27'52"E
L7	142.96'	N33°15'22"E
L8	171.09'	S72°02'48"E
L9	55.72'	N87°44'49"E
L10	31.71'	N87°44'49"E
L11	237.51'	N06°04'19"E
L12	318.29'	N02°33'43"W
L13	107.09'	N11°11'37"E
L14	106.19'	N32°35'36"E
L15	104.55'	S45°59'47"W
L16	195.40'	N86°49'16"E
L17	43.49'	N03°10'44"W
L18	140.99'	N86°49'16"E
L19	311.74'	N10°16'37"W



DETAIL

BUILDING DATA			
STRUCTURE	DESCRIPTION	FIRST FLR	HEIGHT
A	SILO	971.30	49'
B	SILO	972.17	27'
C	SILO	967.54	53'
D	SILO	970.82	30'
E	SILO	970.72	31'
F	SHED	973.61	11'
G	GARAGE	972.80	12'
H	2 STORY HOUSE	974.63	20'
I	GARAGE	973.53	8'
J	BARN	971.49	24'
K	BARN	968.17	20'
L	OFFICE	966.76	13'
M	SHED	974.31	22'
N	GAR	974.75	16'
O	SILO	971.70	38'

DATED THIS 17TH DAY OF MARCH, 2020



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
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CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NE. 1/4, SE. 1/4, SW. 1/4, AND NW. 1/4 OF THE SW. 1/4 AND THE SW. 1/4,
AND NW. 1/4 OF THE SE.1/4 OF SECTION 21, AND THE NE.1/4 AND NW.1/4 OF THE NW. 1/4 OF
SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

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

That I have surveyed, divided and mapped a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4, and Northwest 1/4 of the Southeast 1/4 of Section 21, and the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 28, T.8N., R.19E., Village of Sussex, Waukesha County, Wisconsin bounded and described as follows:

Beginning at the Southwest corner of the Southwest 1/4 of Section 21; thence North 0°24'29" East, along the west line of said Southwest 1/4 Section a distance of 2,347.12 feet; Thence North 88°25'29" East, 578.46 feet to the East line of Lot 1 of Certified Survey Map No. 5531; Thence North 1°34'31" West, along said East line 225.70 feet to the South line of Silver Spring Drive, CTH "VV"; Thence North 89°49'15" East, along said South line 620.36 feet; Thence South 4°56'41" West, 210.80 feet; Thence North 89°49'41" East, 203.08 feet; Thence North 4°56'41" East 210.94 feet to the South line of Silver Spring Drive, CTH "VV"; Thence North 89°50'29" East along said South line 158.67 feet; Thence South 0°09'31" East 228.58 feet; Thence North 89°50'29" East, 175.00 feet; Thence North 0°09'31" West, 228.59 feet to the South line of Silver Spring Drive, CTH "VV"; Thence North 89°49'15" East along said South line, 797.02 feet; Thence South 0°22'15" West, 151.25 feet; Thence South 82°04'27" East, 362.61 feet; Thence North 0°50'35" West, 194.57 feet to the South line of Silver Spring Drive, CTH "VV"; Thence Southeasterly along the arc of a curve right; whose radius is 894.93 feet, and whose chord bears South 69°14'33" West 348.57; Thence South 58°00'45" East, 907.81 feet to the West line of Certified Survey Map No. 9560; Thence South 0°10'25" West along said West line and the extension thereof, 1,956.02 feet to the South line of the Southeast 1/4 of Section 21; Thence South 89°45'15" West along the said South line, 1,346.59 feet to the East line of the Northwest 1/4 Section 28; Thence South 0°31'46" East along said East line 1,314.16 feet; Thence South 89°16'36" West, 2,649.18 feet to the West line of the Northwest 1/4 of Section 28; Thence North 0°12'25" West along said West line, 1,325.79 feet to the point of beginning.

Containing 13,170,550 square feet, 302.35 acres

That I have made such survey, land division and plat by the direction of the owner(s) of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and Village of Sussex Subdivision Ordinance in surveying, dividing and mapping the same.

Dated this 17th day of March, 2020.

Keith A Kindred, PLS 2082



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

CERTIFIED SURVEY MAP NO. _____

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AND NW. 1/4 OF THE SE.1/4 OF SECTION 21, AND THE NE.1/4 AND NW.1/4 OF THE NW. 1/4 OF
SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

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

- 1) Village of Sussex

Date: _____ Signed: _____

STATE OF _____)
_____ COUNTY) SS

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

Notary Public

County, Wisconsin
My Commission Expires _____



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

DATED THIS 17TH DAY OF MARCH, 2020

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NE. 1/4, SE. 1/4, SW. 1/4, AND NW. 1/4 OF THE SW. 1/4 AND THE SW. 1/4,
AND NW. 1/4 OF THE SE.1/4 OF SECTION 21, AND THE NE.1/4 AND NW.1/4 OF THE NW. 1/4 OF
SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

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

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

STATE OF _____)
_____ COUNTY) SS)

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

(Notary Seal) _____

Notary Public, _____,

My commission expires _____.



DATED THIS 17TH DAY OF MARCH, 2020

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NE. 1/4, SE. 1/4, SW. 1/4, AND NW. 1/4 OF THE SW. 1/4 AND THE SW. 1/4, AND NW. 1/4 OF THE SE.1/4 OF SECTION 21, AND THE NE.1/4 AND NW.1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

VILLAGE BOARD APPROVAL CERTIFICATE:

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

All conditions have been met as of the _____ day of _____, 2020.

Date: _____ Signed _____

Gregory Goetz, Village President

PLAN COMMISSION APPROVAL CERTIFICATE:

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

Approved as of the _____ day of _____, 2020.

Date: _____ Signed _____

Gregory Goetz, Chairmain

Date: _____ Signed _____

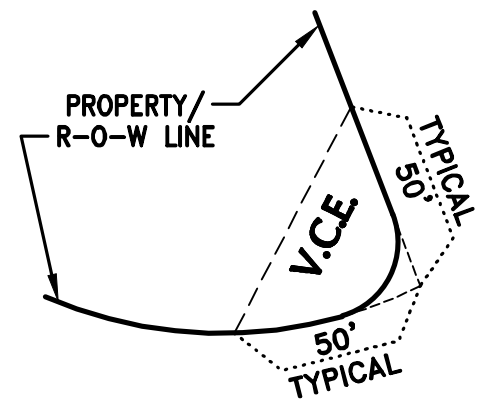
Sam Liebert, Administrative Services Director



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www.sehinc.com

DATED THIS 17TH DAY OF MARCH, 2020

VISION CORNER EASEMENT DETAIL (V.C.E.)



V.C.E. APPLIES TO:

Lot 1 is herein subject to a Vision Corner Easement in that the height of planting berms, fences, signs & any other structure within the Easement is restricted to 24" above the intersection elevation. There shall be no direct vehicular access from the Lots and Outlots in this Subdivision to the public Roads across the Vision Corner Easement.

GENERAL NOTES:

- Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- Indicates Found 0.75" outside diameter Reinforcing Bar unless otherwise noted.
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to the grid north of the Wisconsin State Plane Coordinate System (NAD 1927 datum) - South Zone, in which the East line of the N.W. 1/4 of Section 13, T. 8 N., R. 19 E., is taken to bear North 00°27'40" East.
- Lots 10 and 11 will have retaining walls built by the Developer, the purpose of the wall is to provide acceptable slopes on the lots while preserving the adjacent environmental area. The owners of Lots 10 and 11 will individually own and be responsible for all maintenance of the portion of the retaining wall on their property.
- Waukesha County shall not be liable for any fees or special charges in the event they become the owner of any lot or outlot in the subdivision by reason of tax delinquency.
- The wetlands shown hereon were delineated by Heartland Ecological, Inc., Eric C. Parker, PWS, on September 5, 2018. The linework was provided to Trio Engineering LLC in digital format.
- Outlot 1 is dedicated to the Village of Sussex.

PUBLIC EASEMENT PROVISIONS:

Permanent non-exclusive easements granted to the Village of Sussex ("Village") upon, within, and beneath the land identified on this final plat as:

- (A)** - "20' Wide Public Storm Sewer Easement"
- (B)** - "11' Wide Public Sidewalk Easement"
- (C)** - "30' Wide Public Sanitary Sewer and Watermain Easement"

1. Purpose: The purpose of these Easements is to:

- Public Storm Sewer Easement:**
 - Install, operate, maintain, and replace underground storm sewer utility facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit storm water.
 - Surface storm water conveyance.
- 11' Wide Public Sidewalk Easement:**
 - Construct, maintain, repair, and replace pedestrian sidewalks in the sidewalk easements depicted on the final plat.
- 30' Wide Public Sanitary Sewer Watermain Easement:**
 - Install, operate, maintain, and replace underground sanitary sewer and watermain facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to distribute sanitary sewer and water.

- Trees, bushes, branches, and roots may be trimmed or removed so as not to interfere with the Village's use of the easement areas.
- The general public shall have the right to traverse the "11' Wide Public Sidewalk Easement" area for use as a public sidewalk.
- Buildings and Other Structures.** The land owner agrees that no structures will be erected in the easement area, or in such close proximity to the facilities, such as to prevent the Village from exercising its rights under this easement.
- Elevation.** The land owner 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 the Village.
- Restoration.** The Village agrees to restore or cause to have restored the land owner'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 the Village's use of the easement area.
- 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.
- These Easement shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the land owner and the Village and their respective heirs, personal representatives, successors and assigns.

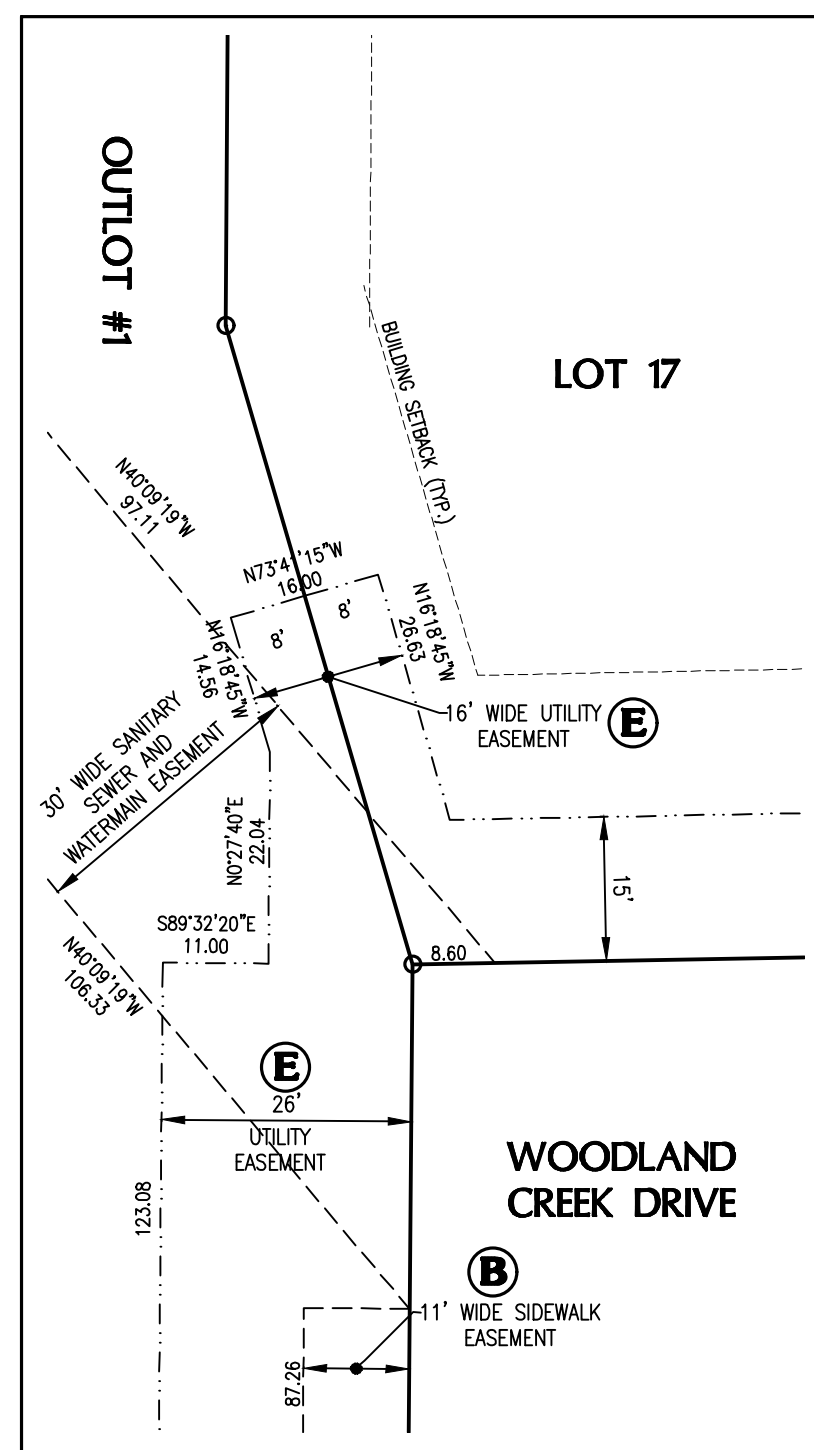
SECONDARY ENVIRONMENTAL CORRIDOR - WETLAND PRESERVATION RESTRICTIONS:

Those areas identified as Secondary Environmental Corridor and Wetland on this Plat shall be subject to the following restrictions:

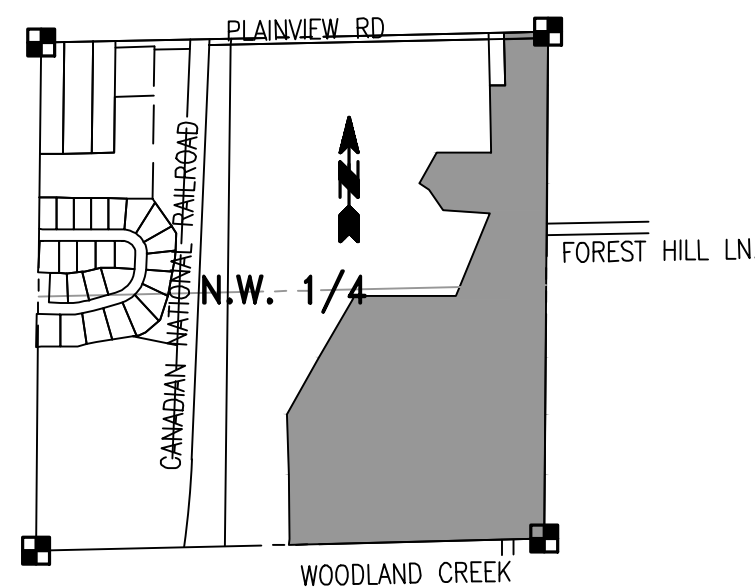
- Grading, filling and removal of topsoil or other earthen materials are prohibited except in connection with the construction of a proposed asphalt path, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Secondary Environmental Corridor, Floodplain and Wetland and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.
- Crazing by domesticated animals, i.e., horses, cows, etc, is prohibited within the Floodplain and Wetland areas and shall be discouraged to the greatest extent possible within the Secondary Environmental Corridor area.
- The introduction of plant material not indigenous to the existing environment is prohibited.
- Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The construction of buildings is prohibited.

WOODLAND PRESERVE

BEING A SUBDIVISION OF A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.



DETAIL
SCALE: 1" = 20'



LOCALITY MAP:
NW 1/4, SEC. 13, T. 8 N., R. 19 E.
SCALE: 1"=1000'

EASEMENT LEGEND:

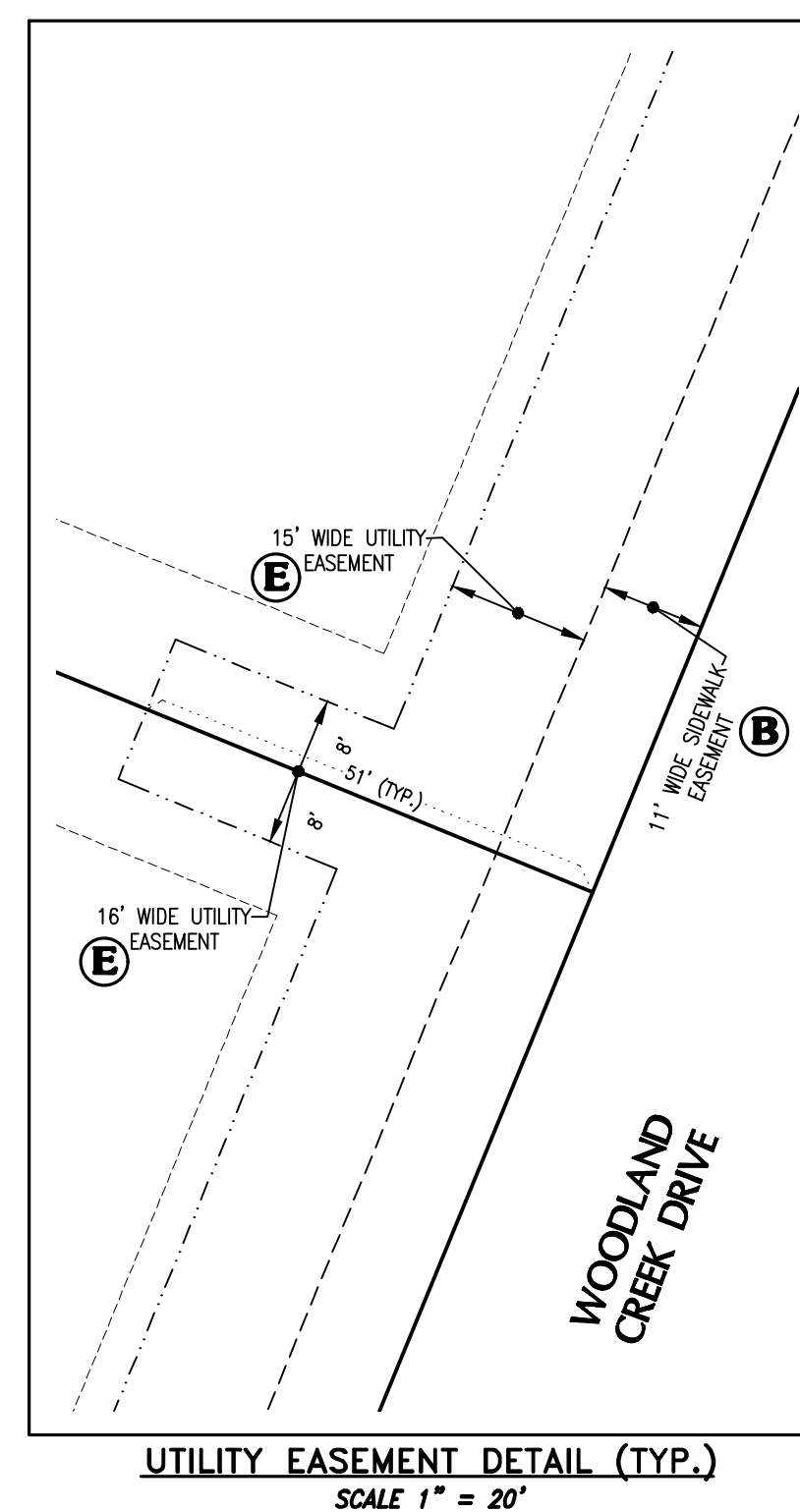
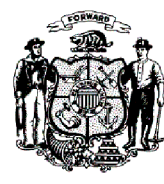
- (A)** - PUBLIC STORM SEWER EASEMENT
- (B)** - PUBLIC SIDEWALK EASEMENT
- (C)** - PUBLIC SANITARY SEWER EASEMENT
- (D)** - TREE PRESERVATION EASEMENT
- (E)** - PUBLIC UTILITY EASEMENT

RS-2 PDO	Lo 3	1-1	
Front Setback	30'	IPDO	
Right Setback	25'		
Side Setback	15'	IPDO	
Minimum Lot Width	100'		
Average Lot Size	31,941 s.f. (0.71 ac.)		

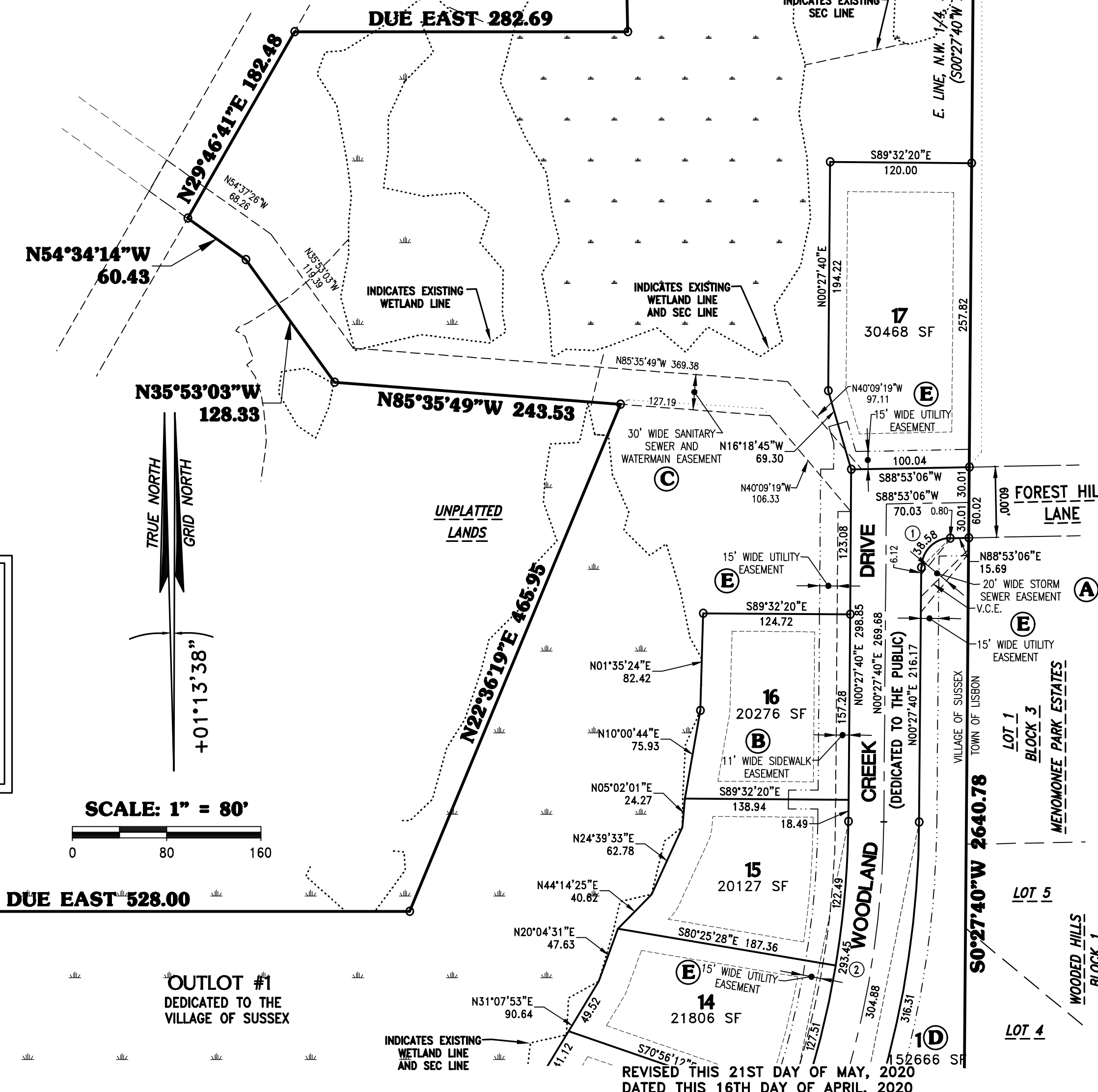
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



UTILITY EASEMENT DETAIL (TYP.)
SCALE: 1" = 20'



SCALE: 1" = 80'

OUTLOT #1
DEDICATED TO THE VILLAGE OF SUSSEX

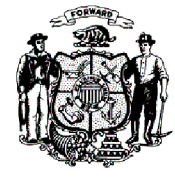
REVISED THIS 21ST DAY OF MAY, 2020
DATED THIS 16TH DAY OF APRIL, 2020

WOODLAND PRESERVE

BEING A SUBDIVISION OF A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration

UTILITY EASEMENT PROVISIONS: (E)

An easement for electric, natural gas, and communications service is hereby granted by _____, Grantor, to _____, Grantee, and _____, Grantee

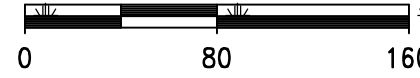
WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

OL #1
1469587 SF
DEDICATED TO THE
VILLAGE OF SUSSEX

SCALE: 1" = 80'



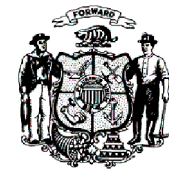
H:\CG000\953\18022-01\SURVEY\PLATS\166\FLOT_WOODLAND_PRESERVE.DWG

SW COR. OF THE NW 1/4 CORNER, SEC. 13-8-19
WIS. STATE PLANE COORD. SYSTEM - SOUTH ZONE
FOUND CONC. MON. W/ BRASS CAP
N 426,269.78
E 2,479,342.41

SE COR. OF THE NW 1/4 CORNER, SEC. 13-8-19
WIS. STATE PLANE COORD. SYSTEM - SOUTH ZONE
FOUND CONC. MON. W/ BRASS CAP
N 426,332.13
E 2,481,990.35

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration



4100 N. Calhoun Rd. Suite 300 Brookfield, WI 53005 Phone: (262) 790-1480 Fax: (262) 790-1481

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)) SS COUNTY OF WAUKESHA)

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 13, Town 8 North, Range 19 East, Village of Sussex, County of Waukesha, State of Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast Corner of said point being the place of beginning of lands hereinafter described;

Thence South 00°27'40" West and along the East line of the said Northwest 1/4 Section, 2640.78 feet to a point marking the Southeast corner of the Northwest 1/4 of said Section 13; Thence South 88°39'04" West and along the South line of the said Northwest 1/4 Section, 1331.45 feet to a point; Thence 11°38'08" East 29.65 feet to a point; Thence North 01°04'09" West 335.77 feet to a point; Thence North 01°35'17" West 314.42 feet to a point; Thence North 29°29'27" East 341.96 feet to a point; Thence North 29°45'03" East 349.96 feet to a point; Thence North 30°01'47" East 16.98 feet to a point; Thence Due East 528.00 feet to a point; Thence North 22°36'19" East 465.95 feet to a point; Thence North 85°35'49" West 243.53 feet to a point; Thence North 35°53'03" West 128.33 feet to a point; Thence North 54°34'14" West 60.43 feet to a point; Thence North 29°46'41" East 182.48 feet to a point; Thence Due East 282.69 feet to a point; Thence North 01°12'58" West 351.10 feet to a point; Thence North 88°47'02" East 80.00 feet to a point; Thence North 01°12'58" West 273.00 feet to a point on the North line of said Northwest 1/4; Thence North 88°47'02" East along said North line, 231.00 feet to the point of beginning of this description.

Said Parcel contains 2,128,945 Square Feet (or 48.8739 Acres) of land, more or less.

That I have made such survey, land division, dedication, and map by the direction of WOODLAND TRAILS PRESERVE, LLC., owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Sussex, Waukesha County, Wisconsin in surveying, dividing and mapping the same.

Dated this _____ Day of _____, 20____.

Ted R. Indermuehle, P.L.S. Professional Land Surveyor, S-3119 TRIO ENGINEERING, LLC 12660 W. North Avenue, Building "D" Brookfield, WI 53005 Phone: (262)790-1480 Fax: (262)790-1481

CORPORATE OWNERS CERTIFICATE OF DEDICATION:

WOODLAND TRAILS PRESERVE, LLC., a Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:

1. Village of Sussex

AGENCIES WHO MAY OBJECT:

- 1. State of Wisconsin, Department of Administration
2. Waukesha County, Department of Parks and Land Use

Witness the hand and seal of said Owner this _____ day of _____, 20____.

WOODLAND TRAILS PRESERVE, LLC.

Steve Declene, President of Neumann Developments it's sole Member

STATE OF WISCONSIN)) SS COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 20____, the above named Steve Declene, President of the above named Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Company, by its authority.

Print Name: _____ Public, _____ County, WI My Commission Expires: _____

WOODLAND PRESERVE

BEING A SUBDIVISION OF A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE:

MIDLAND STATES BANK, a corporation duly organized and existing by virtue of the laws of the State of Illinois, Mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of WOODLAND TRAILS PRESERVE, LLC, owner, this _____ day of _____, 20____.

MIDLAND STATES BANK

STATE OF ILLINOIS)) SS COUNTY OF _____)

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

Print Name: _____

Public _____ County, IL My Commission Expires: _____

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)) SS COUNTY OF WAUKESHA)

I, Sam Liebert, being duly appointed, qualified and acting Treasurer of the Village of Sussex, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ Day of _____, 20____ on any of the land included in the Plat of "WOODLAND PRESERVE".

Dated this _____ Day of _____, 20____.

Sam Liebert, Clerk/Treasurer

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Plat of "WOODLAND PRESERVE", in the Village of Sussex, WOODLAND TRAILS PRESERVE LLC, owner, is hereby approved by the Village Board.

All conditions have been met as of this _____ Day of _____, 20____.

Anthony J. LeDonne, Village President

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Sussex.

Sam Liebert, Clerk/Treasurer

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)) SS COUNTY OF WAUKESHA)

I, Pamela F. Reeves, being duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20____ on any of the land included in the Plat of "WOODLAND TRAILS".

Dated this _____ Day of _____, 20____.

Pamela F. Reeves, County Treasurer

CURVE TABLE:

Table with 10 columns: NO., LOT(S), RADIUS, CENTRAL ANGLE, ARC, CHORD, CHORD BEARING, TANGENT IN, TANGENT OUT. Contains curve data for lots 1, 2, 3, 4, 8, 9, 10, 13, 14, 15.

TREE PRESERVATION EASEMENT RESTRICTIONS: (D)

The Tree Preservation Easement areas shall be subject to the following restrictions:

- 1. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc. is prohibited, with the exception that dead, diseased or dying vegetation may be removed, at the discretion of the landowner and with approval from the municipality in which this land is located. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the municipality in which this land is located, shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Tree Preservation Easement and with the approval of the municipality in which this land is located.
2. Grading, filling and removal of topsoil or other earthen material are prohibited unless specifically authorized by the municipality in which this land is located.
3. The introduction of plant material not indigenous to the existing environment is prohibited unless specifically authorized by the municipality.

BASEMENT RESTRICTION FOR GROUNDWATER:

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

BASEMENT RESTRICTION - BEDROCK NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions which, due to the possible presence of bedrock near the ground surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert be consulted regarding the construction of basements in these areas where bedrock may be present near the ground surface. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

H:\CG00\953\1802-01\SURVEY\PLATS\166PLOT_WOODLAND_PRESERVE.DWG



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

MEMORANDUM

TO: Village Board

FROM: Jeremy Smith, Village Administrator

RE: Real Property Health

Real Property Health was approved to develop a senior assisted living and memory care facility on the property across from the Post Office. They agreed because this was in a TIF District and to ensure they would not be a tax-exempt operation within the TIF District to build a building with a value of at least \$14 million by January 1 2018. After approvals were granted by the Village for the project, the Developer stopped responding to the Village.

After over a year of attempting to get the project to move forward, the Village proceeded under its rights in the Developer's Agreement to special assess/charge the property as if it had a \$14 million value. This got RPH's attention and they gave notice of claim disputing the special assessment. The Village promptly sent this to the Insurance Company and we have been covered by Insurance Counsel (Remzy Bitar) John Macy's partner.

RPH is in the process of selling the property to the new senior housing developer that was just approved by the Plan Commission and Village Board. The new buyer has agreed to the \$14 million value in its Developer's Agreement. In order to proceed with closing this matter needs to be resolved. It's a chicken or an egg thing at this point. New Buyer can't get clean title without this resolved, Village wants to see development occur to benefit the TIF, New Buyer won't take on RPH's obligation. RPH's claim is weak, but their costs to litigate are low compared to the price of paying the assessment.

The deal allows development to proceed (which is what the Village ultimately wants) and the Village gets paid \$25K, or a good portion of what the cost for RPH to try the case would be. The Village has incurred no legal costs on this as insurance has covered us. I recommend approval of the settlement.

FULL SETTLEMENT AND FINAL MUTUAL RELEASE OF ALL CLAIMS

This Full Settlement and Final Mutual Release of All Claims (hereafter "Agreement") is entered into by Real Property Services Corp. and RPH Sussex, LLC (collectively, "RPH") and the Village of Sussex ("Village"). RPH and the Village are referred to herein as the "Parties" and individually as a "Party" when reference is made to both.

RECITALS

WHEREAS, RPH entered into a "Developer's Agreement for Real Property Health Senior Living Development" dated April 11, 2017 ("Developer's Agreement") with the Village of Sussex for the development of vacant lands at N63W23575 Silver Spring Drive known as Tax Key #246.961.002 (subject property) for a 98,250 square foot senior living facility with 110 units, all of these and other terms are specified in the Developer's Agreement including a term that the developer shall guarantee upon completion an assessed value by January 1, 2018 of fourteen million dollars (\$14,000,000) to be maintained at such value for the life of TIF District #6.

WHEREAS, this development did not materialize causing the Village, pursuant to Section IX and other terms of the Developer's Agreement, to impose \$207,214.07 in special charges and interest upon RPH (i.e., Invoice #4875 dated September 11, 2019), and, when this invoice went unpaid, to subsequently impose the same on the 2019 real property tax bill for the subject property as a special charge (i.e., 2019 Real Property Tax Bill).

WHEREAS, RPH contested the imposition of the special charges and interest in Invoice #4875 and the 2019 Real Property Tax Bill alleging - *inter alia* - that conditions precedent never occurred thereby relieving RPH of its obligations and further alleging other contractual doctrine barred collection of the aforementioned special charges and interest, but the Village rejected these arguments and insisted upon performance.

WHEREAS, given the Parties disagreement over their rights and remedies under the Developer's Agreement, the Parties endeavored to amicably resolve their controversy in order to avoid the costs and uncertainty of litigation, to facilitate the sale of the subject property to a new buyer who has an approved development agreement with the Village and to avoid further consequences for the unpaid tax bill involving collection or the like; and

WHEREAS, RPH and the Village desire to settle fully and finally all claims or potential claims arising from or relating to this matter in accordance with the terms of this Agreement; it is hereby agreed as follows.

AGREEMENT

1. NOW, THEREFORE, RPH, individually and as authorized corporate designee, in consideration of the Village releasing or extinguishing any and all claims against RPH for special charges and interest under the Developer's Agreement as reflected in Invoice #4875 and in the 2019 Real Property Tax Bill and other good and valuable consideration (including, but not limited to, written notice and other necessary communications from the Village to Waukesha County that the subject payment is satisfied in order to halt any collection activity), the receipt and adequacy of which are hereby acknowledged, does hereby:

(a) forever release and discharge Village of Sussex, its officials, employees, agents, representatives, departments, independent contractors, and insurers including the League of Wisconsin Municipalities Mutual Insurance Company (hereafter referred to as the "Released Parties") from any and all claims (which are more fully described below) by RPH in any way arising out of or related to, or resulting, arising, or stemming from, the Village of Sussex imposition of special charges and interest under the Developer's Agreement as reflected in Invoice #4875, the 2019 Real Property Tax Bill, and subsequent issued "Notice(s) of Real Estate Tax Due"; and

(b) Warrant that RPH will make a payment to the Village in the amount of \$25,000.00 (twenty-five thousand dollars), which payment is to take place on or before the date set for the closing of the subject property to the new buyer and in no instance later than July 31, 2020. Such payments can be made in two equal installments, with the first one to be made in 30 days from the execution of this Agreement and the second one in 60 days from the execution of this Agreement, but in no instance shall such payment of \$25,000 be delayed nor shall this payment of \$25,000 be dependent, contingent or conditioned upon the successful closing of the subject property, unless the parties agree otherwise in writing as to the timing of payment and installments thereof.

2. This Agreement by RPH and its representatives is also made for and binding upon its parent companies, heirs, predecessors, successors, assigns and related parties including but not limited to all of their former or current corporate parents, subsidiaries and affiliates, as well as insurers to or of RPH. By this agreement any liability of subsidiaries, parent corporations, insurers, predecessors, successors, officers, directors, agents or employees of the Released Parties, including but not limited to any and all of their insurers who have issued in the past, present or future any and all liability policies (including but not limited to commercial general liability, errors and omissions or other liability policies), is also released and discharged. Further, any other persons or entities who are or might be liable, even though their identity or involvement may not be presently known are fully released and discharged.

3. This Agreement fully extinguishes any and all “claims” between the Parties, which is broadly defined to mean any and all past, present, future or potential known or unknown claims, demands, damages (including but not limited to those for compensatory damages, lost profits, diminution of business value, loss of society, companionship and consortium, punitive damages, costs and fees, attorneys' fees, or statutory damage awards), losses, suits, payment obligations, adjustments, executions, offsets, actions, causes of action, costs, defenses, debts, sums of money, assertions of rights, accounts, reckonings, bills, bonds, covenants, contracts, controversies, agreements, promises, expenses (including without limitation court costs and attorneys' fees), requests for relief of any kind, statutory and regulatory obligations, judgments or any liabilities of any nature whatsoever, whether known or unknown, anticipated or anticipated, fixed or contingent, matured or unmatured, accrued or unaccrued, whether in law, equity, civil, administrative or criminal, whether sounding in tort, contract, equity, nuisance, trespass, negligence, strict liability, human health hazards under municipal or state regulations or ordinances, direct action statutes against insurers, or any other state or federal law (including but not limited to constitutional claims), and which have been, could have or may be asserted including without limitation any cross-claim, counterclaim, third party claim, right, request, suit, lawsuit (including show cause orders), administrative orders or demands for proceedings of any kind, notice, arbitration, cause of action or order and including any claims or demands for or relating to bad faith or extra-contractual damages whether formal or informal.

4. In making this Agreement, all rights to bring any other claims against one another are fully extinguished because full compensation for all claims, injuries and damages has been paid and good and valuable consideration exchanged.

5. It is understood and agreed that this settlement is a full compromise of a disputed claim, and this settlement, or the payment of money, is not to be construed as an admission of liability by the Parties. It is recognized that the Parties deny that they are liable for the claimed injuries and damages. It is further recognized that nothing contained within this Agreement is intended to be a waiver or estoppel of the limitations on liability, defenses, and immunities available to governmental entities like Village of Sussex which are contained within Wisconsin law, including but not limited to those contained within Wisconsin Statute § 893.80.

6. The Parties acknowledge that they are choosing to knowingly and voluntarily execute this Agreement based solely on what is expressly stated in writing within the four corners of this Agreement. Other than as expressly stated in writing within the four corners of this Agreement, neither of the Parties, nor any other person or entity, has made any promise, warranty, representation, statement, assertion, suggestion, expression, pledge, or any communication whatsoever concerning this Agreement or the subjects described herein, to induce, encourage, or compel the execution of this Agreement. Any such promise, warranty, representation, statement, assertion,

suggestion, expression, pledge, or any communication whatsoever concerning this Agreement or the subjects described herein that is not expressly set forth in writing in this Agreement itself is immaterial, irrelevant, unenforceable, invalid, and of no consequence whatsoever to this Agreement.

7. The Parties acknowledge that after they sign this Agreement, they may discover facts, circumstances, information, data, analyses, communications, correspondence, materials, and/or documents in addition to or different from that which the Parties presently have, know, or otherwise believe to exist, which, if known or suspected at the time of executing this Agreement, may have affected the terms of this Agreement or the decision of the Village or RPH to enter into this Agreement. Nevertheless, the Parties are hereby voluntarily waiving, relinquishing, extinguishing, surrendering, and releasing any and all rights, claims, and/or causes of action that might arise as to each other or otherwise as a result of the discovery of different or new facts, circumstances, information, data, analyses, communications, correspondence, materials, and/or documents following the execution of this Agreement. The release described in the preceding sentence extends to and includes, but is not limited to, any subsequent claims seeking the rescission or reformation of the Agreement or otherwise challenging the validity and enforceability of the Agreement or any term or provision thereof, all such claims being extinguished and waived hereunder.

8. By signing this Agreement, the undersigned RPH expressly warrants that it has the authority to enter into this Agreement. It further expressly warrants and represents that no portion of this claim has been assigned to anyone else and that no other person or entity has any legal right to pursue this claim or share in the proceeds of the settlement, including but not limited to state and federal taxing authorities. In making this representation, RPH agrees to indemnify the Released Parties for any money they may have to pay to any other person or entity asserting any claim arising out of or related to any injuries or damages we sustained, including any claims based upon subrogation, derivation or assignment. Also, we will indemnify the Released Parties for any expenses, including attorneys' fees, incurred in defending such claims.

10. The statements in this Full Settlement and Final Agreement are contractual terms, and are not mere recitals. The terms of this Agreement shall not be construed for or against any Party on the grounds that such Party or its attorneys drafted any portion of the Agreement. Each term, condition or provision of this Agreement is severable from the other. Should any term, condition, or provision be deemed invalid or unenforceable, the other terms, conditions and provisions shall remain in full force and effect.

11. The Recitals set forth at the beginning are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no

modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

12. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

13. The Parties agree to cooperate fully and execute any and all supplementary documents, including the aforementioned written notice and other necessary communications from the Village to Waukesha County that the subject payment is satisfied in order to halt any collection activity, and to take any additional action which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

14. This Agreement may be executed in counterparts, and each such duly executed counterpart shall be of the same validity, force, and effect as the original.

15. Signature pages may be transmitted by email. Upon delivery via email, a signature shall be deemed an original and shall be admissible in evidence.

CAUTION: THIS IS A SETTLEMENT AGREEMENT AND RELEASE. CONSULT WITH AN ATTORNEY AND READ IT BEFORE SIGNING.

[SIGNATURE PAGES FOLLOW]

WE HAVE READ THIS AGREEMENT, WHICH CONSISTS OF 6 PAGES, AND UNDERSTAND THAT IT IS A FULL AND COMPLETE COMPROMISE AND FULL SETTLEMENT OF ALL CLAIMS AGAINST THE RELEASED PARTIES FOR WHICH WE HAVE BEEN FULLY COMPENSATED.

Dated this ____ day of _____, 2020.

REAL PROPERTY SERVICES CORP. and RPH SUSSEX, LLC. ("RPH").

By _____, Authorized Corporate Designee

Subscribed and sworn to before me on
this ____ day of _____, 2020.

By: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

CONSENT OF ATTORNEY:

As attorney for RPH, I have reviewed the terms of this Agreement. I consent to this settlement.

Dated this ____ day of _____, 2019.

Attorneys for RPH

By Anthony Anzelmo

WE HAVE READ THIS AGREEMENT, WHICH CONSISTS OF 6 PAGES, AND UNDERSTAND THAT IT IS A FULL AND COMPLETE COMPROMISE AND FULL SETTLEMENT OF ALL CLAIMS AGAINST THE RELEASED PARTIES FOR WHICH WE HAVE BEEN FULLY COMPENSATED.

VILLAGE OF SUSSEX

By: _____

Name (print): _____

Title: _____

Subscribed and sworn to before me on
this ____ day of _____, 2020.

By: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

CONSENT OF ATTORNEY:

As attorney for the Village, I have reviewed the terms of this Agreement. I consent to this settlement.

Dated this ____ day of _____, 2019.

Attorneys for the Village

By: Remzy Bitar



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

MEMORANDUM

TO: Village Board

FROM: Jeremy Smith, Village Administrator

RE: Ace Hardware Purchases

As you know there are State Statutes and ethics laws with regards to Government officials and doing business with the government they exercise authority over. This is why the Village Board needs to set a policy with respect to purchase items from Ace Hardware with the election of Anthony LeDonne as Village President.

I directed a temporary halt to purchases from Ace Hardware to ensure compliance with the law until the Village Board could act on a policy for the same. It is clear that the Village can legally make De minimus purchases from Ace Hardware, but we needed to be able to set up a process to keep such transactions separate to ensure compliance with the law. It has certainly been efficient for the Village of Sussex to utilize Ace Hardware for many years and that has not changed. The Village cannot legally spend more than \$15,000 in any year with Ace at this point. The Village has spent anywhere from around \$9,000 to just under \$15,000 over the past years. The library would likely be included in this total amount of limit and they spend about \$1,000 per year at Ace according to the Finance Director.

Staff has prepared a policy for the Village Board's consideration that would enable compliance with the law. Please see the memo from the Finance Director Nancy Whalen, the policy, and the legal opinion from Village Attorney John Macy for more information.



Finance Department
N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5225
Email: nwhalen@villagesussex.org
Website: www.villagesussex.org

To: Jeremy Smith

From: Nancy Whalen

Date: May 18, 2020

RE: Ace Hardware Purchases

Typically, all Ace Hardware purchases are paid once a month when the statement is received so there is one check (although it takes up several pages in the check register as each invoice is coded separately). On occasion, someone may make a purchase on their P-card at Ace rather than put it on the Village's account. In this case, there would be one or more additional checks listed on the check register.

In order to segregate the Ace charges from the monthly check register I will propose to Donna to export the report to Excel rather than Word as she had been doing. Once this is exported, all Ace charges should be cut out of the spreadsheet and either be shown on a completely different spreadsheet or at the bottom of the current check register with a sub-total shown for the non-Ace items and a grand total for everything. By completing this step in Excel, it will be easy enough to get separate totals to carry to the summary.

The monthly summary form would need a modification to show a total without the Ace invoices that the entire board could approve and then a separate total of the Ace invoices for approval. This summary form could also include a running total for the year of Ace payments as a notation entry.

Because purchases exceeding \$15,000 in a year would be considered illegal, I would recommend setting an internal limit of \$12,500 for Ace purchases. This would allow some leeway in the event there are p-card purchases that overlap with other purchases before we can inform all staff that we have reached the limit for the year.

Municipal LAW

& LITIGATION GROUP

DALE W. ARENZ, RETIRED
DONALD S. MOLTER, JR., RETIRED
JOHN P. MACY
H. STANLEY RIFFLE
COURT COMMISSIONER
ERIC J. LARSON
REMZY D. BITAR

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262) 548-1340
Direct (262) 806-0215
Facsimile (262) 548-9211
Email: jmacy@ammr.net

PAUL E. ALEXY
MATTEO REGINATO
LUKE A. MARTELL
SAMANTHA R. SCHMID
STEPHEN J. CENTINARIO, JR.
AMY FRY-GALOW
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April 20, 2020

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Jeremy Smith, Village Administrator
Village of Sussex
(jsmith@villagesussex.org)

Re: Potential Conflict Involving Ace Hardware

Dear Mr. Smith:

I received your April 14, 2020 request to opine on possible ethical issues regarding the Village making purchases from Ace Hardware and have had an opportunity to carefully consider this matter.

Your Request:

“With [the Village President]’s appointment I have a question about the Village’s ability to purchase from Ace. His wife is the owner of the two franchises. Please advise so the Village stays in compliance with the law.”

My Response: I have had an opportunity to review the matter and I make the following comments:

Unfortunately, the law in this area does not allow for definitive answers that would apply to all possible fact situations. However, in light of the nature of your request, I point your attention to the following statutes:

1. Statutory Framework. The most generally relevant laws on this issue are located in the Wisconsin Code of Ethics for Local Government Officials, found in Section 19.59 of the State Statutes. I believe that there are at least two provisions of this statute which could potentially be relevant. Section 19.59(1)(a), Wis. Stats., reads in relevant part as follows:

No local public official may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for any organization with which he or she is associated.

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Section 19.59(1)(c)(2), provides that no local public official may:

Use his or her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the official, one or more members of the official's immediate family either separately or together, or an organization with which the official is associated.

Additionally, Section 946.13 of the State Statutes may apply. Section 946.13 generally prohibits any public officer or public employee from participating in the making of a village contract or performing any function requiring the exercise of discretion on the president's part with regard to the contract if the president has a direct or indirect private pecuniary (financial) interest in the contract. Sec. 946.13(1)(b), Stats. A president can avoid violating sec. 946.13(1)(b) by abstaining from official action. However, sec. 946.13(1)(a) prohibits the president, in his or her private capacity, from negotiating or bidding on a contract in which he or she has a private pecuniary interest if the president is authorized to exercise discretion in regard to the contract. The president cannot avoid violating subsection (1)(a) by abstaining from official action because in order for a violation to occur, it is necessary only that the president be authorized to exercise discretion. There are several exceptions to these requirements, of which the most applicable are:

- A. Contracts with the village that do not involve receipts and disbursements aggregating more than \$15,000 in any year. Sec. 946.13(2)(a), Stats.
- B. Contracts where the president, in his or her capacity as president, participates in the making of a contract in which the president has a private pecuniary interest, direct or indirect, or performs some function in regard to the contract which requires the exercise of discretion, and the president holds not more than 2% of the outstanding capital stock of a corporation that is involved in such a contract, subject, though, to the prohibition on private personal negotiation on the contract. Sec. 946.13(5), Stats.

Anyone who violates Section 946.13 is guilty of a Class I felony. Additionally, any contract entered into in violation of Section 946.13 is void.

(I should also mention that numerous other laws may apply in particular situations, which I have not discussed here. I have limited this analysis to the above-described statutes, which I believe are most generally applicable. Other laws affecting this issue could include: Village Ordinances, if any, related to ethical obligations of public officials; Section 44 of Robert's Rules of Order related to pecuniary interests of decision-makers; and case law (including *Marris v. City of Cedarburg*, 176 Wis. 2d 14 (1993)), which prohibits biased officials from deciding quasi-judicial questions. Other laws such as these could apply in some situations, differently than section 19.59, Stats. It would be impossible to outline every application of every law that could apply to particular situations.)

2. Analysis. As you can see from the above-noted statutes, the Village President, as a local public official, may not use his position to obtain anything of substantial value for the private benefit of (1) himself, or (2) his immediate family, or (3) any organization with

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which he is associated. The Village President likely has an indirect private pecuniary interest in any contract with the Ace Hardware stores that his wife owns. Keep in mind that the Village President has the power to approve vouchers, so any voucher for acquisitions from Ace are within the power of the President to approve. Thus, he can avoid liability under Sec. 946.13(1)(b) by abstaining from any official action pertaining to his wife's stores, including voucher approvals, and he may not have to if the action meets any of the exceptions above. However, the Village President cannot, in his private capacity, negotiate or bid on any Village contracts involving receipts and disbursements aggregating more than \$15,000 in any year on behalf of his wife's stores, as that would violate Sec. 946.13(1)(a), and abstention alone does not resolve that problem.

3. Recommendation. To avoid raising these significant concerns and the appearance of impropriety, I recommend that the Village refrain from entering contractual relationships with Ace during the term of the Village President. A purchase order is a contract, so this recommendation includes purchase orders. However, if a Village employee makes a *de minimis* purchase from Ace, the Village President would likely not face legal liability, provided the Village President abstains from the voucher approval and such voucher approvals do not aggregate to more than \$15,000 in any one year.

If recusal seems like the appropriate response, I have faced similar situations with other clients who have done the following. They have separated the voucher approvals, so that all items but for the one that is a concern are within one agenda item, and the one issue that requires recusal is a second agenda item, so that the official can act on all but the one item and recuse from the latter. You and the new Village President can consider how best to proceed in this regard.

4. Ethics Opinion. I am authorized to issue an ethics opinion to public officials who make a written request for an opinion, pursuant to Wisconsin Statutes Section 19.59(5). Such a request must come from the official seeking ethical advice and must include a description of all relevant facts that I am to consider in rendering an opinion. If I receive such a request, I am obligated to provide my opinion only to the official who makes the request and am prohibited from disclosing the opinion to others. If the Village President would make such a request, either now or as any issues arise from time to time, I would be happy to provide that opinion. If the official makes such a request and follows my advice, the official is presumed to be acting lawfully. Pursuant to Section 19.59(6), Wis. Stats., my office also may request the State Ethics Commission to issue an opinion concerning the interpretation of Section 19.59. This request for an Ethics Commission opinion must come from the Municipal Attorney. If the Village President would like me to seek an opinion from the State Ethics Commission, please have the Village President submit a confidential request to my office for such an ethics opinion, first, and then we can pursue an opinion from the State Ethics Commission if necessary.

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If you should have any questions or concerns regarding this matter, please do not hesitate to contact me.

Yours very truly,

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John P. Macy

John P. Macy

JPM/



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ACE HARDWARE PURCHASING POLICY

The Village of Sussex in order to ensure compliance with the highest of ethical standards and the law will adhere to the following policy with respect to purchasing from any Ace Hardware where Anthony J. LeDonne has an interest as defined by the State Statutes and Ethics Rules of the State of Wisconsin in said business(es).

Village staff may purchase items for the Village from the Ace Hardware following normal purchasing processes of the Village. This includes best practices including looking for the best and efficient price/location for goods and services.

Any purchase where the total may exceed \$1,500 at a single time at Ace Hardware shall be checked first with the Finance Department to ensure the total Village spend has not or will not exceed the maximum spend threshold with said purchase.

The Finance Department shall separate all Sussex Ace purchases to be listed and considered separately on the Village's agenda's at the time and manner as other bills for payment.

The Finance Department shall keep track of the annual purchases from Ace. Once \$12,500 of goods or services has been purchased from Ace Hardware the Finance Department shall immediately notify all Departments that no further purchases may be made from Ace Hardware that year.

All Village staff once said threshold notice is sent shall refrain from any further purchases from Ace Hardware for that year.

In compliance with the law, the Village President should take no action to approve the bills for Ace Hardware or influence any contract between the Village and Ace.

This Policy has been crafted based upon the legal opinion provided by John Macy, Village Attorney. This policy automatically ends if the Village President no longer has an interest under the law in Ace Hardware.

May 26, 2020 Appointments

Trustee Appointments

Plan Commission

Greg Zoellick

Citizen Appointments

Architectural Review Board

Plan Commissioner

Mike Knapp

Gary Foxe

Board of Fire Commissioners

John Schneider

Community Development Authority

Mike Schulist

Jim Stone

Finance and Personal Evaluation Committee

Bill Wiesneski

Ben Jarvis

Park and Recreation Board

Chuck Vojtas

Mike Waltz

PHPL Library Board

Jennifer Vande Hel

Lisa Bougie

Sandy Schultz

Plan Commission

Mike Knapp

Jim Muckerheide

Public Safety & Welfare Committee

Martin Lastrilla

Public Works Committee

Keith Marcano

Senior Citizens Advisory Committee

Shirley Johnson

Roger Johnson

Claire Moe

Art Rude

Karen Vojtas

Jennifer Waltz