



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

AGENDA
PUBLIC WORKS COMMITTEE
VILLAGE OF SUSSEX
6:00 P.M. TUESDAY, JULY 14, 2020
SUSSEX CIVIC CENTER- VILLAGE BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET

Pursuant to Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Sussex Public Works Committee, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum: (Chairperson to announce the following if a quorum of the Village Board is in attendance at the meeting: Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments if the rules are suspended to allow them to do so.)

1. Roll call.
2. Consideration and possible action minutes of the June 2, 2020 Public Works meeting.
3. Consideration and possible action on bills for payment.
4. Consideration and possible action on Utility Items:
 - A. Filter Control Panel Replacement
 - B. Jeanine Metering Station Billing Settlement Agreement
5. Consideration and possible action on Sidewalk and Street Items:
6. Consideration and possible action on Other Public Works Items:
 - A. Request from Lisbon Property owner to pay for a portion of beaver control activities from property owned by the Village of Sussex west of STH 164 and south of Prospect Court.
7. Staff report, update and issues, and possible action regarding subdivision, developments, and projects:
 - A. Engineer's Report
 - B. Estoppel Certificate with Kwik Trip and sidewalk easement.
8. Other discussion for future agenda topics
9. Adjournment.

Scott Adkins
Chairperson

Jeremy Smith
Village Administrator

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

**DISCLAIMER- THE FOLLOWING ARE DRAFT MINUTES FROM
THE PUBLIC WORKS COMMITTEE AND ARE
SUBJECT TO CHANGE UPON APPROVAL OF THE VILLAGE BOARD**

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Public Works Committee of
June 2, 2020**

1. Roll Call

The meeting was called to order by Chairman Adkins at 6:00 p.m.

Members present: Trustee Scott Adkins, Trustee Lee Uecker, Trustee Michael Bartzen, and Keith Markano.

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

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

2. Consideration and possible action on minutes

A motion by Bartzen, seconded by Markano to approve the May 5, 2020 meeting minutes as presented.

Motion carried 4-0.

3. Consideration and possible action on bills for payment:

A motion by Uecker, seconded by Bartzen to recommend to the Village Board approval of bills for payment in the amended amount of \$1,503,159.82.

Motion carried 4-0.

4. Consideration and possible action on Utility Items:

A. Compliance Maintenance Annual Report

Dennis Wolf, Assistant Director of Public Works, presented the annual report. Trustee Bartzen asked if there has been an increase in use with people being at home more. Mr. Wolf responded that they have seen an increase, but this has mostly been due to the wet spring. Trustee Bartzen asked if the pipe valve that failed is budgeted for replacement and Mr. Wolf confirmed that it is.

A motion by Adkins, seconded by Bartzen to recommend to the Village Board approval of the resolution accepting the Compliance Maintenance Annual Report.

Motion carried 4-0.

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

A. Homeowner Restoration Concern as a Result of the Good Hope Road Reconstruction Project

Mrs. Neu summarized the Village staff's position on the matter, as outlined in the memo. Mr. Brummond presented his position as the homeowner. There was consensus from the committee to table the matter until the next Public Works Committee meeting to allow time for Ms. Neu and the homeowners to reach an agreement on the terms of the restoration including the slope and depth.

B. 2021 Annual Road Program

Judy Neu, Village Engineer, presented the 2021 annual road program.

A motion by Uecker, seconded by Markano to recommend to the Village Board approval of the 2021 annual road program as presented.

Motion carried 4-0.

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

None

7. Staff Reports, update and issues, and possible action regarding subdivision, developments, and projects:

A. Engineer's Report

Mrs. Neu summarized the Engineer's Report included in the meeting packet.

8. Other discussion for future agenda topics

Mr. Smith stated that the next Public Works Committee meeting will be July 14, 2020, which is a week later due to the holiday.

10. Adjournment

A motion by Adkins, seconded by Bartzen to adjourn the meeting at 7:35 p.m.

Motion carried 4-0.

Respectfully submitted,

Kelsey McElroy-Anderson
Assistant Village Administrator

DRAFT

VILLAGE OF SUSSEX
PUBLIC WORKS COMMITTEE
BILLS FOR PAYMENT

7/14/2020

VENDOR	AMOUNT		%COMPLETED	NOTES
GILES ENGINEERING ASSOCIATES, INC.	\$ 3,881.50	MAPLE AVE RECON #1 & 2 (MARCH, APRIL & MAY)	9.10%	
JOHNSON AND SONS PAVING	\$ 26,095.00	CONCRETE PAVING SPLASHPAD	100.00%	
R. A. SMITH	\$ 71,562.74	MAPLE AVE RECON - PROF. SERV. 4/1-30/2020	18.10%	
R. A. SMITH	\$ 18,903.18	WOODLAND TRAILS S/D - PROF. SERV. 5/1-31/2020	ONGOING	BILL TO DEVELOPER: NEUMANN DEVELOPMENT
R. A. SMITH	\$ 591.50	WOODLAND TRAILS S/D - PROF. SERV. 4/1-30/2020	ONGOING	BILL TO DEVELOPER: NEUMANN DEVELOPMENT
R. A. SMITH	\$ 70,830.75	MAPLE AVE RECON - PROF. SERV. 5/1-31/2020	28.16%	
RUEKERT & MIELKE, INC.	\$ 5,030.75	GIS UPDATE, ESRI S/W (PARKS), FIBER OPTIC (DAY CAMP), UTILITY UPDATES - MAIN STREET RECON. - \$4782.00	100.00%	
RUEKERT & MIELKE, INC.	\$ 1,580.00	GIS UPDATES (MAIN ST RECON) - PROF. SERV. 5/9-6/5/2020	100.00%	
SELZER-ORNST CONSTRUCTION CO., INC.	\$ 65,377.00	SUSSEX PARK PAVILION - PROF. SERV. THRU 5/31/2020	95.00%	
STARK PAVEMENT CORPORATION	\$ 489,747.89	MAPLE AVE RECON #2 - PROF. SERV. THRU 5/31/2020	20.40%	
SUPER WESTERN	\$ 1,348,524.98	MAPLE AVE RECON #1 - PROF SERV. THRU 6/5/2020 #3	41.10%	
THE SIGMA GROUP, INC.	\$ 654.75	SUSSEX PRESERVE 2 - PROF. SERV. THRU 5/31/2020	ONGOING	BILL TO DEVELOPER: SAWALL DEVELOPMENT
WE ENERGIES	\$ 91,145.06	STREET LIGHT PROPOSAL - MAPLE AVE RECON.	47.60%	PREPAID - WORK ORDER
WE ENERGIES	\$ 47,127.77	STREET LIGHT PROPOSAL - MAPLE AVE RECON.	59.90%	PREPAID - WORK ORDER
TOTAL	\$ 2,241,052.87			



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MEMORANDUM

To: Public Works Committee
From: Jon Baumann PW Foreman
Date: 6/29/2020
Re: Filter Control Panel

The tertiary filter control panel components at the Wastewater Treatment Facility are outdated. The panel components are no longer available in the event there is a failure. We are looking to proactively replace these components to avoid the potential of the filters being out of service for an extended duration. The filters are a required step of the treatment process to help maintain the discharge limits required by the DNR. We have obtained 3 quotes for the replacement and installation of the components.

Quotes

Contractor	Cost
1. Enhanced Automation	\$75,300.00
2. Primex	\$77,715.00
3. Egan	\$79,900.00

Recommendation

Staff recommends to go with Enhanced Automation, the low bid at \$75,300, for the replacement and installation of the filter control panel components. We also request a 10% contingency for a total allocation of \$82,830. This total is below the \$85,800 approved in the 2020 budget.



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MEMORANDUM

To: Public Works Committee
From: Judith Neu, Village Engineer/Director of Public Works
Date: June 25, 2020
Re: Town of Lisbon Sanitary District – Jeanine Metering Station Recommendation

The Town of Lisbon Sanitary District contacted the Village back in 2017 and again in late 2019 because the flow meter at the Jeanine Metering Station did not appear to be reading correctly. Please see the complete history in the attached letter from Don Neitzel, Kunkel Engineering.

Both parties were actively and with due regard trying to fix the meter. The Sanitary District worked with L.W. Allen throughout this time period for calibration, testing, and replacement of components associated with the flow meter. There were numerous issues with broken components and adjustments needed to programming parameters that caused the meter to read spiking flows incorrectly and to incorrectly register high flow rates. The meter issues were finally resolved in late March, 2020. The flow meter appears to be reading correctly as of April, 2020. The Village will continue to monitor and track data.

Village and Kunkel Engineering Group representatives worked together to closely analyze the historical and present-day flow data collected and agreed upon corrected total flows for the months where the flow meter did not appear to be recording correctly.

Staff recommends that the Village reimburse the Town of Lisbon Sanitary District for the overbilling of the Jeanine Metering Station for the time period described and evaluated in the Kunkel Engineering Group letter dated June 12, 2020. The overall amount of the overbilling was \$435,294.37. However, the Sanitary District stopped paying invoices last November. Therefore, subtracting the unpaid invoices from November, 2019 through April, 2020 (\$219,344.49), the net amount due as of June 12, 2020 is \$215,949.88. The unpaid invoices for May, June and July 2020 should also be deducted from the net amount. We expect the final reimbursement to be about \$125,000.00.



107 Parallel Street
Beaver Dam, WI 53916
920-356-9447
kunkelengineering.com

June 12, 2020

Mr. Jeremy Smith, Village Administrator
Village of Sussex
N64 W23760 Main Street
Sussex, WI 53089

Re: Town of Lisbon Sanitary District

Dear Mr. Smith:

Based upon the Agreement dated August 9, 1989 between the Town of Lisbon Sanitary District and the Village of Sussex, a copy of which is attached for your ease of reference as Attachment A, the Village has agreed to treat sanitary sewage effluent transported to the Sussex Treatment Plant by the Sanitary District under the terms of this agreement. Further, the Village was required to then invoice the Sanitary District for treatment costs, based upon the actual flow. In early 2017, the monthly invoicing from the Village to Sanitary District for sewage flowing through the flow meter for the Jeanine Sewer System began to increase, resulting in large increases in the monthly invoices when compared to prior months. The Sanitary District engaged an engineering firm to assist the Sanitary District in determining the cause of the increase sewage flows being measured at the Jeanine flow meter. The engineering firm reported to the Sanitary District that the flow meter had been inspected, calibrated, and was providing adequate readings.

This caused the Sanitary District to investigate other possible sources of flow that could account for the increased amount of sewage treatment that the Village was invoicing to the Sanitary District. To determine the cause for the large increases in the volume of flow measured at the Jeanine Flow Meter, the Sanitary District had the sewers for the Jeanine service area televised. During televising, a damaged or broken sewer lateral was found and ultimately repaired. At the recommendation of the engineer, the Sanitary District also had several manholes repaired based on observations made during the televising of the sewer system. Despite the repairs to the broken lateral and the manholes, the high and erratic readings from the Jeanine flow meter continued.

In September of 2019, the Sanitary District contracted with Kunkel Engineering Group to again inspect the Jeanine sewer system and review the current flow information to try and determine what is causing the high flow readings. While inspecting manholes for infiltration/inflow, the amount (depth) of flow coming through sewer lines into and out of the manholes was also noted to try and determine areas where flows may be higher than what would be expected for the separate drainage basins of this system. Following this inspection of the Jeanine system, the amount of flow (depth) noted in the sewers at that the time of the inspections was then converted to an estimate gallons per minute which was then compared to what would be expected from each of the drainage basins for this system based upon averaged residential flows per household. In comparing this information, it was determined that the amount of flow noted during the inspections and the amount of flow estimated using average residential flows per household were in-line with each other, however both were well below the flows being registered and totaled by the permanent flow meter. Therefore, Kunkel Engineering Group recommended to the Sanitary District that they rent several portable flow meters in order to monitor the amount of flow coming through this system 24/7 and ultimately compare this information to the flows registered by the

permanent flow meter. The first area to be studied was the gravity system that flows into the Jeanine Lift Station. After a couple of weeks of flow data it was determined that the flows being registered by the temporary flow meter data appeared to be in-line with what would be expected from a residential service area of this size based upon calculated flows for this area that were generated by using estimated residential flows per household. The temporary flow meters were then moved north in December of 2019, with one being placed immediately upstream of the Jeanine flow meter and the other just north of Hamilton Court on Hamilton Drive. The flow data gathered from the temporary meter on Hamilton Drive again appeared to be within range for the sewer service area of this section of the system. The second temporary flow meter which was placed immediately upstream of the permanent flow meter had recorded both flow rates and flow totals that were much less than that being recorded by the permanent meter and that were more in-line with sewer flows expected for a residential service area like this.

At the recommendation of the engineer, the Sanitary District requested L.W Allen LLC of Madison, Wisconsin to once again calibrate and/or repair the permanent flow meter for the Jeanine sewer system to ensure it is operating properly. When contacted in December of 2019, Jon Schulz with LW Allen stated that he was familiar with the meter as they have both inspected and calibrated this meter in the past as part of an annual contract with the Sanitary District. LW Allen was on-site on January 6, 2020, along with a representative of Kunkel Engineering Group. During their inspection, and with knowing that the flows did not appear to be correct, they determined the transducer for the flow meter was bad and that they felt it had been for some time. They stated that even if the meter were calibrated correctly, it would still not read accurately. The Sanitary District approved LW Allen to replace the transducer, which was then replaced on January 20, 2020. While on-site replacing the transducer, LW Allen contacted me stating that they felt the transmitter was bad and would need to be replaced as well. The Sanitary District approved LW Allen to replace the transmitter, which was replaced on February 6, 2020. This calibration and replacement of the transducer and transmitter helped reduce the amount of flow being totaled by the permanent flow meter. However, flows were still higher (over double, sometimes triple) than that of the temporary flow meter.

Flows then began to creep up higher during the early part of March 2020. LW Allen was on-site on March 10, 2020 to investigate the erratic flows and high totals. During their inspection of the flow meter, they felt that all parameters were correct and found them to be accurate. However, they made adjustments to the filtering as they witnessed spikes in the flows when the Jeanine lift station was pumping. While this seemed to help, they still noticed some variance when high flows were encountered. They also noticed that the pulse relay was out, causing it to not have a normal duty cycle at one pulse equals 10 gallons. Flows remained high until LW Allen was back on-site on March 25, 2020, along with a representative of Kunkel Engineering Group. This time, flows were read while another person was in the vault conducting flow measurements and set up flow scenarios utilizing bricks to check the accuracy of the readings and the echo confidence at differing levels of flow. Based on these tests, everything appeared to be checking out good during normal flow conditions, but the meter still had a problem with higher flows where it was still reading way too high. Using this information, they again adjusted settings/parameters within the meter, correcting for this inaccuracy during high flows.

From March 26, 2020 thru April 27, 2020, flows read by the permanent flow meter were in check with those from the temporary flow meter, as well as being in-line with flows that would be expected from a residential sewer service area of this size. LW Allen was on-site on April 27 to check the flow meter, the totalizers, and the 4-20ma signal. During this site visit, LW Allen determined that the meter was operating and reading correctly. Through last week, the flows read and totaled by the permanent meter have remained in-line and in-check. The meter will again be inspected by LW Allen later this summer as part of the 6-month inspection

and calibration contract they have with the Sanitary District, which also includes the inspection of all telemetry equipment.

From the late fall of 2019 when we were hired by the Sanitary District, I have corresponded with Dennis Wolf, Assistant Director of Public Works for the Village of Sussex regarding the flow issues with the permanent meter, the locations of the Sanitary District's temporary flow meters, and the Sanitary District's work efforts with LW Allen to correct the matter. All of this leads to the recent conference calls between Dennis Wolf, Secret Strobl (Assistant Village Engineer for the Village of Sussex), and myself over the course of the last month to discuss the inaccurate flow readings and the resulting over invoicing caused by this. We reviewed the flow information from 2016 to present from the permanent meter, as well as the flow information from the temporary flow meter over the last few months. We then looked at these flows on a monthly basis for the years of 2016, 2017, 2018, 2019, through March of 2020, looking for months where flows recorded by the permanent flow meter were abnormally high of what would be expected and encountered in the past, which resulted in over billing to the District. The flows recorded and invoiced in 2016 were used as the baseline for our comparison for flows in 2017, 2018, 2019, and the few months of 2020. Dennis reviewed historic rain data for each month of each of these years and we then reviewed the flow total for each month, comparing it against the same month from 2016. Using this information, we agreed upon an adjusted monthly flow total for the months of March, April, May, and June in 2017; (all remaining months in 2017 we agreed were acceptable); May through December 2018 (January through April we agreed were acceptable); each month of 2019; and the first three months of 2020. This adjusted flow total for each of these months was then subtracted from the original flow total for the corresponding month to arrive at a difference which reflected the amount of flow that was overbilled to the Sanitary District for each of these months. This overbilled flow total for each month was then multiplied by the appropriate sewer billing rate for each year to arrive at an overall amount that was overbilled due to the flow meter issue. Based upon this format, both Secret and myself agreed that the overbilling for the year of 2017 = \$35,480.75; the year of 2018 = \$94,054.05; the year of 2019 = \$286,153.83; and the year of 2020 = \$19,605.74, which arrives at an overall amount of \$435,294.37 (see Attachment B). However, due to overbilling, the Town of Lisbon Sanitary District has not paid several invoices totaling \$219,344.49 per Attachment C. Subtracting the unpaid invoices from the total amount overbilled, the amount due to the Town of Lisbon Sanitary District is \$215,949.88.

Throughout this time, the Lisbon Sanitary District has worked diligently to address and remedy the high sewer flows being recorded, invoiced, and paid for the Jeanine Sewer System, by inspecting, televising, and making improvements to the system. Moving forward, the District will continue to have all flowmeters within the District inspected and calibrated twice a year as they have in the past through a contract with LW Allen, as well as keeping up with routine maintenance and inspection of the sewer system. Please find the email summary received from LW Allen for the work performed in 2020 as Attachment D. The Lisbon Sanitary District, like the Village of Sussex, would like to ensure that an issue like this does not happen again. I would like to thank both Dennis and Secret, as well as the Village of Sussex, for their cooperation in reviewing this matter and working toward resolving the overbilling that occurred from it. Should you have any questions or like to discuss, please feel free to give me a call at your convenience.

Sincerely,

KUNKEL ENGINEERING GROUP



Don Neitzel, General Manager

attachments

Attachment A

LSBNSANI 8/9/89

INTERMUNICIPAL AGREEMENT BETWEEN LISBON
SANITARY DISTRICT NO. 1 AND THE VILLAGE OF SUSSEX

This Agreement entered into this 9th day of August, 1989, by and between Lisbon Sanitary District No. 1, a municipal corporation created pursuant to Sec. 60.71, Wis. Stat., hereinafter called the "District," and, the Village of Sussex, a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter called the "Village."

WITNESSETH:

WHEREAS, the Village owns and operates a wastewater treatment facility which presently has the capacity for the treatment of wastewater originating in the District; and

WHEREAS, the District will own and operate a wastewater collection system and interceptor sewer located in the District, and the Village will own an interceptor extending from the Village limits to the District boundary; and

WHEREAS, The District has no wastewater treatment capabilities and has expressed a desire that the Village treat the wastewater originating in the District; and

WHEREAS, contrary to existing Village policy, the Village has agreed to accept and treat wastewater originating in the District without requiring annexation before extending sewer service; and

WHEREAS, the wastewater to be treated and disposed of by the Village from the District shall be only the type and nature presently being collected and treated by the Village; and

WHEREAS, wastewater of the District to be treated and disposed of by the Village originates from only residential uses, located within the boundaries of the District, which uses are hereinafter referred to as "users;" and

WHEREAS, the District has expressed willingness to enter into a contract for wastewater treatment pursuant to Sec. 66.30, Wis. Stat.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, IT IS AGREED by and between the parties to this Agreement as follows:

1. General Intent. It is the intent of the parties that the District construct a wastewater collection and interceptor sewer system within the boundaries of the District, and, that the Village construct an interceptor sewer from the boundary line of the Village to the District, which interceptor sewer shall connect with interceptor sewers within the Village boundaries, these activities being undertaken by the parties for the purpose of establishing a wastewater collection system to be used for collecting and transporting to the Village, wastewater collected from users located within the boundaries of the District, as approved by the Village in accordance with the terms of this Agreement, and, from other lands located within the Town of Lisbon which may be annexed to the Village subsequent to the execution of this Agreement.

2. Service Area and Capacity.

(a) The term "service area" shall mean those lands located within the District.

(b) The term "immediate service area" shall mean those lands within the District which are described more particularly on Exhibit "A" which is appended hereto and incorporated herein by reference.

(c) From and after completion of the wastewater collection and interceptor sewer system contemplated by this Agreement, the District shall be authorized to provide residential sewer connections to residential properties, both developed and undeveloped, in the immediate service area, provided however, that the total number of residential sewer connections shall not exceed four hundred ten (410) unless, and until, permission of the Village is obtained pursuant to subparagraph (d) of this Agreement.

(d) The District shall not be permitted to provide more than four hundred ten (410) sewer connections to residential properties, both developed and undeveloped, within the immediate service area, nor shall the District be authorized to extend the residential sewer connections to those portions of the District within the service area but outside of the immediate service area unless and until approval as to such extensions has been received from the Village. The Village shall review any such requests made by the District, and shall approve such requests provided that the approval will not have an adverse effect upon the then current users of the system who reside in the Village, and provided further, that the extension of such service is compatible with the reasonably anticipated future growth patterns

of the Village. Such request for approval of additional extensions shall not be unreasonably denied.

(e) Plans and specifications for the construction of any wastewater collection and interceptor sewer system within the District shall be submitted to the Village for review and approval prior to the commencement of any construction activity. Approval as to construction shall be given by the Village provided such plans and specifications are consistent with the terms of this Agreement and with the general operation of the wastewater treatment plant owned and operated by the Village.

3. Separate Collection Systems

(a) The District shall be responsible for the construction, operation and maintenance of the wastewater collection and interceptor sewer service located within District boundaries.

(b) The Village shall construct, operate and maintain the interceptor sewer system which shall connect the existing interceptor sewer system located within the Village boundaries to the interceptor sewer system which shall be constructed by the District and shall extend to the boundary line of the District.

(c) As to that portion of the interceptor sewer system located in the Township of Lisbon, and outside of the boundary of the District, no person shall be entitled to obtain sanitary sewer service by connection to the interceptor sewer system without first annexing his or her property to the Village of Sussex.

4. District Meters.

(a) As part of the District wastewater collection system, the District shall install necessary measuring devices or

meters approved by the Village, which accurately measure the total volume of wastewater which is collected within the District and transmitted to the Village. Measuring devices or meters shall be located so that all wastewater transmitted to the Village by the District shall pass through such measuring devices. The meters shall be at a location mutually agreeable to both parties. The District's measuring device or meter shall measure in quantities of gallons per minute and shall be calibrated every four (4) months. Adjustments to the meters will be made if needed. The Village shall have the devices or meters calibrated with the cost for calibration and adjustment being paid by the District. The Village shall provide documentation of such calibration to the District upon request.

The meters shall be purchased and installed by the District, and all costs of maintenance and operation of the metering equipment shall be paid for by the District.

(b) The recording equipment, telemetering equipment, data logging and alarm equipment shall be furnished and installed by the Village. All costs for this equipment and installation shall be billed to and paid by the District, including operation and maintenance costs and utility costs.

5. Review of Costs. All reasonable legal and professional costs incurred by the Village incident to the review and approval of plans and specifications provided the Village incident to the construction, operation and maintenance of any wastewater collection and interceptor sewer system located within

District boundaries shall be reimbursed the Village by the District. An itemized statement setting forth all such costs shall be provided to the District on a timely basis after such costs are incurred, and the District shall thereafter reimburse to the Village such costs within thirty (30) days of the receipt of such billings.

6. Sewer User Ordinances.

(a) The District agrees to comply with all terms and conditions of the Sewer Use Ordinance which has been heretofore adopted by the Village, as well as all amendments enacted thereto subsequent to the execution of this Agreement, provided that such terms and conditions are legal and not inconsistent with the terms of this Agreement.

(b) The District shall, as soon as practical, adopt a sewer use ordinance in substantial conformity with the Sewer Use Ordinance heretofore adopted by the Village, and shall from time to time, as required by this Agreement, amend the District's sewer use ordinance so that the ordinances remain in substantial conformity.

7. Sewage Treatment Rates.

(a) The rate for treatment of wastewater collected by the District and transported to the Village shall be calculated as follows:

(1) The cost of treatment shall be computed by the Village, such costs being determined by computing the actual costs and expenses incurred by the Village related to the sewerage system. This cost shall be calculated as a billable rate per thousand gallons, and shall be referred to as the base rate per thousand gallons of total billable flow.

(2) From the cost calculated pursuant to the provisions of subparagraph (a)(1), there shall be deducted a sum equal to all costs, charges and expenses, including depreciation expenses, which are attributable to the costs of constructing, operating and maintaining the Village's waste water treatment collector system. This cost shall be calculated as a billable rate per thousand gallons, and shall be referred to as the adjusted rate per thousand gallons of actual billable flow.

(3) The adjusted rate per thousand gallons of metered sewage flow shall be multiplied by 1.1, and the resulting product of this calculation shall represent the actual billable rate per thousand gallons to be charged by the Village to the District.

In establishing this rate, the parties have taken into account and consideration indirect costs of operation, maintenance, repair, debt retirement and administration expenses of the Village wastewater treatment and interceptor systems, which expenses may not, in all instances, be accurately reflected in the base billable rate per thousand gallons of metered sewage flow.

This rate also takes into account both tangible and intangible factors, including the desire of the parties to protect the area groundwater, preserve water resources, the continued improvement of the environment in the Lisbon/Sussex area, and the general concerns of public health, safety and welfare.

(b) Computation of charges to the District shall be based upon measurement of wastewater flow; that is, the charges shall be calculated by multiplying the adjusted billable rate per thousand gallons by the volume of wastewater flow as determined by the monthly meter readings.

(c) The Village shall bill the District monthly for the sewage treatment costs incurred by the District under the terms of this Agreement. The District shall remit to the Village, within thirty (30) days of the receipt of such invoices, all sums due and owing by the terms of the invoice. Any amounts not so paid within thirty (30) days shall be considered delinquent, and shall be subject to the same penalties, charges and assessments as levied against any delinquent account under the terms of the Village Sewer Use Ordinance. In the event the District is delinquent with respect to payment of any invoice as to these costs, the Village reserves the right to withhold approval of any further or additional sewer connections until such delinquency is brought current.

In the event the District disputes any invoice submitted to the District by the Village, the District shall advise the Village in writing of the nature of the dispute, the amount of any invoice which is disputed and the reason that such item or items are disputed. Nonetheless, the existence of a dispute shall not relieve the District of its obligation to pay the invoice in a timely manner as provided herein. In the event it is determined by the Village, or by any arbitrator or court of competent jurisdiction, that amounts paid by the District to the Village under protest should be refunded the District, the Village shall promptly refund such amounts to the District, together with interest thereon at the rate of eight (8%) percent per annum from the date of payment by the District to the Village

and continuing through the date such funds are returned by the Village to the District.

8. Interceptor Costs. Both parties shall share in the cost associated with the design and construction of that portion of the interceptor which extend from the existing interceptor in the Village to the two (2) connection points of the District.

The proportionate share of each party's cost shall be determined by calculating the total project cost, and deducting from such costs, a sum equal to all grants in aid received by either party from the State of Wisconsin, Department of Natural Resources, which grants in aid are intended to defer all or a portion of such costs.

The sum remaining after deducting grant in aids shall be split equally by both parties, with each party assuming a fifty (50%) percent share of the remaining costs.

It is the understanding of the parties that the Village will be responsible for entering into contracts for the construction of the interceptor sewer system. As payments to the contractor for construction of the interceptor are made, the Village shall bill the District for their share of the cost and the District shall remit to the Village within thirty (30) days of the receipt of such invoices all sums due and owing by the terms of the invoice.

The Village shall undertake the construction of the system so as to coincide with the construction of the collector system within the District as it will be completed and available for use at the same time as the wastewater collection system is

completed by the District. It is anticipated that service will be available by June 1, 1990, provided however, that the parties may, by mutual agreement, defer construction of the systems and thereby defer the anticipated date of service.

9. Treatment Plant Expansion or Discontinuance.

(a) It is the understanding of the parties that the permit issued by the State of Wisconsin, Department of Natural Resources, authorizing the operation of the Village wastewater treatment facility shall expire in 1995, and that thereafter use of the facility may be discontinued. The parties shall use their best efforts to seek approval for continued use of the plant after the current permit expiration date, and shall undertake all reasonable efforts to seek designation of the wastewater treatment plant as a regional treatment facility.

In the event the Village is required or permitted to increase the capacity of the treatment facility or interceptors, irrespective of whether such permission is granted because the wastewater treatment facility is designated as a regional treatment plant, or for any other reason, all costs and expenses so incurred shall be paid for by the Village. It is the understanding of the parties that, to the extent such costs may be incurred by the Village, the base billable rate per thousand gallons and the adjusted billable rate per thousand gallons may be modified from time to time. However, any such modification shall be calculated in accordance with the formula set forth in paragraph 7(a) of this Agreement. In all events, the base billable rate per thousand gallons shall be the same as to all

users of the wastewater treatment system, irrespective of whether those users are residents of the District or the Village.

(b) Although it is the desire of the parties that the Village wastewater treatment facility obtain designation as a regional treatment facility, in the event such designation is not obtained, and in the further event the parties are required to construct a further interceptor system from the existing wastewater treatment plant to an interceptor and/or treatment plant serving the City of Brookfield, or to such other designation as may be required by the State of Wisconsin, Department of Natural Resources. Both parties, by this Agreement, agree to participate in the cost of designing, constructing, operating and maintaining the interceptor and the City of Brookfield's existing and future wastewater treatment facility.

Insofar as the obligation to construct such additional interceptor systems, and as to the obligation of participating in the cost of acquiring the existing City of Brookfield wastewater treatment facility, or any future City of Brookfield wastewater treatment facility is speculative; and, insofar as the parties are unable to reasonably determine all foreseeable events which would require construction of the system and wastewater treatment facility; and, insofar as the parties are unable to determine which other entities or municipalities would participate in the cost of constructing, designing, operating and maintaining the interceptor system and the City of Brookfield wastewater treatment facility, the parties agree, as a minimum, to pay for their prorata share of such costs, but make no specific agreement

as to the formula by which such costs should be prorated as to the Village and/or District.

10. Reserve Capacity Assessment. It is understood by the parties that, pursuant to the terms of the Village Sewer Use Ordinance, a 1989 reserve capacity assessment of One Thousand Seven Hundred and 00/100 (\$1,700.00) Dollars per residential equivalent user is required.

A reserve capacity assessment in this amount, or such other amount as may be required under the terms of the Village Sewer Use Ordinance, as the same shall be amended from time to time, will be required of all residential equivalent users who connect to the wastewater collection and interceptor sewer system constructed by the District, and that such sum shall be paid by the District to the Village within thirty (30) days of issuance of a plumbing permit authorizing connection of the individual residential properties to the sanitary sewer system.

It is understood by the parties that the reserve capacity assessment currently increases at a rate of Seventy-five and 00/100 (\$75.00) Dollars per year, but that this sum may vary from time to time in accordance with the terms of the Village Sewer User Ordinance.

A fee in this amount shall be required of all users who connect to the wastewater collection and interceptor sewer system constructed by the District within the boundaries of the District, and shall be paid by the District to the Village within thirty (30) days of issuance of a plumbing permit authorizing

connection of the individual residential properties to the sanitary sewer system.

The Village shall use all reserve capacity assessments paid by the District solely and exclusively for the purpose of reducing existing capital debt, or for capital expenditures incident to maintaining and upgrading its current wastewater treatment facility and interceptor systems.

11. Maintenance and Repairs. All costs incident to constructing, repairing, operating and maintaining the wastewater collection and sanitary sewer interceptor system to be constructed within the District boundaries shall remain the responsibility of the District, and the Village shall in no event be responsible for payment of such costs and expenses, unless otherwise specifically provided herein.

12. Term of Contract; Remedies.

(a) This contract shall be automatically renewed for three (3) year periods commencing on the 1st day of January, 1992 and on January 1 of each three (3) year increment thereafter, unless the contract is terminated by mutual agreement.

(b) In addition to the penalties provided herein, and in the event of violation of the terms of this agreement or of any rule and regulation of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency, or other authority having legal jurisdiction in these matters, either party may sue in any court of record for declaratory judgment or other relief as may be provided by law.

(c) This agreement premised upon the understanding of the parties that the State of Wisconsin (Department of Natural Resources) has approved two (2) grants to provide financial assistance to the parties incident to the construction of the sanitary sewer interceptors referred to in this agreement. As a condition of obtaining these grant monies the District has agreed to provide sanitary sewer service to not less than three hundred (300) residences within a period of five (5) years following receipt of these grant monies. In the event the District does not provide the sanitary sewer service pursuant to its commitment to the Department of Natural Resources, and in the further event the Village is required to reimburse the Department of Natural Resources any grant monies as a result of the District's actions, then in those events, the District shall reimburse the Village an amount equal to the grant monies actually reimbursed the Department of Natural Resources.

13. Effect of Agreement. The Village and District recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between the Village and other entities.

14. Severability. If any clause, provision, or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

15. Notices. All notices required or permitted by this Agreement shall be deemed given if made in writing and deposited in the United States mails, addressed as follows:

Lisbon Sanitary District No. 1
W234 N8676 Woodside Road
Sussex, WI 53089

Village of Sussex
N63 W23626 Silver Spring Drive
Sussex, WI 53089

16. Entire Agreement. This Agreement contains the entire agreement of the parties, and may not be modified unless such a modification is in writing, approved by the governing body of each party, and duly executed by the authorized representative of each party.

17. Previous Agreement. To the extent the parties have previously agreed upon any matter which is the subject of this Agreement, this Agreement shall supersede all previous agreements between the parties as to that issue or issues.

18. Accounting Methods. To the extent any provision of this Agreement requires calculations involving accounting principles, those generally accepted accounting principles and practices utilized in maintenance of municipal and utility records, as determined by a certified public accounting firm shall be utilized.

Signed by the Town of Lisbon Sanitary District No. 1
this 9th day of August, 1989.

LISBON SANITARY DISTRICT NO. 1

By: James D. Hediger
James Hediger, Chairman

James L. Vincent
James Vincent

R. Beckman
Richard Beckman

Signed by the Village of Sussex this 24th day of
August, 1989.

VILLAGE OF SUSSEX

By: Paul Fleischmann
Paul Fleischmann, President

Attest: David Anderson
David Anderson, Clerk

Attachment B

Jeanline Metering Station 2017
All Flows Listed As Kgals

Date	January	Precip	February	Precip	March	Precip	April	Precip	May	Precip	June	Precip	July	Precip	August	Precip	September	Precip	October	Precip	November	Precip	December	Precip
1	35		37		68	0.18	136		267		99		82		33		19		31		53		25	
2	39	0.02	35	0.02	68	0.25	158		141		97		76	0.18	35		24		24		30	0.29	28	
3	36		31		64		179	0.15	105		126		63	0.28	44		22	0.14	35		33	0.01	42	
4	32		40		70		259	0.71	93	0.58	235	0.58	63		39	0.17	31		34	0.01	39	0.04	25	0.07
5	30		39		88		214	0.12	78		183		57		42		23		27		53	0.15	27	0.03
6	26		33		71		188	0.44	76		116		57		33		23		31	0.25	27		28	
7	32	0.09	35	0.09	75	0.22	172		79		116		51	0.01	28	0.15	25	0.02	53	0.08	26		34	
8	33	0.06	32	0.06	77		217		63		111		50	0.08	27		19	0.23	55	0.13	42		36	0.04
9	25		31		69		219		66		102		53		28		27		38		78		33	0.02
10	37		30		59		239		145		109		53	0.45	31		28		51		58		36	
11	35		33		66		231	0.66	135		107		49	0.02	29	0.13	55		32	1.19	50	0.01	27	0.01
12	31	0.01	37	0.01	67		200		83		91		69	0.73	27		68		27	0.16	38	0.01	27	
13	29		30		52	0.35	203	0.24	140	0.03	75	0.03	47	0.95	29		58		59		41	0.11	24	0.07
14	33		28		52	0.42	157	0.01	86		89		41		25		57		90	0.44	47		26	
15	36		28		51	0.01	151	0.11	179	0.05	85	0.05	42		26		41		86	0.8	25		30	0.01
16	39		27		52		171	0.83	203		91		49	0.01	32		53		78		23	0.32	35	
17	44		26		60	0.2	186		106	0.43	83	0.43	37		36	0.31	32		67		28		35	
18	39		30		71	0.01	131		168	0.44	98	0.44	33		24	0.01	26		94		35	0.27	28	
19	41		34		61		144		214		98		31		24		34		124		38	0.16	30	
20	46		30		74		127	0.6	182	0.11	74	0.11	33	0.53	28		47		98		42		30	
21	51	0.07	30	0.07	67		143		157	0.22	72	0.22	36	0.02	24		33		76		37		25	
22	44		34		70		163		238		91		37	0.4	22		21		106		33		22	
23	43		39		67		162		211	1.47	103	1.47	36		23		26		47	0.59	48		31	
24	44	1.18	57	1.18	60	0.16	108		222		113		32	0.01	24		31		99	0.2	33		34	0.11
25	45	0.05	61	0.05	66	0.04	64		300		116		30		24		25		101	0.2	37		43	
26	49		86		95	0.19	120		279	0.02	85	0.02	58		26		26		102		52		45	
27	40		73		75	0.64	134	0.74	210		57		57	0.02	31		26	0.45	43		37		36	
28	44		70	0.2	67		127	0.06	107		120		48		26	0.52	24		34	0.02	26		29	0.01
29	48		74		74		165		111		121	1.86	45		27		20		22		26		34	0.02
30	40		158		158	0.6	218	0.54	97	1.86	86		42		25	0.24	26		100		23		48	
31	38	0.2	143	0.62	143	0.62	92		92		33		25		25	0.04	25		25	0.02	25		43	
Minimum	25		26		51		64		63		57		30		22		19		22		23		22	
Maximum	51		86		158		259		300		235		82		44		68		124		78		48	
Total	1,184		1,096		2,257		5,086		4,633		3,149		1,490		897		970		1,889		1,158		996	
Average	38		39		73		170		149		105		48		29		32		61		39		32	

New Value	Same	Same	1,900	1,900	1,700	950	Same	Same	Same	Same	Same	Same	Same	Same	Same	Same	Same	Same	Same	Same	Same	Same	Same	Same
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Calculated Difference Between Total and New Value				357	3,186	2,933	2,199																	
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Calculated Cost of the Differences				\$1,460.13	\$13,030.74	\$11,995.97	\$8,993.91																	
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2017 Total
\$35,480.75

Jeanine Metering Station 2018
All Flows Listed As Kgals

Date	January	Precip	February	Precip	March	Precip	April	Precip	May	Precip	June	Precip	July	Precip	August	Precip	September	Precip	October	Precip	November	Precip	December	Precip
1	49		52		74		45		82		78		254		225		78		109		122		73	
2	38		69		64		56		54		103		282	0.16	95	1.05	101	0.4	109	1.85	119	1.85	92	1.05
3	42		74		80		74		54	0.87	96	0.28	286		119		124	0.65	106		126		134	0.27
4	42		130	0.22	66		84		55	0.36	64		235		110		101	0.53	89	0.03	132	0.03	148	
5	32		92	0.02	49		31		53		74	0.21	265	0.07	113		117		106		137		111	
6	45		70	0.3	71	0.16	25		55	0.01	102		231		100		127	1.28	131	1.32	125	1.32	95	
7	66		96	0.07	49	0.02	38		45		63		272		115		97		125	0.06	106	0.06	101	
8	93		41		64		36		42		57		199		111		88		109	0.18	110	0.18	107	
9	93		63	0.28	54		25		50		82	0.36	146		105		96		104		103		110	
10	68		68	0.02	53		29		46	0.78	135	0.22	185		117		94		103	0.03	109	0.03	94	
11	64		68	0.28	82		38		67	0.08	106	0.23	227		123		102		96	0.38	105	0.38	134	
12	28	0.07	47	0.06	105		50		73	1.32	97		201		119		110		90		96		94	
13	37		45		72		38		77	1.08	192		172	0.05	36	0.03	126		105		89		130	0.03
14	39		56		62		95	0.56	70	0.77	181		181		184	0.05	184		110		80		156	
15	63	0.1	40		75		65	0.7	64	0.05	147		313		117		110		91		81	0.02	214	
16	96	0.16	21		45		68	0.53	59		240	0.63	335		116		152		104		80		247	
17	89	0.02	33		67		91	0.02	59		180		261		86		169		92		77		278	
18	70		40	0.01	128		83		113		183		322	0.83	113		175		111		80		287	
19	29		77		109		110	0.43	70	0.15	169	1.65	318	1.62	60		118	0.08	110		77		209	
20	55		123	1.13	64		125		55	0.01	117	0.57	274	0.01	83	0.03	113	1.8	87	0.01	114	0.01	162	0.03
21	64		59	0.57	43		136		85	0.27	87	0.05	247	0.04	72	0.04	105	0.37	96		77		238	0.04
22	97	0.08	49		41		135		103	0.54	87	0.05	251		73		105		83		77		279	
23	47	1.15	81	0.06	30		122		98		81	0.01	204		61		97		63		56		224	
24	34		115	0.01	76		104		112		89		223		56		79		69		121		206	
25	45		106	0.25	57		66		127		75		207		72	0.01	88	0.01	77		137		251	0.01
26	70		91		89		56		129		102		238		98		74	0.14	100		82		177	
27	46		93		111	0.34	60		110		136	1.36	222		83		70		102		36		140	
28	48		98		63		71	0.18	104		139		237		108	0.42	71		112	0.1	29	0.1	116	0.42
29	48	0.03			73	0.02	76		64		171		221		99	0.05	88		97		117	0.02	234	0.05
30	51				68		87		70		205		235		99		92	0.63	110	0.02	101	0.28	334	
31	56				58				88	0.2			201		99				120	0.28			311	
Minimum	28		21		30		25		42		57		146		36		70		63		29		73	
Maximum	97		130		128		136		129		240		335		225		175		131		137		334	
Total	1,744		1,997		2,142.00		2,119		2,333		3,638		7,445		3,167		3,177		3,122		2,917		5,486	
Average	56		71		69		71		75		121		240		102		106		101		97		177	

New Value	Same		Same		Same		Same		1,700		950		1,500		1,000		1,000		1,200		850		850	
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Calculated Difference Between Total and New Value									633		2,688		5,945		2,167		2,177		1,922		2,067		4,636		2018 TOTAL
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Calculated Cost of the Differences									\$2,677.59		\$11,370.24		\$25,147.35		\$9,166.41		\$9,208.71		\$8,130.06		\$8,743.41		\$19,610.28		\$94,054.05
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Jeanine Metering Station 2019
All Flows Listed As Kgals

Date	January	Precip	February	Precip	March	Precip	April	Precip	May	Precip	June	Precip	July	Precip	August	Precip	September	Precip	October	Precip	November	Precip	December	Precip
1	316	0.51	232		262		420		151	0.69	118		35	0.23	100		24		162		292	0.2	303	0.62
2	295		348		280	0.06	400		143	0.03	288	0.46	39		101		27		110	2.37	220	0.03	289	0.08
3	291		366		189		414	0.02	171	0.34	221		28	0.3	90		19		177	0.35	285	0.02	313	
4	287		260	0.01	123		426		171		206		29		90	0.02	17		104		268	0.17	352	
5	302		139	0.07	116	0.01	403		144		236	0.19	89		74	0.02	19		155		306		309	
6	315		238	0.49	116		396		112	0.17	198		96	0.01	105	0.69	17		231	0.19	346	0.04	401	
7	309	0.01	364	0.1	114		433		111	0.04	170		73	0.02	116		21		230		110	0.25	415	
8	332	0.67	334	0.4	108		403	0.31	92		171		62		85	0.47	34		240		154		347	
9	350		272		201		275		162	1.12	169	0.15	49		69		49		188		163		330	0.04
10	377		271		180	0.79	396		127		166	0.05	63		93		132	0.35	171		219		279	
11	407		300	0.07	123		452	0.36	166		246		85		187	0.07	25	0.55	196	0.5	343	0.12	264	
12	416		348	0.66	205		215	0.3	151		331	0.02	66		137		67	1.47	184	0.47	291	0.05	235	
13	398		328	0.25	400	0.16	46		155		341	1.4	116		80		105		258		372		264	
14	382		379		460	0.21	99		97		199		183		72	0.01	172		266		360	0.04	272	
15	340		320		464	0.12	367	0.17	50		259		147		182	0.3	223		347		388		326	
16	293		353		467	0.01	387	0.04	155		266	0.08	147		156		166		304	0.01	160		309	
17	270		343		457		325	0.01	200	0.36	217	0.03	175		78		58		313		186		341	
18	335		296	0.34	460		267		251	0.58	165		57	0.01	43		95		218		157	0.04	406	
19	349	0.45	329		444		269	0.03	245	0.17	197	0.12	70	0.79	183	0.25	143		195		146		431	
20	336	0.07	312	0.01	439		251		267	0.11	208	0.33	53	1.26	65		136		276		140		345	
21	374		312	0.13	443	0.17	313		210		159		55	0.78	92		175		313		113	0.26	396	
22	218	0.01	325		446		345		133	0.56	82		72		137		73	0.27	208	0.13	95	0.09	341	
23	159	0.39	296		420		401	0.7	198	1.42	93		68		82		38	0.27	248	0.01	129		375	
24	151	0.12	311	0.75	432		351		103	0.09	157	0.01	51		88		82		230	0.29	134		410	
25	161		289		378		211		204	0.44	123	0.55	54		91		75		199		86		417	
26	383		255		373		86	0.32	311	0.12	129	0.12	75		39		97		269		108		430	
27	408	0.01	284	0.04	361		106		278		67		87		33	1.67	93		160	1.6	117	0.5	447	
28	396	0.31	218	0.01	346	0.04	111	0.19	374	0.5	63	0.32	83		32	0.02	104	0.3	282		160	0.01	446	
29	368	0.18			428		94	0.08	382		53	0.36	113		31		152	0.75	217	0.16	236		382	1.13
30	359				442		103	0.44	281	0.05	45		73		27		157		155		308		447	0.49
31	280				449				237	0.03			49		25				265	0.23			443	
Minimum	151		139		108		46		50		45		28		25		17		104		86		235	
Maximum	416		379		467		452		382		341		183		187		223		347		388		447	
Total	9,957		8,422		10,126		8,765		5,832		5,343		2,442		8,765		2,595		6,871		6,392		11,065	
Average	321		301		327		292		188		178		79		90		87		222		213		357	
New Value	1,000		750		2,000		2,000		1,700		950		1,200		950		950		1,000		850		850	14,200
Calculated Difference Between Total and New Value	8,957		7,672		8,126		6,765		4,132		4,393		1,242		1,833		1,645		5,871		5,542		10,215	
Calculated Cost of the Differences	\$38,604.67		\$33,066.32		\$35,023.06		\$29,157.15		\$17,808.92		\$18,933.83		\$5,353.02		\$7,900.23		\$7,089.95		\$25,304.01		\$23,886.02		\$44,026.65	\$286,153.83

Jeanine Metering Station 2020
All Flows Listed As Kgals

Date	January	Precip	February	Precip	March	Precip	April	Precip	May	Precip	June	Precip	July	Precip	August	Precip	September	Precip	October	Precip	November	Precip	December	Precip
1	440		56		45																			
2	402		80		37																			
3	402		65		43																			
4	434		71		50	0.01																		
5	422		75		45																			
6	69		46		43																			
7	24		37		59																			
8	21		39		59																			
9	22		38		84																			
10	25	0.06	32	0.34	154	0.93																		
11	37	0.56	29		159	0.05																		
12	42	0.15	31		152																			
13	31	0.08	25	0.08	119	0.06																		
14	27		24		128																			
15	26		32		120																			
16	21	0.01	34		107																			
17	20		32		103																			
18	28	0.51	29	0.44	105																			
19	33	0.07	30		151	0.02																		
20	71		31		185	0.95																		
21	62		24		196																			
22	64		39		153																			
23	64	0.06	39		125																			
24	61	0.22	37		111																			
25	75	0.3	35		59																			
26	79	0.04	35	0.01	32																			
27	58		30		35																			
28	57		27		100																			
29	51		33		118																			
30	47				80																			
31	42				67																			
Minimum	20		24		32		0		0		0		0		0		0		0		0		0	
Maximum	440		80		196		0		0		0		0		0		0		0		0		0	
Total	3,257		1,135		3024		0		0		0		0		0		0		0		0		0	
Average	105		39		98		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	

New Value	1,000	750	1,200
Temp. Meter	735	660	-

Jan. Average of 26 days = 43
Total with new average entered = 1,335

Calculated Difference Between Total and New Value	2,257	385	1,824
---	-------	-----	-------

Calculated Cost of the Differences	\$9,908.23	\$1,690.15	\$8,007.36
------------------------------------	------------	------------	------------

2020 TOTAL

\$19,605.74

Attachment C



Village of Sussex
N64W23760 Main St
Sussex, WI 53089

Phone: 262-246-5200
Fax: 262-246-5222

STATEMENT

Page Number: 1

Lisbon Sanitary District
P.O. Box 278
Menomonee Fall, WI 53051

Current Outstanding Invoices 6/9/20

Statement Date: 6/9/2020

Account Number: 17

Date	Invoice#	Reference/Comments	Total Amount	Paid Amount	Balance Due	C
12/10/2019	5011	Invoice	43,908.65	0.00	43,908.65	
12/10/2019	5012	Invoice	382.96	0.00	382.96	
01/14/2020	5063	Invoice	66,674.42	0.00	66,674.42	
02/11/2020	5117	Invoice	29,379.32	0.00	29,379.32	
02/11/2020	5118	Invoice	418.27	0.00	418.27	
03/30/2020	5191	Invoice	17,628.57	0.00	17,628.57	
04/24/2020	5217	Invoice	32,336.73	0.00	32,336.73	
05/18/2020	5254	Invoice	28,615.57	0.00	28,615.57	
*** Account Totals:			\$219,344.49	\$0.00	\$219,344.49	

We will add late charges on invoices more than 30 days overdue.

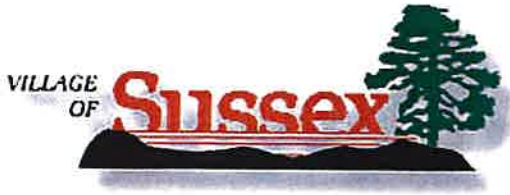
If this invoice remains unpaid, it will be placed upon the next tax roll as a special assessment.

Account Status:
Current: 28,615.57

31-60: 32,336.73

61-90: 17,628.57

Over 90: 140,763.62



Village of Sussex
 N64W23760 Main St
 Sussex, WI 53089

Phone: 262-246-5200
 Fax: 262-246-5222

INVOICE

5011

Lisbon Sanitary District
 P.O. Box 278
 Menomonee Fall, WI 53051

Date: 12/10/2019 *Notes* Number: 5011 Account Number: 17
 Payment Terms: Net 30 Days *6,419 per original spreadsheet. Revision to overbilling
 Reference: November 2019 spreadsheet to match invoice 5011.

Product#	Rate/Quan.	Product Description / Comments	Unit Price	T	Extended Price
JF100	* 6,392.00	PLU-84.1 Jeanine Flow Totals	4.31		27,549.52
PF100	1,520.00	PLU-84.1 Plainview Flow Totals	4.31		6,551.20
WS100	2,190.00	PLU-84.1 Willow Springs Flow	3.62		7,927.80
HHSF160	209.0	PLU-84.1 Hamilton Flow Totals	3.62		756.58
HHSF160	19.1	PLU-84.1 Hamilton Fine Arts	3.62		69.14
HHSF160	186.667	PLU-84.1 Hamilton-Templeton	3.62		675.73
HHSF160	66.8	PLU-84.1 Silver Spring Inter	3.62		241.82
SUT100	2.0	PLU-84.2 Sewer Utility Truck 11/2/19-11/15/19	40.00		80.00
SUT100	2.0	PLU-84.2 Sewer Utility Truck 11/16/19-11/29/19	40.00		80.00
PW160	4.0	PLU-84.2 Public Works Employee 11/2/19-11/15/19	56.37		225.48
PW160	4.0	PLU-84.2 Public Works Employee 11/16/19-11/29/19	56.37		225.48
WCC100	110.00	PLU-84.1 Woodland Creek Credit	-4.31	N	-474.10

Total: \$43,908.65
 Grand Total: \$43,908.65
 Balance Due: \$43,908.65

Paid Amount: \$0.00

We will add late charges on invoices more than 30 days overdue.

If this invoice remains unpaid, it will be placed upon the next tax roll as a special assessment.

Total Account Balance: 219,344.49

Current: 28,615.57

31-60: 32,336.73

61-90: 17,628.57

Over 90: 140,763.62



Village of Sussex
 N64W23760 Main St
 Sussex, WI 53089

Phone: 262-246-5200
 Fax: 262-246-5222

INVOICE

5012

Lisbon Sanitary District
 P.O. Box 278
 Menomonee Fall, WI 53051

Date: 12/10/2019
 Payment Terms: Net 30 Days
 Reference: Richmond School/Firehouse

Number: 5012

Account Number: 17

Product#	Rate/Quan.	Product Description / Comments	Unit Price	T	Extended Price
RS100	66.00	PLU-84.1 Richmond S Flow Totals	4.98		328.68
LF100	10.9	PLU-84.1 LSBT Fire Flow Totals	4.98	N	54.28

Paid Amount: \$0.00	Total:	\$382.96
	Grand Total:	\$382.96
	Balance Due:	\$382.96

We will add late charges on invoices more than 30 days overdue.

If this invoice remains unpaid, it will be placed upon the next tax roll as a special assessment.

Total Account Balance: 219,344.49

Current: 28,615.57

31-60: 32,336.73

61-90: 17,628.57

Over 90: 140,763.62



Village of Sussex
 N64W23760 Main St
 Sussex, WI 53089

Phone: 262-246-5200
 Fax: 262-246-5222

INVOICE

5063

Lisbon Sanitary District
 P.O. Box 278
 Menomonee Fall, WI 53051

Date: 01/14/2020

Number: 5063

Account Number: 17

Payment Terms: Net 30 Days

Reference: December 2019

Product#	Rate/Quan.	Product Description / Comments	Unit Price	T	Extended Price
JF100	✓ 11,065.00	PLU-84.1 Jeanine Flow Totals	4.31		47,690.15
PF100	1,628.00	PLU-84.1 Plainview Flow Totals	4.31		7,016.68
WS100	2,793.00	PLU-84.1 Willow Springs Flow	3.62		10,110.66
HHSF160	208.9	PLU-84.1 Hamilton Flow Totals	3.62		756.22
HHSF160	24.2	PLU-84.1 Hamilton Fine Arts	3.62		87.60
HHSF160	188.667	PLU-84.1 Hamilton-Templeton	3.62		682.97
HHSF160	53.9	PLU-84.1 Silver Spring Inter	3.62		195.12
SUT100	2.0	PLU-84.2 Sewer Utility Truck 11/30/19-12/13/19	40.00		80.00
SUT100	3.0	PLU-84.2 Sewer Utility Truck 12/14/19-12/27/19	40.00		120.00
PW160	3.0	PLU-84.2 Public Works Employee 11/30/19-12/13/19	56.37		169.11
PW160	3.0	PLU-84.2 Public Works Employee 12/14/19-12/27/19	56.37		169.11
WE100	1.00	PLU-84.1 Wisconsin Electric 10/27/19-11/25/19	29.68		29.68
WE100	1.00	PLU-84.1 Wisconsin Electric 11/25/19-1/1/20	37.77		37.77
WCC100	109.2	PLU-84.1 Woodland Creek Credit	-4.31		-470.65

Total: \$66,674.42
 Grand Total: \$66,674.42
 Balance Due: \$66,674.42

Paid Amount: \$0.00

We will add late charges on invoices more than 30 days overdue.

If this invoice remains unpaid, it will be placed upon the next tax roll as a special assessment.

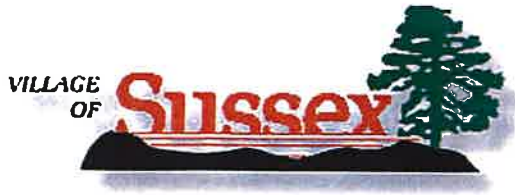
Total Account Balance: 219,344.49

Current: 28,615.57

31-60: 32,336.73

61-90: 17,628.57

Over 90: 140,763.62



Village of Sussex
 N64W23760 Main St
 Sussex, WI 53089

Phone: 262-246-5200
 Fax: 262-246-5222

INVOICE

5117

Lisbon Sanitary District
 P.O. Box 278
 Menomonee Fall, WI 53051

Date: 02/11/2020

Number: 5117

Account Number: 17

Payment Terms: Net 30 Days

Reference: January 2020

Product#	Rate/Quan.	Product Description / Comments	Unit Price	T	Extended Price
JF100	✓ 3,257.00	PLU-84.1 Jeanine Flow Totals	4.39		14,298.23
PF100	1,546.00	PLU-84.1 Plainview Flow Totals	4.39		6,786.94
WS100	1,714.00	PLU-84.1 Willow Springs Flow	3.69		6,324.66
HHSF160	205.8	PLU-84.1 Hamilton Flow Totals	3.69		759.40
HHSF160	1.4	PLU-84.1 Hamilton Fine Arts	3.69		5.17
HHSF160	188.667	PLU-84.1 Hamilton-Templeton	3.69		696.18
HHSF160	53.2	PLU-84.1 Silver Spring Inter	3.69		196.31
CM160	81.26	PLU-84.1 Casey's Market	3.69	N	299.85
SUT100	2.0	PLU-84.2 Sewer Utility Truck 12/28/20-1/10/20	40.00		80.00
SUT100	2.0	PLU-84.2 Sewer Utility Truck 1/11/20-1/24/20	40.00		80.00
PW160	2.0	PLU-84.2 Public Works Employee 12/28/19-1/10/20	58.21		116.42
PW160	3.0	PLU-84.2 Public Works Employee 1/11/20-1/24/20	58.21		174.63
WE100	1.00	PLU-84.1 Wisconsin Electric 1/1/20-1/30/20	29.50		29.50
WCC100	106.6	PLU-84.1 Woodland Creek Credit	-4.39	N	-467.97

Total: \$29,379.32
 Grand Total: \$29,379.32
 Balance Due: \$29,379.32

Paid Amount: \$0.00

We will add late charges on invoices more than 30 days overdue.

If this invoice remains unpaid, it will be placed upon the next tax roll as a special assessment.

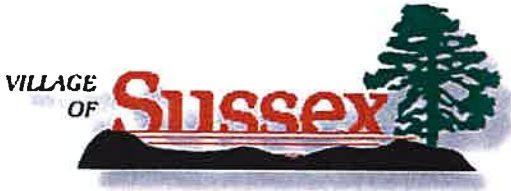
Total Account Balance: 219,344.49

Current: 28,615.57

31-60: 32,336.73

61-90: 17,628.57

Over 90: 140,763.62



Village of Sussex
 N64W23760 Main St
 Sussex, WI 53089

INVOICE

Phone: 262-246-5200
 Fax: 262-246-5222

5217

Lisbon Sanitary District
 P.O. Box 278
 Menomonee Fall, WI 53051

Date: 04/24/2020 Note: Number: 5217 Account Number: 17
 Payment Terms: Net 30 Days
 Reference: March 2020
** 3018 per original spreadsheet. Revision to over billing spreadsheet to match invoice 5217.*

Product#	Rate/Quan.	Product Description / Comments	Unit Price	T	Extended Price
JF100	3,024.00	PLU-84.1 Jeanine Flow Totals	4.39		13,275.36
PF100	2,027.00	PLU-84.1 Plainview Flow Totals	4.39		8,898.53
WS100	2,169.00	PLU-84.1 Willow Springs Flow	3.69		8,003.61
HHSF160	130.6	PLU-84.1 Hamilton Flow Totals	3.69		481.91
HHSF160	15.3	PLU-84.1 Hamilton Fine Arts	3.69		56.46
HHSF160	186.667	PLU-84.1 Hamilton Templeton	3.69		688.80
HHSF160	42.8	PLU-84.1 Silver Spring Inter	3.69		157.93
CM160	16.136	PLU-84.1 Casey's Market	3.69		59.54
SUT100	2.0	PLU-84.2 Sewer Utility Truck 3/7/20-3/20/20	40.00		80.00
SUT100	2.0	PLU-84.2 Sewer Utility Truck 3/21/20-4/3/20	40.00		80.00
PW160	3.0	PLU-84.2 Public Works Employee 3/7/20-3/20/20	56.37		169.11
PW160	5.5	PLU-84.2 Public Works Employee 3/21/20-4/3/20	56.37		310.03
PW161	2.0	PLU-84.2 PW Employee Call Out 3/29/20	84.56		169.12
MG100	1.00	PLU-72 MARC #0687764	355.00		355.00
WE100	1.00	PLU-84.1 Wisconsin Electric	28.96		28.96
WCC100	108.8	PLU-84.1 Woodland Creek Credit	-4.39		-477.63

Total: \$32,336.73
 Grand Total: \$32,336.73
 Balance Due: \$32,336.73

Paid Amount: \$0.00

We will add late charges on invoices more than 30 days overdue.

If this invoice remains unpaid, it will be placed upon the next tax roll as a special assessment.

Total Account Balance: 224,338.49
 Current: 28,615.57 31-60: 32,336.73 61-90: 17,628.57 Over 90: 145,757.62

Attachment D

Judith Neu

From: Neitzel, Donald <dneitzel@geo-logic.com>
Sent: Thursday, May 28, 2020 10:40 AM
To: Secret Strobl; Dennis Wolf
Subject: FW: Jeanine MS

From: John Schulz <jschulz@lwallen.com>
Sent: Friday, May 22, 2020 12:15 PM
To: Neitzel, Donald <dneitzel@geo-logic.com>
Cc: Jim Seidel <jseidel@lwallen.com>; Matt Thompson <mthompson@lwallen.com>
Subject: Jeanine MS

Don,

Looking at the last 3 weeks of daily totals from our programmer, things are looking good. How does it look to you comparing with that temporary unit?

The following is a list of trips and what was done.

1/20/2020 Matt installed new transducer.

2/6/2020 Matt installed new transmitter.

3/10/2020 Jim troubleshooting spiking flows and high totals. Reviewed all parameters and found them to be accurate. However made adjustments to filtering due to witnessing spiking when flow got higher due to lift station pumping. Made update time medium and set to short echo only. This seemed to help but still saw some variance with high flows. Notice pulse relay out didn't have a normal duty cycle at one pulse equals ten gallons.

3/25/2020 Jim troubleshooting spiking flows and high totals. Met with Alex to assist in reading display while I was in vault. Reviewed measurements and setup blanking targets at various heights to check accuracy and echo confidence. All was checking good, but still had a problem with higher flows, meter read way to high. Set Algorithm to largest echo and made the difference of getting accurate reading even when flows were higher. I also changed to pulse to one per 100 gallon and setup local display totalizer and got reading from Sussex so the next time we were here we could compare meter to SCADA.

4/27/2020 Jim and Matt checking flowmeter and totalizers and 4-20ma. We had some discussion with our programmer and Jason from Strand about totals and reporting and when it occurs. I verified that the grand total on meter and SCADA matched very closely from 3/25 to 4/27. Also we fixed to 4-20ma issue so flowrates could be trended on SCADA to help assist to see if high flows were really occurring. Also put in some logic at master PLC to have daily totals reset from midnight to midnight. Checked settings and echo confidence. Meter was tracking perfect and did not replace any components at this time.

I hope this gives you what you are looking for. Give me a call if you have further questions.

6 23 2020

Sussex Village Board

Dear Board Members,

With the recent flooding in Sussex after removal of the beaver dam on the west side of Highway 164 by Waukesha County Highway Department for the State it should be apparent that we share a mutual issue caused by beavers residing on the Village's property surrounding the creek. This issue affects the health and safety of your constituents as well as the use of my property as crop land

My farmlands have regularly been flooded and I have lost several years of crops because of the beavers' activities on my land and on the Village's property adjacent to mine. In the past I've engaged and paid for the removal of these nuisance beaver incursions and I feel it's now time for the Village to share in this financial debt. I am therefore forwarding the most recent 2020 invoice incurred for that beaver removal from the Village's property for reimbursement. I would also appreciate the Village's influence in convincing the State of the necessity of maintaining the free flow of the creek thru the culverts under Highway 164 to prevent another catastrophic occurrence of flooding in the Village as was recently experienced.

I appreciate your attention and cooperation in this matter.

Sincerely

A handwritten signature in black ink, appearing to read "Paul Bobrowitz", written in a cursive style.

Paul Bobrowitz

Gerald C. Houtler
 N19 W27017 Fieldhack Drive
 Pewaukee, Wi 53072-5439
 (H) 262-691-3039
 (Cell) 262-347-9076

Billed To: *MR. PAUL BOBROER*
N 93 W 291174 WOODCHUCK WAY
COLEGATE, WI 53017

CONTACT NO.
1-262-538-1495

Date Billed	Service	Amount
<i>4-22-2020</i>	<i>Beaver Removal</i>	
<i>4-9-2020</i>	<i>Setup traps</i>	<i>\$175.00</i>
<i>4-10-2020</i>	<i>Removal 0 Beavers</i>	<i>\$130.00</i>
<i>4-11-2020</i>	<i>NO catch</i>	<i>\$130.00</i>
<i>4-12-2020</i>	<i>Removal 0 Beavers</i>	
<i>4-13-2020</i>	<i>NO catch</i>	
<i>4-14-2020</i>	<i>NO catch</i>	
<i>4-15-2020</i>	<i>Removal 0 Beavers</i>	<i>\$130.00</i>
<i>4-16-2020</i>	<i>NO catch</i>	
<i>4-17-2020</i>	<i>NO catch</i>	
<i>4-18-2020</i>	<i>Removal 0 Beavers</i>	<i>\$130.00</i>
	<i>Pulled traps</i>	

pd 4/28
PBJE

TOTAL \$595.00
Feechrg 105.00

Received from _____, on the date *\$700.00*
 of _____, the amount of \$ _____ *Total charge*
 (Cash or check only.)



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

MEMORANDUM

To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: July 8, 2020

Re: Engineering Monthly Report – June 2020

Maple Avenue:

- The Main Street light poles will be installed in the next two weeks. We are aware that lawn restoration in the sunny areas along the road has not done as well as the shady areas and are working with the contractor to address the issue.
- Sidewalks and driveways are being installed this week in the south section. We Energies has started the street light installation south of Main Street. Lawn restoration, signage and pavement markings will be done in the coming weeks. We expect to open the south section by the end of July.
- Grading, storm, sanitary and water work will be wrapping up in the center section over the next several weeks. Staking for pavement installation is scheduled to start the week of July 20, 2020.
- The culvert extension is done and the retaining wall is nearly done. We are working with DNR to resolve a concern that they raised about the downstream end of the culvert being slightly above the stream bed.
- The traffic pattern between Main Street and the Railroad Tracks remains one way southbound with no access from Poplar Road.
- Grading, storm and sanitary sewer installation and water main work will be wrapping up this week in the north section. Staking for pavement has started.
- Beginning on Monday, July 13, 2020, the traffic pattern along Maple from Plainview to Good Hope will be One-Way Southbound only to accommodate staking, string line, trimming of gravel and paving operations. There will also be no east/west traffic allowed across Maple from Hidden Oaks Drive or from Craven Drive. The only East West crossing will be at Overland Drive. These closures will continue through about mid-August.
- Paving in the north section will begin around July 25th. The actual date is weather dependent. The contractor plans to pave the southbound lanes, starting at Plainview, first. The following week they will pave the northbound lanes. Each paving operation will take 2 days. Staff will be sending out saw cutting informational letters shortly before paving and will post updates on the website on the actual paving dates.
- All sections of the project are either on or just ahead of their original schedules.

Miscellaneous

- We have gotten a response from the railroad regarding the crossings on Main Street and Silver Spring Drive. They said that the Main Street crossing is “in for a 2021 renewal”, and CTH VV is not. They asked that we remind drivers to follow the posted speed limit and they asked the County if they were interested in helping to fund the CTH VV crossing renewal. We will continue to pursue the issue with the railroad.
- Proposals for survey, drafting and specification assistance for the 2021 Road Program are due July 21st. We expect the contracts to be brought to the committee next month.
- Staff met with Mr. & Mrs. Brummond on Homestead, have prepared a plan for their review and this morning received their requested adjustments to the proposed plan. As soon as we have an agreement we will bring that to the Committee.

Developments:

- Woodland Trails: Grading, utility and pond construction activities are underway throughout the development. Blasting is done for this phase. Gravel, curb installation and paving is scheduled to start in about a week. Trucking of material into the site along Woodland Creek Drive will be ramping up for a few days at a time for each of these operations. Residents along Woodland Creek Drive have been notified.
- Highlands / Basting Farm: Construction along CTH K and STH 164 is progressing with the goal of completion by July. The developer plans to construct portions of the interior roads from both CTH K and STH 164 in the coming weeks to accommodate the Kwik Trip construction and a future industrial user.
- Sussex Preserve: The developer is working on punch list repairs and intends to complete most of the top lift of asphalt in phase 1 this month.

VILLAGE ESTOPPEL CERTIFICATE

THIS VILLAGE ESTOPPEL CERTIFICATE (this "Estoppel"), is executed by the Village of Sussex, in the County of Waukesha and the State of Wisconsin ("Village"), to and in favor of Kwik Trip, Inc., a Wisconsin corporation, ("Company").

RECITALS:

A. Company is acquiring the land legally described on Exhibit A attached hereto (the "Property") which is located within the Sussex Corporate Park.

B. Village and Sussex Corporate Park, LLC, a Wisconsin limited liability company ("Developer") have entered into a Developer's Agreement for Sussex Corporate Park in the Village of Sussex, Waukesha County, Wisconsin, dated May 8, 2019 and recorded on June 19, 2019 as Document No. 4403123 with the Waukesha County Register of Deeds and as amended by an unrecorded First Amendment to the Developer's Agreement for Sussex Corporate Park in the Village of Sussex, Waukesha County, Wisconsin dated November 26, 2019, copies of which are attached as Exhibit B (as amended, the "Developer's Agreement"); and the Village and Developer shall enter into subsequent amendment(s) to the Developer's Agreement prior to the Company's closing on the Property (subject to Company's approval) ("Subsequent Amendment(s) to the Developer's Agreement").

C. As a condition to Company acquiring the Property from Seller, Company requires that Village enter into this Estoppel, and Village acknowledges that Company is relying upon this Estoppel.

NOW, THEREFORE, Village does hereby agree and certify to Company as follows:

1. Village hereby represents, acknowledges and agrees that the following statements are true, correct and complete as of the date hereof:

a. The Developer's Agreement is in full force and effect and has not yet been further amended, modified or extended.

b. Consistent with Section 1 of the Developer's Agreement, the Village is requiring Developer to construct those public improvements set forth in Section 1 of the Developer's Agreement (the "Improvements"). Company shall not be responsible for developing, constructing, paying for or guarantying such Improvements as currently set out in the Developer's Agreement, and/or which may be set out in Subsequent Amendment(s) to the Developer's Agreement.

2. Nothing herein shall be deemed to be a waiver of Developer's obligations with respect to the construction of the Improvements or a waiver of any of Village's rights or remedies with respect to the failure by Developer to comply with Section 1 of the Developer's Agreement or any of which may be set out in Subsequent Amendment(s) to the Developer's Agreement.

3. This Estoppel shall inure to the benefit of the Company and its respective successors and assigns, and shall be binding upon the Village.

4. The Village is duly authorized to execute this Estoppel, and this Estoppel has been duly executed and delivered by the Village.

IN WITNESS WHEREOF, the Village has executed this Village Estoppel Certificate the day and year written below.

VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN

Anthony J. LeDonne, VILLAGE President

Sam Liebert, VILLAGE Clerk-Treasurer

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this ____ day of _____, 2020, the above-named Anthony J. LeDonne, VILLAGE President, and Sam Liebert VILLAGE Clerk-Treasurer, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VILLAGE President and VILLAGE Clerk-Treasurer of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the VILLAGE Board from their meeting on the ____ day of _____, 2020.

NOTARY PUBLIC, STATE OF WI

Name: _____

My commission expires: _____

Exhibit A

(Legal Description of Property)

Lot Two (2), Certified Survey Map No. 12010 recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on May 22, 2020, in Volume 122 of Certified Survey Maps, Page(s) ____, as Document No. 4471203, in the Village of Sussex, Waukesha County, State of Wisconsin.

Exhibit B
Developer's Agreement

Document Number

PUBLIC SIDEWALK EASEMENT

Name and Return Address:

Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

Part of SUXV0273999004
and SUXV0273999005
Parcel Identification Number (PIN)

PUBLIC SIDEWALK EASEMENT

For good and valuable consideration, the receipt of which is acknowledged, Kwik Trip, Inc., a Wisconsin corporation (“Grantor”) grants and conveys to the Village of Sussex, Wisconsin, a municipal corporation (“Grantee”), a non-exclusive sidewalk easement legally described on the attached Exhibit A (the “Easement Property”).

1. Grantor, for the benefit of the general public, hereby grants and conveys to Grantee the right and easement for a permanent non-exclusive sidewalk easement, and the right to enter upon the Easement Property as may be reasonably necessary for such purpose.

2. Grantor shall be responsible for the initial construction of the sidewalk located upon the Easement Property and Grantor shall be responsible for all future maintenance and repairs to the sidewalk facilities.

3. Grantor reserves the right to utilize the Easement Property for any purpose that will not materially interfere with the rights granted by Grantor to Grantee. Such use by Grantee of the Easement Property shall not unreasonably interfere with Grantor’s use and enjoyment of Grantor’s Property, including the Easement Property.

4. Grantor warrants that it has good title to the Easement Property and full right and authority to grant the foregoing easement.

5. This Easement shall run with the land and be binding on, and inure to the benefit of, the assigns and successors in interest of Grantor and Grantee.

[Signature Pages Follow]

GRANTOR:
KWIK TRIP, INC.

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that _____, _____ of Kwik Trip, Inc., a Wisconsin corporation, has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, executed the same voluntarily.

Dated this _____ day of _____, 2020.

Notary Public
State of Wisconsin, County of La Crosse
My Commission: _____

[Grantee signature page follows]

EXHIBIT A

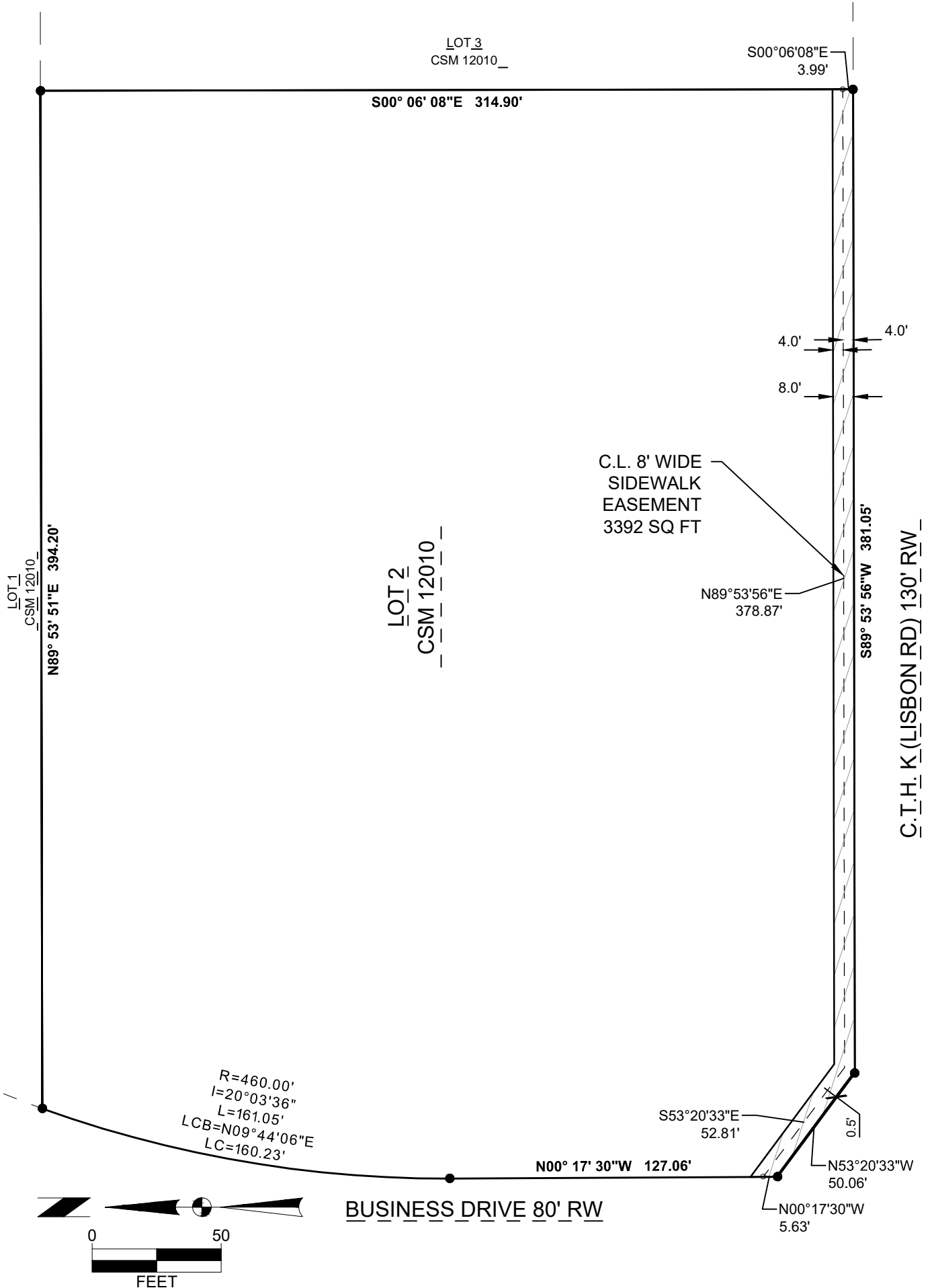
EASEMENT PROPERTY

AN EIGHT (8) FOOT WIDE SIDEWALK EASEMENT LOCATED IN LOT 2, CSM 12010,
LOCATED IN SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN.

See attached depiction of the Easement Property.

SIDEWALK EASEMENT

AN EIGHT (8) FOOT WIDE SIDEWALK EASEMENT LOCATED IN LOT 2, CSM 12010, LOCATED IN SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.



PREPARED FOR:
KWIK TRIP INC.
1626 OAK STREET
LA CROSS, WI 54602

PREPARED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com

FN: 119.1053.30
DATE: 05/28/2020
REVISIONS:
REV1
REV2
REV3

SHEET 1 OF 1