



N64W23760 Main Street  
Sussex, Wisconsin 53089  
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AGENDA  
VILLAGE BOARD  
VILLAGE OF SUSSEX  
6:00 PM - TUESDAY, APRIL 26, 2022  
SUSSEX CIVIC CAMPUS – BOARD ROOM 2<sup>nd</sup> FLOOR  
N64W23760 MAIN STREET

- A. OATH CEREMONY for Recently Elected Trustees
  - 1. Roll call.
  - 2. Pledge of Allegiance.
  - 3. Consideration and possible action on minutes from the Village Board meeting held on April 12, 2022.
  - 4. Communications and Public Hearing(s)
    - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions.
      - 1. Consideration and possible action on Arbor Day Proclamation
    - B. Public Hearing on the Rezoning Ordinance No. 880
- 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.
  - C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
    - 1. Recommendation Possible Action on Fourth of July Fireworks Contract with Wolverine Fireworks Display, Inc.
    - 2. Recommendation and Possible Action on Gator replacement for Parks
    - 3. Recommendation and Possible Action on Zero Turn Mower replacement for Parks
  - 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 Rezoning Ordinance 880 rezoning lands for the Redford Hills Subdivision (Richmond Road) from A-1 to RS-3 with environmental overlays.
  - 2. Recommendation and possible action on a Preliminary Plat for Redford Hills and Developers' Agreement for Redford Hills.
- 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 Resolution 22-09 Authorizing the Issuance and Sale of \$6,280,000 Water System Revenue Refunding Bonds, Series 2022A of the Village of Sussex, Waukesha County, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds.
- 9. New Business.
  - A. Consideration and possible action on Cyber Insurance Renewal
  - B. Consideration and possible action on Resolution 22-10 in Support of Town of Lisbon Incorporation
  - C. Consideration and possible action on Second Amendment to Memorandum of Understanding by and between the Village of Sussex and Equity Trust Company.
  - D. Consideration and possible action on Main Street Closure for Memorial Day Parade
- 10. Consideration and possible action on resignations and appointments.
  - A. Appointing Jennifer Moore as Clerk/Treasurer
  - B. Citizen Appointment(s) for Plan Commission, Library Board, and Board of Fire Commissioners.
- 11. Adjournment

Anthony LeDonne  
Village President

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Jeremy Smith  
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend 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. 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 262-246-5200.

DISCLAIMER- THE FOLLOWING ARE DRAFT MINUTES FROM  
THE SUSSEX 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  
April 12, 2022**

**1. Roll Call**

President LaDonne called the meeting to order at 6:00pm.

Members present: Stacy Riedel, Greg Zoellick, Lee Uecker, President Anthony LeDonne, Scott Adkins, Ron Wells and Benjamin Jarvis.

Members excused: None

Also present: Administrator Jeremy Smith, Attorney John Macy, Assistant Village Administrator Kelsey McElroy-Anderson, Interim Clerk Jennifer Moore, and members of the Public.

**2. Pledge of Allegiance**

President LaDonne led the pledge of allegiance.

**3. Meeting Minutes**

Motion by Uecker, seconded by Adkins, to approve the March 22, 2022 Village Board meeting minutes.

Motion carried 7-0

**4. Communications and Public Hearings**

**A. Village President Report.**

April 15 – Village offices closed

April 15 - Coffee with a cop

April 18 – 22 Spring hydrant flushing

April 19 – VB Organizational meeting

April 20 – Library Board

April 30 – Prescription take back event

**5. Committee Reports**

**A. Finance and Personnel Committee.**

1. Motion by Jarvis, seconded by Zoellick to approve the March Check register and P-card purchases in the amount of \$1,115,975.40.  
Motion carried 7-0
2. Motion by Jarvis seconded by Zoellick to approve Ace Hardware purchases in the amount of \$543.73.  
Motion carried 7-0
3. Motion by Jarvis seconded by Riedel, to approve the temporary Class “B” retail licenses for the sale of Wine and Fermented Malt Beverages for The Hamilton Junior Chargers Summer C Series at Armory Park and Village Park on June 4, 2022, Agent: Andrew Koelbl.  
Motion carried 7-0
4. Motion by Jarvis, seconded by Zoellick, to approve the temporary Class B License for the sale of Fermented Malt Beverages to The Sussex Lions Club for Sussex Lions Daze at Village Park beginning July 15, 2022 and ending July 17, 2022, conditioned upon the standard conditions of liquor license approval, Agent: Rick Vodicka.  
Motion Carried 7-0

5. Motion by Jarvis, seconded by Zoellick, to approve the temporary Class B License for the sale of Fermented Malt Beverages to The Sussex Area Service Club Big Engine Show and Threshing Bee event at Village Park beginning August 26, 2022 and ending August 28, 2022, conditioned upon the standard conditions of liquor license approval, Agent: Rick Vodicka.  
Motion carried 7-0
6. Motion by Jarvis, seconded by Zoellick, to approve the Class B License for the sale of Fermented Malt Beverages for SBA Operations, LLC for the Village Park Concession Stand, beginning May 1, 2022 and ending November 1, 2022, conditioned upon the standard conditions of liquor license approval. Agent: Samantha May  
Motion carried 7-0
7. Motion by Jarvis, seconded by Riedel, to approve the Class A License for the sale of Fermented Malt Beverages to FSA LLC (Clark) N64W23270 Main Street, beginning April 12, 2022 and ending June 30, 2022, conditioned upon the standard conditions of liquor license approval. President Faraz Ansaree,  
Motion carried 7-0
8. Motion by Jarvis, seconded by Adkins, to approve the Class A License for the sale of Fermented Malt Beverages and Intoxicating Liquors to MK Business, Inc. (Sussex Mobil) W232N6116 Waukesha Avenue, beginning April 12, 2022 and ending June 30, 2022, conditioned upon the standard conditions of liquor license approval, President Manpreet Kaur Talbert.  
Motion carried 7-0
9. Motion by Jarvis, seconded by Zoellick, to approve the Amusement Device License and Arcade License to MK Business, Inc. (Sussex Mobil) W232N6116 Waukesha Avenue, beginning April 12, 2022 and ending June 30, 2022, President Manpreet Kaur Talbert.  
Motion carried 7-0
10. Motion by Jarvis, seconded by Zoellick, to approve Cigarette and Tobacco Products License to MK Business, Inc. (Sussex Mobil) W232N6116 Waukesha Avenue, beginning April 12, 2022 and ending June 30, 2022, President Manpreet Kaur Talbert.  
Motion Carried 7-0
11. Motion by Jarvis seconded by Zoellick, to approve renewal of the Village of Sussex insurance for the upcoming policy period \$218,419.00.  
Motion Carried 7-0

**B. Public Works Committee.**

1. Motion by Adkins, seconded by Jarvis, to approve Public Works bills for payment in the amount of \$3,661.500  
Motion carried 7-0
2. Motion by Adkins, seconded by Zoellick, to approve the letter of Agreement between Lannon Stone and the Village of Sussex  
Motion carried 7-0
3. Motion by Adkins, seconded by Uecker, to reject both bids received for the North East sanitary sewer interceptor project for exceeding reasonable cost for the project and direct staff to review other options to complete the work at a lower cost in the future.  
Motion carried 7-0
4. Motion by Adkins, seconded by Riedel, to approve TAPCO quote of \$8,740 per intersection for RRFD Flashing Pedestrian Sign installation at the Bug Line Crossing intersection at the Public Safety Building and at Bug Line at Silver Spring intersection and include a contingency fund of \$1,000 per intersection to cover miscellaneous costs to complete the installation.  
Motion Carried 7-0
5. Motion by Adkins, seconded by Jarvis, to introduce Resolution No: 22-07, a Resolution to Vacate and Discontinue a Portion of Business Drive. Public hearing be schedule for May 24 at 6:00pm.  
Motion Carried 7-0
6. Motion by Adkins, seconded by Wells, to approve Resolution No: 22-08, A Resolution closing Village Streets for Various Village Special Events.  
Motion Carried 7-0

**6. Staff Reports**

- a. Assistant Village Administrator McElroy – Anderson
  - i. Park and Rec department is looking for volunteers for the Arbor Day 5k
  - ii. Yard Waste site officially open for the season
  - iii. Building Pride's Park playground next week
- b. Village Administrator Smith
  - i. Because of the organizational meeting public safety will move to May
  - ii. Egg drop was very successful – sold out
- c. Attorney Macy
  - i. Will keep the Village apprised of legislative information
- d. Interim Clerk Moore
  - i. No Report

**7. Comments from citizens present**

Patty Mitchell, Salem Drive – Voiced her concern with regard to local elections and the impact elections have on the community. Local elections are supposed to be non-partisan.

**8. Old Business**

There was no old business to consider.

**9. New Business**

There was no new business to consider.

**10. Consideration and possible action on resignations and appointments**

There were no resignations or appointments to consider.

**11. Adjournment**

Motion by Adkins, seconded by Uecker to adjourn at 6:27pm.

Motion carried 7-0

Respectfully submitted,

Jennifer Moore  
Interim Clerk

# Arbor Day Proclamation

*Whereas,* In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas,* the holiday, called Arbor Day was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* Arbor Day is now observed throughout the nation and the world, and

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

*Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas,* trees in our village increase property values, enhance the economic vitality of business areas, and beautify our community, and

*Whereas,* trees, wherever they are planted are a source of joy and spiritual renewal,

*Now Therefore,* I, Anthony LeDonne, President of the Board of Trustees for the **Village of Sussex**, do hereby proclaim **April 29, 2022** as

## Arbor Day

*Further,* in the Village of Sussex, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

President \_\_\_\_\_

**VILLAGE OF SUSSEX  
SUSSEX, WISCONSIN  
PUBLIC HEARING NOTICE**

TAKE NOTICE that the Village Board of the Village of Sussex will hold a public hearing on April 26 at 6:00 p.m. at the Civic Center N64W23760 Main Street, Sussex, to hear comments from citizens on the following matter; an ordinance to rezone property south of Richmond Road and approximately 850 feet west of STH 164 approximately 34.79 acres with a current zoning of A-1 Agricultural District, to proposed zoning RS-3 Single Family Residential District with environmental overlays. Property owner Sussex Corporate Park II, LLC.

A copy of the petition, map and proposed ordinance are available for review at the Sussex Civic Center, N64W23760 Main Street from 8:00 a.m. until 5:00 p.m., Monday through Friday and on our website at [www.villagesussex.org](http://www.villagesussex.org).

Said hearing shall be public and citizens and persons of interest shall then be heard.

BY ORDER OF THE VILLAGE BOARD

Jennifer Moore

Interim Clerk-Treasurer

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

ORDINANCE NO. 880

AN ORDINANCE TO CONDITIONALLY REZONE  
CERTAIN LANDS IN THE VILLAGE OF SUSSEX FROM  
A-1 AGRICULTURAL DISTRICT WITH ENVIRONMENTAL OVERLAYS  
TO  
RS-3 SINGLE FAMILY RESIDENTIAL DISTRICT,  
WITH ENVIRONMENTAL OVERLAYS

WHEREAS: A petition has been filed by Redford Hills LLC, on behalf of Sussex Corporate Park II, LLC., the property owners of certain lands in the Village of Sussex collectively hereinafter (“Petitioner”) to rezone said properties as described in Exhibit A attached hereto and incorporated herein (“Subject Properties”); and

WHEREAS: Said rezoning petition was submitted to rezone the subject properties to RS -3 Single Family Residential District with Environmental Overlays as described on Exhibit A-1; and

WHEREAS: The Petitioner has supplied all required data pursuant to the Village of Sussex Zoning Code; and

WHEREAS: Upon due notice as required by Section 17.1300 and 17.1400 of the Village Code, the Village Board held a public hearing on \_\_\_\_\_, as required by Section 17.1305 of the Village Code; and

WHEREAS: The Plan Commission has reviewed the basis for approval described in Section 17.1300 of the Village Code and has found that the proposed rezoning is in keeping with the general welfare and good zoning practice of the Village of Sussex, subject to all terms and conditions of this zoning ordinance being satisfied; and

WHEREAS: The subject lands were annexed to the Village approximately one (1) year ago; and

WHEREAS: The Plan Commission as required by Section 17.0401.E. shall within one (1) year of annexation , evaluate and recommend a permanent classification for annexed lands to the Village Board based upon various planning documents and goals with particular emphasis on the Village’s Land Use Plan., and

WHEREAS: The Plan Commission recommended and Village Board adopted a medium density land use with environmental overlays for the subject property, which corresponds with the RS-3 zoning classification; and

WHEREAS: Adjacent residential developments are or will be similar in density and use as RS-3 zoning; and

WHEREAS: The Village Plan Commission of the Village of Sussex has recommended to the Village Board of the Village of Sussex that said zoning change be made upon certain conditions; and

WHEREAS: The Village of Sussex has reviewed the basis for approval of the petition described in Section 17.1300, and concurs with the Village Plan Commission, and makes the same findings, subject to all terms and conditions of this zoning ordinance being duly satisfied as required herein; and

WHEREAS: The Village Board of the Village of Sussex having carefully reviewed the recommendation of the Plan Commission of the Village of Sussex, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such rezoning on the health, safety and welfare of the community, immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved as well as the impact on the surrounding properties as to noise, dust, smoke and odor, and others hereby determine that the rezoning will not violate the spirit or intent of the Zoning Code for the Village of Sussex, will not be contrary to the public health, safety or general welfare of the Village of Sussex, will not be hazardous, harmful, noxious, offensive and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the operation is conducted pursuant to the following conditions and in strict compliance with the same and is consistent with the recommendation found in the Village of Sussex master plan.

NOW, THEREFORE, the Village Board of the Village of Sussex, Waukesha County, Wisconsin, do ordain as follows:

SECTION 1: The subject property as described on **Exhibit A** is hereby rezoned to Rs-3 Single Family Residential District (Approximately 35 acres), with approximately 3 acres of Isolated Natural Resources Overlay and the Zoning Map of the Village of Sussex is hereby amended, subject to the terms and conditions described herein.

SECTION 2: The above rezoning and zoning map amendment is conditioned upon the following conditions, which must be complied with or this ordinance is null and void:

1. Presentation Compliance. The subject property must be developed in substantial conformity with the plans presented to the Plan Commission on January 18, 2022 and March 15, 2022 and in substantial conformity with the presentation at the public hearing at the Village Board on \_\_\_\_\_, 2022 as presented shall be attached hereto and incorporated herein as **Exhibit B**.
2. Preliminary and Final Plat Conditions. The Petitioner shall submit and receive all necessary approvals for a preliminary plat and a final plat, and shall satisfy all conditions of the same.
3. Phasing Plan. The Development shall be developed as one phase.

4. Road Width and Length. The Public Road widths shall be 33' measured back of curb to back of curb. The Plan Commission and Village Board find that this width is appropriate to provide safe and convenient access in accordance with this neighborhood plan, 18.0701 and 18.0703 of the Village Code.
5. Special Assessment. The payment of outstanding special assessments owed on this property must be paid in full prior to starting any site work.
6. Construction Sequencing Plan. Subject to the Developer submitting to and receiving approval from the Village Engineer a construction sequencing plan to ensure safe and adequate construction development of the site for public safety access, utility development, and customer access at all times. pattern that has two access points to the existing public roadway system.
7. Housing Monotony Clause. As required in the Village Design Standards and Chapter 17 Section 17.1002 (B)(2), no single family detached building shall be permitted that design or exterior appearance of which is so identical to a building on lots within 500 feet of each other that it creates monotony or drabness.
8. Required Plans and Engineer Satisfaction. Subject to the Petitioner submitting to and receiving written approval from the Village of all of the following plans for the entire subject property, prior to the rezoning ordinance taking effect. Said plans shall satisfy all comments, conditions, and concerns of the Village Engineer.
  - A. Utility Plans for the entire site including any necessary utility extensions or oversizing necessary to properly connect the development site's utilities with the Village system. Including, but not limited to:
    1. Sewer System Plans
    2. Water System Plans including the water loop along Richmond Road, extending water and sewer from Highlands Drive per the approved route and individual boosters for the Lots 1-4 and 42-45.
    3. Storm water Management Plans with the appropriate maintenance requirements and outlots. The outlots for the stormwater ponds shall be owned by the Village.
    4. Utilities within and fronting the subject lands shall be buried per Village Ordinance (including Village and Private utilities like electric, gas, etc.).
  - B. Master Street Lighting Plan for the entire site.
  - C. Sidewalk and Path Plan for the entire site shown on the plat including location, width, and materials of the sidewalks. Sidewalk shall be established from the development to Highlands Drive with a maintenance agreement for winter snow removal and ongoing maintenance requirements. Sidewalks shall be on one side of all non cul-de sac roads internal to the subdivision.

D. Environmental Plans

1. Street Tree Plan for the entire site, which shall be planted by the Developer in either optimal spring or fall planting season, but no later than October of 2023.
2. Landscape plan for common areas including necessary easements for ongoing maintenance by homeowners association as may be appropriate. In particular a specific plan for buffering the homes/units along Richmond Road.
3. Tree Mitigation and Preservation Plan and payment of any fees associated with said plan. In addition a specific deed restriction in a form approved by the Village Attorney being placed against said lots where the trees and soil are to be left preserved according to said plan in lots 5-9. The 5 lots shall also be marked to indicate permanently where this line of restriction exists at each lot line.

E. Street plans internal to the subdivision and including, but not limited to any necessary improvements for Richmond Road for the access points and improvements necessary to gain access for the same. The street plan shall accommodate the US postal service centralized mailbox standards.

F. Grading Plan. Due to the steep grade changes a specific grading plan shall be established for the site, which shall be noticed by the Petitioner to lot buyers and will be enforced strictly by the Village to ensure safety and welfare of the community.

10. Developer's Agreement. Prior to development of the Subject Property or any portion thereof, the Developer of the Subject Lands or portion thereof is required to enter into a Developer's Agreement as approved by the Village prior to the approval of permits for grading and start of construction.
11. Professional Fees. Petitioner shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this rezoning petition, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional rezoning ordinance due to a violation of these conditions.
12. Payment of Charges. Any unpaid bills owed to the Village by the owner of subject lands or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village: shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627. Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional rezoning ordinance that is subject to all remedies available to the Village, including possible cause for termination of the conditional rezoning ordinance.

13. Acceptance. Subject to the petitioner approving in writing the issuance of the conditional rezoning ordinance, and that the petitioner understands and accepts the same, and that upon failure to satisfy these conditions, this conditional rezoning ordinance is void, and the same is deemed not to have been approved, and the Petitioner will therefore need to re-commence the application process for rezoning of the property.
14. One Year to Satisfy Conditions. Subject to the petitioner satisfying all of the aforementioned conditions within one year of the Village Board adopting this conditional rezoning ordinance. The Village Board may grant additional time solely at the discretion of the Village Board upon request for an extension by the Developer.

SECTION 3: The Village Engineer is hereby authorized and directed to note this rezoning on the Official Zoning Map of the Village of Sussex upon successful development of the property and satisfaction of all conditions in Section 2 of this Ordinance.

SECTION 4. SEVERABILITY. The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of the court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and not affect the validity of all other provisions, sections or portions thereof of the ordinance which shall remain in full force and effect. Any other ordinances are hereby repealed as to those terms that conflict.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

VILLAGE OF SUSSEX

\_\_\_\_\_  
Anthony LeDonne  
Village President

ATTEST: \_\_\_\_\_  
Jennifer Moore  
Interim Village Clerk-Treasurer

Published and/or posted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



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## MEMORANDUM

To: Village Board  
From: Jeremy Smith  
Re: Village Board Meeting- April 26, 2022  
Date: April 21, 2022

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A. There is a Ceremonial Oath of Office Event at the beginning of the meeting.

4.A.1. The Village President will read the annual Arbor Day Proclamation.

4.B. The Public Hearing for Rezoning Ordinance No. 880 which is to provide permanent zoning for the lands south of Richmond Road and north of the Highlands Business Park. The Lands are recommended by the Plan Commission to be RS-3 to be consistent with the Land Use Plan of the Village. This property came into the Village as part of the deal with the Town of Lisbon. The Rezoning Ordinance is set up in conjunction with the Redford Hills Subdivision, which has various approvals set forth later on the agenda.

5.C.1. The Park and Recreation Board recommends approval of Fourth of July Fireworks Contract with Wolverine Fireworks Display, Inc. for \$26,000. This marks a significant increase (\$10,000) from previous years with Lisbon contributing the extra funds. The Village is contributing about \$12,000 and sponsors cover the rest. The increase will result in a bigger show, but also help address inflationary pressure that was beginning to impact the show. Please see the contract for more information.

5.C.2. The Park and Recreation Board recommend approval of the Gator from Proven Power for \$17,424.66. The replacement of the 2010 Gator was included in the 2022 budget and this model matches the previous 2020 Gator purchased, which we have had great success with. Having a similar model setup allows for more efficient maintenance costs operations. The Cash Capital Fund program continues to allow fleet replacement on schedule, which reduces operation costs and in turn helps sustain low property tax changes year to year. Please see the memo from Park and Recreation Director Halie Dobbeck for more information.

5.C.3. The Park and Recreation Board recommend approval of the Zero turn mower from Town and Country with the Scag Turf Tiger for \$13,879. This replaces the 2011 zero turn, which the Village was able to stretch well past its scheduled useful life and was approved for replacement with the 2022 budget. The Cash Capital Fund program continues to allow fleet replacement with sustainable property tax impacts year to year. Please see the memo from Park and Recreation Director Halie Dobbeck for more information.

5.E.1. The Plan Commission recommends approval of the Rezoning Ordinance 880 rezoning lands for the Redford Hills Subdivision (Richmond Road) from A-1 to RS-3 with environmental overlays subject to the CSM being recorded, approval and compliance with the conditions of approval of the preliminary plat and the Developer's Agreement, payment of all fees and subject to the standard conditions of Exhibit A. The land is currently zoned

A-1 as a holding zoning since the property was recently attached to the Village with the Boundary Agreement. Per State law the lands need to be zoned in consistency with the Village's Land Use plan, which calls for residential on these subject lands. The terms of the Rezoning Ordinance tie with the development being considered immediately on the agenda. Please see the Ordinance for more information.

5.E.2. The Plan Commission recommends approval of the Preliminary Plat for Redford Hills and Developers' Agreement for Redford Hills conditioned on the Rezoning Ordinance being approved, the CSM being recorded, meeting all comments and conditions of the Village Engineer and Village Administrator with the plat and Developer's Agreement and payment of all fees and subject to the standard conditions of Plat Approval. This Development will have 45 single family lots and be part of the parade of homes. A large portion of the land is being preserved in open space as a buffer to the west and east. Please see the Developer's Agreement, Preliminary Plat, and memo from Administrator Smith for more information.

8.A. The Finance and Personnel Committee recommended approval of Resolution 22-09 Authorizing the Issuance and Sale of \$6,280,000 Water System Revenue Refunding Bonds, Series 2022A of the Village of Sussex, Waukesha County, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds. These bonds are putting permanent financing into place for the Radium projects by repaying the temporary financing put into place at the time of the projects which come due later this year. This is not an increase in the indebtedness of the Village and these bonds are solely the responsibility of the Water Utility. This two-step method is necessary as the PSC requires the projects to be completed before rates can go into effect, and the bond market won't provide affordable permanent financing without the rates being in effect to pay the bonds, and the Village needs initial funds to build the large project. The Village has completed its radium treatment system upgrades, the PSC approved the rate increases to pay for those upgrades, the Village has a track record of those rates being in effect and providing sufficient revenue, and the bond market will now issue permanent debt for the same knowing the revenues are there to pay the debts. The Village received a strong AA3 rating on its Water Utility. The rates will be known from the day of the sale and Dave Anderson, our Financial Advisor will be on hand with those details. Please see the Resolution for more information.

9.A. Staff recommends approval of the Cyber Insurance Renewal with Tokyo Marine for \$5,995 with a \$10,000 deductible and a \$1 million limit. The Cyber market is very unstable right now and the existing vendor renewal was jumping to \$22,000 with a \$50,000 deductible. Tokyo Marine is recommended by the League of Wisconsin Municipalities Mutual Insurance. The Village is having to make other adjustments to its IT systems in order to receive coverage in this area including Microsoft 360, which we had planned for 2023, but are now moving forward with this year already to enable the multi-level authentication protocols. Please see the memo from Finance Director Nancy Whalen, for more information.

9.B. Consideration and possible action on Resolution 22-10 in Support of Town of Lisbon Incorporation. The Village as part of adopting the new Boundary Agreement with the Town stated the Village would support the Town's incorporation. Please see the Resolution for more information.

9.C. Staff recommends approval of the Second Amendment to Memorandum of Understanding by and between the Village of Sussex and Equity Trust Company. These

lands are used as the second level of collateral against the \$750,000 outstanding State Trust Fund Loan provided to Wangard for Highway improvements. Per the Developer's Agreement with Wangard these funds must be paid back to the state with small increments and then a lump sum in 2025. The Village won't pay out all of its incentives to the Developer without this being paid off, which is the belts portion of the protection if the Developer failed to pay the loan, the suspenders portion is the security interest in the 40-acre northern section of the development. 6 acres are being separated for the subdivision, hence the reason for the amendment to release those acres from the security. There is still sufficient value from the remaining lands to act as security against the State loan. Please see the amendment for more information.

9.D. Staff recommends approval of the request to close Main Street for the Memorial Day Parade. Please see the letter of request from the VFW.

10.A. By Charter Ordinance the Clerk Treasurer position is an appointment by the Village President/approved by the Village Board. The Village hired Jennifer Moore as the Deputy Clerk and with Sam Liebert leaving the Clerk/Treasurer position opened up. Mrs. Moore has been serving as interim Clerk since that point. Mrs. Moore is highly qualified for this position and is being recommended by the Village President as the Village's Clerk/Treasurer.

10.B. The Village President is recommending the renewal of the existing citizen members of the following Statutory Committees- Debbie Anderson for the 3-year term on the Plan Commission from May 1, 2022 to May 1, 2025, Matt Caren and Ann Wegner on the Library Board for the 3-year term from May 1, 2022 to May 1, 2025, and Andrea Weber for the 5-year term on the Fire Commission from May 1, 2022 to May 1, 2027. The other Citizen Committee appointments will be presented at the June 14<sup>th</sup> Village Board meeting.

**WOLVERINE FIREWORKS DISPLAY, INC.**

205 W. Seidlars Road  
Kawkawlin, Michigan 48631  
Phone: (989) 662-0121  
Fax: (989) 662-0122

WISCONSIN WAREHOUSE:

Phone: (262) 968-4178

**CONTRACT**

This contract entered into this 11th day of March, 2022, by and between WOLVERINE FIREWORKS DISPLAY, INC., hereinafter referred to as “**WOLVERINE**” A Michigan Company, duly licensed by the BATFE, and **Village of Sussex**, hereinafter referred to as “Sponsor”.

1. Wolverine agrees to furnish Sponsor, in accordance with the terms and conditions set forth herein, One (1) fireworks display as per this signed and accepted contract. This will include trained and qualified Pyrotechnicians to deliver, setup, execute and take down the pyrotechnic display.
2. Wolverine agrees to provide insurance coverage of Ten Million Dollars, Bodily Injury and Property Damage and the statutory limits for Worker’s Compensation Insurance. The Sponsor will be named as additional insured on the certificate. This insurance covers the operations of Wolverine only and does not extend to any other aspect of the event.
3. The date of this display is: **July 4th, 2022** at: **9:20pm** pm. In the event of inclement weather, the display will be rescheduled for the **next night July 5th, 2022** at no additional cost to the Sponsor (dates around the 4th of July are excluded unless approved by Wolverine). In the event the display is rescheduled to a date not the next night, there will be an additional 15% cost added to the contract amount to cover additional expenses involved. In the event the Sponsor does not choose to reschedule another date or cannot agree to a mutually convenient date, the Sponsor shall pay the Contractor an amount equal to 40% to cover Wolverine’s cost, damages, and expenses.
4. The cost of the display is: **\$26,000.00** plus tax (unless exempt). A deposit in the amount of: **\$13,000.00** shall be made upon signing of contract, no later than 90 days prior to display date. If the display is cancelled by sponsor after deposit is paid but prior to 30 days before the display, Sponsor will forfeit 25% of deposit. If display is cancelled by Sponsor 30 days prior to display or after, Sponsor will forfeit 100% of deposit.
5. The balance due shall be paid to Wolverine within 10 days following the display.
6. A 2.5% Hazardous Material Handling fee of **\$663.00** will be added to the invoice (based on the display cost) along with any permit fees paid by Wolverine. There will be a 1.5% late charge added to the invoice on any outstanding amount not paid in full by the agreed upon date.
7. Sponsor, at Sponsor’s expense, agrees to provide Wolverine with a suitable display site that meets the guidelines as set forth in NFPA 1123 and meeting the approval of Wolverine. All permits necessary for the display shall be the responsibility of the Sponsor. All necessary police, fire, and other appropriate protection necessary for proper crowd control, automobile parking, and display site security will be the responsibility of the Sponsor and in accordance with the provisions of NFPA 1123.
8. After the display, Wolverine will conduct a post display search of the area/fallout zone for any unexploded fireworks. Sponsor explicitly acknowledges that an early morning first light search of the Display Site as defined in NFPA 1123 is of utmost importance and the search will be conducted by the Sponsor. If any unexploded shells or devices are found, Wolverine will be contacted immediately to

properly disposed of said material. Wolverine will be responsible for the removal of all equipment provided by Wolverine. Sponsor will be responsible for any remaining cleanup that may be required after the display.

9. Sponsor agrees to defend and hold Wolverine harmless from and against all claims and any penalties, damages, and costs made against and/or incurred by Wolverine in the event (1) the display does not commence on the date and time contemplated by this contract or is otherwise disrupted because of equipment or product malfunction or failure, and/or (2) Sponsor's breach of its obligations under the contract.
10. The laws of the State of Wisconsin shall govern this contract. Nothing in this contract shall be construed as forming a partnership between the Sponsor and Wolverine. Neither party shall be held responsible for any agreements nor obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.
11. If Wolverine, in its sole determination, is unable to supply the size and type of fireworks proposed due to supply chain issues, Wolverine will substitute with fireworks of equal monetary value, in its sole discretion, if possible. If no such supply is available, Wolverine will refund Sponsor any deposit paid, and this agreement will be cancelled without penalty to Wolverine or Sponsor.
12. This contract constitutes the entire agreement between the parties and shall be binding on the parties, their heirs, executors, administrators, successors, and assigns.
13. Any Additional Provisions:

WOLVERINE FIREWORKS DISPLAY, INC.

VILLAGE OF SUSSEX

By:\_\_\_\_\_

By:\_\_\_\_\_

Date Signed:\_\_\_\_/\_\_\_\_/\_\_\_\_

Date signed\_\_\_\_/\_\_\_\_/\_\_\_\_

Address: 205 W. Seidlers Road  
Kawkawlin, MI 48631  
Gina@wolvdisplay.com

Address: N64W23760 Main Street  
Sussex WI 53089

Phone: 262-246-5200 Office

Email: Halie Dobbeck  
hdobbeck@villagesussex.org



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

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## MEMORANDUM

To: Village Board  
From: Halie Dobbeck, Parks and Recreation Director  
Date: 04/21/2022  
**Re: UTILITY VEHICLE PURCHASE**

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The 2010 John Deere 625I utility vehicle is due for replacement having met its 12 year life cycle. These vehicles are used for watering flowers and trees, mulching projects, trail maintenance, hauling stone and dirt, disc golf course maintenance and general transportation in the parks.

The 615E is the base model and direct replacement for the 625I we originally quoted. With the work the parks department is performing today, the base model is underpowered. The quoted utility vehicles will accomplish this work.

Three quotes were obtained for the Utility Vehicle.

DEALER	MODEL	COST
Powersports	Kubota rtv-xg850wgl-a	\$17,000.00
Proven Power	John Deere Gator 835M	\$17,424.66
Fuel Sports	Polaris Ranger 1000EPS	\$17,575.50

### Recommendation

The Park and Recreation Board recommends the purchase of the John Deere Gator 835M. This vehicle is the same model as our last gator (purchased in 2020), seats three people, has tail light and headlights for road safety and has a dump box with a 1,000 pound capacity. The warranty for this gator is 12 months or 1,000 hours. The total investment in this equipment is \$17,424.66. This exceeds the \$10,485.00 that was approved in the capital outlay of the 2022 budget however, this is the utility vehicle that our fleet needs and costs have increased since the gators were initially quoted.



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FAX (262) 246-5222  
Email: [info@villagesussex.org](mailto:info@villagesussex.org)  
Website: [www.villagesussex.org](http://www.villagesussex.org)

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## MEMORANDUM

To: Village Board  
From: Halie Dobbeck, Parks and Recreation Director  
Date: 04/21/2022  
**Re: ZERO TURN MOWER**

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The 2011 Ferris zero turn mower is 11 years old and due for replacement. This mower is used 4 – 5 days a week during the cutting season (April-October). The Village has two zero turn mowers in its fleet.

There were three quotes obtained for the mower.

DEALER	MODEL	COST
Town and Country	Scag Turf Tiger	\$13,879.00
Town and Country	Ferris ISX3300	\$15,249.00
Fuel Sports	Bad Boy Renegade	\$15,376.00

### Recommendation

The Parks and Recreation Board recommends the purchase of the Scag Turf Tiger. The total investment in this equipment is \$13,879.00. This over the approved \$12,030.00 in the capital outlay of the 2022 budget due to the volatile market. The warranty for this equipment is 2 years on the machine and 3 years on the deck and mower spindles.

March 4, 2022

Judith A. Neu  
Village of Sussex  
Public Works Director / Village Engineer  
N64 W23760 Main Street  
Sussex, WI 53089

Re: Redford Hills – Proposed 45 Lot Subdivision

Dear Judy,

Redford Hills, LLC is proud to propose a new 45 single family lot Rs-3 subdivision in the Village of Sussex. Redford Hills Development Team is comprised of developers George Erwin, John & Anthony Sileno of SCI Real Estate, and Daryl Prusow of Espire Homes. The development team has developed numerous subdivisions in Waukesha County, including three prominent developments in the Village of Sussex: Ancient Oaks, Woodland Creek, and Prides Crossing.

Although Rs3 zoning allows for 90' minimum lot widths, most of proposed lots are 95' – 100' wide, with the average lot size at .56 acres.

The prominent feature of this rolling farmland is the approximate 100' elevation change from the high point in the northwest corner to the low point in the southeast corner. The typical slope of the farm field is ~8%. Properly situating the homes and roads within this sloped site is a key element of this subdivision design.

The site plan generally follows the existing topography with the curvilinear, looped road pattern, and will offer an abundance of basement exposures. Large wooded areas are proposed to be preserved around the east and west perimeter of development, including a conservation easement to the rear of Lots 5 through. Outlot 1 behind lots 16 – 23 includes wetland and INRA woods that will be preserved in perpetuity. Drainage swales will divert water to and dry detention basin, ultimately discharging to the offsite storm water facilities created in Business Park below.

The subdivision will have pedestrian sidewalk per village specifications, and be connected to the business park via a paved access road/ walking path. Natural tree buffers will be preserved along Richmond Road to the north and to the rear of lots 10 through 13. In addition the existing trees were surveyed, and a tree mitigation plan has been created as well as Landscape plans for Street trees, Richmond Road Entrances and the Access Path.

The subdivision is to have two entrances from Richmond Road strategically placed for unobstructed sight distances. The subdivision is to be connected to sanitary sewer and water via the Highlands Business Park. Redford Hills will create high quality, desirable homes in a beautiful setting in the Village, with an abundance of exposures and adjacent to natural amenities to provide a unique experience. We look forward to the Village's approval and are available to answer any questions you may have on this plan.

Sincerely,  
Redford Hills, LLC

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

ORDINANCE NO. 880

AN ORDINANCE TO CONDITIONALLY REZONE  
CERTAIN LANDS IN THE VILLAGE OF SUSSEX FROM  
A-1 AGRICULTURAL DISTRICT WITH ENVIRONMENTAL OVERLAYS  
TO  
RS-3 SINGLE FAMILY RESIDENTIAL DISTRICT,  
WITH ENVIRONMENTAL OVERLAYS

WHEREAS: A petition has been filed by Redford Hills LLC, on behalf of Sussex Corporate Park II, LLC., the property owners of certain lands in the Village of Sussex collectively hereinafter (“Petitioner”) to rezone said properties as described in Exhibit A attached hereto and incorporated herein (“Subject Properties”); and

WHEREAS: Said rezoning petition was submitted to rezone the subject properties to RS -3 Single Family Residential District with Environmental Overlays as described on Exhibit A-1; and

WHEREAS: The Petitioner has supplied all required data pursuant to the Village of Sussex Zoning Code; and

WHEREAS: Upon due notice as required by Section 17.1300 and 17.1400 of the Village Code, the Village Board held a public hearing on \_\_\_\_\_, as required by Section 17.1305 of the Village Code; and

WHEREAS: The Plan Commission has reviewed the basis for approval described in Section 17.1300 of the Village Code and has found that the proposed rezoning is in keeping with the general welfare and good zoning practice of the Village of Sussex, subject to all terms and conditions of this zoning ordinance being satisfied; and

WHEREAS: The subject lands were annexed to the Village approximately one (1) year ago; and

WHEREAS: The Plan Commission as required by Section 17.0401.E. shall within one (1) year of annexation , evaluate and recommend a permanent classification for annexed lands to the Village Board based upon various planning documents and goals with particular emphasis on the Village’s Land Use Plan., and

WHEREAS: The Plan Commission recommended and Village Board adopted a medium density land use with environmental overlays for the subject property, which corresponds with the RS-3 zoning classification; and

WHEREAS: Adjacent residential developments are or will be similar in density and use as RS-3 zoning; and

WHEREAS: The Village Plan Commission of the Village of Sussex has recommended to the Village Board of the Village of Sussex that said zoning change be made upon certain conditions; and

WHEREAS: The Village of Sussex has reviewed the basis for approval of the petition described in Section 17.1300, and concurs with the Village Plan Commission, and makes the same findings, subject to all terms and conditions of this zoning ordinance being duly satisfied as required herein; and

WHEREAS: The Village Board of the Village of Sussex having carefully reviewed the recommendation of the Plan Commission of the Village of Sussex, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such rezoning on the health, safety and welfare of the community, immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved as well as the impact on the surrounding properties as to noise, dust, smoke and odor, and others hereby determine that the rezoning will not violate the spirit or intent of the Zoning Code for the Village of Sussex, will not be contrary to the public health, safety or general welfare of the Village of Sussex, will not be hazardous, harmful, noxious, offensive and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the operation is conducted pursuant to the following conditions and in strict compliance with the same and is consistent with the recommendation found in the Village of Sussex master plan.

NOW, THEREFORE, the Village Board of the Village of Sussex, Waukesha County, Wisconsin, do ordain as follows:

SECTION 1: The subject property as described on **Exhibit A** is hereby rezoned to Rs-3 Single Family Residential District (Approximately 35 acres), with approximately 3 acres of Isolated Natural Resources Overlay and the Zoning Map of the Village of Sussex is hereby amended, subject to the terms and conditions described herein.

SECTION 2: The above rezoning and zoning map amendment is conditioned upon the following conditions, which must be complied with or this ordinance is null and void:

1. Presentation Compliance. The subject property must be developed in substantial conformity with the plans presented to the Plan Commission on January 18, 2022 and March 15, 2022 and in substantial conformity with the presentation at the public hearing at the Village Board on \_\_\_\_\_, 2022 as presented shall be attached hereto and incorporated herein as **Exhibit B**.
2. Preliminary and Final Plat Conditions. The Petitioner shall submit and receive all necessary approvals for a preliminary plat and a final plat, and shall satisfy all conditions of the same.
3. Phasing Plan. The Development shall be developed as one phase.

4. Road Width and Length. The Public Road widths shall be 33' measured back of curb to back of curb. The Plan Commission and Village Board find that this width is appropriate to provide safe and convenient access in accordance with this neighborhood plan, 18.0701 and 18.0703 of the Village Code.
5. Special Assessment. The payment of outstanding special assessments owed on this property must be paid in full prior to starting any site work.
6. Construction Sequencing Plan. Subject to the Developer submitting to and receiving approval from the Village Engineer a construction sequencing plan to ensure safe and adequate construction development of the site for public safety access, utility development, and customer access at all times. pattern that has two access points to the existing public roadway system.
7. Housing Monotony Clause. As required in the Village Design Standards and Chapter 17 Section 17.1002 (B)(2), no single family detached building shall be permitted that design or exterior appearance of which is so identical to a building on lots within 500 feet of each other that it creates monotony or drabness.
8. Required Plans and Engineer Satisfaction. Subject to the Petitioner submitting to and receiving written approval from the Village of all of the following plans for the entire subject property, prior to the rezoning ordinance taking effect. Said plans shall satisfy all comments, conditions, and concerns of the Village Engineer.
  - A. Utility Plans for the entire site including any necessary utility extensions or oversizing necessary to properly connect the development site's utilities with the Village system. Including, but not limited to:
    1. Sewer System Plans
    2. Water System Plans including the water loop along Richmond Road, extending water and sewer from Highlands Drive per the approved route and individual boosters for the Lots 1-4 and 42-45.
    3. Storm water Management Plans with the appropriate maintenance requirements and outlots. The outlots for the stormwater ponds shall be owned by the Village.
    4. Utilities within and fronting the subject lands shall be buried per Village Ordinance (including Village and Private utilities like electric, gas, etc.).
  - B. Master Street Lighting Plan for the entire site.
  - C. Sidewalk and Path Plan for the entire site shown on the plat including location, width, and materials of the sidewalks. Sidewalk shall be established from the development to Highlands Drive with a maintenance agreement for winter snow removal and ongoing maintenance requirements. Sidewalks shall be on one side of all non cul-de sac roads internal to the subdivision.

D. Environmental Plans

1. Street Tree Plan for the entire site, which shall be planted by the Developer in either optimal spring or fall planting season, but no later than October of 2023.
2. Landscape plan for common areas including necessary easements for ongoing maintenance by homeowners association as may be appropriate. In particular a specific plan for buffering the homes/units along Richmond Road.
3. Tree Mitigation and Preservation Plan and payment of any fees associated with said plan. In addition a specific deed restriction in a form approved by the Village Attorney being placed against said lots where the trees and soil are to be left preserved according to said plan in lots 5-9. The 5 lots shall also be marked to indicate permanently where this line of restriction exists at each lot line.

E. Street plans internal to the subdivision and including, but not limited to any necessary improvements for Richmond Road for the access points and improvements necessary to gain access for the same. The street plan shall accommodate the US postal service centralized mailbox standards.

F. Grading Plan. Due to the steep grade changes a specific grading plan shall be established for the site, which shall be noticed by the Petitioner to lot buyers and will be enforced strictly by the Village to ensure safety and welfare of the community.

10. Developer's Agreement. Prior to development of the Subject Property or any portion thereof, the Developer of the Subject Lands or portion thereof is required to enter into a Developer's Agreement as approved by the Village prior to the approval of permits for grading and start of construction.
11. Professional Fees. Petitioner shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this rezoning petition, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional rezoning ordinance due to a violation of these conditions.
12. Payment of Charges. Any unpaid bills owed to the Village by the owner of subject lands or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village: shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627. Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional rezoning ordinance that is subject to all remedies available to the Village, including possible cause for termination of the conditional rezoning ordinance.

13. Acceptance. Subject to the petitioner approving in writing the issuance of the conditional rezoning ordinance, and that the petitioner understands and accepts the same, and that upon failure to satisfy these conditions, this conditional rezoning ordinance is void, and the same is deemed not to have been approved, and the Petitioner will therefore need to re-commence the application process for rezoning of the property.
14. One Year to Satisfy Conditions. Subject to the petitioner satisfying all of the aforementioned conditions within one year of the Village Board adopting this conditional rezoning ordinance. The Village Board may grant additional time solely at the discretion of the Village Board upon request for an extension by the Developer.

SECTION 3: The Village Engineer is hereby authorized and directed to note this rezoning on the Official Zoning Map of the Village of Sussex upon successful development of the property and satisfaction of all conditions in Section 2 of this Ordinance.

SECTION 4. SEVERABILITY. The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of the court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and not affect the validity of all other provisions, sections or portions thereof of the ordinance which shall remain in full force and effect. Any other ordinances are hereby repealed as to those terms that conflict.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

VILLAGE OF SUSSEX

\_\_\_\_\_  
Anthony LeDonne  
Village President

ATTEST: \_\_\_\_\_  
Jennifer Moore  
Interim Village Clerk-Treasurer

Published and/or posted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



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Website: [www.villagesussex.org](http://www.villagesussex.org)

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## MEMORANDUM

To: Village Board

From: Jeremy Smith, Village Administrator

Re: Redford Hills Developer's Agreement

Date: 3/23/2022

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Please find the Redford Hills Developer's Agreement language enclosed. The 45 lot subdivision is being conditionally approved based upon RS-3 base zoning. The agreement is very close to model language that is used, but here are some unique aspects of the development.

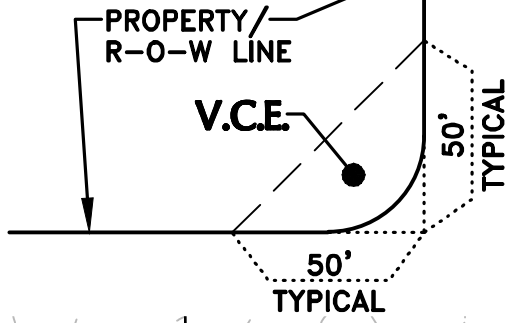
- Approximately 7 lots will require a booster pump for water pressure. This is because the site rises over 100 feet in elevation. When the property to the north is developed the Village will have to install a booster pump system for the whole area, but for now these 7 homes will have stand alone pumps. By PSC rule the Village must own these, but they are installed inside the house, and the Developer will pay for their initial installation.
- Tree Mitigation. The Development hits the cap of \$100,000 for tree mitigation, which is offset by tree planting of about \$57,000. The remaining \$43,000 will be paid by the Developer to the Village for planting trees in our parks and rights of way. This amount may change as the final landscape plan is approved.
- The Developer intends for this to be a parade of homes site and construction will commence right away in anticipation of that goal. The Village will still need to approve that fact and will consider safety and completion requirements before granting final approval for that.
- The Site has a very significant grade change, which will set up for amazing views and walk outs, but will also lead to construction and erosion control challenges until we get to stabilization. The Views are amazing from the hill, but it will look over a commercial and business park area of STH 164 and K.
- It is anticipated this site will add about \$30 million and produce about \$160,000 in annual Village taxes when fully built with one time revenues of about \$500,000. Service costs including infrastructure depreciation will annually cost about \$152,000 netting about \$8,000 once the TIF closes. There will also be sewer, storm, and water revenues. This Development will help facilitate ahead of schedule growth for the TIF.

LEGEND	
	PROPOSED FIRE HYDRANT
	EXISTING WATERMAIN
	PROPOSED WATERMAIN
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING CONTOUR

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

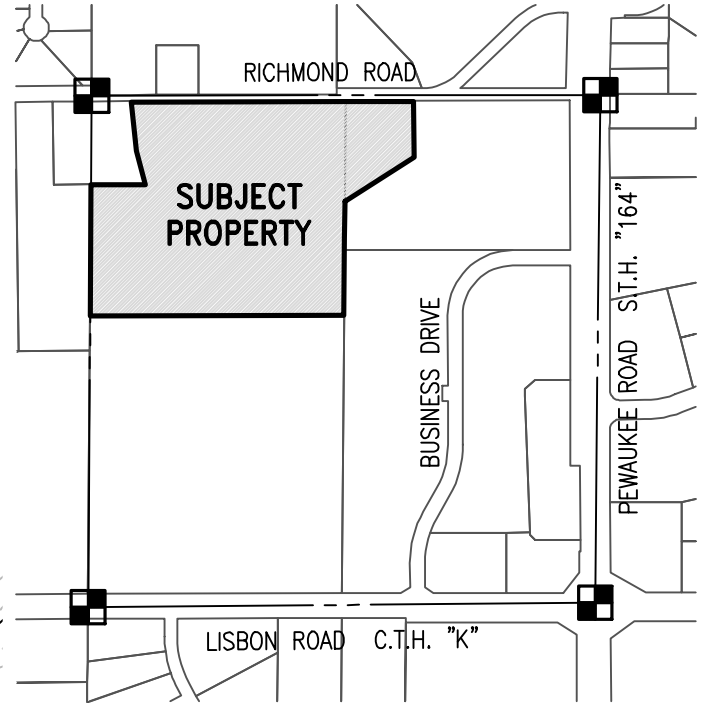
Corner lots & outlots are herein subject to a Vision Corner Easement in that nothing may be grown, stored or erected to a height more than two feet above ground surface.

VISION CORNER EASEMENT DETAIL



PRELIMINARY PLAT  
OF  
REDFORD HILLS

BEING A PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST,  
IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.



LOCALITY MAP:

N.E. 1/4, SEC. 33, T. 8 N., R. 19 E.  
SCALE: 1"=1000'

SITE DATA TABLE:

<b>TOTAL AREA</b>	
- SUSSEX CORPORATE PARK II =	31.48 acres
- EQUITY TRUST COMPANY =	3.31 acres
- TOTAL RESIDENTIAL AREA =	34.79 acres
<b>PROPOSED SINGLE FAMILY 45 lots</b>	
<b>DENSITY</b> 45 / 34.79 = 1.29 un/ac	
<b>OPEN SPACE (Outlots) = 5.97 acres (17.16%)</b>	
- O.L. #1 is dedicated to the Village of Sussex for storm water management, public access, and public utility purposes.	
- O.L. #1 contains INRA and wetlands to be preserved.	
<b>PROPOSED ZONING = Rs-3</b>	
- LOT AREA =	15,000 sf
- LOT WIDTH =	90' minimum
<i>Note that the typical lot width is 95' - 100' (varies)</i>	
<b>SETBACKS</b>	
- STREET =	30'
- SIDE YARD =	15'
- REAR YARD =	25'
<b>AVERAGE LOT SIZE</b> 24,503 sf (0.56 ac)	
- Includes 4.88 acres of tree preservation and/or drainage easement area on the backs of lots 5 - 9.	
<b>STREET LENGTH =</b> 2,610 lf (58.0 lf/lot)	

INRA NOTES:

- Total INRA to remain in Highlands Business Park =	10.25 ac
- Total INRA reduction for Lots 22-24 & 26-32 =	2.54 ac
- Original INRA area in Highlands Business Park =	12.79 ac
- Rear yard runoff from Lots 24 - 30 will be swaled around the wetland and will drain to the proposed Dry Pond, and ultimately to the Wet Pond and Infiltration Basin recently constructed in Phase B of the Highlands Business Park. There will be no water quality impacts to the isolated wetland as a result of this project.	

EASEMENT LEGEND:

- (A) - 40' WIDE LANDSCAPE EASEMENT
- (B) - 40' WIDE PUBLIC UTILITY & ACCESS CORRIDOR
- (C) - PUBLIC STORM WATER DRAINAGE EASEMENT
- (D) - 20' WIDE PUBLIC STORM SEWER AND DRAINAGE EASEMENT
- (E) - 11' WIDE PUBLIC SIDEWALK EASEMENT

DEVELOPMENT SUMMARY:

- Tax Key No. SUXV0273998001 & SUXV0273999014
- Subdivision contains approximately 34.7939 Acres.
- Subdivision contains 45 Lots and 1 Outlot.
- All lots to be served by Sanitary Sewer and Watermain.
- Public Roads to have Concrete Curb and Gutter, Asphalt Pavement with Storm Sewer.
- All lots to have Underground Telephone, Electric, and Gas Service.
- Zoning = Rs-3
- Stormwater Management Facilities are located on Outlot 1 of this Subdivision. Outlot 1 shall be owned and maintained by the Village of Sussex. Stormwater Management per Village and DNR requirements are provided regionally by the Highlands Business Park.

TREE PRESERVATION EASEMENT RESTRICTIONS:

- The Tree Preservation Easement areas shall be subject to the following restrictions:
- The removal or destruction of any vegetative cover, i.e., trees and shrubs, 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.
  - Grading, filling and removal of topsoil or other earthen material are prohibited unless specifically authorized by the municipality in which this is located.
  - The introduction of plant material not indigenous to the existing environment is prohibited unless specifically authorized by the municipality.

WETLAND DELINEATION NOTE:

Wetland boundaries shown herein are based on a field delineation and Wetland Delineation Report prepared by Heartland Ecological Group, Inc. conducted in June of 2018.

HORIZONTAL DATUM PLANE:

All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the West line of the N.E. 1/4 of Section 33, Town 8 North, Range 19 East, bears N0°25'16"E.

VERTICAL DATUM PLANE:

All elevations are referenced to the National Geodetic Vertical Datum of 1929 per field survey information collected by Trio Engineering, LLC in January of 2022 & Waukesha County GIS topographic data.

AGENCIES HAVING THE AUTHORITY TO OBJECT:

- State of Wisconsin, Dept. of Administration
- Waukesha County, Dept. of Parks and Land Use

APPROVING AUTHORITY:

- Village of Sussex

DEVELOPER:

GEORGE ERWIN, III & CAC INVESTMENTS, LLC  
2300 N. MAYFAIR RD, STE 1175  
MILWAUKEE, WI 53266  
PHONE: (414) 258-4300  
FAX: (414) 258-5487

ENGINEER / SURVEYOR:

TRIO ENGINEERING, LLC  
4100 N. CALHOUN ROAD, SUITE 300  
BROOKFIELD, WISCONSIN 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481

SURVEYOR'S CERTIFICATE:

I hereby certify that this preliminary plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the subdivision and platting code of the Village of Sussex.

Date: 03-04-22

*Grady L. Gosser*

Grady L. Gosser, R.L.S.  
Professional Land Surveyor S-2972  
TRIO ENGINEERING, LLC  
4100 N. Calhoun Road, Suite 300  
Brookfield, WI 53005  
Phone: (262)790-1480 Fax: (262)790-1481



4100 N. CALHOUN RD, SUITE 300  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: jprudetto@trioeng.com

PROJECT:  
**REDFORD HILLS**  
SINGLE FAMILY DEVELOPMENT  
VILLAGE OF SUSSEX, WISCONSIN  
BY: GEORGE ERWIN, III  
CAC INVESTMENTS, LLC

REVISION HISTORY

DATE	DESCRIPTION
3/04/2022	VILLAGE SUBMITTAL

DATE:

MARCH 4, 2022

JOB NUMBER:

21-058-1013

DESCRIPTION:

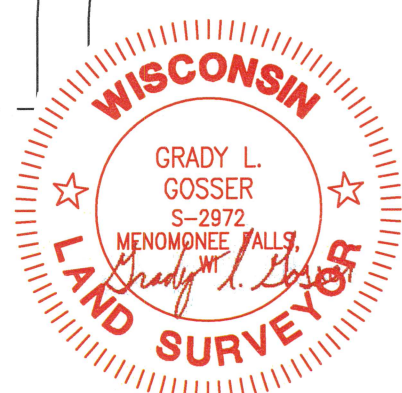
PRELIMINARY  
PLAT

SHEET

1 OF 1

X:\2021\21-058-1013 34 AC RICHMOND RD SUSSEX DRAWINGS SURVEY PLATS\150PRP01-REDFORD HILLS-22\34.DWG

K:\2021\21-058-1013 34 Ac Richmond Rd Sussex\Drawings\Survey\EXHIBITS\885DEX-REZONING.dwg



**DATE: 3-8-22**

# REZONING EXHIBIT "B"

## LEGAL DESCRIPTION:

All that part of Lot 3 of Certified Survey Map No. 12196 and Unplatted Lands, being located in a part of the Northwest 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, County of Waukesha, State of Wisconsin, now being more particularly bounded and described as follows:

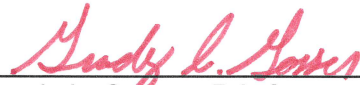
Commencing at the North 1/4 Corner of said Section 33; Thence North 89°54'44" East and along the North line of the said Northeast 1/4 Section and the centerline of "Richmond Road", 202.50 feet to a point; Thence South 06°09'16" East, 33.19 feet to a point on the South Right-of-Way line of said "Richmond Road" and the place of beginning of lands hereinafter described;

Thence North 89°54'44" East and along the said South Right-of-Way line being parallel to and at a right angle distance of 33.00 feet from the said North line of the said Northeast 1/4 Section, 1471.69 feet to a point; Thence South 01°16'53" East, 291.20 feet to a point; Thence South 57°22'23" West, 426.34 feet to a point on the West line of said Certified Survey Map No. 12196; Thence South 00°33'24" West and along the said West line, 592.41 feet to a point; Thence South 89°54'39" West, 1322.78 feet to a point on the West line of the said Northeast 1/4 Section; Thence North 00°25'16" East and along the said West line of the said Northeast 1/4 Section, 681.07 feet to a point; Thence North 89°54'44" East and along the South line of Certified Survey Map No. 7620, 282.00 feet to a point; Thence North 14°09'16" West and along the East line of said Certified Survey Map No. 7620, 185.54 feet to a point; Thence North 06°09'16" West and along the said East line of said Certified Survey Map No. 7620, 253.31 feet to the point of beginning of this description

Said Parcel contains 1,515,621 Square Feet (or 34.7939 Acres) of land, more or less.

Date: 3/8/22

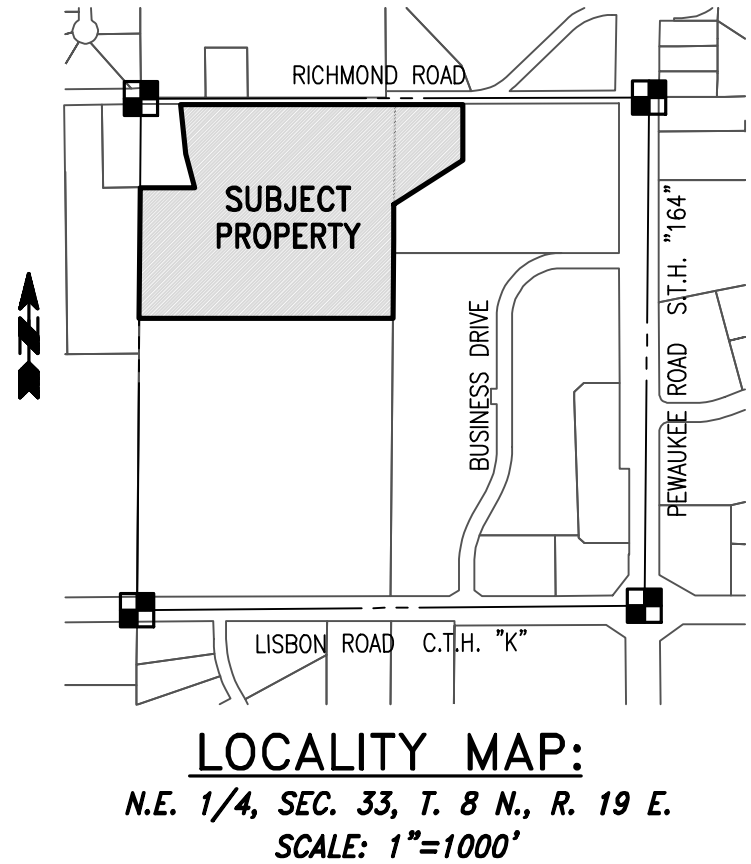
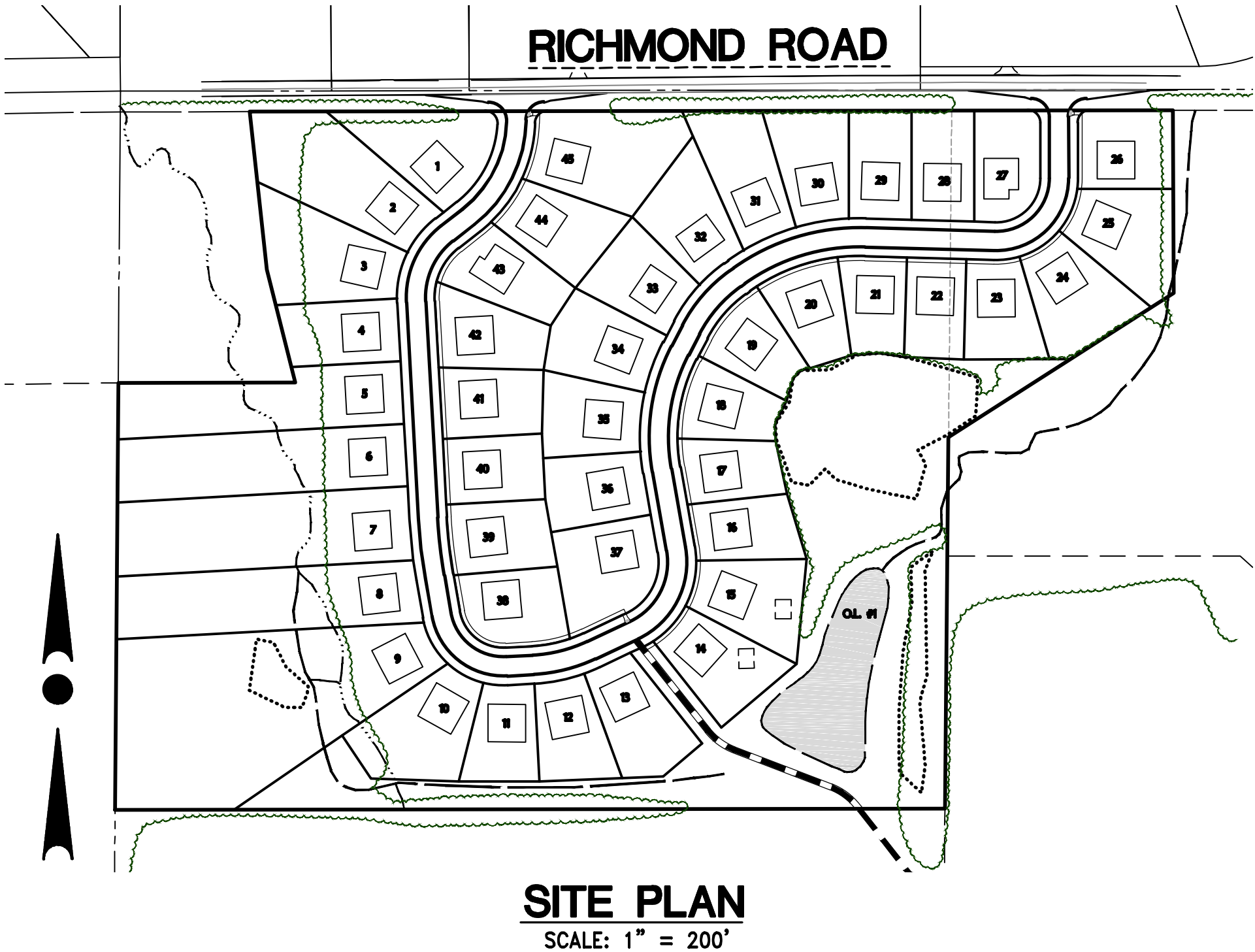


  
Grady L. Gosser, P.L.S.  
Professional Land Surveyor, S-2972  
**TRIO ENGINEERING, LLC**  
4100 N. Calhoun Road, Suite 300  
Brookfield, WI 53005  
Phone: (262)790-1480 Fax: (262)790-1481

GENERAL NOTES

- THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
  - STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
  - THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
  - WMNR STORMWATER RUNOFF TECHNICAL STANDARDS.
  - WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
  - VILLAGE OF SUSSEX STANDARDS & REQUIREMENTS FOR DEVELOPMENT, LATEST EDITION.
- THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
- EROSION CONTROL PLAN: THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING ALL EROSION CONTROL MEASURES AS ILLUSTRATED ON THE APPROVED PLAN. THE VILLAGE ENGINEER RESERVES THE RIGHT TO REQUIRE ANY ADDITIONAL EROSION CONTROL MEASURES AS DEEMED NECESSARY DURING THE COURSE OF CONSTRUCTION.
- THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
- THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.
- PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.
- ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.
- ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
- THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS DAILY (OR AS ORDERED BY ENGINEER) AS REQUIRED BY MUNICIPAL ORDINANCE.
- THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND ADVANCE WARNING SIGNAGE ALONG MAPLE AVENUE DURING TRUCKING OPERATIONS AND PAVING, GRADING, & UTILITY WORK ALONG & WITHIN MAPLE AVENUE RIGHT-OF-WAY. THIS PLAN SHALL BE APPROVED BY THE VILLAGE OF SUSSEX.

REDFORD HILLS  
PRELIMINARY SITE DEVELOPMENT PLANS  
VILLAGE OF SUSSEX, WISCONSIN



4100 N. CALHOUN RD., SUITE 300  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: info@trioeng.com

PROJECT:  
**REDFORD HILLS**  
SINGLE FAMILY DEVELOPMENT  
VILLAGE OF SUSSEX, WISCONSIN  
BY: **GEORGE ERWIN, III**  
**CAC INVESTMENTS, LLC**

REVISION HISTORY

DATE	DESCRIPTION
3/04/2022	VILLAGE SUBMITTAL

DATE:

MARCH 4, 2022

JOB NUMBER:

21-040-953

DESCRIPTION:

COVER  
SHEET

SHEET

T1

SHEET INDEX

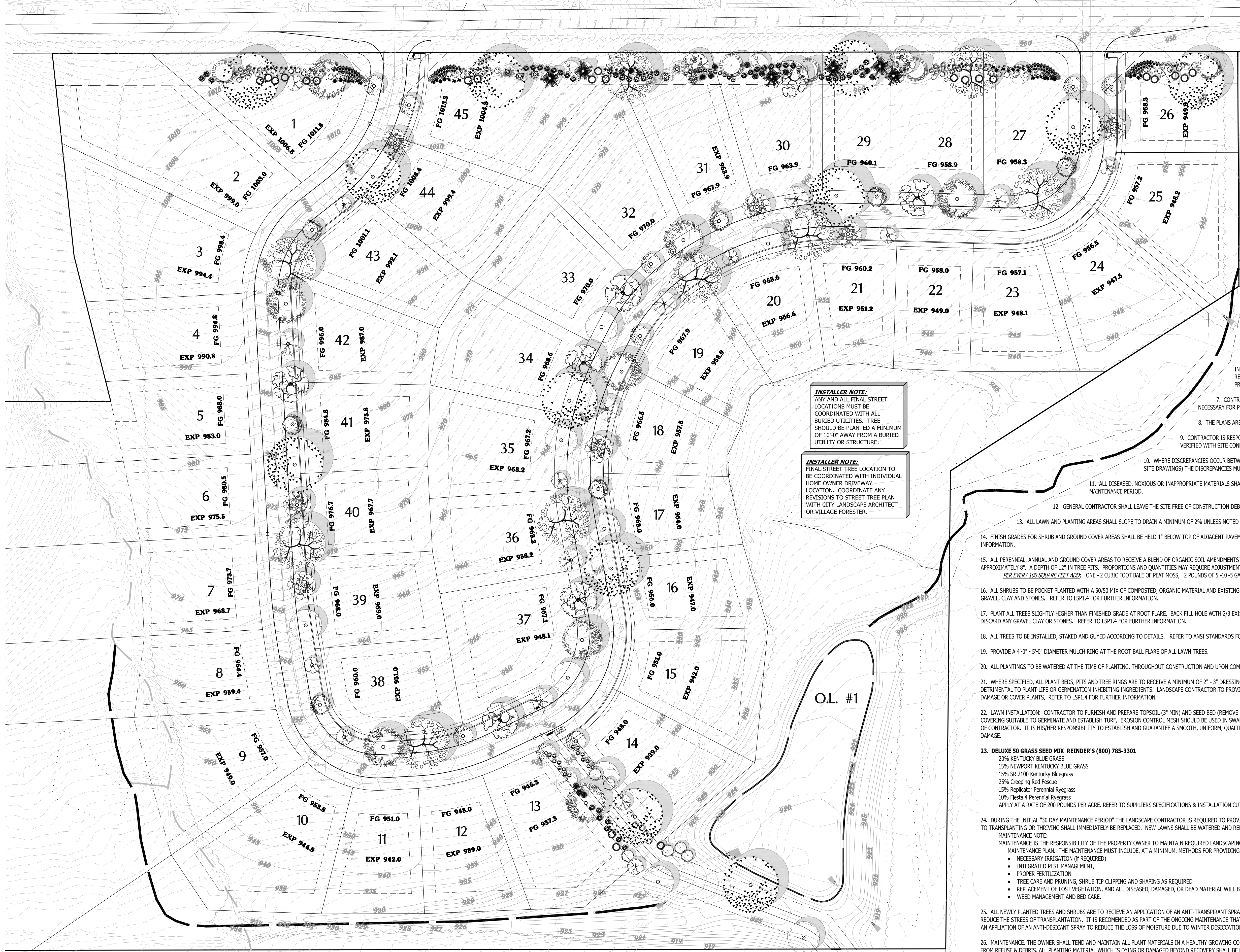
CIVIL	
T1	- COVER SHEET
C1.0	- PROPOSED SITE PLAN
C1.1	- TREE IMPACT PLAN
C2.0	- OVERALL PRELIMINARY GRADING PLAN
C2.1-C2.2	- PRELIMINARY GRADING & DRAINAGE PLANS
C3.0	- OVERALL UTILITY SYSTEM PLAN
C3.1-C3.2	- PRELIMINARY UTILITY SYSTEM PLANS
C4.0-C4.1	- CONSTRUCTION NOTES & DETAILS



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.  
**CALL DIGGERS HOTLINE 1-800-242-8511**

NOTE:  
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

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SITE INFORMATION		
USDA PLANT HARDINESS ZONE	5a (-20 to -15 Degrees F)	
LOT ZONING	RS-3 - Residential	
TOTAL LOT AREA	34.79 Acre	
TOTAL EXISTING TREE DBH TO BE REMOVED	3,207 DBH	
TOTAL TREE DBH PROPOSED	426 DBH INCHES	
TOTAL TREE DBH DEFICIT	2781 DBH INCHES	

- LANDSCAPE PLAN GENERAL NOTES**
- PLANT MATERIAL SHOWN ON LANDSCAPE PLAN IS DEPICTED AT MATURE GROWTH.
1. AT LEAST SEVENTY-TWO HOURS PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL VERIFY UTILITY LOCATIONS AS GIVEN BY THE ELECTRIC, GAS, TELEPHONE, WATER, SEWER, AND CABLE TELEVISION COMPANIES, UTILITIES OR ENTITIES. REVIEW WITH OWNER'S REPRESENTATIVE SITE MECHANICAL, SITE ELECTRICAL AND LIGHTING, SITE GRADING AND DRAINAGE, SITE IRRIGATION AND ALL OTHER DRAWINGS PERTAINING TO UNDERGROUND UTILITY LOCATIONS. RECORD SET OF INFORMATION THE SAME AS IN POSSESSION OF OWNER'S REPRESENTATIVE. ALSO REVIEW OWNER'S "MARK SETS" OF ALL OF THESE DRAWINGS IN POSSESSION OF THE CONTRACTOR OR OWNER. MARK ALL SUCH UTILITIES ON THE SITE PRIOR TO COMMENCING. COORDINATE WITH OWNER BEFORE AND DURING CONSTRUCTION. REPAIR ANY DAMAGE TO ANY SYSTEM THAT IS CAUSED BY LANDSCAPE CONTRACTOR AT NO COST TO OWNER.
  2. ALL PLANTINGS SPECIFIED FOR THE RICHMOND HIGHLANDS PROJECT PLANTING TABLES SHALL COMPLY WITH STANDARDS AS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1 2014 AND ANSI STANDARDS FOR PLANTING 2012.
  3. ALL DEVIATIONS FROM THE APPROVED RICHMOND HIGHLANDS PROJECT PLANS SHALL BE NOTED ON THE RECORD DRAWINGS BY THE CONTRACTOR AND MAY BE EXECUTED ONLY WITH PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE. VERBAL AGREEMENTS OR REVISIONS WITHOUT A CHANGE ORDER WILL NOT BE RECOGNIZED BY LANDSCAPE ARCHITECT AND OWNER.
  4. ALL PLANTS MUST BE 810 AND SELECTED PER THE SPECIES SPECIFIED ON THE PLANS. ANY SPECIES SUBSTITUTIONS MUST BE APPROVED IN WRITING BY LANDSCAPE ARCHITECT. THE SIZES OF PLANT MATERIAL LISTED HEREIN IS A MINIMUM ACCEPTABLE SIZE. ADDITIONALLY, IF EXCESSIVE PRUNING REDUCES THE CROWN THE PLANT SHALL BE REPLACED.
  5. PROTECT PUBLIC FROM CONSTRUCTION BY BARRIERS AND BARRICADES.
  6. ALL AREAS THAT WERE DISTURBED DURING CONSTRUCTION AND AREAS NOT COVERED WITH PAVEMENT, BUILDING, PLANTING BEDS, OR TREE PITS ARE TO BE TOPSOILED 3" DEEP (MIN.) AND SHALL BE SODDED/SEEDED WITH SPECIFIED LAWN GRASS. LANDSCAPE CONTRACTOR SHALL INCLUDE COST PER SQUARE YARD FOR ADDITIONAL SEED OPERATIONS AS MAY BE POSSIBLY REQUIRED TO REESTABLISH ADJACENT TURF GRASS AREAS WHICH MAY BECOME DAMAGED DURING THE CONSTRUCTION PROCESS OR TO REPAIR DAMAGE DONE BY OTHERS.
  7. CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, AND PLANTS NECESSARY FOR PROPER PLANTING AND INSTALLATION OF ALL LANDSCAPE MATERIAL.
  8. THE PLANS ARE TO SUPERSEDE THE PLANT LIST IN ALL CASES.
  9. CONTRACTOR IS RESPONSIBLE FOR ALL ESTIMATING AND BIDDING, ALL AREAS, QUANTITIES MATERIALS SHOULD BE FIELD VERIFIED WITH SITE CONDITION.
  10. WHERE DISCREPANCIES OCCUR BETWEEN THE LANDSCAPE PLANS AND/OR ARCHITECTURAL AND/OR THE CIVIL DRAWINGS (AND ANY OTHER SITE DRAWINGS) THE DISCREPANCIES MUST BE BROUGHT TO THE LANDSCAPE ARCHITECT'S ATTENTION FOR COORDINATION AND RESOLUTION.
  11. ALL DISEASED, NOXIOUS OR INAPPROPRIATE MATERIALS SHALL BE REMOVED FROM THE PROPOSED SITE PRIOR TO THE START OF CONSTRUCTION AND DURING THE MAINTENANCE PERIOD.
  12. GENERAL CONTRACTOR SHALL LEAVE THE SITE FREE OF CONSTRUCTION DEBRIS.
  13. ALL LAWN AND PLANTING AREAS SHALL SLOPE TO DRAIN A MINIMUM OF 2% UNLESS NOTED OTHERWISE AND REVIEWED WITH OWNER'S REPRESENTATIVE FOR FINAL APPROVAL.
  14. FINISH GRADES FOR SHRUB AND GROUND COVER AREAS SHALL BE HELD 1" BELOW TOP OF ADJACENT PAVEMENTS AND CURBS, UNLESS NOTED OTHERWISE ON THE PLANS. REFER TO LSP1.4 FOR FURTHER INFORMATION.
  15. ALL PERENNIAL, ANNUAL AND GROUND COVER AREAS TO RECEIVE A BLEND OF ORGANIC SOIL AMENDMENTS PRIOR TO PLANTING. TILL THE FOLLOWING MATERIALS INTO EXISTING TOPSOIL TO A DEPTH OF APPROXIMATELY 8". A DEPTH OF 12" IN TREE PITS. PROPORTIONS AND QUANTITIES MAY REQUIRE ADJUSTMENT DEPENDING ON THE CONDITION OF EXISTING SOIL. REFER TO LSP1.4 FOR FURTHER INFORMATION.  
*PER EVERY 100 SQUARE FEET ADD:* ONE - 2 CUBIC FOOT BALE OF PEAT MOSS, 2 POUNDS OF 5-10-5 GARDEN FERTILIZER, 1/4 CUBIC YARD OF COMPOSTED MANURE OR OTHER COMPOSTED, ORGANIC MATERIAL.
  16. ALL SHRUBS TO BE POCKET PLANTED WITH A 50/50 MIX OF COMPOSTED, ORGANIC MATERIAL AND EXISTING SOIL. INSTALL TOPSOIL INTO ALL BEDS AS NEEDED TO ACHIEVE PROPER GRADE. REMOVE ALL EXCESSIVE GRAVEL, CLAY AND STONES. REFER TO LSP1.4 FOR FURTHER INFORMATION.
  17. PLANT ALL TREES SLIGHTLY HIGHER THAN FINISHED GRADE AT ROOT FLARE. BACK FILL HOLE WITH 2/3 EXISTING TOPSOIL AND ORGANIC SOIL AMENDMENTS SPECIFIED IN NOTE 15. AVOID ANY AIR POCKETS. DISCARD ANY GRAVEL CLAY OR STONES. REFER TO LSP1.4 FOR FURTHER INFORMATION.
  18. ALL TREES TO BE INSTALLED, STAKED AND GUYED ACCORDING TO DETAILS. REFER TO ANSI STANDARDS FOR PLANTING 2012 AND DETAILS ON LSP1.4 FOR FURTHER INFORMATION.
  19. PROVIDE A 4'-0" - 5'-0" DIAMETER MULCH RING AT THE ROOT BALL FLARE OF ALL LAWN TREES.
  20. ALL PLANTINGS TO BE WATERED AT THE TIME OF PLANTING, THROUGHOUT CONSTRUCTION AND UPON COMPLETION OF PROJECT AS REQUIRED.
  21. WHERE SPECIFIED, ALL PLANT BEDS, PITS AND TREE RINGS ARE TO RECEIVE A MINIMUM OF 2" - 3" DRESSING OF SHREDDED HARDWOOD OAK BARK MULCH SHAVINGS FREE OF GROWTH, WEEDS, FOREIGN MATTER DETRIMENTAL TO PLANT LIFE OR GERMINATION INHIBITING INGREDIENTS. LANDSCAPE CONTRACTOR TO PROVIDE A SAMPLE TO OWNER FOR APPROVAL. CONTRACTOR TO TAKE CARE WITH INSTALLATION NOT TO DAMAGE OR COVER PLANTS. REFER TO LSP1.4 FOR FURTHER INFORMATION.
  22. LAWN INSTALLATION: CONTRACTOR TO FURNISH AND PREPARE TOPSOIL (3" MIN) AND SEED BED (REMOVE ALL STONES 1" OR LARGER), APPLY STARTER FERTILIZER AND SEED UNIFORMLY. PROVIDE A MULCH COVERING SUITABLE TO GERMINATE AND ESTABLISH TURF. EROSION CONTROL MESH SHOULD BE USED IN SWALES AND STEEP GRADES WHERE APPLICABLE. METHODS OF INSTALLATION MAY VARY AT THE DISCRETION OF CONTRACTOR. IT IS HIS/HER RESPONSIBILITY TO ESTABLISH AND GUARANTEE A SMOOTH, UNIFORM, QUALITY TURF. IF STRAW MULCH IS USED AS A COVERING, A TACKIFIER MAY BE NECESSARY TO AVOID WIND DAMAGE.
  23. **DELUXE 50 GRASS SEED MIX REINDER'S (800) 785-3301**  
20% KENTUCKY BLUE GRASS  
15% NEWPORT KENTUCKY BLUE GRASS  
15% SR 2100 Kentucky Bluegrass  
25% Creeping Red Fescue  
15% Replicator Perennial Ryegrass  
10% Fiesta 4 Perennial Ryegrass  
APPLY AT A RATE OF 200 POUNDS PER ACRE. REFER TO SUPPLIERS SPECIFICATIONS & INSTALLATION CUT SHEETS FOR FURTHER FORMATION
  24. DURING THE INITIAL "30 DAY MAINTENANCE PERIOD" THE LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE AND ON-GOING PLEASANT VISUAL ENVIRONMENT WHEREAS ANY PLANT WHICH IS NOT RESPONDING TO TRANSPLANTING OR THRIVING SHALL IMMEDIATELY BE REPLACED. NEW LAWNS SHALL BE WATERED AND REPAIRED AND WEEDS MUST CONSTANTLY BE REMOVED, NO EXCEPTIONS WILL BE GRANTED.  
MAINTENANCE NOTE:  
MAINTENANCE IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN REQUIRED LANDSCAPING IN ACCORDANCE WITH THE MUNICIPALITY'S PROPERTY MAINTENANCE CODE AND AN APPROVED MAINTENANCE PLAN. THE MAINTENANCE MUST INCLUDE, AT A MINIMUM, METHODS FOR PROVIDING THE FOLLOWING:
    - NECESSARY IRRIGATION (IF REQUIRED)
    - INTEGRATED PEST MANAGEMENT,
    - PROPER FERTILIZATION
    - TREE CARE AND PRUNING, SHRUB TIP CLIPPING AND SHAPING AS REQUIRED
    - REPLACEMENT OF LOST VEGETATION, AND ALL DISEASED, DAMAGED, OR DEAD MATERIAL WILL BE REPLACED BY THE END OF THE FOLLOWING PLANTING SEASON IN PERPETUITY.
    - WEED MANAGEMENT AND BED CARE.
  25. ALL NEWLY PLANTED TREES AND SHRUBS ARE TO RECEIVE AN APPLICATION OF AN ANTI-TRANSPIRANT SPRAY THAT WILL EFFECTIVELY REDUCE THE WATER LOSS OF TRANSPIRATION OF PLANT MATERIAL AND REDUCE THE STRESS OF TRANSPLANTATION. IT IS RECOMMENDED AS PART OF THE ONGOING MAINTENANCE THAT ANY BROADLEAF EVERGREEN AND CONIFEROUS TREE AND SHRUBS (EXCLUDING ARBORVITAE) RECEIVE AN APPLICATION OF AN ANTI-DESICCANT SPRAY TO REDUCE THE LOSS OF MOISTURE DUE TO WINTER DESICCATION.
  26. MAINTENANCE, THE OWNER SHALL TEND AND MAINTAIN ALL PLANT MATERIALS IN A HEALTHY GROWING CONDITION AS PER THE APPROVED PLAN. PLANTINGS SHALL BE REPLACED WHEN NECESSARY AND KEPT FREE FROM REFUSE & DEBRIS. ALL PLANTING MATERIAL WHICH IS DYING OR DAMAGED BEYOND RECOVERY SHALL BE REPLACED WITHIN SIX (6) MONTHS OR BY THE NEXT PLANTING SEASON, WHICHEVER COMES FIRST.
  27. LANDSCAPE / SITE DEMOLITION CONTRACTOR TO VERIFY LOCATIONS OF EXISTING TREES AND SHRUBS TO BE SALVAGED AND CLEARLY TAG THEM WITH MARKING TAPE AND CONSTRUCTION FENCE.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

**DIGGERS HOT LINE**

WISCONSIN STATUTE 182.0175 (1974) REQUIRES A MINIMUM OF 3 DAYS NOTICE BEFORE YOU EXCAVATE (NOT INCLUDING SATURDAY, SUNDAY OR LEGAL HOLIDAYS)

UNDERGROUND SEWER AND UTILITY INFORMATION AS SHOWN IS OBTAINED FROM THE RECORDS OF MUNICIPALITY AND LOCAL UTILITY COMPANIES. THE ACCURACY OF WHICH CAN NOT BE GUARANTEED OR CERTIFIED TO. THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS SURVEY ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN CALL THE MILWAUKEE UTILITY ALERT NETWORK

(800) 242-8511, (242) 432-7910  
(877) 500-9592  
[www.diggershotline.com](http://www.diggershotline.com) OR

**811**

Know what's below.  
Call before you dig.

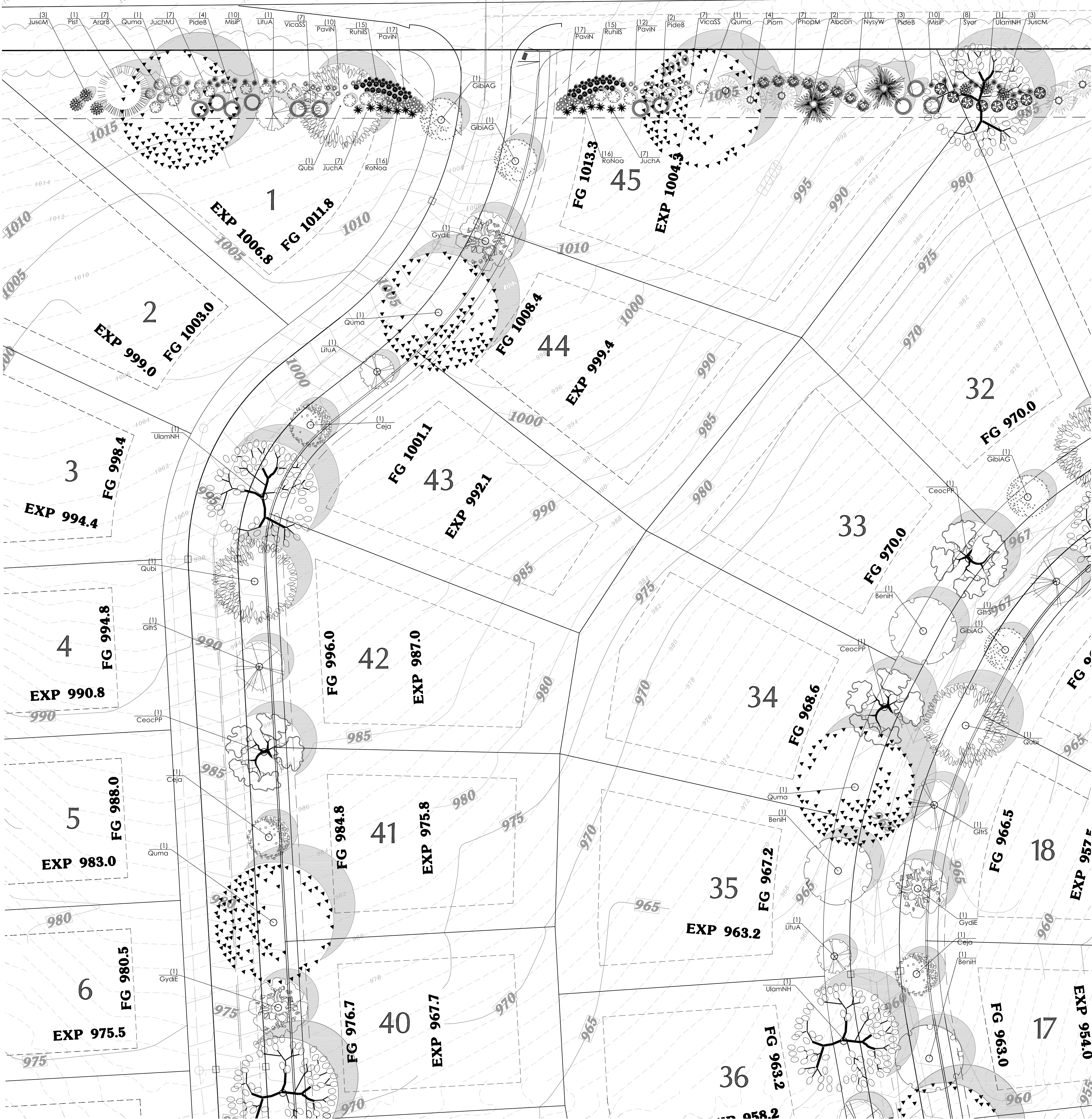
Issuance and Revisions:		
Date	Number	Description
03/04/22		Village Submittal

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Sheet Title:  
**PROPOSED LANDSCAPE PLAN, GENERAL NOTES, AND PLANT MATERIAL TABLE**

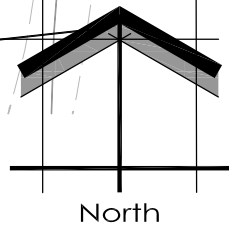
Date of Drawing: 03/04/22  
Scale: 1" = 20'-0"  
Drawn By: MCD  
Job Number: L22-014  
Sheet Number:

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These progress documents reflect progress & intent & may be subject to change, including additional notes and detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.  
L22-014 - REDFORD HILLS - 03/04/2022



1 PROPOSED PARTIAL LANDSCAPE PLAN

SCALE: 1" = 30'-0"



Proposed Plant Material Table Street Yard Buffer West of Entrance - LSP1.1

Broadleaf Deciduous Tree				
Quantity	Code Name	Symbol	Scientific Name	Common Name
1	LituA		Liriodendron Tulipifera 'Aureomarginatum'	Majestic Beauty Tulip Tree
1	Qubi		Quercus bicolor	Swamp White Oak
1	Quma		Quercus macrocarpa	Bur oak

Conifer Evergreen Tree				
Quantity	Code Name	Symbol	Scientific Name	Common Name
6	PideB		Picea densata 'Bailey'	Black Hills Spruce
1	Pist		Pinus strobus	Eastern white pine

Broadleaf Deciduous Shrub				
Quantity	Code Name	Symbol	Scientific Name	Common Name
7	ArarB		Aronia arbutifolia 'Brillantisima'	Brilliant Red Chokeberry
16	RoNoa		Rosa x 'Noa'	Flower Carpet Amber Groundcover Rose
7	VicaSS		Viburnum Carlesii 'J.N.Select S'	Sugar n' Spice Koreanspice Viburnum

Conifer Evergreen Shrub				
Quantity	Code Name	Symbol	Scientific Name	Common Name
7	JuchA		Juniperus chinensis 'Ames'	Ames Juniper
7	JuchMJ		Juniperus chinensis 'Mint julep'	Mint julep juniper
3	JuscM		Juniperus scopulorum 'Moonglow'	Moonglow Juniper

Perennial Grass				
Quantity	Code Name	Symbol	Scientific Name	Common Name
10	MisP		Miscanthus sinensis 'Purpuracens'	Purple Silver Grass
27	PavIN		Panicum virgatum 'Northwind'	Northwind Switch Grass

Perennial				
Quantity	Code Name	Symbol	Scientific Name	Common Name
15	RuhIS		Rudbeckia hirta 'Indian Summer'	Indian Summer Black-Eyed Susan
				31.5 Total DBH Inches

Broadleaf Deciduous Tree				
Quantity	Code Name	Symbol	Scientific Name	Common Name
3	BeniH		Betula Nigra 'Heritage'	Heritage River Birch
3	CeocPP		Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry
3	Ceja		Cercidiphyllum japonicum	Katsura Tree
4	GibiAG		Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree
3	GltS		Gleditsia triacanthos 'Sunburst'	Sunburst Honey Locust
3	GydlE		Gymnocladus dioica 'Espresso'	Espresso Kentucky Coffee Tree
2	LituA		Liriodendron Tulipifera 'Aureomarginatum'	Majestic Beauty Tulip Tree
2	Qubi		Quercus bicolor	Swamp White Oak
3	Quma		Quercus macrocarpa	Bur oak
2	UlamNH		Ulmus americana 'New Harmony'	New Harmony Elm
				98 Total DBH Inches

Proposed Plant Material Table Street Yard Buffer East of Entrance - LSP1.1

Broadleaf Deciduous Tree				
Quantity	Code Name	Symbol	Scientific Name	Common Name
1	NysyW		Nyssa sylvatica 'Wildfire'	Wildfire Black Gum
1	Quma		Quercus macrocarpa	Bur oak
1	UlamNH		Ulmus americana 'New Harmony'	New Harmony Elm

Conifer Evergreen Tree				
Quantity	Code Name	Symbol	Scientific Name	Common Name
2	Abcon		Abies concolor	White fir
5	PideB		Picea densata 'Bailey'	Black Hills Spruce
3	Piom		Picea omorika	Serbian Spruce

Broadleaf Deciduous Shrub				
Quantity	Code Name	Symbol	Scientific Name	Common Name
8	PhopM		Physocarpus opulifolius 'Monlo'	Diabolo Ninebark
16	RoNoa		Rosa x 'Noa'	Flower Carpet Amber Groundcover Rose
8	Syor		Symphoricarpos orbiculatus	Coralberry
7	VicaSS		Viburnum Carlesii 'J.N.Select S'	Sugar n' Spice Koreanspice Viburnum

Conifer Evergreen Shrub				
Quantity	Code Name	Symbol	Scientific Name	Common Name
7	JuchA		Juniperus chinensis 'Ames'	Ames Juniper
3	JuscM		Juniperus scopulorum 'Moonglow'	Moonglow Juniper

Perennial Grass				
Quantity	Code Name	Symbol	Scientific Name	Common Name
10	MisP		Miscanthus sinensis 'Purpuracens'	Purple Silver Grass
29	PavIN		Panicum virgatum 'Northwind'	Northwind Switch Grass

Perennial				
Quantity	Code Name	Symbol	Scientific Name	Common Name
15	RuhIS		Rudbeckia hirta 'Indian Summer'	Indian Summer Black-Eyed Susan
				40.5 Total DBH Inches

**INSTALLER NOTE:**  
FINAL STREET TREE LOCATION TO BE COORDINATED WITH INDIVIDUAL HOME OWNER DRIVEWAY LOCATION. COORDINATE ANY REVISIONS TO STREET TREE PLAN WITH CITY LANDSCAPE ARCHITECT OR VILLAGE FORESTER.

**INSTALLER NOTE:**  
ANY AND ALL FINAL STREET LOCATIONS MUST BE COORDINATED WITH ALL BURIED UTILITIES. TREE SHOULD BE PLANTED A MINIMUM OF 10'-0" AWAY FROM A BURIED UTILITY OR STRUCTURE.

InSITE  
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mdavis@insitedesignninc.com

REDFORD  
HILLS

Richmond Road  
Sussex, WI 53089

Project:

03/04/22 Village Submittal

Issuance and Revisions:

Date	Number	Description
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Sheet Title: MCD

PROPOSED PARTIAL LANDSCAPE PLAN, L22-014  
AND PLANT MATERIAL TABLE

Date of Drawing:  
Scale: 1" = 30'-0"  
Drawn By:  
Job Number:  
Sheet Number:

LSP1.1

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L22-014 - REDFORD HILLS - 03/04/2022

Project:

REDFORD  
HILLS

Richmond Road  
Sussex, WI 53089

Issuance and Revisions:

Date	Number	Description
03/04/22		Village Submittal

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Sheet Title:

PROPOSED PARTIAL  
LANDSCAPE PLAN,  
AND PLANT MATERIAL TABLE

Date of Drawing: 03/04/22

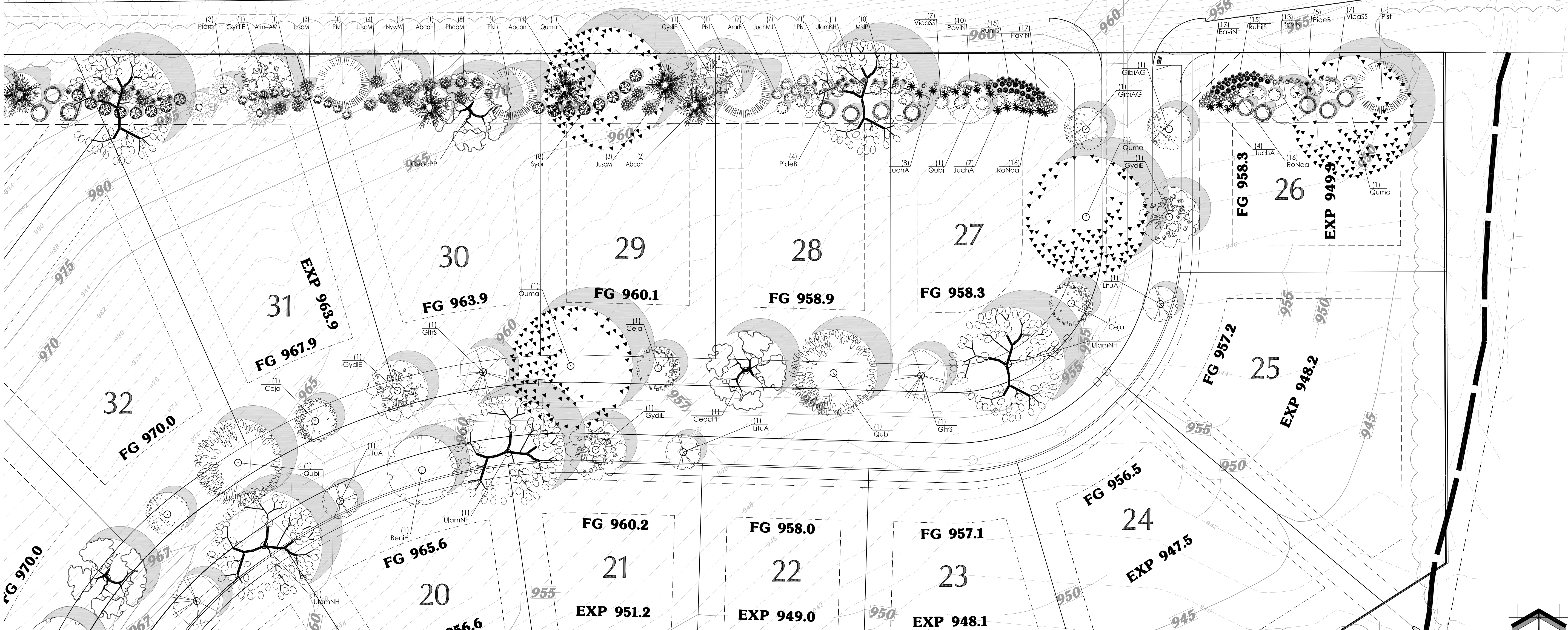
Scale: 1" = 30'-0"

Drawn By: MCD

Job Number: L22-014

Sheet Number:

LSP1.2



1 PROPOSED PARTIAL LANDSCAPE PLAN

Proposed Plant Material Table Street Yard Buffer West of Entrance - LSP1.2

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
1	CeocPP		Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	3 1/2"- DBH - B&B
2	GydiE		Gymnocladus dioica 'Espresso'	Espresso Kentucky Coffee Tree	3 1/2"- DBH - B&B
2	NysyW		Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	3 1/2"- DBH - B&B
1	Quma		Quercus macrocarpa	Bur oak	3 1/2"- DBH - B&B
1	UlamNH		Ulmus americana 'New Harmony'	New Harmony Elm	3 1/2"- DBH - B&B

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
4	Abcon		Abies concolor	White fir	3"-DBH - B&B
4	PideB		Picea densata 'Bailey'	Black Hills Spruce	3"-DBH - B&B
3	Piom		Picea omarika	Serbian Spruce	3"-DBH - B&B
3	Pist		Pinus strobus	Eastern white pine	3"-DBH - B&B

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
7	ArarB		Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry	24" - B&B
11	ArmeAM		Aronia melanocarpa 'Autumn Majic'	Autumn Majic Black Chokeberry	2" - B&B
8	PhopM		Physocarpus opulifolius 'Monro'	Diabolo Ninebark	24" - B&B
16	RoNoa		Rosa x 'Noa'	Flower Carpet Amber Groundcover Rose	18" - Cont
8	Syor		Symphoricarpos orbiculatus	Coralberry	2' - 3' - B&B
7	VicaSS		Viburnum Carlesii 'J.N.Select S'	Sugar n' Spice Koreanspice Viburnum	24" - B&B

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
15	JuchA		Juniperus chinensis 'Ames'	Ames Juniper	30" - 36" - B&B
7	JuchMJ		Juniperus chinensis 'Mint julep'	Mint julep juniper	24" - B&B
10	JuscM		Juniperus scopulorum 'Moonglow'	Moonglow Juniper	30" - 36" - B&B

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
10	MisP		Miscanthus sinensis 'Purpurascens'	Purple Silver Grass	1-Gal - Cont
27	PavIN		Panicum virgatum 'Northwind'	Northwind Switch Grass	1-Gal - Cont

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
15	RuhIS		Rudbeckia hirta 'Indian Summer'	Indian Summer Black-Eyed Susan	4 1/2" pot

66.5 Total DBH Inches

Proposed Street Tree Plant Material Table LSP1.2

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
1	BenIH		Betula nigra 'Heritage'	Heritage River Birch	3 1/2"- DBH - B&B
1	CeocPP		Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	3 1/2"- DBH - B&B
3	Ceja		Cercidiphyllum japonicum	Katsura Tree	3 1/2"- DBH - B&B
2	GibiAG		Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	3 1/2"- DBH - B&B
2	GltrS		Gleditsia triacanthos 'Sunburst'	Sunburst Honey Locust	3 1/2"- DBH - B&B
3	GydiE		Gymnocladus dioica 'Espresso'	Espresso Kentucky Coffee Tree	3 1/2"- DBH - B&B
3	LituA		Liliodendron tulipifera 'Aureomarginatum'	Majestic Beauty Tulip Tree	3 1/2"- DBH - B&B
2	Qubi		Quercus bicolor	Swamp White Oak	3 1/2"- DBH - B&B
2	Quma		Quercus macrocarpa	Bur oak	3 1/2"- DBH - B&B
3	UlamNH		Ulmus americana 'New Harmony'	New Harmony Elm	3 1/2"- DBH - B&B

77 Total DBH Inches

Proposed Plant Material Table Street Yard Buffer East of Entrance - LSP1.2

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
1	NysyW		Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	3 1/2"- DBH - B&B
1	Quma		Quercus macrocarpa	Bur oak	3 1/2"- DBH - B&B

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
5	PideB		Picea densata 'Bailey'	Black Hills Spruce	3"-DBH - B&B
1	Pist		Pinus strobus	Eastern white pine	3"-DBH - B&B

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
16	RoNoa		Rosa x 'Noa'	Flower Carpet Amber Groundcover Rose	18" - Cont
7	VicaSS		Viburnum Carlesii 'J.N.Select S'	Sugar n' Spice Koreanspice Viburnum	24" - B&B

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
4	JuchA		Juniperus chinensis 'Ames'	Ames Juniper	30" - 36" - B&B

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
30	PavIN		Panicum virgatum 'Northwind'	Northwind Switch Grass	1-Gal - Cont

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
15	RuhIS		Rudbeckia hirta 'Indian Summer'	Indian Summer Black-Eyed Susan	4 1/2" pot

25 Total DBH Inches

**INSTALLER NOTE:**  
FINAL STREET TREE LOCATION TO  
BE COORDINATED WITH INDIVIDUAL  
HOME OWNER DRIVEWAY  
LOCATION. COORDINATE ANY  
REVISIONS TO STREET TREE PLAN  
WITH CITY LANDSCAPE ARCHITECT  
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**INSTALLER NOTE:**  
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Project:

REDFORD  
HILLS

Richmond Road  
Sussex, WI 53089

Issuance and Revisions:

Date	Number	Description
03/04/22		Village Submittal

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Sheet Title:

PROPOSED PARTIAL  
LANDSCAPE PLAN,  
AND PLANT MATERIAL TABLE

Date of Drawing: 03/04/22

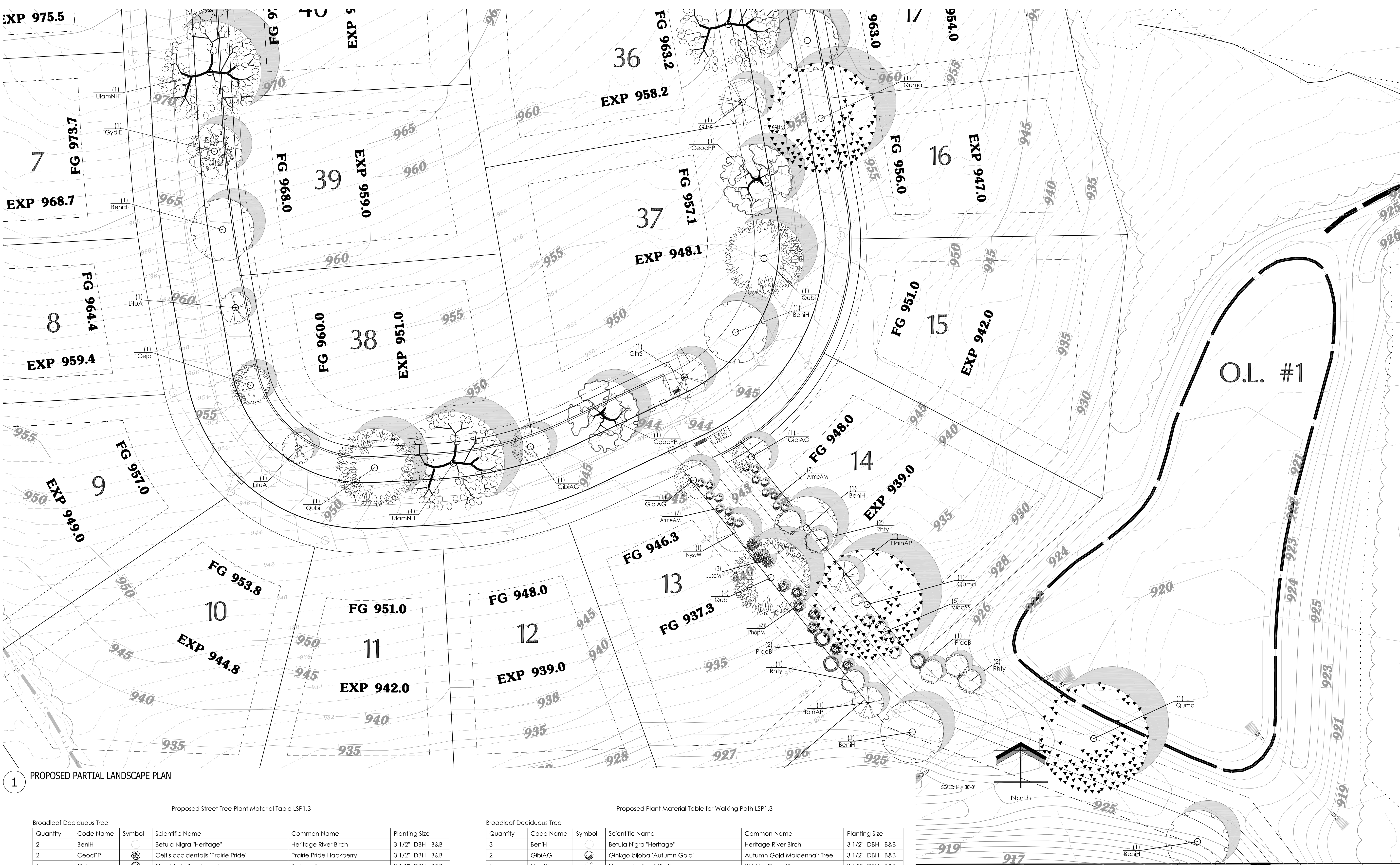
Scale: 1" = 30'-0"

Drawn By: MCD

Job Number: L22-014

Sheet Number:

LSP1.3



1 PROPOSED PARTIAL LANDSCAPE PLAN

Proposed Street Tree Plant Material Table LSP1.3

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
2	BeniH		Betula Nigra 'Heritage'	Heritage River Birch	3 1/2" DBH - B&B
2	CeocPP		Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	3 1/2" DBH - B&B
1	Ceja		Cercidiphyllum japonicum	Katsura Tree	3 1/2" DBH - B&B
1	GibiAG		Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	3 1/2" DBH - B&B
2	GltiS		Gleditsia triacanthos 'Sunburst'	Sunburst Honey Locust	3 1/2" DBH - B&B
1	GydiE		Gymnocladus dioica 'Espresso'	Espresso Kentucky Coffee Tree	3 1/2" DBH - B&B
2	LituA		Liriodendron tulipifera 'Aureomarginatum'	Majestic Beauty Tulip Tree	3 1/2" DBH - B&B
2	Qubi		Quercus bicolor	Swamp White Oak	3 1/2" DBH - B&B
1	Quma		Quercus macrocarpa	Bur oak	3 1/2" DBH - B&B
2	UlamNH		Ulmus americana 'New Harmony'	New Harmony Elm	3 1/2" DBH - B&B

56 Total DBH Inches

Proposed Plant Material Table for Walking Path LSP1.3

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
3	BeniH		Betula Nigra 'Heritage'	Heritage River Birch	3 1/2" DBH - B&B
2	GibiAG		Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	3 1/2" DBH - B&B
1	NysyW		Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	3 1/2" DBH - B&B
1	Qubi		Quercus bicolor	Swamp White Oak	3 1/2" DBH - B&B
2	Quma		Quercus macrocarpa	Bur oak	3 1/2" DBH - B&B

Conifer Evergreen Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
3	PideB		Picea densata 'Bailey'	Black Hills Spruce	3"-DBH - B&B

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
16	ArmeAM		Aronia melanocarpa 'Autumn Majic'	Autumn Majic Black Chokeberry	2" - B&B
2	HainAP		Hamamelis x intermedia 'Arnold Promise'	Arnold Promise Witch Hazel	2" - B&B
7	PhopM		Physocarpus opulifolius 'Monro'	Diabolo Ninebark	24" - B&B
6	Rhty		Rhus typhina	Staghorn sumac	24" - Cont
5	VicaSS		Viburnum Carlesii 'J.N.Select S'	Sugar n' Spice Koreanspice Viburnum	24" - B&B

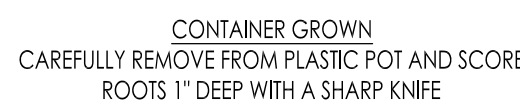
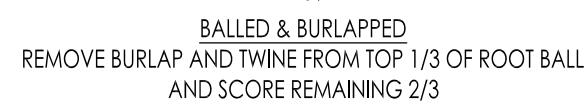
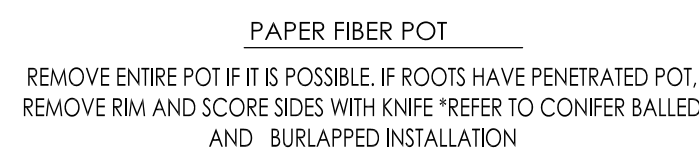
Conifer Evergreen Tree

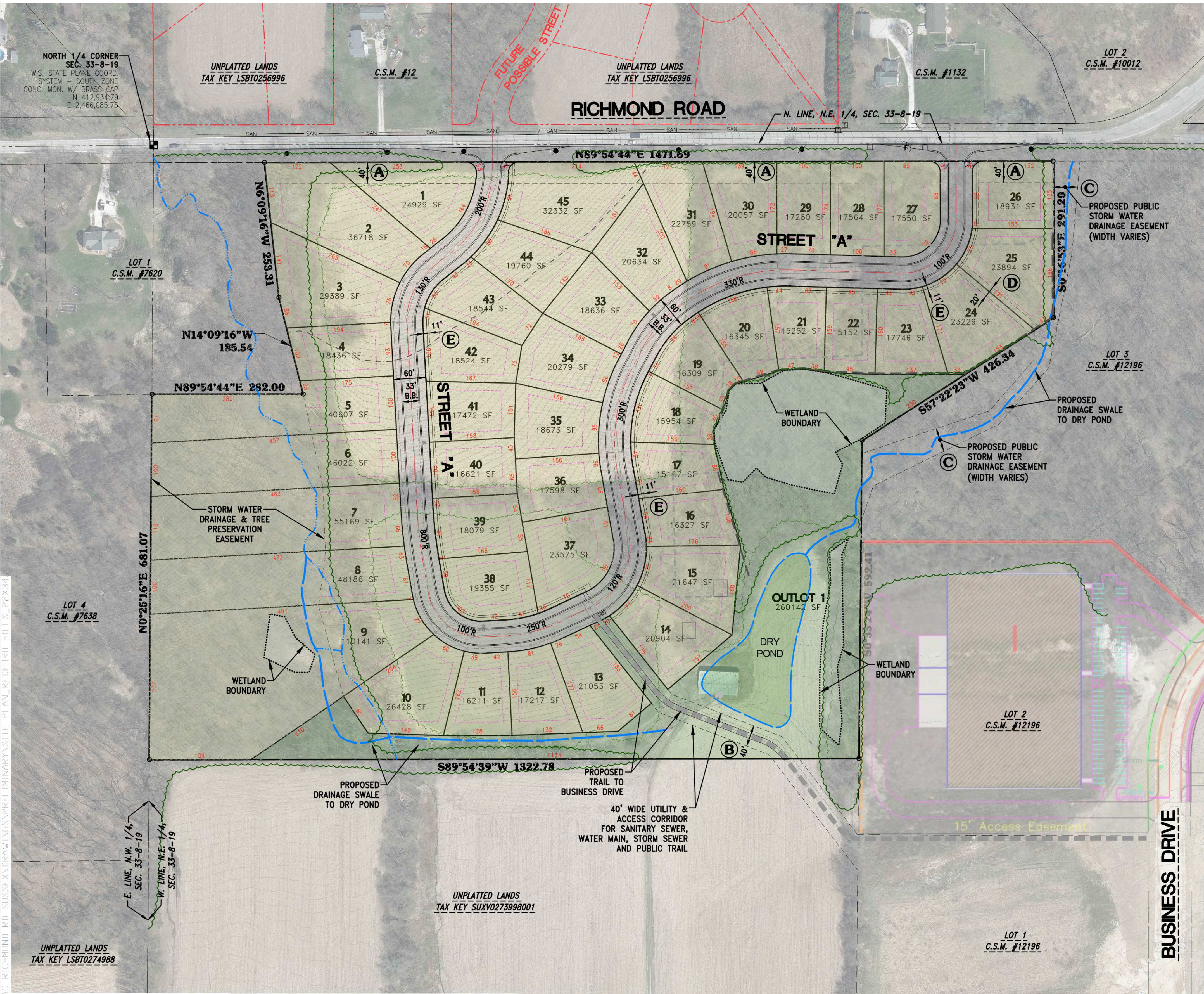
Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size
3	JuscM		Juniperus scopulorum 'Moonglow'	Moonglow Juniper	30" - 36" - B&B

31.5 Total DBH Inches

**INSTALLER NOTE:**  
FINAL STREET TREE LOCATION TO  
BE COORDINATED WITH INDIVIDUAL  
HOME OWNER DRIVEWAY  
LOCATION. COORDINATE ANY  
REVISIONS TO STREET TREE PLAN  
WITH CITY LANDSCAPE ARCHITECT  
OR VILLAGE FORESTER.

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**PROPOSED SITE PLAN**

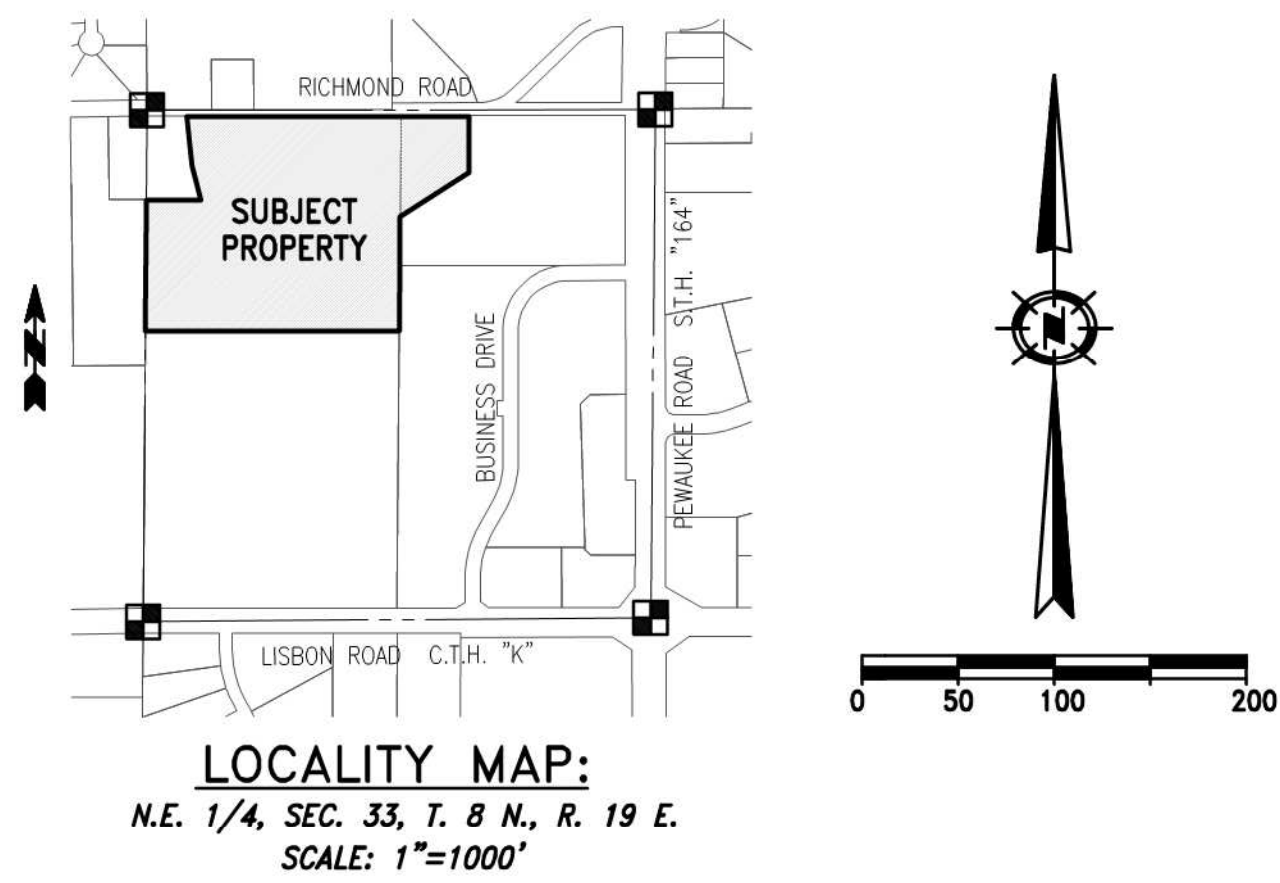
**"REDFORD HILLS" SUBDIVISION**

HIGHLANDS BUSINESS PARK - RESIDENTIAL

VILLAGE OF SUSSEX, WI

**DEVELOPER:**  
GEORGE ERWIN, III & CAC INVESTMENTS, LLC  
2300 N. MAYFAIR RD, STE 1175  
MILWAUKEE, WI 53266  
PHONE: (414) 258-4300  
FAX: (414) 258-5487

**ENGINEER / SURVEYOR:**  
TRIO ENGINEERING, LLC  
4100 N. CALHOUN ROAD, SUITE 300  
BROOKFIELD, WISCONSIN 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481



**SITE DATA TABLE:**

- TOTAL AREA = 31.48 acres
- SUSSEX CORPORATE PARK II = 31.48 acres
- EQUITY TRUST COMPANY = 3.31 acres
- TOTAL RESIDENTIAL AREA = 34.79 acres
- PROPOSED SINGLE FAMILY = 45 lots
- DENSITY = 45 / 34.79 = 1.29 un/ac
- OPEN SPACE (Outlots) = 5.97 acres (17.16%)
- O.L. #1 is dedicated to the Village of Sussex for storm water management, public access, and public utility purposes.
- O.L. #1 contains INRA and wetlands to be preserved.
- PROPOSED ZONING = Rs-3
- LOT AREA = 15,000 sf
- LOT WIDTH = 90' minimum
- Note that the typical lot width is 95' - 100' (varies)
- SETBACKS =
  - STREET = 30'
  - SIDE YARD = 15'
  - REAR YARD = 25'
- AVERAGE LOT SIZE = 24,503 sf (0.56 ac)
- Includes 4.88 acres of tree preservation and/or drainage easement area on the backs of lots 5 - 9.
- STREET LENGTH = 2,610 lf (58 lf/lot)

**EASEMENT LEGEND:**

- (A) - 40' WIDE LANDSCAPE EASEMENT
- (B) - 40' WIDE PUBLIC UTILITY & ACCESS CORRIDOR
- (C) - PUBLIC STORM WATER DRAINAGE EASEMENT
- (D) - 20' WIDE PUBLIC STORM SEWER AND DRAINAGE EASEMENT
- (E) - 11' WIDE PUBLIC SIDEWALK EASEMENT

**INRA NOTES:**

- Total INRA to remain in Highlands Business Park = 10.25 ac
- Total INRA reduction for Lots 22-24 & 26-32 = 2.54 ac
- Original INRA area in Highlands Business Park = 12.79 ac
- Rear yard runoff from Lots 24 - 30 will be swaled around the wetland and will drain to the proposed Dry Pond, and ultimately to the Wet Pond and Infiltration Basin recently constructed in Phase B of the Highlands Business Park. There will be no water quality impacts to the isolated wetland as a result of this project.

**DEVELOPMENT SUMMARY:**

1. Tax Key No. SUXV0273998001 & SUXV0273999014
2. Subdivision contains approximately 34.75 Acres.
3. Subdivision contains 45 Lots and 1 Outlot.
4. All lots to be served by Sanitary Sewer and Watermain.
5. Public Roads to have Concrete Curb and Gutter, Asphalt Pavement with Storm Sewer.
6. All lots to have Underground Telephone, Electric, and Gas Service.
7. Zoning = Rs-3
8. Stormwater Management Facilities are located on Outlot 1 of this Subdivision. Outlot 1 shall be owned and maintained by the Village of Sussex. Stormwater Management per Village and DNR requirements are provided regionally by the Highlands Business Park.

**WATER SERVICE BOOSTER NOTE:**

- Lots 1 - 4 and 42 - 45 require an individual water pressure boosting system on each individual service line.
- The individual pressure boosting systems shall comply with NR 810.10 and shall be owned and maintained by the public water system owner. A separate service agreement shall be created for each lot with such system.

LEGEND	
	PROPOSED FIRE HYDRANT
	EXISTING WATERMAIN
	PROPOSED WATERMAIN
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING CONTOUR

**WISCONSIN**  
JOSHUA D. PUDELKO  
E-39420  
WAUWATOSA, WI  
PROFESSIONAL ENGINEER

**DESIGN • LAND SURVEYING**  
**TRIO**  
CIVIL ENGINEERING

4100 N. CALHOUN RD., SUITE 300  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: info@trioeng.com

**PROJECT:**

**REDFORD HILLS**

**SINGLE FAMILY DEVELOPMENT**

**VILLAGE OF SUSSEX, WISCONSIN**

**BY: GEORGE ERWIN, III**

**CAC INVESTMENTS, LLC**

**REVISION HISTORY**

DATE	DESCRIPTION
3/04/2022	VILLAGE SUBMITTAL

**DATE:**

MARCH 4, 2022

**JOB NUMBER:**

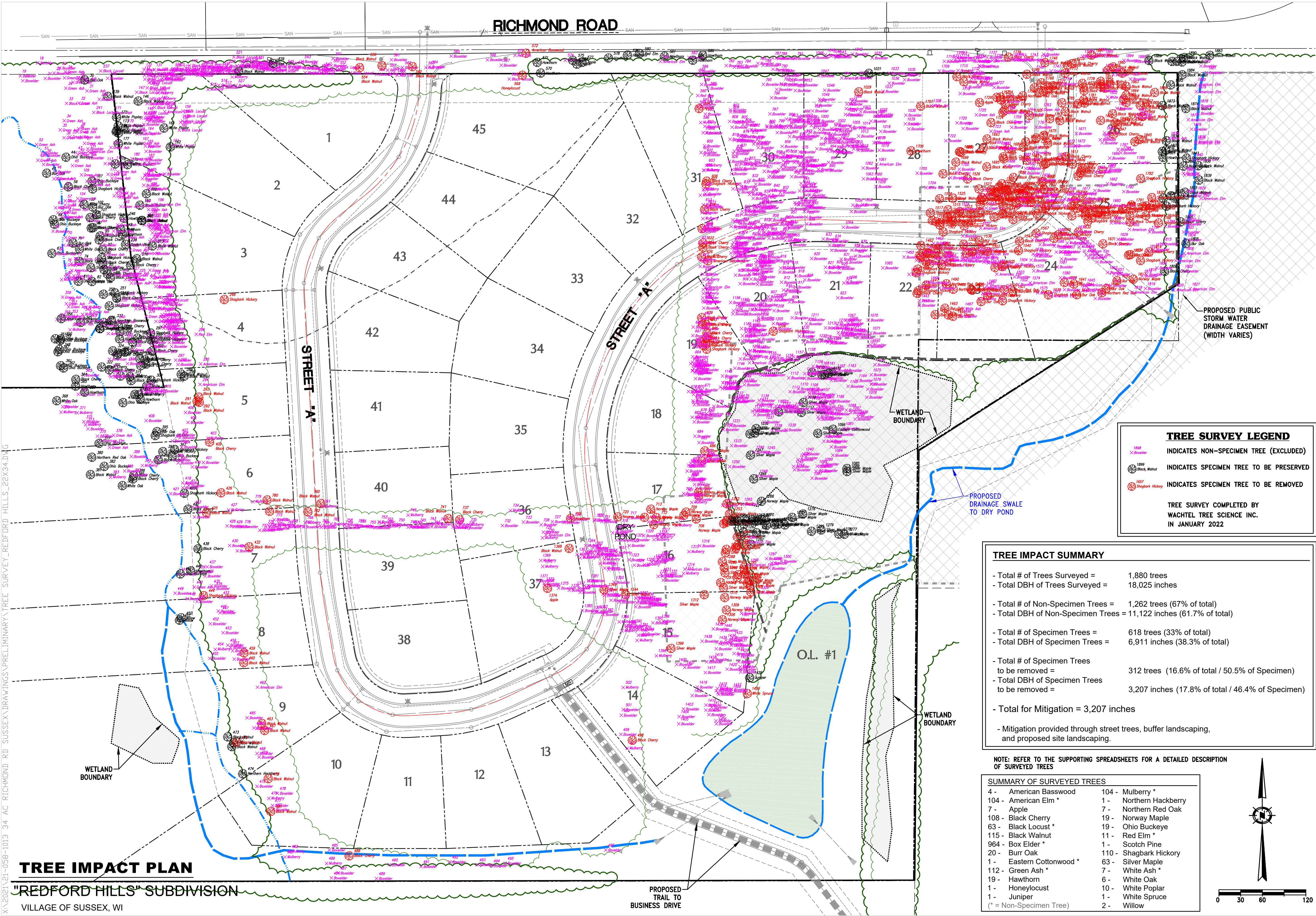
21-040-953

**DESCRIPTION:**

**PROPOSED SITE PLAN**

**SHEET**

**C1.0**



X:\2021\21-058-1013\_34 AC RICHMOND RD SUSSEX DRAWINGS\PRELIMINARY\TREE SURVEY\_REDFO RD HILLS\_22X34.DWG

WISCONSIN

JOSHUA D. PUDELKO

E-39420

WAUWATOSA, WI

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**PROJECT:**  
**REDFORD HILLS**  
SINGLE FAMILY DEVELOPMENT  
VILLAGE OF SUSSEX, WISCONSIN  
BY: **GEORGE ERWIN, III**  
**CAC INVESTMENTS, LLC**

REVISION HISTORY	
DATE	DESCRIPTION
3/04/2022	VILLAGE SUBMITTAL

**DATE:**  
MARCH 4, 2022

**JOB NUMBER:**  
21-040-953

**DESCRIPTION:**  
**TREE**  
**IMPACT PLAN**

**SHEET**

**C1.1**

**TREE SURVEY LEGEND**

- 1088 X.Bovender INDICATES NON-SPECIMEN TREE (EXCLUDED)
- 1099 Black Walnut INDICATES SPECIMEN TREE TO BE PRESERVED
- 1057 Shagbark Hickory INDICATES SPECIMEN TREE TO BE REMOVED

TREE SURVEY COMPLETED BY  
WACHTEL TREE SCIENCE INC.  
IN JANUARY 2022

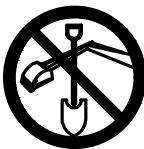
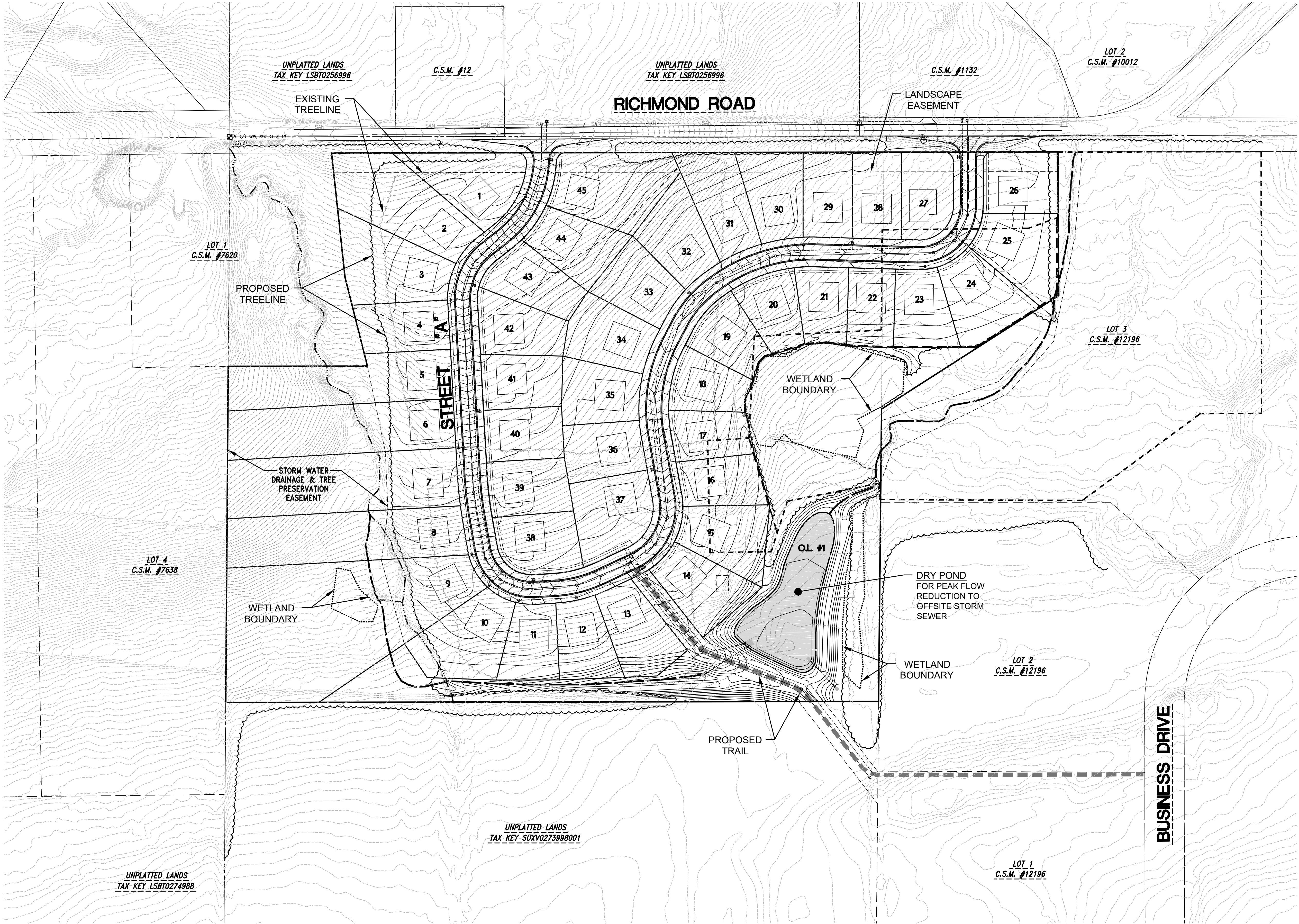
**TREE IMPACT SUMMARY**

- Total # of Trees Surveyed = 1,880 trees
- Total DBH of Trees Surveyed = 18,025 inches
- Total # of Non-Specimen Trees = 1,262 trees (67% of total)
- Total DBH of Non-Specimen Trees = 11,122 inches (61.7% of total)
- Total # of Specimen Trees = 618 trees (33% of total)
- Total DBH of Specimen Trees = 6,911 inches (38.3% of total)
- Total # of Specimen Trees to be removed = 312 trees (16.6% of total / 50.5% of Specimen)
- Total DBH of Specimen Trees to be removed = 3,207 inches (17.8% of total / 46.4% of Specimen)
- Total for Mitigation = 3,207 inches
- Mitigation provided through street trees, buffer landscaping, and proposed site landscaping.

NOTE: REFER TO THE SUPPORTING SPREADSHEETS FOR A DETAILED DESCRIPTION OF SURVEYED TREES

SUMMARY OF SURVEYED TREES	
4 - American Basswood	104 - Mulberry *
104 - American Elm *	1 - Northern Hackberry
7 - Apple	7 - Northern Red Oak
108 - Black Cherry	19 - Norway Maple
63 - Black Locust *	19 - Ohio Buckeye
115 - Black Walnut	11 - Red Elm *
964 - Box Elder *	1 - Scotch Pine
20 - Burr Oak	110 - Shagbark Hickory
1 - Eastern Cottonwood *	63 - Silver Maple
112 - Green Ash *	7 - White Ash *
19 - Hawthorn	6 - White Oak
1 - Honeylocust	10 - White Poplar
1 - Juniper	1 - White Spruce
(* = Non-Specimen Tree)	
	2 - Willow

X:\2021\21-058-1013 34 AC RICHMOND RD SUSSEX DRAWINGS\PRELIMINARY\PRELIM GRADING PLANS\_RED FORD HILLS\_22X34.DWG



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.  
**CALL DIGGERS HOTLINE 1-800-242-6511**

**NOTE:**  
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.



4100 N. CALHOUN RD., SUITE 300  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: info@trioeng.com

**PROJECT:**  
**REDFORD HILLS**  
SINGLE FAMILY DEVELOPMENT  
VILLAGE OF SUSSEX, WISCONSIN  
BY: **GEORGE ERWIN, III**  
**CAC INVESTMENTS, LLC**

**REVISION HISTORY**

DATE	DESCRIPTION
3/04/2022	VILLAGE SUBMITTAL

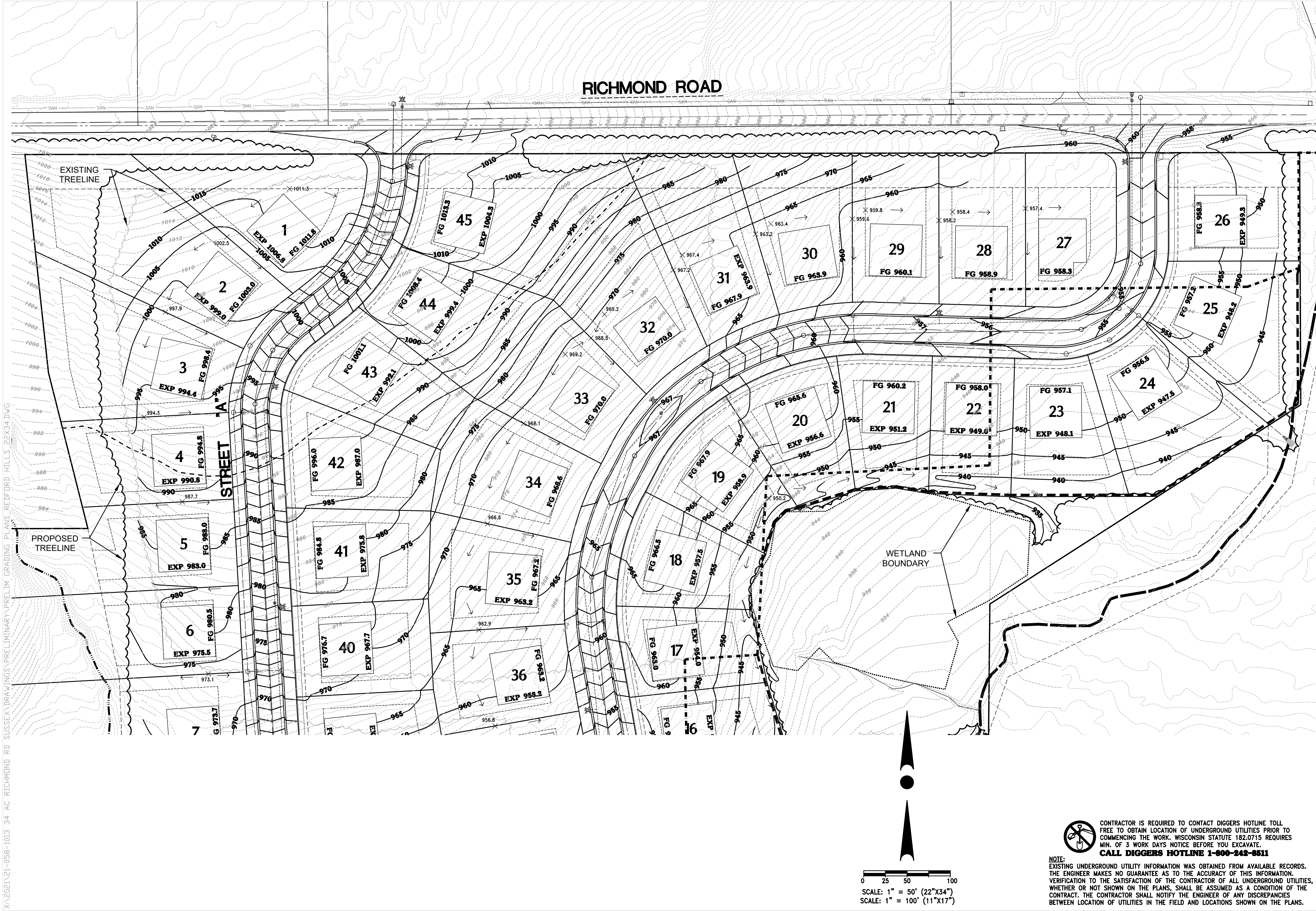
**DATE:**  
MARCH 4, 2022

**JOB NUMBER:**  
21-040-953

**DESCRIPTION:**  
**OVERALL  
GRADING PLAN**

**SHEET**

**C2.0**



X:\2021\21-058-1013 34 AC RICHMOND RD SUSSEX DRAWINGS\PRELIM\GRADING PLANS\REDFORD HILLS\_22X34.DWG



4100 N. CALHOUN RD., SUITE 300  
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CAC INVESTMENTS, LLC

**REVISION HISTORY**

DATE	DESCRIPTION
3/04/2022	VILLAGE SUBMITTAL

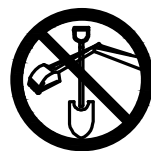
**DATE:**  
MARCH 4, 2022

**JOB NUMBER:**  
21-040-953

**DESCRIPTION:**  
**PRELIMINARY  
GRADING PLAN  
NORTH**

**SHEET**

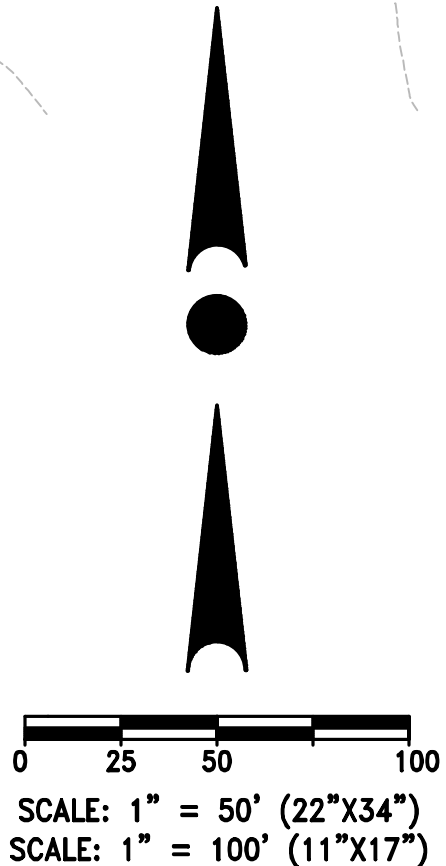
**C2.1**



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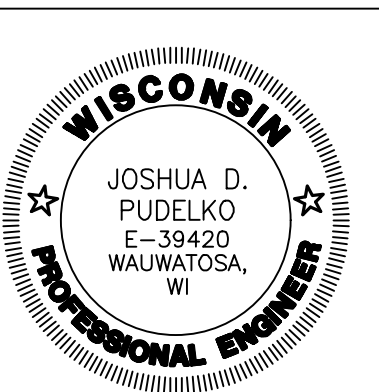
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X:\2021\21-058-1013 34 AC RICHMOND RD SUSSEX DRAWINGS\PRELIMINARY\PRELIM GRADING PLANS REDFORD HILLS\_22X34.DWG



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**PROJECT:**  
**REDFORD HILLS**  
SINGLE FAMILY DEVELOPMENT  
VILLAGE OF SUSSEX, WISCONSIN  
BY: GEORGE ERWIN, III  
CAC INVESTMENTS, LLC

**REVISION HISTORY**

DATE	DESCRIPTION
3/04/2022	VILLAGE SUBMITTAL

**DATE:**  
MARCH 4, 2022

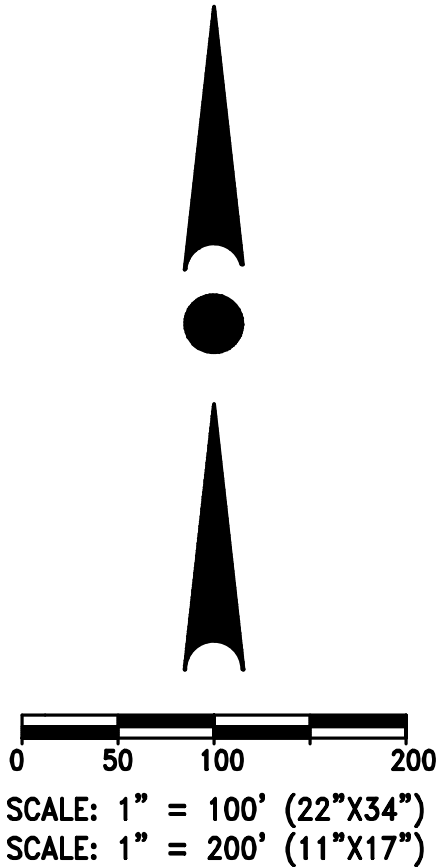
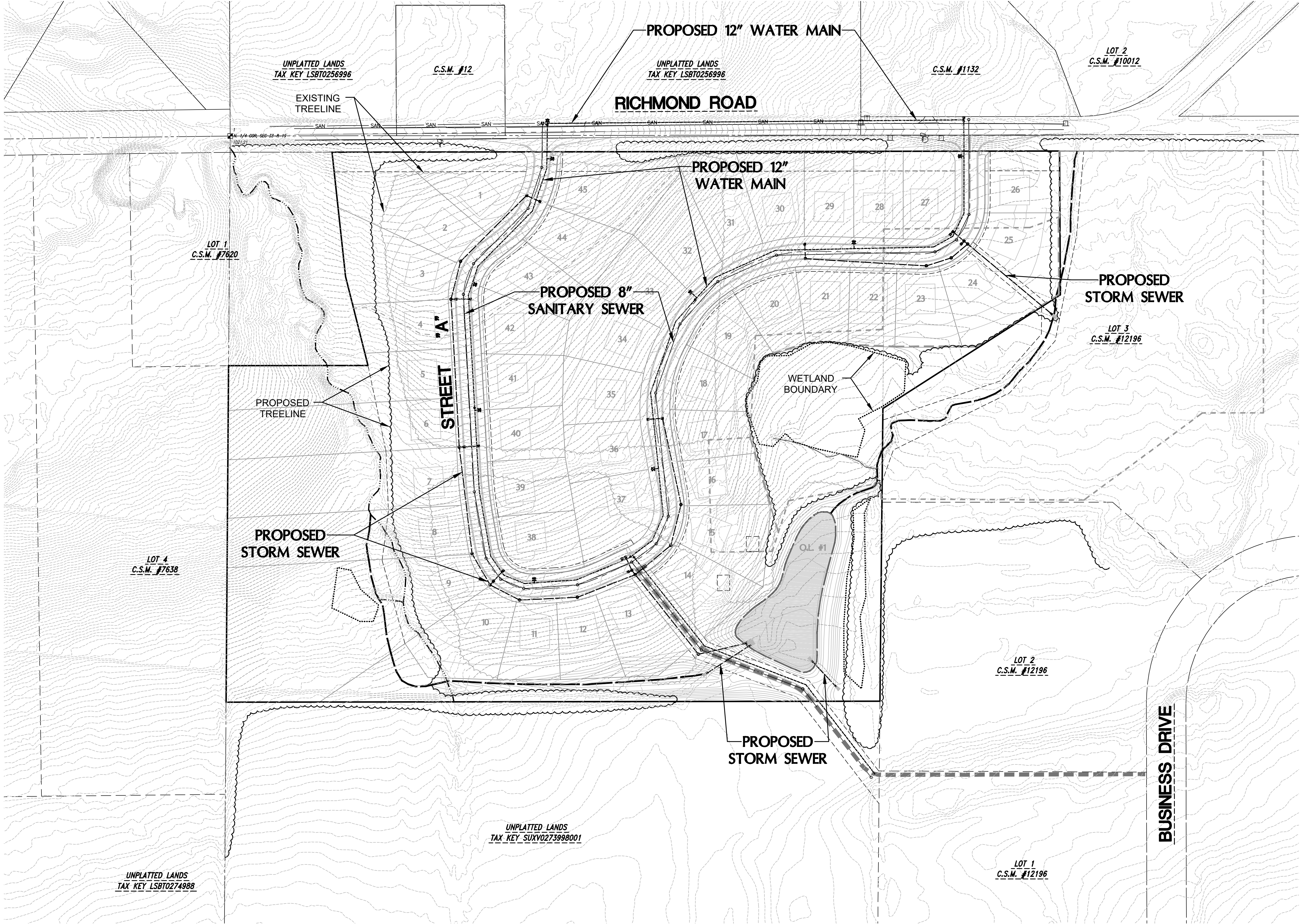
**JOB NUMBER:**  
21-040-953

**DESCRIPTION:**  
PRELIMINARY  
GRADING PLAN  
SOUTH

**SHEET**

**C2.2**

X:\2021\21-058-1013 34 AC RICHMOND RD SUSSEX DRAWINGS\PRELIMINARY\PRELIM UTILITY PLANS\_RED FORD HILLS\_22X34.DWG



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**PROJECT:**  
**REDFORD HILLS**  
SINGLE FAMILY DEVELOPMENT  
VILLAGE OF SUSSEX, WISCONSIN  
BY: **GEORGE ERWIN, III**  
**CAC INVESTMENTS, LLC**

**REVISION HISTORY**

DATE	DESCRIPTION
3/04/2022	VILLAGE SUBMITTAL

**DATE:**  
MARCH 4, 2022

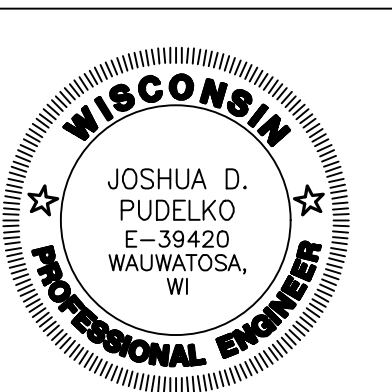
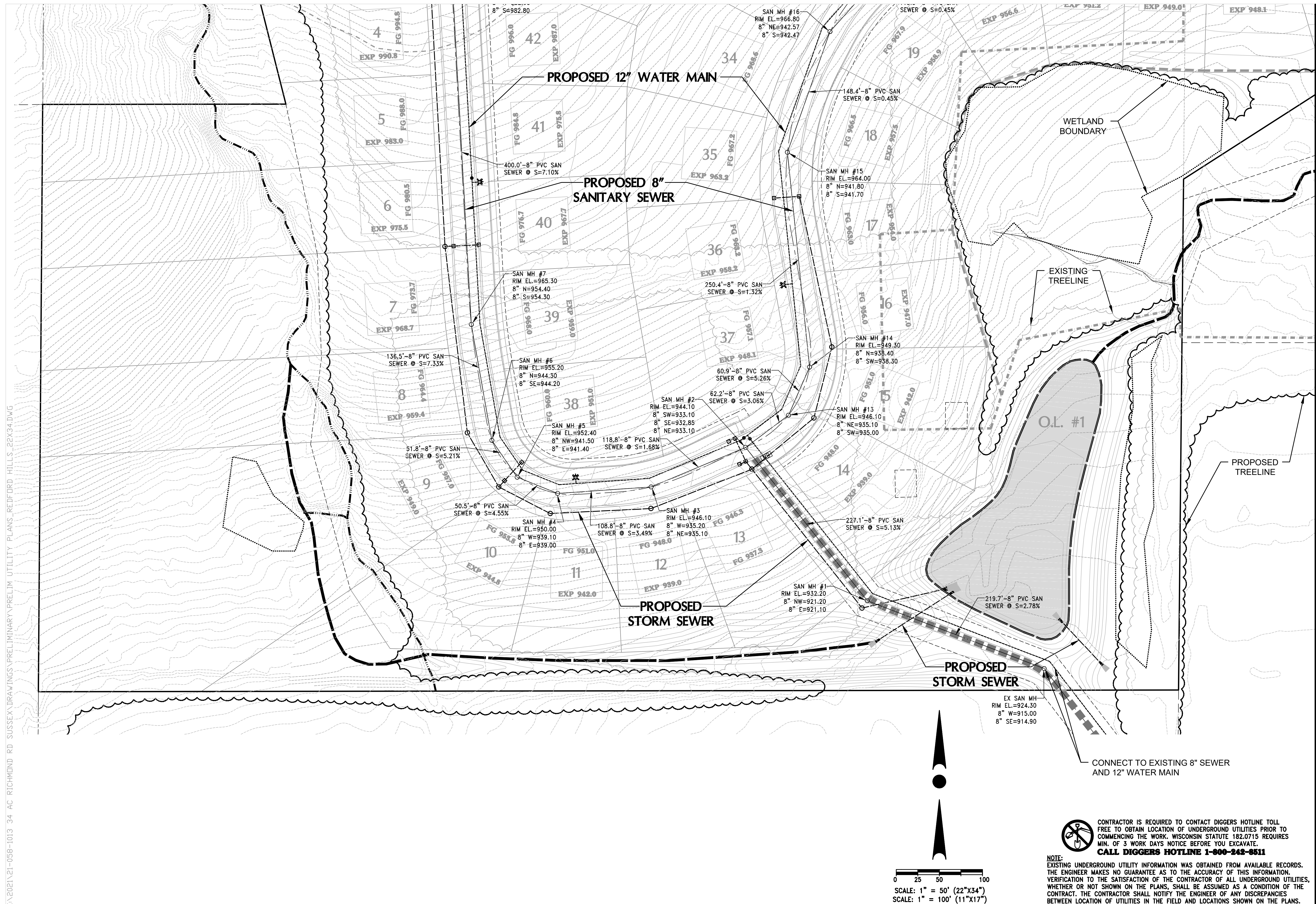
**JOB NUMBER:**  
21-040-953

**DESCRIPTION:**  
**OVERALL  
UTILITY PLAN**

**SHEET**

**C3.0**





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BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
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**PROJECT:**  
**REDFORD HILLS**  
SINGLE FAMILY DEVELOPMENT  
VILLAGE OF SUSSEX, WISCONSIN  
**BY:** GEORGE ERWIN, III  
CAC INVESTMENTS, LLC

## REVISION HISTORY

DATE	DESCRIPTION
10/04/2022	VILLAGE SUBMITTAL

**DATE:**  
MARCH 4, 2022

**JOB NUMBER:**  
**21-040-953**

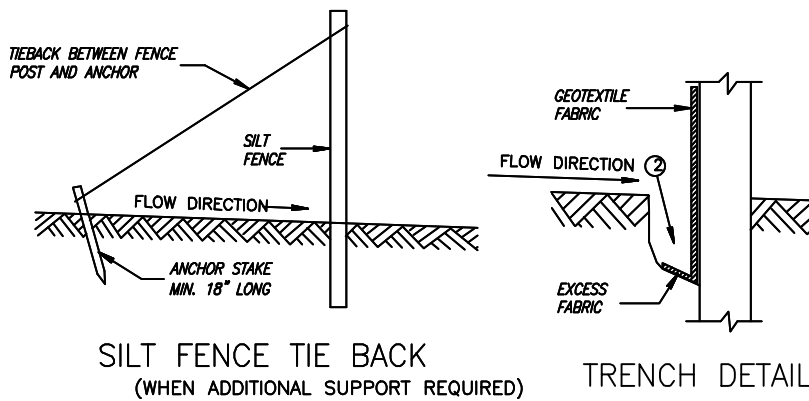
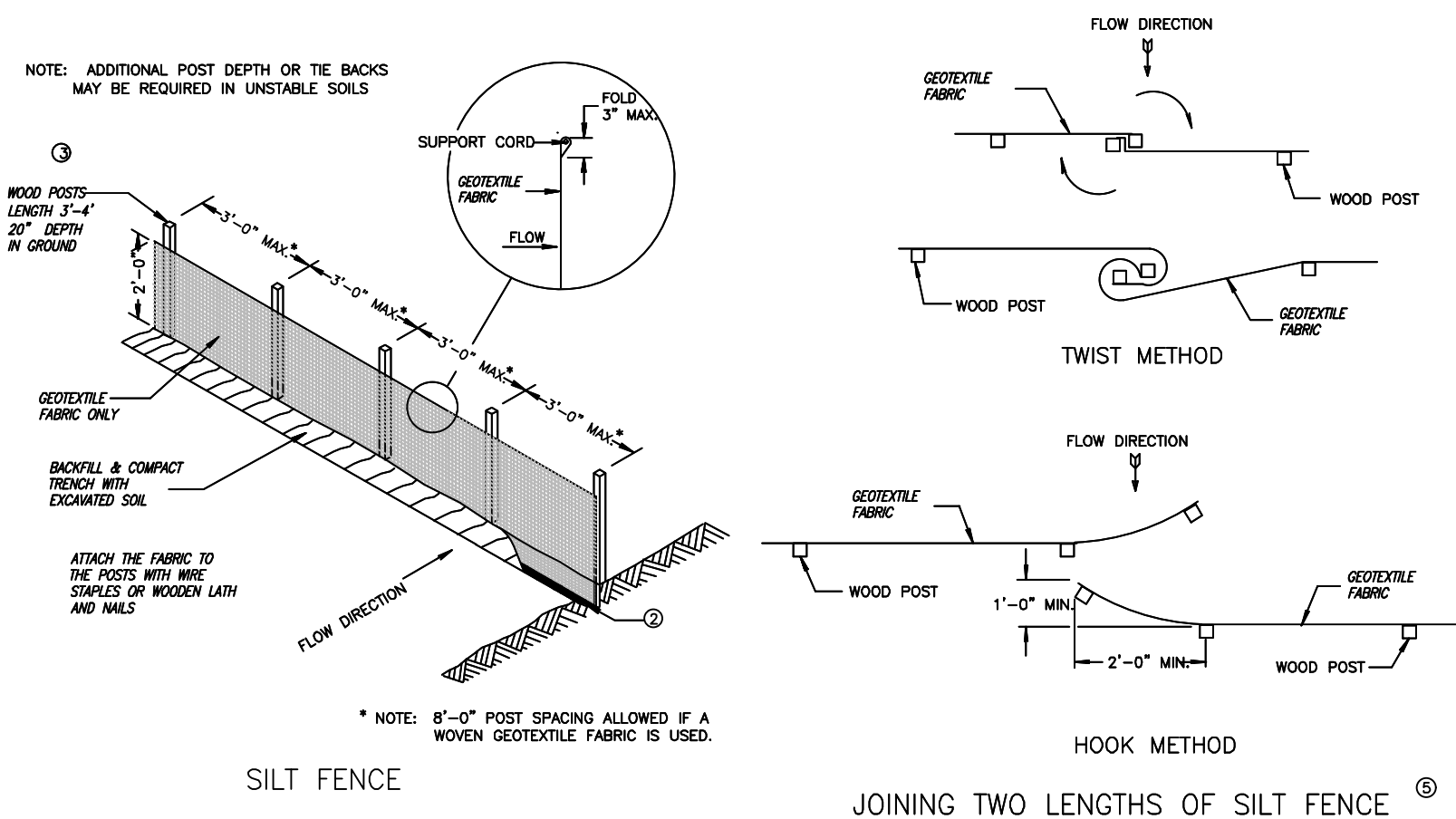
**DESCRIPTION:**

**PRELIMINARY  
UTILITY PLAN  
SOUTH**

**SHEET**

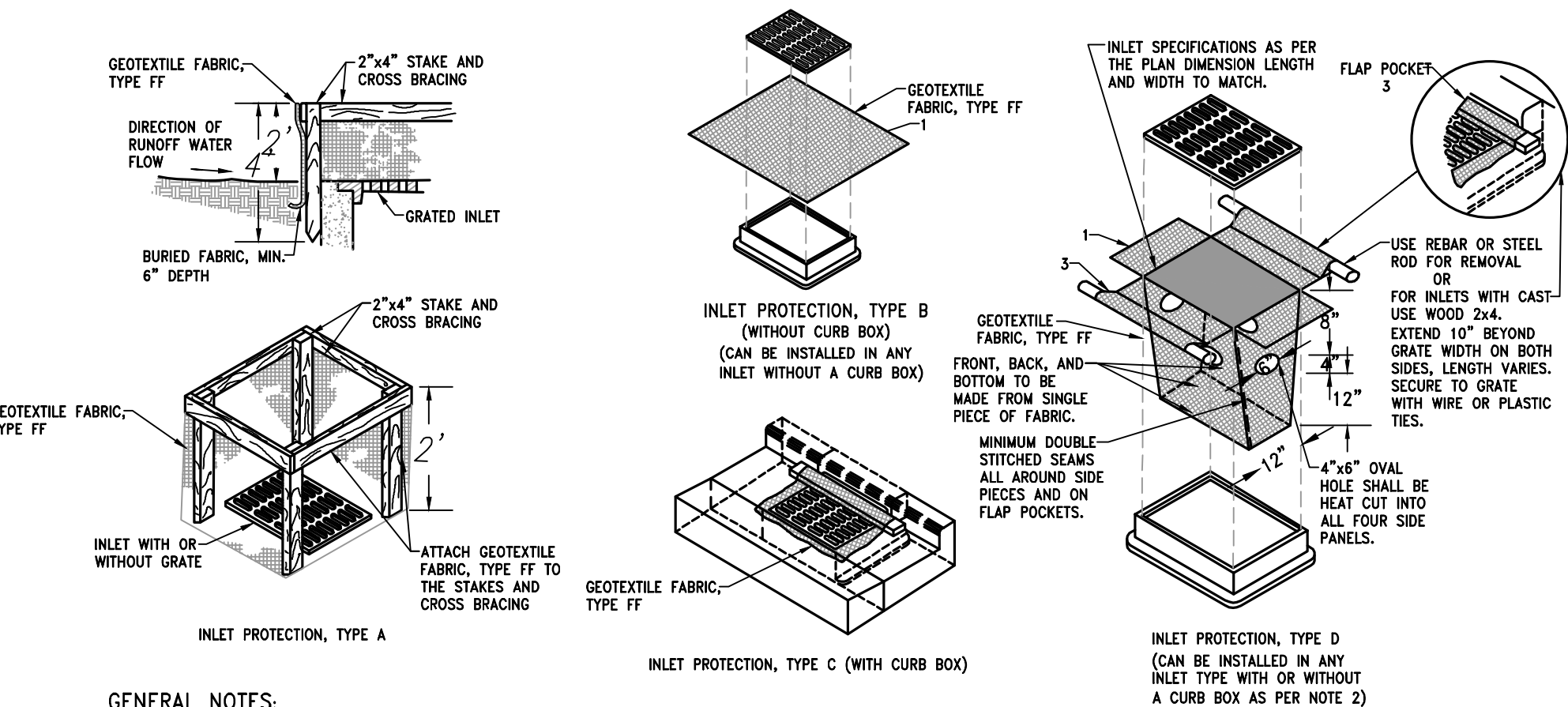
## C3.2

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SILT FENCE INSTALLATION DETAIL  
NO SCALE

This drawing based on Wisconsin Department of Transportation Standard Detail Drawing 9 E 9-6.



#### GENERAL NOTES:

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

1. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
2. FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
3. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

#### INSTALLATION NOTES:

##### TYPE B & C

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, AND HOLDS IT OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

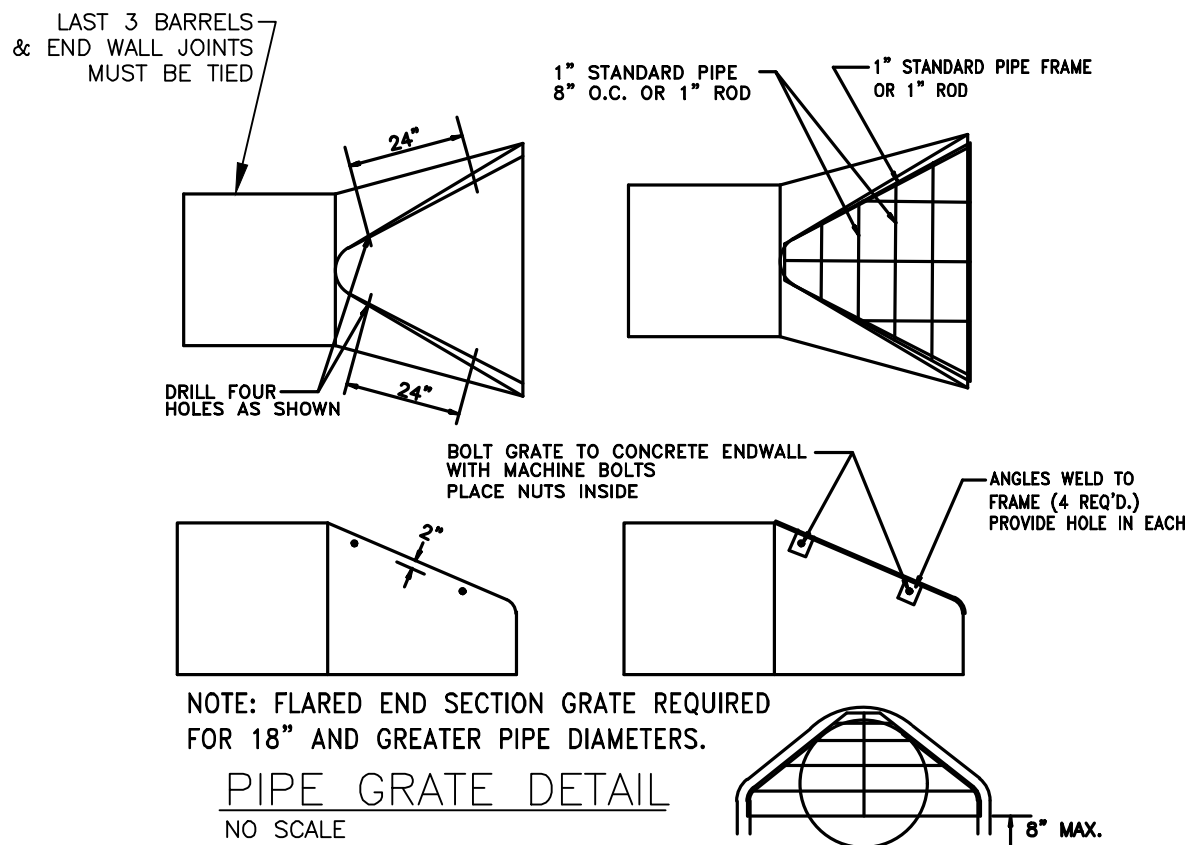
##### TYPE D

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

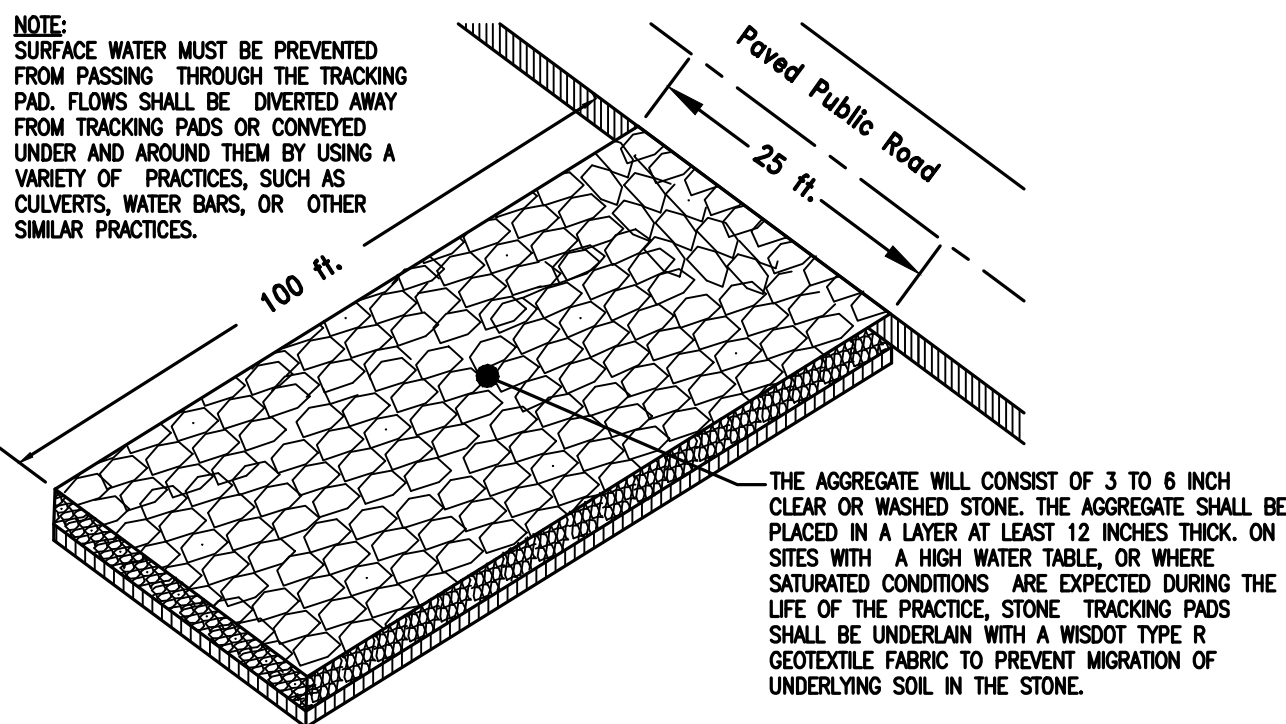
TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

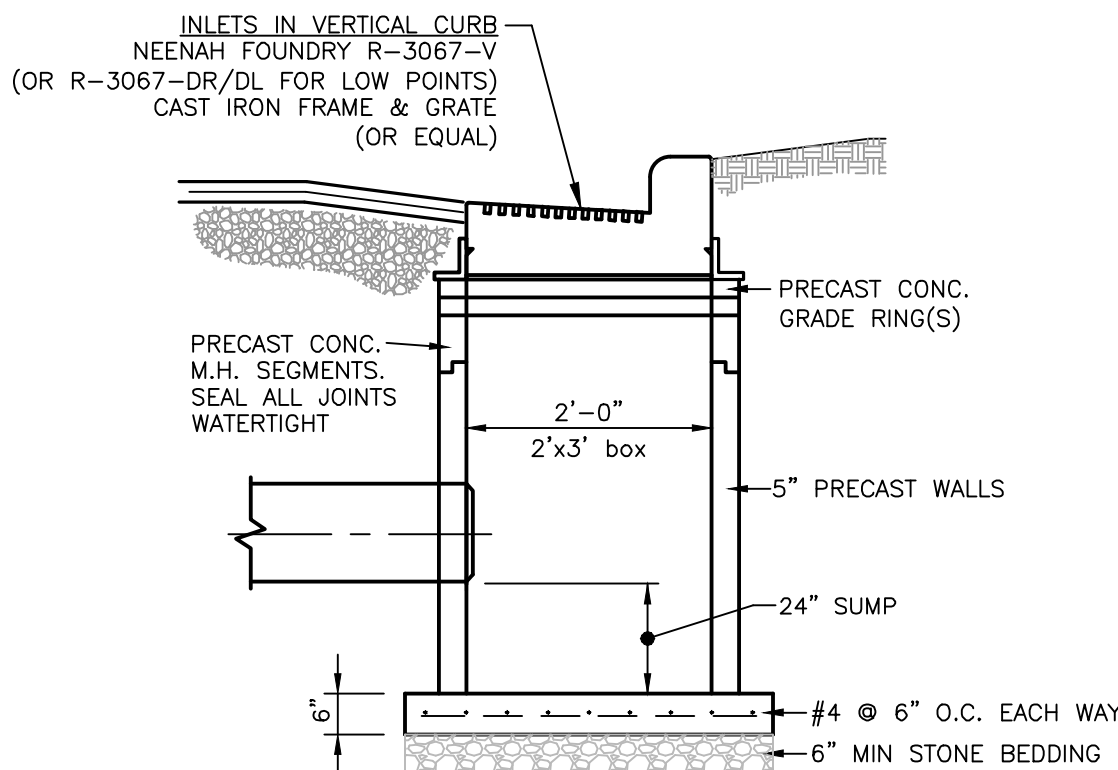
INLET PROTECTION DETAIL  
NO SCALE



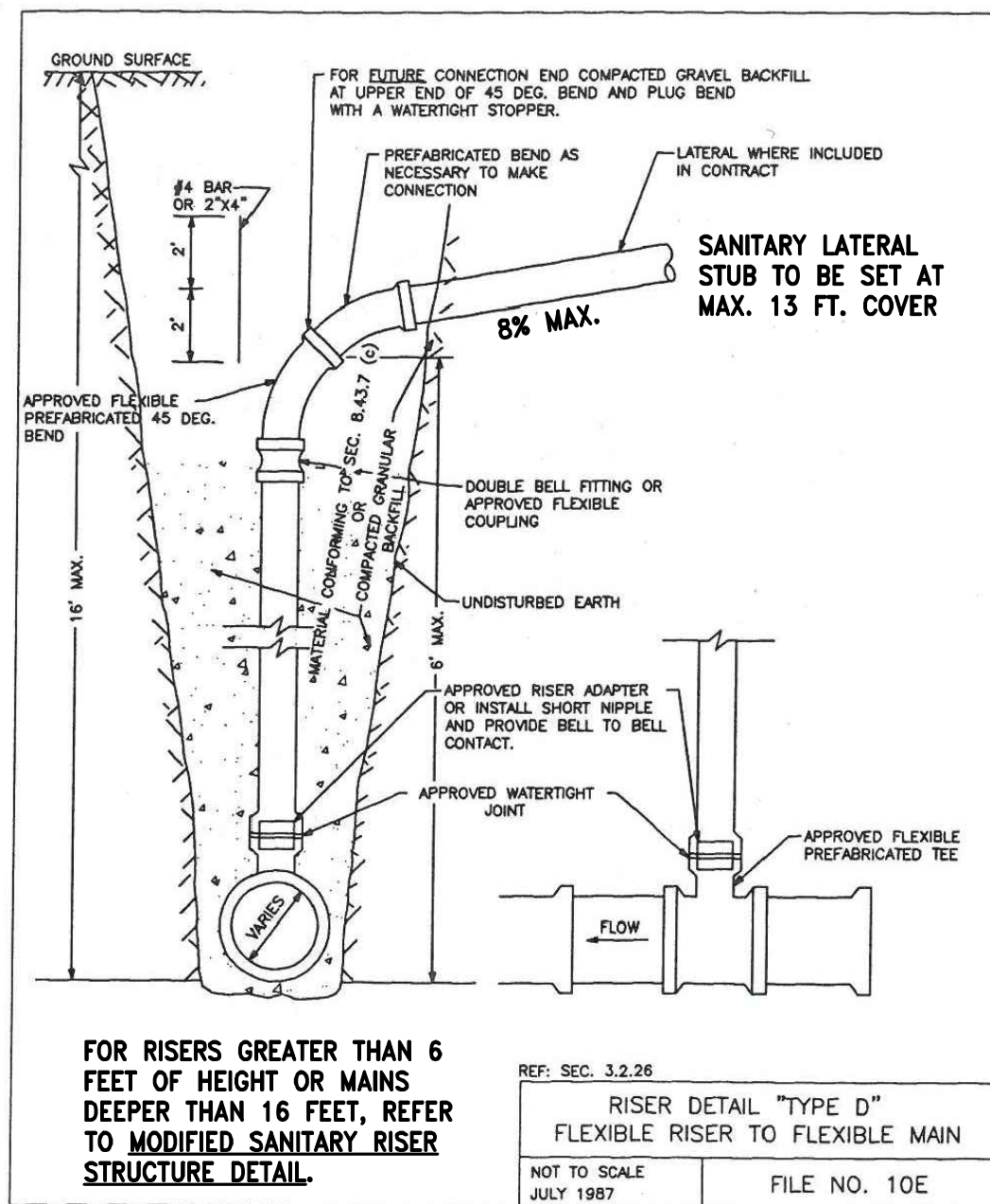
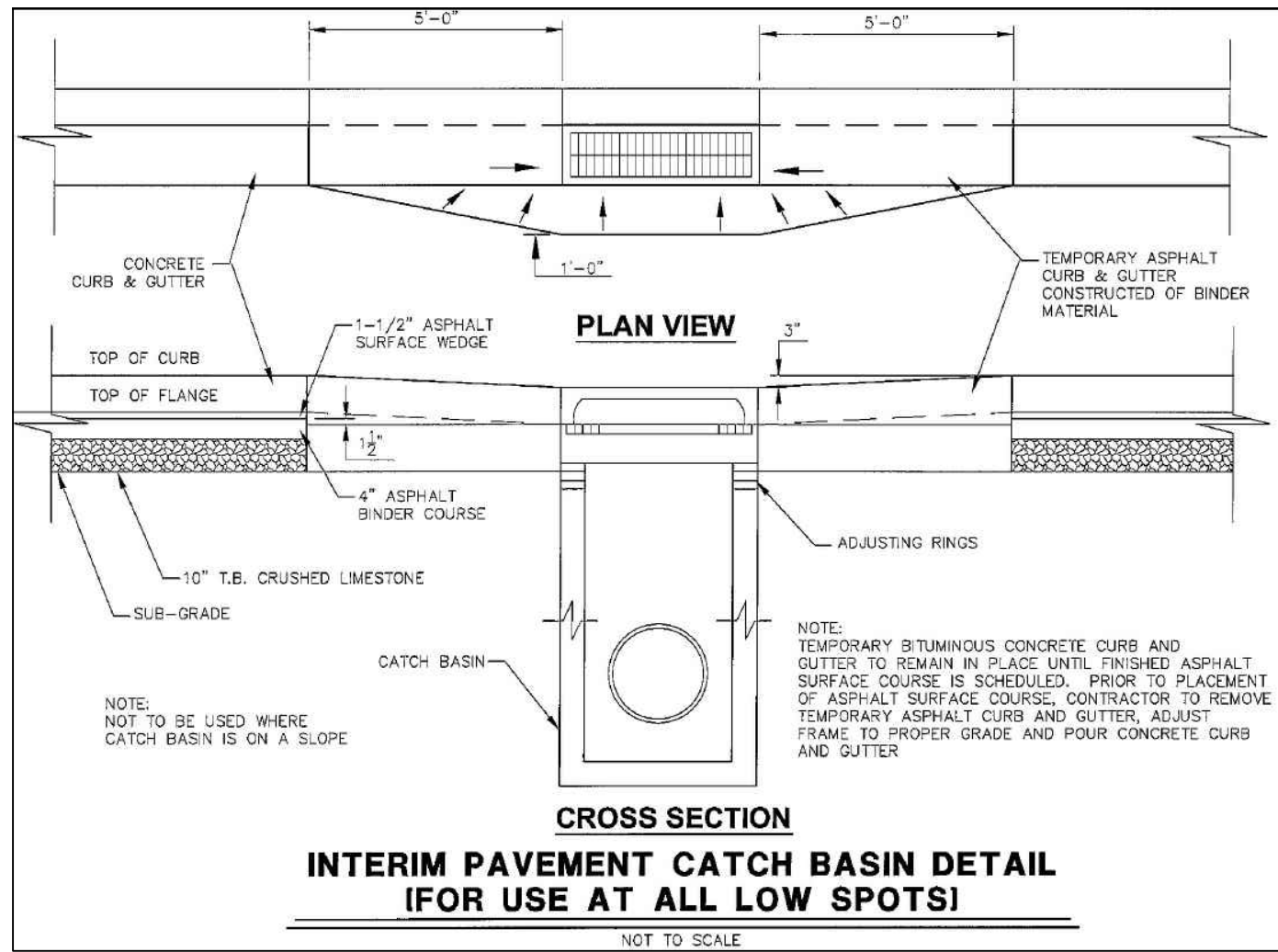
PIPE GRATE DETAIL  
NO SCALE



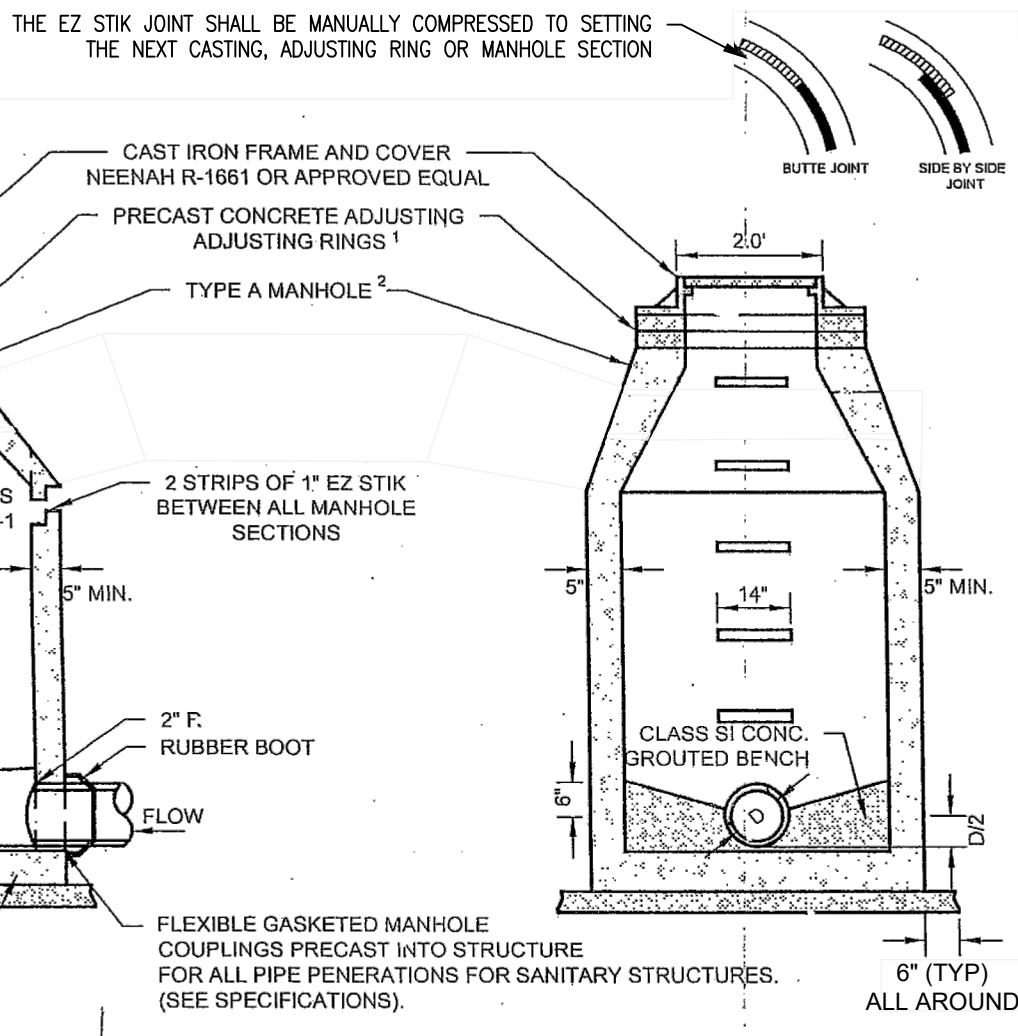
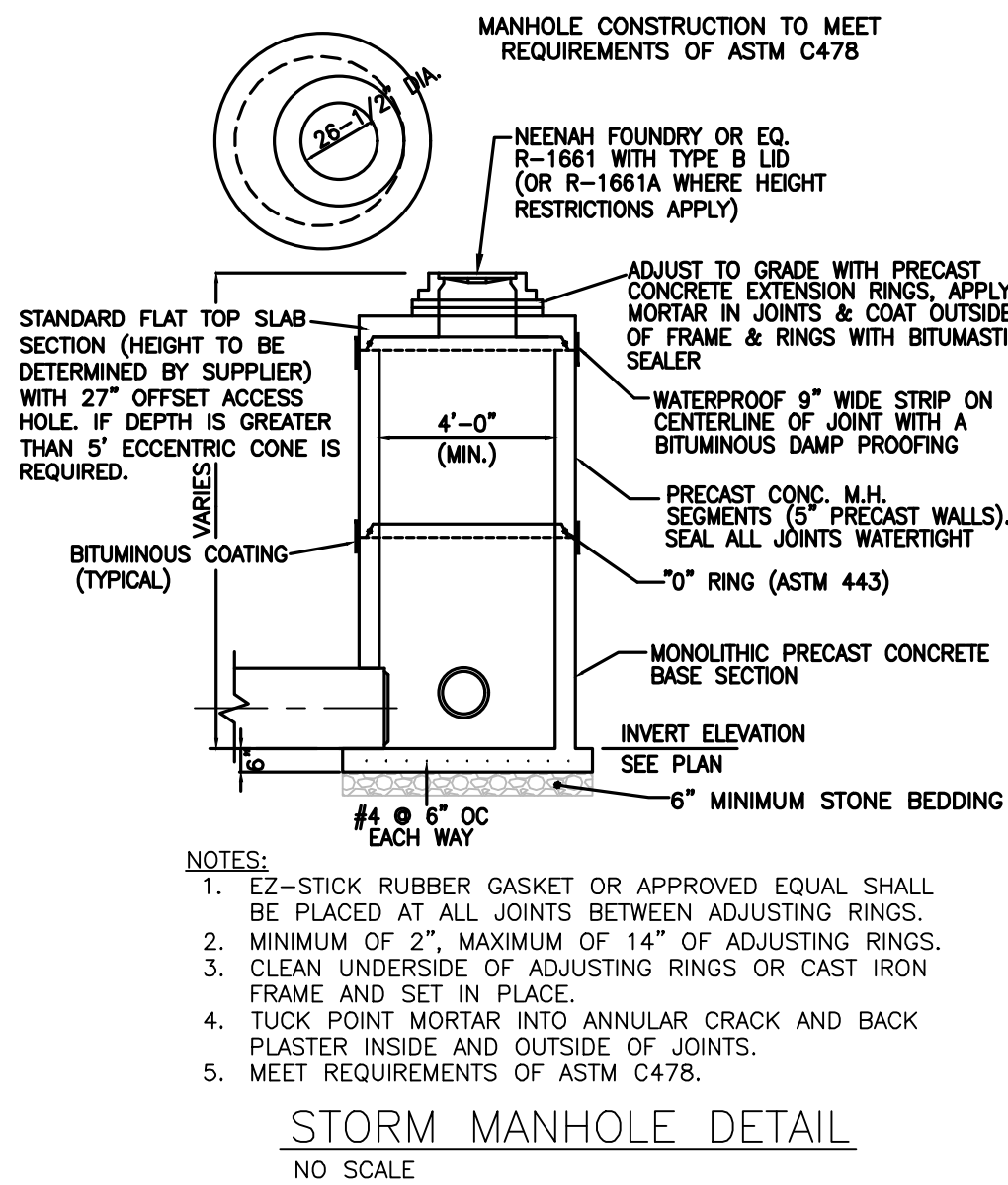
CONSTRUCTION ENTRANCE DETAIL  
NO SCALE



STORM SEWER CURB INLET DETAIL  
NO SCALE



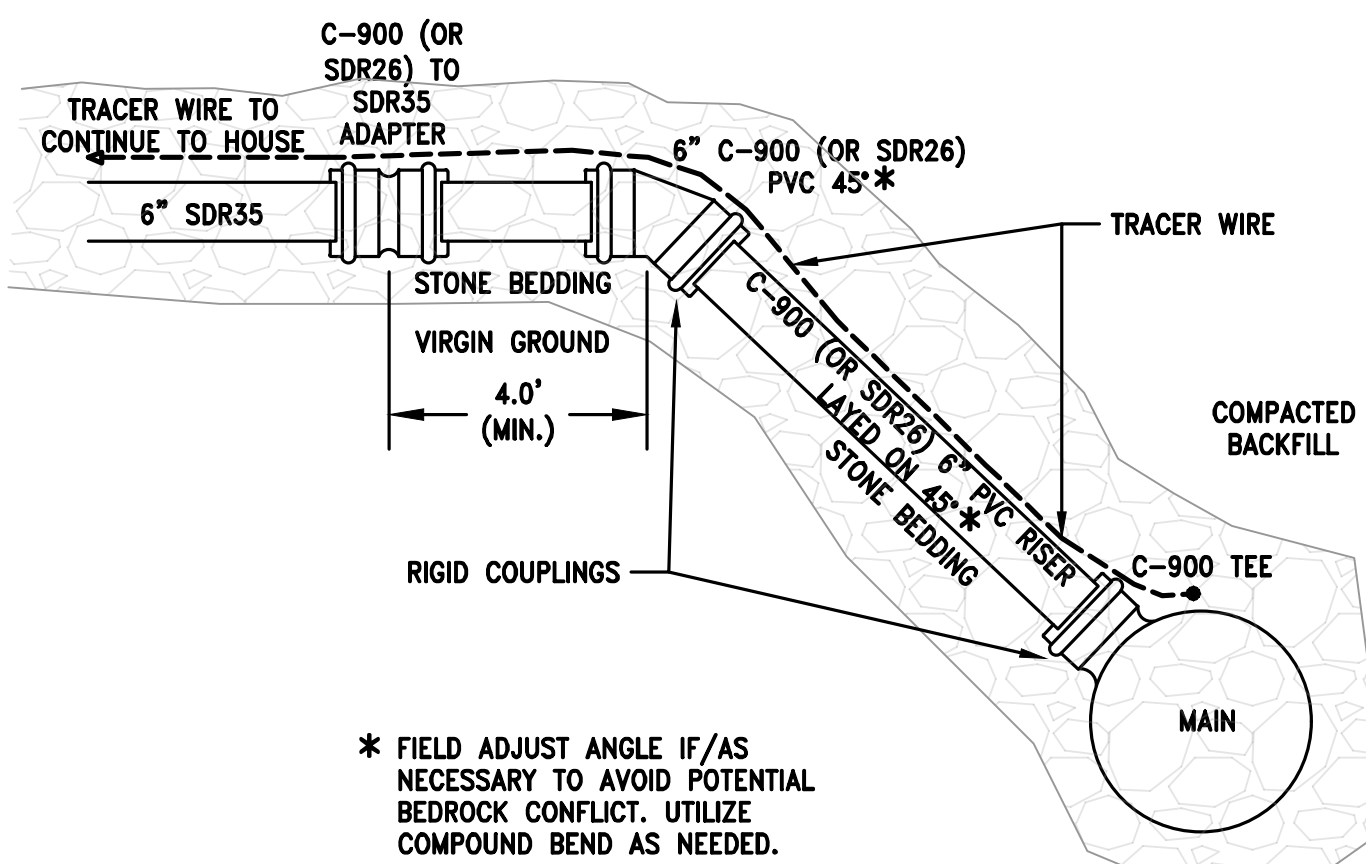
SANITARY LATERAL RISER DETAIL  
NO SCALE



#### NOTES:

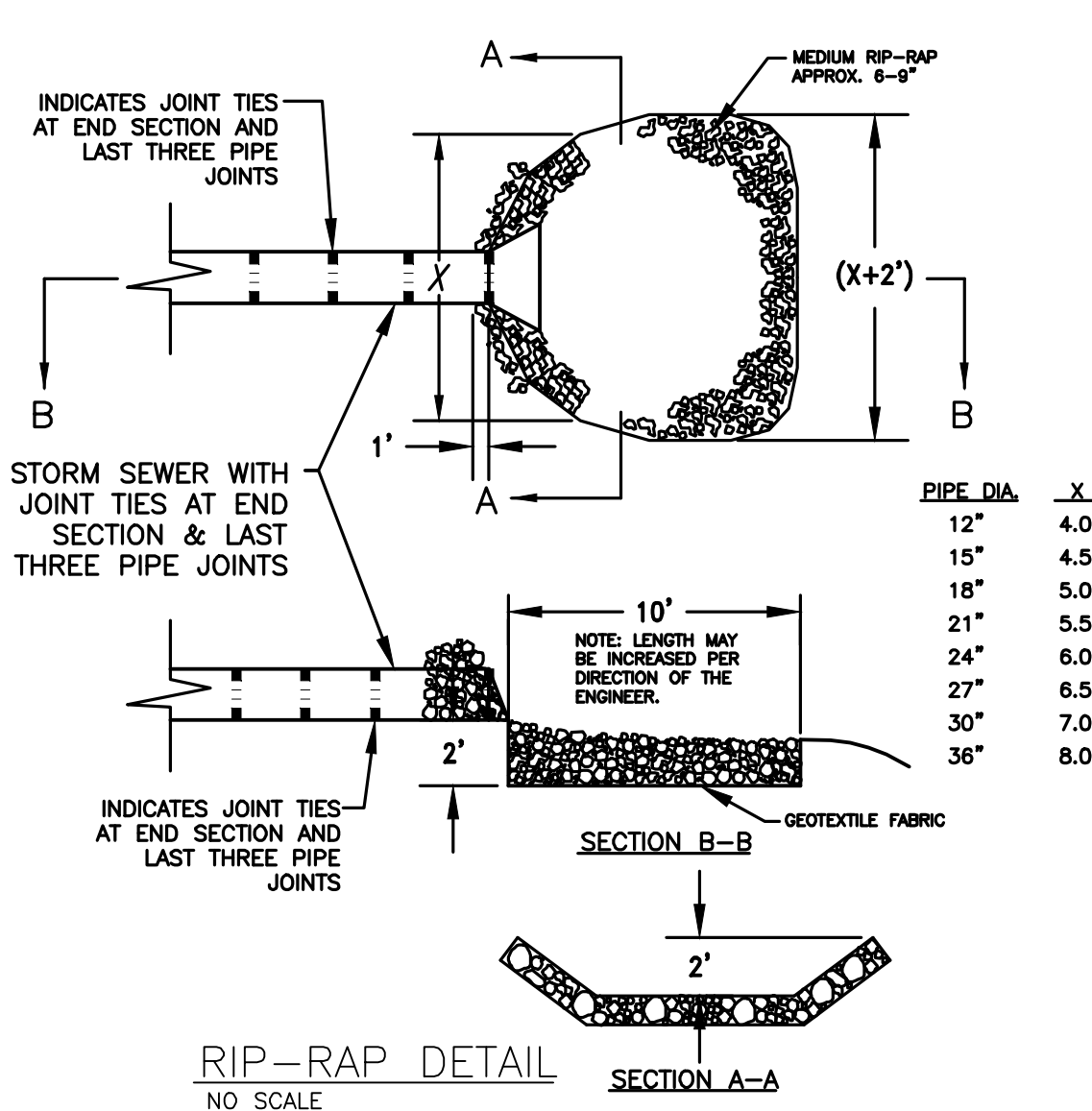
1. 1" EZ-STIK BETWEEN ALL ADJUSTMENT RINGS, BETWEEN TOP ADJUSTMENT RINGS AND FRAME. USE INTERNAL/EXTERNAL CHIMNEY SEALS, 9" WIDE BARREL WRAP AND ALL JOINTS MUST BE BACKPLASTERED INSIDE AND OUT.
2. STRUCTURE TO BE 4'-0" DIA UNLESS OTHERWISE INDICATED ON THE PLANS.
3. PRECAST ADJUSTING RINGS - 12" MAX. HEIGHT.
4. INTERNAL / EXTERNAL CHIMNEY SEALS ARE REQUIRED ON SANITARY MANHOLES.

SANITARY MANHOLE DETAIL  
NO SCALE



MODIFIED SANITARY RISER STRUCTURE  
NO SCALE

FOR RISERS GREATER THAN 6 FEET OF HEIGHT OR MAINS DEEPER THAN 16 FEET.



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**PROJECT:**  
**REDFORD HILLS**  
SINGLE FAMILY DEVELOPMENT  
VILLAGE OF SUSSEX, WISCONSIN  
BY: **GEORGE ERWIN, III**  
**CAC INVESTMENTS, LLC**

#### REVISION HISTORY

DATE	DESCRIPTION
3/04/2022	VILLAGE SUBMITTAL

#### DATE:

MARCH 4, 2022

**JOB NUMBER:**  
**21-040-953**

**DESCRIPTION:**  
**CONSTRUCTION**  
**NOTES & DETAILS**

#### SHEET

**C4.0**

RESOLUTION NO. 22-09

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
\$6,280,000 WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2022A  
OF THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN,  
AND PROVIDING FOR THE PAYMENT OF THE BONDS AND  
OTHER DETAILS WITH RESPECT TO THE BONDS

WHEREAS, the Village of Sussex, Waukesha County, Wisconsin (the "Village") owns and operates its Water System (the "System") which is operated for a public purpose as a public utility; and

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes, any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility or refunding obligations issued to finance such extensions, additions and improvements from the proceeds of bonds, which bonds are payable only from the income and revenues derived from any source by such utility and are secured by a pledge of the revenues of the utility; and

WHEREAS, pursuant to a resolution adopted on April 26, 2016 (the "2016 Resolution"), the Village has heretofore issued its Water System Revenue Refunding Bonds, Series 2016C, dated May 17, 2016 (the "2016 Bonds"), which bonds are payable from the Revenues of the System; and

WHEREAS, pursuant to a resolution adopted on August 22, 2017 (the "2017 Resolution"), the Village has heretofore issued its Water System Revenue Bonds, Series 2017C, dated September 12, 2017 (the "2017 Bonds"), which bonds are payable from the Revenues of the System on a parity with the 2016 Bonds (hereinafter the 2016 Bonds and the 2017 Bonds shall be referred to collectively as the "Prior Bonds"); and

WHEREAS, the 2016 Resolution and the 2017 Resolution permit the issuance of additional bonds payable from the Revenues of the System on a parity with the Prior Bonds upon compliance with certain conditions; and

WHEREAS, to the best of the Village Board's knowledge, information and belief, the Village complies with such conditions; and

WHEREAS, the Village also has outstanding its Water System Revenue Refunding Bonds, Series 2013, dated June 4, 2013 (the "2013 Bonds") which were issued to refinance obligations issued to finance improvements to the System; and

WHEREAS, the Village also has outstanding its Water System Revenue Bond Anticipation Notes, Series 2018A, dated June 28, 2018 (the "2018 Notes") which were issued to finance improvements to the System on an interim basis; and

WHEREAS, the Village also has outstanding its Water System Revenue Bond Anticipation Notes, Series 2019B, dated September 17, 2019 (the "2019 Notes") which were issued to finance improvements to the System on an interim basis; and

WHEREAS, the Village has determined that it is necessary and desirable to refund the 2013 Bonds, the 2018 Notes and the 2019 Notes (collectively, the "Refunded Obligations") for the purpose of achieving debt service savings and providing permanent financing for the projects financed by the 2018 Notes and the 2019 Notes (the "Refunding"); and

WHEREAS, it is necessary, desirable and in the best interests of the Village to authorize and sell water system revenue bonds (the "Bonds") for the purpose of refunding the Refunded Obligations payable solely from the revenues of the System, which bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes on a parity with the Prior Bonds; and

WHEREAS, prior to the issuance of the Bonds, monies in an amount sufficient to pay the 2022 maturity of the 2013 Bonds and all interest to accrue on the 2013 Bonds through June 1, 2022 shall be deposited in a special account for that purpose; and

WHEREAS, other than the Refunded Obligations and the Prior Bonds, the Village has no bonds or obligations outstanding which are payable from the Revenues of the System; and

WHEREAS, the Village has directed PFM Financial Advisors LLC ("PFM") to take the steps necessary to sell the Bonds; and

WHEREAS, PFM, in consultation with the officials of the Village, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on April 26, 2022; and

WHEREAS, the Village Clerk (in consultation with PFM) caused notice of the sale of the Bonds to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on April 26, 2022; and

WHEREAS, the Village has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. PFM has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, the Village Board of the Village of Sussex, Waukesha County, Wisconsin, do resolve that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Village Board of the Village hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by PFM are hereby ratified and approved in

all respects. All actions taken by officers of the Village and PFM in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization of Bonds. For the purpose of paying the cost of the Refunding, the Village shall borrow on the credit of the Revenues of the System the sum of \$6,280,000. Negotiable, fully-registered bonds of the Village, in the denomination of \$5,000, or any whole multiple thereof, shall be issued in evidence thereof. The Bonds shall be designated "Water System Revenue Refunding Bonds, Series 2022A", shall be numbered from R-1 upward and shall be dated their date of issuance. The Bonds shall bear interest at the rates per annum set forth in the Proposal and shall mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable on June 1 and December 1 of each year, commencing December 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

The Bonds maturing on June 1, 2033 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on June 1, 2032 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

The schedule of maturities is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

The Village Board hereby determines that the Refunding is advantageous and necessary to the Village.

Section 1C. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Village nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund provided for in Section 4 herein, and shall be a valid claim of the registered owner or owners thereof only against the Special Redemption Fund and the Revenues of the System pledged to such fund, on a parity with the pledge granted to the owners of the Prior Bonds. Sufficient Revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds and the Bonds as the same becomes due.

Section 2. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 3. Definitions. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Annual Debt Service Requirement" means the total amount of principal and interest due in any Fiscal Year on the Prior Bonds, the Bonds and Parity Bonds.

"Bond Year" means the one-year period ending on a principal payment date or mandatory redemption date for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Credit Facility" means any letter or line of credit, policy of bond insurance, surety bond, guarantee or similar instrument issued by a financial, insurance or other institution and which provides security and/or liquidity in respect of the Bonds or Parity Bonds.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository for the Village with respect to the Bonds.

"Fiscal Year" means the fiscal year adopted by the Village for the System, which is currently the calendar year.

"Net Revenues" means the Revenues minus all Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but excluding depreciation, debt service and tax equivalents.

"Parity Bonds" means additional bonds or obligations issued on a parity as to pledge and lien with the Bonds in accordance with the provisions of Section 7 of this Resolution.

"Regulations" means the Regulations of the Commissioner of Internal Revenue under the Code.

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) the amount currently on deposit in the Reserve Account plus 10% of the proceeds of the Bonds; (b) the maximum annual debt service on the Prior Bonds and the Bonds; and (c) 125% of average annual debt service on the Prior Bonds and the Bonds, but shall at no time exceed the maximum annual debt service requirement for outstanding obligations secured by the Reserve Account. If Parity Bonds which are to be secured by the Reserve Account are issued, the Reserve Requirement shall mean the amount on deposit in the Reserve Account prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code, but shall at no time exceed the maximum annual debt service requirement for outstanding obligations secured by the Reserve Account.

"Revenues" means all income and revenue derived from operation of the System, including the revenues received from the Village for services rendered to it and all moneys received from any other source, including income derived from investments.

"System" means the entire Water System of the Village including all property of every nature now or hereafter owned by the Village for the extraction, collection, storage, treatment, transmission, distribution, metering and discharge of industrial and potable public water, including all improvements and extensions thereto made by the Village while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Water System and including all appurtenances, contracts, leases, franchises and other intangibles.

Section 4. Income and Revenue Funds. When the Bonds shall have been delivered in whole or in part, the Revenues shall be set aside into the Water System Revenue Fund and then transferred to the following separate and special funds, which were created and established by Ordinance No. 277 adopted on June 2, 1983 and are hereby continued and shall be used and applied as described below:

- Revenues in amounts sufficient to provide for the reasonable and proper operation and maintenance of the System through the payment of Operation and Maintenance Expenses shall be set aside into the Water System Operation and Maintenance Fund (the "Operation and Maintenance Fund").

- Revenues in amounts sufficient to pay the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement shall be set aside into the Water System Revenue Bond and Interest Special Redemption Fund (the "Special Redemption Fund"), to be applied to the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement. The monies standing in the Special Redemption Fund are irrevocably pledged to the payment of principal of and interest on the Prior Bonds, the Bonds and Parity Bonds.

- Revenues in amounts sufficient to provide a proper and adequate depreciation account for the System shall be set aside into the Water System Depreciation Fund (the "Depreciation Fund").

The Operation and Maintenance Fund and Depreciation Fund shall be deposited as received in public depositories to be selected by the Village Board in the manner required by Chapter 34, Wisconsin Statutes and may be invested in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Money in the Operation and Maintenance Fund shall be used to pay Operation and Maintenance Expenses as the same come due; money not immediately required for Operation and Maintenance Expenses shall be used to accumulate a reserve in the Operation and Maintenance Fund equal to estimated Operation and Maintenance Expenses for one month. Any money then available and remaining in the Operation and Maintenance Fund may be transferred to the Surplus Fund, which fund is hereby continued.

Revenues shall be deposited in the Depreciation Fund each month until such amount as the Village Board may from time to time determine to constitute an adequate and reasonable depreciation account for the System (the "Depreciation Requirement") is accumulated therein. Money in the Depreciation Fund shall be available and shall be used, whenever necessary, to restore any deficiency in the Special Redemption Fund and for the maintenance of the Reserve Account therein. When the Special Redemption Fund is sufficient for its purpose, funds in the Depreciation Fund may be expended for repairs, replacements, new construction, extensions or additions to the System. Any money on deposit in the Depreciation Fund in excess of the Depreciation Requirement which is not required during the current Fiscal Year for the purposes of the Depreciation Fund, may be transferred to the Surplus Fund.

It is the express intent and determination of the Village Board that the amount of Revenues to be set aside and paid into the Special Redemption Fund (including the Reserve Account) shall in any event be sufficient to pay principal of and interest on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement, and the Village Treasurer shall each Fiscal Year deposit at least sufficient Revenues in the Special Redemption Fund to pay promptly all principal and interest falling due on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement.

The Revenues so set aside for payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds shall be set apart and shall be deposited in the Special Redemption Fund so that the amount required to pay principal and interest due on the Bonds, the Prior Bonds (while outstanding) and Parity Bonds on any payment date is on deposit in the Special Redemption Fund at least thirty (30) days prior to the payment date.

The minimum amounts to be so deposited for debt service on the Bonds, in addition to all amounts to be deposited to pay debt service on the Prior Bonds, are set forth on the Schedule.

The Special Redemption Fund shall be used for no purpose other than the payment of interest upon and principal of the Prior Bonds, the Bonds and Parity Bonds promptly as the same become due and payable or to pay redemption premiums. All money in the Special Redemption Fund shall be deposited in a special account and invested in legal investments subject to Section 66.0603(1m), Wisconsin Statutes, and the payments required to be made to the Special Redemption Fund shall be made directly to such account.

The Reserve Account established by a Resolution adopted on January 25, 1994 and continued by the 2016 Resolution and the 2017 Resolution shall be further continued to additionally secure the payment of principal of and interest on the Prior Bonds and the Bonds. The Village covenants and agrees that upon the issuance of the Bonds an amount sufficient to make the amount on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited into the Reserve Account and shall be maintained therein.

The Village covenants and agrees that at any time that the Reserve Account is drawn on and the amount in the Reserve Account shall be less than the Reserve Requirement, an amount equal to one-twelfth of the Reserve Requirement will be paid monthly into the Reserve Account from those funds in the Special Redemption Fund, the Operation and Maintenance Fund, the Depreciation Fund and the Surplus Fund which are in excess of the minimum amounts required by the preceding paragraphs to be paid therein until the Reserve Requirement will again have

accumulated in the Reserve Account. No such payments need be made into the Reserve Account at such times as the monies in the Reserve Account are equal to the highest remaining annual debt service requirement on the Prior Bonds, the Bonds and Parity Bonds secured by the Reserve Account. If at any time the amount on deposit in the Reserve Account exceeds the Reserve Requirement, the excess shall be transferred to the Special Redemption Fund and used to pay principal and interest on the Prior Bonds, Bonds and Parity Bonds. If for any reason there shall be insufficient funds on hand in the Special Redemption Fund to meet principal or interest becoming due on the Prior Bonds, the Bonds or Parity Bonds secured by the Reserve Account, then all sums then held in the Reserve Account shall be used to pay the portion of interest or principal on such Prior Bonds, Bonds or Parity Bonds becoming due as to which there would otherwise be default, and thereupon the payments required by this paragraph shall again be made into the Reserve Account until an amount equal to the Reserve Requirement is on deposit in the Reserve Account.

In lieu of the deposit of moneys in the Reserve Account, or in substitution of moneys previously deposited therein, the Village at any time may cause to be credited to the Reserve Account a Credit Facility for the benefit of the owners of the outstanding Prior Bonds, Bonds and any Parity Bonds secured by the Reserve Account equal to the difference between the Reserve Requirement and all other amounts then on deposit (or, in the case of substitution of moneys previously on deposit therein, the amount remaining on deposit) in the Reserve Account. Any funds in the Reserve Account that are subsequently replaced by a Credit Facility shall be deposited in the Special Redemption Fund and used to pay principal and interest on the outstanding Prior Bonds, Bonds and Parity Bonds; provided that the Village may transfer such funds to any other fund or account under this Resolution upon receipt of an opinion of nationally-recognized bond counsel to the effect that such transfer will not adversely affect the tax-exempt nature of the interest on any outstanding Prior Bonds, Bonds or Parity Bonds. The Credit Facility shall be payable (upon the giving of notice as required thereunder) on any date on which moneys will be required to be withdrawn from the Reserve Account and applied to the payment of the principal or redemption price of or interest on any Prior Bonds, Bonds or Parity Bonds when such withdrawals cannot be made by amounts credited to the Reserve Account. Any insurer providing such Credit Facility shall be an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in the highest rating category by either S&P Global Ratings, Moody's Investors Service, Inc. or Fitch, Inc. or any insurer who holds the highest policyholder rating accorded insurers by A.M. Best & Co. or any comparable service. Any bank or other institution providing such Credit Facility shall be a bank or other institution which is rated not lower than the second highest rating category by either S&P Global Ratings, Moody's Investors Service, Inc. or Fitch, Inc., and the Credit Facility itself shall be rated not lower than the ratings on the bank or other institution. If a disbursement is made pursuant to a Credit Facility provided pursuant to this paragraph, the Village shall be obligated either (i) to reinstate the maximum limits of such Credit Facility or (ii) to deposit funds into the Reserve Account, or a combination of such alternatives, so that the amount credited to the Reserve Account again equals the Reserve Requirement.

Funds in the Special Redemption Fund in excess of the minimum amounts required to be paid therein plus reserve requirements may be transferred to the Surplus Fund.

Money in the Surplus Fund shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Special Redemption Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created by this section.

Section 5. Service to the Village. The reasonable cost and value of any service rendered to the Village by the System by furnishing water services for public purposes, including reasonable health protection charges, shall be charged against the Village and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the Village collected or in the process of collection, exclusive of the Revenues, and out of the tax levy of the Village made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the amount of such reasonable cost and value shall be equal to such amount as may be necessary from year to year to pay the balance of an amount which, together with Revenues of the System, will produce Net Revenues equivalent to not less than 1.25 times the Annual Debt Service Requirement. Such compensation for such service rendered to the Village shall, in the manner provided hereinabove, be paid into the separate and special funds described in Section 4 of this Resolution. However, such payment is subject to (a) annual appropriations by the Village Board therefor, (b) approval of the Wisconsin Public Service Commission, or successors to its function, if necessary, and (c) applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Village to make any such appropriation over and above the reasonable cost and value of services rendered to the Village and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 6. Operation of System; Village Covenants. It is covenanted and agreed by the Village with the owner or owners of the Bonds, and each of them, that:

(a) The Village will faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, and will collect and segregate the Revenues of the System and apply them to the respective funds and accounts described hereinabove;

(b) The Village will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions, extensions, or improvements that may be made part thereto, except that the Village shall have the right to sell, lease or otherwise dispose of any property of the System found by the Village Board to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Special Redemption Fund or applied to the acquisition or construction of capital facilities for use in the normal operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund;

(c) The Village will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or its Revenues or could impair the security of the Bonds;

(d) The Village will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Fiscal Year Net Revenues shall not be less than 125% of the Annual Debt Service Requirement, and so that the Revenues of the System herein agreed to be set aside to provide for the payment of the Prior Bonds, the Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes;

(e) The Village will prepare a budget not less than sixty days prior to the end of each Fiscal Year and, in the event such budget indicates that the Net Revenues for each Fiscal Year will not exceed the Annual Debt Service Requirement for each corresponding Fiscal Year by the proportion stated hereunder, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of Net Revenues to the Annual Debt Service Requirement shall be accomplished as promptly as possible;

(f) The Village will keep proper books and accounts relative to the System separate from all other records of the Village and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year; (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the Village has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (7) the volume of water used as the basis for computing the service charge. The owners of any of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Village relating thereto; and

(g) So long as any of the Bonds are outstanding the Village will carry for the benefit of the owners of the Bonds insurance of the kinds and in the amounts normally carried by private companies or other public bodies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenue of the System payable into the separate funds and accounts named in Section 4 of this Resolution. All money received for losses under any casualty policies shall be used in repairing the damage or in replacing the property destroyed provided that if the Village Board shall find it is inadvisable to repair such damage or replace such property and that the operation of the System has not been impaired thereby, such money shall be deposited in the Special Redemption Fund, but in that event such payments shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund.

Section 7. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if their lien and pledge is

junior and subordinate to that of the Bonds. Additional obligations may be issued on a parity with the Bonds as to the pledge of Revenues of the System ("Parity Bonds") only if all of the following conditions are met:

a. The Debt Service Coverage Test (described below) must be satisfied:

(1) The Debt Service Coverage Test is satisfied if the Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds were equal to at least 1.25 times the highest annual principal and interest requirements on all bonds outstanding payable from Revenues of the System and on the bonds then to be issued in any Fiscal Year. Should an increase in permanent rates and charges, including those made to the Village, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Revenues for purposes of such computation shall include such additional Revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The Debt Service Coverage Test is also satisfied if an independent certified public accountant or consulting professional engineer provides a certificate setting forth for each of the three Fiscal Years commencing with the Fiscal Year following that in which the projects financed by such additional bonds are to be completed, the projected Net Revenues and the maximum annual interest and principal requirements on all bonds outstanding payable from the Revenues of the System and on the bonds then to be issued (the "Maximum Annual Debt Service Requirement"); and demonstrating that for each such Fiscal Year the projected Net Revenues will be in an amount not less than 125% of such Maximum Annual Debt Service Requirement.

b. The payments required to be made into the funds and accounts enumerated in Section 4 of this Resolution (including the Reserve Account, but not the Surplus Fund) must have been made in full.

c. The Parity Bonds must have debt service (principal and/or interest) falling due on June 1 and December 1 of each year.

d. If the Parity Bonds are to be secured by the Reserve Account, the amount on deposit in the Reserve Account must be increased to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 3 of this Resolution. This requirement may be satisfied through the deposit of cash or a Credit Facility.

e. The proceeds of the Parity Bonds must be used only for the purpose of providing additions, extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 8. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced above and incorporated herein) be and it hereby is accepted and the President and Village Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on

behalf of the Village. The good faith deposit of the Purchaser shall be retained by the Village Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the Village are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 9. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Special Redemption Fund. An amount of proceeds of the Bonds sufficient to make the amount currently on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited in the Reserve Account. An amount of proceeds of the Bonds sufficient to provide for the payment of the Refunded Obligations shall be deposited in a special account designated the "Refunding Fund" for that purpose. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Bonds.

Section 10. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

a. The Village may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and

b. This Resolution may be amended, in any respect, with the written consent of the owners of not less than two-thirds of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Village; provided, however, that no amendment shall permit any change in the pledge of Revenues derived from the System, or in the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 11. Defeasance. When all Bonds have been discharged, all pledges, liens, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Village may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The Village, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The Village, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the

rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Village's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Village's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for. Upon such payment or deposit, in the amount and manner provided by this Section, all liability of the Village with respect to the Bonds shall cease, terminate and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

Section 12. Investments and Arbitrage. Monies accumulated in any of the funds and accounts referred to in Sections 4 and 9 hereof which are not immediately needed for the respective purposes thereof, may be invested in legal investments subject to the provisions of Sec. 66.0603(1m), Wisconsin Statutes, until needed. All income derived from such investments shall be credited to the fund or account from which the investment was made; provided, however, that at any time that the Reserve Requirement is on deposit in the Reserve Account, any income derived from investment of the Reserve Account shall be deposited into the Special Redemption Fund and used to pay principal and interest on the Bonds. A separate banking account is not required for each of the funds and accounts established under this Resolution; however, the monies in each fund or account shall be accounted for separately by the Village and used only for the respective purposes thereof. The proceeds of the Bonds shall be used solely for the purposes for which they are issued but may be temporarily invested until needed in legal investments. No such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations.

An officer of the Village, charged with the responsibility for issuing the Bonds, shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations.

Section 13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Village and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 10, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Village, the governing body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Village, its governing body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 15. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the Village Finance Director (the "Fiscal Agent").

Section 16. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 17. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 18. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent

consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 19. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 20. Redemption of Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on June 1, 2022 at a price of par plus accrued interest to the date of redemption.

The Village hereby directs the Village Clerk to work with PFM to cause timely notice of redemption, in substantially the forms attached hereto as Exhibits F-1, F-2 and F-3 and incorporated herein by this reference (collectively, the "Notices"), to be provided at the times, to the parties and in the manner set forth on the Notices. All actions heretofore taken by the officers and agents of the Village to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 21. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 22. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 23. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 24. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 25. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 26. Conflicting Ordinances or Resolutions. All prior ordinances, resolutions (other than the 2016 Resolution and the 2017 Resolution), rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the 2016 Resolution or the 2017 Resolution, the 2016 Resolution or the 2017 Resolution shall control so long as any bonds authorized by such resolutions are outstanding.

Adopted, approved and recorded April 26, 2022.

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Anthony J. LeDonne  
President

ATTEST:

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Jennifer Moore  
Interim Village Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
WAUKESHA COUNTY  
NO. R- VILLAGE OF SUSSEX \$  
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2022A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
June 1, \_\_\_\_\_, 2022 \_\_\_\_\_ % \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the Village of Sussex, Waukesha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Village Finance Director (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on June 1, 2033 and thereafter are subject to redemption prior to maturity, at the option of the Village, on June 1, 2032 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating \$6,280,000, issued for the purpose of refunding obligations of the Village issued to finance additions, improvements and extensions to the Water System of the Village, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted April 26, 2022, and entitled: "A Resolution Authorizing the Issuance and Sale of \$6,280,000 Water System Revenue Refunding Bonds, Series 2022A, of the Village of Sussex, Waukesha County, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds" (the "Resolution") and is payable only from the revenues of said Water System which have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by Ordinance No. 277 adopted by the Village on June 2, 1983 and continued by the Resolution. The Bonds are issued on a parity with the Village's Water System Revenue Refunding Bonds, Series 2016C, dated May 17, 2016 and Water System Revenue Bonds, Series 2017C, dated September 12, 2017. This Bond does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory debt limitation or provision.

This Bond has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Village from the operation of its Water System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Village of Sussex, Waukesha County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF SUSSEX,  
WAUKESHA COUNTY, WISCONSIN

By: \_\_\_\_\_  
Anthony J. LeDonne  
President

(SEAL)

By: \_\_\_\_\_  
Jennifer Moore  
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT F-1

NOTICE OF FULL CALL\*

Regarding

VILLAGE OF SUSSEX  
WAUKESHA COUNTY, WISCONSIN  
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2013  
DATED JUNE 4, 2013

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the Village for prior payment on June 1, 2022 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
06/01/2023	\$155,000	2.00%	869322BC0
06/01/2024	160,000	2.50	869322BD8
06/01/2025	165,000	2.75	869322BE6
06/01/2026	165,000	3.00	869322BF3
06/01/2027	170,000	3.00	869322BG1
06/01/2028	170,000	3.00	869322BH9

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before June 1, 2022.

Said Bonds will cease to bear interest on June 1, 2022.

By Order of the  
Village Board  
Village of Sussex  
Village Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission, or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to June 1, 2022 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

EXHIBIT F-2

NOTICE OF FULL CALL\*

Regarding

VILLAGE OF SUSSEX  
WAUKESHA COUNTY, WISCONSIN  
WATER SYSTEM REVENUE BOND ANTICIPATION NOTES, SERIES 2018A  
DATED JUNE 28, 2018

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have the CUSIP No. as set forth below have been called by the Village for prior payment on June 1, 2022 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
06/01/2023	\$3,805,000	3.00%	869322CL9

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before June 1, 2022.

Said Notes will cease to bear interest on June 1, 2022.

By Order of the  
Village Board  
Village of Sussex  
Village Clerk

Dated \_\_\_\_\_

\_\_\_\_\_  
\* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission, or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to June 1, 2022 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

EXHIBIT F-3

NOTICE OF FULL CALL\*

Regarding

VILLAGE OF SUSSEX  
WAUKESHA COUNTY, WISCONSIN  
WATER SYSTEM REVENUE BOND ANTICIPATION NOTES, SERIES 2019B  
DATED SEPTEMBER 17, 2019

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have the CUSIP No. as set forth below have been called by the Village for prior payment on June 1, 2022 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
12/01/2023	\$1,300,000	1.50%	869322CM7

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before June 1, 2022.

Said Notes will cease to bear interest on June 1, 2022.

By Order of the  
Village Board  
Village of Sussex  
Village Clerk

Dated \_\_\_\_\_

\_\_\_\_\_  
\* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission, or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to June 1, 2022 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).



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

To: Village Board

From: Nancy Whalen

Date: April 13, 2022

RE: Cyber Insurance Renewal for May 1, 2022

The insurance renewal rates are in for cyber coverage. Based on comments received from our agent, all rates have increased significantly and there were eight companies that declined to provide a quote. The premium on our expiring coverage was \$3,789. There were two quotes received. Staff is recommending coverage through Tokyo Marine for \$5,959. This amount provides up to \$1,000,000 in coverage and has a \$10,000 deductible. The other quote provided up to \$2,000,000 in coverage with a \$50,000 deductible and a premium of \$22,315.

When the recommended coverage is added to the other renewal rates, our total premium will be \$224,378. The 2022 budget for insurance is \$231,472 so it will cover all coverage.

At this time, we are seeking approval to renew our cyber insurance for the upcoming policy period.

STATE OF WISCONSIN      VILLAGE OF SUSSEX      WAUKESHA COUNTY

RESOLUTION NO. 22-10

A RESOLUTION IN SUPPORT  
OF TOWN OF LISBON INCORPORATION

WHEREAS, the Town of Lisbon has filed a Petition for Incorporation of the Town as a Village; and,

WHEREAS, The Town of Lisbon has changed over the past decade in terms of urban development, service provision, and,

WHEREAS, the Town has been a good neighbor to the Village of Sussex, engaging in the sharing of services and potential additional opportunities for collaboration in the future; and,

WHEREAS, the Village of Sussex believes that the Town of Lisbon currently possesses all of the attributes qualifying for incorporation as a Village.

NOW THEREFORE the Village of Sussex, by this Resolution, supports Incorporation of the Town as a Village .

Dated this 26th day of April 2022.

Document Number

**Second Amendment to  
Memorandum of Understanding  
(by and between Equity Trust  
Company and the Village of  
Sussex)**

Document Title

This Document was drafted by and

should be returned to:

Wangard Partners, Inc.

Attn: Tim Voeller, Esq.

1200 N. Mayfair Road, Suite 310

Milwaukee, Wisconsin 53226

\_\_\_\_\_  
Parcel Identification Number (PIN)

**CUSTODIAN f/b/o STEWART WANGARD IRA**  
And  
**VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN**

**THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING** (this “Amendment”) is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2022, (the “Effective Date”) by and between Equity Trust Company Custodian FBO Stewart Wangard IRA (“Owner”), and the Village of Sussex in the County of Waukesha and the State of Wisconsin (“Village”).

**RECITALS:**

WHEREAS, Owner and Village are parties to that certain Memorandum of Understanding dated July 11, 2019 and as further amended by that certain First Amendment to Memorandum of Understanding dated June 29, 2021 (collectively, the “MOU”) wherein Owner authorized a deferred special charge on the Burdened Land to secure repayment of the SIB Loan Amount to the Village;

WHEREAS, Owner wishes to sell a portion of the property and desires that a portion of the Burdened Land be released from the MOU;

WHEREAS, the definition and legal description of the Burdened Land attached as Exhibit A to the MOU has changed as the result of the recording of a new Certified Survey Map with the Waukesha County Register of Deeds Office on \_\_\_\_\_ as Document No. \_\_\_\_\_; and

WHEREAS, Owner and Village now desire to amend the MOU to replace Exhibit A attached thereto with the Exhibit A attached to this Amendment, which reflects the current definition and legal description for the Burdened Land.

**AGREEMENTS:**

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Burdened Land. The definition and legal description for the Burdened Land attached as Exhibit A to the MOU shall be hereby replaced by Exhibit A attached to this Amendment.
2. Except as otherwise defined herein or as capitalized in ordinary usage, all capitalized terms used herein shall have the same meaning as set forth for such terms in the MOU.
3. Except as expressly provided for herein, all of the terms, covenants and provisions of the MOU shall remain in full force and effect and are hereby ratified and confirmed.
4. This Amendment may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. The parties agree that scanned and electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE TO FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

**OWNER**

EQUITY TRUST COMPANY  
CUSTODIAN FBO STEWART WANGARD IRA

By: \_\_\_\_\_

Jeffery S. Brown, Authorized Signatory

**NOTARY FOR OWNER**

STATE OF OHIO  
COUNTY OF CUYAHOGA

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, the above named **Jeffery S. Brown, Authorized Signatory of Equity Trust Company, Custodian FBO Stewart Wangard IRA**, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_

NOTARY PUBLIC, STATE OF OHIO

My commission expires: \_\_\_\_\_

SIGNATURE PAGE TO FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

**VILLAGE**

VILLAGE OF SUSSEX  
WAUKESHA COUNTY, WISCONSIN

\_\_\_\_\_  
Anthony J. LeDonne, VILLAGE President

\_\_\_\_\_  
\_\_\_\_\_, VILLAGE Clerk

**NOTARY FOR VILLAGE**

STATE OF WISCONSIN  
COUNTY OF WAUKESHA

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, the above named Anthony J. LeDonne, VILLAGE President, and \_\_\_\_\_, \_\_\_\_\_ Clerk, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WISCONSIN  
My commission expires: \_\_\_\_\_

**Exhibit A**

**Description of Burdened Land**

Lot 2 of Certified Survey Map No. \_\_\_\_\_, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on \_\_\_\_\_, 2022, being a redivision of Lot 3 of Certified Survey Map No. 12196, recorded as Document No. 4597423, being part of the Northeast 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin.



HORNE-MUDLITZ POST #6377  
P.O. Box 402  
Sussex, WI 53089

April 18, 2022

RE: Sussex Memorial Day Parade – Monday, May 30, 2022

Sponsored by VFW Horne-Mudlitz Post #6377-“Celebrating 76 years in Sussex”

Village of Sussex Board:

Horne-Mudlitz VFW Post 637 will sponsor the annual Memorial Day Parade on Monday, May 30, 2022 at 10:30AM. This event marks the 76<sup>th</sup> year of the VFW organization in the Village of Sussex.

We request to close the following parade route between the hours of 10:15-11:15. The parade will line up in the Village Hall parking lot. The parade will proceed out of the driveway going East on Main Street past Waukesha Avenue and turning South (before RR tracks) into the parking lot behind Rumors to the VFW back entry. Memorial Service will begin after the parade on VFW grounds.

A copy of this request will be sent to the Waukesha County Sheriff's Department and the Waukesha County Highway Dept. Please verify if this is approved by the Village Board as soon as possible as we must let all parade participants know. If you have any questions, please feel free to contact me at 414-315-8469.

Respectfully,

Gabe Kolesari  
Commander  
Horne-Mudlitz Post No. 6377

### **Citizen Appointments**

Plan Commission: Debbie Anderson

Board of Fire Commission: Andrea Weber

Library Board: Matt Carran and Ann Wegner

*Per the Village Board Policy, the remaining citizen appointments will be presented at the June 14<sup>th</sup> Board meeting.*