



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

VILLAGE BOARD
VILLAGE OF SUSSEX
6:00 PM - TUESDAY, MARCH 28, 2023
SUSSEX CIVIC CAMPUS – BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes from the Village Board meetings held on March 14, 2023.
4. Communications and Public Hearing(s)
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions.
 - B. Public Hearings
 1. Rezoning Ordinance No. 888 for SUXV203.993.001 to be zoned TS-1 Traditional Suburban Single Family Residential District with a PDO.
 2. Ordinance 889 to repeal and recreate Section 17.0807(C)(1) regarding Electronic Message Signs in Section 17.0800 Signs and Section 17.0704 regarding Accessory Uses and Structures in the Village.
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 and possible action on Special Event Application for Amorphic Brewing Beer Garden.
 2. Recommendation and possible action on 2023 Cemetery Lawn Services Contract
 - 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 Rezoning Ordinance 888 for SUXV203.993.001 to be zoned the TS-1 Traditional Suburban Single Family Residential District with a Planned Development Overlay District.
 2. Recommendation and possible action on Preliminary Plat for the Golden Fields of Sussex development located at N74W24659 Lauren Drive.
 3. Recommendation and possible action on an Ordinance 889 to repeal and recreate Section 17.0807(C)(1) regarding Electronic Message Signs in Section 17.0800 Signs and Section 17.0704 regarding Accessory Uses and Structures in the Village.
- 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 meetings.
 7. Comments from citizens present.
 8. Old Business.
 - A. Consideration and possible action on Well #4 updates and repair cost.
 - B. Consideration and possible action on Authorization for the sale of Village owned lands adjacent to the cemetery to Neumann Developments, Incorporated or its affiliate and the Village officials to sign all necessary documents to sell the subject property.
 - C. Consideration and possible action on Authorization for Village to purchase outlot 1 of the preliminary plat for Vista Run from Neumann Developments, Incorporated or its affiliate and the Village officials to sign all necessary documents to purchase the subject property.
 9. New Business.
 - A. Consideration and possible action on Developer's Agreement for Golden Fields of Sussex.
 10. Consideration and possible action on resignations and appointments.
 1. Election Workers
 11. Adjournment

Anthony LeDonne
Village President

Jeremy Smith
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may 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 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
March 14, 2023**

1. Roll Call

Clerk Moore called the meeting to order at 6:00pm.

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

Members excused: President Anthony LeDonne

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

In the absence of the Village President, Clerk Moore called for nominations to act as chairman for tonight's meeting. Adkins nominated himself, seconded by Uecker. All voted aye; motion carried.

1. Pledge of Allegiance

Trustee Adkins led the pledge of Allegiance.

2. Meeting Minutes

Motion by Wells, seconded by Uecker to approve the February 28, 2023 Village Board meeting minutes as presented. Motion carried 6-0

3. Communications and Public Hearings

A. Village President Report

Trustee Adkins listed several upcoming meetings and events in the Village of Sussex including:

3/15 – Library Board 6:00pm

3/21 – In person absentee voting begins and runs through 3/31

Senior Advisory Committee meeting at 2:00pm

Community Development Authority meeting at 5:30pm

Plan Commission meeting at 6:30pm

Park & Recreation Board meeting at 6:30pm

4. Committee Reports

A. Finance and Personnel Committee

1. Motion by Jarvis, seconded by Zoellick to approve the closing period and February Check Register and P-card Statement in the amount of \$7,478,766.89.
Motion carried 6-0
2. Motion by Jarvis, seconded by Zoellick to approve the February Ace Hardware purchases in the amount of \$490.34.
Motion carried 6-0
3. Motion by Jarvis, seconded by Riedel to approve the temporary Class "B" retail license for the sale of fermented malt beverages for the Sussex Baseball Club Concession Stand Tetzlaff Field at Sussex Village Park from May 1, 2023 and ending on September 30, 2023, Agent: Scott Wesline.
Motion carried 6-0
4. Motion by Jarvis, seconded by Wells to approve Resolution 23-10, a Resolution to amend the 2022 General Fund Budget.
Motion carried 6-0
5. Motion by Jarvis, seconded by Wells to approve Resolution No. 23-11, a Resolution Awarding the Sale of \$2,945,000 General Obligation Street Improvement Bonds, Series 2023A. (Uecker abstained) Motion carried 5-0
6. Motion by Jarvis, seconded by Uecker to approve Resolutions 23-12 through 23-21, Resolutions to refund taxes due to palpable error.
Motion carried 6-0

B. Public Works Committee

1. Motion by Adkins, seconded by Zoellick to approve the February invoices in the amount of \$135,748.04.
Motion carried 6-0
2. Motion by Adkins, seconded by Zoellick to approve the Request to Assume Maintenance Obligations for Stormwater Facility in Village Estates Subdivision.
Motion carried 6-0

5. Staff Reports

- A. Ms. McElroy-Anderson
Seasonal positions are available with the Village.
Parks department had a celebration for officially dropping 60 dead trees in the Village this winter.
- B. Mr. Smith
Village Dance Recital at the Fine Arts Center sold 550 tickets and was a great show
The fire department delivered a baby during the snow storm. Scott Asher led the emergency vehicles to the house with the plow truck so they could get there safely
- C. Mr. Macy
No report
- D. Ms. Moore

April 4 is the spring election. March 21 starts in person absentee voting. Spring ballot is large and includes three state referendum questions.

6. Comments from citizens

None

7. Old Business

None

8. New Business

None

9. Resignations and appointments

None

10. Adjournment

A motion by Adkins, seconded by Wells to Adjourn at 6:25pm.

Motion carried 6-0

Respectfully submitted,
Jennifer Moore
Clerk-Treasurer

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

ORDINANCE NO. 888

AN ORDINANCE TO CONDITIONALLY REZONE
CERTAIN LANDS IN THE VILLAGE OF SUSSEX TO
TS-1 TRADITIONAL SUBURBAN SINGLE-FAMILY RESIDENTIAL
WITH A PLANNED DEVELOPMENT OVERLAY DISTRICT

WHEREAS: A petition has been filed by Hartford Land Development LLC on behalf of the property owners Richard A Merske Revocable Trust (“Petitioner”) of certain lands in the Village of Sussex 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 TS-1 Traditional Suburban Single-Family Zoning District with a Planned Development Overlay District 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 of the Village Code, the Village Board held a public hearing on _____, 2023, as required by Section 17.0435(C)(4) of the Village Code; and

WHEREAS: The Plan Commission has reviewed the basis for approval described in Section 17.0435(D) of the Village Code and has made the following findings, subject to all terms and conditions of this zoning ordinance being satisfied:

1. That the petitioners for the proposed Planned Development Overlay District have indicated that they intend to begin the physical development of the PDO within nine (9) months following the approval of the petition and that the development will be carried out according to a reasonable construction schedule satisfactory to the Village.
2. That the proposed Planned Development Overlay District is consistent in all respects to the purpose of this Section and to the spirit and intent of this Ordinance; is in conformity with the adopted master plan or any adopted component thereof; and, that the development would not be contrary to the general welfare and economic prosperity of the community.
3. The proposed site shall be provided with adequate drainage facilities for surface and storm waters.
4. The proposed site shall be accessible from public roads that are adequate to carry the traffic that can be expected to be generated by the proposed development.

5. No undue constraint or burden will be imposed on public services and facilities, such as fire and police protection, street maintenance, and maintenance of public areas by the proposed development.
6. The streets and driveways on the site of the proposed development shall be adequate to serve the residents of the proposed development and shall meet the minimum standards of all applicable ordinances or administrative regulations of the Village.
7. Public water and sewer facilities shall be provided.
8. The entire tract or parcel of land to be included in a Planned Development Overlay District is held under single ownership.
9. Such development will create an attractive residential environment of sustained desirability and economic stability, including structures in relation to terrain, consideration of safe pedestrian flow, ready access to recreation space, and coordination with overall plans for the community.
10. The total net residential density within the Planned Development Overlay District will be compatible with the Village master plan or component thereof.
11. Provision has been made for the installation of adequate public facilities and the continuing maintenance and operation of such facilities.
12. Adequate, continuing fire and police protection is available.
13. The population composition of the development will not have an adverse effect upon the community's capacity to provide needed school or other municipal service facilities.
14. Adequate guarantee is provided for permanent preservation of open space areas as shown on the approved site plan either by private reservation and maintenance or by dedication to the public.

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 17.0435(D) of the Village Code, 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 zoned to TS-1 Traditional Suburban Single-Family Residential (20 acres) with a Planned Development Overlay District, 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 March 21, 2023 and in substantial conformity with the presentation at the public hearing at the Village Board on _____, 2023 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. Lot Sizes and Setbacks.
 - A. The proposed development will contain 26 single family detached homes. Lot sizes will not be less than 20,000 square feet. The average lot size is 28,096 square feet with the smallest lot containing 20,300 square feet and the largest containing 47,453 square feet. The lot width will be a minimum of 100 feet at the street yard setback line. The setbacks for these lots shall be 40 feet front yard, 15 feet side yard, and 30 feet rear yard.
 - B. The minimum living area of a one-story single-family home would be 2,000 square feet. The minimum living area of a two-story single-family home would be 2,400 square feet. The Minimum finished first floor of a two-story single-family home would be 1,200 square feet.
4. Phasing Plan. The proposed subdivision is to be platted and developed as a single

phase.

5. 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 18.0703 of the Village Code.
6. Special Assessment. The payment of outstanding special assessments owed on this property must be paid in full prior to starting any site work.
7. 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.
8. 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.
9. Required Plans and Engineer Satisfaction. Subject to the Petitioner submitting to and receiving written approval from the Village Plan Commission 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
 3. Storm water Management Plans with the appropriate maintenance requirements and outlots. The outlots for the stormwater ponds shall be owned by the Village.
 - 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 along the entirety of Overland Road, Carol Ann Circle, and Lauren Drive. Sidewalks shall be on one side of all non cul-de sac roads internal to the subdivision.
 - D. Street Tree Plan for the entire site, which shall be planted by the Developer no later than 12 months from the date of approval of the Final Plat within the optimal

spring or fall planting season.

- E. 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 new lots with the existing subdivision to the East and West where appropriate.
 - F. Tree Mitigation and Preservation Plan and payment of any fees associated with said plan, and the proper 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.
 - G. Street plans and any necessary approvals from Waukesha County and the State of Wisconsin.
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 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 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 _____, 2023.

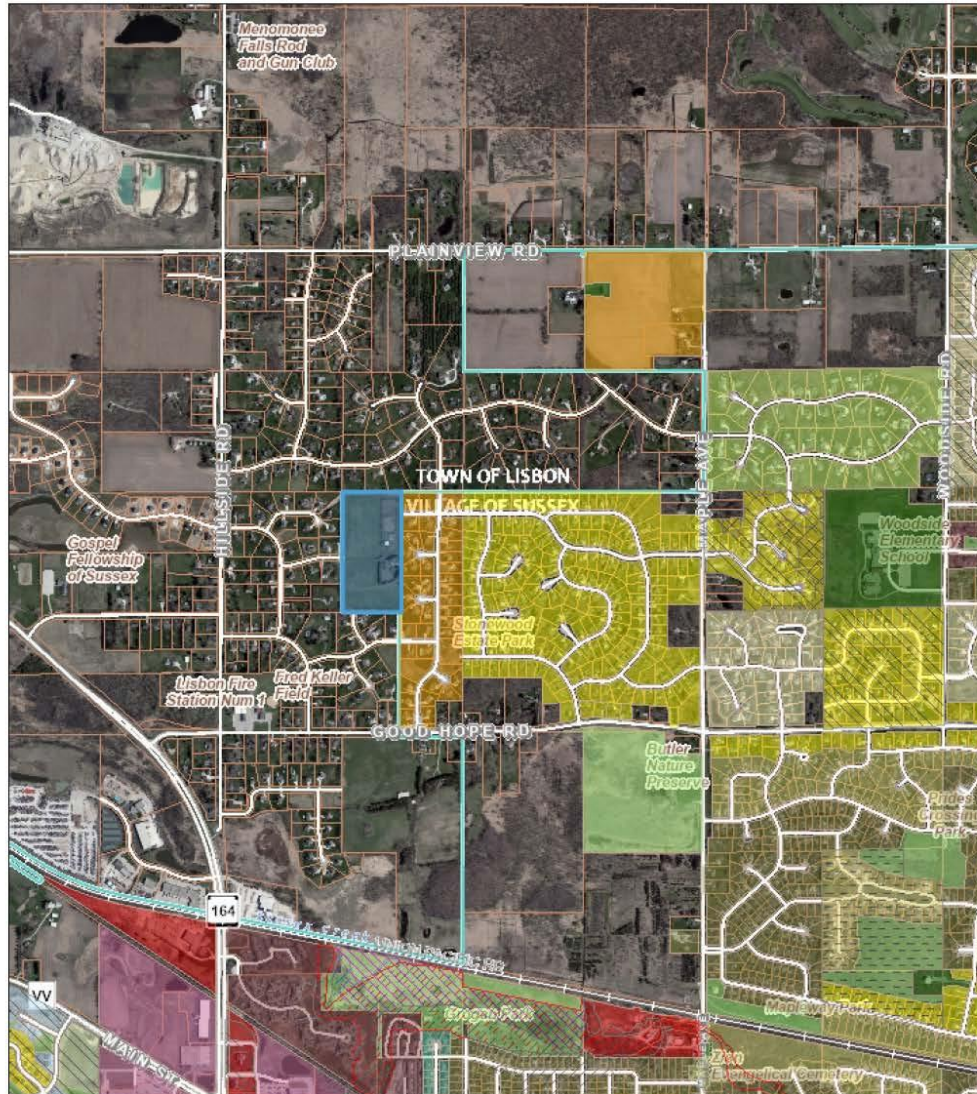
VILLAGE OF SUSSEX

Anthony LeDonne
Village President

ATTEST: _____
Jennifer Moore
Village Clerk-Treasurer

Published and/or posted this _____ day of _____, 2023.

EXHIBIT A



Village of Sussex

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Sussex does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



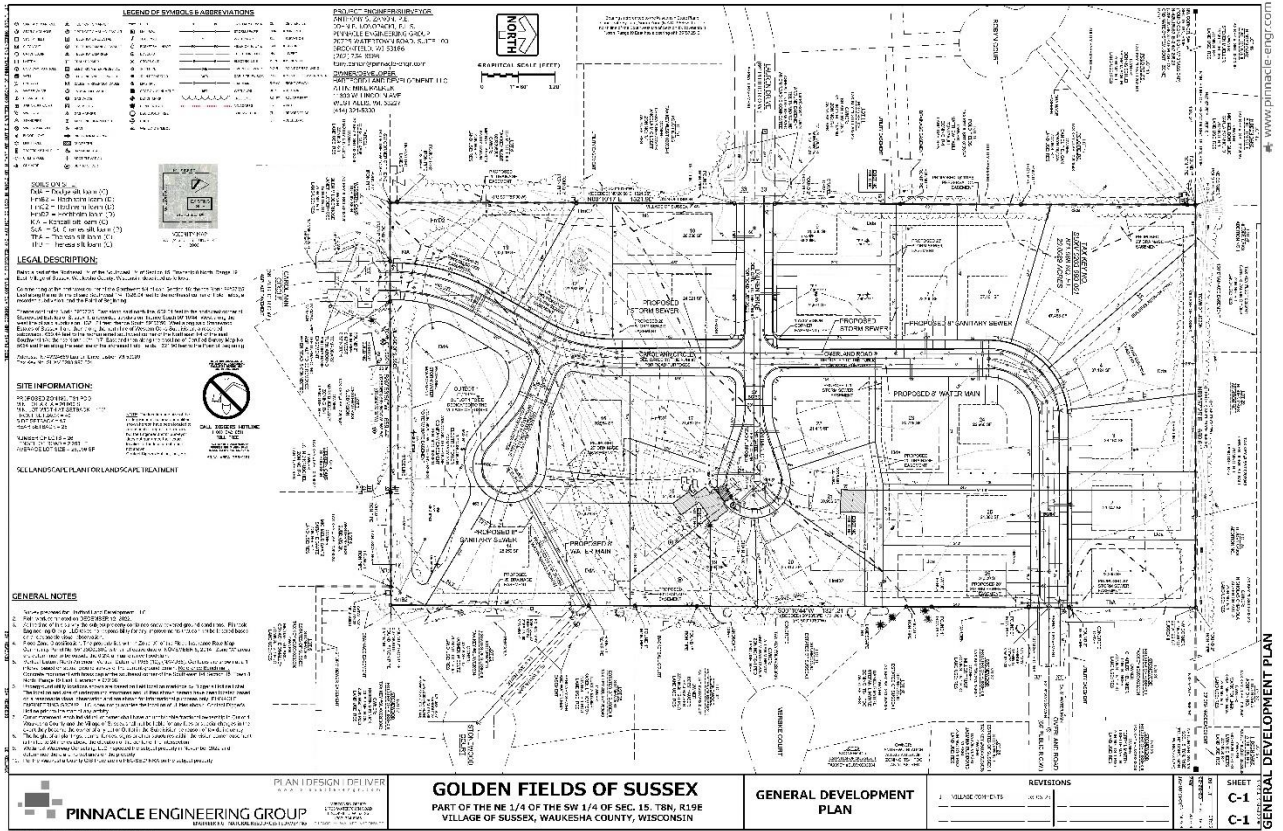
Village of Sussex

N64 W23760 Main Street
Sussex, WI 53089
262-246-5200

SCALE: 1 = 1429'

Print Date: 2/7/2023

EXHIBIT B



ORDINANCE NO. 889

AN ORDINANCE TO REPEAL AND RECREATE SUB SECTION
17.0807(C)(1) REGARDING ELECTRONIC MESSAGE SIGNS
IN THE B-1 NEIGHBORHOOD BUSINESS ZONING DISTRICT
AND TO REPEAL AND RECREATE SUB SECTION 17.0704(A)
REGARDING EMERGENCY GENERATORS
OF THE VILLAGE OF SUSSEX MUNICIPAL CODE.

WHEREAS, the Village of Sussex Plan Commission has initiated a zoning code amendment to the Village of Sussex to repeal and recreate Chapter 17 Zoning Code Section 17.0807(C)(1) regarding electronic message signs in the B-1 Neighborhood Business Zoning District; and

WHEREAS, upon receipt of the Village Plan Commission's recommendation, the Village Board held a public hearing on _____, 2023, as required by Section 17.1305 of the Village of Sussex Zoning Ordinance, after providing due notice as required by Section 17.1400 of the Village of Sussex Zoning Ordinance; and

WHEREAS, following the public hearing, and upon due consideration of the recommendation from the Plan Commission, the Village Board finds that the public necessity, convenience, welfare and good zoning practice requires that the amendment to the zoning ordinance be granted as recommended by the Plan Commission;

WHEREAS, the Village Board Members are committed to aligning the Village of Sussex Zoning Code with opportunities to support growth that meet current needs without jeopardizing public safety or welfare.

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

SECTION 1. Sub Section 17.0807(C)(1) regarding electronic message signs is hereby repealed and recreated to read as follows with the text addition in blue and underlined:

1. These signs are permitted for buildings in the B-1, B-2, B-3, B-4 BP-1, OP-1, OP-2, I-1 and M-1 Districts. The Plan Commission must find the following for a permit to be issued:

SECTION 2. Sub Section 17.0704(A) regarding Accessory Use and Structures Regulations is hereby repealed and recreated to add 17.0704(A)(18) and is to read as follows with the text addition in blue and underlined:

18. Emergency Generators

- a) Emergency generators shall be permitted in the rear yard only and shall be located as close to the principal structure as allowed by the manufacturer. Emergency generators shall meet the principal structure setbacks for the Zoning District in which the emergency generator is located.
- b) As an exception to Section 17.0704(A)(18)(a), the Plan Commission may, at its discretion, permit an emergency generator in the side yard and may permit the emergency generator to encroach into the applicable setback up to 5 feet. The Plan

Commission may require additional screening to reduce the impacts of the emergency generator on adjacent properties.

- c) Emergency generators located outdoors shall be within a manufacturer-provided enclosure to screen the generator equipment and reduce the noise emitted by the generator.
- d) Testing of the emergency generators during non-emergency situations shall following the requirements of the Noise Ordinance found in Section 9.07(9).
- e) Emergency generators located in the RM-1, B-1, B-2, B-3, B-4, BP-1, OP-1, M-1, Q-1, I-1, P-1, and P-2 Zoning Districts shall require Site Plan Review by the Plan Commission and Architectural Review Board prior to the issuance of a building permit. If the property on which the emergency generator will be installed is adjacent to a residentially zoned property, a noise study will need to be provided to the Plan Commission that demonstrates the noise levels of the emergency generator at the property line meet the requirements as described in Section 9.07(9) of the Municipal Code.
- f) Temporary Emergency Generators that are portable and are not hardwired into the principal structure shall be permitted on limited basis during an emergency and shall be ran for no more than 24 consecutive hours.

SECTION 3. 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 the ordinance which shall remain in full force and effect. Any other ordinances are hereby repealed as to those terms that conflict.

SECTION 3. EFFECTIVE DATE

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

Dated this _____ day of _____, 2023.

VILLAGE OF SUSSEX

Anthony LeDonne, Village President

ATTEST:

Jennifer Moore, Village Clerk-Treasurer

Published and/or posted this _____ day of _____, 2023.



N64W23760 Main Street
Sussex, Wisconsin 53089
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MEMORANDUM

To: Village Board
From: Jennifer Moore, Village Clerk
Re: Village Board Meeting- March 28, 2023
Date: March 23, 2023

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

4.B.1. Community Development Director Gabe Gilbertson will introduce the Public Hearing for Ordinance #888, an Ordinance to rezone the parcel identified as Tax Key #203-993-001 to the TS-1 Traditional Suburban Single Family Residential District with a Planned Development Overlay District. This parcel (Merske Farm) was recently transferred to the Village as part of the Border Agreement with Lannon and does not have a zoning classification. TS-1 is the zoning district of the adjacent Stonewood Estates subdivision and fits with the adjoining Town lots as well. The public hearing is part of Village Ordinance prior to a rezoning.

4.B.2. Community Development Director Gabe Gilbertson will introduce the Public Hearing for Ordinance #889, an Ordinance to repeal and recreate Section 17.0807©(1) regarding Electronic Message Signs in Section 17.0800 Signs and Section 17.0704 regarding Accessory Uses and Structures in the Village. This code change recommended by the Plan Commission allows electronic message signs in the B-1(they were already allowed in all other business districts) and provides regulations for generators, which were previously unspecified. The public hearing is part of the Village Ordinance for Zoning Code changes.

5.C.1. The Park and Recreation Board recommends a one-time approval of the Amorphic Beer Garden special event at Village Park on August 5, 2023, subject to all state and local licensing requirements. The Village has received an application for a special event from a Milwaukee microbrewery. Amorphic Beer would like to rent the Lions Open Air Shelter on August 5, 2023 and host a beer garden featuring their craft beer plus food trucks. All future events requested by this microbrewery must be approved individually. Please see the memo from Village Clerk Jennifer Moore for more information.

5.C.2. The Parks and Recreation Board recommends approval of the lawn services contract with Al Moros with an increase of \$5 per cut from 2022 to \$170 per cut. The Village has contracted with Al Moros for many years to provide lawn services for the cemetery and are pleased with his services. Mr. Moros will be cutting the lawn once a week or on an as needed basis starting in April of this year and continuing until the grass goes dormant. Please see the memo from Village Clerk Jennifer Moore for more information.

5.E.1. The Plan Commission recommends approval of Rezoning Ordinance 888 for SUXV203-993-001 to be zoned the TS-1 Traditional Suburban Single Family Residential District with a Planned Development Overlay District subject to the approval of a Developer's Agreement and Preliminary Plat being approved for the same consistent with the plans recommended by the Plan Commission. The petitioners have filed a petition to rezone the approximately 20 acre parcel (Merske farm) to accommodate a proposed single family residential development with a Planned Development Overlay District. The parcel was transferred to the Village as part of the Border Agreement with Lisbon and currently does not have a Zoning classification. Please see the memo from Community Development Director Gabe Gilbertson and the Ordinance for more information.

5.E.2. The Plan Commission recommends approval of the Preliminary Plat for the Golden Fields of Sussex subdivision, Tax Key #203-999-001 subject to the following conditions:

1. Standard conditions of approval for Preliminary Plats.
2. Final review and conditions by the Village Engineer in the memo dated March 10, 2023.
3. Final review and conditions from Waukesha County and the Wisconsin DOA.
4. The PDO Rezoning Ordinance being approved by the Village Board.
5. A Developer's Agreement being approved by the Village Board.
6. The approved Tree Preservation Plan being followed.
7. The standard conditions of Exhibit A.

The 26-lot subdivision is an in-fill project and connects to the predetermined 3 access points into the site. The lots are similar sizes to the adjacent developed properties. Please see the memo from Community Development Director Gabe Gilbertson and the Plat for more information.

5.E.3. The Plan Commission recommends approval of Ordinance 889 to repeal and recreate Section 17.0807(C)(1) regarding Electronic Message Signs in Section 17.0800 Signs and Section 17.0704 regarding Accessory Uses and Structures in the Village.

Section 17.0807 of the code excludes electronic message signs in the B-1 Neighborhood Business District. This code change will allow properties within the B-1 District to submit sign permit applications for monument signs with integrated electronic message readers. Plan Commission review and approval will still be required.

Section 17.0704 regulates Accessory Uses and Structures but does not currently have language regarding generators. As generators become more common place and folks ask for them this code amendment. This change addresses aesthetics and noise and allows a review procedure.

Please see the memo and Ordinance from Community Development Director Gabe Gilbertson for more information.

8.A. Staff recommends approval of an additional \$35,191.00 for the Well #4 Rehabilitation for a total project cost of \$99,996. Well #4 piping has been pulled out of the ground based upon vibrations in the system. We have found considerable deterioration of the piping under the static water level. This pipe needs to be replaced along with other preventative measures to minimize this impact in the future. The amount of piping needing replacement is more than anticipated. Funds for this come from the Water Utility. Please see the memo from Public Works Foreman Jon Baumann for more information.

8.B. Staff recommends approval of Authorization for the sale of Village owned lands adjacent to the cemetery to Neumann Developments, Incorporated or its affiliate and the Village officials to sign all necessary documents to sell the subject property. This sale is part of the approved Developers Agreement between the parties and sells .59 acres of land for \$20,650. The land is excess land behind the Lisbon Central Cemetery. Please see the memo from Administrator Smith for more information.

8.C. Staff recommends approval of Authorization for Village to purchase outlot 1 of the preliminary plat for Vista Run from Neumann Developments, Incorporated or its affiliate and the Village officials to sign all necessary documents to purchase the subject property. The Village is acquiring for \$100 and other good and necessary conditions the 12 acre parcel in the Vista Run subdivision. The Village intends to establish a park on the site. Please see the memo from Administrator Smith for more information.

9.A. The Village has an ongoing drive to find and train election inspectors, who must be appointed by the Village Board before they are able to work an election. Staff recommends appointing election inspectors as listed on the memo dated March 22, 2023 from Village Clerk Jennifer Moore.



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Sussex, Wisconsin 53089
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Website: www.villagesussex.org

MEMORANDUM

To: Parks & Recreation Board
From: Jennifer Moore, Clerk/Treasurer
Re: Lawn Services Contract and Village Park Special Event
Date: March 13, 2023

Lisbon Central Cemetery – Lawn Services Contract

The Village contracted with Al Moros last year to provide lawn services for the cemetery and were pleased with his services. He has indicated that will wishes to provide the same services for 2023 at a cost of \$170.00 per cut. Mr. Moros is asking for a \$5 per cut increase. Mr. Moros will be cutting the lawn once a week or on an as needed basis starting in April of this year and continuing until the grass goes dormant. Staff is confident that the lawn service costs will fall within our 2022 budget.

Staff recommends approval of the Lawn Services Contract.

Special Event Application – Amorphic Beer Garden

The Village has received an application for a special event from a Milwaukee microbrewery. Amorphic Beer would like to rent the Lions Open Air Shelter on August 5, 2023 and host a beer garden featuring their craft beer plus food trucks.

Per state law, a brewery must contact the Department of Revenue to receive and complete the required form to serve at a temporary second location. The state will then request permission from the Village since the temporary second location is on Village property. The brewery will only be permitted to operate during the hours as outlined on the rental agreement.

The Waukesha Sheriff's Department will be notified of this rental as alcohol is being served.

Staff recommends a one-time approval of the Amorphic Beer Garden special event at Village Park on August 5, 2023, subject to all state and local licensing requirements. All future events requested by this microbrewery must be approved individually.



Application for a Special Event

Sussex Parks & Recreation Department

N64 W23760 Main Street - Sussex, WI 53089

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

Email: info@villagesussex.org

EVENT INFORMATION - Answer all questions completely

Organization Point of Contact: Alan Willhite

Name of Event: Amorphic Beer Garden

Date(s) of Rental: 05-AUG-2023

Rental Hours (including set-up/take-down): Noon to 9:00 pm

Estimated Parking Needs: 30 spots Estimated Attendance: 150

Location of Event: ☒ Village Park ☐ Armory Park ☐ Civic Center

Check the following applicable components
of your event:

☐ Fundraiser

☒ Sell concessions/Sales of Any Kind

☒ Food Trucks

☐ Fireworks Display

☐ Overnight Camping

☐ Attracts more than 200 people

☐ Amusement Rides, Inflatables

☐ Tractor Show/Pull

☐ Parade or Run/Walk event

☐ Other (explain)

Please describe the purpose of your event, list any additional activities at your event or special requests:

Beer garden featuring craft beer from Amorphic Beer (Milwaukee microbrewery) plus 1-2 food trucks. As a microbrewery, we can operate a temporary retail location using our Brewer's Alcohol Beverage Permit from the State of Wisconsin (309-1030664699-06) [no class B or operator license required]. We held beer gardens in Mukwonago and Oak Creek last year with great community response and would be delighted to have an event in Sussex this year.

RENTAL FEES:

Check, cash and credit card are accepted (checks payable to: Village of Sussex). A convenience fee will be added to transactions paid with a credit/debit card. After your rental application has been processed and approved an invoice will be created. Fees and deposit must be paid within 30 days of invoice.

(R) - Resident, (NR) - Non-Resident. A resident is classified by the municipality to whom you pay your taxes.

\$150.00 REFUNDABLE DEPOSIT REQUIRED WITH ALL RENTALS.

RENTABLE SPACES:

Park Open Air Shelters

(Capacity determined by # of picnic tables at each shelter.

Picnic tables will not be relocated)

- ☒ \$155R/ \$184NR Village Park Lions Open Air Shelter (Cap. 240)
_____ \$55R/ \$69NR Village Park Early Days Open Air Shelter (Cap. 40)
_____ \$80R/ \$100NR Village Park North Open Air Shelter (Cap. 60)
_____ \$45R/ \$57NR Village Park Concession Stand Shelter (Cap. 30)
_____ \$40R/ \$50NR Armory Park Open Air Shelter (Cap. 24)

Enclosed Park Facilities

- _____ \$100R/ \$125NR Village Park Lion's Building (Cap. 40)
_____ \$75R/ \$94NR Armory Concession Stand w/ shelter Cap. 40)
_____ \$75R/ 94NR Madeline Park Train Depot (Cap. 25)

The Grove: Oak Room

(Capacity 150) (2 hour minimum)

(Seated at Tables 104)

- _____ \$55/ hour (R)
_____ \$69/ hour (NR)

The Grove: Maple Room & Kitchen

(Capacity 75) (2 hour minimum)

(Seated at Tables 48)

- _____ \$45/ hour (R)
_____ \$57/ hour (NR)

Green Space (Approval Needed)

- _____ \$25R/ \$32NR (Village Park Designated Green Space)
_____ \$25R/ \$32NR Circlemasters Green Space

Disc Golf

- _____ \$100R/ \$125NR Closure for special event
_____ \$25R/ \$32NR League (3 hour period per day)

Baseball/Softball Diamonds (3 hour period/field)

- _____ \$30 Village Park #1 South
_____ \$30 Village Park #2 Central
_____ \$30 Village Park #3 North
_____ \$30 Village Park Lighted Diamond
_____ \$10 Lights for Lighted Diamond (fee/day)
_____ \$30 Hardball Diamond
_____ \$30 Armory Park #1
_____ \$30 Armory Park #2
_____ \$30 Armory Park #3
_____ \$30 Armory Park #4 (T-ball/Little League)
_____ \$20 Field Prep Per Diamond
_____ \$200 Tournament Fee per field

Tennis Courts (3 hour period/court)

- _____ \$10R/ \$13NR Melinda Weaver #1
_____ \$10R/ \$13NR Melinda Weaver #2

Volleyball Courts (fee per court)

- _____ \$10R/ \$13NR Village Park #1
_____ \$10R/ \$13NR Village Park #2

Soccer Fields (3 hour period per rental)

- _____ \$30 Armory #1-6 _____ \$5 Armory #7

Sussex Civic Center (2 Hour Minimum)

Board Room - Dimensions 49'x 37'

Capacity 125/ Seated 80

- _____ \$40/ hour (R)
_____ \$50/ hour (NR)

Board Room w/ Patio - Dimensions 99' x 46'

Patio Capacity 190/ Seated 48

- _____ \$75/ hour (R)
_____ \$94/ hour (NR)

Community Room—Dimensions 64' x 29'

Capacity 125/ Seated 80

- _____ \$40/ hour (R)
_____ \$50/ hour (NR)

Craft Room (Capacity 20)

- _____ \$20/ hour (R)
_____ \$25/ hour (NR)

Multipurpose Room - Dimensions 50' x 90'

Capacity 225/ Seated 192

- _____ \$80/ hour (R)
_____ \$100/ hour (NR)
_____ \$55 kitchen flat fee

Studio (Capacity 40)

No food/beverages allowed

- _____ \$20/ hour (R)
_____ \$25/ hour (NR)

EVENT DETAILS	NO	YES	ACTION TO BE TAKEN	FEE
Will there be outdoor amplified sound?	X		See Chapter 9 in Village of Sussex Municipal Code regarding noise regulations.	
Will alcohol be consumed?		X	\$15 Beer/Beverage Permit Fee per day	
OR				
Will alcohol be sold? (This includes any charges made for alcohol directly or indirectly for alcohol)		X	\$10 Temporary Alcohol License, \$10 Operator License for each individual serving alcohol and actual cost for each background check. The Village Clerk's office MUST be contacted (262-246-5200) to obtain rules & regulations regarding sales, service and permit applications no later than thirty (30) days prior to the rental.	
Are you requesting any Village street(s) to be closed to traffic?	X		Prepare traffic control plan in conformance with Waukesha County Sheriffs Department and provide to the Village of Sussex.	
Does this event involve a plan for tents, stages, inflatable bounce houses or temporary structures?	X		Must contact Diggers Hotline at least 14 days in advance to have the area marked. Any fees will be the responsibility of the renter.	
Will you be using electricity?	X		Use of electricity may be metered and charged after the event is complete.	
Will there be a need for additional refuse or recycling containers?	X		Provide your anticipated refuse and recycling needs. An additional fee may apply.	
Do you plan to provide additional portable toilets at your event based on expected attendance?	X		Ratio 1 to 100 or 1 to 50 for Alcohol Focused Events required. If not, Village of Sussex staff will determine needs for additional restrooms and bill you accordingly. For any special event, port-o-johns will be assessed a special cleaning fee for each day of the event if using Village port-o-johns.	
Would you like to post an event banner up to 30 days prior to your event to promote? (Village Park and Armory Park renters only)		X	\$30 Temporary Sign Permit is required.	
Have you provided a plan that includes information about security and emergency services on your site plan?	X		Consultation with the Fire and Sheriff's Dept. may be needed.	
Will you be having any kind of animals, performances, or amusement rides?	X		Must provide a certificate of insurance listing Village of Sussex as additional insured.	
Have you determined your parking plan?	X		Please provide details.	
Are you requesting the use of traffic safety equipment, signs or barricades?	X		Please provide details of number and event location of requested traffic safety equipment. Additional fee may apply.	
Does your event have a fireworks display?	X		A permit is required from the Fire Dept and a copy must be given to the Village of Sussex.	

TOTAL OF FEES



This Lawn Service Contract (this "Contract") is made effective as of March 31, 2023 between the Village of Sussex, N64W23760 Main Street, Sussex, WI 53089, and Al Moros, N68W26966 Silver Spring Drive, Sussex, WI 53089. In this Contract, the party who is contracting to receive the services shall be referred to as "Village of Sussex" and the party who will be providing the services shall be referred to as "Al Moros".

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises and agreements contained herein, Village of Sussex contracts with Al Moros, and Al Moros agrees to provide Lawn Services, as an independent contractor to the Village of Sussex at the following location under the terms and conditions hereby agreed upon by the parties:

1. **DESCRIPTION OF SERVICES.** Beginning April 1, 2023 Service Provider will provide the following services (collectively, the "Services"):
 - a. Al Moros shall mow and trim the lawn in a competent and professional manner at the Lisbon Central Cemetery, N67W25479 Silver Spring Drive, Sussex, WI 53089, which comprises approximately 1.5 acres with gravestones and other structures.
 - b. The parties shall consult periodically concerning the length and appearance of the lawn.
 - c. Al Moros shall complete the mowing and trimming and on an as needed basis, but not more than once per week, in a manner consistent with Al Moros's mowing and trimming of this property over the past several years. Each complete mowing and trimming event shall be known as a "Service Event".
 - d. Al Moros shall maintain insurance for his vehicles, equipment, and personnel at Al Moros's sole cost, a certificate of which shall be provided to the Village.
2. **PAYMENT OF SERVICES.** The Village of Sussex will pay compensation to Al Moros for the Services at the rate of \$170.00 per Service Event. Al Moros shall request payment from the Village of Sussex by invoice or other written request and Village of Sussex shall pay said request in a timely manner according to its customary payment practices.
3. **TERM/TERMINATION.** This contract shall terminate by November 1, 2023. The Agreement may be terminated by either party if 30 day written notice is given to the other party seeking termination of the contract. There is no penalty for early termination of the contract.

Al Moros

Date

Jennifer Moore, Clerk-Treasurer

Date

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

ORDINANCE NO. 888

AN ORDINANCE TO CONDITIONALLY REZONE
CERTAIN LANDS IN THE VILLAGE OF SUSSEX TO
TS-1 TRADITIONAL SUBURBAN SINGLE-FAMILY RESIDENTIAL
WITH A PLANNED DEVELOPMENT OVERLAY DISTRICT

WHEREAS: A petition has been filed by Hartford Land Development LLC on behalf of the property owners Richard A Merske Revocable Trust (“Petitioner”) of certain lands in the Village of Sussex 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 TS-1 Traditional Suburban Single-Family Zoning District with a Planned Development Overlay District 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 of the Village Code, the Village Board held a public hearing on _____, 2023, as required by Section 17.0435(C)(4) of the Village Code; and

WHEREAS: The Plan Commission has reviewed the basis for approval described in Section 17.0435(D) of the Village Code and has made the following findings, subject to all terms and conditions of this zoning ordinance being satisfied:

1. That the petitioners for the proposed Planned Development Overlay District have indicated that they intend to begin the physical development of the PDO within nine (9) months following the approval of the petition and that the development will be carried out according to a reasonable construction schedule satisfactory to the Village.
2. That the proposed Planned Development Overlay District is consistent in all respects to the purpose of this Section and to the spirit and intent of this Ordinance; is in conformity with the adopted master plan or any adopted component thereof; and, that the development would not be contrary to the general welfare and economic prosperity of the community.
3. The proposed site shall be provided with adequate drainage facilities for surface and storm waters.
4. The proposed site shall be accessible from public roads that are adequate to carry the traffic that can be expected to be generated by the proposed development.

5. No undue constraint or burden will be imposed on public services and facilities, such as fire and police protection, street maintenance, and maintenance of public areas by the proposed development.
6. The streets and driveways on the site of the proposed development shall be adequate to serve the residents of the proposed development and shall meet the minimum standards of all applicable ordinances or administrative regulations of the Village.
7. Public water and sewer facilities shall be provided.
8. The entire tract or parcel of land to be included in a Planned Development Overlay District is held under single ownership.
9. Such development will create an attractive residential environment of sustained desirability and economic stability, including structures in relation to terrain, consideration of safe pedestrian flow, ready access to recreation space, and coordination with overall plans for the community.
10. The total net residential density within the Planned Development Overlay District will be compatible with the Village master plan or component thereof.
11. Provision has been made for the installation of adequate public facilities and the continuing maintenance and operation of such facilities.
12. Adequate, continuing fire and police protection is available.
13. The population composition of the development will not have an adverse effect upon the community's capacity to provide needed school or other municipal service facilities.
14. Adequate guarantee is provided for permanent preservation of open space areas as shown on the approved site plan either by private reservation and maintenance or by dedication to the public.

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 17.0435(D) of the Village Code, 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 zoned to TS-1 Traditional Suburban Single-Family Residential (20 acres) with a Planned Development Overlay District, 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 March 21, 2023 and in substantial conformity with the presentation at the public hearing at the Village Board on _____, 2023 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. Lot Sizes and Setbacks.
 - A. The proposed development will contain 26 single family detached homes. Lot sizes will not be less than 20,000 square feet. The average lot size is 28,096 square feet with the smallest lot containing 20,300 square feet and the largest containing 47,453 square feet. The lot width will be a minimum of 100 feet at the street yard setback line. The setbacks for these lots shall be 40 feet front yard, 15 feet side yard, and 30 feet rear yard.
 - B. The minimum living area of a one-story single-family home would be 2,000 square feet. The minimum living area of a two-story single-family home would be 2,400 square feet. The Minimum finished first floor of a two-story single-family home would be 1,200 square feet.
4. Phasing Plan. The proposed subdivision is to be platted and developed as a single

phase.

5. 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 18.0703 of the Village Code.
6. Special Assessment. The payment of outstanding special assessments owed on this property must be paid in full prior to starting any site work.
7. 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.
8. 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.
9. Required Plans and Engineer Satisfaction. Subject to the Petitioner submitting to and receiving written approval from the Village Plan Commission 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
 3. Storm water Management Plans with the appropriate maintenance requirements and outlots. The outlots for the stormwater ponds shall be owned by the Village.
 - 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 along the entirety of Overland Road, Carol Ann Circle, and Lauren Drive. Sidewalks shall be on one side of all non cul-de sac roads internal to the subdivision.
 - D. Street Tree Plan for the entire site, which shall be planted by the Developer no later than 12 months from the date of approval of the Final Plat within the optimal

spring or fall planting season.

- E. 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 new lots with the existing subdivision to the East and West where appropriate.
 - F. Tree Mitigation and Preservation Plan and payment of any fees associated with said plan, and the proper 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.
 - G. Street plans and any necessary approvals from Waukesha County and the State of Wisconsin.
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 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 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 _____, 2023.

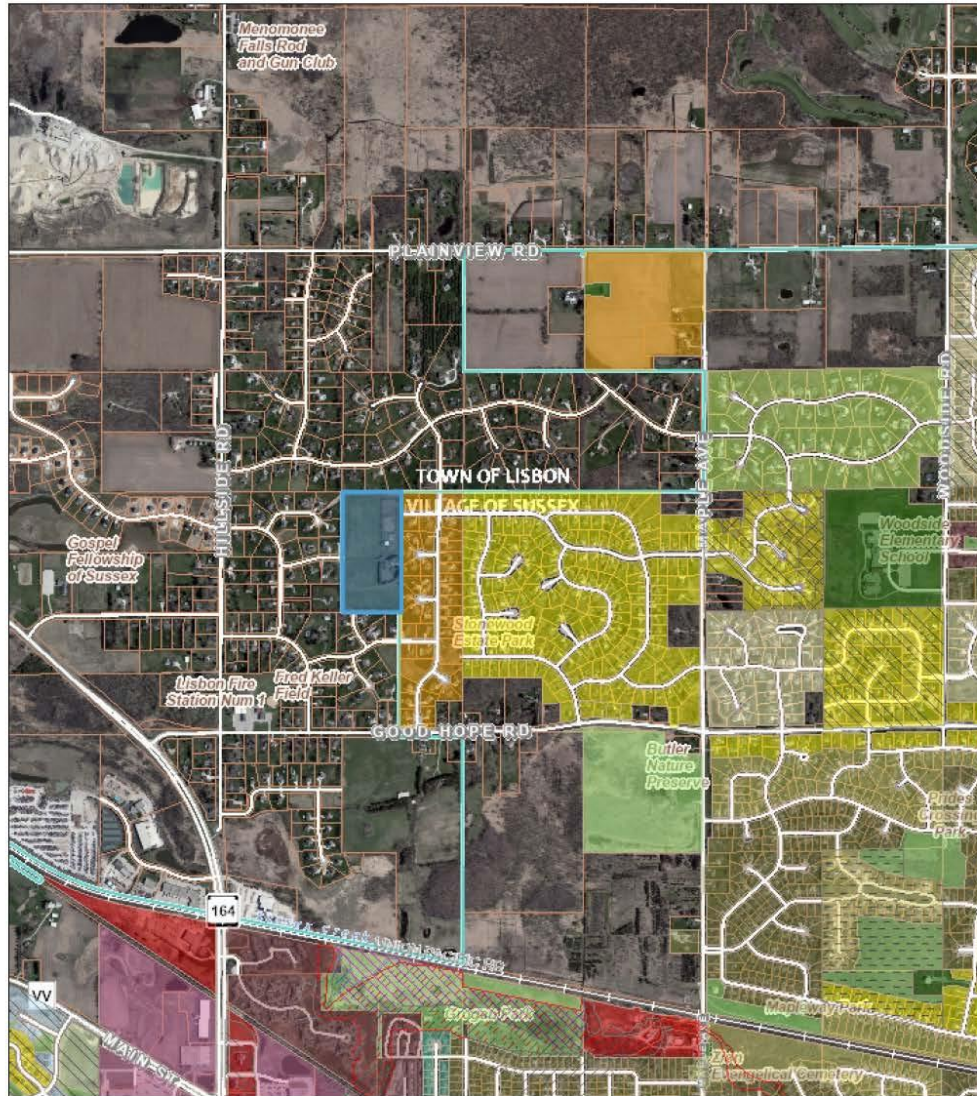
VILLAGE OF SUSSEX

Anthony LeDonne
Village President

ATTEST: _____
Jennifer Moore
Village Clerk-Treasurer

Published and/or posted this _____ day of _____, 2023.

EXHIBIT A



Village of Sussex

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Sussex does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



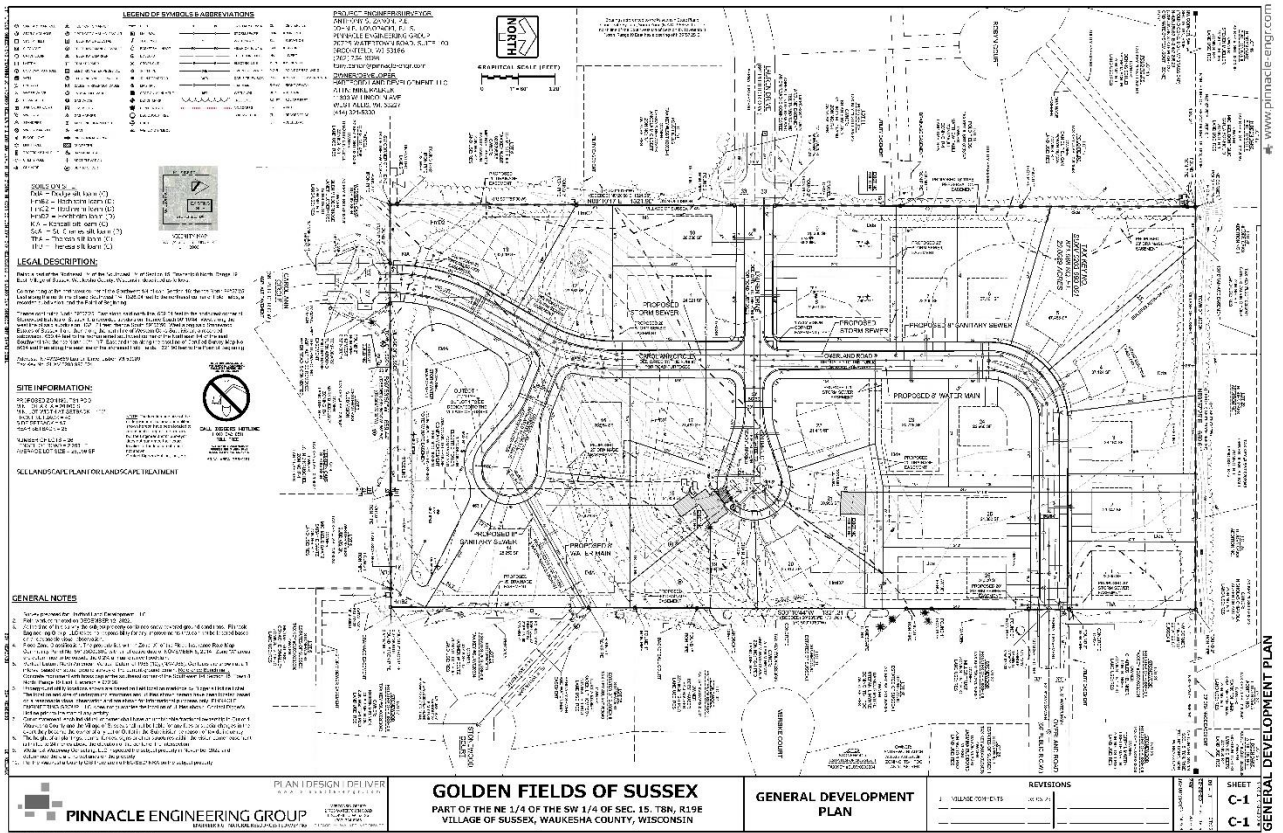
Village of Sussex

N64 W23760 Main Street
Sussex, WI 53089
262-246-5200

SCALE: 1 = 1429'

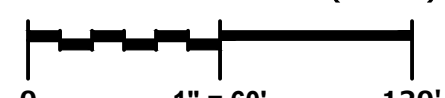
Print Date: 2/7/2023

EXHIBIT B

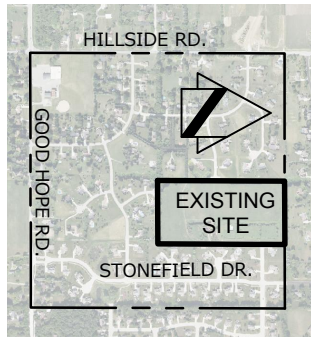




GRAPHICAL SCALE (FEET)



Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). The north line of the Southwest 1/4 of Section 15, Township 8 North, Range 19 East has a bearing of N89°57'25" E.



VICINITY MAP
SW 1/4 SEC. 15, T8N, R19E
1" = 2000'

PROJECT ENGINEER/SURVEYOR:

ANTHONY S. ZANON, P.E.
JOHN P. KONOPACKI, P.L.S.
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888
tony.zanon@pinnacle-engr.com

OWNER/DEVELOPER:

HARTFORD LAND DEVELOPMENT, LLC
ATTN: MIKE KAEREK
11600 W. LINCOLN AVE
WEST ALLIS, WI. 53227
(414) 321-5300

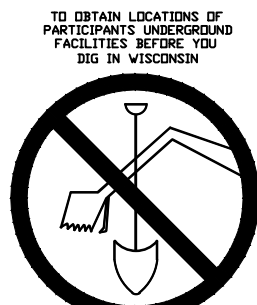
LEGAL DESCRIPTION:

Being a part of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 15; thence North 89°57'25" East along the north line of said Southwest 1/4, 1326.04 feet to the northeast corner of Polo Fields, a recorded subdivision, and the Point of Beginning;

Thence continuing North 89°57'25" East along said north line, 659.61 feet to the northwest corner of Stonewood Estates of Sussex II, a recorded subdivision; thence South 00°10'44" West along the west line of said subdivision, 1321.21 feet; thence South 89°53'50" West along said Stonewood Estates of Sussex II and then along the north line of Western Oaks Subdivision, a recorded subdivision, 659.44 feet to the monumented southwest corner of the Northeast 1/4 of the said Southwest 1/4; thence North 00°10'17" East and then along the east line of Certified Survey Map No. 5654 and then along the east line of the aforesaid Polo Fields, 1321.90 feet to the Point of Beginning. Containing 871,588 square feet (20.0089 acres) of land.

Address: N74W24659 Lauren Drive, Lisbon WI 53089
Tax Key No. SUXX 0203.993.001



CALL DIGGERS HOTLINE

1-800-242-6511

TOLL FREE

SEE STATUTE 90.01(3)(a) FOR MORE INFORMATION

NOTICE BEFORE YOU EXCAVATE

MILWAUKEE, AREA 259-1181

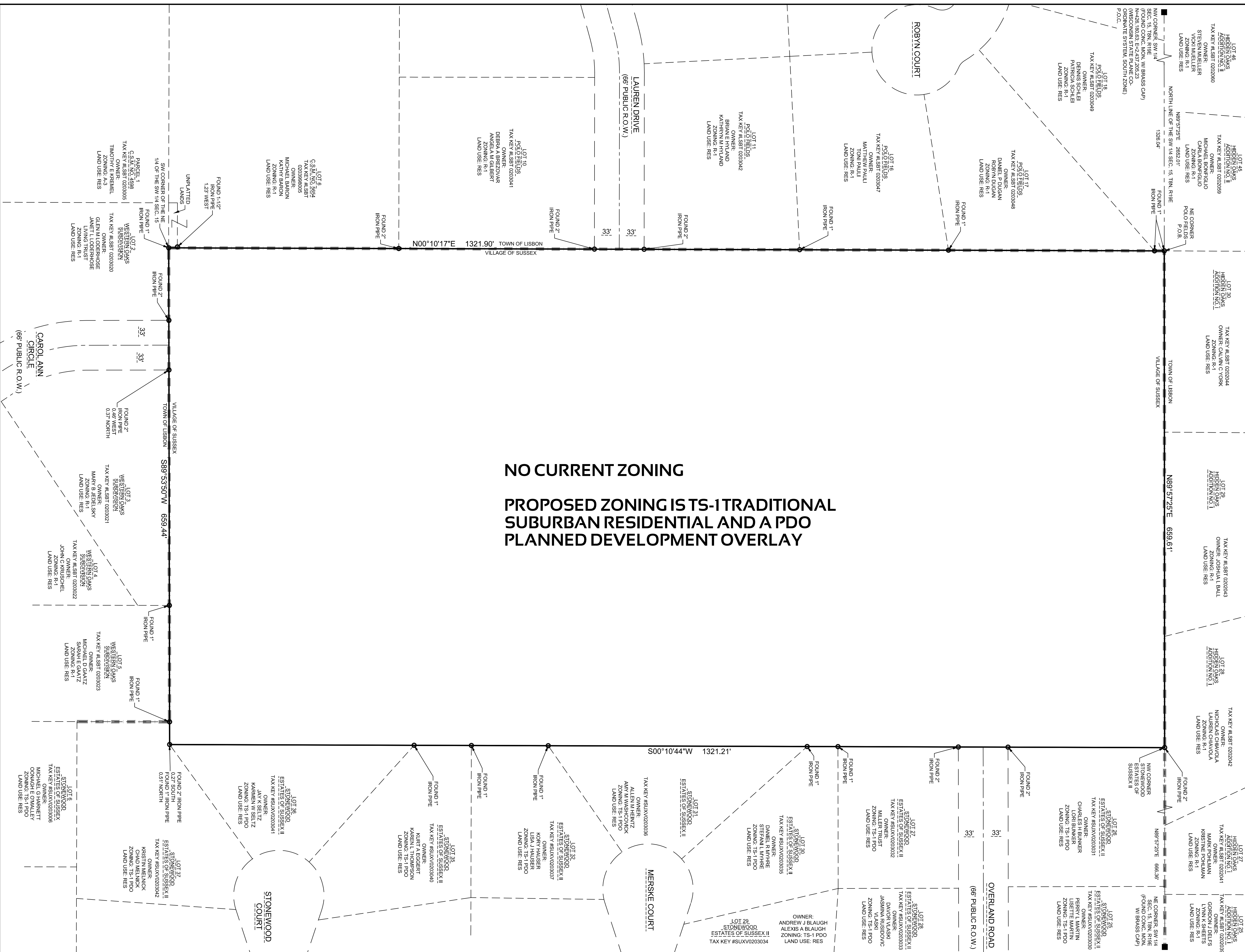
NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer and/or Surveyor does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc., Etc.

REVISIONS

DATE	BY	REVISION
02-02-23	ASZ	SCALE 1" = 60'
02-02-23	ASZ	SCALE 1" = 60'

SHEET
C-1
C-1

NO CURRENT ZONING
PROPOSED ZONING IS TS-1 TRADITIONAL
SUBURBAN RESIDENTIAL AND A PDO
PLANNED DEVELOPMENT OVERLAY



PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

PINNACLE ENGINEERING GROUP

ENGINEERING | NATURAL RESOURCES | SURVEYING

WISCONSIN OFFICE:
20725 WATERTOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

GOLDEN FIELDS OF SUSSEX
PART OF THE NE 1/4 OF THE SW 1/4 OF SEC. 15, T8N, R19E
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

REZONING MAP

LEGAL DESCRIPTION - REZONING:

Being a part of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 15; thence North 89°57'25" East along the north line of said Southwest 1/4, 1326.04 feet to the northeast corner of Polo Fields, a recorded subdivision, and the Point of Beginning;

Thence continuing North 89°57'25" East along said north line, 659.61 feet to the northwest corner of Stonewood Estates of Sussex II, a recorded subdivision; thence South 00°10'44" West along the west line of said subdivision, 1321.21 feet; thence South 89°53'50" West along said Stonewood Estates of Sussex II and then along the north line of Western Oaks Subdivision, a recorded subdivision, 659.44 feet to the monumented southwest corner of the Northeast 1/4 of the said Southwest 1/4; thence North 00°10'17" East and then along the east line of Certified Survey Map No. 5654 and then along the east line of the aforesaid Polo Fields, 1321.90 feet to the Point of Beginning. Containing 871,588 square feet (20.0089 acres) of land.

PDO Planned Development Overlay District Narrative
Golden Fields of Sussex
February 2, 2023

Golden Fields of Sussex is a single-family residential development that is being proposed by Hartford Land Development, LLC (Attention Mike Kaerek) on the former Merske property located just west of Stonewood Estates of Sussex II on the west side of the Village of Sussex. It is a 20-acre property that will be developed into 26 single-family residential lots, one outlot and just under 2,300 feet of public road.

The property currently does not have a zoning classification as it was recently annexed from the Town of Lisbon. The 2040 Village of Sussex Land Use Map lists the property as low density single-family residential (0-2.9 dwelling units per acre). The proposal is to rezone the property to TS1 PDO. Stonewood Estates of Sussex II located to the east of the subject site is in the Village of Sussex and is zoned TS-1 PDO with 30,000 square foot lots. The developments to the south, west and north are in the Town of Lisbon and are one-acre lots. (Western Oaks to the south, Polo Fields to the west and Hidden Oaks Addition No. 1 to the north). The developer is proposing a rezoning of TS-1 PDO to match the zoning of the development to the east. Below is a summary of TS-1 requirements with the proposed requirements for this development under the PDO:

	TS-1 Requirements	Proposed Requirements
Minimum lot area	30,000 square feet	<i>20,000 square feet</i>
Minimum lot width at front setback	100'	100'
Open space per lot	60%	60%
Building height	30'	30'
Minimum living area 1 story	2,200 square feet	<i>2,000 square feet</i>
Minimum living area 2 story	2,600 square feet	<i>2,400 square feet</i>
Minimum finished first floor 2 story	1,500 square feet	<i>1,200 square feet</i>
Front and street setback	40'	40'
Side setback	20'	<i>15'</i>
Rear setback	30'	<i>25'</i>

The lot size, building sizes, side and rear setbacks are reduced as noted. Smaller lots are being proposed to make the development of the property feasible while still meeting the land use plan.

The site data table for the proposed development is:

Total area in the PDO	871,588 square feet (20.0089 acres)
Open space area (outlot, not including the required open space on each lot)	74,216 square feet (1.7 acres)
Land Use Plan (0-2.9 du/acre)	1.3 du/acre
Number of lots	26
Population	Assumed 3/lot = 75-100 people
Sewer and water availability	Yes, existing mains stubbed to property

Road access will be from Overland Road at the northeast, Lauren Drive at the west and Carol Ann Circle to the south. All three existing roads have been stubbed to the property for future road extensions into

this property. There will be sidewalk on the north and west side of Overland Road and Carol Ann Circle and the north side of Lauren Drive. The development will have curb and gutter. Sanitary sewer and water main will be extended from the existing stubs located off the southeast corner of the property. Stormwater management will be addressed by a storm water pond in the outlot at the southeast corner of the property.

Home sizes will be 1,700 square foot ranch, 2,400 square foot two-stories. Average lot price is anticipated to be \$120,000 and lot and the average lot and home package would be \$550,000.

The outlot will be owned and maintained by the Homeowners Association which consists of the 26 lot owners.

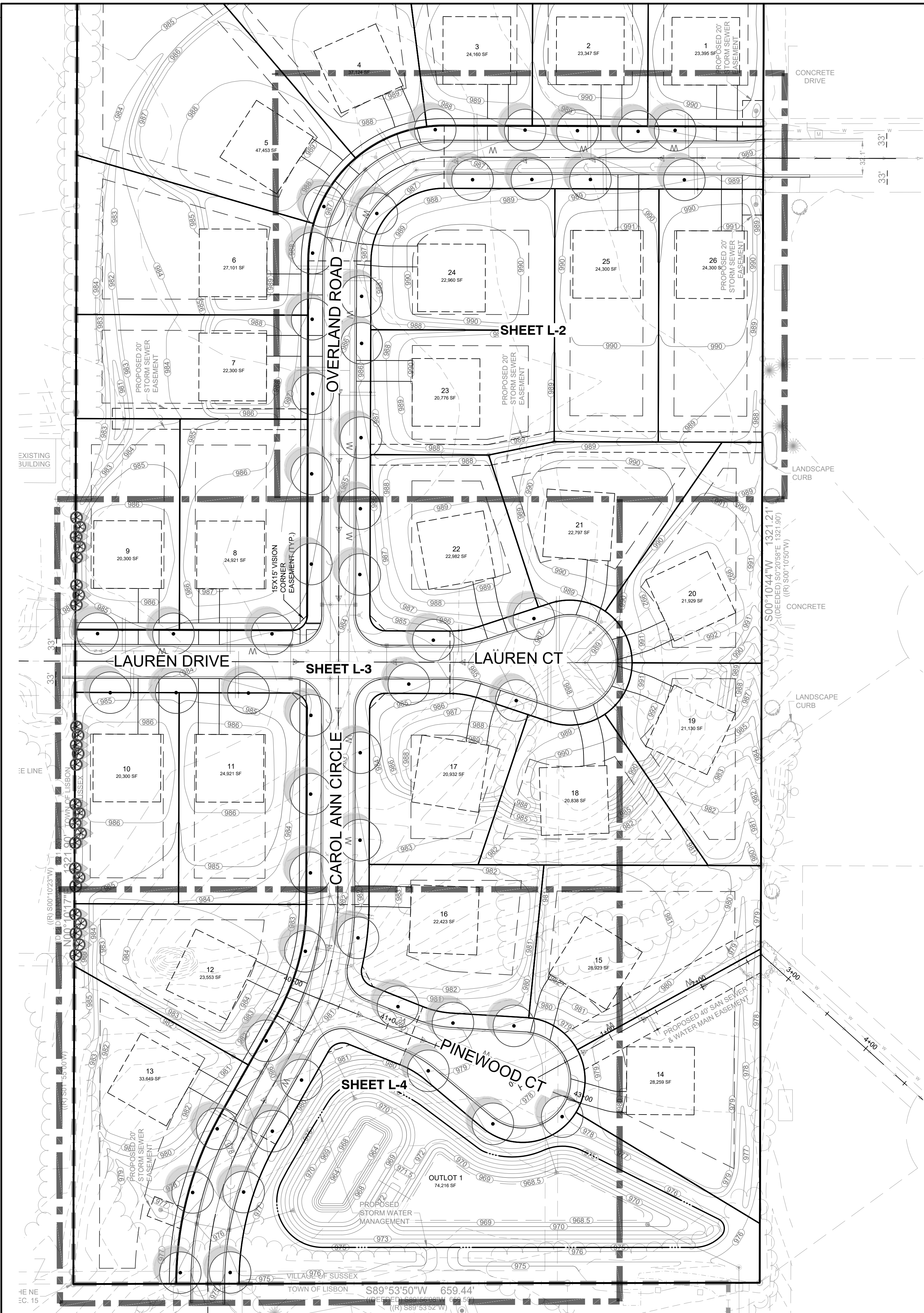
It is anticipated that best case is construction will start in summer 2023 with asphalt binder being placed in late fall 2023 (weather permitting). Home construction would begin after the asphalt binder is placed, final plat recorded and building permits issued.

In addition to the narrative, the developer also acknowledges the statements Village Ordinance Chapter 17.0435(D), which is the basis of approval of the PDO petition, as follows:

- The developer intends to start construction of the PDO within 9 months following the approval of the PDO petition and the development will be carried out according to a reasonable construction schedule satisfactory to the Village.
- The proposed PDO District is consistent in all respects to the purpose of the Section, and to the spirit and intent of the Ordinance; is in conformity with the adopted master plan or any adopted component thereof; and, that the development would not be contrary to the general welfare and economic prosperity of the community.
- The proposed site will provide adequate drainage facilities for surface and storm waters.
- The proposed site will be accessible from public roads that are adequate to carry the traffic that can be expected to be generated by the proposed development.
- No undue constraint or burden will be imposed on public services and facilities, such as fire and police protection, street maintenance, and maintenance of public areas by the proposed development.
- The streets and driveways on the site of the proposed development will be adequate to serve the residents of the proposed development and will meet the minimum standards of all applicable ordinances or administrative regulations of the Village.
- Public water and sewer facilities will be provided.
- The entire tract or parcel of land to be included in the PDO District will be held under single ownership and the legal description defines said PDO as a single parcel, lot or tract and be so recorded with the Register of Deeds for Waukesha County.
- The development will create an attractive residential environment of sustained desirability and economic stability, including structures in relation to terrain, consideration of safe pedestrian flow, ready access to recreation space, and coordination with overall plans for the community.
- The total net residential density within the PDO District will be compatible with the Village master plan or component thereof.
- A provision will be made for the installation of adequate public facilities and the continuing maintenance and operation of such facilities.

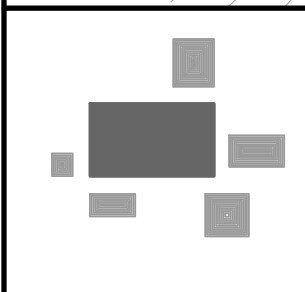
- Adequate, continuing fire and police protection will be available.
- The population composition of the development will not have an adverse effect upon the community's capacity to provide needed school or other municipal service facilities.
- Adequate guarantee will be provided for permanent preservation of open space areas as shown on the approved site plan by the Homeowners Association.

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CONCEPT PLANT SCHEDULE

	EVERGREEN TREE	26	
	Juniperus chinensis 'Iowa' / Iowa Juniper	5' Ht.	
	13' T x 5' W		
	Picea glauca 'Densata' / Black Hills Spruce	5' Ht.	
	30' T x 15' W		
	Pinus strobus / White Pine	5' Ht.	
	65' T x 30' W		
	STREET TREES	52	
	Acer freemanii 'Autumn Blaze' / Autumn Blaze Maple	2.5' Cal.	
	48' T x 35' W		
	Acer x freemanii 'Armstrong' / Armstrong Freeman Maple	2.5' Cal.	
	60' T x 15' W		
	Gymnocladus dioicus / Kentucky Coffee Tree	2.5' Cal.	
	70' T x 45' W		
	Tilia americana 'Redmond' / Redmond American Linden	2.5' Cal.	
	50' T x 35' W		
	Ulmus x 'Morton Glossy' / Triumph Elm	2.5' Cal.	
	55' T x 40' W		
	Ulmus x 'New Horizon' / New Horizon Elm	2.5' Cal.	
	35' T x 20' W		



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CHICAGO | MILWAUKEE | NATIONWIDE

GOLDEN FIELDS OF SUSSEX

VILLAGE OF SUSSEX, WAUKESHA CO., WI

OVERALL STREET TREE

PLAN

REVISIONS

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REG JOB NO.	3042.00
REG PM	ASZ
START DATE	02-02-23
SCALE	1"=60'

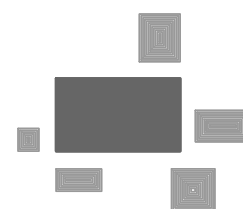
SHEET

L-1

L-6

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DESIGNED: SAT
DRAWN: SAT
REVIEWED: DUB



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GOLDEN FIELDS OF SUSSEX

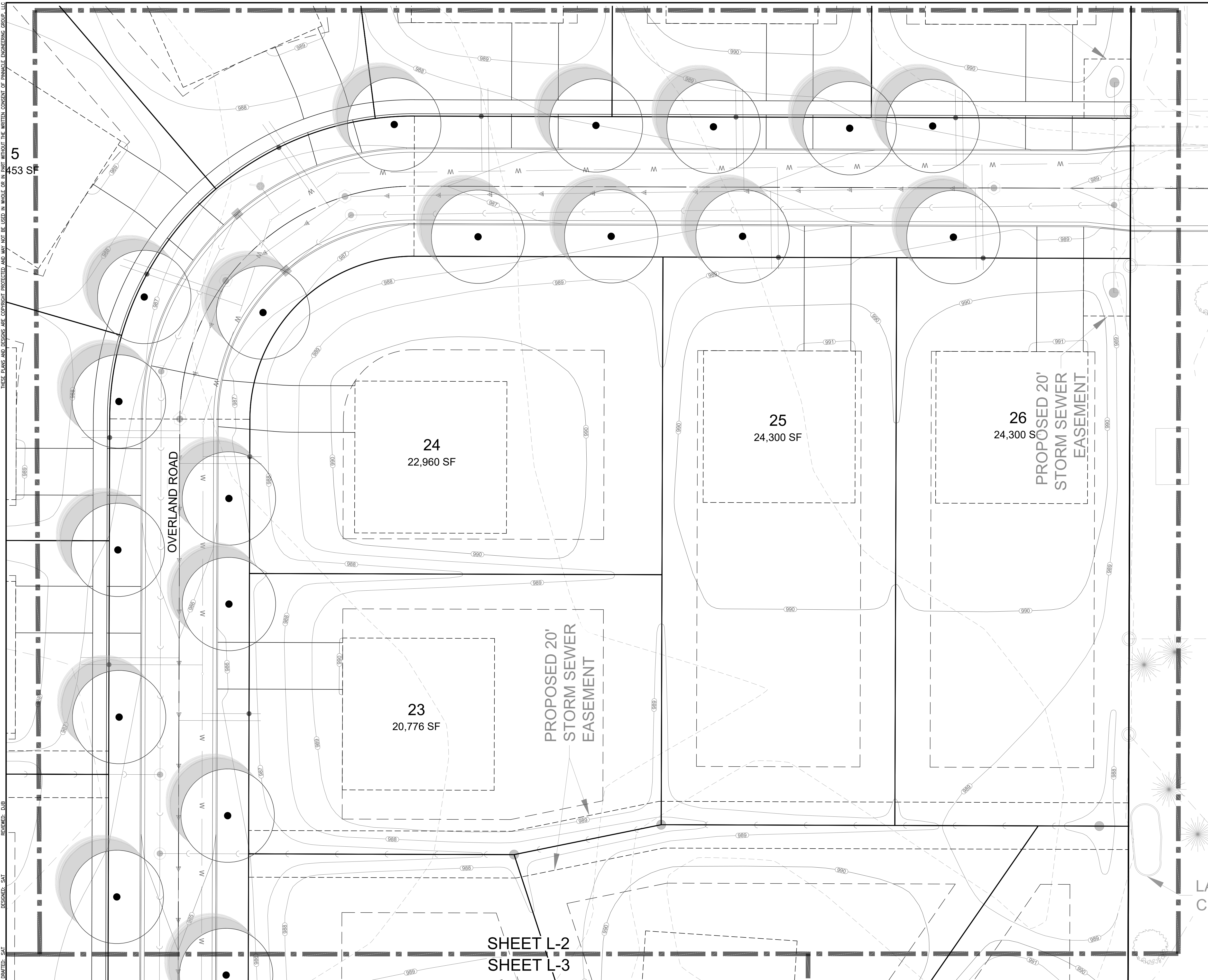
VILLAGE OF SUSSEX, WAUKESHA CO., WI

LANDSCAPE ENLARGEMENT

REVISIONS

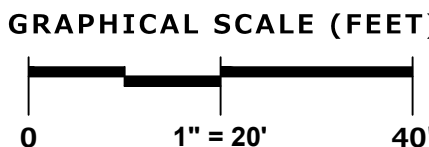
REG. JOB No. 3042.00
REG. PM. ASZ
START DATE 02-02-23
SCALE 1" = 20'

SHEET
L-2
L-6

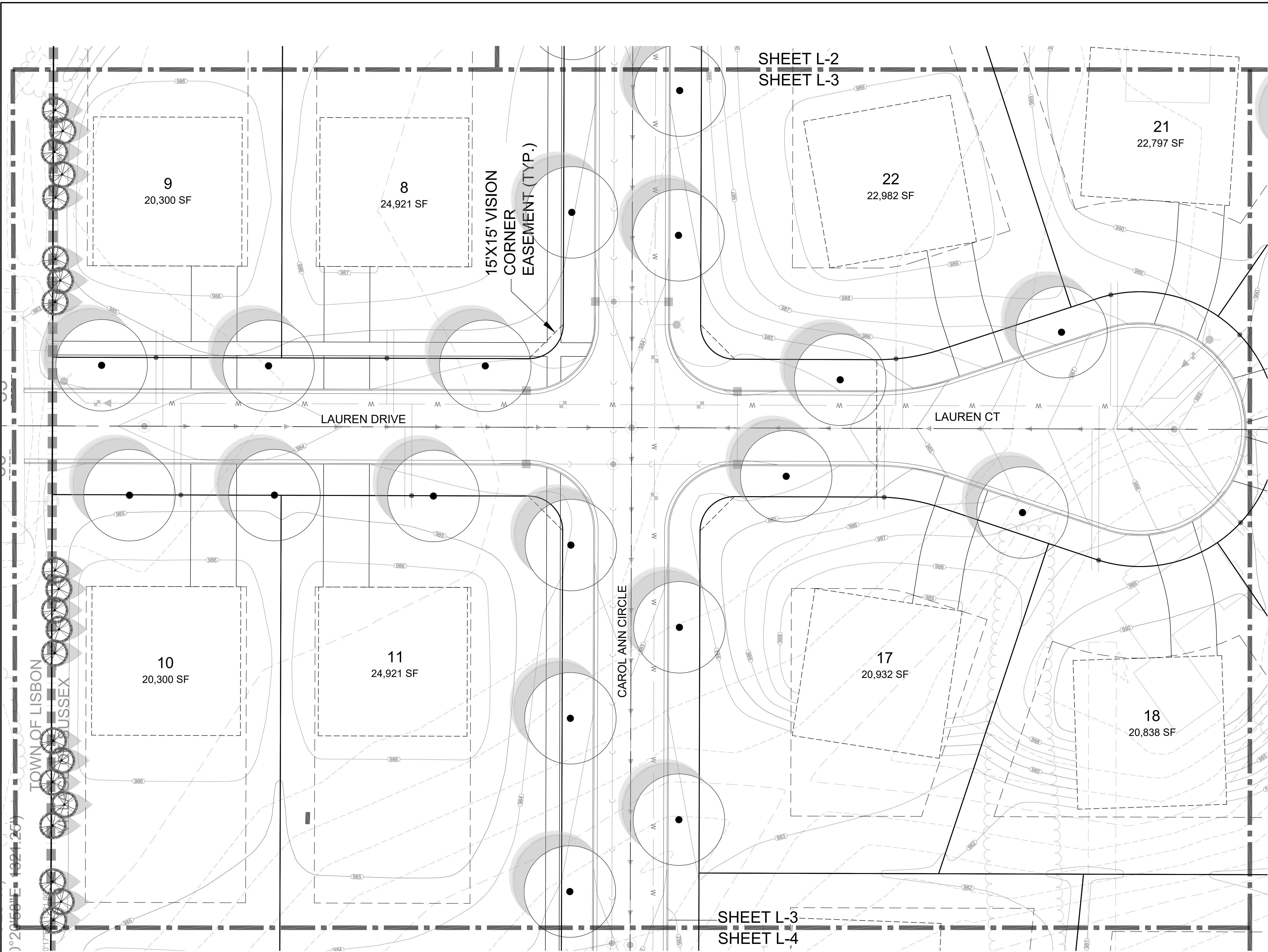


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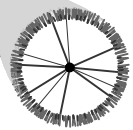
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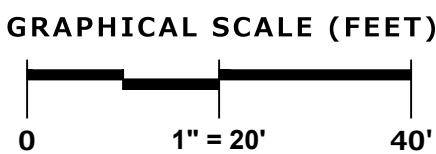
DESIGNED: SAT
DRAWN: DUB
CHECKED: SAT
DATE: 01/17/2023
PROJECT: 3042.00
SHEET: L-3

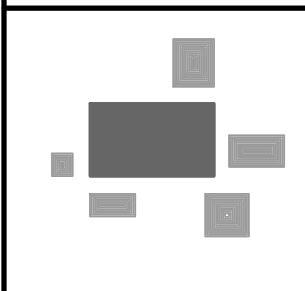


CONCEPT PLANT KEY



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VILLAGE OF SUSSEX, WAUKESHA CO., WI

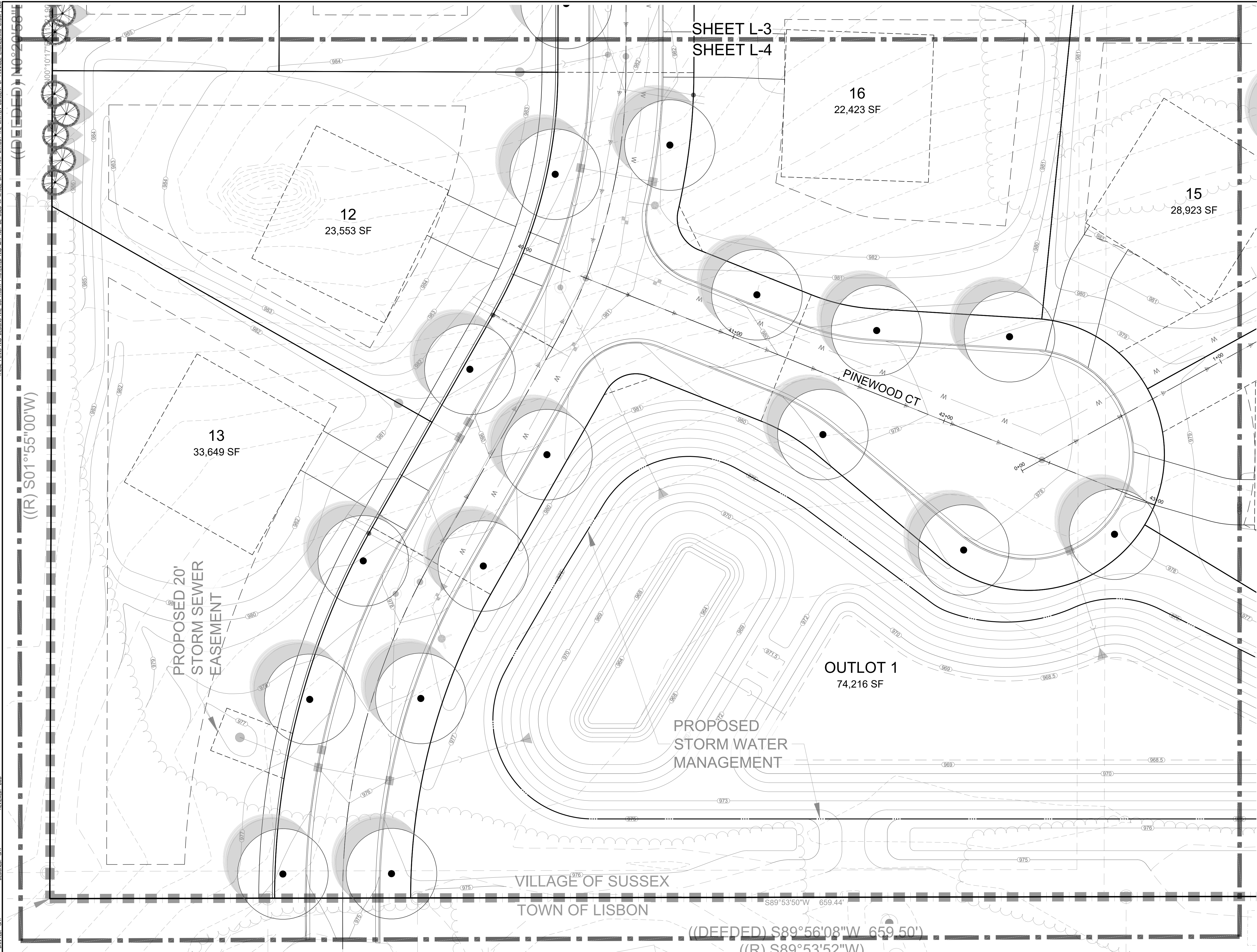
LANDSCAPE ENLARGEMENT

REVISIONS

REG JOB No. 3042.00
REG PM ASZ
START DATE 02-02-23
SCALE 1" = 20'

SHEET
L-3
L-6

DESIGNED: SAT
DRAFTED: SAT
REVIEWED: DUB
DATE: 02-02-22
PROJECT: 3042.00 LANDSCAPE - STREET TREE PLAN.DWG



CONCEPT PLANT KEY



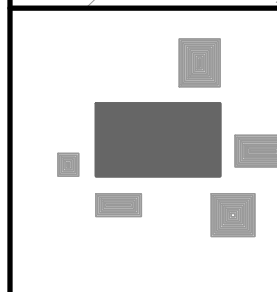
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GRAPHICAL SCALE (FEET)

0 1" = 20' 40'



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LANDSCAPE ENLARGEMENT

REVISIONS

REG JOB No. 3042.00
REG PM ASZ
START DATE 02-02-22
SCALE 1" = 20'

SHEET
L-4
L-6

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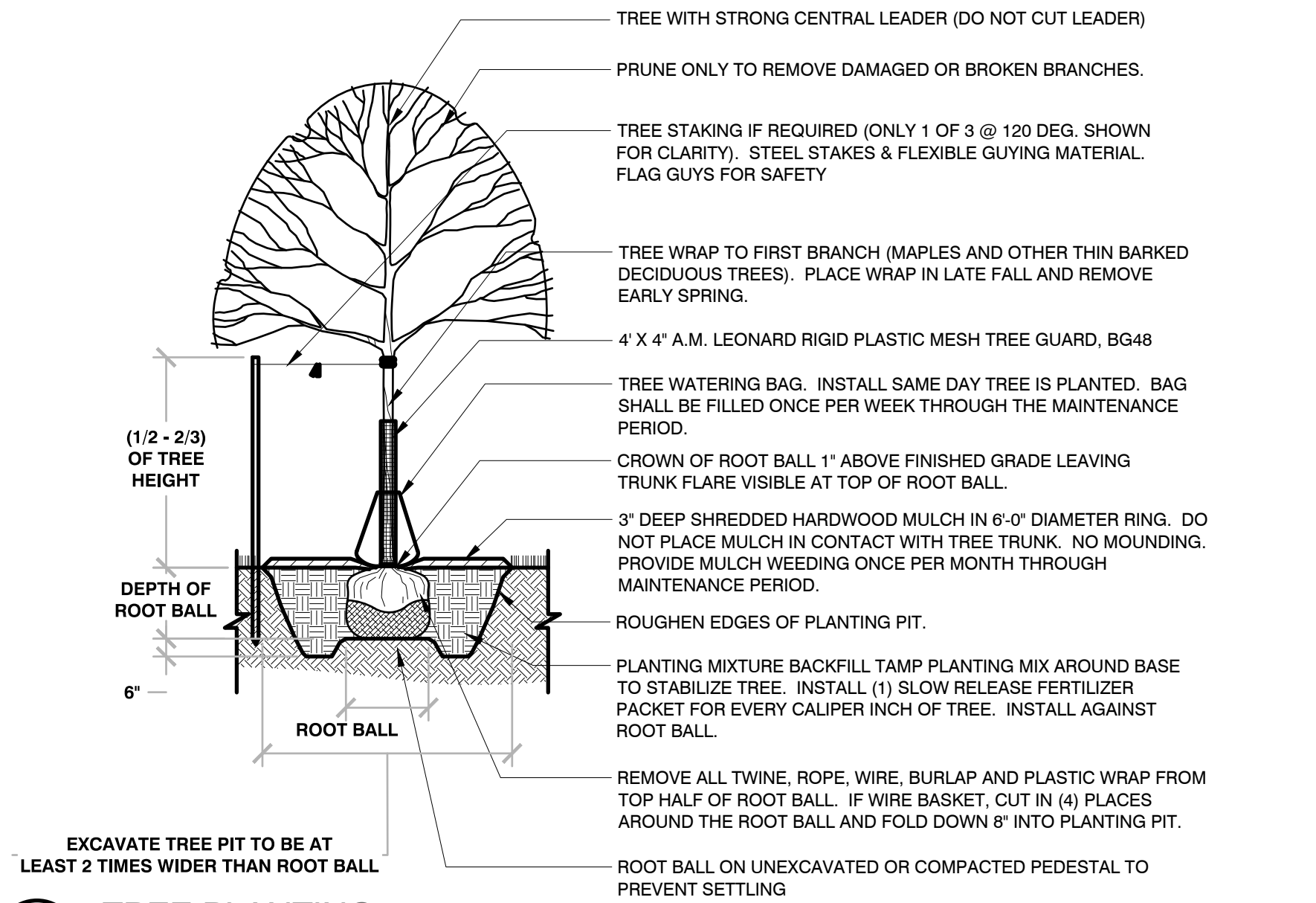
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GENERAL PLANTING NOTES

1. THE LAYOUT OF ALL INDIVIDUAL TREES SHALL BE STAKED BY THE CONTRACTOR IN ADVANCE OF INSTALLATION. FLAGGING, STAKES, OR PAINT MAY BE USED TO DELINEATE LOCATIONS AS SCALED FROM THE PLANS. AN APPROVED REPRESENTATIVE WILL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAKE MINOR ADJUSTMENTS AS NECESSARY.
2. THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY DETERMINING THE PLANT MATERIAL QUANTITIES REQUIRED BY THE LANDSCAPE PLANS. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.
3. NO PLANT MATERIAL OR PLANT SIZE SUBSTITUTIONS WILL BE ACCEPTED WITHOUT APPROVAL BY THE LANDSCAPE ARCHITECT. ANY CHANGES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO INSTALLATION.
4. ALL BNB STOCK SHALL BE NURSERY GROWN IN A CLAY LOAM SOIL FOR A MINIMUM OF THREE GROWING SEASONS WITHIN 200 MILES OF PROJECT LOCATION, IN A ZONE COMPATIBLE WITH USDA HARDINESS ZONE 5A. SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION. EXISTING SOIL SHALL BE AMENDED PER SOIL ANALYSIS REPORT TO ENSURE A PROPER GROWING MEDIUM IS ACHIEVED.
5. ALL PLANT MATERIAL SHALL COMPLY WITH STANDARDS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK - Z60.1 ANSI. LANDSCAPE ARCHITECT OR OWNERS AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND POTENTIALLY REJECT ANY PLANT MATERIAL DEEMED TO NOT MEET THE REQUIRED STANDARDS.
6. ALL STOCK SHALL BE FREE OF DISEASES AND HARMFUL INSECTS, DAMAGE, DISORDERS AND DEFORMITIES.
7. TREES SHALL HAVE SINGLE, STRAIGHT TRUNKS AND WELL BALANCED BRANCH SYSTEMS. MUTLI-STEM TREES SHALL HAVE 3-4 STRAIGHT TRUNKS AND WELL BALANCED BRANCH SYSTEMS. HEIGHT-TO-CALIPER RATIOS SHALL BE CONSISTENT WITH THE LATEST EDITION OF ANSI Z60.1.
8. ROOT SYSTEMS SHALL BE LARGE ENOUGH TO ALLOW FOR FULL RECOVERY OF THE TREE, AND SHALL CONFORM TO STANDARDS AS THEY APPEAR IN THE MOST CURRENT REVISION OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1.
9. BNB TREES SHALL BE DUG WITH A BALL OF SOIL, NOT SOFT BALLED OR POTTED AND SHALL BE FIRM IN THEIR ROOTBALL. ROOT BALL SHALL BE WRAPPED (WITH BIODEGRADABLE MATERIAL). THE TREE ROOT FLARE, OR COLLAR, SHALL BE AT OR WITHIN THE TOP THREE INCHES OF GRADE.
10. ALL SPRING TREES MUST BE FRESHLY DUG IN THE MOST RECENT SPRING.
11. ALL AUTUMN TREES MUST BE FRESHLY DUG IN THE MOST RECENT AUTUMN.
12. TREES SHALL BE ALIVE, HEALTHY AND APPROPRIATELY MOIST, AT TIME OF DELIVERY. TREES SHALL BE SUBJECT TO INSPECTION FOR CONFORMITY TO SPECIFICATION REQUIREMENTS AND APPROVAL BY THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE. THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY TREES THAT DO NOT MEET THE SPECIFICATIONS OR THAT HAVE BEEN DAMAGED DURING SHIPMENT. THE LANDSCAPE INSTALLER MUST RECEIVE APPROVAL FROM LANDSCAPE ARCHITECT FOR ANY SUBSTITUTIONS OR ALTERATIONS.
13. ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH PLANTING DETAILS.
14. WHILE PLANTING TREES, BACKFILL $\frac{2}{3}$ OF PLANTING HOLE AND WATER TREE THOROUGHLY BEFORE INSTALLING THE REMAINDER OF SOIL MIXTURE. AFTER ALL SOIL HAS BEEN PLACED INTO THE PLANTING HOLE WATER THOROUGHLY AGAIN. .
15. THE CONTRACTOR MUST LABEL ALL TREES WITH THE COMMON AND BOTANICAL NAMES PRIOR TO FINAL INSPECTION.
16. ALL TREES PLANTED IN TURF AREAS SHALL RECEIVE A 3" DEEP SHREDDED HARDWOOD MULCHED RING AS SHOWN IN PLANTING DETAILS.
17. ALL TREE RINGS SHALL HAVE A 4" DEEP TRENCHED BED EDGE CREATED BY EITHER A FLAT LANDSCAPE SPADE OR MECHANICAL EDGER. EDGES ARE TO BE CUT CLEAN AND SMOOTH WITH A CLEAN DEFINITION BETWEEN TURF AND PLANTING AREAS.
18. ALL DISTURBED AREAS WITHIN THE PROJECT SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
19. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
20. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, INCLUDING ANY IRRIGATION LINES, PRIOR TO DIGGING. CONSULT DIGGERS HOTLINE.
21. TREES SHALL BE INSTALLED NO CLOSER THAN:
 - 15 FEET FROM ANY FIRE HYDRANT, DRIVEWAY, AND INTERSECTION
 - 8 FEET FROM STORM SEWER, SANITARY SEWER LATERALS, AND WATER SERVICE
22. THE CONTRACTOR SHALL ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
23. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, FEES, AND LICENSES NECESSARY FOR THE INSTALLATION OF THIS PLAN.
24. THE CONTRACTOR IS TO REVIEW ALL SITE ENGINEERING DOCUMENTS PRIOR TO INSTALLATION. ANY CONFLICTS MUST BE REPORTED TO THE LANDSCAPE ARCHITECT. THESE LANDSCAPE DRAWINGS ARE FOR THE INSTALLATION OF PLANT MATERIALS ONLY UNLESS OTHERWISE STATED.
25. THE CONTRACTOR SHALL PROVIDE WATERING AND MAINTENANCE SERVICES FOR A PERIOD OF 60 DAYS TO ENSURE VEGETATIVE ESTABLISHMENT. UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL SUPPLY THE OWNER IN WRITING WITH ONGOING WATERING AND MAINTENANCE INSTRUCTIONS.
26. PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM TIME OF OWNER ACCEPTANCE. ONLY ONE REPLACEMENT PER PLANT WILL BE REQUIRED DURING THE WARRANTY PERIOD EXCEPT IN THE EVENT OF FAILURE TO COMPLY WITH THE SPECIFIED REQUIREMENTS.
27. THE CONTRACTOR IS RESPONSIBLE TO CONDUCT A FINAL WALK THROUGH WITH THE LANDSCAPE ARCHITECT AND OR OWNERS REPRESENTATIVE TO ANSWER QUESTIONS, PROVIDE INSTRUCTIONS, AND ENSURE THAT PROJECT REQUIREMENTS HAVE BEEN MET.

SOIL PLACEMENT NOTES

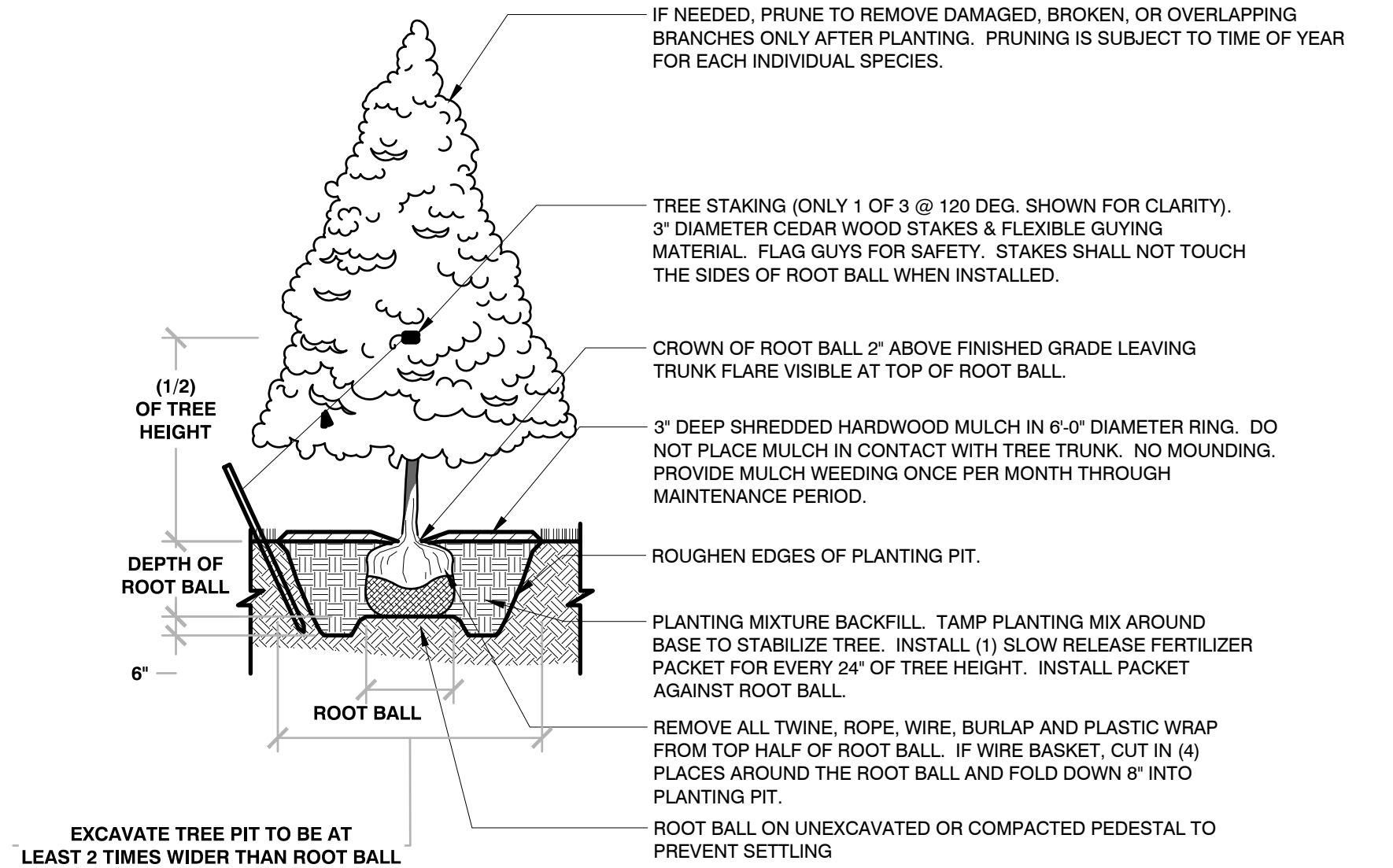
1. LOOSEN SUBGRADE TO A MINIMUM DEPTH INDICATED IN PLANTING NOTES USING A CULTI-MULCHER OR SIMILAR EQUIPMENT, AND REMOVE STONES MEASURING OVER 1-1/2 INCHES IN ANY DIMENSION, STICKS, RUBBISH AND OTHER EXTRANEIOUS MATTER. AREAS ADJACENT TO WALKS AND PAVEMENT SHALL BE FREE OF EXCESS STONE AND PAVING MATERIALS SO AS TO PROVIDE AN UNINTERRUPTED CROSS SECTION OF SOIL.
2. THOROUGHLY BLEND PLANTING SOIL MIX FOR PLANTING BED AREAS. (1 PART EXISTING SOIL, 1 PART TOPSOIL, 1 PART ORGANIC SOIL AMENDMENT, 2.9 POUNDS PER CUBIC YARD OF 4-4-4 ANALYSIS SLOW-RELEASE FERTILIZER)
3. TREE HOLES SHALL BE FILLED WITH A PREPARED PLANTING MIXTURE OF 1 PART TOPSOIL, 2 PARTS PLANTING SOIL MIX.
4. SPREAD SOIL AND SOIL AMENDMENTS TO DEPTH INDICATED ON DRAWINGS, BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. (FINISH GRADE OF PLANTING BEDS SHALL BE 3" BELOW ALL ADJACENT SURFACES.
5. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
6. FINISH GRADING: GRADE SOIL TO A SMOOTH, UNIFORM SURFACE PLANE WITH A LOOSE, UNIFORMLY FINE TEXTURE.
7. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
8. RESTORE PLANTING BEDS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING AND BEFORE PLANTING.



1 TREE PLANTING

1/4" = 1'-0"

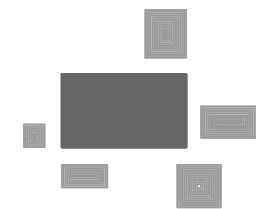
329343-01



2 EVERGREEN TREE PLANTING

1/4" = 1'-0"

329343-03



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GOLDEN FIELDS OF SUSSEX
VILLAGE OF SUSSEX, WAUKESHA CO., WI

LANDSCAPE NOTES &
DETAILS

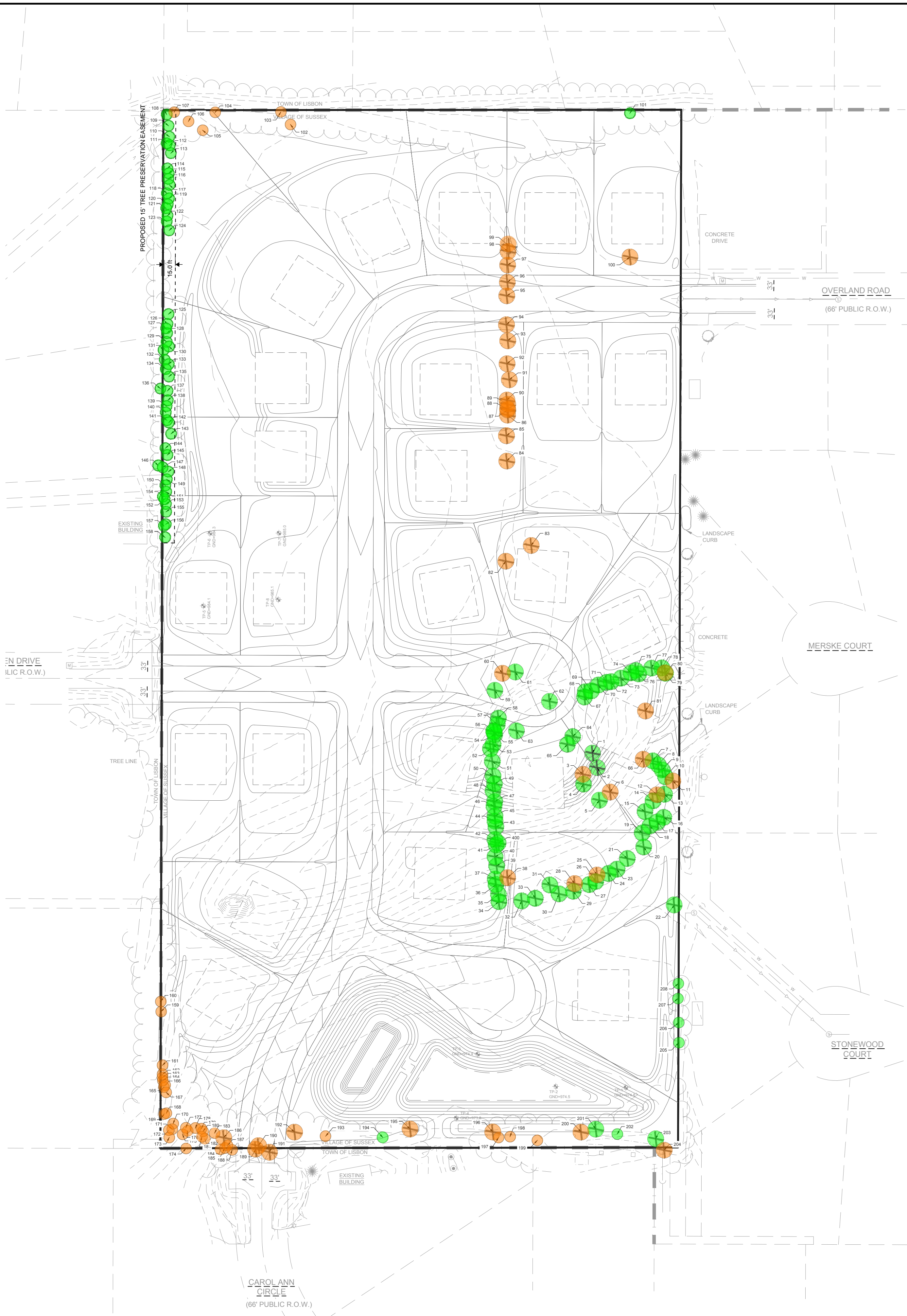
REVISIONS

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REG JOB No. 3042.00
REG PM ASZ
START DATE 02-02-23
SCALE VARIES

SHEET
L-5
L-6

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EXISTING TREE KEY

EXISTING DECIDUOUS TREE TO REMAIN

EXISTING EVERGREEN TREE TO REMAIN

EXISTING DECIDUOUS TREE TO BE REMOVED

EXISTING EVERGREEN TREE TO BE REMOVED

*

DENOTES TREE REMOVAL IN CHART

TOTAL TREES ON-SITE - 209
TOTAL CALIPER INCHES ON-SITE = 3,415
TOTAL TREES TO BE REMOVED - 113
REQUIRED MITIGATION - 994 CAL INCHES (SEE BELOW)
PROPOSED ON-SITE MITIGATION - 182" (SEE SHEET L-1)

- TREE SPECIES ON SITE DEEMED TO BE OF VALUE (2,225 CAL INCHES)
- ACER - MAPLE
 - ARBORVITAE
 - BETULA - BIRCH
 - CARYA OVATA - SHAGBARK HICKORY
 - PICEA - SPRUCE
 - PINUS - PINE
 - QUERCUS - OAK

TOTAL CALIPER INCHES OF "TREES OF VALUE" RATED IN FAIR OR BETTER CONDITION WHICH ARE BEING REMOVED AND REQUIRE MITIGATION:
INCHES BEING REMOVED: 1,216"
10% ALLOWABLE IMPACT: 222"
1216-222= 994 (REQUIRED MITIGATION)
- TREE SPECIES ON SITE DEEMED TO BE OF LITTLE VALUE (1,190 CAL INCHES)
- ACER - BOXELDER MAPLE
 - MORUS ALBA - MULBERRY
 - MALUS - APPLE
 - POPULUS - POPLAR
 - PRUNUS - PLUM
 - PRUNUS SEROTINA - BLACK CHERRY

TOTAL CAL INCHES OF "TREES OF LITTLE VALUE" RATED IN FAIR OR BETTER CONDITION WHICH ARE BEING REMOVED AND DON'T REQUIRE MITIGATION:
INCHES BEING REMOVED: 589"

TreeNumber	TreeSpecies	Diameter"	TreeCondition	SingleMultiStem
* 1	Acer - Maple	34	Fair	Multi-Stem
* 2	Acer - Maple	15	Good	Multi-Stem
* 3	Acer - Boxelder	7	Good	Single Stem
* 4	Pinus - Pine	14	Good	Single Stem
* 5	Acer - Maple	14	Good	Multi-Stem
* 6	Acer - Boxelder	8	Good	Single Stem
* 7	Pinus - Pine	32	Good	Single Stem
* 8	Pinus - Pine	19	Good	Single Stem
* 9	Pinus - Pine	30	Good	Single Stem
* 10	Pinus - Pine	18	Good	Single Stem
* 11	Acer - Boxelder	6	Good	Single Stem
* 12	Morus Alba - Mulberry	17	Good	Multi-Stem
* 13	Pinus - Pine	20	Fair	Single Stem
* 14	Pinus - Pine	20	Good	Single Stem
* 15	Pinus - Pine	14	Poor	Single Stem
* 16	Pinus - Pine	26	Good	Single Stem
* 17	Pinus - Pine	16	Poor	Single Stem
* 18	Pinus - Pine	20	Good	Single Stem
* 19	Pinus - Pine	16	Fair	Single Stem
* 20	Pinus - Pine	21	Fair	Single Stem
* 21	Pinus - Pine	12	Fair	Single Stem
* 22	Quercus - Oak	59	Poor	Single Stem
* 23	Pinus - Pine	22	Fair	Multi-Stem
* 24	Pinus - Pine	10	Poor	Single Stem
* 25	Acer - Boxelder	10	Good	Multi-Stem
* 26	Pinus - Pine	12	Fair	Single Stem
* 27	Pinus - Pine	9	Poor	Single Stem
* 28	Acer - Boxelder	11	Good	Multi-Stem
* 29	Pinus - Pine	22	Fair	Multi-Stem
* 30	Pinus - Pine	7	Poor	Single Stem
* 31	Pinus - Pine	10	Excellent	Single Stem
* 32	Pinus - Pine	14	Poor	Single Stem
* 33	Pinus - Pine	19	Good	Single Stem
* 34	Pinus - Pine	15	Good	Single Stem
* 35	Pinus - Pine	16	Good	Single Stem
* 36	Pinus - Pine	18	Good	Single Stem
* 37	Picea - Spruce	18	Good	Single Stem
* 38	Acer - Boxelder	10	Good	Multi-Stem
* 39	Pinus - Pine	25	Good	Single Stem
* 40	Pinus - Pine	18	Good	Single Stem
* 41	Pinus - Pine	17	Good	Single Stem
* 42	Pinus - Pine	15	Good	Single Stem
* 43	Pinus - Pine	12	Good	Single Stem
* 44	Pinus - Pine	15	Good	Single Stem
* 45	Pinus - Pine	15	Good	Single Stem
* 46	Pinus - Pine	18	Good	Single Stem
* 47	Picea - Spruce	21	Good	Single Stem
* 48	Picea - Spruce	13	Good	Single Stem
* 49	Picea - Spruce	13	Good	Single Stem
* 50	Picea - Spruce	13	Good	Single Stem
* 51	Picea - Spruce	18	Good	Single Stem
* 52	Picea - Spruce	11	Fair	Single Stem
* 53	Picea - Spruce	11	Fair	Single Stem
* 54	Arborvitae	30	Good	Multi-Stem
* 55	Arborvitae	35	Good	Multi-Stem
* 56	Arborvitae	13	Good	Multi-Stem
* 57	Arborvitae	15	Good	Multi-Stem
* 58	Arborvitae	26	Good	Multi-Stem
* 59	Acer - Maple	35	Good	Single Stem
* 60	Malus - Apple	7	Good	Multi-Stem
* 61	Acer - Maple	33	Good	Single Stem
* 62	Betula - Birch	26	Good	Multi-Stem
* 63	Acer - Maple	13	Fair	Single Stem
* 64	Arborvitae	16	Good	Multi-Stem
* 65	Arborvitae	6	Good	Multi-Stem
* 66	Acer - Boxelder	6	Good	Single Stem
* 67	Pinus - Pine	22	Fair	Single Stem
* 68	Pinus - Pine	16	Fair	Single Stem
* 69	Pinus - Pine	23	Good	Single Stem
* 70	Pinus - Pine	17	Good	Single Stem
* 71	Pinus - Pine	13	Fair	Single Stem
* 72	Pinus - Pine	21	Poor	Single Stem
* 73	Pinus - Pine	28	Good	Multi-Stem
* 74	Pinus - Pine	15	Fair	Single Stem
* 75	Pinus - Pine	17	Good	Single Stem
* 76	Pinus - Pine	20	Good	Single Stem
* 77	Pinus - Pine	14	Fair	Single Stem
* 78	Pinus - Pine	13	Poor	Single Stem
* 79	Pinus - Pine	20	Fair	Single Stem
* 80	Acer - Boxelder	28	Poor	Multi-Stem
* 81	Malus - Apple	13	Fair	Multi-Stem
* 82	Prunus - Plum	30	Good	Multi-Stem
* 83	Prunus - Plum	10	Good	Single Stem
* 84	Prunus - Plum	12	Good	Single Stem
* 85	Prunus - Plum	8	Good	Multi-Stem
* 86	Prunus - Plum	11	Good	Single Stem
* 87	Prunus - Plum	6	Good	Single Stem
* 88	Prunus - Plum	7	Good	Single Stem
* 89	Prunus - Plum	6	Good	Single Stem
* 90	Prunus - Plum	6	Good	Single Stem
* 91	Prunus - Plum	13	Good	Multi-Stem
* 92	Prunus - Plum	6	Good	Single Stem
* 93	Prunus - Plum	16	Good	Multi-Stem
* 94	Prunus - Plum	7	Good	Single Stem
* 95	Prunus - Plum	7	Good	Single Stem
* 96	Prunus - Plum	11	Good	Multi-Stem
* 97	Prunus - Plum	12	Good	Single Stem
* 98	Prunus - Plum	11	Good	Single Stem
* 99	Populus - Poplar	14	Good	Multi-Stem
* 100	Malus - Apple	30	Good	Multi-Stem
101	Pinus - Pine	17	Fair	Single Stem
102	Prunus - Plum	11	Good	Multi-Stem
103	Populus - Poplar	9	Good	Single Stem
104	Acer - Boxelder	9	Good	Single Stem

105	Acer - Boxelder	12	Good	Single Stem
106	Acer - Boxelder	10	Good	Single Stem
107	Acer - Boxelder	6	Good	Single Stem
108	Picea - Spruce	14	Fair	Single Stem
109	Picea - Spruce	15	Fair	Single Stem
110	Picea - Spruce	16	Good	Single Stem
111	Picea - Spruce	13	Fair	Single Stem
112	Picea - Spruce	13	Fair	Single Stem
113	Picea - Spruce	15	Fair	Single Stem
114	Picea - Spruce	14	Good	Single Stem
115	Picea - Spruce	15	Good	Single Stem
116	Picea - Spruce	6	Good	Single Stem
117	Picea - Spruce	15	Good	Single Stem
118	Picea - Spruce	13	Good	Single Stem
119	Picea - Spruce	13	Good	Single Stem
120	Picea - Spruce	6	Good	Single Stem
121	Picea - Spruce	17	Good	Single Stem
122	Picea - Spruce	8	Good	Single Stem
123	Picea - Spruce	13	Good	Single Stem
124	Picea - Spruce	16	Good	Single Stem
125	Picea - Spruce	20	Good	Single Stem
126	Picea - Spruce	11	Good	Single Stem
127	Picea - Spruce	13	Good	Single Stem
128	Picea - Spruce	14	Good	Single Stem
129	Picea - Spruce	18	Good	Multi-Stem
130	Picea - Spruce	13	Good	Single Stem
131	Picea - Spruce	15	Good	Single Stem
132	Picea - Spruce	15	Good	Single Stem
133	Picea - Spruce	11	Good	Single Stem
134	Picea - Spruce	11	Good	Single Stem
135	Picea - Spruce	11	Good	Single Stem
136	Picea - Spruce	14	Good	Single Stem
137	Picea - Spruce	12	Fair	Single Stem
138	Picea - Spruce	14	Fair	Single Stem
139	Picea - Spruce	16	Good	Single Stem
140	Picea - Spruce	11	Good	Single Stem
141	Picea - Spruce	16	Good	Single Stem
142	Picea - Spruce	11	Fair	Single Stem
143	Picea - Spruce	16	Good	Single Stem
144	Picea - Spruce	12	Good	Single Stem
145	Picea - Spruce	17	Good	Single Stem
146	Picea - Spruce	13	Good	Single Stem
147	Picea - Spruce	17	Good	Single Stem
148	Picea - Spruce	16	Good	Single Stem
149	Picea - Spruce	17	Good	Single Stem
150	Picea - Spruce	11	Good	Single Stem
151	Picea - Spruce	17	Good	Single Stem
152	Picea - Spruce	16	Good	Single Stem
153	Picea - Spruce	16	Fair	Single Stem
154	Picea - Spruce	13	Fair	Single Stem
155	Picea - Spruce	17	Fair	Single Stem
156	Picea - Spruce	13	Good	Single Stem
157	Picea - Spruce	16	Good	Single Stem
158	Picea - Spruce	20	Good	Single Stem
159	Acer - Boxelder	18	Good	Multi-Stem
160	Acer - Boxelder	35	Good	Multi-Stem
161	Acer - Boxelder	6	Good	Single Stem
162	Acer - Boxelder	35	Fair	Multi-Stem
163	Acer - Boxelder	6	Fair	Single Stem
164	Acer - Boxelder	15	Good	Single Stem
165	Acer - Boxelder	12	Good	Single Stem
166	Acer - Boxelder	12	Good	Single Stem
167	Acer - Boxelder	10	Fair	Single Stem
168	Acer - Boxelder	28	Fair	Multi-Stem
169	Acer - Boxelder	7	Good	Single Stem
170	Acer - Boxelder	20	Good	Multi-Stem
171	Acer - Boxelder	11	Poor	Single Stem
172	Acer - Boxelder	9	Good	Single Stem
173	Prunus Serotina - Black Cherry	25	Fair	Single Stem
174	Acer - Boxelder	39	Fair	Multi-Stem
175	Acer - Boxelder	6	Good	Single Stem
176	Acer - Boxelder	16	Good	Single Stem
177	Acer - Boxelder	12	Good	Single Stem
178	Acer - Boxelder	11	Poor	Single Stem
179	Acer - Boxelder	9	Fair	Single Stem
180	Acer - Boxelder	8	Fair	Single Stem
181	Prunus Serotina - Black Cherry	22	Good	Single Stem
182	Acer - Boxelder	10	Good	Single Stem
183	Acer - Boxelder	15	Good	Single Stem
184	Acer - Boxelder	11	Good	Single Stem
185	Acer - Boxelder	16	Good	Single Stem
* 186	Prunus Serotina - Black Cherry	17	Good	Single Stem
187	Acer - Boxelder	6	Fair	Single Stem
188	Acer - Boxelder	22	Good	Multi-Stem
* 189	Prunus Serotina - Black Cherry	23	Good	Single Stem
* 190	Acer - Boxelder	34	Good	Multi-Stem
* 191	Acer - Boxelder	16	Fair	Single Stem
* 192	Acer - Boxelder	32	Fair	Multi-Stem
193	Acer - Boxelder	35	Good	Multi-Stem
194	Quercus - Oak	41	Excellent	Single Stem
* 195	Acer - Boxelder	49	Good	Multi-Stem
* 196	Malus - Apple	49	Good	Multi-Stem
197	Prunus Serotina - Black Cherry	22	Good	Single Stem
198	Acer - Boxelder	12	Good	Single Stem
199	Prunus Serotina - Black Cherry	27	Good	Single Stem
* 200	Malus - Apple	13	Good	Single Stem
* 201	Carya Ovata - Shagbark Hickory	6	Good	Single Stem
202	Carya Ovata - Shagbark Hickory	22	Excellent	Single Stem
* 203	Quercus - Oak	48	Good	Multi-Stem
* 204	Acer - Boxelder	6	Good	Single Stem
205	Betula - Birch	11	Excellent	Single Stem
206	Betula - Birch	11	Excellent	Single Stem
207	Betula - Birch	12	Excellent	Single Stem
208	Betula - Birch	11	Excellent	Single Stem
* 400	Pinus - Pine	17	Good	Single Stem

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GOLDEN FIELDS OF SUSSEX

VILLAGE OF SUSSEX, WAUKESHA CO., WI

TREE PROTECTION AND

MITIGATION PLAN

REVISIONS			

REC JOB No.	3042.00
REC PM	ASZ
START DATE	02-02-23
SCALE	1"=80'

SHEET

L-6

L-6

Landscape Narrative
Golden Fields of Sussex
March 6, 2023

As part of the rezoning and preliminary plat package for the Golden Fields of Sussex project, a preliminary street tree and landscape plan set was prepared and submitted to the Village of Sussex for review. Sheet L-6 of that package is a Tree Protection and Mitigation Plan which identifies existing trees on the property and identifies which of those trees will remain or be removed.

The project site has 209 existing trees on site that are 6" caliper or larger. As part of the proposed grading, road work, and utility work required for the proposed development, 114 of these trees will be removed which would leave 95 remaining. On the Tree Protection and Mitigation Plan ("The Plan") the trees to be removed are noted with an **X**. The trees to be removed consist of both trees deemed to be of value (high quality desirable species, colored in green on The Plan) and trees deemed to be of little value (undesirable, nuisance, colored in tan on The Plan). The high quality, valuable trees are maple, arborvitae, birch, hickory, spruce, pine and oak. The undesirable. Little value trees are boxelder, mulberry, apple, poplar, plum and black cherry. Most of the trees being removed are located on the interior of the site, massing primarily around the existing home and fenced in pasture area north of the home. It is assumed the previous owner planted these trees to screen the views from neighboring lots into the property and into the existing home. Nearly half the trees on site are located along the property lines, the vast majority of which will remain. The trees of value along the west property line will be protected during the construction of the subdivision and beyond by a tree preservation easement. The other trees along the property line will remain but can be removed by the individual lot owners since they are deemed of little value. The preserved trees will provide the greatest screening benefit and visual impact for the neighboring lots. Along with preserving the trees along the property lines, the proposed development will supplement the existing trees with an additional 26 evergreen trees along the west property line as shown on sheet L-1. Additionally, 52 high quality street trees will be installed to help break up views and create an aesthetically pleasing continuation of the existing neighborhoods. As the proposed homes are built, trees and landscaping will be installed by individual homeowners to further enhance the aesthetics of the neighborhood.

See the next page for a summary of the trees and the required mitigation. This summary and mitigation requirements are based on the preliminary plans. A final summary and mitigation requirements will be prepared based on the approved construction plans.

Summary of trees:

Total existing trees on site (6" caliper or larger)	209 total	3,415 inches
Tree Species deemed to be of value	131 total	2,225 inches
• Fair or better condition	122 total	2,062 inches
• Poor quality	9 total	163 inches
Tree Species deemed to be of little value	78 total	1,190 inches
• Fair or better condition	75 total	1,140 inches
• Poor quality	3 total	50 inches
Tree to be remain	95 total	1,397 inches
• Of value to remain (fair or better)	59 total	846 inches
• Of little value to remain (fair or better)	36 total	551 inches
Tree to be removed	114 total	2,018 inches
• Of value to be removed (fair or better)	63 total	1,216 inches
• Of little value to be removed (fair or better)	39 total	589 inches
• Of value but poor quality	9 total	163 inches
• Of little value & poor quality	3 total	50 inches

Total caliper inches of "trees of value" rated in fair or better condition which are being removed and require mitigation:

Of value to be removed (fair or better) = 1,216 inches

10% allowable impact = 2,225 inches (tree species deemed to be of value) * 10% = 222 inches

Required mitigation = 1,216 inches – 222 inches = 994 inches

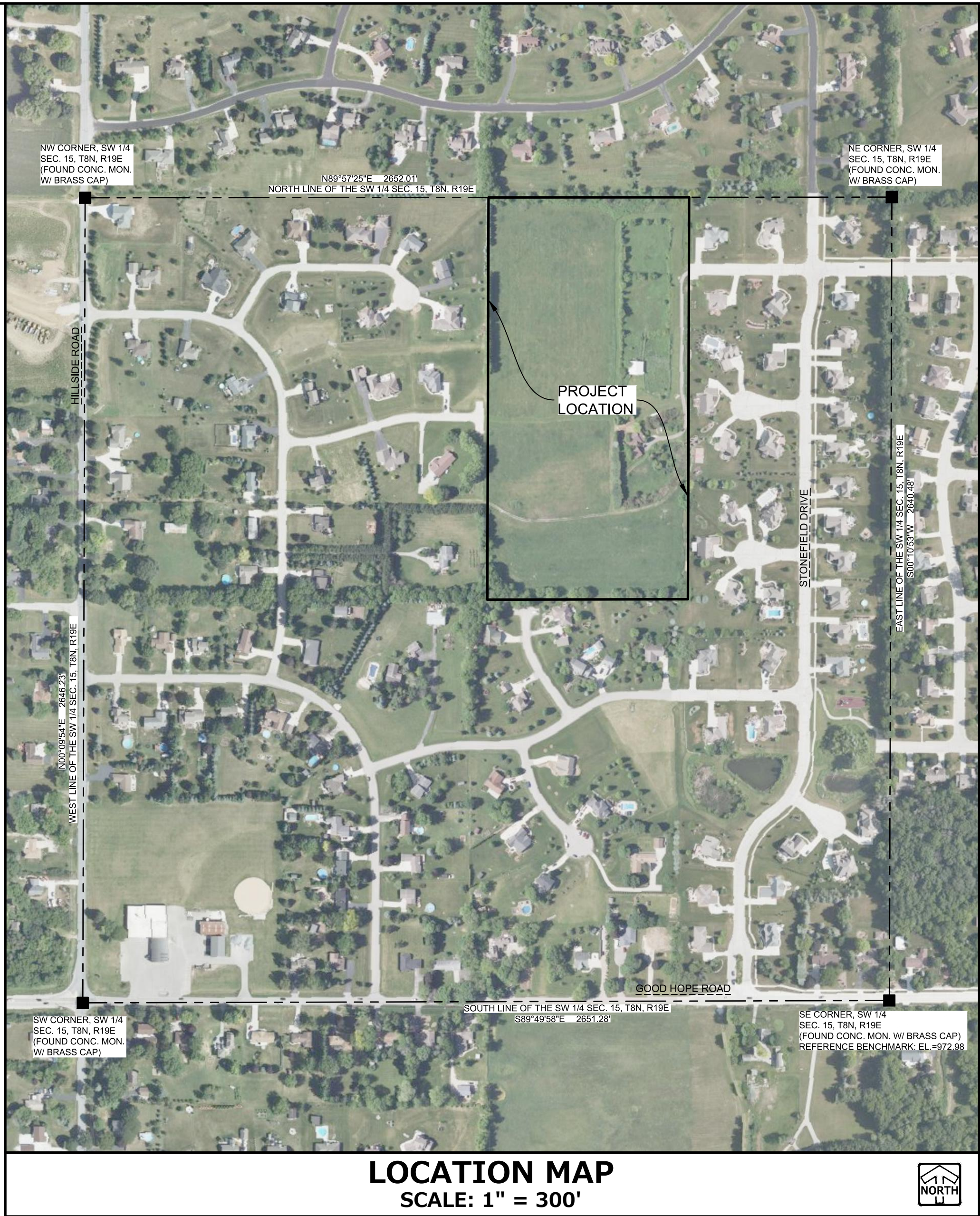
Proposed on site mitigation = (52 street trees*2.5-inch size) + (26 lot line trees*2-inch size) = 182 inches

Remaining mitigation required = 994 inches – 182 inches = 812 inches

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LEGEND

	EXISTING	PROPOSED
SANITARY SEWER MANHOLE		
STORM SEWER MANHOLE		
STORM SEWER CATCH BASIN (ROUND CASTING)		
STORM SEWER CATCH BASIN (RECTANGULAR CASTING)		
PRECAST FLARED END SECTION		
CONCRETE HEADWALL		
VALVE BOX		
FIRE HYDRANT		
CLEANOUT		
SANITARY SEWER		
FORCE MAIN		
STORM SEWER		
DRAIN TILE		
WATER MAIN		
FIRE PROTECTION		
ELECTRICAL CABLE		
OVERHEAD WIRES		
GAS MAIN		
TELEPHONE LINE		
UTILITY CROSSING		
CAUTION EXISTING UTILITIES NEARBY		
GRANULAR TRENCH BACKFILL		
LIGHTING		
ELECTRICAL TRANSFORMER OR PEDESTAL		
POWER POLE		
POWER POLE WITH LIGHT		
GUY WIRE		
STREET SIGN		
CONTOUR		
SPOT ELEVATION		
WETLANDS		
PRIMARY ENVIRONMENTAL CORRIDOR		
FLOODWAY		
FLOODPLAIN		
HIGH WATER LEVEL (HWL)		
NORMAL WATER LEVEL (NWL)		
DIRECTION OF SURFACE FLOW		
DITCH OR SWALE		
DIVERSION SWALE		
OVERFLOW RELIEF ROUTING		
TREE WITH TRUNK SIZE		
SOIL BORING		
TOPSOIL PROBE		
FENCE LINE, TEMPORARY SILT		
FENCE LINE, WIRE		
FENCE LINE, CHAIN LINK OR IRON		
FENCE LINE, WOOD OR PLASTIC		
CONCRETE SIDEWALK		
CURB AND GUTTER		
DEPRESSED CURB		
REVERSE PITCH CURB & GUTTER		
EASEMENT LINE		



LOCATION MAP
SCALE: 1" = 300'

GENERAL NOTES

- THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION.
- THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.
- THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES LEARNED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON ITS OWN COMPUTATIONS AND IN NO SUCH INSTANCE RELY ON THE ENGINEER'S ESTIMATE.
- QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BINDING ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
- PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF JOB EXTRAS.
- COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS; ALL APPLICABLE PERMITS HAVE BEEN OBTAINED; AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
- SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT COMMENCE, OR CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
- THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND DIGGER'S HOTLINE IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS.
- SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
- CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DEBRIS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL "GOOD HOUSEKEEPING."
- THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.

PRELIMINARY IMPROVEMENT PLANS

FOR

GOLDEN FIELDS OF SUSSEX

VILLAGE OF SUSSEX, WAUKESHA CO., WI

PLANS PREPARED FOR
HARTFORD LAND DEVELOPMENT, LLC

ATTN: MIKE KAEREK

11600 W. LINCOLN AVE

WEST ALLIS, WI 53227

PHONE: 414-321-5300

INDEX OF SHEETS

C-1	COVER SHEET
C-2	PRELIMINARY UTILITY SYSTEM MAP
C-3	PRELIMINARY OVERALL GRADING PLAN
C-4 - C-5	PRELIMINARY MASTER GRADING PLANS
C-6 - C-10	PRELIMINARY ROADWAY PLAN & PROFILES

APPLICANT/DEVELOPER CIVIL ENGINEERING CONTACTS

HARTFORD LAND DEVELOPMENT, LLC
ATTN: MIKE KAEREK
11600 W. LINCOLN AVE
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EXPIRATION DATE: JULY 31st, 2024

PINNACLE ENGINEERING GROUP, LLC
ENGINEER'S LIMITATION

PINNACLE ENGINEERING GROUP, LLC AND THEIR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED PRIOR TO BID SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

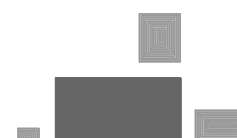
FURTHERMORE, PINNACLE ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY OR THE MEANS AND METHODS OF CONSTRUCTION.

REVISIONS

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—	—
—	—
—	—

REG JOB No. 3042.00
ASZ
REG PM
START DATE 02-02-23
SCALE 1" = 300'

SHEET
C-1
OF
C-10


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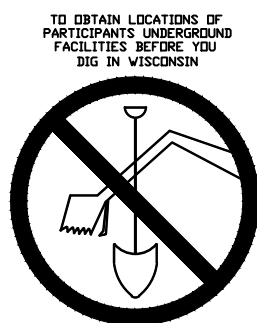
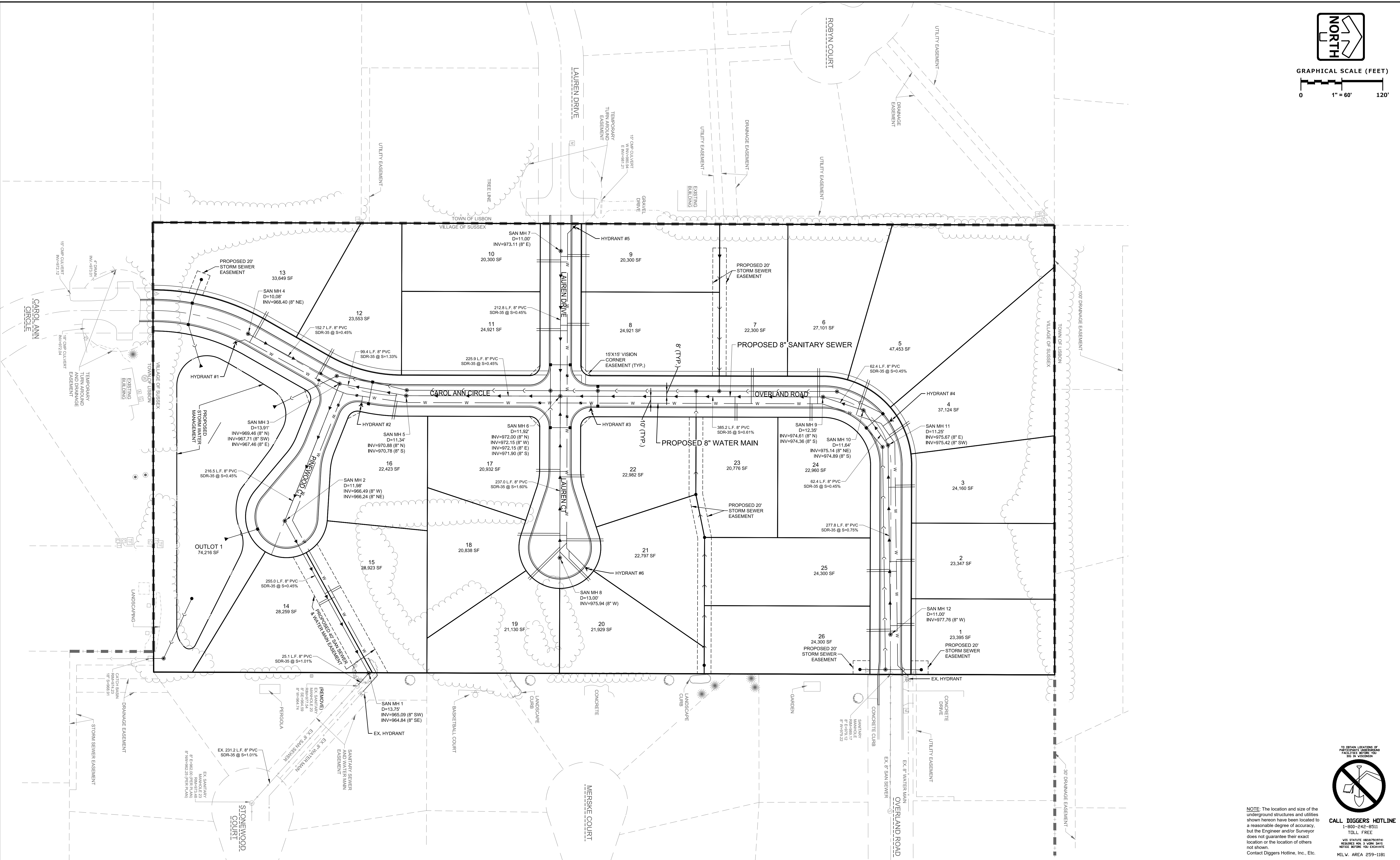
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GOLDEN FIELDS OF SUSSEX
VILLAGE OF SUSSEX, WAUKESHA CO., WI

COVER SHEET

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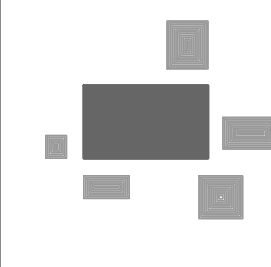
DESIGNED: ASZ
REVIEWED: ASZ
DRAFTED: BR



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TOLL FREE
VIA STATUTE 184.27(1)(a) 184.27(1)(b) 184.27(1)(c) 184.27(1)(d) 184.27(1)(e) 184.27(1)(f) 184.27(1)(g) 184.27(1)(h) 184.27(1)(i) 184.27(1)(j) 184.27(1)(k) 184.27(1)(l) 184.27(1)(m) 184.27(1)(n) 184.27(1)(o) 184.27(1)(p) 184.27(1)(q) 184.27(1)(r) 184.27(1)(s) 184.27(1)(t) 184.27(1)(u) 184.27(1)(v) 184.27(1)(w) 184.27(1)(x) 184.27(1)(y) 184.27(1)(z)

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VIA STATUTE 184.27(1)(a) 184.27(1)(b) 184.27(1)(c) 184.27(1)(d) 184.27(1)(e) 184.27(1)(f) 184.27(1)(g) 184.27(1)(h) 184.27(1)(i) 184.27(1)(j) 184.27(1)(k) 184.27(1)(l) 184.27(1)(m) 184.27(1)(n) 184.27(1)(o) 184.27(1)(p) 184.27(1)(q) 184.27(1)(r) 184.27(1)(s) 184.27(1)(t) 184.27(1)(u) 184.27(1)(v) 184.27(1)(w) 184.27(1)(x) 184.27(1)(y) 184.27(1)(z)



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GOLDEN FIELDS OF SUSSEX VILLAGE OF SUSSEX, WAUKESHA CO., WI

PRELIMINARY UTILITY SYSTEM MAP

REVISIONS	

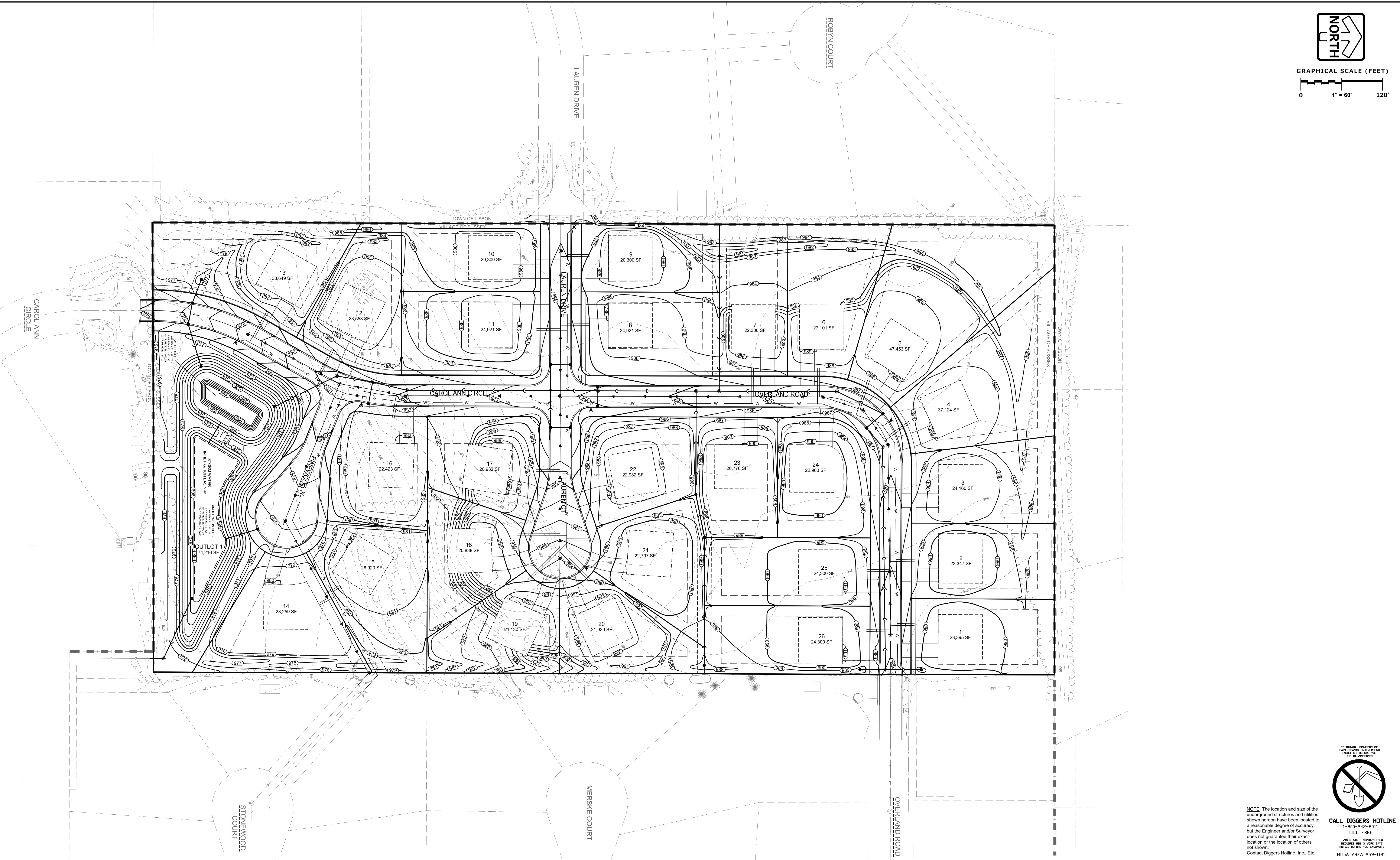
PEC JOB No. 3042.00
PEC PM ASZ
START DATE 02-02-23
SCALE 1" = 60'

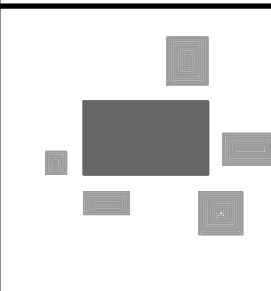
SHEET
C-2
C-10

PRELIMINARY UTILITY SYSTEM MAP
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GOLDEN FIELDS OF SUSSEX

VILLAGE OF SUSSEX, WAUKESHA CO., WI

PRELIMINARY OVERALL GRADING PLAN

REVISIONS	

PEC JOB No. **3042.00**

PEC PM **ASZ**

START DATE **02-02-23**

SCALE **1" = 60'**

SHEET C-3

C-10

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Z:\PROJECTS\2022\3042.00-WI\CAD\SHEETS\3042.00 MASTER GRADING.DWG

UTILITY EASEMENT

DRAINAGE EASEMENT

UTILITY EASEMENT

DRAINAGE EASEMENT

UTILITY EASEMENT

TEMPORARY
TURN AROUND
EASEMENT

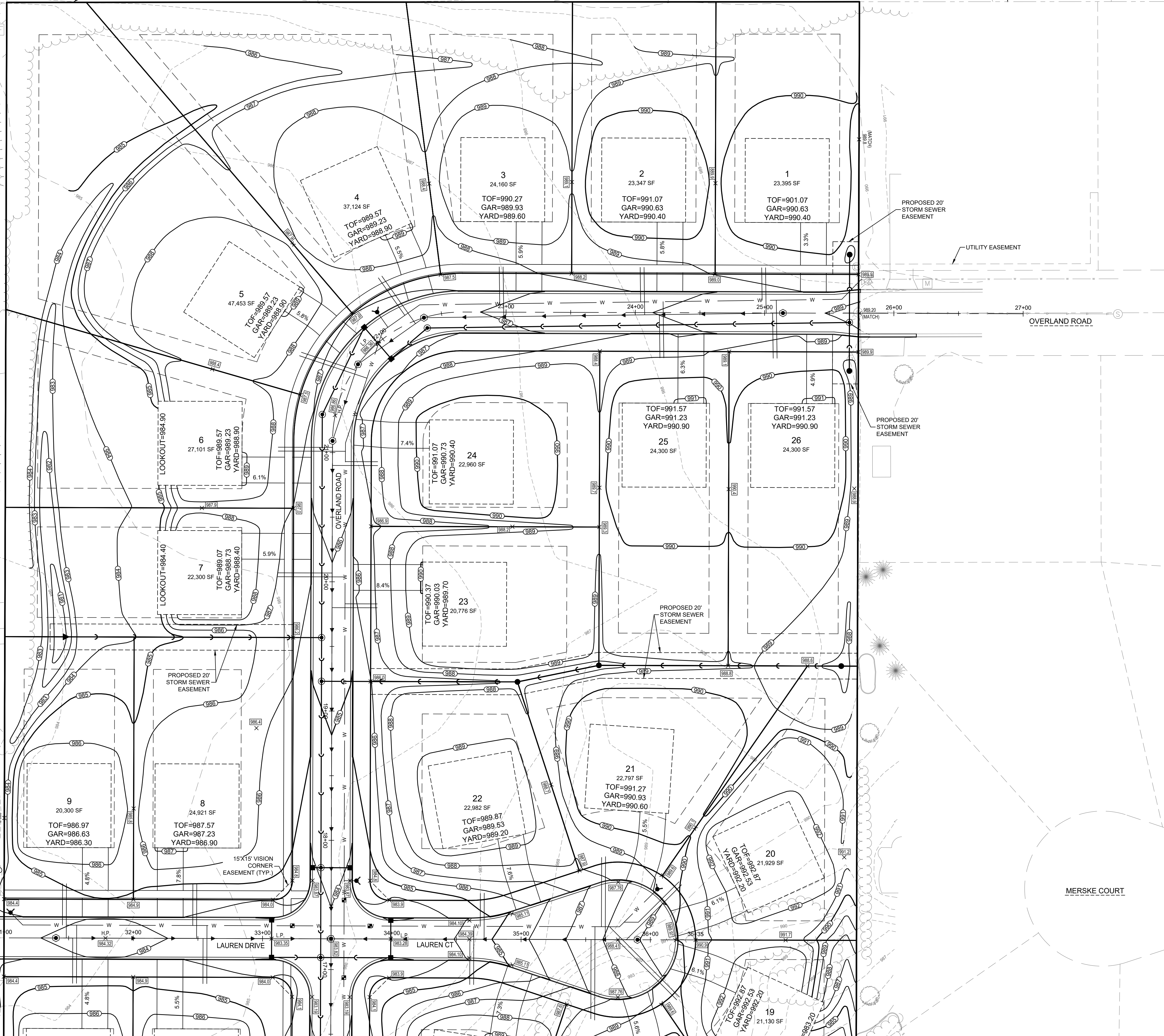
TEMPORARY
TURN AROUND
EASEMENT

100' DRAINAGE EASEMENT

30' DRAINAGE EASEMENT

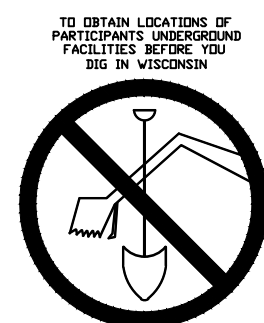


GRAPHICAL SCALE (FEET)
0 1" = 40' 80'



MERSKE COURT

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REQUIRE: 94.03(1) & 94.03(2)
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GOLDEN FIELDS OF SUSSEX

VILLAGE OF SUSSEX, WAUKESHA CO., WI

PRELIMINARY MASTER GRADING PLAN

REVISIONS

PEC JOB No. 3042.00
PEC PM ASZ
START DATE 02-02-23
SCALE 1" = 40'

SHEET
C-4
C-10

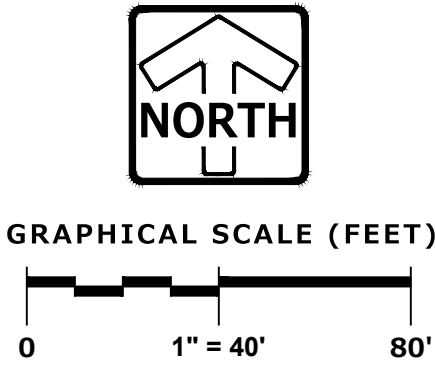
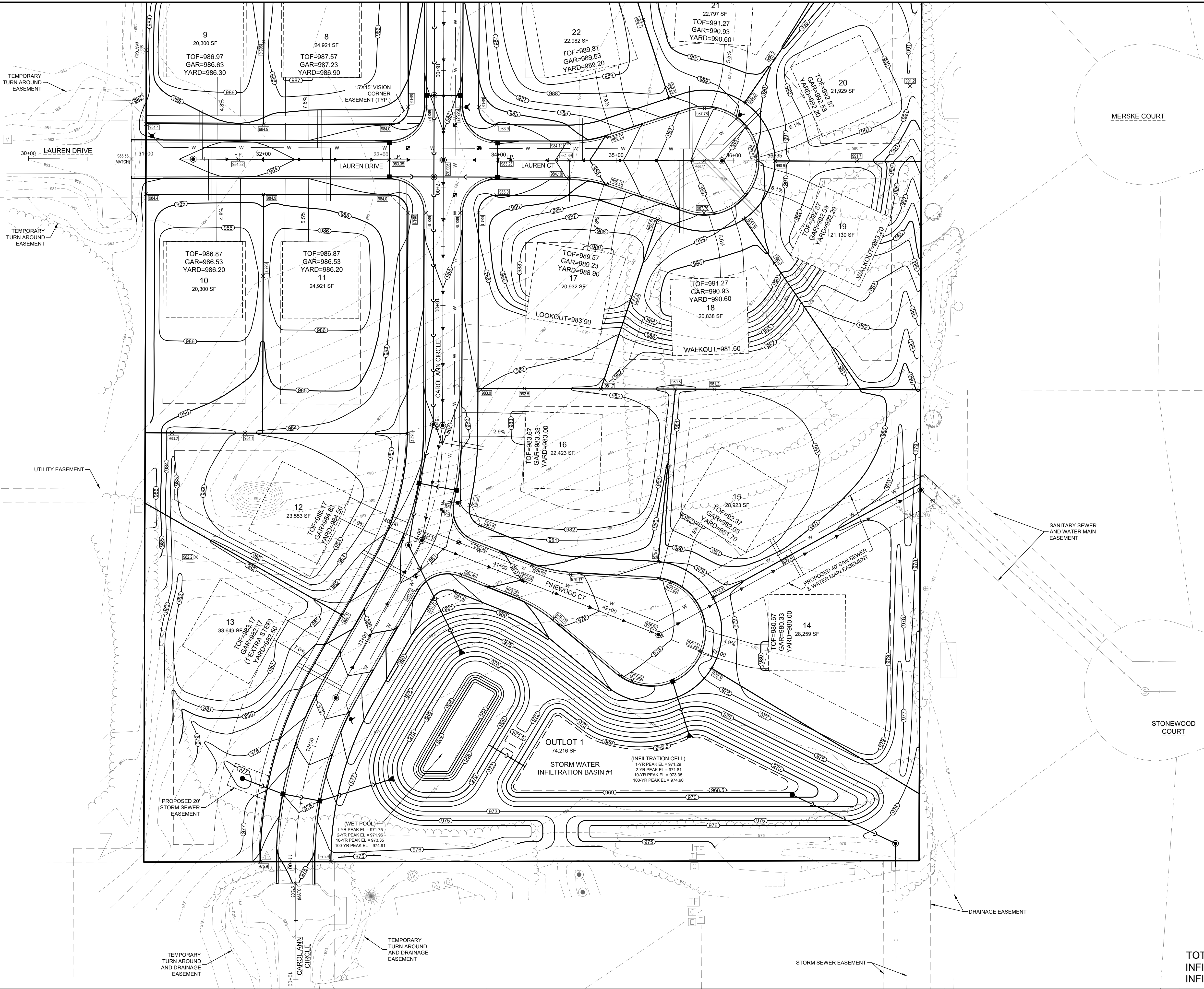
PRELIMINARY MASTER GRADING PLAN

PRELIMINARY

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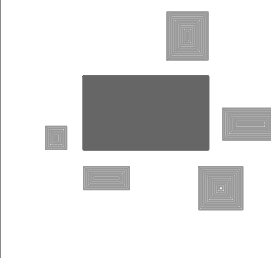
DESIGNED: BR
DRAFTED: ASZ
REVIEWED: ASZ



TOTAL SITE TSS REMOVAL = 80.47%
INFILTRATION = 97.9% OF PRE-DEVELOPMENT
INFILTRATION AREA (ASSUMED 0.5IN/HR)

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VILLAGE OF SUSSEX, WAUKESHA CO., WI

PRELIMINARY MASTER GRADING PLAN

REVISIONS	

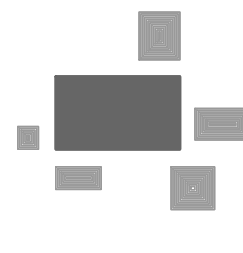
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SHEET C-5	C-10

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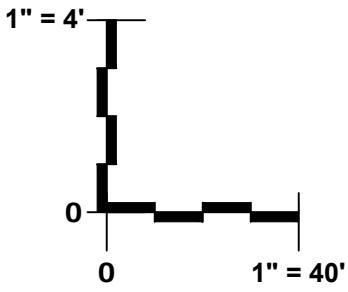
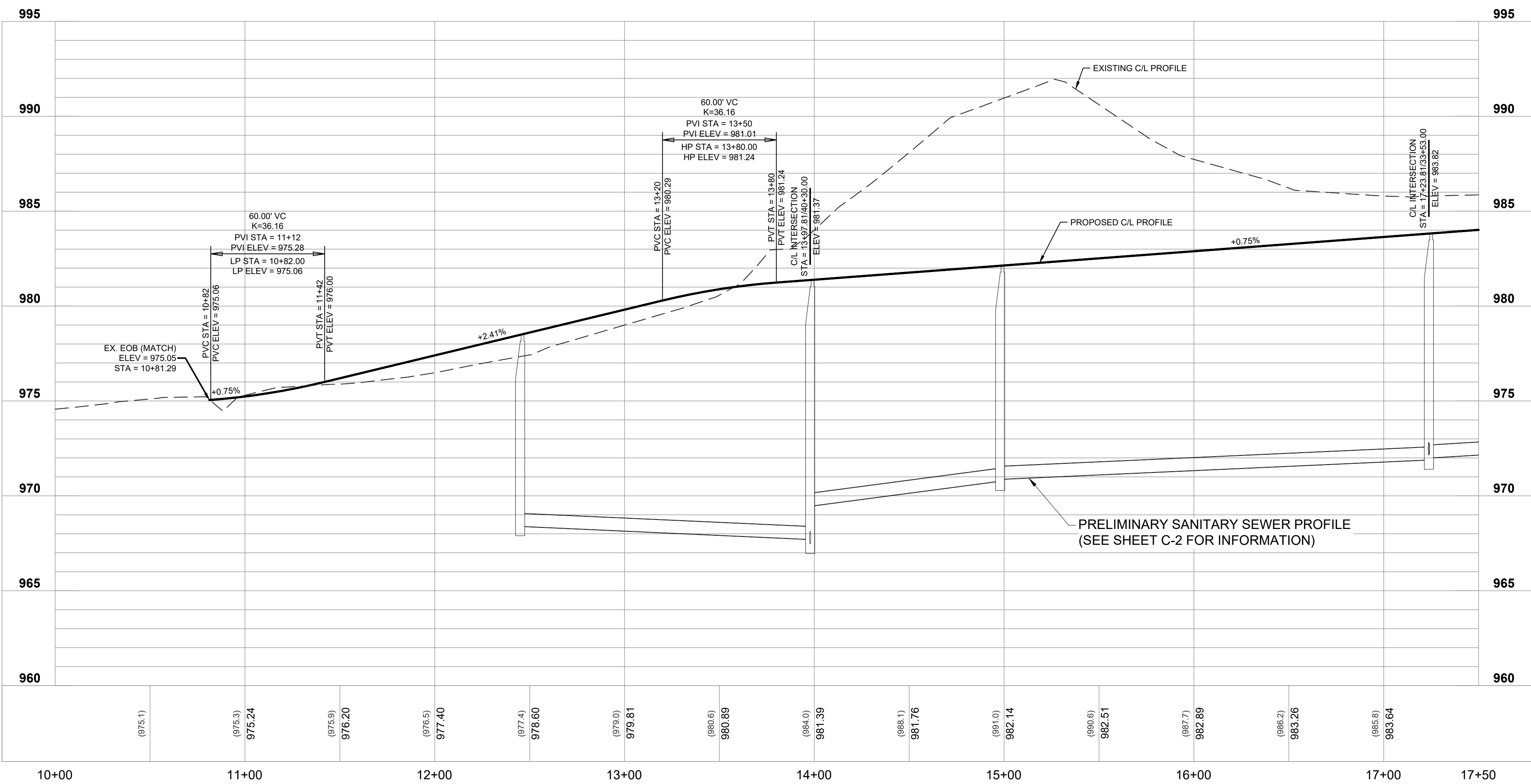
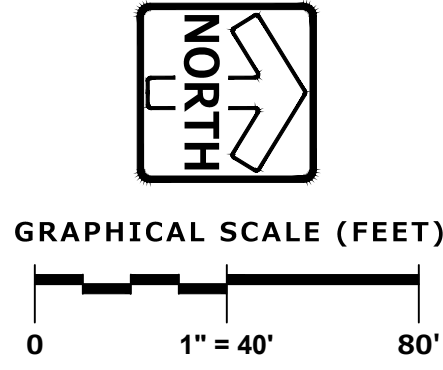
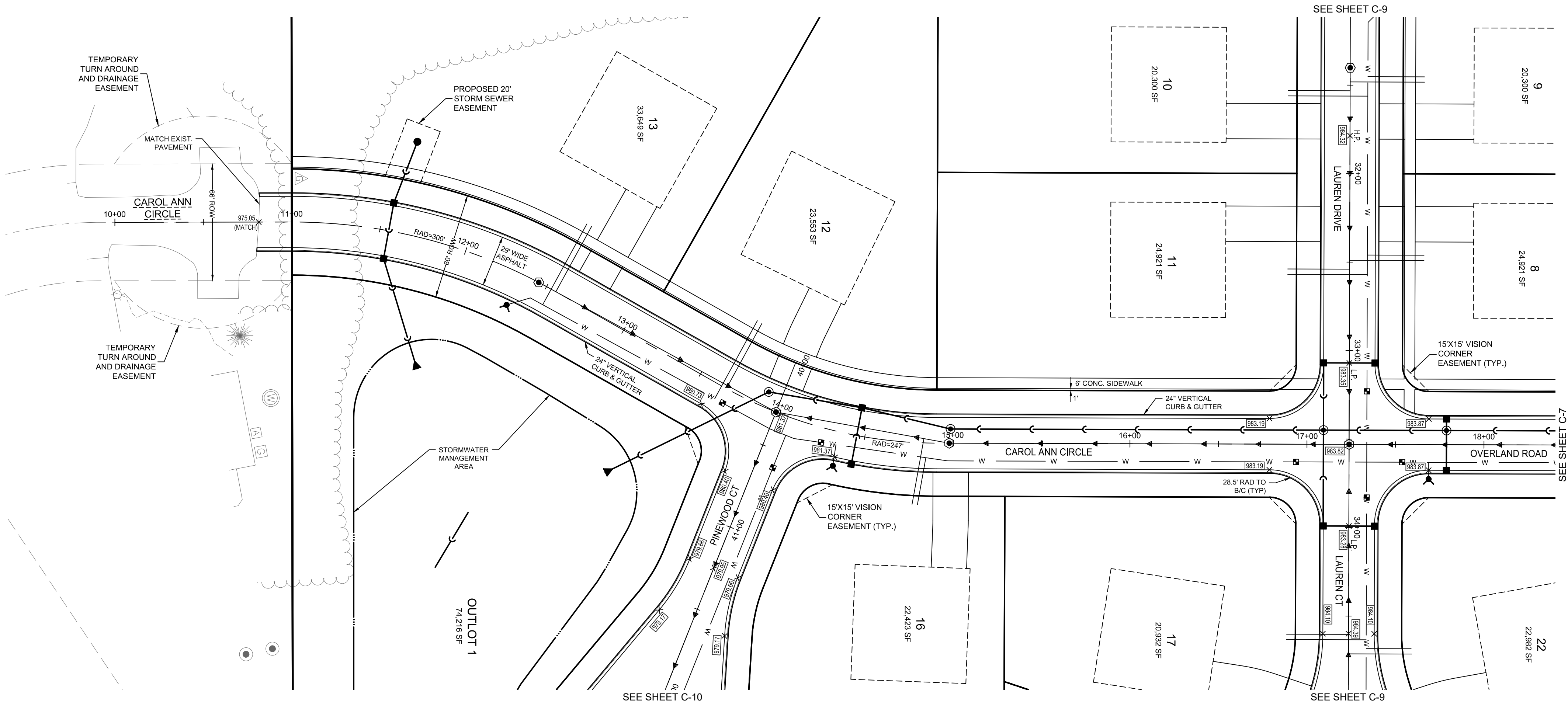
PRELIMINARY ROADWAY
PLAN & PROFILES

REVISIONS	

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REG. PM. **ASZ**
START DATE **02-02-23**
SCALE **1" = 40'**

SHEET
C-6
C-10

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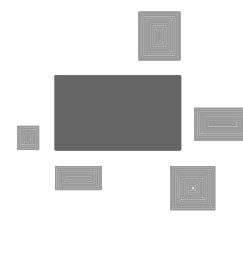


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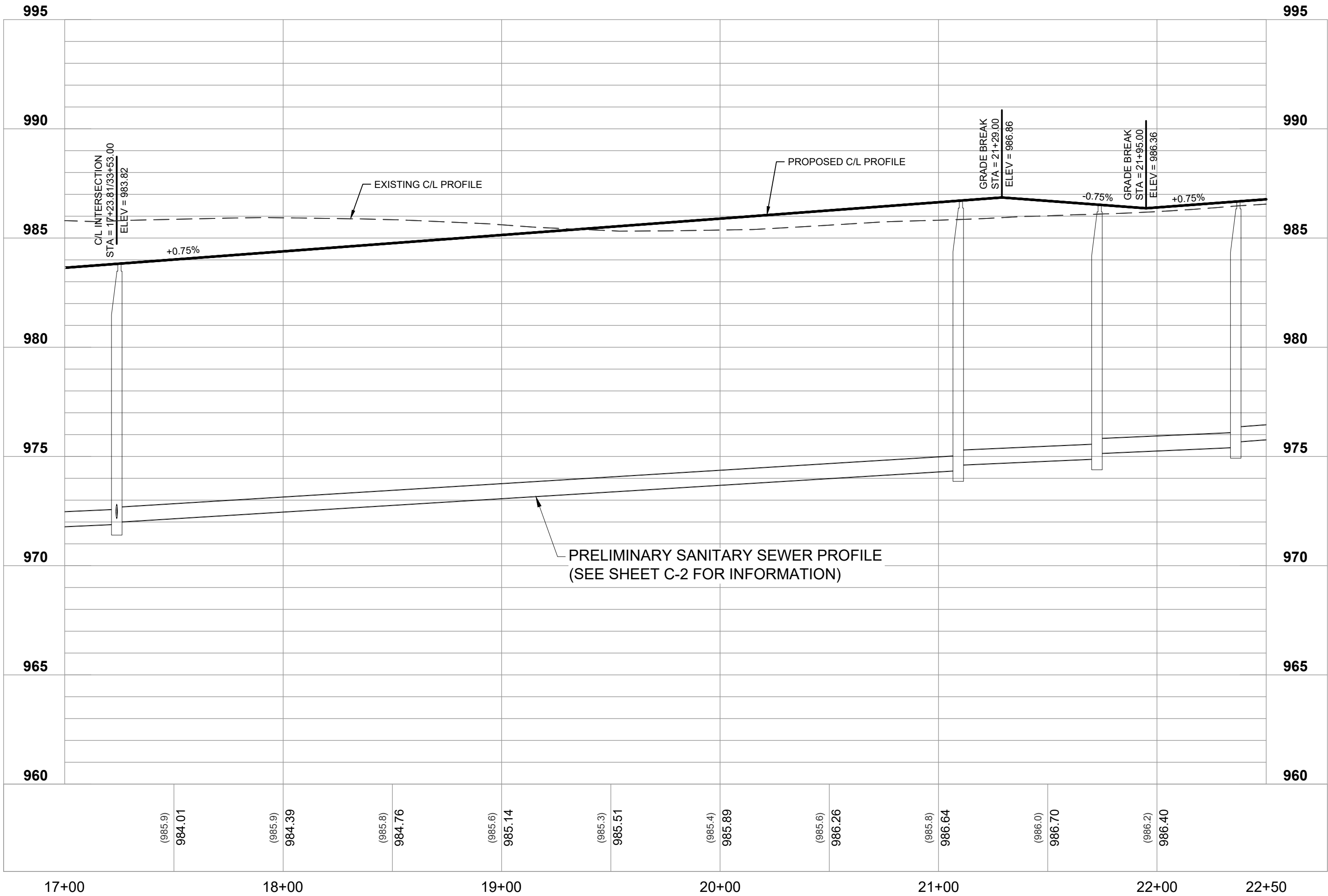
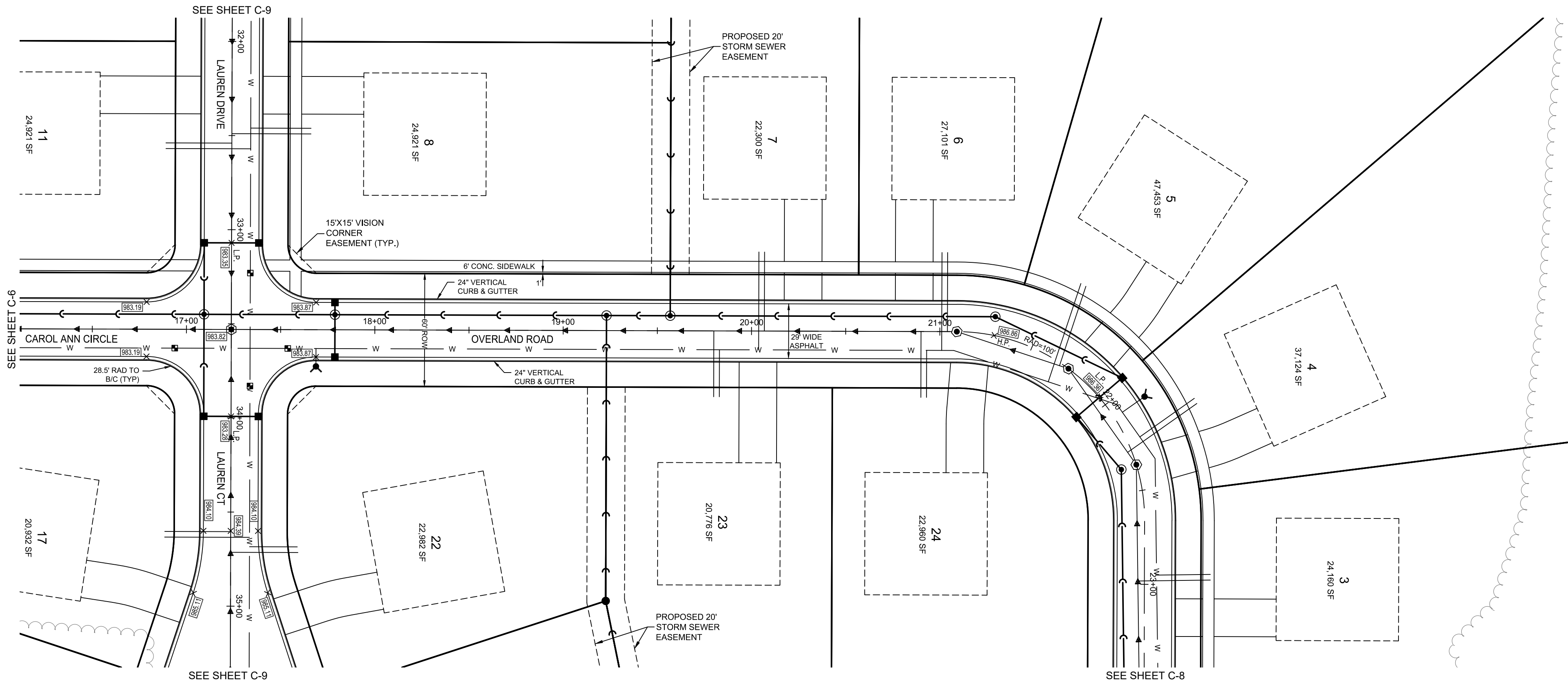
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REVISIONS			

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PEC PM **ASZ**
START DATE **02-02-23**
SCALE **1" = 40'**

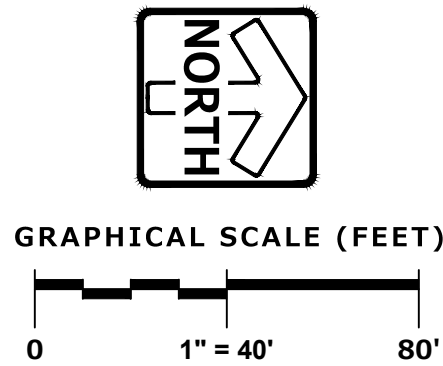
SHEET
C-7
C-10

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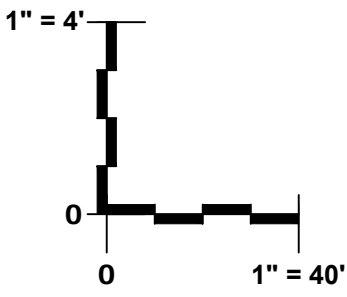
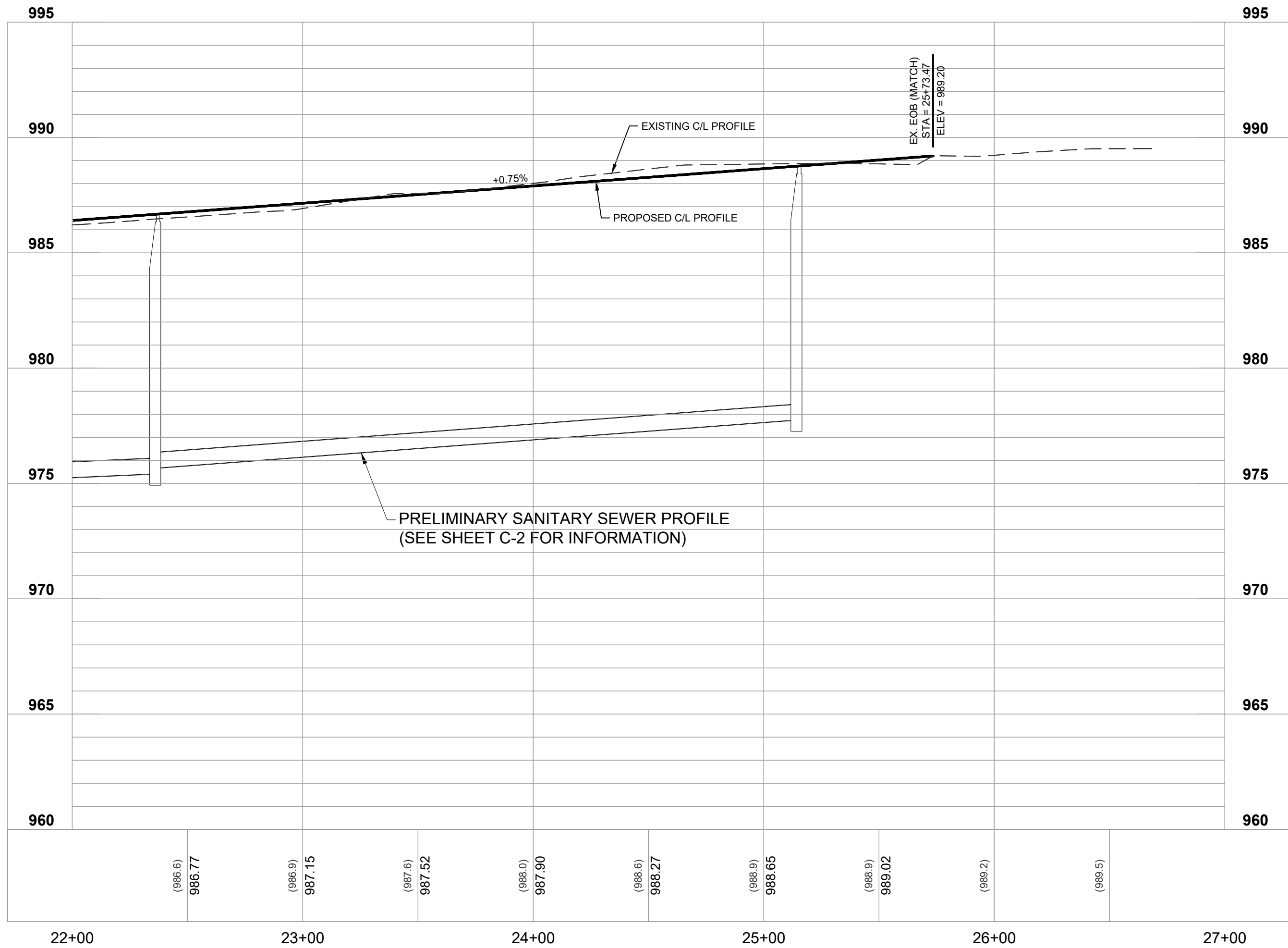
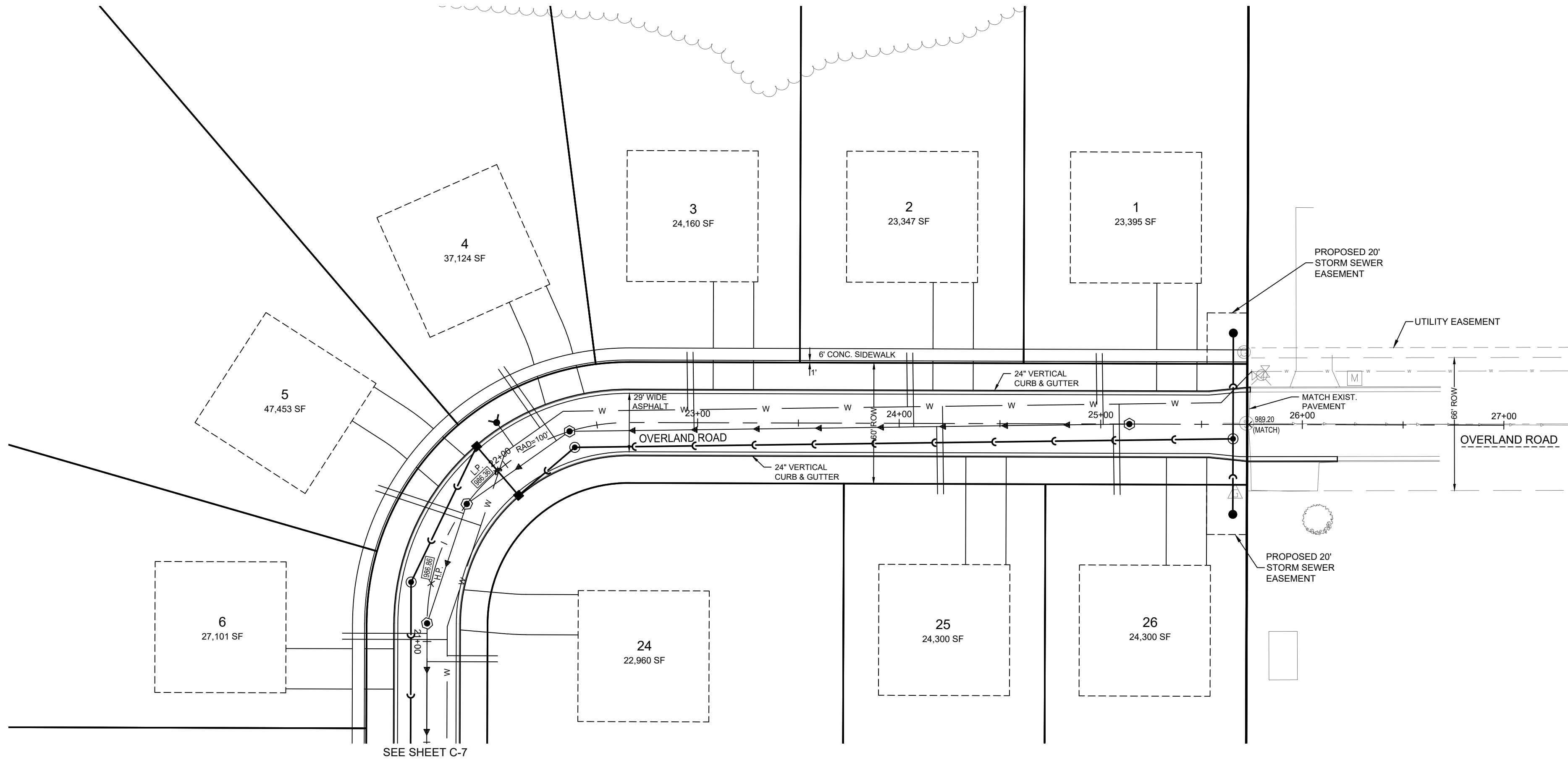
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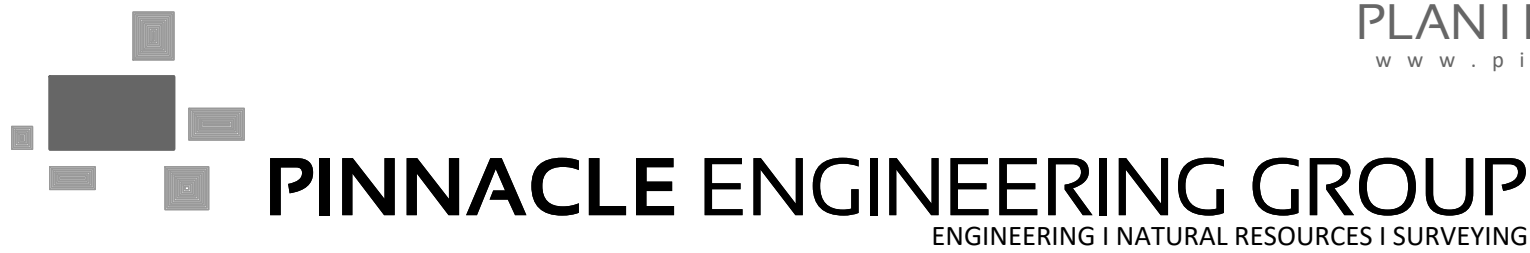
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PRELIMINARY ROADWAY

PLAN & PROFILES

REVISIONS

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START DATE 02-02-23

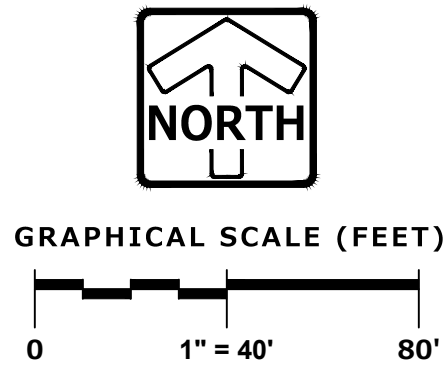
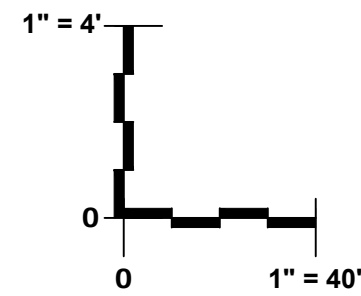
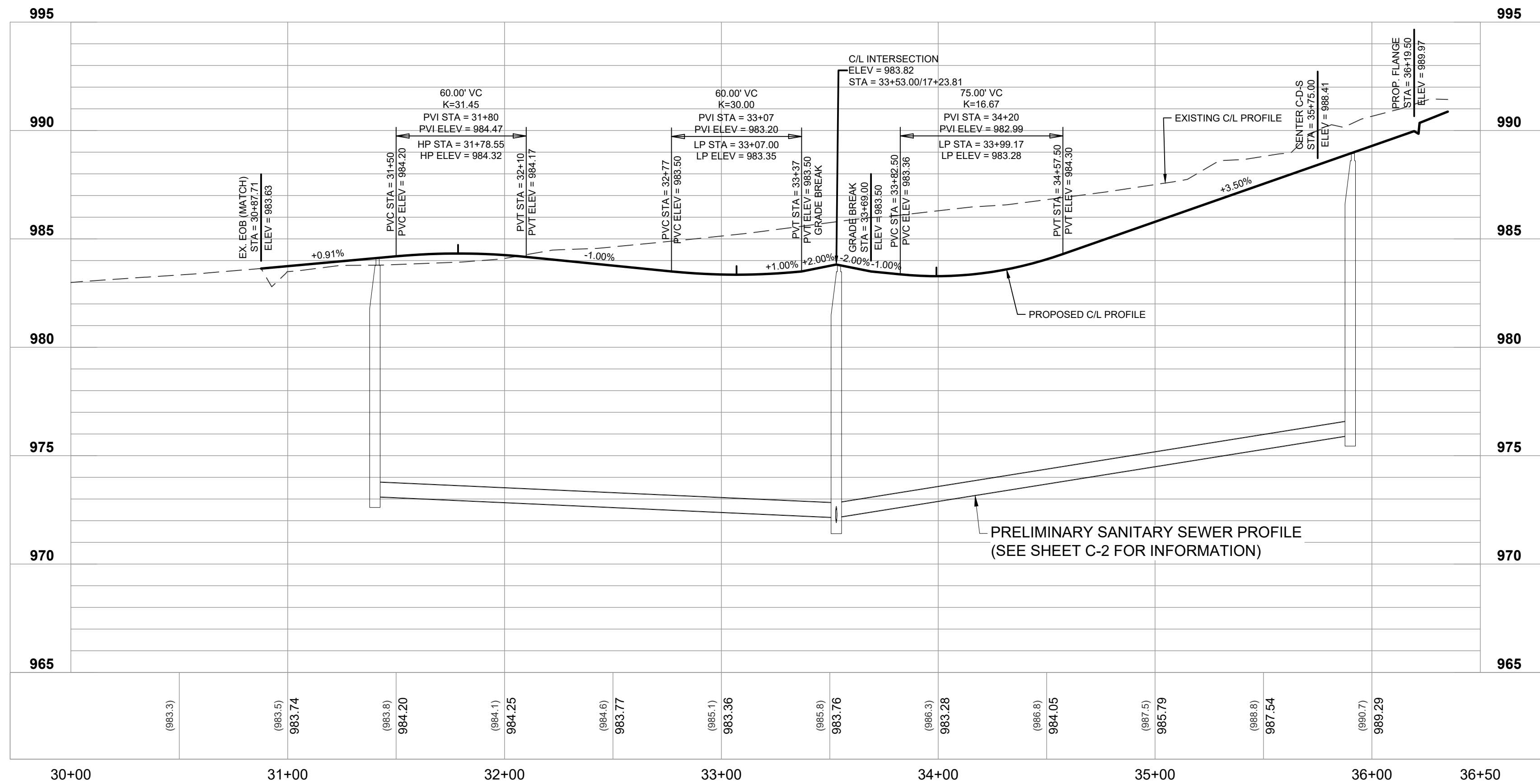
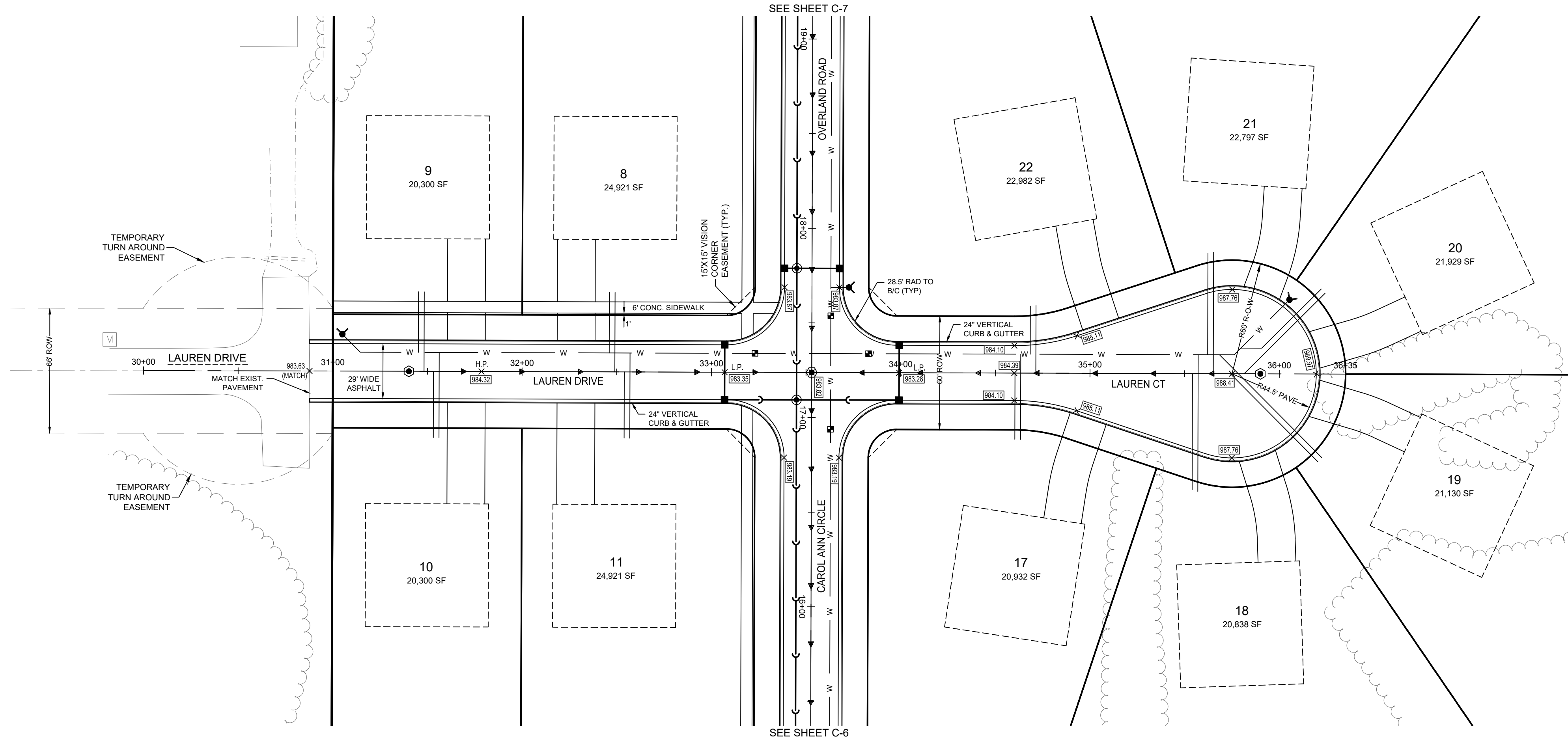
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SHEET
C-8
C-10

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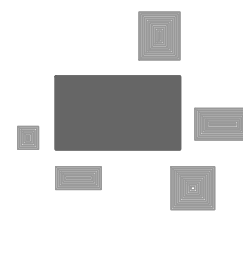
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PEC PM ASZ
START DATE 02-02-23
SCALE 1" = 40'

SHEET
C-9
C-10

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PRELIMINARY ROADWAY PLAN & PROFILES

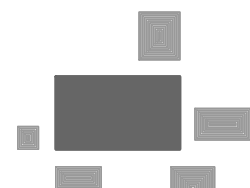
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PRELIMINARY ROADWAY PLAN & PROFILES

REVISIONS

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PEC JOB No. 3042.00

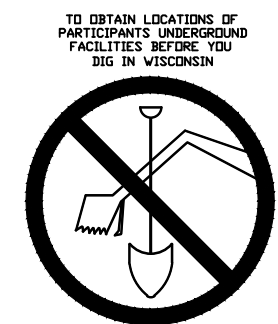
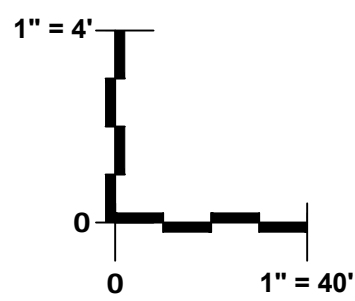
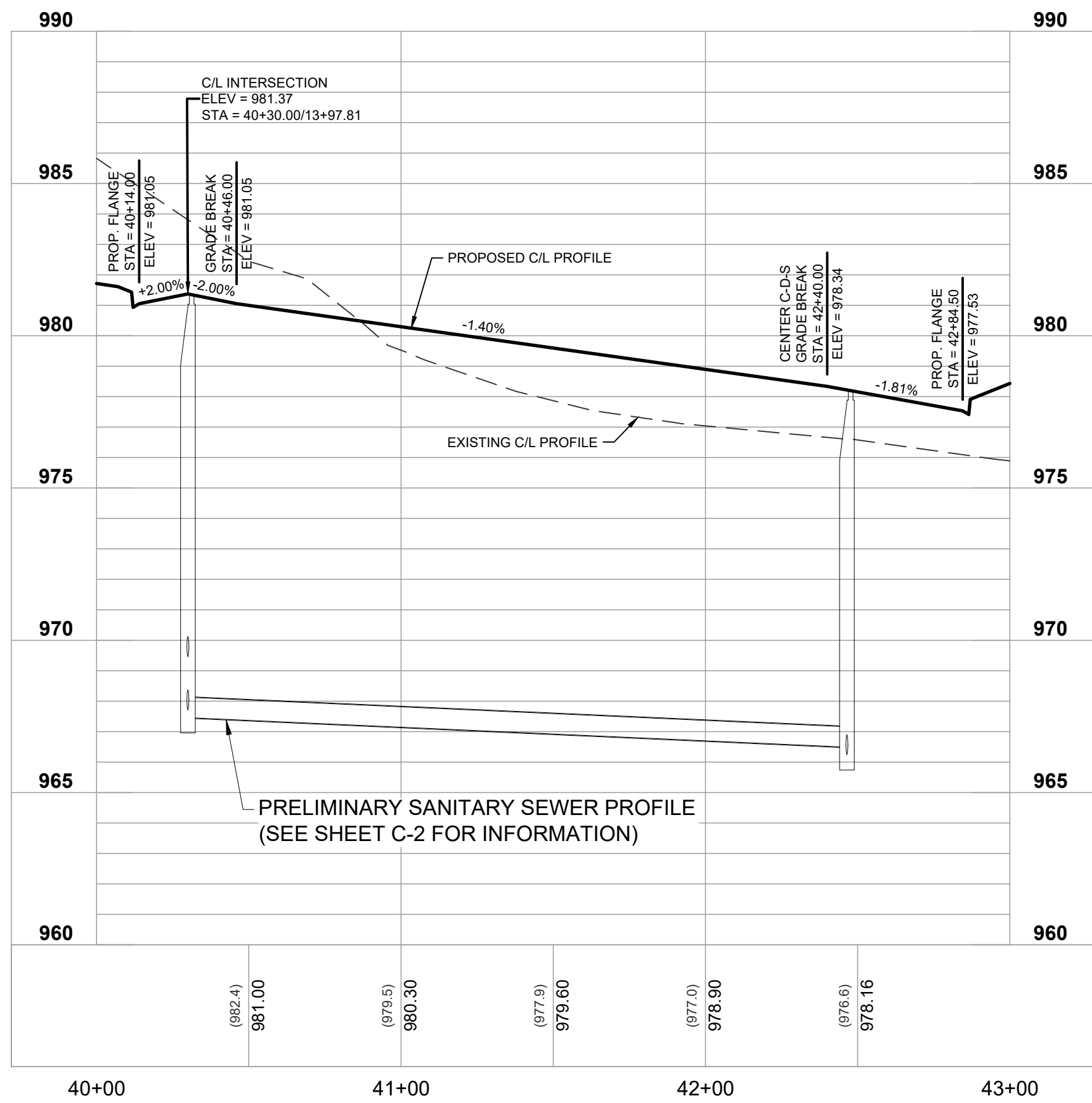
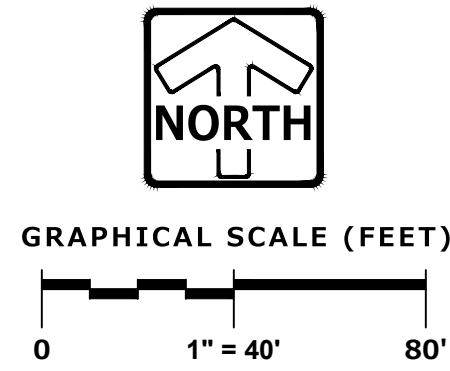
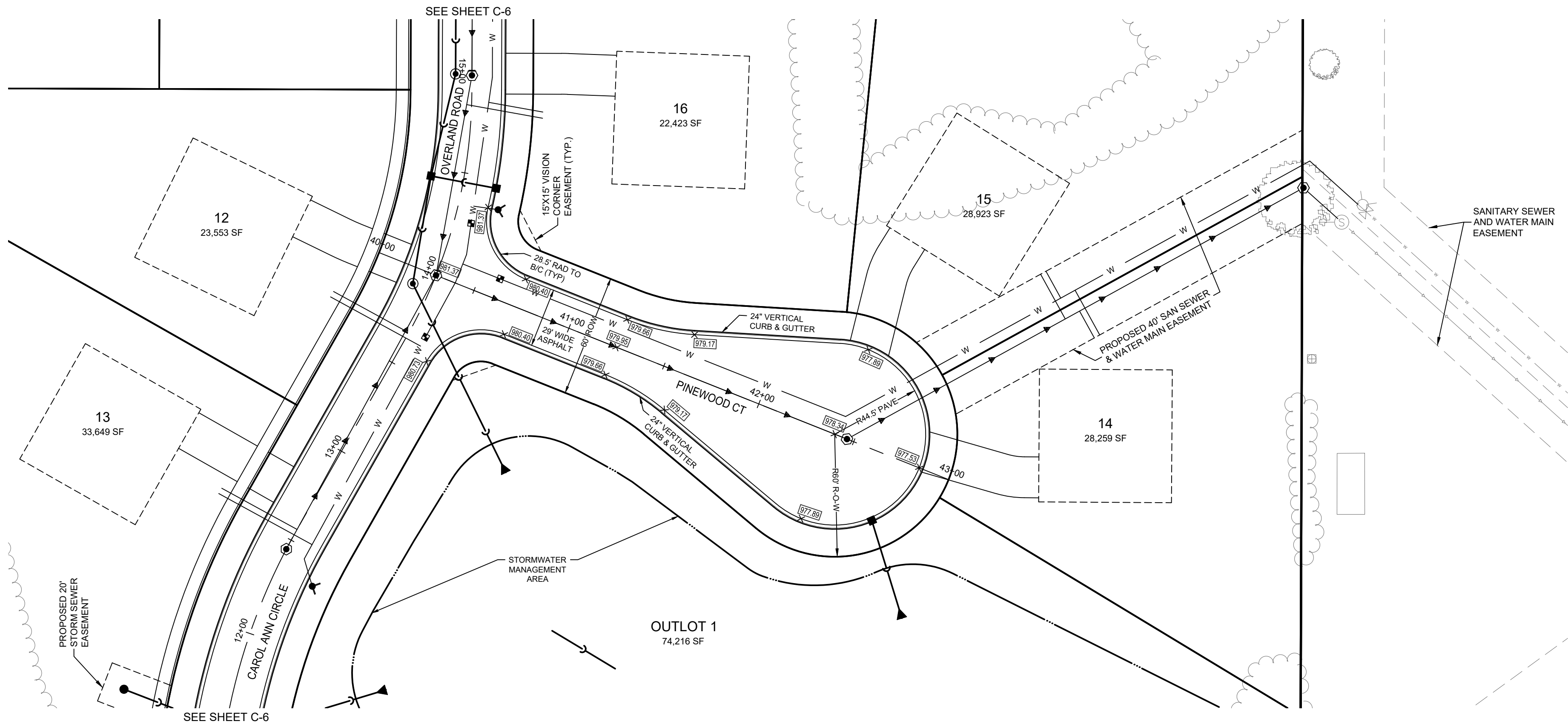
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SCALE 1" = 40'

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- LEGEND OF SYMBOLS & ABBREVIATIONS
- | | | | | |
|-----------------------|-----------------------------|--------------------|----------------------|----------------------------------|
| ○ SANITARY MANHOLE | △ FIBER OPTIC MARKER | ▽ SIGN | —○— SANITARY SEWER | CL —○— CENTERLINE |
| ○ STORM MANHOLE | △ FIBER OPTIC MANHOLE/VAULT | □ MAIL BOX | —○— STORM SEWER | CONC. —○— CONCRETE |
| □ CLEANOUT | □ TELEPHONE PEDESTAL | □ FLAG POLE | —○— WATER MAIN | EL. —○— ELEVATION |
| ○ CATCH BASIN | ○ TELEPHONE MANHOLE/VAULT | ○ BASKETBALL HOOP | —○— FIBER OPTIC LINE | EXT. —○— EXISTING |
| ○ LATERAL | ○ TELEPHONE MARKER | ○ BOLLARD | —○— TELEPHONE LINE | INV. —○— INVERT |
| ○ UNKNOWN MANHOLE | △ TRANSFORMER | × CROSS CUT | —○— ELECTRIC LINE | MON. —○— MONUMENT |
| ○ WELL | ○ ELECTRIC METER/PEDESTAL | ○ IRON PIPE | —○— OVERHEAD WIRES | P.O.B. —○— POINT OF BEGINNING |
| ○ HYDRANT | ○ ELECTRIC MANHOLE/VAULT | ○ IRON REBAR/ROD | —○— CATV | P.O.C. —○— POINT OF COMMENCEMENT |
| ○ WATER VALVE | ○ CABLE TV RISER/BOX CABLE | ○ MAG NAIL | —○— GAS MAIN | R.O.W. —○— RIGHT OF WAY |
| ○ DOWN SPOUT | ○ GAS VALVE | ■ SECTION MONUMENT | —○— TREE LINE | SEC. —○— SECTION |
| ○ SPRINKLER VALVE | ○ GAS METER | ● BENCH MARK | —○— NO ACCESS | 30. FT. —○— SQUARE FEET |
| ○ WATER SHUT OFF | △ GAS MARKER | ● CONIFER TREE | —○— SOL. MAP LINE | (W) —○— WITH |
| ○ STANDPIPE | △ AIR CONDITIONING UNIT | ○ DECIDUOUS TREE | | (R) —○— RECORDED AS |
| ○ WATER MANHOLE | ○ VENT | ○ BUSH | | (D) —○— DEEDED AS |
| ○ FLOOD LIGHT | ○ DIRECTIONAL ARROW | ○ WETLAND SYMBOL | | |
| ○ LIGHT POLE | ○ DUMPSTER | | | |
| ○ TRAFFIC SIGNAL POLE | ○ HANDICAP STALL | | | |
| ○ UTILITY POLE | ○ SPOT ELEVATION | | | |
| ○ GUY WIRE | ○ SEPTIC COVER | | | |

SOILS ON SITE:
DdA = Dodge silt loam (C)
HmB2 = Hochheim loam (D)
HmC2 = Hochheim loam (D)
HmD2 = Hochheim loam (D)
KIA = Kendall silt loam (C)
ScA = St. Charles silt loam (B)
ThA = Theresa silt loam (C)
ThB = Theresa silt loam (C)

LEGAL DESCRIPTION:

Being a part of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 15; thence North 89°57'25" East along the north line of said Southwest 1/4, 1326.04 feet to the northeast corner of Polo Fields, a recorded subdivision, and the Point of Beginning;

Thence continuing North 89°57'25" East along said north line, 659.61 feet to the northwest corner of Stonewood Estates of Sussex II, a recorded subdivision; thence South 00°10'44" West along the west line of said subdivision, 1321.21 feet; thence South 89°53'50" West along said Stonewood Estates of Sussex II and then along the north line of Western Oaks Subdivision, a recorded subdivision, 659.44 feet to the monumented southwest corner of the Northeast 1/4 of the said Southwest 1/4; thence North 00°10'17" East and then along the east line of Certified Survey Map No. 5654.4 and then along the east line of the aforesaid Polo Fields, 1321.90 feet to the Point of Beginning.

Address: N74W24659 Lauren Drive, Lisbon WI 53089
Tax Key No. SUXX 0203.993.001

SITE INFORMATION:

PROPOSED ZONING: TS1 PDO
MIN. LOT AREA = 20,000 SF
MIN. LOT WIDTH AT SETBACK = 100'
FRONT SETBACK = 40'
SIDE SETBACK = 15'
REAR SETBACK = 25'

NUMBER OF LOTS = 26
LENGTH OF ROAD = 2,258 LF
AVERAGE LOT SIZE = 28,096 SF

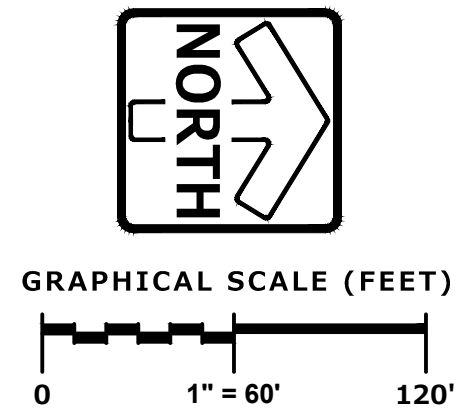
SEE LANDSCAPE PLAN FOR LANDSCAPE TREATMENT

GENERAL NOTES

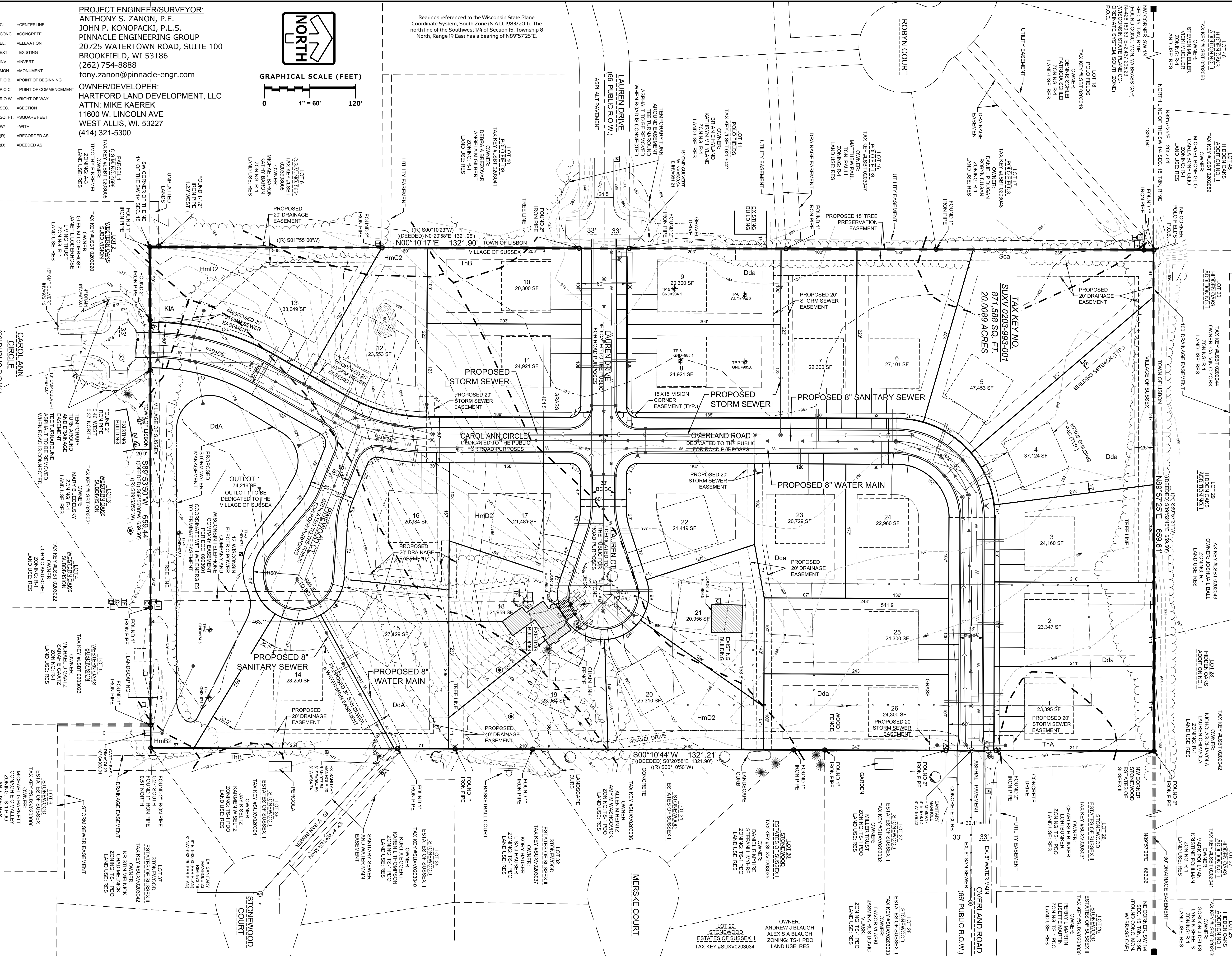
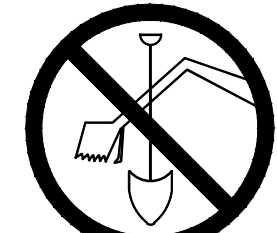
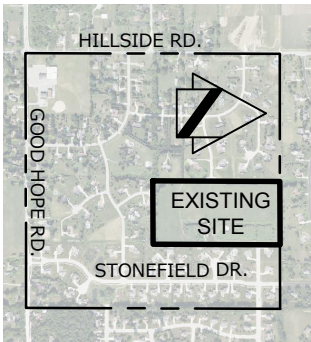
- Survey prepared for: Hartford Land Development, LLC
- Field work completed on DECEMBER 12, 2022.
- At the time of this survey the subject property contained snow covered ground conditions. Pinnacle Engineering Group, LLC takes no responsibility for any improvements that can not be located based on a reasonable visual observation.
- Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55130C008G with an effective date of NOVEMBER 5, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- Vertical Datum: North American Vertical Datum of 1988 (12), (NAVD88). Contours are shown at a 1' interval based on actual ground survey of the current ground terrain. Reference Benchmark: Concrete monument with brass cap at the southeast corner of the Southwest 1/4 Section 15, Town 8 North, Range 19 East, Elevation = 972.98.
- Underground utility locations shown are based on field location markings by Digger's Hotline ticket. The location and size of underground structures and utilities shown hereon have been located based on a reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC does not guarantee the location of utilities shown. Contact Digger's Hotline prior to the start of any activity.
- Outlot statement: each individual lot owner shall have an undividable fractional ownership in Outlot 1. Waukesha County and the Village of Sussex shall not be liable for any fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision be reason of tax delinquency.
- The height of all plantings, berms, fences, signs or other structures within the vision corner easement is limited to 24 inches above the elevation of the center of the intersection.
- Wetland & Waterway Consulting, LLC inspected the subject property in November 2022 and determined there are no wetlands on the property.
- Per the Waukesha County GIS there are no PEC/SEC/INRA on the subject property.

PROJECT ENGINEER/SURVEYOR:
ANTHONY S. ZANON, P.E.
JOHN P. KONOPACKI, P.L.S.
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888
tony.zanon@pinnacle-engr.com

OWNER/DEVELOPER:
HARTFORD LAND DEVELOPMENT, LLC
ATTN: MIKE KAEREK
11600 W. LINCOLN AVE
WEST ALLIS, WI 53227
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Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD 1983/2011). The north line of the Southwest 1/4 of Section 15, Township 8 North, Range 19 East has a bearing of N89°57'25"E.



PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

WISCONSIN OFFICE:
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BROOKFIELD, WI 53186
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CHICAGO | MILWAUKEE | NATIONWIDE

GOLDEN FIELDS OF SUSSEX

PART OF THE NE 1/4 OF THE SW 1/4 OF SEC. 15. T8N, R19E
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

GENERAL DEVELOPMENT PLAN

REVISIONS

1. VILLAGE COMMENTS 03-06-23

SHEET
C-1
C-1

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC.

DESIGNED: ASZ
DRAFTED: BR

- LEGEND OF SYMBOLS & ABBREVIATIONS**
- | | | | | |
|-----------------------|-----------------------------|--------------------|----------------------|----------------------------------|
| ○ SANITARY MANHOLE | △ FIBER OPTIC MARKER | ▽ SIGN | —○— SANITARY SEWER | CL —○— CENTERLINE |
| ○ STORM MANHOLE | △ FIBER OPTIC MANHOLE/VAULT | □ MAIL BOX | —○— STORM SEWER | CONC. —○— CONCRETE |
| □ STORM INLET | □ TELEPHONE PEDESTAL | □ FLAG POLE | —○— WATER MAIN | EL. —○— ELEVATION |
| ○ CLEANOUT | ○ TELEPHONE MANHOLE/VAULT | ○ BASKETBALL HOOP | —○— FIBER OPTIC LINE | EXT. —○— EXISTING |
| ○ CATCH BASIN | ○ TELEPHONE MARKER | ○ BOLLARD | —○— TELEPHONE LINE | INV. —○— INVERT |
| □ LATERAL | □ TRANSFORMER | × CROSS CUT | —○— ELECTRIC LINE | MON. —○— MONUMENT |
| ○ UNKNOWN MANHOLE | ○ ELECTRIC METER/PEDESTAL | ○ IRON PIPE | —○— OVERHEAD WIRES | P.O.B. —○— POINT OF BEGINNING |
| ○ WELL | ○ ELECTRIC MANHOLE/VAULT | ○ IRON REBAR/ROD | —○— CATV | P.O.C. —○— POINT OF COMMENCEMENT |
| ○ HYDRANT | ○ CABLE TV RISER/BOX CABLE | ○ MAG NAIL | —○— GAS MAIN | R.O.W. —○— RIGHT OF WAY |
| ○ WATER VALVE | ○ TV MANHOLE/VAULT | ■ SECTION MONUMENT | —○— WETLANDS | SEC. —○— SECTION |
| ○ DOWN SPOUT | ○ GAS VALVE | ○ BENCH MARK | —○— TREE LINE | SQ. FT. —○— SQUARE FEET |
| ○ SPRINKLER VALVE | ○ GAS METER | ○ CONIFER TREE | —○— NO ACCESS | W. —○— WITH |
| ○ WATER SHUT OFF | ○ GAS MARKER | ○ DECIDUOUS TREE | —○— SOL. MAP LINE | (R) —○— RECORDED AS |
| ○ STANDPIPE | ○ AIR CONDITIONING UNIT | ○ BUSH | | (D) —○— DEEDED AS |
| ○ WATER MANHOLE | ○ VENT | ○ DITCH | | |
| ○ FLOOD LIGHT | ○ DIRECTIONAL ARROW | ○ WETLAND SYMBOL | | |
| ○ LIGHT POLE | ○ DUMPSTER | | | |
| ○ TRAFFIC SIGNAL POLE | ○ HANDICAP STALL | | | |
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| ○ GUY WIRE | ○ SEPTIC COVER | | | |

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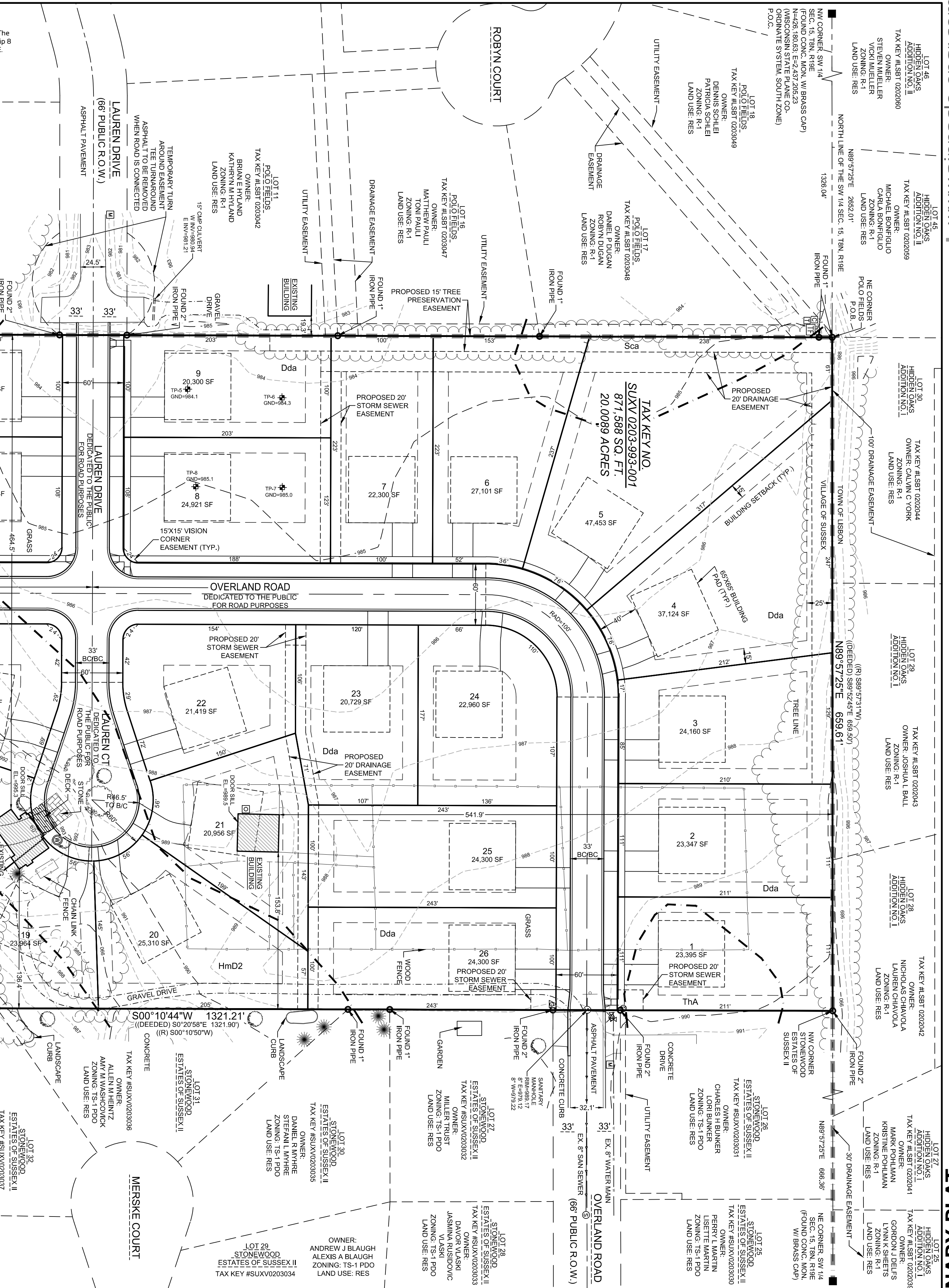
PROJECT ENGINEER/SURVEYOR:
ANTHONY S. ZANON, P.E.
JOHN P. KONOPACKI, P.L.S.
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888
tony.zanon@pinnacle-engr.com

OWNER/DEVELOPER:
HARTFORD LAND DEVELOPMENT, LLC
ATTN: MIKE KAEREK
11600 W. LINCOLN AVE
WEST ALLIS, WI 53227
(414) 321-5300

GRAPHICAL SCALE (FEET)

0 1" = 60' 120'

Bearings referenced to the Wisconsin State Plane
Coordinate System, South Zone (NAD 1983/2011).
The north line of the Southwest 1/4 of Section 15, Township 8
North, Range 19 East has a bearing of N89°57'25"E.



SOILS ON SITE:
DdA = Dodge silt loam (C)
HmB2 = Hochheim loam (D)
HmC2 = Hochheim loam (D)
HmD2 = Hochheim loam (D)
KIA = Kendall silt loam (C)
ScA = St. Charles silt loam (B)
ThA = Theresa silt loam (C)
ThB = Theresa silt loam (C)

VICINITY MAP
SW 1/4 SEC. 15, T8N, R19E
1" = 2000'

LEGAL DESCRIPTION:

Being a part of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 15; thence North 89°57'25" East along the north line of said Southwest 1/4, 1326.04 feet to the northeast corner of Polo Fields, a recorded subdivision, and the Point of Beginning;

Thence continuing North 89°57'25" East along said north line, 659.61 feet to the northwest corner of Stonewood Estates of Sussex II, a recorded subdivision; thence South 00°10'44" West along the west line of said subdivision, 1321.21 feet; thence South 89°53'50" West along said Stonewood Estates of Sussex II and then along the north line of Western Oaks Subdivision, a recorded subdivision, 659.44 feet to the monumented southwest corner of the Northeast 1/4 of the said Southwest 1/4; thence North 00°10'17" East and then along the east line of Certified Survey Map No. 5654 and then along the east line of the aforesaid Polo Fields, 1321.90 feet to the Point of Beginning. Containing 871,588 square feet (20.0089 acres) of land.

Address: N74W24659 Lauren Drive, Lisbon WI 53089
Tax Key No. SUXY 0203.993.001

SITE INFORMATION:

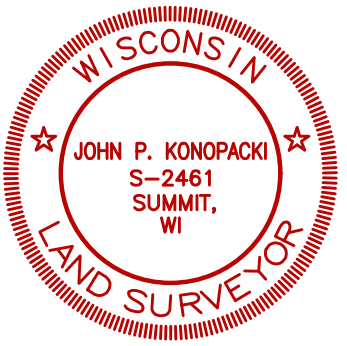
PROPOSED ZONING: TS1 PDO
MIN. LOT AREA = 20,000 SF
MIN. LOT WIDTH AT SETBACK = 100'
FRONT SETBACK = 40'
SIDE SETBACK = 15'
REAR SETBACK = 25'

NUMBER OF LOTS = 26
LENGTH OF ROAD = 2,258 LF
AVERAGE LOT SIZE = 28,096 SF

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer and/or Surveyor does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc., Etc.
MILLW. AREA 259-1181

I, John P. Konopacki, Professional Land Surveyor, hereby certify that this plat is correct to the best of my knowledge and belief with the information provided and complies with requirements of Chapter A-E 7 s.35.93 of the Wisconsin State Statutes. I also certify that this plat is a correct representation of all existing land divisions and features on subject property and I have fully complied with the provisions of the Village of Sussex Land Division and Development Ordinance, Chapter 18, and Chapter 236 of the Wisconsin State Statutes.

SIGNED: **JOHN P. KONOPACKI**
PROFESSIONAL LAND SURVEYOR S-2461



GENERAL NOTES

- Survey prepared for: Hartford Land Development, LLC
- Field work completed on DECEMBER 12, 2022.
- At the time of this survey the subject property contained snow covered ground conditions. Pinnacle Engineering Group, LLC takes no responsibility for any improvements that can not be located based on a reasonable visual observation.
- Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55133C0086G with an effective date of NOVEMBER 5, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- Vertical Datum: North American Vertical Datum of 1988 (12), (NAVD88). Contours are shown at a 1' interval based on actual ground survey of the current ground terrain. **Reference Benchmark:** Concrete monument with brass cap at the southeast corner of the Southwest 1/4 Section 15, Town 8 North, Range 19 East, Elevation = 972.98.
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- Outlot 1 to be dedicated to the Village of Sussex.
- The height of all plantings, berms, fences, signs or other structures within the vision corner easement is limited to 24 inches above the elevation of the center of the intersection.
- Wetland & Waterway Consulting, LLC inspected the subject property in November 2022 and determined there are no wetlands on the property.
- Per the Waukesha County GIS there are no PEC/SEC/INRA on the subject property.

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PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

GOLDEN FIELDS OF SUSSEX
PART OF THE NE 1/4 OF THE SW 1/4 OF SEC. 15. T8N, R19E
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

PRELIMINARY PLAT

REVISIONS		SHEET	
1	VILLAGE COMMENTS	03-06-23	C-1
2			C-1
3			
4			
5			
6			
7			
8			
9			
10			

ORDINANCE NO. 889

AN ORDINANCE TO REPEAL AND RECREATE SUB SECTION
17.0807(C)(1) REGARDING ELECTRONIC MESSAGE SIGNS
IN THE B-1 NEIGHBORHOOD BUSINESS ZONING DISTRICT
AND TO REPEAL AND RECREATE SUB SECTION 17.0704(A)
REGARDING EMERGENCY GENERATORS
OF THE VILLAGE OF SUSSEX MUNICIPAL CODE.

WHEREAS, the Village of Sussex Plan Commission has initiated a zoning code amendment to the Village of Sussex to repeal and recreate Chapter 17 Zoning Code Section 17.0807(C)(1) regarding electronic message signs in the B-1 Neighborhood Business Zoning District; and

WHEREAS, upon receipt of the Village Plan Commission's recommendation, the Village Board held a public hearing on _____, 2023, as required by Section 17.1305 of the Village of Sussex Zoning Ordinance, after providing due notice as required by Section 17.1400 of the Village of Sussex Zoning Ordinance; and

WHEREAS, following the public hearing, and upon due consideration of the recommendation from the Plan Commission, the Village Board finds that the public necessity, convenience, welfare and good zoning practice requires that the amendment to the zoning ordinance be granted as recommended by the Plan Commission;

WHEREAS, the Village Board Members are committed to aligning the Village of Sussex Zoning Code with opportunities to support growth that meet current needs without jeopardizing public safety or welfare.

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

SECTION 1. Sub Section 17.0807(C)(1) regarding electronic message signs is hereby repealed and recreated to read as follows with the text addition in blue and underlined:

1. These signs are permitted for buildings in the B-1, B-2, B-3, B-4 BP-1, OP-1, OP-2, I-1 and M-1 Districts. The Plan Commission must find the following for a permit to be issued:

SECTION 2. Sub Section 17.0704(A) regarding Accessory Use and Structures Regulations is hereby repealed and recreated to add 17.0704(A)(18) and is to read as follows with the text addition in blue and underlined:

18. Emergency Generators

- a) Emergency generators shall be permitted in the rear yard only and shall be located as close to the principal structure as allowed by the manufacturer. Emergency generators shall meet the principal structure setbacks for the Zoning District in which the emergency generator is located.
- b) As an exception to Section 17.0704(A)(18)(a), the Plan Commission may, at its discretion, permit an emergency generator in the side yard and may permit the emergency generator to encroach into the applicable setback up to 5 feet. The Plan

- Commission may require additional screening to reduce the impacts of the emergency generator on adjacent properties.
- c) Emergency generators located outdoors shall be within a manufacturer-provided enclosure to screen the generator equipment and reduce the noise emitted by the generator.
 - d) Testing of the emergency generators during non-emergency situations shall following the requirements of the Noise Ordinance found in Section 9.07(9).
 - e) Emergency generators located in the RM-1, B-1, B-2, B-3, B-4, BP-1, OP-1, M-1, Q-1, I-1, P-1, and P-2 Zoning Districts shall require Site Plan Review by the Plan Commission and Architectural Review Board prior to the issuance of a building permit. If the property on which the emergency generator will be installed is adjacent to a residentially zoned property, a noise study will need to be provided to the Plan Commission that demonstrates the noise levels of the emergency generator at the property line meet the requirements as described in Section 9.07(9) of the Municipal Code.
 - f) Temporary Emergency Generators that are portable and are not hardwired into the principal structure shall be permitted on limited basis during an emergency and shall be ran for no more than 24 consecutive hours.

SECTION 3. 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 the ordinance which shall remain in full force and effect. Any other ordinances are hereby repealed as to those terms that conflict.

SECTION 3. EFFECTIVE DATE

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

Dated this _____ day of _____, 2023.

VILLAGE OF SUSSEX

Anthony LeDonne, Village President

ATTEST:

Jennifer Moore, Village Clerk-Treasurer

Published and/or posted this _____ day of _____, 2023.



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

MEMORANDUM

To: Village Board
From: Jon Baumann, Public Works Foreman
Date: 3/23/23
Re: Well #4 Rehabilitation

The column pipe and pump at Well #4 has been pulled and inspected by CTW Corporation with the following findings.

- Pump wear rings and bushings need replacement and the remaining pump components are in good condition.
- 320 feet of Schedule 80 pipe that was located below the static water level is in poor condition (holes in the threads and couplers) and unable to be reused.
- All stainless-steel shafts are in good condition and can be reused.
- After televising the Well, it was determined that air impulse blasting was not the best treatment practice. It was discovered that there was a large buildup of biofilm. Due to the finding we went forward with chemical treatment to destroy the biofilm.

After the unexpected findings of the Schedule 80 pipe conditions (7-year-old pipe) and the biofilm present there was discussion on the best options to proceed. Replacement of the Schedule 80 pipe in kind is still the most cost effective and available in 4-6 weeks. Another option would be stainless steel pipe, but it is not cost effective, and the lead times are extensive. CTW has recommended a food grade Teflon thread sealant that largely reduces the biofilm degrading the threads and couplers. CTW has also recommended wrapping the exterior of the pipe joints with high-quality PVC tape.

CTW has worked with a water quality professional to find ways to combat biofilm in other municipal wells. Germantown and Fitchburg have both used the recommended method. Fitchburg has seen positive results with using the Teflon thread sealant and PVC wrap the last time they pulled their pump. Germantown recently installed their pump so they will not know the effectiveness of the recommended method until the pump is serviced again.

The costs of the Teflon thread sealant, PVC wrap, additional labor and the 320 feet of Schedule 80 pipe have put us over the previously approved \$64,805. Staff requests an additional \$35,191 for the total project cost of \$99,996. All of these funds come from maintenance funds of the Water Utility.

Pipe in Good Condition:	Pipe in Good Condition:
	
Pipe in Poor Condition:	Pipe in Poor Condition:
	



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

MEMORANDUM

To: Village Board

From: Jeremy Smith, Village Administrator

Re: Land Acquisition with Vista Run

Date: 3/24/2023

Per the approved Developer's Agreement for Vista Run, the Village is acquiring for \$100 and other good and reasonable considerations the 12 acre park that will serve the neighborhood. This agenda item gives permission to the Village Administrator and staff as delegated to complete the transaction. Park Impact Fees from this subdivision will be used to build the park.

The Developer's Agreement also calls for the sale of excess Village lands behind the Lisbon Central cemetery to the Developer for \$20,650 (.59 acres approximately). This agenda item gives permission to the Village Administrator and staff as delegated to complete the transaction.



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DEVELOPER'S AGREEMENT FOR
GOLDEN FIELDS OF SUSSEX
Single Family Development

VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, 2023, between Hartford Land Development LLC, a Wisconsin-based limited liability corporation, with offices at 11600 W Lincoln Ave, West Allis, WI 53227, hereinafter called "DEVELOPER", and the VILLAGE of Sussex in the County of Waukesha and the State of Wisconsin, hereinafter called the "VILLAGE".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of land in the VILLAGE, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop the SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality within which the SUBJECT LANDS lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within a reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned TS-1 Traditional Suburban Single Family, with the Planned Development Overlay District, under rezoning ordinance **No. 888** shown as **EXHIBIT B** which allows the above-described development; and

WHEREAS, the DEVELOPER may be required to grant additional easements over a part of the SUBJECT LANDS for sanitary sewer, storm sewer, water, paths, and sidewalks; and

WHEREAS, the DEVELOPER and VILLAGE desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the VILLAGE, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as required by the VILLAGE Engineer, without cost to the VILLAGE; and

WHEREAS, this agreement is necessary to implement the VILLAGE zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the VILLAGE Plan Commission and VILLAGE Board, conditions of certain agencies and individuals in the County, all VILLAGE ordinances and all laws and regulations governing said development; and

WHEREAS, the Plan Commission of the VILLAGE of Sussex has given conditional Preliminary Plat approval to the development, as shown on the document marked "Preliminary Plat" as **EXHIBIT C** and on file in the VILLAGE Clerk's office, conditioned in part upon the DEVELOPER and the VILLAGE entering into a DEVELOPER's Agreement, as well as other conditions as approved by the VILLAGE Board; and

WHEREAS, the DEVELOPER will soon be seeking from the Plan Commission and VILLAGE Board of the VILLAGE of Sussex Final Plat approval upon completion of the required improvements for the development as shown in **EXHIBIT D**, which shall be attached as approved, if it is.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise regulated by VILLAGE ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS.

A. **PUBLIC STREETS, SIDEWALKS, AND PATHS:** The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all public street and sidewalk plans are in conformance with all federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof from the VILLAGE Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets and sidewalks in accordance with the Preliminary Plat, approved development plan of said subdivision, or Final Plat as the case may be and the plans and specifications on file in the VILLAGE Clerk's office.
3. Construction of the public streets and sidewalks providing access to and fronting a specific Lot will be completed, presented and accepted by the VILLAGE Board through the first lift of asphalt before any building permits are issued for said Lot.
4. The first lift of asphalt on the public streets and the sidewalk for the Development shall be completed and presented to the VILLAGE Board no later than October 1, 2023, or as extended by the VILLAGE Board.

5. The final lift of asphalt shall be placed on all public streets after at least one winter season and shall be completed and presented to the VILLAGE Board no later than October 1, 2024, or as extended by the VILLAGE Board. It is the general intent of the VILLAGE for the final lift of asphalt not to be established prior to 80% of the homes being constructed to minimize the damage to the final roadway and additional costs to the DEVELOPER, therefore the VILLAGE Board may require placement of the final lift at an earlier or later date if the VILLAGE Board determines in its discretion that it is necessary or appropriate to do so.

6. The DEVELOPER shall maintain public streets, sidewalks, and paths, including snowplowing, unless otherwise approved by the VILLAGE Administrator, until accepted by resolution by the VILLAGE Board. Once the first lift of asphalt is established VILLAGE will provide snowplowing service for the public roadways and DEVELOPER shall pay VILLAGE at a rate of \$250 per hour or part of an hour therein, for said plowing service to ensure the roadway is open and safe for public and emergency access until the roadway is accepted by resolution by the VILLAGE Board. The VILLAGE shall provide snow plowing service in a manner consistent with that of the rest of the Village and shall in no way be responsible to DEVELOPER for any damage caused to infrastructure by snow plow operations. The DEVELOPER shall properly ramp any manholes prior to November 1 of each year to ensure safe snow plow operations. The rate per hour for snow plowing shall remain the same through May 1, 2017 and shall increase 3% annually each year thereafter. During construction sidewalks shall be blocked and labeled with signage saying "closed during construction."

7. The DEVELOPER shall furnish "as-built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Said "as-builts" shall be on reproducible Mylar and digital file, and shall include data as set forth in the VILLAGE Development Requirements.

8. Contractors working on the development or on individual buildings are required to clean up all mud, dirt, stone or debris on the streets, sidewalks, and paths no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the VILLAGE Board. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, sidewalk, and path, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets, sidewalk, and path within twenty-four (24) hours after receiving a notice from the VILLAGE. If said mud, dirt, stone or debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the VILLAGE.

9. An Easement, attached as **Exhibit E**, hereinafter known as the "Sidewalk/Path Easement" shall be established over the public sidewalks/paths to the maximum extent of 10 feet off of the edge of the sidewalk/path towards the Lot where said area falls outside of the proposed right-of-way area to ensure the VILLAGE is able to repair the sidewalk/path.

10. DEVELOPER is permitted to have a roadway width of 33' back of curb to back of curb for the DEVELOPMENT. Said roadway width is narrower than the Village standard width of 35' back of curb to back of curb. DEVELOPER shall provide the normal 60' right of way for all proposed local roadways. Said narrowed roadway enhances the DEVELOPMENT, providing for more greenspace for the subject lands and creates a better atmosphere for the development along with providing cost reductions, which benefit the DEVELOPER. The narrowed roadways shall require parking to be allowed on one side of the street only, which the VILLAGE shall establish on the roads.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and VILLAGE of Sussex specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans. The sanitary sewerage system shall include a lift station, all details of which shall be specified in the sewerage system plan.

2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the VILLAGE Clerk's office and all applicable Federal, State and VILLAGE of Sussex ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the VILLAGE of Sussex and as approved by the VILLAGE Engineer.

3. To clean all sanitary sewers in the SUBJECT LANDS prior to acceptance of the improvements and issuance of building permits by the VILLAGE of Sussex.

4. To furnish "as-built" plans of the sanitary sewage system for the SUBJECT LANDS, including locations of laterals to lot lines, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of building permits.

5. To televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the VILLAGE Engineer, supply the video tape to the VILLAGE of Sussex, and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the VILLAGE.

6. That no building permits shall be issued until the sanitary sewer system for of the SUBJECT LANDS has been dedicated to and accepted by the VILLAGE.

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and VILLAGE of Sussex specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said

plans. The VILLAGE Engineer may require that the plans include water system work outside the territory of the current phase of the development as the VILLAGE Engineer deems necessary to ensure the system will function properly.

2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the VILLAGE Clerk's office and all applicable Federal, State and VILLAGE of Sussex ordinances, specifications, regulations and guidelines for the construction of water systems in the VILLAGE of Sussex and as approved by the VILLAGE Engineer.

3. The DEVELOPER shall furnish "as-built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Subject to intellectual property rights, said "as built" plans shall be on reproducible Mylar and digital file, and shall include field locations of hydrant valves and curb stops, if any.

4. That no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the VILLAGE. The VILLAGE may require that parts or all of the water system for the SUBJECT LANDS be installed, dedicated, and approved prior to the issuance of any building permits for any phase to ensure that the system will function properly.

5. In conjunction with the final lift of asphalt in each phase the Hydrants shall be sandblasted and repainted at DEVELOPER's cost to address any damage done to the paint of the Hydrant by DEVELOPMENT and Home construction.

D. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and written proof that the VILLAGE Engineer, DNR, and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, have reviewed and approved said plans.

2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications on file in the VILLAGE Clerk's office, and all applicable federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the VILLAGE Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, including where necessary as determined by the VILLAGE Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/ detention basins.

3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the VILLAGE before any building permits are issued.
4. To maintain roads free from mud and dirt from construction of the development.
5. The VILLAGE Board will not accept the surface and storm water drainage system until the entire system serving a given phase is installed and landscaped in accordance with plans and specifications to the satisfaction of the VILLAGE Engineer.
6. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the VILLAGE Board.
7. The VILLAGE retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the VILLAGE Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.
8. For that part of the SUBJECT LANDS located in the VILLAGE, the DEVELOPER shall establish the stormwater facilities within outlots that the Village shall have the right, but not the obligation, to maintain according to a Stormwater Facility Maintenance Agreement, attached herein as **EXHIBIT F** and hereinafter known as the "SFMA". The SFMA shall state that the VILLAGE shall agree to maintain the stormwater management facilities in the Development except for specific annual maintenance activities such as grass mowing, etc.; which shall be spelled out in the SFMA. DEVELOPER shall provide the necessary easements for any stormwater facilities that are located outside of the right-of-way or have the necessary maintenance zone outside of the right-of-way, which shall be addressed in depictions and in language on the Plat.
9. To furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of building permits.

E. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the VILLAGE Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, and the Army Corps of Engineers, if applicable, have approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and

specifications reviewed and approved by the VILLAGE Engineer, the Waukesha County Department of Park and Land Use, Land Resources Division, and Army Corps of Engineers, if applicable.

3. All disturbed areas shall be restored to the satisfaction of the VILLAGE Engineer within seven (7) days of disturbance. Any cash or letter of credit posted with the VILLAGE will not be released until the VILLAGE Engineer is satisfied that no further erosion measures are required.

F. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, paths and trails by use of sound conservation practices as set forth in the Tree Mitigation Plan and Landscape Plan attached herein as **(EXHIBIT G)**. DEVELOPER shall meet the requirements and conditions of the approved Tree Mitigation Plan include the payment of \$54,500 for offsite mitigation purposes.

2. The DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the VILLAGE Engineer prior to the issuance of any building permits.

4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the VILLAGE prior to the issuance of building permits.

5. The VILLAGE has the right to trim and remove any features which would interfere with safe operation and maintenance of the VILLAGE right-of-ways and drainage ways.

6. The DEVELOPER shall establish Street Trees per the Street Tree Plan attached as **Exhibit H**. The Street Trees shall be established by the Developer only within the appropriate times per year as listed on the plan and the trees shall not be installed until construction activity is completed in the area as determined by the VILLAGE to avoid damage from construction. Street Trees shall be maintained by the DEVELOPER until the warranty period ends for said STREET Trees unless otherwise approved by the VILLAGE Board.

7. If there is to be any landscaping and/or monument signs within the right of ways, the DEVELOPER shall establish the necessary easements and language to require the homeowners association to maintain those areas. Said document to be attached as **EXHIBIT G-1**.

G. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:

1. Street signs, traffic control signs, culverts, posts and guard rails as required by the VILLAGE shall be obtained and placed by the VILLAGE, or by the DEVELOPER with approval of the VILLAGE, and the cost thereof shall be paid by the DEVELOPER.

2. All traffic control signs and street signs, as required by the VILLAGE will be installed by the VILLAGE at the cost of DEVELOPER following the placement of the first lift of asphalt.

H. STREET LIGHTS: The DEVELOPER hereby agrees to install a street lighting system in the development according to a plan prepared by We Energies and on file with the VILLAGE Clerk and approved by the VILLAGE of Sussex prior to issuance of building permits unless waived by VILLAGE Staff. The Lighting Plan shall be **EXHIBIT H**, which shall be attached to this agreement prior to the approval of the Final Plat.

I. ADDITIONAL IMPROVEMENTS AND REQUIREMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the VILLAGE may cause such work to be carried out and shall charge against the financial guarantee held by the VILLAGE pursuant to this agreement.

1. DEVELOPER shall bury all power and utilities within the Development including any above ground power poles adjacent to the SUBJECT LANDS.

2. DEVELOPER shall provide as-built information for all improvements and as-planted information for street trees in electronic format and shall reimburse the Village for updates to the Village's G.I.S. system for the same.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Sections I above shall be completed by the DEVELOPER, in total within twelve (12) months of the date of this Agreement being signed except as otherwise provided for in this Agreement.

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the VILLAGE. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the VILLAGE Board. The 14-month guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building

permits and approval of various items of development shall not commence the 14-month guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the VILLAGE, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the VILLAGE, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the VILLAGE Board. All improvements will be accepted by the VILLAGE Board by separate resolution at such time as such improvements are in acceptable form and according to the VILLAGE specifications. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the VILLAGE, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the VILLAGE as set forth herein, the same shall be accepted by the VILLAGE Board if said improvements have been completed as required by this agreement and as required by all federal, state, county or VILLAGE guidelines, specifications, regulations, laws and ordinances and approved by the VILLAGE Engineer.

SECTION VI. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping, and all other improvements are upon the DEVELOPER. The fact that the VILLAGE or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of 14 months

from the date of Final Acceptance by providing the VILLAGE with cash or a letter of credit in a form acceptable to the VILLAGE Attorney in an aggregate amount of 10 percent of the total costs of the improvements. The DEVELOPER shall pay for any damages to VILLAGE property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the VILLAGE might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to VILLAGE property and/or improvements, and the VILLAGE is required to draw against the cash or letter of credit on file with the VILLAGE, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all improvements.

B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the VILLAGE Board at the expiration of the guarantee period.

C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the VILLAGE Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the VILLAGE of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the VILLAGE in the aforementioned notification, after notice has been sent as provided herein, the VILLAGE Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the VILLAGE Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the VILLAGE Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the VILLAGE Board. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the VILLAGE Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the VILLAGE Board. Should the DEVELOPER fail to meet this requirement, the VILLAGE Board

will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.

3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches, storm sewers, and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the VILLAGE Board is satisfied that the DEVELOPER has restored all areas which were disturbed.

SECTION VIII. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

The VILLAGE shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the VILLAGE Administrator, until accepted by the VILLAGE Board.

SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT:

If a DEVELOPER proceeds with the installation of public improvements or other work on the site prior to approval of the Final Plat, it proceeds at its own risk as to whether or not the Final Plat will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site, shall notify the VILLAGE of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on site, prior to approval of the Final Plat. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the VILLAGE Engineer.

SECTION X. FINANCIAL GUARANTEE:

The DEVELOPER shall file with the VILLAGE cash or a letter of credit setting forth terms and conditions in a form approved by the VILLAGE Attorney in the amount as approved by the VILLAGE Engineer as a guarantee that the DEVELOPER will perform all terms of this agreement no later than one year from the signing of this agreement except as otherwise set forth in this agreement and will be attached as **EXHIBIT J**. If at any time:

- A. The DEVELOPER is in default of any aspect of this agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this agreement unless otherwise extended by this agreement or by action of the VILLAGE Board, or
- C. The letter of credit on file with the VILLAGE is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by VILLAGE Engineer, and in a form approved by the VILLAGE Attorney, to pay the costs of improvements in the development,

the DEVELOPER shall be deemed in violation of this agreement and the VILLAGE Board shall have the authority to draw upon the letter of credit.

The amount of the letter of credit may be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed and paid for, provided that the remaining letter of credit is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until approved in writing by the VILLAGE Administrator.

The lending institution providing the irrevocable letter of credit shall pay to the VILLAGE Board all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to do so, in whole or in part, the VILLAGE shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no building or occupancy permits shall be issued for any homes, including model homes, until the VILLAGE Engineer has determined that:

- A. The installation of the first lift of asphalt of the public street(s) providing access to and fronting a specific building for which a building permit is requested has been completed and accepted by the VILLAGE Board.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the VILLAGE Board.
- C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the VILLAGE Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the VILLAGE Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the VILLAGE, filed with the VILLAGE Clerk and recorded with the Register of Deeds.
- G. All destroyed trees, brush, tree trunks, shrubs and other growth and all rubbish including buildings and unwanted items are lawfully removed and disposed of from the development.
- H. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the VILLAGE Engineer.

I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures (unless waived by the VILLAGE Administrator), the sanitary sewer system, and the water system.

J. The DEVELOPER is not in default of any aspect of this agreement.

K. There is no default of this agreement as determined by the VILLAGE Administrator.

L. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by VILLAGE Staff prior to the issuance of building permits.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS:

The VILLAGE reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this agreement.

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT.

Developer shall grant a vacant lot maintenance easement to the VILLAGE, in a form that is subject to the approval of the VILLAGE Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the VILLAGE the right (but not the obligation) to enter upon any vacant lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the VILLAGE of Sussex Municipal Code, including but not limited Chapter 10, entitled "Public Nuisance", and Chapter 11, entitled "Health and Sanitation", including Section 11.07 entitled "Property Maintenance Code". A vacant lot shall include any Lot that does not have an occupied principal structure that is used for residential purposes at the time of inspection, repair or restoration. All costs incurred by the VILLAGE in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the VILLAGE.

SECTION XIV. PROMOTION OF ARCHITECTURAL UNIQUENESS.

The parties intend that all homes in the Subject Land shall be owned, occupied and used for residential purposes. The parties further intend that there shall be architectural uniqueness to the neighborhood between buildings. Therefore, no two identical buildings may be constructed directly adjacent to one another or directly across the street from one another. No more than 7 homes per any phase of development shall be of the same design model as determined by the VILLAGE.

SECTION XV. MISCELLANEOUS REQUIREMENTS

The DEVELOPER shall:

A. EASEMENTS:

Provide any easements including vision easements on SUBJECT LANDS deemed necessary by the VILLAGE Engineer before the Final Plat(s) are signed or on the Final Plat(s) and such easements shall be along lot lines if at all possible.

B. TREE PLANTING:

Tree planting shall follow the plan approved by the VILLAGE and attached hereto as **Exhibit G**.

C. MANNER OF PERFORMANCE:

Cause all construction called for by this agreement to be carried out and performed in a good and workmanlike manner.

D. SURVEY MONUMENTS:

Properly place and install any Lot, block or other monuments required by State Statute, VILLAGE Ordinance or the VILLAGE Engineer.

E. HOME-OWNERS ASSOCIATION DECLARATION:

Execute and record a HOME-OWNERS ASSOCIATION Declaration, Articles, and/or Bylaws as applicable, in a form that is subject to the approval of the VILLAGE Board and VILLAGE Attorney, and provide proof of recording prior to sale of Lots for the SUBJECT LANDS.

F. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the VILLAGE Board and VILLAGE Attorney, and provide proof of recording prior to sale of Lots for the SUBJECT LANDS. The Deed Restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities in accordance with the "Owners Maintenance Requirements: Stormwater Management Systems Detention/Retention Ponds and Grass Swales" specifications on file with the Village of Sussex, dated July, 2002, including such amendments as may be made thereto from time to time by the Village Engineer. The deed restrictions shall also contain the following language:

"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the VILLAGE Engineer on file in the office of the VILLAGE Clerk. The DEVELOPER and/or the VILLAGE and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same."

The DEVELOPER shall also have language in the restriction that obligates the Association to maintain the landscaping islands being placed in the right of ways and any other landscaping features in or along the right of way. The VILLAGE shall have the right, but not the obligation, to maintain the landscaping and charge the Homeowner's Association if the Association fails in the Village's sole determination to adequately maintain the landscaping areas.

The Deed Restrictions shall also include a notice in a form approved by the VILLAGE Attorney, notifying all lot owners of the operation of a quarry adjacent to the SUBJECT LANDS.

G. GRADES:

Prior to the issuance of a building permit for a specific Lot, the DEVELOPER or their agent shall furnish to the Building Inspector of the VILLAGE a copy of the stake out survey showing the street grade in front of the Lot, the finished yard grade, the grade of all four corners of the building, and the building corner grades of the adjacent buildings where applicable, as existing and as proposed.

H. RESERVE CAPACITY ASSESSMENTS - SANITARY SEWER:

As provided in the VILLAGE Land Division Ordinance, the DEVELOPER agrees to pay a reserve capacity assessment to be used for the costs of reserve capacity created by the VILLAGE in the VILLAGE's sanitary sewerage collection and treatment facilities for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be in an amount established by the VILLAGE's Land Division Ordinance and including annual increases.

The DEVELOPER hereby waives, pursuant to Section 66.0703(7) (b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein.

The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of special assessment levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property. In addition, the DEVELOPER waives its right under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

I. RESERVE CAPACITY ASSESSMENTS - WATER:

The DEVELOPER agrees to pay a reserve capacity assessment as required in Section 22.23(2) (b) and other relevant sections of the VILLAGE Code, to be used for the costs of reserve capacity created by the VILLAGE in the VILLAGE's water system for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be an amount established in the VILLAGE's Land Division Ordinance and is subject to annual increases.

The DEVELOPER hereby waives, pursuant to Section 66.0703(7) (b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein. The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of the special assessments levied against its

property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property.

In addition, the DEVELOPER waives its rights under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

J. UNDERGROUND UTILITIES:

Install all existing and proposed electrical, telephone, cable and gas utilities underground. Coordination of installation and burial and all costs shall be the responsibility of the DEVELOPER.

K. PERMITS:

Provide and submit to the VILLAGE requesting the same, valid copies of any and all governmental agency permits.

L. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the VILLAGE Engineer.

M. DIGGERS HOTLINE:

Developer shall become a member of Diggers Hotline and provide evidence of such membership to the VILLAGE Clerk before commencement of any land disturbing activities on the Subject Lands. Developer shall maintain said membership until all subsurface Improvements required under Section I have received final acceptance from the VILLAGE as provided in Section III.

N. PREVAILING WAGE RATES AND HOURS OF LABOR:

If any aspect of the development involves a project of public works that is regulated by Wisconsin Statutes Section 66.0903 then: (1) The Developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The Developer shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) The Developer shall fully comply with the reporting obligations, and all other requirements of such laws; and (4) The Developer shall ensure that the Developer's subcontractors also fully comply with such laws. The Developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903, for any work arising out of this agreement.

O. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays, nor shall it continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

P. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and accepted by the VILLAGE Board. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER'S and/or subject property owner's expense.

Q. DUTY TO CLEAN ROADWAYS:

The DEVELOPER shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The DEVELOPER shall clean the roadways within forty-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said mud, dirt and stone is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's expense. The VILLAGE will do its best to enforce existing ordinances that require builders to clean up their mud from construction.

R. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

S. IMPACT FEES:

DEVELOPER and VILLAGE acknowledge that the VILLAGE has caused a needs assessment study to be performed pursuant to Wis. Stat. 66.0617 and that the VILLAGE has enacted an ordinance (18.10065) that imposes impact fees pertaining to the VILLAGE's parks, playgrounds and land for athletic fields, and that imposes impact fees pertaining to the VILLAGE's Library. The DEVELOPER acknowledges and agrees that the ultimate occupants of the Lots on the SUBJECT LANDS will likely utilize the Village's parks, playgrounds, and athletic fields, and Library and that the impact fees imposed by VILLAGE Ordinances are necessary to pay for the capital costs of the facilities described in this section in order to accommodate land development. This Fee shall be paid prior to the release of the BUILDING PERMIT.

T. ZONING CODE:

The DEVELOPER acknowledges that the lands to be developed are subject to the VILLAGE of Sussex Zoning Code.

U. NO AGRICULTURE USE

The DEVELOPER shall not permit any open space or undeveloped lands within an area with a Final Plat to be used for any agricultural uses as defined in Tax 18 of the Wisconsin Administrative Code.

SECTION XVI. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the VILLAGE in connection with this development or relative to the construction, installation, dedication and acceptance of the

development improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. VILLAGE employee costs shall be based on regular VILLAGE pay rates (or Engineering and administrative overtime, if applicable) plus 60% on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any costs for outside consultants shall be charged at the rate the consultant charges the VILLAGE. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the VILLAGE pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XVII. METHOD OF IMPROVEMENT

Developer hereby agrees to engage contractors for all work performed by the DEVELOPER under this agreement who are qualified to perform the work. Developer further agrees to use materials and make the various installations in accordance with the approved specifications and plans, which are made part of this agreement by reference, including those standard specifications as the Village Board or its Committees may have adopted and published prior to this date.

SECTION XVIII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. The DEVELOPER shall also name as additional insured on its general liability insurance the VILLAGE, its officers, agents, employees and any independent contractors hired by the VILLAGE to perform services as to this development and give the VILLAGE evidence of the same upon request by the VILLAGE.

SECTION XIX. VILLAGE RESPONSIBILITY:

A. The VILLAGE agrees to pay for the following oversizing costs, if it is determined by the VILLAGE that the oversizing is necessary. The oversizing costs shall be calculated by viewing bids for similar improvements to determine the cost differences between the stated sizes. The VILLAGE reserves the right to determine the bid amounts to be used in this calculation.

1. Cost of increasing the size of the water main from eight inches to a larger size, including the cost of larger valves.
2. Cost of increasing the size of the sewer main from eight inches to a larger size.
3. The VILLAGE agrees to allow the DEVELOPER to connect to the VILLAGE of Sussex's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the VILLAGE of Sussex and the appropriate approvals have been granted for such service from all Federal, State, SEWRPC, and local governments and agencies.

SECTION XX. INSURANCE:

The DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT LANDS in the performance of this agreement shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the VILLAGE.

SECTION XXI. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the VILLAGE President of the VILLAGE Board, and/or the VILLAGE Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XXII. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the VILLAGE Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XXIII. ZONING:

The VILLAGE does not guarantee or warrant that the SUBJECT LANDS will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XXIV. COMPLIANCE WITH CODES AND STATUTES:

The DEVELOPER shall comply with all current and future applicable codes of the VILLAGE, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the VILLAGE, County, State or federal government.

SECTION XXVI. PRELIMINARY PLAT, FINAL PLAT, AND REZONING CONDITIONS:

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional Preliminary Plat approval and a conditional rezoning ordinance by the VILLAGE. The DEVELOPER also acknowledges that if the development is to proceed the SUBJECT LANDS will also be subject to a conditional Final Plat approval, if it is approved. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional Preliminary Plat approval for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT C**, and the conditional rezoning ordinance for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT B**. At such time as the Final Plat is approved, if it is, the

conditional Final Plat approval shall be attached hereto and incorporated herein as **EXHIBIT D**. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

SECTION XXVII. AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the VILLAGE'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any Lot or any interest in any Lot or parcel of land in the SUBJECT LANDS.

SECTION XXVIII. ASSIGNMENT:

The DEVELOPER shall not assign this agreement without the written consent of the VILLAGE. If required by the VILLAGE, the assignee must agree to all terms and conditions of this document in writing.

SECTION XXIX. PARTIES BOUND:

The DEVELOPER or its assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the development.

SECTION XXX. HEIRS & ASSIGNS:

This agreement is binding upon the DEVELOPER, owners, their successors and assigns, and any and all future owners of the SUBJECT LANDS (the "Successors"). This section allows for VILLAGE enforcement of the terms and conditions of this Agreement against all such Successors. This section does not, however, grant rights to such Successors absent VILLAGE written consent, as described in Section XXIX.

SECTION XXXI. SURVIVAL:

All agreements, representations, or warranties made herein shall survive the execution of this Agreement, performance of this Agreement, and the making of the grants hereunder. This Agreement shall be binding upon the Parties their respective heirs, personal representatives, executors, or successors and assigns.

SECTION XXXII. OWNERSHIP OF SUBJECT LANDS.

DEVELOPER warrants and represents that, as of the date of this Agreement it has title to the Property.

SECTION XXXIII. PARAGRAPH HEADINGS.

The paragraph headings in this Agreement are inserted for convenience only and are not intended to be part of, or to affect, the meaning or interpretation of this Agreement.

SECTION XXXIV. INCORPORATION OF RECITALS.

The recitals to this Agreement are hereby incorporated by reference and made a part of Agreement, and are intended to affect the meaning and/or interpretation of this Agreement.

SECTION XXXV. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION XXXVI. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding and agreement between the parties. In the event of a conflict between this Agreement and the Village Code of Ordinances or any other enabling code, law or regulation in effect at the time of this Agreement or thereafter, the terms and conditions of the Village Code of Ordinances in effect at the time of the acceptance by DEVELOPER shall be controlling. If this Agreement is silent with respect to any specific issue, the Village Code of Ordinances and any applicable federal and state statutes shall govern.

SECTION XXXVII. RECORDING OF AGREEMENT.

This Agreement, or a Memorandum thereof, shall be recorded with the Register of Deeds for Waukesha County.

SECTION XXXVIII. AMENDMENTS:

The VILLAGE and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the VILLAGE Board.

IN WITNESS WHEREOF, the DEVELOPER and the VILLAGE have caused this agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

Hartford Land Development LLC

By:_____

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2023, the above named _____, Authorized Signatory of Golden Fields of Sussex the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____
VILLAGE OF SUSSEX

WAUKESHA COUNTY, WISCONSIN

VILLAGE President

VILLAGE Clerk-Treasurer

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2023, the above-named Anthony LeDonne, VILLAGE President, and Jennifer Moore, VILLAGE Clerk-Treasurer, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VILLAGE President and VILLAGE Clerk-Treasurer of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the VILLAGE Board from their meeting on the _____ day of _____, 2023.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:\

VILLAGE Attorney

EXHIBIT A

LEGAL DESCRIPTION - REZONING:

Being a part of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 15; thence North 89°57'25" East along the north line of said Southwest 1/4, 1326.04 feet to the northeast corner of Polo Fields, a recorded subdivision, and the Point of Beginning;

Thence continuing North 89°57'25" East along said north line, 659.61 feet to the northwest corner of Stonewood Estates of Sussex II, a recorded subdivision; thence South 00°10'44" West along the west line of said subdivision, 1321.21 feet; thence South 89°53'50" West along said Stonewood Estates of Sussex II and then along the north line of Western Oaks Subdivision, a recorded subdivision, 659.44 feet to the monumented southwest corner of the Northeast 1/4 of the said Southwest 1/4; thence North 00°10'17" East and then along the east line of Certified Survey Map No. 5654 and then along the east line of the aforesaid Polo Fields, 1321.90 feet to the Point of Beginning. Containing 871,588 square feet (20.0089 acres) of land.

EXHIBIT B

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

ORDINANCE NO. 888

AN ORDINANCE TO CONDITIONALLY REZONE CERTAIN LANDS IN THE VILLAGE OF SUSSEX TO TS-1 TRADITIONAL SUBURBAN SINGLE-FAMILY RESIDENTIAL WITH A PLANNED DEVELOPMENT OVERLAY DISTRICT

WHEREAS: A petition has been filed by Hartford Land Development LLC on behalf of the property owners Richard A Merske Revocable Trust (“Petitioner”) of certain lands in the Village of Sussex 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 TS-1 Traditional Suburban Single-Family Zoning District with a Planned Development Overlay District 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 of the Village Code, the Village Board held a public hearing on _____, 2023, as required by Section 17.0435(C)(4) of the Village Code; and

WHEREAS: The Plan Commission has reviewed the basis for approval described in Section 17.0435(D) of the Village Code and has made the following findings, subject to all terms and conditions of this zoning ordinance being satisfied:

1. That the petitioners for the proposed Planned Development Overlay District have indicated that they intend to begin the physical development of the PDO within nine (9) months following the approval of the petition and that the development will be carried out according to a reasonable construction schedule satisfactory to the Village.
2. That the proposed Planned Development Overlay District is consistent in all respects to the purpose of this Section and to the spirit and intent of this Ordinance; is in conformity with the adopted master plan or any adopted component thereof; and, that the development would not be contrary to the general welfare and economic prosperity of the community.
3. The proposed site shall be provided with adequate drainage facilities for surface and storm waters.
4. The proposed site shall be accessible from public roads that are adequate to carry the traffic that can be expected to be generated by the proposed development.

EXHIBIT B

5. No undue constraint or burden will be imposed on public services and facilities, such as fire and police protection, street maintenance, and maintenance of public areas by the proposed development.
6. The streets and driveways on the site of the proposed development shall be adequate to serve the residents of the proposed development and shall meet the minimum standards of all applicable ordinances or administrative regulations of the Village.
7. Public water and sewer facilities shall be provided.
8. The entire tract or parcel of land to be included in a Planned Development Overlay District is held under single ownership.
9. Such development will create an attractive residential environment of sustained desirability and economic stability, including structures in relation to terrain, consideration of safe pedestrian flow, ready access to recreation space, and coordination with overall plans for the community.
10. The total net residential density within the Planned Development Overlay District will be compatible with the Village master plan or component thereof.
11. Provision has been made for the installation of adequate public facilities and the continuing maintenance and operation of such facilities.
12. Adequate, continuing fire and police protection is available.
13. The population composition of the development will not have an adverse effect upon the community's capacity to provide needed school or other municipal service facilities.
14. Adequate guarantee is provided for permanent preservation of open space areas as shown on the approved site plan either by private reservation and maintenance or by dedication to the public.

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 17.0435(D) of the Village Code, 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

EXHIBIT B

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 zoned to TS-1 Traditional Suburban Single-Family Residential (20 acres) with a Planned Development Overlay District, 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 March 21, 2023 and in substantial conformity with the presentation at the public hearing at the Village Board on _____, 2023 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. Lot Sizes and Setbacks.
 - A. The proposed development will contain 26 single family detached homes. Lot sizes will not be less than 20,000 square feet. The average lot size is 28,096 square feet with the smallest lot containing 20,300 square feet and the largest containing 47,453 square feet. The lot width will be a minimum of 100 feet at the street yard setback line. The setbacks for these lots shall be 40 feet front yard, 15 feet side yard, and 30 feet rear yard.
 - B. The minimum living area of a one-story single-family home would be 2,000 square feet. The minimum living area of a two-story single-family home would be 2,400 square feet. The Minimum finished first floor of a two-story single-family home would be 1,200 square feet.
4. Phasing Plan. The proposed subdivision is to be platted and developed as a single

EXHIBIT B

phase.

5. 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 18.0703 of the Village Code.
6. Special Assessment. The payment of outstanding special assessments owed on this property must be paid in full prior to starting any site work.
7. 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.
8. 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.
9. Required Plans and Engineer Satisfaction. Subject to the Petitioner submitting to and receiving written approval from the Village Plan Commission 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
 3. Storm water Management Plans with the appropriate maintenance requirements and outlots. The outlots for the stormwater ponds shall be owned by the Village.
 - 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 along the entirety of Overland Road, Carol Ann Circle, and Lauren Drive. Sidewalks shall be on one side of all non cul-de sac roads internal to the subdivision.
 - D. Street Tree Plan for the entire site, which shall be planted by the Developer no later than 12 months from the date of approval of the Final Plat within the optimal

EXHIBIT B

spring or fall planting season.

- E. 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 new lots with the existing subdivision to the East and West where appropriate.
 - F. Tree Mitigation and Preservation Plan and payment of any fees associated with said plan, and the proper 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.
 - G. Street plans and any necessary approvals from Waukesha County and the State of Wisconsin.
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

EXHIBIT B

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 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 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 _____, 2023.

VILLAGE OF SUSSEX

Anthony LeDonne
Village President

ATTEST: _____
Jennifer Moore
Village Clerk-Treasurer

Published and/or posted this _____ day of _____, 2023.

EXHIBIT B

EXHIBIT A

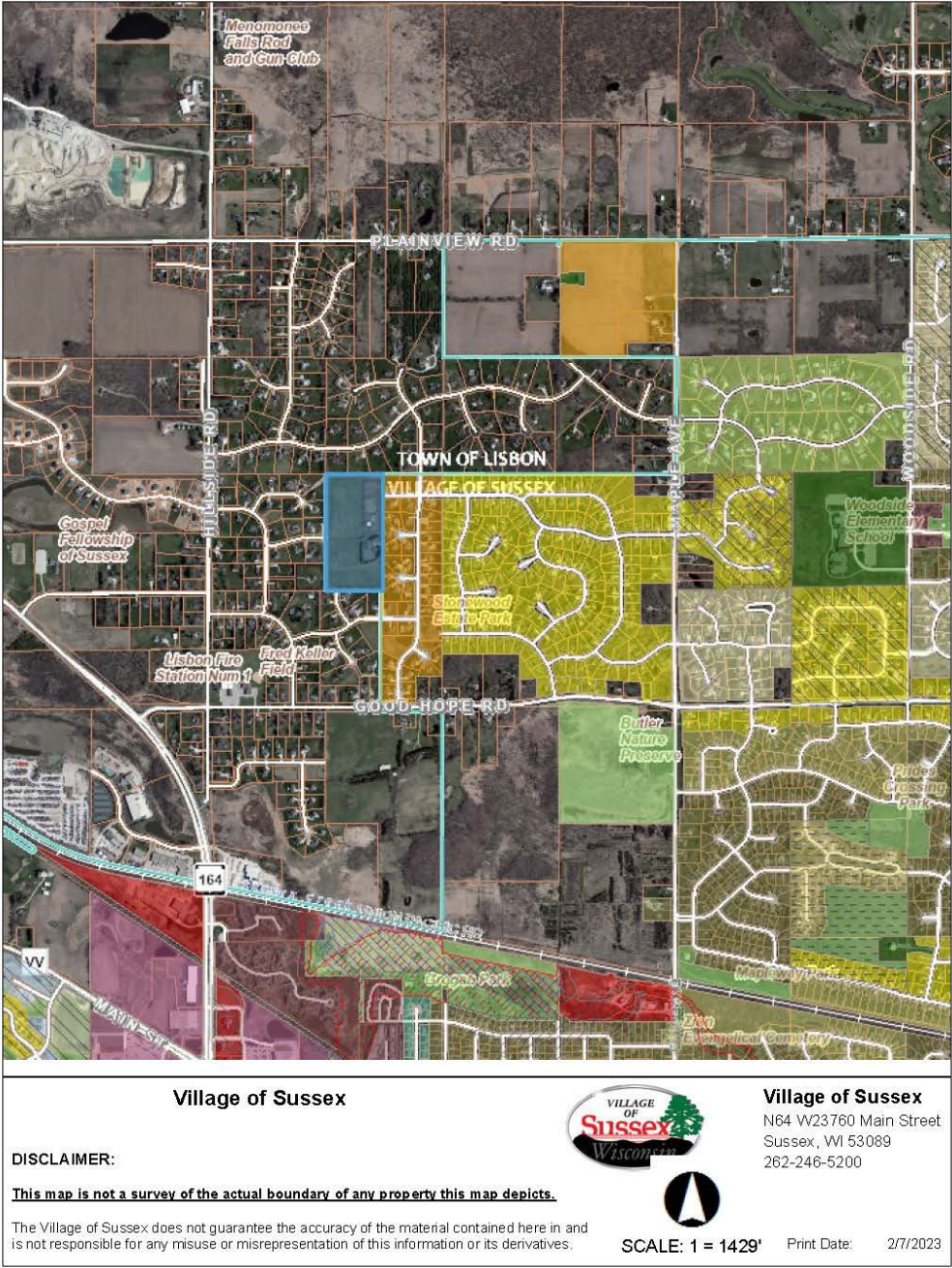


EXHIBIT B

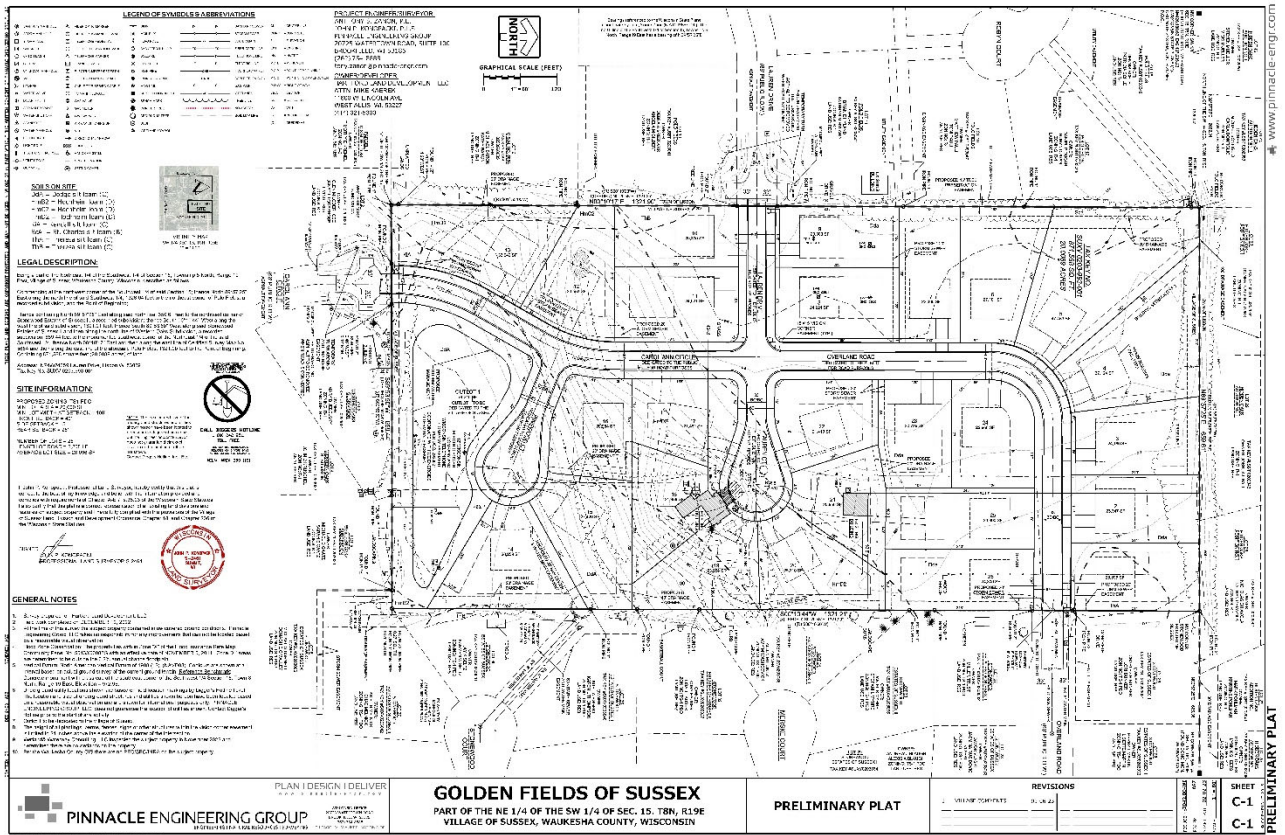


EXHIBIT C

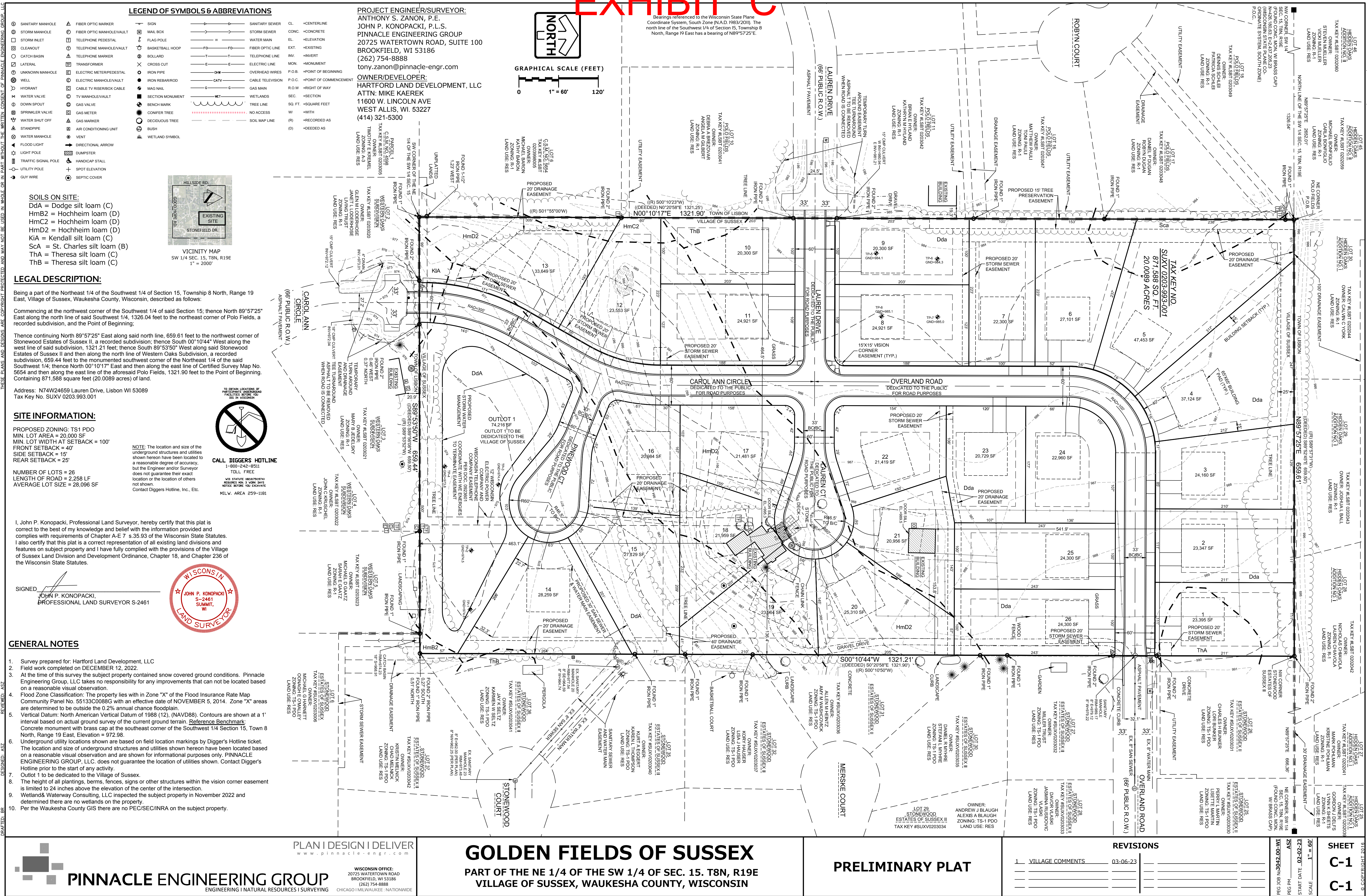
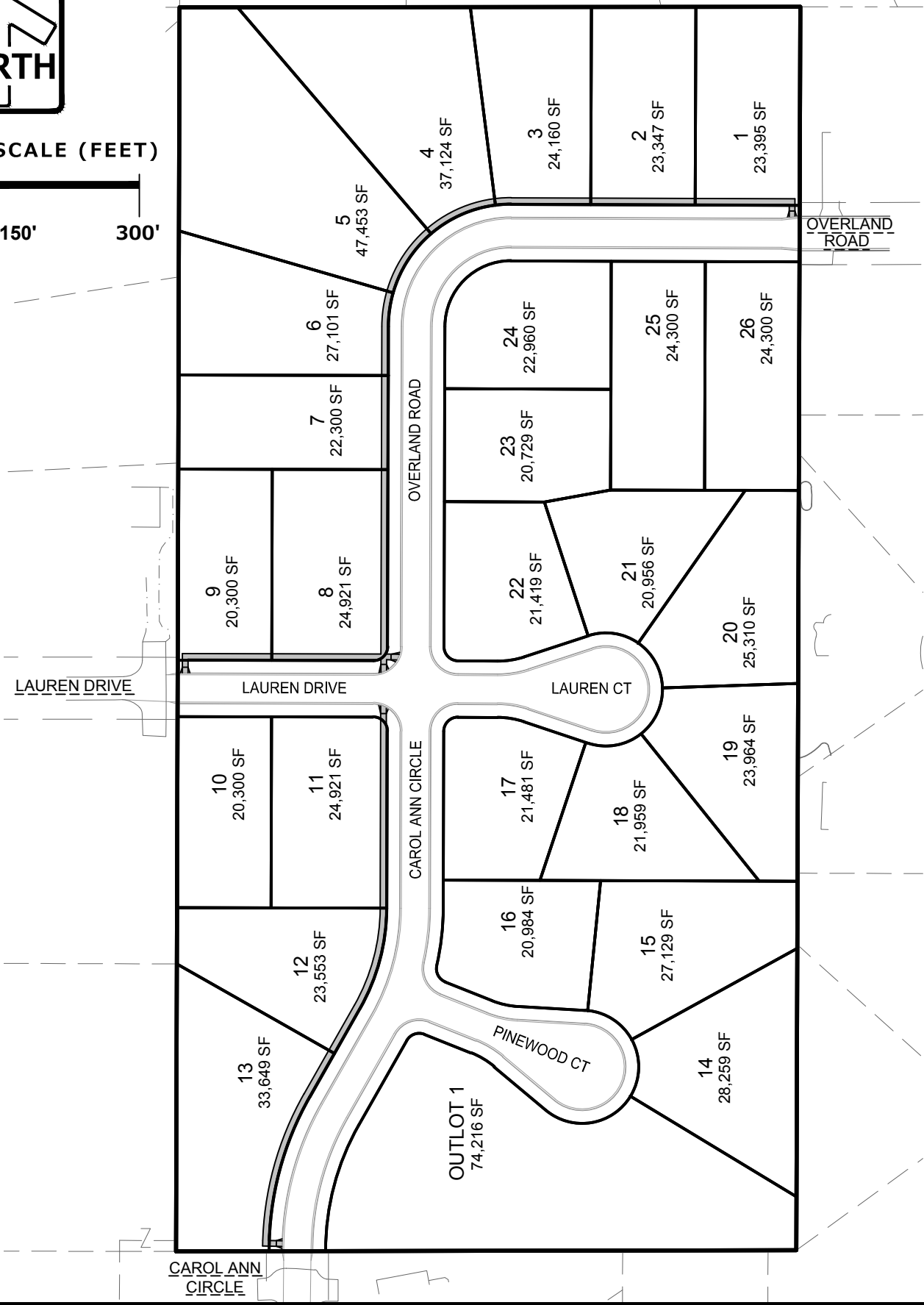
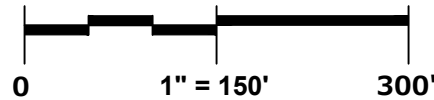


EXHIBIT E



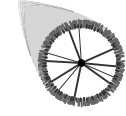
GRAPHICAL SCALE (FEET)



Z:\PROJECTS\2022\3042.00-WI\CAD\SHEETS\3042.00 SIDEWALK EXHIBIT.DWG

EXHIBIT G

CONCEPT PLANT SCHEDULE

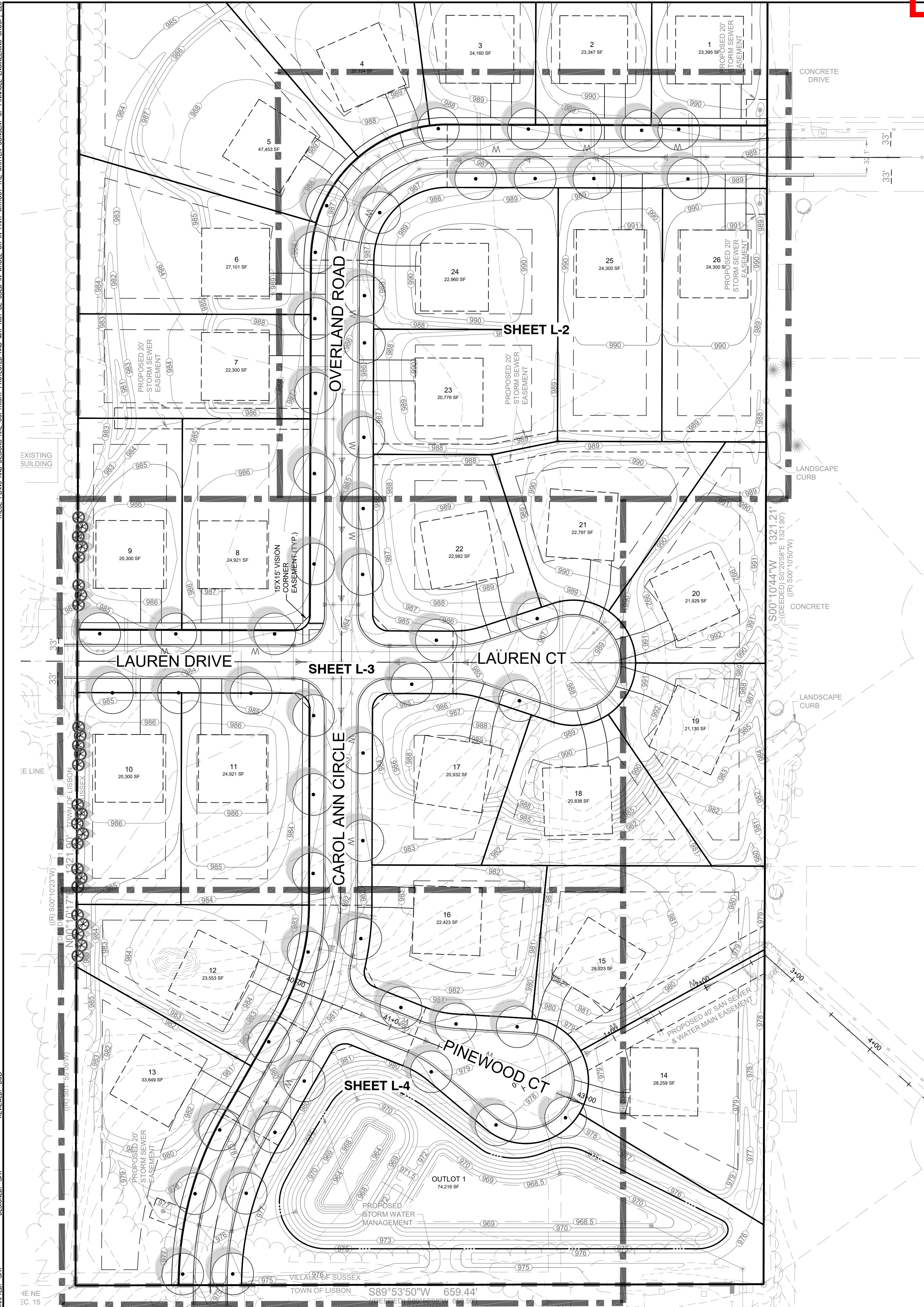


EVERGREEN TREE
Juniperus chinensis 'Iowa' / Iowa Juniper
13' T x 5' W
Picea glauca 'Densata' / Black Hills Spruce
30' T x 15' W
Pinus strobus / White Pine
65' T x 30' W

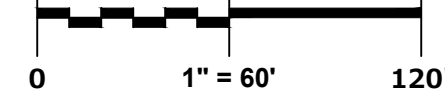
26
5' Ht.
5' Ht.
5' Ht.

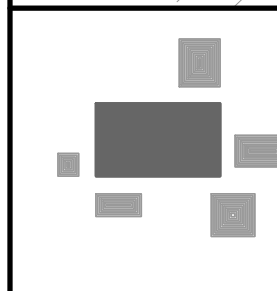
STREET TREES
Acer freemanii 'Autumn Blaze' / Autumn Blaze Maple
48' T x 35' W
Acer x freemanii 'Armstrong' / Armstrong Freeman Maple
60' T x 15' W
Gymnocladus dioica / Kentucky Coffee Tree
70' T x 45' W
Tilia americana 'Redmond' / Redmond American Linden
50' T x 35' W
Ulmus x 'Morton Glossy' / Triumph Elm
55' T x 40' W
Ulmus x 'New Horizon' / New Horizon Elm
35' T x 20' W

52
2.5' Cal.
2.5' Cal.
2.5' Cal.
2.5' Cal.
2.5' Cal.
2.5' Cal.
2.5' Cal.



GRAPHICAL SCALE (FEET)





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GOLDEN FIELDS OF SUSSEX

VILLAGE OF SUSSEX, WAUKESHA CO., WI

OVERALL STREET TREE PLAN

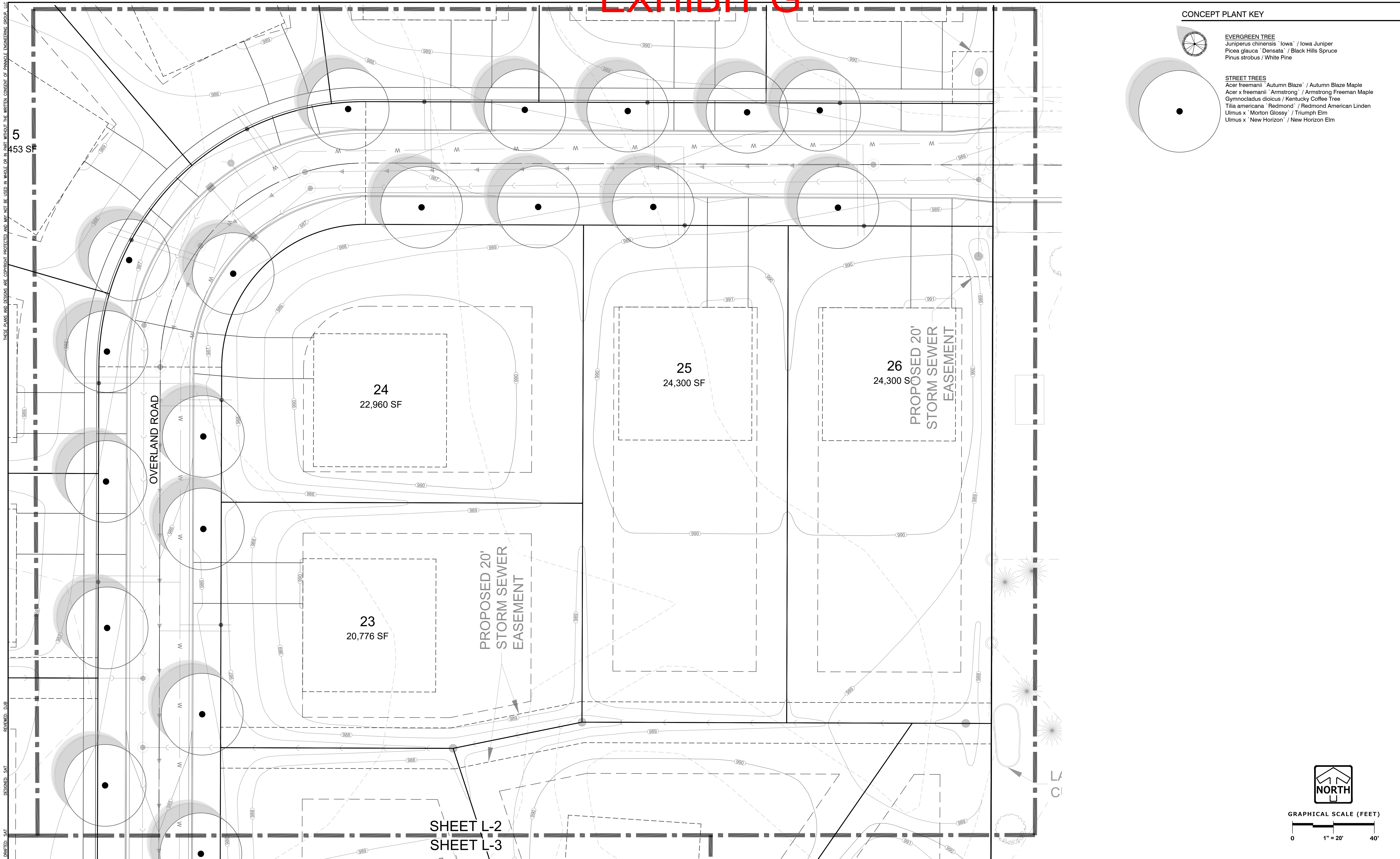
REVISIONS

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REG JOB NO. 3042.00
REG PM ASZ
START DATE 02-02-23
SCALE 1"=60'

SHEET
L-1
L-6

EXHIBIT G



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VILLAGE OF SUSSEX, WAUKESHA CO., WI

LANDSCAPE ENLARGEMENT

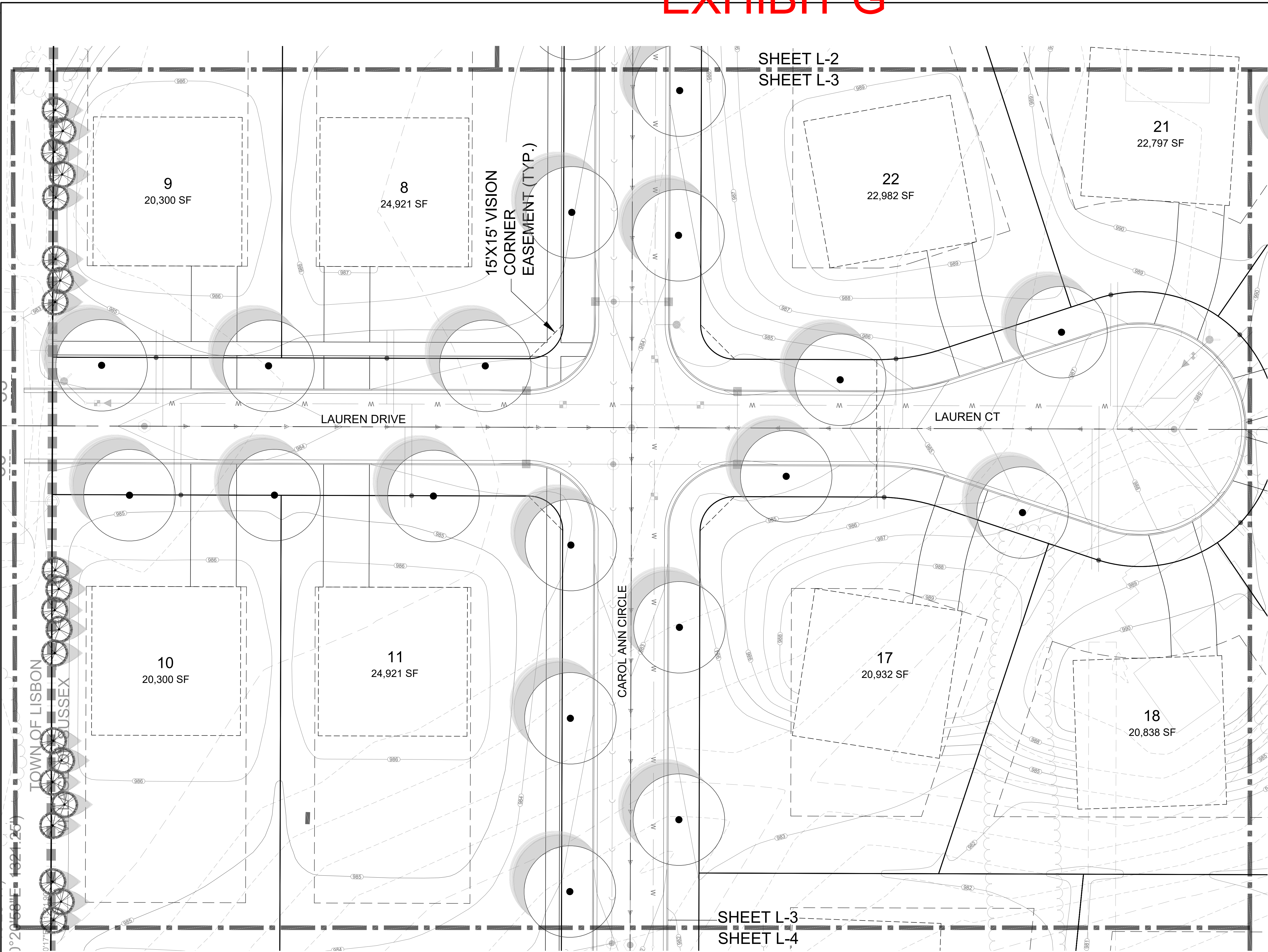
REVISIONS	

REG. JOB No. 3042.00
REG. PM. ASZ
START DATE 02-02-23
SCALE 1" = 20'

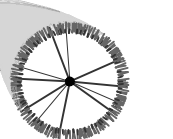
SHEET
L-2
L-6

EXHIBIT G

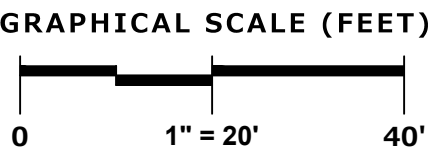
DESIGNED: SAT
DRAWN: SAT
CHECKED: DUB
DATE: 01/17/2023
PROJECT: 2022\3042.00-WI\CAD\SHEETS\3042.00 LANDSCAPE - STREET TREE PLAN.DWG

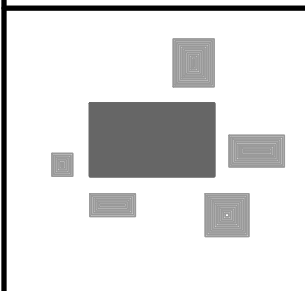


CONCEPT PLANT KEY



- EVERGREEN TREE**
Juniperus chinensis 'Iowa' / Iowa Juniper
Picea glauca 'Densata' / Black Hills Spruce
Pinus strobus / White Pine
- STREET TREES**
Acer freemanii 'Autumn Blaze' / Autumn Blaze Maple
Acer x freemanii 'Armstrong' / Armstrong Freeman Maple
Gymnocladus dioica / Kentucky Coffee Tree
Tilia americana 'Redmond' / Redmond American Linden
Ulmus x 'Morton Glossy' / Triumph Elm
Ulmus x 'New Horizon' / New Horizon Elm





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LANDSCAPE ENLARGEMENT

REVISIONS

REG JOB No. 3042.00
REG PM ASZ
START DATE 02-02-23
SCALE 1" = 20'

SHEET
L-3
L-6

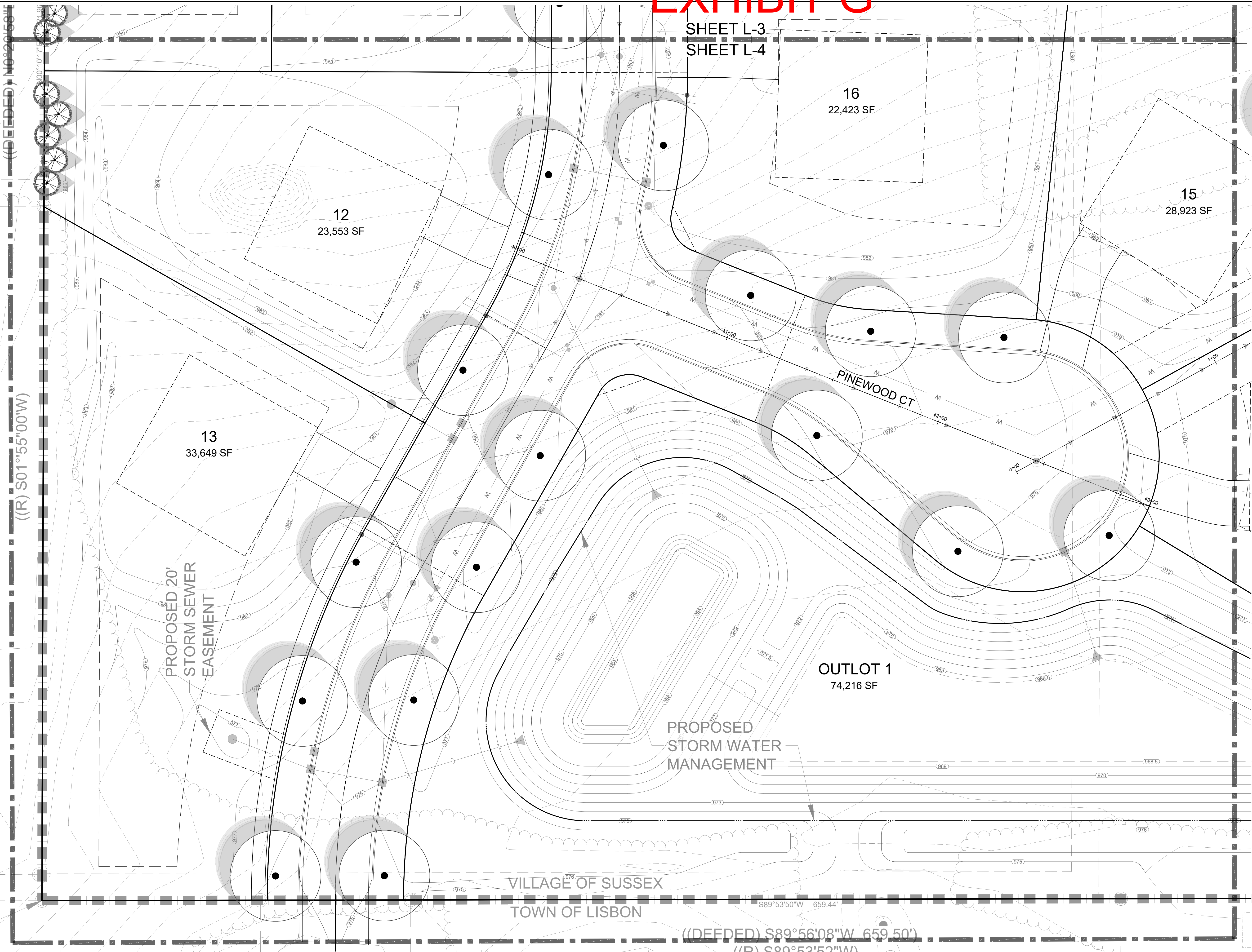
EXHIBIT G

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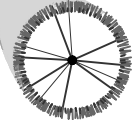
DESIGNED: DUB

DRAFTED: SAT

REVIEWED: SAT



CONCEPT PLANT KEY



EVERGREEN TREE
Juniperus chinensis 'Iowa' / Iowa Juniper
Picea glauca 'Densata' / Black Hills Spruce
Pinus strobus / White Pine

STREET TREES
Acer freemanii 'Autumn Blaze' / Autumn Blaze Maple
Acer x freemanii 'Armstrong' / Armstrong Freeman Maple
Gymnocladus dioica / Kentucky Coffee Tree
Tilia americana 'Redmond' / Redmond American Linden
Ulmus x 'Morton Glossy' / Triumph Elm
Ulmus x 'New Horizon' / New Horizon Elm



GRAPHICAL SCALE (FEET)

0 1" = 20' 40'

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VILLAGE OF SUSSEX, WAUKESHA CO., WI

LANDSCAPE ENLARGEMENT

REVISIONS

REG JOB No. 3042.00
REG PM ASZ
START DATE 02-02-22
SCALE 1" = 20'

SHEET
L-4
L-6

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PRELIMINARY

LANDSCAPE ENLARGEMENT

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REVIEWED: DUB

DESIGNED: SAT

DRAFTED: SAT

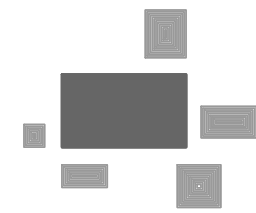
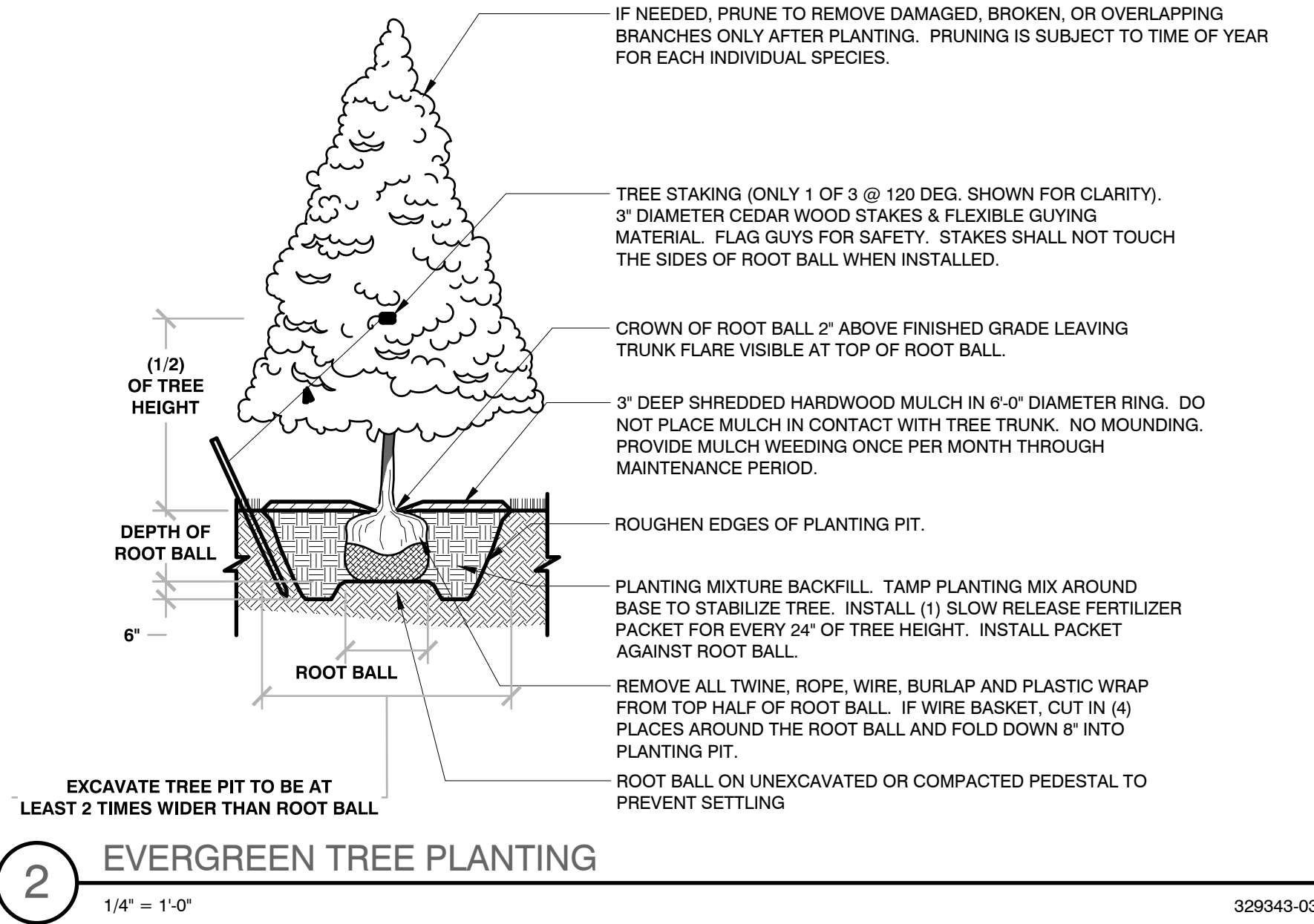
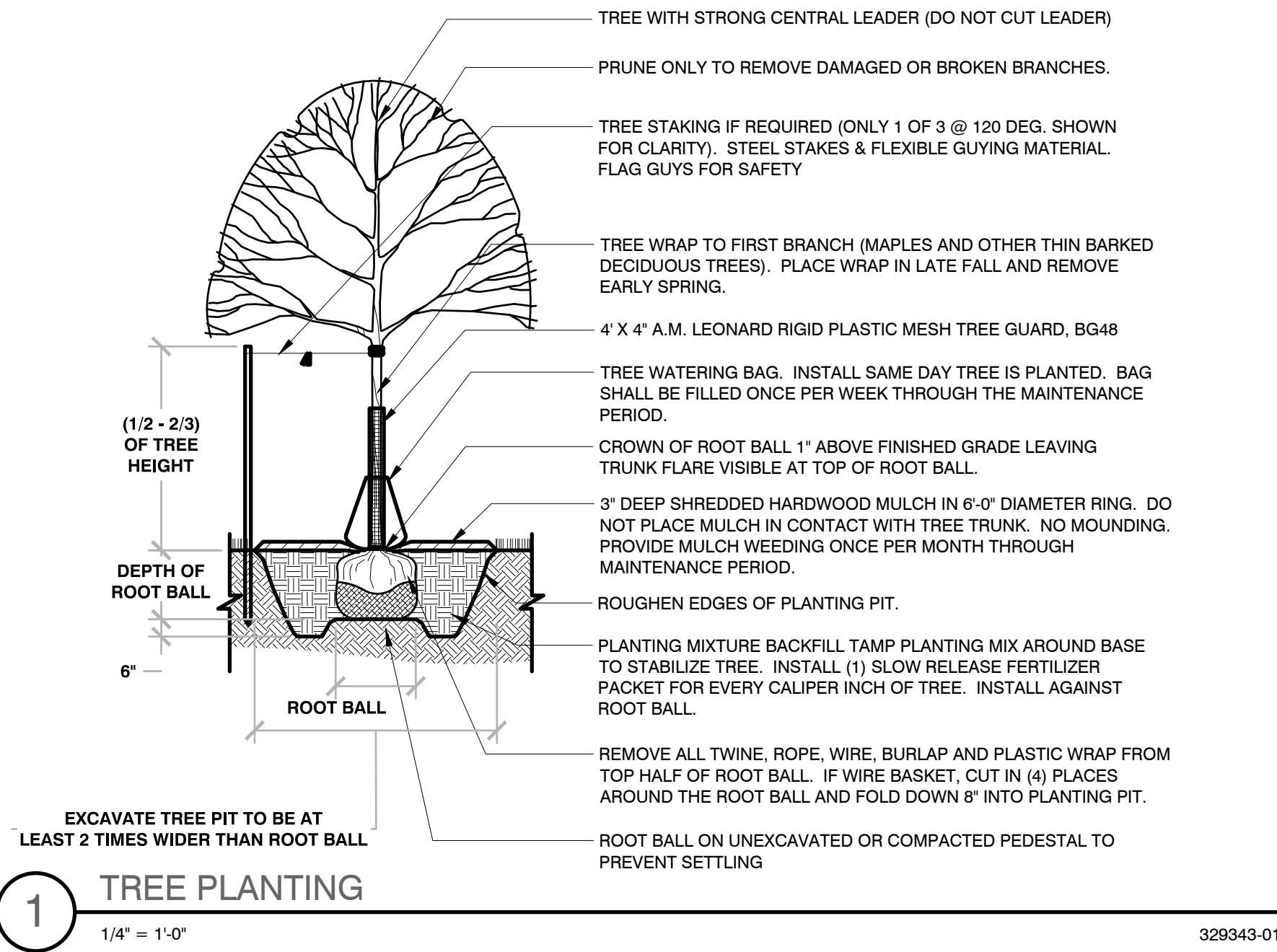
GENERAL PLANTING NOTES

- THE LAYOUT OF ALL INDIVIDUAL TREES SHALL BE STAKED BY THE CONTRACTOR IN ADVANCE OF INSTALLATION. FLAGGING, STAKES, OR PAINT MAY BE USED TO DELINEATE LOCATIONS AS SCALED FROM THE PLANS. AN APPROVED REPRESENTATIVE WILL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAKE MINOR ADJUSTMENTS AS NECESSARY.
- THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY DETERMINING THE PLANT MATERIAL QUANTITIES REQUIRED BY THE LANDSCAPE PLANS. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.
- NO PLANT MATERIAL OR PLANT SIZE SUBSTITUTIONS WILL BE ACCEPTED WITHOUT APPROVAL BY THE LANDSCAPE ARCHITECT. ANY CHANGES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO INSTALLATION.
- ALL BNB STOCK SHALL BE NURSERY GROWN IN A CLAY LOAM SOIL FOR A MINIMUM OF THREE GROWING SEASONS WITHIN 200 MILES OF PROJECT LOCATION, IN A ZONE COMPATIBLE WITH USDA HARDINESS ZONE 5A. SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION. EXISTING SOIL SHALL BE AMENDED PER SOIL ANALYSIS REPORT TO ENSURE A PROPER GROWING MEDIUM IS ACHIEVED.
- ALL PLANT MATERIAL SHALL COMPLY WITH STANDARDS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK - Z60.1 ANSI. LANDSCAPE ARCHITECT OR OWNERS AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND POTENTIALLY REJECT ANY PLANT MATERIAL DEEMED TO NOT MEET THE REQUIRED STANDARDS.
- ALL STOCK SHALL BE FREE OF DISEASES AND HARMFUL INSECTS, DAMAGE, DISORDERS AND DEFORMITIES.
- TREES SHALL HAVE SINGLE, STRAIGHT TRUNKS AND WELL BALANCED BRANCH SYSTEMS. MUTLI-STEM TREES SHALL HAVE 3-4 STRAIGHT TRUNKS AND WELL BALANCED BRANCH SYSTEMS. HEIGHT-TO-CALIPER RATIOS SHALL BE CONSISTENT WITH THE LATEST EDITION OF ANSI Z60.1.
- ROOT SYSTEMS SHALL BE LARGE ENOUGH TO ALLOW FOR FULL RECOVERY OF THE TREE, AND SHALL CONFORM TO STANDARDS AS THEY APPEAR IN THE MOST CURRENT REVISION OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1.
- BNB TREES SHALL BE DUG WITH A BALL OF SOIL, NOT SOFT BALLED OR POTTED AND SHALL BE FIRM IN THEIR ROOTBALL. ROOT BALL SHALL BE WRAPPED (WITH BIODEGRADABLE MATERIAL). THE TREE ROOT FLARE, OR COLLAR, SHALL BE AT OR WITHIN THE TOP THREE INCHES OF GRADE.
- ALL SPRING TREES MUST BE FRESHLY DUG IN THE MOST RECENT SPRING.
- ALL AUTUMN TREES MUST BE FRESHLY DUG IN THE MOST RECENT AUTUMN.
- TREES SHALL BE ALIVE, HEALTHY AND APPROPRIATELY MOIST, AT TIME OF DELIVERY. TREES SHALL BE SUBJECT TO INSPECTION FOR CONFORMITY TO SPECIFICATION REQUIREMENTS AND APPROVAL BY THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE. THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY TREES THAT DO NOT MEET THE SPECIFICATIONS OR THAT HAVE BEEN DAMAGED DURING SHIPMENT. THE LANDSCAPE INSTALLER MUST RECEIVE APPROVAL FROM LANDSCAPE ARCHITECT FOR ANY SUBSTITUTIONS OR ALTERATIONS.
- ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH PLANTING DETAILS.
- WHILE PLANTING TREES, BACKFILL $\frac{2}{3}$ OF PLANTING HOLE AND WATER TREE THOROUGHLY BEFORE INSTALLING THE REMAINDER OF SOIL MIXTURE. AFTER ALL SOIL HAS BEEN PLACED INTO THE PLANTING HOLE WATER THOROUGHLY AGAIN. .
- THE CONTRACTOR MUST LABEL ALL TREES WITH THE COMMON AND BOTANICAL NAMES PRIOR TO FINAL INSPECTION.
- ALL TREES PLANTED IN TURF AREAS SHALL RECEIVE A 3" DEEP SHREDDED HARDWOOD MULCHED RING AS SHOWN IN PLANTING DETAILS.
- ALL TREE RINGS SHALL HAVE A 4" DEEP TRENCHED BED EDGE CREATED BY EITHER A FLAT LANDSCAPE SPADE OR MECHANICAL EDGER. EDGES ARE TO BE CUT CLEAN AND SMOOTH WITH A CLEAN DEFINITION BETWEEN TURF AND PLANTING AREAS.
- ALL DISTURBED AREAS WITHIN THE PROJECT SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, INCLUDING ANY IRRIGATION LINES, PRIOR TO DIGGING. CONSULT DIGGERS HOTLINE.
- TREES SHALL BE INSTALLED NO CLOSER THAN:
 - 15 FEET FROM ANY FIRE HYDRANT, DRIVEWAY, AND INTERSECTION
 - 8 FEET FROM STORM SEWER, SANITARY SEWER LATERALS, AND WATER SERVICE
- THE CONTRACTOR SHALL ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
- THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, FEES, AND LICENSES NECESSARY FOR THE INSTALLATION OF THIS PLAN.
- THE CONTRACTOR IS TO REVIEW ALL SITE ENGINEERING DOCUMENTS PRIOR TO INSTALLATION. ANY CONFLICTS MUST BE REPORTED TO THE LANDSCAPE ARCHITECT. THESE LANDSCAPE DRAWINGS ARE FOR THE INSTALLATION OF PLANT MATERIALS ONLY UNLESS OTHERWISE STATED.
- THE CONTRACTOR SHALL PROVIDE WATERING AND MAINTENANCE SERVICES FOR A PERIOD OF 60 DAYS TO ENSURE VEGETATIVE ESTABLISHMENT. UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL SUPPLY THE OWNER IN WRITING WITH ONGOING WATERING AND MAINTENANCE INSTRUCTIONS.
- PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM TIME OF OWNER ACCEPTANCE. ONLY ONE REPLACEMENT PER PLANT WILL BE REQUIRED DURING THE WARRANTY PERIOD EXCEPT IN THE EVENT OF FAILURE TO COMPLY WITH THE SPECIFIED REQUIREMENTS.
- THE CONTRACTOR IS RESPONSIBLE TO CONDUCT A FINAL WALK THROUGH WITH THE LANDSCAPE ARCHITECT AND OR OWNERS REPRESENTATIVE TO ANSWER QUESTIONS, PROVIDE INSTRUCTIONS, AND ENSURE THAT PROJECT REQUIREMENTS HAVE BEEN MET.

SOIL PLACEMENT NOTES

- LOOSEN SUBGRADE TO A MINIMUM DEPTH INDICATED IN PLANTING NOTES USING A CULTI-MULCHER OR SIMILAR EQUIPMENT, AND REMOVE STONES MEASURING OVER 1-1/2 INCHES IN ANY DIMENSION, STICKS, RUBBISH AND OTHER EXTRANEIOUS MATTER. AREAS ADJACENT TO WALKS AND PAVEMENT SHALL BE FREE OF EXCESS STONE AND PAVING MATERIALS SO AS TO PROVIDE AN UNINTERRUPTED CROSS SECTION OF SOIL.
- THOROUGHLY BLEND PLANTING SOIL MIX FOR PLANTING BED AREAS. (1 PART EXISTING SOIL, 1 PART TOPSOIL, 1 PART ORGANIC SOIL AMENDMENT, 2.9 POUNDS PER CUBIC YARD OF 4-4-4 ANALYSIS SLOW-RELEASE FERTILIZER)
- TREE HOLES SHALL BE FILLED WITH A PREPARED PLANTING MIXTURE OF 1 PART TOPSOIL, 2 PARTS PLANTING SOIL MIX.
- SPREAD SOIL AND SOIL AMENDMENTS TO DEPTH INDICATED ON DRAWINGS, BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. (FINISH GRADE OF PLANTING BEDS SHALL BE 3" BELOW ALL ADJACENT SURFACES.
- DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
- FINISH GRADING: GRADE SOIL TO A SMOOTH, UNIFORM SURFACE PLANE WITH A LOOSE, UNIFORMLY FINE TEXTURE.
- ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
- RESTORE PLANTING BEDS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING AND BEFORE PLANTING.

EXHIBIT G



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GOLDEN FIELDS OF SUSSEX
VILLAGE OF SUSSEX, WAUKESHA CO., WI

LANDSCAPE NOTES &
DETAILS

REVISIONS

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—	—	—	—
—	—	—	—
—	—	—	—

REG JOB No. 3042.00
REG PM ASZ
START DATE 02-02-23
SCALE VARIES

SHEET
L-5
L-6

EXHIBIT G

EXISTING TREE KEY

- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- ⊕ EXISTING DECIDUOUS TREE TO BE REMOVED
- ⊗ EXISTING EVERGREEN TREE TO BE REMOVED
- ★ DENOTES TREE REMOVAL IN CHART

TOTAL TREES ON-SITE - 209

TOTAL CALIPER INCHES ON-SITE = 3,415

TOTAL TREES TO BE REMOVED - 113

REQUIRED MITIGATION - 994 CAL INCHES (SEE BELOW)

PROPOSED ON-SITE MITIGATION - 182" (SEE SHEET L-1)

TREE SPECIES ON SITE DEEMED TO BE OF VALUE (2,225 CAL INCHES)

- ACER - MAPLE
- ARBORVITAE
- BETULA - BIRCH
- CARYA OVATA - SHAGBARK HICKORY
- PICEA - SPRUCE
- PINUS - PINE
- QUERCUS - OAK

TOTAL CALIPER INCHES OF "TREES OF VALUE" RATED IN FAIR OR BETTER CONDITION WHICH ARE BEING REMOVED AND REQUIRE MITIGATION:

INCHES BEING REMOVED: 1,216"

10% ALLOWABLE IMPACT: 222"

1216-222= 994 (REQUIRED MITIGATION)

TREE SPECIES ON SITE DEEMED TO BE OF LITTLE VALUE (1,190 CAL INCHES)

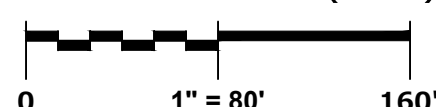
- ACER - BOXELDER MAPLE
- MORUS ALBA - MULBERRY
- MALUS - APPLE
- POPULUS - POPLAR
- PRUNUS - PLUM
- PRUNUS SEROTINA - BLACK CHERRY

TOTAL CAL INCHES OF "TREES OF LITTLE VALUE" RATED IN FAIR OR BETTER CONDITION WHICH ARE BEING REMOVED AND DON'T REQUIRE MITIGATION:

INCHES BEING REMOVED: 589"



GRAPHICAL SCALE (FEET)



TreeNumber	TreeSpecies	Diameter"	TreeCondition	SingleMultiStem
★ 1	Acer - Maple	34	Fair	Multi-Stem
★ 2	Acer - Maple	15	Good	Multi-Stem
★ 3	Acer - Boxelder	7	Good	Single Stem
★ 4	Pinus - Pine	14	Good	Single Stem
★ 5	Acer - Maple	14	Good	Multi-Stem
★ 6	Acer - Boxelder	8	Good	Single Stem
★ 7	Pinus - Pine	32	Good	Single Stem
★ 8	Pinus - Pine	19	Good	Single Stem
★ 9	Pinus - Pine	30	Good	Single Stem
★ 10	Pinus - Pine	18	Good	Single Stem
★ 11	Acer - Boxelder	6	Good	Single Stem
★ 12	Morus Alba - Mulberry	17	Good	Multi-Stem
★ 13	Pinus - Pine	20	Fair	Single Stem
★ 14	Pinus - Pine	20	Good	Single Stem
★ 15	Pinus - Pine	14	Poor	Single Stem
★ 16	Pinus - Pine	26	Good	Single Stem
★ 17	Pinus - Pine	16	Poor	Single Stem
★ 18	Pinus - Pine	20	Good	Single Stem
★ 19	Pinus - Pine	16	Fair	Single Stem
★ 20	Pinus - Pine	21	Fair	Single Stem
★ 21	Pinus - Pine	12	Fair	Single Stem
★ 22	Quercus - Oak	59	Poor	Single Stem
★ 23	Pinus - Pine	22	Fair	Multi-Stem
★ 24	Pinus - Pine	10	Poor	Single Stem
★ 25	Acer - Boxelder	10	Good	Multi-Stem
★ 26	Pinus - Pine	12	Fair	Single Stem
★ 27	Pinus - Pine	9	Poor	Single Stem
★ 28	Acer - Boxelder	11	Good	Multi-Stem
★ 29	Pinus - Pine	22	Fair	Multi-Stem
★ 30	Pinus - Pine	7	Poor	Single Stem
★ 31	Pinus - Pine	10	Excellent	Single Stem
★ 32	Pinus - Pine	14	Poor	Single Stem
★ 33	Pinus - Pine	19	Good	Single Stem
★ 34	Pinus - Pine	15	Good	Single Stem
★ 35	Pinus - Pine	16	Good	Single Stem
★ 36	Pinus - Pine	18	Good	Single Stem
★ 37	Picea - Spruce	18	Good	Single Stem
★ 38	Acer - Boxelder	10	Good	Multi-Stem
★ 39	Pinus - Pine	25	Good	Single Stem
★ 40	Pinus - Pine	18	Good	Single Stem
★ 41	Pinus - Pine	17	Good	Single Stem
★ 42	Pinus - Pine	15	Good	Single Stem
★ 43	Pinus - Pine	12	Good	Single Stem
★ 44	Pinus - Pine	15	Good	Single Stem
★ 45	Pinus - Pine	15	Good	Single Stem
★ 46	Pinus - Pine	18	Good	Single Stem
★ 47	Picea - Spruce	21	Good	Single Stem
★ 48	Picea - Spruce	13	Good	Single Stem
★ 49	Picea - Spruce	13	Good	Single Stem
★ 50	Picea - Spruce	13	Good	Single Stem
★ 51	Picea - Spruce	18	Good	Single Stem
★ 52	Picea - Spruce	11	Fair	Single Stem
★ 53	Picea - Spruce	11	Fair	Single Stem
★ 54	Arborvitae	30	Good	Multi-Stem
★ 55	Arborvitae	35	Good	Multi-Stem
★ 56	Arborvitae	13	Good	Multi-Stem
★ 57	Arborvitae	15	Good	Multi-Stem
★ 58	Arborvitae	26	Good	Multi-Stem
★ 59	Acer - Maple	35	Good	Single Stem
★ 60	Malus - Apple	7	Good	Multi-Stem
★ 61	Acer - Maple	33	Good	Single Stem
★ 62	Betula - Birch	26	Good	Multi-Stem
★ 63	Acer - Maple	13	Fair	Single Stem
★ 64	Arborvitae	16	Good	Multi-Stem
★ 65	Arborvitae	6	Good	Multi-Stem
★ 66	Acer - Boxelder	6	Good	Single Stem
★ 67	Pinus - Pine	22	Fair	Single Stem
★ 68	Pinus - Pine	16	Fair	Single Stem
★ 69	Pinus - Pine	23	Good	Single Stem
★ 70	Pinus - Pine	17	Good	Single Stem
★ 71	Pinus - Pine	13	Fair	Single Stem
★ 72	Pinus - Pine	21	Poor	Single Stem
★ 73	Pinus - Pine	28	Good	Multi-Stem
★ 74	Pinus - Pine	15	Fair	Single Stem
★ 75	Pinus - Pine	17	Good	Single Stem
★ 76	Pinus - Pine	20	Good	Single Stem
★ 77	Pinus - Pine	14	Fair	Single Stem
★ 78	Pinus - Pine	13	Poor	Single Stem
★ 79	Pinus - Pine	20	Fair	Single Stem
★ 80	Acer - Boxelder	28	Poor	Multi-Stem
★ 81	Malus - Apple	13	Fair	Multi-Stem
★ 82	Prunus - Plum	30	Good	Multi-Stem
★ 83	Prunus - Plum	10	Good	Single Stem
★ 84	Prunus - Plum	12	Good	Single Stem
★ 85	Prunus - Plum	8	Good	Multi-Stem
★ 86	Prunus - Plum	11	Good	Single Stem
★ 87	Prunus - Plum	6	Good	Single Stem
★ 88	Prunus - Plum	7	Good	Single Stem
★ 89	Prunus - Plum	6	Good	Single Stem
★ 90	Prunus - Plum	6	Good	Single Stem
★ 91	Prunus - Plum	13	Good	Multi-Stem
★ 92	Prunus - Plum	6	Good	Single Stem
★ 93	Prunus - Plum	16	Good	Multi-Stem
★ 94	Prunus - Plum	7	Good	Single Stem
★ 95	Prunus - Plum	7	Good	Single Stem
★ 96	Prunus - Plum	11	Good	Multi-Stem
★ 97	Prunus - Plum	12	Good	Single Stem
★ 98	Prunus - Plum	11	Good	Single Stem
★ 99	Populus - Poplar	14	Good	Multi-Stem
★ 100	Malus - Apple	30	Good	Multi-Stem
101	Pinus - Pine	17	Fair	Single Stem
102	Prunus - Plum	11	Good	Multi-Stem
103	Populus - Poplar	9	Good	Single Stem
104	Acer - Boxelder	9	Good	Single Stem

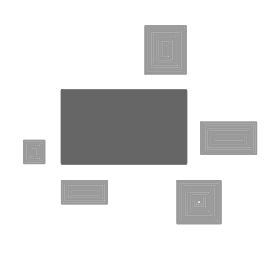
105	Acer - Boxelder	12	Good	Single Stem
106	Acer - Boxelder	10	Good	Single Stem
107	Acer - Boxelder	6	Good	Single Stem
108	Picea - Spruce	14	Fair	Single Stem
109	Picea - Spruce	15	Fair	Single Stem
110	Picea - Spruce	16	Good	Single Stem
111	Picea - Spruce	13	Fair	Single Stem
112	Picea - Spruce	13	Fair	Single Stem
113	Picea - Spruce	15	Fair	Single Stem
114	Picea - Spruce	14	Good	Single Stem
115	Picea - Spruce	15	Good	Single Stem
116	Picea - Spruce	6	Good	Single Stem
117	Picea - Spruce	15	Good	Single Stem
118	Picea - Spruce	13	Good	Single Stem
119	Picea - Spruce	13	Good	Single Stem
120	Picea - Spruce	6	Good	Single Stem
121	Picea - Spruce	17	Good	Single Stem
122	Picea - Spruce	8	Good	Single Stem
123	Picea - Spruce	13	Good	Single Stem
124	Picea - Spruce	16	Good	Single Stem
125	Picea - Spruce	20	Good	Single Stem
126	Picea - Spruce	11	Good	Single Stem
127	Picea - Spruce	13	Good	Single Stem
128	Picea - Spruce	14	Good	Single Stem
129	Picea - Spruce	18	Good	Multi-Stem
130	Picea - Spruce	13	Good	Single Stem
131	Picea - Spruce	15	Good	Single Stem
132	Picea - Spruce	15	Good	Single Stem
133	Picea - Spruce	11	Good	Single Stem
134	Picea - Spruce	11	Good	Single Stem
135	Picea - Spruce	11	Good	Single Stem
136	Picea - Spruce	14	Good	Single Stem
137	Picea - Spruce	12	Fair	Single Stem
138	Picea - Spruce	14	Fair	Single Stem
139	Picea - Spruce	16	Good	Single Stem
140	Picea - Spruce	11	Good	Single Stem
141	Picea - Spruce	16	Good	Single Stem
142	Picea - Spruce	11	Fair	Single Stem
143	Picea - Spruce	16	Good	Single Stem
144	Picea - Spruce	12	Good	Single Stem
145	Picea - Spruce	17	Good	Single Stem
146	Picea - Spruce	13	Good	Single Stem
147	Picea - Spruce	17	Good	Single Stem
148	Picea - Spruce	16	Good	Single Stem
149	Picea - Spruce	17	Good	Single Stem
150	Picea - Spruce	11	Good	Single Stem
151	Picea - Spruce	17	Good	Single Stem
152	Picea - Spruce	16	Good	Single Stem
153	Picea - Spruce	16	Fair	Single Stem
154	Picea - Spruce	13	Fair	Single Stem
155	Picea - Spruce	17	Fair	Single Stem
156	Picea - Spruce	13	Good	Single Stem
157	Picea - Spruce	16	Good	Single Stem
158	Picea - Spruce	20	Good	Single Stem
159	Acer - Boxelder	18	Good	Multi-Stem
160	Acer - Boxelder	35	Good	Multi-Stem
161	Acer - Boxelder	6	Good	Single Stem
162	Acer - Boxelder	35	Fair	Multi-Stem
163	Acer - Boxelder	6	Fair	Single Stem
164	Acer - Boxelder	15	Good	Single Stem
165	Acer - Boxelder	12	Good	Single Stem
166	Acer - Boxelder	12	Good	Single Stem
167	Acer - Boxelder	10	Fair	Single Stem
168	Acer - Boxelder	28	Fair	Multi-Stem
169	Acer - Boxelder	7	Good	Single Stem
170	Acer - Boxelder	20	Good	Multi-Stem
171	Acer - Boxelder	11	Poor	Single Stem
172	Acer - Boxelder	9	Good	Single Stem
173	Prunus Serotina - Black Cherry	25	Fair	Single Stem
174	Acer - Boxelder	39	Fair	Multi-Stem
175	Acer - Boxelder	6	Good	Single Stem
176	Acer - Boxelder	16	Good	Single Stem
177	Acer - Boxelder	12	Good	Single Stem
178	Acer - Boxelder	11	Poor	Single Stem
179	Acer - Boxelder	9	Fair	Single Stem
180	Acer - Boxelder	8	Fair	Single Stem
181	Prunus Serotina - Black Cherry	22	Good	Single Stem
182	Acer - Boxelder	10	Good	Single Stem
183	Acer - Boxelder	15	Good	Single Stem
184	Acer - Boxelder	11	Good	Single Stem
185	Acer - Boxelder	16	Good	Single Stem
★ 186	Prunus Serotina - Black Cherry	17	Good	Single Stem
187	Acer - Boxelder	6	Fair	Single Stem
188	Acer - Boxelder	22	Good	Multi-Stem
★ 189	Prunus Serotina - Black Cherry	23	Good	Single Stem
★ 190	Acer - Boxelder	34	Good	Multi-Stem
★ 191	Acer - Boxelder	16	Fair	Single Stem
★ 192	Acer - Boxelder	32	Fair	Multi-Stem
193	Acer - Boxelder	35	Good	Multi-Stem
194	Quercus - Oak	41	Excellent	Single Stem
★ 195	Acer - Boxelder	49	Good	Multi-Stem
★ 196	Malus - Apple	49	Good	Multi-Stem
197	Prunus Serotina - Black Cherry	22	Good	Single Stem
198	Acer - Boxelder	12	Good	Single Stem
199	Prunus Serotina - Black Cherry	27	Good	Single Stem
★ 200	Malus - Apple	13	Good	Single Stem
★ 201	Carya Ovata - Shagbark Hickory	6	Good	Single Stem
202	Carya Ovata - Shagbark Hickory	22	Excellent	Single Stem
★ 203	Quercus - Oak	48	Good	Multi-Stem
★ 204	Acer - Boxelder	6	Good	Single Stem
205	Betula - Birch	11	Excellent	Single Stem
206	Betula - Birch	11	Excellent	Single Stem
207	Betula - Birch	12	Excellent	Single Stem
208	Betula - Birch	11	Excellent	Single Stem
★ 400	Pinus - Pine	17	Good	Single Stem

REVISIONS

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

REC JOB No.	3042.00
REC PM	ASZ
START DATE	02-02-23
SCALE	1"=80'

SHEET	L-6
SHEET	L-6



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TREE PROTECTION AND MITIGATION PLAN



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Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

MEMORANDUM

To: Village Board
From: Jennifer A Moore, Village Clerk
Re: Appointment of Election Inspectors, Term 2022-2023
Date: March 22, 2023

The following individuals have indicated that they would like to be appointed as Election Inspectors for the upcoming two year term 2022-2023.

Please note that those individuals with a "R" or "D" after their name have been nominated by the Republican or Democratic Party.

<u>First Name</u>	<u>Last Name</u>	<u>Address</u>	<u>City</u>
Brian	Thompson	W245N5933 Maris Ct	Sussex
Robert	Fourness	N242W6297 Oak Dr	Sussex
Lynn	Rowicki	N77W229455 S Coldwater Cir	Sussex
Cathy	Henk	N65W23427 Elm Dr	Sussex
Donna	Goetsch	N50W25093 William Dr	Pewaukee