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**AGENDA PUBLIC WORKS COMMITTEE  
VILLAGE OF SUSSEX  
6:00 P.M. TUESDAY, AUGUST 5, 2025  
SUSSEX CIVIC CENTER- VILLAGE BOARD ROOM 2<sup>nd</sup> FLOOR  
N64W23760 MAIN STREET**

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

1. Roll call.
2. Consideration and possible action on minutes of the June 3, 2025 Public Works meeting.
3. Consideration and possible action on bills for payment.
4. Consideration and possible action on Sidewalk and Street Items:
  - A. State/Municipal Agreement for Carbon Reduction Program Projects for Corky Curtis Trail, CTH K to Sussex Preserve.
5. Consideration and possible action on Utility Items:
  - A. Increasing water rates by 3%.
  - B. Well 5 Variable Frequency Drive (VFD) Replacement.
  - C. Storm Water Management Practices Maintenance Agreement with Maple Avenue Elementary School.
6. Consideration and possible action on Other Public Works Items:
  - A. Village of Sussex Consent to Assignment to GFL Solid Waste Midwest LLC.
  - B. Resolution No. 25-09, A Resolution for the Acceptance of Improvements for the Golden Fields Subdivision.
7. Staff report, updates, and possible action regarding subdivision, developments, and projects:
  - A. Engineer's Report.
  - B. Annual Intern Presentation.
8. Other discussions for future agenda topics.
9. Adjournment.

Scott Adkins  
Chairperson

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Katherine Gehl  
Assistant Village Administrator

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

**VILLAGE OF SUSSEX  
SUSSEX, WISCONSIN**

**Minutes of the Public Works Committee of  
June 3, 2025**

**1. Roll Call:**

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

Members present: Trustee Scott Adkins, Trustee Lee Uecker, Trustee Ben Jarvis, and Member John Gorman

Members absent: None

Also present: Assistant Village Administrator Katherine Gehl, Village Administrator Jeremy Smith, Village Engineer/Public Works Director Judith Neu, Assistant Director of Public Works Jon Baumann, Village Clerk Jennifer Boehm, and Village President Anthony LeDonne

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

**2. Consideration and possible action on minutes:**

A motion by Uecker, seconded by Gorman to approve May 6, 2025 meeting minutes as presented.

Motion carried 4-0

**3. Consideration and possible action on bills for payment:**

A motion by Uecker, seconded by Jarvis to recommend to the Village Board approval of bills for payment in the amount of \$1,222,019.56.

Motion carried 4-0

**4. Consideration and possible action on Sidewalk and Street Items:**

None

**5. Consideration and possible action on Utility Items:**

**A. 2024 CMAR Resolution**

Jon Baumann gave a brief review of the 2024 CMAR report.

A motion by Adkins, seconded by Jarvis to recommend to the Village Board to approve the 2024 CMAR Resolution.

Motion carried 4-0

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

None

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

Judith Neu addressed issues that customers are having with GFL. She is working with GFL leadership to resolve the problem.

**8. Other discussion for future agenda topics:**

No July meeting

**9. Adjournment**

A motion by Adkins, seconded by Uecker to adjourn the meeting at 6:14p.m.

Motion carried 4-0

Respectfully submitted,  
Jennifer Boehm  
Village Clerk

DRAFT

## PUBLIC WORKS COMMITTEE

## BILLS FOR PAYMENT

8/1/2025

VENDOR	AMOUNT		%COMPLETED	NOTES
CEDAR CORPORATION	\$ 495.00	VILLAGE PARK PROJECTS - PROF. SERV. THRU 6/14/25	126%	PRE-PAID DUE TO MTG TIMING
GESTRA	\$ 888.00	2025 PARKING LOTS REHABILITATION	39%	PRE-PAID DUE TO MTG TIMING
LALONDE CONTRACTORS, INC	\$ 862,917.65	2025 ROAD PROGRAM	31%	PRE-PAID DUE TO MTG TIMING
PARKING LOT MAINTENANCE, INC	\$ 221,246.07	2025 PARKING LOTS REHABILITATION	44%	PRE-PAID DUE TO MTG TIMING
POWRTEK ENGINEERING, INC	\$ 998.20	EMERGENCY GENERATORS DESIGN	88%	PRE-PAID DUE TO MTG TIMING
R A SMITH	\$ 40,761.50	2025 PARKING LOTS REHABILITATION	29%	PRE-PAID DUE TO MTG TIMING
TROTTER AND ASSOCIATES	\$ 10,827.50	2025 WPCF UPGRADES (INSPECTION CONTRACT)	38%	PRE-PAID DUE TO MTG TIMING
NICHOLAS & ASSOCIATES, INC	\$ 481,408.00	THE RIDGE & PARKS MAINTENANCE FACILITY	11%	
WIL-SURGE ELECTRIC, INC	\$ 74,324.65	EMERGENCY GENERATORS DESIGN	53%	
NEW BERLIN GRADING, INC	\$ 120,700.11	VILLAGE PARK STORMWATER POND	33%	
PARKING LOT MAINTENANCE, INC	\$ 136,004.99	PARKING LOTS	55%	
SABEL MECHANICAL	\$ 234,443.72	2025 WPCF UPGRADES	19%	
LALONDE CONTRACTORS INC	\$ 444,207.14	2025 ROAD PROGRAM	37%	
AYRES	\$ 1,075.00	2025 WISLR ROAD RATINGS	25%	
GESTRA	\$ 92.00	2025 ROAD AND PARKING LOT PROGRAM PROJECT	39%	
Total	<b>\$ 2,630,389.53</b>			



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## MEMORANDUM

To: Public Works Committee  
From: Judith A. Neu, Village Engineer  
Date: July 7, 2025

**Re: State-Municipal Agreement: Corky Curtis Trail, CTH K to Sussex Preserve**

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In June 2024, we applied for a Carbon Reduction Program (CRP) grant for the Corky Curtis Trail from Executive Drive / CTH K to the Sussex Preserve Subdivision. This ½ mile trail will include sidewalk along CTH K from Executive Drive to the existing path at Sussex IM Industrial site, and a Boardwalk through the wetland from the north side of the Sussex IM Industrial site to the existing trail in Sussex Preserve. Our project was selected for funding under this program and we are incredibly fortunate to get this 80% grant.


The estimated cost of the project is \$2,018,276. The grant covers 80% of the construction costs up to a maximum of \$1,605,820.80, with the Village's share being \$411,455.20. These costs are conservative and if construction comes in under estimate, our share is just 20% of the actual cost. This is a reimbursement project, where we request reimbursement from the DOT periodically during the construction phase. Our share would come from unspent contingency from the road program and cash capital for right of way so no new tax levy would be necessary.

Design costs in 2026 are not covered by the grant and are expected to be about \$150,000, which would be covered by existing Cash Capital funds and some Park Impact Fees. While the design is not overly complicated, the permitting will be lengthy as much of the boardwalk will be located in or around wetland and floodplain. In addition, the federal funding for this project naturally adds a few layers of complexity. The design should be started in 2026 to provide enough time to obtain environmental approvals.

The project is scheduled for State Fiscal Year 2028, which begins July 1, 2027. This project would be bid in January 2028. Per the agreement, the project must be let (put out for bids) prior to September 30, 2028. The project must be completed by April 14, 2031, and a project completion certificate sent to DOT before that date.

The agreement requires that the new trail be available in all weather conditions, including clearing snow, therefore, unlike other trails in the Village, we will need to do snow removal on this section of trail from County Highway K to Maple. So we would treat this section like our sidewalk network and portions of this section are already on sidewalk where snow removal occurs.

This project allows the Village to complete the Corky Curtis trail at 20% of the cost and it is amazing for Sussex to qualify and receive this funding. Staff recommends that the Committee recommend approval of the State Municipal Agreement to the Village Board.

 <p><b>STATE/MUNICIPAL AGREEMENT FOR CARBON REDUCTION PROGRAM (CRP) PROJECTS</b></p> <p>Subprogram #: 206</p> <p>Program Name: CRP</p>	<p>Date: June 26, 2025</p> <p>I.D.: 2713-05-01/71</p> <p>WisDOT UEI#: CBE4JHP1S8H7</p> <p>Project Sponsor UEI #: <b>TBD</b></p> <p>FAIN ID: TBD</p> <p>Project Title: V SUSSEX, CORKY CURTIS TRAIL</p> <p>Location/Limit: CTH K TO SUSSEX PRESERVE SUBDIV</p> <p>Project Length (if applicable):</p> <p>Project Sponsor: Village of Sussex</p> <p>County: Waukesha</p> <p>MPO Area (if applicable): Milwaukee</p>
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The signatory, the **Village of Sussex**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State or WisDOT, to initiate and effect the transportation project hereinafter described.

Authority for the State to enter into this agreement are Wis. Stats. §§ 84.03 and 85.02 in accordance with 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), in the Code of Federal Regulations.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Wis. Stats. §§ 86.25 and 66.0301.

#### NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Roadway/Equipment:** The traffic volumes on CTH K and the lack of shoulders on Maple Ave also makes this route feel less safe for pedestrians and bicyclists. The Corky Curtis Trail is one of many trails in the Village that are linked to the Bugline Recreation Trail which extends from North Lake through Merton, Sussex, Lisbon and Lannon to the heart of Menomonee Falls. The only current connection from the Bugline to the intersection of K and 164 is via 2 miles of sidewalk along the STH 164 corridor. STH 164 carries over 20,000 vehicles/day in this section while CTH K carries about 12,000 vehicles/day.

**Proposed Improvement:** The proposed project will construct a 1/4-mile-long bicycle/pedestrian trail/boardwalk along the headwaters of the Pewaukee River from the existing trail located 2100 feet east of STH 164 along CTH K and 700 feet north of CTH K (Sussex IM Industrial site) to the existing trail located south and east of Peppertree Drive S in the Sussex Preserve subdivision. Also construct a 1/4-mile-long public sidewalk along CTH K from Executive Drive west to the existing Trail located west of the Pewaukee River on an easement on the Sussex IM property (N52W24500 Lisbon Road (CTH K)).

Non-participating work includes work included in the project and other work necessary to finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements.

The Project Sponsor agrees to the following State Fiscal Year 2025-2028 Supplemental CRP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$1,605,820.80** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$1,605,820.80** federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

No DBE goal shall be assigned unless requested by the sponsor and approved by WisDOT or assigned by WisDOT. Has a DBE goal been assigned? ☒ No ☐ Yes, the DBE goal is \_\_\_\_\_.

**State Fiscal Year 2025-2028 Supplemental CRP project funding may only be used for 2025-2028 Supplemental projects.**

**Project Award date: April 14, 2025**

This project is currently scheduled in State Fiscal Year **2028**.

**Sunset Date: April 14, 2031**

The subject project must be Let for construction prior to September 30, 2028. Failure to meet this deadline may result in the forfeiture of the awarded CRP funding.

The subject project must be completed by April 14, 2031, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.



SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>ID 2713-05-01</b>					
Design Review #	\$10,000.00	\$0.00	0%	\$10,000.00	100%
<b>ID 2713-05-71</b>					
Participating Construction	\$1,992,276.00	\$1,593,820.80	80%*	\$398,455.20	20%*
Participating Construction Review #	\$15,000.00	\$12,000.00	80%*	\$3,000.00	20%*
Non-Participating Construction	\$1,000.00		N/A		100%
<b>Total Est. Cost Distribution</b>	<b>\$2,018,276.00</b>	<b>\$1,605,820.80</b>	<b>MAX*</b>	<b>\$411,455.20</b>	<b>N/A</b>

\*This project has a CRP federal funding maximum of **\$1,605,820.80**. This maximum is cumulative for all federally funded project phases.  
 # Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal funding.

This request is subject to the terms and conditions that follow (pages 3–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and on behalf of: <b>Village of Sussex</b> (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the <b>State of Wisconsin</b> (please sign in blue ink)		
SE Region Planning Chief		
Name	Title	Date

#### GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All applicable DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the CRP Program, including but not limited to [23 USC, Section 503\(c\)\(4\)\(E\)](#), 23 U.S.C. 175(c), and all applicable federal laws.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
- a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
  - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

#### **STATE RESPONSIBILITIES AND REQUIREMENTS:**

5. Funding for the project is subject to inclusion in Wisconsin’s approved Carbon Reduction Program. Federal funding for approved projects will be limited to participation in the costs of the following items, as applicable to the project:
- a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
  - f. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.
  - g. State Review Services for construction and procurement.
  - h. Other CRP items as enumerated in the approved application and determined during design.
6. Project items purchased with federal funding are for the primary use of the CRP project.
7. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

#### **PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades, or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Real estate for the improvement.
  - h. Preliminary Engineering.
  - i. State Review Services for Design.
  - j. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - k. Other 100% Project Sponsor funded items as determined through design.
9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to, 23 U.S.C. 175(c) and all applicable federal laws.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. § 66.0901. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities

working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.

13. The Project Sponsor, in accordance with the project scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The project will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project not constructed to standards will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions. Revisions done without prior WisDOT approval are not entitled to State reimbursement and shall be at the sole expense of Project Sponsor.
19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by State and Federal law and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
22. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR Part 200 subpart D.
23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

25. When applicable to the project, the Project Sponsor will, at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism, or other cause.

26. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing, and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State, and all its employees, from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted, or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project, including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

28. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

## LEGAL RELATIONSHIPS:

29. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
  - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
30. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29, in accordance with all applicable Federal and State statutory and regulatory requirements:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;

- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
  - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
  - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official, as set forth in, but not limited to, the terms described in 2 CFR 200.214.
31. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally.
32. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors, and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
33. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
34. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

## PROJECT FUNDING CONDITIONS

35. *Non-Appropriation of Fund:* With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
36. *Maintenance of Records:* During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

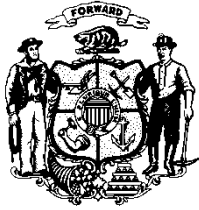
In the event that any litigation, claim, or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

37. The Project Sponsor agrees to the following State Fiscal Year 2025-2028 CRP Supplemental project funding conditions:
- a. ID 2713-05-01: Design and any related review costs are funded 100% by the Project Sponsor. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
  - b. ID 2713-05-71: Construction:
    - i. Costs for construction of the Corky Curtis Trail and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
    - ii. Non-participating costs for non-participating construction items and any related review costs are funded 100% by the Project Sponsor. Costs include construction delivery and review.
  - c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$1,605,820.80** is cumulative for all federally funded project phases.
38. Federal Inactive List: Once a project has received its authorization to incur costs letter until the completion of the project, reimbursement requests must be submitted periodically. Failure to submit reimbursement requests may result in the project being placed on a federal inactive list and therefore, risks losing federal funding. As such, reimbursement requests should be submitted quarterly to indicate continued activity on the project.

[End of Document]





# Public Service Commission of Wisconsin

Summer Strand, Chairperson  
Kristy Nieto, Commissioner  
Marcus Hawkins, Commissioner

4822 Madison Yards Way  
P.O. Box 7854  
Madison, WI 53707-7854

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July 18, 2025

Village Of Sussex Water Public Utility  
N64 W23760 Main Street  
Sussex, WI 53089-3120

Re: Simplified Rate Case Outreach

Utility: 5835

To Whom It May Concern:

To help ensure that Wisconsin water utilities provide safe, reliable, environmentally responsible, and affordable water service in a sustainable manner, the Public Service Commission (Commission) establishes customer rates and tariffs and monitors the financial integrity of water utilities.

This year, Commission staff reviewed the rate case history of water utilities using data from the water tariff database and PSC Annual Reports to identify utilities that are eligible for a simplified rate case (SRC).

**This letter notifies Village Of Sussex Water Public Utility (Utility) that Commission staff has determined that the Utility is eligible for an SRC.** An SRC is a simple and convenient way to adjust rates that accounts for inflationary increases to maintain revenue continuity. An SRC helps sustain a utility's financial health and avoid significant rate hikes for customers.

## **About the SRC Process**

Commission staff encourages the Utility to apply for a rate increase through an SRC. An SRC is a streamlined process for adjusting water rates that is available to municipal utilities that meet certain specific criteria. Eligibility is assessed based on historical and current financial criteria, including rate case frequency and the Commission's current [benchmark rate of return](#).

An SRC provides an inflationary increase to public fire protection and general service rates that helps utilities maintain revenue continuity. The current rate increase factor is 3 percent.

The SRC process includes an application and a notice to customers but does not require a public hearing. Commission staff typically processes an SRC application within 30 days after it is submitted. The rates can be made effective 45 or more days after the application is submitted.

### **How to Apply for an SRC**

The SRC application is easy to complete. Requests for rate applications may be made on the Commission website using the following link: [Simplified Rate Case Application \(SRC\)](#).

Commission staff is available to assist the Utility in moving forward with an SRC and welcomes the opportunity to discuss any questions. Additional information about the SRC process and eligibility requirements is available on the Commission website: [PSC Simplified Rate Case - Water Utility](#).

Please direct your questions to Erik Lindgren at [erik.lindgren@wisconsin.gov](mailto:erik.lindgren@wisconsin.gov) or by phone at (608) 261-9402.

Sincerely,

A handwritten signature in black ink, appearing to read 'A.P. Galvin', followed by a long horizontal flourish.

Andrew P. Galvin  
Administrator  
Division of Water Utility Regulation and Analysis

APG:EA:rgs

## Simplified Rate Case Application - Water Class C

5835 - Village of Sussex Water Public Utility

**Note:** this application is not officially submitted until it is uploaded to the Commission's Electronic Records Filing System.

Public Service Commission of Wisconsin

(filing this form out is in accordance with Wis.Stat196.193)

PO Box 7854

3011(1/1/2020)

Madison WI 53707-7854

Preparer Name: **Taylor Walls**

Preparer Phone Number: **262-246-5225**

Preparer Email Address: **twalls@sussexwi.gov**

Date Application will be filed with the PSC: **09/10/2025**

**Notice** Date to be Mailed/Published: **09/10/2025**

Newspaper Name: **MJS**

**Community**

**Now**

Rate Effective Date: **01/01/2026**

	Annual Report Information	Page	
1	Total Sales of Water	W-1	\$2,987,420
2	Rate Increase Factor		3.0%
3	Line 1 * Line 2		\$89,623
4	Net Operating Income (Operating Revenues - Operating Expenses)	W-1	\$212,311
5	Adjusted Total Operating Income (Line 3 + Line 4)		\$301,934
6	Average Net Rate Base - Water Utility	F-23	\$17,201,276
7	Line 5 / Line 6		1.8%
8	<b>Test 1 - Financial Eligibility Qualifies *</b>		<b>Yes</b>
9	Adjusted Operating Income (Line 5)		
10	Total Operation & Maintenance (O&M) expense (600 and 900 accounts only)		
11	Line 9 / Line 10		
12	<b>Test 2 - Financial Eligibility Qualifies **</b>		

\* Eligible if line 7 <= 6.20%

\*\* Eligible if line 11 <= 6.0%

### History Check

Effective Date of the Last Full Rate Case: **12/26/2019**

Rates from last full rate case have been in effect for at least one full calendar year and the current annual report has been filed. **Yes**

If Class AB, it has been 5 years or less since the last full rate case. **NA**

Effective Date of the Last SRC: **06/29/2018**

Rates from the last SRC have been in effect for one year (12 months). **Yes**

### Water Meter Rates

5/8" meter rate at the last full rate case: **13.00**

Current 5/8" meter rate: **13.00**

If Class C or D, current rate is less than 40% higher than the last full rate case. **Yes**

5/8" meter rate percent increase since last full rate case: **0.00%**

## **Notice of Rate Increase**

### **Water Customers of the Village of Sussex Water Public Utility**

This is to give you notice that the Village of Sussex Water Public Utility will file an application on September 10, 2025, with the Public Service Commission of Wisconsin (PSC), for authority to increase water rates. Rates for general service will increase 3.0 percent. The increase is necessary to reduce the existing deficiency in present rates. The request is being made under Wis. Stat. 196.193. Rate increases granted under this statute do not require a public hearing. The effect of the increase for some selected customers is shown below. Public Fire Protection and Wholesale rates (if applicable) will also increase 3.0 percent.

<b>Customer Classification</b>	<b>Meter Size</b>	<b>Gallons</b>	<b>Existing Monthly Rate</b>	<b>Revised Monthly Rate</b>
Average Residential	5/8	4,000	\$31.20	\$32.15
Multifamily	2	30,500	\$178.78	\$184.25
Commercial	1	19,300	\$113.82	\$117.30
Industrial	4	286,700	\$1,454.49	\$1,499.12
Public Authority	1 1/2	51,700	\$271.24	\$279.55

Village of Sussex Water Public Utility anticipates that this rate increase will go into effect on January 1, 2026. If you have any questions about the rate increase request, call the Village of Sussex Water Public Utility at (262) 246-5224.



N64W23760 Main Street  
Sussex, Wisconsin 53089  
Phone (262) 246-5200  
info@sussexwi.gov  
villagesussex.org

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**Date:** 7/22/2025  
**To:** Public Works Committee  
**From:** Jon Baumann, Assistant Public Works Director  
**Subject:** Well 5 VFD (Variable Frequency Drive)

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The VFD (Variable Frequency Drive) for Well 5 is a critical component to the operation of the well. VFD controls the motor speed and monitors the motor condition. Due to the age and the above normal operating temperature of the existing VFD we have determined it would be in the best interest of the utility to replace it before we experience catastrophic failure. The VFD that the water utility has had quoted is an ABB, ACQ580, 200HP free standing cabinet drive. ABB VFD's have been very reliable and are both water and sewer utilities preferred brands. ABB has a manufacturing facility right in New Berlin, WI and a service team (JMB & Associates) next door in Menomonee Falls.

Staff are recommending approval to replace the VFD at Well 5. The total cost including installation is \$32,420 with a 10% contingency for a total allocation of \$35,662. The water utility has sufficient funds in the 2025 budget to cover the costs. \$135,000 was budgeted in 2025 for Well #5 Rehab. This is a portion of that budget item.

OLD MITSUBISHI VFD/CABINET



NEW ABB VFD/CABINET





N64W23760 Main Street  
Sussex, Wisconsin 53089  
(262) 246-5200  
info@sussexwi.gov  
villagesussex.org

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**Date:** June 20, 2025  
**To:** Public Works Committee  
**From:** Judith A. Neu, Village Engineer / Public Works Director  
**Subject:** Maple Avenue School Driveway Project - Storm Water Management Practices Agreement

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Section 14.60 of the Municipal Code requires that Developers that are subject to the Post Construction Stormwater Management section of the code enter into an agreement with the Village setting forth the long-term maintenance requirements for the facilities. These agreements typically go through Plan Commission and Village Board along with the Developers' Agreement and Plat. Because there is no Plat or Developers' Agreement for this project, this storm water agreement needs to be approved separately. The storm water practices at Maple Avenue School, W240N6059 Maple Avenue, will be owned and maintained by the property owner. The agreement follows standard format used in our typical stormwater agreements. The Village has the right to maintain the facilities and to charge the owner for any costs incurred if the owner fails to maintain the stormwater facilities in good working condition.

Staff recommends that the Public Works Committee recommend approval of the Maple Avenue School Driveway Project Storm Water Maintenance Practices Agreement to the Village Board.

STORM WATER MANAGEMENT PRACTICES  
MAINTENANCE AGREEMENT

Document Number

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Hamilton School District hereinafter called the "Owner", and the Village of Sussex, hereinafter called the "Village".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the Village of Sussex, County of Waukesha County, State of Wisconsin, to-wit:

That part of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section No. 27, Town 8 North, of Range 19 East, Town of Lisbon (now Village of Sussex), Waukesha County, Wisconsin, bounded and describe as follows: Commencing at the East one quarter corner of Section 27, Town 8 North, Range 19 East; thence North 0°57' East 778.24 feet along the former village limits; thence North 89°44' West 1311.33 along the former village limits; thence South 1°16' West, 778.24 feet along the present village limits; thence south 89°44' East 1315.64 feet to the East one quarter and the place of beginning; in the Village of Sussex, Waukesha County, Wisconsin hereinafter called the "Property"; and

WHEREAS, the Owner is developing the property; and

WHEREAS, the Site Plan, Maple Ave Elementary School Site Improvements, **Exhibit A** hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the Village, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, the Village and the Owner, its successors and assigns, agree that the health, safety and welfare of the residents of the Village, require that on-site storm water management practices relating to runoff as defined in Chapter 14 of the Village Municipal Code be constructed and maintained on the Property; and

WHEREAS, the Village requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, in accordance with the plans and specifications approved by the Village and shown on the Plan and applicable statutes, ordinances and rules. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns shall regularly inspect the storm water management practices and specifically the function of the approved storm water management system as often as conditions require, but in any event at least once each year, which shall constitute the maintenance schedule unless more frequent maintenance is required by the Stormwater Management System Operations and Maintenance Plan (the "Maintenance Requirements"), attached to this Agreement as **Exhibit B** and by this reference made a part hereof, including such revisions as may be made thereto from time to time by the Village Engineer or the Village Board. The Inspection Reports attached to this agreement as **Exhibit C** and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to the bioretention basin and its associated underdrain, outlet control structure, inspection port, engineered soil, inlet swales and berm; and the dry basin with its associated end

Recording Area

Name and Return Address

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

SUXV0249965

Parcel Identification Number (PIN)



wall structures, culverts, rip rap dissipation, private storm sewer facilities, and access roads. All inspection reports shall be retained for a period of 7 years by the Owner with copies provided to the Village annually.

3. The Owner, its successors and assigns shall adequately maintain the storm water management practices, including but not limited to all pipes and channels outside of public rights-of-way built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water, the Bioretention Basin, and the Dry Detention Basin. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with Stormwater Management System Operations and Maintenance Plan, the "Maintenance Requirements," attached as Exhibit B, including such revisions as may be made thereto from time to time by the Village Engineer or the Village Board.
4. The Owner, its successors and assigns hereby grant permission, but not the obligation, to the Village, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the Village deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints, and to determine whether the storm water management practices are being maintained and operated in accordance with this Agreement. If the Village exercises this authority, the Village shall provide the Owner, its successors and assigns copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within 30 days or a reasonable timeframe as established by Village Engineer unless otherwise required by the Village Engineer for public safety or wellness.
5. In addition to, and not to the exclusion or prejudice of other remedies available to the Village, if the Owner, its successors and assigns fails to maintain the storm water management practices in good working condition, consistent with the terms of the approved plans and specifications approved by the Village and does not perform the required corrective actions and inspections in the specified time, the Village may perform the corrective actions identified in the inspection report and special charge the Owner, its successors and assigns for the cost of such work pursuant to Wisconsin Statutes Section 66.0627. This provision shall not be construed to allow the Village to erect any structure of permanent nature on the land of the Owner outside of the areas designated for storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the Village.
6. The Owner, its successors and assigns shall perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule shall be followed. The minimum amount of maintenance on the storm water management practices shall be in accordance with the Maintenance Requirements (Exhibit B) attached, if applicable.
7. In the event the Village pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns shall reimburse the Village upon demand, within thirty (30) days of receipt for all actual costs incurred by the Village hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the Village, its officers, agents and employees, and the owner agrees to indemnify and hold the Village harmless as and against any and all claims, actions, causes of action, demands, including attorney fees which the Village may incur as a result of the failure of the storm water management system and/or actions taken or not taken by the Village to enforce the terms of this agreement including, but not limited to, the performance of maintenance activities.
9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association or business landowners association that is responsible for maintenance of the storm water management practices and be recorded at the Waukesha County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association or business landowners association. The owner shall provide the Village with a copy of any document which creates a homeowners or homeowners association or business landowners association that is responsible for the storm water management practices.
10. Notwithstanding anything in this Agreement to the contrary, in the event the Owner, or the Owner's successors and assigns, sell or otherwise transfer ownership in the Property, such transfer, in addition to transferring the Property, shall transfer the custody of the Inspection and Maintenance Reports, and shall transfer the obligations of this Agreement to the new owner, and to the extent the transfer is fully consummated thereby relieves the former owner from any and all



liabilities and obligations under the terms of this Agreement. This section shall not be interpreted as relieving the Owner or its successors and assigns from any obligations to the Village that are not contained solely within this Agreement, however.

11. This Agreement may not be amended, altered or modified except by a written agreement executed by Owner and the Village. Provided, however, this provision shall not be construed to prevent the Village from amending Chapter 14 of the Village Municipal Code from time to time.

Dated this 2 day of December, 2024.

OWNER

By: Shelli Reilly

Its: Assistant Superintendent of Business Services

By: Shelli Reilly

Its: Asst. Supt. of Business Services

STATE OF WISCONSIN )

) ss.

COUNTY OF WAUKESHA )

The foregoing instrument was acknowledged before me this 2nd day of DEC, 2024, by Shelli Reilly the Assistant Superintendent of Business Services of Hamilton School District.

State of Wisconsin, County of Waukesha

My commission expires: NOV. 13, 2028

Acting in the County of Waukesha

Megan Schulz

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Grantee: Village of Sussex

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

Title: Village President

Attest:

\_\_\_\_\_  
Jennifer ~~Moore~~ Boehm

Village Clerk/Treasurer

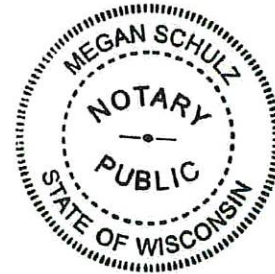
State of Wisconsin }  
                                  } ss.  
County of Waukesha }

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named \_\_\_\_\_, President of the Village of Sussex, to me known to be the person who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

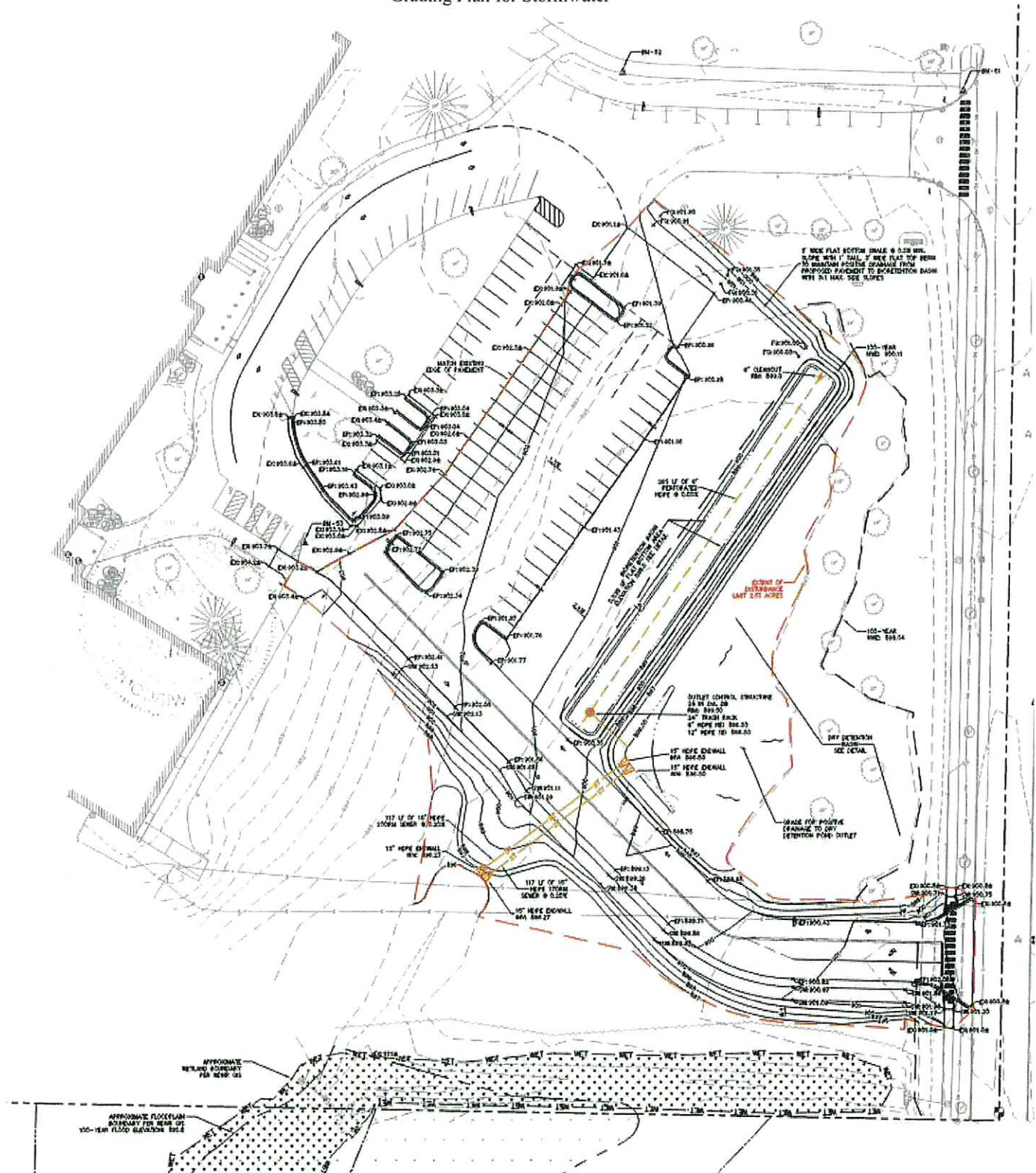
\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission: \_\_\_\_\_

This instrument was drafted by Village Administrator Judith A. Neu, based upon a form by Village Attorney John P. Macy



## MAPLE AVE ELEMENTARY SCHOOL SITE IMPROVEMENTS: Grading Plan for Stormwater



## EXHIBIT B

### STORMWATER MANAGEMENT SYSTEM OPERATION AND MAINTENANCE PLAN

The following Operation and Maintenance Plan for the project site outlines the schedule for inspection and maintenance after construction.

#### Schedule for Inspection and Maintenance:

- The entire storm water management system outside of public rights-of-way, including piping, Bioretention Basin and Dry Detention Basin will be cleaned prior to final site acceptance. Sediment and debris will be removed and disposed of in accordance with applicable local, state, and federal guidelines and regulations.
- Once initially constructed, the storm system will be inspected after storm events to confirm drainage system functionality, bank stability, and status of vegetation growth. Problems with any of these areas will be addressed immediately by the Owner. During the first six months of operation, the basins will be inspected immediately after significant storm events and cleaned to remove sediment buildup. The control structures will be inspected and repaired where sediment appears to have clogged the structure.

#### Bioretention Basin

1. A minimum of 70% soil cover made up of native vegetation must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing is highly recommended in order to enhance the establishment of native vegetation (which may take 2-3 years) and maintain the minimum native cover. To reduce competition and degradation from non-native species (i.e. weeds) within the planting establishment area it is recommended that the following maintenance actions be implemented:
  - a. In the first year, mow the planting to a height of 6" (no lower) each time the average height reaches 12". Expect to mow at least three times in the first year (June, July and early August). To prevent damage to the native plants, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering seedlings.
  - b. In the second year, mow the planting to a height of 10-12" (no lower) each time the average height reaches 24". Mowing too low in the second year of establishment can significantly set your native species back.
  - c. Burning in 3-5 year intervals may also be used to manage non-native species, woody vegetation, and increase the vigor of native plant species. Mid-spring burns (April 15 – May 15) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species. If burning is not possible, due to local restrictions or lack of fuel to carry a fire, the planting area can be mowed very closely to the ground instead (i.e. simulated burn). Prescribed burns can also be conducted in the fall (October-November) and are recommended in planting areas where forb diversity is low and warm-season grasses are overwhelming the planting area.
  - d. Any major bare areas or areas taken over by nonnative species must be controlled and reseeded. To clear the area of non-native species and cool season grasses, treat with an herbicide that contains glyphosate in accordance with manufacturer's instructions. In wetlands, an aquatic approved herbicide must be used. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. The selected seed mix should be local in origin (EPA Eco-region 5, WI Eco-region 53) and be appropriate for the site's soil type(s) and growing conditions. A companion crop of oats is recommended to reduce erosion and competition from non-native species. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of weed free mulch (<1") and staked erosion control netting to hold it in place until germination. Do not sow seed immediately following rain, when ground is too dry, or when winds are over 12 mph. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. Invasive plant species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
3. The basin and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
  - i. If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.



- ii. If the drain tile and pea gravel layer have become clogged, the stone – and possibly the soil immediately around the stone - must be replaced.
4. All outlet pipes, stone trenches and other flow control devices must be kept free of debris. Any blockage must be removed immediately.
5. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
6. Heavy equipment and vehicles must be kept off of the bottom and side slopes of infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
7. No trees are to be planted or allowed to grow on the earthen berms of the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native plants. The basin must be inspected annually and any woody vegetation removed.
8. Grass swales leading to the basin shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
9. No grading or filling of the basin or berms other than for sediment removal is allowed.
10. Periodic mowing of the grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
11. The basin shall not be used for snow storage due to adverse effects on vegetation and infiltration from chlorides and sediment in plowed snow.
12. Any other repair or maintenance needed to ensure the continued function of the infiltration basin as ordered by the Village of Sussex under the provisions listed on page 1 of this Agreement.
13. Non-Routine Maintenance
  - a. Structural Repairs and Replacement
    - i. The outlet control structure of the bioretention basin has been constructed utilizing concrete pipe. The estimated life of these structures is 75 to 100 years. Annual inspection of the structures will disclose any potential structural problems. If structural problems appear, repair or replace the outlet.
    - ii. Excessive or chronic drawdown of the basin may cause leaks or seepage through the embankments. Excessive drawdown should be avoided and thus corrective measures for leakage and seepage can be avoided.
  - b. Sediment Removal
    - i. A sediment clean out cycle of 10 to 15 years is recommended. Sediment removal may be necessary prior to 10 years if there is a substantial amount of land disturbance occurring within the contributory watershed. Annual inspections shall be made to verify that any accumulated sediment is removed from the basin.
    - ii. Sediment removed from the basin shall be hauled to an upland area, spread and stabilized with vegetative material or disposed of in accordance with Chapter NR 528 of the Wisconsin Administrative Code.
    - iii. It is recommended that the sediment be tested to determine if land filling is necessary. Contact the local DNR prior to sediment sampling and testing to insure compliance with State standards and regulations.

## Dry Detention Basin

1. Routine Maintenance
  - a. Mowing
    - i. Side slopes, embankments, and emergency spillways that are not rock lined which have been planted with turf grasses should be mowed at least twice a year to prevent woody growth and control noxious weeds.
    - ii. Adjacent to the residential areas, more frequent mowing, typically once a week during a normal growing season, is recommended for aesthetic and allergy control purposes.
  - b. Inspections
    - i. Inspections of the dry basin shall be completed on a quarterly basis or after significant rainfall events.
    - ii. The inspections should be completed during wet weather conditions to determine if the dry basin is functioning properly.
    - iii. Inspection priorities shall be as follows:
      1. Inspect the embankments for subsidence, erosion, cracking and tree growth.
      2. Inspect the condition of the emergency spillway and overland flow path.

3. Inspect the basin for accumulation of sediment.
4. Inspect the outlet control structure for clogs, debris and material failures.
5. Inspect upstream and downstream channels from an erosion perspective.
6. Inspect any modifications that may have been done to the basin following their initial construction.
7. Inspect the side slopes of the basin for erosion, slumping, cracking or woody plant materials.
- iv. As-built plans shall accompany the person responsible for the basin inspections.
- v. Documentation of the inspections should be completed and filed. Documentation should include at a minimum:
  1. Inspectors name, affiliation and professional credentials if applicable.
  2. Date, time and weather conditions.
  3. Approximate rainfall total over a 24-hour period if applicable.
  4. Existing embankment, outlet and inlet conveyance systems and vegetation condition.
  5. Sediment depth at the outlet control structure and at a minimum one other location.
  6. Identification of potential structural failures and repair needs
  7. Other basin conditions such as vegetation growth, algae growth and emergency spillway conditions.
  8. Repair recommendations.
- vi. Debris and Litter Removal
  1. Debris and litter removal from the basin surface shall be completed at least once a month.
  2. Particular attention should be paid to debris accumulating around the riser pipe to prevent potential clogging.
- vii. Erosion Control
  1. The basin side slopes, embankments and emergency spillways may suffer from periodic slumpage and erosion.
  2. Corrective measures shall include re-grading, filling and re-vegetation of the eroded or slumping areas.
  3. Rip rap at the basin outlet and emergency spillways should be inspected for displacement or undermining. Repairs shall be made upon discovery.
- viii. Nuisance Control
  1. Biological control of algae and mosquitoes is preferred over chemical control. Consultation with local WDNR officials is recommended prior to the introduction of any biological control.
  2. Maintaining the native grass perimeter will aide in the control of geese.
  3. Mechanical controls should be used when feasible.
2. Non-Routine Maintenance
  - a. Structural Repairs and Replacement
    - i. The outlet culverts of the basin have been constructed utilizing HDPE pipes. The estimate life of these structures is 50 years. Annual inspection of the structures will disclose any potential structural problems. If structural problems appear, repair or replace the outlet.
    - ii. Excessive or chronic drawdown of the basin may cause leaks or seepage through the embankments. Excessive drawdown should be avoided and thus corrective measures for leakage and seepage can be avoided.
  - b. Sediment Removal
    - i. A sediment clean out cycle of 10 to 15 years is recommended. Sediment removal may be necessary prior to 10 years if there is a substantial amount of land disturbance occurring within the contributory watershed. Annual inspections shall be made to verify that any accumulated sediment is removed from the basin.
    - ii. Sediment removed from the basin shall be hauled to an upland area, spread and stabilized with vegetative material or disposed of in accordance with Chapter NR 528 of the Wisconsin Administrative Code.
    - iii. It is recommended that the sediment be tested to determine if land filling is necessary. Contact the local DNR prior to sediment sampling and testing to insure compliance with State standards and regulations.
3. Responsible Party & Financial Funding
  - a. The responsible party for the operation, inspection and maintenance of the dry basin and the bioretention basin shall be the Hamilton School District.
  - b. It is recommended that the Hamilton School District establish a perpetual maintenance fund to insure that the basin is properly inspected, maintained and repaired.
4. Additional Considerations to Improve Basin Water Quality and Reduce Maintenance Costs
  - a. General

- i. Improper disposal of yard wastes will affect the water quality of the dry basin and may cause clogging of the outlet structure.
  - ii. Improper fertilizer and pesticide application will affect the water quality of the dry basin.
  - iii. Excess lawn watering will affect the water quality of the dry basin due to increased water runoff that may contain fertilizers and pesticides.
- b. Yard Care
  - i. It is recommended to consider routine yard care maintenance that is practical and environmentally sound.
  - ii. Refer to the U.W. Extension's "Rethinking Yard Care" for additional information.
- c. Leaves and Yard Trimmings.
  - i. It is recommended that leaves and yard trimmings be properly disposed of.
  - ii. Refer to the U.W. Extension's "Managing Leaves and Yard Trimmings" for further information.
- d. Lawn and Garden Fertilizers.
  - i. It is recommended to control fertilizer applications on lawn and gardens so as not to be detrimental to the water quality of the dry basin.
  - ii. Refer to the U.W. Extension's "Lawn and Garden Fertilizers" for further information.
- e. Lawn and Garden Pesticides
  - i. Lawn and garden pesticides may pollute surface and ground water.
  - ii. Refer to the U.W. Extension's "Lawn and Garden Pesticides" for further information.
- f. Lawn Watering
  - i. Excess lawn watering will wash pollutants into the dry basin.
  - ii. Refer to the U.W. Extension's "Lawn Watering" for further information.
- g. Lawn Weed Control
  - i. Proper turf management will lower the amount of chemicals that may runoff into the dry basin during rain events.
  - ii. Refer to the U.W. Extension's "Lawn Weed Control" for further information.

## Swales

### 1. Operation and Maintenance

- a. Inspection
  - i. Inspection should occur seasonally and after major rainfall events.
  - ii. Inspect for sediment deposition, erosion and litter.
  - iii. Nuisance conditions such as woody plant growth and mosquito breeding areas should also be identified and removed.
  - iv. If performance does not meet the design goals, complete repairs to the facility to meet the design requirements.
- b. Maintenance
  - i. Mow only to maintain the vegetation at a typical height of 10-12 inches.
  - ii. Maintain the vegetated liner in a vigorous condition.
  - iii. Depending on the vegetative material, mowing may be infrequent or unnecessary.
  - iv. Remove woody plants that may invade the swale.
  - v. If the swale is damaged by road salts, remove the damaged area and replant with salt tolerant grasses.
  - vi. Discourage deposition of leaf litter and grass clippings by informing, typically by signage, local residents of the swales purpose.

## Storm Sewer System

### 1. Operation and Maintenance

- a. Routine Maintenance
  - i. Inspections
    - 1. Inspections of the storm sewer inlets and outfalls shall be completed on a quarterly basis or after significant rainfall events.
    - 2. Inspections should be completed during dry weather conditions for safety reasons.
    - 3. Inspection priorities shall be as follows:
      - a. Inspect the inlet sumps for accumulation of sediment.
      - b. Inspect the inlet structures for clogs, debris and structural failures.
      - c. Inspect any modifications that may have been done to the storm sewer inlets and outfalls following their initial construction.
    - 4. As-built plans shall accompany the person responsible for the storm sewer system inspections.
    - 5. Documentation of the inspections should be completed and filed. Documentation should include at a minimum:

- a. Inspectors name, affiliation and professional credentials if applicable.
    - b. Date, time and weather conditions.
    - c. Approximate rainfall total over a 24 hour period if applicable.
    - d. Existing conveyance systems and condition.
    - e. Identification of potential structural failures and repair needs
    - f. Repair recommendations.
  - ii. Debris and Litter Removal
    - 1. Debris and litter removal from the storm inlets and outfalls shall be completed at least once a month.
    - 2. Particular attention should be paid to debris accumulating inside the storm structure to prevent potential clogging.
  - iii. Erosion Control.
    - 1. Rip rap at the outfalls should be inspected for displacement or undermining. Repairs shall be made upon discovery.
- b. Non-Routine Maintenance
  - i. Structural Repairs and Replacement
    - 1. The storm sewer structures have been constructed utilizing HDPE pipes. The estimate life of these structures is 50 years. Annual inspection of the structures will disclose any potential structural problems. If structural problems appear, repair or replace the structure.

## **EXHIBIT C**

INSPECTION REPORTS:  
BIORETENTION  
DRY DETENTION



**Bioretention Basin BMP Inspection Report**  
**Waukesha County, Wisconsin**

Project Name: MAPLE AVE ELEMENTARY SCHOOL

Inspection Date: \_\_\_\_\_

BMP Description: Bioretention Basin

BMP ID Number: \_\_\_\_\_

**Code Key:**

N/A = Not Applicable	M = Monitor (potential for future problem)	NP = Not a Problem	WN = Work Needed
----------------------	--	--------------------	------------------

**INFLOW POINTS**

Assessment	Code	Comments
Obstruction: vegetation/debris/sediment		
Erosion/undercutting		
Structural condition		
Other (describe)		

**PRETREATMENT AREA**

Assessment	Code	Comments
Sediment accumulation & debris		
Bare soil/erosion		
Invasive vegetation		
Other (describe)		

**BIORETENTION CELL**

Assessment	Code	Comments
Standing water		
Sediment & debris accumulation		
Vegetation height/type		
Bare soil/erosion		
Invasive vegetation (estimate a %)		
Weeds/algae cover (estimate a %)		
Mulch is breaking down or floating away		
Engineered soil is plugged		
Engineered soil condition		
Soil pH		
Other (describe)		

**EMBANKMENT**

Assessment	Code	Comments
Erosion and/or loss of material		
Shrubs/trees present		
Animal burrows		
Soft spots or settlement		
Emergency spillway		
Other (describe)		

**OUTLET DEVICE**

Assessment	Code	Comments
Obstruction: vegetation/debris/sediment		
Erosion/undercutting		
Underdrain (water in observ pipe)		
Outfall riprap/scour prevention		
Other (describe)		

**MISCELLANEOUS**

Assessment	Code	Comments
Trash/debris		
Access		
Vandalism		
Fence condition (if applicable)		
Wildlife observations		
Signage (if applicable)		
Sediment disposal site (available?)		
Other (describe)		

**PHOTOGRAPHS**

Attach color digital photographs of the site and structural BMPs including a caption describing each photo.

**ADDITIONAL COMMENTS**

\_\_\_\_\_

# Dry Detention Basin BMP Inspection Report

## Waukesha County, Wisconsin

Project Name: MAPLE AVE ELEMENTARY SCHOOL

Inspection Date: \_\_\_\_\_

BMP Description: Dry Detention Basin

BMP ID Number: \_\_\_\_\_

### Code Key:

N/A = Not Applicable	M = Monitor (potential for future problem)	NP = Not a Problem	WN = Work Needed
----------------------	--	--------------------	------------------

### INFLOW POINTS

Assessment	Code	Comments
Obstruction: vegetation/debris/sediment		
Erosion/undercutting		
Displacement of fabric/rip rap		
Pipe Condition		
Other (describe)		

### FOREBAY

Assessment	Code	Comments
Sediment depth (ft. below principal outlet)		
Side slope erosion		
Invasive vegetation		
Safety shelf		
Other (describe)		

### MAIN BASIN AREA

Assessment	Code	Comments
Visible pollution		
Sediment accumulation		
Vegetation height/type		
Bare soil/erosion		
Invasive vegetation (estimate a %)		
Weeds (estimate a %)		
Other (describe)		

**EMBANKMENT**

Assessment	Code	Comments
Erosion and/or loss of dam material		
Shrubs/trees present		
Animal burrows		
Soft spots or settlement		
Emergency spillway		
Other (describe)		

**OUTLET DEVICE**

Assessment	Code	Comments
Obstruction: vegetation/debris/sediment		
Erosion/undercutting		
Joint failure/loss of joint material		
Outfall riprap/scour prevention		
Other (describe)		

**MISCELLANEOUS**

Assessment	Code	Comments
Trash/debris		
Access		
Vandalism		
Fence condition (if applicable)		
Wildlife observations		
Signage (if applicable)		
Sediment disposal site (available?)		
Other (describe)		

**PHOTOGRAPHS**

Attach color digital photographs of the site and structural BMPs including a caption describing each photo.

**ADDITIONAL COMMENTS**

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N64W23760 Main Street  
Sussex, Wisconsin 53089  
Phone (262) 246-5200  
FAX (262) 246-5222

Email: [info@villagesussex.org](mailto:info@villagesussex.org)  
Website: [www.villagesussex.org](http://www.villagesussex.org)

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## MEMORANDUM

To: Public Works Committee  
From: Judith A. Neu, Village Engineer  
Date: July 25, 2025

**Re: Garbage and Recycling Contract – Consent to Assignment to GFL**

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On March 1, 2025, our Garbage and Recycling contractor, LRS, sold most of their business in Wisconsin to GFL Solid Waste Midwest LLC. GFL is now asking that we approve a Consent to Assignment letter agreement stating that we agree to having GFL take over the contract from LRS. This is a standard legal step that should be taken in a case like this.

I believe that the delay in requesting this Letter of Agreement stemmed from the myriad of issues we encountered for the first 3 months or so of the transition from LRS to GFL. I am convinced that most of the issues have been addressed now that our customer service calls go directly to the Hartland office rather than the Janesville office.

In the Letter Agreement, GFL acknowledges that they neglected to gain our approval for the assignment in advance as was required by our contract. They are asking that we consent to the Assignment, agree that the contract will continue as currently in effect following the Assignment, and confirm that we have no knowledge of outstanding uncured breaches of the Agreement by LRS.

Therefore, Staff recommends that the Committee recommend approval of this Agreement to the Village Board.



July 24, 2025

**CONFIDENTIAL**

Village of Sussex  
N64W23760 Main Street  
Sussex, WI 53089

Re: Agreement, dated September 27, 2022, by and between Village of Sussex and  
Badgerland Disposal, LLC (the “**Agreement**”)

To Whom It May Concern:

Please be advised that Badgerland Disposal, LLC, an LRS company (“**LRS**”), entered into a certain Membership Interest and Asset Purchase Agreement, dated March 1, 2025 (the “**Purchase Agreement**”), pursuant to which, among other things, LRS agreed to assign the Agreement to GFL Solid Waste Midwest LLC (“**GFL**”) (the “**Assignment**”). The Assignment became effective upon the closing of the transactions contemplated by the Purchase Agreement, which occurred on March 1, 2025.

GFL acknowledges that Section F.2. of the Agreement required advance notice of assignment and consent from the Village of Sussex, and that such consent was not obtained in advance. GFL appreciates the Village’s consideration of this request for consent despite non-compliance with the advance notice requirement.

By signing below, you (i) consent to the Assignment and acknowledge and agree that this letter agreement constitutes all consent from you that may have been required in connection with the Assignment, (ii) agree that the Agreement will continue in full force as currently in effect following the Assignment, and (iii) confirm that, other than the consent to assignment matter discussed above, you have no knowledge of any outstanding uncured breaches of the Agreement by LRS.

Please countersign this letter to indicate your consent and waiver as described above and return it by hand or by email to [jmontani@gflenv.com](mailto:jmontani@gflenv.com) as soon as possible.

Upon your execution, this letter agreement will become a binding agreement of the parties and shall constitute evidence of consent to the Assignment.



We greatly appreciate your prompt attention to this letter and look forward to continuing our mutually beneficial relationship with you.

Very Truly Yours,

GFL Solid Waste Midwest LLC

By:

Justin Montani

Current Government Contracts Manager for  
Assignee and Former Government Contracts  
Manager for Assignor

Acknowledged, Agreed and Consented to:

Village of Sussex

By:

Name:

Title:



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

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## MEMORANDUM

To: Public Works Committee  
From: Judith A. Neu, Village Engineer  
Date: July 3, 2025  
**Re: Golden Fields subdivision: Acceptance of Improvements**

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The Developer of the Golden Fields subdivision has completed the construction of public improvements in the development. Staff has inspected these improvements and finds them to be acceptable.

Improvements included:

- Sanitary Sewer
- Storm Sewer
- Water Mains and water laterals to the curb stop
- Stormwater Management facilities
- Public streets, curbs, and sidewalks
- Street lights
- Street signs
- Street trees

The asphalt binder layer of pavement was placed on October 16, 2023. Fourteen (14) months from the first lift of asphalt binder would be December 16, 2024. Therefore, there will be no warranty for the construction. The final asphalt surface lift of pavement was placed on September 19, 2024.

Staff recommends that the Committee recommend to the Village Board: Acceptance of the Public Improvements in the Golden Fields subdivision and direction that staff release the remaining surety to the Village Board.



RESOLUTION NO. 25-\_\_\_\_\_

WHEREAS: The Plan Commission and Village Board of the Village of Sussex have approved the Final Plat for the Golden Fields subdivision, and

WHEREAS: As required by the Village's Subdivision Control Ordinances and the Developer's Agreement, the Developer has installed the necessary public improvements in the subdivision, and

WHEREAS: The sanitary sewer; storm sewer; water mains; water laterals; stormwater management facilities; public streets including curbs, pavement, sidewalks; street lights; street signs; and street trees along all streets in the subdivision have been completed.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Sussex, Waukesha County, Wisconsin, that:

1. The public improvements as described above are hereby accepted by the Village. There will be no warranty for this construction. The Village shall release all surety for the Development.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Village President

ATTEST: \_\_\_\_\_  
Clerk-Treasurer

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**Date:** July 31, 2025  
**To:** Public Works Committee  
**From:** Judith A. Neu, Village Engineer  
**Subject:** Engineering Monthly Report – August 2025

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2025 Road Program:

- Ridgeview, Coldwater, Braddock, Pine Ridge, Woodside Ridge, Majestic Heights – All Utility, Concrete, and Asphalt Paving will be completed by the end of this week. Final restoration and cleanup is underway and will continue in the coming weeks.
- Pavement markings will be replaced late next week.
- Woodside Road will remain closed until after pavement markings are complete. A 4-way stop will be added to the intersection of Woodside Road and Water Tower Court / Southern School Entrance before the road is opened to traffic.
- Richmond Road – Repaving and Resurfacing is scheduled to begin on August 6<sup>th</sup>. The road will be closed for about 3 weeks and a detour will be posted.

2025 Parking Lots:

- PW Garage, Public Safety Building, Wastewater Treatment Plant, and Armory Park – Parking lots are complete. Final restoration and punch list items will be completed in the coming weeks.

Generators:

- PW Garage & Public Safety Building – Generators at the PW Garage & PSB Generator have been set. Start ups will happen later this summer.
- Civic Center – Work has started, concrete pad will be poured in late August, generator delivery is expected in late August / early September.

Water Pollution Control Facility Upgrade: Bar screen replacement will start in August. Long lead times on equipment will delay construction of much of the project into the fall. Staff is working with our Contractor to solidify a schedule for the work.

Outside of the contract, as part of our normal plant maintenance, we had one of our 6 sludge mixing pumps removed and analyzed. Repairs are anticipated to be about \$21,000.

Good Hope Road Railroad Crossing: Repair is complete.

Developments:

- Wildflower Phase 1: Revised construction plans and stormwater management plans have been submitted. Developer's Agreement conversations are on-going with Developer.
- Vista Run: Grading has started. Sewer and water plans are approved. Road and storm plans are nearly ready for approval as is the Stormwater Management Plan.
- Freiheit Court Extension: Developers of Culvers and Tommy's will be extending Freiheit Court as part of their developments. Preliminary plans have been received.