



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

AGENDA
VILLAGE BOARD
VILLAGE OF SUSSEX
6:00 PM - TUESDAY, MARCH 22, 2022
SUSSEX CIVIC CAMPUS – BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET

The Village Board may convene in closed session(s) to discuss the matter(s) listed on this agenda and under Wis. Stats. 19.85(2) hereby provides notice that the Village Board will reconvene in open sessions after said closed session(s) and may take action on items as listed on the agenda.

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes from the Village Board meeting held on March 8, 2022.
4. Communications and Public Hearing(s)
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions.
 1. Volunteer(s) of the Year Award
 2. Volunteer Organization of the Year Award
5. Committee Reports
 - A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - D. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - E. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.
 1. Recommendation and possible action on a CSM splitting parcel SUXV0273998001 into 2 lots and establishing R.O.W. within the Highlands Business Park (Highlands Ct).
 2. Recommendation and possible action on a CSM splitting lot 3 of CSM 1296 into 2 lots (Richmond Road).

- F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
6. Staff Reports on upcoming events, projects in process, future agenda items and scheduled meetings.
7. Comments from citizens present.
8. Old Business.
 - A. Recommendation and possible action on Resolution 22-06, Amending the 2022 Budget and Debt Service Budget, with respect to defeasing approximately \$1.2 million of callable general fund debt.
9. New Business.
10. Consideration and possible action on resignations and appointments.
11. Consideration and possible action on a motion to convene into executive session under 19.85(1)(e) when deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session with respect to a Collective Bargaining Agreement between the Village of Sussex and the Local International Association of Firefighters.
12. Consideration and possible action on a Collective Bargaining Agreement between the Village of Sussex and the Local International Association of Firefighters and a Memorandum of Agreement between the Village of Sussex and the Local.
13. Adjournment

Anthony LeDonne
Village President

Jeremy Smith
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Clerk at 262-246-5200.

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

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Village Board Meeting of
March 8, 2022**

1. Roll Call

Interim Clerk Jennifer Moore called the meeting to order and asked for nominations to act as chair in the absence of the Village President. Motion by Adkins, seconded by Uecker to nominate himself as chair of the meeting.

Motion carried 4-0.

Members present: Greg Zoellick, Lee Uecker, Scott Adkins, and Benjamin Jarvis.

Members excused: President Anthony LeDonne, Ron Wells, and Stacy Riedel.

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

2. Pledge of Allegiance

Trustee Adkins led the pledge of allegiance.

3. Meeting Minutes

Motion by Jarvis, seconded by Uecker, to approve the February 22, 2022 Village Board meeting minutes.

Motion carried 4-0.

4. Communications and Public Hearings

A. Village President Report.

Trustee Adkins reported that on Tuesday, March 15 the Senior Citizen Advisory Committee will meet at 4:00pm in the Civic Center Committee Room, Plan Commission will meet at 6:30pm in the Board Room, Park & Recreation Board will meet at 6:30pm in the Committee Room. Wednesday, March 16 the Pauline Haass Public Library Board will meet at 6:30pm in the Quad/Graphics Room in the library. Monday, March 21 Spring Break Hunt begins, watch for information on the village website and on social media. Tuesday, March 22 in person absentee voting begins for the April 5 spring election.

B. Municipal Court Update from the Honorable Judge Timothy T. Kay

Judge Timothy Kay gave an update and highlights from the 2021 Lake Country Municipal Court

5. Committee Reports

A. Finance and Personnel Committee.

1. Motion by Jarvis, seconded by Zoellick, to approve the February Check register and P-card purchases in the amount of \$4,952,963.74. Motion carried 4-0
2. Motion by Jarvis, seconded by Uecker, to approve Ace Hardware purchases in the amount of \$626.14. Motion carried 4-0
3. Motion by Jarvis, seconded by Zoellick, to approve the change of Agent for Kwik Trip #1124 (Highlands Drive). Motion carried 4-0
4. Motion by Jarvis, seconded by Zoellick, to approve the Class B License for the sale of Fermented Malt Beverages for Sussex Cardinals at the Hardball Field at Village Park May 1, 2022-September 30, 2022, Agent Scott Wesline, conditioned upon the standard conditions of liquor license approval. Motion carried 4-0.

5. Motion by Jarvis, seconded by Zoellick, to approve the Class B License for the sale of Fermented Malt Beverages and Intoxicating Liquors for the Kitchen N64W23316 Main Street April 1, 2022-June 30, 2022, President Gabriel J. Kolesari, for the indoor premises only and conditioned upon the standard conditions of liquor license approval. Motion carried 4-0
6. Motion by Jarvis, seconded by Uecker, to approve Resolution 22-06, Amending the 2022 Budget and Debt Service Budget, with respect to defeasing approximately \$1.2 million of callable general fund debt. Village Administrator Smith brought it to the Board's attention that this resolution requires a 2/3 majority per Wisconsin law and there are not enough board members present to vote. This item will be brought before the Board again at the March 22, 2022 meeting.

B. Public Works Committee.

1. Motion by Adkins, seconded by Jarvis, to approve Public Works bills for payment in the amount of \$4,621.40. Motion carried 4-0
2. Motion by Adkins, seconded by Jarvis, to approve the contract with Ruekert and Mielke for Water Model update in the amount of \$32,700. Motion carried 4-0
3. Motion by Adkins, seconded by Zoellick, to approve the contract with Graef-USA for 2023 road program design in the amount of \$34,400 and the contract with Green Bay Pipe and TV for video inspection services in the amount of \$93,002.50 for a total of \$127,402.50 with a 10% contingency for a total allocation of \$140,142.75. Motion carried 4-0

6. Staff Reports

Ms. McElroy-Anderson reported that weight restrictions on village roads will be put into effect on Monday.

Ms. Moore reported the spring election will take place on April 5, 2022, absentee ballots by mail will go out March 15, and in person absentee voting begins March 22.

7. Comments from citizens present

No one present wished to speak.

8. Old Business

There was no old business to consider.

9. New Business

There was no new business to consider.

10. Consideration and possible action on resignations and appointments

There were no resignations or appointments to consider.

11. Adjournment

Motion by Adkins, seconded by Jarvis, to adjourn at 6:37pm.

Motion carried 4-0

Respectfully submitted,

Jennifer Moore
Interim Clerk



N64W23760 Main Street
Sussex, Wisconsin 53089
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Website: www.villagesussex.org

MEMORANDUM

To: Village Board
From: Jeremy Smith
Re: Village Board Meeting- March 22, 2022
Date: March 16, 2022

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

1. The Volunteer(s) of the Year Award for 2021 is going to Spooky Sussex Committee Volunteers.
2. The Volunteer Organization of the Year Award for 2021 is going to S.A.S. The Village President will present the award to the winners at the meeting.

5.E.1. The Plan Commission recommends approval of the CSM splitting parcel SUXV0273998001 into 2 lots and establishing R.O.W. within the Highlands Business Park (Highlands Ct) subject to the standard conditions of CSM approval, meeting all comments and conditions of the Village Engineer, compliance with the Developer's Agreement, payment of all fees and subject to the standard conditions of Exhibit A. This CSM establishes a new lot (Lot 1) that will be further subdivided for industrial buildings and a lot (Lot 2) that will be platted for residential uses and establishes the right of way within the parcel. There are technical corrections from the Village Engineer to fix on the CSM. Please see the CSM for more information.

5.E.2. The Plan Commission recommends approval of the CSM splitting lot 3 of CSM 1296 into 2 lots (Richmond Road) subject to the standard conditions of CSM approval, meeting all comments and conditions of the Village Engineer, compliance with the Developer's Agreement, payment of all fees and subject to the standard conditions of Exhibit A. This CSM splits lot 3 of CSM 1296 into 2 lots along Richmond Road, one that is being combined with Lot 2 from the previous CSM into a plat (later in this agenda) for Redford Hills subdivision, a 45-lot single family development. Lot 2 will remain as a premier lot in the Highlands Business Park. There are technical corrections from the Village Engineer to fix on the CSM. Please see the CSM for more information.

8.A. The Finance and Personnel Committee recommends approval of Resolution 22-06 Amending the 2022 Budget and Debt Service Budget, with respect to defeasing approximately \$1.2 million of callable general fund debt. The Village Board in December of 2021 authorized defeasing \$1.2 million of callable G.O. debt in 2022. This was discussed as part of the 2022 budget process, but finalized after the 2022 budget was completed so the Village needs to amend the budget to show this transaction. In addition, the Ambulance and Plow Truck that were approved and ordered as part of the 2021 budget did not arrive until the first part of 2022 due to supply chain issues so this budget amendment adjusts for the carryover from 2021 to

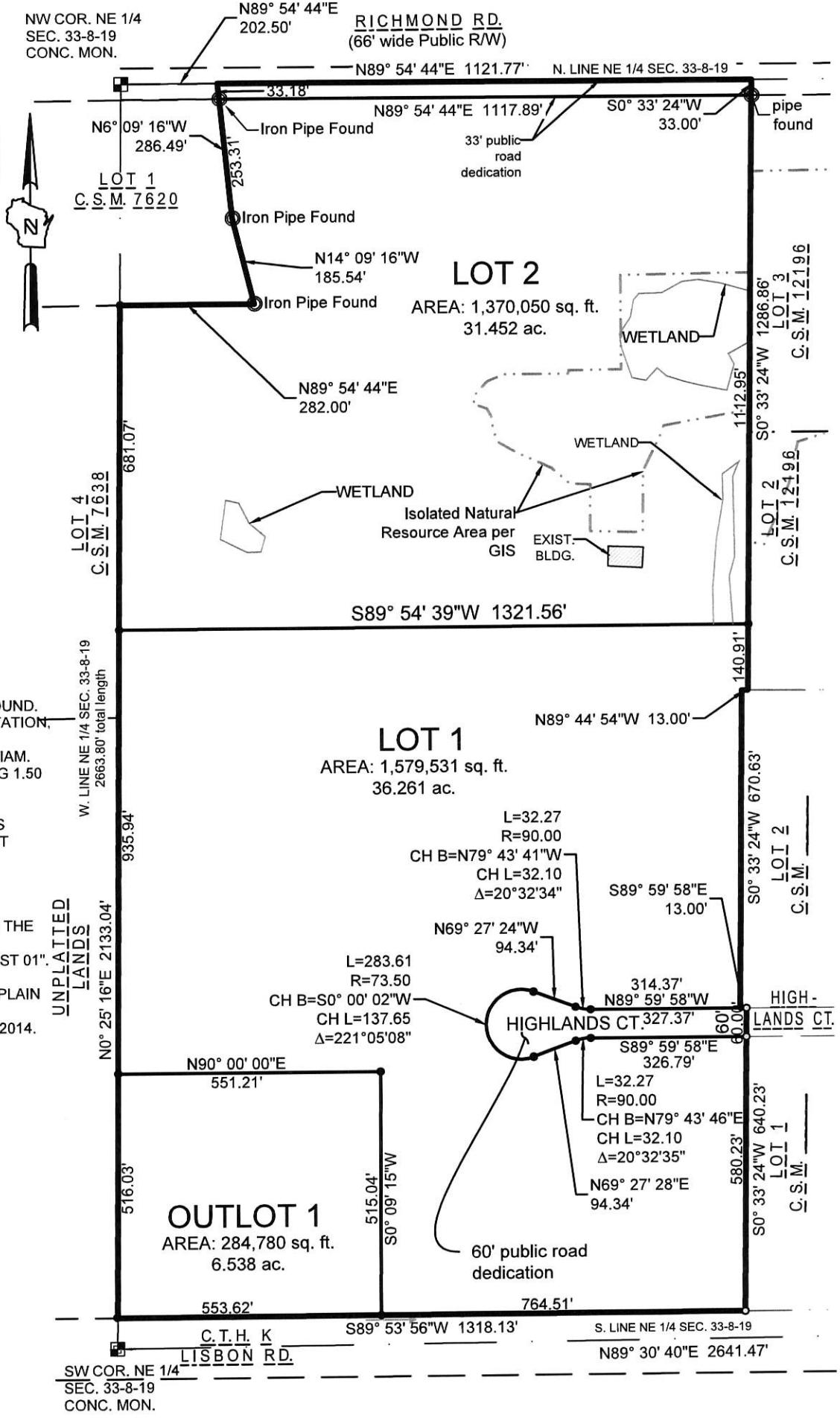
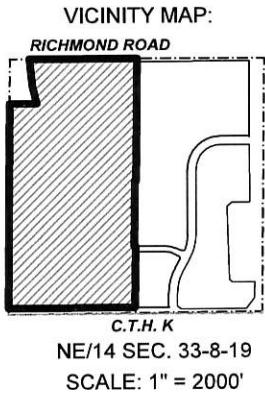
2022. The Village is using cash on hand to pay off the debt. This item required a $\frac{3}{4}$ vote of the Village Board and due to only 4 members being present at the last Village Board meeting was forwarded to this agenda for consideration. Please see the memo from Finance Director Nancy Whalen and the Resolution for more information.

11. Consideration and possible action on a motion to convene into executive session under 19.85(1)(e) when deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session with respect to a Collective Bargaining Agreement between the Village of Sussex and the Local International Association of Firefighters. The Village's Labor Attorney Mark Olsen will be present to discuss the terms of the agreement.

12. Consideration and possible action on a Collective Bargaining Agreement between the Village of Sussex and the Local International Association of Firefighters and a Memorandum of Agreement between the Village of Sussex and the Local. The Firefighters Union has agreed to the contract. Village Staff recommends approval of the contract. Please see the agreement and memorandum of agreement for more information.

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN



SITE:
N55W25299 Richmond Rd.
Lisbon, WI
TAX KEY: 0273998001

OWNERS/DEVELOPERS:
SUSSEX CORPORATE
PARK II, LLC
1200 N. MAYFAIR RD.
MILWAUKEE, WI 53226
414-777-1200

SURVEYOR:
BAIBA ROZITE, PLS - 2351
THE SIGMA GROUP
1300 W.CANAL STREET
MILWAUKEE, WI 53233
414-643-4171

LEGEND & NOTES:
○ INDICATES REBAR FOUND.
OTHER FOUND MONUMENTATION,
AS NOTED ON DRAWING.
● INDICATES SET 3/4" DIAM.
REBAR, 18" LONG WEIGHING 1.50
LBS/LIN. FT.

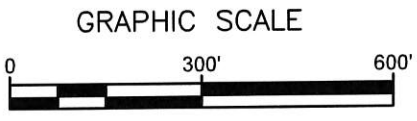
COORDINATES & BEARINGS
REFERENCED TO THE WEST
LINE OF THE NE 1/4 OF
SEC. 33-8-19, BEARING
N 0°25'16" E,

DISTANCES MEASURED TO THE
NEAREST 0.01'. ANGLES
MEASURED TO THE NEAREST 01".

SITE IS NOT IN THE FLOODPLAIN
PER FEMA FIRM PANEL
55133C0182G DATED 11/02/2014.



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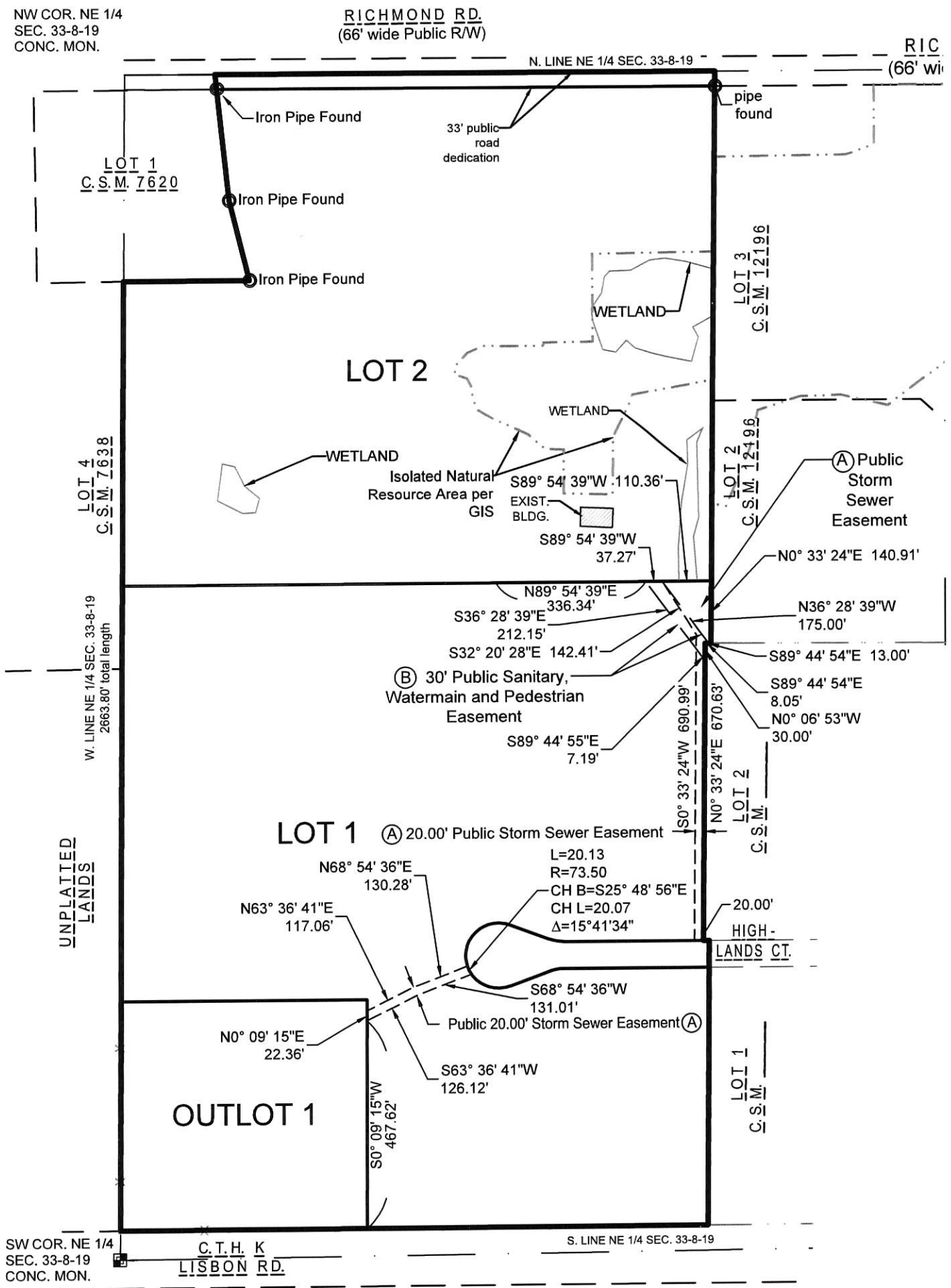


PROJECT NUMBER 19629 DRAFTED BY B. ROZITE

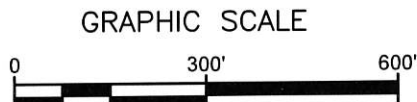
Sheet 1 of 6

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN



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EASEMENTS

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)

SS

MILWAUKEE COUNTY)

I, Baiba M. Rozite, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin, bounded and described as follows:

Commencing at the North 1/4 corner of said Section 33; thence North 89°54'44" East, 202.50 feet along the north line of the Northeast 1/4 of said section to the point of beginning; continue thence North 89°54'44" East, 1121.77 feet along said north line; thence South 0°33'24" West, 1286.86 feet along the west line of Certified Survey Map No. 12196 and its northerly extension; thence North 89°44'54" West, 13.00 feet; thence South 0°33'24" West, 670.63 feet; thence South 89°59'58" East, 13.00 feet; thence South 0°33'24" West, 640.23 feet to the north line of C.T.H. "K" (Lisbon Road); thence South 89°53'56" West, 1318.13 feet along said north line to the west line of the Northeast 1/4 of said Section 33; thence North 0°25'16" East, 2133.04 feet along said west line to the south line of Lot 1 of Certified Survey Map No. 7620; thence North 89°54'44" East, 282.00 feet along said south line to the easterly line of said Lot 1; thence North 14°09'16" West, 185.54 feet along said easterly line; continue thence North 6°09'16" West, 286.49 feet along said easterly line to the point of beginning.

Said parcel contains 3,314,387 square feet or 76.088 acres of land, more or less.

That I have made the survey, land division, and map by the direction of the owners of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and Chapter 18 of the Village of Sussex Code of Ordinances in surveying, dividing and mapping the same.

BAIBA M. ROZITE S-2351

DATE



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Milwaukee, WI 53233
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PROJECT NUMBER 19629 DRAFTED BY B. ROZITE

Sheet 3 of 6

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF _____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK

VILLAGE BOARD APPROVAL

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF _____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK

Public Easement Provisions:

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

- A Public Storm Sewer Easement
- B 30' Wide Public Sanitary, Water Main and Pedestrian Easement

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

Public Storm Sewer Easement:

- Install, operate, maintain, and replace and gain access to above ground and underground storm sewer utility facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit storm water.

- Surface storm water conveyance.

30' Wide Public Sanitary Sewer, Water Main and Pedestrian Easement:

- Install, operate, maintain, replace, and gain access to underground sanitary sewer and water main facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to distribute sanitary sewer and water.

2. Trees, bushes, branches, and roots may be trimmed or removed so as not to interfere with the Village's use of the easement areas.

3. Buildings and Other Structures. The land owner agrees that no structures will be erected in the easement area, or in such close proximity to the facilities, such as to prevent the Village from exercising its rights under this easement.

4. Elevation. The land owner agrees that the elevation of the existing ground surface within the easement area will not be altered by more than four (4) inches without the written consent of the Village.

5. Restoration. The Village agrees to restore or cause to have restored the land owner's land to grade and replace sod or grass disturbed. This restoration, however, does not apply to the initial restoration or to any trees, bushes, branches, or roots which may interfere with the Village's use of the easement areas.

6. Exercise of Rights: It is agreed that the complete exercise of rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

7. These Easements shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the land owner and the Village and their respective heirs, personal representatives, successors and assigns.



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Sheet 4 of 6

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

NATIONAL EXCHANGE BANK & TRUST, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map, and does hereby consent to the above certificate of **SUSSEX CORPORATE PARK II, LLC**, owner.

IN WITNESS WHEREOF, the said **NATIONAL EXCHANGE BANK & TRUST**, has caused these presents to be signed by

RICHARD S. HENSLEY, its President, and countersigned by DAVID C. MOHORICH, its Vice President of

Commercial Lending, at _____, Wisconsin, and its corporate seal to be hereunto affixed this

_____ day of _____, 20____.

In the presence of:

NATIONAL EXCHANGE BANK & TRUST

RICHARD S. HENSLEY, President

Date

DAVID C. MOHORICH, Vice President
Commercial Lending

Date

STATE OF WISCONSIN)
_____ COUNTY) SS

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

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES _____.

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20____, DAVID C. MOHORICH, Vice President of Commercial Lending, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of Commercial Lending of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES _____.

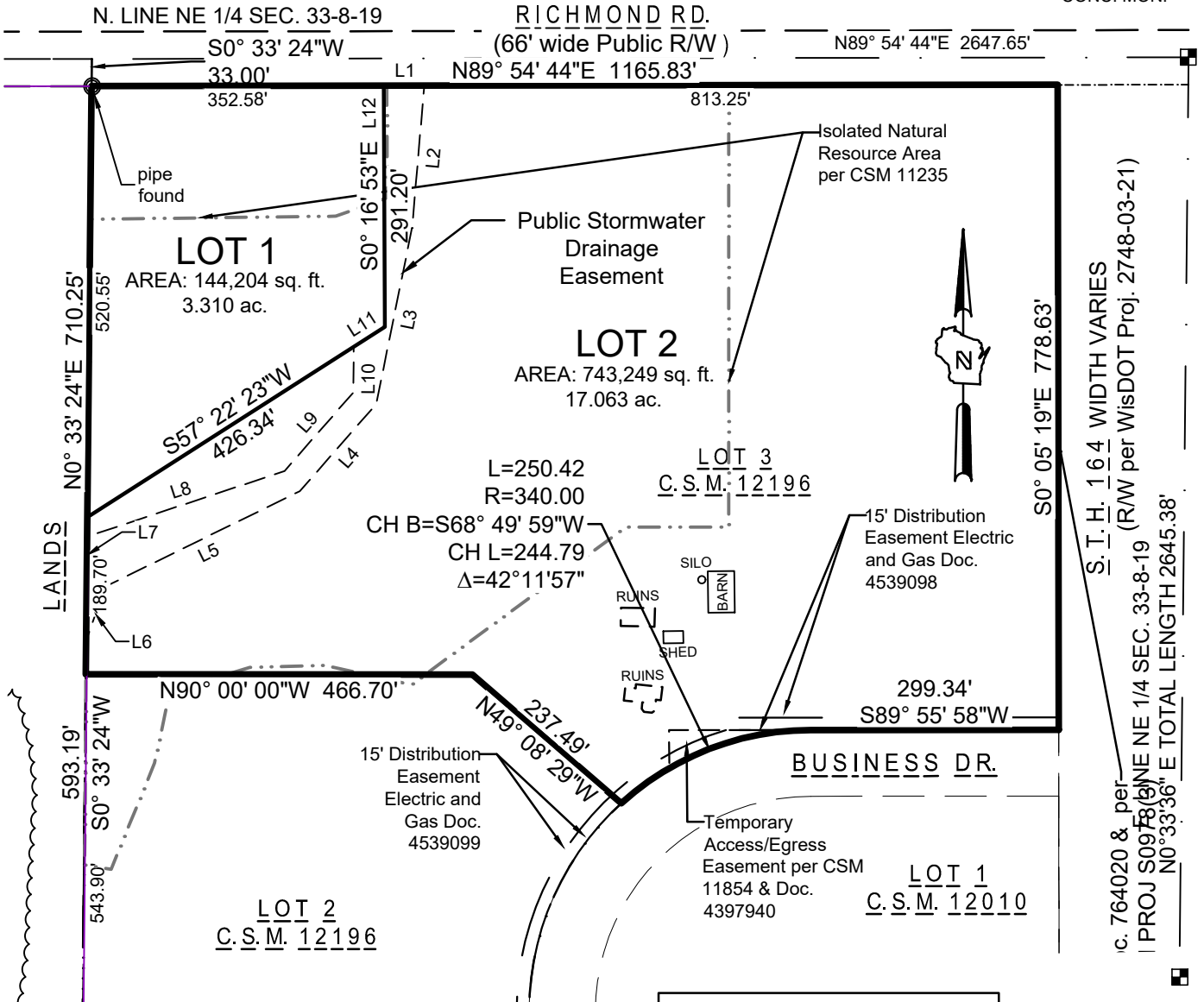


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CERTIFIED SURVEY MAP NO. _____

LOT 3 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE
NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST,
IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

NE COR. NE 1/4
SEC. 33-8-19
CONC. MON.



S. T. H. 1.64 WIDTH VARIES
 (RW per WisDOT Proj. 2748-03-21)
 c. 764020 & per
 PROJ S0978(9) NE 1/4 SEC. 33-8-19
 N0°33'36" E TOTAL LENGTH 2645.38'

Easement Line Table		
Line #	Length	Direction
L1	48.95	N89° 54' 44"E
L2	172.63	S4° 55' 22"W
L3	216.77	S11° 29' 22"W
L4	139.75	S41° 11' 49"W
L5	262.22	S63° 50' 37"W
L6	68.91	S19° 09' 59"W
L7	125.76	N0° 33' 24"E
L8	250.98	N71° 36' 09"E
L9	125.79	N41° 11' 49"E
L10	55.29	N0° 40' 30"E
L11	44.69	N57° 22' 23"E
L12	291.20	N0° 16' 53"W

SE COR. NE 1/4
SEC. 33-8-19
CONC. MON.

LEGEND & NOTES:
 ● INDICATES REBAR FOUND.
 OTHER FOUND MONUMENTATION, AS NOTED ON DRAWING.
 ● INDICATES SET 3/4" DIAM. REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

COORDINATES & BEARINGS REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SEC. 33-8-19, BEARING N 0°33'36" E,

DISTANCES MEASURED TO THE NEAREST 0.01'. ANGLES MEASURED TO THE NEAREST 01".

SITE IS NOT IN THE FLOODPLAIN PER FEMA FIRM PANEL 55133C0201G DATED 11/02/2014.



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GRAPHIC SCALE



CERTIFIED SURVEY MAP NO. _____

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

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I, Baiba M. Rozite, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped Lot 3 of Certified Survey Map No. 12196, recorded as Document No. 4597423, being part of the Northeast 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin.

Said parcel contains 887,453 square feet or 20.373 acres of land, more or less.

That I have made the survey, land division, and map by the direction of the owners of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and Chapter 18 of the Village of Sussex Code of Ordinances in surveying, dividing and mapping the same.

BAIBA M. ROZITE S-2351 DATE

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF
_____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK

VILLAGE BOARD APPROVAL

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF
_____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK



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CERTIFIED SURVEY MAP NO. _____

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

OWNER'S CERTIFICATE

EQUITY TRUST COMPANY CUSTODIAN FBO STEWART WANGARD IRA, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS CUSTODIAN, CERTIFIES THAT SAID EQUITY TRUST COMPANY CUSTODIAN FBO STEWART WANGARD IRA CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE REQUIREMENTS OF S. 236.34, WIS. STATUTES. EQUITY TRUST COMPANY CUSTODIAN FBO STEWART WANGARD IRA ALSO CERTIFIES THAT THIS MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: THE VILLAGE OF SUSSEX.

IN WITNESS WHEREOF, EQUITY TRUST COMPANY CUSTODIAN FBO STEWART WANGARD IRA HAS CAUSED THESE PRESENTS TO BE SIGNED BY AN AUTHORIZED REPRESENTATIVE,

THIS _____ DAY OF _____, 20____

EQUITY TRUST COMPANY CUSTODIAN FBO STEWART WANGARD IRA

BY: STEWART M. WANGARD

BY: _____

PRINTED NAME: _____

STATE OF _____)

)SS

COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, STEWART M. WANGARD, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE AUTHORIZED REPRESENTATIVE, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS OFFICER OF SAID EQUITY TRUST COMPANY CUSTODIAN FBO STEWART WANGARD IRA

NOTARY PUBLIC, STATE OF _____ MY COMMISSION EXPIRES ON _____.



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

To: Finance and Personnel Committee and Village Board

From: Nancy Whalen, Finance Director

Date: February 22, 2022

RE: 2022 Budget Amendment

At the time the 2022 budget was set and approved for the public hearing, the Board had not approved the call of \$1,200,000 of debt (the 2013 G.O. Bonds) so it had not been included in the General Fund or Debt Service budgets for 2022. The attached General Fund budget amendment addresses the call showing funds coming from the General Fund working capital fund balance (\$900,000) and portion of the 2022 budget for road depreciation (\$200,000). The Debt Service Fund amendment shows \$1,100,000 coming from the General Fund with the remaining \$100,000 coming from the Debt Service Fund balance. The total of \$1,200,000 covers the addition to the expenditure line item for principal repayment.

In addition, due to delays in production, the ambulance and plow truck that had been included in the 2021 budget were not received in 2021. For proper accounting, the expenses need to be recorded in 2022. Because the funds had been budgeted in 2021 but remained unspent, they were transferred to the Cash Capital Fund for those specific purchases. The budget amendment shows the expense of these two vehicles with offsetting revenue coming from the Cash Capital Fund to pay for them.

RESOLUTION #22-_____

WHEREAS: The Village of Sussex adopted its 2022 General Fund Budget on November 23, 2021; and

WHEREAS: The Village of Sussex adopted its 2022 Debt Service Fund Budget on November 23, 2021; and

WHEREAS: The Village has received revenues and incurred expenditures which were not anticipated at that time; and

WHEREAS: The Village finds it necessary to amend its 2022 General Fund and Debt Service Budgets.

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

1. The following line items in the 2022 General Fund Budget - Revenues and Expenditures are amended to read as listed on Exhibit "A" under the revenue and expenditures categories required by law.
2. The following line items in the 2022 Debt Service Fund Budget are amended to read as listed in Exhibit "B" under the revenue and expenditure categories required by law.
3. The Clerk-Treasurer is hereby directed to post a notice of the changes on the Village website as provided in Section 65.90(5)(a) Wis. Stats.

Adopted this ____ day of _____, 2022.

Village President

ATTEST: _____
Clerk-Treasurer

Exhibit A

**VILLAGE OF SUSSEX
2022 GENERAL FUND BUDGET AMENDMENT**

	Original Budget	Amended Budget	Change
Revenues:			
Taxes - Property	8,374,379	8,374,379	-
Taxes - Other	574,789	574,789	-
Intergovernmental Revenues	1,301,000	1,301,000	-
Special Charges - Garbage	464,877	464,877	-
Licenses & Permits	279,175	279,175	-
Fines, Forfeitures, & Penalties	279,800	279,800	-
Public Charges for Services	716,353	716,353	-
Commercial Revenues	182,635	182,635	-
Miscellaneous/Other Revenues	65,375	65,375	-
	<hr/>	<hr/>	<hr/>
Total Revenues	12,238,383	12,238,383	-
Transfers from Other Funds	756,479	1,173,479	417,000
Use of Surplus	138,404	1,104,404	966,000
	<hr/>	<hr/>	<hr/>
Total Revenues & Transfers	<u>13,133,266</u>	<u>14,516,266</u>	<u>1,383,000</u>
Expenditures:			
General Government	937,879	937,879	-
Public Safety	3,835,264	3,835,264	-
Health & Human Services	568,813	568,813	-
Operations	872,926	872,926	-
Library	776,395	776,395	-
Culture and Recreation	1,447,832	1,447,832	-
Capital Outlay	2,051,959	2,334,959	283,000
	<hr/>	<hr/>	<hr/>
Total Expenditures	10,491,068	10,774,068	283,000
Transfers to Other Funds	2,642,198	3,742,198	1,100,000
	<hr/>	<hr/>	<hr/>
Total Expenditures & Transfers	<u>13,133,266</u>	<u>14,516,266</u>	<u>1,383,000</u>

Exhibit B

**VILLAGE OF SUSSEX
2022 DEBT SERVICE FUND BUDGET AMENDMENT**

	Total Original Budget	Amended Budget	Change
Revenues:			
Property Taxes	2,562,261	2,562,261	-
Interest Earnings	1,500	1,500	-
Transfers from:			
General Fund	60,937	1,160,937	1,100,000
TIF Construction Fund	756,931	756,931	-
IRS Rebate - Build America Bonds		-	-
Proceeds of Debt		-	-
Bond Premium		-	-
Use (Increase) of Surplus	<u>206,230</u>	<u>306,230</u>	<u>100,000</u>
	<u><u>3,587,859</u></u>	<u><u>4,787,859</u></u>	<u><u>1,200,000</u></u>
Expenditures:			
Principal	2,440,000	3,640,000	1,200,000
Interest	1,147,609	1,147,609	-
Bond Payment Expenses	250	250	-
Bond Issuance Expenses	<u>-</u>	<u>-</u>	<u>-</u>
	<u><u>3,587,859</u></u>	<u><u>4,787,859</u></u>	<u><u>1,200,000</u></u>



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MEMORANDUM

To: Village Board

From: Jeremy Smith, Village Administrator

Re: Firefighter Union Contract

Date: 3/17/2022

The Firefighters Union has voted to ratify their first ever contract. By State Law they are allowed to bargain over working conditions, wages, and premium costs on health insurance. Staff also recommends the contract as a very good first contract for the taxpayers and employees. The contract covers 2021-2023 and sets a step program (2% per year) in place for the years 2024-2028. Base wages for the years 2024-2028 would still have to be negotiated in 2023. The wages offered are 2%/1% splits on January 1 and July 1 of each year from 2021-2023, with a boost on December 31, 2023 to get pay to \$20.50 (\$56,400) which is right at the average of our area full time fire departments.

The wage setup was structured to allow the Village through levy limits to finish funding the Full time positions with the 2023 budget, such that the Village will have 4 FT (1 LT and 3 Paramedics) and 1 PT crew member on every shift. The Village maintains broad management rights with this contract including setting of schedules and control of overtime, which can be a huge expense for Fire Departments. The Village Labor Attorney Mark Olsen will be present at the closed session to go over details and then staff is looking for consideration of the contract in open session after the closed session.

2021-2023
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF SUSSEX
AND
LOCAL [], INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

ARTICLE 1- RECOGNITION

The Village hereby recognizes the Association as the exclusive bargaining agent in the matter of wages, hours of employment and certain other benefits for all regular full-time fire fighting employees of the Village, excluding part time employees, paid on-call employees, supervisors and confidential, managerial and executive employees. The Association shall certify to the Village, upon request, a list of its members, in order to determine whether or not the Association represents the majority of the bargaining unit at any given time.

Whenever any words herein appear in the masculine, they shall be construed as though they also appear in the feminine, except where the context clearly requires otherwise.

ARTICLE 2 - ASSOCIATION AFFAIRS

- 2.1 The Association shall conduct its business off-duty as much as possible, however upon giving as much advance notice as possible and receiving approval from the Fire Chief or his designee, meetings may take place in appropriate locations of the Public Safety Building as long as the meetings do not unreasonably interfere with the orderly and efficient operation of the department. Requests for such meetings shall not be unreasonably denied.

- 2.2 Bulletin board: the association may post notices, announcements and other materials on the bulletin board designated by the Village at the Public Safety Building. The Village retains ownership of the bulletin board. The use of such a bulletin board is not exclusive to the Association. Any posted material must comply with the following:
 - A. The Fire Chief will be provided a copy of the material before being posted.
 - B. No material that is derogatory or critical of the Village, its agents or employees is permitted. The Village reserves the right to remove any material it finds objectionable. The association agrees to use the bulletin board only for the posting of items related to the responsibilities and functions as the exclusive bargaining representative for its members' wages, hours and conditions of employment, social functions, meetings, Association elections, and Association appointments or any other material authorized by the Village.
 - C. Materials that are political in nature, including but not limited to endorsement of political candidates for office in the Village of Sussex or other public election issues pertaining to the Village of Sussex are not permitted.

- 2.3 The Association shall not use Village equipment for Association purposes without prior written authorization by the Chief.

- 2.4 For purposes of collective bargaining, representatives from each party will attend bargaining sessions unless otherwise agreed upon by both parties. Two (2) Association members shall be allowed to attend collective-bargaining sessions between the parties provided that: (1) the employee notifies his supervisor at least three (3) days

in advance; (2) the employee is subject to recall to duty during the bargaining session, if the employee is on duty during the negotiation meeting.

- 2.5 The parties agree there shall be no discrimination against any employee covered by this agreement because of membership or activities in the Association, nor will the parties interfere with the right of employees to become or refrain from becoming members of the Association.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Village retains all rights of possession, care, control and management that it has by law, and retains the right to exercise the functions under the terms of the collective bargaining agreement. The Village possesses the sole right to operate the Fire Department and all management rights repose in it. The powers or authority which the Village has not specifically abridged, delegated or modified by other provisions of this agreement are retained as the exclusive prerogatives of the Village. These rights include, but are not limited to the following:
- A. To direct all operations of the Village of Sussex Fire Department;
 - B. To appoint or hire the Fire Chief or any other managerial staff;
 - C. To establish and require observance of reasonable work rules and schedules of work. The Association shall be provided a copy of new work rules ten (10) calendar days prior to implementation.
 - D. To place the Village Administrator or other Village managerial staff in positions of authority regarding the conduct of Village business and operations.
 - E. To determine the methods, means and personnel by which Village operations are to be conducted;
 - F. To hire, promote, transfer, schedule and assign (including overtime assignments) employees in positions within the department;
 - G. To create, revise and eliminate existing positions, departments, operations or work practices;
 - H. To suspend, demote, discharge and take other disciplinary action against employees;
 - I. To relieve employees from their duties;
 - J. To maintain efficiency of Village operations;
 - K. To take whatever action is necessary to comply with state or federal law;
 - L. To introduce new or improved methods or facilities;
 - M. To change existing methods or facilities;
 - N. To take whatever action is necessary to carry out the functions of the Village In situations of emergency;
 - O. To select employees, establish quality standards and evaluate employee performance;
 - P. To contract out for goods or services;

- Q. To determine the kinds and amounts of service to be performed as pertains to operations as well as the number and kind of classifications to perform such services;
- R. To determine the financial policies of the Village;

3.2 The parties agree that alleged violations of state and/or federal law and/or of the state and/or federal constitution shall not be subject to the arbitration procedures contained herein and shall be resolved in the appropriate state and/or federal forum.

ARTICLE 4 - DEFINITION OF EMPLOYEES

For the purpose of this Agreement, the following definitions will apply:

Employee or Member:

A Regular Full-time employee shall be defined as an employee who is regularly scheduled for at least fifty six (56) hours of work each week throughout the year and who occupies a regular position established by the department.

Full-Time Fire Fighter/Paramedic:

A bargaining unit member working as a fire fighter operating firefighting equipment and providing advanced emergency medical services. May be assigned to drive and operate firefighting apparatus, conduct fire inspections and conduct fire investigations.

Lieutenant:

A bargaining unit member that is assigned and serves as a company officer and supervises the members or function assigned. A Lieutenant possesses all of the qualifications of a credentialed fire fighter/paramedic, as well as possesses a State Certification as a Company Officer. May be assigned to drive and operate firefighting apparatus, conduct fire inspections and conduct fire investigations once successfully achieving the respective State of Wisconsin Certifications or other applicable certifications.

ARTICLE 5 - NO STRIKE/NO LOCK-OUT

5.1 The Association, its representatives and individual employees will not authorize, assist or support any strike, work stoppage, slow down or other activity that interferes with or interrupts the operation of the Village. In the event of any such activity, the Village shall immediately notify the Association thereof, and the Association shall immediately give public notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage or other conduct which is interrupting or impeding work.

5.2 There shall be no lock-out by the Village during the term of this Agreement.

5.3 Any employee violating 6.1 of this provision shall be subject to disciplinary action, up to and including discharge. In any arbitration proceedings involving a violation of this provision, the sole question for the arbitrator to determine is whether the employee

engaged in the prohibited activity. This provision shall not limit the Villages rights to seek other available legal remedies.

ARTICLE 6 - PROBATIONARY PERIOD

- 6.1 All newly-hired employees shall serve a probationary period of twelve (12) months worked. A probationary period may be extended for up to an additional three (3) months, at the discretion of the Fire Chief. The Village will provide notice to the local of any such extension.
- 6.2 Probationary employees may be disciplined, up to and including discharge, without regard to cause, without regard to the contractual grievance procedure, and without recourse to appeal to the [Fire Commission].
- 6.3 Upon completion of the probationary period, the employee shall be granted seniority rights and all benefits as provided for in this Agreement.

Article 7 - Insurance Benefits

The Village shall contribute 89% of the cost of health insurance premiums for eligible employees. The Village shall contribute 89% of dental insurance premiums for eligible employees. All other insurance benefits shall be provided to employees pursuant to the provisions of Section 9 of the Village of Sussex Personnel Policy and Procedures Manual, and as it may be amended in the future.

ARTICLE 8 - UNIFORM ALLOWANCE

- 8.1 The Village shall furnish proper safety equipment for all work per SPS 330 in the event the State of Wisconsin revises the SPS 330 clothing requirement, the changes shall be effective as of the date of the next collective bargaining agreement unless the change must be made immediately, in which case the Village will implement the change within a reasonable timeframe.
- 8.2 The Village shall provide uniforms for use inside the Public Safety Building and on calls when uniforms under 8.1 of this Agreement are not required. The Chief or his/her designees will provide and maintain a uniform list of items which are subject to section 8.3 of this Agreement.
- 8.3 The Village shall appropriate up to \$400 for each employee to be used for purchase of approved uniforms annually. For each piece purchased from the list of approved uniform items in Section 8.2, the Village shall provide the employee with a new item and the cost shall be deducted from the annual uniform allowance. The employee is responsible for proper care and maintenance of uniforms. The \$400 allowance resets each year on January 1st and does not carry over.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.1 **Definition of Grievance:** A grievance shall be defined as a dispute concerning the interpretation, application, and/or enforcement of the expressed terms of this agreement. This article shall not apply to discipline matters. The association or an employee may be a grievant.
- 9.2 **Subject Matter:** Only one (1) subject matter shall be covered in any one grievance. However, if one subject affects more than one employee, there may be more than one grievance. A written grievance shall contain the name and position of the grievant(s) filing the grievance, a statement of the grievance, the issue involved, the relief sought, the date the incident or violation occurred, the article(s) and sections of the agreement alleged to have been violated, the signature of the grievant(s) and the date.
- 9.3 **Time Limitations:** Any grievance not complying to the time limits set forth in this article shall be null and void. The term "days" shall mean calendar days. Time limits may be extended by mutual agreement in writing.
- 9.4 **Procedural Steps:** Grievances shall normally follow the steps below. However, by mutual agreement, in writing, the parties may bypass any of the following steps.
- Step 1:** The grievance shall be presented orally or in writing to the employees immediate supervisor within five (5) calendar days of the date the grieving party knew or should have known of the event giving rise to the grievance.
- Step 2:** If the grievance is not resolved in step one, the grievance shall be reduced to writing and submitted to the Fire Chief within fifteen (15) days of the immediate supervisor's response. The Fire Chief shall respond in writing with his decision within ten (10) calendar days of said written grievance.
- Step 3:** If the grievance is not resolved in Step two, the grievance shall be submitted to the Village Administrator within fifteen (15) days of receipt of the Fire Chief's response. The Village Administrator shall respond in writing with his decision within ten (10) calendar days of receipt of said grievance.
- Step 4:** If the grievance is not resolved in Step three, the Association may request, within fifteen (15) days of the date of that decision that the grievance be submitted to an arbitrator by submitting a letter to the Wisconsin Employment Relations Commission with a copy of the letter to the Village Administrator.
- 9.5 **Arbitration:** the Wisconsin employment relations commission shall submit a panel of five (5) arbitrators who reside in Wisconsin to the parties. The parties shall, within ten (10) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the list until one name remains. The grieving party shall have the first strike from the panel. Such persons shall then be the designated arbitrator, Any fees incurred for the panel shall be shared equally between the parties. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his selection, unless otherwise mutually agreed-upon by the parties.

- 9.6 Arbitrability: The Arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute. A statement of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable. Once it is determined that the dispute is arbitrable, the arbitrator shall proceed in accordance with this article to determine the merits of the dispute submitted to arbitration, and his decision shall be final and binding upon all parties.
- 9.7 Decision of the arbitrator: The decision of the arbitrator shall be in writing to the Village and the association. The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract provision allegedly breached. The arbitrator shall not modify, add to or delete from the expressed terms of the agreement. The arbitrator shall have no authority to impose liability on the Village for events rising before the effective date of the initial contract.
- 9.8 Arbitration costs: Both parties shall share equally the costs and expenses of the arbitration proceedings, including the fees of the arbitrator. Each party, however, shall bear it's on costs for witnesses, and all other out-of-pocket expenses, including possible attorneys fees. The party requesting a transcript shall pay the cost to produce such transcript. In the event the other party wishes a transcript of the hearing, the costs of providing a transcript will be divided equally between the parties.

ARTICLE 10 - DISCIPLINE

- 10.1 Standard: the Village reserves the right to discipline employees pursuant to the provisions of section 62.13(5), Wisconsin Statutes.
- 10.2 Appeal: An employee shall be entitled to appeal any disciplinary action pursuant to the provisions of section 62.13(5), Wisconsin Statutes except for those employees as noted in Article 5.
- 10.3 Oral reprimands cannot be grieved nor appealed. The Village reserves the right to reprimand an employee orally for reasons that are not arbitrary or capricious. The Village reserves the right to issue a written reprimand to an employee with just causes. Copies of oral and written reprimands shall be given to the employee. An employee may file a response to an oral or written reprimand which will be placed in his personal record along with the reprimand.
- 10.4 Loss or Damage: the Village agrees that employees shall not be charged for any loss or damage of Village owned property unless deliberate intent or willful misuse is shown.

ARTICLE 11 - SENIORITY

- 11.1 Definition: Seniority shall be determined from the last date of hire as full-time. If more than one employee is hired on the same date, seniority among such employees shall be determined by the Chief at the time of hire. Time spent on paid military leaves of absence, time loss because of duty connected disabilities, and Village approved paid leaves of absence, shall be included when determining seniority count. Unpaid leaves

not provided by either federal or state law of 30 or more consecutive workdays shall not count toward seniority

- 11.2 List of employees: the Village shall submit to the association, a list of employees in the fire department arranged in order of their seniority. Said list shall be submitted to the association within 10 days of this agreement and the association shall have another 10 days to check for its accuracy. If the association does not object to its accuracy within said 10 days, the seniority list shall be deemed accurate. The lists shall be kept current and posted in a conspicuous place at the fire stations association bulletin board for a reasonable period of time.
- 11.3 Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:
- A. Resigns;
 - B. Is discharged;
 - C. Is absent from work for two (2) consecutive work days without notification to the Village, unless unable to notify the Village for a valid reason;
 - D. Fails to report to work within 14 calendar days after having been recalled from layoff;
 - E. Fails to Report for work at the termination of an authorized leave of absence;
 - F. Accepts other employment without permission while on authorize leave of absence;
 - G. Works for another employer without permission while on authorized leave of absence; or
 - H. Retires.
- 11.4 Employees shall be laid off and recalled in accordance with section 62.13(5)(m), Wisconsin statutes.
- 11.5 The Fire Chief has the authority under Article 3 - Management Rights, to assign personnel by exercising reasonable discretion in lieu of an employees individual preference.
- 11.6 Lateral hire employees may receive a starting annual salary and a vacation allowance commensurate with their years of experience. Employees hired under this section will begin to earn seniority rights and privileges on the date of full-time hire with the Sussex Fire Department. All other provisions of this agreement apply as written.

ARTICLE 12 - OUTSIDE EMPLOYMENT

All full-time employees shall be expected to place the responsibilities and obligations of their position with the Village first and shall be permitted to engage in outside, non-Village work only subject to the following conditions:

- A. There shall be no interference or conflict of interest with the work of the Village and any outside work may be ordered stopped by the Fire Chief or Village Administrator, if in their opinion, such work is affecting the efficiency, quality and effectiveness of the employees work with the Village.
- B. No member of the department shall engage in any other employment or business for compensation without prior written notification to the Fire Chief, and subject to approval and such conditions and limitations as the chief may prescribe to avoid conflicts of interest or unfitness for duty.

ARTICLE 13 - RESIGNATION

- 13.1 Notification: Unless waived by the Village, employees planning to voluntarily terminate their employment with the Village are to notify the Chief as far in advance as possible, but not less than thirty (30) days prior to their last day on the job. Accumulated vacation may not be taken as part of a required thirty (30) day termination notice, unless otherwise approved in writing by the Chief.
- 13.2 Terminating employees must turn in all cell phones, keys and other village properties in their possession to the Chief or other designated personnel as directed. Failure to return Village issued materials and equipment will result in the forfeiture of accumulated vacation time.
- 13.3 If the employee does not give the proper notice or gives less notice than is mutually agreed upon, the employee shall be considered to have resigned with prejudice and automatically waives his or her rights to any payment of unused accrued vacation time and any other benefit not obligated to be paid by law. An employee who resigns before completing 365 days of service with the Village automatically waives his or her rights to any payment of unused accrued vacation time and any other benefit not obligated to be paid by law. Additionally, employees agree to pay back from their final check any used but not earned vacation time.

ARTICLE 14 - PARAMEDIC LICENSE

Employees must possess and maintain a valid and current Wisconsin Paramedic license, and must attend all state required continuing education which is necessary to retain the license. The Fire Chief retains the sole right to terminate the employment of any employee who does not maintain the paramedic license, or who loses the license for any reason. Such a termination shall not be considered to be disciplinary in nature, for the purposes of Section 62.13, Wisconsin Statutes.

ARTICLE 15 - ENTIRE MEMORANDUM OF AGREEMENT

This agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The Village and Association, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this agreement or which has been discussed between the parties during the negotiation process leading to this agreement.

ARTICLE 16 - SAVINGS CLAUSE

If any article or section of this Agreement, or any addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby.

ARTICLE 17 – OVERTIME

Overtime: Scheduled overtime shall be offered to all full-time and part-time personnel who are not currently scheduled for that shift, by email and phone or text message, at the discretion of the Fire Chief.

- 17.1 Full-time employees shall be paid an overtime rate of time and one-half (1-1/2) for all hours worked in excess of 182 in a 24-day work cycle, in accordance with Fair Labor Standards Act requirements. Overtime is calculated in fifteen (15) minute increments. Hours which are paid but are not worked, such as vacations, holidays, sick leave, shall not be counted toward overtime calculation.
- 17.2 Full-time employees who are off duty and who are called in shall be compensated at not less than two (2) hours at the appropriate rate of pay at time and one-half (1-1/2). This time shall not count as hours worked when calculating FLSA overtime.
- 17.3 Shifts eligible for voluntary overtime will be determined at the Fire Chief's discretion and will be offered to all employees no less than ten (10) days before the start of that open shift. All members shall be allowed no less than twenty-four (24) hours to respond to the voluntary overtime offering by logging into the online staffing program and indicating hours of availability. A seniority list shall be kept for voluntary overtime. The voluntary overtime offering will be awarded to the most senior member with needed certifications and the fewest scheduled hours for each 24-day FLSA cycle. The awarded overtime will then be immediately entered into the online staffing program. After a member is given voluntary overtime they will be moved to the bottom of that list. Open shifts that arise due to sick leave, funeral leave, etc., will be filled depending on qualifications on a first-come, first-served basis. All overtime and callback shall first be offered to equal rank personnel as equitably as possible. Fire Lieutenants work overtime for other Fire Lieutenants. However, if a Lieutenant is unable to work voluntary overtime in a Fire

Lieutenant position, then the voluntary overtime slot may be filled with any Fire Fighter who is on the acting Fire Lieutenant list.

- 17.4 In the event that the voluntary overtime callback list has been exhausted, mandatory overtime will be filled by holding over the least senior member of the previous shift. A seniority list shall be kept for mandatory overtime. The order of the list will operate in the opposite fashion of the regular overtime list, in that it will operate from the least senior to the most senior. After a member is given mandatory overtime they will be moved to the bottom of the list. The Fire Chief may schedule mandatory overtime up to two (2) weeks in advance for unfilled shifts.
- 17.5 If an employee requests to attend job-related training and it is approved by the Fire Chief, then the Fire Chief shall have the discretion to flex an employee's work schedule so as not to incur overtime for attendance at the training session(s).

ARTICLE 18 – HOLIDAYS

Holidays: The following holidays shall be recognized: New Year's Day; Easter; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Christmas Eve Day; Christmas Day; New Year's Eve Day.

- 18.1 Employees who work on any of the above-cited holidays shall receive pay at double time (2x) for all hours worked on the holiday.
- 18.2 Hours worked on the holiday shall not be counted toward FLSA overtime hours.

ARTICLE 19 – VACATIONS

The following shall be the vacation entitlement and procedures:

- 19.1 During the first calendar year of employment: Twelve (12) hours per full month of employment.
- 19.2 Beginning the first January 1 after date of hire: 144 hours.
- 19.3 Beginning the second January 1 after date of hire, and every January 1 thereafter: 144 hours, plus 12 hours for each full year of service, to a maximum of 312 hours of vacation.
- 19.4 Vacation is earned in the same year in which it is available, and all vacation for that calendar year is available on January 1. Vacation is considered to be earned on a monthly basis, such that the number of vacation days for which an employee is in that calendar year are divided by 12 for the monthly earned vacation allotment. If the employee is employed from the first day through the last day of that particular month, they have earned the vacation allotment for that month. Upon termination from employment, vacation which is used but has not been earned shall be deducted from the employee's final paycheck.
- 19.5 Vacation allowances must be used in the year they are available or be forfeited, except up to forty-eight (48) hours of vacation time may be carried over to the following year. Years of service shall be based upon the number of full years of service in which the member was eligible for vacation with the Village. Members who resign are eligible for a payout of vacation days prorated based upon the months worked in the year of the

resignation, minus vacation days which have already been used. An employee who resigns before completing 365 days of service with the Village automatically waives his or her rights to any payment of unused accrued vacation time and any other benefit not obligated to be paid by law. For example, an employee hired on or after January 1, 2021 who resigns on June 30, would be eligible for 50% of the vacation days granted on January 1 of that year, minus the days of vacation which were used as of June 30.

- 19.6 The Village may appoint new employees of the Department at a vacation step in the range which is commensurate with his/her years of experience serving in a sworn firefighter/paramedic capacity in another Department.

ARTICLE 20 - SICK LEAVE

In the first calendar year of employment, a fulltime employee will be allotted twelve (12) hours of sick leave for every full month the employee is anticipated to work for the remainder of the year.

On the first January 1st after the date of hire and every January 1st thereafter the employee will receive 192 hours of sick leave.

Sick leave is earned in the same year it is available and all sick leave for that calendar year is available on January 1. Sick leave is considered earned on a monthly basis, such that the number of sick hours an employee is eligible for in that calendar year are divided by 12 for the monthly earned sick allotment. If the employee is employed from the first day through the last day of that particular month they have earned the monthly vacation allotment for that month. Upon termination/resignation of employment, sick leave used but unearned will be deducted from the employee's paycheck. Employees are not entitled to a sick leave payout upon resignation or retirement.

Sick leave may be accrued up to 1,440 hours. Sick leave is to be used for illness of the employee or a member of the employee's immediate family, or for a non-work related accidental accident and/or disability of the employee or a member of the employee's immediate family. Employees may use sick leave for necessary treatment by a doctor or an immediate family member's treatment by a doctor. If doctor appointments must be scheduled during working hours, then the appointments must be scheduled during the first one and one-half hour of work or the last one and one-half hour of work, unless otherwise approved by the employee's supervisor in circumstances beyond the employee's control. Sick leave may be used for one twenty – four (24) hour shift to attend the funeral of a family member or close friend.

Sick leave must be reported formally to the employee's immediate supervisor prior to the start of the work day in which an employee will be absent due to the sick leave, or before the employee leaves work due to the illness. Employees who use sick leave must also report the sick leave on a form to be provided by the Village Administrator. If an employee is absent from work for two consecutive 24-hour shifts due to the employee's own illness, accident, or disability, the form which is completed by the employee must have attached to it a doctor's release for the employee to return to work. The Village reserves the right to investigate all sick leaves and to take necessary action to assure that sick leave is not used in a fraudulent manner. Some patterns of sick leave use may result in enhanced Village oversight of an employee's use of the program, such as when sick leave is being used on Mondays and Fridays, or in the case of other unusual patterns of sick leave usage.

ARTICLE 21 - TRADES

A trade of duty time may be made by any Association member providing that the parties adhere to the "Trade Request" Department Policy and the parties receive the prior approval of the officer in charge (such approval not to be unreasonably withheld) after filling out the proper department form. Failure to obtain approval shall result in the members considered absent without leave. The Village shall not incur any liability for overtime because of exchanges in duty hours by reason of such trades. Association members recognize that repayment of trades is a private obligation between the employees and it shall be the responsibility of the individuals involved in the trade to see that they respectively fulfill such obligation. No trade shall be approved if the employee will incur over seventy-two (72) consecutive hours worked.

ARTICLE 22 - LIGHT DUTY

"Light Duty" is a special, short, temporary work assignment that is not an employee's regular position and may be assigned in the Village's discretion if:

- A. An employee has a temporary medical restriction which prohibits the employee from performing the essential functions of his or her job with or without a reasonable accommodation; and
- B. If the employee meets the requirements as set forth below.

An employee's written request for a "light duty" assignment may be granted where such temporary assignment is available and possible, and the provision for light duty assignment is determined by the Village, in its sole discretion, to be in its best interest at the time. The Village reserves all rights with respect to the creation and implementation therein at any time, even in the middle of a light duty assignment as the amount and type of light duty work will vary from time to time based on changing needs and Village budget. Light duty is a specially created assignment for a specifically limited time period, and may be granted only if the employee is unable to perform the essential functions of his or her job without a reasonable accommodation, and one of the following specific fact sets exists:

- A. An employee has temporary medical restrictions and is recuperating from an injury occurring while the employee was performing services growing out of an event incidental to his or her employment and is covered by the Worker's Compensation Act; or
- B. A Full-Time employee who has temporary medical restrictions and who has been on light duty fewer than three times previously with the Village.

Light duty is temporary and a light duty assignment shall not last more than three months and all light duty assignments will have a written termination date. An employee may request up to a one month extension of the light duty assignment in the rare circumstances in which the employee is only waiting for their medical appointment to provide final clearance for a full return to work. The Employee, when requesting such an extension, shall provide to the Village the necessary information, to the satisfaction of the Village the necessary information, to the satisfaction of the Village that such an extension will result in the employee being able to return within that extension time period to their regular pre-injury position.

In the event the employee is not able to return to his or her regular pre-injury position at the end of the light duty work assignment, the light duty assignment is ended and will not become a long term or permanent assignment.

Employees may be assigned light duty on a part-time basis, at a different rate of pay, different location, different hours, and/or with different duties than performed in the employee's pre-injury position. Light duty will not count as leave time used under the Family and Medical Leave Act.

Written notices will be given whenever a light duty work assignment is created, in the sole discretion of the Village. The notice will state that a temporary assignment has been established and will state the end date of the light duty assignment. The Village Administrator, or his or her designee, will be responsible for sending appropriate notices to employees placed on light duty assignments.

Any qualified employee with a disability may request a reasonable accommodation to enable the employee to perform the essential functions of his or her job, which shall not be considered to be a light duty assignment.

ARTICLE 23 - HOURS OF WORK

Full time employees who are covered by this Agreement shall be regularly scheduled to work in established work groups to work 24 hours a day, seven days per week, subject to the following:

- A. Regular work groups shall work a schedule/period of forty-eight (48) hours on duty and ninety-six (96) hours off duty, for an average of fifty-six (56) hours per week, with shifts starting at 6:00 AM.
- B. For purposes of meeting the Fair Labor Standards Act (FLSA), 182 hours in a 24-day cycle has been established by the Village.
- C. Work hours shall be reduced by full-time employees selecting one of their 15 cycles of Work Reduction Hours (12 hours of a 24 hour work day), or a vacation day, within each 24-day FLSA cycle.
- D. The Department intends to use part-time firefighters to fill in on periods of Work Reduction Hours during the 24-day work cycle, for the purposes of maintaining observation of the FLSA overtime standards and restrictions. Work Reduction Hours shall be unpaid.
- E. Full-time employees shall select Work Reduction Hours by seniority based on date of hire as a full-time firefighter, at the same times as annual first round vacation picks within the Department.
- F. Only one full-time employee may schedule a Work Reduction Hours on any given work day. The Chief or designee shall approve Work Reduction Days, based upon seniority.
- G. The twelve hours that precede the Work Reduction Hours may be traded between full-time employees provided that the trade meets all applicable shift trade criteria which are established in this Agreement and in Department policy, and does not result in monetary impact to the Village and the Department.
- H. In case of emergency, the Chief or designee shall have the authority to deviate from the normal schedule in order to address the emergency and provide coverage.

- I. The Village will allow Full Time firefighters and LT's to select to not have a 12 hour work reduction period within a FLSA period where 12 or 24 hours of vacation are selected for the same period for said person. This process will be in a manner and system as determined by the Chief at the same time as vacations are selected for the year and must include the full 12 hour work reduction period. This election cannot be changed without prior approval of the Chief. The Chief reserves all rights not to allow any change once the selection(s) have been made for the year. The Village further reserves all rights to discontinue or modify the program as the Village deems necessary.

ARTICLE 24 – SALARY/SALARY SCHEDULE

Firefighter	1/1/21	7/1/21	1/1/22	7/1/22	1/1/23	7/1/23	12/31/23
	\$17.90	\$18.08	\$18.44	\$18.63	\$19.00	\$19.19	\$20.10
	(+2%)	(+1%)	(+2%)	(+1%)	(+2%)	(+1%)	(+4.7%)

[Step 1:]	1/1/2024	Salary Schedule Begins:	+2%	(\$20.50)
[Step 2:]	1/1/2025	Salary Schedule Continues:	+2%	(\$20.91)
[Step 3:]	1/1/2026	Salary Schedule Continues:	+2%	(\$21.33)
[Step 4:]	1/1/2027	Salary Schedule Continues:	+2%	(\$21.76)
[Step 5:]	1/1/2028	Salary Schedule Concludes:	+2%	(\$22.19)

[Note:] The above-stated salary schedule hourly rates may be supplemented by any applicable across the board salary increases to which the Village and the Local have agreed in collective bargaining for the year(s) in question.

Effective as of the date of the commencement of the successor to the 2021-2023 collective bargaining agreement, eligible employees shall be placed on a five-step salary schedule. This schedule shall be comprised of guaranteed salary increases of two percent (2%) each year, commencing on January 1 of the year in question, which may be supplemented by agreed-upon across the board increases if that has been agreed by the parties in negotiations between the Village and the Local.

Following step five, employees shall retain all salary increases which have been provided pursuant to this salary schedule, but shall not be placed on a salary schedule unless the parties have agreed to such through collective bargaining.

Lieutenant	1/1/2021	1/1/2022	7/1/2022	1/1/2023	7/1/2023
	\$23.81	\$24.29	\$24.53	\$25.02	\$25.27
		(+2%)	(+1%)	(+2%)	(+1%)

ARTICLE 25 - ACTING LIEUTENANT PAY

When the Fire Chief determines it is necessary to assign a qualified Firefighter/Paramedic on duty to the temporary position of acting Lieutenant, the Firefighter/Paramedic shall receive the additional pay rate of \$1.50 per hour. No compensation shall be provided for any assignment that is the result of a trade. To be qualified for this differential pay the employee must meet all of the minimum qualifications of the Lieutenant job description.

Memorandum of Agreement Between Village of Sussex and Local [], International Association of Firefighters

January [], 2022

The parties to this Agreement are the Village of Sussex (“Village”) and Local [], I.A.F.F. (“Local”). In accordance with agreement reached in collective bargaining on September 28, 2021, the Village and the Local hereby agree to the following:

1. Regular work groups shall work a schedule/period of forty-eight (48) hours on duty and ninety-six (96) hours off duty, for an average of fifty-six (56) hours per week, with shifts starting at 7:00 am.
2. For purposes of meeting the Fair Labor Standards Act (FLSA), 182 hours in a 24-day cycle has been established by the Village.
3. Work hours during each 24-day cycle shall be reduced by full-time employees selecting one of their 15 groups of work reduction hours (12 hours of a 24 hour day) or a vacation day, within each 24-day FLSA cycle.
4. The Department intends to use part-time firefighters to fill in on Work Reduction Hours during the 24-hour work cycle when available, for the purpose of maintaining observation of the FLSA overtime standards and restrictions. Work reduction hours shall be unpaid for full-time employees.
5. During the 2022 contract year (January 1, 2022 through December 31, 2022), full-time employees shall be guaranteed seventy-two (72) hours of overtime, to be paid at time and one-half of the employee’s hourly salary, based upon a work year of 2,752 annual work hours.
6. During the 2023 contract year (January 1, 2023 through December 31, 2023), full-time employees shall be guaranteed twenty-four (24) hours of overtime, to be paid at time and one-half of the employee’s hourly salary, based upon a work year of 2,752 annual work hours.
7. The selection of the guaranteed overtime hours shall occur, if practicable, when vacation selections are made in the Department. Overtime which is not a part of the guaranteed overtime that is stated herein shall be governed by applicable Department procedures and by the applicable terms of the 2021-2023 collective bargaining agreement.
8. This Memorandum of Agreement shall not serve as precedent, with regard to the guarantee of overtime hours as stated in Paragraphs 5 and 6 herein, to any future transactions between the Village and the Local, and shall not be past practice between the parties.
9. This Memorandum of Agreement shall expire as of December 31, 2023.

Executed this [] day of [] 2022 by the Village of Sussex and Local [], I.A.F.F.

Village of Sussex

Date: _____

Local [], International Association of Firefighters

Date: _____