

AGENDA VILLAGE BOARD VILLAGE OF SUSSEX 6:00 PM TUESDAY, JULY 25, 2023 SUSSEX CIVIC CENTER – BOARD ROOM 2nd FLOOR N64W23760 MAIN STREET

- 1. Roll call.
- 2. Pledge of Allegiance.
- 3. Consideration and possible action on <u>minutes</u> of the Village Board meeting held on June 27, 2023.
- 4. Communications and Public Hearings
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions including Successfully Sussex Awards.
- 5. <u>Committee Reports</u>
 - 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. Finance and Personnel Committee. Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.
 1. Consideration and possible action on June check register and p-card.
 - 2. Consideration and possible action on Ace Hardware purchases.
 - D. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - E. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - F. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.
 - G. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - H. Public Works Committee. Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.
 - 1. Consideration and possible action on Public Works bills for payment.
- 6. Staff Reports on upcoming events, projects, future agendas and scheduled meetings.
 A. Potential Budget Dates 5:00 PM Light Meal 5:30 PM Start times Kick-off Wednesday September 6, Tuesday September 12th Workshop 1, Tuesday October 10th Workshop 2, Tuesday October 24th Final if necessary.
- 7. Comments from citizens present.

- 8. Old Business.
- 9. New Business.
 - A. Consideration and possible action on <u>Resolution 23-25</u> Authorizing <u>Amendments</u> to \$5.9 million Village of <u>Sussex</u>, Wisconsin Industrial <u>Development</u> Revenue <u>Bonds</u>, Series 2016A (Sussex IM, Inc. Project) <u>issues</u> on <u>July 13, 2016</u>.
 - B. <u>Consideration</u> and possible action on Approval of the <u>2024-2028 Collective</u> Bargaining Agreement between the Village of Sussex and Local 5241, International Association of Firefighters.
- 10. Consideration and possible action on resignations and <u>appointments</u>.
- 11. Consideration and possible action on a motion to convene into executive session under Wis. Stats. 19.85(1)(c) when considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility with respect to a potential contract amendment with the Village Administrator.
- 12. 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 be in attendance at 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. 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 Jeremy Smith at 246-5200.

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

Minutes of the Village Board Meeting of June 27, 2023

1. Roll Call

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

- Members present: Stacy Riedel, Greg Zoellick, Lee Uecker, President Anthony LeDonne, Scott Adkins, Ron Wells, and Benjamin Jarvis
- Members excused: None
- Also present: Assistant Village Administrator Kelsey McElroy-Anderson, Administrator Jeremy Smith, Attorney John Macy, Clerk-Treasurer Jennifer Moore, Finance Director Taylor Walls, and members of the Public.

2. Pledge of Allegiance

President LeDonne led the pledge of allegiance.

3. Meeting Minutes

A motion by Jarvis, seconded by Zoellick to approve the May 23, 2023 Village Board meeting minutes.

4. Communications and Public Hearings

A. Village President Report

The Village President listed several upcoming meetings and events in the Village of Sussex including:

- 7/4 Civic Center offices closed
- 7/19 Concert in the Park 1:00 3:00pm Village Park
 - Library Board Mtg
- 7/20 Pints in the Park 5:00 8:00 Armory
- 7/24 Summer Story Walk begins
- 7/25 Village Board meeting 6:00

B. Annual Audit Presentation

Village Auditor, Brian Anderson, Wipfli, attended the meeting via Zoom and presented the 2022 Village Audit. Village Administrator, Jeremy Smith, then presented the Annual Financial Report to the Citizens.

5. Committee Reports

A. Board of Fire Commissioners Report Did not meet in June.

B. Community Development Authority

Did not meet in June.

C. Finance and Personnel Committee Report

- Motion by Jarvis, seconded by Wells to approve the May Check Register and P-card Statement in the amount of \$1,458,144.45.
 Motion carried 7-0
- Motion by Jarvis, seconded by Riedel to approve the May Ace Hardware purchases in the amount of \$1,021.84. (LeDonne Abstained) Motion carried 6-0

Motion carried 7-0.

3. A. Motion by Jarvis, seconded by Uecker to approve the Operators License for Jordan Ziebell.

Motion carried 7-0

B. Motion by Jarvis, seconded by Wells to approve the Operators License for Austin Slack.

Motion carried 7-0

 Motion by Jarvis, seconded by to approve the outside establishment permit and expansion of Combination Class "B" licensed premises for Hacker's Haven, N64W24838 Main Street, for Tap In Golf Bar.

Motion carried 7-0

FOR ALL OF THE CLASS B Licenses the patrons have been put on notice that per Village Ordinance 4.02(9)(B) If a license or permit issued under this ordinance is not used within ninety (90) days after its issuance or its usage is discontinued for a period of ninety (90) days or more, such non-use shall be grounds for cancellation, suspension, revocation or non-renewal of the license or permit in accordance with the provisions of this ordinance and the laws of Wisconsin.

5. Combination Class "B" Retail License Renewals

- A. Russell Restaurant Group LLC, N64W23246 Main Street, Sussex, 53089, for Belfast Station, Agent: Bruce A. Russell.
- B. Sussex Bowl Inc., N64W24576 Main Street, Sussex, 53089, for Sussex Bowl, Agent: Stephen Michael Hoehnen.
- C. Ichiban Sussex WI, LLC, N65W24838 Main Street, Sussex, 53089, for Ichiban Sushi & Steak House, Agent: Chuan Qing Dong.
- D. Helen & Quintin, LLC, W232N6368 Waukesha Ave, Sussex, 53089, for Rumors Sports Bar & Grill, Agent: Quintin Matthew Christianson.
- E. WI Ludwig, LLC, N62W23675 Main Street 101R & 102R, Sussex, 53089, for The Goat, Agent: Charles Hastings.
- F. Thirsty Duck, LLC, N64W23180 Main Street, Sussex, 53089, for Thirsty Duck, Agent: Daniel Paul Zierath.
- G. PB Kitchen, N64W23316 Main Street, Sussex, 53089, for "the" Kitchen, Agent: Gabriel P Kolesari.
- H. Hacker's Haven, N65W24838 Main Street, Sussex, 53089, for Tap In Golf Bar, Agent: Bret Flora.

A motion by Jarvis seconded by Uecker to approve the renewal applications for Combination Class "B" Retail License for the Sale of Fermented Malt Beverages & "Class B" Retail License for the Sale of Intoxicating Liquors July 1, 2023 to June 30, 2024 per agenda items 5, A – H (as listed above) subject to the standard conditions and notification to all license holders of Section 4.02(9)(B) of the Municipal Code "Non-Use of License." Motion carried 7-0

A motion by Jarvis seconded by Uecker to approve the renewal applications for Combination Class "B" Retail License for the Sale of Fermented Malt Beverages & "Class B" Retail License for the Sale of Intoxicating Liquors July 1, 2023 to June 30, 2024 Quad/Graphics, Inc, N61W23044 Harry's Way, Sussex, 53089, for Quad/Graphics, Inc., Agent: Gary L. Chitwood subject to the standard conditions and notification to all license holders of Section 4.02(9)(B) of the Municipal Code "Non-Use of License." (Trustee Wells abstained) Motion carried 6-0

6. Reserve Combination Class "B" Retail License Renewals

A motion by Jarvis seconded by Wells to approve the Reserve Combination Class "B" Retail License for the sale of Fermented Malt Beverages & "Class B" Retail License for the Sale of Intoxicating Liquors July 1, 2023 to June 30, 2024 to El Jimador Mexican Grill, LLC, N65W24838 Main Street, Sussex, 53089 for El Jimador Mexican Grill, Agent: Juan Antonio Fuentes, subject to the standard conditions. Motion carried 7-0

7. Combination Class "A" Retail License Renewals

- A. NAVAAB LLC, N64W24310 Main Street, Sussex, 53089, for Sussex Liquor, Agent: Paviter Singh Sangha.
- B. Meijer Stores Limited Partnership, N51W24953 Lisbon Road, Pewaukee, 53072, for Meijer Store #275, Agent: Ryan Keyes.
- C. TTLC4 LLC, N63W23735 Main Street, Sussex, 53089, for Piggly Wiggly #143, Agent: Ted Edward Schelonka.
- D. MK Business, Inc., W232N6116 Waukesha Ave., Sussex, 53089, for Sussex Mobil, Agent: Manpreet Kaur Talbert.
- E. Kwik Trip Inc., W250N5279 Business Drive, Sussex, 53089, for Kwik Trip #1124, Agent: Michael Ronald Barnes.
- F. Sussex Convenience, Inc., N62W23456 Silver Spring Dr., Sussex, 53089, for Sussex Convenience, Agent: Bishnu Prasad Adhikari.
- G. Ultra Mart Foods, LLC N65W24838 Main Street, Sussex, 53089, for Metro Market #380, Agent: Gina R. Behling.

A motion by Jarvis, seconded by Riedel to approve the renewal applications for a Combination Class "A" Retail License for the Sale of Fermented Malt Beverages & "Class A" Retail License for the Sale of Intoxicating Liquors July 1, 2023 to June 30, 2024 per agenda items 7 A – G (as listed above) subject to the standard conditions. Motion carried 7-0

8. Class "A" Retail License for the Sale of Fermented Malt Beverages and Cider Renewals

- A. Dairyland Retail Group, N64W24925 Main Street, Sussex, 53089, for 7-Eleven #35844, Agent: Elizabeth Jane Evans.
- B. Meijer Stores Limited Partnership, N51W24847 Lisbon Road, Pewaukee, 53072, for Meijer Gas Station #275, Agent: Ryan Barnett.

A motion by Jarvis, seconded by Wells to approve the renewal applications for a Class "A" Retail License for the Sale of Fermented Malt Beverages and Cider July 1, 2023 to June 30, 2024 per agenda items 8 A - B (as listed above) subject to the standard conditions. Motion carried 7-0

9. Class "A" Retail License for the Sale of Fermented Malt Beverages Renewal

A motion by Jarvis, seconded by Uecker to approve the renewal applications for a Class "A" Retail License for the Sale of Fermented Malt Beverages July 1, 2023 to June 30, 2024 for FSA, LLC, N64W23270 Main Street, Sussex, 53089, for Sussex Clark, Agent: Faraz Samin Ansaree, subject to the standard conditions. Motion carried 7-0

10. Class "B" Retail License for the Sale of Fermented Malt Beverages and Class "C" License for the Sale of Wine

A motion by Jarvis, seconded by Riedel to approve the Class "B" Retail License for the Sale of Fermented Malt Beverages and Class "C" Retail License for the Sale of Wine July 1, 2023 to June 30, 2024 for Tony Maronni we make em' you bake em' LLC, N63W23951 Main Street, Sussex, 53089, for Tony Maronni, Agent: Tony Lippold, subject to the standard conditions. Motion carried 7-0

11. Dance License Renewals

A motion by Jarvis, seconded by Wells to approve the renewal applications for a Class A, B, and C Dance License July 1, 2023 to June 30, 2024 for Sussex Bowl subject to the standard conditions. Motion carried 7-0

12. Amusement Device and Arcade License Renewals

- A. Tap In Golf Bar 5 permits
- B. Rumors Sports Bar & Grill 9 permits
- C. Sussex Convenience 5 permits
- D. Sussex Bowl 42 permits + Arcade License
- E. Belfast Station 9 permits
- F. Northern Novelty (10 in Belfast Station/ 16 in Thirsty Duck) –26 permits
- G. Meijer Store 1 permit
- H. National Entertainment Network, LLC. 1 permit

A motion by Jarvis, seconded by Wells to approve the renewal applications for Amusement Device Licenses and Arcade Licenses July 1, 2023 to June 30, 2024 per agenda items 12 A - H (as listed above) subject to the standard conditions. Motion carried 7-0

D. Park & Recreation Board Report

The Board met with residents at Coldwater Park. No July meeting.

E. Pauline Haass Library Board Report

Trustee Zoellick presented an update from the Library Board.

F. Plan Commission Report

- 1. Motion by Zoellick, seconded by Uecker to Ordinance #890 to repeal and recreate Section 4.06(6)(A) regarding the number of dogs over the age of 5 months kept upon any premise within the village.
- 2. Motion by Adkins second by Jarvis to table this item and send it back to the Plan Commission for additional community research Motion carried 5-2 (Zoellick & Wells Opposed)

G. Public Safety and Welfare Report

Did not meet in June

H. Public Works Committee Report

1. Motion by Adkins, seconded by Uecker to approve the May invoices in the amount of \$801,918.50.

Motion carried 7-0

- 2. Motion by Adkins, seconded by LeDonne to approve Resolution 23-24 accepting the Compliance Maintenance Annual Report. Motion carried 7-0
- Motion by Adkins, seconded by Uecker to award the Woodside Water Tower Riser Pipe Replacement contract to Lane Tank Company, Inc. in the amount of \$72,250.00 and establish a 10% contingency for a total allocation of \$79,475.00.
 Motion carried 7-0

6. Staff Reports

Ms. McElroy-Anderson: Nothing to report

Mr. Smith: Outdoor recreation classes canceled tonight due to the air quality. Monitoring air quality for tomorrow. Local Government Funding bill was signed by the Governor.

Atty. Macy: Land development change by the legislature. Zoning Board of Appeals training available.

Ms. Moore: Nothing to report

7. Comments from Citizens Present

No one was present who wished to be heard.

8. Old Business

None

9. New Business

10. Consideration on resignation and appointments

Motion by LeDonne, seconded by Zoellick to approve the Citizen Appointments as recommended by President LeDonne. (Wells abstained) Motion carried 6-0

11. Closed Session

President LeDonne announced the closed session as required.

Motion by LeDonne, seconded by Uecker to convene into executive session under 19.85(1)(c) when considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility with respect to a potential contract amendment with the Village Administrator.

On roll call, all voted Aye; Motion Carried

12. Adjournment

A motion by LeDonne, seconded by Jarvis to adjourn at 8:08PM.

Motion carried 7-0

Respectfully submitted, Jennifer Moore Clerk-Treasurer



MEMORANDUM

To:	Village Board
From:	Jennifer Moore, Clerk-Treasurer
Re:	Village Board Meeting- July 25, 2023
Date:	July 19, 2023

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

5.C.1. Staff recommends approval of June Check Register and P-card Statement in the amount of \$3,996,000.07. Please see the disbursement summary and registers for additional information.

5.C.2. Staff recommends approval of the June Ace Hardware purchases in the amount of \$702.95. Please see the disbursement summary for additional information.

5.H.1. Staff recommends approval of the June invoices in the amount of \$782,884.46. Please see the bills for more information.

6.A. Staff would look at the following budget dates 5:00 PM Light Meal 5:30 PM meeting

Kick-off Wednesday September 6, Tuesday September 12th Workshop 1, Tuesday October 10th Workshop 2, Tuesday October 24th Final if necessary.

9.A. Staff recommends approval of Resolution 23-25, A Resolution Authorizing Amendments to \$5,900,000Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project) Issued on July 13, 2016. This Resolution is the Second Amendment relating to the Series 2016A bonds and amends the bond agreement interest rate. Please see the Resolution and amendment documentation for more information.

9.B. Staff recommends approval of the 2024-2028 Collective Bargaining Agreement with Local 5241. The collective bargaining agreement with Local 5241 of the International Association of Firefighters expires in 2023. The parties have been in negotiations and the new contract has been ratified by Local 5241. Please see the memo from Assistant Village Administrator Kelsey McElroy-Anderson for the proposed contract changes and more information

10. One appointment to the Senior Citizen Advisory Committee was missed on the June memo. The Village President recommends approval of the proposed citizen reappointment. Please see the Proposed Citizen Appointment List for additional information.

11. The Village Board will go into executive session to talk about the amendment of the Contract with the Village Administrator. There will be closed session materials.

Village of Sussex Village Board Payment Approvals Jun-2023

Payroll Registers

First Pay Period - Regular First Pay Period - Vac Pay Out First Pay Period - Sick Pay Out	\$	138,201.20	
Second Pay Period - Regular	\$	148.227.60	
Second Pay Period - Board Monthly	\$	2.861.69	
Second Pay Period - Vac Pay Out	\$	2,572.70	
Second Pay Period - Vac Pay Out	\$	931.00	
Third Pay Period - Regular			
	<u>\$</u>	-	
Total Payroll	\$	292,794.19	
Check Register (06/01/23 - 06/30/23)	<u>\$</u>	3,703,205.88	(less Ace Hardware)
Grand Total	\$	3,996,000.07	

VILLAGE OF SUSSEX CHECK REGISTER Jun-23

COMMENTS

DATE	UNEUN#	VENDOR
06/02/23 06/02/23	019655 019656	DAN PLAUTZ CLEANING SERVICE E.H. WOLF & SONS INCSLINGER
06/02/23	019656	E.H. WOLF & SONS INCSLINGER
06/02/23	019657	FUGIASCO, JAKE
06/02/23	019657	FUGIASCO, JAKE
06/02/23	019657	FUGIASCO, JAKE
06/02/23 06/02/23	019657 019658	FUGIASCO, JAKE HAWKINS, INC.
06/02/23	019659	LANNON STONE PRODUCTS
06/02/23	019659	LANNON STONE PRODUCTS
06/02/23	019659	LANNON STONE PRODUCTS
06/02/23	019660	POMPS TIRE
06/01/23	019661	WCTC REGISTRATION
06/09/23	019662	CARRICO AQUATIC RESOURCES
06/09/23	019663	E.H. WOLF & SONS INCSLINGER
06/09/23 06/09/23	019664 019665	JASTER, JOEL JOHNSON S NURSERY INC
06/09/23	019666	NORTH SHORE BANK, FSB
06/09/23	019667	RIVER RUN COMPUTERS INC.
06/09/23	019667	RIVER RUN COMPUTERS INC.
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06/09/23	019667	RIVER RUN COMPUTERS INC.
06/09/23	019667 019668	RIVER RUN COMPUTERS INC. PROFESSIONAL FIRE FIGHTERS OF
06/09/23 06/09/23	019669	IDEAL MECHANICAL
06/09/23	019670	RUEKERT & MIELKE
06/09/23	019670	RUEKERT & MIELKE
06/09/23	019670	RUEKERT & MIELKE
06/09/23	019671	WOLF PAVING CO., INC
06/16/23	019672	ABT, CHARLOTTE
06/16/23	019673	ACKERET, JOSEPH
06/16/23 06/16/23	019673 019673	ACKERET, JOSEPH
06/16/23	019673	ACKERET, JOSEPH ACKERET, JOSEPH
06/16/23	019674	ASSOCIATED APPRAISAL CONSULT
06/16/23	019675	CARRICO AQUATIC RESOURCES
06/16/23	019676	E.H. WOLF & SONS INCSLINGER
06/16/23	019676	E.H. WOLF & SONS INCSLINGER
06/16/23	019677	GRGIC, MARKO
06/16/23	019678	HADLER, ETHAN
06/16/23	019678	HADLER, ETHAN
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06/16/23	019679	HAWKINS, INC.
06/16/23	019680	HEINEN, BENJAMIN
06/16/23	019681	NASSCO INC.
06/16/23	019681	NASSCO INC.
06/16/23 06/16/23	019681 019682	NASSCO INC. POMPS TIRE
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VENDOR

AMOUNT

DATE

CHECK#

\$947.00 MAY 2023 CLEANING SERVICE \$751.52 NO LEAD GASOLINE \$532.83 DIESEL FUEL \$25.95 REIMBURSEMENT - COMPETENT PERSON TRAINING EXPENSES \$25.94 REIMBURSEMENT - COMPETENT PERSON TRAINING EXPENSES \$25.94 REIMBURSEMENT - COMPETENT PERSON TRAINING EXPENSES \$25.94 REIMBURSEMENT - COMPETENT PERSON TRAINING EXPENSES \$1,317.67 AZONE \$271.09 3/8" TB - VP GAGA PIT -\$271.09 3/8" TB - VP GAGA PIT \$271.09 3/8" TB - VP GAGA PIT \$1,586.67 TIRES & ALIGNMENT 2018 F350 \$738.32 PARAMEDIC REFRESHER-AH,CK, FIRE CERT TESTING FEE-NR, CARDS \$350.00 PH HELP SESSION 3 OF 4 \$426.73 DIESEL FUEL - MOWERS \$68.78 REIMBURSEMENT-MILEAGE-INSPECTIONS-5/1-31/2023 \$282.00 DAYLILIES, SPIREAS - WWTP \$1,688.16 DEFERRED COMPENSATION \$814.07 VEEAM BACKUP \$236.21 VEEAM BACKUP \$226.87 VEEAM BACKUP \$57.39 VEEAM BACKUP \$99.00 PSB - REPLACE HOST - TECHNICAL DESIGN \$33.00 PSB - REPLACE HOST - TECHNICAL DESIGN \$33.00 PSB - REPLACE HOST - TECHNICAL DESIGN \$429.48 UNION DUES - JUNE 2023 \$1,419.53 REWIRED UNIT HEATER \$1,837.06 REDFORD HILLS S/D - PROF. SERV. 2/25-3/24/2023 \$5,859.14 WATER MODELING - PROF. SERV. 2/25-4/21/2023 \$154.50 THE HIGHLANDS - PHASE B - PROF. SERV. 3/25-4/21/2023 \$743,826.06 2023 ROAD PROGRAM - 4/7-5/15/2023 \$62.70 REIMBURSEMENT - DAY CAMP TRAINING EXPENSE \$13.81 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$13.83 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$13.83 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$13.83 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$4,280.01 ASSESSOR FEES - JUNE 2023 \$169.75 PENTAIR DIVERTER SEAL FORHIFLOW \$1,171.37 NO LEAD GASOLINE \$344.00 DIESEL FUEL \$720.00 PICKLEBALL - BEGINNERS - 5/8-22/2023 \$13.81 REIMBURSEMENT-ADVANCED SAFETY TRNG EXPENSES \$13.83 REIMBURSEMENT-ADVANCED SAFETY TRNG EXPENSES \$13.83 REIMBURSEMENT-ADVANCED SAFETY TRNG EXPENSES \$13.83 REIMBURSEMENT-ADVANCED SAFETY TRNG EXPENSES \$10,033.83 CHEMICALS \$13.81 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$13.83 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$13.83 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$13.83 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$904.84 CLEANSER, TISSUE, LINERS \$117.80 LINERS \$292.32 TOWELS, PAPER PLATES \$183.16 TIRES - CRANE TRUCK

G 100-16110 Inventory G 100-16120 Diesel Inventory E 100-53311-000-390 Expenses E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies E 640-53650-000-324 Schooling & Dues E 610-53700-000-631 Treatment-Chemicals E 100-57620-000-820 Improvements R 100-000-49220 Transfer from Special Rev Fund E 220-59210-000-999 Transfer E 610-53700-000-933 Transportation Expenses E 100-52200-000-324 Schooling & Dues E 100-55200-000-394 Splashpad Operations E 100-55200-000-239 Gasoline & Diesel E 100-52400-000-390 Expenses E 620-53610-100-249 Maint--General Plant G 100-21520 North Shore Withheld E 100-51430-000-397 Licensing Costs E 610-53700-000-923 Outside Services Employed E 620-53610-100-212 Outside Services E 640-53650-000-340 Data Processing Services E 100-57190-000-810 Equipment E 610-53700-000-921 Office Supplies & Expenses E 620-53610-100-310 Office Supplies G 100-21550 Union Dues Withheld E 620-53610-100-249 Maint--General Plant E 100-51491-000-216 Engineering E 610-53700-000-923 Outside Services Employed E 470-57331-000-216 Engineering E 410-57331-000-290 Contractual Fees E 100-55350-000-390 Expenses E 100-53311-000-390 Expenses E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies E 640-53650-000-324 Schooling & Dues E 100-51530-000-218 Assessor--Fees E 100-55200-000-394 Splashpad Operations G 100-16110 Inventory G 100-16120 Diesel Inventory E 100-55350-000-140 Program Instructors E 100-53311-000-390 Expenses E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies E 640-53650-000-324 Schooling & Dues E 610-53700-000-631 Treatment-Chemicals E 100-53311-000-390 Expenses E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies E 640-53650-000-324 Schooling & Dues E 100-55200-000-298 Contract--Misc Sanitation E 100-55200-000-298 Contract--Misc Sanitation E 620-53610-100-249 Maint--General Plant E 610-53700-000-933 Transportation Expenses

ACCOUNT DESCRIPTION

E 100-52100-000-242 Maint--Bldg & Facilities

06/16/23 019683 PREMIER BUILDING INSPECTIONS 06/16/23 019684 REINDERS 06/16/23 019684 REINDERS 06/16/23 019685 SCENIC VIEW MAINTENANCE 06/16/23 019685 SCENIC VIEW MAINTENANCE 06/16/23 019686 WAUKESHA STATE & RUETZ 06/16/23 019687 WAUKESHA STATE & THUMANN 06/16/23 019688 RIVER RUN COMPUTERS INC. 06/23/23 019689 ABT, CHARLOTTE 06/23/23 019690 E.H. WOLF & SONS INC.-SLINGER 06/23/23 019690 E.H. WOLF & SONS INC.-SLINGER 06/23/23 FAMILY STRONG SUSSEX 019691 06/23/23 GRGIC, MARKO 019692 06/23/23 019693 JOHNSON S NURSERY INC 06/23/23 019694 NORTH SHORE BANK, FSB 06/23/23 019695 **RUEKERT & MIELKE** 06/23/23 019696 SCENIC VIEW MAINTENANCE 06/21/23 019697 WOLF PAVING CO., INC 06/23/23 019698 TREETOP EXPLORER LLC 06/30/23 019699 CARRICO AQUATIC RESOURCES DAN PLAUTZ CLEANING SERVICE 06/30/23 019700 06/30/23 019701 EESLEY, MARK R 06/30/23 019702 HADLER, ETHAN 06/30/23 019702 HADLER, ETHAN 06/30/23 019702 HADLER, ETHAN 06/30/23 019702 HADLER, ETHAN 06/30/23 019703 HEINEN, BENJAMIN 06/30/23 019703 HEINEN, BENJAMIN 06/30/23 019703 HEINEN, BENJAMIN 06/30/23 019703 HEINEN, BENJAMIN 06/30/23 019704 INFOSEND, INC. 06/30/23 019704 INFOSEND, INC. 06/30/23 019704 INFOSEND, INC. 06/30/23 019705 MCELROY-ANDERSON, KELSEY 06/30/23 019705 MCELROY-ANDERSON, KELSEY 06/30/23 019705 MCELROY-ANDERSON, KELSEY MCELROY-ANDERSON, KELSEY 06/30/23 019705 06/30/23 019705 MCELROY-ANDERSON, KELSEY 06/30/23 019705 MCELROY-ANDERSON, KELSEY 06/30/23 019706 MENOMONEE FALLS CE & REC 06/30/23 019707 MOORE, JENNIFER 06/30/23 019707 MOORE, JENNIFER 06/30/23 019707 MOORE, JENNIFER 06/30/23 019708 NASSCO INC. 06/30/23 019709 PULVERMACHER, ANNE 06/30/23 019710 REINDERS 06/30/23 019711 RIVER RUN COMPUTERS INC. 06/30/23 019712 SMITH, JEREMY SMITH, JEREMY 06/30/23 019712 06/30/23 019712 SMITH, JEREMY

\$87.50 INSPECTIONS - MAY 2023 \$119.75 SEED MULCH, SEED MIX \$242.00 LINESTRIPES \$3,000.00 LAWNMOWING, TRIMMING & BLOWING-MAY 2023 \$2,820.00 LAWNMOWING, TRIMMING & BLOWING-APRIL 2023 \$550.00 \$550.00 H.S.A. - FINAL PAYMENT \$654.23 MIGRATE TO NEW DOMAIN NAME \$189.83 MIGRATE TO NEW DOMAIN NAME \$182.33 MIGRATE TO NEW DOMAIN NAME \$46.11 MIGRATE TO NEW DOMAIN NAME \$5.97 REIMBUSEMENT - PLANT N SIP \$571.09 DIESEL FUEL - MOWERS \$1,237.75 NO LEAD GASOLINE \$712.60 SKILLZ MARTIAL ARTS 6/12-19-2023 \$720.00 PICKLEBALL - BEGINNERS - 6/5-19/2023 \$256.50 PLANTINGS - WWTP \$1,711.23 DEFERRED COMPENSATION \$3,038.00 OPERATON & NEEDS ASSESSMENT CIP 4/22-5/19/2023 \$1,364.75 THE HIGHLANDS PHASE 2B - 4/22-5/19/2023 \$2,392.40 GIS - THE COURTYARD OF SUSSEX - 4/22-5/19/2023 \$1,385.00 WATER MODELING - 4/21-5/19/2023 \$720.00 HERBICIDE APPLICATIONS-HWY 164 \$748,197.53 2023 ROAD PROGRAM - 5/15-6/2/2023 \$74.00 MUNICIPAL HOSTED, PARK & REC EVENT 5/15/2023 \$100.73 CHEMICALS \$290.00 WEEKLY CLEANING - THE GROVE - 5/19, 5/26 \$39.00 REIMBURSEMENT - RUBBER PROTECTOR SWINGING DOOR - PHPL \$12.75 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$12.78 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$12.75 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$12.75 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$12.75 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$12.78 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$12.75 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$12.75 REIMBURSEMENT - ADVANCED SAFETY TRNG EXPENSES \$586.85 UB PROCESSING - MARCH 2023 \$586.66 UB PROCESSING - MARCH 2023 \$586.66 UB PROCESSING - MARCH 2023 \$105.95 REIMBURSEMENT - WCMA EXPENSES \$52.97 REIMBURSEMENT - WCMA EXPENSES \$52.97 REIMBURSEMENT - WCMA EXPENSES \$16.71 REIMBURSEMENT - MILEAGE \$8.35 REIMBURSEMENT - MILEAGE \$8.35 REIMBURSEMENT - MILEAGE \$520.00 AMISH LIFE TRIP \$136.75 REIMBURSEMENT - LWM CLERKS, TREAS & FINANCE EXPENSES \$68.38 REIMBURSEMENT - LWM CLERKS, TREAS & FINANCE EXPENSES \$68.38 REIMBURSEMENT - LWM CLERKS, TREAS & FINANCE EXPENSES \$203.94 WIPERS \$89.08 REIMBURSEMENT - MILEAGE - METER READ \$576.25 SEED, MAT BLEND \$8,601.00 R-MIT AGREEMENT \$2,495.70 R-MIT AGREEMENT \$2,397.00 R-MIT AGREEMENT \$606.30 R-MIT AGREEMENT \$121.96 REIMBURSEMENT - WCMA EXPENSES \$60.98 REIMBURSEMENT - WCMA EXPENSES \$60.98 REIMBURSEMENT - WCMA EXPENSES

E 100-52400-000-290 Contractual Fees E 100-53311-000-230 Maint--Street Materials E 100-55200-000-391 Baseball Diamonds E 100-55200-000-399 Horticulture E 100-55200-000-399 Horticulture G 100-14500 Due from Haass Library E 100-52200-000-135 Employee Insurance E 100-51430-000-397 Licensing Costs E 610-53700-000-923 Outside Services Employed E 620-53610-100-212 Outside Services E 640-53650-000-340 Data Processing Services E 100-54600-000-405 Program Expenses E 100-55200-000-239 Gasoline & Diesel G 100-16110 Inventory E 100-55350-000-140 Program Instructors E 100-55350-000-140 Program Instructors E 620-53610-100-249 Maint--General Plant G 100-21520 North Shore Withheld G 620-18334 Secondary Treatment Equipment E 470-57331-000-216 Engineering E 100-51491-000-216 Engineering E 610-53700-000-923 Outside Services Employed E 100-55200-000-399 Horticulture E 410-57331-000-290 Contractual Fees E 100-55350-000-140 Program Instructors E 100-55200-000-394 Splashpad Operations E 100-55200-000-242 Maint--Bldg & Facilities G 100-14500 Due from Haass Library E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies E 640-53650-000-324 Schooling & Dues E 100-53311-000-390 Expenses E 100-53311-000-390 Expenses E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies E 640-53650-000-324 Schooling & Dues E 610-53700-000-903 Accounting Supplies & Expenses E 620-53610-100-215 Accountant E 640-53650-000-310 Office Supplies E 100-51410-000-390 Expenses E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies E 100-51410-000-390 Expenses E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies E 100-55350-000-404 Adult Trips E 100-51420-000-390 Expenses E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies E 620-53610-100-249 Maint--General Plant E 610-53700-000-930 Misc General Expenses E 610-53700-000-651 Maint of Mains E 100-51430-000-340 Data Processing Services E 610-53700-000-923 Outside Services Employed E 620-53610-100-212 Outside Services E 640-53650-000-340 Data Processing Services E 100-51410-000-390 Expenses E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies

06/30/23	019712	SMITH, JEREMY	\$39.62	REIMBURSEM
06/30/23	019712	SMITH, JEREMY	\$19.82	REIMBURSEM
06/30/23	019712	SMITH, JEREMY	\$19.82	REIMBURSEM
06/30/23	019713	PFM FINANCIAL ADVISORS, LLC	\$25,000.00	2023A BOND
	19714-19758	WILL BE ON JULY CHECK REGISTER	\$0.00	
06/28/23	019759	AFLAC		Employee Ins
06/09/23	019760	WI DEPARTMENT OF REVENUE		State Taxes
06/09/23	019761	EFTPS		Federal Taxes
06/23/23	019762	EFTPS		Federal Taxes
06/23/23	019763	WI DEPARTMENT OF REVENUE		State Taxes
06/30/23	019764	EMPLOYEE TRUST FUNDS		WI Retiremer
06/13/23	019765	WE ENERGIES		PSB - gas
06/13/23	019765	WE ENERGIES		PSB - gas
06/28/23 06/13/23	019766 019767	WE ENERGIES WE ENERGIES		Street Lightin Parks - electr
06/13/23	019767	WE ENERGIES		Parks - heat
06/13/23	019768	WE ENERGIES		Sewer - colleg
06/13/23	019768	WE ENERGIES		Sewer - treat
06/13/23	019768	WE ENERGIES		Sewer - gas
06/13/23	019768	WE ENERGIES		Sewer - gas
06/06/23	019769	WE ENERGIES		Sewer - other
06/13/23	019770	WE ENERGIES		Storm electric
06/21/23	019771	WE ENERGIES	\$71.87	Emergency G
06/06/23	019772	WE ENERGIES	\$1,185.55	Fire - electric
06/20/23	019773	WE ENERGIES	\$876.29	Police - electr
06/29/23	019774	WE ENERGIES		Water - elect
06/29/23	019774	WE ENERGIES		Water - elect
06/29/23	019774	WE ENERGIES		Water - gas
06/29/23	019774	WE ENERGIES		Water - gas
06/08/23	019775 019775	WE ENERGIES		CIVIC CENTE
06/08/23 06/21/23	019776	WE ENERGIES WE ENERGIES		CIVIC CENTE
06/21/23	019776	WE ENERGIES		GARAGE ELEC
06/21/23	019776	WE ENERGIES		GARAGE ELEC
06/21/23	019776	WE ENERGIES		GARAGE ELEC
06/21/23	019776	WE ENERGIES		GARAGE ELEC
06/21/23	019776	WE ENERGIES	\$37.44	GARAGE GAS
06/21/23	019776	WE ENERGIES	\$18.35	GARAGE GAS
06/21/23	019776	WE ENERGIES		GARAGE GAS
06/21/23	019776	WE ENERGIES		GARAGE GAS
06/21/23	019776	WE ENERGIES		GARAGE GAS
06/06/23	019777	WE ENERGIES		LIONS CLUB
06/13/23	019778	WE ENERGIES		TRAFFIC SIG
06/08/23	019779	WE ENERGIES		THE GROVE -
06/08/23	019779	WE ENERGIES RHYME BUSINESS PRODUCTS		THE GROVE - FINANCE COR
06/05/23 06/05/23	019780 019780	RHYME BUSINESS PRODUCTS		FINANCE CON
06/05/23	019780	RHYME BUSINESS PRODUCTS		FINANCE CO
06/05/23	019780	RHYME BUSINESS PRODUCTS		FINANCE CO
06/25/23	019781	RHYME BUSINESS PRODUCTS		PSB/POLICE
06/25/23	019781	RHYME BUSINESS PRODUCTS		ONE STOP CO
06/25/23	019781	RHYME BUSINESS PRODUCTS	\$258.04	ONE STOP CO
06/25/23	019781	RHYME BUSINESS PRODUCTS		PSB/FIRE CO
06/25/23	019781	RHYME BUSINESS PRODUCTS		3RD FLOOR (
06/25/23	019781	RHYME BUSINESS PRODUCTS	\$108.26	3RD FLOOR O
06/25/23	019781	RHYME BUSINESS PRODUCTS	\$180.43	3RD FLOOR O
06/28/23	019782	RELIANCE STANDARD LIFE INS CO		LIFE INSURA
06/28/23	019782	RELIANCE STANDARD LIFE INS CO		LIFE INSURA
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$71.33	LIFE INSURA

MENT - MILEAGE 4/17 - 6/15/2023 MENT - MILEAGE 4/17 - 6/15/2023 MENT - MILEAGE 4/17 - 6/15/2023 DS-GENL OBL STREET IMPROVEMENT nsurance es es ent ing Electric tric ection electric atment electric er govt electric ric Govt - electric tric tric tric for pumping ER FR ECTRIC ECTRIC ECTRIC ECTRIC ECTRIC S S S S S METER GNALS - FLECTRIC - GAS OPIER OPIER OPIER OPIER COPIER COPIER COPIER OPIER COPIER COPIER COPIER ANCE ANCE ANCE

E 100-51410-000-390 Expenses E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies E 410-58200-000-691 Bond Issuance Expenses G 100-21595 AFLAC INS G 100-21513 State Taxes Withheld G 100-21512 Federal Taxes Withheld G 100-21512 Federal Taxes Withheld G 100-21513 State Taxes Withheld G 100-21511 WI Retirement Payable E 100-52200-000-222 Utilities--Heat E 100-52100-000-222 Utilities--Heat E 100-53420-000-224 Utilities--Electric E 100-55200-000-224 Utilities--Electric E 100-55200-000-222 Utilities--Heat E 620-53610-200-224 Utilities--Electric E 620-53610-300-224 Utilities--Electric E 620-53610-300-222 Utilities--Heat E 620-53610-200-222 Utilities--Heat R 620-110-46412 Sewer--Other Governments E 640-53650-000-224 Utilities--Electric E 100-52900-000-001 Emergency Government E 100-52200-000-224 Utilities--Electric E 100-52100-000-224 Utilities--Electric E 610-53700-000-641 Operation Supplies & Expenses E 610-53700-000-952 Pumping-Power Purchases E 610-53700-000-921 Office Supplies & Expenses E 610-53700-000-953 Pumping-Supplies & Expenses E 100-51600-000-224 Utilities--Electric E 100-51600-000-222 Utilities--Heat E 100-53311-000-224 Utilities--Electric E 100-55200-000-224 Utilities--Electric E 610-53700-000-921 Office Supplies & Expenses E 620-53610-100-224 Utilities--Electric E 640-53650-000-224 Utilities--Electric E 100-53311-000-222 Utilities--Heat E 100-55200-000-222 Utilities--Heat E 610-53700-000-921 Office Supplies & Expenses E 620-53610-100-222 Utilities--Heat E 640-53650-000-222 Utilities--Heat E 100-55200-000-224 Utilities--Electric E 100-53311-000-224 Utilities--Electric E 100-55200-000-224 Utilities--Electric E 100-55200-000-222 Utilities--Heat E 100-51420-000-240 Maint--Equipment E 610-53700-000-921 Office Supplies & Expenses E 620-53610-100-310 Office Supplies E 640-53650-000-310 Office Supplies E 100-52100-000-390 Expenses E 100-51420-000-240 Maint--Equipment E 100-55300-000-310 Office Supplies E 100-52200-000-345 Supplies E 100-53311-000-240 Maint--Equipment E 100-52400-000-390 Expenses E 100-51491-000-390 Expenses G 100-14500 Due from Haass Library E 610-53700-000-926 Employee Pension & Benefits E 620-53610-100-135 Employee Insurance

06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$5.82 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$21.97 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$12.81 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$10.98 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$10.47 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$29.94 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$5.01 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$2.90 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$12.50 LIFE INSURANCE
	019782	RELIANCE STANDARD LITE INS CO	\$2.32 LIFE INSURANCE
06/28/23		RELIANCE STANDARD LITE INS CO	\$13.97 LIFE INSURANCE
06/28/23 06/28/23	019782 019782	RELIANCE STANDARD LIFE INS CO	\$29.14 LIFE INSURANCE
		RELIANCE STANDARD LITE INS CO	
06/28/23	019782		\$2.84 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$108.25 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$4.56 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$1.73 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$7.84 LIFE INSURANCE
06/28/23	019782	RELIANCE STANDARD LIFE INS CO	\$7.03 LIFE INSURANCE
06/28/23	019783	DELTA DENTAL	\$306.77 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$270.18 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$296.63 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$101.24 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$28.25 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$13.85 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$56.56 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$75.76 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$0.00 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$88.36 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$12.60 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$18.91 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$136.22 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$26.39 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$87.64 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$20.80 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$112.95 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$576.40 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$22.37 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$113.44 DENTAL INSURANCE
06/28/23	019783	DELTA DENTAL	\$80.24 DENTAL INSURANCE
06/28/23	019784	DELTA DENTAL	\$161.09 VISION INSURANCE
06/28/23	019784	DELTA DENTAL	\$18.01 VISION INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$6,733.44 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$5,474.07 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$6,031.67 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$613.49 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$2,029.24 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$0.00 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$1,275.62 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$479.20 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$927.72 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$4,911.67 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$2,723.31 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$505.01 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$224.45 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$1,503.80 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$2,253.45 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$0.00 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$9,038.52 HEALTH INSURANCE
06/12/23	019785	UNITED HEALTHCARE 2022	\$336.67 HEALTH INSURANCE

E 100-51491-000-135 Employee Insurance E 640-53650-000-135 Employee Insurance E 100-51410-000-135 Employee Insurance E 100-51420-000-135 Employee Insurance E 100-51510-000-135 Employee Insurance E 100-53311-000-135 Employee Insurance E 100-53635-000-135 Employee Insurance E 100-52400-000-135 Employee Insurance E 100-56700-000-135 Employee Insurance E 100-51430-000-135 Employee Insurance E 100-51600-000-135 Employee Insurance E 100-55200-000-135 Employee Insurance E 100-55202-000-135 Employee Insurance E 100-52200-000-135 Employee Insurance E 100-52100-000-135 Employee Insurance E 100-54600-000-135 Employee Insurance E 100-55350-000-135 Employee Insurance E 100-55300-000-135 Employee Insurance G 100-14500 Due from Haass Library E 610-53700-000-926 Employee Pension & Benefits E 620-53610-100-135 Employee Insurance E 640-53650-000-135 Employee Insurance E 100-51491-000-135 Employee Insurance E 100-51410-000-135 Employee Insurance E 100-51420-000-135 Employee Insurance E 100-51510-000-135 Employee Insurance E 100-52100-000-135 Employee Insurance E 100-51600-000-135 Employee Insurance E 100-52400-000-135 Employee Insurance E 100-54600-000-135 Employee Insurance E 100-53311-000-135 Employee Insurance E 100-53635-000-135 Employee Insurance E 100-56700-000-135 Employee Insurance E 100-51430-000-135 Employee Insurance E 100-55200-000-135 Employee Insurance E 100-52200-000-135 Employee Insurance E 100-55202-000-135 Employee Insurance E 100-55350-000-135 Employee Insurance E 100-55300-000-135 Employee Insurance G 100-21596 Vision Insurance G 100-14500 Due from Haass Library G 100-14500 Due from Haass Library E 610-53700-000-926 Employee Pension & Benefits E 620-53610-100-135 Employee Insurance E 100-51491-000-135 Employee Insurance E 640-53650-000-135 Employee Insurance E 100-51410-000-135 Employee Insurance E 100-51420-000-135 Employee Insurance E 100-51430-000-135 Employee Insurance E 100-51510-000-135 Employee Insurance E 100-51600-000-135 Employee Insurance E 100-53311-000-135 Employee Insurance E 100-53635-000-135 Employee Insurance E 100-52400-000-135 Employee Insurance E 100-56700-000-135 Employee Insurance E 100-55200-000-135 Employee Insurance E 100-52100-000-135 Employee Insurance E 100-52200-000-135 Employee Insurance E 100-54600-000-135 Employee Insurance

06/12/23	019785	UNITED HEALTHCARE 2022	\$411.4
06/12/23	019785	UNITED HEALTHCARE 2022	\$2,020.0
06/12/23	019785	UNITED HEALTHCARE 2022	\$1,586.4
06/12/23	019785	UNITED HEALTHCARE 2022	-\$74.8
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06/06/23	019786	WI DEPT. OF TRANSP. TV&RP	\$6.0
06/15/23	019787	WAUKESHA COUNTY TREAS-TAX	\$155,511.8
06/15/23	019788	WAUKESHA CTY TECH-TAX	\$27,228.0
06/15/23	019789	HAMILTON SCHOOL-TAXES	\$764,598.1
06/15/23	019790	RICHMOND SCHOOL DISTRICT	\$9,898.3
06/15/23	019791	ARROWHEAD UNION HIGH SCHOOL	\$4,970.00
06/05/23	019792	PAYMENT SERVICE NETWORK	\$44.5
06/05/23	019793	PAYMENT SERVICE NETWORK	\$370.8
06/05/23	019793	PAYMENT SERVICE NETWORK	\$370.8
06/05/23	019793	PAYMENT SERVICE NETWORK	\$370.8
05/11/23	019794	SIMSUSHARE.COM	\$1,275.0
05/12/23	019795	USA BLUE BOOK	\$104.4
05/12/23	019795	USA BLUE BOOK	\$75.3
05/12/23	019795	USA BLUE BOOK	\$857.70
05/12/23	019795	USA BLUE BOOK	\$1,705.5
05/24/23	019796	COUSINS SUBS	\$146.9
05/31/23	019797	BATTERIES PLUS	\$31.9
05/31/23	019797	BATTERIES PLUS	\$191.6
	019797	BATTERIES PLUS	\$134.6
05/31/23		BATTERIES PLUS	
05/31/23	019797		\$269.2
06/08/23	019798	EBERTS GREENHOUSE VILLAGE	\$4,200.00
05/17/23	019799	VON BRIESEN & ROPER SC	\$162.5
05/29/23	019800	AMAZON.COM	\$12.8
05/29/23	019800	AMAZON.COM	\$0.7
05/29/23	019800	AMAZON.COM	\$3.6
05/29/23	019800	AMAZON.COM	\$3.6
05/29/23	019800	AMAZON.COM	\$1.20
05/29/23	019800	AMAZON.COM	\$2.70
05/29/23	019800	AMAZON.COM	\$0.7
05/29/23	019800	AMAZON.COM	\$1.20
05/29/23	019800	AMAZON.COM	\$2.70
05/29/23	019800	AMAZON.COM	\$1.20
05/29/23	019800	AMAZON.COM	\$43.62
05/29/23	019800	AMAZON.COM	\$3.10
05/29/23	019800	AMAZON.COM	\$4.3 ⁴
05/29/23	019800	AMAZON.COM	\$4.34
05/29/23	019800	AMAZON.COM	\$31.5
05/29/23	019800	AMAZON.COM	\$3.9
05/29/23	019800	AMAZON.COM	\$31.5
05/29/23	019800	AMAZON.COM	\$35.30
05/29/23	019800	AMAZON.COM	\$143.92
05/29/23	019800	AMAZON.COM	\$3.4
05/29/23	019800	AMAZON.COM	\$20.8
05/29/23	019800	AMAZON.COM	\$2.12
	019800	AMAZON.COM AMAZON.COM	\$2.92
05/29/23	019800	AMAZON.COM AMAZON.COM	\$2.92
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05/29/23	019800	AMAZON.COM	\$21.20
05/29/23	019800	AMAZON.COM	\$2.6
05/29/23	019800	AMAZON.COM	\$21.19
05/29/23	019800	AMAZON.COM	\$295.20
05/29/23	019800	AMAZON.COM	\$392.0
05/29/23	019800	AMAZON.COM	\$111.5
05/29/23	019800	AMAZON.COM	\$0.9
05/29/23	019800	AMAZON.COM	\$1.3
05/29/23	019800	AMAZON.COM	\$1.3

411 40	HEALTH INSURANCE
020 02	HEALTH INSURANCE
,020.03	HEALTH INSURANCE
	HEALTH INSURANCE
	SUSPENSIONS
,511.84	TAX PAYMENT
,228.05	TAX PAYMENT
,598.15	TAX PAYMENT
,898.39	TAX PAYMENT
,970.00	TAX PAYMENT
	BILLING INVOICE
\$370.85	BILLING INVOICE
\$370.85	BILLING INVOICE
\$370.85	BILLING INVOICE
,275.00	Simulation Software
\$104.44	PHOSPHATE - LAB SUPPLIES
\$75.38	DIPHENYLCARBAZONE REAGENT - LAB SUPPLIES
\$857.70	LONGOPAC CASSETTE BAGS
,705.54	LAB SUPPLIES
	planting day lunch
	12 V LEAD
191.66	12 V LEAD, BACK-UPS
	BATTERY
	BATTERIES - FLOOR SCRUBBER
	PLANTED MAT BASKETS
	ATTORNEY FEES - LABOR & PERSONNEL
	day camp supplies
	Office Supplies - Folders
	Office Supplies - Folders
	Civic Build Maint Cleaning Supplies
	office supplies
	office supplies
	office supplies
	office supplies
	office supplies
	office supplies
	Civic Campus Cleaning Supplies
	rec baseball supplies
\$3.49	youth sports equipment
\$20.83	day camp supplies
	office supplies
	office supplies
	office supplies
	office supplies
	office supplies
	office supplies
	Civic AED Pads
\$392.01	3rd Floor Civic Bathroom Repair
\$111.58	grove bubbler parts
\$0.94	office supplies
\$1.30	office supplies
\$1.30	office supplies

E 100-55202-000-135 Employee Insurance E 100-55350-000-135 Employee Insurance E 100-55300-000-135 Employee Insurance G 100-13800 Other Receivables R 100-000-45110 Fines & Tickets G 810-24310 Taxes due to Waukesha County G 810-24510 Taxes due to WCTC G 810-24610 Taxes due to Hamilton School G 810-24611 Taxes due to Richmond School G 810-24612 Taxes due to Arrowhead School E 100-51490-000-327 Real Estate Tax Expense E 610-53700-000-903 Accounting Supplies & Expenses E 620-53610-100-310 Office Supplies E 640-53650-000-340 Data Processing Services E 100-52200-000-340 Data Processing Services E 620-53610-300-420 Lab Supplies--Treatment E 620-53610-300-420 Lab Supplies--Treatment E 620-53610-300-245 Maint--Trmt & Disposal Equip E 610-53700-000-632 Treatment-Supplies & Expenses E 100-55200-000-390 Expenses E 610-53700-000-955 Pumping-Maint of Equipment E 610-53700-000-921 Office Supplies & Expenses E 100-52200-000-244 Maint--Vehicle E 100-51600-000-242 Maint--Bldg & Facilities E 100-55200-000-399 Horticulture E 100-51300-000-211 Legal Fees--Opinions E 100-55350-000-390 Expenses E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-53311-000-345 Supplies E 100-52400-000-390 Expenses E 100-52200-000-345 Supplies E 100-51510-000-310 Office Supplies E 100-51491-000-310 Office Supplies E 100-51410-000-310 Office Supplies E 100-51600-000-242 Maint--Bldg & Facilities E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-55300-000-310 Office Supplies E 100-55200-000-390 Expenses E 100-51420-000-310 Office Supplies E 100-51600-000-242 Maint--Bldg & Facilities E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-55300-000-310 Office Supplies E 100-55200-000-390 Expenses E 100-51420-000-310 Office Supplies E 100-51600-000-242 Maint--Bldg & Facilities E 100-51600-000-242 Maint--Bldg & Facilities E 100-55200-000-242 Maint--Bldg & Facilities E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses

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E 100-55300-000-310 Office Supplies E 100-55200-000-390 Expenses E 100-51420-000-310 Office Supplies E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 100-55200-000-240 Maint--Equipment E 100-54600-000-405 Program Expenses E 620-53610-100-349 Other Operating Supplies E 620-53610-100-349 Other Operating Supplies E 610-53700-000-930 Misc General Expenses E 610-53700-000-930 Misc General Expenses E 100-53311-000-345 Supplies E 100-53311-000-345 Supplies E 100-52200-000-242 Maint--Bldg & Facilities E 100-52200-000-242 Maint--Bldg & Facilities E 410-57331-000-216 Engineering E 100-51491-000-216 Engineering E 100-54600-000-405 Program Expenses E 100-54600-000-405 Program Expenses E 610-53700-000-955 Pumping-Maint of Equipment E 610-53700-000-955 Pumping-Maint of Equipment E 610-53700-000-955 Pumping-Maint of Equipment E 610-53700-000-650 Maint of Distribution System E 610-53700-000-650 Maint of Distribution System E 100-55350-000-390 Expenses E 100-54600-000-405 Program Expenses E 620-53610-300-420 Lab Supplies--Treatment E 640-53650-000-220 Utilities--Telephone E 640-53650-000-220 Utilities--Telephone E 620-53610-200-243 Maint--Collection Pump Equip E 620-53610-200-243 Maint--Collection Pump Equip E 620-53610-100-310 Office Supplies E 620-53610-100-310 Office Supplies E 620-53610-100-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-953 Pumping-Supplies & Expenses E 610-53700-000-935 Maint--Genl Plant & Equip E 610-53700-000-935 Maint--Genl Plant & Equip E 610-53700-000-921 Office Supplies & Expenses E 610-53700-000-651 Maint of Mains E 610-53700-000-651 Maint of Mains E 610-53700-000-650 Maint of Distribution System E 610-53700-000-650 Maint of Distribution System E 100-56700-000-390 Expenses E 100-56700-000-390 Expenses E 100-55300-000-220 Utilities--Telephone E 100-55300-000-220 Utilities--Telephone E 100-55200-000-220 Utilities--Telephone E 100-55200-000-220 Utilities--Telephone E 100-53311-000-220 Utilities--Telephone E 100-53311-000-220 Utilities--Telephone

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06/02/23	019809	MID-AMERICAN RESEARCH CHE
05/11/23	019810	WALDSCHMIDTS TOWN & COUN
05/19/23	019811	KEEPER GOALS
05/12/23	019812	KEN WEBER TRUCK SERVICE
05/24/23	019813	THE HOME DEPOT
05/24/23	019813	THE HOME DEPOT
05/19/23	019814	DLT SOLUTIONS
05/11/23	019815	HOBBY LOBBY
		LEE RECREATION LLC
05/11/23	019816	
05/18/23	019817	PAYNE & DOLAN INC
05/31/23	019818	ASCAP LICENSE FEE
05/18/23	019819	
05/25/23	019820	IN *FIRE-RESCUE SUPPLY, L
05/18/23	019821	SALAMONE SUPPLIES INC
05/18/23	019821	SALAMONE SUPPLIES INC
05/18/23	019821	SALAMONE SUPPLIES INC
05/12/23	019822	NIU OUTREACH
05/12/23	019822	NIU OUTREACH
05/12/23	019822	NIU OUTREACH
06/08/23	019823	DOLLARTREE
06/09/23	019824	FULL SOURCE LLC
06/08/23	019825	PORT-A-JOHN -CLV
06/08/23	019825	PORT-A-JOHN -CLV
05/18/23	019826	JOURNAL SENTINEL
05/11/23	019827	SPECTRUM
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\$102.31 CELL PHONES \$77.66 PHONES \$823.92 FIRE DEPT CELL PHONES \$33.50 CELL PHONES \$33.50 CELL PHONES \$448.98 FIRE DEPT PHONES \$19.42 PHONES \$19.42 PHONES \$27.62 CELL PHONES \$19.42 PHONES \$28.29 CELL PHONES \$19.42 PHONES \$14.30 CELL PHONES \$16.33 CELL PHONES \$21.05 CELL PHONES \$21.30 CELL PHONES \$133.41 CELL PHONES \$96.24 CELL PHONES \$375.06 DOOMSDAY + OT \$1,428.44 WEED KILLER \$25.13 BELT - ZERO TURN MOWER \$580.00 PICKLEBALL NETS \$312.50 DIFFERENTIAL - TOW 2018 PETERBILT \$150.00 Cement mixer rental for bubbler project at Ar -\$150.00 Cement mixer rental for bubbler project at Ar \$63.68 CAD SOFTWARE - ENGINEERING RENEWAL \$251.75 CAD SOFTWARE - ENGINEERING RENEWAL \$262.12 CAD SOFTWARE - ENGINEERING RENEWAL \$903.35 CAD SOFTWARE - ENGINEERING RENEWAL \$64.44 may bingo \$6,075.00 MEMORIAL BENCHES - VOS STOCK \$181.35 COLD MIX \$432.50 ASCAP LICENSE RENEWAL \$788.03 MEDICAL SUPPLIES - APRIL \$1.025.00 RESCUE TOOL ANNUAL PREVENTATIVE MAINT SERVICE \$1,120.25 CLEANING SUPPLIES \$91.57 DUST MOP \$157.05 FOAM SOAP \$117.50 Jeremy & Kelsey WCMA Registration \$117.50 Jeremy & Kelsey WCMA Registration \$235.00 Jeremy & Kelsey WCMA Registration \$24.44 snacks/raffle basket for plant n sip \$48.88 HARD HAT - NB \$100.00 SEASONAL RR - WWTP \$90.00 SEASONAL RR - YARD WASTE SITE \$21.74 POSTS - LIQUOR LICENSE RENEWAL \$49.32 PRI & INTERNET \$149.98 ROADRUNNER \$65.00 ROADRUNNER \$6.00 DIGITAL ADAPTERS \$64.99 ROADRUNNER \$6.00 DIGITAL ADAPTERS \$42.26 \$196.82 DIGITAL ADAPTERS \$74.99 ROADRUNNER \$42.26 \$43.20 DIGITAL ADAPTERS \$75.00 ROADRUNNER \$1,298.80

E 100-53311-000-220 Utilities--Telephone E 100-53311-000-220 Utilities--Telephone E 100-52200-000-220 Utilities--Telephone E 100-52200-000-220 Utilities--Telephone E 100-52200-000-220 Utilities--Telephone E 100-52200-000-220 Utilities--Telephone E 100-52100-000-220 Utilities--Telephone E 100-52100-000-220 Utilities--Telephone E 100-51600-000-220 Utilities--Telephone E 100-51600-000-220 Utilities--Telephone E 100-51600-000-220 Utilities--Telephone E 100-51600-000-220 Utilities--Telephone E 100-51491-000-220 Utilities--Telephone E 100-51491-000-220 Utilities--Telephone E 100-51420-000-220 Utilities--Telephone E 100-51420-000-220 Utilities--Telephone E 100-51410-000-220 Utilities--Telephone E 100-51410-000-220 Utilities--Telephone E 620-53610-100-249 Maint--General Plant E 100-55200-000-395 Weed Control E 100-55200-000-240 Maint--Equipment E 100-55200-000-396 Playgrounds E 100-53311-000-244 Maint--Vehicle E 100-57620-000-820 Improvements E 100-57620-000-820 Improvements E 640-53650-000-340 Data Processing Services E 620-53610-100-212 Outside Services E 610-53700-000-923 Outside Services Employed E 100-51430-000-397 Licensing Costs E 100-54600-000-405 Program Expenses G 100-13800 Other Receivables E 100-53311-000-230 Maint--Street Materials E 100-55202-000-403 Special Events E 100-52200-000-342 Medical Supplies E 100-52200-000-250 Equip Certification/Testing E 100-51600-000-242 Maint--Bldg & Facilities E 100-51600-000-242 Maint--Bldg & Facilities E 100-51600-000-242 Maint--Bldg & Facilities E 620-53610-100-345 Supplies E 610-53700-000-930 Misc General Expenses E 100-51410-000-390 Expenses E 100-54600-000-405 Program Expenses E 100-53311-000-345 Supplies E 620-53610-100-249 Maint--General Plant E 100-53635-000-298 Contract--Misc Sanitation R 100-000-44110 Liguor & Malt Beverages Licens G 100-14500 Due from Haass Library E 620-53610-100-310 Office Supplies E 100-55200-000-220 Utilities--Telephone E 100-55200-000-220 Utilities--Telephone E 100-53311-000-220 Utilities--Telephone E 100-53311-000-220 Utilities--Telephone E 100-52200-000-220 Utilities--Telephone E 100-52200-000-220 Utilities--Telephone E 100-52200-000-220 Utilities--Telephone E 100-52100-000-220 Utilities--Telephone E 100-52100-000-220 Utilities--Telephone E 100-52100-000-220 Utilities--Telephone E 100-51600-000-220 Utilities--Telephone

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06/08/23	019830	ELLIOTT ACE HDWE
05/12/23	019831	A/E GRAPHICS, INC.
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05/29/23	019832	Zoro Tools Inc
05/23/23	019833	Costco Whse
05/15/23	019834	Amzn Mktp Us
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\$97.74 TV SERVICE - CIVIC CENTER \$1,804.25 REPLACEMENT COMPUTERS \$1,804.25 REPLACEMENT COMPUTERS \$5,412.73 REPLACEMENT COMPUTERS \$178.99 HP SB 00 G7 \$178.99 HP SB 00 G7 \$536.98 HP SB 00 G7 \$18.55 CARBON DIOXIDE CYL \$58.63 PROPANE CYLINDER \$140.56 OXYGEN
\$13.77 HOSE \$15.84 PLOTTER MAINT. & COPIES \$10.56 PLOTTER MAINT. & COPIES \$10.56 PLOTTER MAINT. & COPIES \$10.56 PLOTTER MAINT. & COPIES \$15.84 PLOTTER MAINT. & COPIES \$26.41 PLOTTER MAINT. & COPIES \$15.85 PLOTTER MAINT. & COPIES \$15.85 PLOTTER MAINT. & COPIES \$53.17 HARD HAT \$86.22 planting day lunch
-\$79.98 day camp supplies \$3.82 office supplies \$5.25 office supplies \$5.25 office supplies \$38.21 office supplies \$4.78 office supplies \$38.22 office supplies
 \$8.90 camp supplies \$8.49 day camp supplies \$30.00 camp supplies \$13.97 Civic Campus Cleaning Supplies \$10.79 day camp supplies \$36.98 camp supplies \$1.28 office supplies \$1.76 office supplies
 \$1.76 office supplies \$12.79 office supplies \$1.60 office supplies \$12.79 office supplies \$16.98 stencils for board making class \$115.82 Civic Campus Building Maint \$6.99 youth sports equipment
 \$0.48 office supplies \$0.66 office supplies \$0.66 office supplies \$4.80 office supplies \$0.60 office supplies \$4.79 office supplies \$9.99 PW Phone case replacement \$23.37 day camp supplies
\$35.82 STRING TRIMMER LINE \$2.27 office supplies \$3.13 office supplies \$3.13 office supplies \$22.73 office supplies \$2.84 office supplies \$22.72 office supplies \$16.99 Fd Lock Box \$16.99 Sheriff Lock Box for key

E 100-51600-000-220 Utilities--Telephone G 610-19391 Computer Equipment--Water G 620-18371 Computer Equipment E 100-57190-000-810 Equipment E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-57190-000-810 Equipment E 610-53700-000-653 Maint of Meters E 100-53311-000-345 Supplies E 100-52200-000-342 Medical Supplies E 100-55200-000-394 Splashpad Operations G 100-14500 Due from Haass Library E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-56700-000-390 Expenses E 100-55300-000-310 Office Supplies E 100-51491-000-310 Office Supplies E 610-53700-000-930 Misc General Expenses E 100-55200-000-390 Expenses E 100-55350-000-390 Expenses E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-55300-000-310 Office Supplies E 100-55200-000-390 Expenses E 100-51420-000-310 Office Supplies E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 100-51600-000-242 Maint--Bldg & Facilities E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-55300-000-310 Office Supplies E 100-55200-000-390 Expenses E 100-51420-000-310 Office Supplies E 100-54600-000-405 Program Expenses E 100-51600-000-242 Maint--Bldg & Facilities E 100-55350-000-390 Expenses E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-55300-000-310 Office Supplies E 100-55200-000-390 Expenses E 100-51420-000-310 Office Supplies E 100-53311-000-220 Utilities--Telephone E 100-55350-000-390 Expenses E 100-55200-000-395 Weed Control E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-55300-000-310 Office Supplies E 100-55200-000-390 Expenses E 100-51420-000-310 Office Supplies E 100-52200-000-242 Maint--Bldg & Facilities E 100-52100-000-390 Expenses

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05/26/23	019837	MILLER BRADFORD RISBERG
05/26/23	019837	MILLER BRADFORD RISBERG
05/11/23	019838	IN *WISCONSIN LAKE & POND
05/11/23	019838	IN *WISCONSIN LAKE & POND
06/09/23	019839	BEACON ATHLETICS, LLC
05/11/23	019840	COMPLETE OFFICE OF WISCON
05/11/23	019840	COMPLETE OFFICE OF WISCON

\$21.50 day camp supplies \$15.66 Civic Build Maint Cleaning Supplies \$6.95 camp supplies \$8.99 Dash Cam Holder Kit \$230.37 day camp supplies \$43.98 youth sports equipment \$0.64 office supplies \$0.88 office supplies \$0.88 office supplies \$6.40 office supplies \$0.80 office supplies \$6.39 office supplies \$62.70 day camp supplies \$17.71 splash pad first aide kit \$26.45 Battery Charger: FD \$49.95 Civic Build Maint Cleaning Supplies \$24.99 youth sports equip \$119.99 Dash Cam \$23.94 Toilet bowl brush FD \$2.08 office supplies \$2.86 office supplies \$2.86 office supplies \$20.80 office supplies \$2.60 office supplies \$20.79 office supplies \$21.99 Civic Build Maint Cleaning Supplies \$1.28 office supplies \$1.76 office supplies \$1.76 office supplies \$12.79 office supplies \$1.60 office supplies \$12.79 office supplies \$9.59 stickers for plant n sip event \$115.66 camp supplies \$35.99 spooky hot cocoa spoon \$15.99 Phone case for Ben phone \$8.91 splash pad first aide kit \$49.94 youth sports equip \$21.47 day camp supplies \$18.74 youth sports equipment \$13.98 day camp supplies \$25.20 11' mower TIRE INNER TUBE \$14.83 Ben phone case being returned \$139.95 Mens Boots \$1,998.98 soccer equipment \$186.52 youth sports \$47.49 Civic Build Maint Cleaning Supplies \$17.99 day camp supplies \$726.65 FINAL EFFLUENT \$557.16 FINAL EFFLUENT \$6,840.00 NEW METERS \$6,068.36 METERS \$475.00 POWER RAKE RENTAL LESS CREDIT R0239402 GROVE \$529.91 SHORTED OUT ELECTRIC FUEL LIFT PUMP \$225.00 FOUNTAIN MAINTENANCE - SPRING HOOK UP \$342.25 POND MANAGEMENT \$342.20 BASE SET \$7.26 3rd Floor Office Supplies \$37.20 3rd Floor Office Supplies

E 100-55350-000-390 Expenses E 100-51600-000-242 Maint--Bldg & Facilities E 100-55350-000-390 Expenses E 100-52200-000-345 Supplies E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-55300-000-310 Office Supplies E 100-55200-000-390 Expenses E 100-51420-000-310 Office Supplies E 100-55350-000-390 Expenses E 100-55200-000-310 Office Supplies E 100-52200-000-240 Maint--Equipment E 100-51600-000-242 Maint--Bldg & Facilities E 100-55350-000-390 Expenses E 100-52200-000-345 Supplies E 100-52200-000-242 Maint--Bldg & Facilities E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-55300-000-310 Office Supplies E 100-55200-000-390 Expenses E 100-51420-000-310 Office Supplies E 100-51600-000-242 Maint--Bldg & Facilities E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-55300-000-310 Office Supplies E 100-55200-000-390 Expenses E 100-51420-000-310 Office Supplies E 100-54600-000-405 Program Expenses E 100-55350-000-390 Expenses E 100-55202-000-403 Special Events E 610-53700-000-921 Office Supplies & Expenses E 100-55200-000-310 Office Supplies E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 100-55200-000-240 Maint--Equipment E 610-53700-000-921 Office Supplies & Expenses E 100-52200-000-344 Uniforms & Protective Clothes E 100-55350-000-390 Expenses E 100-55350-000-390 Expenses E 100-51600-000-242 Maint--Bldg & Facilities E 100-55350-000-390 Expenses E 620-53610-300-212 Outside Services E 620-53610-300-212 Outside Services G 610-19346 Meters--Water G 610-19346 Meters--Water E 100-57620-000-820 Improvements E 100-55200-000-240 Maint--Equipment E 640-53650-000-242 Maint--Bldg & Facilities E 640-53650-000-242 Maint--Bldg & Facilities E 100-55200-000-391 Baseball Diamonds E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies

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05/26/23	019845	FLEET FARM
05/26/23	019845	FLEET FARM
06/12/23	019846	NRPA OPERATING
06/07/23	019847	PAYPAL *AWOGSYSTEMS
		CONWAY SHIELD
05/19/23	019848	
05/15/23	019849	MILWAUKEE JOURNAL
06/01/23	019850	SERVICE SANITATION WI
06/01/23	019850	SERVICE SANITATION WI
05/24/23	019851	WISCMUNCLERKS
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05/24/23	019851	WISCMUNCLERKS
05/31/23	019852	AREA RENTAL SALES CO NEW
05/16/23	019853	DINGES FIRE COMPANY INTER
05/25/23	019854	AMERICAN FLAGS EXPRESS
05/26/23	019855	PLOTTERPAPERGUYS.COM
05/18/23	019856	LAKESHORE RECYCLING SYST
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\$37.20 3rd Floor Office Supplies \$12.70 3rd Floor Office Supplies \$27.22 3rd Floor Office Supplies \$7.26 3rd Floor Office Supplies \$327.18 Cleaning supplies \$12.70 3rd Floor Office Supplies \$27.22 3rd Floor Office Supplies \$12.72 3rd Floor Office Supplies \$231.19 OIL CHANGE - 2021 FORD F550 SUPER \$264.00 TOTAL COLIFORM BACTERIA \$26.40 TOTAL COLIFORM BACTERIA \$132.00 TOTAL COLIFORM BACTERIA \$5.00 J. Boehm Notary \$5.00 J. Boehm Notary \$10.00 J. Boehm Notary \$231.57 PARKA, NAME STRIPS - ZF \$731.56 UNIFORM - ZF \$203.00 PANTS - NT \$193.13 BELT, PANTS - KG \$158.55 DURA SHOCKS - MT \$76.38 PANTS-KG; RETURN BOOTS-MT \$89.99 HIP WADER \$34.79 BOOTS \$115.00 zzzzzNRPA membership \$28.00 SCBA Identifiers \$643.60 PASSPORT SHIELDS \$14.99 Journal Digital \$324.45 SEASONAL RR - VP \$113.30 SEASONAL RR - AP \$5.00 WMCA FOR J BOEHM \$5.00 WMCA FOR J BOEHM \$10.00 WMCA FOR J BOEHM \$116.50 CONCRETE MIXER, GAS - ARMORY PARK BUBBLER \$63.99 Extrication Gloves \$161.35 PSB Flags \$18.45 Plotter Paper \$12.30 Plotter Paper \$12.30 Plotter Paper \$12.30 Plotter Paper \$18.45 Plotter Paper \$30.75 Plotter Paper \$18.45 Plotter Paper \$13,486.50 RECYCLING SERVICE - MAY \$13,482.45 RECYCLING SERVICE \$32,800.50 RUBBISH SERVICE - MAY \$32,790.65 RUBBISH SERVICE \$28.00 SCBA Identifiers \$125.00 PREPAY WELL 5 - INT PIPE & CHECK VALVE INSP-2 \$125.00 PREPAY WELL 5 - INT PIPE & CHECK VALVE INSP-2 \$125.00 PREPAY WELL 5 - INT PIPE & CHECK VALVE INSP-2 \$125.00 PREPAY WELL 5 - INT PIPE & CHECK VALVE INSP-2 \$124.99 WELL 5 - INTERNAL PIPE & CHECK VALVE INSP-202 \$789.27 BATTERIES - WI EMS FAP FUNDS \$799.27 BATTERIES - WI EMS FAP FUNDS \$23.81 CURAPLEX SITE IV \$13.90 Secret WWOA Hotel \$41.70 Secret WWOA Hotel \$41.70 Secret WWOA Hotel \$13.90 Secret WWOA Hotel

E 610-53700-000-921 Office Supplies & Expenses E 100-53311-000-345 Supplies E 100-52400-000-390 Expenses E 100-52200-000-345 Supplies E 100-52100-000-242 Maint--Bldg & Facilities E 100-51510-000-310 Office Supplies E 100-51491-000-310 Office Supplies E 100-51410-000-310 Office Supplies E 100-52200-000-244 Maint--Vehicle E 610-53700-000-632 Treatment-Supplies & Expenses E 610-53700-000-632 Treatment-Supplies & Expenses E 610-53700-000-632 Treatment-Supplies & Expenses E 620-53610-100-345 Supplies E 610-53700-000-930 Misc General Expenses E 100-51420-000-390 Expenses E 100-52200-000-344 Uniforms & Protective Clothes E 620-53610-100-345 Supplies E 610-53700-000-930 Misc General Expenses E 100-55300-000-324 Schooling & Dues E 100-52200-000-390 Expenses E 100-52200-000-344 Uniforms & Protective Clothes E 100-51410-000-180 Human Resources Expense E 100-55200-000-298 Contract--Misc Sanitation E 100-55200-000-298 Contract--Misc Sanitation E 620-53610-100-345 Supplies E 610-53700-000-930 Misc General Expenses E 100-51420-000-390 Expenses E 100-57620-000-820 Improvements E 100-52200-000-344 Uniforms & Protective Clothes E 100-52200-000-242 Maint--Bldg & Facilities G 100-14500 Due from Haass Library E 640-53650-000-310 Office Supplies E 620-53610-100-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses E 100-56700-000-390 Expenses E 100-55300-000-310 Office Supplies E 100-51491-000-310 Office Supplies E 100-53635-000-290 Contractual Fees F 100-53635-000-290 Contractual Fees E 100-53620-000-290 Contractual Fees E 100-53620-000-290 Contractual Fees E 100-52200-000-390 Expenses G 610-16210 Prepaid Items G 610-16210 Prepaid Items G 610-16210 Prepaid Items G 610-16210 Prepaid Items E 610-53700-000-955 Pumping-Maint of Equipment E 101-57220-000-810 Equipment E 101-57220-000-810 Equipment E 100-52200-000-342 Medical Supplies E 640-53650-000-390 Expenses E 620-53610-100-345 Supplies E 610-53700-000-930 Misc General Expenses E 100-51600-000-390 Expenses

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05/11/23	019863	PROHEALTH WORKS (SEEGER)
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06/02/23	019864	RHYME BUSINESS PRODUCTS L
05/25/23	019865	UTILITY SERVICE CO
06/01/23	019866	AMERICAN HEART SHOPCPR
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05/12/23	019867	APWA - NATIONAL
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05/18/23	019868	PATRIOTICBRANDS.COM
06/02/23	019869	PCNATION
06/02/23	019869	PCNATION
05/25/23	019870	RENTOKIL NA, INC
05/18/23	019871	SJ ELECTRO SYSTEMS, LLC
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\$27.80 Secret WWOA Hotel \$9.45 snacks for bingo \$14.27 SILLCOCK, ADAPTER, BUSHING-CLARIFIER #2 \$31.97 UTILITY PAN, 4X8 EXTRUDED R4 \$149.42 PARTS & TOOLS \$108.39 SUPPLIES & MATERIALS \$32.99 POLY - ARMORY PARK BUBBLER \$7.00 POLY - ARMORY PARK BUBBLER \$318.28 MATERIALS - ARMORY PARK BUBBLER \$110.66 TURF, TREATED WOOD \$119.94 INT/EXT PAINT \$82.96 PAINT, 10X10 TAMPER \$7.40 CUPS & PLATES \$238.98 BRUSH, ROCKSOLID GARAGE COAT \$31.98 HPS BULB MED BASE \$87.91 UTILIT 10 \$136.40 COUPLER, CAP, PVC, DGR PLAIN \$83.82 POTHOLE SEALANT, CONCRETE MIX \$92.25 Station Maintenance \$29.94 SPLASH RV MARINE \$1,125.00 PREEMPLOYMENT TEST - ZF, AS \$110.00 PREEMPLOYMENT TEST - KG \$20.90 SHARP MAINT. & COPIES - WWTP \$15,963.00 RISER REPAIRS - WOODSIDE TANK \$80.47 ACLS & PALS Cards \$87.57 Student Books CPR \$4.00 Secret APWA Credit \$358.82 Civic Campus Building Maint-Flags \$333.13 WELL 4 - BACK UPS & 3 YR REPAIR SERVICE \$701.09 EATON 9SX 700 CONVERSION UPS SCADA COMMUNICAT \$255.00 BED BUG - SWEEP PSB & VEHICLES AFTER INCIDENT \$247.00 ELECTRICAL SERVICE - TOWN OF LISBON MTR STATI \$864.50 ELECTRICAL SERVICE - LANNON METERING STATION \$247.02 ELECTRICAL SERVICE - PLANT FLOW METERS \$29.90 Vehicle Extrication Book \$93.50 Replacement Fire Helmet Parts \$106.00 new pager batteries \$507.50 spooky sussex petting zoo deposit -\$1,939.26 JOHANSSEN L/S GENERATOR MAINT. -\$1,045.93 LYNWOOD L/S MAINT OF GENERATOR -\$1,438.84 WELL 5 MAINT OF GENERATOR -\$1,471.00 WELL 4 MAINT OF GENERATOR -\$1,292.69 WELL 8 MAINT OF GENERATOR -\$1,084.03 CORPORATE CENTER L/S MAINT OF GENERATOR -\$699.45 FIRE DEPT MAINT OF GENERATOR -\$1,177.85 CIVIC CENTER MAINT OF GENERATOR -\$2,030.70 WWTP1 MAINT OF GENERATOR -\$911.28 WWTP2 MAINT OF GENERATOR \$121.25 POS SUPPORT \$121.25 POS SUPPORT \$121.25 POS SUPPORT \$121.25 POS SUPPORT \$280.06 FUND SUPPORT \$279.97 FUND SUPPORT \$279.97 FUND SUPPORT

E 100-51491-000-390 Expenses E 100-54600-000-405 Program Expenses E 620-53610-300-245 Maint--Trmt & Disposal Equip E 620-53610-100-249 Maint--General Plant E 620-53610-100-249 Maint--General Plant E 610-53700-000-955 Pumping-Maint of Equipment E 100-57620-000-820 Improvements E 100-57620-000-820 Improvements E 100-57620-000-820 Improvements E 100-55202-000-403 Special Events E 100-55200-000-391 Baseball Diamonds E 100-55200-000-391 Baseball Diamonds E 100-55200-000-298 Contract--Misc Sanitation E 100-55200-000-242 Maint--Bldg & Facilities E 100-55200-000-242 Maint--Bldg & Facilities E 100-55200-000-240 Maint--Equipment E 100-53635-000-390 Expenses E 100-53311-000-230 Maint--Street Materials E 100-52200-000-242 Maint--Bldg & Facilities E 100-51600-000-242 Maint--Bldg & Facilities E 100-52200-000-294 Contract--Medical Fees E 100-51600-000-390 Expenses E 620-53610-100-310 Office Supplies G 610-19242 Towers - Contributed E 100-52200-000-324 Schooling & Dues E 100-52200-000-324 Schooling & Dues E 640-53650-000-324 Schooling & Dues E 620-53610-100-345 Supplies E 610-53700-000-930 Misc General Expenses E 100-53311-000-390 Expenses E 100-51491-000-390 Expenses E 100-51600-000-242 Maint--Bldg & Facilities E 610-53700-000-935 Maint--Genl Plant & Equip E 610-53700-000-923 Outside Services Employed E 100-52200-000-242 Maint--Bldg & Facilities R 620-110-46412 Sewer--Other Governments R 620-110-46412 Sewer--Other Governments E 620-53610-300-245 Maint--Trmt & Disposal Equip E 100-52200-000-345 Supplies E 100-52200-000-240 Maint--Equipment E 100-52200-000-246 Maint--Radio E 100-55202-000-403 Special Events E 620-53610-200-243 Maint--Collection Pump Equip R 620-110-46412 Sewer--Other Governments E 610-53700-000-955 Pumping-Maint of Equipment E 610-53700-000-955 Pumping-Maint of Equipment E 610-53700-000-955 Pumping-Maint of Equipment E 620-53610-200-243 Maint--Collection Pump Equip E 100-52200-000-242 Maint--Bldg & Facilities E 100-51600-000-242 Maint--Bldg & Facilities E 620-53610-300-245 Maint--Trmt & Disposal Equip E 620-53610-300-245 Maint--Trmt & Disposal Equip E 610-53700-000-903 Accounting Supplies & Expenses E 620-53610-100-310 Office Supplies E 640-53650-000-340 Data Processing Services E 100-51510-000-340 Data Processing Services E 610-53700-000-903 Accounting Supplies & Expenses E 620-53610-100-310 Office Supplies E 100-51510-000-340 Data Processing Services

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06/01/23	067001	HARBOR HOMES
06/01/23	067002	HELM SERVICE
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06/01/23	067003	JOHN FABICK TRACTOR CO
06/01/23 06/01/23	067003 067004	JOHN FABICK TRACTOR CO LANGE ENTERPRISES
06/01/23	067004	MAX-R
06/01/23	067006	MUNICIPAL LAW & LITIGATION
06/01/23	067006	MUNICIPAL LAW & LITIGATION
06/01/23	067007	PANDEY, VINOD
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06/01/23	067007	PAUL S CERTIFIED AUTO REPAIR
06/01/23	067008	PAUL S CERTIFIED AUTO REPAIR

	DATA PAY DIRECT DEPOSIT SUPPORT
	DATA PAY DIRECT DEPOSIT SUPPORT
	DATA PAY DIRECT DEPOSIT SUPPORT
	UB METER DEVISE SUPPORT
	UB METER DEVISE SUPPORT
\$131.65	UB METER DEVISE SUPPORT
\$495.00	PAYROLL ADDL ENTITY SUPPORT - PHPL
	PSN MODULE SUPPORT
\$64.99	PSN MODULE SUPPORT
	PSN MODULE SUPPORT
	VAULT BACKUP
\$3.98	VAULT BACKUP
\$15.90	VAULT BACKUP
\$7.95	VAULT BACKUP
\$3.98	VAULT BACKUP
\$3.98	VAULT BACKUP
\$23.84	VAULT BACKUP
\$23.84	VAULT BACKUP
\$3.98	VAULT BACKUP
\$15.90	VAULT BACKUP
-\$98.75	RETURN PARTS
\$7.60	MATERIAL - ARMORY BUBBLER
\$539.46	UNION, STRNR CTS - ARMORY BUBBLER
\$590.58	MATERIALS - ARMORY BUBBLER
\$196.25	PUMP
\$100.00	OCC BD REF:N67W25380 ASPEN LN, SUSSEX
\$976.00	PREVENTATIVE MAINT-WWTP
\$665.00	PREVENTATIVE MAINT-PW GARAGE
,068.00	PREVENTATIVE MAINT-CIVIC CENTER
\$945.50	PREVENTATIVE MAINT-FIRE DEPT
\$558.00	PREVENTATIVE MAINT-POLICE DEPT
\$805.00	PREVENTATIVE MAINT-VP, LIONS, CONCESSION, THE GROVE
\$42.50	PREVENTATIVE MAINT-AP
\$85.50	PREVENTATIVE MAINT-WELL HOUSE #4
\$457.50	PREVENTATIVE MAINT-WELL HOUSE #5
\$219.50	PREVENTATIVE MAINT-WELL HOUSE #8
\$25.00	PREVENTATIVE MAINT-BOOSTER STATION
,714.00	PREVENTATIVE MAINT-PHPL
	EXHAUST FAN PRV5 - CIVIC CENTER
	REISSUE-PERFORM PM 2 - CORPORATE CENTER L/S
	REISSUE-PERFORM PM 2 - LYNWOOD L/S
,438.84	DETOCILE DEDEODIN DNA O MIELL E
471 00	REISSUE-PERFORM PM 2 - WELL 5
.,4/1.00	REISSUE-PERFORM PM 2 - WELL 4
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,292.69	REISSUE-PERFORM PM 2 - WELL 4
,292.69 ,084.03 \$699.45	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2- CORPORATE CENTER L/S REISSUE-PERFORM PM 2 - FIRE DEPT
,292.69 ,084.03 \$699.45	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2- CORPORATE CENTER L/S
,292.69 ,084.03 \$699.45 ,177.85	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2- CORPORATE CENTER L/S REISSUE-PERFORM PM 2 - FIRE DEPT
,292.69 ,084.03 \$699.45 ,177.85 2,030.70	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2- CORPORATE CENTER L/S REISSUE-PERFORM PM 2 - FIRE DEPT REISSUE-PERFORM PM 2 - CIVIC CENTER
,292.69 ,084.03 \$699.45 ,177.85 2,030.70 \$911.28	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2- CORPORATE CENTER L/S REISSUE-PERFORM PM 2 - FIRE DEPT REISSUE-PERFORM PM 2 - CIVIC CENTER REISSUE-PERFORM PM 2 - WWTP1
,292.69 ,084.03 \$699.45 ,177.85 2,030.70 \$911.28 \$521.20	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2- CORPORATE CENTER L/S REISSUE-PERFORM PM 2 - FIRE DEPT REISSUE-PERFORM PM 2 - CIVIC CENTER REISSUE-PERFORM PM 2 - WWTP1 REISSUE-PERFORM PM 2 - WWTP2
,292.69 ,084.03 \$699.45 ,177.85 2,030.70 \$911.28 \$521.20 7,625.00	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2- CORPORATE CENTER L/S REISSUE-PERFORM PM 2 - FIRE DEPT REISSUE-PERFORM PM 2 - CIVIC CENTER REISSUE-PERFORM PM 2 - WWTP1 REISSUE-PERFORM PM 2 - WWTP2 36" FG 300 UR YELLOW
,292.69 ,084.03 \$699.45 ,177.85 2,030.70 \$911.28 \$521.20 7,625.00 2,620.00	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2 - CORPORATE CENTER L/S REISSUE-PERFORM PM 2 - FIRE DEPT REISSUE-PERFORM PM 2 - CIVIC CENTER REISSUE-PERFORM PM 2 - WWTP1 REISSUE-PERFORM PM 2 - WWTP2 36" FG 300 UR YELLOW PICNIC TABLES
,292.69 ,084.03 \$699.45 ,177.85 2,030.70 \$911.28 \$521.20 7,625.00 2,620.00 7,026.00	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2 - CORPORATE CENTER L/S REISSUE-PERFORM PM 2 - FIRE DEPT REISSUE-PERFORM PM 2 - CIVIC CENTER REISSUE-PERFORM PM 2 - WWTP1 REISSUE-PERFORM PM 2 - WWTP2 36" FG 300 UR YELLOW PICNIC TABLES ATTORNEY FEES
,292.69 ,084.03 \$699.45 ,177.85 2,030.70 \$911.28 \$521.20 7,625.00 2,620.00 7,026.00 \$290.00	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2 - CORPORATE CENTER L/S REISSUE-PERFORM PM 2 - FIRE DEPT REISSUE-PERFORM PM 2 - CIVIC CENTER REISSUE-PERFORM PM 2 - WWTP1 REISSUE-PERFORM PM 2 - WWTP2 36" FG 300 UR YELLOW PICNIC TABLES ATTORNEY FEES ATTORNEY FEES
,292.69 ,084.03 \$699.45 ,177.85 2,030.70 \$911.28 \$521.20 7,625.00 2,620.00 7,026.00 \$290.00 \$150.00	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2 - CORPORATE CENTER L/S REISSUE-PERFORM PM 2 - FIRE DEPT REISSUE-PERFORM PM 2 - CIVIC CENTER REISSUE-PERFORM PM 2 - WWTP1 REISSUE-PERFORM PM 2 - WWTP2 36" FG 300 UR YELLOW PICNIC TABLES ATTORNEY FEES ATTORNEY FEES REFUND THE GROVE OAK ROOM
,292.69 ,084.03 \$699.45 ,177.85 2,030.70 \$911.28 \$521.20 7,625.00 2,620.00 7,026.00 \$290.00 \$150.00 \$14.50	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2 - CORPORATE CENTER L/S REISSUE-PERFORM PM 2 - FIRE DEPT REISSUE-PERFORM PM 2 - CIVIC CENTER REISSUE-PERFORM PM 2 - WWTP1 REISSUE-PERFORM PM 2 - WWTP2 36" FG 300 UR YELLOW PICNIC TABLES ATTORNEY FEES ATTORNEY FEES REFUND THE GROVE OAK ROOM REFUND THE GROVE OAK ROOM
,292.69 ,084.03 \$699.45 ,177.85 ,030.70 \$911.28 \$521.20 7,625.00 \$,620.00 \$290.00 \$150.00 \$14.50 -\$25.00	REISSUE-PERFORM PM 2 - WELL 4 REISSUE-PERFORM PM 2 - WELL 8 REISSUE-PERFORM PM 2 - CORPORATE CENTER L/S REISSUE-PERFORM PM 2 - FIRE DEPT REISSUE-PERFORM PM 2 - CIVIC CENTER REISSUE-PERFORM PM 2 - WWTP1 REISSUE-PERFORM PM 2 - WWTP2 36" FG 300 UR YELLOW PICNIC TABLES ATTORNEY FEES REFUND THE GROVE OAK ROOM REFUND THE GROVE OAK ROOM REFUND THE GROVE OAK ROOM
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\$2 \$7 \$65.02 DATA PAY DIRECT DEPOSIT SUPPORT

E 100-51510-000-340 Data Processing Services E 610-53700-000-903 Accounting Supplies & Expenses E 620-53610-100-310 Office Supplies E 610-53700-000-935 Maint--Genl Plant & Equip E 620-53610-100-310 Office Supplies E 640-53650-000-340 Data Processing Services G 100-14500 Due from Haass Library E 610-53700-000-903 Accounting Supplies & Expenses E 620-53610-100-310 Office Supplies E 640-53650-000-340 Data Processing Services E 100-51420-000-240 Maint--Equipment E 100-52200-000-240 Maint--Equipment E 100-52400-000-390 Expenses E 100-53311-000-240 Maint--Equipment E 100-55200-000-240 Maint--Equipment E 100-55300-000-310 Office Supplies E 610-53700-000-935 Maint--Genl Plant & Equip E 620-53610-100-249 Maint--General Plant E 640-53650-000-240 Maint--Equipment E 100-51491-000-390 Expenses E 610-53700-000-651 Maint of Mains E 100-57620-000-820 Improvements E 100-57620-000-820 Improvements E 100-57620-000-820 Improvements E 100-55200-000-395 Weed Control G 100-23230 Occupancy Deposits E 620-53610-100-249 Maint--General Plant E 100-53311-000-242 Maint--Bldg & Facilities E 100-51600-000-242 Maint--Bldg & Facilities E 100-52200-000-242 Maint--Bldg & Facilities E 100-52100-000-242 Maint--Bldg & Facilities E 100-55200-000-242 Maint--Bldg & Facilities E 100-55200-000-242 Maint--Bldg & Facilities E 610-53700-000-955 Pumping-Maint of Equipment G 100-14500 Due from Haass Library E 100-51600-000-242 Maint--Bldg & Facilities E 620-53610-200-243 Maint--Collection Pump Equip R 620-110-46412 Sewer--Other Governments E 610-53700-000-955 Pumping-Maint of Equipment E 610-53700-000-955 Pumping-Maint of Equipment E 610-53700-000-955 Pumping-Maint of Equipment E 620-53610-200-243 Maint--Collection Pump Equip E 100-52200-000-242 Maint--Bldg & Facilities E 100-51600-000-242 Maint--Bldg & Facilities E 620-53610-300-245 Maint--Trmt & Disposal Equip E 620-53610-300-245 Maint--Trmt & Disposal Equip E 100-53635-000-390 Expenses E 100-57620-000-820 Improvements E 100-51300-000-210 Legal Fees--Traffic E 100-51300-000-211 Legal Fees--Opinions R 100-999-48210 Park Rent G 100-23410 Rent Deposits G 100-21101 Sales Tax Payable R 100-000-48900 Miscellaneous Income E 100-55200-000-240 Maint--Equipment E 100-55200-000-244 Maint--Vehicle

06/01/23 06/01/23 06/01/23 06/01/23 06/01/23 06/01/23 06/01/23 06/01/23 06/01/23 06/01/23 06/01/23 06/07/23	067009 067010 067011 067012 067013 067014 067014 067014 067014 067014 067014 067016 067016 067016 067016 067016 067017 067020 067020 067025 067025 067025 067027 067027 067027 067027 067027 067027 067027	SCHLAFER AUTO BODY INC SJE RHOMBUS - CHECKS TIM O BRIEN HOMES WILLIAM RYAN HOMES-MADISON22 WILLIAM RYAN HOMES-MADISON22 WRWA WRWA WRWA WRWA WRWA WRWA CRAIG D CHILDS, PHD, S.C. EMPLOYEE BENEFITS CORPORATION EMPLOYEE BENEFITS CORPORATION EMPLOYEE BENEFITS CORPORATION EMPLOYEE BENEFITS CORPORATION EMPLOYEE BENEFITS CORPORATION EMPLOYEE BENEFITS CORPORATION FALLS AUTO PARTS & SUPPLIES FALLS & SUPLIES FALLS & SUPPLIES FALLS & SUPPLIES FALLS & SUPPLIES FALLS & SUPLIES FALLS & SUPLIES	 \$6,114.08 REPAIRS 2008 TRUCK \$16,540.00 NEW PROG & WIRING FOR 2 REPL PHOS CHEM PUMPS 2022 \$100.00 OCC BD REF:W254N664 ASPEN CT, SUSSEX \$433.29 REFUND TAX OVERAGE \$36.47 CONSOLIDATED SAFETY PERSONAL PROT EQUIPMENT TRAINING-JF, JA \$36.47 CONSOLIDATED SAFETY PERSONAL PROT EQUIPMENT TRAINING-JF, JA \$36.47 CONSOLIDATED SAFETY PERSONAL PROT EQUIPMENT TRAINING-JF, JA \$20.87 CONSOLIDATED SAFETY PERSONAL PROT EQUIPMENT TRAINING-JF, JA \$10.00 OSYCH EVALS - SN, KW \$15.00 COBRA-FINAL INVOICE \$15.00 COBRA-FINAL INVOICE \$15.00 COBRA-FINAL INVOICE \$15.00 COBRA-FINAL INVOICE \$17.97 ICE BLADE \$40.58 FILTERS \$47.30 BATTERIES, DEPOSITS, BATTERY WARRANTY -\$30.00 REFUND - CORE DEPOSITS \$42.73 V-BELTS \$42.69 TUBE \$60.294 ANTIFREZE-LYNWOOD L/S \$250.00 OCC BD REF:NG7W25352 ASPEN LN, SUSSEX \$500.00 OCC BD REF:NG7W25379 RECKENRIDGE CT, SUSSEX \$500.00 OCC BD REF:NG7W25379 RECKENR	E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies E 640-53650-000-324 Schooling & Dues E 100-53311-000-390 Expenses E 610-53700-000-930 Misc General Expenses E 640-53650-000-324 Schooling & Dues E 100-52200-000-390 Expenses E 100-51410-000-135 Employee Insurance E 610-53700-000-926 Employee Pension & Benefits E 620-53610-100-135 Employee Insurance E 640-53650-000-135 Employee Insurance E 640-53650-000-135 Employee Insurance E 640-53650-000-135 Employee Insurance E 640-53650-000-135 Employee Insurance E 640-53650-000-244 MaintVehicle E 620-53610-100-330 Transportation E 620-53610-100-249 MaintGeneral Plant E 620-53610-100-249 MaintGeneral Plant E 620-53610-100-240 MaintEquipment E 100-55200-000-240 MaintEquipment E 100-55200-000-240 MaintEquipment E 100-55200-000-240 MaintEquipment R 620-110-46412 SewerOther Governments E 100-55200-000-396 Playgrounds G 100-23230 Occupancy Deposits G 100-23230 Occupancy Deposits E 100-55200-000-407 Disc Golf Course Maintenance E 100-55200-000-407 Disc Golf Course Maintenance E 100-55200-000-407 Disc Golf Course Maintenance E 100-55200-000-407 Disc Golf Course Maintenance G 100-14500 Due from Haass Library G 100-21511 ICMA Withheld G 100-21101 Sales Tax Payable R 100-999-48210 Park Rent R 100-999-48210 Park Rent R 100-999-48210 Park Rent R 100-999-48210 Park Rent E 100-5140-000-310 Office Supplies E 100-5200-000-345 Supplies E 100-5200-000-345 Supplies E 100-55200-000-345 Supplies E 100-55200-000-345 Supplies E 100-55200-000-345 Supplies E 100-55200-000-345 Supplies
06/07/23 06/07/23	067027 067027 067027	PIGGLY WIGGLY - NEW PIGGLY WIGGLY - NEW PIGGLY WIGGLY - NEW	\$0.73 BEVERAGES \$2.72 BEVERAGES \$1.27 BEVERAGES \$0.0 DEVERAGES	E 100-52400-000-390 Expenses E 100-53311-000-345 Supplies
06/07/23 06/07/23	00,02,		<i>•</i> = =========	E 100-55300-000-310 Office Supplies E 610-53700-000-921 Office Supplies & Expenses
06/07/23 06/07/23 06/07/23	067027 067027 067027	PIGGLY WIGGLY - NEW PIGGLY WIGGLY - NEW PIGGLY WIGGLY - NEW DESETWICK COULD	\$4.72 BEVERAGES \$1.45 BEVERAGES \$40.26 BEVERAGES \$20.60 ED ED E DESCEDIVATION EURO DETMOLIDSEMENT JOHNSON NUDSEDY	E 620-53610-100-310 Office Supplies E 640-53650-000-310 Office Supplies E 100-53311-000-345 Supplies
06/07/23 06/07/23 06/07/23 06/07/23	067028 067029 067030 067031	PRESTWICK GROUP SCHAN BUSINESS ENT INC SHORT ELLIOTT HENDRICKSON INC. SIGMA GROUP - MAIL	 \$22,060.50 TREE PRESERVATION FUND REIMBURSEMENT-JOHNSON NURSERY \$150.00 REFUND DEPOSIT \$2,961.50 WOODSIDE TOWER PROJECT - RISER PIPE \$560.00 DRAW 8 - HIGHLANDS BUSINESS PARK II 	G 410-23250 Special Deposits G 100-23410 Rent Deposits G 610-19242 Towers - Contributed E 470-57331-000-216 Engineering
00/07/25	00/031	STORY OROOF - PIATE		E 170 57551-000-210 Engineering

06/07/23	067032	SLATER, JULIA	\$453.10	
06/07/23	067033	SPRUNG HEATING	\$20,850.00	
06/07/23	067034	SUPPLY ZONE		MULTI
06/07/23	067035	UMBS, GREG	\$150.00	
06/07/23	067036	VEIT & COMPANY	\$14,882.26	
06/07/23	067037	WILLIAM RYAN HOMES-MADISON22	\$100.00	
06/14/23	067038	A TIME FOR ME	\$700.00	
06/14/23	067039	AL MOROS LAWN CUTTING	\$850.00	LAWN (
06/14/23	067040	AUTOMATIC ENTRANCES OF WI	\$115.50	SERVIC
06/14/23	067040	AUTOMATIC ENTRANCES OF WI	\$1,156.75	CONTR
06/14/23	067041	CASSIDY, JIM & TANYA	\$433.41	REFUNI
06/14/23	067042	HALEN HOMES LLC	\$500.00	OCC BE
06/14/23	067042	HALEN HOMES LLC	\$500.00	OCC BE
06/14/23	067043	HELM SERVICE	\$846.00	INSTAL
06/14/23	067044	KILLER B S TOTAL PEST CONTROL	\$75.00	
06/14/23	067044	KILLER B S TOTAL PEST CONTROL	\$150.00	
06/14/23	067045	LIAO, RUI	· · · · · · · · · · · · · · · · · · ·	REFUN
06/14/23	067046	PARKING LOT MAINTENANCE, INC.	\$15,275.00	
06/14/23	067047	PERFORMANCE FOOD SERVICE	\$702.66	
06/14/23	067048	SCHLUETER, TOM	\$400.00	
06/14/23	067049	STARK PAVEMENT CORP.	\$703.44	
06/14/23	067049	STARK PAVEMENT CORP.	-\$703.44	
06/14/23	067049	STARK PAVEMENT CORP.	\$703.44	
06/14/23	067050	STUBLER, HAILEY	1	REIMBL
06/14/23	067051	UNEMPLOYMENT INSURANCE		UNEMP
06/14/23	067052	VERIZON WIRELESS		HOT SF
06/14/23	067052	VERIZON WIRELESS		HOT SF
06/14/23	067052	VERIZON WIRELESS	· · · · · ·	HOT SF
06/14/23	067052	VERIZON WIRELESS		REVERS
06/14/23	067053	VILLAGE OF LANNON	\$942.75	
06/14/23	067054	VILLAGE OF RICHFIELD	\$7,215.57	
06/14/23	067055	WAUKESHA CTY DEPT. OF PW 220	\$165.00	
06/14/23	067056	WAUKESHA CTY TREAS-RM148	\$297.49	
06/14/23	067056	WAUKESHA CTY TREAS-RM148	\$156.74	SIGNAL
06/14/23	067057	WI DEPT OF JUSTICE - 93970	\$203.00	BACKG
06/14/23	067057	WI DEPT OF JUSTICE - 93970	\$259.00	BACKG
06/14/23	067057	WI DEPT OF JUSTICE - 93970	\$7.00	BACKG
06/14/23	067057	WI DEPT OF JUSTICE - 93970	\$35.00	BACKG
06/14/23	067057	WI DEPT OF JUSTICE - 93970	\$28.00	BACKG
06/14/23	067057	WI DEPT OF JUSTICE - 93970	\$1.75	BACKG
06/14/23	067057	WI DEPT OF JUSTICE - 93970	\$7.00	BACKG
06/14/23	067057	WI DEPT OF JUSTICE - 93970	\$14.00	BACKG
06/14/23	067057	WI DEPT OF JUSTICE - 93970		BACKG
06/14/23	067057	WI DEPT OF JUSTICE - 93970		BACKG
06/14/23	067057	WI DEPT OF JUSTICE - 93970	\$100.00	
06/21/23	067059	ALL-WAYS CONTRACTORS	\$180.00	
06/21/23	067059	ALL-WAYS CONTRACTORS	\$180.00	
06/21/23	067060	BMO HARRIS BANK, NA - PAYMENTS	\$145.67	
06/21/23	067061	CEDAR CORPORATION	\$959.90	
06/21/23	067062	DORNER COMPANY - SUSSEX	\$13,076.00	
06/21/23	067062	DORNER COMPANY - SUSSEX	\$4,746.00	
06/21/23		HARBOR HOMES		
	067063 067064	IMRIE, JANE E	\$100.00 \$310.00	
06/21/23	067064		\$310.00	
06/21/23	067064		\$210.00	
06/21/23	067064	IMRIE, JANE E	\$250.00	
06/21/23	067065	MAX-R	\$7,625.00	
06/21/23	067066	MISSION SQUARE	\$308.41	
06/21/23	067066	MISSION SQUARE	\$2,156.45	
06/21/23	067067	PAUL S CERTIFIED AUTO REPAIR	\$29.50	DISMO

ID - DAY CAMP WEEKS 2-5 CEMENT TWO ROOF TOP UNITS FOLD TOWELS ID DEPOSIT 8 - HIGHLANDS BUSINESS PARK II D REF:N55W24214 PEPPERTREE DR S, SUSSEX MAKERS & MORE 5/5-6/2/2023 CUTTING 5/2-9-16-22-28/2023 CE-DOOR DOES NOT CLOSE COMPLETELY ROLLER & ENCODER REPLACED ID CREDIT BALANCE-SELLING HOME D REF:N67W25382&W25384 BRECKENRIDGE CT, SUSSEX D REF:N67W25383&W25381 BRECKENRIDGE CT, SUSSEX LL NEW COPPER FITTINGS-HISTORICAL SOCIETY TR 2023 QUARTERLY PEST CONTROL SERVICE G SEASONAL EXTERIOR SERVICE ID - DOUBLE PAYMENT R 4 STORMWATER STRUCTURES AMP SNACKS ON ACCOMPLISHED-CRUISE NIGHT BAND 6/15/2023 URFACE URFACE URFACE URSEMENT - WORK PERMIT PLOYMENT - COUPON #12497248 POT - PARK GARAGE POT - ARMORY PARK POT - MADELINE PARK SE CREDIT - N/A ST QTR - INTERCEPTOR BILLING 2023 BUILDING INSPECTION CONTRACT T-MISC WK W/I HWY ROW TS IS GROUND CHECKS RIALS-WELL HOUSE REPAIR RIALS-WATER MAIN BREAK - MAPLE RD HIRE LUNCHEON - BH, JM, NB IDA WEAVER PARK IMPROVEMENTS TO REPLACE EXISTING ACTUATORS FO FILTER CE EXISTING ACTUATORS FOR FILTER D REF:W228N7885 TIMBERLAND DR, SUSSEX ET STUDIO - MARCH 2023 T STUDIO - APRIL 2023 T STUDIO - MAY 2023 SETS - CDA PURCHASE RED COMPENSATION #302052 VILLAGE OF SUSSEX RED COMPENSATION #302052 VILLAGE OF SUSSEX OUNT & MOUNT MOWER TIRE

R 100-252-46710 Registration Fees E 100-57220-000-820 Improvements E 100-53311-000-345 Supplies G 100-23410 Rent Deposits E 470-57331-000-290 Contractual Fees G 100-23230 Occupancy Deposits E 100-55350-000-140 Program Instructors E 280-54910-000-290 Contractual Fees E 100-51600-000-242 Maint--Bldg & Facilities E 100-51600-000-242 Maint--Bldg & Facilities G 610-13103 Customer Accounts Receivable G 100-23230 Occupancy Deposits G 100-23230 Occupancy Deposits E 100-51600-000-242 Maint--Bldg & Facilities E 100-51600-000-242 Maint--Bldg & Facilities E 100-51600-000-242 Maint--Bldg & Facilities G 610-13103 Customer Accounts Receivable E 640-53650-000-234 Maint--Catch Basins E 100-55350-000-390 Expenses E 100-55202-000-403 Special Events E 100-57620-000-820 Improvements R 100-000-49220 Transfer from Special Rev Fund E 220-59210-000-999 Transfer E 100-55350-000-390 Expenses E 100-55350-000-155 Unemployment Compensation E 100-55200-000-220 Utilities--Telephone E 100-55200-000-220 Utilities--Telephone E 100-55200-000-220 Utilities--Telephone E 100-55200-000-220 Utilities--Telephone E 620-53610-200-241 Maint--Collection System E 100-52400-000-290 Contractual Fees E 410-57331-000-390 Expenses E 100-51440-000-390 Expenses E 100-53311-000-240 Maint--Equipment R 100-000-44110 Liquor & Malt Beverages Licens R 100-000-44120 Operator s Licenses R 100-000-44121 Cigarette Licenses R 100-000-44124 Peddler s Licenses R 100-000-44128 Food Truck License E 100-53311-000-390 Expenses E 100-53635-000-390 Expenses E 100-55200-000-180 Human Resources Expense E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies E 100-55350-000-180 Human Resources Expense E 610-53700-000-955 Pumping-Maint of Equipment E 610-53700-000-650 Maint of Distribution System E 100-51410-000-180 Human Resources Expense E 100-57620-000-820 Improvements E 620-53610-300-249 Maint--General Plant E 620-53610-300-249 Maint--General Plant G 100-23230 Occupancy Deposits E 100-55350-000-140 Program Instructors E 100-55350-000-140 Program Instructors E 100-55350-000-140 Program Instructors E 630-56600-000-390 Expenses G 100-14500 Due from Haass Library G 100-21521 ICMA Withheld E 100-55200-000-240 Maint--Equipment

06/21/23	067067	PAUL S CERTIFIED AUTO REPAIR	\$
06/21/23	067068	PRO BARK	\$1
06/21/23	067069	VICTORY GRAPHICS	\$2
06/21/23	067070	WAUKESHA CTY TREAS-RM148	\$19,7
06/21/23	067071	WILLIAM RYAN HOMES-MADISON22	\$1
06/21/23	067072	WISCONSIN DNR #93192	\$1,5
06/21/23	067073	WRWA	, , , , , , , , , , , , , , , , , , ,
06/21/23	067073	WRWA	\$1
06/21/23	067073	WRWA	\$1
06/28/23	067074	LYNCH FORD OF MUKWONAGO LLC	\$42,2
06/29/23	067075	ANDERSON, JULIE	2,2,¢ \$-
06/29/23	067075	ANDERSON, JULIE	\$
06/29/23	067076	BOLANDER, GERALD	\$
06/29/23	067077	BOY SCOUT TROOP #95-NAGAI	\$1
06/29/23	067078	BRITISH CAR FIELD DAY	\$3 \$3
06/29/23	067078	BRITISH CAR FIELD DAY	چو \$1
/ - / -			
06/29/23	067079	EWALD S HARTFORD FORD, LLC	\$48,9
06/29/23	067079	EWALD S HARTFORD FORD, LLC	\$48,7
06/29/23	067079	EWALD S HARTFORD FORD, LLC	-\$97,6
06/29/23	067079	EWALD S HARTFORD FORD, LLC	\$97,6
06/29/23	067080	GI CONCRETE	4
06/29/23	067081	GRAINGER	\$5 \$5
06/29/23	067082	HALEN HOMES LLC	
06/29/23	067083	HASTINGS, JENNIFER	\$1
06/29/23	067084	HUMANE ANIMAL WELFARE SOCIETY	\$1
06/29/23	067085		\$2
06/29/23	067086	IVERSON, WENDY	\$4
06/29/23	067087	KAEREK HOMES INC.	\$1
06/29/23	067088	KARUNAKARAN, SHIBULAL	\$1
06/29/23	067089	LANGE ENTERPRISES	\$1
06/29/23	067090	MAPLE AVENUE ELEMENTARY SCHOO	\$1
06/29/23	067091	NICHOLSON, JENNIFER	\$1
06/29/23	067092	PANIC, ALEX	\$1
06/29/23	067093	PAPE, LAURA	\$1
06/29/23	067094	PERFORMANCE FOOD SERVICE	\$7
06/29/23	067095	POMASL FIRE EQUIPMENT, INC.	\$1
06/29/23	067096	REDFORD HILLS LLC	\$156,4
06/29/23	067096	REDFORD HILLS LLC	\$156,4
06/29/23	067096	REDFORD HILLS LLC	-\$156,4
06/29/23	067097	REGISTRATION FEE TRUST	\$1
06/29/23	067097	REGISTRATION FEE TRUST	\$1
06/29/23	067098	SARDINA, BETSY	\$1
06/29/23	067099	STARK PAVEMENT CORP.	\$1
06/29/23	067099	STARK PAVEMENT CORP.	-\$1
06/29/23	067099	STARK PAVEMENT CORP.	\$1
06/29/23	067099	STARK PAVEMENT CORP.	\$1
06/29/23	067099	STARK PAVEMENT CORP.	\$1
06/29/23	067100	UNIVERSAL TRANSPORTATION	\$4
06/29/23	067101	WAUKESHA CTY TREAS-RM148	\$2,8
06/29/23	067101	WAUKESHA CTY TREAS-RM148	\$162,7
06/29/23	067101	WAUKESHA CTY TREAS-RM148	9
06/29/23	067102	WHITE, TERI	\$2
06/29/23	067102	WHITE, TERI	-9
06/29/23	067102	WHITE, TERI	+2 702 2
			\$3,703,2

\$21.50 DISMOUNT & MOUNT MOWER TIRE 128.50 TOPSOIL & SHREDDED MULCH - THE GROVE 218.20 SIGNS - 2023 ROAD PROGRAM ,709.88 CHARGE CONVERTING AGR LANDSUXV0273.998.005&007 100.00 OCC BD REF:W241N5604 SABRINA CT, SUSSEX 500.00 ENVIRONMENTAL FEES - STORMWATER \$77.13 CONSOLIDATED SAFETY TRAINING-JA, BH, EH, NB 115.70 CONSOLIDATED SAFETY TRAINING-JA, BH, EH, NB 115.69 CONSOLIDATED SAFETY TRAINING-JA, BH, EH, NB 241.00 2023 FORD RANGER \$20.00 LESS CANCELLATION FEE \$60.00 REFUND \$11.25 REFUND - CANCELLED 150.00 REFUND - CREDIT 300.00 REFUND - CREDIT 150.00 REFUND - CREDIT ,934.00 2023 FORD F250 - STREET VEHICLE 706.00 2023 FORD F250 - PARK VEHICLE .640.00 2023 FORD F250 TRUCKS ,640.00 2023 FORD F250 TRUCKS \$55.00 REFUND DUPLICATE DRIVEWAY PERMIT PAYMENT 550.00 ELECTRIC ACTUATOR 500.00 OCC BD REF:W253N6643&W253N6645 ASPEN LN, SUSSEX 128.50 REFUND - CREDIT 150.00 REFUND - CREDIT 202.51 DANCE T-SHIRTS 420.00 HIP HOP/JAZZ COMBO 100.00 OCC BD REF:N55W23797 FIELDSTONE PASS CIR, SUSSEX 150.00 REFUND - DEPOSIT 184.22 STREET SIGNS 150.00 REFUND - DEPOSIT 150.00 REFUND DEPOSIT 150.00 REFUND DEPOSIT 3139.00 REFUND - CLASS CANCELLED 710.89 DAY CAMP SNACKS 157.62 BOOTS 453.00 WATER MAIN OVERSIZING REFUND-REDFORD HILLS 453.00 WATER MAIN OVERSIZING REFUND-REDFORD HILLS 453.00 WATER MAIN OVERSIZING REFUND-REDFORD HILLS 169.50 LICENSE PLATE - 2023 F250 #1FT7X2BN4PED11572 5169.50 LICENSE PLATE - 2023 F250 #1FT7X2BN6PED11573 148.00 REFUND - DEPOSIT 5137.86 3/8" SURFACE - GAGA PIT 3137.86 3/8" SURFACE - GAGA PIT 5137.86 3/8" SURFACE - GAGA PIT 3137.19 3/8" SURFACE 133.16 3/8" SURFACE 400.00 BUS SERVICE - POTAWATOMI ,840.32 CD COUNTY SOFTWARE 711.38 JULY 2023 POLICE SERVICES \$59.16 MAY 2023 PRISONER HOUSING 245.00 REFUND - VP RENTAL \$25.00 CANCELLATION FEE \$4.75 REFUND - VP RENTAL \$3,703,205.88

E 100-55200-000-240 Maint--Equipment E 100-55200-000-399 Horticulture E 410-57331-000-390 Expenses E 470-57331-000-390 Expenses G 100-23230 Occupancy Deposits E 640-53650-000-397 Licensing Costs E 100-53311-000-390 Expenses E 610-53700-000-930 Misc General Expenses E 620-53610-100-345 Supplies G 620-18373 Transportation Equipment R 100-250-46710 Registration Fees R 100-250-46710 Registration Fees R 100-000-46710 Registration Fees G 100-26110 Unearned Revenue G 100-26110 Unearned Revenue G 100-26110 Unearned Revenue E 100-57324-000-810 Equipment E 100-57620-000-810 Equipment R 100-000-49211 Transfer from Designated GF E 101-59210-000-999 Transfer R 100-000-44310 Bldg & Sewer Inspection Permit E 620-53610-100-249 Maint--General Plant G 100-23230 Occupancy Deposits G 100-26110 Unearned Revenue G 100-26110 Unearned Revenue E 100-55350-000-390 Expenses E 100-55350-000-140 Program Instructors G 100-23230 Occupancy Deposits G 100-26110 Unearned Revenue E 100-51491-000-390 Expenses G 100-26110 Unearned Revenue G 100-23410 Rent Deposits G 100-23410 Rent Deposits R 100-000-46710 Registration Fees E 100-55350-000-390 Expenses E 100-57220-000-810 Equipment G 610-11300 General Investments G 610-19343 Transmission & Distrib Mains G 610-11505 RCA Investments E 100-55200-000-244 Maint--Vehicle E 100-53311-000-244 Maint--Vehicle G 100-26110 Unearned Revenue E 100-57620-000-820 Improvements R 100-000-49220 Transfer from Special Rev Fund E 220-59210-000-999 Transfer E 100-53311-000-390 Expenses E 100-53311-000-390 Expenses E 100-54600-000-405 Program Expenses E 100-52200-000-340 Data Processing Services E 100-52100-000-290 Contractual Fees E 100-52100-000-290 Contractual Fees R 100-999-48210 Park Rent R 100-999-48210 Park Rent G 100-21101 Sales Tax Payable

		Transaction	
Posting Date	Merchant Name	Amount	Name
5/15/2023	AMZN MKTP US	(\$79.98)	CHARLOTTE ABT
5/16/2023	AMAZON.COM*UB4R84UG3 AMZN	\$18.94	CHARLOTTE ABT
5/16/2023	AMZN MKTP US*DF5630AA3	\$21.50	CHARLOTTE ABT
5/16/2023	AMZN MKTP US*BN9CV99I3	\$23.37	CHARLOTTE ABT
5/16/2023	AMZN MKTP US*3Q16Z8OG3	\$8.49	CHARLOTTE ABT
5/16/2023	AMZN MKTP US*4V70E1VR3	\$10.79	CHARLOTTE ABT
5/19/2023	AMAZON.COM*W01IA9MW3 AMZN	\$77.14	CHARLOTTE ABT
5/22/2023	AMZN MKTP US*TN5IE2SK3	\$21.47	CHARLOTTE ABT
5/26/2023	AMZN MKTP US*IV93J4603	\$62.70	CHARLOTTE ABT
5/29/2023	KWIK TRIP 11200011247	\$9.98	CHARLOTTE ABT
5/29/2023	AMAZON.COM*0D2JY85K3	\$12.87	CHARLOTTE ABT
5/29/2023	AMZN MKTP US*UC6SD8C03	\$13.98	CHARLOTTE ABT
5/29/2023	AMZN MKTP US*9V6W54M13	\$6.99	CHARLOTTE ABT
5/30/2023	AMZN MKTP US*WV2SZ67J3	\$186.52	CHARLOTTE ABT
5/30/2023	AMZN MKTP US*H03ZA9U63	\$230.37	CHARLOTTE ABT
5/30/2023	AMZN MKTP US*ZL7XS75G3	\$17.99	CHARLOTTE ABT
5/30/2023	AMZN MKTP US 227X373G3 AMZN MKTP US*U716F7RP3	\$17.99	CHARLOTTE ABT
5/31/2023	AMZN MKTP US*TK4SS8J63	\$49.94	CHARLOTTE ABT
6/1/2023	AMZN MKTP US*KK9ZQ8ZM3	\$49.94 \$24.99	CHARLOTTE ABT
6/6/2023	AMAZON.COM*001MG2M23 AMZN	\$3.46	CHARLOTTE ABT
6/7/2023	AMAZON.COM*EJ7BT4M13 AMZN	\$3.40	CHARLOTTE ABT
6/7/2023	AMAZON.COM EJ7B14M13 AMZN AMZN MKTP US*HY9GF5WP3	\$43.98	CHARLOTTE ABT
	AMAZON.COM*I18Z16013 AMZN	\$43.98 \$20.83	CHARLOTTE ABT
6/8/2023	FLEET FARM 1600	\$20.83 \$124.78	JONATHAN S BAUMANN
5/26/2023	ZORO TOOLS INC		JONATHAN S BAUMANN
5/29/2023	PCNATION	\$53.17 \$701.09	JONATHAN S BAUMANN
6/1/2023 6/2/2023	PCNATION		JONATHAN S BAUMANN
5/15/2023	AMAZON.COM*Y833G4BV3 AMZN	\$333.13	THOMAS A BERRES
5/24/2023	THE HOME DEPOT #4918	\$116.80 \$150.00	THOMAS A BERRES
5/23/2023	AMZN MKTP US*BS7ZI5473	\$150.00 \$35.82	THOMAS A BERRES
5/25/2023	THE HOME DEPOT #4918		THOMAS A BERRES
5/29/2023	AMZN MKTP US*JV1BA6WA3	(\$150.00) \$17.71	THOMAS A BERRES
	AMZN MKTP US JV IBAOWAS AMZN MKTP US*UR5RL48F3	\$25.20	THOMAS A BERRES
6/5/2023 6/5/2023	AMZN MKTP US UKSKL48F3 AMZN MKTP US*T887G1AD2	\$25.20 \$8.91	THOMAS A BERRES
6/5/2023	AMAZON.COM*MI00I5UD3		THOMAS A BERRES
5/22/2023	BAKER & TAYLOR - BOOKS	\$111.58 \$1,937.44	PHPL BOOKS
	BAKER & TAYLOR - BOOKS		PHPL BOOKS
5/22/2023 5/22/2023	BAKER & TAYLOR - BOOKS	\$1,358.85 \$788.59	PHPL BOOKS
5/22/2023	BAKER & TAYLOR - BOOKS	\$788.58 \$277.32	PHPL BOOKS
	BAKER & TAYLOR - BOOKS		PHPL BOOKS
5/22/2023	BAKER & TAYLOR - BOOKS	\$344.03 \$558.06	PHPL BOOKS
5/22/2023 5/22/2023	BAKER & TAYLOR - BOOKS	\$558.96	PHPL BOOKS
5/15/2023	AMZN MKTP US*W58KS8003	\$1,290.02 \$1,998.98	HALIE DOBBECK
5/23/2023	COSTCO WHSE #1101		HALIE DOBBECK
	COUSINS SUBS #9139	\$86.22	HALIE DOBBECK
5/24/2023 6/2/2023	AMZN MKTP US*NO6OC74Z3	\$146.98 \$31.98	HALIE DOBBECK HALIE DOBBECK
6/12/2023	NRPA OPERATING		HALIE DOBBECK HALIE DOBBECK
	SUSSEX ACE HARDWARE	\$115.00 \$0.02	JEFFREY GOODYEAR
5/11/2023	MENARDS PEWAUKEE WI	\$9.93 \$16.08	
5/24/2023 5/11/2023	SIMSUSHARE.COM	\$16.98 \$1 275 00	JEFFREY GOODYEAR KRISTOPHER GROD
	SIMSUSHARE.COM SQ *ENGINE COMPANY LEATHE	\$1,275.00	KRISTOPHER GROD
5/15/2023 5/16/2023	DINGES FIRE COMPANY LEATHE	\$93.50 \$63.99	KRISTOPHER GROD
5/10/2023		ф0 3.9 9	

		Transaction	
Posting Data	Merchant Name	Transaction Amount	Name
Posting Date 5/19/2023	AWOGSYSTEMS	\$28.00	KRISTOPHER GROD
5/25/2023	AMERICAN FLAGS EXPRESS	\$161.35	KRISTOPHER GROD
5/26/2023	MENARDS PEWAUKEE WI	\$92.25	KRISTOPHER GROD
6/1/2023	AMERICAN HEART SHOPCPR	\$92.23	KRISTOPHER GROD
	PAYPAL *AWOGSYSTEMS	\$28.00	KRISTOPHER GROD
6/7/2023			
6/9/2023	TRIELECTRO SP BORON EXTRICATION T	\$106.00	KRISTOPHER GROD KRISTOPHER GROD
6/8/2023		\$29.90	
6/12/2023		\$87.57	
5/22/2023	AMZN MKTP US*Q76CO2MT3	\$35.99	
5/22/2023	AMAZON.COM*NF9Y83OT3 AMZN	\$266.39	
5/25/2023	IN *ZOOS ARE US, INC.	\$507.50	
5/30/2023	AMAZON.COM*9J0N37QY3 AMZN	\$143.92	
5/18/2023	TARGET 00002238	\$45.97	ADELE M LORIA
5/29/2023	DISPLAYS2GO	\$224.94	ADELE M LORIA
6/5/2023	EL JIMADOR MEXICAN GRILL	\$150.62	ADELE M LORIA
6/9/2023	DNH*GODADDY.COM	\$755.28	ADELE M LORIA
5/11/2023	WALDSCHMIDT'S TOWN & COUN	\$25.13	SANDRA A MEYER
5/11/2023	ATT* BILL PAYMENT	\$823.92	SANDRA A MEYER
5/11/2023	ATT* BILL PAYMENT	\$1,191.78	SANDRA A MEYER
5/11/2023	MIDWEST METER - JACKSON	\$6,840.00	SANDRA A MEYER
5/11/2023	SPECTRUM	\$1,432.64	SANDRA A MEYER
5/11/2023	IN *WISCONSIN LAKE & POND	\$225.00	SANDRA A MEYER
5/11/2023	ATT* BILL PAYMENT	\$252.44	SANDRA A MEYER
5/11/2023	CINTAS CORP	\$1,260.06	SANDRA A MEYER
5/11/2023	CINTAS CORP	\$135.41	SANDRA A MEYER
5/11/2023	PROHEALTH WORKS (SEEGER)	\$1,235.00	SANDRA A MEYER
5/11/2023	BATTERIES PLUS #600	\$269.28	SANDRA A MEYER
5/12/2023	MENARDS PEWAUKEE WI	\$31.97	SANDRA A MEYER
5/12/2023	A/E GRAPHICS, INC.	\$105.62	SANDRA A MEYER
5/11/2023	LEE RECREATION LLC	\$6,075.00	SANDRA A MEYER
5/12/2023	AIRGAS - NORTH	\$18.55	SANDRA A MEYER
5/12/2023	KEN WEBER TRUCK SERVICE	\$312.50	SANDRA A MEYER
5/12/2023	USABLUEBOOK	\$1,037.52	SANDRA A MEYER
5/17/2023	VON BRIESEN & ROPER S C	\$162.50	SANDRA A MEYER
5/18/2023	LAKESHORE RECYCLING SYST	\$46,287.00	SANDRA A MEYER
5/18/2023	SJ ELECTRO SYSTEMS, LLC	\$1,358.52	SANDRA A MEYER
5/18/2023	PAYNE & DOLAN INC 1010	\$181.35	SANDRA A MEYER
5/18/2023	PORT-A-JOHN -CLV	\$90.00	SANDRA A MEYER
5/18/2023	SPECTRUM	\$240.02	SANDRA A MEYER
5/18/2023	SPECTRUM	\$129.99	SANDRA A MEYER
5/18/2023	SPECTRUM	\$149.99	SANDRA A MEYER
5/18/2023	SPECTRUM	\$12.00	SANDRA A MEYER
5/18/2023	SALAMONE SUPPLIES INC	\$1,277.30	SANDRA A MEYER
5/18/2023	EUROFINS SF ANALYTICAL LA	\$726.65	SANDRA A MEYER
5/18/2023	WMH RETAIL PHARMACY	\$788.03	SANDRA A MEYER
5/19/2023	MILLER BRADFORD RISBERG	\$529.91	SANDRA A MEYER
5/19/2023	DLT SOLUTIONS 703-773-	\$1,480.90	SANDRA A MEYER
5/19/2023	EMERGENCY MEDICAL PRODUC	\$789.27	SANDRA A MEYER
5/19/2023	MENARDS PEWAUKEE WI	\$356.83	SANDRA A MEYER
	CONWAY SHIELD		SANDRA A MEYER SANDRA A MEYER
5/19/2023		\$643.60 \$580.00	
5/19/2023	KEEPER GOALS	\$580.00	
5/19/2023	MID-AMERICAN RESEARCH CHE	\$1,428.44	SANDRA A MEYER

		Transaction	
Posting Date	Merchant Name	Amount	Name
5/18/2023	JOURNAL SENTINEL	\$21.74	SANDRA A MEYER
5/19/2023	AIRGAS - NORTH	\$58.63	SANDRA A MEYER
5/19/2023	GALLS	\$1,517.81	SANDRA A MEYER
5/19/2023	CAVENDISHSQ	\$677.80	SANDRA A MEYER
5/19/2023	SQ *THOMAS PRESS INC.	\$679.00	SANDRA A MEYER
5/22/2023	DEMCO	\$251.11	SANDRA A MEYER
5/22/2023	JAMES IMAGING SYSTEMS, IN	\$323.38	SANDRA A MEYER
5/22/2023	SALAMONE SUPPLIES INC	\$98.34	SANDRA A MEYER
5/25/2023	SOERENS FORD OF BROOKFIEL	\$231.19	SANDRA A MEYER
5/25/2023	NORTHERN LAKE SERVICE- IN	\$290.40	SANDRA A MEYER
5/25/2023	RENTOKIL NA, INC	\$255.00	SANDRA A MEYER
5/25/2023	UTILITY SERVICE CO	\$15,963.00	SANDRA A MEYER
5/25/2023	SPECTRUM	\$149.98	SANDRA A MEYER
5/25/2023	SPECTRUM	\$97.74	SANDRA A MEYER
5/25/2023	IN *FIRE-RESCUE SUPPLY, L	\$1,025.00	SANDRA A MEYER
5/26/2023	MILLER BRADFORD RISBERG	\$475.00	SANDRA A MEYER
5/26/2023	EMERGENCY MEDICAL PRODUC	\$823.08	SANDRA A MEYER
5/26/2023	MENARDS PEWAUKEE WI	\$108.39	SANDRA A MEYER
5/26/2023	AIRGAS - NORTH	\$140.56	SANDRA A MEYER
5/31/2023	DAVE JONES INC	\$624.99	SANDRA A MEYER
5/31/2023	AREA RENTAL SALES CO NEW	\$116.50	SANDRA A MEYER
5/31/2023	CDW GOVT #JR21040	\$894.96	SANDRA A MEYER
5/31/2023	CDW GOVT #JR06059	\$9,021.23	SANDRA A MEYER
5/31/2023	IN *WISCONSIN LAKE & POND	\$342.25	SANDRA A MEYER
5/31/2023	ASCAP LICENSE FEE	\$432.50	SANDRA A MEYER
5/31/2023	EUROFINS SF ANALYTICAL LA	\$557.16	SANDRA A MEYER
5/31/2023	BATTERIES PLUS #600	\$223.56	SANDRA A MEYER
6/1/2023	MENARDS PEWAUKEE WI	\$1,095.12	SANDRA A MEYER
6/1/2023	SERVICE SANITATION WI	\$437.75	SANDRA A MEYER
6/1/2023	NORTHERN LAKE SERVICE- IN	\$132.00	SANDRA A MEYER
6/1/2023	USABLUEBOOK	\$1,705.54	SANDRA A MEYER
6/2/2023	MID-AMERICAN RESEARCH CHE	\$375.06	SANDRA A MEYER
6/2/2023	RHYME BUSINESS PRODUCTS L	\$20.90	SANDRA A MEYER
6/2/2023	TYCOINTEGRATEDSECURITY	\$78.52	SANDRA A MEYER
6/2/2023	TYCOINTEGRATEDSECURITY	\$167.47	SANDRA A MEYER
6/2/2023	TYCOINTEGRATEDSECURITY	\$98.84	SANDRA A MEYER
6/2/2023	TYCOINTEGRATEDSECURITY	\$118.53	SANDRA A MEYER
6/2/2023	NCL OF WISCONSIN INC	\$496.23	SANDRA A MEYER
6/7/2023	CINTAS CORP	\$1,356.43	SANDRA A MEYER
6/7/2023	CINTAS CORP	\$128.08	SANDRA A MEYER
6/8/2023	LAKESHORE RECYCLING SYST	\$46,273.10	SANDRA A MEYER
6/8/2023	ATT* BILL PAYMENT	\$1,181.79	SANDRA A MEYER
6/8/2023	ATT* BILL PAYMENT	\$448.98	SANDRA A MEYER
6/8/2023	PORT-A-JOHN -CLV	\$100.00	SANDRA A MEYER
6/8/2023	MIDWEST METER - JACKSON	\$6,068.36	SANDRA A MEYER
6/8/2023	ELLIOTT ACE HDWE	\$13.77	SANDRA A MEYER
6/8/2023	R A SMITH NATIONAL INC	\$30,439.48	SANDRA A MEYER
6/8/2023	ATT* BILL PAYMENT	\$252.44	SANDRA A MEYER
6/8/2023	SALAMONE SUPPLIES INC	\$91.57	SANDRA A MEYER
6/8/2023	EBERTS GREENHOUSE VILLAGE	\$4,200.00	SANDRA A MEYER
6/8/2023	BATTERIES PLUS #600	\$134.64	SANDRA A MEYER
6/9/2023	BEACON ATHLETICS, LLC	\$342.20	SANDRA A MEYER

		Transaction	
Posting Date	Merchant Name	Amount	Name
6/9/2023	GALLS	\$76.38	SANDRA A MEYER
5/11/2023	AMZN MKTP US*AT4X77653 AM	\$11.99	JENNIFER A MOORE
5/11/2023	AMZN MKTP US*1X85599V3 AM	\$95.53	JENNIFER A MOORE
5/11/2023	AMAZON.COM*2H7O21413	\$78.97	JENNIFER A MOORE
5/15/2023	AMZN MKTP US*D07TZ7FP3	\$56.82	JENNIFER A MOORE
5/18/2023	WI DFI WS2 CFI CC EPAY	\$20.00	JENNIFER A MOORE
5/22/2023	AMAZON.COM*KV0LH7FT3 AMZN	\$20.00	JENNIFER A MOORE
5/24/2023	WISCMUNCLERKS	\$20.00	JENNIFER A MOORE
5/25/2023	AMZN MKTP US*MW5X97Z23	\$20.00 \$51.99	JENNIFER A MOORE
5/26/2023	AMZN MKTP US*5C9BZ7RN3	\$31.98	JENNIFER A MOORE
6/2/2023	AMZN MKTP US SUBBERNING AMZN MKTP US*IE97K9LN3	\$15.99	JENNIFER A MOORE
6/7/2023	AMAZON.COM*N33ZZ7U13 AMZN	\$23.61	JENNIFER A MOORE
5/18/2023	AMAZON.COM*0W8Q86FD3 AMZN	\$23.01 \$17.99	CAREY NELSON
5/26/2023	PLOTTERPAPERGUYS.COM	\$123.00	LORI NISWONGER
5/15/2023	AMAZON.COM*AQ14B09E3 AMZN	\$123.00	ANNA OLESZCZAK
5/17/2023	IN *COMPETITOR AWARDS & E	\$24.29 \$32.00	ANNA OLESZCZAK ANNA OLESZCZAK
5/22/2023	AMZN MKTP US*PW6BK6PQ3	\$32.00 \$46.53	ANNA OLESZCZAK ANNA OLESZCZAK
5/22/2023	AMZN MKTP US PW0BK0PQ3 AMZN MKTP US*XZ9WJ2W73	\$40.55 \$26.99	ANNA OLESZCZAK ANNA OLESZCZAK
	AMAZON.COM*JN3IH2153	\$20.99 \$162.67	ANNA OLESZCZAK ANNA OLESZCZAK
5/23/2023	AMAZON.COM*R38AT0943		ANNA OLESZCZAK ANNA OLESZCZAK
5/23/2023		\$49.92	
5/24/2023		\$19.96	
5/25/2023		\$11.99	
5/26/2023	AMZN MKTP US*WD5352JR3	\$87.92	
5/30/2023	AMAZON.COM*ZW1708RB3 AMZN	\$37.55	ANNA OLESZCZAK
5/30/2023	AMAZON.COM*X115696W3 AMZN	\$68.54	ANNA OLESZCZAK
6/1/2023		(\$3.98)	
6/6/2023	AMAZON.COM*D95ZB5NI3 AMZN	\$11.49	
6/6/2023	AMAZON.COM*6G5TV9QM3	\$16.99	ANNA OLESZCZAK
6/7/2023	AMAZON.COM*YR3Z00NT3	\$13.29	
6/12/2023	AMAZON.COM*663404Z73 AMZN	\$49.92	
5/11/2023	AMAZON.COM*9K5379603 AMZN	\$15.77	
5/11/2023	AMAZON.COM*8R5XG1Z53	\$28.44	LISA PONTO
5/12/2023	AMZN MKTP US*LQ4OE3GY3	\$16.25	LISA PONTO
5/15/2023		\$25.94	
5/15/2023	AMZN MKTP US*2D7FR5LL3	\$25.98	LISA PONTO
5/16/2023	WAL-MART #3322	\$16.88	LISA PONTO
5/17/2023		\$6.59	LISA PONTO
5/17/2023		\$22.98	
5/18/2023	HOBBY LOBBY #685	\$10.57	LISA PONTO
5/17/2023		\$21.58	LISA PONTO
5/19/2023	AMAZON.COM*SU6J23BL3 AMZN	\$4.99	LISA PONTO
5/22/2023	AMAZON.COM*WY41I8AC3 AMZN	\$3.43	LISA PONTO
5/22/2023	AMZN MKTP US*FN0ET4X23 AM	\$33.18	LISA PONTO
5/22/2023	AMAZON.COM*DM7125303	\$175.00	LISA PONTO
5/23/2023		(\$10.57)	LISA PONTO
5/22/2023	AMZN MKTP US*ET5BY87M3	\$17.96	LISA PONTO
5/22/2023	DBC*BLICK ART MATERIAL	\$13.28	LISA PONTO
5/23/2023	OUR WI MAG	\$24.98	LISA PONTO
5/23/2023	AMZN MKTP US*0V4HN05V3	\$101.68	LISA PONTO
5/23/2023	AMAZON.COM*GS8HI6J93	\$13.59	LISA PONTO
5/24/2023	AMZN MKTP US*ZW1NA8603	\$28.40	LISA PONTO
5/25/2023	MEIJER # 275	\$62.86	LISA PONTO

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Decting Date	Marchant Name	Transaction	Nome
Posting Date	Merchant Name AMAZON.COM*KI0XN8MD3	Amount	Name LISA PONTO
5/25/2023 5/25/2023	AMZN MKTP US*WU31J6R13	\$12.79 \$15.98	LISA PONTO
	AMZN MKTP US*T55K005P3		LISA PONTO
5/25/2023		\$56.33	
5/25/2023		\$30.34	
5/29/2023	THE HONEYBAKED HAM COMPAN	\$249.88	
5/29/2023	AED SUPERSTORE	\$120.75	LISA PONTO
5/29/2023	BESTBUYCOM806765625595	\$1,192.00	LISA PONTO
5/29/2023	BARNES & NOBLE #2213	\$50.00	LISA PONTO
5/29/2023	AMAZON.COM*KH1DW4FB3	\$20.24	LISA PONTO
5/29/2023	AMZN MKTP US*BI7KL1V33	\$16.13	LISA PONTO
5/29/2023	AMZN MKTP US*W066Z4ZB3	\$23.87	LISA PONTO
5/29/2023	AMAZON.COM*PT1G58HS3	\$49.98	LISA PONTO
5/29/2023	AMZN MKTP US*H629K4M13	\$58.36	LISA PONTO
5/30/2023	AMZN MKTP US*9S7US7Z63	\$75.18	LISA PONTO
5/30/2023	AMZN MKTP US*3553N6DC3	\$5.99	LISA PONTO
5/31/2023	AMAZON.COM*TQ8DH5UL3	\$15.17	LISA PONTO
5/31/2023	COSTCO WHSE #1101	\$54.77	LISA PONTO
6/1/2023	MEIJER # 275	\$23.84	LISA PONTO
6/1/2023	FEDEX OFFIC67200006726	(\$88.19)	LISA PONTO
6/1/2023	FEDEX OFFIC67200006726	\$88.19	LISA PONTO
6/1/2023	FEDEX OFFIC67200006726	\$83.99	LISA PONTO
6/1/2023	AMZN MKTP US*459N55ZQ3 AM	\$10.99	LISA PONTO
6/2/2023	AMAZON.COM*FZ1BV0J43 AMZN	\$14.29	LISA PONTO
6/2/2023	AMZN MKTP US*988855ZQ3 AM	\$9.19	LISA PONTO
6/2/2023	AMZN MKTP US*K24Z98V83	\$24.75	LISA PONTO
6/5/2023	AMZN MKTP US*EL7QB1L93	\$16.50	LISA PONTO
6/5/2023	FACEBK D5A6ARKVH2	\$35.00	LISA PONTO
6/6/2023	AMAZON.COM*C07DT2253	\$34.08	LISA PONTO
6/6/2023	AMZN MKTP US*LZ19C01O3	\$21.98	LISA PONTO
6/7/2023	AMZN MKTP US*JQ3OV5RM3	\$14.00	LISA PONTO
6/8/2023	AMZN MKTP US*9T6FZ1GS3	\$20.94	LISA PONTO
6/9/2023	AMZN MKTP US*UF0VI1113	\$17.98	LISA PONTO
6/2/2023	AMZN MKTP US*2G0643DJ3	\$8.90	REC PROGRAMS
6/2/2023	AMZN MKTP US*549RL3NU3	\$36.98	REC PROGRAMS
6/5/2023	AMZN MKTP US*3U8587TI3	\$30.00	REC PROGRAMS
6/5/2023	AMZN MKTP US*ED6OX2VX3	\$6.95	REC PROGRAMS
6/6/2023	AMZN MKTP US*Q52IB4YY3	\$115.66	REC PROGRAMS
5/11/2023	COMPLETE OFFICE OF WISCON	\$181.48	ANNE PULVERMACHER
5/11/2023	AMZN MKTP US*KI37P2KR3 AM	\$49.95	ANNE PULVERMACHER
5/12/2023	APWA - NATIONAL	\$20.00	ANNE PULVERMACHER
5/12/2023	NIU OUTREACH	\$470.00	ANNE PULVERMACHER
5/15/2023	MILWAUKEE JOURNAL	\$14.99	ANNE PULVERMACHER
5/16/2023	AMAZON.COM*LN24I4643 AMZN	\$392.01	ANNE PULVERMACHER
5/17/2023	AMAZON.COM*LE7HN7JK3	\$295.20	ANNE PULVERMACHER
5/18/2023	PATRIOTICBRANDS.COM	\$358.82	ANNE PULVERMACHER
5/22/2023	AMAZON.COM*3V2DZ3BV3 AMZN	\$35.30	ANNE PULVERMACHER
5/24/2023	KALAHARI RESORT - WI	\$139.00	ANNE PULVERMACHER
5/29/2023	AMZN MKTP US*E48TN10Q3	\$15.66	ANNE PULVERMACHER
5/29/2023	AMZN MKTP US*9A7B77JC3	\$115.82	ANNE PULVERMACHER
6/5/2023	AMZN MKTP US 9A7B775C3 AMZN MKTP US*4S2I43TP3	\$13.97	ANNE PULVERMACHER
6/6/2023	AMZN MKTP US 4321431P3 AMZN MKTP US*V73N51LB3	\$13.97 \$14.83	ANNE PULVERMACHER
6/7/2023	AMZN MKTP US V73N5TLB3 AMZN MKTP US*SN7Z025R3	\$14.83 \$15.99	ANNE PULVERMACHER
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		Transaction	
Posting Date	Merchant Name	Amount	Name
6/7/2023	AMZN MKTP US*BJ0J35P73	\$9.99	ANNE PULVERMACHER
6/12/2023	AMZN MKTP US*NE3E322Y3	\$21.99	ANNE PULVERMACHER
6/12/2023	AMAZON.COM*276NB17N3	\$43.62	ANNE PULVERMACHER
6/12/2023	AMZN MKTP US*XU4181LK3	\$47.49	ANNE PULVERMACHER
5/15/2023	AMZN MKTP US*K487Q76Q3	\$26.45	BRENDA TENNYSON
5/17/2023	AMZN MKTP US*W50K90AD3	\$139.95	BRENDA TENNYSON
5/22/2023	AMZN MKTP US*LT6FH8463	\$23.94	BRENDA TENNYSON
6/9/2023	COMPLETE OFFICE OF WISCON	\$327.18	BRENDA TENNYSON
6/8/2023	AMZN MKTP US*GH54H0T03	\$8.99	BRENDA TENNYSON
6/8/2023	AMZN MKTP US*KZ8QJ3QT3	\$119.99	BRENDA TENNYSON
6/12/2023	AMZN MKTP US*D455L5063	\$33.98	BRENDA TENNYSON
5/11/2023	HOBBY LOBBY #685	\$64.44	LYDIA VANDERPOEL
5/17/2023	TARGET 00000828	\$156.10	LYDIA VANDERPOEL
5/19/2023	MEIJER # 275	\$9.45	LYDIA VANDERPOEL
5/19/2023	WAL-MART #3322	\$74.51	LYDIA VANDERPOEL
5/23/2023	AMZN MKTP US*6M0L38X83	\$16.98	LYDIA VANDERPOEL
5/25/2023	AMZN MKTP US*OG0HZ17P3	\$9.59	LYDIA VANDERPOEL
6/8/2023	TARGET 00000828	\$218.38	LYDIA VANDERPOEL
6/8/2023	DOLLARTREE	\$24.44	LYDIA VANDERPOEL
6/12/2023	KWIK TRIP 97300009738	\$5.99	LYDIA VANDERPOEL
6/9/2023	FULL SOURCE LLC	\$48.88	DENNIS WOLF

Grand Total

\$233,248.08

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			Payro	oll Summary	5			Page 3
	:			up: 01 BI-WEEKLY ate: 6/9/2023 per. 12	R	<i>legular</i>		
mployee			eral State Federa <u>coss Gross Ta</u>			Tax <u></u>	untarv <u>Tips Reim</u> t	0
<u>I Deposit</u> deral Tax dicare bial Security vanced EIC al Deposit	\$11,073.53 \$3,890.46 \$16,635.14 None \$31,599.13	Pay Summary Gross Federal Gross State Gross FICA Gross	138,201.20 122,053.28 122,053.28 134,154.03	<u>Tax Summary</u> Federal Tax State Tax Local Tax FICA Ded/Ben Medicare Ded/Ben	11,073.53 5,025.72 8,317.57 1,945.23	8,317.57 1,945.23	<u>Others</u> Retirement Tax-Sheltered Voluntary Tips Reimbursement Net Pay (-tips)	8,256.14 7,891.78 458.19 0.00 0.00 95,233.04
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Payroll Summary

Pay Group: 01 BI-WEEKLY Check Date: 6/23/2023 per. 13

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Employee 941 Deposit	··· ~	Wage	Federal State Gross Gross	State Local Tax Tax	Social Security	Medi- care	Tax Retire Sheltered Volu	intary Tips Reim	b. Net Pay 955.87
Federal Tax Medicare Social Security Advanced EIC Total Deposit	\$11,680.44 \$4,185.64 \$17,897.02 None \$33,763.10	<u>Pav Summan</u> Gross Federal Gross State Gross FICA Gross	148,227.60	Tax Summary Federal Tax State Tax Local Tax FICA Ded/Ben Medicare Ded/		11,680.44 5,359.20 8,948.51 2,092.82	8,948.51 2,092.82	<u>Others</u> Retirement Tax-Sheltered Voluntary Tips Reimbursement Net Pay (-tips)	8,585.71 7,914.85 28.71 0.00 0.00 103,617.36

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Payroll Summary

Board

Pay Group: 01 BI-WEEKLY Check Date: 6/23/2023 per. 13.01

Employee		Gross Wage	Federal Gross	State Gross	Federal Tax	State Tax	Local Tax	Social Security	Medi- care	· Retire	Tax Sheltered	Voluntarv	Tips	Reimb.
							- Iux	oboung		1.00.10		voluntary	1100	rtonno.
941 Deposit		Pay Sumn	nary			<u>Tax S</u>	ummary	Ľ				Ot	hers	
Federal Tax	\$418.62	Gross		2,861.69		Feder	al Tax	-	418.62				tirement	
Medicare	\$82.96	Federal Gr	oss	2,861.69		State	Tax		180.00			Та	x-Shelter	ed
Social Security	\$354.88	State Gros	s	2,861.69		Local	Tax						luntary	
Advanced EIC	None	FICA Gross	s	2,861.69		FICA	Ded/Ben	l	177.44	1	77.44	Ti	•	
Total Deposit	\$856.46					Medic	are Ded	/Ben	41.48		41.48	•	imburser	ment
													et Pay (-ti	

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Net Pay

0.00 0.00 2,044.15

Payroli Summary

Vac Pay-out

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Page 1

Pay Group: 01 BI-WEEKLY Check Date: 6/23/2023 per. 13.02

Employee		Gross Federa Wage Gross		Federal Sta Tax T	te Local ex Tax	Social Security	Medi- care	Tax Retire Sheltered V	oluntary Tips Reimb.	Net Pay
941 Deposit		Pay Summary		Ta	c Summar	y			Others	
Federal Tax	\$565.99	Gross	2,572.70	Fe	ieral Tax	_	565.99		Retirement	
Medicare	\$74.60	Federal Gross	2,572.70	St	te Tax		119.63		Tax-Sheltered	
Social Security	\$319.02	State Gross	2,572.70	Lo	al Tax				Voluntary	
Advanced EIC	None	FICA Gross	2,572.70	Fl	A Ded/Be	n	159.51	159.51	Tips	0.00
Total Deposit	\$959.61			Me	dicare Dec	l/Ben	37.30	37.30	Reimbursement	0.00
									Net Pay (-tips)	1,690.27

Payroll Summary

Vac Pay- out

Pay Group: 01 BI-WEEKLY Check Date: 6/23/2023 per. 13.03

Employee	Gross Federal Wage Gross	State Federal <u>Gross Tax</u>	State Local Social <u>Tax Tax Security</u>	Medi-	tary Tips Reimb Net Pay
941 DepositFederal Tax\$204.82Medicare\$27.00Social Security\$115.44Advanced EICNoneTotal Deposit\$347.26	Pay Summary Gross Federal Gross State Gross FICA Gross	931.00 931.00 931.00 931.00	<u>Tax Summary</u> Federal Tax State Tax Local Tax FICA Ded/Ben Medicare Ded/Ben	204.82 49.34 57.72 57.72 13.50 13.50	OthersRetirementTax-ShelteredVoluntaryTips0.00Reimbursement0.00Net Pay (-tips)605.62

VILLAGE OF SUSSEX ACE HARDWARE - CHECK REGISTER June-23

DATE	CHECK#	VENDOR	AMOUNT	COMMENTS
06/21/23	067058	ACE HARDWARE	\$4.65	H/W
06/21/23		ACE HARDWARE		WRENCH SET
06/21/23		ACE HARDWARE		TOOL - CARBNR BTL OPEN
06/21/23		ACE HARDWARE		NIPPLE
06/21/23	067058	ACE HARDWARE		PIPE, NIPPLE, COUPLE, CPVC, ELBOW
06/21/23		ACE HARDWARE		H/W, DRILL BIT
06/21/23		ACE HARDWARE		PAPER TOWEL HOLDER, DAWN SOAP
06/21/23	067058	ACE HARDWARE	\$11.55	H/W, WELD STL TUB
06/21/23	067058	ACE HARDWARE	\$32.54	CAR WASH CLEANER, PROTECTANT, WHEEL CLEANER, RECEIVER
06/21/23	067058	ACE HARDWARE	\$4.13	LUBE LOCK EASE
06/21/23	067058	ACE HARDWARE	\$44.99	LOCK BALL - THE DEPOT
06/21/23	067058	ACE HARDWARE	\$8.98	GROMMET
06/21/23	067058	ACE HARDWARE	\$0.76	H/W
06/21/23	067058	ACE HARDWARE	\$17.98	CABLE TIES
06/21/23	067058	ACE HARDWARE	\$28.79	RYL IE
06/21/23		ACE HARDWARE		HOSE
06/21/23		ACE HARDWARE	\$6.58	KEYS - REC PROGRAM
06/21/23	067058	ACE HARDWARE	\$7.16	KEYS
06/21/23	067058	ACE HARDWARE	\$5.01	NIPPLE, COUPLE
06/21/23		ACE HARDWARE		COUPLES, BUSHING
06/21/23		ACE HARDWARE		RUBBING ALCOHOL, WEED KILLER, LANDSCAPE FABRIC
06/21/23		ACE HARDWARE	\$1.10	
06/21/23		ACE HARDWARE		SAW BLADE
06/21/23		ACE HARDWARE		SPRAYER TANK
06/21/23		ACE HARDWARE		H/W, PL PREMIUM FASTGRAB
06/21/23		ACE HARDWARE		SAW BLADE
06/21/23		ACE HARDWARE		ROPE
06/21/23		ACE HARDWARE		UTILITY BUCKET
06/21/23		ACE HARDWARE		ADAPTER
06/21/23		ACE HARDWARE	+ -	COUPLE
06/21/23		ACE HARDWARE		HOSE, SPRAYER
06/21/23		ACE HARDWARE		LANDSCAPE - ITEMS FOR MEMORIAL
06/21/23		ACE HARDWARE		DRILL BIT, H/W
06/21/23		ACE HARDWARE		RSTP SPRAY
06/21/23		ACE HARDWARE		BUSHING, BALL VALVE - BUBBLER ARMORY PARK
06/21/23		ACE HARDWARE		TRANSPLANTER, TROWEL, GLOVES
06/21/23 06/21/23		ACE HARDWARE	• -	WATERING CAN POTTING SOIL
00/21/23	007030		φ19.79	

ACCOUNT DESCRIPTION

E 100-53311-000-345 Supplies E 100-55200-000-348 Tools E 610-53700-000-955 Pumping-Maint of Equipment E 100-55200-000-395 Weed Control E 100-55200-000-395 Weed Control E 100-53635-000-345 Supplies E 100-55200-000-394 Splashpad Operations E 100-55200-000-240 Maint--Equipment E 620-53610-100-249 Maint--General Plant E 100-55200-000-242 Maint--Bldg & Facilities E 100-55200-000-242 Maint--Bldg & Facilities E 100-55200-000-298 Contract--Misc Sanitation E 100-55200-000-240 Maint--Equipment E 610-53700-000-955 Pumping-Maint of Equipment E 100-55200-000-298 Contract--Misc Sanitation E 100-55200-000-399 Horticulture E 100-55350-000-390 Expenses E 100-53635-000-345 Supplies E 100-55200-000-395 Weed Control E 100-55200-000-395 Weed Control E 620-53610-100-249 Maint--General Plant G 100-14500 Due from Haass Library E 100-55200-000-298 Contract--Misc Sanitation E 620-53610-100-249 Maint--General Plant E 100-55200-000-298 Contract--Misc Sanitation E 610-53700-000-955 Pumping-Maint of Equipment E 100-55202-000-403 Special Events E 610-53700-000-955 Pumping-Maint of Equipment E 620-53610-100-249 Maint--General Plant E 100-55200-000-395 Weed Control E 100-55200-000-399 Horticulture E 100-55200-000-399 Horticulture E 100-53311-000-230 Maint--Street Materials E 100-53311-000-345 Supplies E 100-57620-000-820 Improvements E 100-55200-000-298 Contract--Misc Sanitation E 100-55200-000-399 Horticulture E 100-55200-000-399 Horticulture

\$702.95

VILLAGE OF SUSSEX								
	PUBLIC WORKS COMMITTEE							
			BILLS FOR PAYMENT					
			PW DATE: JULY, 2023					
VENDOR		AMOUNT		%COMPLETED	NOTES			
CEDAR CORPORATION	\$	959.90	MELINDA WEAVER PARK IMPROVEMENTS-PROF. SERV. THRU 5/20/2023	67.4%	PREPAID			
GILES ENGINEERING ASSOCIATES INC	ES ENGINEERING ASSOCIATES INC \$ 1,709.50 2023 ROAD PROGRAM - 5/1-24/2023		27.5%	PREPAID				
RUEKERT & MIELKE, INC. \$ 1,385.00 WATER MODELING - PROF. SERV. 4/21-5/19/2023		72.6%	PREPAID					
RUEKERT & MIELKE, INC. \$ 2,392.40 2023 GIS SERVIC		2023 GIS SERVICES - PROF. SERV. 4/22-5/19/2023	100.0%	PREPAID BILL TO DEVELOPER: THE COURTYARD AT SUSSEX				
RUEKERT & MIELKE, INC. \$ 1,364.75 THE HIGHLANDS - PROF. SERV. 4/22-5/19/2023		THE HIGHLANDS - PROF. SERV. 4/22-5/19/2023	ONGOING	PREPAID BILL TO DEVELOPER: WANGARD PARTNERS				
SHORT ELLIOTT HENDRICKSON INC	\$	7,165.50	WOODSIDE WT RISER PIPE - PROF. SERV. THRU 5/31/2023	91.0%	PREPAID			
WOLF PAVING CO., INC.	\$	748,197.53	2023 ROAD PROGRAM - 5/15-6/2/2023	27.5%	PREPAID			
WAUKESHA CTY TREASURER	\$	19,709.88	SUSSEX CORPORATE PARK II	100.0%	PREPAID - BILL TO DEVELOPER			
ΤΟΤΑΙ	\$	782,884.46						

VILLAGE BOARD OF VILLAGE OF SUSSEX, WISCONSIN

RESOLUTION NO. 23-25

RESOLUTION AUTHORIZING AMENDMENTS TO \$5,900,000 VILLAGE OF SUSSEX, WISCONSIN INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2016A (SUSSEX IM, INC. PROJECT) ISSUED ON JULY 13, 2016

WHEREAS, the Village of Sussex, Wisconsin (the "Issuer") entered into a Bond Agreement dated as of July 1, 2016, as amended on September 22, 2020 pursuant to a First Amendment to Bond Agreement (as amended, the "Bond Agreement") by and among the Issuer, Sussex IM Real Estate, LLC, a Wisconsin limited liability company (the "Borrower"), U.S. Bank National Association, as original purchaser (the "Original Purchaser"), and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), relating to the issuance of \$7,500,000 Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A and 2016B (Sussex IM, Inc. Project) (the "Bonds"); and

WHEREAS, the Bonds were issued in two series as follows: (i) the 2016A Bonds were issued in the principal amount of \$5,900,000 (the "Series 2016A Bonds"), and (ii) the 2016B Bonds were issued in the principal amount of \$1,600,000 (the "Series 2016B Bonds"); and

WHEREAS, the Series 2016B Bonds will be fully redeemed on or about August 1, 2023 (the "Redemption Date") pursuant to a redemption notice which has been delivered by the Borrower to the Village and the Trustee, which notice states that the Borrower has elected to pay off the Series 2016B Bonds on the Redemption Date; and

WHEREAS, pursuant to the Bond Agreement, the Issuer loaned the proceeds of the Bonds to the Borrower for the purpose of financing a project on behalf of the Borrower consisting of the (i) acquisition of land described as Lot 1, Certified Survey Map No. 7957 located at Highway K and east of Highway 164 in the Village of Sussex, Wisconsin (the "Project Site"), (ii) construction of an approximately 145,000 square foot facility at the Project Site to be completed in multiple phases and operated by Sussex IM, Inc. to manufacture plastic injection molded parts, (iii) acquisition and installation of equipment at the Facility, and (iv) payment of certain professional costs and costs of issuance; and

WHEREAS, the Original Purchaser is the sole owner of the Bonds; and

WHEREAS, the Original Purchaser and the Borrower desire to amend certain terms of the Bond Agreement and the outstanding Series 2016A Bonds, including but not limited to the interest rate provisions relating to the Series 2016A Bonds; and

WHEREAS, in order to give effect to such modification of the Bond Agreement and the Series 2016A Bonds, the Borrower and the Original Purchaser have requested the Issuer to (i) amend the Series

2016A Bonds (the "Amended Series 2016A Bonds") and (ii) enter into a Second Amendment to Bond Agreement (the "Amendment").

NOW THEREFORE, BE IT RESOLVED by the governing body of the Issuer as follows:

Section 1. <u>Findings and Determinations</u>.

It is hereby found and determined that under the provisions of Section 66.1103 of the Wisconsin Statutes, the Amended Series 2016A Bonds shall remain limited obligations of the Issuer, and the Amended Series 2016A Bonds do not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against its general credit or taxing powers or a pecuniary liability of the Issuer.

Section 2. <u>Approvals and Authorizations</u>.

2.01. There is hereby approved the amendment by the Issuer of its Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project), as set forth in the Amendment.

2.02. The Amendment is hereby approved. The Village President and the Village Clerk are hereby authorized and directed in the name and on behalf of the Issuer to execute the Amendment, to which the Issuer is a party, and either one of them or both of them are authorized and directed to execute such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's counsel and bond counsel.

2.03. The Issuer shall proceed to amend the Series 2016A Bonds, which Amended Series 2016A Bonds shall be in the form and upon the terms set forth in the Amendment, which terms are for this purpose incorporated in this resolution and made a part hereof. The Village President and the Village Clerk are authorized and directed to execute and seal the Amended Series 2016A Bonds as prescribed in the Amendment and to deliver them to the Trustee for authentication and delivery to the Original Purchaser.

2.04. The Village President, the Village Clerk, and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Amended Series 2016A Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Amended Series 2016A Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

2.05. The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's counsel and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

2.06. The Amended Series 2016A Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Amended Series 2016A Bonds, the Issuer has pledged and assigned

to the Trustee, all of its right, title and interest in and to the trust estate described in the Bond Agreement.

Adopted: July 25, 2023

VILLAGE OF SUSSEX, WISCONSIN

By:

Anthony J. LeDonne, Village President

Attest: ________ Jennifer Boehm, Deputy Village Clerk

CERTIFICATION BY CLERK OF THE VILLAGE OF SUSSEX

I, Jennifer Boehm, being first duly sworn, hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sussex, Wisconsin (the "Issuer"), and as such I have in my possession, or have access to, the complete corporate records of the Issuer and of its Village Board; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. 23-25 entitled:

RESOLUTION AUTHORIZING AMENDMENTS TO \$5,900,000 VILLAGE OF SUSSEX, WISCONSIN INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2016A (SUSSEX IM, INC. PROJECT) ISSUED ON JULY 13, 2016

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Village Board of the Issuer at a meeting held at Village Hall, N64 W23760 Main Street Sussex, Wisconsin at 6:00 p.m. on July 25, 2023 at a regular meeting of the Village Board and was held in open session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the Village Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the Issuer.

3. Said meeting was called to order by Anthony LeDonne who chaired the meeting. Upon roll, I noted and recorded that the following trustees were present:

and that the following trustees were absent:

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by ______ and seconded by ______. Following discussion and after all trustees who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

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NAY:		
	-	
ABSTAINED:		
	_	
	-	
W/house on the meeting sheirs areas deal	and asid	Desclution adapted and Les recorded it
whereupon the meeting chairperson decl	ared said	Resolution adopted, and I so recorded it.
IN WITNESS WHEREOF, I have signe	d my nar	ne hereto on this 25th day of July, 2023.

VILLAGE OF SUSSEX, WISCONSIN

[SEAL]

AYE:

By:_____ Jennifer Boehm, Deputy Village Clerk

VILLAGE BOARD OF VILLAGE OF SUSSEX, WISCONSIN

RESOLUTION NO.

RESOLUTION AUTHORIZING AMENDMENTS TO \$5,900,000 VILLAGE OF SUSSEX, WISCONSIN INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2016A (SUSSEX IM, INC. PROJECT) ISSUED ON JULY 13, 2016

WHEREAS, the Village of Sussex, Wisconsin (the "Issuer") entered into a Bond Agreement dated as of July 1, 2016-, as amended on September 22, 2020 pursuant to a First Amendment to Bond Agreement (as amended, the "Original-Bond Agreement") by and among the Issuer, Sussex IM Real Estate, LLC, a Wisconsin limited liability company (the "Borrower"), U.S. Bank National Association, as original purchaser (the "Original Purchaser"), and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), relating to the issuance of \$7,500,000 Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A and 2016B (Sussex IM, Inc. Project) (the "Bonds"); and

WHEREAS, the Bonds were issued in two series as follows: (i) the 2016A Bonds were issued in the principal amount of \$5,900,000 (the "Series 2016A Bonds"), and (ii) the 2016B Bonds were issued in the principal amount of \$1,600,000 (the "Series 2016B Bonds"); and

WHEREAS, the Series 2016B Bonds will be fully redeemed on or about August 1, 2023 (the "Redemption Date") pursuant to a redemption notice which has been delivered by the Borrower to the Village and the Trustee, which notice states that the Borrower has elected to pay off the Series 2016B Bonds on the Redemption Date; and

WHEREAS, pursuant to the Original-Bond Agreement, the Issuer loaned the proceeds of the Bonds to the Borrower for the purpose of financing a project on behalf of the Borrower consisting of the (i) acquisition of land described as Lot 1, Certified Survey Map No. 7957 located at Highway K and east of Highway 164 in the Village of Sussex, Wisconsin (the "Project Site"), (ii) construction of an approximately 145,000 square foot facility at the Project Site to be completed in multiple phases and operated by Sussex IM, Inc. to manufacture plastic injection molded parts, (iii) acquisition and installation of equipment at the Facility, and (iv) payment of certain professional costs and costs of issuance; and

WHEREAS, the Original Purchaser is the sole owner of the Bonds; and

WHEREAS, the Original Purchaser and the Borrower desire to amend certain terms of the Original Bond Agreement and the outstanding Series 2016A Bonds, including but not limited to the interest rate provisions relating to the Series 2016A Bonds; and

WHEREAS, in order to give effect to such modification of the Original Bond Agreement and the Series 2016A Bonds, the Borrower and the Original Purchaser have requested the Issuer to (i) amend

the Series 2016A Bonds (the "Amended Series 2016A Bonds") and (ii) enter into a First-Second Amendment to Bond Agreement (the "Amendment" and collectively with the Original Bond Agreement, the "Bond Agreement").

NOW THEREFORE, BE IT RESOLVED by the governing body of the Issuer as follows:

Section 1. <u>Findings and Determinations</u>.

It is hereby found and determined that under the provisions of Section 66.1103 of the Wisconsin Statutes, the Amended Series 2016A Bonds shall remain limited obligations of the Issuer, and the Amended Series 2016A Bonds do not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against its general credit or taxing powers or a pecuniary liability of the Issuer.

Section 2. <u>Approvals and Authorizations</u>.

2.01. There is hereby approved the amendment by the Issuer of its Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project), as set forth in the Amendment.

2.02. The Amendment is hereby approved. The Village President and the Village Clerk are hereby authorized and directed in the name and on behalf of the Issuer to execute the Amendment, to which the Issuer is a party, and either one of them or both of them are authorized and directed to execute such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's counsel and bond counsel.

2.03. The Issuer shall proceed to amend the Series 2016A Bonds, which Amended Series 2016A Bonds shall be in the form and upon the terms set forth in the Amendment, which terms are for this purpose incorporated in this resolution and made a part hereof. The Village President and the Village Clerk are authorized and directed to execute and seal the Amended Series 2016A Bonds as prescribed in the Amendment and to deliver them to the Trustee for authentication and delivery to the Original Purchaser.

2.04. The Village President, the Village Clerk, and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Amended Series 2016A Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Amended Series 2016A Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

2.05. The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's counsel and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

2.06. The Amended Series 2016A Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Amended Series 2016A Bonds, the Issuer has pledged and assigned

to the Trustee, all of its right, title and interest in and to the trust estate described in the Bond Agreement.

Adopted: July 25, 2023

VILLAGE OF SUSSEX, WISCONSIN

By:

Anthony J. LeDonne, Village President

Attest: _________ Jennifer Moore, Village Clerk

CERTIFICATION BY CLERK OF THE VILLAGE OF SUSSEX

I, Jennifer Moore, being first duly sworn, hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sussex, Wisconsin (the "Issuer"), and as such I have in my possession, or have access to, the complete corporate records of the Issuer and of its Village Board; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled:

RESOLUTION AUTHORIZING AMENDMENTS TO \$5,900,000 VILLAGE OF SUSSEX, WISCONSIN INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2016A (SUSSEX IM, INC. PROJECT) ISSUED ON JULY 13, 2016

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Village Board of the Issuer at a meeting held at Village Hall, N64 W23760 Main Street Sussex, Wisconsin at _____ p.m. on July 25, 2023 at a regular meeting of the Village Board and was held in open session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the Village Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the Issuer.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following trustees were present:

and that the following trustees were absent:

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by ______ and seconded by ______. Following discussion and after all trustees who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

	-	
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	-	
NAY:		
	-	
ABSTAINED:		
	_	
	-	
Whereupon the meeting chairperson decl	ared said	Resolution adopted, and I so recorded it.
IN WITNESS WHEREOF, I have signe	d my nar	ne hereto on this 25th day of July, 2023.

VILLAGE OF SUSSEX, WISCONSIN

[SEAL]

AYE:

By:_____ Jennifer Moore, Village Clerk

Summary Report			
Title	compareDocs Comparison Results		
Date & Time	7/6/2023 2:35:27 PM		
Comparison Time	1.03 seconds		
compareDocs version	v5.1.400.10		

Sources				
Original Document	[#4868-7745-5722] [v1] Village of Sussex Resolution re Bond Amendment for Series			
Original Document	2016A Bonds - Sussex IM 2023.docx			
Modified Document	[#4868-7745-5722] [v2] Village of Sussex Resolution re Bond Amendment for Series			
	2016A Bonds - Sussex IM 2023.docx			

Comparison Statistics		Word Rendering Set Markup Options			
Insertions	7	Name	Standard		
Deletions	9	Insertions			
Changes	2	Deletions			
Moves	0	Moves / Moves	Moves / Moves		
Font Changes	0	Font Changes			
Paragraph Style Changes	0	Paragraph Style Changes			
Character Style Changes	0	Character Style Changes			
TOTAL CHANGES	18	Inserted cells			
		Deleted cells			
		Merged cells			
		Changed lines	Mark left border.		

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	Redline
Character Level	Word	False
Include Comments	Word	True
Include Field Codes	Word	True
Flatten Field Codes	Word	False
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	True
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print

Husch Blackwell LLP DRAFT July 6, 2023

511 North Broadway, Suite 1100 Milwaukee, WI 53202 Phone: 414-273-2100 Fax: 414-223-5000

August 1, 2023

Village of Sussex N64 W23760 Main Street Sussex, WI 53089

U.S. Bank National Association 777 East Wisconsin Avenue Milwaukee, WI 53202

U.S. Bank Trust Company, National Association, as Trustee 1555 North RiverCenter Drive, Suite 203 Milwaukee, WI 53212

> Amendment To: \$5,900,000 Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project) Issued on July 13, 2016 -and-<u>Full Redemption of:</u> \$1,600,000 Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016B (Sussex IM, Inc. Project) Issued on July 13, 2016

We have acted as bond counsel in connection with the issuance by the Village of Sussex, Wisconsin (the "Issuer") of its \$7,500,000 Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A and Series 2016B (Sussex IM, Inc. Project) (the "Bonds") issued on July 13, 2016 and amended on September 22, 2020. The 2016A Bonds were issued in the original principal amount of \$5,900,000 (the "Series 2016A Bonds"), and the 2016B Bonds were issued in the original principal amount of \$1,600,00 (the "Series 2016B Bonds"). The Series 2016B Bonds will be fully redeemed on the date hereof, and this opinion relates only to the amendment of the outstanding Series 2016A Bonds.

The Bonds were issued pursuant to Section 66.1103 of the Wisconsin Statutes and under a Bond Agreement dated as of July 1, 2016, as amended pursuant to a First Amendment to Bond Agreement dated September 22, 2020 (as amended, the "Bond Agreement"), among the Issuer, Sussex

IM Real Estate, LLC, a Wisconsin limited liability company (the "Borrower"), U.S. Bank National Association, as original purchaser and current Bondowner (the "Original Purchaser"), and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Bond Agreement.

The Borrower and the Original Purchaser desire to amend the Bond Agreement pursuant to a Second Amendment to Bond Agreement dated August 1, 2023 (the "Amendment") among the Issuer, the Borrower, the Original Purchaser, and the Trustee, to amend certain provisions relating to the Series 2016A Bonds, including amendment of the interest rate on the Series 2016A Bonds (the "Modification").

For purposes of this opinion letter, we are assuming compliance by the Borrower with the original Borrower's Tax Matters Closing Certificate dated July 13, 2016 (the "Original Tax Certificate") to the date hereof. We have examined: (i) executed counterparts of the Amendment and (ii) such other papers and documents as we have considered necessary and appropriate to render this opinion letter.

Based upon the foregoing, we are of the opinion that, under existing law (a) the Modification is permitted under the Bond Agreement, (b) assuming that as of the date hereof the interest on the Series 2016A Bonds is excludable for federal income tax purposes from the gross income of the owners of the Series 2016A Bonds, the Modification will not affect the excludability of interest on the 2016A Bonds from the gross income of the owners of the 2016A Bonds for federal income tax purposes, and (c) the Modification was duly authorized, executed and delivered by the Issuer under state law. Except as provided in the preceding sentence, we express no opinion regarding any federal tax consequences arising with respect to the Modification or the Series 2016A Bonds.

This opinion letter relates only to the Modification. Except as specifically provided above, we have not addressed or undertaken the review of any actions that may have been taken or not taken or any events which may have occurred or not occurred since we rendered our original approving opinion relating to, among other things, the Borrower's continued compliance and representations and covenants in the Original Tax Certificate, and our opinion above relies solely upon representations of the Borrower with respect thereto. This opinion letter deals only with the specific legal issues that it explicitly addresses, and no opinions may be inferred or implied beyond the matters expressly contained herein.

The opinions expressed herein are based upon those facts and circumstances in existence and laws in effect on the date hereof. We assume no obligation or responsibility to determine or to inform any person whether any actions taken or not taken or events occurring or not occurring or any matters coming to our attention after the date hereof may adversely affect the validity or enforceability of, or the tax status of interest on, the Series 2016A Bonds. This opinion letter is rendered as of the date hereof and we assume no obligation to update or supplement this letter to reflect any facts or circumstances that may subsequently come to our attention or any changes in law that may hereafter occur.

Very truly yours,

HUSCH BLACKWELL LLP

511 North Broadway, Suite 1100 Milwaukee, WI 53202 Phone: 414-273-2100 Fax: 414-223-5000

August 1, 2023

Village of Sussex N64 W23760 Main Street Sussex, WI 53089

U.S. Bank National Association 777 East Wisconsin Avenue Milwaukee, WI 53202

U.S. Bank Trust Company, National Association, as Trustee 1555 North RiverCenter Drive, Suite 203 Milwaukee, WI 53212

> Amendment To: \$5,900,000 Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project) Issued on July 13, 2016 -and-<u>Full Redemption of:</u> \$1,600,000 Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016B (Sussex IM, Inc. Project) Issued on July 13, 2016

We have acted as bond counsel in connection with the issuance by the Village of Sussex, Wisconsin (the "Issuer") of its \$7,500,000 Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A and Series 2016B (Sussex IM, Inc. Project) (the "Bonds") issued on July 13, 2016 and amended on September 22, 2020. The 2016A Bonds were issued in the original principal amount of \$5,900,000 (the "Series 2016A Bonds"), and the 2016B Bonds were issued in the original principal amount of \$1,600,00 (the "Series 2016B Bonds"). The Series 2016B Bonds will be fully redeemed on the date hereof, and this opinion relates only to the amendment of the outstanding Series 2016A Bonds.

The Bonds were issued pursuant to Section 66.1103 of the Wisconsin Statutes and under a Bond Agreement dated as of July 1, 2016–(, as amended pursuant to a First Amendment to Bond Agreement dated September 22, 2020 (as amended, the "Bond Agreement"), as amended effective

August 1, 2023, among the Issuer, Sussex IM Real Estate, LLC, a Wisconsin limited liability company (the "Borrower"), U.S. Bank National Association, as original purchaser and current Bondowner (the "Original Purchaser"), and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Bond Agreement.

The Borrower and the Original Purchaser desire to amend the Bond Agreement pursuant to a First-Second Amendment to Bond Agreement dated August 1, 2023 (the "Amendment") among the Issuer, the Borrower, the Original Purchaser, and the Trustee, to amend certain provisions relating to the Series 2016A Bonds, including amendment of the interest rate on the Series 2016A Bonds (the "Modification").

For purposes of this opinion letter, we are assuming compliance by the Borrower with the original Borrower's Tax Matters Closing Certificate dated July 13, 2016 (the "Original Tax Certificate") to the date hereof. We have examined: (i) executed counterparts of the Amendment and (ii) such other papers and documents as we have considered necessary and appropriate to render this opinion letter.

Based upon the foregoing, we are of the opinion that, under existing law (a) the Modification is permitted under the Bond Agreement, (b) <u>assuming that</u> as of the date hereof the interest on the Series 2016A Bonds is excludable for federal income tax purposes from the gross income of the owners of the Series 2016A Bonds, and the Modification will not affect the excludability of interest on the 2016A Bonds from the gross income of the owners of the 2016A Bonds for federal income tax purposes, and (c) the Modification was duly authorized, executed and delivered by the Issuer under state law. Except as provided in the preceding sentence, we express no opinion regarding any federal tax consequences arising with respect to the Modification or the Series 2016A Bonds.

This opinion letter relates only to the Modification. Except as specifically provided above, we have not addressed or undertaken the review of any actions that may have been taken or not taken or any events which may have occurred or not occurred since we rendered our original approving opinion relating to, among other things, the Borrower's continued compliance and representations and covenants in the Original Tax Certificate, and our opinion above relies solely upon representations of the Borrower with respect thereto. This opinion letter deals only with the specific legal issues that it explicitly addresses, and no opinions may be inferred or implied beyond the matters expressly contained herein.

The opinions expressed herein are based upon those facts and circumstances in existence and laws in effect on the date hereof. We assume no obligation or responsibility to determine or to inform any person whether any actions taken or not taken or events occurring or not occurring or any matters coming to our attention after the date hereof may adversely affect the validity or enforceability of, or the tax status of interest on, the Series 2016A Bonds. This opinion letter is rendered as of the date hereof and we assume no obligation to update or supplement this letter to reflect any facts or circumstances that may subsequently come to our attention or any changes in law that may hereafter occur.

Very truly yours,

HUSCH BLACKWELL LLP

Summary Report			
Title	compareDocs Comparison Results		
Date & Time	7/6/2023 3:39:53 PM		
Comparison Time	0.88 seconds		
compareDocs version	v5.1.400.10		

Sources			
Original Document	[#4878-6249-7898] [v1] Bring Down Opinion (2016A Bonds) - Sussex IM 2023.docx		
Modified Document	[#4878-6249-7898] [v2] Bring Down Opinion (2016A Bonds) - Sussex IM 2023.docx		

Comparison Statistics		Word Rendering Set Markup Options		
Insertions	9	Name	Standard	
Deletions	4	Insertions		
Changes	4	Deletions		
Moves	0	Moves / Moves		
Font Changes	0	Font Changes		
Paragraph Style Changes	0	Paragraph Style Changes		
Character Style Changes	0	Character Style Changes		
TOTAL CHANGES	17	Inserted cells		
		Deleted cells		
		Merged cells		
		Changed lines	Mark left border.	

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Open Comparison Report after saving	General	Always
Report Type	Word	Redline
Character Level	Word	False
Include Comments	Word	True
Include Field Codes	Word	True
Flatten Field Codes	Word	False
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	True
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print

Husch Blackwell LLP DRAFT July 6, 2023

SECOND AMENDMENT TO BOND AGREEMENT

This Second Amendment to Bond Agreement (the "Amendment") is made and entered into as of August 1, 2023 by and among the VILLAGE OF SUSSEX, WISCONSIN (the "Issuer"), SUSSEX IM REAL ESTATE, LLC, a Wisconsin limited liability company (the "Borrower"), U.S. BANK NATIONAL ASSOCIATION, as original purchaser (the "Original Purchaser"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCATION, successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), in conjunction with the amendment of \$5,900,000 Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project) (the "Series A Bonds"). The Amendment relates only to the Series A Bonds.

Pursuant to a Notice of Full Optional Redemption dated June 16, 2023 relating to \$1,600,000 Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016B (Sussex IM, Inc. Project) (the "Series B Bonds") delivered by the Borrower to the Issuer and the Trustee, the Series B Bonds in the outstanding principal amount of [\$____] will be fully redeemed on August 1, 2023 and will no longer be outstanding on the date hereof.

RECITATIONS:

WHEREAS, the Series A Bonds were issued on July 13, 2016 pursuant to a Bond Agreement dated as of July 1, 2016, as amended on September 22, 2020 pursuant to a First Amendment to Bond Agreement, by and among the Issuer, the Borrower, the Original Purchaser, and the Trustee (as amended, the "Bond Agreement");

WHEREAS, the Original Purchaser is the owner of 100% of the Series A Bonds, and the outstanding principal balance of the Series A Bonds as of the date of this Amendment is [\$_____];

WHEREAS, the Borrower and the Original Purchaser have agreed to modify certain of the terms and provisions of the Bond Agreement and the Series A Bonds;

WHEREAS, to give effect to such modifications, the Borrower and the Original Purchaser have requested that the Issuer amend the Bond Agreement pursuant to this Amendment and amend the Series A Bonds effective as of August 1, 2023 (the "Amended Series A Bonds"); and

WHEREAS, Section 10.02 of the Bond Agreement provides that the Bond Agreement may be amended with the consent of the Borrower and approved by requisite consent of the bondowners, and the Borrower and the Original Purchaser (as the sole bondowner under the Bond Agreement) have given such consent as evidenced by their respective signatures to this Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Bond Agreement as follows:

1. <u>Amendment to Section 2.03 of the Bond Agreement.</u>

Section 2.03 of the Bond Agreement is deleted in its entirety and replaced with the following:

"Section 2.03. Interest on the Series A Bonds.

(a) <u>Series A Bonds – Interest Rate</u>.

(i) <u>Series A Bonds – Interest Rate</u>. Commencing on August 1, 2023 through July 31, 2026, the Series A Bonds shall bear interest at the SIFMA Term Index Rate as calculated on each Rate Adjustment Date, pursuant to the following variable rate formula:

[SIFMA Rate + Applicable Spread]

(ii) <u>Series A Bonds – Interest Rate Resets</u>. Commencing on August 1, 2026, and as reset on each Reset Date thereafter, the Series A Bonds shall bear interest at the Term Index Rate or the Fixed Rate for the duration of such Reset Period as selected by Borrower in writing and delivered to the Trustee not less than 30 days nor more than 60 days prior to the next succeeding Reset Date (provided that if no election is made by the Borrower during such notice period, then Borrower shall be deemed to have made an election at the Term Index Rate for such Reset Period).

(iii) <u>Series A Bonds - Interest Rate Conversion</u>. At the option of the Borrower, and with the consent of the Original Purchaser, the Series A Bonds may be converted from the Term Index Rate to the Fixed Rate, or from the Fixed Rate to the Term Index Rate, as the case may be, to be effective on any interest payment date for the remainder of such Reset Period upon 30 days' notice to the Original Purchaser, subject to compliance with provisions of the Bond Agreement and the Continuing Covenant Agreement. The Borrower shall pay to

the Original Purchaser any applicable reduction fee as set forth in the Continuing Covenant Agreement.

Notwithstanding the foregoing, the interest rate on the Series A Bonds shall never exceed the Maximum Rate.

(b) <u>Definitions</u>. The following definitions are applicable to Section 2.03:

(i) "<u>Applicable Factor</u>" means the applicable factor determined from time to time by the Original Purchaser as shown on its internal pricing sheets for tax-exempt interest rates which are not bank-qualified pursuant to Section 265 of the Code.

(ii) "<u>Applicable Spread</u>" means (A) the applicable spread determined from time to time by the Original Purchaser based on the Original Purchaser's then-current underwriting standards <u>plus</u> (B) as it relates only to *Adjusted Daily Simple SOFR*, any applicable SOFR adjustment to be determined by Original Purchaser, and with credit committee oversight, including, without limitation, factors such as the current credit profile, market conditions, current and historical operating performance and the term of the interest rate to be selected by Borrower, and which Applicable Spread in the reasonable opinion of Bond Counsel will not adversely affect any exemption from federal income taxation to which the Series A Bonds would otherwise be entitled.

(iii) "<u>Cost of Funds</u>" means the cost of funds determined by the Original Purchaser as its internal cost of funds.

(iv) "<u>Daily Simple SOFR</u>" means, for any day, an interest rate per annum equal to the greater of (i) zero percent (0.0%) and (ii) SOFR for the day that is five SOFR Business Days prior to (A) if such day is a SOFR Business Day, such day, or (B) if such day is not a SOFR Business Day, the SOFR Business Day immediately preceding such day, reset as and when Daily Simple SOFR changes; provided that if SOFR is not published on such SOFR Business Day due to a holiday or other circumstance that Original Purchaser deems in its sole discretion to be temporary, the applicable SOFR rate shall be the SOFR rate last published prior to such SOFR Business Day. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to Borrower. Daily Simple SOFR shall be adjusted (as so adjusted, "Adjusted Daily Simple SOFR") for any reserve requirement and any subsequent costs arising from a change in government regulation.

(v) "<u>Fixed Rate</u>" means a fixed rate calculated pursuant to the following formula, multiplied by the Margin Rate Factor in the event of a change in the Tax Rate of the Original Purchaser:

[(Cost of Funds x Applicable Factor) + Applicable Spread]

(vi) "<u>Margin Rate Factor</u>" means initially, 1.0, and thereafter the greater of (i) 1.0, and (ii) the product of (a) one minus the Maximum Federal Corporate Tax Rate multiplied by (b) [1.26582]. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

(vii) "<u>Maximum Federal Corporate Tax Rate</u>" means the tax rate at which any United States corporation would be taxed for federal income tax purposes pursuant to the applicable provisions of the Code or any future United States internal revenue or similar laws applicable to such corporation, if its taxable income were in the highest tax bracket specified by the Code. As of the date hereof, the Maximum Federal Corporate Tax Rate is 21%.

(viii) "<u>Maximum Rate</u>" means twenty percent (20%) per annum.

(ix) "<u>Rate Adjustment Date</u>" means the date as of which the interest rate determined for a Term Index Rate shall be effective, which (i) for the SOFR Term Index Rate, shall be each SOFR Business Day, and (ii) for the SIFMA Term Index Rate, shall be the Thursday of each week (whether or not a Business Day), provided that such determination shall be made by not later than 4:00 p.m., New York time, on such Rate Adjustment Date.

(x) "<u>Reset Date</u>" means initially, August 1, 2026 and thereafter, the first Business Day of each Reset Period.

(xi) "<u>Reset Period</u>" means each period of three (3), five (5), or seven (7) years from each Reset Date, as selected by the Borrower, through the date immediately preceding the next Reset Date or the maturity date of the Bonds (as applicable).

(xii) "<u>SIFMA</u>" means the Securities Industry and Financial Markets Association (formerly known as The Bond Market Association and the Public Securities Association), and any successor organization.

(xiii) "<u>SIFMA Rate</u>" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Original Purchaser and effective from such date. In the event Municipal Market Data no longer produces an index satisfying the requirements of the preceding sentence, the SIFMA Rate (a/k/a, the "SIFMA Municipal Swap Index") shall be deemed to be the S&P Weekly High Grade Index, or if either such index is not available, such other similar national index as reasonably designated by the Original Purchaser.

(xiv) "<u>SIFMA Term Index Rate</u>" means that Term Index Rate which is calculated based on the SIFMA Rate.

(xv) "<u>SOFR</u>" means, with respect to any SOFR Business Day, a rate per annum equal to the secured overnight financing rate for such SOFR Business Day published by the SOFR Administrator on the SOFR Administrator's Website.

(xvi) "<u>SOFR Administrator</u>" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

(xvii) "<u>SOFR Administrator's Website</u>" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source

for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

(xviii) "<u>SOFR Business Day</u>" means any day (other than a Saturday or Sunday) on which banks generally are open in New York City, New York for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system except a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

(xix) "<u>SOFR Term Index Rate</u>" means that Term Index Rate which is calculated based on Adjusted Daily Simple SOFR.

(xx) "<u>Tax Rate of the Original Purchaser</u>" means initially, 21%, and thereafter means the tax rate at which the Original Purchaser, or any other bank that is the registered Bondowner, would be taxed for federal income tax purposes pursuant to the applicable provisions of the Code or any future United States internal revenue or similar laws applicable to such bank, if its taxable income were in the highest tax bracket specified by the Code.

(xxi) "<u>Term Index Rate</u>" means a variable rate for the applicable Reset Period and calculated, as of a Rate Adjustment Date, pursuant to one of the variable rate options below as selected by the Borrower, multiplied by the Margin Rate Factor in the event of a change in the Tax Rate of the Original Purchaser:

[(Adjusted Daily Simple SOFR x Applicable Factor) + Applicable Spread]

-or-

[SIFMA Rate + Applicable Spread]

(c) The Original Purchaser shall provide the Borrower and the Trustee with such information as to historical and current interest rates as the Borrower and the Trustee shall reasonably request from time to time.

(d) All determinations of the interest rate hereunder shall be final and conclusive absent manifest error.

(e) Interest on the Series A Bonds shall be payable on each Payment Date. Interest on the Series A Bond is computed on a 360-day year, actual days elapsed; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the Series A Bond is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Series A Bond.

(f) Principal payments on the Series A Bonds shall be payable as optional sinking fund redemptions as provided in the Continuing Covenant Agreement.

(g) Overdue principal and interest on the Series A Bonds shall (to the extent

legally enforceable) bear interest at the Default Rate. Any interest on any Series A Bond which is payable, but is not punctually paid or duly provided for, may be paid in any lawful manner, at the discretion of the Trustee.

3. <u>Amendment of Bonds</u>.

a. The Amended Series A Bonds shall be amended in the form attached hereto as <u>Exhibit A</u> and issued as a single bond certificate. The Amended Series A Bonds shall be executed in the manner set forth in Section 2.15 of the Bond Agreement and authenticated as provided in Section 2.16 of the Bond Agreement.

b. Upon execution of this Amendment, the Original Purchaser shall surrender the Series A Bonds and the Trustee shall deliver the duly executed and authenticated Amended Series A Bonds to the Original Purchaser.

4. <u>Terms of Bond Agreement Remain in Effect Except as Amended</u>. Except as specifically amended by this Amendment, the terms and provisions of the Bond Agreement and the Amended Series A Bonds issued pursuant thereto shall remain in full force and effect.

5. <u>Representations and Warranties of the Borrower</u>. The Borrower hereby represents and warrants that:

a. All of the representations and warranties made by the Borrower in the Bond Agreement are true and correct on the date of this Amendment;

b. No Default or Event of Default under the Bond Agreement has occurred and is continuing as of the date of this Amendment;

c. The making, execution and delivery of this Amendment and performance of and compliance with the terms of the Bond Agreement (as amended by this Amendment) have been duly authorized by the Borrower; and

d. The Borrower's consent, pursuant to Section 10.03 of the Bond Agreement, to the amendment of the Bond Agreement by this Amendment, is evidenced by the Borrower's execution of this Amendment.

6. <u>Representations and Warranties of the Original Purchaser</u>. The Original Purchaser hereby represents and warrants that:

a. Original Purchaser is the lawful holder of all (100%) of the Amended Series A Bonds issued pursuant to the Bond Agreement;

b. Original Purchaser hereby waives notice as required under Section 10.02 of the Bond Agreement;

c. Original Purchaser's making, execution and delivery of this Amendment has been duly authorized by all necessary action by Original Purchaser; and

d. Original Purchaser's consent, pursuant to Section 10.02 of the Bond Agreement, to the amendment of the Bond Agreement by this Amendment, is evidenced by the Original Purchaser's execution of this Amendment.

7. <u>Representations and Warranties of the Trustee</u>.

a. Trustee has accepted and hereby reaffirms acceptance of the powers and duties of the Trustee as set forth in Article VII of the Bond Agreement; and

b. Trustee's making, execution and delivery of this Amendment has been duly authorized by all necessary action by Trustee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to Bond Agreement to be executed all as of the date first above written.

VILLAGE OF SUSSEX, WISCONSIN

By:_____ Anthony J. LeDonne, Village President

By:_____ Jennifer Moore, Village Clerk

SUSSEX IM REAL ESTATE, LLC

By:			
Name:			
Title:			

U.S. BANK NATIONAL ASSOCATION, as Original Purchaser

By:		
Name:		
Title:		

U.S. BANK TRUST COMPANY, NATIONAL **ASSOCATION**, as Trustee

By:___

Maria Bui, Vice President

[Signature Page to Second Amendment to Bond Agreement] Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project)

EXHIBIT A

FORM OF AMENDED BOND

Husch Blackwell LLP DRAFT June 20July 6, 2023

FIRST <u>SECOND</u> AMENDMENT TO BOND AGREEMENT

This First Second Amendment to Bond Agreement (the "Amendment") is made and entered into as of August 1, 2023 by and among the VILLAGE OF SUSSEX, WISCONSIN (the "Issuer"), SUSSEX IM REAL ESTATE, LLC, a Wisconsin limited liability company (the "Borrower"), U.S. BANK NATIONAL ASSOCIATION, as original purchaser (the "Original Purchaser"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCATION, successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), in conjunction with the amendment of \$5,900,000 Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project) (the "Series A Bonds"). The Amendment relates only to the Series A Bonds.

Pursuant to a Notice of Full Optional Redemption dated June 16, 2023 relating to \$1,600,000 Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016B (Sussex IM, Inc. Project) (the "Series B Bonds") delivered by the Borrower to the Issuer and the Trustee, the Series B Bonds in the outstanding principal amount of [\$____] will be fully redeemed on August 1, 2023 and will no longer be outstanding on the date hereof.

RECITATIONS:

WHEREAS, the Series A Bonds were issued on July 13, 2016 pursuant to a Bond Agreement dated as of July 1, 2016-, as amended on September 22, 2020 pursuant to a First Amendment to Bond Agreement, by and among the Issuer, the Borrower, the Original Purchaser, and the Trustee (as amended, the "Bond Agreement");

WHEREAS, the Original Purchaser is the owner of 100% of the Series A Bonds, and the outstanding principal balance of the Series A Bonds as of the date of this Amendment is [\$_____];

WHEREAS, the Borrower and the Original Purchaser have agreed to modify certain of the terms and provisions of the Bond Agreement and the Series A Bonds;

WHEREAS, to give effect to such modifications, the Borrower and the Original Purchaser have requested that the Issuer amend the Bond Agreement pursuant to this Amendment and amend the Series A Bonds effective as of August 1, 2023 (the "Amended Series A Bonds"); and

WHEREAS, Section 10.02 of the Bond Agreement provides that the Bond Agreement may be amended with the consent of the Borrower and approved by requisite consent of the bondowners, and the Borrower and the Original Purchaser (as the sole bondowner under the Bond Agreement) have given such consent as evidenced by their respective signatures to this Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Bond Agreement as follows:

1. <u>Amendment to Section 2.03 of the Bond Agreement.</u>

Section 2.03 of the Bond Agreement is deleted in its entirety and replaced with the following:

"Section 2.03. Interest on the Series A Bonds.

(a) <u>Series A Bonds – Interest Rate</u>.

(i) <u>Series A Bonds – Interest Rate</u>. Commencing on August 1, 2023 through July 31, 2026, the Series A Bonds shall bear interest at <u>a the SIFMA Term Index Rate as calculated on each Rate Adjustment Date</u>, pursuant to the following variable rate equal toformula:Initial rate effective August 1, 2023:

[SIFMA Rate + Applicable Spread]

 $[_____ \% + 2.75\%] = [_____ \%]$

(ii) <u>Series A Bonds – Interest Rate Resets</u>. Commencing on August 1, 2026, and as reset on each Reset Date thereafter, the Series A Bonds shall bear interest at the Term Index Rate or the Fixed Rate for the duration of such Reset Period as selected by Borrower in writing and delivered to the Trustee not less than 30 days nor more than 60 days prior to the next succeeding Reset Date (provided that if no election is made by the Borrower during such notice period, then Borrower shall be deemed to have made an election at the Term Index Rate for such Reset Period).

(iii) <u>Series A Bonds - Interest Rate Conversion</u>. At the option of the Borrower, and with the consent of the Original Purchaser, the Series A Bonds may be converted from the Term Index Rate to the Fixed Rate, or from the Fixed Rate to the Term Index Rate, as the

case may be, to be effective on any interest payment date for the remainder of such Reset Period upon 30 days' notice to the Original Purchaser, subject to compliance with provisions of the Bond Agreement and the Continuing Covenant Agreement. The Borrower shall pay to the Original Purchaser any applicable reduction fee as set forth in the Continuing Covenant Agreement.

Notwithstanding the foregoing, the interest rate on the Series A Bonds shall never exceed the Maximum Rate.

(b) <u>Definitions</u>. The following definitions are applicable to Section 2.03:

(i) "<u>Applicable Factor</u>" means the applicable factor determined from time to time by the Original Purchaser as shown on its internal pricing sheets for tax-exempt interest rates which are not bank-qualified pursuant to Section 265 of the Code.

(ii) "<u>Applicable Spread</u>" means (A) the applicable spread determined from time to time by the Original Purchaser based on the Original Purchaser's then-current underwriting standards <u>plus</u> (B)[[] as it relates only to *Adjusted Daily Simple SOFR*, any applicable SOFR adjustment to be determined by Original Purchaser¹, and with credit committee oversight, including, without limitation, factors such as the current credit profile, market conditions, current and historical operating performance and the term of the interest rate to be selected by Borrower, and which Applicable Spread in the reasonable opinion of Bond Counsel will not adversely affect any exemption from federal income taxation to which the Series A Bonds would otherwise be entitled.

(iii) "<u>Cost of Funds</u>" means the cost of funds determined by the Original Purchaser as its internal cost of funds.

(iv) "<u>Daily Simple SOFR</u>" means, for any day, an interest rate per annum equal to the greater of (i) zero percent (0.0%) and (ii) SOFR for the day that is five SOFR Business Days prior to (A) if such day is a SOFR Business Day, such day, or (B) if such day is not a SOFR Business Day, the SOFR Business Day immediately preceding such day, reset as and when Daily Simple SOFR changes; provided that if SOFR is not published on such SOFR Business Day due to a holiday or other circumstance that Original Purchaser deems in its sole discretion to be temporary, the applicable SOFR rate shall be the SOFR rate last published prior to such SOFR Business Day. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to Borrower. Daily Simple SOFR shall be adjusted (as so adjusted, "Adjusted Daily Simple SOFR") for any reserve requirement and any subsequent costs arising from a change in government regulation.

(v) "<u>Fixed Rate</u>" means a fixed rate calculated pursuant to the following formula, multiplied by the Margin Rate Factor in the event of a change in the Tax Rate of the Original Purchaser:

[(Cost of Funds x Applicable Factor) + Applicable Spread]

(vi) "<u>Margin Rate Factor</u>" means initially, 1.0, and thereafter the greater of (i) 1.0, and (ii) the product of (a) one minus the Maximum Federal Corporate Tax Rate multiplied by (b) [_____126582]. The effective date of any change in the Margin Rate Factor shall be

the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

(vii) "<u>Maximum Federal Corporate Tax Rate</u>" means the tax rate at which the Borrower, or any other United States corporation, would be taxed for federal income tax purposes pursuant to the applicable provisions of the Code or any future United States internal revenue or similar laws applicable to such corporation, if its taxable income were in the highest tax bracket specified by the Code. As of the date hereof, the Maximum Federal Corporate Tax Rate is 21%.

(viii) "<u>Maximum Rate</u>" means twenty percent (20%) per annum.

(ix) "Rate Adjustment Date" means the date as of which the interest rate determined for a Term Index Rate shall be effective, which (i) for the SOFR Term Index Rate, shall be each SOFR Business Day, and (ii) for the SIFMA Term Index Rate, shall be the Thursday of each week (whether or not a Business Day), provided that such determination shall be made by not later than 4:00 p.m., New York time, on such Rate Adjustment Date.

(ix) ____(x) "<u>Reset Date</u>" means initially, August 1, 2026 and thereafter, the first Business Day of each Reset Period.

 $(\mathbf{x}(\mathbf{x}))$ "<u>Reset Period</u>" means each period of three (3), five (5), or seven (7) years from each Reset Date, as selected by the Borrower, through the date immediately preceding the next Reset Date or the maturity date of the Bonds (as applicable).

(xixii) "<u>SIFMA</u>" means the Securities Industry and Financial Markets Association (formerly known as The Bond Market Association and the Public Securities Association), and any successor organization.

(xiixiii) "SIFMA Rate" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Bank Original Purchaser and effective from such date. In the event Municipal Market Data no longer produces an index satisfying the requirements of the preceding sentence, the SIFMA Rate (a/k/a, the "SIFMA Municipal Swap Index") shall be deemed to be the S&P Weekly High Grade Index, or if either such index is not available, such other similar national index as reasonably designated by the Original Purchaser.

(xiv) "SIFMA Term Index Rate" means that Term Index Rate which is calculated based on the SIFMA Rate.

(xiii(xv) "SOFR" means, with respect to any SOFR Business Day, a rate per annum equal to the secured overnight financing rate for such SOFR Business Day published by the SOFR Administrator on the SOFR Administrator's Website.

(xiv(xvi) "SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

(xv(xvii) "SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

(xvixviii) "SOFR Business Day" means any day (other than a Saturday or Sunday) on which banks generally are open in New York City, New York for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system except a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

(xix) "SOFR Term Index Rate" means that Term Index Rate which is calculated based on Adjusted Daily Simple SOFR.

(xvii(xx) "<u>Tax Rate of the Original Purchaser</u>" means initially, 21%, and thereafter means the tax rate at which the Original Purchaser, or any other bank that is the registered Bondowner, would be taxed for federal income tax purposes pursuant to the applicable provisions of the Code or any future United States internal revenue or similar laws applicable to such bank, if its taxable income were in the highest tax bracket specified by the Code.

(xviiixxi) "<u>Term Index Rate</u>" means a variable rate for the applicable Reset Period and calculated-<u>, as of a Rate Adjustment Date</u>, pursuant to one of the variable rate options below[as selected by the Borrower], multiplied by the Margin Rate Factor in the event of a change in the Tax Rate of the Original Purchaser:

[(Adjusted Daily Simple SOFR x Applicable Factor) + Applicable Spread]

-or-

[SIFMA Rate + Applicable Spread]

(c) The Original Purchaser shall provide the Borrower and the Trustee with such information as to historical and current interest rates as the Borrower and the Trustee shall reasonably request from time to time.

(d) All determinations of the interest rate hereunder shall be final and conclusive absent manifest error.

(e) Interest on the Series A Bonds shall be payable on each Payment Date. Interest on the Series A Bond is computed on a 360-day year, actual days elapsed; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the Series A Bond is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Series A Bond. (f) Principal payments on the Series A Bonds shall be payable as optional sinking fund redemptions as provided in the Continuing Covenant Agreement.

(g) Overdue principal and interest on the Series A Bonds shall (to the extent legally enforceable) bear interest at the Default Rate. Any interest on any Series A Bond which is payable, but is not punctually paid or duly provided for, may be paid in any lawful manner, at the discretion of the Trustee.

3. <u>Amendment of Bonds</u>.

a. The Amended Series A Bonds shall be amended in the form attached hereto as <u>Exhibit A</u> and issued as a single bond certificate. The Amended Series A Bonds shall be executed in the manner set forth in Section 2.15 of the Bond Agreement and authenticated as provided in Section 2.16 of the Bond Agreement.

b. Upon execution of this Amendment, the Original Purchaser shall surrender the Series A Bonds and the Trustee shall deliver the duly executed and authenticated Amended Series A Bonds to the Original Purchaser.

4. <u>Terms of Bond Agreement Remain in Effect Except as Amended.</u> Except as specifically amended by this Amendment, the terms and provisions of the Bond Agreement and the Amended Series A Bonds issued pursuant thereto shall remain in full force and effect.

5. <u>Representations and Warranties of the Borrower</u>. The Borrower hereby represents and warrants that:

a. All of the representations and warranties made by the Borrower in the Bond Agreement are true and correct on the date of this Amendment;

b. No Default or Event of Default under the Bond Agreement has occurred and is continuing as of the date of this Amendment;

c. The making, execution and delivery of this Amendment and performance of and compliance with the terms of the Bond Agreement (as amended by this Amendment) have been duly authorized by the Borrower; and

d. The Borrower's consent, pursuant to Section 10.03 of the Bond Agreement, to the amendment of the Bond Agreement by this Amendment, is evidenced by the Borrower's execution of this Amendment.

6. <u>Representations and Warranties of the Original Purchaser</u>. The Original Purchaser hereby represents and warrants that:

a. Original Purchaser is the lawful holder of all (100%) of the Amended Series A Bonds issued pursuant to the Bond Agreement;

b. Original Purchaser hereby waives notice as required under Section 10.02 of the Bond Agreement;

c. Original Purchaser's making, execution and delivery of this Amendment has been duly authorized by all necessary action by Original Purchaser; and

d. Original Purchaser's consent, pursuant to Section 10.02 of the Bond Agreement, to the amendment of the Bond Agreement by this Amendment, is evidenced by the Original Purchaser's execution of this Amendment.

7. <u>Representations and Warranties of the Trustee</u>.

a. Trustee has accepted and hereby reaffirms acceptance of the powers and duties of the Trustee as set forth in Article VII of the Bond Agreement; and

b. Trustee's making, execution and delivery of this Amendment has been duly authorized by all necessary action by Trustee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this First-Second Amendment to Bond Agreement to be executed all as of the date first above written.

VILLAGE OF SUSSEX, WISCONSIN

By:_____Anthony J. LeDonne, Village President

By:_____ Jennifer Moore, Village Clerk

SUSSEX IM REAL ESTATE, LLC

By:		
Name:		
Title:		

U.S. BANK NATIONAL ASSOCATION, as Original Purchaser

By:		
Name:		
Title:		

U.S. BANK TRUST COMPANY, NATIONAL **ASSOCATION**, as Trustee

By:___

Maria Bui, Vice President

[Signature Page to First Second Amendment to Bond Agreement] Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project)

EXHIBIT A

FORM OF AMENDED BOND

Summary Report		
Title	compareDocs Comparison Results	
Date & Time	7/6/2023 4:07:21 PM	
Comparison Time	0.80 seconds	
compareDocs version	v5.1.400.10	

Sources			
Original Document	[#4875-4504-0238] [v1] FOR COMPARE First Amendment to Bond Agreement (2016A		
	Bonds) - Sussex IM 2023 (002).docx		
Modified Document	[#4854-0928-8810] [v2] Second Amendment to Bond Agreement (2016A Bonds) -		
	Sussex IM 2023.docx		

Comparison Statistics		Word Rendering Set Markup Options		
Insertions	13	Name	Standard	
Deletions	16	<u>Insertions</u>		
Changes	22	Deletions		
Moves	0	Moves / Moves		
Font Changes	0	Font Changes	Font Changes	
Paragraph Style Changes	0	Paragraph Style Changes		
Character Style Changes	0	Character Style Changes		
TOTAL CHANGES	51	Inserted cells		
		Deleted cells		
		Merged cells		
		Changed lines	Mark left border.	

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	Redline
Character Level	Word	False
Include Comments	Word	True
Include Field Codes	Word	True
Flatten Field Codes	Word	False
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	True
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print

REGISTERED NO. 5 (Amended) UNITED STATES OF AMERICA STATE OF WISCONSIN REGISTERED

VILLAGE OF SUSSEX, WISCONSIN INDUSTRIAL DEVELOPMENT REVENUE BOND, SERIES 2016A (SUSSEX IM, INC. PROJECT)

Maturity Date	Date of Amendment	Original Issue Date
July 1, 2046	August 1, 2023	July 13, 2016
REGISTERED OWNER:	U.S. BANK NATIONAL ASSOC	IATION
ORIGINAL PRINCIPAL AMOUNT (on Original Issue Date):	FIVE MILLION NINE HUNDR NO/100 DOLLARS (\$5,900,000)	ED THOUSAND AND
REMAINING PRINCIPAL AMOUNT (on August 1, 2023):	[] DOLLARS ([\$]])

NOTICE: THIS SERIES A BOND HAS BEEN AMENDED

Pursuant to a Second Amendment to Bond Agreement (the "<u>Amendment</u>") dated August 1, 2023, among the Village of Sussex, Wisconsin (the "<u>Issuer</u>"), Sussex IM Real Estate, LLC, a Wisconsin limited liability company (the "<u>Borrower</u>"), U.S. Bank National Association, as the current registered holder (the "<u>Original Purchaser</u>"), and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as trustee (the "<u>Trustee</u>"), certain of the terms and provisions of the Bond Agreement (hereinafter defined) and this Series A Bond have been amended. All of the terms and provisions of the Bond Agreement and this Series A Bond hereinafter recited are hereby deemed to be amended as of August 1, 2023, to the extent and effect provided by the Amendment. As of August 1, 2023, the aggregate outstanding principal balance of the Series A Bond is [\$_____]. The Series B Bonds were fully redeemed on August 1, 2023, and the Amendment only relates to the outstanding Series A Bonds.

KNOW ALL MEN BY THESE PRESENTS that the Village of Sussex, Wisconsin, a municipal corporation organized under the laws of the State of Wisconsin, as Issuer, for value received, promises to pay, but solely from the source and as hereinafter provided and not otherwise, to the above-named registered owner, or registered assigns principal and interest hereon as provided below. Capitalized terms used herein but not defined herein shall have such meanings as set forth in

the Bond Agreement dated as of July 1, 2016, as amended on September 22, 2020 pursuant to a First Amendment to Bond Agreement, and further amended on August 1, 2023 pursuant to a Second Amendment to Bond Agreement (as amended, the "Bond Agreement") among the Issuer, the Borrower, the Original Purchaser, and the Trustee relating to the issuance of the Series A Bonds in the original aggregate principal amount of \$5,900,000 (of which [\$____] is the principal amount outstanding on August 1, 2023) (the "Series A Bonds").

- 1. <u>Maturity; Repayment of Principal</u>.
 - (a) <u>Maturity Date</u>.

The Series A Bonds shall mature on July 1, 2046, and there shall be full and final payment of unpaid principal and interest on the Series A Bonds on such maturity date.

(b) <u>Repayment of Principal</u>.

The Series A Bonds are limited to \$5,900,000 in authorized original aggregate principal amount (of which [\$____] is the principal amount outstanding on August 1, 2023) and shall be issued initially in the form of one registered instrument (the "Series A Bond"). Principal of the Series A Bonds shall be paid by the Issuer solely from payments to be made by the Borrower, pursuant to optional sinking fund redemptions in such amounts and on such dates as set forth in the Continuing Covenant Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, the payment of principal, premium or prepayment penalty, if any, and interest on the Series A Bonds shall be payable by the Borrower to the Original Purchaser in the manner agreed to in writing by the Borrower and the Original Purchaser and acknowledged by the Trustee, including but not limited to, payments made by the Borrower directly to the Original Purchaser as set forth in Section 2.19 of the Bond Agreement. The Project financed with the Bonds is complete.

Payments of principal in excess of the scheduled installments set forth herein and related payments of premium shall be credited against scheduled installments in inverse order with respect to the Series A Bonds.

2. <u>Interest on the Series A Bonds.</u>

(a) <u>Series A Bonds – Interest Rate</u>. Commencing on August 1, 2023 through July 31, 2026, the Series A Bonds shall bear interest at the SIFMA Term Index Rate as calculated on each Rate Adjustment Date, pursuant to the following variable rate formula:

[SIFMA Rate + Applicable Spread]

(b) <u>Series A Bonds – Interest Rate Resets</u>. Commencing on August 1, 2026, and as reset on each Reset Date thereafter, the Series A Bonds shall bear interest at the Term Index Rate or the Fixed Rate for the duration of such Reset Period as selected by Borrower in writing and delivered to the Trustee not less than 30 days nor more than 60 days prior to the next succeeding Reset Date (provided that if no election is made by the Borrower during such notice period, then Borrower shall be deemed to have made an election at the Term Index Rate for such Reset Period).

(c) <u>Series A Bonds - Interest Rate Conversion</u>. At the option of the Borrower, and with the consent of the Original Purchaser, the Series A Bonds may be converted from the Term Index

Rate to the Fixed Rate, or from the Fixed Rate to the Term Index Rate, as the case may be, to be effective on any interest payment date for the remainder of such Reset Period upon 30 days' notice to the Original Purchaser, subject to compliance with provisions of the Bond Agreement and the Continuing Covenant Agreement. The Borrower shall pay to the Original Purchaser any applicable reduction fee as set forth in the Continuing Covenant Agreement.

Notwithstanding the foregoing, the interest rate on the Series A Bonds shall never exceed the Maximum Rate.

(d) <u>Definitions</u>. The following definitions are applicable to Section 2:

(i) "<u>Applicable Factor</u>" means the applicable factor determined from time to time by the Original Purchaser as shown on its internal pricing sheets for tax-exempt interest rates which are not bank-qualified pursuant to Section 265 of the Code.

(ii) "<u>Applicable Spread</u>" means (A) the applicable spread determined from time to time by the Original Purchaser based on the Original Purchaser's then-current underwriting standards <u>plus</u> (B) as it relates only to *Adjusted Daily Simple SOFR*, any applicable SOFR adjustment to be determined by Original Purchaser, and with credit committee oversight, including, without limitation, factors such as the current credit profile, market conditions, current and historical operating performance and the term of the interest rate to be selected by Borrower, and which Applicable Spread in the reasonable opinion of Bond Counsel will not adversely affect any exemption from federal income taxation to which the Series A Bonds would otherwise be entitled.

(iii) "<u>Cost of Funds</u>" means the cost of funds determined by the Original Purchaser as its internal cost of funds.

(iv) "<u>Daily Simple SOFR</u>" means, for any day, an interest rate per annum equal to the greater of (i) zero percent (0.0%) and (ii) SOFR for the day that is five SOFR Business Days prior to (A) if such day is a SOFR Business Day, such day, or (B) if such day is not a SOFR Business Day, the SOFR Business Day immediately preceding such day, reset as and when Daily Simple SOFR changes; provided that if SOFR is not published on such SOFR Business Day due to a holiday or other circumstance that Original Purchaser deems in its sole discretion to be temporary, the applicable SOFR rate shall be the SOFR rate last published prior to such SOFR Business Day. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to Borrower. *Daily Simple SOFR shall be adjusted (as so adjusted, "Adjusted Daily Simple SOFR") for any reserve requirement and any subsequent costs arising from a change in government regulation.*

(v) "<u>Fixed Rate</u>" means a fixed rate calculated pursuant to the following formula, multiplied by the Margin Rate Factor in the event of a change in the Tax Rate of the Original Purchaser:

[(Cost of Funds x Applicable Factor) + Applicable Spread]

(vi) "<u>Margin Rate Factor</u>" means initially, 1.0, and thereafter the greater of (i) 1.0, and (ii) the product of (a) one minus the Maximum Federal Corporate Tax Rate multiplied by (b) [1.26582]. The effective date of any change in the Margin Rate Factor shall be the effective date of

the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

(vii) "<u>Maximum Federal Corporate Tax Rate</u>" means the tax rate at which any United States corporation would be taxed for federal income tax purposes pursuant to the applicable provisions of the Code or any future United States internal revenue or similar laws applicable to such corporation, if its taxable income were in the highest tax bracket specified by the Code. As of the date hereof, the Maximum Federal Corporate Tax Rate is 21%.

(viii) "Maximum Rate" means twenty percent (20%) per annum.

(ix) "<u>Rate Adjustment Date</u>" means the date as of which the interest rate determined for a Term Index Rate shall be effective, which (i) for the SOFR Term Index Rate, shall be each SOFR Business Day, and (ii) for the SIFMA Term Index Rate, shall be the Thursday of each week (whether or not a Business Day), provided that such determination shall be made by not later than 4:00 p.m., New York time, on such Rate Adjustment Date.

(x) "<u>Reset Date</u>" means initially, August 1, 2026 and thereafter, the first Business Day of each Reset Period.

(xi) "<u>Reset Period</u>" means each period of three (3), five (5), or seven (7) years from each Reset Date, as selected by the Borrower, through the date immediately preceding the next Reset Date or the maturity date of the Bonds (as applicable).

(xii) "<u>SIFMA</u>" means the Securities Industry and Financial Markets Association (formerly known as The Bond Market Association and the Public Securities Association), and any successor organization.

(xiii) "<u>SIFMA Rate</u>" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Original Purchaser and effective from such date. In the event Municipal Market Data no longer produces an index satisfying the requirements of the preceding sentence, the SIFMA Rate (a/k/a, the "SIFMA Municipal Swap Index") shall be deemed to be the S&P Weekly High Grade Index, or if either such index is not available, such other similar national index as reasonably designated by the Original Purchaser.

(xiv) "<u>SIFMA Term Index Rate</u>" means that Term Index Rate which is calculated based on the SIFMA Rate.

(xv) "<u>SOFR</u>" means, with respect to any SOFR Business Day, a rate per annum equal to the secured overnight financing rate for such SOFR Business Day published by the SOFR Administrator on the SOFR Administrator's Website.

(xvi) "<u>SOFR Administrator</u>" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

(xvii) "<u>SOFR Administrator's Website</u>" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

(xviii) "<u>SOFR Business Day</u>" means any day (other than a Saturday or Sunday) on which banks generally are open in New York City, New York for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system except a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

(xix) "<u>SOFR Term Index Rate</u>" means that Term Index Rate which is calculated based on Adjusted Daily Simple SOFR.

(xx) "<u>Tax Rate of the Original Purchaser</u>" means initially, 21%, and thereafter means the tax rate at which the Original Purchaser, or any other bank that is the registered Bondowner, would be taxed for federal income tax purposes pursuant to the applicable provisions of the Code or any future United States internal revenue or similar laws applicable to such bank, if its taxable income were in the highest tax bracket specified by the Code.

(xxi) "<u>Term Index Rate</u>" means a variable rate for the applicable Reset Period and calculated, as of a Rate Adjustment Date, pursuant to one of the variable rate options below as selected by the Borrower, multiplied by the Margin Rate Factor in the event of a change in the Tax Rate of the Original Purchaser:

[(Adjusted Daily Simple SOFR x Applicable Factor) + Applicable Spread]

-or-

[SIFMA Rate + Applicable Spread]

(e) The Original Purchaser shall provide the Borrower and the Trustee with such information as to historical and current interest rates as the Borrower and the Trustee shall reasonably request from time to time.

(f) All determinations of the interest rate hereunder shall be final and conclusive absent manifest error.

(g) Interest on the Series A Bonds shall be payable on each Payment Date. Interest on the Series A Bond is computed on a 360-day year, actual days elapsed; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the Series A Bond is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Series A Bond.

(h) Principal payments on the Series A Bonds shall be payable as optional sinking fund redemptions as provided in the Continuing Covenant Agreement.

(i) Overdue principal and interest on the Series A Bonds shall (to the extent legally enforceable) bear interest at the Default Rate. Any interest on any Series A Bond which is payable, but is not punctually paid or duly provided for, may be paid in any lawful manner, at the discretion of the Trustee. All unpaid principal and interest on the Series A Bonds shall be paid on July 1, 2046.

Authority. This Series A Bond has been issued pursuant to and in full compliance 3. with the Constitution and laws of the State of Wisconsin, particularly Section 66.1103 of the Wisconsin Statutes, as amended from time to time, and by authority of resolutions adopted by the Issuer's governing body in connection with a project and activity undertaken pursuant to said section of the Wisconsin Statutes. THE SERIES A BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE AS HEREINAFTER PROVIDED, AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION. THE SERIES A BONDS DO NOT CONSTITUTE OR GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF OR IMPOSE PECUNIARY LIABILITY UPON THE ISSUER, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES A BONDS IS PAYABLE BY THE ISSUER SOLELY FROM "PLEDGED REVENUES" AS DEFINED IN THE BOND AGREEMENT (DESCRIBED BELOW), INCLUDING ALL PAYMENTS BY THE BORROWER UNDER THE BOND AGREEMENT. THE SERIES A BONDS ARE A SPECIAL, LIMITED OBLIGATION OF THE ISSUER AND NEITHER THE ISSUER NOR ANY OF ITS OFFICIALS, OFFICERS, EMPLOYEES, VILLAGE BOARD MEMBERS OR AGENTS SHALL HAVE ANY MONETARY LIABILITY ARISING OUT OF THE OBLIGATIONS OF THE ISSUER HEREUNDER OR IN ANY CONNECTION WITH ANY COVENANT, REPRESENTATION OR WARRANTY MADE BY THE ISSUER HEREIN AND NEITHER THE ISSUER NOR ITS OFFICIALS, OFFICERS, EMPLOYEES, VILLAGE BOARD MEMBERS OR AGENTS SHALL BE OBLIGATED TO PAY ANY AMOUNTS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OTHER THAN FROM PLEDGED REVENUES OR OTHER MONIES RECEIVED FROM THE BORROWER.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Series A Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Bond Agreement contained, against any past, present or future Village Board member, officer, agent or employee of the Issuer, or any incorporator, Village Board member, officer, employee, director or trustee of any successor body, as such, either directly or through the Issuer or any successor body, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, Village Board member, officer, employee, director, agent or trustee, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Bond Agreement and the issuance of any of the Series A Bonds.

The Series A Bond is a duly authorized issue of bonds of the Issuer, the proceeds of which were used to finance the Project. The Bonds are limited in aggregate principal amount to \$7,500,000, issued as two series of bonds, and authorized to be issued for the purpose of providing financing to the Borrower. The Series B Bonds were fully redeemed on August 1, 2023, and the Series A Bonds are outstanding in the principal amount of [\$____] as of August 1, 2023.

The Series A Bonds were issued under and are equally and ratably secured with the Series B Bonds, and entitled to the protection and benefits given by, and the financing is accomplished under the terms of, the Bond Agreement dated as of July 1, 2016, as amended on September 22, 2020 and August 1, 2023, by and among the Issuer, the Borrower, the Trustee and the Original Purchaser. The proceeds of the Bonds were used to finance a project consisting of the (i) acquisition of land described as Lot 1, Certified Survey Map No. 7957 located at Highway K and east of Highway 164 in the Village of Sussex, Wisconsin (the "Project Site"), (ii) construction of an approximately 145,000 square foot facility (the "Facility") at the Project Site to be completed in multiple phases and operated by Sussex IM, Inc. to manufacture plastic injection molded parts, (iii) acquisition and installation of equipment at the Facility, and (iv) payment of certain professional costs and costs of issuance (collectively, the "Project"), which Bond Agreement provides for principal and interest payments sufficient to provide the Issuer with revenues to pay when due the principal of and interest on the Series A Bonds. All of the Issuer's right, title and interest in and to the Bond Agreement (except for Unassigned Rights) has been pledged and assigned to the Trustee as security for the payment of the Series A Bonds.

4. Occurrence of a Determination of Taxability. The Series A Bonds shall bear interest, payable on the first Payment Date after the occurrence of a Determination of Taxability with respect to all prior periods, computed at the rate set forth in this Section (the "Taxable Interest") (on a 360-day year, actual days elapsed basis) on the outstanding principal amount of the Series A Bonds (as reduced from time to time) from the date of the Event of Taxability, less any interest already paid, from the date of the Event of Taxability to such Payment Date. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Series A Bond for Taxable Interest. Thereafter, the Series A Bonds Shall bear Taxable Interest as defined in this Section and as provided in this Section on the Bonds Outstanding on each Payment Date. Except for Taxable Interest allocable to the period between the Event of Taxability and the Payment Date immediately succeeding the Determination of Taxability (which interest shall be payable on such Payment Date immediately succeeding the Determination of Taxability), Taxable Interest payable under this Section shall be payable with respect to the same period, at the same time and in the same manner as interest payments regularly paid pursuant to the Bond Agreement.

Taxable Interest payable on the Series A Bonds for purposes of this Section shall automatically be adjusted to a rate, as determined by the Original Purchaser in its sole and absolute reasonable discretion, equal to the Original Purchaser's standard fixed rate taxable obligation for the remaining number of full bond years remaining until the Maturity Date at the same Applicable Spread over the Original Purchaser's cost of funds as the Applicable Spread at the time of issuance. Such increased rate is to be effective, retroactively, as applicable, as of the date of the Determination of Taxability. The Borrower shall also pay to the Bondowners (and any former Bondowners holding Series A Bonds during any period subsequent to an Event of Taxability) as additional interest, the amount of penalties, additions to tax (exclusive of any taxes imposed under Section 11 or any successor provision of the Code) or interest assessed against the Bondowners (and former Bondowners) on account of a Determination of Taxability. Taxable Interest to be paid pursuant to this Section for the period between the Event of Taxability and the Payment Date immediately succeeding the Determination of Taxability shall be paid immediately following the Determination of Taxability in the same manner as interest is paid to Bondowners in accordance with the Bond Agreement.

Any Bondowner shall have the right, but not the obligation, to arrange for the contest of an allegation that an Event of Taxability has occurred, by appropriate legal proceedings. In the event no Bondowner shall contest the Event of Taxability, the Borrower shall have the option but not the obligation to do so. If (i) the Borrower shall have made any additional payments to a Bondowner or former Bondowner by reason of an Event of Taxability pursuant to this Section, and (ii) it shall be successfully claimed for the taxable year in question that the interest on the Series A Bonds for such taxable year is excluded from the Bondowner's or former Bondowner's taxable income for federal income tax purposes (for this purpose a claim shall be deemed successful only upon the occurrence of a "determination," as defined in Section 1313(a) or any successor provision of the Code) or, if the Bondowner or former Bondowner shall not have included such interest in the Bondowner's or former Bondowner's taxable income for federal income tax purposes upon expiration of the statute of limitations provided by Section 6501 or any successor provision of the Code with respect to such taxable year, then the Bondowner or former Bondowner (as the case may be) shall pay to the Borrower the amount of any such additional payments which had been made by the Borrower to the Bondowner or former Bondowner, less any actual expenses incurred by such Bondowner or former Bondowner as a result of the alleged Event of Taxability. Upon successful challenge of an Event of Taxability, the interest rate on the Series A Bonds shall return to the interest rate ordinarily payable hereunder as if no Event of Taxability had ever been alleged.

5. <u>Prepayment of Series A Bonds</u>. No Series A Bond may be called for redemption prior to its stated maturity except as provided in paragraphs 6, 7 and 8 herein; provided, however, that nothing herein shall be deemed to limit the right of acceleration of Series A Bond maturities upon the occurrence of a Bond Default.

6. <u>Optional Prepayment</u>. (a) The Series A Bonds may be prepaid at any time, at the option of the Borrower, at par plus accrued interest to the Redemption Date at such time and with any applicable prepayment fee as set forth in the Continuing Covenant Agreement.

(b) The Series A Bonds are subject to redemption prior to maturity upon receipt by the Trustee of a written request from the Borrower stating that it intends to prepay the Series A Loan upon notice provided to the Trustee not less than 45 days prior to the Redemption Date. The notice of optional redemption to be delivered by the Borrower shall describe whether and the conditions under which the call for redemption may be revoked.

(c) Notwithstanding the foregoing, the Borrower is not required to provide notice of redemption pursuant to Section 2.10 of the Bond Agreement to effect optional sinking fund redemptions as required by Section 6.16(c) of the Continuing Covenant Agreement.

7. <u>Optional Redemption of Series A Bonds Upon Occurrence of Certain Extraordinary</u> <u>Events</u>. The Series A Bonds shall be subject to redemption, in whole or in part, at par plus accrued interest to the Redemption Date at the option of the Borrower, or the Bondowners by Requisite Consent, upon the occurrence of certain extraordinary events as described in this Section 7. If the Project is affected as set forth below, each shall have an independent option to have the Loan repaid in whole out of Net Proceeds of an insurance or condemnation award relating to destruction or damage or condemnation of all or any part of the Project, and to direct the Issuer either (i) to call for redemption and prepayment of all the Outstanding Bonds, or (ii) to call for redemption and prepayment that amount of Outstanding Bonds attributable to debt incurred for the Project as determined by the Trustee, if: (a) The Project shall have been damaged or destroyed to such extent that, in the opinion of the Borrower expressed in a Borrower's Certificate, or in the written opinion of an independent architect acceptable to the Trustee and, if the Original Purchaser then owns any of the Series A Bonds, the Original Purchaser, filed with the Trustee and the Original Purchaser, following such damage or destruction (i) the completion of the Project will be delayed for at least six months, (ii) it is not practicable or desirable to rebuild, repair or restore the Project within a period of six consecutive months following such damage or destruction, or (iii) Sussex IM, Inc., as tenant, is or will be thereby prevented from carrying on its normal operations for a period of at least six consecutive months;

(b) Title to or the temporary use of all or substantially all of the Project shall have been taken under the exercise of the power of eminent domain by any Government Authority to such extent that, in the opinion of the Borrower expressed in a Borrower's Certificate, or in the written opinion of an independent architect acceptable to the Trustee and, if the Original Purchaser then owns any of the Series A Bonds, the Original Purchaser (i) the completion of the Project will be delayed for at least six months, or (ii) Sussex IM, Inc., as tenant, is or will be thereby prevented from carrying on its normal operations at the Project Site for a period of at least six consecutive months;

(c) Any court or administrative body of competent jurisdiction shall enter a final judgment, and not subject to appeal, order or decree requiring Sussex IM, Inc., as tenant, to cease all or any substantial part of its operations at the Project Site to such extent that, in the opinion of the Borrower expressed in a Borrower's Certificate, or in the written opinion of Counsel, who is also acceptable to the Original Purchaser if the Original Purchaser then owns any of the Series A Bonds, filed with the Issuer and the Trustee, that Sussex IM, Inc., as tenant, is or will be thereby prevented from carrying on its normal operations at the Project Site for a period of at least six consecutive months;

(d) As a result of any changes in the Constitution of Wisconsin or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal), the Bond Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed herein, or unreasonable burdens or excessive liabilities shall have been imposed on the Issuer or the Borrower including, without limitation, federal, state or other ad valorem, property, income or other taxes not being imposed on the date hereof; or

(e) If it shall be discovered that the Borrower's title to the Project shall be materially defective, and the Borrower's title to the Project shall be lost by reason of such defect.

In any such case, the Borrower or Bondowners shall, to exercise their respective option hereunder, give notice to the Issuer, the Trustee and the Bondowners or the Borrower, as the case may be, in writing of its or their intent to exercise this option and specifying the proposed Redemption Date, within thirty (30) days following discovery of the event by the party determining to exercise its option hereunder. The exercise of either party of its option to redeem the Series A Bonds shall be binding on all parties hereto. Within sixty (60) days after the giving of notice as set forth above, the Borrower shall deposit with the Trustee a sum sufficient, together with other funds held by the Trustee and available for such purpose (i) to redeem the Series A Bonds, in whole or in part, as applicable at a redemption price equal to the principal amount thereof, (ii) to pay the interest which will become due on such Series A Bonds to and including the Redemption Date, and (iii) to pay all expenses of the Issuer and the Trustee accrued and to accrue through the Redemption Date.

If the Borrower shall have received proceeds of an insurance or condemnation award relating to destruction or damage or condemnation of all or any part of the Project (exclusive of proceeds of business interruption insurance), and such net proceeds exceed the amount necessary to rebuild, repair or restore the Facility, the Borrower agrees to direct the Issuer to call for redemption and prepayment of Outstanding Bonds equal to the amount of such resulting excess net proceeds.

8. <u>Mandatory Redemption at Option of Original Purchaser</u>. The Series A Bonds shall be subject to mandatory redemption, in whole, but not in part, at the option of the Original Purchaser, so long as the Original Purchaser owns all of the Outstanding Bonds on any Put Date. The Original Purchaser shall give prior written notice to the Borrower and the Trustee of such mandatory redemption by not less than one hundred eighty (180) days prior to such Put Date. The redemption price in such event shall be 100% of the principal amount of the Series A Bonds so redeemed, plus all accrued interest to the Put Date. In the event that the Original Purchaser has exercised its right under this Section to cause a mandatory redemption of the Series A Bonds on a Put Date and the Borrower has secured a purchaser for the Series A Bonds on such Put Date, the Borrower may elect to have the redemption treated as a mandatory tender and the Series A Bonds shall be purchased at a purchase price equal to 100% of the principal amount of the Series A Bonds so purchased, plus all accrued interest to the Put Date, and upon payment of such purchase price to the Original Purchaser, the Series A Bonds shall be treated as tendered and purchased rather than redeemed.

9. <u>Notice and Effect of Redemption</u>. Except for optional redemption of the Series A Bonds pursuant to the Continuing Covenant Agreement, notice of the call for any redemption of Series A Bonds prior to maturity shall be given by the Trustee by mailing a copy of the redemption notice by first-class mail not less than 30 days nor more than 60 days prior to the Redemption Date to the Bondowner of each Series A Bond to be redeemed at the address shown on the Bond Register; provided, however, that failure to give any such notice as aforesaid or any defect therein with respect to any particular Series A Bond shall not affect the validity of any proceedings for the redemption of any other Series A Bond.

Each redemption notice shall (i) identify the particular Series A Bonds or portions thereof to be redeemed (including, at a minimum, certificate numbers and called amount for each certificate (for partial calls), Redemption Date, Trustee, date of issue, maturity date, and other descriptive information, if any, that accurately identifies the particular Series A Bonds called for redemption), (ii) identify the provisions of the Bond Agreement pursuant to which the Series A Bonds are being redeemed, (iii) identify the place of payment, (iv) state the applicable redemption price, including the premium, if any, (v) state that interest on the Series A Bonds or portions thereof thus called for redemption will cease to accrue from and after the Redemption Date specified therein, and (vi) state that the notice of redemption may be rescinded by the Borrower and the Trustee.

If pursuant to the Bond Agreement the Trustee shall hold funds in the form of cash or Government Obligations which are available and will be sufficient in amount to pay the principal of and premium, if any, on the Series A Bonds or portions thereof thus called for redemption and to pay the interest thereon to the Redemption Date, such Series A Bonds or portions thereof shall cease to bear interest from and after the Redemption Date in question.

10. Other Provisions. Except as provided in the Bond Agreement, the owners of the Series A Bonds shall have no right to enforce the provisions of the Bond Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto. In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of all Series A Bonds issued under the Bond Agreement and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued therein. Amendments, supplements, modifications and alterations of the Bond Agreement may be made only to the extent and in the circumstances permitted by the Bond Agreement.

This Series A Bond may be transferred in whole or in part and may be transferred only in compliance with existing state and federal securities laws, and only by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon presentation and surrender of this Series A Bond together with said executed form of assignment at the principal corporate trust office of the Trustee, the Trustee shall register the transfer of this Series A Bond in the bond register maintained by the Trustee; provided, however, that the Trustee shall have no obligation to register the transfer unless the executed assignment shall be satisfactory to it in form and substance. Upon registration of the transfer of this Series A Bond, the Trustee shall cancel this Series A Bonds of authorized denominations of the same maturity and interest rate and in the same aggregate outstanding principal amount as this Series A Bond. The Issuer and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest due hereon and for all other purposes, and neither the Issuer, nor the Trustee nor any alternate paying agent shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Bond Agreement and the issuance of this Series A Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Series A Bond and the issue of which it forms a part has been duly authorized by the Issuer and does not exceed or violate any constitutional or statutory limitation. This Series A Bond is issued with the intent that the laws of the State of Wisconsin will govern its construction. This Series A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Agreement until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series A Bond to be executed in its name by the signatures of its Village President and Village Clerk, and its corporate seal to be hereunto impressed.

VILLAGE OF SUSSEX, WISCONSIN

[SEAL]

Anthony J. LeDonne, Village President

By:___

By:_____ Jennifer Moore, Village Clerk

[Signature Page to Series 2016A Amended Bond] Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project)

CERTIFICATE OF AUTHENTICATION

This Series A Bond is one of the Bonds described in the within-mentioned Bond Agreement.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:			
Name:			
Title:			

Date of Authentication:

August 1, 2023

[Signature Page to Series 2016A Amended Bond] Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project)

ASSIGNMENT

SOCIAL SECURITY OR FEDERAL EMPLOYER IDENTIFICATION NUMBER:

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

the within Series A Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney-in-fact to transfer the within Series A Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company. NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series A Bond in every particular, without alteration or enlargement or change whatsoever.

REGISTERED	UNITED STATES OF AMERICA	REGISTERED
NO. <u>3-5 (</u> Amended)	STATE OF WISCONSIN	[\$]

VILLAGE OF SUSSEX, WISCONSIN INDUSTRIAL DEVELOPMENT REVENUE BOND, SERIES 2016A (SUSSEX IM, INC. PROJECT)

Maturity Date	Date of Amendment	Original Issue Date
July 1, 2046	August 1, 2023	July 13, 2016
REGISTERED OWNER:	U.S. BANK NATIONAL ASSOCI	ATION
ORIGINAL PRINCIPAL	FIVE MILLION NINE HUNDRE	<u>ED THOUSAND AND</u>
AMOUNT (on Original Issue Date):	<u>NO/100 DOLLARS (\$5,900,000)</u>	
<u>REMAINING</u> PRINCIPAL	[] DOLLARS ([\$])
AMOUNT: (on August 1, 2023):		

NOTICE: THIS SERIES A BOND HAS BEEN AMENDED

Pursuant to a First-Second Amendment to Bond Agreement (the "<u>Amendment</u>") dated August 1, 2023, among the Village of Sussex, Wisconsin (the "<u>Issuer</u>"), Sussex IM Real Estate, LLC, a Wisconsin limited liability company (the "<u>Borrower</u>"), U.S. Bank National Association, as original purchaser the current registered holder (the "<u>Original Purchaser</u>"), and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as trustee (the "<u>Trustee</u>"), certain of the terms and provisions of the Bond Agreement (hereinafter defined) and this Series A Bond have been amended. All of the terms and provisions of the Bond Agreement and this Series A Bond hereinafter recited are hereby deemed to be amended as of August 1, 2023, to the extent and effect provided by the Amendment. As of August 1, 2023, the aggregate outstanding principal balance of the Series A Promissory Note (as defined under the Bond Agreement) and this Series A Bond is [§_____]. The Series B Bonds were fully redeemed on August 1, 2023, and the Amendment only relates to the outstanding Series A Bonds.

KNOW ALL MEN BY THESE PRESENTS that the Village of Sussex, Wisconsin, a municipal corporation organized under the laws of the State of Wisconsin, as Issuer, for value received, promises to pay, but solely from the source and as hereinafter provided and not otherwise, to the above-named registered owner, or registered assigns principal and interest hereon as provided below. Capitalized terms used herein but not defined herein shall have such meanings as set forth in

the Bond Agreement dated as of July 1, 2016, as amended by the Amendment on September 22, 2020 pursuant to a First Amendment to Bond Agreement, and further amended on August 1, 2023 pursuant to a Second Amendment to Bond Agreement (as amended, the "Bond Agreement") among the Issuer, the Borrower, the Original Purchaser, and the Trustee relating to the issuance of the Series A Bonds in the original aggregate principal amount of \$5,900,000 (of which [\$____] is the principal amount outstanding on August 1, 2023) (the "Series A Bonds").

- 1. <u>Maturity; Repayment of Principal</u>.
 - (a) <u>Maturity Date</u>.

The Series A Bonds shall mature on July 1, 2046, and there shall be full and final payment of unpaid principal and interest on the Series A Bonds on such maturity date.

(b) <u>Repayment of Principal</u>.

The Series A Bonds are limited to \$5,900,000 in authorized original aggregate principal amount (of which [\$___] is the principal amount outstanding on August 1, 2023) and shall be issued initially in the form of one registered instrument (the "Series A Bond"). Principal of the Series A Bonds shall be paid by the Issuer solely from payments to be made by the Borrower, pursuant to optional sinking fund redemptions in such amounts and on such dates as set forth in the Continuing Covenant Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, the payment of principal, premium or prepayment penalty, if any, and interest on the Series A Bonds shall be payable by the Borrower to the Original Purchaser in the manner agreed to in writing by the Borrower and the Original Purchaser and acknowledged by the Trustee, including but not limited to, payments made by the Borrower directly to the Original Purchaser as set forth in Section 2.19 of the Bond Agreement. Notwithstanding anything else herein to the contrary, the principal amount of the Series A Bonds outstanding shall never exceed the aggregate amounts transferred from the Original Purchaser to the Trustee for deposit into the Project Fund -Series A Account pursuant to Sections 3.01 and 4.02 of the Bond Agreement, less repayments of principal made by the Issuer; provided, however, that nothing in the Bond Agreement shall be construed to obligate the Borrower to proceed with the Project described below (however, the Borrower has covenanted that once the Project has been commenced the Borrower will complete the Project as promptly as practicable), and in the event the Borrower does not proceed with the Project, the Borrower shall have no obligation under the Bond Agreement, other than the repayment, together with interest for amounts advanced by the Original Purchaser The Project financed with the Bonds is complete.

Payments of principal in excess of the scheduled installments set forth herein and related payments of premium shall be credited against scheduled installments in inverse order with respect to the Series A Bonds.

2. <u>Interest on the Series A Bonds</u>.

(a) <u>Series A Bonds – Interest Rate</u>. Commencing on August 1, 2023 through July 31, 2026, the Series A Bonds shall bear interest at a the SIFMA Term Index Rate as calculated on each Rate Adjustment Date, pursuant to the following variable rate equal to formula: Initial rate effective August 1, 2023:

[SIFMA Rate + Applicable Spread]

(b) <u>Series A Bonds – Interest Rate Resets</u>. Commencing on August 1, 2026, and as reset on each Reset Date thereafter, the Series A Bonds shall bear interest at the Term Index Rate or the Fixed Rate for the duration of such Reset Period as selected by Borrower in writing and delivered to the Trustee not less than 30 days nor more than 60 days prior to the next succeeding Reset Date (provided that if no election is made by the Borrower during such notice period, then Borrower shall be deemed to have made an election at the Term Index Rate for such Reset Period).

(c) <u>Series A Bonds - Interest Rate Conversion</u>. At the option of the Borrower, and with the consent of the Original Purchaser, the Series A Bonds may be converted from the Term Index Rate to the Fixed Rate, or from the Fixed Rate to the Term Index Rate, as the case may be, to be effective on any interest payment date for the remainder of such Reset Period upon 30 days' notice to the Original Purchaser, subject to compliance with provisions of the Bond Agreement and the Continuing Covenant Agreement. The Borrower shall pay to the Original Purchaser any applicable reduction fee as set forth in the Continuing Covenant Agreement.

Notwithstanding the foregoing, the interest rate on the Series A Bonds shall never exceed the Maximum Rate.

(d) <u>Definitions</u>. The following definitions are applicable to Section 2:

(i) "<u>Applicable Factor</u>" means the applicable factor determined from time to time by the Original Purchaser as shown on its internal pricing sheets for tax-exempt interest rates which are not bank-qualified pursuant to Section 265 of the Code.

(ii) "<u>Applicable Spread</u>" means (A) the applicable spread determined from time to time by the Original Purchaser based on the Original Purchaser's then-current underwriting standards <u>plus</u> (B)[[] as it relates only to *Adjusted Daily Simple SOFR*, any applicable SOFR adjustment to be determined by Original Purchaser¹, and with credit committee oversight, including, without limitation, factors such as the current credit profile, market conditions, current and historical operating performance and the term of the interest rate to be selected by Borrower, and which Applicable Spread in the reasonable opinion of Bond Counsel will not adversely affect any exemption from federal income taxation to which the Series A Bonds would otherwise be entitled.

(iii) "<u>Cost of Funds</u>" means the cost of funds determined by the Original Purchaser as its internal cost of funds.

(iv) "Daily Simple SOFR" means, for any day, an interest rate per annum equal to the greater of (i) zero percent (0.0%) and (ii) SOFR for the day that is five SOFR Business Days prior to (A) if such day is a SOFR Business Day, such day, or (B) if such day is not a SOFR Business Day, the SOFR Business Day immediately preceding such day, reset as and when Daily Simple SOFR changes; provided that if SOFR is not published on such SOFR Business Day due to a holiday or other circumstance that Original Purchaser deems in its sole discretion to be temporary, the applicable SOFR rate shall be the SOFR rate last published prior to such SOFR Business Day. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to Borrower. *Daily Simple SOFR shall be* adjusted (as so adjusted, "Adjusted Daily Simple SOFR") for any reserve requirement and any subsequent costs arising from a change in government regulation.

(v) "<u>Fixed Rate</u>" means a fixed rate calculated pursuant to the following formula, multiplied by the Margin Rate Factor in the event of a change in the Tax Rate of the Original Purchaser:

[(Cost of Funds x Applicable Factor) + Applicable Spread]

(vi) "<u>Margin Rate Factor</u>" means initially, 1.0, and thereafter the greater of (i) 1.0, and (ii) the product of (a) one minus the Maximum Federal Corporate Tax Rate multiplied by (b) [<u>1.26582</u>]. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

(vii) "<u>Maximum Federal Corporate Tax Rate</u>" means the tax rate at which the Borrower, or any other-United States corporation, would be taxed for federal income tax purposes pursuant to the applicable provisions of the Code or any future United States internal revenue or similar laws applicable to such corporation, if its taxable income were in the highest tax bracket specified by the Code. As of the date hereof, the Maximum Federal Corporate Tax Rate is 21%.

(viii) "Maximum Rate" means twenty percent (20%) per annum.

(ix) "Rate Adjustment Date" means the date as of which the interest rate determined for a Term Index Rate shall be effective, which (i) for the SOFR Term Index Rate, shall be each SOFR Business Day, and (ii) for the SIFMA Term Index Rate, shall be the Thursday of each week (whether or not a Business Day), provided that such determination shall be made by not later than 4:00 p.m., New York time, on such Rate Adjustment Date.

(ix) (x) "<u>Reset Date</u>" means initially, August 1, 2026 and thereafter, the first Business Day of each Reset Period.

(x(xi)) "<u>Reset Period</u>" means each period of three (3), five (5), or seven (7) years from each Reset Date, as selected by the Borrower, through the date immediately preceding the next Reset Date or the maturity date of the Bonds (as applicable).

(xixii) "<u>SIFMA</u>" means the Securities Industry and Financial Markets Association (formerly known as The Bond Market Association and the Public Securities Association), and any successor organization.

(xiixiii) "<u>SIFMA Rate</u>" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the <u>Bank-Original</u> Purchaser and effective from such date. In the event Municipal Market Data no longer produces an index satisfying the requirements of the preceding sentence, the SIFMA Rate (a/k/a, the "SIFMA *Municipal Swap Index*") shall be deemed to be the S&P Weekly High Grade Index, or if either such index is not available, such other similar national index as reasonably designated by the Original Purchaser.

(xiv) "SIFMA Term Index Rate" means that Term Index Rate which is calculated based on the SIFMA Rate.

(xiii(xv) "<u>SOFR</u>" means, with respect to any SOFR Business Day, a rate per annum equal to the secured overnight financing rate for such SOFR Business Day published by the SOFR Administrator on the SOFR Administrator's Website.

(xiv(xvi) "SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

(xv(xvii) "<u>SOFR Administrator's Website</u>" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

(xvixviii) "SOFR Business Day" means any day (other than a Saturday or Sunday) on which banks generally are open in New York City, New York for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system except a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

(xix) "SOFR Term Index Rate" means that Term Index Rate which is calculated based on Adjusted Daily Simple SOFR.

(xvii(xx) "Tax Rate of the Original Purchaser" means initially, 21%, and thereafter means the tax rate at which the Original Purchaser, or any other bank that is the registered Bondowner, would be taxed for federal income tax purposes pursuant to the applicable provisions of the Code or any future United States internal revenue or similar laws applicable to such bank, if its taxable income were in the highest tax bracket specified by the Code.

(xviiixxi) "Term Index Rate" means a variable rate for the applicable Reset Period and calculated-, as of a Rate Adjustment Date, pursuant to one of the variable rate options below as selected by the Borrower, multiplied by the Margin Rate Factor in the event of a change in the Tax Rate of the Original Purchaser:

[(Adjusted Daily Simple SOFR x Applicable Factor) + Applicable Spread]

-or-

[SIFMA Rate + Applicable Spread]

(e) The Original Purchaser shall provide the Borrower and the Trustee with such information as to historical and current interest rates as the Borrower and the Trustee shall reasonably request from time to time.

(f) All determinations of the interest rate hereunder shall be final and conclusive absent manifest error.

(g) Interest on the Series A Bonds shall be payable on each Payment Date. Interest on the Series A Bond is computed on a 360-day year, actual days elapsed; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the Series A Bond is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Series A Bond.

(h) Principal payments on the Series A Bonds shall be payable as optional sinking fund redemptions as provided in the Continuing Covenant Agreement.

(i) Overdue principal and interest on the Series A Bonds shall (to the extent legally enforceable) bear interest at the Default Rate. Any interest on any Series A Bond which is payable, but is not punctually paid or duly provided for, may be paid in any lawful manner, at the discretion of the Trustee. All unpaid principal and interest on the Series A Bonds shall be paid on July 1, 2046.

3. Authority. This Series A Bond has been issued pursuant to and in full compliance with the Constitution and laws of the State of Wisconsin, particularly Section 66.1103 of the Wisconsin Statutes, as amended from time to time, and by authority of resolutions adopted by the Issuer's governing body in connection with a project and activity undertaken pursuant to said section of the Wisconsin Statutes. THE SERIES A BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE AS HEREINAFTER PROVIDED, AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION. THE SERIES A BONDS DO NOT CONSTITUTE OR GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF OR IMPOSE PECUNIARY LIABILITY UPON THE ISSUER, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES A BONDS IS PAYABLE BY THE ISSUER SOLELY FROM "PLEDGED REVENUES" AS DEFINED IN THE BOND AGREEMENT (DESCRIBED BELOW), INCLUDING ALL PAYMENTS BY THE BORROWER UNDER THE BOND AGREEMENT. THE SERIES A BONDS ARE A SPECIAL, LIMITED OBLIGATION OF THE ISSUER AND NEITHER THE ISSUER NOR ANY OF ITS OFFICIALS, OFFICERS, EMPLOYEES, VILLAGE BOARD MEMBERS OR AGENTS SHALL HAVE ANY MONETARY LIABILITY ARISING OUT OF THE OBLIGATIONS OF THE ISSUER HEREUNDER OR IN ANY CONNECTION WITH ANY COVENANT, REPRESENTATION OR WARRANTY MADE BY THE ISSUER HEREIN AND NEITHER THE ISSUER NOR ITS OFFICIALS, OFFICERS, EMPLOYEES, VILLAGE BOARD MEMBERS OR AGENTS SHALL BE OBLIGATED TO PAY ANY AMOUNTS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OTHER THAN FROM PLEDGED REVENUES OR OTHER MONIES RECEIVED FROM THE BORROWER.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Series A Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Bond Agreement contained, against any past, present or future Village Board member, officer, agent or employee of the Issuer, or any incorporator, Village Board member, officer, employee, director or trustee of any successor body, as such, either directly or through the Issuer or any successor body, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, Village Board member, officer, employee, director, agent or trustee, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Bond Agreement and the issuance of any of the Series A Bonds.

The Series A Bond is a duly authorized issue of bonds of the Issuer, the proceeds of which were used to finance the Project. The Bonds are limited in aggregate principal amount to \$7,500,000, issued as two series of bonds, and authorized to be issued for the purpose of providing financing to the Borrower. The Series B Bonds were fully redeemed on August 1, 2023, and the Series A Bonds are outstanding in the principal amount of [\$] as of August 1, 2023. The Series A Bonds were issued under and are equally and ratably secured with the Series B Bonds, and entitled to the protection and benefits given by, and the financing is accomplished under the terms of, the Bond Agreement dated as of July 1, 2016-and the Amendment dated, as amended on September 22, 2020 and August 1, 2023, by and among the Issuer, the Borrower, the Trustee and the Original Purchaser, The proceeds of the Bonds were used to finance a project consisting of the (i) acquisition of land described as Lot 1, Certified Survey Map No. 7957 located at Highway K and east of Highway 164 in the Village of Sussex, Wisconsin (the "Project Site"), (ii) construction of an approximately 145,000 square foot facility (the "Facility") at the Project Site to be completed in multiple phases and operated by Sussex IM, Inc. to manufacture plastic injection molded parts, (iii) acquisition and installation of equipment at the Facility, and (iv) payment of certain professional costs and costs of issuance (collectively, the "Project"), which Bond Agreement provides for principal and interest payments sufficient to provide the Issuer with revenues to pay when due the principal of and interest on the Series A Bonds. All of the Issuer's right, title and interest in and to the Bond Agreement (except for Unassigned Rights) has been pledged and assigned to the Trustee as security for the payment of the Series A Bonds.

4. Occurrence of a Determination of Taxability. The Series A Bonds shall bear interest, payable on the first Payment Date after the occurrence of a Determination of Taxability with respect to all prior periods, computed at the rate set forth in this Section (the "Taxable Interest") (on a 360-day year, actual days elapsed basis) on the outstanding principal amount of the Series A Bonds (as reduced from time to time) from the date of the Event of Taxability, less any interest already paid, from the date of the Event of Taxability to such Payment Date. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Series A Bond for Taxable Interest. Thereafter, the Series A Bonds shall bear Taxable Interest as defined in this Section and as provided in this Section on the Bonds Outstanding on each Payment Date. Except for Taxable Interest allocable to the period between the Event of Taxability and the Payment Date immediately succeeding the Determination of Taxability), Taxable Interest payable under this Section shall be payable with respect to the same period, at the same time and in the same manner as interest payments regularly paid pursuant to the Bond Agreement.

Taxable Interest payable on the Series A Bonds for purposes of this Section shall automatically be adjusted to a rate, as determined by the Original Purchaser in its sole and absolute reasonable discretion, equal to the Original Purchaser's standard fixed rate taxable obligation for the remaining number of full bond years remaining until the Maturity Date at the same Applicable Spread over the Original Purchaser's cost of funds as the Applicable Spread at the time of issuance. Such increased rate is to be effective, retroactively, as applicable, as of the date of the Determination of Taxability. The Borrower shall also pay to the Bondowners (and any former Bondowners holding Series A Bonds during any period subsequent to an Event of Taxability) as additional interest, the amount of penalties, additions to tax (exclusive of any taxes imposed under Section 11 or any successor provision of the Code) or interest assessed against the Bondowners (and former Bondowners) on account of a Determination of Taxability. Taxable Interest to be paid pursuant to this Section for the period between the Event of Taxability and the Payment Date immediately succeeding the Determination of Taxability shall be paid immediately following the Determination of Taxability in the same manner as interest is paid to Bondowners in accordance with the Bond Agreement.

Any Bondowner shall have the right, but not the obligation, to arrange for the contest of an allegation that an Event of Taxability has occurred, by appropriate legal proceedings. In the event no Bondowner shall contest the Event of Taxability, the Borrower shall have the option but not the obligation to do so. If (i) the Borrower shall have made any additional payments to a Bondowner or former Bondowner by reason of an Event of Taxability pursuant to this Section, and (ii) it shall be successfully claimed for the taxable year in question that the interest on the Series A Bonds for such taxable year is excluded from the Bondowner's or former Bondowner's taxable income for federal income tax purposes (for this purpose a claim shall be deemed successful only upon the occurrence of a "determination," as defined in Section 1313(a) or any successor provision of the Code) or, if the Bondowner or former Bondowner shall not have included such interest in the Bondowner's or former Bondowner's taxable income for federal income tax purposes upon expiration of the statute of limitations provided by Section 6501 or any successor provision of the Code with respect to such taxable year, then the Bondowner or former Bondowner (as the case may be) shall pay to the Borrower the amount of any such additional payments which had been made by the Borrower to the Bondowner or former Bondowner, less any actual expenses incurred by such Bondowner or former Bondowner as a result of the alleged Event of Taxability. Upon successful challenge of an Event of Taxability, the interest rate on the Series A Bonds shall return to the interest rate ordinarily payable hereunder as if no Event of Taxability had ever been alleged.

5. <u>Prepayment of Series A Bonds</u>. No Series A Bond may be called for redemption prior to its stated maturity except as provided in paragraphs 6, 7 and 8 herein; provided, however, that nothing herein shall be deemed to limit the right of acceleration of Series A Bond maturities upon the occurrence of a Bond Default.

6. <u>Optional Prepayment</u>. (a) The Series A Bonds may be prepaid at any time, at the option of the Borrower, at par plus accrued interest to the Redemption Date at such time and with any applicable prepayment fee as set forth in the Continuing Covenant Agreement.

(b) The Series A Bonds are subject to redemption prior to maturity upon receipt by the Trustee of a written request from the Borrower stating that it intends to prepay the Series A Loan upon notice provided to the Trustee not less than 45 days prior to the Redemption Date. The notice of optional redemption to be delivered by the Borrower shall describe whether and the conditions under which the call for redemption may be revoked.

(c) Notwithstanding the foregoing, the Borrower is not required to provide notice of redemption pursuant to Section 2.10 of the Bond Agreement to effect optional sinking fund redemptions as required by Section 6.16(c) of the Continuing Covenant Agreement.

7. Optional Redemption of Series A Bonds Upon Occurrence of Certain Extraordinary Events. The Series A Bonds shall be subject to redemption, in whole or in part, at par plus accrued interest to the Redemption Date at the option of the Borrower, or the Bondowners by Requisite Consent, upon the occurrence of certain extraordinary events as described in this Section 7. If the Project is affected as set forth below, each shall have an independent option to have the Loan repaid in whole out of Net Proceeds of an insurance or condemnation award relating to destruction or damage or condemnation of all or any part of the Project, and to direct the Issuer either (i) to call for redemption and prepayment of all the Outstanding Bonds, or (ii) to call for redemption and prepayment that amount of Outstanding Bonds attributable to debt incurred for the Project as determined by the Trustee, if:

(a) The Project shall have been damaged or destroyed to such extent that, in the opinion of the Borrower expressed in a Borrower's Certificate, or in the written opinion of an independent architect acceptable to the Trustee and, if the Original Purchaser then owns any of the Series A Bonds, the Original Purchaser, filed with the Trustee and the Original Purchaser, following such damage or destruction (i) the completion of the Project will be delayed for at least six months, (ii) it is not practicable or desirable to rebuild, repair or restore the Project within a period of six consecutive months following such damage or destruction, or (iii) Sussex IM, Inc., as tenant, is or will be thereby prevented from carrying on its normal operations for a period of at least six consecutive months;

(b) Title to or the temporary use of all or substantially all of the Project shall have been taken under the exercise of the power of eminent domain by any Government Authority to such extent that, in the opinion of the Borrower expressed in a Borrower's Certificate, or in the written opinion of an independent architect acceptable to the Trustee and, if the Original Purchaser then owns any of the Series A Bonds, the Original Purchaser (i) the completion of the Project will be delayed for at least six months, or (ii) Sussex IM, Inc., as tenant, is or will be thereby prevented from carrying on its normal operations at the Project Site for a period of at least six consecutive months;

(c) Any court or administrative body of competent jurisdiction shall enter a final judgment, and not subject to appeal, order or decree requiring Sussex IM, Inc., as tenant, to cease all or any substantial part of its operations at the Project Site to such extent that, in the opinion of the Borrower expressed in a Borrower's Certificate, or in the written opinion of Counsel, who is also acceptable to the Original Purchaser if the Original Purchaser then owns any of the Series A Bonds, filed with the Issuer and the Trustee, that Sussex IM, Inc., as tenant, is or will be thereby prevented from carrying on its normal operations at the Project Site for a period of at least six consecutive months;

(d) As a result of any changes in the Constitution of Wisconsin or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal), the Bond Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed herein, or unreasonable burdens or excessive liabilities shall have been imposed on the Issuer or the Borrower including, without limitation, federal, state or other ad valorem, property, income or other taxes not being imposed on the date hereof; or

(e) If it shall be discovered that the Borrower's title to the Project shall be materially defective, and the Borrower's title to the Project shall be lost by reason of such defect.

In any such case, the Borrower or Bondowners shall, to exercise their respective option hereunder, give notice to the Issuer, the Trustee and the Bondowners or the Borrower, as the case may be, in writing of its or their intent to exercise this option and specifying the proposed Redemption Date, within thirty (30) days following discovery of the event by the party determining to exercise its option hereunder. The exercise of either party of its option to redeem the Series A Bonds shall be binding on all parties hereto. Within sixty (60) days after the giving of notice as set forth above, the Borrower shall deposit with the Trustee a sum sufficient, together with other funds held by the Trustee and available for such purpose (i) to redeem the Series A Bonds, in whole or in part, as applicable at a redemption price equal to the principal amount thereof, (ii) to pay the interest which will become due on such Series A Bonds to and including the Redemption Date, and (iii) to pay all expenses of the Issuer and the Trustee accrued and to accrue through the Redemption Date.

If the Borrower shall have received proceeds of an insurance or condemnation award relating to destruction or damage or condemnation of all or any part of the Project (exclusive of proceeds of business interruption insurance), and such net proceeds exceed the amount necessary to rebuild, repair or restore the Facility, the Borrower agrees to direct the Issuer to call for redemption and prepayment of Outstanding Bonds equal to the amount of such resulting excess net proceeds.

8. <u>Mandatory Redemption at Option of Original Purchaser</u>. The Series A Bonds shall be subject to mandatory redemption, in whole, but not in part, at the option of the Original Purchaser, so long as the Original Purchaser owns all of the Outstanding Bonds on any Put Date. The Original Purchaser shall give prior written notice to the Borrower and the Trustee of such mandatory redemption by not less than one hundred eighty (180) days prior to such Put Date. The redemption price in such event shall be 100% of the principal amount of the Series A Bonds so redeemed, plus all accrued interest to the Put Date. In the event that the Original Purchaser has exercised its right under this Section to cause a mandatory redemption of the Series A Bonds on a Put Date and the Borrower has secured a purchaser for the Series A Bonds on such Put Date, the Borrower may elect to have the redemption treated as a mandatory tender and the Series A Bonds shall be purchased at a purchase price equal to 100% of the principal amount of the Series A Bonds so purchased, plus all accrued interest to the Put Date, and upon payment of such purchase price to the Original Purchaser, the Series A Bonds shall be treated as tendered and purchased rather than redeemed.

9. <u>Notice and Effect of Redemption</u>. Except for optional redemption of the Series A Bonds pursuant to the Continuing Covenant Agreement, notice of the call for any redemption of Series A Bonds prior to maturity shall be given by the Trustee by mailing a copy of the redemption notice by first-class mail not less than 30 days nor more than 60 days prior to the Redemption Date to the Bondowner of each Series A Bond to be redeemed at the address shown on the Bond Register; provided, however, that failure to give any such notice as aforesaid or any defect therein with respect to any particular Series A Bond shall not affect the validity of any proceedings for the redemption of any other Series A Bond.

Each redemption notice shall (i) identify the particular Series A Bonds or portions thereof to be redeemed (including, at a minimum, certificate numbers and called amount for each certificate (for partial calls), Redemption Date, Trustee, date of issue, maturity date, and other descriptive information, if any, that accurately identifies the particular Series A Bonds called for redemption), (ii) identify the provisions of the Bond Agreement pursuant to which the Series A Bonds are being redeemed, (iii) identify the place of payment, (iv) state the applicable redemption price, including the premium, if any, (v) state that interest on the Series A Bonds or portions thereof thus called for redemption will cease to accrue from and after the Redemption Date specified therein, and (vi) state that the notice of redemption may be rescinded by the Borrower and the Trustee.

If pursuant to the Bond Agreement the Trustee shall hold funds in the form of cash or Government Obligations which are available and will be sufficient in amount to pay the principal of and premium, if any, on the Series A Bonds or portions thereof thus called for redemption and to pay the interest thereon to the Redemption Date, such Series A Bonds or portions thereof shall cease to bear interest from and after the Redemption Date in question.

10. <u>Other Provisions</u>. Except as provided in the Bond Agreement, the owners of the Series A Bonds shall have no right to enforce the provisions of the Bond Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto. In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of all Series A Bonds issued under the Bond Agreement and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued therein. Amendments, supplements, modifications and alterations of the Bond Agreement may be made only to the extent and in the circumstances permitted by the Bond Agreement.

This Series A Bond may be transferred in whole or in part and may be transferred only in compliance with existing state and federal securities laws, and only by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon presentation and surrender of this Series A Bond together with said executed form of assignment at the principal corporate trust office of the Trustee, the Trustee shall register the transfer of this Series A Bond in the bond register maintained by the Trustee; provided, however, that the Trustee shall have no obligation to register the transfer unless the executed assignment shall be satisfactory to it in form and substance. Upon registration of the transfer of this Series A Bond, the Trustee shall cancel this Series A Bond, and the Issuer shall issue, and the Trustee shall authenticate, one or more new Series A Bonds of authorized denominations of the same maturity and interest rate and in the same aggregate outstanding principal amount as this Series A Bond. The Issuer and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest due hereon and for all other purposes, and neither the Issuer, nor the Trustee nor any alternate paying agent shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Bond Agreement and the issuance of this Series A Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Series A Bond and the issue of which it forms a part has been duly authorized by the Issuer and does not exceed or violate any constitutional or statutory limitation. This Series A Bond is issued with the intent that the laws of the State of Wisconsin will govern its construction. This Series A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Agreement until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series A Bond to be executed in its name by the signatures of its Village President and Village Clerk, and its corporate seal to be hereunto impressed.

VILLAGE OF SUSSEX, WISCONSIN

[SEAL]

Anthony J. LeDonne, Village President

By:_____

By:___

Jennifer Moore, Village Clerk

[Signature Page to Series 2016A Amended Bond] Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project)

CERTIFICATE OF AUTHENTICATION

This Series A Bond is one of the Bonds described in the within-mentioned Bond Agreement.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:			
Name:			
Title:			

Date of Authentication:

August 1, 2023

[Signature Page to Series 2016A Amended Bond] Village of Sussex, Wisconsin Industrial Development Revenue Bonds, Series 2016A (Sussex IM, Inc. Project)

ASSIGNMENT

SOCIAL SECURITY OR FEDERAL EMPLOYER IDENTIFICATION NUMBER:

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

the within Series A Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney-in-fact to transfer the within Series A Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company. NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series A Bond in every particular, without alteration or enlargement or change whatsoever.

Summary Report		
Title	compareDocs Comparison Results	
Date & Time	7/6/2023 4:27:57 PM	
Comparison Time	2.29 seconds	
compareDocs version v5.1.400.10		

	Sources
Original Document	[#4865-8439-6651] [v1] Amended Series 2016 A Bond - Sussex IM 2023.docx
Modified Document	[#4865-8439-6651] [v2] Amended Series 2016 A Bond - Sussex IM 2023.docx

Comparison Statistics Word Rendering Set Markup Optic		t Markup Options	
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Deletions	16	<u>Insertions</u>	
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Font Changes	0	Font Changes	
Paragraph Style Changes	0	Paragraph Style Changes	
Character Style Changes	0	Character Style Changes	
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		Deleted cells	
		Merged cells	
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compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
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Character Level	Word	False
Include Comments	Word	True
Include Field Codes	Word	True
Flatten Field Codes	Word	False
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Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	True
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print



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MEMORANDUM

To: Village Board
From: Kelsey McElroy-Anderson, Assistant Village Administrator
Date: July 17, 2023
Re: Collective Bargaining Agreement with IAFF Local 5241

The first collective bargaining agreement with Local 5241 of the International Association of Firefighters (IAFF) expires in 2023 so the parties have been in negotiations to ratify a new contract. The attached contract has been ratified by Local 5241 and is now before you for consideration. The proposed changes from first contract are outlined below.

- The proposed contract is a five-year term from 2024-2028. This is longer than a typical union contract which is advantageous to the Village. This allows us to step in the wage increases while still being able to advertise a max pay at the end of the contract that will retain existing employees and attract qualified applicants. Additionally, we are better able to plan for the budget impact.
- The Village will begin using a step system for represented employees. This is common practice in public safety and was a top priority for the union. This means that each employee will step up to a new pay on January 1st for their first six years. After that they will only receive cost of living adjustments as agreed to as part of the contract. The proposed pay schedule is included on page 15 of the draft contract.
- The Firefighter/Paramedic pay will increase from \$19.11 in 2023 to a max pay of \$29.80 in 2028. Our market analysis shows that this pay in 2028 will be competitive but not high. Pay has increased significantly in public safety the past five years so this level of increase is necessary to remain competitive.
- This contract opens the option to hire EMTs. The intention is to only hire certified EMTs that are pursing a Paramedic license. They would have 24 months to complete the certification. The EMTs would remain on probation until they are fully certified as a Paramedic. The Village would allow the employees to attend class while on shift without having to trade; however, the Village would not pay for the employee's times to attend classes when they aren't on-shift. The ability to hire EMTs will allow us to retain existing part-time employees who want to work full-time but haven't completed Paramedic. There are multiple examples of us losing quality employees to other organizations because others are hiring EMTs. Three of the four full-time employees on a shift would be Paramedics. Per our EMS Operational plan with the state of Wisconsin Department of Health Services we are only required to staff a single paramedic on EMS calls
- The resignation period was changed from 30 days to 14 days to align with existing practice.
- It was clarified that an employee must reach the station or scene in order to qualify for the two-hour minimum call-out pay.

- The Chief has agreed to approve voluntary overtime at least five days prior to the open shift so the employees can plan accordingly.
- There are a few minor clarifications to the voluntary overtime list process.
- Martin Luther King Jr. Day was added as a holiday to align with the general employee holidays.
- Holidays were added with vacation days as a reason an employee doesn't have to select a work reduction day within an FLSA period.

This contract puts the Village in a good position to maintain positive employee relations and improve our ability to attract qualified candidates. Staff recommends that the Village Board approve the 2024-2028 Collective Bargaining Agreement between the Village of Sussex and Local 5241, International Association of Firefighters as presented. 2021-20232024-2028

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF SUSSEX

AND

LOCAL 5241, 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/Paramedic 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.

Full-Time Fire Fighter/EMT:

A bargaining unit member working as a Fire Fighter/EMT operating firefighting equipment and providing 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 5.1 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 Fire Fighter/Paramedics shall serve a probationary period of twelve (12) months worked. All newly hired Fire Fighter/EMTs shall serve a probationary period of twenty-four (24) months worked, or twelve (12) months after possessing a state Paramedic license. 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 <u>Definition of Grievance:</u> 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 <u>Subject Matter:</u> 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 <u>Time Limitations:</u> 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 <u>Procedural Steps:</u> Grievances shall normally follow the steps below. However, by mutual agreement, in writing, the parties may bypass any of the following steps.

<u>Step 1:</u> 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.

<u>Step 2:</u> 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.

<u>Step 3:</u> 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.

<u>Step 4:</u> 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 <u>Arbitration:</u> 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 <u>Arbitrability:</u> 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 <u>Decision of the arbitrator:</u> 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 <u>Arbitration costs:</u> Both parties shall share equally the costs and expenses of the arbitration proceedings, including the fees of the arbitrator. Each party, however, shall bear its own 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 <u>Standard:</u> the Village reserves the right to discipline employees pursuant to the provisions of section 62.13(5), Wisconsin Statutes.
- 10.2 <u>Appeal:</u> 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 cause. 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 a full-time employee of the Department. 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 employee's 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 <u>fourteen (14) thirty (30)</u> days prior to their last day on the job. Accumulated vacation may not be taken as part of a required <u>fourteen (14) thirty (30)</u> 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 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-Fire Fighter/Paramedic 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. <u>Fire Fighter/EMT employees must possess a valid Wisconsin</u> <u>Paramedic license prior to completion of their probationary period.</u> The Fire Chief retains the sole right to terminate the employment of any employee who does not maintain the paramedic license, <u>does not complete their certification within the required time period</u>, 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)<u>once</u> they have reached the station or scene. 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 and approved no less than <u>five (5) days</u> 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. Members will not lose their place on the voluntary overtime list due to mandatory overtime. The mandatory overtime list will reset each calendar year. 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; <u>Martin Luther King Jr.</u> <u>Day;</u> 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 member being 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 the necessary information, to the satisfaction of the village the necessary information and 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 he 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, <u>or the member</u> works 24 hours of a holiday per Article 18, 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 fulltime 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 or when at least 24 hours of holiday pay under Article 18 has been paid 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 S	chedule Be	gins: +2	<u>2% (\$20.5</u>	0)	
[Step 2:]	1/1/2025	<u>Salary S</u>	chedule Co	ntinues: +2	<u>2% (\$20.9</u>	1)	

[Step 2:]	1/1/2025		±2%	(\$20.01)
[otep 2.]	1/ 1/2020	Galary Schedule Continues.	1270	$-(\varphi 20.01)$
[Step 3:]	1/1/2026	Salary Schedule Continues:	+2%	(\$21.33)
	1/1/2020			(\$21.00)
[Step 4:]	<u> </u>	Salary Schedule Continues:	+2%	(\$21.76)
[Stop 5.]	1/1/2028	Salary Schodula Concludes:	10%	(\$22.10)
loteh o'l	1/ 1/2020	Salary Schedule Conduces.	1270	$(\varphi z z, i \sigma)$

[<u>Note:</u>] 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
Lioutonant	\$23.81	\$24.20	\$21 53	\$25.02	\$25.27
	φ20.01	(±2%)	(±1%)	(±2%)	$\psi = 0.21$
		(+2%)	(+1%)	(+2%)	(+1%)

The following salary schedule is effective on January 1st of the applicable year and encompasses all raises (across the board, steps, COLA, etc.) for the contract period. The employee progresses to the next year on the first day of the pay period following their anniversary. All Firefighter/Paramedic members hired full time prior to December 31, 2023 will use an anniversary date of January 1, 2023 for the purposes of this pay schedule. When a Firefighter/EMT earns his/her Paramedic certification he/she will move to the Firefighter/Paramedic pay schedule associated with their full time hire anniversary date on the first day of the pay period following completion of the certification.

<u>Steps</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	
Firefighter/Paramedic						
1st Year	<u>20.70</u>	<u>21.32</u>	<u>21.96</u>	22.62	<u>23.30</u>	
Ist real	<u>56,656</u>	<u>58,356</u>	<u>60,106</u>	<u>61,909</u>	<u>63,767</u>	
2nd Year	<u>21.94</u>	22.60	23.28	23.98	<u>24.70</u>	
	<u>60,055</u>	<u>61,857</u>	<u>63,713</u>	<u>65,624</u>	<u>67,593</u>	
ard Voor	<u>22.98</u>	23.67	24.38	<u>25.12</u>	<u>25.87</u>	
<u>3rd Year</u>	<u>62,908</u>	<u>64,795</u>	<u>66,739</u>	<u>68,741</u>	70,803	
4th Year	24.08	24.80	25.54	<u>26.31</u>	<u>27.10</u>	
<u>4(11 fear</u>	<u>65,896</u>	<u>67,873</u>	<u>69,909</u>	<u>72,006</u>	<u>74,167</u>	
Eth Voor	25.22	<u>25.98</u>	26.76	27.56	28.38	
<u>5th Year</u>	<u>69,026</u>	<u>71,097</u>	<u>73,230</u>	<u>75,427</u>	<u>77,689</u>	
6th Voor	<u>26.48</u>	27.28	28.09	28.94	<u>29.80</u>	
<u>6th Year</u>	<u>72,477</u>	<u>74,652</u>	<u>76,891</u>	<u>79,198</u>	<u>81,574</u>	
	<u>19.67</u>	20.25	<u>20.86</u>	<u>21.49</u>	<u>22.13</u>	
Firefighter/EMT	<u>53,823</u>	<u>55,438</u>	<u>57,101</u>	<u>58,814</u>	<u>60,578</u>	
Lioutonant	<u>26.79</u>	<u>28.13</u>	<u>29.81</u>	<u>31.60</u>	<u>32.87</u>	
<u>Lieutenant</u>	<u>73,314</u>	<u>76,980</u>	<u>81,598</u>	86,494	<u>89,954</u>	

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.

Executed this XX day of MONTH YEAR by the Village of Sussex and Local 5241, I.A.F.F.

Village of Sussex

Date: _____

Local [], International Association of Firefighters

Date:

Citizen Appointments

Senior Citizen Advisory Committee: *Lesley Strong-Belcher

* Reappointment