



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

AGENDA
VILLAGE BOARD
VILLAGE OF SUSSEX
6:00 PM TUESDAY, JUNE 9, 2020
SUSSEX CIVIC CENTER – BOARD ROOM 2nd FLOOR

THIS MEETING CAN BE ACCESSED VIRTUALLY:

1. BY CALLING 1 312-626-6799 AND ENTERING MEETING ID: 975 3641 7584
THE MEETING MATERIALS WILL BE AVAILABLE AT www.villagesussex.org AND
DURING THE MEETING BY WATCHING SPECTRUM CABLE CHANNEL 25.
2. CLICKING THE FOLLOWING LINK: <https://zoom.us/j/97536417584>

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

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes of the Village Board meeting held on May 26, 2020.
4. Communications and Public Hearings
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions including Successfully Sussex Awards.
 - B. Public Hearing(s)
 1. Ordinance No. 868 for Land Use amendment from Low Density Single Family Residential, Medium Density Single Family Residential, Recreational to Medium Density Single Family Residential, Single Family Attached and Two Family Residential, Recreational, Agricultural, Environmental Corridor Isolated Natural Resource Area for the property located west of Hwy 164 and south of Silver Spring more specifically part of SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002
 2. Rezone Ordinance No. 864 from CR-1 and RS-3 Single Family Residential District to RS-2 Single Family Residential District, SFRD-3 Single Family Attached District, Park, with Environmental Overlays and Agricultural with a Planned Development Overlay District for the Vista Run Development on property located west of Hwy 164 and south of Silver Spring more specifically part of SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002.

5. Committee Reports

A. Finance and Personnel Committee. Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.

1. Recommendation and possible action on May Check Register and P-card Statement.
2. Recommendation and possible action on Ace Hardware purchases.
3. Recommendation and possible action on application for a Combination Class “B” Retail License for the Sale of Fermented Malt Beverages & “Class B” Retail License for the Sale of Intoxicating Liquors July 1, 2020 to June 30, 2021 to Helen & Quintin LLC, W232N6368 Waukesha Ave, Sussex, WI 53089, Rumors Sports Bar & Grill, Agent: Quintin M. Christensen.
4. Recommendation and possible action on renewal applications for a Combination Class “B” Retail License for the Sale of Fermented Malt Beverages & “Class B” Retail License for the Sale of Intoxicating Liquors July 1, 2020 to June 30, 2021 to the following:
 - A. Russell Restaurant Group LLC, N64W23246 Main Street, Sussex, WI 53089, Belfast Station, Agent: Bruce Russell.
 - B. Sussex Bowl Inc., N64W24576 Main Street, Sussex, WI 53089, Sussex Bowl, Agent: Stephen M. Hoehnen.
 - C. Fotron Corp, N64W23300 Main Street, Sussex, WI 53089, Sussex Inn, Agent: David A. Foti.
 - D. Ichiban Sussex WI LLC, N64W24838 Main Street, Ste. 7, Sussex WI 53089, Ichiban Sushi & Steak House, Agent: Chuan Qing Dong.
5. Recommendation and possible action on 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, 2020 to June 30, 2021 to the following:
 - A. Navaab LLC, N64W24310 Main Street, Sussex, WI 53089, Sussex Liquor Mart, Agent: Paviter Sangha.
 - B. Ultra Mart Foods LLC, P. O. Box 305103 Nashville TN 37230 for Pick ‘n Save #6380, N65W24838 Main Street, Sussex, WI 53089, Agent: Michelle Oster.
 - C. The Main Street Pig Inc., N63W23735 Main Street, Sussex, WI 53089, Piggly Wiggly, Agent: Dennis R. Lipofski.
 - D. Meijer Stores Limited Partnership, N51W24953 Lisbon Rd, Pewaukee, WI 53072, Meijer Store #275, Agent: Doug Smith.
 - E. AM Sussex Inc, W232N6116 Waukesha Ave., Sussex, WI 53089, Sussex Mobil, Agent: Tadbir Dran.
6. Recommendation and possible action on application for a Combination Class “A” Retail License for the Sale of Fermented Malt Beverages & “Class A” Retail License for the Sale of Intoxicating Liquors to TES-TFS, LLC, N63W23735 Main Street, Sussex, WI 53089, Piggly Wiggly, Agent: Ted Schelonka conditioned upon the surrender of the license by Main Street Pig Inc. for said premise and at such date as TES-TFS, LLC takes ownership of the business at said premise through June 30, 2021.

7. Recommendation and possible action on renewal applications for a Class “A” Retail License for the Sale of Fermented Malt Beverages and Cider July 1, 2020 to June 30, 2021 to the following:

- A. Meijer Stores Limited Partnership, N51W24847 Lisbon Rd, Pewaukee, WI 53072, Meijer Gas Station #275, Agent: Doug Smith.
- B. Midwest Retail Group One LLC, N64W24925 Main Street, Sussex, WI 53089, 7-Eleven #35844, Agent: Elizabeth Evans.

8. Recommendation and possible action on applications for Dance Licenses July 1, 2020 to June 30, 2021 for the following:

- A. Sussex Bowl – Class A, B & C
- B. Sussex Inn – Class B

9. Recommendation and possible action on applications for Amusement Device Licenses and Arcade License(s) July 1, 2020 to June 30, 2021 for the following:

- A. Belfast Station – 7 permits
- B. Sussex Bowl – 54 permits + Arcade License
- C. Sussex Inn – 8 permits
- D. Rumors Sports Bar & Grill – 9 permits
- E. National Entertainment Network (Meijer Store) – 1 permit
- F. Meijer Stores Limited Partnership – 1 permit

10. Recommendation and possible action on Resolution 20-19 combining wards for the future Elections.

B Public Works Committee. Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.

- 1. Recommendation and possible action on Public Works bills for payment.
- 2. Recommendation and possible action on Resolution accepting the Compliance Maintenance Annual Report.
- 3. Recommendation and possible action on 2021 road program.

6. Staff Reports on upcoming events, projects in process, future agendas and scheduled meetings.

A. Reminder on July Meeting Calendar

7. Comments from citizens present.

8. Old Business.

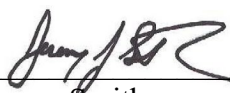
A. Recommendation and possible action on Resolution 20-20 Awarding the Sale of \$8,000,000 General Obligation Street Improvement Bonds, Series 2020A.

B. Recommendation and possible action on Resolution 20-21 Awarding the Sale of \$1,040,000 Sewerage System Revenue Bonds, Series 2020B of the Village of Sussex, Waukesha County, Wisconsin and providing for the payment of the Bonds and other details with respect to the Bonds.

C. Recommendation and possible action on a items pertaining to Vista Run Development property located west of Hwy 164 and south of Silver Spring more specifically part of SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002:

1. Ordinance No. 868 for Land Use amendment from Low Density Single Family Residential, Medium Density Single Family Residential, Recreational to Medium Density Single Family Residential, Single Family Attached and Two Family Residential, Recreational, Agricultural, Environmental Corridor Isolated Natural Resource Area.
 2. Rezone Ordinance No. 864 from CR-1 and RS-3 Single Family Residential District to RS-2 Single Family Residential District, SFRD-3 Single Family Attached District, Park, with Environmental Overlays and Agricultural with a Planned Development Overlay District.
 3. Preliminary Plat.
 4. Developers Agreement.
9. New Business.
 10. Consideration and possible action on resignations and appointments.
 - A. Trustee Plan Commission Appointee
 11. Consideration and possible action on a motion to convene into executive session under Wis. Stats. 19.85(1)(g) when conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved with respect to arbitration with the Town of Lisbon and under 19.85(1)(e) when deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session with respect to a settlement between the Village of Sussex and Town of Lisbon.
 12. Consideration and possible action on items requiring action arising out of the executive session.
 13. Adjournment

Anthony LeDonne
Village President



Jeremy Smith
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may 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
May 26, 2020**

**THIS MEETING WAS HELD VIRTUALLY DUE TO THE GOVERNOR'S EMERGENCY SAFER AT HOME
ORDER DUE TO COVID-19 VIRUS**

1. Roll Call

The meeting was called to order by President LeDonne at 6:02 pm.

Members present: Greg Zoellick, Lee Uecker, Scott Adkins, Ron Wells, Wendy Stallings, Michael Bartzen and President Anthony LeDonne.

Members excused: None

Also present: Administrator Jeremy Smith, Attorney John Macy, Assistant Village Administrator Kelsey McElroy Anderson, Administrative Services Director Samuel Liebert, and members of the Public.

2. Pledge of Allegiance

President LeDonne led the pledge of allegiance.

3. Meeting Minutes

A motion by Stallings, seconded by Bartzen to approve the May 12, 2020 Village Board meeting minutes.

Motion carried 7-0

4. Communications and Public Hearings

Village President Report

President LeDonne stated that on June 2nd from 8:30 am to 4:30 pm, the Village Assessor will be holding office hours at the Civic Center. No appointment is necessary. Public Works Committee will meet on June 2nd at 6:00 pm, with the Finance & Personnel Committee following immediately after. June 3rd the Architectural Review Board will meet at 10:00 am. Board of Review will meet June 4th, 5:00 pm – 7:00 pm.

5. Committee Reports

A. Board of Fire Commissioners

Trustee Uecker stated that board did not meet this month and that they do not have a future meeting scheduled at this time.

B. Community Development Authority

Trustee Stallings stated that the CDA met on the 19th of May.

B.1. Motion by Stallings, seconded by Adkins to approve of the Economic Growth Grant Plus (EGG Plus) program with a commitment of \$50,000.00 and the cap of \$2,000.00 per business.

Motion carried 7-0

C. Park & Recreation Board

Chairman Robert Fourness gave the Village Board an update and report from the May 19th Park & Recreation meeting.

C.1. Motion by Uecker, seconded by Stallings to approve of adding non-resident pricing to all park rentals.

Motion carried 7-0

C.2. Motion by Adkins, seconded by Wells to approve and implement the following policies in regards to rentals and mass gatherings at Village owned park spaces and the Civic Center:

- * Cancel the 4th of July Celebration and Fireworks.
- * All renters must agree to follow the Waukesha County Health Department Mass Gathering Guidelines.
- * All facility rentals will be charged a \$25 fee so that staff can ensure proper sanitation between rentals.
- * Renters will need to sign an agreement to abide by Waukesha County Mass Gathering Guidelines as well as recommendations by CDC and WEDC to maintain social distancing and practice excellent hygiene. If renters violate this policy, it could lead to future rental privileges being revoked.
- * A Rental Space is the defined area of compliance with the Waukesha County Mass Gathering Guidelines.
- * The Recreation Department will begin offering youth and adult programs, as is feasible and interest is significant enough for enrollment starting July 5th.
- * No Senior programming will be offered this summer, to align with Waukesha County Senior Dining program (as is existing procedure).
- * Allow the Toe Nail Trimmers program and the Sussex Farmers Market to operate with a sufficient return to action plan that complies with Waukesha County guidelines
- * Staff to exercise best judgement in the cancellation or re-imagination of summer Village special events.
- * Opening of the splash pad will be discussed in greater detail once we are state licensed.
- * Open the public bathrooms after Memorial Day and hire additional staff to cover an additional cleaning and sanitizing of the bathrooms in the evening. The additional cost is \$3,192.00.

Motion carried 7-0

D. Pauline Haass Library Board

Trustee Zoellick stated that the library is preparing to begin allowing the public back. Limits would be around 106 people. Curb side pick up would still be available.

E. Plan Commission

E.1. Motion by Adkins, seconded by LeDonne to acknowledge the CSM for extra territorial review, Town of Lisbon Lied's property on CTH F and Townline, because the zoning of the land doesn't match the requirements of the boundary stipulations; subject to review by the Village Engineer and Exhibit A; and to accept if an agreement between the Village of Sussex and Township of Lisbon can be made.

Motion carried 7-0

E.2. Motion by Uecker, seconded by Bartzen to approve of the CSM for Maurice and Diane Koch W238N6640 Orchard Drive, subject to temporary termination, is constructed at the end of Orchard Drive for the single-family resident on lot two, reviewed by the Village Engineer, the standard conditions of CSM approval and Exhibit A.

Motion carried 7-0

E.3. Motion by Adkins, seconded by Uecker to approve of the CSM for Harvest View Farms Inc. subject to the approval of a legal non-conforming conditional use, the standard conditions of CSM approval, reviewed by the Village Engineer and Exhibit A.

Motion carried 7-0

E.4. Motion by Adkins, seconded by LeDonne to approve of the Final Plat for Woodland Preserve subject to the Final Plat to include the improvements in outlot two associated with the subdivision and the approval of the Restrictive Covenants, the standard conditions of Plat approval, obligations of the Developers Agreement have been met and any conditions by the Village Engineer and Exhibit A.

Motion carried 7-0

F. Public Safety and Welfare

Trustee Stallings stated that the committee did not meet in the month of May. The next scheduled meeting will take place in June.

6. Staff Reports

Mrs. McElroy-Anderson stated that Main Street work should be completed soon. Maple Ave, south, will be paved starting June 3rd. As a reminder, saw cutting is necessary. This is a very loud process. We are sending a letter to all residents affected by this process to notify them of the work. The Villas and Sussex Preserve will also receive letters this week informing them of changes in traffic patterns. Staff has also been busy with working on the new website. The website and new recreation software will launch in July.

Mr. Smith stated that Dunkin Donuts is submitting their plans to the next Plan Commission meeting. The location will be next to Taco Bell. The Yard Waste Site was closed over Memorial Day weekend and will reopen this weekend. Day Camp will also take place this summer.

Mr. Macy had nothing to report.

Mr. Liebert stated that the next election is August 11th and that staff are already preparing for that. The Wisconsin Election Commission met to discuss how to spend federal dollars to assist clerks with upcoming elections. The WEC plans to send absentee ballot applications to all registered voters. Property tax payments for the final payment are due May 31st. Liquor licenses are due soon for businesses. There is also a pending appeal coming up for the Zoning Board of Appeal.

7. Comments from Citizens Present

Jim Stone, W234N6818 Salem Dr – Asked if the yard waste letter or pass could have information placed on them in relation to Memorial Day and holiday closings.

8. Old Business

8.A. Motion by Bartzen, seconded by Uecker to approve of the settlement in regards to the Real Property Health Settlement and Release.

Motion carried 7-0

9. New Business

9.A. Motion by Uecker, seconded by Wells to approve the Policy with regards to Ace purchases, and capping annual purchase to \$12,500.

A roll call vote was taken.

Adkins – Nay
Bartzen – Aye
Stallings – Aye
Uecker – Aye
Wells – Aye
Zoellick – Aye
LeDonne – Abstained

The vote was 5-1-1.

The motion carried.

10. Consideration on resignation and appointments

10.A. Motion by LeDonne, seconded by Wells to appoint Trustee Greg Zoellick to the Plan Commission.

A roll call vote was taken.

Adkins – Nay
Bartzen – Nay

Stallings – Nay
Uecker – Nay
Wells – Aye
Zoellick – Aye
LeDonne – Aye

The vote was 3-4.

The motion failed.

Per village ordinance, members appointed to the Plan Commission require a 2/3 vote for approval.

10.B. Motion by LeDonne, seconded by Zoellick to approve Citizen Committee Appointments to the Architectural Review Board (Mike Knapp, Gary Foxe), Community Development Authority (Jim Stone), Finance and Personnel Committee (Ben Jarvis), Park and Recreation Board (Chuck Vojtas), Plan Commission (Mike Knapp, Jim Muckerheide) and Public Works Committee (Keith Marcano), per the memo provided by President LeDonne.

A roll call vote was taken.

Adkins – Nay
Bartzen – Aye
Stallings – Nay
Uecker – Nay
Wells – Aye
Zoellick – Aye
LeDonne – Aye

The vote was 4-3.

The motion carried.

11. Adjournment

Trustee Bartzen asked that a future agenda item be looked into which could allow restaurants to utilize their parking lots for additional outdoor seating.

Motion by Zoellick, seconded by LeDonne to adjourn at 7:44 pm.

Motion carried 7-0

Respectfully submitted,

Samuel Liebert
Administrative Services Director, Clerk/Treasurer

NOTICE OF PUBLIC HEARING
VILLAGE OF SUSSEX

TAKE NOTICE that the Village Board of the Village of Sussex, Waukesha County, Wisconsin, will hold a public hearing on Tuesday, June 9, 2020 at 6:00 p.m. This meeting will be held virtually due to the governor's emergency safer at home order due to covid-19 virus. This meeting can be accessed in one of the following ways:

1. By calling 1 312-626-6799 and entering meeting id: 975 3641 7584 the meeting materials will be available at www.villagesussex.org and during the meeting by watching channel 25 the village's cable channel on spectrum cable.
2. Clicking the following link: <https://zoom.us/j/97536417584>. Please note that should the Government Order be adjusted to support in person meetings the Village may choose to hold the meeting in person at the Civic center at the same time as listed in this notice. Notice of this change to an in person meeting if made will be posted on the Village website at least 48 hours prior to the meeting. The in person meeting would be held at the Sussex Civic Center N64W23760 Main Street, Sussex. The public hearing is to hear comments from citizens on an Ordinance to amend to the Village's 2040 Land Use Map a component of the 2040 Comprehensive Plan.

The proposed Ordinance amendment would change the Land Use Map for the property located south of Silver Spring Road and west of Hwy 164 more specifically portion of SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002 as follows:

FROM: The approximately 176 acres of the subject properties are currently classified on the Land Use Map as the following:

Low Density Single Family Residential,
Medium Density Single Family Residential
Recreational

TO: The approximately 176 acres of the subject properties would be classified on the Land Use Map as the following:

Medium Density Single Family Residential
Single Family Attached and Two Family Residential
Recreational
Agricultural
Environmental Corridor
Isolated Natural Resource Area

A map showing the current 2040 land use classification and a map showing the proposed land use classification for the property are available on the Village website www.villagesussex.org. This hearing shall be public and citizens and persons of interest shall then be heard.

By Order of the Village Board
Sam Liebert
Clerk-Treasurer

Publish: 5/6

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

ORDINANCE NO.

AMENDMENT #2 of the 2040 COMPREHENSIVE PLAN
OF THE VILLAGE OF SUSSEX, WISCONSIN
AND SPECIFICALLY THE LAND COMPONENT OF THE SAME

WHEREAS: the Village Board is authorized by state law to adopt and amend a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes; and

WHEREAS: the Village Board for the Village of Sussex is authorized to make changes to the adopted Comprehensive Plan upon recommendation of the Village Plan Commission; and

WHEREAS: the Plan Commission reviewed the amendment to the land use map a component of the comprehensive plan to change the Land Use classification for the properties located at south of Silver Spring Road and west of Hwy 164 more specifically SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002 as follows:

FROM: The approximately 176 acres of the subject properties are currently classified on the Land Use Map as the following:

Low Density Single Family Residential,
Medium Density Single Family Residential
Recreational

TO: The approximately 176 acres of the subject properties would be classified on the Land Use Map as the following:

Medium Density Single Family Residential
Single Family Attached and Two Family Residential
Recreational
Agricultural
Environmental Corridor
Isolated Natural Resource Area

WHEREAS: the Plan Commission made a finding the proposed amendment is consistent with the spirit and intent of the comprehensive plan.

WHEREAS: the Village Plan Commission, by a majority vote, adopted resolution #19-24 a copy of which is on file with the Village Clerk's office, recommending to the Village Board an amendment to the land use map which is a component of the comprehensive plan; and

WHEREAS: the Village Board conducted a public hearing on January 14, 2020 regarding the proposed amendment in compliance with the requirements of section 66.1001(4)(d) of the Wisconsin Statutes; and

WHEREAS: the Village Board of the Village of Sussex, having carefully reviewed the recommendation of the Village Plan Commission, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration of the plan components, as may be herein amended, relating to issues and opportunities, housing transportation,

utilities and community facilities, agricultural, natural and cultural resources, economic development, inter governmental cooperation, land-use, and implementation has determined that the comprehensive plan dated March 25, 2003, as herein amended, will serve the general purposes of guiding and accomplishing a coordinated, adjusted and harmonious development of the Village of Sussex which will, in accordance with existing and future need, best promote public health, safety, morals, order convenience, prosperity and general welfare, as well as efficiency and economy in the process of development.

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

SECTION 1. FINDINGS

The Village Board makes the following finding relating to the plan amendment:

1. The subject property to be reclassified on the land use map is appropriate to be reclassified to the proposed land use classification due to the size and location of the property
2. The proposed amendment is consistent with the spirit and intent of the comprehensive plan.

SECTION 2. AMENDMENT

The Village of Sussex's comprehensive plan is hereby amended to change the land use classification of property located at south of Silver Spring Road and west of Hwy 164 more specifically SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002 as follows:

FROM: The approximately 176 acres of the subject properties are currently classified on the Land Use Map as the following:

Low Density Single Family Residential,
Medium Density Single Family Residential
Recreational

TO: The approximately 176 acres of the subject properties would be classified on the Land Use Map as the following:

Medium Density Single Family Residential
Single Family Attached and Two Family Residential
Recreational
Agricultural
Environmental Corridor
Isolated Natural Resource Area

SECTION 3. DISTRIBUTION OF RECOMMENDED AMENDMENT

The Village Administrator is directed to send a copy of this ordinance to the following along with an explanatory cover letter:

1. Clerk of each adjoining municipality;
2. County Clerk of the Waukesha County Administration Center, 1320 Pewaukee Road, Room 120; Waukesha, WI 53188;
3. Executive Director of the Southeast Wisconsin Regional Planning Commission; P.O. Box 1607 Waukesha, WI 53188;
4. Director; Waukesha County Department of Parks and Land Use; 515 W. Moreland Blvd Waukesha, WI 53188;
5. Wisconsin Department of Administration, Comprehensive Planning Program, 101 E. Wilson Street, 9th Floor Madison, WI 53703;

6. Pauline Haass Public Library N64W23820 Main Street, Sussex, WI 53089

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

Dated this _____ day of _____, 2020.

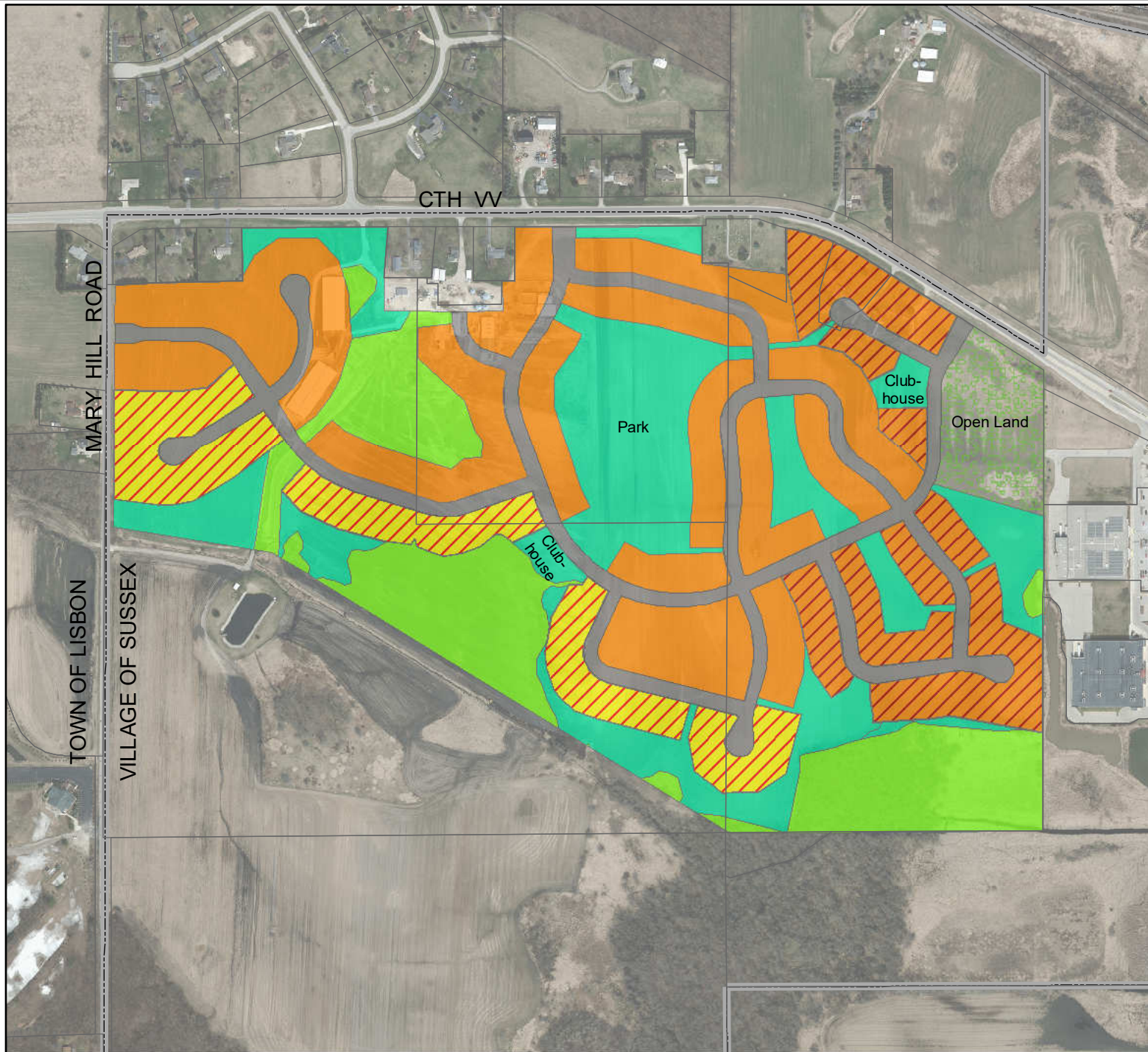
VILLAGE OF SUSSEX

Gregory L. Goetz, Village President

ATTEST:

Sam Liebert, Village Clerk-Treasurer









Approved by a vote of _____ ayes _____ nays.



Vista Run Proposed Landuse

Date: 1-30-20

Legend

-  Agriculture
-  Low Density Single-Family Residential
-  Single-Family Attached and Two-Family Residential
-  Medium Density Single-Family Residential
-  Recreational
-  Secondary Environmental Corridor
-  Streets and Highways
-  Civil Division



0 300 600 1,200



Feet

NOTICE OF PUBLIC HEARING
VILLAGE OF SUSSEX

TAKE NOTICE that the Village Board of the Village of Sussex, Waukesha County, Wisconsin, will hold a public hearing on June 9, 2020, at 6:00 p. m. This meeting will be held virtually due to the governor's emergency safer at home order due to covid-19 virus. This meeting can be accessed in one of the following ways:

1. By calling 1 312-626-6799 and entering meeting id: 975 3641 7584
the meeting materials will be available at www.villagesussex.org and during the meeting by watching channel 25 the village's cable channel on spectrum cable.

2. Use the following link: <https://zoom.us/j/97536417584>

Please note that should the Government Order be adjusted to support in person meetings the Village may choose to hold the meeting in person at the Civic center at the same time as listed in this notice. Notice of this change to an in person meeting if made will be posted on the Village website at least 48 hours prior to the meeting. The in person meeting would be held at the Sussex Civic Center N64W23760 Main Street, Sussex.

The meeting is to hear comments from citizens on the following:

An ordinance to rezone property west of Hwy 164 and south of Silver Spring Rd more specifically part of SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002, approximately 176 acres with a current zoning of CR-1 and RS-3 Single Family Residential District
Rezone to: RS-2 Single Family Residential District, SFRD-3 Single Family Attached District, Park, with Environmental Overlays and Agricultural with a Planned Development Overlay District.

The Petitioner is Neumann Developments Inc.

A copy of the petition, map and proposed ordinance are available for review on our website at www.villagesussex.org. For more information contact Kasey Fluett, Assistant Development Director at 262-246-5200.

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

By Order of the Village Board
Sam Liebert
Village Clerk-Treasurer

PUBLISH: 5/20 & 5/27

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

ORDINANCE NO. _864_____

AN ORDINANCE TO CONDITIONALLY REZONE
CERTAIN LANDS IN THE VILLAGE OF SUSSEX FROM
CR-1 AND RS-3 SINGLE FAMILY RESIDENTIAL DISTRICT
TO
RS-2 SINGLE FAMILY RESIDENTIAL DISTRICT,
SFRD-3 SINGLE FAMILY ATTACHED DISTRICT, PARK, WITH ENVIRONMENTAL
OVERLAYS AND AGRICULTURAL WITH A
PLANNED DEVELOPMENT OVERLAY DISTRICT

WHEREAS: A petition has been filed by Neumann Development Inc. on behalf of the property owners Hickory Hill Farms Inc. (“Petitioner”) of certain lands in the Village of Sussex to rezone said properties as described in Exhibit A attached hereto and incorporated herein (“Subject Properties”); and

WHEREAS: Said rezoning petition was submitted to rezone the subject properties to RS -2 Single Family Residential District, SFRD-3 Single Family Attached District, Park, with Environmental Overlays, and Agricultural with a Planned Development Overlay District described on Exhibit A-1; and

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

WHEREAS: Upon due notice as required by Section 17.1300 of the Village Code, the Village Board held a public hearing on June 9, 2020, as required by Section 17.0435(C)(4) of the Village Code; and

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

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

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

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

WHEREAS: The Village of Sussex has reviewed the basis for approval of the petition described in Section 17.0435(D) of the Village Code, and concurs with the Village Plan Commission, and makes the same findings, subject to all terms and conditions of this zoning ordinance being duly satisfied as required herein; and

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

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

SECTION 1: The subject property as described on **Exhibit A** is hereby rezoned to Rs-2 Single Family Residential District (Approximately 63 acres), SFRD-3 Single Family Attached District (Approximately 18 acres), Agricultural/Open Space (Approximately 6.5 Acres) Park (Approximately 62 Acres), with Approximately .54 acres of Isolated Natural Resources Overlay and 16.5 acres of Secondary Environmental Overlay and within a Planned Development Overlay District, and the Zoning Map of the Village of Sussex is hereby amended, subject to the terms and conditions described herein.

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

1. Presentation Compliance. The subject property must be developed in substantial conformity with the plans presented to the Plan Commission on June 18, 2019 and November 19, 2019 and February 18, 2020 in substantial conformity with the presentation at the public hearing at the Village Board on June 9, 2020 as presented shall be attached hereto and incorporated herein as **Exhibit B**.
2. Preliminary and Final Plat Conditions. The Petitioner shall submit and receive all necessary approvals for a preliminary plat and a final plat, and shall satisfy all conditions of the same.

3. Lot Sizes and Setbacks.

A. There will be 3 single family detached style areas within the PDO RS-2 zoning:

1. Estate Lots (38 lots), lot sizes will not be less than 15,000 square feet with a minimum lot width not less than 90 feet. The setbacks for this lot style shall be 25 feet front yard, 12.5 feet side yard and 25 feet rear yard.
2. Residential Lots (70 lots), lot sizes will not be less than 12,000 square feet with a minimum lot width not less than 75 feet. The setbacks for this lot style shall be 25 feet front yard, 10 feet side yard and 25 feet rear yard.
3. Villa Lots (98 lots), lot sizes will not be less than 10,000 square feet with a minimum lot width not less than 65 feet. The setbacks for this lot style shall be 20 feet front yard, 7.5 feet side yard and 20 feet rear yard.

The location of these lot styles shall remain consistent with the plans presented, but the number of the exact lots in each type may be adjusted with permission of the Village Administrator (which may or may not be granted) by not more than 3 lots of any one type (Estate, Residential, or Villa).

B. There will be 2 single family attached style areas within the PDO SFRD-3 zoning:

1. Two- Family Condominium (58 condo units and a condo clubhouse) with shared common areas where the lots are greater than an acre and the building setbacks are 20 feet front yard, 20 feet building to building and 25 feet rear yard.
2. Townhomes (30 home units in 3 buildings of 4 townhome units each and 9 buildings of 2 townhome units each) with shared common area, and setbacks of 20 feet front yard, 20 feet building to building and 25 feet rear yard.

C. All of these home/unit locations and layouts as presented shall be attached hereto and incorporated herein as **Exhibit B**.

3. Phasing Plan. For purposes of the Village's Phasing Ordinance under 18.0902 Outlots 4, 5, and 7 shall be considered one development, Outlots 10, 11, 12, 14, and 15 shall be considered one development, and the remaining single family detached lots shall be considered a development such that each may develop in conjunction with each other without limiting each other groups development capabilities.

4. Road Width and Length. The Public Road widths shall be 33' measured back of curb to back of curb. The Plan Commission and Village Board find that this width is appropriate to provide safe and convenient access in accordance with this neighborhood plan, 18.0701 18.0703 of the Village Code.
5. Special Assessment. The payment of outstanding special assessments owed on this property must be paid in full prior to starting any site work.
6. Construction Sequencing Plan. Subject to the Developer submitting to and receiving approval from the Village Engineer a construction sequencing plan to ensure safe and adequate construction development of the site for public safety access, utility development, and customer access at all times. Because of the size of this development and the requirement to preserve public safety while this development is phased in there shall be established in the first phase of development a roadway pattern that has two access points to the existing public roadway system.
7. Housing Monotony Clause. As required in the Village Design Standards and Chapter 17 Section 17.1002 (B)(2), no single family detached building shall be permitted that design or exterior appearance of which is so identical to a building on lots within 500 feet of each other that it creates monotony or drabness.
8. Required Plans and Engineer Satisfaction. Subject to the Petitioner submitting to and receiving written approval from the Village Plan Commission of all of the following plans for the entire subject property, prior to the rezoning ordinance taking effect. Said plans shall satisfy all comments, conditions, and concerns of the Village Engineer.
 - A. Utility Plans for the entire site including any necessary utility extensions or oversizing necessary to properly connect the development site's utilities with the Village system. Including, but not limited to:
 1. Sewer System Plans
 2. Water System Plans including the water loop along Main Street looping into Big Sky Drive.
 3. Storm water Management Plans with the appropriate maintenance requirements and outlots. The outlots for the stormwater ponds shall be owned by the Village.
 - B. Master Street Lighting Plan for the entire site.
 - C. Sidewalk and Path Plan for the entire site shown on the plat including location, width, and materials of the sidewalks. Sidewalk shall be established along the entirety of Silver Spring/CTH VV/Main Street and along Maryhill Road to the UnNamed Creek Crossing to the point where it connects with the path along said Creek. Developer shall establish a path along the length of Outlot 16. Sidewalks shall be on one side of all non cul-de sac roads internal to the subdivision.

D. Street Tree Plan for the entire site, which shall be planted by the Developer per each phase no later than 12 months from the date of approval of that corresponding Final Plat/Condo Plat within the optimal spring or fall planting season.

E. Landscape plan for common areas including necessary easements for ongoing maintenance by homeowners association as may be appropriate. In particular a specific plan for buffering the homes/units along Main Street.

F. Tree Mitigation and Preservation Plan and payment of any fees associated with said plan, and the proper deed restriction in a form approved by the Village Attorney being placed against said lots where the trees and soil are to be left preserved according to said plan.

G. Street plans including Highway VV Plans and any necessary approvals from Waukesha County for the access points and improvements necessary to gain access for the same.

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

and the same is deemed not to have been approved, and the Petitioner will therefore need to re-commence the application process for rezoning of the property.

14. One Year to Satisfy Conditions. Subject to the petitioner satisfying all of the aforementioned conditions within one year of the Village Board adopting this conditional rezoning ordinance. The Village Board may grant additional time solely at the discretion of the Village Board upon request for an extension by the Developer.

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

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

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

Dated this _____ day of _____, 2020.

VILLAGE OF SUSSEX

Gregory L. Goetz
Village President

ATTEST: _____
Sam Liebert
Village Clerk-Treasurer

Published and/or posted this _____ day of _____, 2020.

August 2, 2019

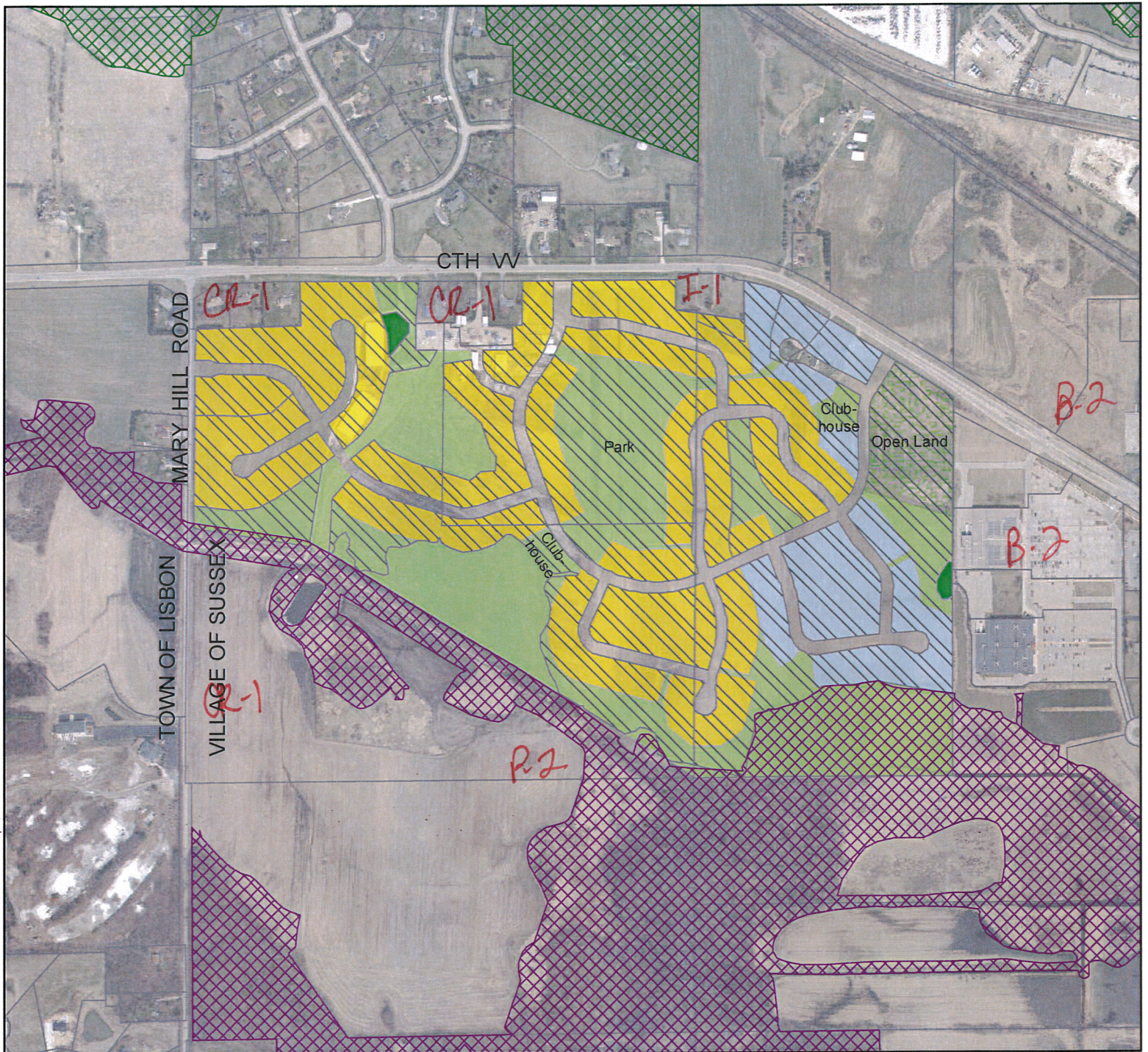
Project No. NEUMA-149103

Proposed Legal Description

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4, and Northwest 1/4 of the Southeast 1/4 of Section 21, and the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin more fully described as follows:

Beginning at the North 1/4 corner of said Section 28; thence South 00°31'46" East along the East line of the Northwest 1/4 of said Section 28, a distance of 185.69 feet to the centerline of an unnamed creek; thence the following eight courses along the centerline of the unnamed creek, North 68°52'57" West, 32.73 feet; thence North 47°32'38" West, 70.10 feet; thence North 52°27'32" West, 756.12 feet; thence North 58°21'34" West, 1116.35 feet; thence North 59°05'54" West, 430.52 feet; thence North 71°52'37" West, 21.78 feet; thence North 80°27'05" West, 536.46 feet; thence North 89°46'14" West, 83.14 feet to the West line of the Southwest 1/4 of Section 28; thence North 00°24'29" East along said West line 1088.38 feet; thence North 88°25'29" East, 578.46 feet to the East line of Lot 1 of Certified Survey Map No. 5531; thence North 01°34'31" West along said East line 225.70 feet to the Southerly right-of-way of C.T.H. "VV", being 65.05 feet South of the Wisconsin Department of Transportation Reference Line; thence North 89°49'15" East along said Southerly right-of-way line 620.36 feet; thence South 04°56'41" West, 210.80 feet; thence South 00°09'31" East, 143.43 feet; thence North 89°50'29" East, 501.35 feet; thence North 00°09'31" West, 125.00 feet; thence North 89°50'29" East, 54.17 feet; thence North 00°09'31" West, 228.59 feet to the southerly right-of-way of C.T.H. "VV", being 65.05 feet South of the Wisconsin Department of Transportation Reference Line; thence North 89°49'15" East along said Southerly right-of-way line 797.02 feet; thence South 00°22'15" West, 158.20 feet; thence North 89°38'41" East, 115.50 feet; thence South 00°22'15" West, 52.42 feet; thence South 65°27'29" East, 270.22 feet; thence North 00°50'35" West, 315.47 feet to the Southerly right-of-way line of CTH VV; thence Southeasterly 350.81 feet along said right-of-way line and the arc of a curve to the right, with a radius of 894.93 feet whose chord bears South 69°14'33" East, 348.57 feet; thence South 58°00'45" East continuing along said Southerly right-of-way line 907.81 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of said Section 21; thence South 00°10'25" West along said East line 1,956.02 feet to the South line of said Southeast 1/4; thence South 89°45'15" West along said South line 1,346.49 feet to the point of beginning.

Said lands contain 7,775,690 square feet (178.50 acres).



Vista Run Proposed Zoning

Date: 2-12-20

Legend

-  Agriculture
-  Single-Family Residential (Rs-2)
-  Single-Family Attached (SFRD-3)
-  Park (P-1, P-2)
-  Planned Development Overlay (PDO)
-  Isolated Natural Area (INRA)
-  Primary Environmental Corridor
-  Secondary Environmental Corridor



0 300 600 1,200



Feet



REZONING PETITION

TO: The Honorable President and Members of the Village Board for the Village of Sussex

I (we), the undersigned, being the owner(s) of all the area herein described, hereby petitions the Village Board of the Village of Sussex, Wisconsin, to rezone the following described property:

Address: N67W25727 Silver Spring Dr (Approximately 176 Acres)
(Please attach a legal description)

Current zoning: Conservancy Residential (CR-1) & Single-Family Residential (Rs-3)

Requested zoning: Rs-2 and SFRD-3 w/PDO Overlay

Purpose of rezoning:

To facilitate the concept plan and preliminary plat approval of the development.

Please provide the following:

Site Plan/Survey/Plot Plan, drawn to scale of one inch equals one hundred (100) feet, showing the area to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts and the location and existing use of all properties within two hundred (200) feet of the area proposed to be rezoned.

Needed at time of submittal:

Rezoning application fee of \$500.00

Owner, Agent or Attorney

N27W24025 Paul Ct, Suite 100,
Pewaukee, WI 53072

Address, City, St & Zip

Owner, Agent or Attorney

Address, City, St & Zip

Contact Name : Neumann Developments Inc. – Bryan Lindgren

Address: Same as above

Phone #: 262-542-9200

E-mail: blindgren@neumanncompanies.com

For office use only

Payment received: _____

Plan Commission recommendation: _____

Date filed with Village Clerk: _____

Publish dates: _____

Public Hearing date: _____

Village Board date: _____



Narrative in Support of Petition for Planned Unit Development Overlay District (PDO)

Vista Run

Neumann Developments, Inc. proposes a residential development known as Vista Run on an approximately 176 acre site located along Silver Spring Drive on the western edge of the Village of Sussex. The materials presented herewith are in support of a planned development overlay district designation for the project. The general characteristics of the proposed development are as follows:

- Total Area = 176 Acres
- Open Space = 62 Acres
 - Central Park = 12 Acres
 - Passive Use Areas = 50 Acres
- Open Lands (available for future development) = 6.5 Acres
- Net Area = 107.5 Acres

	Existing Rs-2 Zoning	Proposed Rs-2 Planned Development Overlay		
		Estate Lots	Residential Lots	Villa Lots
Min. Lot Area (SF)	20,000	15,000	12,000	10,000
Min. Lot Width (Feet)	100	90	75	65
Front Setback (Feet)	40	25	25	20
Side Setback (Feet)	20	12.5	10	7.5
Rear Setback (Feet)	25	25	25	20

	Existing SFRD-3 Zoning	Proposed SFRD-3 Planned Development Overlay		
			Two-Family Condominium	Townhome
Min. Lot Area (SF)	20,000		N/A	N/A
Min. Lot Width (Feet)	120		N/A	N/A
Front Setback (Feet)	30		20	20
Side Setback (Feet)	30		20 (bldg to bldg)	20 (bldg to bldg)
Rear Setback (Feet)	25		25	25



Application of the planned development overlay district designation is appropriate in this development to coordinate the area site planning, providing attractive open spaces, diversified housing, and economical and efficient design. Secondly, there are a number of housing and residential initiatives detailed in the Master Plan. They each recognize that the Village of Sussex is essentially surrounded by a number of existing communities and its borders are fixed. The growth that can be anticipated is based on a limited supply of land. The plan asserts that the future growth potential should be directed in a way that affords a number of housing options within the single family category. As housing develops away from the center of the Village, clustered subdivisions to minimize impact on the community's rural character and sensitive land are to be encouraged. The lot density should not jeopardize the health and safety or physically negatively effect surrounding manmade and natural environments. If there are subdivisions proposed in natural resource areas, they should be designed in a way to preserve those portions of the land that are suitable to be preserved while maintaining the objective of facilitating growth needs for the future given the finite availability of future lands for development.

The PDO as sought proposes two zoning classifications, with five distinct lot area requirements, as indicated in the attached concept plan. All single-family residential units would be classified under an Rs-2 Single-Family zoning, as indicated in the attached proposed zoning plan. 38 lots would consist of an area no less than 15,000 SF with a minimum lot width of 90 feet (to be known as "Estate lots"), versus an Rs-2 Single-Family zoning district with an area no less than 20,000 SF and a minimum lot width of 100 feet. 70 lots would be known as "Residences lots" and consist of an area no less than 12,000 SF with a minimum lot width of 75 feet. 98 lots would be known as "Villa lots" and consist of an area no less than 10,000 SF with a minimum lot width of 65 feet.

All multi-unit home options, as indicated in the concept plan, would be condominiums classified under an SFRD-3 zoning, as indicated in the proposed zoning plan. Lot area requirements within this zoning district would vary based on two different housing types: two-family ranch style condominium homes and townhomes. There would be a total of 12 townhome buildings with a total of 30 townhomes and 29 total duplex ranch style condominium buildings for a total of 58 duplex units.

In all instances, the effect of the PDO changes are to accomplish the following:

- A. Maximize the preservation area. By reducing the building pad by bringing the homes closer together and forward on the lot, we expand and enhance the availability of lands suitable for preservation. As a result, over one third of the site would be held in preservation lands. This balances growth with protecting the environmental features. Sidewalks and trails installed throughout the development would create a walkable and connected neighborhood, as well as make the open spaces more accessible to all.



- B. Efficiently design the site providing varied lot sizes throughout the development. The greater variation in sizes will ensure the neighborhood does not feel monotonous and allows for increased flexibility in the site's design, thus allowing for a greater amount of open space available to the public for active and passive activities.
- C. Economically design the site providing a diversity of housing options. By offering a wide range of lot sizes in this neighborhood, lot and home prices can appeal to a wider range of future home buyers with different budgets and lifestyles, from entry-level to down-sizers to move-up buyers.

We estimate that home and lot packages in this neighborhood would range from \$325,000 to \$600,000 and generate approximately \$121,000,000 in estimated value once fully improved.

Deed Restrictions would be put on record to ensure high quality development, and provide an enforcement mechanism to protect the preservation areas as well as compliance with other deed restrictions that are placed of record as approved by the Village. Individual home and lot packages would be developed pursuant to those deed restrictions. Those deed restrictions would be in excess of the finished living area minimums in the underlying zoning districts.

The storm water features are easily accessible from the ROW and would be transferred to the Village to be maintained in the future. The proposed plat identifies all open space and areas intended to be reserved and/or dedicated for public use. Proposed public streets are suitable and meet the minimum standards and administrative regulations of the Village.

There are no architectural plans, elevations, or prospective drawings associated with the design and character of the proposed residential lots.

In summary, the proposed planned development overlay district is consistent in all respects with the intent and purpose of the PDO zoning as well as the comprehensive plan in that it identifies and preserves lands that contain natural resource features and woodlands as well as provides diversified housing using economical and efficient design. The cluster type development minimizes intrusions within those areas, provides for adequate drainage for surface and storm water, and is accessible by public utilities.

Sincerely,


Bryan Lindgren

REVISED THIS 7TH DAY OF FEBRUARY, 2020
REVISED THIS 27TH DAY OF JANUARY, 2020
DATED THIS 7TH DAY OF NOVEMBER, 2019

OWNER: MIDWEST
EXPANSION SUSSEX LLC

LOT 1
CSM #10524


OUTLOT 1
GSM #10524
SS: B-2



0.81' UNPLATTED

PROJECT NEUMA #149103

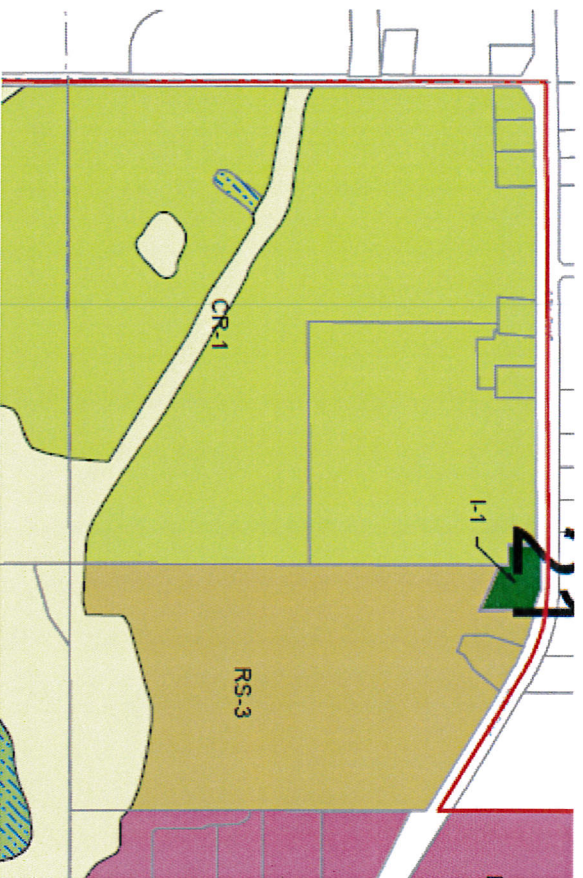
SCALE: 1" = 150'



A horizontal graphic scale bar with alternating black and white segments. It is marked with the numbers 0, 75, 150, and 300, representing feet.

SHEET 1 OF 6

CURRENT ZONING MAP



Legend	
	FLOODWAY (F-1)
	FLOODPLAIN CONSERVANCY (F-2)
	FLOODPLAIN FRINGE OVERLAY (FFO)
	LOWLAND CONSERVANCY OVERLAY (LCO)
	UPLAND CONSERVANCY OVERLAY (UCO)
	PLANNED DEVELOPMENT OVERLAY (PDO)
	SECONDARY ENVIRONMENTAL CORRIDOR (SEC)
	ISOLATED NATURAL RESOURCE AREA (INRA)
	CONSERVANCY RESIDENTIAL (CR-1)
	TRADITIONAL SUBURBAN SINGLE-FAMILY RESIDENTIAL DISTRICT (TS-1)
	SINGLE-FAMILY RESIDENTIAL (R-1)
	SINGLE-FAMILY RESIDENTIAL (R-2)
	SINGLE-FAMILY RESIDENTIAL (R-3)
	SINGLE-FAMILY RESIDENTIAL (R-4)
	SINGLE-FAMILY ATTACHED
	RESIDENTIAL DISTRICT (SFRD-3)
	TWO-FAMILY RESIDENTIAL (Rd-1)
	TWO-FAMILY RESIDENTIAL (Rd-2)
	MULTI-FAMILY RESIDENTIAL (Rm-1)
	NEIGHBORHOOD BUSINESS (B-1)
	REGIONAL BUSINESS (B-2)
	HIGHWAY BUSINESS (B-3)
	CENTRAL MIXED USE BUSINESS (B-4)
	BUSINESS PARK DISTRICT (BP-1)
	OFFICE PARK DISTRICT (OP-1)
	INDUSTRIAL (M-1)
	QUARRY (Q-1)
	INSTITUTIONAL (I-1)
	PARK (P-1, P-2)



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5211
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

MEMORANDUM

To: Village Board
From: Sam Liebert, Administrative Services Director, Clerk-Treasurer
Re: Village Board Meeting- June 9, 2020
Date: June 5, 2020

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

4.B.1. Hold and open Public Hearing for Ordinance No. 868 for Land Use amendment from Low Density Single Family Residential, Medium Density Single Family Residential, Recreational to Medium Density Single Family Residential, Single Family Attached and Two Family Residential, Recreational, Agricultural, Environmental Corridor Isolated Natural Resource Area for the property located west of Hwy 164 and south of Silver Spring more specifically part of SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002. Anyone wishing to speak, please speak at the podium. Please state your name and address for the record.

4.B.2. Hold and open Public Hearing for Rezone Ordinance No. 864 from CR-1 and RS-3 Single Family Residential District to RS-2 Single Family Residential District, SFRD-3 Single Family Attached District, Park, with Environmental Overlays and Agricultural with a Planned Development Overlay District for the Vista Run Development on property located west of Hwy 164 and south of Silver Spring more specifically part of SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002. Anyone wishing to speak, please speak at the podium. Please state your name and address for the record.

5.A. Finance and Personnel Committee report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

5.A.1. The Finance and Personnel Committee recommends approval of the May Check Register and P-card Statement in the amount of \$2,019,089.28. Please see the disbursement summary and registers for additional information.

5.A.2. The Finance and Personnel Committee recommends approval of the May Ace Hardware purchases in the amount of \$205.09. Please see the disbursement summary for additional information.

5.A.3. The Finance and Personnel Committee recommends approval of a Combination Class “B” Retail License for the Sale of Fermented Malt Beverages & “Class B” Retail License for the Sale of Intoxicating Liquors July 1, 2020 to June 30, 2021 to Helen & Quintin LLC, W232N6368 Waukesha Ave, Sussex, WI 53089, Rumors Sports Bar & Grill, Agent: Quintin M. Christensen. The applicant had to apply for a new license instead of a renewal, due to a change in ownership and the way the business was structured.

5.A.4. The Finance and Personnel Committee recommends approval of a Combination Class “B” Retail License for the Sale of Fermented Malt Beverages & “Class B” Retail License for the Sale of Intoxicating Liquors July 1, 2020 to June 30, 2021 to the following:

A. Russell Restaurant Group LLC, N64W23246 Main Street, Sussex, WI 53089, Belfast Station, Agent: Bruce Russell.

B. Sussex Bowl Inc., N64W24576 Main Street, Sussex, W 53089, Sussex Bowl, Agent: Stephen M. Hoehnen.

C. Fotron Corp, N64W23300 Main Street, Sussex, WI 53089, Sussex Inn, Agent: David A. Foti.

D. Ichiban Sussex WI LLC, N64W24838 Main Street, Ste. 7, Sussex WI 53089, Ichiban Sushi & Steak House, Agent: Chuan Qing Dong.

5.A.5. The Finance and Personnel Committee recommends approval of 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, 2020 to June 30, 2021 to the following:

A. Navaab LLC, N64W24310 Main Street, Sussex, WI 53089, Sussex Liquor Mart, Agent: Paviter Sangha.

B. Ultra Mart Foods LLC, P. O. Box 305103 Nashville TN 37230 for Pick ‘n Save #6380, N65W24838 Main Street, Sussex, WI 53089, Agent: Michelle Oster.

C. The Main Street Pig Inc., N63W23735 Main Street, Sussex, WI 53089, Piggly Wiggly, Agent: Dennis R. Lipofski.

D. Meijer Stores Limited Partnership, N51W24953 Lisbon Rd, Pewaukee, WI 53072, Meijer Store #275, Agent: Doug Smith.

E. AM Sussex Inc, W232N6116 Waukesha Ave., Sussex, WI 53089, Sussex Mobil, Agent: Tadbir Dran.

5.A.6. The Finance and Personnel Committee recommends approval of a Combination Class “A” Retail License for the Sale of Fermented Malt Beverages & “Class A” Retail License for the Sale of Intoxicating Liquors to TES-TFS, LLC, N63W23735 Main Street, Sussex, WI 53089, Piggly Wiggly, Agent: Ted Schelonka conditioned upon the surrender of the license by Main Street Pig Inc. for said premise and at such date as TES-TFS, LLC takes ownership of the business at said premise through June 30, 2021. Under state law, the same location cannot have more than one liquor license approved to it.

5.A.7. The Finance and Personnel Committee recommends approval of a Class “A” Retail License for the Sale of Fermented Malt Beverages and Cider July 1, 2020 to June 30, 2021 to the following:

A. Meijer Stores Limited Partnership, N51W24847 Lisbon Rd, Pewaukee, WI 53072, Meijer Gas Station #275, Agent: Doug Smith.

B. Midwest Retail Group One LLC, N64W24925 Main Street, Sussex, WI 53089, 7-Eleven #35844, Agent: Elizabeth Evans.

5.A.8. The Finance and Personnel Committee recommends approval of Dance Licenses July 1, 2020 to June 30, 2021 for the following:

- A. Sussex Bowl – Class A, B & C
- B. Sussex Inn – Class B

5.A.9. The Finance and Personnel Committee recommends approval Amusement Device Licenses and Arcade License(s) July 1, 2020 to June 30, 2021 for the following:

- A. Belfast Station – 7 permits
- B. Sussex Bowl – 54 permits + Arcade License
- C. Sussex Inn – 8 permits
- D. Rumors Sports Bar & Grill – 9 permits
- E. National Entertainment Network (Meijer Store) – 1 permit
- F. Meijer Stores Limited Partnership – 1 permit

Please see the attached memo for additional information on licenses.

5.A.10. The Finance and Personnel Committee recommends approving Resolution 20-19 combining wards for the future Elections. Due to the recent annexation of the Vodicka property, we are required to create a new ward and combine with existing Reporting Units. Deputy Clerk, Linda Steinmetz, is available for questions.

5.B. Public Works Committee report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

5.B.1. The Public Works Committee recommends approval of bills for payment in the amount of \$1,503,159.82. Please see the enclosed disbursement summary for additional information.

5.B.2. The Public Works Committee recommends accepting the Compliance Maintenance Annual Report. Each year, staff prepares the Compliance Maintenance Annual Report for the Sussex Regional Wastewater Treatment Facility, as required by the Department of Natural Resources. This report must be reviewed and accepted by the Board by Resolution. The facility received an “A” rating for 2019. Please see the attached memo, resolution and report for additional information.

5.B.3. The Public Works Committee recommends approval of the 2021 road program as previously approved. The estimated cost of the work in the 2021 Road Program is \$1,550,000. Cash Capital, General Fund Borrowing (G.O. Debt), and storm, water and sewer utility funds will be used to cover the cost of the work. Those costs break down as follows:

Cash Capital/General Fund	\$1,070,000
Sewer Utility	\$325,000
Water Utility	\$97,000
Storm Utility	\$58,000

Total

\$1,555,000

Please see the attached memo for additional information.

8.A. Staff recommends approval of Resolution No. 20-20, a Resolution awarding the sale of \$8,000,000 General Obligation Street Improvement Bonds, Series 2020A. On March 10, 2020, the Village Board adopted an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed \$8,000,000 for the purpose of paying the cost of the Maple Ave street improvement projects. Staff are available for questions.

8.B. Staff recommends approval of Resolution 20-21 Awarding the Sale of \$1,040,000 Sewerage System Revenue Bonds, Series 2020B of the Village of Sussex, Waukesha County, Wisconsin and providing for the payment of the Bonds and other details with respect to the Bonds. The purpose of these is to cover costs associated with the Maple Ave street improvement projects. Staff are available for questions.

8.C.1. The Plan Commission recommends approval of Ordinance No. 868 for Land Use amendment from Low Density Single Family Residential, Medium Density Single Family Residential, Recreational to Medium Density Single Family Residential, Single Family Attached and Two Family Residential, Recreational, Agricultural, Environmental Corridor Isolated Natural Resource Area. The Plan Commission found that the proposed amendment is consistent with the spirit and intent of the comprehensive plan. Staff are available for questions.

8.C.2. The Plan Commission recommends approval of Rezone Ordinance No. 864 from CR-1 and RS-3 Single Family Residential District to RS-2 Single Family Residential District, SFRD-3 Single Family Attached District, Park, with Environmental Overlays and Agricultural with a Planned Development Overlay District. Please see the attached map, rezoning petition and ordinance for additional information. Staff are available for questions.

8.C.3. The Plan Commission recommends approval of the Preliminary Plat of Vista Run as presented. Staff are available for questions.

8.C.4. The Plan Commission recommends approval of the Developer's Agreement for Vista Run, A Single Family Attached and Detached Mixed Residential Subdivision. Staff are available for questions.

10.A. Consideration and possible action Trustee Plan Commission Appointment.

11. Consideration and possible action on a motion to convene into executive session under Wis. Stats. 19.85(1)(g) when conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved with respect to arbitration with the Town of Lisbon and under 19.85(1)(e) when deliberating or

negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session with respect to a settlement between the Village of Sussex and Town of Lisbon.

12. Consideration and possible action on items requiring action arising out of the executive session.

13. Adjournment.

**Village of Sussex
Village Board Payment Approvals
May-2020**

Payroll Registers

First Pay Period - Regular	\$	105,639.92
Second Pay Period - Regular	\$	106,737.14
Second Pay Period - Fire	\$	3,348.94
Second Pay Period - Board Monthly	\$	2,762.84
Second Pay Period - Length of Service Award	\$	3,700.00
Third Pay Period - Regular	\$	<u>107,367.32</u>

Total Payroll	\$	<u>329,556.16</u>
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Check Register (05/01/2020 - 05/31/2020)	\$	<u>1,689,533.12</u>	(less Ace Hardware)
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Grand Total	\$	<u>2,019,089.28</u>
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VILLAGE OF SUSSEX - CHECK REGISTER

DATE	CHECK #		AMOUNT	COMMENTS	ACCOUNT DESCRIPTION
05/04/20	013910	EESLEY, MARK R	\$ 25.30	REIMBURSEMENT-MILEAGE 04/18/2020	E 100-51600-000-390 Expenses
05/04/20	013911	PULVERMACHER, ANNE	\$ 109.25	REIMBURSEMENT-MILEAGE METER READS MARCH & APRIL 2020	E 610-53700-000-930 Misc General Expenses
05/05/20	013912	WOLF, DENNIS	\$ 46.35	REIMBURSEMENT-MORAL LUNCH - COVID 19	E 100-51410-000-180 Human Resources Expense
05/11/20	013913	ASCHER, SCOTT M.	\$ 6.28	REIMBURSEMENT-KEY	E 100-53635-000-390 Expenses
05/13/20	013914	NORTH SHORE BANK, FSB	\$ 854.24	DEFERRED COMPENSATION 5/15/2020	G 100-21520 North Shore Withheld
05/19/20	013915	KELLEY, KATE	\$ 30.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013916	ANTALIS, BRENDA	\$ 30.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013917	ROEHSNER, DANA	\$ 20.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013918	PICCIOLO, KATHRYN	\$ 40.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013919	CARLO, KELLY	\$ 45.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013920	FLAMMANG, JANE	\$ 10.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013921	LIESENER, NICHOLE	\$ 65.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013922	ATA, KRISTAN	\$ 25.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013923	OLWIG, HEATHER	\$ 55.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013924	FROST, KATHERINE A	\$ 30.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013925	HARRIS, KRISTINE	\$ 25.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013926	PFALZ, HEATHER	\$ 100.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013927	INFALT, KIMBERLY	\$ 10.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/19/20	013928	INFOSEND, INC.	\$ 487.17	MARCH 2020 U/B PROCESSING	E 640-53650-000-310 Office Supplies
05/19/20	013928	INFOSEND, INC.	\$ 487.33	MARCH 2020 U/B PROCESSING	E 610-53700-000-903 Accounting Supplies & Expenses
05/19/20	013928	INFOSEND, INC.	\$ 487.17	MARCH 2020 U/B PROCESSING	E 620-53610-100-215 Accountant
05/19/20	013929	WOLF, DENNIS	\$ 21.55	REIMBURSEMENT-SUSSEX INN-MORAL LUNCH-COVID 19	E 100-51410-000-180 Human Resources Expense
05/26/20	013930	KEHL, EMILY	\$ 35.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/26/20	013931	ZOELLICK, GREGORY R	\$ 70.00	REIMBURSEMENT-LOCAL GOV 101 WEBINAR REG.	E 100-51100-000-390 Expenses
05/27/20	013932	NORTH SHORE BANK, FSB	\$ 854.24	DEFERRED COMPENSATION	G 100-21520 North Shore Withheld
05/27/20	013933	A/E GRAPHICS, INC.	\$ 5.59	PLOTTER MAINT. & COPIES	E 640-53650-000-310 Office Supplies
05/27/20	013933	A/E GRAPHICS, INC.	\$ 8.38	PLOTTER MAINT. & COPIES	G 100-14500 Due from Haass Library
05/27/20	013933	A/E GRAPHICS, INC.	\$ 8.38	PLOTTER MAINT. & COPIES	E 100-51491-000-310 Office Supplies
05/27/20	013933	A/E GRAPHICS, INC.	\$ 13.97	PLOTTER MAINT. & COPIES	E 100-55300-000-310 Office Supplies
05/27/20	013933	A/E GRAPHICS, INC.	\$ 8.38	PLOTTER MAINT. & COPIES	E 100-56700-000-390 Expenses
05/27/20	013933	A/E GRAPHICS, INC.	\$ 5.59	PLOTTER MAINT. & COPIES	E 620-53610-100-310 Office Supplies
05/27/20	013933	A/E GRAPHICS, INC.	\$ 5.59	PLOTTER MAINT. & COPIES	E 610-53700-000-921 Office Supplies & Expenses
05/27/20	013934	AIRGAS USA, LLC	\$ 135.93	OXYGEN	E 100-52200-000-342 Medical Supplies
05/27/20	013935	AIRGAS USA, LLC	\$ 7.85	BALANCE DUE - RENEWAL CONTRACT	E 100-53311-000-345 Supplies
05/27/20	013936	AMAZON PRIME	\$ 4.14	AMAZON PRIME MEMBERSHIP	E 100-51410-000-310 Office Supplies
05/27/20	013936	AMAZON PRIME	\$ 8.93	AMAZON PRIME MEMBERSHIP	E 100-52400-000-390 Expenses
05/27/20	013936	AMAZON PRIME	\$ 4.76	AMAZON PRIME MEMBERSHIP	E 640-53650-000-310 Office Supplies
05/27/20	013936	AMAZON PRIME	\$ 15.47	AMAZON PRIME MEMBERSHIP	E 620-53610-100-310 Office Supplies
05/27/20	013936	AMAZON PRIME	\$ 23.80	AMAZON PRIME MEMBERSHIP	E 100-51420-000-310 Office Supplies
05/27/20	013936	AMAZON PRIME	\$ 8.93	AMAZON PRIME MEMBERSHIP	E 100-51491-000-310 Office Supplies
05/27/20	013936	AMAZON PRIME	\$ 4.17	AMAZON PRIME MEMBERSHIP	E 100-51510-000-310 Office Supplies
05/27/20	013936	AMAZON PRIME	\$ 4.17	AMAZON PRIME MEMBERSHIP	E 100-53311-000-345 Supplies
05/27/20	013936	AMAZON PRIME	\$ 2.38	AMAZON PRIME MEMBERSHIP	E 100-52200-000-345 Supplies

DATE	CHECK #		AMOUNT	COMMENTS	ACCOUNT DESCRIPTION
05/27/20	013936	AMAZON PRIME	\$ 2.98	AMAZON PRIME MEMBERSHIP	E 100-55200-000-390 Expenses
05/27/20	013936	AMAZON PRIME	\$ 15.47	AMAZON PRIME MEMBERSHIP	E 610-53700-000-921 Office Supplies & Expenses
05/27/20	013936	AMAZON PRIME	\$ 23.80	AMAZON PRIME MEMBERSHIP	E 100-55300-000-310 Office Supplies
05/27/20	013937	AMAZON.COM	\$ 24.98	Office Supplies-Sheriff	E 100-52100-000-390 Expenses
05/27/20	013938	AMAZON.COM	\$ 20.91	Labels for Yard Waste Pass	E 100-53635-000-390 Expenses
05/27/20	013939	AMAZON.COM	\$ 23.43	SM. LAMINATING POUCH - YARD WASTE PASS	E 100-53635-000-390 Expenses
05/27/20	013939	AMAZON.COM	\$ 24.11	BINDER DIVIDERS, 9X11.5 LAMINATING POUCH	E 100-51420-000-310 Office Supplies
05/27/20	013939	AMAZON.COM	\$ 2.41	BINDER DIVIDERS, 9X11.5 LAMINATING POUCH	E 640-53650-000-310 Office Supplies
05/27/20	013939	AMAZON.COM	\$ 3.01	BINDER DIVIDERS, 9X11.5 LAMINATING POUCH	E 100-55200-000-390 Expenses
05/27/20	013939	AMAZON.COM	\$ 24.11	BINDER DIVIDERS, 9X11.5 LAMINATING POUCH	E 100-55300-000-310 Office Supplies
05/27/20	013939	AMAZON.COM	\$ 3.32	BINDER DIVIDERS, 9X11.5 LAMINATING POUCH	E 620-53610-100-310 Office Supplies
05/27/20	013939	AMAZON.COM	\$ 3.32	BINDER DIVIDERS, 9X11.5 LAMINATING POUCH	E 610-53700-000-921 Office Supplies & Expenses
05/27/20	013940	AMAZON.COM	\$ 131.98	Replacement USB Drives for Offsite Backup	E 100-57190-000-810 Equipment
05/27/20	013940	AMAZON.COM	\$ 44.00	Replacement USB Drives for Offsite Backup	E 610-53700-000-921 Office Supplies & Expenses
05/27/20	013940	AMAZON.COM	\$ 44.00	Replacement USB Drives for Offsite Backup	E 620-53610-100-310 Office Supplies
05/27/20	013941	AMAZON.COM	\$ 110.38	Replacement USB Drives for Offsite Backup	E 100-57190-000-810 Equipment
05/27/20	013941	AMAZON.COM	\$ 36.80	Replacement USB Drives for Offsite Backup	E 610-53700-000-921 Office Supplies & Expenses
05/27/20	013941	AMAZON.COM	\$ 36.80	Replacement USB Drives for Offsite Backup	E 620-53610-100-310 Office Supplies
05/27/20	013942	AMAZON.COM	\$ 1.15	Upstairs supplies	E 100-52200-000-345 Supplies
05/27/20	013942	AMAZON.COM	\$ 2.02	Upstairs supplies	E 100-51410-000-310 Office Supplies
05/27/20	013942	AMAZON.COM	\$ 1.15	Upstairs supplies	E 640-53650-000-310 Office Supplies
05/27/20	013942	AMAZON.COM	\$ 5.91	Upstairs supplies	E 610-53700-000-921 Office Supplies & Expenses
05/27/20	013942	AMAZON.COM	\$ 4.34	Upstairs supplies	E 100-51491-000-310 Office Supplies
05/27/20	013942	AMAZON.COM	\$ 2.02	Upstairs supplies	E 100-51510-000-310 Office Supplies
05/27/20	013942	AMAZON.COM	\$ 2.02	Upstairs supplies	E 100-53311-000-345 Supplies
05/27/20	013942	AMAZON.COM	\$ 4.33	Upstairs supplies	E 100-52400-000-390 Expenses
05/27/20	013942	AMAZON.COM	\$ 5.91	Upstairs supplies	E 620-53610-100-310 Office Supplies
05/27/20	013943	AMZN MKTP US	\$ (499.00)	Credit: returned, wrong item	E 100-52200-000-390 Expenses
05/27/20	013944	AMZN MKTP US	\$ 169.99	Motion Light for outside garbage area	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	013945	AMZN MKTP US	\$ 1.90	Ethernet Patch cables for Park Pavilion	E 610-53700-000-921 Office Supplies & Expenses
05/27/20	013945	AMZN MKTP US	\$ 5.69	Ethernet Patch cables for Park Pavilion	E 100-57190-000-810 Equipment
05/27/20	013945	AMZN MKTP US	\$ 1.90	Ethernet Patch cables for Park Pavilion	E 620-53610-100-310 Office Supplies
05/27/20	013946	AMZN MKTP US	\$ 7.19	Cell phone case	E 100-51420-000-390 Expenses
05/27/20	013946	AMZN MKTP US	\$ 0.60	Cell phone case	E 100-55200-000-390 Expenses
05/27/20	013946	AMZN MKTP US	\$ 1.80	Cell phone case	E 610-53700-000-930 Misc General Expenses
05/27/20	013946	AMZN MKTP US	\$ 0.60	Cell phone case	E 100-55300-000-390 Expenses
05/27/20	013946	AMZN MKTP US	\$ 1.80	Cell phone case	E 620-53610-100-345 Supplies
05/27/20	013947	AMZN MKTP US	\$ 9.07	Village Supplies	E 620-53610-100-310 Office Supplies
05/27/20	013947	AMZN MKTP US	\$ 2.44	Village Supplies	E 100-51510-000-310 Office Supplies
05/27/20	013947	AMZN MKTP US	\$ 1.74	Village Supplies	E 100-55200-000-390 Expenses
05/27/20	013947	AMZN MKTP US	\$ 13.95	Village Supplies	E 100-51420-000-310 Office Supplies
05/27/20	013947	AMZN MKTP US	\$ 5.23	Village Supplies	E 100-51491-000-310 Office Supplies
05/27/20	013947	AMZN MKTP US	\$ 1.40	Village Supplies	E 100-52200-000-345 Supplies
05/27/20	013947	AMZN MKTP US	\$ 2.44	Village Supplies	E 100-53311-000-345 Supplies
05/27/20	013947	AMZN MKTP US	\$ 9.07	Village Supplies	E 610-53700-000-921 Office Supplies & Expenses

DATE	CHECK #		AMOUNT	COMMENTS	ACCOUNT DESCRIPTION
05/27/20	013947	AMZN MKTP US	\$ 2.79	Village Supplies	E 640-53650-000-310 Office Supplies
05/27/20	013947	AMZN MKTP US	\$ 13.95	Village Supplies	E 100-55300-000-310 Office Supplies
05/27/20	013947	AMZN MKTP US	\$ 26.99	Batteries for Air Packs	E 100-52200-000-240 Maint--Equipment
05/27/20	013947	AMZN MKTP US	\$ 2.44	Village Supplies	E 100-51410-000-310 Office Supplies
05/27/20	013947	AMZN MKTP US	\$ 5.23	Village Supplies	E 100-52400-000-390 Expenses
05/27/20	013948	AT&T*BILL PAYMENT	\$ 963.74	CELL PHONES	E 100-52200-000-220 Utilities--Telephone
05/27/20	013949	AT&T*BILL PAYMENT	\$ 35.96	CELL PHONES - COVID 19	E 100-51440-000-390 Expenses
05/27/20	013949	AT&T*BILL PAYMENT	\$ 41.49	CELL PHONES	E 640-53650-000-220 Utilities--Telephone
05/27/20	013949	AT&T*BILL PAYMENT	\$ 22.37	CELL PHONES	E 610-53700-000-650 Maint of Distribution System
05/27/20	013949	AT&T*BILL PAYMENT	\$ 7.35	CELL PHONES	E 100-51420-000-220 Utilities--Telephone
05/27/20	013949	AT&T*BILL PAYMENT	\$ 10.30	CELL PHONES	E 100-51491-000-220 Utilities--Telephone
05/27/20	013949	AT&T*BILL PAYMENT	\$ 24.77	CELL PHONES	E 100-51600-000-220 Utilities--Telephone
05/27/20	013949	AT&T*BILL PAYMENT	\$ 880.53	FIRE DEPT PHONES	E 100-52200-000-220 Utilities--Telephone
05/27/20	013949	AT&T*BILL PAYMENT	\$ 218.55	CELL PHONES	E 100-52200-000-220 Utilities--Telephone
05/27/20	013949	AT&T*BILL PAYMENT	\$ 14.40	CELL PHONES	E 620-53610-100-249 Maint--General Plant
05/27/20	013949	AT&T*BILL PAYMENT	\$ 157.54	CELL PHONES	E 620-53610-100-310 Office Supplies
05/27/20	013949	AT&T*BILL PAYMENT	\$ 157.30	CELL PHONES	E 100-55200-000-220 Utilities--Telephone
05/27/20	013949	AT&T*BILL PAYMENT	\$ 69.59	CELL PHONES	E 610-53700-000-921 Office Supplies & Expenses
05/27/20	013949	AT&T*BILL PAYMENT	\$ 13.73	CELL PHONES	E 610-53700-000-935 Maint--Genl Plant & Equip
05/27/20	013949	AT&T*BILL PAYMENT	\$ 180.64	CELL PHONES	E 100-55300-000-220 Utilities--Telephone
05/27/20	013949	AT&T*BILL PAYMENT	\$ 24.25	CELL PHONES - MTR RD PH	E 610-53700-000-935 Maint--Genl Plant & Equip
05/27/20	013949	AT&T*BILL PAYMENT	\$ 22.42	CELL PHONES	E 610-53700-000-953 Pumping-Supplies & Expenses
05/27/20	013949	AT&T*BILL PAYMENT	\$ 56.63	CELL PHONES	E 100-53311-000-220 Utilities--Telephone
05/27/20	013949	AT&T*BILL PAYMENT	\$ 53.60	CELL PHONES	E 100-51410-000-220 Utilities--Telephone
05/27/20	013950	ATT*BUS PHONE PMT	\$ 40.10	PHONES	E 620-53610-200-243 Maint--Collection Pump Equip
05/27/20	013950	ATT*BUS PHONE PMT	\$ 49.81	PHONES	E 100-51420-000-220 Utilities--Telephone
05/27/20	013950	ATT*BUS PHONE PMT	\$ 129.11	PHONES	E 100-52100-000-220 Utilities--Telephone
05/27/20	013950	ATT*BUS PHONE PMT	\$ 51.50	PHONES	E 100-52200-000-220 Utilities--Telephone
05/27/20	013950	ATT*BUS PHONE PMT	\$ 19.90	PHONES	E 610-53700-000-921 Office Supplies & Expenses
05/27/20	013950	ATT*BUS PHONE PMT	\$ 49.96	PHONES	E 100-53311-000-220 Utilities--Telephone
05/27/20	013950	ATT*BUS PHONE PMT	\$ 9.95	PHONES	E 610-53700-000-650 Maint of Distribution System
05/27/20	013950	ATT*BUS PHONE PMT	\$ 19.97	PHONES	E 620-53610-100-310 Office Supplies
05/27/20	013950	ATT*BUS PHONE PMT	\$ 89.58	PHONES	G 100-14500 Due from Haass Library
05/27/20	013950	ATT*BUS PHONE PMT	\$ 89.54	PHONES	E 610-53700-000-953 Pumping-Supplies & Expenses
05/27/20	013951	AUTO INDUSTRIAL COLOR INC	\$ 68.32	MASKS - COVID 19	E 100-52200-000-342 Medical Supplies
05/27/20	013952	AWWA.ORG	\$ 382.00	AWWA DUES - DW	E 610-53700-000-930 Misc General Expenses
05/27/20	013953	CINTAS CORP	\$ 61.60	CLEANING SUPPLIES	E 100-52200-000-242 Maint--Bldg & Facilities
05/27/20	013953	CINTAS CORP	\$ 47.90	CLEANING SUPPLIES	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	013953	CINTAS CORP	\$ 40.00	CLEANING SUPPLIES	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	013953	CINTAS CORP	\$ 413.66	UNIFORMS	E 620-53610-100-349 Other Operating Supplies
05/27/20	013953	CINTAS CORP	\$ 485.17	UNIFORMS	E 100-53311-000-345 Supplies
05/27/20	013953	CINTAS CORP	\$ 97.98	UNIFORMS	E 100-55200-000-298 Contract--Park Sanitation
05/27/20	013953	CINTAS CORP	\$ 267.55	UNIFORMS	E 610-53700-000-930 Misc General Expenses
05/27/20	013954	CLIFTON LARSON ALLEN	\$ 111.56	PREP 1094C & 1095C	E 620-53610-100-212 Outside Services
05/27/20	013954	CLIFTON LARSON ALLEN	\$ 334.67	PREP 1094C & 1095C	E 100-51510-000-215 Accountant

DATE	CHECK #		AMOUNT	COMMENTS	ACCOUNT DESCRIPTION
05/27/20	013954	CLIFTON LARSON ALLEN	\$ 111.56	PREP 1094C & 1095C	E 610-53700-000-923 Outside Services Employed
05/27/20	013955	COMPETITOR AWARDS MACHINE	\$ 943.00	CURTIS CAST ALUM PLAQUE	E 100-53311-000-370 Street Signs
05/27/20	013956	COMPLETE OFFICE OF WISCON	\$ 37.16	Sheriff Clean Supplies	E 100-52100-000-242 Maint--Bldg & Facilities
05/27/20	013956	COMPLETE OFFICE OF WISCON	\$ 28.78	FD Clean Supplies	E 100-52200-000-242 Maint--Bldg & Facilities
05/27/20	013957	COMPLETE OFFICE OF WISCON	\$ 8.39	Upstairs supplies	E 100-52400-000-390 Expenses
05/27/20	013957	COMPLETE OFFICE OF WISCON	\$ 3.91	Upstairs supplies	E 100-51510-000-310 Office Supplies
05/27/20	013957	COMPLETE OFFICE OF WISCON	\$ 3.91	Upstairs supplies	E 100-53311-000-345 Supplies
05/27/20	013957	COMPLETE OFFICE OF WISCON	\$ 3.91	Upstairs supplies	E 100-51410-000-310 Office Supplies
05/27/20	013957	COMPLETE OFFICE OF WISCON	\$ 8.40	Upstairs supplies	E 100-51491-000-310 Office Supplies
05/27/20	013957	COMPLETE OFFICE OF WISCON	\$ 2.24	Upstairs supplies	E 640-53650-000-310 Office Supplies
05/27/20	013957	COMPLETE OFFICE OF WISCON	\$ 11.46	Upstairs supplies	E 610-53700-000-921 Office Supplies & Expenses
05/27/20	013957	COMPLETE OFFICE OF WISCON	\$ 2.24	Upstairs supplies	E 100-52200-000-345 Supplies
05/27/20	013957	COMPLETE OFFICE OF WISCON	\$ 11.46	Upstairs supplies	E 620-53610-100-310 Office Supplies
05/27/20	013958	COMPLETE OFFICE OF WISCON	\$ 56.30	PAPER	E 100-55300-000-310 Office Supplies
05/27/20	013958	COMPLETE OFFICE OF WISCON	\$ 5.64	PAPER	E 640-53650-000-310 Office Supplies
05/27/20	013958	COMPLETE OFFICE OF WISCON	\$ 7.74	PAPER	E 620-53610-100-310 Office Supplies
05/27/20	013958	COMPLETE OFFICE OF WISCON	\$ 7.04	PAPER	E 100-55200-000-390 Expenses
05/27/20	013958	COMPLETE OFFICE OF WISCON	\$ 56.30	PAPER	E 100-51420-000-310 Office Supplies
05/27/20	013958	COMPLETE OFFICE OF WISCON	\$ 7.74	PAPER	E 610-53700-000-921 Office Supplies & Expenses
05/27/20	013959	COMPLETE OFFICE OF WISCON	\$ 57.37	Cleaning Supplies Sheriff Side	E 100-52100-000-242 Maint--Bldg & Facilities
05/27/20	013960	CORE & MAIN LP	\$ 270.00	WTR VALVE REPAIR - MAPLE AVE RECON	E 410-57331-000-390 Expenses
05/27/20	013961	DORNER COMPANY	\$ 1,268.00	PLUG REPL - SLUDGE STG TANK	E 620-53610-200-249 Maint--General Plant
05/27/20	013961	DORNER COMPANY	\$ 3,860.00	PLUGS - CORP CENTER L/S	E 620-53610-200-243 Maint--Collection Pump Equip
05/27/20	013962	EMERGENCY MEDICAL PRODUC	\$ 153.00	MEDICAL SUPPLIES	E 100-52200-000-342 Medical Supplies
05/27/20	013962	EMERGENCY MEDICAL PRODUC	\$ 88.25	MEDICAL SUPPLIES	E 100-52200-000-342 Medical Supplies
05/27/20	013963	EMERGENCY MEDICAL PRODUC	\$ 249.68	MEDICAL SUPPLIES	E 100-52200-000-342 Medical Supplies
05/27/20	013964	ENVIRONMENTAL RESOURCE	\$ 299.52	SAMPLES	E 620-53610-300-212 Outside Services
05/27/20	013965	EUROFINS SF ANALYTICAL LA	\$ 485.00	FINAL EFFLUENT	E 620-53610-300-212 Outside Services
05/27/20	013966	EUROFINS SF ANALYTICAL LA	\$ 1,267.35	SLUDGE SAMPLE TESTING	E 620-53610-300-212 Outside Services
05/27/20	013967	FACEBK	\$ 17.93	Employment Ads on FB/IG	E 100-51410-000-180 Human Resources Expense
05/27/20	013968	FACEBK	\$ 50.00	Employment Ads on FB/IG	E 100-51410-000-180 Human Resources Expense
05/27/20	013968	FACEBK	\$ 50.00	Employment Ads on FB/IG	E 100-51410-000-180 Human Resources Expense
05/27/20	013969	GEIGER - ECOMMERCE PLP	\$ 1,420.83	Promo for Grove Grand Opening	E 100-55202-000-403 Special Events
05/27/20	013970	HASTINGS AIR ENERGY CONTR	\$ 2,002.00	HOSE CLAMP, DISC HAND, GRABBER, ELBOW	E 100-52200-000-242 Maint--Bldg & Facilities
05/27/20	013971	HAWKINS INC	\$ 547.00	CHEMICALS	E 610-53700-000-631 Treatment-Chemicals
05/27/20	013972	IN *20/20 CAPTIONING & ST	\$ 356.25	VIDEO STREAM - VOS MEETINGS-COVID 19	E 100-51490-000-347 Community Information
05/27/20	013973	IN *20/20 CAPTIONING & ST	\$ 142.50	VIDEO STREAM - PLAN COMM MTG - COVID 19	E 100-51490-000-347 Community Information
05/27/20	013973	IN *20/20 CAPTIONING & ST	\$ 142.50	VIDEO STREAM - VB MTG - COVID 19	E 100-51490-000-347 Community Information
05/27/20	013974	IN *AIR ONE EQUIPMENT, IN	\$ 172.50	SOLUTION, RESPIRATOR WIPES-COVID 19	E 100-52200-000-240 Maint--Equipment
05/27/20	013975	IN *AIR ONE EQUIPMENT, IN	\$ 157.50	FF HALLIGAN & AXE STRIP	E 100-52200-000-240 Maint--Equipment
05/27/20	013976	IN *MAYER REPAIR	\$ 192.39	DOOR SEAL	E 100-52200-000-244 Maint--Vehicle
05/27/20	013977	IN *WISCONSIN LAKE & POND	\$ 447.25	POND MAINTENANCE	E 640-53650-000-242 Maint--Bldg & Facilities
05/27/20	013978	JOURNAL SENTINEL	\$ 42.69	ORD	E 100-51490-000-326 Printing & Publishing
05/27/20	013978	JOURNAL SENTINEL	\$ 39.76	REZONE NOTICE	E 100-56700-000-390 Expenses
05/27/20	013979	L AND S ELECTRIC INC	\$ 2,463.00	MOTOR REPAIR JOB	E 620-53610-300-345 Supplies

DATE	CHECK #		AMOUNT	COMMENTS	ACCOUNT DESCRIPTION
05/27/20	013980	LOUS GLOVES INC	\$ 211.00	NITRILE GLOVES	E 620-53610-100-249 Maint--General Plant
05/27/20	013981	MENARDS PEWAUKEE WI	\$ 39.99	COFFEE MAKER	E 610-53700-000-930 Misc General Expenses
05/27/20	013981	MENARDS PEWAUKEE WI	\$ 15.47	GLOVES, SANITIZER, DISINFECTANT-COVID 19	E 620-53610-100-249 Maint--General Plant
05/27/20	013981	MENARDS PEWAUKEE WI	\$ 83.39	GLOVES, SANITIZER, DISINFECTANT-COVID 19	E 610-53700-000-930 Misc General Expenses
05/27/20	013982	MENARDS PEWAUKEE WI	\$ 243.01	SNEEZE GUARDS - COVID 19	G 100-14500 Due from Haass Library
05/27/20	013982	MENARDS PEWAUKEE WI	\$ 9.99	GENERATOR MAINT. - L/S	E 620-53610-200-243 Maint--Collection Pump Equip
05/27/20	013982	MENARDS PEWAUKEE WI	\$ 26.56	DISINFECTANT, WIPES - COVID 19	E 100-53311-000-242 Maint--Bldg & Facilities
05/27/20	013982	MENARDS PEWAUKEE WI	\$ 11.24	COFFEE, WATER	E 610-53700-000-930 Misc General Expenses
05/27/20	013982	MENARDS PEWAUKEE WI	\$ 8.97	DRILL BIT	E 610-53700-000-935 Maint--Genl Plant & Equip
05/27/20	013982	MENARDS PEWAUKEE WI	\$ 48.59	BRACKET	E 620-53610-100-249 Maint--General Plant
05/27/20	013983	MENARDS PEWAUKEE WI	\$ 117.76	PAINT, BED LINER KIT	E 620-53610-100-330 Transportation
05/27/20	013983	MENARDS PEWAUKEE WI	\$ 69.22	SHEARS, DRILL, REFLECTIVE STRIPS, COFFEE	E 620-53610-100-249 Maint--General Plant
05/27/20	013983	MENARDS PEWAUKEE WI	\$ 24.36	WIRE HOOKS, BANDSAW BLD	E 620-53610-100-249 Maint--General Plant
05/27/20	013983	MENARDS PEWAUKEE WI	\$ 8.89	DOWNSPOUT, GUTTER SCREEN - WELL 4	E 610-53700-000-955 Pumping-Maint of Equipment
05/27/20	013983	MENARDS PEWAUKEE WI	\$ 158.82	WELL 5 SUPPLIES	E 610-53700-000-955 Pumping-Maint of Equipment
05/27/20	013983	MENARDS PEWAUKEE WI	\$ 106.91	CABLE TIES, STAKING KIT, CPLER, PAINT	E 100-55200-000-298 Contract--Park Sanitation
05/27/20	013983	MENARDS PEWAUKEE WI	\$ 27.96	MATERIALS REPAIR SIGN - WOODLAND NATURE PRES.	E 100-55200-000-298 Contract--Park Sanitation
05/27/20	013983	MENARDS PEWAUKEE WI	\$ 26.15	MATERIALS REPAIR SIGN - WOODLAND NATURE PRES.	E 100-55200-000-298 Contract--Park Sanitation
05/27/20	013983	MENARDS PEWAUKEE WI	\$ 35.98	REPAIR SIGN - WOODLAND NATURE PRES.	E 100-55200-000-298 Contract--Park Sanitation
05/27/20	013984	MIDWEST METER - JACKSON	\$ 13,104.00	ORION METERS	G 610-19346 Meters--Water
05/27/20	013985	MOTION INDUSTRIES	\$ 571.60	AIR COMPRESSOR PARTS - WELLS 4 & 5	E 610-53700-000-955 Pumping-Maint of Equipment
05/27/20	013986	NCL OF WISCONSIN INC	\$ 104.30	BOD SEED CAPSULES	E 620-53610-300-420 Lab Supplies--Treatment
05/27/20	013987	NORTHERN LAKE SERVICE- IN	\$ 20.00	TOTAL COLIFORM BACTERIA	E 610-53700-000-632 Treatment-Supplies & Expenses
05/27/20	013987	NORTHERN LAKE SERVICE- IN	\$ 100.00	TOTAL COLIFORM BACTERIA	E 610-53700-000-632 Treatment-Supplies & Expenses
05/27/20	013987	NORTHERN LAKE SERVICE- IN	\$ 100.00	TOTAL COLIFORM BACTERIA	E 610-53700-000-632 Treatment-Supplies & Expenses
05/27/20	013988	OPC MSC*SERVICE FEE	\$ (2.95)	Refund for Water Conference that was cancelled.	E 100-55200-000-390 Expenses
05/27/20	013989	OPC*WI RURAL WTR CONF	\$ (100.00)	Refund for Water Conference that was cancelled.	E 100-55200-000-390 Expenses
05/27/20	013990	PAUL CONWAY SHIELDS IN HO	\$ 721.79	SHIELDS	E 100-52200-000-344 Uniforms & Protective Clothes
05/27/20	013991	PAYNE & DOLAN INC	\$ 1,052.77	1/2" MINUS CRUSHED RAP	E 100-53635-000-390 Expenses
05/27/20	013992	PLUMBING PARTS PLUS	\$ 34.00	Repair parts for 2nd floor urinal	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	013992	PLUMBING PARTS PLUS	\$ 259.00	repair parts for 2nd floor urinal	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	013993	PORT-A-JOHN -CLV	\$ 93.00	SEASONAL RR - COVID 19	E 620-53610-100-249 Maint--General Plant
05/27/20	013994	PROHEALTH WORKS (SEEGER)	\$ 110.00	PREEMPLOYMENT TEST - LL	E 100-52100-000-390 Expenses
05/27/20	013995	QUARRY MART MOBIL	\$ 29.89	PW LUNCH - COVID 19	E 100-51410-000-180 Human Resources Expense
05/27/20	013996	R A SMITH NATIONAL INC	\$ 388.00	GOOD HOPE ROAD RECON-FEB 2020	E 410-57331-000-216 Engineering
05/27/20	013996	R A SMITH NATIONAL INC	\$ 14,832.36	WOODLAND TRAILS S/D-FEB 2020	E 100-51491-000-216 Engineering
05/27/20	013996	R A SMITH NATIONAL INC	\$ 13,947.53	MAPLE AVE RECON-FEB 2020	E 410-57331-000-216 Engineering
05/27/20	013997	REINDERS - SUSSEX AR	\$ 55.53	SWITCH MOMENTARY	E 100-53311-000-230 Maint--Street Materials
05/27/20	013998	REINDERS - SUSSEX AR	\$ 104.57	LAWN SEED & DRY SEED	E 100-53311-000-230 Maint--Street Materials
05/27/20	013998	REINDERS - SUSSEX AR	\$ 102.69	FESCUE BLEND, DRY SEED MULCH	E 100-55200-000-399 Horticulture
05/27/20	013999	REUTER WHITISH AND EVANS	\$ 852.50	ATTORNEY FEES	E 100-51300-000-211 Legal Fees--Opinions
05/27/20	014000	RHYME BUSINESS PRODUCTS L	\$ 55.70	SHARP MAINT. & COPIES	E 100-53311-000-240 Maint--Equipment
05/27/20	014000	RHYME BUSINESS PRODUCTS L	\$ 157.20	SHARP MAINT. & COPIES	E 100-52400-000-390 Expenses
05/27/20	014000	RHYME BUSINESS PRODUCTS L	\$ 12.67	SHARP MAINT. & COPIES	E 100-52200-000-345 Supplies
05/27/20	014000	RHYME BUSINESS PRODUCTS L	\$ 3.30	SHARP MAINT. & COPIES	E 100-55200-000-390 Expenses

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05/27/20	014000	RHYME BUSINESS PRODUCTS L	\$ 3.30	SHARP MAINT. & COPIES	E 610-53700-000-921 Office Supplies & Expenses
05/27/20	014000	RHYME BUSINESS PRODUCTS L	\$ 1.81	SHARP MAINT. & COPIES	E 620-53610-100-310 Office Supplies
05/27/20	014000	RHYME BUSINESS PRODUCTS L	\$ 1.10	SHARP MAINT. & COPIES	E 640-53650-000-310 Office Supplies
05/27/20	014000	RHYME BUSINESS PRODUCTS L	\$ 262.00	SHARP MAINT. & COPIES	E 100-51491-000-390 Expenses
05/27/20	014000	RHYME BUSINESS PRODUCTS L	\$ 52.42	SHARP MAINT. & COPIES	E 100-51420-000-240 Maint--Equipment
05/27/20	014001	ROGUE FITNESS	\$ (491.26)	Due to Covid Co. Cx'd several items: Credit	E 100-57220-000-810 Equipment
05/27/20	014002	SALAMONE SUPPLIES INC	\$ 108.58	WIPES-COVID 19	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	014002	SALAMONE SUPPLIES INC	\$ 78.56	SANITIZER-COVID 19	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	014002	SALAMONE SUPPLIES INC	\$ 108.58	WIPES-COVID 19	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	014002	SALAMONE SUPPLIES INC	\$ 497.48	CLEANING SUPPLIES - COVID 19	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	014003	SALAMONE SUPPLIES INC	\$ 127.44	DISINFECTANT	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	014004	SIGMA GROUP	\$ 850.00	SUSSEX PRESERVE-PHASE 2	E 100-51491-000-216 Engineering
05/27/20	014005	SOCIALPILOT	\$ 1.35	Social Media Management Platform/1 month	E 640-53650-000-340 Data Processing Services
05/27/20	014005	SOCIALPILOT	\$ 18.39	Social Media Management Platform/1 month	E 100-51430-000-397 Licensing Costs
05/27/20	014005	SOCIALPILOT	\$ 4.98	Social Media Management Platform/1 month	E 620-53610-100-212 Outside Services
05/27/20	014005	SOCIALPILOT	\$ 5.28	Social Media Management Platform/1 month	E 610-53700-000-923 Outside Services Employed
05/27/20	014006	SPECTRUM	\$ 1,433.32	PRI & INTERNET	E 100-51600-000-220 Utilities--Telephone
05/27/20	014007	SPECTRUM	\$ 75.00	ROADRUNNER	E 100-52100-000-220 Utilities--Telephone
05/27/20	014007	SPECTRUM	\$ 31.67	DIGITAL ADAPTERS	E 100-52100-000-220 Utilities--Telephone
05/27/20	014007	SPECTRUM	\$ 144.25	DIGITAL ADAPTERS	E 100-52200-000-220 Utilities--Telephone
05/27/20	014007	SPECTRUM	\$ 74.99	ROADRUNNER	E 100-52200-000-220 Utilities--Telephone
05/27/20	014007	SPECTRUM	\$ 4.40	DIGITAL ADAPTERS	E 100-53311-000-220 Utilities--Telephone
05/27/20	014007	SPECTRUM	\$ 4.40	DIGITAL ADAPTERS	E 100-55200-000-220 Utilities--Telephone
05/27/20	014008	SPECTRUM	\$ 64.99	ROADRUNNER	E 100-53311-000-220 Utilities--Telephone
05/27/20	014008	SPECTRUM	\$ 65.00	ROADRUNNER	E 100-55200-000-220 Utilities--Telephone
05/27/20	014009	SPECTRUM	\$ 90.28	BASIC TV	E 100-51600-000-220 Utilities--Telephone
05/27/20	014009	SPECTRUM	\$ 144.98	ROADRUNNER	E 620-53610-100-310 Office Supplies
05/27/20	014010	SQ *PIEPER ELECTRIC	\$ 874.56	PARK OIL FURNACE RESET	E 100-55200-000-242 Maint--Bldg & Facilities
05/27/20	014010	SQ *PIEPER ELECTRIC	\$ 1,432.00	NO HEAT - SERVICE RETURN AIR DOOR	E 100-52200-000-242 Maint--Bldg & Facilities
05/27/20	014011	SQ *PIEPER ELECTRIC	\$ 570.83	2020 HVAC MAINTENANCE CONTRACT	E 100-52100-000-242 Maint--Bldg & Facilities
05/27/20	014011	SQ *PIEPER ELECTRIC	\$ 703.32	2020 HVAC MAINTENANCE CONTRACT	E 100-52200-000-242 Maint--Bldg & Facilities
05/27/20	014011	SQ *PIEPER ELECTRIC	\$ 561.99	2020 HVAC MAINTENANCE CONTRACT	E 100-53311-000-242 Maint--Bldg & Facilities
05/27/20	014011	SQ *PIEPER ELECTRIC	\$ 589.59	2020 HVAC MAINTENANCE CONTRACT	E 100-55200-000-242 Maint--Bldg & Facilities
05/27/20	014011	SQ *PIEPER ELECTRIC	\$ 312.47	2020 HVAC MAINTENANCE CONTRACT	E 610-53700-000-955 Pumping-Maint of Equipment
05/27/20	014011	SQ *PIEPER ELECTRIC	\$ 1,047.81	2020 HVAC MAINTENANCE CONTRACT	E 620-53610-100-249 Maint--General Plant
05/27/20	014011	SQ *PIEPER ELECTRIC	\$ 2,841.99	2020 HVAC MAINTENANCE CONTRACT	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	014012	SQ *PIEPER ELECTRIC	\$ 2,920.90	NEW COMPRESSOR - IT ROOM	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	014013	SQ * SIMPLY FOG	\$ 162.40	Hand Sanitizer for Elections-Covid 19	E 100-51440-000-390 Expenses
05/27/20	014014	STANLEY CONVERGENT SEC	\$ 261.00	FIRE ALARM PANEL REPAIR	E 620-53610-300-249 Maint--General Plant
05/27/20	014015	THE HOME DEPOT	\$ 499.66	CEILING TILES, CEILING GRID	E 620-53610-100-249 Maint--General Plant
05/27/20	014016	THE UPS STORE	\$ 118.44	MAILING - OUTSIDE TESTING	E 620-53610-300-212 Outside Services
05/27/20	014017	TRUGREEN *LOCKBOX	\$ 70.79	SPRING APPLICATION PSB	E 100-52100-000-242 Maint--Bldg & Facilities
05/27/20	014017	TRUGREEN *LOCKBOX	\$ 211.21	SPRING APPLICATION RIDGEVIEW S/D RIDGEVIEW & WOODS	E 100-55200-000-395 Weed Control
05/27/20	014017	TRUGREEN *LOCKBOX	\$ 148.41	SPRING APPLICATION EAGLES RIDGE MAPLE & CLOVER	E 100-55200-000-395 Weed Control
05/27/20	014017	TRUGREEN *LOCKBOX	\$ 70.78	SPRING APPLICATION PSB	E 100-52200-000-242 Maint--Bldg & Facilities

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05/27/20	014017	TRUGREEN *LOCKBOX	\$ 90.19	SPRING APPLICATION HICKORY HEIGHTS ESSEX CIR	E 100-55200-000-395 Weed Control
05/27/20	014017	TRUGREEN *LOCKBOX	\$ 48.87	SPRING APPLICATION PRIDES S/D CUL DE SAC	E 100-55200-000-395 Weed Control
05/27/20	014017	TRUGREEN *LOCKBOX	\$ 648.90	E SPRING APPLICATION VP	E 100-55200-000-395 Weed Control
05/27/20	014017	TRUGREEN *LOCKBOX	\$ 236.34	SPRING APPLICATION COLDWATER & MARTIN	E 100-55200-000-395 Weed Control
05/27/20	014017	TRUGREEN *LOCKBOX	\$ 223.87	SPRING APPLICATION CIVIC CTR, LIB, PARK	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	014017	TRUGREEN *LOCKBOX	\$ 627.97	SPRING APPLICATION BLVDS ON HWY 164	E 100-55200-000-395 Weed Control
05/27/20	014017	TRUGREEN *LOCKBOX	\$ 129.78	LT SPRING APP CIRCLEMASTERS FIELD	E 100-55200-000-395 Weed Control
05/27/20	014017	TRUGREEN *LOCKBOX	\$ 625.10	SPRING APPLICATION ARMORY SOCR FIELDS 1 & 2	E 100-55200-000-402 Soccer Fields
05/27/20	014018	TRUGREEN LP	\$ 675.93	SPRING APPLICATION - ARMORY BB3	E 100-55200-000-391 Baseball Diamonds
05/27/20	014019	TYCOINTEGRATEDSECURITY	\$ 98.63	SECURITY ALARM - WELL 6 & 7	E 610-53700-000-955 Pumping-Maint of Equipment
05/27/20	014019	TYCOINTEGRATEDSECURITY	\$ 91.94	SECURITY ALARM - WELL 4	E 610-53700-000-955 Pumping-Maint of Equipment
05/27/20	014019	TYCOINTEGRATEDSECURITY	\$ 41.99	SECURITY ALARM - WELL 5	E 610-53700-000-955 Pumping-Maint of Equipment
05/27/20	014019	TYCOINTEGRATEDSECURITY	\$ 42.00	SECURITY ALARM - WELL 5	E 610-53700-000-650 Maint of Distribution System
05/27/20	014019	TYCOINTEGRATEDSECURITY	\$ 46.19	SECURITY ALARM - WOODSIDE TOWER	E 610-53700-000-650 Maint of Distribution System
05/27/20	014020	UNITED COOPERA	\$ 30.00	SOIL SAMPLES	E 620-53610-300-212 Outside Services
05/27/20	014021	USA BLUE BOOK	\$ 393.99	LONGOPAC CASSETTE BAGS	E 620-53610-300-245 Maint--Trmt & Disposal Equip
05/27/20	014021	USA BLUE BOOK	\$ 132.89	BLUE CAUTION PAINT	E 610-53700-000-655 Maint of Other Plant/Equ
05/27/20	014022	WISCONSIN MUNICIPAL CLER	\$ 25.00	Training materials for board of review	E 100-51420-000-310 Office Supplies
05/27/20	014023	WMH RETAIL PHARMACY	\$ 399.60	MEDICAL SUPPLIES	E 100-52200-000-342 Medical Supplies
05/27/20	014024	ZOOM.US	\$ 15.74	Monthly Video Training	E 100-52200-000-390 Expenses
05/27/20	014025	ZOOM.US	\$ 15.74	Zoom-Covid 19 related	E 100-51420-000-390 Expenses
05/27/20	014026	ZOOM.US	\$ 0.18	Video Conferencing Service for Virtual Meetings	E 640-53650-000-340 Data Processing Services
05/27/20	014026	ZOOM.US	\$ 0.67	Video Conferencing Service for Virtual Meetings	E 620-53610-100-212 Outside Services
05/27/20	014026	ZOOM.US	\$ 0.71	Video Conferencing Service for Virtual Meetings	E 610-53700-000-923 Outside Services Employed
05/27/20	014026	ZOOM.US	\$ (14.69)	Zoom-Covid 19 related	E 100-51420-000-390 Expenses
05/27/20	014026	ZOOM.US	\$ 2.50	Video Conferencing Service for Virtual Meetings	E 100-51430-000-397 Licensing Costs
05/27/20	014027	ZOOM.US	\$ 8.31	Covid-19 Video Conf Svc for Virtual Meetings	E 610-53700-000-923 Outside Services Employed
05/27/20	014027	ZOOM.US	\$ 2.12	Covid-19 Video Conf Svc for Virtual Meetings	E 640-53650-000-340 Data Processing Services
05/27/20	014027	ZOOM.US	\$ 28.95	Covid-19 Video Conf Svc for Virtual Meetings	E 100-51430-000-397 Licensing Costs
05/27/20	014027	ZOOM.US	\$ 7.84	Covid-19 Video Conf Svc for Virtual Meetings	E 620-53610-100-212 Outside Services
05/26/20	014028	AFLAC	\$ 262.62	Employee Insurance	G 100-21595 AFLAC INS
05/15/20	014029	WI DEPARTMENT OF REVENUE	\$ 9,802.56	State Taxes	G 100-21513 State Taxes Withheld
05/01/20	014030	EFTPS	\$ 24,558.43	Federal Taxes	G 100-21512 Federal Taxes Withheld
05/15/20	014031	EFTPS	\$ 27,790.52	Federal Taxes	G 100-21512 Federal Taxes Withheld
05/29/20	014032	WI DEPARTMENT OF REVENUE	\$ 4,817.82	State Taxes	G 100-21513 State Taxes Withheld
05/29/20	014033	EMPLOYEE TRUST FUNDS	\$ 35,120.43	WI Retirement	G 100-21511 WI Retirement Payable
05/04/20	014034	WE ENERGIES	\$ 154.29	PSB - gas	E 100-52200-000-222 Utilities--Heat
05/04/20	014034	WE ENERGIES	\$ 154.29	PSB - gas	E 100-52100-000-222 Utilities--Heat
05/04/20	014035	WE ENERGIES	\$ 6,649.65	Street Lighting Electric	E 100-53420-000-224 Utilities--Electric
05/18/20	014036	WE ENERGIES	\$ 1,386.06	Parks - electric	E 100-55200-000-224 Utilities--Electric
05/18/20	014036	WE ENERGIES	\$ 73.12	Parks - heat	E 100-55200-000-222 Utilities--Heat
05/18/20	014037	WE ENERGIES	\$ 1,569.99	Sewer - gas	E 620-53610-300-222 Utilities--Heat
05/18/20	014037	WE ENERGIES	\$ 520.01	Sewer - collection electric	E 620-53610-200-224 Utilities--Electric
05/18/20	014037	WE ENERGIES	\$ 13,556.65	Sewer - treatment electric	E 620-53610-300-224 Utilities--Electric
05/18/20	014037	WE ENERGIES	\$ 14.30	Sewer - gas	E 620-53610-200-222 Utilities--Heat

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05/04/20	014038	WE ENERGIES	\$ 28.19	Sewer - other govt electric	R 620-110-46412 Sewer--Other Governments
05/18/20	014039	WE ENERGIES	\$ 134.71	Storm electric	E 640-53650-000-224 Utilities--Electric
05/18/20	014040	WE ENERGIES	\$ 71.24	Emergency Govt - electric	E 100-52900-000-001 Emergency Government
05/04/20	014041	WE ENERGIES	\$ 896.04	Fire - electric	E 100-52200-000-224 Utilities--Electric
05/18/20	014042	WE ENERGIES	\$ 586.41	Police - electric	E 100-52100-000-224 Utilities--Electric
05/26/20	014043	WE ENERGIES	\$ 279.04	Water - electric	E 610-53700-000-641 Operation Supplies & Expenses
05/26/20	014043	WE ENERGIES	\$ 176.44	Water - gas	E 610-53700-000-953 Pumping-Supplies & Expenses
05/26/20	014043	WE ENERGIES	\$ 148.46	Water - gas	E 610-53700-000-921 Office Supplies & Expenses
05/26/20	014043	WE ENERGIES	\$ 11,002.01	Water - electric for pumping	E 610-53700-000-952 Pumping-Power Purchases
05/04/20	014044	WE ENERGIES	\$ 3,894.33	CIVIC CENTER	E 100-51600-000-224 Utilities--Electric
05/04/20	014044	WE ENERGIES	\$ 1,619.38	CIVIC CENTER	E 100-51600-000-222 Utilities--Heat
05/26/20	014045	WE ENERGIES	\$ 31.81	GARAGE GAS	E 640-53650-000-222 Utilities--Heat
05/26/20	014045	WE ENERGIES	\$ 44.94	GARAGE ELECTRIC	E 620-53610-100-224 Utilities--Electric
05/26/20	014045	WE ENERGIES	\$ 44.94	GARAGE ELECTRIC	E 640-53650-000-224 Utilities--Electric
05/26/20	014045	WE ENERGIES	\$ 31.81	GARAGE GAS	E 620-53610-100-222 Utilities--Heat
05/26/20	014045	WE ENERGIES	\$ 31.81	GARAGE GAS	E 610-53700-000-921 Office Supplies & Expenses
05/26/20	014045	WE ENERGIES	\$ 99.41	GARAGE GAS	E 100-55200-000-222 Utilities--Heat
05/26/20	014045	WE ENERGIES	\$ 44.94	GARAGE ELECTRIC	E 610-53700-000-921 Office Supplies & Expenses
05/26/20	014045	WE ENERGIES	\$ 140.43	GARAGE ELECTRIC	E 100-55200-000-224 Utilities--Electric
05/26/20	014045	WE ENERGIES	\$ 286.45	GARAGE ELECTRIC	E 100-53311-000-224 Utilities--Electric
05/26/20	014045	WE ENERGIES	\$ 202.79	GARAGE GAS	E 100-53311-000-222 Utilities--Heat
05/27/20	014046	WI DEPARTMENT OF REVENUE	\$ (0.31)	Monthly Sales Tax	E 100-54600-000-899 Sales Tax Remitted
05/27/20	014046	WI DEPARTMENT OF REVENUE	\$ 232.37	Monthly Sales Tax	E 100-55350-000-899 Sales Tax Remitted
05/27/20	014046	WI DEPARTMENT OF REVENUE	\$ (1.07)	Monthly Sales Tax	E 100-55202-000-403 Special Events
05/27/20	014046	WI DEPARTMENT OF REVENUE	\$ (50.87)	Monthly Sales Tax	E 100-51490-000-390 Expenses
05/27/20	014046	WI DEPARTMENT OF REVENUE	\$ (40.66)	Monthly Sales Tax	E 100-55300-000-390 Expenses
05/18/20	014047	WE ENERGIES	\$ 16.25	LIONS CLUB METER	E 100-55200-000-224 Utilities--Electric
05/04/20	014048	PAYMENT SERVICE NETWORK	\$ 267.82	BILLING INVOICE	E 610-53700-000-903 Accounting Supplies & Expenses
05/04/20	014048	PAYMENT SERVICE NETWORK	\$ 267.82	BILLING INVOICE	E 620-53610-100-310 Office Supplies
05/04/20	014048	PAYMENT SERVICE NETWORK	\$ 267.81	BILLING INVOICE	E 640-53650-000-340 Data Processing Services
05/18/20	014049	WE ENERGIES	\$ 151.31	TRAFFIC SIGNALS	E 100-53311-000-224 Utilities--Electric
05/04/20	014050	PAYMENT SERVICE NETWORK	\$ 8.00	BILLING INVOICE	E 100-51490-000-327 Real Estate Tax Expense
05/26/20	014051	WE ENERGIES	\$ 3,838.62	WELL 4	E 610-53700-000-952 Pumping-Power Purchases
05/05/20	014052	RHYME BUSINESS PRODUCTS	\$ 59.65	FINANCE COPIER	E 100-51420-000-240 Maint--Equipment
05/05/20	014052	RHYME BUSINESS PRODUCTS	\$ 25.57	FINANCE COPIER	E 640-53650-000-310 Office Supplies
05/05/20	014052	RHYME BUSINESS PRODUCTS	\$ 42.62	FINANCE COPIER	E 620-53610-100-310 Office Supplies
05/05/20	014052	RHYME BUSINESS PRODUCTS	\$ 42.62	FINANCE COPIER	E 610-53700-000-921 Office Supplies & Expenses
05/18/20	014053	RHYME BUSINESS PRODUCTS	\$ 322.92	ONE STOP COPIER	E 100-51420-000-240 Maint--Equipment
05/18/20	014053	RHYME BUSINESS PRODUCTS	\$ 322.91	ONE STOP COPIER	E 100-55300-000-310 Office Supplies
05/18/20	014053	RHYME BUSINESS PRODUCTS	\$ 323.12	PSB/POLICE COPIER	E 100-52100-000-390 Expenses
05/27/20	014054	CAMPDOC	\$ 3,323.30	SUMMER CAMP REFUNDS	R 100-999-46710 Registration Fees
05/27/20	014054	CAMPDOC	\$ 172.10	SUMMER CAMP REFUNDS	E 100-55300-000-390 Expenses
05/15/20	014055	CAMPDOC	\$ 4,735.11	REFUND SUMMER CAMP	R 100-999-46710 Registration Fees
05/15/20	014055	CAMPDOC	\$ 30.99	REFUND SUMMER CAMP	E 100-55300-000-390 Expenses
05/28/20	014056	EFTPS	\$ 25,788.58	FEDERAL TAXES	G 100-21512 Federal Taxes Withheld

DATE	CHECK #		AMOUNT	COMMENTS	ACCOUNT DESCRIPTION
03/12/20	063231	DNR - SS/7	\$ (25.00)	VOID - EXAM CANC. COVID 19	E 620-53610-100-345 Supplies
05/05/20	063439	AARONIN STEEL SALES INC.	\$ 191.00	MATERIAL - BUILDING MAINT. - WWTP	E 620-53610-100-249 Maint--General Plant
05/05/20	063440	ASSOCIATED APPRAISAL CONSUL	\$ 4,262.03	ASSESSOR FEES INCL. ELEC. DATA	E 100-51530-000-218 Assessor--Fees
05/05/20	063441	CASPER S TRUCK EQUIPMENT	\$ 504.00	BUMPER	E 620-53610-100-330 Transportation
05/05/20	063442	DESROCHES, MEGAN	\$ 38.00	REFUND TODDLER CLASS CANC.	R 100-000-46710 Registration Fees
05/05/20	063443	E.H. WOLF & SONS INC.-SLINGER	\$ 365.06	DIESEL FUEL	G 100-16120 Diesel Inventory
05/05/20	063443	E.H. WOLF & SONS INC.-SLINGER	\$ 309.70	NO LEAD GASOLINE	G 100-16110 Inventory
05/05/20	063444	ESPIRE HOMES, INC.	\$ 100.00	REF OCC BD: W237N6869 ANCIENT OAKS, SUSSEX	G 100-23230 Occupancy Deposits
05/05/20	063445	FALLS AUTO PARTS & SUPPLIES	\$ 46.33	OIL FILTER	E 620-53610-100-330 Transportation
05/05/20	063445	FALLS AUTO PARTS & SUPPLIES	\$ 22.12	OIL FILTER, AIR FILTER - F350	E 620-53610-100-330 Transportation
05/05/20	063446	HUEY, ALLISON	\$ 48.00	REFUND TODDLER DANCE CANC.	R 100-000-46710 Registration Fees
05/05/20	063447	HUFFMAN, MICHELLE	\$ 48.00		R 100-000-46710 Registration Fees
05/05/20	063448	KANNACHAZHATH, VIDYA	\$ 150.00	#2323 REFUND EVENT CANC.	G 100-23410 Rent Deposits
05/05/20	063448	KANNACHAZHATH, VIDYA	\$ 395.00	#2323 REFUND EVENT CANC.	R 100-999-48230 Village Property Rent
05/05/20	063449	LAKE COUNTRY FIRE & RESCUE	\$ 980.00	EMT CLASS - DS	E 100-52200-000-324 Schooling & Dues
05/05/20	063450	MYHRE, SHANNON	\$ 28.00	#1013557.001 REFUND CLASS CANC.	R 100-000-46710 Registration Fees
05/05/20	063451	PIGGLY WIGGLY	\$ 16.95	TEAM 3 - MORAL LUNCH SUPPLIES - COVID 19	E 100-51410-000-180 Human Resources Expense
05/05/20	063451	PIGGLY WIGGLY	\$ 23.25	TEAM 3 - MORAL LUNCH SUPPLIES - COVID 19	E 100-51410-000-180 Human Resources Expense
05/05/20	063451	PIGGLY WIGGLY	\$ 2.50	WATER	E 610-53700-000-930 Misc General Expenses
05/05/20	063451	PIGGLY WIGGLY	\$ 13.16	ICE - SHIP SAMPLES	E 620-53610-300-420 Lab Supplies--Treatment
05/05/20	063451	PIGGLY WIGGLY	\$ 13.78	ELECTION-BEVERAGES	E 100-51440-000-390 Expenses
05/05/20	063451	PIGGLY WIGGLY	\$ 40.71	ELECTION-SNACK ITEMS	E 100-51440-000-390 Expenses
05/05/20	063451	PIGGLY WIGGLY	\$ 37.98	PROPANE	E 100-52200-000-242 Maint--Bldg & Facilities
05/05/20	063452	POBLOCKI, PAMELA	\$ 25.00	REFUND - DUPLICATE YARD WASTE PAYMENT	R 100-000-46436 Yard Waste Charges
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 3,286.33	WC #TBD 5/1/2020-21	E 620-53610-100-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 44.37	CRIME #4041574 5/1/2020-21	E 100-55200-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 23.79	PKG #67181 5/1/2020-21	E 100-56700-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 986.82	WC #TBD 5/1/2020-21	E 640-53650-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 1,768.50	WC #TBD 5/1/2020-21	E 610-53700-000-924 Property Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 384.64	PKG #67181 5/1/2020-21	G 100-14500 Due from Haass Library
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 203.16	PKG #67181 5/1/2020-21	E 100-55300-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 962.20	PKG #67181 5/1/2020-21	E 100-55200-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 6,491.47	WC #TBD 5/1/2020-21	E 100-52200-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 2,132.00	CHUBB #TBD 5/1/2020-21 STG TANK	E 620-53610-100-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 62.61	PKG #67181 5/1/2020-21	E 100-51491-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 319.16	WC #TBD 5/1/2020-21	E 100-51491-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 42.37	PKG #67181 5/1/2020-21	E 100-51430-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 109.75	PKG #67181 5/1/2020-21	E 100-51410-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 53.70	PKG #67181 5/1/2020-21	E 100-51510-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 94.17	PKG #67181 5/1/2020-21	E 100-51600-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 493.69	WC #TBD 5/1/2020-21	E 100-56700-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 16.27	CRIME #4041574 5/1/2020-21	E 100-52400-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 544.03	WC #TBD 5/1/2020-21	E 100-51510-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 884.17	PKG #67181 5/1/2020-21	E 610-53700-000-924 Property Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC.	\$ 610.55	WC #TBD 5/1/2020-21	E 100-51420-000-510 Insurance

DATE	CHECK #		AMOUNT	COMMENTS	ACCOUNT DESCRIPTION
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	474.38	WC #TBD 5/1/2020-21	E 100-51600-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	23.65	CRIME #4041574 5/1/2020-21	E 100-51410-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	10.15	CRIME #4041574 5/1/2020-21	E 100-51420-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	9.13	CRIME #4041574 5/1/2020-21	E 100-51430-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	11.57	CRIME #4041574 5/1/2020-21	E 100-51510-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	20.29	CRIME #4041574 5/1/2020-21	E 100-51600-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	10.73	CRIME #4041574 5/1/2020-21	E 100-51938-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	107.82	CRIME #4041574 5/1/2020-21	E 100-53311-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	274.10	CRIME #4041574 5/1/2020-21	E 100-52100-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	80.69	CRIME #4041574 5/1/2020-21	E 100-52200-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	171.44	WC #TBD 5/1/2020-21	E 100-51430-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	13.49	CRIME #4041574 5/1/2020-21	E 100-51491-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	75.52	PKG #67181 5/1/2020-21	E 100-52400-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	300.75	WC #TBD 5/1/2020-21	G 100-14500 Due from Haass Library
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	2,713.79	PKG #67181 5/1/2020-21	E 100-52200-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	1,350.92	PKG #67181 5/1/2020-21	E 100-52100-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	2,896.66	PKG #67181 5/1/2020-21	E 100-53311-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	142.69	PKG #67181 5/1/2020-21	E 640-53650-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	1,891.91	WC #TBD 5/1/2020-21	E 100-55300-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	1,483.93	WC #TBD 5/1/2020-21	E 100-55200-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	238.69	WC #TBD 5/1/2020-21	E 100-52400-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	47.11	PKG #67181 5/1/2020-21	E 100-51420-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	82.87	CRIME #4041574 5/1/2020-21	G 100-14500 Due from Haass Library
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	1,218.46	PKG #67181 5/1/2020-21	E 620-53610-100-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	30.74	CRIME #4041574 5/1/2020-21	E 640-53650-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	114.23	CRIME #4041574 5/1/2020-21	E 610-53700-000-924 Property Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	143.00	CRIME #4041574 5/1/2020-21	E 620-53610-100-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	869.73	WC #TBD 5/1/2020-21	E 100-51410-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	2,675.29	PKG #67181 5/1/2020-21	E 100-51938-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	5.13	CRIME #4041574 5/1/2020-21	E 100-56700-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	265.62	WC #TBD 5/1/2020-21	E 100-52100-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	1,839.00	WC #TBD 5/1/2020-21	E 100-53311-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	431.00	WC #TBD 5/1/2020-21	E 100-51938-000-510 Insurance
05/05/20	063453	R & R INSURANCE SERVICES, INC. \$	43.77	CRIME #4041574 5/1/2020-21	E 100-55300-000-510 Insurance
05/05/20	063454	RIVER RUN COMPUTERS INC. \$	480.00	PARK PAVILION WIFI	E 410-57620-000-490 Other Building Materials
05/05/20	063455	ROSO, JOHN M \$	44.00	#1013733.001 REFUND CLASS CANC.	R 100-000-46710 Registration Fees
05/05/20	063456	SAILOR, ANDREW \$	240.00	TAX REFUND OVERAGE	G 100-21910 Tax Check Change
05/05/20	063457	SPIERING, MARY \$	28.00	#1015138.002 REFUND CLASS CANC.	R 100-000-46710 Registration Fees
05/05/20	063458	STICKYBOYZ, LLC \$	70.00	YARD WASTE - SIGNS	E 100-53635-000-390 Expenses
05/05/20	063459	SWEATT, KATIE \$	38.00	REFUND TODDLER DANCE CANC.	R 100-000-46710 Registration Fees
05/05/20	063460	TRILOGY CONSULTING, LLC \$	1,045.00	STORM WATER RATE UPDATE	E 640-53650-000-216 Engineering
05/05/20	063461	TRYGGESTAD, CHELSEA \$	165.00	#2266 REFUND EVENT CANC.	R 100-999-48230 Village Property Rent
05/05/20	063461	TRYGGESTAD, CHELSEA \$	150.00	#2266 REFUND EVENT CANC.	G 100-23410 Rent Deposits
05/05/20	063462	WAUKESHA CTY TREAS-RM148 \$	5,783.51	1ST QTR 2020 POLICE SERVICES OVERTIME	E 100-52100-000-290 Contractual Fees
05/05/20	063462	WAUKESHA CTY TREAS-RM148 \$	164.16	MARCH 2020 RADIO SERVICES	E 100-52200-000-246 Maint--Radio

DATE	CHECK #		AMOUNT	COMMENTS	ACCOUNT DESCRIPTION
05/05/20	063463	WE ENERGIES-LILLY RD	\$ 92,206.99	LIGHTING AT MAPLE/JOHANSEN TO GOOD HOPE-MAPLE AVE RE	E 410-57331-000-390 Expenses
05/05/20	063464	WI DEPT OF JUSTICE - 93970	\$ 14.00	BACKGROUND CHECKS	E 100-55200-000-180 Human Resources Expense
05/05/20	063464	WI DEPT OF JUSTICE - 93970	\$ 10.00	BACKGROUND CHECKS	E 100-55350-000-180 Human Resources Expense
05/05/20	063464	WI DEPT OF JUSTICE - 93970	\$ 91.00	BACKGROUND CHECKS	R 100-000-44120 Operator s Licenses
05/05/20	063465	WIGGINS, ERIN	\$ 28.00	#1013597.001 REFUND CLASS CANC.	R 100-000-46710 Registration Fees
05/05/20	063466	WILLIAM RYAN-MONONA	\$ 100.00	REF. OCC BD: N56W24161 PEPPERTREE DR NORTH, SUSSEX	G 100-23230 Occupancy Deposits
05/13/20	063468	AIR ONE EQUIPMENT, INC.	\$ 1,012.50	MSA P-100 OPTI FILTERS	E 100-52200-000-344 Uniforms & Protective Clothes
05/13/20	063469	ANDERSON, PAM	\$ 30.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063470	ARMSTONG, CHARLES	\$ 15.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063471	BARNHART, AMANDA	\$ 35.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063472	BATZER, JODI	\$ 60.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063473	BLAUGH, ANDREW	\$ 30.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063474	DOUGHERTY, ALICIA	\$ 45.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063475	DOYLE, ELISA	\$ 35.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063476	ELLIS, JEREMY	\$ 65.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063477	ENDERLE, JASON & AMBER	\$ 20.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063478	FELDKAMP, PAMELA	\$ 35.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063479	GDOWSKI, JULIE	\$ 25.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063480	GREENWALDT, STACEY	\$ 25.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063481	HAAS,LINDSAY	\$ 35.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063482	HATTENHAUER, JEAN	\$ 25.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063483	HEFNER, MELISSA	\$ 20.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063484	HEISLER, KATIE	\$ 70.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063485	HERNANDEZ, LAUREN	\$ 40.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063486	ICMA RETIREMENT TRUST 457	\$ 2,249.70	DEFERRED COMPENSATION - 302052	G 100-21521 ICMA Withheld
05/13/20	063486	ICMA RETIREMENT TRUST 457	\$ 185.34	DEFERRED COMPENSATION - 302052	G 100-14500 Due from Haass Library
05/13/20	063487	IRVINE, STACEY	\$ 45.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063488	JENKINS, GREG	\$ 45.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063489	JET CONSTRUCTION, LLC	\$ 3,200.00	GOOD HOPE RD RECON - REPLACE CONCRETE APPROACH	E 410-57331-000-390 Expenses
05/13/20	063490	JOHNS DISPOSAL SERVICE INC	\$ 25,022.16	RUBBISH SERVICE	E 100-53620-000-290 Contractual Fees
05/13/20	063490	JOHNS DISPOSAL SERVICE INC	\$ 11,846.24	RECYCLING SERVICE	E 100-53635-000-290 Contractual Fees
05/13/20	063490	JOHNS DISPOSAL SERVICE INC	\$ 649.46	STREET SWEEPINGS	E 640-53650-000-290 Contractual Fees
05/13/20	063491	KEMPER, DANIEL J OR KRISTIN L	\$ 15.00	REFUND-DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063492	LUKAS, MICHELLE	\$ 45.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063493	MERCER, JULIE	\$ 50.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063494	NICHOLS, MICHELLE	\$ 40.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063495	PASSINT, NICHOLAS	\$ 75.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063496	PAULI, TONI	\$ 45.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063497	PETERSON, JOE	\$ 35.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063498	POLCZYNSKI, TODD	\$ 35.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063499	PRO BARK	\$ 72.00	2 YRDS TOPSOIL - PARKS	E 100-55200-000-399 Horticulture
05/13/20	063500	QUINLAN, DANA	\$ 35.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063501	REISTAD, KIM	\$ 25.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063502	ROTH, CHRISTINA	\$ 40.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063503	S J KARATE	\$ 412.57	KATATE CLASSES	E 100-55350-000-140 Program Instructors

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05/13/20	063504	SANDERS-BARTA, SARAH	\$ 80.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063505	SCHAEFER, LAURA	\$ 25.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063506	SCHELLHAAS, DIANA	\$ 25.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063507	STARK PAVEMENT CORP.	\$ 148,411.85	MAPLE AVE RECON #2	E 410-57331-000-290 Contractual Fees
05/13/20	063508	STOVER, MICHAEL & BRIANA	\$ 20.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063509	STROMMEN, ERIK	\$ 10.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063510	SUPER WESTERN, INC.	\$ 520,158.07	MAPLE AVE RECON	E 410-57331-000-290 Contractual Fees
05/13/20	063511	THEN, HEIDI	\$ 40.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063512	THOMPSON, RENEE	\$ 20.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063513	UNEMPLOYMENT INSURANCE	\$ 19.82	UNEMPLOYMENT - COUPON #000010065011	E 100-55350-000-155 Unemployment Compensation
05/13/20	063513	UNEMPLOYMENT INSURANCE	\$ 25.48	UNEMPLOYMENT - COUPON #000010065011	E 100-55350-000-155 Unemployment Compensation
05/13/20	063513	UNEMPLOYMENT INSURANCE	\$ 12.74	UNEMPLOYMENT - COUPON #000010065011	E 100-55350-000-155 Unemployment Compensation
05/13/20	063513	UNEMPLOYMENT INSURANCE	\$ 12.74	UNEMPLOYMENT - COUPON #000010065011	E 100-55350-000-155 Unemployment Compensation
05/13/20	063514	USEMCO, INC.	\$ 3,183.00	REPL PUMP NON POTABLE WTR PUMP #2	G 620-18335 Advance Treatment Equipment
05/13/20	063515	VILLAGE OF RICHFIELD	\$ 6,873.49	MAY 2020 BUILDING INSP CONTRACT	E 100-52400-000-290 Contractual Fees
05/13/20	063516	VULLINGS, NICOLE	\$ 25.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063517	WAGNER, AMANDA	\$ 75.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/13/20	063518	WAUKESHA CTY TREAS-RM148	\$ 2,293.46	2020 PUBLIC SAFETY SYSTEM CHARGES	E 100-52200-000-340 Data Processing Services
05/13/20	063519	WEA INSURANCE TRUST	\$ 2,491.34	HEALTH 6/1-7/1/2020	E 100-53311-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 134.50	HEALTH 6/1-7/1/2020	E 100-56700-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 1,120.78	HEALTH 6/1-7/1/2020	E 100-51420-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 1,676.44	HEALTH 6/1-7/1/2020	E 640-53650-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 653.26	HEALTH 6/1-7/1/2020	E 100-51491-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 3,302.16	HEALTH 6/1-7/1/2020	E 100-55200-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 5,640.63	HEALTH 6/1-7/1/2020	E 620-53610-100-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 429.10	HEALTH 6/1-7/1/2020	E 100-51600-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 1,075.97	HEALTH 6/1-7/1/2020	E 100-51510-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 568.72	HEALTH 6/1-7/1/2020	E 100-53635-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 5,191.54	HEALTH 6/1-7/1/2020	E 610-53700-000-926 Employee Pension & Benefits
05/13/20	063519	WEA INSURANCE TRUST	\$ 659.03	HEALTH 6/1-7/1/2020	E 100-51430-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 422.69	HEALTH 6/1-7/1/2020	E 100-55202-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 5,187.70	HEALTH 6/1-7/1/2020	G 100-14500 Due from Haass Library
05/13/20	063519	WEA INSURANCE TRUST	\$ 1,729.19	HEALTH 6/1-7/1/2020	E 100-55350-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 288.20	HEALTH 6/1-7/1/2020	E 100-54600-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ 1,258.47	HEALTH 6/1-7/1/2020	E 100-55300-000-135 Employee Insurance
05/13/20	063519	WEA INSURANCE TRUST	\$ (575.72)	HEALTH 6/1-7/1/2020	E 100-52200-000-135 Employee Insurance
05/13/20	063520	WI SCTF	\$ 187.50	BAUMANN #2921266	G 100-21555 Child Support
05/13/20	063520	WI SCTF	\$ 553.84	VERSH #5465656	G 100-21555 Child Support
05/13/20	063521	WIPFLI LLP	\$ 4,100.00	2019 AUDIT - INV. #1602557, 1585448	G 100-14500 Due from Haass Library
05/13/20	063521	WIPFLI LLP	\$ 7,200.00	2019 AUDIT - INV. #1602557, 1585448	E 610-53700-000-923 Outside Services Employed
05/13/20	063521	WIPFLI LLP	\$ 7,200.00	2019 AUDIT - INV. #1602557, 1585448	E 620-53610-100-212 Outside Services
05/13/20	063521	WIPFLI LLP	\$ 2,100.00	2019 AUDIT - INV. #1602557, 1585448	E 640-53650-000-215 Accountant
05/13/20	063521	WIPFLI LLP	\$ 800.00	2019 AUDIT - INV. #1602557, 1585448	E 470-51510-000-215 Accountant
05/13/20	063521	WIPFLI LLP	\$ 12,250.00	2019 AUDIT - INV. #1602557, 1585448	E 100-51510-000-215 Accountant
05/20/20	063522	AARONIN STEEL SALES INC.	\$ 99.00	MATERIAL	E 610-53700-000-935 Maint--Genl Plant & Equip

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05/20/20	063523	BEAR GRAPHICS, INC.	\$ 496.93	ELECTION ENVELOPES	E 100-51440-000-390 Expenses
05/20/20	063524	BMO HARRIS BANK, NA - PAYMEN	\$ 43.00	DINNER - CLOSE ELECTIONS	E 100-51440-000-390 Expenses
05/20/20	063524	BMO HARRIS BANK, NA - PAYMEN	\$ 219.19	SPLASH PAD CHEMICALS	E 410-57620-000-810 Equipment
05/20/20	063525	CHEMTRADE CHEMICALS US LLC	\$ 7,332.85	HYPER ION - PHOSPHORUS CHEMICAL	E 620-53610-300-411 Phosphorus Removal Chemical
05/20/20	063526	DELTA DENTAL	\$ (25.40)	DENTAL 23800-000-0000-00563	E 100-52200-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 101.21	DENTAL 23800-000-0000-00563	G 100-14500 Due from Haass Library
05/20/20	063526	DELTA DENTAL	\$ 146.12	DENTAL 23800-000-0000-00563	E 610-53700-000-926 Employee Pension & Benefits
05/20/20	063526	DELTA DENTAL	\$ 26.23	DENTAL 23800-000-0000-00563	E 100-51510-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 45.70	DENTAL 23800-000-0000-00563	E 640-53650-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 21.21	DENTAL 23800-000-0000-00563	E 100-51420-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 5.83	DENTAL 23800-000-0000-00563	E 100-51410-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 12.37	DENTAL 23800-000-0000-00563	E 100-55202-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 2.96	VISION 43607-000-00000-00000	G 100-14500 Due from Haass Library
05/20/20	063526	DELTA DENTAL	\$ 12.09	VISION 43607-000-00000-00000	G 100-21596 Vision Insurance
05/20/20	063526	DELTA DENTAL	\$ 16.07	DENTAL 23800-000-0000-00563	E 100-51430-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 16.05	DENTAL 23800-000-0000-00563	E 100-53635-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 37.76	DENTAL 23800-000-0000-00563	E 100-55300-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 10.67	DENTAL 23800-000-0000-00563	E 100-51600-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 17.09	DENTAL 23800-000-0000-00563	E 100-51491-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 62.03	DENTAL 23800-000-0000-00563	E 100-55200-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 6.61	DENTAL 23800-000-0000-00563	E 100-56700-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 69.35	DENTAL 23800-000-0000-00563	E 100-53311-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 9.09	DENTAL 23800-000-0000-00563	E 100-54600-000-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 158.82	DENTAL 23800-000-0000-00563	E 620-53610-100-135 Employee Insurance
05/20/20	063526	DELTA DENTAL	\$ 54.54	DENTAL 23800-000-0000-00563	E 100-55350-000-135 Employee Insurance
05/20/20	063527	E.H. WOLF & SONS INC.-SLINGER	\$ 181.32	GASOLINE - MOWERS - LIONS	E 100-55200-000-239 Maint -Gas & Diesel
05/20/20	063527	E.H. WOLF & SONS INC.-SLINGER	\$ 416.13	NO LEAD GASOLINE	G 100-16110 Inventory
05/20/20	063527	E.H. WOLF & SONS INC.-SLINGER	\$ 407.21	DIESEL FUEL	G 100-16120 Diesel Inventory
05/20/20	063528	GRAINGER	\$ 90.90	NIPPLES - NON POTABLE PUMP	E 620-53610-300-245 Maint--Trmt & Disposal Equip
05/20/20	063529	JOHN FABICK TRACTOR CO	\$ 610.00	BATTERY CHARGER	E 620-53610-200-249 Maint--General Plant
05/20/20	063530	KAEREK HOMES INC.	\$ 100.00	OCC BD REF: W236N7246 MEADOW CT., SUSSEX	G 100-23230 Occupancy Deposits
05/20/20	063530	KAEREK HOMES INC.	\$ 100.00	OCC BD REF: W239N5503 FIELDSTONE PASS CIR., SUSSEX	G 100-23230 Occupancy Deposits
05/20/20	063531	KORNDORFER HOMES	\$ 100.00	OCC BD REF: N69W23597 DONNA DR., SUSSEX	G 100-23230 Occupancy Deposits
05/20/20	063532	MUNICIPAL PROPERTY INSURANC	\$ 19,912.55	WMPV POLICY 5000435-5 5/1/2020-21	E 620-53610-300-510 Insurance
05/20/20	063532	MUNICIPAL PROPERTY INSURANC	\$ 23.24	WMPV POLICY 5000435-5 5/1/2020-21	E 620-53610-100-510 Insurance
05/20/20	063532	MUNICIPAL PROPERTY INSURANC	\$ 3,391.04	WMPV POLICY 5000435-5 5/1/2020-21	E 100-53311-000-510 Insurance
05/20/20	063532	MUNICIPAL PROPERTY INSURANC	\$ 8,558.72	WMPV POLICY 5000435-5 5/1/2020-21	E 100-51600-000-510 Insurance
05/20/20	063532	MUNICIPAL PROPERTY INSURANC	\$ 449.85	WMPV POLICY 5000435-5 5/1/2020-21	E 640-53650-000-510 Insurance
05/20/20	063532	MUNICIPAL PROPERTY INSURANC	\$ 1,674.31	WMPV POLICY 5000435-5 5/1/2020-21	E 100-52100-000-510 Insurance
05/20/20	063532	MUNICIPAL PROPERTY INSURANC	\$ 439.84	WMPV POLICY 5000435-5 5/1/2020-21	E 620-53610-200-510 Insurance
05/20/20	063532	MUNICIPAL PROPERTY INSURANC	\$ 8,764.96	WMPV POLICY 5000435-5 5/1/2020-21	E 610-53700-000-924 Property Insurance
05/20/20	063532	MUNICIPAL PROPERTY INSURANC	\$ 5,823.24	WMPV POLICY 5000435-5 5/1/2020-21	G 100-14500 Due from Haass Library
05/20/20	063532	MUNICIPAL PROPERTY INSURANC	\$ 4,905.52	WMPV POLICY 5000435-5 5/1/2020-21	E 100-55200-000-510 Insurance
05/20/20	063532	MUNICIPAL PROPERTY INSURANC	\$ 1,750.73	WMPV POLICY 5000435-5 5/1/2020-21	E 100-52200-000-510 Insurance
05/20/20	063533	SCHROEDER IMPLEMENT	\$ 39.94	TRIMMER LINE	E 100-55200-000-298 Contract--Park Sanitation

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05/20/20	063534	SMITH, COREY	\$ 1,000.00	TREE REMOVAL-MAPLE AVE ROAD RECON.	E 410-57331-000-390 Expenses
05/20/20	063535	STRAIGHT LINE	\$ 500.00	CONSTRUCT 6 NEW DISC GOLF COVERS	E 100-55200-000-407 Disc Golf Course Maintenance
05/20/20	063536	USEMCO, INC.	\$ 217.20	FREIGHT - BALANCE DUE INV. 01591	G 620-18335 Advance Treatment Equipment
05/20/20	063537	VERIZON WIRELESS	\$ 94.06	EKG DEFIBS & BROADBAND	E 100-52200-000-220 Utilities--Telephone
05/20/20	063538	WI DEPT OF JUSTICE - 93970	\$ 10.00	BACKGROUND CHECKS-DAY CAMP COUNSELOR	E 100-55350-000-180 Human Resources Expense
05/20/20	063538	WI DEPT OF JUSTICE - 93970	\$ 91.00	BACKGROUND CHECKS	R 100-000-44120 Operator s Licenses
05/20/20	063538	WI DEPT OF JUSTICE - 93970	\$ 14.00	BACKGROUND CHECKS-PARK SEASONAL	E 100-55200-000-180 Human Resources Expense
05/27/20	063539	ALLAN BUILDERS INC.	\$ 400.00	REFUND ST & L/S BDS: N75W23861 HIGH RIDGE DR., SUSSEX	G 100-23240 Landscaping/Erosion Deposits
05/27/20	063539	ALLAN BUILDERS INC.	\$ 2,000.00	REFUND ST & L/S BDS: N75W23861 HIGH RIDGE DR., SUSSEX	G 100-23220 Road Cleaning Deposits
05/27/20	063540	ASSOCIATED APPRAISAL CONSUL	\$ 4,262.03	ASSESSOR FEES INCL ELEC DATA	E 100-51530-000-218 Assessor--Fees
05/27/20	063541	BANYON DATA SYSTEMS, INC.	\$ 395.00	SUPPORT - UB METER DEVICE 2020	E 610-53700-000-935 Maint--Genl Plant & Equip
05/27/20	063541	BANYON DATA SYSTEMS, INC.	\$ 65.02	SUPPORT - PAY DIR DEP 2020	E 100-51510-000-340 Data Processing Services
05/27/20	063541	BANYON DATA SYSTEMS, INC.	\$ 64.99	SUPPORT - PAY DIR DEP 2020	E 610-53700-000-903 Accounting Supplies & Expenses
05/27/20	063541	BANYON DATA SYSTEMS, INC.	\$ 64.99	SUPPORT - PAY DIR DEP 2020	E 620-53610-100-310 Office Supplies
05/27/20	063541	BANYON DATA SYSTEMS, INC.	\$ 65.02	SUPPORT - PSN MODULE 2020	E 610-53700-000-903 Accounting Supplies & Expenses
05/27/20	063541	BANYON DATA SYSTEMS, INC.	\$ 64.99	SUPPORT - PSN MODULE 2020	E 620-53610-100-310 Office Supplies
05/27/20	063541	BANYON DATA SYSTEMS, INC.	\$ 64.99	SUPPORT - PSN MODULE 2020	E 640-53650-000-340 Data Processing Services
05/27/20	063541	BANYON DATA SYSTEMS, INC.	\$ 495.00	SUPPORT - PAYROLL ADDL ENTITY PHPL	G 100-14500 Due from Haass Library
05/27/20	063542	E.H. WOLF & SONS INC.-SLINGER	\$ 50.95	REPAIR GAS HOSE	E 100-53311-000-239 Maint -Gas & Diesel
05/27/20	063542	E.H. WOLF & SONS INC.-SLINGER	\$ 50.95	REPAIR GAS HOSE	E 100-55200-000-239 Maint -Gas & Diesel
05/27/20	063542	E.H. WOLF & SONS INC.-SLINGER	\$ 50.95	REPAIR GAS HOSE	E 610-53700-000-933 Transportation Expenses
05/27/20	063542	E.H. WOLF & SONS INC.-SLINGER	\$ 50.95	REPAIR GAS HOSE	E 620-53610-100-330 Transportation
05/27/20	063543	FERGUSON WATERWORKS #1476	\$ 161.00	VALVES	E 610-53700-000-651 Maint of Mains
05/27/20	063544	GOVOFFICE	\$ 325.00	WEBSITE HOSTING & SUPPORT - 3 MONTHS	E 100-51490-000-347 Community Information
05/27/20	063545	GRAINGER	\$ 16.39	REPL TIRE & INNER TUBE KIT	E 100-51600-000-242 Maint--Bldg & Facilities
05/27/20	063546	GREG RECHLIN BUILDERS	\$ 100.00	REFUND OCC BD: N73W23635 CRAVEN DR., SUSSEX	G 100-23230 Occupancy Deposits
05/27/20	063547	HALEN HOMES LLC	\$ 400.00	REFUND L/S & ST BD: N54W23901 FIELDSTONE PS CIR., SUSSEX	G 100-23240 Landscaping/Erosion Deposits
05/27/20	063547	HALEN HOMES LLC	\$ 2,000.00	REFUND L/S & ST BD: N54W23901 FIELDSTONE PS CIR., SUSSEX	G 100-23220 Road Cleaning Deposits
05/27/20	063548	HURLEY, DEEANN	\$ 30.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/27/20	063549	ICMA RETIREMENT TRUST 457	\$ 2,249.70	DEFERRED COMPENSATION - 302052	G 100-21521 ICMA Withheld
05/27/20	063549	ICMA RETIREMENT TRUST 457	\$ 185.34	DEFERRED COMPENSATION - 302052	G 100-14500 Due from Haass Library
05/27/20	063550	JOHNSON & SONS PAVING, LLC	\$ 4,300.00	REMOVE/REPLACE PAVEMENT-WELL 8	G 610-19321 Pumping Plant Structures-Water
05/27/20	063550	JOHNSON & SONS PAVING, LLC	\$ 1,800.00	CONCRETE CURB & GUTTER-W233N7310 FLAGSTONE CT	E 100-53311-000-230 Maint--Street Materials
05/27/20	063551	KING, JANICE	\$ 30.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/27/20	063552	KINGS WAY HOMES	\$ 100.00	REFUND OCC BD: W239N7547 HIGH RIDGE DR., SUSSEX	G 100-23230 Occupancy Deposits
05/27/20	063553	LEAGUE OF WI MUNICIPALITIE-NE	\$ 2,000.00	LEAF STUDY 2020	E 640-53650-000-290 Contractual Fees
05/27/20	063554	MUELLER, MEGAN	\$ 55.00	REFUND - OPERATOR LICENSE - WITHDREW	R 100-000-44120 Operator s Licenses
05/27/20	063555	MUNICIPAL LAW & LITIGATION	\$ 7,796.95	MAY 2020 ATTORNEY FEES	E 100-51300-000-211 Legal Fees--Opinions
05/27/20	063555	MUNICIPAL LAW & LITIGATION	\$ 3,098.75	MARCH 2020 ATTORNEY FEES	E 100-51300-000-210 Legal Fees--Traffic
05/27/20	063555	MUNICIPAL LAW & LITIGATION	\$ 8,006.50	MARCH 2020 ATTORNEY FEES	E 100-51300-000-211 Legal Fees--Opinions
05/27/20	063555	MUNICIPAL LAW & LITIGATION	\$ 840.00	APRIL 2020 ATTORNEY FEES	E 100-51300-000-210 Legal Fees--Traffic
05/27/20	063555	MUNICIPAL LAW & LITIGATION	\$ 3,053.35	APRIL 2020 ATTORNEY FEES	E 100-51300-000-211 Legal Fees--Opinions
05/27/20	063555	MUNICIPAL LAW & LITIGATION	\$ 1,032.50	MAY 2020 ATTORNEY FEES	E 100-51300-000-210 Legal Fees--Traffic
05/27/20	063556	NORTH SHORE ANALYTICAL	\$ 250.00	EFFLUENT & INFLUENT - TESTING WWTP	E 620-53610-300-212 Outside Services
05/27/20	063557	PAKENHAM, BECKY	\$ 40.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees

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05/27/20	063558	PAYNE & DOLAN, INC.	\$ 174,875.73	CTH K & STH 164 WANGARD THRU 5/8/2020	E 470-57331-000-290 Contractual Fees
05/27/20	063559	PEASE, ANDREA	\$ 25.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 82.89	LIFE INS 6/1-30/2020	G 100-14500 Due from Haass Library
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 5.61	LIFE INS 6/1-30/2020	E 100-51430-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 21.83	LIFE INS 6/1-30/2020	E 100-55300-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 2.29	LIFE INS 6/1-30/2020	E 100-54600-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 5.05	LIFE INS 6/1-30/2020	E 100-52100-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 40.71	LIFE INS 6/1-30/2020	E 100-52200-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 30.57	LIFE INS 6/1-30/2020	E 100-55200-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 4.25	LIFE INS 6/1-30/2020	E 100-51600-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 3.86	LIFE INS 6/1-30/2020	E 100-55202-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 95.59	LIFE INS 6/1-30/2020	E 620-53610-100-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 2.02	LIFE INS 6/1-30/2020	E 100-52400-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 7.90	LIFE INS 6/1-30/2020	E 100-53635-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 34.94	LIFE INS 6/1-30/2020	E 100-53311-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 15.27	LIFE INS 6/1-30/2020	E 100-51510-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 15.95	LIFE INS 6/1-30/2020	E 100-51420-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 21.42	LIFE INS 6/1-30/2020	E 100-51410-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 26.31	LIFE INS 6/1-30/2020	E 640-53650-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 9.95	LIFE INS 6/1-30/2020	E 100-51491-000-135 Employee Insurance
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 88.84	LIFE INS 6/1-30/2020	E 610-53700-000-926 Employee Pension & Benefits
05/27/20	063560	PLIC - SBD GRAND ISLAND	\$ 7.54	LIFE INS 6/1-30/2020	E 100-56700-000-135 Employee Insurance
05/27/20	063561	SALASIEDER, BRENNIA	\$ 35.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/27/20	063562	STERN, KARI	\$ 25.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/27/20	063563	STRAND ASSOCIATES, INC.	\$ 95.03	SCADA ONGOING MAINT-JEANINE FLOW READINGS	E 610-53700-000-923 Outside Services Employed
05/27/20	063563	STRAND ASSOCIATES, INC.	\$ 95.02	SCADA ONGOING MAINT-JEANINE FLOW READINGS	E 620-53610-100-212 Outside Services
05/27/20	063564	STROMMEN, KELLY	\$ 15.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/27/20	063565	TAYLOR, KEVIN	\$ 5.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/27/20	063566	TIM O BRIEN HOMES	\$ 2,000.00	REFUND L/S & ST BDS: W239N5417 FIELDSTONE PS CIR., SUSSEX	G 100-23220 Road Cleaning Deposits
05/27/20	063566	TIM O BRIEN HOMES	\$ 400.00	REFUND L/S & ST BDS: W239N5417 FIELDSTONE PS CIR., SUSSEX	G 100-23240 Landscaping/Erosion Deposits
05/27/20	063567	TUSCHL, EILEEN	\$ 45.00	REFUND DANCE RECITAL TICKETS	R 100-251-46711 Admission Fees
05/27/20	063568	VILLAGE OF LANNON	\$ 16,202.95	2020 1ST QTR - INTERCEPTOR BILLING	E 620-53610-200-241 Maint--Collection System
05/27/20	063569	WAUKESHA CTY TREAS-RM148	\$ 137,212.37	JUNE 2020 - POLICE SERVICES	E 100-52100-000-290 Contractual Fees
05/27/20	063570	WI SCTF	\$ 187.50	BAUMANN #2921266	G 100-21555 Child Support
05/27/20	063570	WI SCTF	\$ 553.84	VERSH #5465656	G 100-21555 Child Support
05/27/20	063571	WILLIAM RYAN-MONONA	\$ 400.00	REF L/S BD: W241N5664 MAPLE GROVE LN, SUSSEX	G 100-23240 Landscaping/Erosion Deposits
05/27/20	063571	WILLIAM RYAN-MONONA	\$ 2,000.00	REF ST BD: W241N5675 MAPLE GROVE LN, SUSSEX	G 100-23220 Road Cleaning Deposits
05/27/20	063571	WILLIAM RYAN-MONONA	\$ 400.00	REF L/S BD: W241N5675 MAPLE GROVE LN, SUSSEX	G 100-23240 Landscaping/Erosion Deposits
05/27/20	063571	WILLIAM RYAN-MONONA	\$ 2,000.00	REF ST BD: N56W24101 SUSSEX PRESERVE BLVD, SUSSEX	G 100-23220 Road Cleaning Deposits
05/27/20	063571	WILLIAM RYAN-MONONA	\$ 400.00	REF L/S BD: N56W24101 SUSSEX PRESERVE BLVD, SUSSEX	G 100-23240 Landscaping/Erosion Deposits
05/27/20	063571	WILLIAM RYAN-MONONA	\$ 2,000.00	REF ST BD: W240N5657 HOLLY CT, SUSSEX	G 100-23220 Road Cleaning Deposits
05/27/20	063571	WILLIAM RYAN-MONONA	\$ 400.00	REF L/S BD: W240N5657 HOLLY CT, SUSSEX	G 100-23240 Landscaping/Erosion Deposits
05/27/20	063571	WILLIAM RYAN-MONONA	\$ 2,000.00	REF ST BD: W241N5664 MAPLE GROVE LN., SUSSEX	G 100-23220 Road Cleaning Deposits
05/27/20	063571	WILLIAM RYAN-MONONA	\$ 400.00	REF L/S BD: N56W24049 HOLLY CT, SUSSEX	G 100-23240 Landscaping/Erosion Deposits
05/27/20	063571	WILLIAM RYAN-MONONA	\$ 2,000.00	REF ST BD: N56W24049 HOLLY CT, SUSSEX	G 100-23220 Road Cleaning Deposits

DATE	CHECK #		AMOUNT	COMMENTS	ACCOUNT DESCRIPTION
05/27/20	063572	WISCONSIN DNR #93192	<u>\$ 5,728.36</u>	ENVIRONMENTAL FEE	E 620-53610-300-349 Other Operating Supplies
		GRAND TOTAL	<u><u>\$ 1,689,533.12</u></u>		

Posting Date	Merchant Name	Amount	Cardholder
2020/04/30	A/E GRAPHICS, INC.	55.88	SANDRA A MEYER
2020/04/21	AIRGAS USA, LLC	135.93	SANDRA A MEYER
2020/04/29	AIRGAS USA, LLC	7.85	SANDRA A MEYER
2020/05/08	AMAZON PRIME*9I1GE7893	119.00	CHARLOTTE ABT
2020/04/30	AMAZON.COM*1N1HQ4T13	56.20	MARY L OLSON
2020/04/29	AMAZON.COM*6036I16Y3 AMZN	20.91	LINDA R STEINMETZ
2020/04/29	AMAZON.COM*7C71F0US3 AMZN	21.17	MARY L OLSON
2020/05/01	AMAZON.COM*AR0HQ26O3 AMZN	14.99	MARY L OLSON
2020/05/06	AMAZON.COM*C11WZ1XU3 AMZN	183.98	LORI NISWONGER
2020/04/29	AMAZON.COM*CS4UC9B53 AMZN	19.49	MARY L OLSON
2020/05/05	AMAZON.COM*EI0PJ8W53 AMZN	219.98	LORI NISWONGER
2020/05/07	AMAZON.COM*F95DN1P73 AMZN	102.83	MARY L OLSON
2020/05/01	AMAZON.COM*J62QN4953 AMZN	79.48	MARY L OLSON
2020/05/04	AMAZON.COM*NV4OY6T43	83.71	LINDA R STEINMETZ
2020/05/04	AMAZON.COM*OD1ZO0H43 AMZN	132.13	MARY L OLSON
2020/05/04	AMAZON.COM*PW8541W23 AMZN	129.29	MARY L OLSON
2020/04/23	AMAZON.COM*RP5NW9XB3 AMZN	24.98	BRENDA TENNYSON
2020/05/07	AMAZON.COM*UK8KI2XG3	28.85	ANNE PULVERMACHER
2020/04/30	AMAZON.COM*VK31L8WT3 AMZN	45.93	MARY L OLSON
2020/05/04	AMAZON.COM*WL7411GK3 AMZN	35.92	MARY L OLSON
2020/04/22	AMZN MKTP US	(499.00)	BRENDA TENNYSON
2020/05/06	AMZN MKTP US*1F4P51073	11.99	SAMUEL E LIEBERT
2020/04/29	AMZN MKTP US*D44HP9IR3	169.99	SAMUEL E LIEBERT
2020/05/04	AMZN MKTP US*F21S89O43	9.99	MARY L OLSON
2020/05/08	AMZN MKTP US*FW9JJ30S3	69.75	ANNE PULVERMACHER
2020/05/01	AMZN MKTP US*GI5056TZ3	20.99	MARY L OLSON
2020/05/08	AMZN MKTP US*HA7DZ3Z23	8.99	MARY L OLSON
2020/04/21	AMZN MKTP US*IW5CB3X03	33.50	MARY L OLSON
2020/05/05	AMZN MKTP US*JX26E15A3	46.59	MARY L OLSON
2020/05/04	AMZN MKTP US*MV10R7UL3	9.49	LORI NISWONGER
2020/05/01	AMZN MKTP US*T227E92A3	11.70	MARY L OLSON
2020/05/08	AMZN MKTP US*YM7VK9313 AM	26.99	BRENDA TENNYSON
2020/05/04	AMZN MKTP US*Z91EY9PL3	88.38	MARY L OLSON
2020/05/04	AMZN MKTP US*ZW55B3DK3	365.72	MARY L OLSON
2020/04/14	AT&T*BILL PAYMENT	963.74	SANDRA A MEYER
2020/05/06	AT&T*BILL PAYMENT	880.53	SANDRA A MEYER
2020/05/06	AT&T*BILL PAYMENT	1,110.89	SANDRA A MEYER
2020/05/06	ATT*BUS PHONE PMT	549.42	SANDRA A MEYER
2020/04/14	AUTO INDUSTRIAL COLOR INC	68.32	SANDRA A MEYER
2020/04/27	AWWA.ORG	382.00	DENNIS WOLF
2020/04/27	BAKER & TAYLOR - BOOKS	409.34	PHPL BOOKS
2020/04/27	BAKER & TAYLOR - BOOKS	2,318.86	PHPL BOOKS
2020/04/27	BAKER & TAYLOR - BOOKS	42.29	PHPL BOOKS
2020/04/27	BAKER & TAYLOR - BOOKS	2,529.76	PHPL BOOKS
2020/04/27	BAKER & TAYLOR - BOOKS	1,092.61	PHPL BOOKS
2020/04/27	BAKER & TAYLOR - BOOKS	353.29	PHPL BOOKS
2020/04/27	BAKER & TAYLOR - BOOKS	43.18	PHPL BOOKS
2020/04/27	BAKER & TAYLOR - BOOKS	1,781.97	PHPL BOOKS
2020/04/15	CINTAS CORP	1,413.86	SANDRA A MEYER
2020/05/06	CLIFTON LARSON ALLEN	557.79	SANDRA A MEYER
2020/04/30	COMPETITOR AWARDS MACHINE	943.00	SANDRA A MEYER
2020/04/24	COMPLETE OFFICE OF WISCON	65.94	BRENDA TENNYSON
2020/04/27	COMPLETE OFFICE OF WISCON	55.92	ANNE PULVERMACHER
2020/04/30	COMPLETE OFFICE OF WISCON	140.76	LINDA R STEINMETZ

Posting Date	Merchant Name	Amount	Cardholder
2020/05/01	COMPLETE OFFICE OF WISCON	57.37	BRENDA TENNYSON
2020/04/29	CORE & MAIN LP 227	270.00	SANDRA A MEYER
2020/04/28	DORNER COMPANY	5,128.00	SANDRA A MEYER
2020/04/22	EMERGENCY MEDICAL PRODUC	241.25	SANDRA A MEYER
2020/05/07	EMERGENCY MEDICAL PRODUC	249.68	SANDRA A MEYER
2020/04/16	ENVIRONMENTAL RESOURCE	299.52	DENNIS WOLF
2020/04/29	EUROFINS SF ANALYTICAL LA	485.00	SANDRA A MEYER
2020/05/06	EUROFINS SF ANALYTICAL LA	1,267.35	SANDRA A MEYER
2020/05/07	FACEBK *EWN9SSNAX2	50.00	LORI NISWONGER
2020/05/06	FACEBK *LQGFESABX2	17.93	LORI NISWONGER
2020/05/07	FACEBK *NJC7AS6BX2	50.00	LORI NISWONGER
2020/05/01	FACEBK *QXW99RSW52	10.00	MARY L OLSON
2020/04/22	GEIGER - ECOMMERCE PLP	1,420.83	HALIE DOBBECK
2020/05/11	HASTINGS AIR ENERGY CONTR	2,002.00	SANDRA A MEYER
2020/04/29	HAWKINS INC	547.00	DENNIS WOLF
2020/04/24	ILLINGWORTH KILGUST MECHA	970.30	SANDRA A MEYER
2020/04/22	IN *20/20 CAPTIONING & ST	356.25	SANDRA A MEYER
2020/05/06	IN *20/20 CAPTIONING & ST	142.50	SANDRA A MEYER
2020/05/06	IN *20/20 CAPTIONING & ST	142.50	SANDRA A MEYER
2020/04/21	IN *AIR ONE EQUIPMENT, IN	172.50	SANDRA A MEYER
2020/05/06	IN *AIR ONE EQUIPMENT, IN	157.50	SANDRA A MEYER
2020/04/21	IN *MAYER REPAIR	192.39	SANDRA A MEYER
2020/04/22	IN *WISCONSIN LAKE & POND	447.25	SANDRA A MEYER
2020/04/14	JOURNAL SENTINEL	82.45	SANDRA A MEYER
2020/04/16	L AND S ELECTRIC INC	2,463.00	SANDRA A MEYER
2020/04/20	LOUS GLOVES INC	211.00	JONATHAN S BAUMANN
2020/04/23	MENARDS PEWAUKEE WI	138.85	SANDRA A MEYER
2020/04/30	MENARDS PEWAUKEE WI	348.36	SANDRA A MEYER
2020/05/07	MENARDS PEWAUKEE WI	576.05	SANDRA A MEYER
2020/04/27	MIDWEST METER - JACKSON	13,104.00	SANDRA A MEYER
2020/05/01	MOTION INDUSTRIES OFFICE	571.60	SANDRA A MEYER
2020/04/23	NCL OF WISCONSIN INC	104.30	SANDRA A MEYER
2020/05/07	NORTHERN LAKE SERVICE- IN	220.00	SANDRA A MEYER
2020/04/27	OPC MSC*SERVICE FEE 024	(2.95)	THOMAS A BERRES
2020/04/27	OPC*WI RURAL WTR CONF	(100.00)	THOMAS A BERRES
2020/04/22	PAUL CONWAY SHIELDS IN HO	721.79	SANDRA A MEYER
2020/04/29	PAYNE & DOLAN INC 1010	1,052.77	SANDRA A MEYER
2020/05/11	PBS DISTRIBUTION LLC #1	38.79	MARY L OLSON
2020/04/20	PLUMBING PARTS PLUS	34.00	SAMUEL E LIEBERT
2020/04/20	PLUMBING PARTS PLUS	259.00	SAMUEL E LIEBERT
2020/04/29	PORT-A-JOHN -CLV	93.00	SANDRA A MEYER
2020/04/14	PROHEALTH WORKS (SEEGER)	110.00	SANDRA A MEYER
2020/05/11	QUARRY MART MOBIL	29.89	DENNIS WOLF
2020/04/16	R A SMITH NATIONAL INC	29,167.89	SANDRA A MEYER
2020/05/01	RAINBOW RESOURCE CENTER	134.03	MARY L OLSON
2020/05/08	RAINBOW RESOURCE CENTER	(6.38)	MARY L OLSON
2020/04/29	REINDERS - SUSSEX AR	55.53	SANDRA A MEYER
2020/05/06	REINDERS - SUSSEX AR	207.26	SANDRA A MEYER
2020/04/15	REUTER WHITISH AND EVANS	852.50	SANDRA A MEYER
2020/05/01	RHYME BUSINESS PRODUCTS L	549.50	SANDRA A MEYER
2020/04/15	ROGUE FITNESS	(491.26)	DAVID L JOHNSEN
2020/04/21	SALAMONE SUPPLIES INC	793.20	SANDRA A MEYER
2020/04/24	SALAMONE SUPPLIES INC	163.51	SANDRA A MEYER
2020/04/30	SALAMONE SUPPLIES INC	127.44	SANDRA A MEYER

Posting Date	Merchant Name	Amount	Cardholder
2020/04/22	SIGMA GROUP	850.00	SANDRA A MEYER
2020/04/24	SOCIALPILOT	30.00	LORI NISWONGER
2020/04/14	SPECTRUM	1,433.32	SANDRA A MEYER
2020/04/16	SPECTRUM	8.80	SANDRA A MEYER
2020/04/16	SPECTRUM	175.92	SANDRA A MEYER
2020/04/16	SPECTRUM	149.99	SANDRA A MEYER
2020/04/23	SPECTRUM	129.99	SANDRA A MEYER
2020/05/01	SPECTRUM	90.28	SANDRA A MEYER
2020/05/01	SPECTRUM	144.98	SANDRA A MEYER
2020/04/14	SQ *PIEPER ELECTRIC	2,306.56	SANDRA A MEYER
2020/04/29	SQ *PIEPER ELECTRIC	6,628.00	SANDRA A MEYER
2020/05/06	SQ *PIEPER ELECTRIC	2,920.90	SANDRA A MEYER
2020/04/13	SQ *SIMPLY FOG	162.40	SAMUEL E LIEBERT
2020/04/29	STANLEY CONVERGENT SEC	261.00	SANDRA A MEYER
2020/04/28	TECHSOUP	65.00	ADELE M LORIA
2020/04/24	THE BUSINESS JOURNALS	140.00	SANDRA A MEYER
2020/05/07	THE HOME DEPOT 4940	499.66	JONATHAN S BAUMANN
2020/05/06	THE UPS STORE #4914	118.44	JONATHAN S BAUMANN
2020/04/30	TRUGREEN *LOCKBOX	627.97	SANDRA A MEYER
2020/04/30	TRUGREEN *LOCKBOX	625.10	SANDRA A MEYER
2020/04/30	TRUGREEN *LOCKBOX	223.87	SANDRA A MEYER
2020/04/30	TRUGREEN *LOCKBOX	141.57	SANDRA A MEYER
2020/04/30	TRUGREEN *LOCKBOX	90.19	SANDRA A MEYER
2020/04/30	TRUGREEN *LOCKBOX	148.41	SANDRA A MEYER
2020/04/30	TRUGREEN *LOCKBOX	211.21	SANDRA A MEYER
2020/04/30	TRUGREEN *LOCKBOX	48.87	SANDRA A MEYER
2020/04/30	TRUGREEN *LOCKBOX	648.90	SANDRA A MEYER
2020/04/30	TRUGREEN *LOCKBOX	129.78	SANDRA A MEYER
2020/04/30	TRUGREEN *LOCKBOX	236.34	SANDRA A MEYER
2020/04/30	TRUGREEN LP *5991	675.93	SANDRA A MEYER
2020/05/04	TYCOINTEGRATEDSECURITY	46.19	SANDRA A MEYER
2020/05/04	TYCOINTEGRATEDSECURITY	83.99	SANDRA A MEYER
2020/05/04	TYCOINTEGRATEDSECURITY	91.94	SANDRA A MEYER
2020/05/04	TYCOINTEGRATEDSECURITY	98.63	SANDRA A MEYER
2020/05/11	UNITED COOPERA07076094	30.00	DENNIS WOLF
2020/05/06	USA BLUE BOOK	526.88	SANDRA A MEYER
2020/04/23	WAL-MART #3322	13.51	ADELE M LORIA
2020/04/30	WISCONSIN MUNICIPAL CLER	25.00	SAMUEL E LIEBERT
2020/04/14	WMH RETAIL PHARMACY	399.60	SANDRA A MEYER
2020/04/14	ZOOM.US	15.74	DAVID L JOHNSEN
2020/04/15	ZOOM.US	15.74	HALIE DOBBECK
2020/04/17	ZOOM.US	(14.69)	HALIE DOBBECK
2020/04/17	ZOOM.US	4.06	LORI NISWONGER
2020/04/27	ZOOM.US 888-799-9666	47.22	LORI NISWONGER
2020/04/29	ZOOM.US 888-799-9666	78.70	ADELE M LORIA

105,269.17

VILLAGE OF SUSSEX - CHECK REGISTER - ACE HARDWARE ONLY

DATE	CHECK #		AMOUNT	COMMENTS	ACCOUNT DESCRIPTION
05/13/20	063467	ACE HARDWARE	\$ 4.58	EYE BOLT, H/W	E 620-53610-100-249 Maint--General Plant
05/13/20	063467	ACE HARDWARE	\$ 6.24	PAINT BRUSHES	E 100-51600-000-242 Maint--Bldg & Facilities
05/13/20	063467	ACE HARDWARE	\$ 27.74	LETTERS, SIGN FOR YWS	E 100-53635-000-390 Expenses
05/13/20	063467	ACE HARDWARE	\$ 0.71	CONNECTOR	E 610-53700-000-655 Maint of Other Plant/Equ
05/13/20	063467	ACE HARDWARE	\$ 18.36	DRILL BIT, CAULK, H/W	E 100-52200-000-244 Maint--Vehicle
05/13/20	063467	ACE HARDWARE	\$ 5.53	H/W	E 610-53700-000-655 Maint of Other Plant/Equ
05/13/20	063467	ACE HARDWARE	\$ 25.19	TORCH TRIGGER	E 100-53311-000-345 Supplies
05/13/20	063467	ACE HARDWARE	\$ 47.14	PAINT, HOOKS, VELCRO TAPE, NUMBERS	E 100-52200-000-240 Maint--Equipment
05/13/20	063467	ACE HARDWARE	\$ 15.27	CONNECT, BUSHING, ELBOW	E 620-53610-300-245 Maint--Trmt & Disposal Equip
05/13/20	063467	ACE HARDWARE	\$ 12.49	CLEANER, PVC CEMENT, CAP, H/W	E 100-53311-000-345 Supplies
05/13/20	063467	ACE HARDWARE	\$ 10.75	KEY	E 620-53610-100-249 Maint--General Plant
05/13/20	063467	ACE HARDWARE	\$ 4.49	PAINT ROLLERS	E 100-52200-000-242 Maint--Bldg & Facilities
05/13/20	063467	ACE HARDWARE	\$ 20.67	TRAY SET, BLOCK WIRE BRUSH, RSTP	E 100-52200-000-242 Maint--Bldg & Facilities
05/13/20	063467	ACE HARDWARE	\$ <u>5.93</u>	MARKING PAINT	E 100-52200-000-242 Maint--Bldg & Facilities
GRAND TOTAL			\$ <u>205.09</u>		



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

MEMORANDUM

To: Village Board
From: Linda Steinmetz, Deputy Clerk
Re: 2020-2021 License Applications & Renewals
Date: May 28, 2020

The following business has applied for a Combination Class B Beer and Class B Liquor License. New Trade name, Helen & Quintin LLC. Staff found no issue with the application or background check.

- Rumors Sports Bar & Grill, Agent: Quintin Christensen.

The following business has applied for a Combination Class A Beer and Class A Liquor License. Ted Schelonka is in the process of purchasing the Piggly Wiggly grocery store. Closing is expected to take place on July 11, 2020. License is for period of July 11, 2020 to June 30, 2021. Staff found no issue with the application or background check.

- Piggly Wiggly, Agenda Ted Schelonka.

The following businesses have applied for renewal of a Combination Class B Beer and Class B Liquor License. Staff found no issues with any of the applications or background checks.

- Belfast Station, Agent: Bruce Russell.
- Sussex Bowl, Agent: Stephen M. Hoehnen.
- Sussex Inn, Agent: David A. Foti.
- Ichiban Sushi & Steak House, Agent: Chuan Qing Dong.

The following businesses have applied for renewal of a Combination Class A Beer and Class A Liquor License. Staff found no issues with any of the applications or background checks.

- Sussex Liquor Mart, Agent: Paviter Sangha
- Pick 'n Save, Agent: Michelle Oster
- Piggly Wiggly, Agent: Dennis R. Lipofski (License will be surrendered to Village Clerk at time of sale).
- Meijer Store, Agent: Doug Smith
- AM Sussex (Sussex Mobil), Agent: Tadbir Dran

The following businesses have applied for renewal of a Class A Beer and Cider License. Staff has found no issues with the applications or background checks.

- Meijer Gas Station, Agent: Doug Smith
- 7-Eleven/BP, Agent: Elizabeth Evans

The following businesses have applied for dance licenses. Staff has found no issues with the applications.

- Sussex Bowl (Class A, B, C)
- Sussex Inn (Class B)

The following businesses have applied for Amusement Device Licenses and Arcade License (where applicable). Staff has found no issues with the applications.

- Belfast Station – 7 permits
- Sussex Bowl- 54 permits + Arcade License
- Sussex Inn – 8 permits
- Rumors Sports Bar & Grill - 9 permits

- National Entertainment Network (Meijer Store) – 1 permit
- Meijer Stores Limited Partnership – 1 permit

RESOLUTION NO. 20-19

WHEREAS: Section 5.15(6)(b) of the Wisconsin Statutes provides that a municipality having a population of less than 35,000 may combine by resolution two or more of the wards for voting purposes to facilitate using a common polling place and returns shall be maintained only for each group of combined wards; and

WHEREAS: The Village of Sussex has a population of less than 35,000 and has been divided into 10 wards for election purposes pursuant to Resolution No. 19-27 passed and adopted on December 10, 2019; and

WHEREAS: The attachment of the Vodicka property located at W240N6859 Maple Avenue resulted in the addition of Ward 12.

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

1. Resolution No. 19-27 combining wards in the Village of Sussex is hereby repealed.
2. The combination of wards in the Village of Sussex shall be as follows:
 - A. For all Spring Primary Elections:
Wards 1, 2, 6, 11, 12
Wards 3, 4, 5, 7, 9, 10
Ward 8
 - B. For all Spring Elections
Wards 1, 2, 6, 11, 12
Wards 3, 4, 5, 7, 9, 10
Ward 8
 - C. For all Fall Primary Elections:
Wards 1, 7
Wards 2, 8
Wards 3, 5
Wards 4, 6
Wards 9, 10, 11, 12
 - D. For all Fall Elections:
Wards 1, 7
Wards 2, 8
Wards 3, 5
Wards 4, 6
Wards 9, 10, 11, 12
 - E. For the Presidential Preferential Primary:
Wards 1, 6, 9, 10, 11, 12
Wards 2, 5
Wards 3, 4 & 7
Ward 8
 - F. For all Special Elections:
Wards shall be combined by resolution of the Village Board dependent upon the election being held.

3. The combined wards shall use common ballot boxes and ballots (or voting machines) and that separate returns shall not be maintained for the combined wards at any election.
4. The Village Clerk is hereby authorized and directed to submit a certified copy of this resolution to the Waukesha County Clerk upon the adoption of this resolution.

Adopted this _____ day of _____, 2020.

VILLAGE OF SUSSEX

Village President

ATTEST: _____
Village Clerk

VILLAGE OF SUSSEX				
PUBLIC WORKS COMMITTEE				
BILLS FOR PAYMENT				
6/2/2020				
VENDOR	AMOUNT		%COMPLETED	NOTES
GRAEF	\$ 1,580.00	MAPLE AVE RECON - PROF. SERV. THRU 4/4/2020	100.00%	
RUEKERT & MIELKE, INC.	\$ 3,312.68	SUSSEX COMMERCE CENTER/THE HIGHLANDS - PROF. SERV. 2/11-5/08/2020	ONGOING	BILL TO DEVELOPER - WANGARD
SELZER-ORNST CONSTRUCTION CO., LLC	\$ 236,778.00	SUSSEX PARK PAVILION - PROF. SERV THRU 4/30/2020	93.00%	
SIGMA GROUP	\$ 1,975.81	SUSSEX PRESERVE PHASE 2 - PROF. SERV. THRU 4/30/220	ONGOING	PREPAID - BILL TO DEVELOPER - SAWALL DEVELOPMENT
STARK PAVEMENT CORP.	\$ 214,571.75	MAPLE AVE RECON #2 - APPLICATON #2	8.70%	
SUPER WESTERN, INC.	\$ 952,734.59	MAPLE AVE RECON - PROF. SERV. THRU 4/30/2020	21.40%	
WE ENERGIES	\$ 92,206.99	LIGHTING MAPLE/JOHANSEN/TO GOOD HOPE-MAPLE AVE RECON.	27.00%	Prepaid - work order.
TOTAL	\$ 1,503,159.82			



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

MEMORANDUM

To: Public Works Committee
From: Dennis Wolf, Assistant Public Works Director Operations
Date: May 25, 2020
Re: Compliance Maintenance Annual Report

Each year, staff prepares the Compliance Maintenance Annual Report for the Sussex Regional Wastewater Treatment Facility, as required by the Department of Natural Resources. This report must be reviewed and accepted by the Board by Resolution. The facility received an "A" rating for 2019. A few highlights from the report include:

- Chloride limit exceeded once, in February, compared to three times in 2018. Staff continually work on implementing the chloride Source Reduction Measures as listed in our DNR WPDES Permit.
- All biosolids field application rates, metal quality limits, and field soil tests, met required DNR criteria.
- Over the past year, we have had several piping valve failures. Staff has been able to repair or replace the valves. With the age of the facility, this may be an ongoing issue.
- A control panel installed in 1994 needed new electrical supply wiring. As there has been some problems with this panel in recent years, staff is evaluating it's replacement.

STATE OF WISCONSIN

VILLAGE OF SUSSEX

COUNTY OF WAUKESHA

RESOLUTION No. 20-18

A Resolution to Accept the Compliance Maintenance Annual Report

WHEREAS: The Department of Natural Resources requires a Compliance Maintenance Annual Report for the Sussex Regional Wastewater Treatment Facility; and

WHEREAS: The Assistant Director of Public Works has prepared said report; and

WHEREAS: The Public Works Committee and the Village Board have reviewed and discussed said report.

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

SECTION 1: The Village Board has reviewed the Compliance Maintenance Annual Report which is attached to this resolution.

SECTION 2: The Village Clerk and Assistant Director of Public Works are hereby authorized and directed to forward a copy of this resolution to the Department of Natural Resources.

Adopted this _____ day of _____, 2020

VILLAGE OF SUSSEX

Anthony LeDonne
Village President

ATTEST

Samuel Liebert
Village Clerk

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:

5/19/2020

2019

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	2.6583	x	139	x	8.34	=	3,071
February	2.7926	x	167	x	8.34	=	3,881
March	3.2327	x	128	x	8.34	=	3,449
April	2.9596	x	124	x	8.34	=	3,059
May	3.3449	x	101	x	8.34	=	2,805
June	2.8003	x	104	x	8.34	=	2,440
July	2.7678	x	129	x	8.34	=	2,982
August	2.4766	x	174	x	8.34	=	3,595
September	2.5405	x	150	x	8.34	=	3,183
October	3.5633	x	139	x	8.34	=	4,121
November	3.2378	x	134	x	8.34	=	3,607
December	2.9486	x	120	x	8.34	=	2,956

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	5.1	x	90	=	4.59
		x	100	=	5.1
Design BOD, lbs/day	6790	x	90	=	6111
		x	100	=	6790

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:

5/19/2020

2019

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

04/09/2019

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes

☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☐ Yes

☒ Yes

☐ Yes

☒ No

☐ No

☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☐ Yes

gallons

☒ No

Holding Tanks

☒ Yes

10,320,700 gallons

☐ No

Grease Traps

☐ Yes

gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance is not affected due to receiving holding tank waste.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:
5/19/2020 **2019**

<div><div><input type="radio"/> Yes</div><div><input checked="" type="radio"/> No</div></div> <div>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</div> <div></div>	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:

5/19/2020

2019

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	10	10	0	1	0	0
February	10	10	0	1	0	0
March	10	10	2	1	0	0
April	10	10	0	1	0	0
May	10	10	1	1	0	0
June	10	10	0	1	0	0
July	10	10	0	1	0	0
August	10	10	0	1	0	0
September	10	10	0	1	0	0
October	5	5	0	1	0	0
November	10	10	0	1	0	0
December	10	10	0	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

04/09/2019

☐ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☒ Yes

☐ No

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:
5/19/2020 **2019**

<p>If Yes, please explain:</p> <div>The chloride variance limit of 511 mg/L was exceeded in February 2019 with a monthly average of 551 mg/L.</div> <p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div></div> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div></div>	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:

5/19/2020

2019

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	10	10	1	1	0	0
February	10	10	1	1	0	0
March	10	10	3	1	0	0
April	10	10	1	1	0	0
May	10	10	4	1	0	0
June	10	10	1	1	0	0
July	10	10	1	1	0	0
August	10	10	1	1	0	0
September	10	10	1	1	0	0
October	10	10	1	1	0	0
November	10	10	1	1	0	0
December	10	10	2	1	0	0

* Equals limit if limit is ≤ 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points		0	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:
5/19/2020 **2019**

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	5		0	0					
February	5		0	0					
March	5		0	0					
April	5		0	0					
May	5		0	0					
June	5		.005882353	0					
July	5		0	0					
August	5		.047058824	0					
September	5		0	0					
October	3.8		.083333333	0					
November	5		.0125	0					
December	5		0	0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:
5/19/2020 **2019**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.85	0.553	1	0
February	.85	0.234	1	0
March	.85	0.187	1	0
April	.85	0.122	1	0
May	.85	0.634	1	0
June	.85	0.310	1	0
July	.85	0.068	1	0
August	.85	0.153	1	0
September	.85	0.479	1	0
October	.85	0.310	1	0
November	.85	0.103	1	0
December	.85	0.243	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:
5/19/2020 **2019**

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☒ Land applied under your permit
- ☐ Publicly Distributed Exceptional Quality Biosolids
- ☒ Hauled to another permitted facility
- ☐ Landfilled
- ☐ Incinerated
- ☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

1056.90 acres

2.1.2 How many acres did you use?

178.9 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

o Yes (30 points)

● No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

● Yes

o No (10 points)

o N/A

0

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - Liquid Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75			3.47	3.63				3.69		<13				0	0
Cadmium		39	85			<5.4	<5.6				<5.5		<6.5				0	0
Copper		1500	4300			403	399				530		245				0	0
Lead		300	840			51.4	<22.4				<22.1		<25.9				0	0
Mercury		17	57			.379	<.369				.611		.416				0	0
Molybdenum	60		75			10.3	9.39				9.16		4.43			0		0
Nickel	336		420			13.5	13.1				14.8		10.1			0		0
Selenium	80		100			<42.9	<44.7				<44.2		<51.9			0		0
Zinc		2800	7500			436	416				561		295				0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

● 0 (0 Points)

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:
5/19/2020 **2019**

- ☐ 1-2 (10 Points)
- ☐ > 2 (15 Points)
- 3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)
 - ☐ Yes
 - ☐ No (10 points)
 - N/A - Did not exceed limits or no HQ limit applies (0 points)
 - ☐ N/A - Did not land apply biosolids until limit was met (0 points)
- 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0
Exceedence Points
 - 0 (0 Points)
 - ☐ 1 (10 Points)
 - ☐ > 1 (15 Points)
- 3.1.4 Were biosolids land applied which exceeded the ceiling limit?
 - ☐ Yes (20 Points)
 - No (0 Points)
- 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2019 - 12/31/2019
Density:	310,000
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2019 - 06/30/2019
Density:	310,000
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:
5/19/2020 **2019**

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2019 - 09/30/2019
Density:	172,563
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	10/01/2019 - 12/31/2019
Density:	75,534
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Method Date:	12/31/2019
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	06/30/2019
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:
5/19/2020 **2019**

Outfall Number:	002		
Method Date:	09/30/2019		
Option Used To Satisfy Requirement:	Injection when land apply		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):			
Results (if applicable):			
Outfall Number:	002		0
Method Date:	12/31/2019		
Option Used To Satisfy Requirement:	Injection when land apply		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):			
Results (if applicable):			
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> >= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> < 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			0
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 5px; min-height: 30px;"> <p>None at this time. Our contracted hauler properly keeps site management and nutrient application records.</p> </div>			

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sussex Wastewater Treatment Facility

Last Updated: Reporting For:

5/19/2020

2019

Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div></div> <p>Could use more help/staff for:</p> <div></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none">● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/>○ No (40 points)<input type="checkbox"/><input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none">● Yes○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none">● Yes<ul style="list-style-type: none">○ Paper file system○ Computer system● Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">○ Excellent● Very good○ Good○ Fair○ Poor <p>Describe your rating:</p>	

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Preventative maintenance is performed at scheduled intervals, however, the main portion of the plant was built in 1994, with an up-grade in 2008. Due to it's age, the plant has experienced an increase in valve failures, some control panel and electrical wiring problems. These issues are addressed when they arise, but cause equipment downtime, as well as increased maintenance costs.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

DENNIS T WOLF

Certification No:

12156

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes		X		
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural		X		
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	X	NA

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2019; subclass SS is basic level only.)

- Yes (0 points)
- No (20 points)

0

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information

Name:

Nancy Whalen

Telephone:

(262)246-5225

(XXX) XXX-XXXX

E-Mail Address
(optional):

nwhalen@villagesussex.org

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2019

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2019

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 815,375.66

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 815,375.66

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 66,000.00

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 24,909.88

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 856,465.78

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Grit Room Valves

3.3 What amount should be in your Replacement Fund? \$ 736,622.42

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Inspect -Repair or replace Sanitary Sewer Main on Maple Ave.	300000	2020
2	Inspect - Repair or replace Sanitary Sewer Main on Silver Spring	150000	2021

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 2

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	4,677	7
February	4,225	7
March	4,177	8
April	3,307	6
May	2,679	9
June	2,257	6
July	2,150	7
August	2,228	8
September	2,629	6
October	2,844	6
November	3,787	7
December	5,857	9
Total	40,817	86
Average	3,401	7

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☐ Submersible Pumps
- ☒ Variable Speed Drives
- ☒ Other:

Electric Heaters

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☒ No

☐ Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Nothing at this time.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	125,100	82.41	1,518	95.20	1,314	4,139
February	107,100	78.19	1,370	108.67	986	4,865
March	126,000	100.21	1,257	106.92	1,178	4,911
April	117,000	88.79	1,318	91.77	1,275	2,548
May	136,200	103.69	1,314	86.96	1,566	1,823
June	141,600	84.01	1,686	73.20	1,934	890
July	125,400	85.80	1,462	92.44	1,357	86
August	135,900	76.77	1,770	111.45	1,219	73
September	141,900	76.22	1,862	95.49	1,486	74
October	140,700	110.46	1,274	127.75	1,101	370
November	135,600	97.13	1,396	108.21	1,253	2,556
December	149,400	91.41	1,634	91.64	1,630	4,128
Total	1,581,900	1,075.09		1,189.70		26,463
Average	131,825	89.59	1,488	99.14	1,358	2,205

7.1.2 Comments:

Electrical use was down 2.1% compared to the previous year, while total influent flow increased 9.6%. Gas use was down 22.2% compared to the previous year due to a milder winter.

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☐ Anaerobic Digestion
- ☒ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☒ Effluent Pumping
- ☐ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☐ Mechanical Sludge Processing
- ☐ Nitrification
- ☒ SCADA System
- ☒ UV Disinfection
- ☒ Variable Speed Drives

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☒ Other:

Phosphorus Chemical Pumping
Secondary Filtration Pumping
Sludge Storage Tank Mixing/Truck Filling

7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Nothing at this time.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☒ No

☐ Yes

If Yes, how is the biogas used (Check all that apply):

☐ Flared Off

☐ Building Heat

☐ Process Heat

☐ Generate Electricity

☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☒ No

☐ Yes

☐ Entire facility

Year:

By Whom:

Describe and Comment:

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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2019

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes

☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

1. Clean 25% of sewer collection system.
2. Have new employees trained in confined space, blood borne pathogens and lockout/tagout with six months of hire.
3. Identify areas of inflow and infiltration
4. Update GIS mapping and data base for new construction
5. Complete CMAR and add to the CMOM program

Did you accomplish them?

☐ Yes

☒ No

If No, explain:

New staff did not complete all of the training requirements due to availability of classes.

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 10/08/2019

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☐ Rehabilitated sewer and lift station installation, testing and inspection

☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

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Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☐ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☐ Response order, timing and clean-up
- ☒ Public notification protocols
- ☐ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="25"/>	% of system/year
Root removal	<input type="text" value="0"/>	% of system/year
Flow monitoring	<input type="text" value="10"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="1"/>	% of system/year
Manhole inspections	<input type="text" value="30"/>	% of system/year
Lift station O&M	<input type="text" value="4"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="1"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0"/>	% of sewer lines rehabbed

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Private sewer inspections % of system/year

Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="36.52"/>	Total actual amount of precipitation last year in inches
<input type="text" value="34.89"/>	Annual average precipitation (for your location)
<input type="text" value="45"/>	Miles of sanitary sewer
<input type="text" value="2"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="0"/>	Number of complaints
<input type="text" value="2.429"/>	Average daily flow in MGD (if available)
<input type="text" value="4.811"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.00"/>	Complaints (number/sewer mile)
<input type="text" value="2.0"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☐ Yes

☒ No

If Yes, please describe:

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5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

☒ No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

No significant changes were noticed.

5.4 What is being done to address infiltration/inflow in your collection system?

During road reconstruction projects, we have relayed or relined old clay sewer pipe in the system, as well as replaced the sewer laterals in the right of way. We have also repaired manholes, installed solid manhole covers, and grouted leaks in both pipes and manholes.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0020559

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00



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MEMORANDUM

To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: May 28, 2020
Re: 2021 Annual Road Program

The Village's annual road program is laid out in the 2021-2030 Capital Improvement Plan (CIP). The 2021 Road Program consists of repairing concrete and asphalt pavements on Hi-Tech Drive, Miller Way, and Sussex Road and Village Drive in the Industrial Park, and repairing the concrete pavement on Good Hope Road from Waukesha Avenue to just west of the railroad tracks and on Waukesha Avenue from Keystone Drive to Good Hope Road. The work will consist of pavement repairs, joint sealing and repairs, repairing catch basins, repairing storm and sanitary manholes and pipes, and repairing or replacing water valves and hydrants. In addition, we intend to wrap in some water and sanitary repairs along Silver Spring Drive between Waukesha Avenue and Hickory Drive. We also plan to construct sidewalk along both sides of Silver Spring Drive in this section. All of the work on Silver Spring Drive can be done without disturbing the newly repaved road. The Silver Spring Drive work was reviewed and approved by the Committee and Board in October 2018.

The goal of the Village's road program is to perform maintenance on all Village roads and the associated infrastructure under those roads about every 13 years. By actively pursuing pavement repairs and resurfacing of our asphalt subdivision roads on this cycle and by repairing concrete roads in our industrial parks and arterial streets about every 20-25 years, we can postpone the need to completely reconstruct those roads. Reconstruction is much more expensive (easily 4 times the cost on a concrete road) and much more intrusive to the residents and businesses. That doesn't mean we will never have to reconstruct these roads, but maintaining them on a regular basis allows us to postpone the reconstruction for decades.

The primary cause of road deterioration is water intrusion under the pavement and/or deterioration of the associated infrastructure. The Village's road program helps combat both by repairing the infrastructure and sealing the pavement. Cracks are bound to form in asphalt pavement as it ages and becomes more brittle. Joints are necessary in concrete pavements to allow expansion and contraction of the concrete. Sealing these cracks and joints is critical. Water saturates the gravel underneath the pavement, causing soft areas which become potholes or cause joint deterioration. In addition to the road program, the Village has a robust crack sealing program wherein we seal pavement cracks about every 3-5 years after a road is resurfaced or reconstructed, helping minimize the repairs necessary when we return for the next road program cycle. Even with that program, by about the 10-12 year mark, asphalt roads tend to have deteriorated to the point where patching and resurfacing are necessary and at 20-25 years, concrete roads will start to show signs of decline including spalling of the concrete joints, potholes, and fractured slabs. If we can catch the pavement at that point and do some maintenance on those roads and the infrastructure underneath it, we can slow the deterioration and allow the road to function much longer without the need to completely reconstruct.

However, if we do not take care of the maintenance at that point, the deterioration accelerates, leading to the need to reconstruct the roads much sooner. From a benefit-cost perspective, maintenance makes a lot more sense than reconstruction.

Every 2 years (odd years), the Village is required by the DOT to rate the condition of every road in the Village. This is called the Pavement Condition Rating (PCR). A PCR of 10 is perfect – a newly built road. A PCR of 0 is extremely poor - a road that used to be asphalt or concrete but is now gravel. At a PCR of 4, a road is beyond the maintenance stage and will need to be reconstructed. The goal of the road program is to keep the roads from reaching that point. I've attached two snap shots of the Village's overall pavement condition rating. The first is from 2018 when we were preparing the Capital Improvement Plan. The second is from this year. As you can see, the condition of our arterials has improved from 6.90 to 7.63 (we reconstructed Good Hope Road). That rating will be higher in the next round because we are reconstructing Maple Avenue. However, we haven't had a local road project since 2015 while we've been focused on reconstructing our arterials. In just the last 2 years, the condition of our local roads has deteriorated from 7.38 to 6.94 and our collector streets have deteriorated from 7.44 to 7.02. While the overall rating is still in the good to very good range, if we do not continue to invest in these roads, the rate of decline will accelerate.

The east industrial park roads are deteriorating. The industrial park dates back to about 1990 and the PCR is at 6. Hi Tech Drive PCR is at 3, and Miller Way is at 7. The intersection of Waukesha and Good Hope has deteriorated from a PCR of 7 in 2018 to a PCR of 5 and 6 today.

The estimated cost of the work in the 2021 Road Program is \$1,550,000. Cash Capital, General Fund Borrowing (G.O. Debt), and storm, water and sewer utility funds will be used to cover the cost of the work. Those costs break down as follows:

Cash Capital/General Fund	\$1,070,000
Sewer Utility	\$325,000
Water Utility	\$97,000
Storm Utility	\$58,000
Total	\$1,550,000

These are rough planning level budgetary estimates based on average costs for similar types of work done in the past. We will not have actual cost estimates until we have completed the detailed inspection of the pavements and infrastructure. The actual cost in each of the categories above and the overall cost of the project could change as the final scope of the work on each road is defined.

Policy Questions:

- What questions or concerns do the committee members have regarding the 2021 Road Program?
- Should staff proceed with the design of the 2021 Road Program as previously approved?

2021 Road Program



Photo 1: Good Hope Road Pavement



Photo 2: Good Hope Road Pavement

2021 Road Program



Photo 3: Hi-Tech Drive Pavement



Photo 4: Industrial Park CB

2021 Road Program



Photo 5: Industrial Park MH



Photo 6: Industrial Park Pavement

2021 Road Program



Photo 7: Waukesha Avenue Pavement



Photo 8: Miller Way Pavement

RESOLUTION NO. 20-20

RESOLUTION AWARDING THE SALE OF \$8,000,000 GENERAL OBLIGATION
STREET IMPROVEMENT BONDS, SERIES 2020A

WHEREAS, on March 10, 2020, the Village Board of the Village of Sussex, Waukesha County, Wisconsin (the "Village") adopted an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed \$8,000,000 for the purpose of paying the cost of street improvement projects (the "Project") (the above-referenced initial resolution is referred to herein as the "Initial Resolution");

WHEREAS, on March 10, 2020, the Village Board of the Village also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bonds authorized by the Initial Resolution be issued and sold as bonds designated "General Obligation Street Improvement Bonds, Series 2020A" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed PFM Financial Advisors LLC ("PFM") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, PFM, in consultation with the officials of the Village, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on June 9, 2020;

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

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

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

WHEREAS, the Village Board now deems it necessary, desirable and in the best interest of the Village that the Bonds be issued in the aggregate principal amount of \$_____.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by PFM are hereby ratified and approved in all respects. All actions taken by officers of the Village and PFM in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of EIGHT MILLION DOLLARS (\$8,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Street Improvement Bonds, Series 2020A"; shall be issued in the aggregate principal amount of \$8,000,000; shall be dated June 30, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on March 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and

resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2020 through 2038 for the payments due in the years 2021 through 2039 in the amounts in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Street Improvement Bonds, Series 2020A, dated June 30, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such

payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the

Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the Village Finance Director (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

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

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

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

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

Section 16. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

Section 17. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 9, 2020.

Anthony J. LeDonne
President

ATTEST:

Samuel Liebert
Village Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WAUKESHA COUNTY
NO. R- VILLAGE OF SUSSEX \$
GENERAL OBLIGATION STREET IMPROVEMENT BOND, SERIES 2020A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, June 30, 2020 %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS
(\$)

FOR VALUE RECEIVED, the Village of Sussex, Waukesha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Village Finance Director (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$8,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of street improvement projects, as authorized by resolutions adopted on March 10, 2020 and June 9, 2020. Said resolutions are recorded in the official minutes of the Village Board for said dates.

The Bonds maturing on March 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

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

VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN

By: _____
Anthony J. LeDonne
President

(SEAL)

By: _____
Samuel Liebert
Village Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

RESOLUTION NO. 20-21

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$1,040,000 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2020B
OF THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN,
AND PROVIDING FOR THE PAYMENT OF THE BONDS AND
OTHER DETAILS WITH RESPECT TO THE BONDS

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

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

WHEREAS, pursuant to a resolution adopted on August 14, 2007 (the "Clean Water Fund Bond Resolution"), the Village has heretofore issued its Sewerage System Revenue Bonds, Series 2007, dated August 22, 2007 (the "2007 Bonds") to the State of Wisconsin Clean Water Fund Program (the "State"), which bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on July 24, 2018 (the "2018 Resolution"), the Village has heretofore issued its Sewerage System Revenue Bonds, Series 2018D, dated August 14, 2018 (the "2018 Bonds"), which bonds are payable from the income and revenues of the System; and

WHEREAS, the Village has determined that certain additions, improvements and extensions to the System (the "Project") are necessary to adequately supply the needs of the Village and the residents thereof; and

WHEREAS, it is necessary, desirable and in the best interests of the Village to authorize and sell revenue bonds designated "Sewerage System Revenue Bonds, Series 2020B" (the "Bonds") for such purpose payable solely from the revenues to be derived from the operation of the System, which bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes; and

WHEREAS, the 2018 Resolution provides that additional bonds may be issued on a parity with the 2018 Bonds upon compliance with certain conditions; and

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

WHEREAS, the State has consented to the issuance of the Bonds on a basis senior to the 2007 Bonds as to the pledge of income and revenues of the System; and

WHEREAS, other than the 2007 Bonds and 2018 Bonds, the Village has no bonds or obligations outstanding which are payable from the income and revenues of the System; and

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

WHEREAS, PFM in consultation with the officials of the Village, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on June 9, 2020; and

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

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

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

WHEREAS, the Village Board now deems it necessary, desirable and in the best interest of the Village that the Bonds be issued in the aggregate principal amount of \$1,040,000.

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

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

Section 1B. Authorization of Bonds. For the purpose of paying the cost of the Project, the Village shall borrow on the credit of the income and revenue of the System the sum of \$1,040,000. Negotiable, fully-registered bonds of the Village, in the denomination of \$5,000, or any whole multiple thereof, shall be issued in evidence thereof. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2020B", shall be numbered from R-1 upward and shall be dated their date of issuance. The Bonds shall bear interest at the rates per annum set forth in the Proposal and shall mature on May 1 of each year, in the years and principal amounts

as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable on May 1 and November 1 of each year, commencing November 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

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

The Bonds shall not be subject to optional redemption.

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

Section 1C. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Village nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund provided for in Section 4 herein, and shall be a valid claim of the registered owner or owners thereof only against the Special Redemption Fund and the Revenues of the System pledged to such fund on a parity with the 2018 Bonds, and senior to the pledge granted to the owners of the 2007 Bonds. Sufficient Revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, the 2018 Bonds and the 2007 Bonds as the same becomes due.

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

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

"Annual Debt Service Requirement" means the total amount of principal and interest due in any Fiscal Year on the 2018 Bonds, the Bonds, the 2007 Bonds and Parity Bonds.

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

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

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

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

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

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

"Parity Bonds" means additional bonds or obligations issued on a parity as to pledge and lien with the Bonds and the 2018 Bonds in accordance with the provisions of Section 7 of this Resolution.

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) the amount currently on deposit in the Reserve Account plus 10% of the stated principal amount of the Bonds (to the extent permitted pursuant to Section 148(d)(1) of the Code and Regulations); (b) the maximum annual debt service on the 2018 Bonds and the Bonds in a Bond Year; and (c) 125% of average annual debt service on the 2018 Bonds and the Bonds; provided, however, that on an ongoing basis it shall never exceed the remaining maximum annual principal and interest due on the outstanding 2018 Bonds and the Bonds in any Bond Year. If Parity Bonds which are to be secured by the Reserve Account are issued, the Reserve Requirement shall mean an amount, determined as of the date of issuance of the Parity Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code and Regulations; (b) the maximum annual debt service on outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued; and (c) 125% of average annual debt service on the outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued; provided, however, that on an ongoing basis it shall never exceed the remaining maximum annual principal and interest due on the outstanding obligations secured by the Reserve Account and Parity Bonds in any Bond Year. The 2007 Bonds are not secured by the Reserve Account.

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

"Revenues" or "Gross Earnings" means all income and revenue derived from operation of the System, including earnings of the System derived from sewerage charges imposed by the Village, all payments to the Village under any wastewater treatment service agreements between the Village and any contract users of the System, the revenues received from the Village for services rendered to it and all moneys received from any other source, including income derived from investments.

"System" means the entire Sewerage System of the Village specifically including that portion of the Project owned by the Village and including all property of every nature now or hereafter owned by the Village for the collection, transmission, treatment, storage, metering and disposal of domestic, industrial and public sewage, including all improvements and extensions thereto made by the Village while any of the 2018 Bonds, the Bonds, the 2007 Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising

part of or used or useful in connection with such Sewerage System and including all appurtenances, contracts, leases, franchises and other intangibles.

Section 4. Income and Revenue Funds. When the Bonds shall have been delivered in whole or in part, the Revenues shall be set aside into the Sewerage System Revenue Fund and then transferred to the following separate and special funds in the order of priority listed below, which were created and established by a Resolution adopted on October 26, 1993 (the "1993 Resolution"), continued by the 2007 Resolution and the 2018 Resolution and are hereby further continued and shall be used and applied as described below:

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

- Revenues in amounts sufficient to pay the principal of and interest on, first, the 2018 Bonds, the Bonds and Parity Bonds and second, the 2007 Bonds and to meet the Reserve Requirement shall be set aside into the Sewerage System Revenue Bond and Interest Special Redemption Fund (the "Special Redemption Fund" or "Debt Service Fund") to be applied to the payment of the principal of and interest on the 2018 Bonds, the Bonds and Parity Bonds and the 2007 Bonds and to meet the Reserve Requirement. The monies standing in the Special Redemption Fund are irrevocably pledged to the payment of principal of and interest on, first, the 2018 Bonds, the Bonds and Parity Bonds and, second, the 2007 Bonds.

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

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

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

Revenues shall be deposited in the Depreciation Fund each month until such amount as the Village Board may from time to time determine to constitute an adequate and reasonable depreciation account for the System (the "Depreciation Requirement") is accumulated therein. Money in the Depreciation Fund shall be available and shall be used, whenever necessary, to restore any deficiency in the Special Redemption Fund and for the maintenance of the Reserve Account therein. When the Special Redemption Fund is sufficient for its purpose, funds in the Depreciation Fund may be expended for repairs, replacements, new construction, extensions or

additions to the System. Any money on deposit in the Depreciation Fund in excess of the Depreciation Requirement which is not required during the current Fiscal Year for the purposes of the Depreciation Fund, may be transferred to the Surplus Fund.

It is the express intent and determination of the Village Board that the amount of Revenues to be set aside and paid into the Special Redemption Fund (including the Reserve Account) shall in any event be sufficient to pay principal of and interest on the 2018 Bonds, the Bonds, the 2007 Bonds and Parity Bonds and to meet the Reserve Requirement, and the Village Treasurer shall each Fiscal Year deposit at least sufficient Revenues in the Special Redemption Fund to pay promptly all principal and interest falling due on the 2018 Bonds, the Bonds, the 2007 Bonds and Parity Bonds and to meet the Reserve Requirement.

The Revenues so set aside for payment of the principal of and interest on the 2018 Bonds, the Bonds, the 2007 Bonds and Parity Bonds shall be set apart and shall be paid into the Special Redemption Fund not later than the 10th day of each month. The amount deposited each month shall be not less than one-sixth of the interest next coming due, plus one-twelfth of the principal next maturing.

The minimum amounts to be so deposited for debt service on the Bonds, in addition to all amounts to be deposited to pay debt service on the 2018 Bonds and 2007 Bonds, are set forth on the Schedule.

The Special Redemption Fund shall be used for no purpose other than the payment of interest upon and principal of the 2018 Bonds, the Bonds, the 2007 Bonds and Parity Bonds promptly as the same become due and payable or to pay redemption premiums. All money in the Special Redemption Fund shall be deposited in a special account and invested in legal investments subject to Section 66.0603(1m), Wisconsin Statutes, and the monthly payments required to be made to the Special Redemption Fund shall be made directly to such account.

To additionally secure the payment of principal of and interest on the 2018 Bonds, the Bonds and Parity Bonds, an account designated the Debt Service Reserve Account (the "Reserve Account") is hereby established within the Special Redemption Fund. The Village shall, upon the issuance of the Bonds, deposit an amount equal to the Reserve Requirement into the Reserve Account, and an amount equal to the Reserve Requirement shall be maintained in the Reserve Account.

The Village covenants and agrees that at any time that the Reserve Account is drawn on and the amount in the Reserve Account shall be less than the Reserve Requirement, an amount equal to one-twelfth of the Reserve Requirement will be paid monthly into the Reserve Account from those funds in the Special Redemption Fund, the Operation and Maintenance Fund, the Depreciation Fund and the Surplus Fund which are in excess of the minimum amounts required by the preceding paragraphs to be paid therein until the Reserve Requirement will again have accumulated in the Reserve Account. No such payments need be made into the Reserve Account at such times as the monies in the Reserve Account are equal to the highest remaining annual debt service requirement on the 2018 Bonds, the Bonds and Parity Bonds secured by the Reserve Account in any Bond Year. If at any time the amount on deposit in the Reserve Account exceeds the Reserve Requirement, the excess shall be transferred to the Special Redemption Fund and

used to pay principal and interest on the 2018 Bonds and the Bonds. If for any reason there shall be insufficient funds on hand in the Special Redemption Fund to meet principal or interest becoming due on the 2018 Bonds, the Bonds or Parity Bonds secured by the Reserve Account, then all sums then held in the Reserve Account shall be used to pay the portion of interest or principal on such 2018 Bonds, the Bonds or Parity Bonds becoming due as to which there would otherwise be default, and thereupon the payments required by this paragraph shall again be made into the Reserve Account until an amount equal to the Reserve Requirement is on deposit in the Reserve Account. The 2007 Bonds are not secured by the Reserve Account.

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

Money in the Surplus Fund shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Special Redemption Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only to reimburse the general fund of the Village for advances made by the Village to the System.

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

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

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

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

(c) The Village will cause the improvements to the System financed by the Bonds to be made as expeditiously as reasonably possible;

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

(e) The Village will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Fiscal Year Net Revenues shall not be less than 125% of the Annual Debt Service Requirement, and so that the Revenues of the System herein agreed to be set aside to provide for the payment of the 2018 Bonds, the Bonds, the 2007 Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes;

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

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

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

Section 7. Additional Bonds. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the 2018 Bonds and the Bonds. Additional obligations may be issued if their lien and pledge is junior and subordinate to that of the Bonds. Additional obligations may be issued on a parity with the 2018 Bonds and the Bonds as to the pledge of Revenues of the System ("Parity Bonds") only if all of the following conditions are met:

a. The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional obligations must have been equal to at least 1.25 times the highest annual principal and interest requirements on all 2018 Bonds, Bonds, 2007 Bonds and Parity Bonds outstanding payable from Revenues of the System (other than Bonds, 2018 Bonds, 2007 Bonds and Parity Bonds being refunded) and on the Parity Bonds then to be issued in any Fiscal Year. Should an increase in permanent rates and charges, including those made to the Village, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional obligations or during that part of the Fiscal Year of issuance prior to such issuance, then Revenues for purposes of such computation shall include such additional Revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

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

c. The Parity Bonds must have principal maturing on May 1 of each year in which principal falls due and interest falling due on May 1 and November 1 of each year.

d. If the Parity Bonds are to be secured by the Reserve Account, the amount on deposit in the Reserve Account must be increased to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 3 of this Resolution.

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

Section 8. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal, plus accrued interest to the date of delivery, be and it hereby is accepted, and the President and Village Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the Village are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 9. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Special Redemption Fund. Proceeds of the Bonds in an amount sufficient to make the amount on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited in the Reserve Account. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in a special fund designated as "Sewerage System Improvement Fund." Said special fund shall be adequately secured and used solely for the purpose of meeting costs of extending, adding to and improving the System, as described in the preamble hereof. The balance remaining in said Improvement Fund after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Bonds.

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

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

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

Section 11. Defeasance. When all Bonds have been discharged, all pledges, liens, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Village may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The Village, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The Village, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Village's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Village's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for. Upon such payment or deposit, in the amount and manner provided by this Section, all liability of the Village with respect to the Bonds shall cease, terminate and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

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

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

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

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

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

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

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

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

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

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

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

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

Section 19. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 20. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

Section 21. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 22. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 23. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 24. Conflicting Ordinances or Resolutions. All prior ordinances, resolutions (other than the 2007 Resolution and 2018 Resolution), rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the 2007 Resolution and 2018 Resolution, the 2007 Resolution and 2018 Resolution shall control so long as any of the 2007 Bonds and 2018 Bonds, respectively are outstanding.

Adopted, approved and recorded June 9, 2020.

Anthony J. LeDonne
President

ATTEST:

Samuel Liebert
Village Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule

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

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WAUKESHA COUNTY
NO. R-____ VILLAGE OF SUSSEX \$_____
SEWERAGE SYSTEM REVENUE BOND, SERIES 2020B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
May 1, _____, 2020 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Sussex, Waukesha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Village Finance Director (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds are not subject to optional redemption.

This Bond is one of an issue aggregating \$1,040,000, issued for the purpose of paying the cost of additions, improvements and extensions to the Village's Sewerage System, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted June 9, 2020, and entitled: "A Resolution Authorizing the Issuance and Sale of \$1,040,000 Sewerage Water System Revenue Bonds, Series 2020B, of the Village of Sussex, Waukesha County, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds" (the "Resolution") and is payable only from the income and revenues derived from the operation of said Sewerage System.

Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by a resolution adopted by the Village on October 26, 1993 and continued by the Resolution. The Bonds are issued on a parity with the Village's Sewerage System Revenue Bonds, Series 2018D, dated August 14, 2018 and senior to the Village's Sewerage System Revenue Bonds, Series 2007 dated August 22, 2007. This Bond does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory debt limitation or provision.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN

(SEAL)

By: _____
Anthony J. LeDonne
President

By: _____
Samuel Liebert
Village Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

ORDINANCE NO. 868

AMENDMENT #2 of the 2040 COMPREHENSIVE PLAN
OF THE VILLAGE OF SUSSEX, WISCONSIN
AND SPECIFICALLY THE LAND COMPONENT OF THE SAME

WHEREAS: the Village Board is authorized by state law to adopt and amend a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes; and

WHEREAS: the Village Board for the Village of Sussex is authorized to make changes to the adopted Comprehensive Plan upon recommendation of the Village Plan Commission; and

WHEREAS: the Plan Commission reviewed the amendment to the land use map a component of the comprehensive plan to change the Land Use classification for the properties located at south of Silver Spring Road and west of Hwy 164 more specifically SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002 as follows:

FROM: The approximately 176 acres of the subject properties are currently classified on the Land Use Map as the following:

Low Density Single Family Residential,
Medium Density Single Family Residential
Recreational

TO: The approximately 176 acres of the subject properties would be classified on the Land Use Map as the following:

Medium Density Single Family Residential
Single Family Attached and Two Family Residential
Recreational
Agricultural
Environmental Corridor
Isolated Natural Resource Area

WHEREAS: the Plan Commission made a finding the proposed amendment is consistent with the spirit and intent of the comprehensive plan.

WHEREAS: the Village Plan Commission, by a majority vote, adopted resolution #19-24 a copy of which is on file with the Village Clerk's office, recommending to the Village Board an amendment to the land use map which is a component of the comprehensive plan; and

WHEREAS: the Village Board conducted a public hearing on June 9, 2020 regarding the proposed amendment in compliance with the requirements of section 66.1001(4)(d) of the Wisconsin Statutes; and

WHEREAS: the Village Board of the Village of Sussex, having carefully reviewed the recommendation of the Village Plan Commission, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration of the plan components, as may be herein amended, relating to issues and opportunities, housing transportation,

utilities and community facilities, agricultural, natural and cultural resources, economic development, inter governmental cooperation, land-use, and implementation has determined that the comprehensive plan dated March 25, 2003, as herein amended, will serve the general purposes of guiding and accomplishing a coordinated, adjusted and harmonious development of the Village of Sussex which will, in accordance with existing and future need, best promote public health, safety, morals, order convenience, prosperity and general welfare, as well as efficiency and economy in the process of development.

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

SECTION 1. FINDINGS

The Village Board makes the following finding relating to the plan amendment:

1. The subject property to be reclassified on the land use map is appropriate to be reclassified to the proposed land use classification due to the size and location of the property
2. The proposed amendment is consistent with the spirit and intent of the comprehensive plan.

SECTION 2. AMENDMENT

The Village of Sussex's comprehensive plan is hereby amended to change the land use classification of property located at south of Silver Spring Road and west of Hwy 164 more specifically SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002 as follows:

FROM: The approximately 176 acres of the subject properties are currently classified on the Land Use Map as the following:

Low Density Single Family Residential,
Medium Density Single Family Residential
Recreational

TO: The approximately 176 acres of the subject properties would be classified on the Land Use Map as the following:

Medium Density Single Family Residential
Single Family Attached and Two Family Residential
Recreational
Agricultural
Environmental Corridor
Isolated Natural Resource Area

SECTION 3. DISTRIBUTION OF RECOMMENDED AMENDMENT

The Village Administrator is directed to send a copy of this ordinance to the following along with an explanatory cover letter:

1. Clerk of each adjoining municipality;
2. County Clerk of the Waukesha County Administration Center, 1320 Pewaukee Road, Room 120; Waukesha, WI 53188;
3. Executive Director of the Southeast Wisconsin Regional Planning Commission; P.O. Box 1607 Waukesha, WI 53188;
4. Director; Waukesha County Department of Parks and Land Use; 515 W. Moreland Blvd Waukesha, WI 53188;
5. Wisconsin Department of Administration, Comprehensive Planning Program, 101 E. Wilson Street, 9th Floor Madison, WI 53703;

6. Pauline Haass Public Library N64W23820 Main Street, Sussex, WI 53089

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

Dated this _____ day of _____, 2020.

VILLAGE OF SUSSEX

Anthony J. LeDonne, Village President

ATTEST:

Sam Liebert, Village Clerk-Treasurer

Approved by a vote of _____ ayes _____ nays.

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

ORDINANCE NO. _864_____

AN ORDINANCE TO CONDITIONALLY REZONE
CERTAIN LANDS IN THE VILLAGE OF SUSSEX FROM
CR-1 AND RS-3 SINGLE FAMILY RESIDENTIAL DISTRICT
TO
RS-2 SINGLE FAMILY RESIDENTIAL DISTRICT,
SFRD-3 SINGLE FAMILY ATTACHED DISTRICT, PARK, WITH ENVIRONMENTAL
OVERLAYS AND AGRICULTURAL WITH A
PLANNED DEVELOPMENT OVERLAY DISTRICT

WHEREAS: A petition has been filed by Neumann Development Inc. on behalf of the property owners Hickory Hill Farms Inc. (“Petitioner”) of certain lands in the Village of Sussex to rezone said properties as described in Exhibit A attached hereto and incorporated herein (“Subject Properties”); and

WHEREAS: Said rezoning petition was submitted to rezone the subject properties to RS -2 Single Family Residential District, SFRD-3 Single Family Attached District, Park, with Environmental Overlays, and Agricultural with a Planned Development Overlay District described on Exhibit A-1; and

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

WHEREAS: Upon due notice as required by Section 17.1300 of the Village Code, the Village Board held a public hearing on June 9, 2020, as required by Section 17.0435(C)(4) of the Village Code; and

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

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

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

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

WHEREAS: The Village of Sussex has reviewed the basis for approval of the petition described in Section 17.0435(D) of the Village Code, and concurs with the Village Plan Commission, and makes the same findings, subject to all terms and conditions of this zoning ordinance being duly satisfied as required herein; and

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

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

SECTION 1: The subject property as described on **Exhibit A** is hereby rezoned to Rs-2 Single Family Residential District (Approximately 63 acres), SFRD-3 Single Family Attached District (Approximately 18 acres), Agricultural/Open Space (Approximately 6.5 Acres) Park (Approximately 62 Acres), with Approximately .54 acres of Isolated Natural Resources Overlay and 16.5 acres of Secondary Environmental Overlay and within a Planned Development Overlay District, and the Zoning Map of the Village of Sussex is hereby amended, subject to the terms and conditions described herein.

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

1. Presentation Compliance. The subject property must be developed in substantial conformity with the plans presented to the Plan Commission on June 18, 2019 and November 19, 2019 and February 18, 2020 in substantial conformity with the presentation at the public hearing at the Village Board on June 9, 2020 as presented shall be attached hereto and incorporated herein as **Exhibit B**.
2. Preliminary and Final Plat Conditions. The Petitioner shall submit and receive all necessary approvals for a preliminary plat and a final plat, and shall satisfy all conditions of the same.

3. Lot Sizes and Setbacks.

A. There will be 3 single family detached style areas within the PDO RS-2 zoning:

1. Estate Lots (38 lots), lot sizes will not be less than 15,000 square feet with a minimum lot width not less than 90 feet. The setbacks for this lot style shall be 25 feet front yard, 12.5 feet side yard and 25 feet rear yard.
2. Residential Lots (70 lots), lot sizes will not be less than 12,000 square feet with a minimum lot width not less than 75 feet. The setbacks for this lot style shall be 25 feet front yard, 10 feet side yard and 25 feet rear yard.
3. Villa Lots (98 lots), lot sizes will not be less than 10,000 square feet with a minimum lot width not less than 65 feet. The setbacks for this lot style shall be 20 feet front yard, 7.5 feet side yard and 20 feet rear yard.

The location of these lot styles shall remain consistent with the plans presented, but the number of the exact lots in each type may be adjusted with permission of the Village Administrator (which may or may not be granted) by not more than 3 lots of any one type (Estate, Residential, or Villa).

B. There will be 2 single family attached style areas within the PDO SFRD-3 zoning:

1. Two- Family Condominium (58 condo units and a condo clubhouse) with shared common areas where the lots are greater than an acre and the building setbacks are 20 feet front yard, 20 feet building to building and 25 feet rear yard.
2. Townhomes (30 home units in 3 buildings of 4 townhome units each and 9 buildings of 2 townhome units each) with shared common area, and setbacks of 20 feet front yard, 20 feet building to building and 25 feet rear yard.

C. All of these home/unit locations and layouts as presented shall be attached hereto and incorporated herein as **Exhibit B**.

3. Phasing Plan. For purposes of the Village's Phasing Ordinance under 18.0902 Outlots 4, 5, and 7 shall be considered one development, Outlots 10, 11, 12, 14, and 15 shall be considered one development, and the remaining single family detached lots shall be considered a development such that each may develop in conjunction with each other without limiting each other groups development capabilities.

4. Road Width and Length. The Public Road widths shall be 33' measured back of curb to back of curb. The Plan Commission and Village Board find that this width is appropriate to provide safe and convenient access in accordance with this neighborhood plan, 18.0701 18.0703 of the Village Code.
5. Special Assessment. The payment of outstanding special assessments owed on this property must be paid in full prior to starting any site work.
6. Construction Sequencing Plan. Subject to the Developer submitting to and receiving approval from the Village Engineer a construction sequencing plan to ensure safe and adequate construction development of the site for public safety access, utility development, and customer access at all times. Because of the size of this development and the requirement to preserve public safety while this development is phased in there shall be established in the first phase of development a roadway pattern that has two access points to the existing public roadway system.
7. Housing Monotony Clause. As required in the Village Design Standards and Chapter 17 Section 17.1002 (B)(2), no single family detached building shall be permitted that design or exterior appearance of which is so identical to a building on lots within 500 feet of each other that it creates monotony or drabness.
8. Required Plans and Engineer Satisfaction. Subject to the Petitioner submitting to and receiving written approval from the Village Plan Commission of all of the following plans for the entire subject property, prior to the rezoning ordinance taking effect. Said plans shall satisfy all comments, conditions, and concerns of the Village Engineer.
 - A. Utility Plans for the entire site including any necessary utility extensions or oversizing necessary to properly connect the development site's utilities with the Village system. Including, but not limited to:
 1. Sewer System Plans
 2. Water System Plans including the water loop along Main Street looping into Big Sky Drive.
 3. Storm water Management Plans with the appropriate maintenance requirements and outlots. The outlots for the stormwater ponds shall be owned by the Village.
 - B. Master Street Lighting Plan for the entire site.
 - C. Sidewalk and Path Plan for the entire site shown on the plat including location, width, and materials of the sidewalks. Sidewalk shall be established along the entirety of Silver Spring/CTH VV/Main Street and along Maryhill Road to the UnNamed Creek Crossing to the point where it connects with the path along said Creek. Developer shall establish a path along the length of Outlot 16. Sidewalks shall be on one side of all non cul-de sac roads internal to the subdivision.

D. Street Tree Plan for the entire site, which shall be planted by the Developer per each phase no later than 12 months from the date of approval of that corresponding Final Plat/Condo Plat within the optimal spring or fall planting season.

E. Landscape plan for common areas including necessary easements for ongoing maintenance by homeowners association as may be appropriate. In particular a specific plan for buffering the homes/units along Main Street.

F. Tree Mitigation and Preservation Plan and payment of any fees associated with said plan, and the proper deed restriction in a form approved by the Village Attorney being placed against said lots where the trees and soil are to be left preserved according to said plan.

G. Street plans including Highway VV Plans and any necessary approvals from Waukesha County for the access points and improvements necessary to gain access for the same.

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

and the same is deemed not to have been approved, and the Petitioner will therefore need to re-commence the application process for rezoning of the property.

14. One Year to Satisfy Conditions. Subject to the petitioner satisfying all of the aforementioned conditions within one year of the Village Board adopting this conditional rezoning ordinance. The Village Board may grant additional time solely at the discretion of the Village Board upon request for an extension by the Developer.

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

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

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

Dated this _____ day of _____, 2020.

VILLAGE OF SUSSEX

Anthony LeDonne
Village President

ATTEST: _____
Sam Liebert
Village Clerk-Treasurer

Published and/or posted this _____ day of _____, 2020.

August 2, 2019

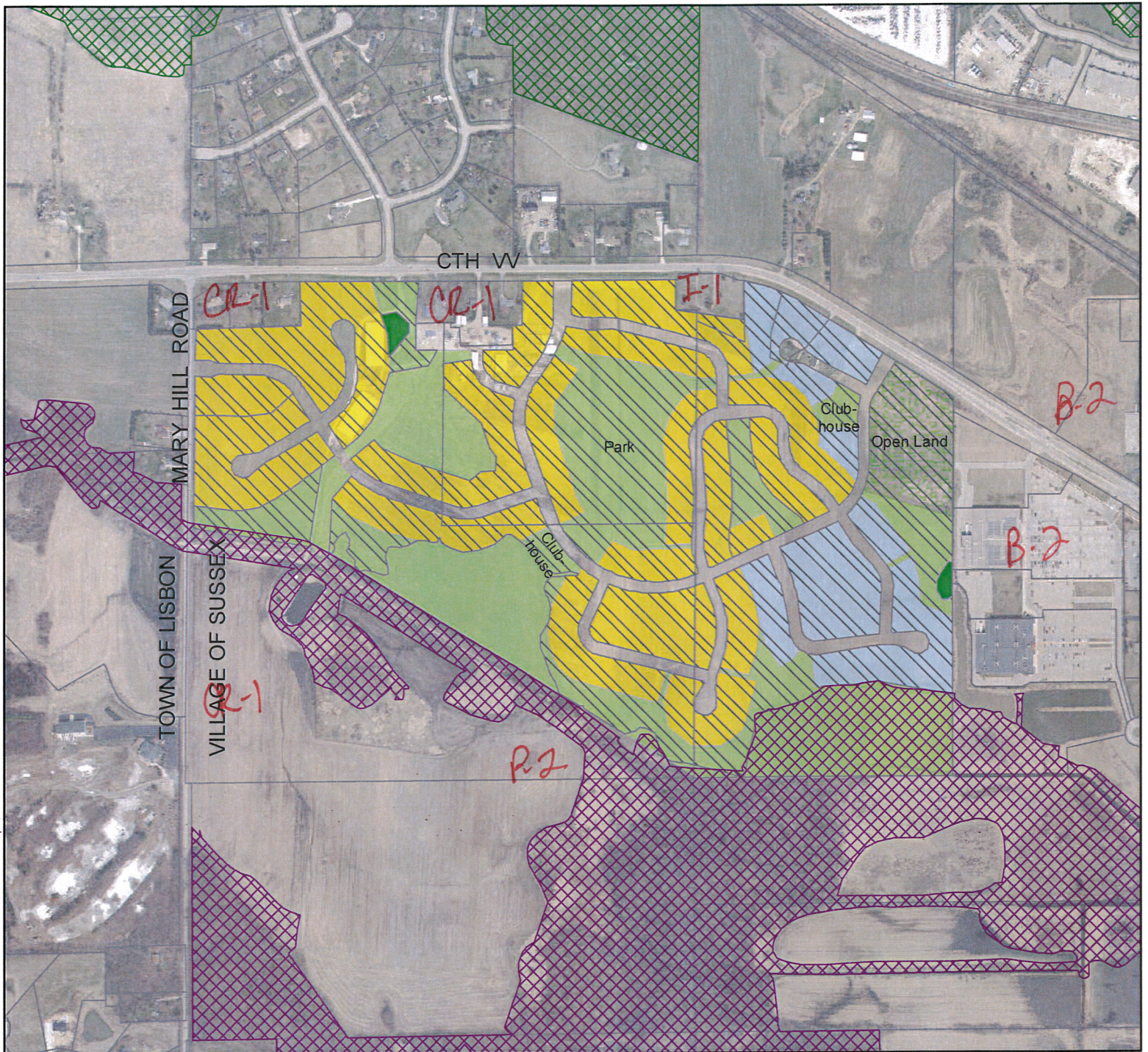
Project No. NEUMA-149103

Proposed Legal Description

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4, and Northwest 1/4 of the Southeast 1/4 of Section 21, and the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin more fully described as follows:

Beginning at the North 1/4 corner of said Section 28; thence South 00°31'46" East along the East line of the Northwest 1/4 of said Section 28, a distance of 185.69 feet to the centerline of an unnamed creek; thence the following eight courses along the centerline of the unnamed creek, North 68°52'57" West, 32.73 feet; thence North 47°32'38" West, 70.10 feet; thence North 52°27'32" West, 756.12 feet; thence North 58°21'34" West, 1116.35 feet; thence North 59°05'54" West, 430.52 feet; thence North 71°52'37" West, 21.78 feet; thence North 80°27'05" West, 536.46 feet; thence North 89°46'14" West, 83.14 feet to the West line of the Southwest 1/4 of Section 28; thence North 00°24'29" East along said West line 1088.38 feet; thence North 88°25'29" East, 578.46 feet to the East line of Lot 1 of Certified Survey Map No. 5531; thence North 01°34'31" West along said East line 225.70 feet to the Southerly right-of-way of C.T.H. "VV", being 65.05 feet South of the Wisconsin Department of Transportation Reference Line; thence North 89°49'15" East along said Southerly right-of-way line 620.36 feet; thence South 04°56'41" West, 210.80 feet; thence South 00°09'31" East, 143.43 feet; thence North 89°50'29" East, 501.35 feet; thence North 00°09'31" West, 125.00 feet; thence North 89°50'29" East, 54.17 feet; thence North 00°09'31" West, 228.59 feet to the southerly right-of-way of C.T.H. "VV", being 65.05 feet South of the Wisconsin Department of Transportation Reference Line; thence North 89°49'15" East along said Southerly right-of-way line 797.02 feet; thence South 00°22'15" West, 158.20 feet; thence North 89°38'41" East, 115.50 feet; thence South 00°22'15" West, 52.42 feet; thence South 65°27'29" East, 270.22 feet; thence North 00°50'35" West, 315.47 feet to the Southerly right-of-way line of CTH VV; thence Southeasterly 350.81 feet along said right-of-way line and the arc of a curve to the right, with a radius of 894.93 feet whose chord bears South 69°14'33" East, 348.57 feet; thence South 58°00'45" East continuing along said Southerly right-of-way line 907.81 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of said Section 21; thence South 00°10'25" West along said East line 1,956.02 feet to the South line of said Southeast 1/4; thence South 89°45'15" West along said South line 1,346.49 feet to the point of beginning.

Said lands contain 7,775,690 square feet (178.50 acres).



Vista Run Proposed Zoning

Date: 2-12-20

Legend

-  Agriculture
-  Single-Family Residential (Rs-2)
-  Single-Family Attached (SFRD-3)
-  Park (P-1, P-2)
-  Planned Development Overlay (PDO)
-  Isolated Natural Area (INRA)
-  Primary Environmental Corridor
-  Secondary Environmental Corridor



0 300 600 1,200



Feet



REZONING PETITION

TO: The Honorable President and Members of the Village Board for the Village of Sussex

I (we), the undersigned, being the owner(s) of all the area herein described, hereby petitions the Village Board of the Village of Sussex, Wisconsin, to rezone the following described property:

Address: N67W25727 Silver Spring Dr (Approximately 176 Acres)
(Please attach a legal description)

Current zoning: Conservancy Residential (CR-1) & Single-Family Residential (Rs-3)

Requested zoning: Rs-2 and SFRD-3 w/PDO Overlay

Purpose of rezoning:

To facilitate the concept plan and preliminary plat approval of the development.

Please provide the following:

Site Plan/Survey/Plot Plan, drawn to scale of one inch equals one hundred (100) feet, showing the area to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts and the location and existing use of all properties within two hundred (200) feet of the area proposed to be rezoned.

Needed at time of submittal:

Rezoning application fee of \$500.00

Owner, Agent or Attorney

Owner, Agent or Attorney

N27W24025 Paul Ct, Suite 100,
Pewaukee, WI 53072

Address, City, St & Zip

Address, City, St & Zip

Contact Name : Neumann Developments Inc. – Bryan Lindgren

Address: Same as above

Phone #: 262-542-9200

E-mail: blindgren@neumanncompanies.com

For office use only

Payment received: _____

Plan Commission recommendation: _____

Date filed with Village Clerk: _____

Publish dates: _____

Public Hearing date: _____

Village Board date: _____



Narrative in Support of Petition for Planned Unit Development Overlay District (PDO)

Vista Run

Neumann Developments, Inc. proposes a residential development known as Vista Run on an approximately 176 acre site located along Silver Spring Drive on the western edge of the Village of Sussex. The materials presented herewith are in support of a planned development overlay district designation for the project. The general characteristics of the proposed development are as follows:

- Total Area = 176 Acres
- Open Space = 62 Acres
 - Central Park = 12 Acres
 - Passive Use Areas = 50 Acres
- Open Lands (available for future development) = 6.5 Acres
- Net Area = 107.5 Acres

	Existing Rs-2 Zoning	Proposed Rs-2 Planned Development Overlay		
		Estate Lots	Residential Lots	Villa Lots
Min. Lot Area (SF)	20,000	15,000	12,000	10,000
Min. Lot Width (Feet)	100	90	75	65
Front Setback (Feet)	40	25	25	20
Side Setback (Feet)	20	12.5	10	7.5
Rear Setback (Feet)	25	25	25	20

	Existing SFRD-3 Zoning	Proposed SFRD-3 Planned Development Overlay		
			Two-Family Condominium	Townhome
Min. Lot Area (SF)	20,000		N/A	N/A
Min. Lot Width (Feet)	120		N/A	N/A
Front Setback (Feet)	30		20	20
Side Setback (Feet)	30		20 (bldg to bldg)	20 (bldg to bldg)
Rear Setback (Feet)	25		25	25



Application of the planned development overlay district designation is appropriate in this development to coordinate the area site planning, providing attractive open spaces, diversified housing, and economical and efficient design. Secondly, there are a number of housing and residential initiatives detailed in the Master Plan. They each recognize that the Village of Sussex is essentially surrounded by a number of existing communities and its borders are fixed. The growth that can be anticipated is based on a limited supply of land. The plan asserts that the future growth potential should be directed in a way that affords a number of housing options within the single family category. As housing develops away from the center of the Village, clustered subdivisions to minimize impact on the community's rural character and sensitive land are to be encouraged. The lot density should not jeopardize the health and safety or physically negatively effect surrounding manmade and natural environments. If there are subdivisions proposed in natural resource areas, they should be designed in a way to preserve those portions of the land that are suitable to be preserved while maintaining the objective of facilitating growth needs for the future given the finite availability of future lands for development.

The PDO as sought proposes two zoning classifications, with five distinct lot area requirements, as indicated in the attached concept plan. All single-family residential units would be classified under an Rs-2 Single-Family zoning, as indicated in the attached proposed zoning plan. 38 lots would consist of an area no less than 15,000 SF with a minimum lot width of 90 feet (to be known as "Estate lots"), versus an Rs-2 Single-Family zoning district with an area no less than 20,000 SF and a minimum lot width of 100 feet. 70 lots would be known as "Residences lots" and consist of an area no less than 12,000 SF with a minimum lot width of 75 feet. 98 lots would be known as "Villa lots" and consist of an area no less than 10,000 SF with a minimum lot width of 65 feet.

All multi-unit home options, as indicated in the concept plan, would be condominiums classified under an SFRD-3 zoning, as indicated in the proposed zoning plan. Lot area requirements within this zoning district would vary based on two different housing types: two-family ranch style condominium homes and townhomes. There would be a total of 12 townhome buildings with a total of 30 townhomes and 29 total duplex ranch style condominium buildings for a total of 58 duplex units.

In all instances, the effect of the PDO changes are to accomplish the following:

- A. Maximize the preservation area. By reducing the building pad by bringing the homes closer together and forward on the lot, we expand and enhance the availability of lands suitable for preservation. As a result, over one third of the site would be held in preservation lands. This balances growth with protecting the environmental features. Sidewalks and trails installed throughout the development would create a walkable and connected neighborhood, as well as make the open spaces more accessible to all.



- B. Efficiently design the site providing varied lot sizes throughout the development. The greater variation in sizes will ensure the neighborhood does not feel monotonous and allows for increased flexibility in the site's design, thus allowing for a greater amount of open space available to the public for active and passive activities.
- C. Economically design the site providing a diversity of housing options. By offering a wide range of lot sizes in this neighborhood, lot and home prices can appeal to a wider range of future home buyers with different budgets and lifestyles, from entry-level to down-sizers to move-up buyers.

We estimate that home and lot packages in this neighborhood would range from \$325,000 to \$600,000 and generate approximately \$121,000,000 in estimated value once fully improved.

Deed Restrictions would be put on record to ensure high quality development, and provide an enforcement mechanism to protect the preservation areas as well as compliance with other deed restrictions that are placed of record as approved by the Village. Individual home and lot packages would be developed pursuant to those deed restrictions. Those deed restrictions would be in excess of the finished living area minimums in the underlying zoning districts.

The storm water features are easily accessible from the ROW and would be transferred to the Village to be maintained in the future. The proposed plat identifies all open space and areas intended to be reserved and/or dedicated for public use. Proposed public streets are suitable and meet the minimum standards and administrative regulations of the Village.

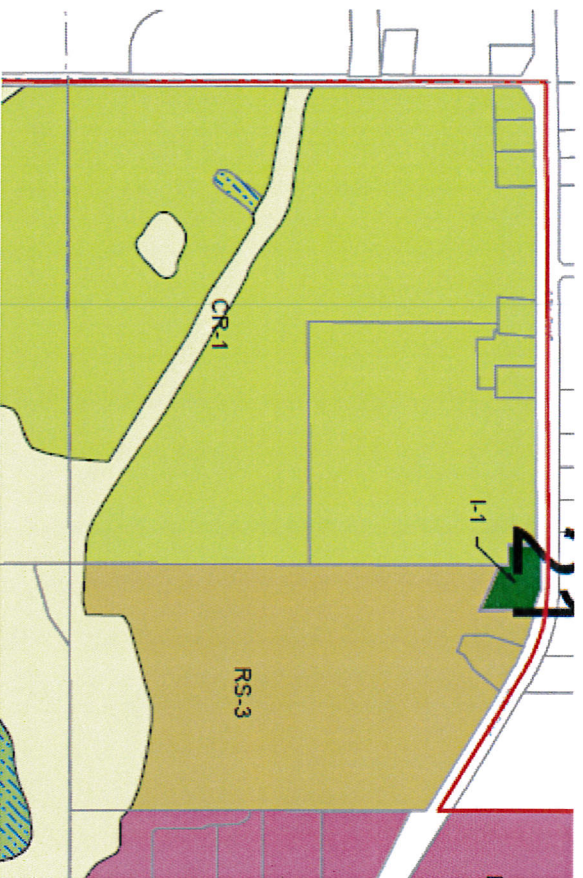
There are no architectural plans, elevations, or prospective drawings associated with the design and character of the proposed residential lots.

In summary, the proposed planned development overlay district is consistent in all respects with the intent and purpose of the PDO zoning as well as the comprehensive plan in that it identifies and preserves lands that contain natural resource features and woodlands as well as provides diversified housing using economical and efficient design. The cluster type development minimizes intrusions within those areas, provides for adequate drainage for surface and storm water, and is accessible by public utilities.

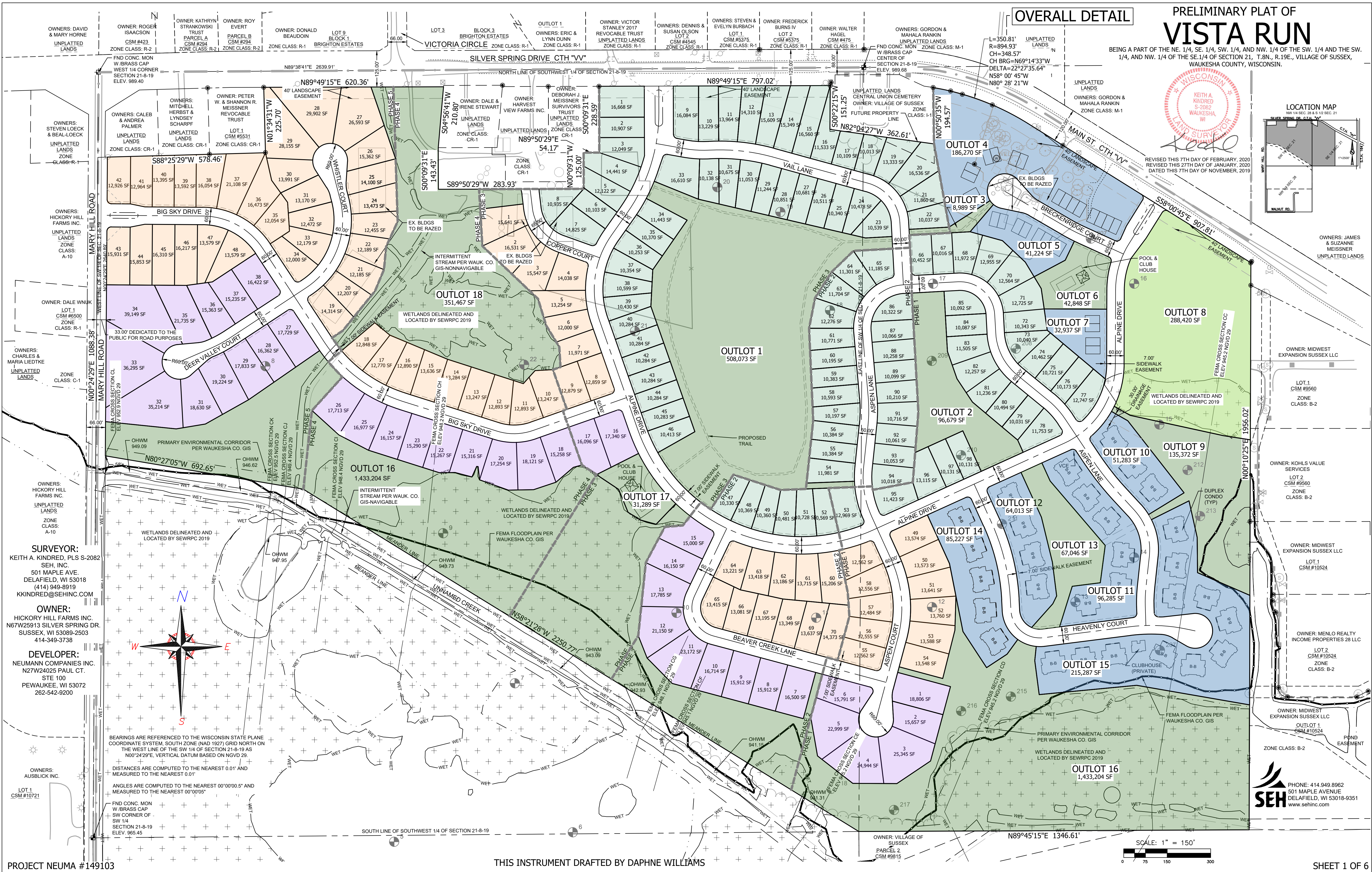
Sincerely,


Bryan Lindgren

CURRENT ZONING MAP



Legend	
	FLOODWAY (F-1)
	FLOODPLAIN CONSERVANCY (F-2)
	FLOODPLAIN FRINGE OVERLAY (FFO)
	LOWLAND CONSERVANCY OVERLAY (LCO)
	UPLAND CONSERVANCY OVERLAY (UCO)
	PLANNED DEVELOPMENT OVERLAY (PDO)
	SECONDARY ENVIRONMENTAL CORRIDOR (SEC)
	ISOLATED NATURAL RESOURCE AREA (INRA)
	CONSERVANCY RESIDENTIAL (CR-1)
	TRADITIONAL SUBURBAN SINGLE-FAMILY RESIDENTIAL DISTRICT (TS-1)
	SINGLE-FAMILY RESIDENTIAL (R-1)
	SINGLE-FAMILY RESIDENTIAL (R-2)
	SINGLE-FAMILY RESIDENTIAL (R-3)
	SINGLE-FAMILY RESIDENTIAL (R-4)
	SINGLE-FAMILY ATTACHED
	RESIDENTIAL DISTRICT (SFRD-3)
	TWO-FAMILY RESIDENTIAL (Rd-1)
	TWO-FAMILY RESIDENTIAL (Rd-2)
	MULTI-FAMILY RESIDENTIAL (Rm-1)
	NEIGHBORHOOD BUSINESS (B-1)
	REGIONAL BUSINESS (B-2)
	HIGHWAY BUSINESS (B-3)
	CENTRAL MIXED USE BUSINESS (B-4)
	BUSINESS PARK DISTRICT (BP-1)
	OFFICE PARK DISTRICT (OP-1)
	INDUSTRIAL (M-1)
	QUARRY (Q-1)
	INSTITUTIONAL (I-1)
	PARK (P-1, P-2)



SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

OWNER:
HICKORY HILL FARMS INC.
N67W25913 SILVER SPRING DR.
SUSSEX, WI 53089-2503
414-349-3738

DEVELOPER:
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-9200

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON
THE WEST LINE OF THE SW 1/4 OF SECTION 21-8-19 AS
N00°24'22"E, VERTICAL DATUM BASED ON NGVD 29.

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND
MEASURED TO THE NEAREST 0.01'

ANGLES ARE COMPUTED TO THE NEAREST 00°00'00.5" AND
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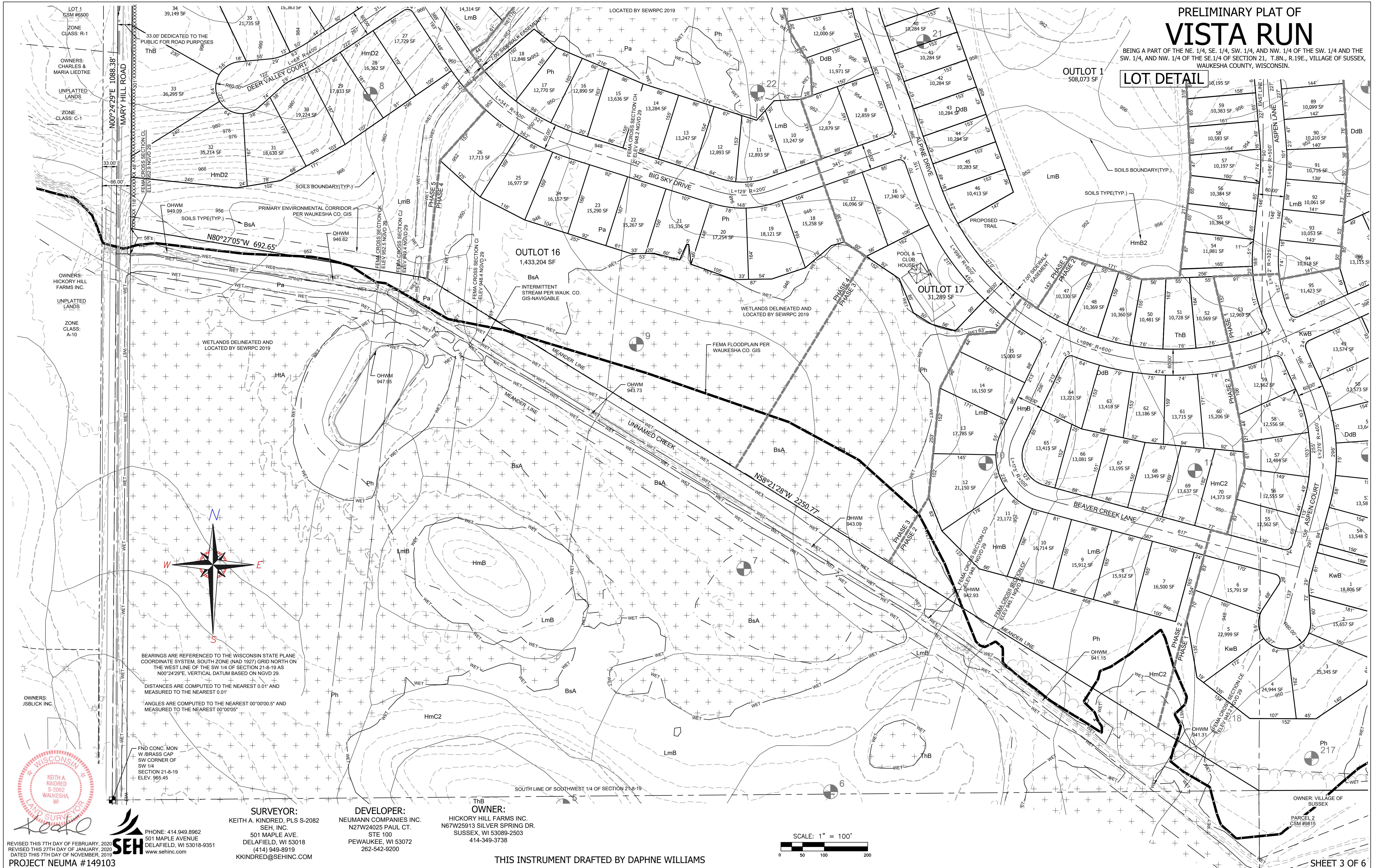
FND CONC. MON
W/BRASS CAP
SW CORNER OF
SW 1/4
SECTION 21-8-19
ELEV. 965.45



PRELIMINARY PLAT OF
VISTA RUN

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LOT DETAIL



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SW 1/4
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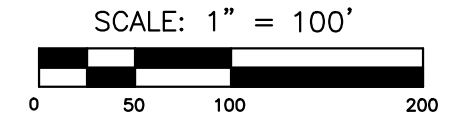
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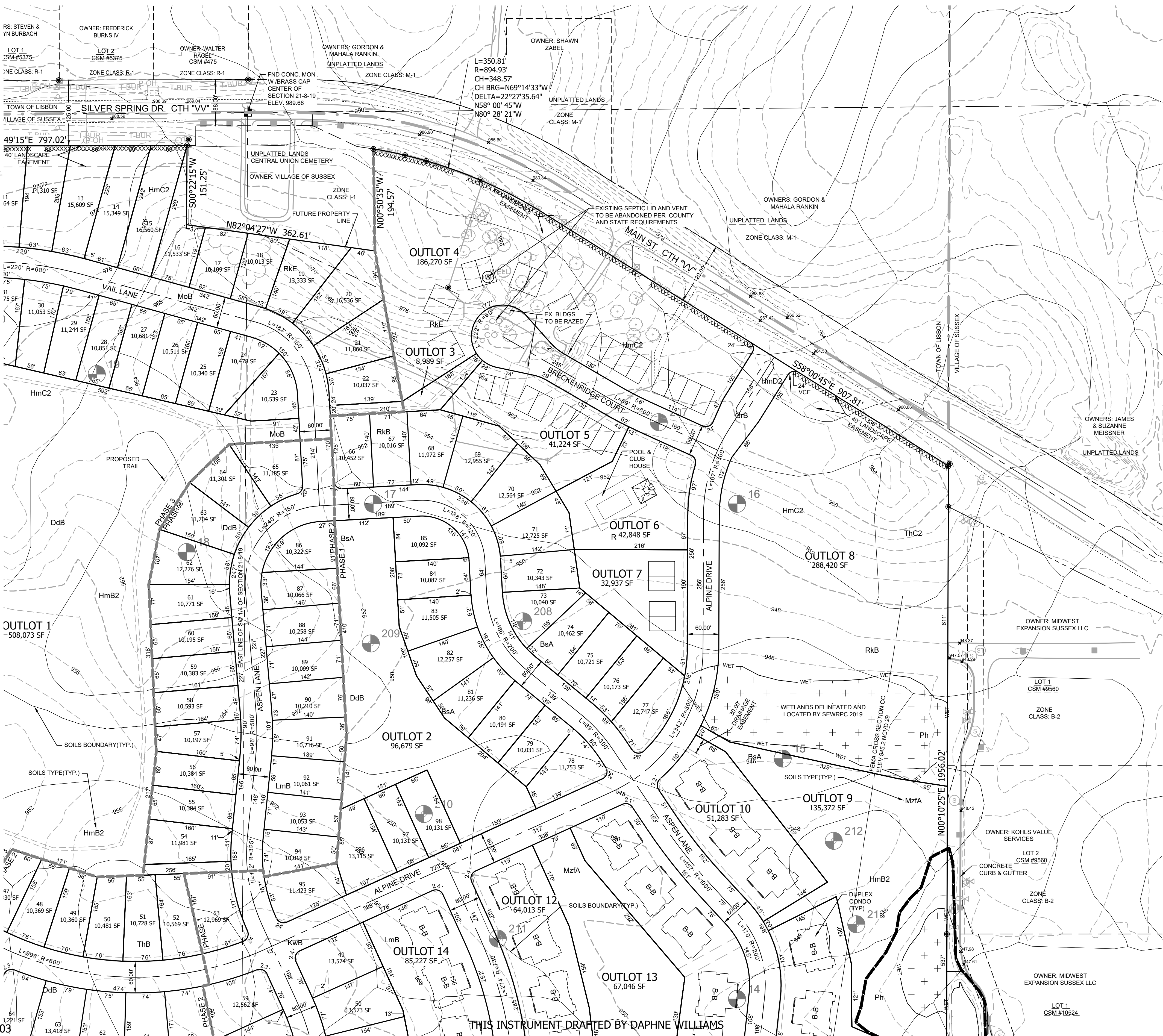
THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS



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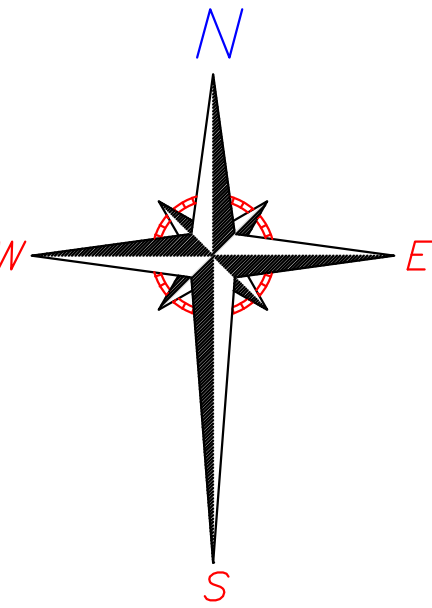
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LOT DETAIL

LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 900--- DENOTES MAJOR CONTOUR
- 902--- DENOTES MINOR CONTOUR
- P-OH DENOTES OVERHEAD ELECTRIC, POLE AND DOWN GUY ANCHOR
- T-BUR DENOTES BURIED PHONE CABLE AND PEDESTAL
- XC DENOTES FENCE LINE
- G G DENOTES GAS METER, VALVE
- XXXXXXXXXXXXX DENOTES NO ACCESS
- DENOTES PHASE LINE



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REVISED THIS 7TH DAY OF FEBRUARY, 2020
REVISED THIS 27TH DAY OF JANUARY, 2020
DATED THIS 7TH DAY OF NOVEMBER, 2019

SCALE: 1" = 100'

0 50 100 200

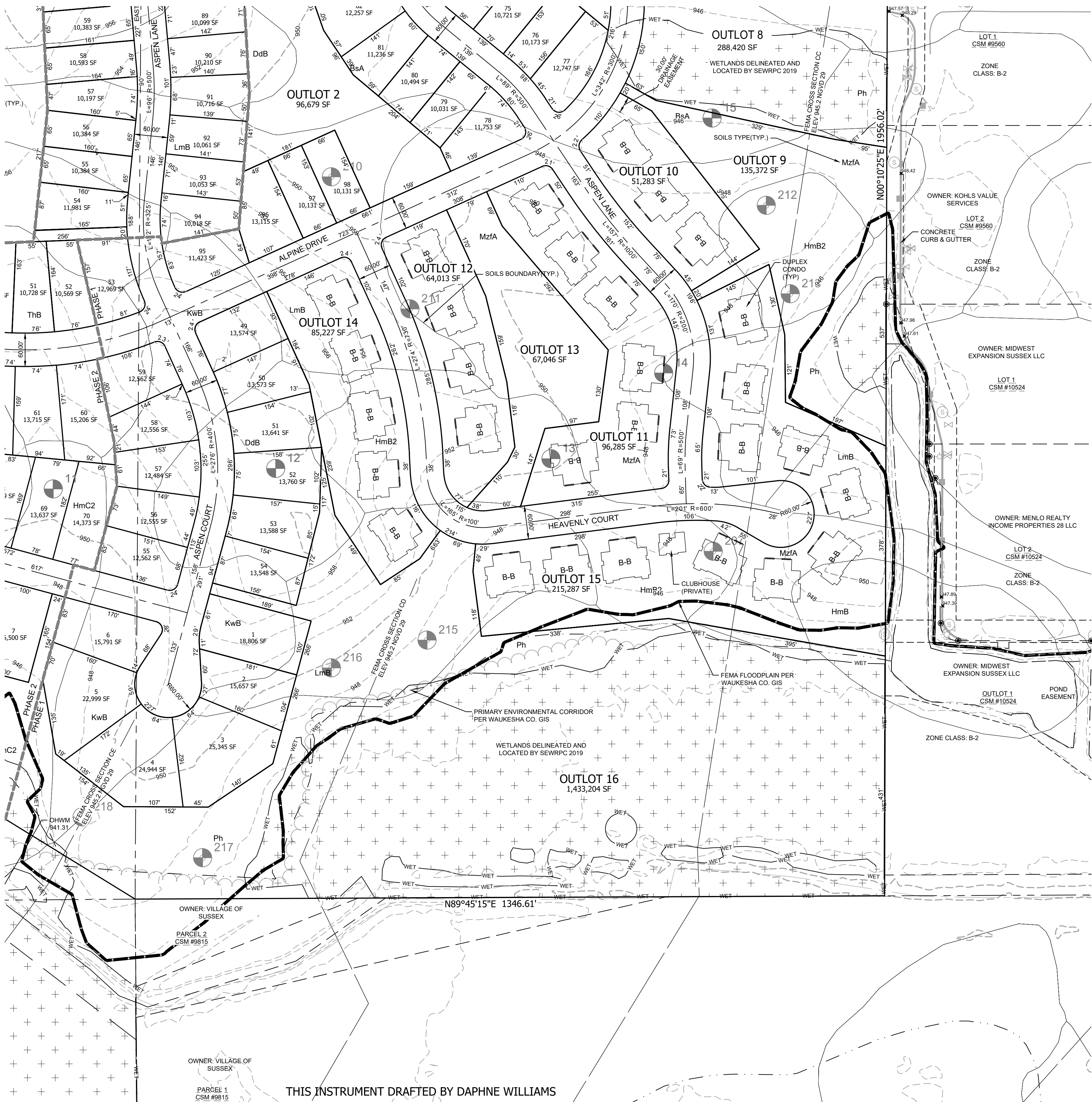
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LEGEND

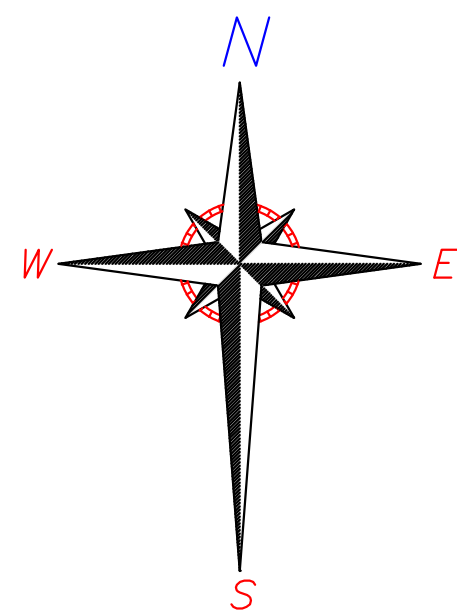
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- - - 900 - - - DENOTES MAJOR CONTOUR
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- XXXXXXXXXXXXX DENOTES NO ACCESS
- - - DENOTES PHASE LINE



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LOT DETAIL



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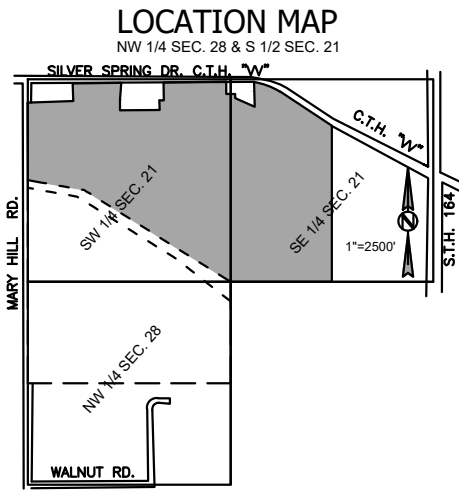
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REVISED THIS 7TH DAY OF FEBRUARY, 2020
REVISED THIS 27TH DAY OF JANUARY, 2020
DATED THIS 7TH DAY OF NOVEMBER, 2019

SHEET 5 OF 6



PRELIMINARY PLAT OF VISTA RUN

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DEVELOPER:

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OWNER:

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GENERAL NOTES:

- 1) EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOTS 2, 3, 6, 9, 13, 16, 17 AND 18. WAUKESHA COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. THE INDIVIDUAL HOME OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF SAID OUTLOTS.
- 2) OUTLOTS 9, 13 AND 16 TO BE ENCOMPASSED BY A DRAINAGE EASEMENT GRANTED TO VILLAGE OF SUSSEX AND MAINTAINED BY THE LOT OWNERS. SEE STORMWATER MANAGEMENT PRACTICES NOTES.
- 3) ALL EASEMENTS ARE GRANTED TO THE VILLAGE OF SUSSEX UNLESS OTHERWISE STATED.
- 4) NO POLES, PADS BOXES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.
- 5) AREA SHOWN IS ZONE X, AREA OF MINIMAL FLOODING AND ZONE AE 0.2% ANNUAL CHANCE FLOOD HAZARD PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 55133C0069G, EFFECTIVE DATE NOVEMBER 5, 2014. CROSS SECTION DATUM OF NAVD 88 ADJUSTED TO NGVD 29.
- 6) THE OVERALL AREA OF THIS PRELIMINARY PLAT IS 7,749,791± S.F., 177.91± AC. (TO THE CENTERLINE OF THE CREEK)
- 7) ALL ROADS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC.
- 8) ALL VISIBLE BUILDINGS, WELLS, SEPTIC ACCESS LIDS AND VENTS (IF ANY) WITHIN 50' OF THE PROPERTY BOUNDARY ARE DEPICTED.
- 9) PRECISE UTILITY EASEMENT LOCATIONS SHALL BE DETERMINED BY THE UTILITY COMPANIES AND INCLUDED IN THE FINAL PLAT.
- 10) ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.
- 11) OUTLOT 8 RESERVED FOR FUTURE DEVELOPMENT.
- 12) OUTLOTS 4, 5, 7, 10, 11, 12, 14 AND 15 TO BE MULTIFAMILY DEVELOPMENT, SFRD-3 PUD, TO BE RETAINED BY THE DEVELOPER.
- 13) OUTLOT 1 TO BE OWNED BY THE VILLAGE OF SUSSEX FOR PARK PURPOSES.

WETLAND RESTRICTIONS

THOSE AREAS IDENTIFIED ON THIS SUBDIVISION PLAT AS WETLANDS, SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER AND WITH THE APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE - PLANNING AND ZONING DIVISION. SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED.
3. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED.
4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.
5. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED, AND IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
6. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.
7. THE RESOURCE BOUNDARIES AND RESTRICTIONS CONTAINED HEREIN MAY ONLY BE MODIFIED IN COMPLIANCE WITH THE TOWN OF LISBON ZONING ORDINANCE.

STORM WATER MANAGEMENT PRACTICE MAINTENANCE

THE TITLEHOLDERS AND UNIT OWNERS OF THE VISTA RUN SUBDIVISION SHALL EACH HOLD AN UNDIVIDED AND NONTRANSFERABLE INTEREST IN OUTLOT 9, OUTLOT 13 AND OUTLOT 16 WHERE THE STORM WATER MANAGEMENT PRACTICES ARE LOCATED.

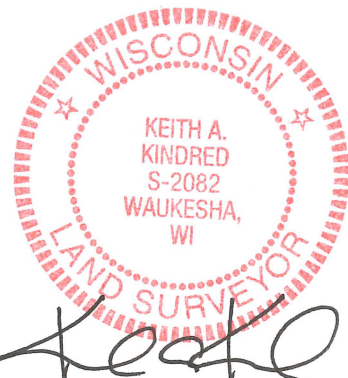
THERE ARE ONE OR MORE SEPARATE DOCUMENTS RECORDED ON THE PROPERTY TITLE THROUGH THE WAUKESHA COUNTY REGISTER OF DEEDS ENTITLED "STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT" ("MAINTENANCE AGREEMENT") THAT APPLY TO OUTLOT 9, OUTLOT 13 AND OUTLOT 16. THE MAINTENANCE AGREEMENT SUBJECTS THIS SUBDIVISION PLAT, AND ALL LOT OWNERS THEREIN, TO COVENANTS, CONDITIONS AND RESTRICTIONS NECESSARY TO ENSURE THE LONG-TERM MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICE. THE AGREEMENT ALSO OUTLINES A PROCESS BY WHICH THE VILLAGE OF SUSSEX MAY LEVY AND COLLECT SPECIAL ASSESSMENTS OR CHARGES FOR ANY SERVICES THE COMMUNITY MIGHT PROVIDE RELATING TO ENFORCEMENT OF THE MAINTENANCE AGREEMENT.

IN ACCORDANCE WITH CHAPTER 14 - ARTICLE VIII OF THE WAUKESHA COUNTY CODE OF ORDINANCES ("STORM WATER ORDINANCE"), THE STORM WATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORM WATER MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY WAUKESHA COUNTY AND IS RESPONSIBLE FOR MAINTAINING THE STORM WATER PRACTICES UNTIL PERMIT TERMINATION BY WAUKESHA COUNTY. UPON TERMINATION OF THE STORM WATER PERMIT, THE OWNERS OF VILLA LOTS 1-98, ESTATE LOTS 1-38 AND RESIDENTIAL LOTS 1-70 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT.

ALL SIDE AND REAR LOT LINES NOT REGULATED BY WAUKESHA COUNTY OR THE VILLAGE OF SUSSEX SHALL BE GRADED AND MAINTAINED IN COOPERATION WITH ABUTTING PROPERTY OWNERS SO AS TO NEITHER IMPEDE THE FLOW OF STORMWATER, NOR NEGATIVELY IMPACT ANY ABUTTING PROPERTY, WHILE ALSO ADHERING TO THE ESTABLISHED, APPROVED, AND ACCEPTED STORMWATER MANAGEMENT PLAN.

EASEMENTS
ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE VILLAGE OF SUSSEX, WAUKESHA COUNTY OR THEIR DESIGNEE ARE AUTHORIZED ACCESS IN THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF MAINTENANCE AGREEMENT.

I KEITH A. KINDRED, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT IN MY PROFESSIONAL OPINION PRELIMINARY PLAT IS A CORRECT REPRESENTATION OF ALL EXISTING LAND DIVISION FEATURES, AND THAT I HAVE COMPLIED WITH ALL APPLICABLE ORDINANCES IN PREPARING THE SAME.



REVISED THIS 7TH DAY OF FEBRUARY, 2020
REVISED THIS 27TH DAY OF JANUARY, 2020
DATED THIS 7TH DAY OF NOVEMBER, 2019

LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
- 11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- ⊕ CONCRETE MONUMENT W/ BRASS CAP FOUND
- ⊙ 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 900--- DENOTES MAJOR CONTOUR
- 902--- DENOTES MINOR CONTOUR
- P-OH DENOTES OVERHEAD ELECTRIC, POLE AND DOWN GUY ANCHOR
- ⊕ DENOTES EXISTING SPOT ELEV.
- T-BUR DENOTES BURIED PHONE CABLE AND PEDESTAL
- XC DENOTES FENCE LINE
- G DENOTES GAS METER, VALVE
- XXXXXXXXXXXXX DENOTES NO ACCESS
- DENOTES PHASE LINE

PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

DEVELOPER'S AGREEMENT FOR

Vista Run
A Single Family Attached and Detached Mixed Residential Subdivision

VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, 2020,
between Vista Run, LLC, with offices at N27W24025 Paul Ct. Suite 100
Pewaukee, WI 53072, hereinafter called "DEVELOPER", and the VILLAGE of
Sussex in the County of Waukesha and the State of Wisconsin, hereinafter called
the "VILLAGE".

WITNESSETH:

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

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

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

WHEREAS, said SUBJECT LANDS are presently zoned RS-2 Single
Family, SFRD-3 Single Family Attached, Park, and Agriculture with
environmental overlays with a Planned Development Overlay District, under
rezoning ordinance **No. 864** shown as **EXHIBIT B** which allows the above-
described development; and

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

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

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

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

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

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

WHEREAS, the DEVELOPER will also soon be seeking from the Plan Commission and Village Board of the VILLAGE Condominium Plat(s) approval and Acceptance, upon completion of the required improvements for the development, as shown in **Exhibit D-Condo Plat 1, Exhibit D- Condo Plat 2**, and

continued so forth until the number as necessary to accomplish the development as outlined in the preliminary plat, which shall be attached as approved, if it is; and

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

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

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

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

A. Phase 1 November 1, 2021

B. Phase 2 November 1, 2022

- C. Phase 3 November 1, 2023
- D. Phase 4 November 1, 2024
- E. Phase 5 November 1, 2025

5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but in no event later than two (2) winter seasons. Notwithstanding the foregoing, the VILLAGE Board may require placement of the final lift at an earlier date if it determines in its discretion that it is necessary or appropriate to do so.

6. The DEVELOPER shall maintain public streets, sidewalks, and paths, including snowplowing, unless otherwise approved by the VILLAGE Administrator, until accepted by resolution by the VILLAGE Board. Once the first lift of asphalt is established VILLAGE shall provide snowplowing service for the public roadways and DEVELOPER shall pay VILLAGE at a rate of \$262 per hour for said plowing service to ensure the roadway is open and safe for public and emergency access until the roadway is accepted by resolution by the VILLAGE Board. The VILLAGE shall provide snow plowing service in a manner consistent with that of the rest of the Village and shall in no way be responsible to DEVELOPER for any damage caused to infrastructure by snow plow operations. The DEVELOPER shall properly ramp any manholes prior to November 1 of each year to ensure safe snow plow operations. The rate per hour for snow plowing shall remain the same through January 1, 2021 and shall increase 3% annually each year thereafter. During construction sidewalks/paths shall be blocked and labeled with signage saying "closed during construction." Sidewalks/paths shall be maintained by the DEVELOPER once the first home/building occupancy is granted within a phase.

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

8. Contractors working on the development or on individual buildings are required to clean up all mud, dirt, stone or debris on the streets, sidewalks, and paths no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by

the DEVELOPER and accepted by the VILLAGE Board. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, sidewalk, and path, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets, sidewalk, and path within twenty-four (24) hours after receiving a notice from the VILLAGE. If said mud, dirt, stone or debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the VILLAGE.

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

10. DEVELOPER is permitted to have a roadway width of 33’ back of curb to back of curb for the DEVELOPMENT. DEVELOPER shall provide the normal 60’ right of way for all proposed local roadways. Said narrowed roadway enhances the DEVELOPMENT, providing for more greenspace for the subject lands and creates a better atmosphere for the development along with providing cost reductions, which benefit the DEVELOPER.

11. DEVELOPER shall due to the size of the development with the second phase complete a loop roadway to ensure two connections to Highway VV to the site regardless of the phasing in order to maintain public safety.

12. DEVELOPER shall install sidewalk 6 feet wide along County Highway VV and Maryhill Roadway as required by Village Ordinance. The sidewalk on Maryhill shall only be required to extend to the point where the path along the creek connects to it as further development to the south is unlikely due to land conditions.

13. DEVELOPER shall install a path system at least 8 feet wide along the creek from Maryhill to Big Sky Drive, and then again from the Alpine Drive frontage of outlot 16 located just east of the Central Clubhouse and Pool at Alpine Drive to the property line of outlot 1 of CSM 10524 near the south east corner of outlot 15.

They shall also establish the path from Breckenridge Court to Vail Lane and from Heavenly Ct. to the trail in outlot 16.. The DEVELOPER is not responsible for the path system in the Village Neighborhood Park (Outlot 1). The trails shall be established prior to the final plat/condo plat for any lot that is adjacent to the trail section.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and VILLAGE of Sussex specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans.
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the VILLAGE Clerk's office and all applicable Federal, State and VILLAGE of Sussex ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the VILLAGE of Sussex and as approved by the VILLAGE Engineer. The entire sewerage system may be built in sections from east to west with each DEVELOPMENT Phase from the Phasing Plan.
3. To clean all sanitary sewers in the SUBJECT LANDS prior to acceptance of the improvements and issuance of building permits by the VILLAGE of Sussex.
4. To furnish "as-built" plans of the sanitary sewage system for the SUBJECT LANDS, including locations of laterals to lot lines, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of building permits.
5. To televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the VILLAGE Engineer, supply the video tape to the VILLAGE of Sussex, and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the VILLAGE.
6. That no building permits shall be issued until the sanitary sewer system for of the SUBJECT LANDS has been dedicated to and accepted by the VILLAGE.

7. DEVELOPER shall install the sewer system for the SUBJECT LANDS such that a main interceptor line shall run from the existing interceptor line in the southeast corner of the SUBJECT LANDS to where Big Sky Drive will connect with Maryhill Road per the regional interceptor sewer plan for this area.

C. WATER: The DEVELOPER hereby agrees:

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

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

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

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

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

6. DEVELOPER shall complete the water main loop for the SUBJECT LANDS along CTH VV and from the southeastern property corner such that the entire

development is served from two sources of water in case of a water main break or water shut-off situation. The complete loop is not required to be installed until November 1, 2022 or in conjunction with Phase 2, whichever occurs first.

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

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and written proof that the VILLAGE Engineer, DNR, and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, have reviewed and approved said plans.
2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and where appropriate from adjacent property, in accordance with all plans and specifications on file in the VILLAGE Clerk's office, and all applicable federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the VILLAGE Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, including where necessary as determined by the VILLAGE Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/ detention basins.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the VILLAGE before any building permits are issued.
4. To maintain roads free from mud and dirt from construction of the development.
5. The VILLAGE Board will not accept the surface and storm water drainage system until the entire system serving a given phase is installed and landscaped in accordance with plans and specifications to the satisfaction of the VILLAGE Engineer.

6. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the VILLAGE Board.

7. The VILLAGE retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the VILLAGE Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and the surrounding area.

8. The DEVELOPER shall establish the stormwater facilities within outlots that the Village shall maintain but only according to a Stormwater Facility Maintenance Agreement, attached herein as **EXHIBIT F** and hereinafter known as the "SFMA". The SFMA shall state that the VILLAGE shall agree to maintain the stormwater management facilities in the Development except for specific annual maintenance activities such as grass mowing, etc.; which shall be spelled out in the SFMA. DEVELOPER shall provide the necessary easement hereinafter known as the "Stormwater Easement" and attached herein as **EXHIBIT F-1** for any stormwater facilities that are located outside of the right-of-way or have the necessary maintenance zone outside of the right-of-way, which shall also be addressed in depictions and in language on the Plat.

9. To furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of building permits.

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

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the VILLAGE Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, and the Army Corps of Engineers, if applicable, have approved said plans.

2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the VILLAGE Engineer, the Waukesha County Department of Park and Land Use, Land Resources Division, and Army Corps of Engineers, if applicable.

3. All disturbed areas shall be restored to the satisfaction of the VILLAGE Engineer within seven (7) days of disturbance.

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

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, paths and trails by use of sound conservation practices as specified in the Tree Mitigation Plan and Landscape Plan attached herein as **(EXHIBIT G and G-1)**. Said payment shall be made prior to grading permits being issued to start construction.

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

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

4. The DEVELOPER shall delineate all wetlands on SUBJECT LANDS that either abut, are adjacent to or are contained on individual lots by means of cedar posts, or otherwise approved permanent delineation means as approved by the VILLAGE staff prior to the issuance of building permits.

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

6. The DEVELOPER shall provide a 40' planting strip and install a planting plan (see Exhibit G-1) adjacent to Highway VV to minimize the impacts from and

screen from the highway. This strip shall be a part of the platted lots but shall have the following restriction or similar language as approved by the Village Engineer lettered on the face of the plat,” This strip reserved for the planting of trees and shrubs, the building of structures herein is prohibited.” This landscaping shall be completed by the developer no later than the Final Plat/Condo Plat for lots with this easement area .

7. The Association formed by DEVELOPER under the Deed Restriction shall ensure individual lot owners maintain the landscaping in the entryway landscape areas at the entrance to the subdivision including any subdivision monument signage for the Subdivision. Furthermore any landscape area within the right of ways or on private property shall be depicted with proper easement and maintenance requirements on the Plat so that the homeowners association has the obligation to maintain those areas in perpetuity, which said easement and maintenance agreement shall be attached as **Exhibit G-2**. The plans for these areas, if any, shall be shown on **Exhibit G-1**.

8. The DEVELOPER shall establish Street Trees per the Street Tree Plan attached as **Exhibit G-3**. The Street Trees shall be established only within the appropriate times per year as listed on the plan and the trees shall be installed by DEVELOPER within 1 year of the Final Plat/Condominium Plat for that Phase. Street Trees shall be maintained by the DEVELOPER until the warranty period ends for said Street Trees unless otherwise approved by the VILLAGE Board.

9. Within Outlots 2, 3, 9, 13, 16 and 18 a specific landscape plan shall be installed by the DEVELOPER to ensure minimal maintenance is required long term for these areas. The timing of installation of this landscape area shall be no later than the corresponding phased improvements and the final plat/condo plat for lots adjacent to these areas.

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

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

2. All traffic control signs and street signs, as required by the VILLAGE will be installed by the VILLAGE at the cost of DEVELOPER within fifteen (15) working days of the placement of the first lift of asphalt.

SECTION II. STREET LIGHTS:

The DEVELOPER hereby agrees to install or cause WE Energies to install a street lighting system in the development according to a plan prepared by We Energies and on file with the VILLAGE Clerk and approved by the VILLAGE of Sussex prior to issuance of building permits unless waived by VILLAGE Staff. The Lighting Plan shall be **EXHIBIT H**, which shall be attached to this agreement prior to the approval of the Final Plat of Phase 1.

SECTION III. ADDITIONAL IMPROVEMENTS:

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

SECTION IV. TIME OF COMPLETION OF IMPROVEMENTS:

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

SECTION V. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the VILLAGE. "Final Acceptance" as used herein, however, shall be

the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the VILLAGE Board. The two-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the two-year guarantee period.

SECTION VI. DEDICATION OF IMPROVEMENTS:

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

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

SECTION VII. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the VILLAGE as set forth herein, the same shall be accepted by the VILLAGE Board if said improvements have been completed as required by this agreement and as required by all federal, state,

county or VILLAGE guidelines, specifications, regulations, laws and ordinances and approved by the VILLAGE Engineer.

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

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

SECTION IX. GUARANTEES OF IMPROVEMENTS:

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

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

C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the VILLAGE Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation,

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

D. Maintenance Prior to Acceptance.

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

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the VILLAGE Board. Should the DEVELOPER fail to meet this requirement, the VILLAGE Board will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.

3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches, storm sewers, and streets; dredging and reshaping of siltation or retention ponds; replacing of

siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the VILLAGE Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION X. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

Except as otherwise provided herein, the VILLAGE shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the VILLAGE Administrator, on any improvements until accepted by the VILLAGE Board.

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

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

SECTION XII. FINANCIAL GUARANTEE:

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

A. The DEVELOPER is in default of any aspect of this agreement, or

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

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

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

Notwithstanding any other provision to the contrary, and subject to the right of the Village to make a draw thereon pursuant to paragraph, the Developer's obligation to maintain a letter of credit shall not extend beyond 14 months from the date of substantial completion of all Improvements as defined in §236.13(2)(a)2, Wis. Stats.

SECTION XIII. BUILDING AND OCCUPANCY PERMITS:

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

- A. The public improvements have been installed and accepted by the Village Board as set forth in this agreement and the final plat has been approved by the VILLAGE for said lot for which a building permit is requested.
- B. All private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures (unless waived by the VILLAGE Administrator).
- C. The DEVELOPER is not in default of any aspect of this agreement.
- D. There is no default of any aspect of this agreement as determined by the VILLAGE Administrator.

SECTION XIV. VACANT LOT MAINTENANCE EASEMENT.

Developer shall grant a vacant lot maintenance easement to the VILLAGE, in a form that is subject to the approval of the VILLAGE Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the VILLAGE the right (but not the obligation) to enter upon any vacant lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the VILLAGE of Sussex Municipal Code, including but not limited Chapter 9, entitled "Public Nuisance", and Chapter 9, entitled "Health and Sanitation", including Section 9.07 entitled "Property Maintenance Code". A vacant lot shall include any Lot that does not have an occupied principal structure that is used for residential purposes at the time of inspection, repair or restoration. All costs incurred by the VILLAGE in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the VILLAGE.

SECTION XV. PROMOTION OF ARCHITECTURAL UNIQUENESS.

The parties intend that all homes in the Subject Land shall be owned, occupied and used for residential purposes and follow the design standards of the Village. The parties further intend that there shall be architectural uniqueness to the neighborhood between buildings. Therefore, no two identical buildings may be constructed directly adjacent to one another or directly across the street from one

another. No more than 7 homes per any phase of development shall be of the same design model as determined by the VILLAGE.

SECTION XVII. MISCELLANEOUS REQUIREMENTS

The DEVELOPER shall:

A. EASEMENTS:

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

B. TREE PLANTING:

Tree planting shall follow the plan approved by the VILLAGE and attached hereto as **Exhibit G-1 through G-3.**

C. MANNER OF PERFORMANCE:

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

D. SURVEY MONUMENTS:

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

E. HOME-OWNERS ASSOCIATION DECLARATION:

Execute and record a HOME-OWNERS ASSOCIATION Declaration, which may be embodied in the Deed Restriction, in a form that is subject to the approval of the VILLAGE Board and VILLAGE Attorney, and provide proof of recording prior to sale of Lots for the SUBJECT LANDS.

F. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the VILLAGE Board and VILLAGE Attorney, and provide proof of recording prior to sale of Lots for the SUBJECT LANDS. The Deed Restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities in accordance with the "Owners Maintenance Requirements: Stormwater Management Systems

Detention/Retention Ponds and Grass Swales” specifications on file with the Village of Sussex, dated July, 2002, including such amendments as may be made thereto from time to time by the Village Engineer. The deed restrictions shall also contain the following language:

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

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

G. GRADES:

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

H. RESERVE CAPACITY ASSESSMENTS - SANITARY SEWER:

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

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

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

I. RESERVE CAPACITY ASSESSMENTS - WATER:

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

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

to its property from the proposed improvements exceed the amount of the special assessment against such property.

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

J. UNDERGROUND UTILITIES:

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

K. PERMITS:

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

L. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the VILLAGE Engineer. Excess topsoil may be removed as DEVELOPER determines based upon the approved Grading Plan and VILLAGE Engineer consent.

M. DIGGERS HOTLINE.

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

N. PREVAILING WAGE RATES AND HOURS OF LABOR:

If any aspect of the development involves a project of public works that is regulated by Wisconsin Statutes Section 66.0903 then: (1) The Developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The Developer shall comply with the prevailing hours of labor as described and regulated pursuant to such

statutes and related laws; and (3) The Developer shall fully comply with the reporting obligations, and all other requirements of such laws; and (4) The Developer shall ensure that the Developer's subcontractors also fully comply with such laws. The Developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903, for any work arising out of this agreement.

O. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

P. DEBRIS:

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

Q. DUTY TO CLEAN ROADWAYS:

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

R. PUBLIC CONSTRUCTION PROJECTS:

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

S. IMPACT FEES.

DEVELOPER and VILLAGE acknowledge that the VILLAGE has caused a needs assessment study to be performed pursuant to Wis. Stat. 66.55 and that the VILLAGE has enacted an ordinance (18.10065) that imposes impact fees pertaining to the VILLAGE's parks, playgrounds and land for athletic fields, and that imposes impact fees pertaining to the VILLAGE's Library. The DEVELOPER acknowledges and agrees that the ultimate occupants of the Lots on the SUBJECT LANDS will likely utilize the Village's parks, playgrounds, and athletic fields, and Library and that the impact fees imposed by VILLAGE Ordinances are necessary to pay for the capital costs of the facilities described in this section in order to accommodate land development. These Fee(s) shall be paid prior to the release of the BUILDING PERMIT.

T. ZONING CODE:

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

U. NO AGRICULTURE USE.

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

V. LAND PURCHASE.

The DEVELOPER in order to construct the Development will purchase .59 acres of land abutting the Lisbon Central Union Cemetery from the Village of Sussex for \$20,650.00. This transfer of ownership will be included in the Final Plat for Phase 2 as depicted and attached herein as **Exhibit F**.

W. Private Clubhouse/ Pools

The DEVELOPER intends to establish two neighborhood Clubhouse/ Pools on Outlots 6, and 17 and a condo clubhouse on Outlot 15. These buildings/lots shall be reviewed by the VILLAGE Architectural Review Board and meet the design standards of the Village. These lots shall be landscaped and maintained in perpetuity by the homeowner's association.

X. DEVELOPER is dedicating the lands in Outlot 1 to the VILLAGE, in order to meet the VILLAGE's Park and Open Space Plan. It is the intent of the VILLAGE to establish a neighborhood Park on Outlot 1.

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

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

SECTION XIX. METHOD OF IMPROVEMENT.

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

SECTION XX. GENERAL INDEMNITY:

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

SECTION XXI. VILLAGE RESPONSIBILITY:

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

1 Cost of increasing the size of the water main from eight inches to a larger size, including the cost of larger valves.

2 Cost of increasing the size of the sewer main from eight inches to a larger size.

3. The VILLAGE agrees to allow the DEVELOPER to connect to the VILLAGE of Sussex's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the VILLAGE of Sussex and the appropriate approvals have been granted for such service from all Federal, State, SEWRPC, and local governments and agencies.

SECTION XXII. INSURANCE:

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

SECTION XXIII. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

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

SECTION XXIV. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION XXV. ZONING:

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

SECTION XXVI. COMPLIANCE WITH CODES AND STATUTES:

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

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

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional Preliminary Plat approval and a conditional rezoning ordinance by the VILLAGE. The DEVELOPER also acknowledges that if the development is to proceed the SUBJECT LANDS will also be subject to a conditional Final

Plat/Condo Plat approval, if it is approved. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional Preliminary Plat approval for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT C**, and the conditional rezoning ordinance for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT B**. At such time as the Final Plat is approved, if it is, the conditional Final Plat and Final Condo Plat approvals shall be attached hereto and incorporated herein as **EXHIBIT D and Exhibit D-Condo Plat, respectively**. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

SECTION XXVIII. PHASING OF DEVELOPMENT:

In that the DEVELOPER has voluntarily agreed to develop the subject land in multiple phases and has further agreed to submit along with the Final Plat of the first phase a phasing plan for the entire development, which shall be in substantial conformity with the phasing plan (**EXHIBIT J**) prepared and discussed by the Plan Commission for the VILLAGE of Sussex and shall be subject to review and must be specifically approved by the VILLAGE Board, Section 236.11(b), Wisconsin Statutes, which requires Final Plats to be filed within thirty-six (36) months of the date of approval of the Preliminary Plat is hereby waived by the VILLAGE provided the DEVELOPER complies with the approved phasing plan and further provided that the Final Plat of each phase complies substantially with the Preliminary Plat, as provided in Section 236.11(b), Wisconsin Statutes.

SECTION XXIX. AGREEMENT FOR BENEFIT OF PURCHASERS:

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

SECTION XXX. ASSIGNMENT:

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

SECTION XXXI. PARTIES BOUND:

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

SECTION XXXII. HEIRS & ASSIGNS:

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

SECTION XXXIII. SURVIVAL.

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

SECTION XXXIV. OWNERSHIP OF SUBJECT LANDS.

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

SECTION XXXV. PARAGRAPH HEADINGS.

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

SECTION XXXVII. INCORPORATION OF RECITALS.

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

SECTION XXXVII. COUNTERPARTS.

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

SECTION XXXVIII. ENTIRE AGREEMENT.

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

SECTION XXXIX. RECORDING OF AGREEMENT.

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

SECTION XXXX. AMENDMENTS:

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

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

Vista Run, LLC.

By: _____
Steve DeCleene, President, Neumann Developments, Inc., its sole member

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2020,
the above named Steve DeCleene Authorized Signatory of Neumann
Developments, , Inc., the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN

VILLAGE President

VILLAGE Clerk-Treasurer

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2020,
the above-named Anthony LeDonne, VILLAGE President, and Samuel Liebert,
VILLAGE Clerk-Treasurer, of the above-named municipal corporation, to me
known to be the persons who executed the foregoing instrument and to me known
to be such VILLAGE President and VILLAGE Clerk-Treasurer of said municipal
corporation and acknowledged that they executed the foregoing instrument as such
officers as the deed of said municipal corporation by its authority and pursuant to
the authorization by the VILLAGE Board from their meeting on the _____ day of
_____, 2020.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____