

COMMON COUNCIL AGENDA
May 8, 2023
REEDSBURG CITY HALL COUNCIL CHAMBERS
6:00 PM

DUE TO THE RESTRICTIONS CAUSED BY THE COVID-19 PANDEMIC, SOME VOTING MEMBERS MAY BE PRESENT VIA TELECONFERENCE OR VIDEO CONFERENCE, AS PROVIDED BY THE RECOMMENDATIONS OF THE WISCONSIN DEPARTMENT OF JUSTICE. [HTTPS://WWW.DOJ.STATE.WI.US/NEWS-RELEASES/OFFICE-OPEN-GOVERNMENT-ADVISORY-CORONAVIRUS-DISEASE-2019-COVID-19-AND-OPEN-MEETINGS](https://www.doj.state.wi.us/news-releases/office-open-government-advisory-coronavirus-disease-2019-covid-19-and-open-meetings)

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

THE COUNCIL WILL RECEIVE INFORMATION ON NON-AGENDA TOPICS BROUGHT BEFORE THE COUNCIL BY MEMBERS OF THE PUBLIC. THE COUNCIL WILL NOT DISCUSS THESE TOPICS, AND WILL NOT TAKE ACTION ON ANY OF THEM AT THIS MEETING.

I. CONSENT AGENDA (ONE MOTION APPROVES ALL ITEMS):

1. Approve minutes for the meeting held on April 24, 2023
2. Approve/Deny Application for Original Class B Retailer's License for Beer Brewing Amber, LLC, DBA Corner Pub Brewing, 100 E. Main Street, Amber Giddings - Agent.
3. Approve/Deny: Monthly Expenditure Report for April 2023
4. Receive: Monthly Building Permit Report for April 2023
5. Approve/Deny: Appointment of Beth Voigt to the Historic Preservation Commission
6. Proclamation: Designating Police Week 2023, May 14 - 20, 2023.

II. GENERAL BUSINESS:

1. Approve/Deny: Resolution 4506-23 Authorizing the Termination of Tax Incremental District #4.
2. Approve/Deny: Lease with Bell Bank Equipment Finance for Public Works Street Sweeper.
3. Approve/Deny: Lease agreement with JAG Courts, Inc. to operate the Reedsburg Fieldhouse, 1501 Viking Drive.

III. COMMISSION, COMMITTEE, BOARD AND STAFF REPORTS:

1. 1st Meeting Committees: Historic Preservation, Reedsburg Area Development, Airport Commission, Personnel Committee, Room Tax, (any other committees or commissions with reports).

IV. OFFICE OF THE MAYOR:

1. Annual Ethics review



The City of Reedsburg does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings and programs are available by calling (608) 524-6404. To be able to meet the needs of a request for a different format contact the City Clerk-Treasurer at 134 S. Locust Street, Reedsburg, WI at least 48 hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.



CITY OF REEDSBURG
134 South Locust Street, PO Box 490
Reedsburg, WI 53959
PH. 608-524-6404 FAX. 608-524-8458
www.reedsburgwi.gov

V. ADJOURN:



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City of Reedsburg Meeting of the Common Council
April 24, 2023

Present: Mayor Dave Estes, Alderpersons Sonny Hyde, Craig Braunschweig (arrived at 6:05 p.m.), Jason Schulte, Mike Gargano, Phil Peterson, Dave Knudsen, Tom Seamonson, and Adam Kaney.
Absent: Alderperson Missy Frenz
Others Present: City Administrator Tim Becker, Finance Director/City Clerk-Treasurer Jacob Crosetto, Police Chief Pat Cummings, City Attorney Maximilian Buckner, Public Works Director Steve Zibell, Parks and Recreation Director Matt Scott, Building Inspector/Zoning Administrator Brian Duvalle, Citizens, Press.

Mayor Dave Estes called the regular session of the Common Council to order at 6:00 p.m. in the Common Council Chambers.

Approve Consent Agenda: consisting of the minutes from the Common Council meetings held on April 10 & 18, 2023; Proclamation: Recognizing National Water Safety Month - May 2023; and approval of application for Temporary Class B/Class B Retailer's License for the Reedsburg Pirates Home Talent Baseball League, May 2023 - July 2023, at Nishan Park - 1700 Eighth Street.

Motion: Kaney, Second: Gargano to approve the consent agenda. Motion carried 7-0.

GENERAL BUSINESS:

- A. Approve/Deny: First Reading and setting a Public Hearing for May 22, 2023 for Ordinance 1955-23 Amending Chapter 434-3 Offenses against public safety to add the adoption of Wisconsin Statute 941.231 - Carrying a Concealed Knife.
 - a. **Motion: Kaney, Second: Braunschweig to approve setting the Public Hearing on Ordinance 1955-23 as presented. Motion carried 8-0.**
- B. Approve/Deny: Second Reading and Public Hearing for Ordinance to provide 1954-23 - Amending Chapter 104 Council Meetings and Rules of Procedures to provide meeting cancelation flexibility due to lack of agenda items.
 - a. **Motion: Braunschweig, Second: Seamonson to approve Ordinance 1954-23 as presented. Motion carried 8-0.**

RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

- A. Plan Commission: Approve/Deny: Resolution 4510-23 for a Certified Survey Map for parcel 042- 0819- 00000, in the Town of Winfield in the extraterritorial zone.
 - a. **Motion: Kaney, Second: Braunschweig to approve Resolution 4510-23 as presented. Motion carried 8-0.**

Motion: Knudsen, Second: Kaney to adjourn.
Motion carried 8-0. Meeting adjourned at 6:31 p.m.

Respectfully submitted,

Jacob Crosetto
City Clerk-Treasurer/Finance Director

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: May 9, 2023 ending: June 30, 2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☐ City of Reedsburg

County of Sauk Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-103134830400</u>	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ <u>100.00</u>
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>25.00</u>
TOTAL FEE	\$ <u>125.00</u>

prohibit

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Beer Brewing Amber LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Giddings</u>	(First) <u>Amber</u>	(Middle Name) <u>Willow</u>	Home Address (Street, City or Post Office, & Zip Code) <u>320 W Maple St, Baraboo, WI 53913</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Corner Pub Brewing Business Phone Number _____
2. Address of Premises 100 E Main St Post Office & Zip Code Reedsburg 53959

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Upstairs - Coolers:

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? Pete Peterson

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date April 2023 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
If yes, explain. City of Baraboo - Both Full License
Town of Baraboo
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Giddings, Amber W</u>	Title/Member <u>Owner</u>	Date <u>4-12-2023</u>
Signature <u>Amber W. Giddings</u>	Phone Number <u>608 393 7206</u>	Email Address <u>Amber@giddings.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-12-2023</u>	Date reported to council / board <u>5-8-2023</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-131630 A/R UTILITY (VISION PREMIUMS)							
262196	AMERITAS LIFE INSURANCE C	010-40272-000	VISION PREMIUMS - APRIL 2023	04/17/2023	361.92	361.92	04/20/2023
Total 10-131630 A/R UTILITY (VISION PREMIUMS):					361.92	361.92	
10-131650 A/R UTILITY (DENTAL PREMIUMS)							
262196	AMERITAS LIFE INSURANCE C	010-40272-000	DENTAL PREMIUMS - APRIL 2023	04/17/2023	3,294.68	3,294.68	04/20/2023
Total 10-131650 A/R UTILITY (DENTAL PREMIUMS):					3,294.68	3,294.68	
10-131660 A/R UTILITY (METLIFE PREMIUMS)							
130652	METLIFE SBC	KM05735175-0	METLIFE PREMIUMS - APRIL 2023-RUC	03/16/2023	66.70	66.70	04/06/2023
Total 10-131660 A/R UTILITY (METLIFE PREMIUMS):					66.70	66.70	
10-213610 UNION DUES DEDUCTIONS							
231168	WPPA	WPPA-0423	POLICE OFFICERS UNION DUES	04/01/2023	645.00	645.00	04/20/2023
Total 10-213610 UNION DUES DEDUCTIONS:					645.00	645.00	
10-213810 DEFERRED COMPENSATION							
263283	NORTH SHORE BANK FSB	DEFERREDCO	DEFERRED COMPENSATION	03/29/2023	150.00	150.00	04/06/2023
263283	NORTH SHORE BANK FSB	DEFERREDCO	ANITA YOUNG TA MOD, JON PETERS	04/12/2023	150.00	150.00	04/20/2023
Total 10-213810 DEFERRED COMPENSATION:					300.00	300.00	
10-213915 VISION PREMIUMS							
262196	AMERITAS LIFE INSURANCE C	010-40272-000	VISION PREMIUMS - APRIL 2023	04/17/2023	436.56	436.56	04/20/2023
Total 10-213915 VISION PREMIUMS:					436.56	436.56	
10-213925 DENTAL PREMIUMS							
262196	AMERITAS LIFE INSURANCE C	010-40272-000	DENTAL PREMIUMS - APRIL 2023	04/17/2023	4,084.40	4,084.40	04/20/2023
Total 10-213925 DENTAL PREMIUMS:					4,084.40	4,084.40	
10-213935 METLIFE PREMIUMS							
130652	METLIFE SBC	KM05735175-0	METLIFE PREMIUMS - APRIL 2023	03/16/2023	291.13	291.13	04/06/2023
Total 10-213935 METLIFE PREMIUMS:					291.13	291.13	
10-213955 SECURIAN ACC. PREMIUMS							
130675	SECURIAN FINANCIAL GROUP I	002832L-0523	MAY 2023 PREMIUMS	04/13/2023	1,817.73	1,817.73	04/20/2023
130675	SECURIAN FINANCIAL GROUP I	76038-0423	APRIL PREMIUMS	04/01/2023	99.76	99.76	04/20/2023
Total 10-213955 SECURIAN ACC. PREMIUMS:					1,917.49	1,917.49	
10-213965 LIBERTY NATIONAL PREMIUMS							
263911	GLOBAL LIFE LIBERTY NATION	28826-0323	LIBERTY NATIONAL PREMIUMS	03/29/2023	3,569.01	3,569.01	04/06/2023
Total 10-213965 LIBERTY NATIONAL PREMIUMS:					3,569.01	3,569.01	
10-217620 MOBILE HOME TAXES-SCHOOL							
190962	SCHOOL DIST OF REEDSBURG	LOTTERYCRE	LOTTERY CREDIT	03/27/2023	11,834.42	11,834.42	04/20/2023
190962	SCHOOL DIST OF REEDSBURG	MHT#0323	MOBILE HOME TAX - MARCH				

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
			2023	04/14/2023	3,593.27	3,593.27	04/20/2023
	Total 10-217620 MOBILE HOME TAXES-SCHOOL:				15,427.69	15,427.69	
10-513500-03 ADMINISTRATOR - OPERATING							
262142	TIM BECKER	TB032923	GAS MILAGE	03/29/2023	137.55	137.55	04/06/2023
	Total 10-513500-03 ADMINISTRATOR - OPERATING:				137.55	137.55	
10-514110-03 LEGISLATIVE SUPPORT-OPERATING							
140729	NEWS PUBLISHING INC	107930	PUBLIC NOTICES	03/31/2023	691.04	691.04	04/06/2023
190936	SAUK COUNTY CLERK	SCCO041323	2023 SPRING ELECTION/ADMINISTRATION CHARGES	04/13/2023	678.73	678.73	04/20/2023
	Total 10-514110-03 LEGISLATIVE SUPPORT-OPERATING:				1,369.77	1,369.77	
10-514240-03 TRAINING							
263171	MTAW	CROSETTO03	MTAW MEMBERSHIP - CROSETTO	03/27/2023	60.00	60.00	04/06/2023
	Total 10-514240-03 TRAINING:				60.00	60.00	
10-514250-03 TECHNOLOGY							
262630	BMO HARRIS BANK CREDIT CA	5848-0323	ISSUU ONLINE PARKS PROGRAM	03/28/2023	480.00	480.00	04/28/2023
20094	CONCENTRIC INTEGRATION	0244573	2022 SUPPORT SERVICES AGREEMENT	03/20/2023	4,155.00	4,155.00	04/06/2023
20094	CONCENTRIC INTEGRATION	0245049	IT SUPPORT SERVICES	03/27/2023	3,606.74	3,606.74	04/06/2023
263900	HID GLOBAL	13402013474	5 YEAR SOFTWARE COVERAGE FINGERPRINT MACHINE - PD	03/29/2023	2,520.00	2,520.00	04/06/2023
262877	MOTOROLA SOLUTIONS INC	8230404966	COMMUNICATIONS EQUIPMENT WARRANTY - PD	03/22/2023	20,601.00	20,601.00	04/06/2023
262215	RHYME BUSINESS PRODUCTS	AR624570	PLOTTER PRINthead REPLACED, CLEANED	03/24/2023	1,073.40	1,073.40	04/06/2023
262628	RHYME BUSINESS PRODUCTS	33698251	HP DESIGNJET T 830	03/22/2023	172.00	172.00	04/06/2023
262628	RHYME BUSINESS PRODUCTS	33736901	COPIERS	03/28/2023	896.51	896.51	04/06/2023
180929	RUEKERT & MIELKE INC	145971	210-2023 GIS DATA MAINTENANCE	03/30/2023	2,274.00	2,274.00	04/06/2023
	Total 10-514250-03 TECHNOLOGY:				35,778.65	35,778.65	
10-515110-03 GENERAL MANAGEMENT - OPERATING							
262630	BMO HARRIS BANK CREDIT CA	5848-0323	ROUTER	03/28/2023	73.45	73.45	04/28/2023
262630	BMO HARRIS BANK CREDIT CA	5848-0323	VACUUM CLEANER	03/28/2023	347.22	347.22	04/28/2023
262630	BMO HARRIS BANK CREDIT CA	5848-0323	OFFICE SUPPLIES	03/28/2023	57.67	57.67	04/28/2023
262630	BMO HARRIS BANK CREDIT CA	8243-0323	RECORDS REQUEST	03/28/2023	32.00	32.00	04/28/2023
262839	JACOB CROSETTO	JC0423	MILEAGE REIMBURSEMENT TO COUNTY	04/06/2023	41.92	41.92	04/06/2023
110552	KRUEGER PRINTING INC	27540	REGULAR ENVELOPES	03/21/2023	515.03	515.03	04/06/2023
	Total 10-515110-03 GENERAL MANAGEMENT - OPERATING:				1,067.29	1,067.29	
10-515120-03 MUNICIPAL COURT - OPERATING							
262630	BMO HARRIS BANK CREDIT CA	5848-0323	COURT PIZZA HUT REBATE	03/28/2023	5.46-	5.46-	04/28/2023
	Total 10-515120-03 MUNICIPAL COURT - OPERATING:				5.46-	5.46-	
10-515200-03 ASSESSMENT OF PROPERTY							
10046	ASSOCIATED APPRAISAL INC.	167686	APRIL 2023 PROFESSIONAL SERVICES	04/01/2023	3,816.64	3,816.64	04/06/2023

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-515200-03 ASSESSMENT OF PROPERTY:					3,816.64	3,816.64	
10-515510-03 PAYROLL ACCOUNTING - OPERATING							
262630	BMO HARRIS BANK CREDIT CA	5848-0323	UATTEND	03/28/2023	105.00	105.00	04/28/2023
Total 10-515510-03 PAYROLL ACCOUNTING - OPERATING:					105.00	105.00	
10-515700-03 INDEPENDENT AUDITING							
20072	BAKER TILLY US, LLP	BT2362175	ACCOUNTING ASSISTANCE: CITY FUNDS	03/31/2023	2,442.00	2,442.00	04/06/2023
20072	BAKER TILLY US, LLP	BT2362175	PROFESSIONAL SERCICES-AUDIT: CITY FUNDS	03/31/2023	14,110.00	14,110.00	04/06/2023
Total 10-515700-03 INDEPENDENT AUDITING:					16,552.00	16,552.00	
10-515940-03 FLEX PLAN ADMINISTRATION							
50315	EMPLOYEE BENEFITS	4004174	BEST FLEX PLAN	04/15/2023	168.75	168.75	04/20/2023
Total 10-515940-03 FLEX PLAN ADMINISTRATION:					168.75	168.75	
10-517100-03 MAINT OF BUILDINGS - OPERATING							
264189	BUREAU VERITAS NATIONAL E	RI 23010329	ROUTINE INSPECTION 3/28/23 AT PD	04/10/2023	80.00	80.00	04/20/2023
261269	LENNY'S HEATING & AIR CONDI	LHAC041323	NORTH RTU, NEW BLOWER BELT AND LABOR	04/13/2023	196.00	196.00	04/20/2023
130664	MID-AMERICAN RESEARCH CH	0787426-IN	BRD SPEC DISINFECT TABS	04/04/2023	398.20	398.20	04/20/2023
180890	REEDSBURG TRUE VALUE	800027-0323	SUPPLIES	03/25/2023	643.28	643.28	04/06/2023
190957	SCHILLING PAPER COMPANY	911586-00	DISPENSER TOILET TISS VERTICAL STEEL	04/07/2023	525.00	525.00	04/20/2023
190980	SERVICE ELECTRIC	23241	CITY HALL-REPAIR TO ENTRY DOOR AUTO OPENER	04/01/2023	172.00	172.00	04/06/2023
261310	TOP TIER LLC	10744	PLUMBING LABOR	04/06/2023	125.00	125.00	04/20/2023
Total 10-517100-03 MAINT OF BUILDINGS - OPERATING:					2,139.48	2,139.48	
10-517110-03 HALL-UTILITIES							
10024	ALLIANT ENERGY/WP&L	5379440000-0	GAS-POLICE STATION	03/20/2023	829.75	829.75	04/06/2023
10024	ALLIANT ENERGY/WP&L	5586440478-0	GAS-420 PLUM STREET	03/29/2023	1,138.24	1,138.24	04/20/2023
10024	ALLIANT ENERGY/WP&L	6030200000-0	GAS-CITY HALL	03/20/2023	732.40	732.40	04/06/2023
10024	ALLIANT ENERGY/WP&L	7755430000-0	GAS-POLICE GARAGE	03/21/2023	244.65	244.65	04/06/2023
10024	ALLIANT ENERGY/WP&L	8543840000-0	GAS-131 S PARK ST	03/20/2023	1,261.78	1,261.78	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	HALL-UTILITIES	03/22/2023	4,839.45	4,839.45	04/06/2023
Total 10-517110-03 HALL-UTILITIES:					9,046.27	9,046.27	
10-521100-03 PD ADMINISTRATION - OPERATING							
261358	AXON ENTERPRISE INC	INUS146236	SPARE CARTRIDGE BATTERY PACK	03/23/2023	1,036.80	1,036.80	04/06/2023
262630	BMO HARRIS BANK CREDIT CA	3561-0323	TRAINING EXPENSES - PD	03/28/2023	360.00	360.00	04/28/2023
262630	BMO HARRIS BANK CREDIT CA	5848-0323	TRAIL CAMERA - PD	03/28/2023	389.98	389.98	04/28/2023
30172	CARQUEST OF REEDSBURG	5150-0323	PD CAR 33	03/31/2023	198.95	198.95	04/06/2023
263178	EVIDENT INC	217485B	DRUG TESTING SUPPLIES - PD	03/16/2023	186.00	186.00	04/06/2023
263529	GLOCK PROFESSIONAL INC	TRP/10018135	ARMORER'S COURSE - EBERLE - PD	03/30/2023	250.00	250.00	04/06/2023
263529	GLOCK PROFESSIONAL INC	TRP/10018135	ARMORER'S COURSE - WOLF - PD	03/30/2023	250.00	250.00	04/06/2023
264181	IMAGE S&S LLC	727	REGULAR OFFICE CLEANING AT PD	03/30/2023	1,140.00	1,140.00	04/06/2023
264128	KWIK TRIP INC	00501352-032	GAS USAGE - PD	04/02/2023	2,983.89	2,983.89	04/14/2023
130590	MADISON COLLEGE	CORP-000000	TUITION & FEES - CALI, FOESCH - PD	04/12/2023	90.00	90.00	04/20/2023
180795	REEDSBURG AREA AMBULANC	4-1-23	LEGAL BLOOD DRAWS -				

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
			MARCH 2023	04/01/2023	140.00	140.00	04/06/2023
191006	STANDARD INSURANCE CO	630950 0001-0	DIABILITY INS	03/17/2023	1,040.01	1,040.01	04/06/2023
263370	SUNSET LAW ENFORCEMENT	0008125-IN	AMMUNITION: CEN80271, CEN90225, CENF9APB	04/03/2023	4,515.20	4,515.20	04/06/2023
262159	WAUKESHA COUNTY TECHNIC	S0796539	FTO TRAINING, ANDREW MEEKER	03/28/2023	350.00	350.00	04/06/2023
263104	WHEEL CITY MOTORS INC	003113	LUBE OIL FILTER, TIRE ROTATION SQUAD# 33 - PD	04/14/2023	63.00	63.00	04/20/2023
Total 10-521100-03 PD ADMINISTRATION - OPERATING:					12,993.83	12,993.83	
10-521900-03 POLICE UNIFORM ALLOWANCE							
30190	CHECKERED FLAG LLC	20958	T-SHIRTS - LAATSCH CLOTHING ALLOWANCE -PD	03/02/2023	31.00	31.00	04/20/2023
263004	TOP PACK DEFENSE LLC	10255	WOLF LONG SLEEVE AND STRYKE PANT REPLACEMENT INITIAL ISSUE	03/25/2023	139.68	139.68	04/06/2023
263004	TOP PACK DEFENSE LLC	10275	NAME TAG. PENLAND. NEW HIRE.	03/23/2023	16.90	16.90	04/06/2023
263004	TOP PACK DEFENSE LLC	10390	NAVY PANTS, SHIRTS, BELT - EBERLE CLOTHING ALLOWANCE - PD	03/14/2023	274.34	274.34	04/20/2023
261256	WOLFY'S GUN AND SUPPLY	23-001	HOLO SUN 507 RED - FOESCH CLOTHING ALLOWANCE - PD	04/14/2023	219.00	219.00	04/20/2023
261256	WOLFY'S GUN AND SUPPLY	23-003	TRIJICON RMR - GALLAGHER CLOTHING ALLOWANCE - PD	04/14/2023	448.00	448.00	04/20/2023
261256	WOLFY'S GUN AND SUPPLY	23-004	HOLO SUN 507 - FRIE CLOTHING ALLOWANCE - PD	04/14/2023	254.00	254.00	04/20/2023
261256	WOLFY'S GUN AND SUPPLY	23-006	HOLO SUN 507 RED - KARLL CLOTHING ALLOWANCE - PD	04/14/2023	219.00	219.00	04/20/2023
261256	WOLFY'S GUN AND SUPPLY	23-009	HOLO SUN 507 GREEN - KNUTH CLOTHING ALLOWANCE - PD	04/14/2023	254.00	254.00	04/20/2023
Total 10-521900-03 POLICE UNIFORM ALLOWANCE:					1,855.92	1,855.92	
10-523100-03 FIRE ADMINISTRATION-OPERATING							
20120	BEST SERVICE	180857	CLEAN MATS & TOWELS - FIRE	03/17/2023	71.43	71.43	04/06/2023
20120	BEST SERVICE	180972	CLEAN MATS & TOWELS - FIRE	03/31/2023	71.43	71.43	04/06/2023
262630	BMO HARRIS BANK CREDIT CA	1794-0323	TRAINING EXPENSES - FIRE	03/28/2023	2,107.00	2,107.00	04/28/2023
262630	BMO HARRIS BANK CREDIT CA	1794-0323	REEDSBURGFIRE.ORG DOMAIN - FIRE	03/28/2023	199.98	199.98	04/28/2023
110551	KRUEGER OFFICE SUPPLIES	93156	BLACK & COLOR TONER CARTRIDGE, -FD	03/27/2023	427.15	427.15	04/20/2023
264128	KWIK TRIP INC	00501352-032	GAS USAGE - FIRE	04/02/2023	376.42	376.42	04/14/2023
180890	REEDSBURG TRUE VALUE	800195-0325	FIRE DEPARTMENT	03/25/2023	51.33	51.33	04/06/2023
263776	STEVEN DEMPSEY	SD-0423	HOTSPOT CHARGE TO RUN IPAD FOR INSPECTIONS ON PERSONAL PHONE - FIRE	04/01/2023	20.00	20.00	04/06/2023
Total 10-523100-03 FIRE ADMINISTRATION-OPERATING:					3,324.74	3,324.74	
10-523200-03 PUBLIC FIRE PROTECTION							
180906	REEDSBURG UTILITY	000468929-03	PUBLIC FIRE PROTECTION	03/22/2023	27,119.17	27,119.17	04/06/2023
Total 10-523200-03 PUBLIC FIRE PROTECTION:					27,119.17	27,119.17	
10-524100-03 BUILDING INSPECTION-OPERATING							
262630	BMO HARRIS BANK CREDIT CA	8268-0323	DSPS RENEWAL FEE	03/28/2023	40.00	40.00	04/28/2023
261657	JAMES O. SANDBERG SR	JS032723	INSPECTION PROTHERO RD - 3/27/23	03/27/2023	35.00	35.00	04/06/2023
261657	JAMES O. SANDBERG SR	JS032823	INSPECTIONS K ST 3/28/23	03/28/2023	140.00	140.00	04/06/2023
110551	KRUEGER OFFICE SUPPLIES	93150	PERMIT SELF INKING STAMP - BUILDING INSPECTOR	03/24/2023	32.90	32.90	04/06/2023
264128	KWIK TRIP INC	00501352-032	GAS USAGE - BUILDING INSPECTOR	04/02/2023	50.61	50.61	04/14/2023

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Total 10-524100-03 BUILDING INSPECTION-OPERATING:					298.51	298.51	
10-525100-03 EMERGENCY GOVERNMENT							
180905	REEDSBURG UTILITY	RUC 0323	EMERGENCY GOVERNMENT	03/22/2023	79.68	79.68	04/06/2023
Total 10-525100-03 EMERGENCY GOVERNMENT:					79.68	79.68	
10-525600-03 COMMUNICATIONS - OPERATING							
263787	AT&T MOBILITY	287304672169	CELLPHONES - PD	03/23/2023	796.42	796.42	04/20/2023
261781	BILLER PRESS AND MFG INC	BP-8750	3000 YELLOW PARKING TICKET ENVELOPES-PD	04/05/2023	507.57	507.57	04/20/2023
262630	BMO HARRIS BANK CREDIT CA	3561-0323	DESIGN PROGRAM ANNUAL FEE - PD	03/28/2023	119.99	119.99	04/28/2023
262630	BMO HARRIS BANK CREDIT CA	3561-0323	BLS CARD - PD	03/28/2023	24.00	24.00	04/28/2023
262630	BMO HARRIS BANK CREDIT CA	5848-0323	OFFICE SUPPLIES - PD	03/28/2023	187.24	187.24	04/28/2023
264184	DANIELLE MILLER	2200788	WIPSCOM 2023 REGISTRATION FOR RICHARDSON - PD	04/05/2023	500.00	500.00	04/20/2023
262164	LANGUAGE LINE SERVICE	10972047	OVER THE PHONE INTERPRETATION-PD	03/31/2023	75.57	75.57	04/20/2023
160760	PITNEY BOWES GLOBAL FINAN	3317260532	POSTAGE MACHINE - PD	03/26/2023	142.53	142.53	04/06/2023
263790	VIRTUAL ACADEMY	VA10069	VIRTUAL ACADEMY TRAINING - COMMS TRAINING - PD	04/13/2023	270.00	270.00	04/20/2023
Total 10-525600-03 COMMUNICATIONS - OPERATING:					2,623.32	2,623.32	
10-541100-03 FLEET, SHED, & MACH - OPS							
10011	AIRGAS	995713330	CYL OXYGEN -SHOP	03/31/2023	36.39	36.39	04/20/2023
10024	ALLIANT ENERGY/WP&L	7380027668-0	GAS-CITY SHOP	03/20/2023	2,267.92	2,267.92	04/06/2023
10045	ARING EQUIPMENT CO INC	298906	ALTERNATORS - SHOP- *CREDIT*	01/06/2023	241.80-	241.80-	04/20/2023
10045	ARING EQUIPMENT CO INC	D26780	GRADER-SHOP	04/12/2023	6,528.35	6,528.35	04/20/2023
263735	ASAP REPAIR AND RECOVERY	11243	TOW: CITY SHOP TO DEBAUCHE INTERNATIONAL IN LACROSSE.	03/29/2023	1,155.00	1,155.00	04/06/2023
20066	BADGER WELDING SUPPLIES	3762284	125 OXYGEN, ACETYLENE-SHOP	03/31/2023	12.40	12.40	04/20/2023
30172	CARQUEST OF REEDSBURG	1600-0323	PARTS & SUPPLIES	03/31/2023	1,149.81	1,149.81	04/20/2023
262278	CINTAS CORP	4150299832	MAT CLEANING/ CLOTHES CLEANING-SHOP	03/23/2023	129.11	129.11	04/06/2023
262278	CINTAS CORP	4150981804	EMPLOYEES CLOTHES CLEANED - SHOP	03/30/2023	129.11	129.11	04/06/2023
262278	CINTAS CORP	4151698471	CLOTHES CLEANED-SHOP	04/06/2023	129.11	129.11	04/20/2023
262278	CINTAS CORP	4152381543	SHOP CLOTHES CLEANED	04/13/2023	129.11	129.11	04/20/2023
263901	DEBAUCHE TRUCK & DIESEL I	01W8350	PARTS-SHOP	03/22/2023	3,634.87	3,634.87	04/06/2023
60270	FASTENAL COMPANY	WIBAR239415	PARTS-SHOP	03/15/2023	47.72	47.72	04/06/2023
80458	HARTJE LUMBER INC	MN364501	TRT00260-SHOP	03/31/2023	19.80	19.80	04/06/2023
262598	HENKE SIGNS	383	Pub Works, Park & Rec, Building Inspector car decals	03/29/2023	2,103.66	2,103.66	04/06/2023
264128	KWIK TRIP INC	00501352-032	GAS USAGE - PUBLIC WORKS	04/02/2023	2,453.36	2,453.36	04/14/2023
120400	LA FARGE TRUCK CENTER	03P9575	BUSHINGS - SHOP	04/17/2023	100.00	100.00	04/20/2023
261667	LAKES GAS CO.	1915898	CYL-FULL, TRUCK CHARGE	03/23/2023	37.25	37.25	04/06/2023
262949	LAWSON PRODUCTS	9310439101	HEX CAP SCREW - SHOP	03/16/2023	40.06	40.06	04/06/2023
262949	LAWSON PRODUCTS	9310515394	NUTS, WASHERS, FUSES - SHOP	04/12/2023	435.52	435.52	04/20/2023
263489	MACQUEEN EQUIPMENT	P28829	SB SEG, 21W FREIGHT-SHOP	04/10/2023	763.91	763.91	04/20/2023
130655	MEYER OIL COMPANY	108245A	LP CYLINDER FILL - SHOP 3/1 3/7	03/28/2023	48.00	48.00	04/06/2023
130655	MEYER OIL COMPANY	108723A	LP CYLINDER FILL - SHOP	03/20/2023	24.00	24.00	04/06/2023
130655	MEYER OIL COMPANY	108761A	LP CYLINDER FILL - SHOP	03/27/2023	24.00	24.00	04/06/2023
130655	MEYER OIL COMPANY	108903A	LP CYLINDER FILL - SHOP	04/06/2023	18.00	18.00	04/20/2023
130655	MEYER OIL COMPANY	108904A	2.5/1 HARTLAND ATF D/M - SHOP	04/06/2023	44.38	44.38	04/20/2023
130655	MEYER OIL COMPANY	702677	DIESEL, GAS	03/28/2023	1,530.51	1,530.51	04/06/2023

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263372	O'REILLY AUTO PARTS	2341-181052	AIR FILTER & OIL FILTER	03/23/2023	63.49	63.49	04/06/2023
262177	POWER BUROW PRODUCTS	12054	PARTS, LABOR	03/15/2023	423.09	423.09	04/06/2023
180890	REEDSBURG TRUE VALUE	800027-0323	SUPPLIES	03/25/2023	366.41	366.41	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	GARAGE	03/22/2023	1,697.15	1,697.15	04/06/2023
190980	SERVICE ELECTRIC	23213	INSTALLING CIRCUIT FOR CORD REEL & WELDER RECEPTABLE, PARTS VALVE, BUSHINGS - SHOP	03/21/2023	2,408.00	2,408.00	04/06/2023
262528	SKINNER SHOP	CI000751	VALVE, BUSHINGS - SHOP	03/28/2023	34.82	34.82	04/06/2023
262528	SKINNER SHOP	WI00145	DUMP TRUCK PARTS	04/12/2023	2,741.34	2,741.34	04/20/2023
262898	ST. JOSEPH EQUIPMENT INC	P70583	FILTERS	03/22/2023	157.87	157.87	04/06/2023
262898	ST. JOSEPH EQUIPMENT INC	P70634	LATCH-DOOR	03/24/2023	68.75	68.75	04/06/2023
231160	WISCONSIN METAL SALES INC	451661	HOT ROLLED - SHOP	03/23/2023	22.00	22.00	04/06/2023
Total 10-541100-03 FLEET, SHED, & MACH - OPS:					30,732.47	30,732.47	
10-542100-03 ENGINEERING-STREETS-OPERATING							
262630	BMO HARRIS BANK CREDIT CA	8250-0323	ICLOUD STORAGE	03/28/2023	.99	.99	04/28/2023
Total 10-542100-03 ENGINEERING-STREETS-OPERATING:					.99	.99	
10-543100-03 STS/TRFC/TREE/BRUSH/SW - OPS							
262962	BLACKSTONE TECHNOLOGIES	232089	HIGH PERFORMANCE PATCH MIX	03/23/2023	1,920.00	1,920.00	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	TRAFFIC CONTROL	03/22/2023	240.17	240.17	04/06/2023
201025	TAPCO	I750020	GALVENIZED STEEL, ZINC, WASHERS, BOLTS - SHOP	03/29/2023	10,960.92	10,960.92	04/06/2023
Total 10-543100-03 STS/TRFC/TREE/BRUSH/SW - OPS:					13,121.09	13,121.09	
10-543500-03 SNOW & ICE CONTROL - OPERATING							
190938	SAUK COUNTY HIGHWAY DEPT	5784	ROAD SALT	04/10/2023	85,740.26	85,740.26	04/20/2023
Total 10-543500-03 SNOW & ICE CONTROL - OPERATING:					85,740.26	85,740.26	
10-544200-03 STREET LIGHTING							
180905	REEDSBURG UTILITY	RUC 0323	STREET LIGHTS	03/22/2023	13,904.90	13,904.90	04/06/2023
Total 10-544200-03 STREET LIGHTING:					13,904.90	13,904.90	
10-545200-03 PARKING LOTS							
180905	REEDSBURG UTILITY	RUC 0323	PARKING LOTS	03/22/2023	153.08	153.08	04/06/2023
Total 10-545200-03 PARKING LOTS:					153.08	153.08	
10-552300-03 SWIMMING POOL - OPERATING							
10024	ALLIANT ENERGY/WP&L	261374000-03	GAS- POOL	03/20/2023	60.49	60.49	04/06/2023
263611	DIGITALBAY LLC	10618	SPLASH PAD & PARK CAMERA PROJECT 50% DOWN	04/09/2023	3,536.00	3,536.00	04/20/2023
80480	HOLIDAY WHOLESALE INC	1361351	PAPER TOWELS, TP - POOL	03/22/2023	324.49	324.49	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	POOL	03/22/2023	187.40	187.40	04/06/2023
263005	SAUK COUNTY HEALTH DEPAR	04122023	REEDSBURG MUNICIPAL OUTDOOR COMBINATION POOL RENEWAL APPLICATION	04/12/2023	255.00	255.00	04/20/2023
263005	SAUK COUNTY HEALTH DEPAR	138 HSAT-7Q	REEDSBURG MUNICIPAL OUTDOOR WADE POOL RENEWAL APPLICATION	04/12/2023	255.00	255.00	04/20/2023
Total 10-552300-03 SWIMMING POOL - OPERATING:					4,618.38	4,618.38	
10-552500-03 OTHER SUMMER REC - OPERATING							
20060	BADGER SPORTING GOODS	AAL004727-AL	BASE,BASE,MISC MERCHANDISE-REC	03/28/2023	690.00	690.00	04/06/2023

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262630	BMO HARRIS BANK CREDIT CA	2833-0323	PICKLEBALLS - PARKS	03/28/2023	89.66	89.66	04/28/2023
30248	COMPUTER CONNECTIONS OF	193388	6FT 3.5MM EXTENSION CABLE	03/29/2023	7.99	7.99	04/06/2023
264186	KAREN LIECHTY	KL041323	REIMBURSEMENT FOR PICKLEBALL HANDLE GRIP FOR YOUTH CLASS	04/13/2023	47.43	47.43	04/20/2023
264187	KIT TAYLOR	KT041323	PURCHASE OF USED PICKLEBALL PADDLES	04/13/2023	34.00	34.00	04/20/2023
180890	REEDSBURG TRUE VALUE	800027-0323	SUPPLIES	03/25/2023	7.96	7.96	04/06/2023
Total 10-552500-03 OTHER SUMMER REC - OPERATING:					877.04	877.04	
10-553400-03 CELEBRATIONS & ENTERTAINMENT							
10025	AMERICAN LEGION POST 350	ALP040223	1400 8X12 CONCORD-SPEARHEAD US FLAGS	04/02/2023	1,750.00	1,750.00	04/20/2023
120593	LIBERTY FLAG & SPECIALTY C	2172	USA FLAG-HEADER & GROMMETS 6' X 10'	03/29/2023	437.85	437.85	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	CELEBRATIONS/ENTERTAINMENT	03/22/2023	28.90	28.90	04/06/2023
Total 10-553400-03 CELEBRATIONS & ENTERTAINMENT:					2,216.75	2,216.75	
10-554100-03 PARKS - OPERATING							
30172	CARQUEST OF REEDSBURG	1600-0323	PARTS & SUPPLIES	03/31/2023	26.75	26.75	04/20/2023
30190	CHECKERED FLAG LLC	20993	OLIVE/KHAKI HATS W LOGO - PARKS	03/14/2023	197.00	197.00	04/06/2023
30190	CHECKERED FLAG LLC	21031	SAFETY GREEN SHIRTS - PARKS	03/27/2023	266.30	266.30	04/06/2023
263200	DVORAK LANDSCAPE SUPPLY	1-700251-01	TURFACE MVP 50#BAG, TURFACE PRO LEAGUE ELITE RED	04/17/2023	3,786.60	3,786.60	04/20/2023
80480	HOLIDAY WHOLESALE INC	1361351	PAPER TOWELS, TP - PARKS	03/22/2023	648.98	648.98	04/06/2023
261593	I-D SIGNS LLC	603306	32X3 NEW SIGNS AND REPAIRS - PARKS	03/24/2023	130.00	130.00	04/20/2023
60300	JOHN DEER FINANCIAL	75331-82742-0	FERTILIZER, CHAIN SAW, SUPPLIES	04/14/2023	4,043.09	4,043.09	04/20/2023
110554	KOENECKE FORD-MERCURY I	55740	LUBE, OIL & FILTER, CHECK FLUIDS & TIRE PRESSURE- PARKS	03/23/2023	59.84	59.84	04/06/2023
264128	KWIK TRIP INC	00501352-032	GAS USAGE - PARKS	04/02/2023	430.99	430.99	04/14/2023
120593	LIBERTY FLAG & SPECIALTY C	2173	4X6 & 5X8 FLAGS - PARKS	03/29/2023	263.80	263.80	04/20/2023
264036	MATT'S DRAIN CLEANING + LLC	827	URINAL & CLOSET REPAIR KITS - PARKS	03/18/2023	622.50	622.50	04/06/2023
130643	MCFARLANE MFG CO INC	IV84564	AGPARTS COUNTER - PARKS	03/22/2023	231.24	231.24	04/06/2023
261190	RAY ZOBEL & SONS INC	55230	1 YD RECYCLED BLACKTOP-AMBULANCE GARAGE, 3 YDS AG LIME-BALLFIELD	04/04/2023	94.05	94.05	04/20/2023
180890	REEDSBURG TRUE VALUE	800027-0323	SUPPLIES	03/25/2023	342.98	342.98	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	PARKS	03/22/2023	1,475.69	1,475.69	04/06/2023
262777	TODD RICHARD PEPER	TP040523	SAFETY GLASSES	04/05/2023	250.00	250.00	04/06/2023
Total 10-554100-03 PARKS - OPERATING:					12,869.81	12,869.81	
10-554500-03 REEDS AREA COMM ARENA (RACA)							
10024	ALLIANT ENERGY/WP&L	6077650000-0	GAS-RACA	04/03/2023	1,691.33	1,691.33	04/20/2023
80480	HOLIDAY WHOLESALE INC	1361351	PAPER TOWELS, TP, DISPENSERS - RACA	03/22/2023	324.48	324.48	04/06/2023
264036	MATT'S DRAIN CLEANING + LLC	839	FAUCET STOP	03/29/2023	130.00	130.00	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	RACA	03/22/2023	3,937.13	3,937.13	04/06/2023
Total 10-554500-03 REEDS AREA COMM ARENA (RACA):					6,082.94	6,082.94	
10-561100-03 TREE PLANTING							
262290	TIMBERLINE CONSTRUCTION L	331541	STUMP GRINDING	03/01/2023	1,606.00	1,606.00	04/06/2023
262290	TIMBERLINE CONSTRUCTION L	331542	STUMP GRINDING, CLEAN UP AND DISPOSE OF STUMPS	03/20/2023	6,143.50	6,143.50	04/06/2023
262290	TIMBERLINE CONSTRUCTION L	331546	STUMP GRINDING, CLEANUP				

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262290	TIMBERLINE CONSTRUCTION L	627352	AND DISPOSE STUMP GRINDING, CLEAN UP AND DISPOSAL AT VARIOUS LOCATIONS	03/27/2023 04/10/2023	5,024.50 2,472.25	5,024.50 2,472.25	04/06/2023 04/20/2023
262290	TIMBERLINE CONSTRUCTION L	627353	STUMP REMOVAL NISHAN PARK & WEBB PARK	04/14/2023	984.00	984.00	04/20/2023
Total 10-561100-03 TREE PLANTING:					16,230.25	16,230.25	
10-563300-03 LONG RANGE PLANNING-OPERATING							
262630	BMO HARRIS BANK CREDIT CA	8268-0323	TRAINING	03/28/2023	15.00	15.00	04/28/2023
Total 10-563300-03 LONG RANGE PLANNING-OPERATING:					15.00	15.00	
10-564400-03 INDUSTRIAL DEVELOPMENT							
180905	REEDSBURG UTILITY	RUC 0323	INDUSTRIAL DEVELOPMENT	03/22/2023	12.52	12.52	04/06/2023
221070	VIERBICHER ASSOCIATES INC	220053-00014	RIDC- 2022 GENERAL	04/12/2023	630.00	630.00	04/20/2023
221070	VIERBICHER ASSOCIATES INC	230025-00003	RIDC- 2023 GENERAL	04/12/2023	4,481.00	4,481.00	04/20/2023
Total 10-564400-03 INDUSTRIAL DEVELOPMENT:					5,123.52	5,123.52	
10-564900-03 COMMUNITY DEVELOPMENT AUTHORIT							
10024	ALLIANT ENERGY/WP&L	8914855426-0	GAS - 525 LAUREL ST	03/20/2023	16.01	16.01	04/06/2023
263591	DAVID DALE WESTEDT	DW-040123	INCUBATOR MONTHLY PAYMENT HEADSTONES & BLOOMS APRIL 2023	04/01/2023	250.00	250.00	04/06/2023
264108	GREEN VALLEY WELLNESS LL	GVW-040123	BEAUTY & JOY APRIL 2023 MONTHLY INCUBATOR PAYMENT	04/01/2023	550.00	550.00	04/06/2023
263944	LORRAINES HOLDINGS	HF-04012023	HOMETOWN FASHIONS APRIL 2023 INCUBATOR PAYMENT	04/01/2023	1,000.00	1,000.00	04/06/2023
263944	LORRAINES HOLDINGS	LH-0423	FLOWERBUDS FLORAL APRIL 2023 INCUBATOR PAYMENT	04/01/2023	500.00	500.00	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	CDA	03/22/2023	15.02	15.02	04/06/2023
264091	SCHULTE PROPERTIES LLC	SP-0423	INCUBATOR MONTHLY PAYMENT APRIL 2023 - THREE MOUNTAIN GAMES	04/01/2023	600.00	600.00	04/06/2023
264018	VV PROPERTIES LIMITED PART	VVPLP-040123	INCUBATOR MONTHLY PAYMENT APRIL PETERSON & CO YOGA STUDIO	04/01/2023	850.00	850.00	04/06/2023
Total 10-564900-03 COMMUNITY DEVELOPMENT AUTHORIT:					3,781.03	3,781.03	
10-594000-03 MISCELLANEOUS EXPENSES							
180906	REEDSBURG UTILITY	FOREMOST04	FOREMOST BILL PAID CITY BY ACH VS RUC ELECTRIC	04/17/2023	46,004.38	46,004.38	04/20/2023
Total 10-594000-03 MISCELLANEOUS EXPENSES:					46,004.38	46,004.38	
11-517110-03 300 VINE ST. UTILITIES							
10024	ALLIANT ENERGY/WP&L	4175177410-0	GAS-VINE ST	03/20/2023	781.08	781.08	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	TIF 6 HARDWARE STORE	03/22/2023	839.34	839.34	04/06/2023
Total 11-517110-03 300 VINE ST. UTILITIES:					1,620.42	1,620.42	
15-515121-03 STATE FEES - COURT							
231139	STATE OF WISCONSIN	56-15663-0323	COURT FEES MARCH 2023	03/31/2023	7,141.37	7,141.37	04/06/2023
Total 15-515121-03 STATE FEES - COURT:					7,141.37	7,141.37	
15-515122-03 COUNTY FEES - COURT							
190940	SAUK COUNTY TREASURER	CTFEES-0323	COURT FEES MARCH 2023	03/31/2023	2,381.31	2,381.31	04/06/2023

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 15-515122-03 COUNTY FEES - COURT:					2,381.31	2,381.31	
15-515123-03 RESTITUTION FEES - COURT							
261319	GOLDEN BUFFET	NSF033123	IOWC CK#1058 06/10/2008	03/31/2023	46.00	46.00	04/06/2023
264182	JAZMINE R ORDONEZ	RESTITUTION	RESTITUTION-BRYAN BOWMAN	03/31/2023	319.17	319.17	04/06/2023
263378	JEWELS ON MAIN LLC	RESTITUTION	RESTITUTION-NIKKI CARPENTER	03/31/2023	100.00	100.00	04/06/2023
263810	KAYLA M VALDEZ	RESTITUTION	RESTITUTION KAYLA M VALDEZ	03/31/2023	61.45	61.45	04/06/2023
261547	KWIK TRIP	RESTITUTION	RETAIL THEFT 7/20/2020	03/31/2023	5.49	5.49	04/06/2023
261815	PAWN AMERICA - MADISON	RESTITUTION	RESTITUTION, CARPENTER, NIKKI	03/31/2023	408.05	408.05	04/06/2023
180890	REEDSBURG TRUE VALUE	NSF033123	RESTITUTION- WILLIAMS, JASMINE E	03/31/2023	69.03	69.03	04/06/2023
180890	REEDSBURG TRUE VALUE	RESTITUTION	RESTITUTION- KRETSCHMER, KOLTOBN/ FLOYD, RANDALL S	03/31/2023	412.45	412.45	04/06/2023
180890	REEDSBURG TRUE VALUE	RESTITUTION	9P800RFPHH RETAIL THEFT 9/28/2022	03/31/2023	192.99	192.99	04/06/2023
263318	VIKING LIQUOR	NSF032323	IOWC CK#1042 6/4/2008	03/31/2023	72.61	72.61	04/06/2023
221076	VIKING VILLAGE	NSF033123	N1007897 LANGER, CODY M, IOWC#1040 6/4/2008	03/31/2023	53.63	53.63	04/06/2023
221076	VIKING VILLAGE	NSG03312023	NSF-CODY LANGER	03/31/2023	44.84	44.84	04/06/2023
221076	VIKING VILLAGE	RESTITUTION	RESTITUTION	03/31/2023	20.93	20.93	04/06/2023
221076	VIKING VILLAGE	RESTITUTION	RESTITUTION- SUMMERS, DELILAH\ SCHROEDER, SHANE	03/31/2023	151.73	151.73	04/06/2023
Total 15-515123-03 RESTITUTION FEES - COURT:					1,958.37	1,958.37	
15-515125-03 TOWN OF LAVALLE FEES - COURT							
201100	TOWNSHIP OF LAVALLE	CTFEES-0323	COURT FEES MARCH 2023	03/31/2023	465.81	465.81	04/06/2023
Total 15-515125-03 TOWN OF LAVALLE FEES - COURT:					465.81	465.81	
15-515126-03 TEEN COURT EXPENSES							
263149	PIZZA RANCH #6925	4759645	PIZZA FOR TEEN COURT	04/10/2023	53.77	53.77	04/20/2023
221075	VIKING VILLAGE INC	152300-0323	COOKIES-TEEN COURT	03/31/2023	8.98	8.98	04/20/2023
Total 15-515126-03 TEEN COURT EXPENSES:					62.75	62.75	
20-511000-03 LABORATORY							
262630	BMO HARRIS BANK CREDIT CA	5848-0323	WADERS	03/28/2023	52.99	52.99	04/28/2023
30160	CT LABORATORIES	176503	SLUDGE - WWTP	03/20/2023	643.00	643.00	04/06/2023
262117	ENVIRONMENTAL RESOURCE	033280	WWTP-TESTING	03/13/2023	563.36	563.36	04/06/2023
80435	HACH COMPANY	13520522	TNT, TOTAL PHOSPHORUS 50 TESTS-WWTP	03/30/2023	2,268.04	2,268.04	04/20/2023
140718	NCL OF WISCONSIN INC	485798	CHEMICALS - WWTP	04/12/2023	481.79	481.79	04/20/2023
261946	TOTAL WATER OF BARABOO LL	0356287	DEMINEALIZED WATER - WWTP	03/29/2023	430.30	430.30	04/20/2023
263310	UPS	0000524F8912	UPS SHIPPING -WWTP	03/25/2023	307.75	307.75	04/20/2023
263310	UPS	0000524F8919	SHIPPING LABS - WWTP	04/15/2023	24.62	24.62	04/20/2023
221074	VIKING EXPRESS MART	61053-0323	EXP CHARGE-WWTP	03/31/2023	7.47	7.47	04/20/2023
Total 20-511000-03 LABORATORY:					4,779.32	4,779.32	
20-512000-03 OUTSIDE TESTING							
30160	CT LABORATORIES	176422	WWTP- SUB MERCURY	03/24/2023	440.00	440.00	04/06/2023
262010	ENVIRONMENTAL CONSULTING	5758	ACUTE AND CHRONIC WET TESTING	03/22/2023	1,800.00	1,800.00	04/06/2023
Total 20-512000-03 OUTSIDE TESTING:					2,240.00	2,240.00	

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
20-521000-03 GEN TREATMENT/SOLIDS - OPS							
40269	DELUXE DISTRIBUTORS	5591	2 CASES GLOVES - WWTP	03/27/2023	927.59	927.59	04/06/2023
262066	GRAINGER	9642003108	WWTP-FLUOR BALLAST, ELEC, PROGRAMMED,54 W	03/16/2023	81.63	81.63	04/06/2023
263489	MACQUEEN EQUIPMENT	P28410	IMPELLER, IMPELLER BUSHING, SHAFT PROTECTOR, BOLTS - WWTP	03/21/2023	2,518.56	2,518.56	04/06/2023
261364	MULCAHY/SHAW WATER INC	324950	ACTICLEAN GEL CASE	03/16/2023	448.60	448.60	04/06/2023
261526	PLANT & FLANGED EQUIPMEN	0083821-IN	PLUNGER W O-RINGS - WWTP	04/17/2023	315.85	315.85	04/20/2023
10020	SJE	CD99475527	LABOR, MILEAGE FOR SERVICE - WWTP	03/27/2023	664.38	664.38	04/06/2023
261466	SLAMA'S LAWN & SPORT	292781	OIL FILTER, 10W30 TURF-GARD QUART - WWTP	03/27/2023	26.92	26.92	04/20/2023
Total 20-521000-03 GEN TREATMENT/SOLIDS - OPS:					4,983.53	4,983.53	
20-522000-03 LIME							
150255	OMNI MATERIALS INC	352614	50/50 FINES - WWTP	03/05/2023	4,160.22	4,160.22	04/06/2023
150255	OMNI MATERIALS INC	352717	50/50 FINES - WWTP	03/19/2023	4,168.38	4,168.38	04/20/2023
Total 20-522000-03 LIME:					8,328.60	8,328.60	
20-525000-03 CONTRACT HAULING							
262362	SLAMA FARMS LLC	10207	YEAR RENTAL OF JD8422 TRACTOR SERIAL#0658 FOR WWTP	03/28/2023	20,000.00	20,000.00	04/06/2023
Total 20-525000-03 CONTRACT HAULING:					20,000.00	20,000.00	
20-526000-03 UTILITIES - BIO-SOLIDS							
10024	ALLIANT ENERGY/WP&L	6808940000-0	GAS-WWTP	03/20/2023	742.08	742.08	04/06/2023
180905	REEDSBURG UTILITY	000616113-032	UTILITIES - TREATMENT PLANT	03/31/2023	6,205.38	6,205.38	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	UTILITIES-TREATMENT PLANT #70	03/22/2023	3,453.28	3,453.28	04/06/2023
Total 20-526000-03 UTILITIES - BIO-SOLIDS:					10,400.74	10,400.74	
20-527100-03 NEW WWTP PROJECT							
201064	TOWN & COUNTRY	25083	WWTF RURAL DEVELOPMENT APPLICATION	03/23/2023	1,833.00	1,833.00	04/20/2023
201064	TOWN & COUNTRY	25084	FORCE MAIN DESIGN - CONTRACT B	03/23/2023	10,250.00	10,250.00	04/20/2023
201064	TOWN & COUNTRY	25092	WWTP FINAL DESIGN	03/23/2023	230,500.00	230,500.00	04/20/2023
Total 20-527100-03 NEW WWTP PROJECT:					242,583.00	242,583.00	
20-531000-03 COLLECTION SYSTEM							
40276	DIGGERS HOTLINE INC	230 3 99501	DIGGERS - MARCH 2023	03/31/2023	234.82	234.82	04/06/2023
262066	GRAINGER	9656456234	GARAGE HEATER-WWTP	03/29/2023	130.92	130.92	04/20/2023
180890	REEDSBURG TRUE VALUE	800027-0323	SUPPLIES	03/25/2023	157.54	157.54	04/06/2023
Total 20-531000-03 COLLECTION SYSTEM:					523.28	523.28	
20-533000-03 UTILITIES - COLLECTION SYSTEM							
10024	ALLIANT ENERGY/WP&L	5239740000-0	ALLIANT ENERGY-WEBB LIFT STATION	03/20/2023	53.92	53.92	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	UTILITIES-LIFT STATION	03/22/2023	867.45	867.45	04/06/2023
Total 20-533000-03 UTILITIES - COLLECTION SYSTEM:					921.37	921.37	
20-541300-03 TRANSPORTATION EXPENSE							
30172	CARQUEST OF REEDSBURG	1600-0323	PARTS & SUPPLIES	03/31/2023	264.99	264.99	04/20/2023
264128	KWIK TRIP INC	00501352-032	WWTP	04/02/2023	332.14	332.14	04/14/2023

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 20-541300-03 TRANSPORTATION EXPENSE:					597.13	597.13	
20-543000-03 BILLING/COLLECTIONS							
180906	REEDSBURG UTILITY	2649	JOINT ALLOCATION SEWER & STORM 1ST QTR 2022 BILLED 2023	04/17/2023	39,088.18	39,088.18	04/20/2023
Total 20-543000-03 BILLING/COLLECTIONS:					39,088.18	39,088.18	
20-548000-03 INDEPENDENT AUDITING							
20072	BAKER TILLY US, LLP	BT2362175	ACCOUNTING ASSISTANCE: SEWER UTILITY	03/31/2023	1,440.00	1,440.00	04/06/2023
20072	BAKER TILLY US, LLP	BT2362175	PROFESSIONAL SERVICES - AUDITING: SEWER UTILITY	03/31/2023	2,850.00	2,850.00	04/06/2023
Total 20-548000-03 INDEPENDENT AUDITING:					4,290.00	4,290.00	
20-551000-03 BLDGS/GROUNDS MAINTENANCE							
262278	CINTAS CORP	5150279357	OFFICE SUPPLIES-WWTP	03/20/2023	171.17	171.17	04/06/2023
262278	CINTAS CORP	5153649657	OFFICE SUPPLIES- WWTP	04/12/2023	62.92	62.92	04/20/2023
110551	KRUEGER OFFICE SUPPLIES	93190	LAMINDATED LAELING TAPE	03/31/2023	16.76	16.76	04/06/2023
191030	SUPERIOR CHEMICAL CORP	360033	AERO KNOCK OUT- WWTP	04/05/2023	331.39	331.39	04/20/2023
Total 20-551000-03 BLDGS/GROUNDS MAINTENANCE:					582.24	582.24	
20-562000-03 UTILITIES - BLDGS/GROUNDS MAIN							
10024	ALLIANT ENERGY/WP&L	7723830000-0	GAS-WWTP	03/20/2023	1,256.56	1,256.56	04/06/2023
180905	REEDSBURG UTILITY	000616113-032	UTILITIES - TREATMENT PLANT	03/31/2023	4,136.92	4,136.92	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	UTILITIES - TREATMENT PLANT	03/22/2023	1,992.60	1,992.60	04/06/2023
Total 20-562000-03 UTILITIES - BLDGS/GROUNDS MAIN:					7,386.08	7,386.08	
20-593200-04 REPLACEMENT FUND EXP (INT)							
262257	CENTRISYS CORPORATION	PSI-30684	CENTRIFUGE REPAIR	03/21/2023	28,750.00	28,750.00	04/06/2023
263489	MACQUEEN EQUIPMENT	P28518	WATER TANK FOR VAC TRUCK - SHOP	03/24/2023	7,078.34	7,078.34	04/06/2023
263437	SABEL MECHANICAL LLC	230152	OVERHEAD CRANE REPLACEMENT, REMOVAL OF OLD UNIT & SUPPLY&INSTALLTION OF NEW UNIT	03/28/2023	12,417.00	12,417.00	04/20/2023
Total 20-593200-04 REPLACEMENT FUND EXP (INT):					48,245.34	48,245.34	
21-435580 GARBAGE/RECYCLING REVENUE							
264188	KEVIN THAO	KT030723	REFUND GARBAGE STICKERS AT 1034 4TH ST	03/07/2023	100.00	100.00	04/20/2023
264183	PAUL METZ	PM040523	REFUND FOR TRASH PICK UP STICKER #9612/TREADMILL- NOT USED	04/05/2023	40.00	40.00	04/06/2023
Total 21-435580 GARBAGE/RECYCLING REVENUE:					140.00	140.00	
21-546100-03 CONTRACT SERVICES							
160650	PETERSON SANITATION INC	59072-0423-CI	CONTRACT SERVICES	04/03/2023	33,745.60	33,745.60	04/20/2023
Total 21-546100-03 CONTRACT SERVICES:					33,745.60	33,745.60	
21-546300-03 OPERATING EXPENSES							
160650	PETERSON SANITATION INC	59072-0423-CI	HALL-UTILITIES	04/03/2023	192.00	192.00	04/20/2023
160650	PETERSON SANITATION INC	59072-0423-CI	GARBAGE & REFUSE	04/03/2023	192.00	192.00	04/20/2023

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160650	PETERSON SANITATION INC	59072-0423-CI	SHOP	04/03/2023	88.00	88.00	04/20/2023
160650	PETERSON SANITATION INC	59072-0423-CI	RACA	04/03/2023	104.00	104.00	04/20/2023
160650	PETERSON SANITATION INC	59072-0423-CI	PARKS	04/03/2023	112.00	112.00	04/20/2023
160650	PETERSON SANITATION INC	59072-0423-CI	GARBAGE SERVICE	04/03/2023	111.02	111.02	04/20/2023
160650	PETERSON SANITATION INC	59072-0423-CI	RECYCLE TONAGE	04/03/2023	2,806.20	2,806.20	04/20/2023
263931	STERICYCLE INC	8003582468	SHREDDING - CITY HALL	03/25/2023	158.02	158.02	04/06/2023
263931	STERICYCLE INC	8003582586	SHREDDING - PD	03/25/2023	105.65	105.65	04/06/2023
Total 21-546300-03 OPERATING EXPENSES:					3,868.89	3,868.89	
21-547100-03 GARBAGE & REFUSE (STICKERS)							
160650	PETERSON SANITATION INC	59072-0423-CI	GARBAGE & REFUSE - STICKERS	04/03/2023	1,010.00	1,010.00	04/20/2023
Total 21-547100-03 GARBAGE & REFUSE (STICKERS):					1,010.00	1,010.00	
23-513600-03 BILLING							
180906	REEDSBURG UTILITY	2649	JOINT ALLOCATION SEWER & STORM WATER 1ST QTR 2022	04/17/2023	5,546.24	5,546.24	04/20/2023
Total 23-513600-03 BILLING:					5,546.24	5,546.24	
23-515700-03 INDEPENDENT AUDITING							
20072	BAKER TILLY US, LLP	BT2362175	ACCOUNTING ASSISTANCE: STORMWATER UTILITY	03/31/2023	506.00	506.00	04/06/2023
20072	BAKER TILLY US, LLP	BT2362175	PROFESSIONAL SERVICES - AUDITING: STORMWATER UTILITY	03/31/2023	1,875.00	1,875.00	04/06/2023
Total 23-515700-03 INDEPENDENT AUDITING:					2,381.00	2,381.00	
23-541100-03 EQUIPMENT REPLACEMENT							
263488	HARTJE FARM & POWER EQUI	810	MS400 C-M 20 - 2023 STIHL/MS400 C- M	04/18/2023	793.10	793.10	04/20/2023
263489	MACQUEEN EQUIPMENT	E00985	ELGIN PELICAN NP STREET SWEEPER, DUAL SIDEBROOMS DOWN PAYMENT	02/17/2023	58,242.32	58,242.32	04/06/2023
Total 23-541100-03 EQUIPMENT REPLACEMENT:					59,035.42	59,035.42	
23-541100-04 REPLACEMENT FUND EXP (INT)							
261227	DRM INDUSTRIES CORP	50320	LEAF COLLECTION SYSTEM REPAIR	04/10/2023	650.00	650.00	04/20/2023
Total 23-541100-04 REPLACEMENT FUND EXP (INT):					650.00	650.00	
23-543300-03 CURB, SWEEPING, BRUSH - OPS							
262362	SLAMA FARMS LLC	10208	TRACTOR RENTAL FOR 2022	04/04/2023	2,500.00	2,500.00	04/06/2023
Total 23-543300-03 CURB, SWEEPING, BRUSH - OPS:					2,500.00	2,500.00	
23-543750-03 SNOW REMOVAL							
261190	RAY ZOBEL & SONS INC	55195	3 HRS QUAD AXLE DUMP TRUCK	03/30/2023	330.00	330.00	04/06/2023
Total 23-543750-03 SNOW REMOVAL:					330.00	330.00	
23-544500-03 STORM SEWER REPAIRS							
264128	KWIK TRIP INC	00501352-032	GAS USAGE - PW 25%	04/02/2023	817.78	817.78	04/14/2023
130655	MEYER OIL COMPANY	702677	DIESEL, GAS	03/28/2023	510.17	510.17	04/06/2023

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Total 23-544500-03 STORM SEWER REPAIRS:					1,327.95	1,327.95	
40-515120-03 CDBG OPERATING							
263611	DIGITALBAY LLC	10378	South School Alibi & Openpath	02/18/2023	4,490.00	4,490.00	04/06/2023
201029	T & M GENERAL CONTRACTOR	23576	SOUTH SCHOOL BATHROOM BUILD BALANCE OF CONTRACT DUE	03/27/2023	35,505.60	35,505.60	04/06/2023
Total 40-515120-03 CDBG OPERATING:					39,995.60	39,995.60	
41-542600-03 TAXI CAB EXPENSES							
263508	RUNNING INC	27632	23 PUNCH CARDS SOLD	04/03/2023	805.00	805.00	04/06/2023
263508	RUNNING INC	27638	MONTHLY CAB EXPENSES - MARCH 2023	04/04/2023	9,589.35	9,589.35	04/06/2023
Total 41-542600-03 TAXI CAB EXPENSES:					10,394.35	10,394.35	
42-517110-03 AIRPORT UTILITIES, CELL PHONES							
10024	ALLIANT ENERGY/WP&L	126600000-03	GAS-AIRPORT	03/20/2023	359.88	359.88	04/06/2023
10024	ALLIANT ENERGY/WP&L	4079272914-0	GAS-AIRPORT TERMINAL	03/20/2023	94.60	94.60	04/06/2023
10024	ALLIANT ENERGY/WP&L	5765710000-0	GAS-AIRPORT SKI HILL RD	03/20/2023	19.10	19.10	04/06/2023
Total 42-517110-03 AIRPORT UTILITIES, CELL PHONES:					473.58	473.58	
42-545300-03 AIRPORT OPERATING (FBO)							
261670	ARTHUR J GALLAGHER & CO	4450528	STORAGE TANK LIABILITY RENEWEL PREMIUM - AIRPORT	04/06/2023	2,336.00	2,336.00	04/06/2023
130663	METCO	206175	OPW JET A NOZZLE - AIRPORT	03/21/2023	875.00	875.00	04/06/2023
262918	REEDSBURG AVIATION LLC	RA-0423	AIRPORT MANAGEMENT APRIL 2023	04/01/2023	3,700.00	3,700.00	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	AIRPORT	03/22/2023	1,092.41	1,092.41	04/06/2023
262362	SLAMA FARMS LLC	10208	TRACTOR RENTAL FOR 2022	04/04/2023	2,500.00	2,500.00	04/06/2023
Total 42-545300-03 AIRPORT OPERATING (FBO):					10,503.41	10,503.41	
45-521500-03 YOUTH CRIME PREVENTION EXPENSE							
262630	BMO HARRIS BANK CREDIT CA	3561-0323	YOUTH CRIME PREVENTION - PD	03/28/2023	20.00	20.00	04/28/2023
Total 45-521500-03 YOUTH CRIME PREVENTION EXPENSE:					20.00	20.00	
54-535110-03 CEMETERY OPERATING							
40400	DWD-UNEMPLOYMENT INSURA	000012364373	UNEMPLOYMENT - CEMETERY	04/12/2023	481.14	481.14	04/14/2023
80458	HARTJE LUMBER INC	MN363571	STLCB140, TRT01890, TRT02350-CEMETERY	03/14/2023	270.63	270.63	04/06/2023
261667	LAKES GAS CO.	1962331	TANK RENT - GREENWOOD CEMETERY	03/31/2023	99.00	99.00	04/20/2023
261667	LAKES GAS CO.	1981366	PROPANE-CEMETERY	04/10/2023	180.92	180.92	04/20/2023
160650	PETERSON SANITATION INC	59072-0423-C	2 YARD CONTAINER - CEMETERY	04/03/2023	29.21	29.21	04/20/2023
180905	REEDSBURG UTILITY	RUC 0323	CEMETERY	03/22/2023	85.00	85.00	04/06/2023
Total 54-535110-03 CEMETERY OPERATING:					1,145.90	1,145.90	
56-517110-03 UTILITIES, CELL PHONES							
10024	ALLIANT ENERGY/WP&L	4066940000-0	GAS-LIBRARY	03/20/2023	860.48	860.48	04/06/2023
180905	REEDSBURG UTILITY	RUC 0323	LIBRARY UTILITIES	03/22/2023	1,058.11	1,058.11	04/06/2023
Total 56-517110-03 UTILITIES, CELL PHONES:					1,918.59	1,918.59	

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56-551300-03 LIBRARY OPERATING							
264005	AMAZON CAPITAL SERVICES	1194-R49M-M	DVDS, VIDEO GAMES	04/17/2023	493.73	493.73	04/20/2023
264005	AMAZON CAPITAL SERVICES	14ND-QTPJ-N	DVDS, BOOKS, BUTTON- MAKING SUPPLIES, LABELS	03/03/2023	331.37	331.37	04/06/2023
20070	BAKER & TAYLOR	2037402202	Books	03/21/2023	268.72	268.72	04/06/2023
20070	BAKER & TAYLOR	2037427704	Books	03/31/2023	742.87	742.87	04/20/2023
20070	BAKER & TAYLOR	2037449906	Books	04/10/2023	235.94	235.94	04/20/2023
262630	BMO HARRIS BANK CREDIT CA	9757-0323	BOOKS & SUPPLIES	03/28/2023	980.84	980.84	04/28/2023
30174	CENTER POINT LARGE PRINT	1997370	Large Print Books	04/01/2023	287.04	287.04	04/20/2023
40270	DEMCO INC	7287597	BOOK JACKETS, LABEL PROTECTORS	04/03/2023	144.52	144.52	04/06/2023
70300	GALE	79794895	LARGE PRINT BOOKS - FEB WHEELER WESTERN 2	01/01/2023	41.23	41.23	04/20/2023
70300	GALE	80904095	LARGE PRINT BOOKS	03/17/2023	41.23	41.23	04/06/2023
70300	GALE	81009871	LARGE PRINT BOOKS - APRIL CHRISTIAN ROMANCE 2	04/05/2023	23.99	23.99	04/20/2023
60335	GORDON FLESCHE CO INC	14161032	COPY MACHINES 4/7/23 - 5/6/23; COPIES 2/27/23-3/31/23	04/07/2023	513.02	513.02	04/20/2023
90510	INGRAM	75220559	Books	03/28/2023	76.97	76.97	04/06/2023
90510	INGRAM	75220559	Books	03/28/2023	189.21	189.21	04/06/2023
90510	INGRAM	75220559	Books	03/28/2023	144.53	144.53	04/06/2023
90510	INGRAM	75220559	Books	03/28/2023	70.71	70.71	04/06/2023
90510	INGRAM	75220559	Books	03/28/2023	73.94	73.94	04/06/2023
90510	INGRAM	75283607	Books	03/31/2023	669.20	669.20	04/20/2023
90510	INGRAM	75440744	Books	04/11/2023	367.91	367.91	04/20/2023
263417	LIFE: BEAUTIFUL	202305LB	1 YEAR MAGAZINE SUBSCRIPTION	04/01/2023	18.95	18.95	04/20/2023
263588	MAIN STREET BOOKS	9576-15	RENTAL COPY-MUSKY RUN BY JEFF NANIA	04/04/2023	12.00	12.00	04/06/2023
262620	MIDWEST TAPE	203585628	AUDIO BOOK ON CD	03/31/2023	44.99	44.99	04/06/2023
262620	MIDWEST TAPE	203585628	AUDIO BOOK ON CD	03/31/2023	786.37	786.37	04/06/2023
180844	QUILLIN'S INC	01582527	COMMUNITY ROOM COFFEE	03/14/2023	49.96	49.96	04/20/2023
180844	QUILLIN'S INC	1586776	TEEN TIME - AFTER SCHOOL BOOK CLUB	03/27/2023	10.27	10.27	04/20/2023
263931	STERICYCLE INC	8003582585	SHREDDING SERVICES	03/25/2023	95.86	95.86	04/06/2023
263033	TURNER WATERCARE	812004	WATER SERVICE 03/2023	04/01/2023	68.00	68.00	04/06/2023
211058	US CELLULAR	0567462574	REEDSBURG PUBLIC LIBRARY WORK AROUND ACCOUNT	03/10/2023	28.00	.00	04/10/2023
211058	US CELLULAR	0567462574-1	HOTSPOT - LIBRARY	03/10/2023	28.00	28.00	04/14/2023
211058	US CELLULAR	854693860-03	HOT SPOT SERVICE	03/10/2023	28.00	.00	04/10/2023
Total 56-551300-03 LIBRARY OPERATING:					6,867.37	6,811.37	
68-565200-03 SITE DEVELOPMENT							
201025	TAPCO	1750744	STREET SIGNS	04/07/2023	6,930.86	6,930.86	04/20/2023
201025	TAPCO	1750780	STREET SIGNS	04/07/2023	2,121.30	2,121.30	04/20/2023
Total 68-565200-03 SITE DEVELOPMENT:					9,052.16	9,052.16	
69-565200-03 SITE DEVELOPMENT							
262633	CHOSEN VALLEY TESTING	47231	FACTUAL GEOTECHNICAL EXPLORATION - LABANSKY RD	03/20/2023	2,700.00	2,700.00	04/06/2023
201025	TAPCO	1750901	GOLD COURSE RD SIGNAL	04/10/2023	53,465.00	53,465.00	04/20/2023
221070	VIERBICHER ASSOCIATES INC	210134-00021	REEDSBURG -2021 BUSINESS PARK EXPANSION	04/14/2023	37,540.00	37,540.00	04/20/2023
221070	VIERBICHER ASSOCIATES INC	220187-00010	TID 9 BUSINESS PARK HOTEL INFRASTRUCTURE	04/14/2023	6,054.00	6,054.00	04/20/2023
262229	WISCONSIN RIVER TITLE CONS	6323020299	BOARDMAN & CLARK, LLP - LETTER REPORT	03/02/2023	200.00	200.00	04/06/2023
Total 69-565200-03 SITE DEVELOPMENT:					99,959.00	99,959.00	
70-521100-03 POLICE EQUIPMENT							
264185	SPECIALTY CLOSURES INC	3802	NON RATED WALL PADS FOR				

Vendor No	Vendor Name		Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
				DAAT - PD	04/06/2023	2,300.00	2,300.00	04/20/2023
Total 70-521100-03 POLICE EQUIPMENT:						2,300.00	2,300.00	
70-554100-03 PARKS VEHICLES & EQUIPMENT								
130643	MCFARLANE MFG CO INC	ES85656	C44207 KUBOTA TRACTOR WITH BROOM SERIAL #C44207 - PARKS	03/15/2023	46,442.96	46,442.96	04/06/2023	
Total 70-554100-03 PARKS VEHICLES & EQUIPMENT:						46,442.96	46,442.96	
75-543100-03 STREET RECONSTRUCTION								
130612	MSA PROFESSIONAL SERVICE	R02068036.0-4	SOUTH VIKING DRIVE FINAL DESIGN AND BIDDING	03/23/2023	7,242.80	7,242.80	04/06/2023	
262290	TIMBERLINE CONSTRUCTION L	331543	STUMP GRINDING, CLEAN UP AND DISPOSAL - LAUREL STREET PROJECT	03/20/2023	869.00	869.00	04/06/2023	
Total 75-543100-03 STREET RECONSTRUCTION:						8,111.80	8,111.80	
75-554800-03 PARKS IMPROVEMENTS								
261769	MIDWEST SEALCOAT LLC	4398	POWERWASH TENNIS COURTS, CRACKFILL & RESTORE AS NEEDED	04/12/2023	14,000.00	14,000.00	04/20/2023	
Total 75-554800-03 PARKS IMPROVEMENTS:						14,000.00	14,000.00	
75-554955-03 FIELD HOUSE EXPENSES								
263146	ARCHITECURAL DESIGN CONS	16206	REEDSBURG FIELDHOUSE PROFESSIONAL SERVICES FEB 19 -MARCH 25	03/31/2023	9,661.20	9,661.20	04/20/2023	
263146	ARCHITECURAL DESIGN CONS	16209	SOUTH SCHOOL CONVERSION	03/31/2023	288.75	288.75	04/20/2023	
221070	VIERBICHER ASSOCIATES INC	230044-00002	FIELDHOUSE PROJECT - HUD FUNDED	04/12/2023	1,085.00	1,085.00	04/20/2023	
Total 75-554955-03 FIELD HOUSE EXPENSES:						11,034.95	11,034.95	
Grand Totals:						1,171,731.19	1,171,675.19	

Dated: _____

City Administrator: _____

Dated: _____

City Clerk-Treasurer: _____

Dated: _____

Mayor: _____

STAFF REPORT

AGENDA ITEM: _____

To: Mayor and Common Council
From: Brian Duvalle, Planning and Building
Date of Meeting: May 8, 2023

Subject: Monthly Building Permit Report

BACKGROUND

On a routine basis the building inspector presents to the Common Council the actions of the proceeding monthly activity.

PERMITS

	April 2022	April 2023	Total Change
Zoning	5	8	+3
Building	31	24	-7

VALUE

	April 2022	April 2023	Total Change
Zoning	\$5,350	\$61,450	\$56,100
Building	\$1,646,100	\$4,235,000	\$2,588,900

STAFF RECOMMENDATION

Recommend the Monthly Building Permit Report be received and filed by the Common Council.

NOTES

This past month included the fieldhouse permit.

Citizen Participation Packet/Application

Dear Mayor and Members of the City Council, Date: 4/25/2023
 I am a City of Reedsburg resident and interested in serving on the following boards, commissions or committees.

Please place a "X" in the box for the committees for which you are interested:

Committees	X
Airport Commission – manages the Reedsburg Airport	
Block Grant Committee – provides housing and small business loans	
Board of Review – considers appeals of property assessments	
Board of Zoning Appeals – considers hardship variances to the Zoning and Building Codes	
City Plan Commission – plans and manages the growth and development of the City and extraterritorial areas	
Community Development Authority – economic development body of the City, works on redevelopment of properties for economic development	
Ethics Committee – advise employees and elected officials about application of the ethics code	
Finance Committee – review bills, set financial policies	
Historic Preservation Committee – advise the Mayor and City Council regarding historic properties	X
Industrial Development Commission – direct development of Reedsburg's Industrial areas	
Library Board – manage the library	
Ordinance Committee – advise the Mayor and City Council about new laws and review applications for various licenses	
Parks and Recreation Committee – advise on the operation of park, recreation and forestry programs	
Personnel Committee – set personnel policies, participate in labor negotiations	
Police and Fire Commission – civil service body for the Police and Fire Departments	
Public Safety Committee – advises the Mayor and Common Council on matters regarding the Police, Fire, Ambulance and Emergency Management Departments	
Public Works – advise the Mayor and City Council about streets, sidewalks, wastewater treatment plant and other facilities	
Reedsburg Arts Committee – art policy development	
Room Tax Commission – manage the room tax funds for tourism promotion and development	
Utility Commission – manages the water, electrical & telecommunications utility	

Name: Beth Voigt Telephone: 608-495-4930

Address: 2118 Amanda Dr, **Reedsburg, WI 53959** Email: ecvoigt@gmail.com

Qualifications/Special Interest: Experience on the Arts committee; opened and closed the Rotary sponsored cabin at the log cabin village

Return this application to: **Mayor's Office**
City of Reedsburg
134 S. Locust St., PO BOX 490
Reedsburg, WI 53959-0490

For more information call City Hall 608-524-6404 or email us at cityhall@ci.reedsburg.wi.us



PROCLAMATION DESIGNATING MAY 14- 20, 2023 AS NATIONAL POLICE WEEK

In 1962, President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls, as National Police Week; and

WHEREAS, the members of the Reedsburg Police Department play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, our police department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

NOW, THEREFORE, BE IT RESOLVED that I, David Estes, Mayor of the City of Reedsburg, hereby formally dedicates May 14—20, 2023 as National Police Week in the City of Reedsburg and publicly salutes the service of the Police Officers in our community and in communities across the nation.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the City of Reedsburg to be affixed this 8th day of May in the year 2023.

David Estes

Mayor, City of Reedsburg



RESOLUTION
Tax Incremental District (TID) Termination Resolution

FILE NO. 4506-23

Termination of TID 4 and authorization to distribute excess increment to overlying tax districts.

WHEREAS, the City of Reedsburg created TID 4 on May 26, 1998 and adopted a project plan in the same year, and

WHEREAS, all TID 4 projects were completed in the prescribed allowed time, and

WHEREAS, sufficient increment was collected as of the 2024 tax roll, payable 2025, to cover project costs and the increment collected as of the 2023 tax roll, payable in 2024, will be used to benefit affordable housing.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Reedsburg, Sauk County, Wisconsin that the City of Reedsburg terminates TID 4; and

BE IT FURTHER RESOLVED, that the City of Reedsburg shall notify the Wisconsin Department of Revenue (DOR), within 60 days of this resolution or prior to January 23, 2024, whichever comes first, that the TID has been terminated; and

BE IT FURTHER RESOLVED, that the City Clerk shall sign the required DOR Final Accounting Submission Date for (PE-223) agreeing on a date by which the City shall submit final accounting information to DOR; and

BE IT FURTHER RESOLVED that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares as determined in the final audit by the City's auditor, Baker Tilly US, LLP.

ADOPTED on this 8th day of May, 2023.

Dave Estes, Mayor

Jacob Crosetto, City Clerk – Treasurer

Respectfully Submitted:

The above resolution has been authorized by the governing body of the City of Reedsburg by Resolution No. 4506-23, dated May 8, 2023.

Introduced and adoption moved by alderperson: _____

Motion for adoption seconded by alderperson: _____

Date Passed: May 8, 2023.

Vote: _____

Lease-Purchase Agreement

Lease Purchase Agreement Number: 109970-001

This Lease-Purchase Agreement dated the 1st day of May, 2023 (the "Lease"), by and between Bell Bank Equipment Finance, a division of Bell Bank, whose address is 15490 101st Ave N, Suite 200, Maple Grove, MN 55369, as agent for one or more persons (the "Lessor") and City of Reedsburg, located in Sauk County, as Lessee (the "Lessee"), whose address is 134 South Locust St., Reedsburg, WI 53959.

WITNESSETH:

WHEREAS, Lessee is authorized by State statutes to acquire (1) 2023 Elgin Pelican NP Street Sweeper by entering into a lease-purchase agreement; and

WHEREAS, pursuant to a resolution duly adopted by the Lessee on see attached, the Lessee has determined that it is necessary to further the street maintenance purposes of the Lessee that it acquire (1) 2023 Elgin Pelican NP Street Sweeper described herein as Equipment; and

WHEREAS, Lessor is willing to acquire the Equipment and to lease and sell it to Lessee pursuant to this Lease;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Authorized Representative: Shall mean (a) with respect to the Lessee, the officer of the Lessee or any other Person or Persons at any time designated by resolution of Lessee's governing body or written certificate conferring authority upon such person to act on behalf of the Lessee with respect to this Lease; and (b) with respect to the Lessor, any authorized signatory of the Lessor authorized by their bylaws to act or to execute documents on behalf of the Lessor.

Certificate of Acceptance: The Certificate of Acceptance of Lessee the form of which is attached hereto as Exhibit C.

Code: The Internal Revenue Code of 1986, as amended and any regulations promulgated thereunder by the United States Department of the Treasury.

Commencement Date: The date upon which Lessee's obligations to make Lease-Purchase Payments accrues as evidenced by the issuance to Lessor of the Certificate of Acceptance attached hereto as Exhibit C.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Cost or Costs: The costs of acquisition and installation of the Equipment and all other costs incidental and related thereto, including the costs of preparation, marketing and sale of this Lease.

Equipment:

The (1) 2023 Elgin Pelican NP Street Sweeper described in the attached Exhibit A which is being leased and purchased by Lessee pursuant to this Lease.

Fiscal Year: Each twelve (12) month fiscal period of Lessee commencing on the 1st of January and ending on the 31st of December of each year.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Lease-Purchase Payment designated as and comprising interest as shown in the attached Exhibit B.

Lease: This Lease-Purchase Agreement dated as of 5/01/2023, whereby the Lessor has leased the Equipment to Lessee, as the same may from time to time be amended or modified.

Lease-Purchase Payment: The payment due from Lessee to Lessor on each Payment Date, as shown on Exhibit B.

Net Proceeds: Any insurance proceeds, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

Payment Date: The date upon which any Lease-Purchase Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborers, material person's supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Person or Persons: An individual, partnership, corporation, trust or unincorporated organization.

Prepayment Price: With respect to the Equipment, as of any Payment Date, the amount so designated and set forth opposite such date in the attached Exhibit B.

Principal: The portion of any Lease-Purchase Payment designated as principal in the attached Exhibit B.

Request for Disbursement of Funds: The Request for Disbursement of Funds of Lessee, the form of which is attached hereto as Exhibit C-1.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of Wisconsin.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation or any agency or political subdivision of the State, and any law of the United States, and any rule or regulation of any federal agency.

Term, Term of this Lease or Lease Term: The period commencing on the execution of this Lease and ending on the date the last Lease-Purchase Payment is due and payable, as shown on Exhibit B.

Section 1.2 **Exhibits.** The following Exhibits are attached to and by reference made part of this Lease:

Exhibit A: A description of the Equipment including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule to be completed by Lessor as provided in Section 4.1, indicating the date upon which the Term of this Lease shall end, the date and amount of each Lease-Purchase Payment coming due under the Lease Term and the amount of Principal and Interest comprising each Lease-Purchase Payment.

Exhibits C and C-1: A Certificate of Acceptance of Lessee with a Request for Disbursement of Funds attached indicating that the Equipment has been or will be delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Lease-Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: An opinion of counsel to Lessee as to the organization, nature and powers of Lessee, the validity, execution and delivery of this Lease and various related documents; the absence of litigation; and related matters.

Exhibit E: A form of resolution of the governing body of Lessee, relating to this Lease and, if applicable, certain federal tax matters.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 **Representations, Covenants and Warranties of Lessee.** Lessee represents, covenants and warrants as follows:

- (a) Lessee is a political subdivision and municipal corporation, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and

provisions of a resolution of Lessee's governing body, or by other appropriate official action.

- (d) In authorizing and executing this Lease, Lessee has complied with all open meeting laws, public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.
- (e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other Person, firm or corporation, except as provided under the terms of this Lease.
- (f) Lessee will use the Equipment during the Lease Term only to perform its essential governmental functions.
- (g) Lessee will take no action that would cause the interest portion of the Lease-Purchase Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code") and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Lease-Purchase Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.
- (h) Upon execution of this Lease-Purchase Agreement, and upon each request for a disbursement of funds hereunder, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.
- (i) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit D.
- (j) Lessee will submit to the Internal Revenue Service an information reporting statement at the time and in the form required by the Code.
- (k) Lessee will cause a resolution substantially in the form attached hereto as Exhibit E to be adopted by its governing body.
- (l) Lessee does not reasonably anticipate that it will issue tax-exempt obligations (not including "private activity bonds" as defined in Section 141 of the Code) in an aggregate amount in excess of \$10,000,000 during the calendar year in which the Term commences, and this Lease is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code relating to deductibility of interest by financial institutions.

Section 2.2 **Representations, Covenants and Warranties of Lessor.** Lessor represents, covenants and warrants as follows:

- (a) Lessor has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same.
- (b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or agreement or instrument to which Lessor is now a party or by which Lessor is bound; constitutes a default under any of the foregoing; or results in the creation or imposition any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment, except Permitted Encumbrances.

ARTICLE III AGREEMENT TO LEASE

Section 3.1 **Lease.** Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon terms and conditions set forth in this Lease and subject to the option to purchase set forth in Section 4.3 hereof.

Section 3.2 **Possession and Enjoyment.** Lessor hereby covenants to provide Lessee during the Term with the quiet use and enjoyment of the Equipment, and Lessee intends to during the Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in the Lease. Lessor will, at the request of Lessee and at Lessee's cost, join any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so. All warranties extended upon the Equipment by the Contractors shall inure to the benefit of the Lessee during the term of this Lease.

Section 3.3 **Lessor Access to Equipment.** Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

Section 3.4 **Tax and Ownership and Lessee.** The Lessor warrants and represents that it shall not at any time during the term of the Lease claim

depreciation, cost recovery deductions, or tax credit for federal income tax purposes with respect to the equipment, or portion thereof, and that it shall not take any position for federal income tax purposes that is inconsistent with the unequivocal title and ownership for any and all tax purposes of the Lessee.

ARTICLE IV TERM OF LEASE

- Section 4.1 **Lease Term.** This Lease shall be in effect for a Term commencing upon the execution hereof and ending as provided in Section 4.2.
- Section 4.2 **Termination of Lease Term.** The Term of this Lease will terminate upon the occurrence of the first of the following events:
- (a) A default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII without payment of all Lease-Purchase Payments; or
 - (b) The payment by Lessee of all Lease-Purchase Payments and all other amounts authorized or required to be paid by Lessee hereunder.
 - (c) Nonappropriation of funds by Lessee pursuant to Section 12.7 hereof.
- Section 4.3 **Option to Purchase.** Lessee has the option to purchase the Equipment by paying the applicable prepayment price in accordance with Section 10.1 hereof.

ARTICLE V LEASE-PURCHASE PAYMENTS

- Section 5.1 **Lease-Purchase Payments.** Lessee agrees to pay Lease-Purchase Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Lease-Purchase Payments shall be paid to Lessor at its offices at the address specified in Section 1.1 of this Lease, or to such other Person or entity to which Lessor has assigned such Lease-Purchase Payments as specified in Article XI, at such place as such assignee may from time to time designate in lawful money of the United States of America to Lessor or, in the event of assignment of the right to receive Lease-Purchase Payments by Lessor, to its assignee. Interest shall accrue from the date of the Certificate of Acceptance.
- Section 5.2 **Source of Payment.** All Lease-Purchase Payments required to be paid Lessor pursuant to this Lease shall be paid from moneys duly budgeted, appropriated, obligated and otherwise provided and made available therefor by Lessee.
- Section 5.3 **Interest Component.** A portion of each Lease-Purchase Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Lease-Purchase Payment.
- Section 5.4 **Lease-Purchase Payments to be Unconditional.** The obligation of Lessee to make Lease-Purchase Payments or any other payments required hereunder shall be absolute and unconditional in all events, except as expressly provided under this Lease. Notwithstanding any dispute between Lessee and Lessor or any other Person, Lessee shall make all Lease-Purchase Payments and other payments required hereunder when due and shall not withhold any Lease-Purchase Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Lease-Purchase Payments or other payments required under this Lease. Lessee's obligation to make Lease-Purchase Payments or other payments shall not be abated through accident or unforeseen circumstances. Except as provided in Section 12.7 hereof, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder, and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damage therefor.
- Section 5.5 **Late Payments.** See Section 12.6.

ARTICLE VI INSURANCE AND NEGLIGENCE

- Section 6.1 **Liability Insurance.** Upon receipt of possession of the Equipment, Lessee shall take measures as may be necessary to ensure that any liability for injuries to or death of any Person or damage to or loss of property arising out of or in any way relating to the condition or operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee.

The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

- Section 6.2 **Property Insurance.** Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.
- Section 6.3 **Worker's Compensation Insurance.** If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.
- Section 6.4 **Requirements for all Insurance.** All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (or riders) evidencing any such insurance procedure by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is not obtainable in which event Lessee shall notify Lessor of this fact.
- Section 6.5 **Lessee's Negligence.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any Person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses and damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fee) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit, or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.
- Section 6.6 **Damage to or Destruction of Equipment.** If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practical after such event, replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement, subject to the provisions of Section 12.7 hereof. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, exercise its remedies under Article XII hereof. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligations under this Section.
- Section 6.7 **Cooperation of Lessor.** The Lessor shall cooperate fully with the Lessee at the sole expense of the Lessee, in filing any proof of loss with respect to any insurance policy covering the casualties described in this Section. To the extent it may lawfully do so, the Lessor will permit the Lessee to litigate in any proceeding resulting therefrom and the name of it and on behalf of the Lessor, provided that the Lessor has been indemnified from all costs and expenses therefor, including without limitation, reasonable counsel fees incurred by the Lessor in connection with any such litigation in its name. In no event will the Lessor voluntarily settle or consent to the settlement of any proceeding, arising out of any insurance claim with respect to the Equipment or any part thereof, without the written consent of the Lessee.

ARTICLE VII OTHER OBLIGATIONS OF LESSEE

- Section 7.1 **Use; Permits.** Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State or Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary of the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, operation, possession and use of the Equipment, and if compliance with any such State or Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.
- Section 7.2 **Maintenance of Equipment by Lessee.** Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair,

working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3 **Taxes, Other Governmental Charges and Utility Charges.** (a) Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind whatsoever which are at any time lawfully assessed or levied against or with respect to the Equipment, the Lease-Purchase Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien of the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

(b) Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contest to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss for forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in the form satisfactory to Lessor.

Section 7.4 **Advances.** If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18.0 % per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

Section 7.5 **Disbursements.** (a) As payments are required for the Equipment under this Lease, the Lessee as the agent for the Lessor shall prepare and submit a Certificate of Acceptance of Lessee with a Request for Disbursement of Funds to the Lessor. (b) The Lessor shall permit the withdrawal of funds requested in the Request for Disbursement of Funds, and such funds shall be applied to the payment of the Cost of the Equipment.

ARTICLE VIII TITLE

Section 8.1 **Title.** During the Term of this Lease, legal title to the Equipment and any all repairs, replacements, substitutions and modifications to it shall be in Lessee's name subject to Lessor's interest. Upon termination of this Lease for any of the reasons specified in Section 4.2 (b), Lessor's interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2 **Security Interest.** Lessor shall have and retain a security interest under the Uniform Commercial Code, Certificate of Title or other applicable State or Federal Law in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof pursuant to Section 8.5, in order to secure Lessee's payment of all Lease-Purchase Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3 **Liens.** During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4 **Installation of Lessee's Equipment.** Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting

from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease-purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5 **Modification of Equipment.** Lessee shall at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any part of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of the Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State or Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessee will cooperate fully with Lessee in any such contest.

Section 8.6 **Personal Property.** The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX WARRANTIES

Section 9.1 **Selection of Equipment.** The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorized Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2 **Installation and Maintenance of Equipment.** Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3 **Contractor's Warranties.** Lessor hereby assigns to Lessee for and during the Term of the Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4 **Patent Infringement.** Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5 **Disclaimer of Warranties.** THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X PREPAYMENT

Section 10.1 **When Available.** Lessee shall have the option to prepay its obligations under this Lease on any Payment Date at an amount equal to the applicable Prepayment Price.

Section 10.2 **Release of Lessor's Interest.** Upon the prepayment of Lessee's obligations under this Lease in accordance with Section 10.1 hereof, Lessee shall have no further obligations under this Lease and this Lease shall terminate in accordance with Section 4.2(b). Thereupon the Lessor shall relinquish title to the Equipment in accordance with Section 8.1.

ARTICLE XI ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

- Section 11.1 **Assignment by Lessor.** Except as otherwise provided herein, Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's rights, title and/or interest in and to this Lease, the Lease-Purchase Payments or other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Lease-Purchase Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term, Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participation in its right, title and/or interest in and to this Lease, the Lease-Purchase Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.
- Section 11.2 **Assignment and Subleasing by Lessee.** Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:
- (a) This Lease and the obligation of Lessee to make Lease-Purchase Payments hereunder, shall remain obligations of Lessee.
 - (b) The sublease shall assume the obligation of Lessee hereunder to the extent of the interest subleased.
 - (c) Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.
 - (d) No sublease by Lessee shall cause the Equipment to be used for a purpose other than an essential governmental function authorized under the provisions of the Constitution and the laws of the State.
 - (e) No sublease shall cause the Interest component of the Lease-Purchase Payments due with respect to the Equipment to become includable in gross income of the recipient for federal income tax purposes.
- Section 11.3 **Restriction on Mortgage or Sale of Equipment by Lessee.** Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove the same from its boundaries, without the written consent of Lessor.

ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

- Section 12.1 **Events of Default Defined.** (a) The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more the following events:
- (i) Except as permitted by Section 12.7 hereof, failure by Lessee to pay any Lease-Purchase Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.
 - (ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
 - (iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar acts which may hereafter be enacted.

- (b) The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligation under this Lease with respect to the Equipment, other than its obligation to pay Lease-Purchase Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of god, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections, riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2 Remedies of Default. Whenever any event of default referred to in Section 12.1, clauses (i) to (iii) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

- (i) With or without terminating this Lease, re-enter and take possession of such Equipment and exclude Lessee from using it; provided, however, that if this Lease has not been terminated, Lessor shall return possession of such Equipment to Lessee when the event of default is cured; and provided further that Lessee shall continue to be responsible for the Lease-Purchase Payments due with respect to such Equipment during the Fiscal Year then in effect; or
- (ii) With or without terminating this Lease, re-enter and take possession of such Equipment, and sell, lease or sublease such Equipment or any part of it, holding Lessee liable for the difference between (a) the sales price, rent and other amounts paid by the purchaser, lessee or sublessee pursuant to such sales agreement, lease or sublease and (b) the balance of the Lease-Purchase Payments and other amounts owed by Lessee with respect to such Lease; provided, however, that nothing contained herein shall impose an obligation upon Lessor so to sell, lease or sublease such Equipment and provided that any excess proceeds from such disposition shall be retained by Lessor; or
- (iii) With or without terminating this Lease, declare all Lease-Purchase Payments during the Fiscal Year then in effect due or to become due with respect to such Lease in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Lease-Purchase Payments shall be immediately due and payable; or
- (iv) Take whatever action at law or in equity may appear necessary or desirable to collect the Lease-Purchase Payments then due and thereafter to become due during the then current Fiscal Year of Lessee with respect to such Lease, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

Section 12.3 Return of Equipment. Upon termination of this Lease prior to the payment of all Lease-Purchase Payments, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (b) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4 No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof by any such right and power. Each remedy may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5 Agreement to Pay Attorney's Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of monies or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease are commenced in any court or before any other tribunal of competent jurisdiction, the reasonable legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6 Late Charges. Whenever any event of default referred to in Section 12.1, clause (i) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to

require a late payment charge equal five percent (5.0%) per month of the delinquent Rental Payment, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

- Section 12.7 **Non-Appropriation of Funds.** (a) Notwithstanding any provision in the Lease to the contrary, in the event that no funds or insufficient funds are appropriated by Lessee's governing body for the next fiscal year for Lease-Purchase Payments due under this Lease, this Lease shall terminate the end of such fiscal year on the last day of the fiscal year for which appropriations were received and Lessee shall return the Equipment to Lessor (at Lessee's expense, to a destination Lessor directs, in good working condition less normal wear and tear), and cancel this Lease by notice to such effect served not less than thirty (30) days prior to the end of the Lessee's fiscal year. Lessee shall notify Lessor of nonappropriation within thirty (30) days of its occurrence.
- (b) Lessee and Lessor acknowledge and agree that the Lease-Purchase Payments hereunder shall constitute currently budgeting expenditures of Lessee from its capital expenditure fund or successor fund thereto. Lessee's obligations under this Lease shall be subject to Lessee's annual right to terminate this Lease, and shall not constitute a mandatory charge of requirement in any ensuing fiscal year beyond the then current fiscal year. No provision of this Lease shall be construed or interpreted as creating a general obligation or other indebtedness of Lessee within the meaning of any constitutional or statutory debt limitation. This Lease shall not directly or indirectly obligate Lessee to make any payments beyond those budgeted and appropriated from its general fund for Lessee's then current fiscal year. Lessee shall be under no obligation whatsoever to exercise its option to purchase the Equipment. No provision of this Lease shall be construed to pledge or create a lien on any class or source of Lessee monies.

ARTICLE XIII ADMINISTRATIVE PROVISIONS

- Section 13.1 **Notices.** All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified below; provided, that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificate, legal opinion or other communication will be sent.

Lessor: Bell Bank Equipment Finance
 15490 101st Ave N, Suite 200
 Maple Grove, MN 55369

Lessee: City of Reedsburg
 134 South Locust St.
 Reedsburg, WI 53959

- Section 13.2 **Financial Information.** During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue to pay Lease-Purchase Payments required under this Lease as may be requested by Lessor or its assignee.
- Section 13.3 **Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.
- Section 13.4 **Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 13.5 **Amendments, Changes and Modification.** This Lease may be amended or any of its terms modified only by written document duly authorized, executed, and delivered by Lessor and Lessee.
- Section 13.6 **Captions.** The captions or headings in this Lease are for convenience only and in no way defend, limit or describe the scope or intent of any provisions, articles, sections or clauses of this Lease.
- Section 13.7 **Further Assurances and Corrective Instruments.** Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, for carrying out the expressed intention of this Lease.
- Section 13.8 **Execution in Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 13.9 **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.10 **Anti-Discrimination.** Lessor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, sexual orientation or physical defect or disability with regard to but not limited to employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoffs or termination or selection for training.

Section 13.11 **Lessor and Lessee Representatives.** Whenever under the provisions of this Lease, the approval of the Lessor or the Lessee is required to take some action at the request of the other, such approval of such request shall be given by an Authorized Representative of the Lessor, for the Lessor, and by an Authorized Representative of the Lessee, for the Lessee. Any party hereto shall be authorized to rely on such approval of request.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Lease to be executed in its name by duly authorized officers, as of the date first above written.

BELL BANK EQUIPMENT FINANCE, a division of Bell Bank, as Lessor

Print or type full name

By _____
Signature

Its _____

City of Reedsburg as Lessee

Print or type full name

By _____
Signature

Its _____
Title

EXHIBIT A
DESCRIPTION OF EQUIPMENT

(1) 2023 Elgin Pelican NP Street Sweeper -

Serial Number: NP42551

**EXHIBIT B
PAYMENT SCHEDULE**

Commencement Date: 5/01/2023

	<u>Payment Date</u>	<u>Total Payment</u>	<u>Interest Amount</u>	<u>Principal Amount</u>	<u>*Purchase Option Price</u>
Lease	05/01/2023				230,678.46
1	05/01/2023	44,596.60	0.00	44,596.60	186,081.86
2023 Totals		44,596.60	0.00	44,596.60	
2	05/01/2024	44,596.60	11,816.20	32,780.40	153,301.46
2024 Totals		44,596.60	11,816.20	32,780.40	
3	05/01/2025	44,596.60	9,734.64	34,861.96	118,439.50
2025 Totals		44,596.60	9,734.64	34,861.96	
4	05/01/2026	44,596.60	7,520.91	37,075.69	81,363.81
2026 Totals		44,596.60	7,520.91	37,075.69	
5	05/01/2027	44,596.60	5,166.60	39,430.00	41,933.81
2027 Totals		44,596.60	5,166.60	39,430.00	
6	05/01/2028	44,596.60	2,662.79	41,933.81	0.00
2028 Totals		44,596.60	2,662.79	41,933.81	
Grand Totals		267,579.60	36,901.14	230,678.46	

TOTAL: \$230,678.46
INTEREST RATE: 6.35%

*Amount due after payment of Lease-Purchase Payment due on the same day.

All amounts received by Lessor shall be applied first to late payment charges and expenses, then to accrued interest, and then to principal payments in inverse order, as determined by lessor, as permitted by law.

**EXHIBIT C
ACCEPTANCE CERTIFICATE**

The undersigned, being a duly appointed Lessee Representative, under the Lease Purchase Agreement dated as of 5/01/2023 (the ("Lease"), by and between Bell Bank Equipment Finance ("Lessor"), and the City of Reedsburg, ("Lessee"), hereby certifies on behalf of Lessee with respect to the Equipment to be acquired under Lease Exhibit A, that the portion of the Equipment described on the attachment to this Acceptance Certificate has been delivered and installed pursuant to and in accordance with said Lease and has been accepted by Lessee.

Dated: _____.

As Lessee: _____ City of Reedsburg _____

_____ **Print or type full name** _____

By _____ **Signature** _____

Its _____ **Title** _____

**EXHIBIT C-1
REQUEST FOR DISBURSEMENT OF FUNDS**

TO: **Bell Bank Equipment Finance ("Lessor")**
15490 101st Ave N, Suite 200
Maple Grove, MN 55369

FROM: City of Reedsburg (**"Lessee"**)
134 South Locust St.
Reedsburg, WI 53959

The Lessee hereby requests disbursement of funds pursuant to the Lease Purchase Agreement dated 5/01/2023 (the "Lease"), between the Lessor and Lessee, as follows:

1. Amount to be disbursed: \$230,678.46.
2. The payee(s) are MacQueen Equipment.
3. Purchase of the payment: Payment for property as described in the Lease and Exhibit C.
4. Bills, receipts, invoices or other documents evidencing the amount requested are attached hereto.
5. The Lessee hereby certifies that the amounts requested to be disbursed were properly incurred in connection with the acquisition of the Equipment as described in the Lease and were not subject of any previous request for disbursement.
6. This request is the final disbursement request.

Dated: _____

LESSEE: _____ City of Reedsburg

Print or type full name

By _____

Signature

Its _____

Title

**EXHIBIT D
OPINION OF COUNSEL**

To: Bell Bank Equipment Finance ("Lessor")
15490 101st Ave N, Suite 200
Maple Grove, MN 55369

Re: Lease Purchase Agreement by and between Bell Bank Equipment Finance, a division of Bell Bank ("Lessor") and the City of Reedsburg ("Lessee") dated as of 5/01/2023.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Purchase Agreement described above (the "Lease") and various related matters, and in this capacity I have reviewed a duplicate original of the Lease and various other documents. Based upon the examination of these and such other documents as we deem relevant, it is our opinion that:

1. The Lessee is authorized and has power under State law to purchase, rent or otherwise provide for personal property and has power under state law to enter into the Lease and to carry out the obligations thereunder and the transactions contemplated thereby.
2. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent such enforceability is limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
3. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting laws, public bidding laws and all other applicable laws, rules and regulations of the State.
4. The execution of the Lease and the appropriation of moneys to pay the Lease-Purchase Payments coming due thereunder, does not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
5. There is no litigation, action, suit or proceeding threatened or pending before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents contemplated thereby; the appropriation of moneys to make Lease-Purchase Payments under the Lease for Lessee's current Fiscal Year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
6. The Lease is not a general obligation debt of Lessee.

Dated: _____

Very truly yours,



Lessee's Authorization Resolution

Whereas, City of Reedsburg, (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Wisconsin (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

Whereas, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain governmental Equipment Lease-Purchase Agreement (the "Lease") with Bell Bank Equipment Finance, a division of Bell Bank, the form of which has been presented to the governing body of the Governmental Entity at this meeting;

Section 1. Approval of Documents. The form, terms and provisions of the Lease and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Lease and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary as reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary to conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 3. No General Liability. Nothing contained in this Resolution, the Lease, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Lease are special limited obligations of the Governmental Entity as provided in the Lease.

Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution.

Name (Print or Type)

Title (Print or Type)

Signature

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption. This Resolution was adapted and approved on _____.

Signature: _____
Secretary/Clerk

Name Printed: _____

Date: _____

INSURANCE REQUIREMENTS FORM

DATE: 4/25/2023

LEASE PURCHASE AGREEMENT NO. 109970-001

TO: _____ (Name of Insurance Agency/Broker)
 _____ (Email Address of Agent/Broker)
 _____ (Address)
 _____ (City, State, Zip)

ATTN: _____ (Agent's Name)
TEL: _____ (Telephone Number)

Please issue a Certificate of Insurance in the name of City of Reedsburg covering the Lease Purchase Agreement identified above (collectively, the "Lease") and mail within five (5) business days to:

ATTN: BELL BANK EQUIPMENT FINANCE
A division of Bell Bank
15490 101st Ave N, Suite #200
Maple Grove, MN 55369

Bell Bank Equipment Finance Representative: Marka Kettle
Telephone Number: (952) 905-5154
Fax Number: (833) 200-6043
Email Address: mkettle@bell.bank

The insurance requirements below are in connection with the Lease and cover the equipment identified on the Lease Purchase Agreement identified above, which are incorporated herein by reference (collectively, the "Equipment").

Equipment description:
(1) 2023 Elgin Pelican NP Street Sweeper

I. **PHYSICAL DAMAGE REQUIREMENTS:**

- A. All Risk coverage for not less than \$230,678.46. The amount of the deductible must be stated here and on the certificate of Insurance. Deductible amount: \$ _____.
- B. **Endorsement:** It is understood and agreed that Bell Bank and/or its assigns and/or its successors are included as Loss Payee.
- C. **Endorsement:** It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all collateral financed from Bell Bank pursuant to the Lease.
- D. **Endorsement:** It is understood and agreed that this policy shall not be cancelled, nor any reduction or restriction of coverage be effected until at least thirty (30) days prior written notice has been given to at the above address by Certified Mail, Return Receipt Requested.
- E. **Endorsement:** It is understood and agreed that any loss shall be adjusted with the named insured above and proceeds made payable to Bell Bank and/or its assigns and/or its successors, as their interests may appear.

Per the Lease Purchase Agreement you are required to provide and maintain insurance coverage as summarized above. If you have questions, please reference the Lease or call Bell Bank Equipment Finance. **Satisfactory evidence of insurance must be provided before the lease purchase agreement can be funded.**

Lessee: City of Reedsburg

By: _____
Signature

Title: _____



INVOICE

City of Reedsburg
134 South Locust St.
Reedsburg, WI 53959

Contract # 109970-001

Invoice Date: 4/25/2023

Amount Due: \$44,596.60

Payment Amount: \$44,596.60

Total Amount Due: \$44,596.60

Please remit payment with signed documents.

Part I Reporting Authority		If Amended Return, check here ☐	
1 Issuer's name City of Reedsburg		2 Issuer's employer identification number (EIN) 39-6005582	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
134 South Locust Street		3	
6 City, town, or post office, state, and ZIP code Reedsburg, WI 53959		7 Date of issue 4/26/2023	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ▶ Street Maintenance/cleaning		18	299,678 .46
19a If bonds are TANs or RANs, check only box 19a		▶ ☐	
b If bonds are BANs, check only box 19b		▶ ☐	
20 If bonds are in the form of a lease or installment sale, check box		▶ ☐	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 299,678.46	\$	5 years	6.35 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)			24	
25	Proceeds used for credit enhancement			25	
26	Proceeds allocated to reasonably required reserve or replacement fund			26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V			27	
28	Proceeds used to refund prior taxable bonds. Complete Part V			28	
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	_____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	_____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	_____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)		_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► _____ Date _____ Type or print name and title _____

Signature of issuer's authorized representative

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no. ►			

Reedsburg Fieldhouse Lease Agreement
(City of Reedsburg and JAG Courts, Inc.)

This Reedsburg Fieldhouse Lease Agreement (“**Lease**”) is by and between JAG Courts, Inc., a Wisconsin business corporation (“**JAG**”) and The City of Reedsburg, a Wisconsin municipal corporation (“**City**”).

RECITALS

- A. City and JAG desire to enter into a Lease of the Reedsburg Fieldhouse (“**RF**”) for JAG to occupy and operate recreational activities.
- B. RF is to be constructed by City for use by City for community recreation, events, tournaments and activities.
- C. JAG has extensive knowledge and experience in operation of athletic facilities, events and tournaments including the JustAgame Fieldhouse in Wisconsin Dells, Wisconsin.
- D. This agreement sets forth the terms and conditions under which the JAG will lease, occupy and operate RF for public purposes.

AGREEMENT

- 1. Description of the Leased Premises. City leases to JAG the Reedsburg Fieldhouse (“**RF**”) as illustrated in the attached **Exhibit A**. (“**Leased Premises**”)
- 2. Use of the Leased Premises.
 - a. JAG shall use RF for community recreation, event and gathering purposes; including, without limitation, hosting athletic events.
 - b. JAG will cooperate with City to schedule its activities, events, use and occupancy of RF at times and manners convenient and compatible with JAG use of RF. This may include limits on hours of operation, noise and disturbance, and includes but is not limited to quiet time hours after 10:00 p.m. and earlier than 6:00 a.m. each day. JAG may use the facility after quiet

hours for unique events upon request to the City, approval of which shall not be unreasonably withheld.

c. Upon advance written notice from City, JAG will cooperate with City to provide local Reedsburg Club Teams preferential use during times and manners convenient and compatible with JAG commercial use of RF. JAG will work directly with Reedsburg Club Teams for booking this time and setting rental rates.

d. The JAG shall make available one (1) outdoor food vendor location, available to a recognized non-profit organization (a nonprofit organization is one that qualifies for tax-exempt status by the IRS because its mission and purpose are to further a social cause and provide a public benefit) for one (1) weekend days per month, if requested, at no cost.

3. Term of Lease. The term of this lease shall start on the date of occupancy and continue for eight consecutive years, ending at 11:50 p.m. on the last day of the eight year. City and JAG may extend the terms of this Lease by written agreement executed by duly authorized representatives of each party. The City shall give JAG occupancy as soon as practicable after the completion of the construction of RF.

4. Rent.

a. JAG shall pay City rent in the amount of:

Year 1 & 2: \$3,500. per month.

Year 3 & 4: \$4,500. per month.

Year 5 & 6: \$5,500. per month.

Year 7 & 8: \$6,500. per month.

b. Rent is payable on the first of each month and first of each month thereafter. In the event occupancy occurs on a day other than the first of the month, the first and last month's rent payment will be prorated.

c. No security deposit has been paid or will be required.

5. Leasehold Improvements.

a. City will own and provide to JAG new moveable basketball hoops/backboards for five (5) basketball courts, volleyball apparatus, nets, official's stands for nine (9) courts, pickleball nets for nine (9) courts, nine (9) tabletop scoreboards, twenty (20) tip and roll 15 foot, 3-row bleachers player benches, lobby furniture, chairs, tables, a riding floor scrubber, and any other similar equipment needed for event operations as agreed by the parties.

b. JAG shall not install or affix any leasehold or other improvements or fixtures without the advance written consent of City;

c. Any and all City authorized leasehold or other improvements of JAG which become affixed or attached to the Leased Premises shall remain the property of City at the expiration or termination of this Lease unless they may be removed from the Leased Premises without causing damage.

d. JAG, upon advance written consent of City, may install and maintain appropriate signage consistent with this agreement and its use and occupancy.

6. Repair & Maintenance.

a. JAG shall be responsible and promptly maintain the Leased Premises (inside and outside) in good, safe and clean condition and shall properly and promptly remove all refuse and waste and see that they are properly disposed of according to applicable laws and regulations.

b. City shall be responsible for the maintenance, upkeep and repair of the mechanical systems and structural components associated with the Leased Premises. In this section, "**mechanical systems**" means HVAC, plumbing and electric and "**structural components**" means

internal walls, windows and doors, including glass, rooms, bathrooms, locker rooms, concession stands, basketball and volleyball courts, flooring, parking lots, sidewalks etc.

c. JAG covenants that it will not create or maintain or allow others to create or maintain on the Leased Premises any nuisance, or commit waste to the Leased Premises or improvements thereon.

d. JAG will be responsible for all operational expenses including but not limited to maintaining and repairing any damaged movable property on the Leased Premises.

e. City shall be responsible to replace property whose useful life has aged out and City, in its discretion, determines needs to be replaced. Upon request from JAG to replace such property, City's consent to replace such property shall not be unreasonably withheld.

7. Exterior Elements.

a. City and JAG shall cooperate, coordinate, and share equally, the costs and expenses with regard to the repair and maintenance of the exterior elements of the Leased Premises, subject to the terms of this Lease. City shall be responsible for snow removal from driving areas, parking areas, and walkways; however, JAG shall keep the entrance and operational area around the structure(s) shoveled and salted.

b. City owns and shall have non-exclusive use, in common with JAG, of motor vehicle parking areas, driveways and footways on the Leased Premises.

8. Fire Systems. City and JAG shall share equally, the costs of servicing the Leased Premises fire systems including alarms and sprinklers. It is anticipated that the fire systems will be maintained by the Reedsburg Fire Department. If the Fire Department cannot perform this service, the parties shall mutually agree to a new person/entity before any cost is incurred.

9. Utilities. JAG shall be responsible for all costs and expenses relating to any and all utilities for the interior and exterior of the Leased Premises. “**Utilities**” includes, but is not limited to: water, electric, sanitary sewer, gas, internet and related utility costs and charges.

10. Insurance: For as long as JAG leases, uses, or occupies the Leased Premises, JAG shall carry at its own cost and expense, the following insurance:

a. Commercial/General Liability and Automobile Liability insurance with respect to its activities on the Leased Premises, such insurance to afford protection of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, if applicable, for bodily injury, personal injury and/or property damage based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantial equivalent coverage approved by City;

b. Automobile Liability Insurance of not less than Two Million Dollars (\$2,000,000.00) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the use of the Leased Premises and this Lease using ISO Business Auto Coverage Form CA 00 01;

c. Worker’s Compensation Insurance in accordance with the laws in the State of Wisconsin;

d. Umbrella Liability policy of not less than Two Million Dollars (\$2,000,000.00) following any excess of the primary Commercial/General Liability Coverages. Coverage is to duplicate the requirements as set forth herein; and

e. The Commercial/General Liability, Automobile Liability, and Umbrella Liability policies are to contain, or be endorsed to contain, the following provision:

City, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 20 10 07 04, CG 20 37 07 04, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of JAG; products or completed operations of the Leased Premises occupied or used by JAG; and vehicles owned, leased, hired or borrowed by JAG. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

11. Waiver of Subrogation. Nothing in this Lease shall be construed so as to authorize or permit any insurer of either party to be subrogated to any right of the insured against the other party arising under this Lease. The insured hereby releases the other party to the extent of any perils to be insured against by the insured under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of its insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of the other party, to the extent permitted by each party's respective insurance carrier. Each party shall make a good faith effort to obtain appropriate waivers of subrogation from its insurance carrier, and this mutual waiver of subrogation shall be effective only if both parties are able to obtain the same.

12. Damage or Destruction.

a. In the event the Leased Premises or any portion thereof shall be partially or wholly destroyed or damaged by fire or other casualty to the extent of less than fifty percent (50%) of the total value of the Leased Premises as a whole, then City shall promptly restore or replace the Leased Premises to the condition existing prior to such damage or destruction and this Lease shall continue in full force. Such restoration shall be commenced promptly and pursued by City with reasonable diligence to completion. All insurance proceeds received by City or JAG on account of such

damage or destruction shall be applied to payment of said restoration to the extent that such proceeds will pay the same, with any deficiency to be paid by City and with any excess insurance proceeds to be paid to City.

b. In the event the Leased Premises or any portion thereof shall be partially or wholly destroyed or damaged by fire or other casualty to the extent of fifty percent (50%) or more of the total value of the Leased Premises as a whole, then City shall have the sole and exclusive option to either rebuild, replace, or repair the Leased Premises or not rebuild, replace, or repair the Leased Premises. If City elects to rebuild, replace, or repair the Leased Premises, then this Lease shall remain in full force and effect, and City shall commence said rebuilding, replacement, or repair immediately following the exercise of such option and shall proceed with the same reasonable diligence to completion. If City elects not to rebuild, replace, or repair the Leased Premises, then this Lease shall terminate upon written notice from City to JAG. City shall notify JAG in writing of the election to rebuild, replace, or repair or not to rebuild, replace, or repair within ninety (90) days following the event causing the damage to or destruction of the Leased Premises. City shall have the sole and exclusive right of determining the manner in which any insurance proceeds on the Leased Premises shall be applied as a result of any fire or other casualty.

c. If the Leased Premises is partially or wholly destroyed or damaged by fire or other casualty, an architect selected by mutual agreement of City and JAG and licensed in the State of Wisconsin shall determine the extent of the damage or destruction and will provide City and JAG with a written determination of the condition of the Leased Premises. In the event the parties are unable to agree on the selection of an architect within thirty (30) days after the damage or destruction, then such selection shall be determined by the insurance agent of record with respect to the casualty insurance maintained.

d. If the Leased Premises is partially or wholly destroyed or damaged as set forth in this section, rent and all other payments shall not be due to the extent that such event renders the Premises unusable for the purposes set forth in the Lease. In the event that the Premises are rendered partially unusable, rent shall be prorated based on the square footage of usable area.

13. Taxes. JAG shall pay or cause to be paid, before delinquency, any and all taxes which are levied or assessed, and/or which become payable during this Lease hereof upon all or any part of JAG's leasehold improvements, equipment, furniture, fixtures, and other personal property located on the Leased Premises.

14. Liens and Encumbrances. JAG shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by JAG.

15. End of Term.

a. Upon the expiration or the termination of this Lease, JAG shall quit and surrender to City the Leased Premises, broom clean, in good order and condition ordinary wear and tear accepted and JAG, subject to Section 5 above, shall remove all its property without damage. All property permitted or required to be removed by JAG at the end of the term which remains in the Leased Premises shall be deemed abandoned and may at the election of City either be retained as City property or removed from the Leased Premises at JAG's cost and expense.

16. Default by JAG: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by JAG:

a. Abandonment. The abandonment of the Leased Premises or ceasing of operations by JAG for a period of thirty (30) days or more.

b. Failure to Pay. The failure of JAG to make payment of any and all payments required to be made by JAG under this Lease when due, and such failure shall continue for a period

of ten (10) days after written notice of said failure to make said payment is given to JAG by City. Notwithstanding the foregoing, if in any calendar year JAG has on one (1) or more occasions failed to make any payment of rent or any other payment required to be made by JAG under this Lease when due, and City has given the notice referred to above and JAG has cured such failure within said 10-day period, then upon the next occurrence of a failure of JAG to make a payment due under this Lease in said calendar year, which failure shall continue for ten (10) days after the due date of such payment, JAG shall be in default hereunder, and City shall not be obligated to give JAG notice and an opportunity to cure, and City shall have all the rights and remedies provided by this Article.

c. Failure to Observe Other Covenants. The failure by JAG to repair any waste or to observe or perform any of the terms, covenants or conditions of this Lease to be observed or performed by JAG where such failure shall continue for a period of thirty (30) days after written notice thereof from City to JAG (or without notice in case of emergency or a hazardous condition; or in case any fine, penalty, interest or cost may otherwise be imposed or incurred). JAG shall immediately take steps to cure any and all defaults as soon as reasonably practicable.. Provided JAG proceeds thereafter continuously with due diligence to cure the default, such shall be reasonable effort to cure. Failure of City to send a notice shall not be construed as a waiver of such breach or as to any subsequent breach.

d. Failure to Perform. The failure by JAG to perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by JAG, where such failure shall continue for a period of ten (10) days after JAG's receipt of written notice thereof from City provided, that in the event such cure reasonably requires more than ten (10) days to complete, then JAG shall not be in default if JAG promptly commences the cure of such default and diligently pursues such cure to completion.

e. Insolvency.

(i) The making by JAG of any general assignment, or general arrangement for the benefit of creditors.

(ii) The filing by or against JAG of a petition to have JAG adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against JAG, the same is dismissed within sixty (60) days).

(iii) The appointment of a trustee or receiver to take possession of substantially all of JAG's assets located at the Leased Premises or of JAG's interest in this Lease, where possession is not restored to JAG within sixty (60) days.

(iv) The attachment, execution or other judicial seizure of substantially all of JAG's assets located at the Leased Premises or of JAG's interest in this Lease, where such seizure is not discharged within sixty (60) days.

f. Bankruptcy. The filing by or against JAG of a petition to have JAG adjudged bankrupt or a petition for reorganization or arrangements under any Applicable Law relating to bankruptcy.

17. City's Remedies in Default: If any default by JAG shall continue uncured, following notice of default as may be required by this Lease, for the period applicable to the default under the provisions of this Lease, City shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which City may resort cumulatively or in the alternative:

a. Termination of Lease. City may, at City's election, terminate this Lease by giving JAG notice of termination. Promptly after notice of termination, JAG shall surrender and vacate the Leased Premises in a broom clean condition, and City may re-enter and take possession of the Leased Premises and eject all parties in possession or eject some and not others or eject none.

Termination under this paragraph shall not relieve JAG from the payment of any sum then due to City or from any claim for damages previously accrued or then accruing against JAG.

b. Termination of Possession. City may, at City's election, terminate JAG's right to possession only, without terminating the Lease, following a breach of the Lease by JAG. Upon termination of JAG's right to possession without termination of the Lease, JAG shall surrender possession and vacate the Leased Premises immediately and grant possession thereof to City, and JAG hereby grants to City the immediate right to enter into the Leased Premises, remove JAG's signs and other evidences of tenancy, and take and hold possession thereof with or without process of law, and to repossess the Leased Premises as City's former estate and to expel or remove JAG and any others who may be occupying or within the Leased Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom, without such entry and possession, terminate the Lease releasing JAG from JAG's obligation to pay the rent and to fulfill all other of JAG's obligations under this Lease for the full term of this Lease.

c. Notwithstanding any remedial action taken hereunder by City short of termination, including re-letting the Premises to a substitute JAG, City may at any time thereafter elect to terminate this Lease for any previous default.

d. Storage. City may, at City's election, store JAG's personal property and trade fixtures for the account and at the cost of JAG. Such cost shall be limited to costs actually incurred by the City either to a third party or by virtue of a limitation on space available to a subsequent tenant caused solely by the storage of JAG personal property.

e. Re-letting of Premises. City may re-let all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to City (including the right to re-let the Leased

Premises as a part of a larger area, the right to change the character or use of the Leased Premises and the right to restrict prospective tenants to those whose business is compatible with the nature and character of the businesses located around the Leased Premises). For the purpose of such re-letting, City may decorate or may make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If the Leased Premises are re-let and a sufficient sum shall not be realized from such re-letting after paying all of the expenses of such decorations, repairs, changes, alterations and additions, the expenses of such re-letting and the collection accruing therefrom (including, but not limited to, attorneys' fees and brokers' commissions), to satisfy the charges and expenses herein provided to be paid for the remainder of the term of this Lease, JAG shall pay to City promptly any deficiency, and JAG agrees that City may file suit to recover any sum falling due under the terms of this paragraph from time to time.

f. Damages Upon Default. City shall make all reasonable attempts to mitigate its damages in the event City terminates this Lease. City's damages shall be limited to 100% of the rental income City would have received hereunder for a period of one (1) year following the termination of the Lease and 50% of the rental income City would have received hereunder for the second year following such a termination.

18. City May Perform: City shall have the right at any time, after ten (10) days' written notice to JAG (or without notice in case of emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), to make any payment or perform any act required of JAG under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorneys' fees. Nothing herein shall obligate City to make any payment or perform any act required of the JAG under this Lease, and this exercise of the right to so do shall not constitute a release of any obligation or a waiver of any

default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed to City by JAG.

a. Holdover JAG. If JAG remains in possession of the Leased Premises after the termination/Termination Date of this Lease, City may elect to hold JAG on a month-to-month basis. The month-to-month tenancy arising under this Section shall be on the same terms and conditions as those described in this Lease. City may at any time terminate the holdover tenancy by providing JAG with written notice of termination. JAG shall have thirty (30) days from the date of the written notice to vacate the Leased Premises. If JAG remains in possession of the Leased Premises after the termination/Termination Date and City has not elected to allow JAG to continue to occupy the Leased Premises on a month-to-month basis, or the thirty (30) day notice period has expired and JAG remains in possession of the Leased Premises, City shall be entitled to all legal and equitable remedies available at law.

b. Remedies Waiver. It is understood and agreed that City's exercise of any right or remedy due to a default or breach by JAG shall not be deemed a waiver of or to alter, affect, or prejudice any other right or remedy which City may have under this Lease or by law or in equity.

19. Subordination, Non-disturbance, and Attornment: Within twenty (20) business days after JAG's receipt of a written request from City, or any mortgagee or beneficiary of City, JAG shall, in writing, subordinate its rights hereunder to the interest of any future ground lessor of the land and to the future lien of any mortgage or deed of trust recorded against the Leased Premises and/or the Project after this Lease is fully executed by City and JAG, and as to all advances made or hereafter to be made thereon, provided, however, that, as a condition precedent to such subordination to such future encumbrance by JAG, the ground lessor or the mortgagee or trustee

named in said mortgage or trust deed shall execute a commercially reasonable non-disturbance agreement in favor of JAG in a form acceptable to JAG.

20. Quiet Enjoyment: JAG, upon fully complying with and promptly performing all of the terms, covenants, and conditions of this Lease on its part to be performed (including the prompt and timely payment of all sums due hereunder), shall have and quietly enjoy the Leased Premises and all rights herein granted without interference for the term of the Lease set forth herein, subject to the terms of this Lease.

21. Authority of Parties: City and JAG each represent and warrant that the individual executing this Lease on behalf of said party is duly authorized to execute and deliver this Lease on behalf of said entity; authorizing the specific individuals signing this Lease to execute, acknowledge, and deliver the same without the consent of any other officer or officers; resolving that such action and execution is in accordance with the bylaws or other agreement of said entity; and resolving that this Lease is binding upon said entity in accordance with its terms.

22. Additional Provisions.

a. Successors or Assigns. All terms, conditions, covenants, and agreements of this Lease shall extend to and be binding upon City, JAG, and their respective heirs, administrators, executors, successors, subtenants, sublessees, concessionaires, assigns, guests, invitees and marital communities, if any, and upon any person or persons coming into ownership or possession of any interest in the Leased Premises by operation of law or otherwise, including but not limited to sale or transfer of the Leased Premises.

b. Partial Invalidity. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other

than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Lease shall be valid and be enforced to the fullest extent permitted by Applicable Law.

c. Notices. All notices to or demands upon JAG or City desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands from JAG to City shall be deemed to have been duly and sufficiently given if made in any of the following manners:

(i) By registered or certified mail, return receipt requested, stamped and addressed to JAG or City at the addresses of the parties below. Notice shall be deemed given three (3) days after deposit in U.S. mail.

(ii) Commercial overnight delivery system addressed to JAG or City at the addresses of the parties below, in which case receipt shall be deemed to have been made the day following the deposit of such notice in the commercial overnight delivery system.

(iii) By facsimile to facsimile number listed or assigned to JAG or City at the Leased Premises, in which case receipt shall be deemed to have been made by JAG or City following confirmation or transmission. Either party, by notice, may change the address to which the notice shall be sent, but all notices mailed to JAG at the address of the Leased Premises shall be deemed sufficient. The following are the initial address of the parties:

To City: City of Reedsburg
Jacob Crosetto, City Clerk-Treasurer/Finance Director
134 South Locust Street
P. O. Box 490
Reedsburg, WI 53959
jcrosetto@reedsburgwi.gov

To JAG: JAG Courts, Inc.
200 LaCrosse Street
Wisconsin Dells, WI 53965
Attn: Kyler Royston
kyler@justagamefieldhouse.com

d. Choice of Law. This Lease shall be governed by the laws of the State of Wisconsin and venue for any disputes concerning this Lease shall be Sauk County, Wisconsin, Circuit Court. Wisconsin law shall be applied.

e. Legal Expenses. If City or JAG is required to bring, maintain, or defend any action (including assertion of any counterclaim, cross-claim, or claim in a proceeding in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others) against the other related to this Lease, the prevailing party shall, in addition to all other payments required herein, receive from the other all the costs incurred by the prevailing party at and in preparation for arbitration, trial, appeal, review, and proceedings in bankruptcy court, including, but not limited to, matters unique to bankruptcy, including, but not limited to, such costs and reasonable attorneys' fees.

f. Force Majeure. In the event City or JAG is prevented, delayed, or stopped from performing any act, undertaking, or obligation under this Lease (other than the payment of monies under this Lease) by reason of an event of force majeure, including, without limitation, excessive adverse weather, strikes, lockouts, labor disputes, failure of power, acts of public enemies of the state or the United States of America, riots, insurrection, war, civil commotion, inability to obtain labor or materials, and/or any other cause (except financial) beyond the reasonable control of the party whose performance is so prevented, delayed, or stopped (collectively "**Force Majeure**"), then the time for that party's performance shall be extended one (1) day for each day's prevention, delay, or stoppage by reason of such event of Force Majeure. In the event that any governmental agency takes any action that prevents JAG from operating, including but not limited to shutdowns, no payments hereunder shall be due from JAG until such time as operations are able to resume.

g. Immunity. The City Reedsburg is a governmental entity entitled to governmental immunity under law, including Wis. Stat. sec. 893.80. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations and defenses under Wis. Stat. sec. 893.80, or any subsequent amendments thereof, any federal law, common law or other applicable laws.

h. Indemnity and Hold Harmless.

(i) JAG hereby agrees to indemnify, defend and hold harmless City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, cost, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of an act, omission, fault, or negligence, whether active or passive, of JAG or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, shall be applicable unless liability results from the negligence of City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers.

(ii) City hereby agrees to indemnify, defend and hold harmless JAG, its officers, employees, agents, representatives, and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages,

liabilities, interest, attorneys' fees, cost, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of an act, omission, fault, or negligence, whether active or passive, of City or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on JAG, its officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless JAG, its officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the negligence of JAG, its officers, employees, agents, representatives, and volunteers.

(iii) JAG shall reimburse City, its elected and appointed officials and officers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. City shall reimburse JAG or its officers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

(iv) In the event that JAG employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this agreement, it shall be JAG's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

(v) This indemnity provision shall survive the termination or expiration of this Lease or any amendments thereto for a period of two (2) years.

i. Assignment or Subletting. Neither party may assign or sublet its rights under this Lease without the express prior written consent of the other party, which consent shall not be

unreasonably withheld, conditioned, or delayed. Notwithstanding, City may enter into facility use agreements with community groups, and organizations including, with consent of JAG, which shall not be unreasonably withheld.

j. Parties and Survival of Lease. Except as otherwise expressly provided herein, this Lease is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Lease shall remain operative and in full force and effect until fulfilled.

k. Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Lease shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall agree upon a mediator and if they fail to do so within thirty (30) days, either Party may apply to the Circuit Court for Sauk County, Wisconsin, for the designation of a mediator. In the event the parties do not come to an agreement through mediation resolving all issues, the aggrieved party may then commence an action in Sauk County Circuit Court. However, the parties shall agree to alternative dispute resolution, if ordered by the Court.

l. Recording of Agreement. The City or JAG may record this Lease or a Memorandum of this Lease with the Register of Deeds for Sauk County, Wisconsin.

m. No Construction Against Drafter. This Lease is a product of the negotiation and drafting of attorneys for the parties, and as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Lease.

n. Signatures and Counterparts.

(i) Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

(ii) This Lease may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

23. Review of Documents. The parties hereto represent that they have read and understand the terms of this Lease and that they have sought legal counsel to the extent deemed necessary in order to protect their respective interests.

24. No Agency Created. JAG shall have no authority, express or implied, to act as agent of City, or any of its affiliates for any purpose. JAG is and shall remain an independent contractor responsible for all obligations and liabilities of and for all loss or damage to the business to be operated by JAG, including personal property, equipment, fixtures, or real property connected therewith and for all claims or demands based upon damage or destruction of property based upon injury, illness, or death, of any person or persons, directly or indirectly resulting from the operation of JAG's business.

25. Parties Bound. The terms of this Lease shall extend to and be binding upon the administrators, executors, representatives, heirs, assigns, and successors of the parties to this instrument.

26. Relationship of Parties. Nothing contained in this Lease shall be construed to make the parties partners or joint ventures or to render either of said parties liable for the debts or obligations of the other, except as expressly provided in this Lease.

27. No Representation. Except as otherwise expressly set forth in this Lease, JAG acknowledges that it is familiar with conditions and City has made no representations with respect

to the physical condition of the Leased Premises, or the law, rules, orders, ordinances, regulations, and requirements of any competent authority applicable thereto.

28. Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between this Agreement and the documents to be delivered hereunder, or the Exhibits, this Agreement will control. This Agreement may be modified only in writing by all signed parties.

City of Reedsburg

Dated: _____, 2023

By: David Estes, Mayor

Dated: _____, 2023

By: Jacob Crosetto, Clerk-Treasurer/
Finance Director

JAG Courts, Inc.

Dated: May 4, 2023

KL Royston
By: Kyler Royston
Its: President

Documented drafted by:
Maximilian Buckner
Boardman Clark LLP
158 E. Main Street
Reedsburg, WI 53959
(608) 283-1727
mbuckner@boardmanclark.com

UNLIMITED CONTINUING GUARANTEE

In consideration of the granting of the Lease to JAG Courts, Inc. ("TENANT"), the undersigned ("Guarantor," whether one or more) jointly and severally guarantees payment of the Obligations defined below when due or at the time any TENANT becomes the subject of bankruptcy or other insolvency proceedings. Except as provided below, "Obligations" mean rent, lease fees and all other debts, obligations and liabilities of every kind and description, whether of the same or a different nature, arising out of the Lease, regardless of whether the debts, obligations and liabilities were previously incurred, contemporaneously incurred or incurred in the future by TENANT. Obligations include interest and charges and the amount of payments made to City of Reedsburg ("LANDLORD"), and all costs, expenses and attorneys' fees at any time paid or incurred before and after judgment in endeavoring to collect all or part of any of the above, or to realize upon this Guaranty, including those incurred in successful defense or settlement of any counterclaim brought by TENANT or Guarantor or incident to any action or proceeding involving TENANT or Guarantor brought pursuant to the United States Bankruptcy Code.

WAIVER. Guarantor expressly waives (a) notice of the acceptance of this Guaranty, the creation of any present or future Obligation, default under any Obligation, proceedings to collect from TENANT or anyone else, (b) all diligence of collection and presentment, demand, notice and protest, (c) any right to disclosures from LANDLORD regarding the financial condition of TENANT or guarantor of the Obligations or the enforceability of the Obligations, and (d) all other legal and equitable defenses of suretyship. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which Guarantor may, as a guarantor of the Obligations, have against a co-guarantor of any of the Obligations or against TENANT shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by LANDLORD are subject to any right of recovery.

CONSENT. With respect to any of the Obligations, LANDLORD may from time to time before or after revocation of this Guaranty without notice to Guarantor and without affecting the liability of Guarantor (a) release or agree not to sue any guarantor or surety, (b) fail to realize upon any of the Obligations or to proceed against TENANT or any guarantor or surety, (c) renew or extend the time of payment, (d) increase or decrease the rate of interest or the amount of the Obligations, (e) determine the allocation and application of payments and credits and accept partial payments, and (f) settle or compromise the amount due or owing or claimed to be due or owing from TENANT, guarantor or surety, which settlement or compromise shall not affect Guarantor's liability for the full amount of the unpaid Obligations. Guarantor expressly consents to and waives notice of all of the above. Guarantor consents to and authorizes LANDLORD or its agents to obtain information concerning Guarantor's financial condition, including credit reports. Nothing contained in this Guaranty shall require LANDLORD to first seek or exhaust any remedy against TENANT.

PERSONS BOUND. This Guaranty benefits LANDLORD, and its successors and assigns (collectively called "successors" and each a "successor"), and binds Guarantor, and Guarantor's heirs, personal representatives, successors and assigns. This Guaranty shall continue in full force and effect notwithstanding any change in structure or status of TENANT or LANDLORD, whether by merger, consolidation, reorganization or otherwise, or assignment of this Guaranty to a successor of LANDLORD.

NOTICE TO GUARANTOR

You are being asked to guarantee the past, present and future Obligations of TENANT. If TENANT does not pay, you will have to. You may also have to pay collection costs. LANDLORD can collect the Obligations from you without first trying to collect from TENANT or another guarantor.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this Guarantee this ____ day of _____, 2022.

By: Kyler Royston
Kyler Royston

By: Jade Royston
Jade Royston

STATE OF WISCONSIN)
) ss.
Columbia COUNTY)

Personally came before me this 4th day of May, 2022, the above-named Kyler & Jade Royston, to me known to be the person who executed the foregoing Guarantee and acknowledge the same.



Regalle D. Rathman
Regalle D. Rathman
Notary Public, State of Wisconsin
My Commission: 02/17/2023

EXHIBIT A
LEASED PREMISES



OVERSEAS DEVELOPMENT
ARCHITECTURAL DESIGN SERVICES, INC.
10000 15th Avenue NW
Suite 1000
Edmonton, Alberta T6A 1P6
Canada
Tel: (780) 443-1111
Fax: (780) 443-1112
www.oversasdevelopment.com

vierbicher
ARCHITECTS

DATE: 11/11/10
BY: J. VIERBICHER
CHECKED: J. VIERBICHER
SCALE: 1/8" = 1'-0"

CITY OF REDSBURG

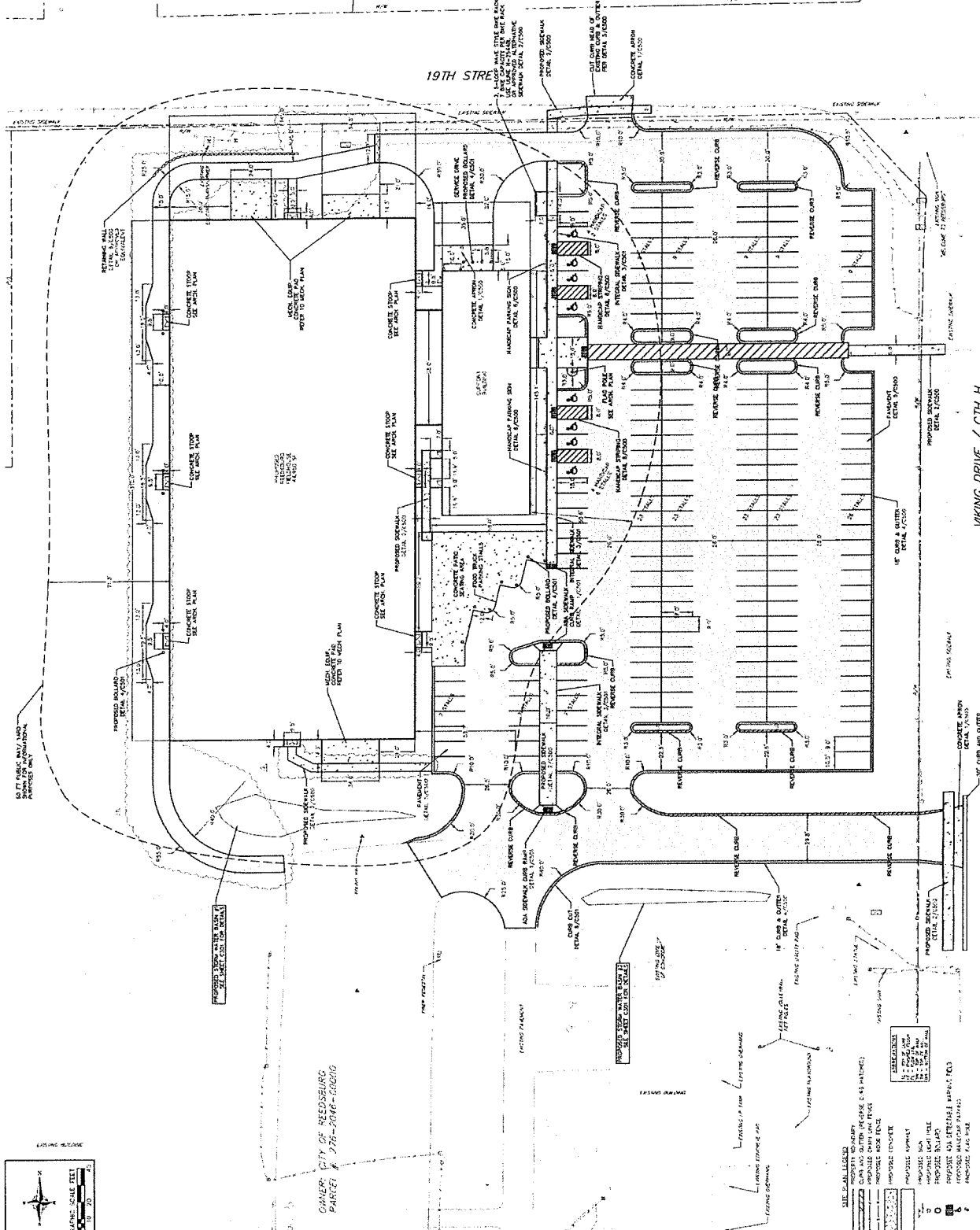
REDSBURG FIELDHOUSE

REDSBURG, WA

PROJECT NO: 03-001
DATE: 11/11/10
BY: J. VIERBICHER
CHECKED: J. VIERBICHER

SITE DIMENSION PLAN

C201



11/11/10 11:10 AM C:\WORK\2010\REDSBURG\REDSBURG FIELDHOUSE\REDSBURG FIELDHOUSE SITE DIMENSION PLAN.dwg

CITY OF REEDSBURG

ANNUAL CODE OF ETHICS REVIEW

(Return to City Administrator by May 31st)

Each year between May 1st and May 31st each public official, Mayor, the Chair of each board, commission or committee, and department head shall review the provisions of the Ethics Code and certify that such review has occurred.

I have read and understand the content of the City of Reedsburg Code of Ethics, including the listed State statutes.*

I also understand that I am expected to adhere to and conduct myself according to the rules, guidance and direction as set forth in the Ethics Code. (*§946.10 through §946.13; and §19.41 et seq.)

Date: _____

Printed name

Signature

Chapter 55

ETHICS CODE AND BOARD

§ 55-1. Statement of purpose.

- A. The proper operation of democratic government requires that public officials and employees be impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a Code of Ethics for all City of Reedsburg officials and employees, whether elected or appointed, paid or unpaid, including members of boards, committees and commissions of the City, as well as any individuals who are candidates for elective office as soon as such individuals file nomination papers with the City.
- B. The purpose of this Ethics Code is to establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the City of Reedsburg and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the City. The Common Council believes that a Code of Ethics for the guidance of elected and appointed officials and employees will help them avoid conflicts between their personal interests and their public responsibilities, will improve standards of public service and will promote and strengthen the faith and confidence of the citizens of this City in their elected and appointed officials and employees. The Common Council hereby reaffirms that each elected and appointed City official and employee holds his or her position as a public trust, and any intentional effort to realize substantial personal gain through official conduct is a violation of that trust. The provisions and purpose of this Ethics Code and such rules and regulations as may be established are hereby declared to be in the best interests of the City of Reedsburg.

§ 55-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ANYTHING OF VALUE — Any money or property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but does not include compensation and expenses paid by the state, fees and expenses which are permitted and reported under § 19.56, Wis. Stats., political contributions which are reported under Ch. 11, Wis. Stats., or hospitality extended for a purpose unrelated to state business by a person other than an organization.**[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**

BUSINESS — Any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages in profit-making activities.

FINANCIAL INTEREST — Any interest which shall yield, directly or indirectly, a monetary or other material benefit to the officer or employee or to any person employing or retaining the services of the officer or employee.

PERSONAL INTEREST — The following specific blood or marriage relationships:

- A. A person's spouse, mother, father, child, brother or sister; or
- B. A person's relative by blood or marriage who receives, directly or indirectly, more than 1/2 of his or her support from such person or from whom such person receives, directly or indirectly, more than 1/2 of his or her support.

PUBLIC EMPLOYEE — Any person excluded from the definition of a public official who is employed by the City.

PUBLIC OFFICIAL — Those persons serving in elected or appointed offices and all members appointed to boards, committees and commissions established or appointed by the Mayor and/or Common Council, whether paid or unpaid.

SIGNIFICANT INTEREST — Owning or controlling, directly or indirectly, at least 10% or \$5,000 of the outstanding stock of any business.

§ 55-3. Statutory standards of conduct.

There are certain provisions of the Wisconsin Statutes which should, while not set forth herein, be considered an integral part of any code of ethics. Accordingly, the provisions of the following sections of the Wisconsin Statutes, as from time to time amended, are made a part of this chapter of Ethics and shall apply to public officials and employees whenever applicable, to wit:

- A. Section 946.10, Bribery of Public Officers and Employees.
- B. Section 946.11, Special Privileges from Public Utilities.
- C. Section 946.12, Misconduct in Public Office.
- D. Section 946.13, Private Interest in Public Contract Prohibited.
- E. Section 19.41 et seq., Code of Ethics for Public Officials and Employees.

§ 55-4. Responsibility of public office.

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this state and carry out impartially the laws of the nation, state and municipality, to observe in their official acts the highest standards and to discharge faithfully the duties of their office

regardless of personal consideration, recognizing that the public interest must be their prime concern.

§ 55-5. Dedicated service.

Officials and employees shall adhere to the rules of work and performance established as the standard for their positions by the appropriate authority. Officials and employees shall not exceed their authority or breach the law or ask others to do so, and they shall work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work. Members of the City staff are expected to follow their appropriate professional code of ethics.

§ 55-6. Fair and equal treatment.

- A. Use of public property. No official or employee shall use or permit the unauthorized use of City-owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as City policy for the use of such official or employee in the conduct of official business, as authorized by the Common Council or authorized board, commission or committee.
- B. Obligations to citizens. No official or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen. No official or employee shall use or attempt to use his or her position with the City to secure any advantage, preference or gain, over and above his or her rightful remuneration and benefits, for himself or herself or for a member of his or her immediate family.
- C. Political contributions. No official shall personally solicit from any City employee, other than an elected official, a contribution to a political campaign committee for which the person subject to this chapter is a candidate or treasurer.

§ 55-7. Conflict of interest.

- A. Financial and personal interest prohibited.
 - (1) No official or employee of the City, whether paid or unpaid, shall engage in any business or transaction or shall act in regard to financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of official duties in the public interest contrary to the provisions of this chapter or which would tend to impair independence of judgment or action in the performance of official duties.
 - (2) Any member of the Common Council who has a financial interest or personal interest in any proposed legislation before the Common Council shall disclose on the records of the Common Council the

nature and extent of such interest; such official shall not participate in debate or vote for adoption or defeat of such legislation. If the matter before the Council involves a member's personal interest with persons involved, the member may participate in debate or discussion and vote on the matter following disclosure unless an ordinance or contract is involved; if an ordinance or contract is involved, such official shall not participate in debate or discussion and vote on the matter.

- (3) Any nonelected official, other than a City employee, who has a financial interest or personal interest in any proposed legislative action of the Common Council or any board, commission or committee upon which the official has any influence or input or of which the official is a member that is to make a recommendation or decision upon any item which is the subject of the proposed legislative action shall disclose on the records of the Common Council or the appropriate board, commission or committee the nature and extent of such interest. Such official shall not participate in debate or discussion or vote for adoption or defeat of such legislation.
 - (4) Any City employee who has a financial interest or personal interest in any proposed legislative action of the Common Council or any board, commission or committee upon which the employee has any influence or input, or of which the employee is a member, that is to make a recommendation or decision upon any item which is the subject of the proposed legislative action shall disclose on the records of the Common Council or the appropriate board, commission or committee the nature and extent of such interest.
- B. Disclosure of confidential information. No official or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the City, nor shall such information be used to advance the financial or other private interests of the official or employee or others.
- C. Gifts and favors.
- (1) No official or employee, personally or through a member of his or her immediate family, may solicit or accept, either directly or indirectly, from any person or organization money or anything of value if it could be expected to influence the employee's official actions or judgments or be considered a reward for any action or inaction on the part of the official or employee.
 - (2) No official or employee, personally or through a member of his or her immediate family, shall accept any gift, whether in the form of money, service, loan, thing or promise, from any person which may tend to impair his or her independence of judgment or action in the performance of his or her duties or grant in the discharge of his or her duties any improper favor, service or thing of value. However, it

is not a conflict of interest for any public official or employee to receive a gift or gratuity that is an unsolicited item of nominal intrinsic value such as a meal, and that is not intended to influence the official. Any official or employee who receives, directly or indirectly, any gift or gifts from any person who is known by said official or employee to be interested, directly or indirectly, in any manner whatsoever in business dealings with the City upon which the official or employee has any influence or input or over which the official or employee has any jurisdiction, discretion or control shall disclose the nature and value of such gifts to the Common Council by January 15 next following the year in which the gift or gifts are received.

- (3) An official or employee is not to accept hospitality if, after consideration of the surrounding circumstances, it could reasonably be concluded that such hospitality would not be extended were it not for the fact that the guest, or a member of the guest's immediate family, was a City official or employee. Participation in celebrations, grand openings, open houses, informational meetings and similar events are excluded from this prohibition. This subsection further shall not be construed to prevent candidates for elective office from accepting hospitality from citizens for the purpose of supporting the candidate's campaign.
- (4) Gifts received by an official or employee or his or her immediate family under unusual circumstances shall be referred to the Common Council within 10 days of receipt for recommended disposition. Any person subject to this chapter who becomes aware that he is or has been offered any gift, the acceptance of which would constitute a violation of this subsection, shall within 10 days disclose the details surrounding said offer to the Common Council. Failure to comply with this reporting requirement shall constitute an offense under this chapter.

D. Representing private interests before City agencies or courts.

- (1) Nonelected City officials and employees shall not appear on behalf of any private person (other than himself or herself, his or her spouse or minor children) before any City agency, board, commission or the Common Council if the official or employee or any board, commission or committee of which the official or employee is a member has any jurisdiction, discretion or control over the matter which is the subject of such representation.
- (2) Elected City officials may appear before City agencies on behalf of constituents in the course of their duties as representatives of the electorate or in the performance of public or civic obligations. However, the disclosure requirements of Subsection A above shall be applicable to such appearances.

- E. Ad hoc committee exceptions. No violation of the conflict of interest restrictions of this chapter shall exist, however, where an individual serves on a special ad hoc committee charged with the narrow responsibility of addressing a specific issue of topic in which that individual, or the employer or a client of that individual, has an interest, so long as the individual discloses to the Common Council that such interest exists.
- F. Contracts with the City. No City official or employee who, in his or her capacity as such officer or employee, participates in the making of a contract in which he has a private pecuniary interest, direct or indirect, or performs in regard to that contract with some function requiring the exercise of discretion on his or her part shall enter into any contract with the City, unless within the confines of § 946.13, Wis. Stats.:
 - (1) The contract is awarded through a process of public notice and competitive bidding or the Common Council waives the requirement of this chapter after determining that it is in the best interest of the City to do so.
 - (2) The provisions of this subsection shall not apply to the designation of a public depository of public funds.

§ 55-8. Ethics Board. [Amended 7-26-2010]

- A. The Ethics Board shall consist of five members. The membership of the Ethics Board shall consist of four citizens and one alderperson. The nonalderperson members shall not be elected officials, full-time appointed officials or City employees, nor shall the non-Council members be currently serving on any other City board, commission or committee. The City Attorney shall furnish the Board any legal assistance necessary to carry out its functions.
- B. Ethics Board members shall be appointed by the Mayor, subject to confirmation by the Council. Initial terms of office shall be: one citizen shall be appointed for two years, one citizen will be appointed for one year, and two citizens will be appointed for three years. Thereafter, all terms shall be three years. Terms begin May 1 of the respective year. Each year, the Mayor shall appoint the alderperson at the annual reorganization meeting. Three members shall constitute a quorum of the Board.
- C. The Ethics Board shall elect its own chair.
- D. The Ethics Board may make recommendations to the Common Council with respect to amendments of this Code of Ethics.
- E. Any person covered by this Ethics Code may apply, in writing, to the Board for an advisory opinion regarding the propriety of any matter to which the person is or may become a party. The Board shall meet to review such a request for an advisory opinion and may advise the person making the request. Advisory opinions and requests therefor

shall be in writing and shall state all material facts. It shall be prima facie evidence of intent to comply with this Ethics Code when a person refers a matter to the Board and abides by the advisory opinion of the Board if the material facts are as stated in the opinion request. Meetings held by the Board for deliberation and action upon such application shall not be open to the public nor shall a nonmember, Common Council member or the Mayor be authorized to attend any such meeting of the Board unless requested to do so by the Board. Advisory opinions rendered by the Board shall be in writing and shall state the material facts upon which the opinion is based. A record of the Board's opinions, opinion requests and investigations of violations shall be closed to public inspection as required by Chapter 19, Wis. Stats. Except as provided by § 19.59(5)(b), Wis. Stats., the Board shall not make public the identity of any person requesting an advisory opinion or of persons or organizations mentioned in the opinion. If the Board determines that an advisory opinion rendered by the Board would be of significant value to other officials or employees, the Board may issue a summary of the opinion, provided that the summary does not disclose the identity of the person originally requesting the advisory opinion. In all cases, the Board may request an advisory opinion from the City Attorney.

- F. All complaints alleging that an official or employee committed a violation of this Ethics Code shall be addressed to the Ethics Board and shall be filed with the City Clerk-Treasurer. All such complaints shall be in writing and verified and shall state the name of the official or employee alleged to have committed a violation of this Ethics Code and shall further state the evidentiary facts supporting the charge.
- G. Within 14 days after the filing of a properly verified complaint with the City Clerk-Treasurer, the Board shall meet to review the complaint. Within three business days after its initial review of the complaint, the Board shall mail a copy of the complaint to the respondent by certified mail or shall have a copy of the complaint delivered to the respondent by personal service.
- H. Following its initial review of a verified complaint, the Board may make a preliminary investigation with respect to each alleged violation of this Ethics Code. No preliminary investigation of an alleged violation of this Ethics Code may be initiated until a copy of the complaint and notice of the Board's intent to investigate the charge has been mailed by certified mail to the respondent or personally served upon the respondent. The preliminary investigation shall be completed within 30 days of the date that the complaint and notice thereof is mailed to the respondent or personally served upon the respondent, except the Board may extend the investigation period for up to an additional 60 days with notice to the respondent and to the complainant.
- I. If, after its preliminary investigation, the Board finds that probable cause does not exist for believing that the respondent violated this Ethics Code, it shall dismiss the complaint. The Board shall promptly

notify the complainant and the respondent by certified mail or personal service of its decision dismissing the complaint. The Board's decision to dismiss a complaint shall be final. The same complaint or a complaint which is substantially similar to the dismissed complaint shall not be reconsidered by the Board unless, within 20 days of the Board's mailing or personal service of its dismissal order, the complainant files with the Board additional material facts which were not available to the complainant at the time the original complaint was filed and which, if true, would probably change the Board's decision. The Board's decision to reconsider or not to reconsider a decision under this subsection shall be final. If the Board determines that a verified complaint was brought for harassment purposes, the Board shall so state in its decision.

- J. If, after its preliminary investigation, the Board finds that probable cause does exist for believing the allegations of the complaint, it shall conduct a hearing on the matter. The hearing shall be held not more than 60 days after the Board's finding of probable cause. The Board shall give the respondent and complainant written notice of the hearing date by mailing a notice thereof to the respondent and to the complainant by first class mail at least 20 days prior to the hearing date thereof. The hearing shall be held in closed session except that the respondent shall have a right to demand that the hearing be held in open session and, upon such demand, the Board shall conduct the hearing in open session.
- K. The chairperson of the Board shall preside over the proceedings, and the City Attorney shall provide legal assistance to the Board as needed. The complainant and the respondent may be represented by an attorney, and the respondent may also be represented by a union representative. Both parties may compel the attendance of witnesses by subpoenas. Subpoenas may be issued by the Chairperson of the Board pursuant to § 885.01, Wis. Stats. Each party shall be responsible for serving subpoenas on its respective witnesses and for paying any witness and mileage fees to the witness as required by the Wisconsin Statutes.
- L. All testimony of witnesses at the proceedings shall be given under oath, administered by the Chairperson in the form and manner prescribed by the Wisconsin Statutes. A record of the testimony may be made by stenographic, electronic or other recording method, as the Board determines. The record produced at the direction of the Board shall be the official record of the proceeding. The proceedings may be adjourned or continued by the Board from day to day until completed.
- M. The proceedings shall be conducted in the following order:
 - (1) Statement of the issues and rules by the Chairperson.
 - (2) Brief factual summaries, if any, by both sides.
 - (3) Presentation of testimony and the introduction of evidence by the complainant to substantiate the charge.

- (4) Cross-examination of witnesses by the respondent.
 - (5) One additional opportunity to question witnesses by the complainant.
 - (6) One additional opportunity to cross-examine witnesses by the respondent.
 - (7) Presentation of the base for the respondent.
 - (8) Repeat of Subsection M(4), (5) and (6) above regarding witnesses and evidence produced on behalf of the respondent.
 - (9) Opportunity for each side to present evidence in rebuttal of any evidence presented by the opposing side.
 - (10) Brief closing arguments, if any, by both sides.
- N. The Board shall not be bound by common law or statutory rules of evidence, and the Board shall hear all evidence having reasonable probative value, but shall exclude immaterial, irrelevant or unduly repetitious testimony or evidence. Basic principles of relevancy, materiality and probative force shall govern this proceeding. Hearsay evidence will not be permitted where direct evidence is reasonably available. The Board will not base crucial or essential evidentiary findings on hearsay evidence. Objections to evidentiary offers and offers of proof of evidence not admitted may be made and shall be noted in the record. All evidence, including records and documents, shall be duly offered and made a part of the record. The Chairperson shall rule on any objections or procedural matters. Any member of the Board and the City Attorney may ask questions of the witnesses. No party or witness shall be permitted to ask questions of any Board member during the proceedings, unless expressly authorized by the Chairperson.
- O. The Board shall deliberate in closed session.
- P. Within 10 working days of the conclusion of the hearing, the Board shall file its written findings of fact, conclusions of law and recommendations signed by a majority of the participating members and concerning the propriety of the conduct of the respondent. Any member of the Board may indicate his/her dissent to the written order. If the Board determines that no violation of the Code of Ethics has occurred, it shall dismiss the complaint, and if requested to do so by the respondent, the Board shall issue a public statement in that regard. If the Board finds that clear, satisfactory and convincing evidence exists for believing the allegations of the complaint, the Board shall refer its findings, conclusions and recommendation to the Common Council or to other proper City authority and/or, in the case of an employee, to the City Administrator and/or the Mayor as deemed appropriate. In its recommendation, the Board may recommend that the Common Council order the official or employee to conform his or her conduct to the

Ethics Code or recommend that the official or employee be cautioned, censured, suspended, removed from office, issued a private reprimand, public reprimand, and, in the case of an employee, may also recommend suspension without pay, discharge, or other appropriate disciplinary action. In appropriate cases, the Board may recommend the referral of the matter to the District Attorney to commence enforcement proceedings pursuant to the procedures and remedies of § 19.59, Wis. Stats.

- Q. Records obtained or prepared by the Board in connection with an investigation of a violation of this Ethics Code shall not be open for public inspection, except that the Board shall permit public inspection of records of a hearing conducted in open session pursuant to the request of the respondent as provided in Subsection J hereof. Whenever the Board refers an investigation and hearings record to a District Attorney, the District Attorney may make public such records in the course of a prosecution initiated thereon.
- R. The time frames set forth in this Ethics Code specifying Board action are not jurisdictional, and the Board may, where appropriate, extend any time period as necessary.

§ 55-9. Distribution of provisions.

- A. The City Clerk-Treasurer shall cause a copy of this Code of Ethics to be distributed to every public official and employee of the City within 30 days after enactment of this chapter. Each public official and employee elected, appointed or engaged thereafter shall be furnished a copy before entering upon his or her duties.
- B. Each public official, Mayor, the Chairman of each board, commission or committee and, through the City Administrator, the head of each department shall between May 1 and May 31 each year, review the provisions of this chapter with his or her fellow Council members or board, commission, committee members or subordinates, as the case may be, and certify to the City Clerk-Treasurer by June 15 that such annual review had been undertaken. A notice of this Ethics Code shall be continuously posted on the City bulletin boards wherever situated.
- C. Each public official and employee shall, in connection with Subsections A and B above, also complete and file with the City Clerk-Treasurer, as appropriate, the following statement of understanding:

"I have read and understand the contents of the City of Reedsburg Ethics Code, including the attached state statutes.* I also understand that I am expected to adhere to and conduct myself according to rules, guidance and direction as set forth in the Ethics Code." (*Sections 946.10 through 946.13 and 19.41 et seq., Wis. Stats.)

§ 55-10. Employees covered by collective bargaining agreements.

In the event an employee covered under a collective bargaining agreement, is allegedly involved in an Ethics Code violation, the terms and conditions set forth in the applicable collective bargaining agreement shall prevail in the administration and interpretation of this Ethics Code.

§ 55-11. Sanction.

A determination that an employee's actions constitute improper conduct under the provisions of this chapter may constitute a cause of suspension, removal from office or employment or other disciplinary action. Sanctions, including any disciplinary action, which may affect employees covered under a labor agreement will be consistent with the terms and conditions set forth in the applicable labor agreement.

§ 55-12. Police officers and firefighters.

When an ethics complaint has been filed against a police officer or firefighter or the Chief of either the Police or Fire Department, the procedure shall be performed in accordance with the provisions of § 62.13, Wis. Stats.

§ 55-13. Violations and penalties.

Violation of any provision of this chapter should raise conscientious questions for the incumbent concerned as to whether voluntary resignation or other action is indicated to promote the best interests of the City of Reedsburg. For nonelected officials or City employees, violation may constitute a cause for suspension, removal from office or employment, or other disciplinary action. As an alternative or an addition to the sanctions imposed herein, any person violating the provisions of this sanction shall be subject to a nonreimbursable forfeiture of not less than \$100 nor more than \$500.