



**CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
MONDAY, AUGUST 25, 2025 – 7:00 PM**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on Monday, August 25, 2025 at 7:00 PM. The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., on the second floor, Council Chambers. The meeting may be accessed by clicking the following link:

<https://us02web.zoom.us/j/85202242749>

AGENDA

1. CALL TO ORDER
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS

Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 2 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.

7. PUBLIC HEARING
 - A. A Public Hearing to amend Sections 6-2-5(b)&(c) and 13-1-55(d) of City Code to allow certain limited encroachments to be placed upon the Washington Avenue sidewalk right-of-way as temporary Accessory Uses that may be permitted in the B-3 Central Business District
8. NEW BUSINESS
 - A. Discussion and possible action on Ordinance No. 2025-27 and 2025-28 amending Sections 6-2-5(b)&(c) and 13-1-55(d) to permit certain types of sidewalk right-of-way encroachments in the B-3 Central Business District and Historic Preservation Overlay Zoning District (HPD) as Temporary Accessory Uses.
 - B. Discussion and possible action on bids received for the 2025 Micro Surfacing Project construction contract

- C. Discussion and possible action on bids received for the 2025 Asphalt Pavement Repair Program construction contract
- D. Discussion and possible action on Safe Drinking Water Loan Program Lead Service Line Replacement Financial Assistance Agreement
- E. Discussion and possible action on Resolution 2025-13 authorizing the issuance and sale of up to \$1,453,780 taxable General Obligation Water System Promissory Notes, Series 2025, and providing for other details and covenants with respect thereto
- F. Discussion and possible action on Scope of Engagement letter setting forth the role of bond counsel in connection with the issuance of the \$1,453,780 Taxable General Obligation Water System Promissory Notes, Series 2025.
- G. Discussion and possible action on designation of City's Official Newspaper for ensuing year
- H. Certification of the Code of Ethics except for the Community Development Authority and Landmarks Commission, which will be certified at the next regular meeting.

9. UNFINISHED BUSINESS

- A. Discussion and possible action on a Cedarburg Fire Department Fund Balance Policy

10. CONSENT AGENDA

- A. Discussion and possible action on approval of August 11, 2025 Council Meeting Minutes
- B. Discussion and possible action on payment of bills dated 08/02/2025 through 08/20/2025, transfers from 8/9/2025 through 8/22/2025 and payroll dated 8/3/2025 through 8/16/2025

11. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator's Report

12. COMMUNICATIONS

- A. Comments and suggestions from Council Members
- B. Mayor's Report

13. ADJOURN TO CLOSED SESSION

- A. It is anticipated the Common Council will adjourn to closed session pursuant to State Statute 19.85(1)(c) to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Specifically to be discussed, items 1-3:

1. Discussion on 2026-2028 Police Union Agreement
2. Discussion on 2026 wage increases for a specific list of employees
3. Discussion on Administrator's evaluation
4. Discussion and possible action on approval of June 30, 2025 Closed Session Minutes

14. RECONVENE TO OPEN SESSION

- A. Discussion and possible action on 2026-2028 Police Union Agreement
- B. Discussion and possible action on 2026 wage increases for a specific list of employees.
- C. Discussion and possible action on Administrator's Evaluation

15. ADJOURNMENT

Individual members of various boards, committees, or commissions may attend the above meeting. It is possible that such attendance may constitute a meeting of a City board, committee, or commission pursuant to State ex. rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 NW 2d 408 (1993). This notice does not authorize attendance at either the above meeting or the Badke Meeting but is given solely to comply with the notice requirements of the open meeting law. Citizen comments should be primarily one-way, from citizen to the Council. Each citizen who wishes to speak shall be accorded one opportunity at the beginning of the meeting. Comments should be kept brief. If the comment expressed concerns a matter of public policy, response from the Council will be limited to seeking information or acknowledging that the citizen has been understood. It is out of order for anyone to debate with a citizen addressing the Council or for the Council to take action on a matter of public policy. The Council may direct that the concern be placed on a future agenda. Citizens will be asked to state their name and address for the record and to speak from the lectern for the purposes of recording their comments. City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information. City of Cedarburg is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities. To request reasonable accommodation, contact the Clerk's Office, (262) 375-7606, email: cityhall@cityofcedarburg.wi.gov



**CITY OF CEDARBURG – COMMON COUNCIL
OFFICIAL NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT the Common Council of the City of Cedarburg, WI will hold a PUBLIC HEARING on **Monday, August 25, 2025, at 7:00 p.m.** in the Council Chambers at City Hall, W63 N645 Washington Avenue and via the Zoom app, to consider the following matters:

- 1) The recommendation of the Plan Commission in favor of amending Sections 6-2-5(b)&(c), and 13-1-55(d) as would allow certain limited encroachments to be placed upon the Washington Avenue sidewalk right-of-way as temporary Accessory Uses that may be permitted in the B-3 Central Business District.

More detailed information on this proposal is available for review in the City Planner's Office during regular business hours.

All interested persons wishing to be heard are invited to attend and offer comments. If you are unable to attend and would like to submit written comments, please direct them to the City Clerk's Office prior to the hearing.

Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities. Please contact the City Clerk's Office at (262) 375-7606.

Dated this 7th day of August 2025.

Tracie Sette
City Clerk

Publish: August 12, 2025
August 14, 2025

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date Prepared: June 2, 2025

General Information:

Agenda Item: 8.B.

Property Owner/Applicant:

City Initiated Item

Request:

Review, discussion, and possible action (recommendation to the Common Council) on proposed new regulations applicable to sidewalk/right-of-way encroachments.

Location:

Throughout the B-3 Central Business District and HPD Historic Preservation Overlay Zoning Districts.

Background:

The Plan Commission recently discussed the question of whether to maintain and enforce the existing City Code prohibitions on sidewalk encroachments considering that the current regulations as set forth in Section(s) 6-2-5 and 15-5-14 are essentially prohibitive.

Discussion:

Section 6-2-5 of the City Code provides as follows with respect to “Obstructions and encroachments” upon any street, alley, sidewalk, public grounds or land dedicated to public use, or any part thereof:

(a) Obstructions and encroachments prohibited. No person shall encroach upon or in any way obstruct or encumber any street, alley, sidewalk, public grounds or land dedicated to public use, or any part thereof, or permit such encroachment or encumbrance to be placed or remain on any public way adjoining the premises of which he is the owner or occupant, except as provided in subsections (b) and (c).

(b) Exceptions. The prohibition of subsection (a) shall not apply to the following:

(1) Public utility encroachments duly authorized by state law or by the common council.

(2) Goods, wares, merchandise or fixtures being loaded or unloaded which do not obstruct the width of a sidewalk by more than three feet on a sidewalk, provided such goods, wares, etc., do not remain thereon for more than three hours.

(3) Temporary encroachments or obstructions authorized by permit under section 6-2-6 of this section pursuant to Wis. Stats. § 66.045.

(4) Building materials for the period authorized by the building inspector and city engineer which shall not obstruct more than one-half of the sidewalk or more than one-third of the traveled portion of the street and which do not interfere with the flow in the gutters.

(5) Excavations and openings permitted under sections 6-2-3 and 6-2-4 of this Code.

(c) Issuance of permit.

(1) The building inspector is authorized to issue a temporary permit which allows property owners to place certain fixtures on sidewalks which immediately adjoin their property. In determining if a permit shall be authorized, all of the following requirements must be met:

a. The property must be located in an area zoned for commercial uses.

b. The fixture(s) shall not be physically attached to the sidewalk, any street fixture or any adjacent building, and shall be of a temporary design.

c. The placement of the fixture shall not impede the flow of pedestrian traffic on the sidewalk. In no event shall the fixture reduce the unobstructed sidewalk width to less than five feet at any point.

d. The property owner shall provide the city with proof of liability insurance coverage. The insurance coverage shall be an amount prescribed by the city's schedule of insurance requirements, and the policy shall specifically state that it includes coverage for the fixtures located on the city sidewalks. In addition, the city shall be identified as a third-party insured.

e. The fixture(s) shall not be for sale, nor shall the fixture(s) be used for the sale of merchandise. Specifically excluded are all forms of vending machines, vendors' carts or tables, etc.

f. The property owner whose property adjoins the city sidewalk shall file the permit application or authorize the occupant of the subject property to file the permit application.

(2) Upon reviewing the permit application, if it is determined by the building inspector that all of the above requirements have been met, he shall issue the permit. Said permit may be revoked by the building inspector or any city law enforcement officer ("city enforcement officials") at any time when one or more of the above requirements are not complied with or if he determines that the placement of the fixture(s) endangers the safety of the pedestrians who utilize the sidewalks.

(d) Removal by city for sidewalk obstructions and encroachments. In addition to any other penalty imposed, if any city enforcement official determines that a sidewalk is unlawfully obstructed in violation of this section, he shall issue a written notice to the owner or occupant of the premises which adjoins the obstructed sidewalk, directing that the obstruction be removed within 24 hours.

(e) Removal by city for obstruction and encroachments located in the city streets, alleys, public grounds or lands dedicated for public use. In addition to any other penalty imposed, if any city enforcement official determines that a city street, alley, public grounds or land dedicated for public use is obstructed or encumbered, he shall issue a written notice to the property owner of the premises which adjoin the obstructed public area directing that the obstruction be removed within 30 days.

(f) Failure to remove obstruction.

(1) If the owner or occupant fails to remove the obstruction within the time period established in section (d) or (e) respectively, any city enforcement official shall cause the removal of the obstruction, keeping an account of the expense of the abatement, and such expenses shall be charged to and paid by such property owner. Notice of the bill for abatement of the obstruction shall be mailed to the owner of the premises and shall be payable within ten calendar days from receipt thereof. Within 60 days after such costs and expenses are incurred and remain unpaid, the city clerk shall enter those charges onto the tax roll as a special tax as provided by the State Statutes.

(2) The failure of the city clerk to record such claim or to mail such notice or the failure of the owner to receive such notice shall not affect the right to place the city expense on the tax rolls for unpaid bills for abating the obstruction as provided for in this section.

Discussion continued:

Section 15-5-14(d)(3)a.8. of the City Code presently provides as follows with respect to Sandwich Board Signs in the B-3 Central Business District:

Sandwich board signs shall be aesthetically compatible with the Historic District. One sandwich board sign is permitted per business on the sidewalk in front, standing no more than four feet high and with each sign surface not exceeding eight square feet. Sandwich signs shall not be placed so as to block building entrances, exits, or public rights-of-way and where the adjacent building location makes it possible, the sign shall be located entirely on private property. Where the right-of-way extends up to the building, the sign shall be placed where it will not interfere with pedestrian traffic.

Included in the packet is a field review map that was made in Spring 2025 detailing the current right of way depth from back of curb toward the buildings along both sides Washington Avenue extending from Sheboygan Road to Spring Street. This map reveals the variety of conditions that exist throughout the corridor, ranging from buildings

Recommendation:

The Planner requests Plan Commission input prior to drafting updates/amendment to the existing Code. The City Engineer/Director of Public Works, Assistant City Engineer and Planner did meet to go over this map and topic. Consensus recommendations/suggestions to come out of that review include:

- 1) Minimum 5-foot-deep clear pedestrian thoroughway shall be maintained throughout all frontages. If less than 5 feet clear presently exists due to the presence of fixed public assets (such as trees, trash cans, light posts, street signs, hydrants, utility boxes), and/or existing, permanently fixed building improvements (such as but not necessarily limited to attached stairs/steps/stoops/railings), and/or existing, legal nonconforming fixed private improvements (such as but not necessarily limited to clock and awning support posts), then the preexisting depth of clear pedestrian thoroughway shall be the required minimum. No new encroachments upon the minimum required clear pedestrian thoroughway shall be permitted.
- 2) Minimum 3-foot-deep clear terrace shall be maintained between the back of curb and the minimum required clear pedestrian thoroughway throughout all frontages. Within this 3-foot-deep terrace area, sandwich board signs that comply with Section 15-5-14(d)(3)a.8. of the City Code may be permitted. If less than 3 feet clear terrace space presently exists due to the presence of fixed public assets (such as trees, trash cans, light posts, street signs, hydrants, utility boxes), and/or existing, permanently fixed building improvements (such as but not necessarily limited to attached stairs/steps/stoops/railings), and/or existing, legal nonconforming fixed private improvements (such as but not necessarily limited to clock and awning support posts), then the preexisting depth of clear terrace shall be the required minimum. No new encroachments, with the exception of permitted sandwich board signs, shall be permitted within the minimum required clear sidewalk terrace area.
- 3) All sandwich board signs permitted to be placed in the 3-foot-deep terrace right of way shall be removed from the public sidewalk/right of way during all hours that the business the sign pertains or supports is closed.

- 4) Temporary permission may be approved by the Building Inspector and Planner to place tables, chairs, seasonal entryway vestibules, and similar temporary accessories to/in support of an existing business located on the premises, and then only directly along that business's street frontage. Alcoholic beverages may/may not be consumed at approved tables/chairs located in the public sidewalk right of way. When deemed necessary by the Inspector and Planner, such requests may be referred to the Plan Commission for their review, consideration and possible approval. All the requirements as set forth in Section 6-2-5(c) shall be fully complied with.

Homes. They are outstanding builders and have the community in mind.

Brett Hartman, W59 N374 Hilbert Avenue - Opposed houses of this size because they do not fit the community.

Donna McElligott, W59 N380 Hilbert Avenue - Supports development but questions some of the plans, the code for setbacks, and screening.

Jake Furey, W59 N386 Hilbert Avenue - Concerned with traffic, safety, and additional houses.

Terry King, W63 N762 Sheboygan Road - Would like to see this preserved as green space.

Ann Witte, W59 N264 Hilbert Avenue - Concern regarding traffic, the placement of the road and run-off.

Grant Witte, W59 N364 Hilbert Avenue - Request to table the discussion and send back to the SARB.

Mary Beth Furey, W59 N386 Hilbert Avenue, Concerns about the impact of the community based on the current site plan.

Commissioner Arnett discussed the overall size of the homes, suggesting that market forces, rather than strict mandates, should determine their final dimensions. Council Member Fitzpatrick reviewed the height restrictions and found them to be reasonable. He does not believe that adding seven homes would lead to traffic issues. Mayor Thome confirmed that Hilbert Avenue has served as a thoroughfare for decades and agrees with Council Member Fitzpatrick that the addition of seven homes would not significantly affect the area, contrary to residents' concerns. Commissioner Bublitz expressed a desire to address safety issues related to the new road.

No formal action taken; applicant to consider feedback and proceed with revisions to the Site and Architectural Review Board for further discussion and review.

REVIEW, DISCUSSION, AND POSSIBLE ACTION (RECOMMENDATION TO THE COMMON COUNCIL) ON PROPOSED NEW REGULATIONS APPLICABLE TO SIDEWALK RIGHT-OF-WAY ENCROACHMENTS THROUGHOUT THE B-3 CENTRAL BUSINESS DISTRICT AND HPD HISTORIC PRESERVATION OVERLAY ZONING DISTRICTS. THIS MATTER IS CITY-INITIATED.

Planner Censky provided an update on the proposed new regulations for sidewalk right-of-way encroachments in the B3 Central Business District. The key points are:

- Space Requirements: If a business has less than 5 feet of sidewalk space, it may not place any encroachments. Businesses with more than 5 feet of encroachment may submit a proposal for the area. Proposals must include details such as the proximity to the curb and building, as well as specific information about the encroachments, including manufacturer cut sheets, images, colors, sizes, and types. Clear Zone Requirements: A 5-foot pedestrian clear zone is mandatory, along with a 3-foot terrace requirement.
- Permits: Permits are required for tables, chairs, vestibules, and other encroachments. While there is no insurance requirement, a mandatory hold-harmless agreement must be signed.
- Outdoor alcohol consumption is prohibited.
- Permit Duration: The permit term is limited to 6 months but may be renewable.
- Signage: Only sandwich board signs are allowed in the terrace area. In the 3-foot clear terrace area, only sandwich board signs may be placed; tables and chairs are not permitted.

- Application Process: Businesses can apply for permits to place tables, chairs, and other objects in the right-of-way, provided they meet specific conditions and undergo reviews.
- Operating plans must include the dates and times for setting up and removing the encroachments, as well as specific pictures of the intended setup.
- Historic Overlay Districts: Applications for properties located in a historic overlay district will undergo additional review by the Landmarks Commission regarding the aesthetic merits of the encroachment.
- Applications will be submitted to both the City Planner and Building Inspector and may also be reviewed by the Plan Commission.

If the Plan Commission approves these amendments, they will be forwarded to the Common Council for public hearing and final approval. The Council may set a timeline for businesses to comply with these new rules.

Administrator Hilvo confirmed that a notification of this meeting was also sent to businesses in the B-3 District.

Gordon Goggin, Stilt House: W62 N630 Washington Ave. Requested clarification regarding the setbacks and retaining a vestibule to end at the step.

Ken Gasch, Java House W63, W635 Washington Avenue, thanked the Commission for giving options to showcase Cedarburg to customers.

Ann Denk, Wyndrose W62 N600 Washington Avenue, requested clarification of the 8-foot clearance from the curb and what the enforcement process looks like.

Council Member Fitzpatrick sought clarification regarding the permit fee and whether the business owner must resubmit the request every six months. Planner Censky stated there is no permit fee, and businesses must bring a permit request back to the Building Inspector and City Planner for re-approval.

Commissioner Arnett asked to have Chapter 2, Sec 6-2-5, Section c.1.d. of page 82 in the packet referencing the issuance of insurance to be removed.

Administrator Hilvo confirmed that the building inspector will enforce code violations. Planner Censky confirmed there is a protocol in the code, and a penalty can be imposed.

Commissioner Arnett's concerns from a previous meeting regarding the encroachment code have been removed, and he supports the new code along with Commissioner Bublitiz.

A motion was made by Commissioner Arnett, seconded by Council Member Fitzpatrick, to recommend to the Common Council the proposed Code Amendments related to permitting Temporary Accessory Use Sidewalk Right of Way Encroachments along Washington Avenue in the B-3 Zoning District and to include the removal of the insurance requirement from Chapter 2, Sec. 6-2-5, section (c)-(1) (d). Motion carried unanimously. Commissioner Strautmanis excused.

CITY OF CEDARBURG

MEETING DATE: August 25, 2025

ITEM NO: A.

TITLE:

Discussion and possible action on Ordinance No. 2025-27 and 2025-28 amending Sections 6-2-5(b)&(c) and 13-1-55(d) to permit certain types of sidewalk right-of-way encroachments in the B-3 Central Business District and Historic Preservation Overlay Zoning District (HPD) as Temporary Accessory Uses.

ISSUE SUMMARY:

There are and have been individual business and/or property owners with frontage along Washington Avenue in the Central Business District who place items (such as tables, chairs, signs, vestibules and similar) in the sidewalk right-of-way. The Code as currently written does not permit this. The Plan Commission desires to permit some of these encroachments, to the extent they can be placed without restricting the clear pedestrian throughway to a width less than 5-feet, and without crowding the back of curb (terrace) area to less than 3-feet clear of encumbrances except for sandwich board/a-frame style signs.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Plan Commission recommendation on August 4, 2025 was for approval of amending Sections 6-2-5 and 13-1-55(d) as presented in Ordinances 2025-27 and 2025-28.

BUDGETARY IMPACT:

n/a

ATTACHMENTS:

1. Ord 2025-27 temporary use permits
2. Ord 2025-28 sidewalk encroachments

INITIATED/REQUESTED BY:

Mary Censky

FOR MORE INFORMATION CONTACT:

Mary Censky, Planner

ORDINANCE NO. 2025-27

**An Ordinance to create Section 6-2-5(b)(6)
Regarding Temporary Use Permits, and
Repeal and recreate section 6-2-5(c)(1)(d)
Regarding Insurance Coverage**

The Common Council of the City of Cedarburg, Wisconsin, does ordain as follows:

SECTION 1. Section 6-2-5(b)(6) of the Code of Ordinances of the City of Cedarburg is hereby created and Section 6-2-5(c)(1)(d) hereby repealed and recreated as follows:

Sec. 6-2-5(b) Obstructions and Encroachment exceptions. The prohibition of subsection (a) shall not apply to the following:

- (6) For properties located in the B-3 Zoning District where an approved business use(s) operates on the first floor and has direct, adjacent storefront window and door access to/from the Washington Avenue sidewalk right of way, a Temporary Use Permit may be issued by the Building Inspector and City Planner to place tables, chairs, seasonal entryway vestibules, and similar/related temporary accessories upon the sidewalk right of way in accordance with the provisions set forth in Section 13-1-55(d) of the City Code.

Sec. 6-2-5(c)(1)(d) Obstructions and Encroachments issuance of permits:

- (d) The property owner shall provide the city with a fully executed City of Cedarburg Hold Harmless and Indemnity Agreement form, prior to permit issuance.

SECTION 2. Severability. If any provision of this ordinance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions of this ordinance.

SECTION 3. Effective Date: This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Passed and adopted this 25th day of August, 2025.

Patricia Thome, Mayor

Attest:

Approved as to form:

Tracie Sette, City Clerk

Michael P. Herbrand, City Attorney

ORDINANCE NO. 2025-28

An Ordinance to create Section 13-1-55(d)(7) To Allow Limited Encroachments to be placed upon Washington Avenue Sidewalk right-of-way as Temporary Accessory Uses that may be Permitted in the B-3 Central Business District

The Common Council of the City of Cedarburg, Wisconsin, does ordain as follows:

SECTION 1. Section 13-1-55(d)(7) of the Code of Ordinances of the City of Cedarburg is hereby created as follows:

(d) Permitted Accessory Uses

- (7) Temporary placement of tables, chairs, benches, a-frame style signs (displayed only during the days/hours that the business they support is open for business and not to exceed 4 sq. ft. per sign face with the faces not more than 2 feet apart from each other at any point) , seasonal entryway vestibules, and similar/related temporary accessories upon the sidewalk right of way, subject to full compliance with the following conditions and any additional conditions the City Building Inspector, Planner, and/or Plan Commission believe are necessary to ensure the public safety, maintain the principal functional purpose of the sidewalk as a pedestrian thoroughway, and complement/preserve the character of the adjacent and surrounding buildings and the street front ambiance.
 - (a) A minimum 5-foot-deep clear pedestrian thoroughway shall be maintained throughout all frontages. If less than 5 feet clear presently exists due to the presence of fixed public assets (such as trees, trash cans, light posts, street signs, hydrants, utility boxes), and/or existing, permanently fixed building improvements (such as but not necessarily limited to attached stairs/steps/stoops/railings), and/or existing, legal nonconforming fixed private improvements (such as, for instance, but not necessarily limited to clock and awning support posts possibly), then the preexisting actual depth of clear pedestrian thoroughway shall be the required minimum. No new encroachments upon the minimum required clear pedestrian thoroughway shall be permitted.
 - (b) A minimum 3-foot-deep clear terrace shall be maintained between the back of curb and the minimum required clear pedestrian thoroughway throughout all frontages. Within this 3-foot-deep terrace area, appropriately sized a-frame style signs that comply with Section 15-5-14(d)(3)a.8. of the City Code may be permitted. If less than 3 feet clear terrace space presently exists due to the presence of fixed public assets (such as trees, trash cans, light posts, street signs, hydrants, utility boxes), and/or existing, permanently fixed building improvements (such as but not necessarily limited to attached stairs/steps/stoops/railings), and/or existing, legal nonconforming fixed private improvements (such as, for instance, but not necessarily limited to clock and awning support posts possibly), then the preexisting actual depth of clear terrace shall be the required minimum. No new

encroachments, except for appropriately sized a-frame style signs, shall be permitted within the minimum required clear sidewalk terrace area.

- (c) Subject to full compliance with a. & b. above, application for Temporary Washington Avenue Sidewalk Right of Way Encroachment Permit may/shall be made on forms provided by the City Planning Department. The following support materials shall be included with the application at the time of submittal:
 - (1) Purpose statement.
 - (2) Scaled and accurately dimensioned site plan.
 - (3) Detailed imagery as to colors, materials, size and type of encroachment.
 - (4) Detailed imagery of the setting/surroundings where the encroachment is proposed to be located.
 - (5) Operating plans, including the proposed dates, times, and nature of the encroachment/use of the encroachment.
 - (6) Any additional information the City staff deems necessary to aid in their evaluation of the request.
- (d) All applications and supporting materials for properties that are located in the Historic Preservation Overlay Zoning District, excluding qualifying a-frame style signs, must be reviewed and approved by the Landmarks Commission prior to issuance of a Permit to ensure that the compilation of all objects proposed to be placed on the sidewalk right of way complement/preserve the character of the adjacent and surrounding buildings and the street front ambiance.
- (e) Alcohol sales, service, and/or consumption is not permitted in areas approved for placement of temporary sidewalk right of way encroachment under this section.
- (f) Each Permit shall have a maximum term of permission not to exceed six months, except in the case of a-frame style signs for which the term of permission may be indefinite. Shorter terms of permission may be established based upon the seasonal suitability and stated need for certain types of encroachments.
- (g) Adequate lighting shall be available within the immediate surroundings to ensure that all encroachment objects are sufficiently visible to pedestrians on the sidewalk at all times of the day.
- (h) A Temporary Use Encroachment Permit must be issued to/received by the applicant prior to placement of any sidewalk right of way encroachments. Prior to issuance of the Permit, all applicants are required to have the following assurance documents on file with the City Clerk:
 - (i) A fully executed City of Cedarburg Hold Harmless and Indemnity Agreement Form.
 - (j) The City Planner, Building Inspector, or Plan Commission may attach conditions of approval to any Temporary Washington Avenue Sidewalk Right of Way Encroachment Permit.

SECTION 2. Severability. If any provision of this ordinance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions of this ordinance.

SECTION 3. Effective Date: This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Passed and adopted this 25th day of August, 2025.

Patricia Thome, Mayor

Attest:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: August 25, 2025

ITEM NO: B.

TITLE:

Discussion and possible action on bids received for the 2025 Micro Surfacing Project construction contract

ISSUE SUMMARY:

This is the second year for Micro Surfacing in the City and the work is being planned for Hamilton Road from Washington Avenue to the Railroad tracks. Micro surfacing consists of applying a mixture of polymer modified asphalt emulsion, aggregate, mineral filler, additives and water to the surface of a properly prepared roadway surface. The treatment is applied at approximately 3/8" thick and can fill cracks up to one inch in depth. Micro surfacing protects the pavement against oxidation and water intrusion and can add 7 to 10 years to a pavement's lifespan.

Staff advertised and received bids for the 2025 Micro Surfacing Project. A total of 2 bids were received with the low bid of \$20,588.75 being submitted by Struck & Irwin Paving, Inc. Struck & Irwin's bid was right around the engineer's estimate and within budget.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

None

BUDGETARY IMPACT:

This will come out of the \$60,000 that was budgeted for Asphalt Repairs

ATTACHMENTS:

1. Bid Tab-Microsurfacing

INITIATED/REQUESTED BY:

Mike Wieser

FOR MORE INFORMATION CONTACT:

Mike Wieser, Engineer/Public Works Director

City of Cedarburg 2025 Micro Surfacing Project 2025-07 - Bid Tab

				Struck & Irwin Paving, Inc.		Fahrner Asphalt Sealers	
Item #	Description	Units	Quantity	Unit Price	Total	Unit Price	Total
1.	Traffic Control	LS	1	\$452.50	\$452.50	\$500.00	\$500.00
2.	Micro surfacing	SY	4,525	\$4.45	\$20,136.25	\$5.65	\$25,566.25

Struck & Irwin Paving, Inc.	Fahrner Asphalt Sealers
Total= \$20,588.75	Total = \$26,066.25

CITY OF CEDARBURG

MEETING DATE: August 25, 2025

ITEM NO: C.

TITLE:

Discussion and possible action on bids received for the 2025 Asphalt Pavement Repair Program construction contract

ISSUE SUMMARY:

Staff advertised and received bids for the 2025 Asphalt Pavement Repair Program. This year's program involves the resurfacing of approximately 1,000 square yards of deteriorated asphalt on Arbor Drive, Westlawn Avenue and the Hamilton/Hilbert intersection. The surface layer of asphalt has deteriorated in these areas and the best fix is to mill and overlay the top 2 inches of asphalt.

A total of 3 bids were received with the low bid of \$41,930.00 being submitted by All-Ways Contractors Inc. All-Ways' bid was just above the engineer's estimate and within budget when incorporating savings from other projects. All-Ways has successfully completed projects for the City in the past.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

None

BUDGETARY IMPACT:

This will come out of the \$60,000 budgeted for the Asphalt Repairs.

ATTACHMENTS:

1. Bid tab-Asphalt repair

INITIATED/REQUESTED BY:

Mike Wieser

FOR MORE INFORMATION CONTACT:

Mike Wieser, Engineer/Public Works Director

City of Cedarburg 2025 Asphalt Pavement Repair Project 2025-06 - Bid Tab

Item #	Description	Units	Quantity	All-Ways Contractors Inc.		Wolf Paving		Paye & Dolan	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control	LS	1	\$3,230.00	\$3,230.00	\$2,500.00	\$2,500.00	\$4,400.00	\$4,400.00
2	2" Mill & Overlay	SY	1,000	\$38.70	\$38,700.00	\$39.90	\$39,900.00	\$39.00	\$39,000.00
TOTAL					\$41,930.00		\$42,400.00		\$43,400.00

CITY OF CEDARBURG

MEETING DATE: August 25, 2025

ITEM NO: D.

TITLE:

Discussion and possible action on Safe Drinking Water Loan Program Lead Service Line Replacement Financial Assistance Agreement

ISSUE SUMMARY:

As part of the lead service line replacement program, through Cedarburg Light & Water Utility, the City is entering into a Financial Assistance Agreement (FAA) with the State of Wisconsin under the Safe Drinking Water Loan Program (SDWLP). This agreement sets forth the requirements for a loan in the amount of \$1,453,780 specifically for the replacement of private and public lead service lines. The loan will have a fixed interest rate of 0.25% per annum and a term of 20-years.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Finance Committee approved of this funding program at the August 20, 2024 meeting.

BUDGETARY IMPACT:

ATTACHMENTS:

1. Cedarburg LSL 5628-03 FAA

INITIATED/REQUESTED BY:

Mikko Hilvo, Kelly Livingston

FOR MORE INFORMATION CONTACT:

Mikko Hilvo, City Administrator

Kelly Livingston, Finance Director

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 10/24

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE REPLACEMENT

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF CEDARBURG

\$1,453,780

FINANCIAL ASSISTANCE AGREEMENT

Dated as of September 10, 2025

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 45211
Safe Drinking Water Loan Program Project No. 5628-03

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EXHIBIT F	PROJECT MANAGER SUMMARY PAGE
EXHIBIT G	LIST OF FEDERAL LAWS AND AUTHORITIES
EXHIBIT H	BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated September 10, 2025, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Cedarburg, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality has demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality with respect to a general obligation of the Municipality, for repayment of the Loan; and

WHEREAS, the Municipality, when required, obtained DNR approval of facility plans or engineering reports, and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 27, 2024, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the SDWLP.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of financial assistance to the Municipality.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Lead Service Line" or "LSL" means (i) all or a portion of a water Service Line constructed of lead, and/or (ii) all or a portion of a water Service Line constructed of galvanized material that is or was downstream of lead.

"Lead Service Line Replacement Program" means the subprogram of the SDWLP which provides funding from the Bipartisan Infrastructure Law for replacement of Lead Service Lines and is managed and administered by DNR and DOA.

"Loan" means the loan or loans made by the SDWLP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table, maintained by DOA, with columns for inserting the following information:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute general obligations of the Municipality, and the full faith and credit of the Municipality is pledged for the payment of principal thereof and interest thereon as and when it becomes due; and
- (e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means the City of Cedarburg, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission on February 15, 2017, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned SDWLP Project No. 5628-03 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s), if any, for the plans and specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality or the applicable private property owner, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the corporation stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on the served property.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.61(5)(b), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.09 hereof.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water Rates" means a charge or system of charges levied on users of a water system for the user's proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) Reserved.
- (b) Pursuant to the Statute, the SDWLP has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Reserved.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.
- (g) The Project is on the DNR funding list for the 2025 state fiscal year. If the Municipality fails to make a principal repayment or interest payment after its due date, DOA shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting with DNR, DOA may collect all amounts due by deducting those

amounts from any state payments due the Municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If DOA collects amounts due, it shall remit those amounts to the fund to which they are due and notify DNR of that action.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), (u), and (dd) covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$1,453,780 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality any basis therefor:

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
- (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
- (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or
- (4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued and legally-binding general obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Loan and authorizing the execution and delivery of this FAA and the transactions contemplated hereunder and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority, and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own any public portion of the Project, carry on its activities relating thereto, undertake and complete or cause the property owner to undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Loan made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Bonds shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) Reserved.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) Reserved.

(r) Reserved.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145, Wis. Stats.

(t) The Municipality has levied a tax that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the Wisconsin Fund construction grants program, the SDWLP or the CWFP.

(v) Reserved.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is October 1, 2025.

(x) If the Municipality fails to make a principal repayment or interest payment after its due date, the department of administration shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting the department, the department of administration may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If the department of administration collects amounts due, it shall remit those amounts to the fund to which they are due and notify the department of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Water System or, in the case of a joint utility system, to bill the users of the Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) Reserved.

(cc) The Municipality acknowledges that they have final responsibility for assuring compliance with all federal requirements of the Lead Service Line Replacement Program whether the work is completed under a municipally-bid contract or completed utilizing a prequalified list of plumbers and contractors from which property owners contract directly.

(dd) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a Service Line that is still partially lead.

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$1,453,780. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of zero and 250/1000ths percent (0.250%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed from the date of disbursement until the date such amounts are repaid.

(d) The Department of Administration shall maintain a Loan Disbursement Table on its website <http://eif.doa.wi.gov/start.asp>. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(e) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Loan.

(f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a general obligation evidenced by issuance of general obligation bonds or notes pursuant to ch. 67, Wis. Stats. The security for the Municipality's obligation to meet the annual debt service requirements shall be the full faith and credit of the Municipality and an irrevocable levy of ad valorem taxes and may include revenues of the Water System which are appropriated and irrevocably deposited in the debt service fund for the Municipal Obligations. Pursuant to s. 67.05(10), Wis. Stats., the tax levy may be reduced by the amounts of revenues so deposited. The Loan is also secured as provided in Section 3.07 hereof.

Section 3.03. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on September 10, 2025. It is understood that the actual amount of the Municipality's Loan payments shall be based on the actual dates and amounts of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully

amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.04. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may be prepaid with prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent. Advance notice of prepayment requests must be submitted to doaeif@wisconsin.gov. Only electronic prepayments will be accepted and payments must occur on the published DNR and DOA disbursement dates.

(b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations unless otherwise agreed to by the State.

Section 3.05. Disbursement of Loan Proceeds

(a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Loan proceeds is requested have been incurred by the Municipality or the applicable private property owner.

(b) The SDWLP, through its agents or Trustee, plans to make disbursements of Loan proceeds on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Loan proceeds are not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Loan proceeds are fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment.

(d) The SDWLP or its agent shall disburse Loan proceeds only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(e) Disbursement to the Municipality beyond ninety-five percent (95%) of the total principal amount of the Loan, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

- (1) DNR is satisfied that the Project has been completed, and DNR has approved all change orders relating to the Project;
- (2) the Municipality certifies to DNR its acceptance of the Project from its contractors, if applicable;
- (3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C); and
- (4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(f) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.06. Remedies

(a) If the Municipality or any agent thereof:

- (1) is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the

SDWLP by deducting those amounts from any State payments due the Municipality, or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(3) In the case of a joint utility system, the SDWLP may bill the users of the Water System directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Loan As security for the Loan hereunder, the Municipality hereby pledges the full faith and credit of the Municipality and an irrevocable levy of ad valorem taxes (which is a dedicated source of revenue) in accordance with the terms of the Municipal Obligation Resolution and may include revenues of the Water System which are appropriated and irrevocably deposited in the debt service fund for the Municipal Obligations; provided, however, that any such revenues of the Water System shall not be derived from rate-payer funds. Pursuant to s.67.05(10), Wis. Stats., the tax levy may be reduced by the amounts of revenues so deposited.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

Section 3.09. Other Amounts Payable The Municipality hereby expressly agrees to pay to the SDWLP:

- (a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and
- (b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.09 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance When utilizing a municipally-bid contract, the Municipality agrees to maintain property and liability insurance for the Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of the Loan.

In the event the Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Project.

Section 4.02. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.

(b) During construction of the Project, if a Lead Service Line is replaced that results in creation of a partial Lead Service Line due to the remaining portion of the Service Line also containing lead, or containing galvanized iron or galvanized steel that is or has been downstream of lead, the SDWLP shall not provide funding for the Lead Service Line replacement until the remaining side of the Service Line has also been replaced.

(c) Pitcher filters or point-of-use filtration that have been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under any municipally-bid construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality or the applicable property owner shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation which will include, for each replacement:

- (1) property address,
- (2) property type (residential, school, daycare, commercial, other),
- (3) original Service Line material,
- (4) new Service Line material; and
- (5) Service Line ownership (public, private, both).

(c) As applicable, the Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project, the Municipality shall:

(1) complete and deliver to DNR the documentation described in Section 4.04(b) above;

(2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit E of this FAA; and

(3) if the Project included work performed under a municipally-bid contract, prepare and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA.

(4) certify to DNR its acceptance of the Project from its contractors, subject to claim against contractors and third parties;

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Loan amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance, which shall be at the sole discretion of the State, depends on, among other things, the availability of funds, pursuant to the Statute and the Regulations.

(b) In the event Loan proceeds are not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Loan proceeds, and shall not be entitled to any reimbursement thereof from the SDWLP, or bonds issued to fund financial assistance, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment to this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA or DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the plans and specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, and build the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely to Project Costs.

Section 5.02. Reserved

Section 5.03. Compliance with Law At all times during construction of the Project, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any).

Section 5.04. Reserved

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Loan proceeds shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Loan; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project records at all reasonable times, include provisions in any municipally-bid contracts permitting access during construction, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection When utilizing a municipally-bid contract, the Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with applicable building codes.

Section 5.09. Reserved

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Project; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

(c) The Municipality shall follow all federal statutes and regulations prohibiting discrimination, without limitation, including the following:

- (1) Age Discrimination Act, Pub. L. 94-135
- (2) Equal Employment Opportunity, Executive Order 11246
- (3) Section 13 of the Clean Water Act, Pub. L. 92-500
- (4) Section 504 of the Rehabilitation Act, Pub. L. 93-112 supplemented by Executive Orders 11914 and 11250

(5) Title VI of the Civil Rights Act, Pub. L 88-352

(6) Participation by Disadvantaged Business Enterprises in Procurement, s. NR 162.08(4) and s. NR 166.11(4) Wis. Adm. Code.

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Loan.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to applicable building codes. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement made under the Loan to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment.

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and

(4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by

contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law 115-114 for products used in the Project that are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance) For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468. Without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

Section 5.24. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit G of this FAA.

ARTICLE VI MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when electronically delivered, hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM

101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864

- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) CITY OF CEDARBURG
W63 N645 WASHINGTON AVENUE
PO BOX 49
CEDARBURG WI 53012-0049

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional loans for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying,

granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which financial assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate financial assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF CEDARBURG

By: _____
Patricia J. Thome
Mayor

Attest: _____
Tracie Sette
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET

CITY OF CEDARBURG
SDWLP Project No. 5628-03

	Total Project Costs	Ineligible Costs Paid with Internal Funds	SDWLP Total Award Amount for this Project
Force Account	30,000.00	0.00	30,000.00
Interim Financing	0.00	0.00	0.00
Preliminary Engineering	20,000.00	0.00	20,000.00
Land or Easement Acquisition	0.00	0.00	0.00
Engineering/Construction Mgmt.	130,000.00	0.00	130,000.00
Construction/Equipment	728,350.00	0.00	728,350.00
Contingency	565,630.00	32,500.00	533,130.00
Miscellaneous Costs	0.00	0.00	0.00
SDWLP Closing Costs	12,300.00	0.00	12,300.00
TOTAL	\$1,486,280.00	\$32,500.00	\$1,453,780.00

Cedarburg, City, Wisconsin**Exhibit B**

Project #5628-03 Safe Drinking Water LSL Loan Program

Loan Closing Date:

September 10, 2025

Payment Date	Principal Payment	Interest Rate	Interest	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-26	70,977.72	0.250%	2,332.11	73,309.83	73,309.83	0.00
1-Nov-26	0.00	0.250%	1,728.50	1,728.50	0.00	75,038.33
1-May-27	71,155.17	0.250%	1,728.50	72,883.67	74,612.17	0.00
1-Nov-27	0.00	0.250%	1,639.56	1,639.56	0.00	74,523.23
1-May-28	71,333.05	0.250%	1,639.56	72,972.61	74,612.17	0.00
1-Nov-28	0.00	0.250%	1,550.39	1,550.39	0.00	74,523.00
1-May-29	71,511.39	0.250%	1,550.39	73,061.78	74,612.17	0.00
1-Nov-29	0.00	0.250%	1,461.00	1,461.00	0.00	74,522.78
1-May-30	71,690.17	0.250%	1,461.00	73,151.17	74,612.17	0.00
1-Nov-30	0.00	0.250%	1,371.39	1,371.39	0.00	74,522.56
1-May-31	71,869.39	0.250%	1,371.39	73,240.78	74,612.17	0.00
1-Nov-31	0.00	0.250%	1,281.55	1,281.55	0.00	74,522.33
1-May-32	72,049.06	0.250%	1,281.55	73,330.61	74,612.16	0.00
1-Nov-32	0.00	0.250%	1,191.49	1,191.49	0.00	74,522.10
1-May-33	72,229.19	0.250%	1,191.49	73,420.68	74,612.17	0.00
1-Nov-33	0.00	0.250%	1,101.21	1,101.21	0.00	74,521.89
1-May-34	72,409.76	0.250%	1,101.21	73,510.97	74,612.18	0.00
1-Nov-34	0.00	0.250%	1,010.69	1,010.69	0.00	74,521.66
1-May-35	72,590.78	0.250%	1,010.69	73,601.47	74,612.16	0.00
1-Nov-35	0.00	0.250%	919.96	919.96	0.00	74,521.43
1-May-36	72,772.26	0.250%	919.96	73,692.22	74,612.18	0.00
1-Nov-36	0.00	0.250%	828.99	828.99	0.00	74,521.21
1-May-37	72,954.19	0.250%	828.99	73,783.18	74,612.17	0.00
1-Nov-37	0.00	0.250%	737.80	737.80	0.00	74,520.98
1-May-38	73,136.58	0.250%	737.80	73,874.38	74,612.18	0.00
1-Nov-38	0.00	0.250%	646.38	646.38	0.00	74,520.76
1-May-39	73,319.42	0.250%	646.38	73,965.80	74,612.18	0.00
1-Nov-39	0.00	0.250%	554.73	554.73	0.00	74,520.53
1-May-40	73,502.72	0.250%	554.73	74,057.45	74,612.18	0.00
1-Nov-40	0.00	0.250%	462.85	462.85	0.00	74,520.30
1-May-41	73,686.48	0.250%	462.85	74,149.33	74,612.18	0.00
1-Nov-41	0.00	0.250%	370.74	370.74	0.00	74,520.07
1-May-42	73,870.69	0.250%	370.74	74,241.43	74,612.17	0.00
1-Nov-42	0.00	0.250%	278.40	278.40	0.00	74,519.83
1-May-43	74,055.37	0.250%	278.40	74,333.77	74,612.17	0.00
1-Nov-43	0.00	0.250%	185.83	185.83	0.00	74,519.60
1-May-44	74,240.50	0.250%	185.83	74,426.33	74,612.16	0.00
1-Nov-44	0.00	0.250%	93.03	93.03	0.00	74,519.36
1-May-45	74,426.11	0.250%	93.03	74,519.14	74,612.17	74,519.14

Totals	1,453,780.00		37,161.09	1,490,941.09	1,490,941.09	1,490,941.09
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Net Interest Rate	0.2500%
Bond Years	14,864.4423
Average Life	10.2247

The above schedule assumes full disbursement of the loan on the loan closing date.

01-Aug-25 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at <http://eif.doa.wi.gov/>. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at <http://eif.doa.wi.gov/>.

Available Report

Auditor Verification Report

Information Provided

Information commonly requested by municipal auditors.
Available for completed calendar years.

Loan Account History

Loan disbursements, principal payments, and loan balance.

Loan Payment Schedule

Future principal and interest payments for disbursements.

Payment History

Past principal and interest payments.

Disbursement History

Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due

November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov.
The first available staff will respond to your inquiry.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Cedarburg (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5628-03 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 5628-03 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.

EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Notice: This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the DNR is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality
City of Cedarburg

Project Number
5628-03

Project Description
BIL SFY25 LSL Program

Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No ☒				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
SAMPLE: ABC Engineering, LLC.	X MBE ☐ WBE ☐ Other	Non-construction	10,000	9,950	WisDOT
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
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	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				

* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form	Email Address	Phone Number

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF CEDARBURG
SDWLP Project No. 5628-03

1. **Project Description:** The Municipality has bid a municipal contract to replace an estimated 160 private side LSLs. One hundred additional LSL replacements were added as part of a change order, for a total of 260. The corresponding public side lines are being replaced under a watermain project, which is not funded by the SDWLP.

Property owners are responsible for paying the cost of their LSL replacement and the Municipality is providing the option to pay in cash or elect an interest free loan with a term of 20 years.

Eligible replacements under this FAA consist of the replacement of Lead Service Lines from the corporation stop or the curb stop of a municipally-owned water main or Service Line to the meter, or other water utility service terminal on the served property.

All LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized Service Lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a Service Line that is temporarily composed partially of lead, the water utility is required to provide the customer with filtration during the time between replacements. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Filters must also be supplied for six months following full LSL replacement. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement is recommended to be completed within 45 days of the initial replacement of a portion of the Lead Service Line but should be replaced within 90 days, unless the public side of the Lead Service Line was replaced prior to participation in the LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit H.

2. **Ineligible Costs:** \$32,500.00 of Contingency is ineligible for funding. This amount is a portion of the change order related to freezing water service while replacing curb stop valves.

The budget contains costs of \$6,250.00 for Spot Relay Sanitary Lateral. These costs are only eligible, and therefore reimbursable, in cases where a Lead Service Line cannot be replaced without damaging the sanitary lateral. These costs can only be reimbursed when before and after photos of each lateral and any additional information DNR requires for review and approval are submitted ahead of sending a request for disbursement.

Change Order #1 also contains an additional \$6,250.00 for Spot Relay Sanitary Lateral. These costs are also only reimbursable when before and after photos of each lateral and any additional information DNR requires for review and approval are submitted ahead of sending a request for disbursement.

In general, costs that are ineligible for inclusion under this FAA include:

- LSL replacements where either the public side or the private side contains lead and has not been replaced (partial replacements);
- Watermain replacements, even if the watermain has lead joints;
- Premise plumbing, which includes anything downstream of the normal connection point inside the home.

3. Other Funding Sources: The Municipality will use internal funds to cover the ineligible costs of \$32,500.
4. Miscellaneous Costs: As shown in the Project Budget Sheet (Exhibit A), no Miscellaneous costs were identified in the review of this Project.
5. Contingency Allowance: The contingency allowance of \$533,130.00 is five percent of the amount of uncompleted construction work adjusted for DNR reviewed change orders. The Municipality must obtain DNR approval of change orders prior to requesting reimbursement.

Base contingency (Uncompleted construction work x 5%)	\$36,417.50
MRJ, Inc. DBA Joski Sewer Contract No. 2210848 CO No. 1	\$496,712.50
Total Contingency Allowance	\$533,130.00

6. DBE Good Faith Effort: The Municipality made a good faith effort by soliciting DBEs during bidding. The prime contractor, MRJ, Inc. DBA Joski Sewer, made a good faith effort by reaching out to several DBEs on the Universal Certification Program directory. No DBEs are expected to perform work on this Project. Contractors are required to solicit for DBEs if they do any subcontracting.
7. Davis-Bacon Wage Rate Requirements: For projects where the work was bid as a municipal contract, all work must comply with Davis-Bacon and Related Acts requirements.
8. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.
9. Environmental Review: The SDWLP has determined through an Environmental Assessment that the project will result in a Categorical Exclusion, under §6.204 (a)(1) with requirements and recommendations. A construction site storm water permit may be required if the contiguous project area exceeds one acre. Additionally, voluntary Yellow Bumble Bee and Rusty Patched Bumble Bee conservation measures are recommended, where applicable, as it relates to replanting right-of-way areas that are disturbed during construction. The recommendations are: use native trees, shrubs, and flowering plants in landscaping, provide plants that bloom from spring through fall, and remove and control invasive plants in any habitat used for foraging, nesting, or overwintering.
10. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than \$1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.
11. Closeout Documentation: At Project completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:
 1. property address,
 2. property type (residential, school, daycare, commercial, other),
 3. original Service Line material,
 4. new Service Line material; and,
 5. Service Line ownership (public, private, both).

EXHIBIT G

LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Environmental Justice (Executive Order 12898)
- Equal Employment Opportunity (Executive Order 11246)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

EXHIBIT H
BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

➤ **Participants in the Lead Service Line Replacement Program are expected to follow these steps.**

Lead Service Line Replacement Requirements under the Lead & Copper Rule Revisions (LCRR)

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s) served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
 - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
 - Provide information about the health effects of lead.
 - Provide information about actions consumers can take to minimize their exposure to lead in drinking water.
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s) with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to NSF/ANSI 53 for the reduction of lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer.

CITY OF CEDARBURG

MEETING DATE: August 25, 2025

ITEM NO: E.

TITLE:

Discussion and possible action on Resolution 2025-13 authorizing the issuance and sale of up to \$1,453,780 taxable General Obligation Water System Promissory Notes, Series 2025, and providing for other details and covenants with respect thereto

ISSUE SUMMARY:

Resolution No. 2025-13 authorizes the issuance of General Obligation promissory notes, not to exceed \$1,453,780, to fund phase two (2) of the Safe Drinking Water Loan Program Project No. 5628-03.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS:

1. Res 2025-13 SDW -Note Resolution
2. Cedarburg budget 5628-03 Draft (6-10-25 for 2025 construction project) pg 1
3. Cedarburg budget 5628-03 Draft (6-10-25 for 2025 construction project) pg 2

INITIATED/REQUESTED BY:

Kelly Livingston

FOR MORE INFORMATION CONTACT:

Kelly Livingston, Finance Director

RESOLUTION NO. 2025-13

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$1,453,780 TAXABLE GENERAL OBLIGATION WATER SYSTEM
PROMISSORY NOTES, SERIES 2025,
AND PROVIDING FOR OTHER DETAILS AND COVENANTS
WITH RESPECT THERETO

WHEREAS, the City of Cedarburg, Ozaukee County, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements, including the replacement of lead service lines, are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 5628-03 by the Department of Natural Resources; and

WHEREAS, under the provisions of Section 67.12(12), Wisconsin Statutes, any municipality (as defined in Section 67.01(5), Wisconsin Statutes) may, by action of its governing body, issue promissory notes as evidence of indebtedness for any public purpose (as defined in Section 67.04(1)(b), Wisconsin Statutes) which promissory notes are general obligations of the municipality; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell general obligation promissory notes of the Municipality, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, such notes are to be issued for purposes of Sections 281.58, 281.59, 281.60 or 281.61, Wisconsin Statutes; and

WHEREAS, due to certain provisions of the Internal Revenue Code of 1986, as amended, it is necessary to issue such notes on a taxable basis, and the State of Wisconsin Safe Drinking Water Loan Program has approved the issuance of such notes on a taxable basis.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Chapter 67, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Notes;

(c) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "debt service fund" as such term is defined in the Act;

(d) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Notes are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(e) "Fiscal Year" means the twelve-month period ending on each December 31;

(f) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(g) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(h) "Municipality" means the City of Cedarburg, Ozaukee County, Wisconsin;

(i) "Notes" means the \$1,453,780 Taxable General Obligation Water System Promissory Notes, Series 2025, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(j) "Note Year" means the twelve-month period ending on each May 1;

(k) "Project" means the Project described in the preamble to this Resolution; and

(l) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date.

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of \$1,453,780; and fully registered general obligation promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Water System Promissory Notes, Series 2025" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the

Notes shall be payable commencing on May 1, 2026 and semiannually thereafter on May 1 and November 1 of each year. The Notes shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

Section 4. Form, Execution, Registration and Payment of the Notes. The Notes shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Notes shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Notes shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Note will be payable upon presentation and surrender of the Note to the Bond Registrar. Payment of principal on the Note and each installment of interest shall be made to the registered owner of each Note who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Application of Note Proceeds; Borrowed Money Fund. The sale proceeds of the Notes (exclusive of accrued interest and any premium received, which shall be deposited in the Debt Service Fund) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "Taxable General Obligation Water System Promissory Notes, Series 2025, Borrowed Money Fund" (hereinafter referred to as the "Borrowed Money Fund"). Monies in the Borrowed Money Fund shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law. Moneys in the Borrowed Money Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 6. Tax Levy. (a) For the express purpose of paying interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, the full faith, credit and taxing powers of the Municipality are hereby pledged and there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a direct, annual irrevocable tax in an amount and at the times sufficient for that purpose. This tax shall be levied in the years 2025 through 2044, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2026 through 2045, inclusive, when due.

Assuming the entire principal amount of the Notes is drawn as of the closing date, this tax will be levied for collection in the following years in the following amounts:

<u>Tax Collection</u> <u>Year</u>	<u>Amount</u>
2026	\$75,038.33
2027	74,523.23
2028	74,523.00
2029	74,522.78
2030	74,522.56
2031	74,522.33
2032	74,522.10
2033	74,521.89
2034	74,521.66
2035	74,521.43
2036	74,521.21
2037	74,520.98
2038	74,520.76
2039	74,520.53
2040	74,520.30
2041	74,520.07
2042	74,519.83
2043	74,519.60
2044	74,519.36
2045	74,519.14

The actual tax carried onto the tax rolls each year shall equal the amount necessary to repay the actual principal amount drawn under the Notes, and any interest thereon, when due.

(b) The Municipality shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried into the tax rolls of the Municipality and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Fund created in Section 7 hereof.

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

Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "Taxable General Obligation Water System Promissory Notes, Series 2025 Debt Service Fund" (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery of the

Notes shall be paid into the Debt Service Fund. Interest on or principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) and 67.10(3), Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the Municipality.

Section 9. Operation of Project; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Notes, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 10. Sale of Notes. The sale of the Notes to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$1,453,780 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

Section 12. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Notes, and after issuance of any of the Notes no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 11, until all of the Notes have been paid in full as to both principal and interest. The owner or owners of any of the Notes shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to take any and all actions necessary to carry out all of the provisions and agreements contained in this Resolution.

Section 13. Requirements of Municipality. The officers of the Municipality, staff of the Municipality, attorneys for the Municipality, financial consultants of the Municipality, or other agents or employees of the Municipality are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all of the provisions of this Resolution.

Section 14. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Notes.

Section 15. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 16. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: August 25, 2025

Approved: August 25, 2025

Patricia J. Thome
Mayor

Attest:

Tracie Sette
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
OZAUKEE COUNTY
CITY OF CEDARBURG

REGISTERED
\$ _____

TAXABLE GENERAL OBLIGATION WATER SYSTEM
PROMISSORY NOTE, SERIES 2025

Final
Maturity Date

May 1, 2045

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN
PROGRAM

FOR VALUE RECEIVED the City of Cedarburg, Ozaukee County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed _____ DOLLARS (\$_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2026 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2026.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2026 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Note is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Note shall not be redeemable prior to its maturity, except as provided in the Financial Assistance Agreement.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the cost of the replacement of lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted August 25, 2025, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$1,453,780 Taxable General Obligation Water System Promissory Notes, Series 2025, and Providing for Other Details and Covenants With Respect Thereto". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrepealable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF CEDARBURG, WISCONSIN

(SEAL)

By: _____
Patricia J. Thome
Mayor

By: _____
Tracie Sette
City Clerk

COPY

(Form of Assignment)

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

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$1,453,780

CITY OF CEDARBURG, WISCONSIN
TAXABLE GENERAL OBLIGATION WATER SYSTEM
PROMISSORY NOTES, SERIES 2025

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Notes</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Amount</u>
May 1, 2026	\$70,977.72
May 1, 2027	71,155.17
May 1, 2028	71,333.05
May 1, 2029	71,511.39
May 1, 2030	71,690.17
May 1, 2031	71,869.39
May 1, 2032	72,049.06
May 1, 2033	72,229.19
May 1, 2034	72,409.76
May 1, 2035	72,590.78
May 1, 2036	72,772.26
May 1, 2037	72,954.19
May 1, 2038	73,136.58
May 1, 2039	73,319.42
May 1, 2040	73,502.72
May 1, 2041	73,686.48
May 1, 2042	73,870.69
May 1, 2043	74,055.37
May 1, 2044	74,240.50
May 1, 2045	74,426.11

Project Budget Sheet				B	E	F
Budget Line Items			Total Project	5628-03 SDW Private side Costs	Ineligible Costs	Total Costs
1	Force Account Work	#1 Total				
				\$ 30,000.00	\$ -	\$ -
		#1 Total		\$ 30,000.00	\$ -	\$ -
2	Interim Financing					
	b.			\$ -		
		#2 Total		\$ -	\$ -	\$ -
3	Preliminary Design/Engineering					
	RA Smith			\$ 20,000.00		\$ 20,000.00
		#3 Total		\$ 20,000.00	\$ -	\$ 20,000.00
4	Land or Easement Acquisition					
					\$ -	\$ -
		#4 Total		\$ -	\$ -	\$ -
5	Construction Management/Engineering					
	a. RA Smith			\$ 130,000.00		\$ 130,000.00
		#5 Total		\$ 130,000.00	\$ -	\$ 130,000.00
6	Construction/Equipment					
	a. MRJ Construction		\$ 728,350.00	\$ 728,350.00	\$ -	\$ 728,350.00
		#6 Total		\$ 728,350.00	\$ -	\$ 728,350.00
7	Contingency & Change Orders					
	Change Order			\$ 529,212.50		
	Contingency			\$ 100,000.00		\$ 100,000.00
		#7 Total		\$ 629,212.50	\$ -	\$ 629,212.50
8	Miscellaneous Costs					
	Admin			\$ -		\$ -
	Geotechnical Investigation			\$ -		\$ -
	Wetland Delineation			\$ -		\$ -
	Legal Fees			\$ -		\$ -
	Fees and Permits			\$ -		\$ -
		#8 Total		\$ -	\$ -	\$ -
9	Closing Costs					
	a. Bond Counsel			\$ 15,000.00		\$ 15,000.00
		#9 Total		\$ 15,000.00	\$ -	\$ 15,000.00
10	Total Project Costs TOTAL			\$ 1,552,562.50	\$ -	\$ 1,522,562.50

Funding Awarded

Funding List

\$1,463,000

Send a copy to the CME for verification of amount.			Total
Contract Details	SDW	CWF	
Base Contract	2,200,125	2,200,125	
Non EIF Funded - Other Funding	1,007,962	867,197	
Ineligible Costs	324,967	324,966	
Contingency Allowance	-		
DBE Penalty	-		
Total	867,196	1,007,962	
% Complete	0%	0%	
Contractor Payment Appl. Date			
Uncompleted Construction	867,196	1,007,962	1,875,158
Contingency @ 5%	43,360	50,398	93,758
Change Order Details			
CO #1	-		-
CO #2	-		-
CO #3			-
CO #4	-		-
Additional Contingency			-
Change Order Total	-	-	-
Avail. Contingency	43,360	50,399	93,758

Comments:

All change orders must be reviewed and approved by the CME prior to inclusion in the FAA. Only reviewed in-house change orders may be may be added and/or deducted to this worksheet and included in the FAA.
 Include any comments to this worksheet on the Project Manager Summary page of the FAA.
 Additional contingency must be approved by the CME.

CITY OF CEDARBURG

MEETING DATE: August 25, 2025

ITEM NO: F.

TITLE:

Discussion and possible action on Scope of Engagement letter setting forth the role of bond counsel in connection with the issuance of the \$1,453,780 Taxable General Obligation Water System Promissory Notes, Series 2025.

ISSUE SUMMARY:

STAFF RECOMMENDATION:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS:

1. Cedarburg, C of - 25 SDW - Scope of Engagement

INITIATED/REQUESTED BY:

FOR MORE INFORMATION CONTACT:



411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Denver
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
St. Louis
San Diego
Tampa
Tucson
Washington, D.C.

August 11, 2025

VIA EMAIL

Ms. Tracie Sette
City Clerk
City of Cedarburg
W63 N645 Washington Avenue
Cedarburg, WI 53012

Scope of Engagement Re: Proposed Issuance of \$1,453,780 City of Cedarburg (the "City") Taxable General Obligation Water System Promissory Notes, Series 2025 (Safe Drinking Water Loan)

Dear Tracie:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Notes (the "Securities") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;

- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be included in gross income for federal income tax purposes.

The opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of:

- i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$12,300 including all expenses. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice

Ms. Tracie Sette
August 11, 2025
Page 4

insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Jacob Lichter / TAB

Jacob P. Lichter

JPL:TAB

#200026.00025

cc: Mikko J. Hilvo (via email)
Kelly Livingston (via email)
Maureen Hartjes (via email)
Mike Wieser (via email)
Troy Hartjes (via email)
Michael Herbrand, Esq. (via email)
Bridgette J. Keating (via email)
Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF CEDARBURG

By: _____

Its: _____

Title

Date: _____

CITY OF CEDARBURG

MEETING DATE: August 25, 2025

ITEM NO: G.

TITLE:

Discussion and possible action on designation of City's Official Newspaper for ensuing year

ISSUE SUMMARY:

This agenda item is an annual occurrence naming the News Graphic as the City's official newspaper for the 2025-2026.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

n/a

BUDGETARY IMPACT:

n/a

ATTACHMENTS:

None

INITIATED/REQUESTED BY:

Tracie Sette

FOR MORE INFORMATION CONTACT:

Tracie Sette, City Clerk

CITY OF CEDARBURG

MEETING DATE: August 25, 2025

ITEM NO: H.

TITLE:

Certification of the Code of Ethics except for the Community Development Authority and Landmarks Commission, which will be certified at the next regular meeting.

ISSUE SUMMARY:

STAFF RECOMMENDATION:

None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

n/a

BUDGETARY IMPACT:

n/a

ATTACHMENTS:

1. 2025 ethics cert

INITIATED/REQUESTED BY:

Tracie Sette

FOR MORE INFORMATION CONTACT:

Tracie Sette, City Clerk



August 25, 2025

I, Tracie Sette, City Clerk for the City of Cedarburg, do hereby certify that the City's Code of Ethics has been distributed and reviewed by all boards, commissions and committees pursuant to the requirements of Sec. 2-5-10 of the Municipal Code, with the exception of the Community Development Authority (on call) and Landmarks Commission (8/28).

The Ethics Code will be placed on the next agenda of the Community Development Authority and the August 28th Landmark's Commission meeting for their review and certification. Copies have also been distributed to all department heads for employee review.

A handwritten signature in cursive script that reads "Tracie Sette". The signature is written in dark ink and is positioned above a horizontal line.

Tracie Sette, City Clerk

Issue Summary

Purpose

To establish formal guidelines for the accumulation, use, and oversight of the Cedarburg Fire Department's Fund Balance, supporting long-term capital equipment planning and responsible allocation of annual budget surpluses.

Background

The Fund Balance Policy is developed in alignment with the Fire Department's future 7-year Capital Equipment Replacement Plan and the shared services framework outlined in the Fire Protection/Emergency Medical Services Agreement (approved June 2023). It ensures transparent and collaborative financial planning between the City and Town of Cedarburg.

The Fire & EMS Committee unanimously recommended the attached CFD Fund Balance Policy: Capital Equipment and Annual Surplus, which is established as part of the shared services agreement.

Key Provisions

Section Summary

Fund Sources Primary funding from EMS revenue and Fireman's Park Inc. donations; secondary support from fund balance and City/Town contributions per cost-share formula.

Fund Balance Accumulation Annual transfers for future capital purchases; year-end surplus split between City and Town for future operating expenses.

Allowable Uses Capital equipment per approved 7-year plan; emergency replacements critical to operations.

Approval Requirements All expenditures require budget-cycle approval; emergency purchases need post-event ratification; overages require separate approval.

Oversight & Review Annual reporting by Fire Chief; monitoring by City Finance Department; formal policy review every three years.

Fiscal Impact

This policy formalizes fund management practices, promotes long-term capital planning, and ensures surplus funds are reinvested to offset future operating costs. It supports fiscal sustainability and intergovernmental transparency.

Recommendation

Staff recommends Council approval of the Cedarburg Fire Department Fund Balance Policy: Capital Equipment and Annual Surplus, as endorsed by the Fire & EMS Committee.

Committee/Board Recommendation

Joint Fire and EMS committee recommended approval of the Fund Balance Policy at their July 24, 2025 meeting.

Cedarburg Fire Department Fund Balance Policy: Capital Equipment and Annual Surplus

Purpose

To establish guidelines for the use, accumulation, and oversight of the Cedarburg Fire Department's Fund Balance dedicated to capital equipment purchases, pursuant to the Department's 7-year Capital Equipment Plan developed by the Fire Chief and adopted as part of the annual budget process. This policy also addresses the allocation of annual Fire Department/EMS budget surplus funds.

Scope

This policy applies to the Fire Department's Capital Improvement Equipment Fund Balance and governs capital equipment expenditures funded by EMS revenue, Fireman's Park Inc. donations, fund balance, and other contributions from the City and Town including borrowed funds.

1. Fund Sources

- **Primary:** EMS-generated revenue and donations from Fireman's Park Inc.
- **Secondary:** If Firemen's Park Inc. dissolves or is unable to fully fund future capital equipment purchases, expenses shall be covered through:
 - Fire Department Capital Improvement Equipment Fund Balance (Ambulances, EMS equipment, other Fire/EMS capital equipment)
 - Additional contributions from the City and Town of Cedarburg for Fire/EMS capital equipment (following the cost share formula and approval process per Exhibit C of the FIRE PROTECTION/EMERGENCY MEDICAL SERVICES AGREEMENT approved by City of Cedarburg Common Council on June 12, 2023, and approved by Town of Cedarburg Town Board of Supervisors on June 16, 2023).

2. Fund Balance Accumulation

- Annual transfers for future ambulance and other future Fire/EMS capital equipment purchases will be transferred to the Fire Department Capital Improvement Equipment Fund each year in an amount not to exceed the budgeted amount.
- Remaining Fire Department/EMS budget funds (annual surplus) at year-end shall be split between the Town and City per the formula of Exhibit C of the FIRE PROTECTION/EMERGENCY MEDICAL SERVICES AGREEMENT referenced in Section 1. The Town and City will deposit those funds into their respective Fire & EMS Funds to be used on future budget year annual operating expenses to defray those costs.

3. Allowable Uses

Capital Improvement Equipment Fund Balance may only be used for:

- Purchases of capital equipment outlined in the Fire Chief's approved 7-year Capital Equipment Replacement Plan approved as part of the annual budget process.
- Emergency equipment replacements deemed critical to operational readiness.

4. Approval Requirements

- All capital equipment expenses funded through the Capital Improvement Equipment Fund Balance must be approved by the Common Council and Town Board as part of the annual operating budget.
- **Emergency Equipment Purchases:**
 - May be authorized outside of the budget cycle.
 - Must receive post-event approval from the Common Council and Town Board.
- **Overages:**
 - If a proposed expense exceeds the budgeted amount, it must be approved separately by both governing bodies prior to expenditure obligation.

6. Oversight & Review

- The Fire Chief shall annually present a Fund Balance Status Report alongside the Capital Equipment Plan to the Joint Fire and EMS commission, Common Council and Town Board.
- The City Finance Department shall monitor fund activity and ensure compliance with this policy.
- Formal review and reauthorization of this policy shall occur every three years or earlier if deemed necessary.

**CITY OF CEDARBURG
COMMON COUNCIL
AUGUST 11, 2025**

**CC20250811-1
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, August 11, 2025 at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers and online utilizing the Zoom app.

Mayor Thome called the meeting to order at 7:00 p.m. A moment of silence was observed, and the Pledge of Allegiance was recited.

Roll Call: Present - Mayor Patricia Thome, Council Members Melissa Bitter, Jim Fitzpatrick, Kristin Burkart, Robert Simpson, Kristian Lindo, Mark Mueller, Amanda Didier

Also Present - City Administrator Mikko Hilvo, City Clerk Tracie Sette, Attorney Michael Herbrand, Fire Chief Jeff Vahsholtz, interested citizens and news media

STATEMENT OF PUBLIC NOTICE

At Mayor Thome's request, City Clerk Sette verified that notice of this meeting was provided to the public by forwarding the agenda to the City's official newspaper, the *News Graphic*, to all news media and citizens who requested copies, and by posting in accordance with the Wisconsin Open Meetings Law.

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

NEW BUSINESS

DISCUSSION AND POSSIBLE ACTION ON MAYORAL APPOINTMENT OF JAMES HAYES TO THE PLAN COMMISSION

A motion was made by Council Member Mueller, seconded by Council Member Simpson, to approve the Mayoral appointment of James Hayes to the Plan Commission. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON FIRE DEPARTMENT ORGANIZATIONAL CHANGES AND 2026 BUDGET

Joint Fire & EMS Committee convened on July 24, 2025, to review the draft 2026 budget and proposed staffing changes. The Committee unanimously recommended approval of the budget and staffing plan. Chief Vahsholtz explained the differences in proposed organizational charts for 2025 through 2030 along with proposed budgets for the same years. A discussion ensued about staffing levels. Administrator Hilvo explained given the status of the Fire Department fund balance, the Capital Fund Balance, and the impending referendum funds, the proposed budget is sustainable through 2040.

A motion was made by Council Member Lindo, seconded by Council Member Simpson, to approve the Fire Department organizational changes and 2026 budget. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON A CEDARBURG FIRE DEPARTMENT FUND BALANCE POLICY: CAPITAL EQUIPMENT AND ANNUAL SURPLUS

The Fund Balance Policy will be developed to align the Fire Department's future 7-year Capital Equipment Replacement Plan and the shared services framework outlined in the Fire Protection/Emergency Medical Services Agreement (approved June 2023).

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mueller, to postpone this item until the next Council Meeting. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON MAYORAL APPOINTMENTS TO THE JOINT BICYCLE AND PEDESTRIAN FACILITIES AD HOC COMMITTEE

Mayor Thome recommended the following well qualified applicants to the new Bicycle and Pedestrian Facilities Ad Hoc Committee: Todd Bugnacki, Mike McMenimem, and Vivian 'Kit' Keller.

A motion was made by Council Member Burkart, seconded by Council Member Fitzpatrick, to approve the Mayoral appointments to the Joint Bicycle and Pedestrian Facilities Ad Hoc Committee. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON PROPOSED NEW REGULATIONS APPLICABLE TO SIDEWALK RIGHT-OF-WAY ENCROACHMENTS THROUGHOUT THE B-3 CENTRAL BUSINESS DISTRICT AND HISTORIC PRESERVATION OVERLAY ZONING DISTRICT

This topic will be addressed at the August 25, 2025 Common Council meeting.

DISCUSSION AND POSSIBLE ACTION ON ISSUANCE OF A FESTIVAL CELEBRATION PERMIT TO FESTIVALS OF CEDARBURG, INC. FOR OKTOBERFEST TO BE HELD ON SATURDAY, OCTOBER 4, 2025 FROM 10:00 A.M. TO 9:00 P.M. AND SUNDAY, OCTOBER 5, 2025 FROM 10:00 A.M. TO 5:00 P.M.

A motion was made by Council Member Burkart, seconded by Council Member Fitzpatrick, to approve the issuance of a Festival Permit to Festivals of Cedarburg, Inc., for Oktoberfest to be held on October 4, 2025, 10:00 a.m. to 9:00 p.m., and October 5, 2025, 10:00 a.m. to 5:00 p.m. Motion carried without a negative vote.

CONSENT AGENDA

A motion was made by Council Member Bitter, seconded by Council Member Simpson, to approve the following consent agenda items:

- A. Discussion and possible action on approval of July 28, 2025 Council Meeting minutes
- B. Discussion and possible action on payment of bills dated 07/20/2025 through 08/02/2025, transfers from 07/31/2025 through 08/08/2025, and payroll from 07/20/2025 through 08/02/2025

Motion carried without a negative vote.

CITY ADMINISTRATOR’S REPORT

Administrator Hilvo applauded the efforts of the Public Works, Wastewater, Police and Fire Departments this past weekend with the swift handling of many flooding issues.

COMMENTS AND SUGGESTIONS FROM COUNCIL MEMBERS

Council Member Bitter reported many Ward 1 constituents were pleased with the formation of the new Bike & Pedestrian Committee.

MAYOR’S REPORT - None

ADJOURNMENT

A motion was made by Council Member Mueller, seconded by Council Member Burkart, to adjourn the meeting at 7:43 p.m. The motion carried without a negative vote.

Tracie Sette
City Clerk

CITY OF CEDARBURG

MEETING DATE: August 25, 2025

ITEM NO: B.

TITLE:

Discussion and possible action on payment of bills dated 08/02/2025 through 08/20/2025, transfers from 8/9/2025 through 8/22/2025 and payroll dated 8/3/2025 through 8/16/2025

ISSUE SUMMARY:

STAFF RECOMMENDATION:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS:

1. Transfer List 080925-082225
2. ck reg report 8.20.25

INITIATED/REQUESTED BY:

FOR MORE INFORMATION CONTACT:

CITY OF CEDARBURG
TRANSFER LIST
8/9/25-8/22/25

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
8/12/2025	\$100.00	Associated Bank-July FSA fees
8/14/2025	\$1,002.00	Aflac-July premiums
8/15/2025	\$157,879.76	ETF-September health insurance premiums
8/18/2025	\$3,079.75	Minnesota Life-Sept life insurance premiums
8/20/2025	\$352,000.00	PWSB Payroll
8/20/2025	\$2,389.74	Mission Square-contributions for 7/20/25-8/2/25
8/20/2025	\$5,860.00	North Shore Bank-contributions for 7/20/25-8/2/25
8/20/2025	\$622.11	State of Wisconsin-child support for 7/20/25-8/2/25
8/20/2025	\$916.66	Wis Deferred Comp-contributions for 7/20/25-8/2/25
8/20/2025	\$577.50	Police Association-dues for 7/20/25-8/2/25
	<u>\$524,427.52</u>	
 PWSB PAYROLL CHECKING ACCOUNT		
8/22/2025	\$260,304.76	Payroll for 8/3/25-8/16/25
8/22/2025	<u>\$97,762.42</u>	Payroll taxes for 8/3/25-8/16/25
	\$358,067.18	
 PWSB MONEY MARKET ACCOUNT		
8/15/2025	\$3,238,866.79	Ozaukee County-tax settlement
 LGIP-STATE POOL		
8/15/2025	\$3,000,000.00	PWSB Money Market

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/08/2025	PWBDD	50970*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	533210	46.48
				MAINTENANCE PARTS	500353	533210	15.29
				REPAIR AND MAINTENANCE	500240	555510	5.91
				REPAIR AND MAINTENANCE	500240	555510	4.87
				REPAIR AND MAINTENANCE	500240	555510	12.97
				REPAIR AND MAINTENANCE	500240	555510	32.39
				REPAIR AND MAINTENANCE	500240	555510	96.51
				REPAIR AND MAINTENANCE	500240	555510	33.25
				REPAIR AND MAINTENANCE	500240	555510	22.29
				REPAIR AND MAINTENANCE	500240	555510	16.17
				REPAIR AND MAINTENANCE	500240	555510	41.34
				REPAIR AND MAINTENANCE	500240	555510	11.83
				REPAIR AND MAINTENANCE	500240	555510	(41.99)
				CHECK PWBDD 50970 TOTAL FOR FUND 100:			297.31
08/08/2025	PWBDD	50971*#	BLAIN'S FARM & FLEET	MAINTENANCE PARTS	500353	533210	129.95
				REPAIR AND MAINTENANCE	500240	533311	67.96
				CHECK PWBDD 50971 TOTAL FOR FUND 100:			197.91
08/08/2025	PWBDD	50972	BLAIR FIRE PROTECTION	REPAIR AND MAINTENANCE	500240	522100	392.00
08/08/2025	PWBDD	50974	BS& A SOFTWARE	EQUIPMENT/SOFTWARE	500380	514700	6,713.00
08/08/2025	PWBDD	50977*#	CEDARBURG LIGHT & WATER	DUE TO L&W IMPACT FEES	256201	000000	2,126.29
				DUE TO L&W IMPACT FEES	256201	000000	2,126.29
				ELECTRIC	500222	533420	201.51
				REPAIR AND MAINTENANCE	500240	533421	201.51
				REPAIR AND MAINTENANCE	500240	533421	403.03
				CHECK PWBDD 50977 TOTAL FOR FUND 100:			5,058.63
08/08/2025	PWBDD	50979	CONLEY MEDIA, LLC	LEGAL PUBLICATIONS	500325	514100	242.07
08/08/2025	PWBDD	50980	CONSOLIDATED ELECTRIC COMPANY	REPAIR AND MAINTENANCE	500240	522100	106.00
08/08/2025	PWBDD	50985	EGELHOFF LAWNMOWER SERVICE	REPAIR AND MAINTENANCE	500240	555510	5.10
08/08/2025	PWBDD	50986	EXCEL DISPOSAL OF WISCONSIN LLC	RECYCLING EXPENSES	500344	533730	703.54

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/08/2025	PWBDD	50987	FP SOLUTIONS LLC	PROFESSIONAL SERVICES	500210	533210	210.00
08/08/2025	PWBDD	50988*#	GALLS, LLC	EQUIPMENT OUTLAY	500380	522120	68.00
08/08/2025	PWBDD	50989*#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	518100	112.37
				REPAIR AND MAINTENANCE	500240	555510	111.20
				CHECK PWBDD 50989 TOTAL FOR FUND 100:			223.57
08/08/2025	PWBDD	50991	HALEY MAXINE GREBE	PROFESSIONAL SERVICES	500210	555140	30.00
08/08/2025	PWBDD	50994*#	HOME DEPOT CREDIT SERVICES	REPAIR AND MAINTENANCE	500240	533311	478.40
				REPAIR AND MAINTENANCE	500240	555510	124.10
				CHECK PWBDD 50994 TOTAL FOR FUND 100:			602.50
08/08/2025	PWBDD	50996	JOHN NORMAN	PUBLIC WORKS FEES	463101	000000	40.00
08/08/2025	PWBDD	51001	MEQUON LAWN & GARDEN	MAINTENANCE PARTS	500353	533210	60.00
08/08/2025	PWBDD	51004	NASSCO, INC.	REPAIR AND MAINTENANCE	500240	555510	155.10
08/08/2025	PWBDD	51008*#	OLSEN'S PIGGLY WIGGLY	AWARDS, SUPPLIES	500343	519200	29.24
				OPERATING SUPPLIES	500350	533210	138.32
				CHECK PWBDD 51008 TOTAL FOR FUND 100:			167.56
08/08/2025	PWBDD	51009*#	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	1,384.60
				PROFESSIONAL SERVICES	500210	514700	3,278.00
				EQUIPMENT/SOFTWARE	500380	514700	693.00
				EQUIPMENT/SOFTWARE	500380	514700	1,693.50
				ATTORNEY/CONSULTANT	500212	522110	280.00
				REPAIR AND MAINTENANCE	500240	522110	996.00
				CHECK PWBDD 51009 TOTAL FOR FUND 100:			8,325.10
08/08/2025	PWBDD	51011	QUALITY STATE OIL CO.,INC.	GAS AND OIL EXPENSE	500351	533210	155.87
08/08/2025	PWBDD	51012*	RAY O'HERRON CO., INC.	UNIFORMS	500346	522120	91.27

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/08/2025	PWBDD	51013	RICHARD KRAJECKI	PUBLIC WORKS FEES	463101	000000	25.00
08/08/2025	PWBDD	51014	SPECTRUM	TELEPHONE/COMMUNICATIONS	500225	522110	32.88
08/08/2025	PWBDD	51015	STATE INDUSTRIAL PRODUCTS	OPERATING SUPPLIES	500350	533210	146.53
08/08/2025	PWBDD	51017	TRACIE DUNEK	PUBLIC WORKS FEES	463101	000000	25.00
08/08/2025	PWBDD	51018	UNIFIRST CORPORATION	MAINTENANCE PARTS	500353	533210	79.78
08/08/2025	PWBDD	51020	ZUERN BUILDING PRODUCTS	REPAIR AND MAINTENANCE	500240	555510	111.02
08/13/2025	PWBDD	51024	BUDIAC PLUMBING INC	REPAIR AND MAINTENANCE	500240	518100	235.00
08/13/2025	PWBDD	51027	E-Z WINDOW CLEANING	REPAIR AND MAINTENANCE	500240	518100	608.00
				REPAIR AND MAINTENANCE	500240	518100	1,983.00
				CHECK PWBDD 51027 TOTAL FOR FUND 100:			2,591.00
08/13/2025	PWBDD	51028	EGELHOFF LAWNMOWER SERVICE	REPAIR AND MAINTENANCE	500240	555510	71.55
				REPAIR AND MAINTENANCE	500240	555510	68.37
				REPAIR AND MAINTENANCE	500240	555510	82.45
				CHECK PWBDD 51028 TOTAL FOR FUND 100:			222.37
08/13/2025	PWBDD	51029	FIRST RESPONDERS PSYCHOLOGICAL	ATTORNEY/CONSULTANT	500212	522110	750.00
08/13/2025	PWBDD	51030	GFL ENVIRONMENTAL	REPAIR AND MAINTENANCE	500240	533311	664.43
08/13/2025	PWBDD	51031	LIESENER SOILS INC.	MAINT/CONTRACTED SERVICES	500290	555510	432.00
08/13/2025	PWBDD	51033	STATE INDUSTRIAL PRODUCTS	OPERATING SUPPLIES	500350	533210	336.33
				OPERATING SUPPLIES	500350	533210	(270.63)
				CHECK PWBDD 51033 TOTAL FOR FUND 100:			65.70
08/13/2025	PWBDD	51035	VANTAGE FINANCIAL,LLC	EQUIPMENT OUTLAY	500385	514700	830.00
08/13/2025	PWBDD	51036	VITAL RECORDS CONTROL	PROFESSIONAL SERVICES	500210	515600	38.48
Total for fund 100 GENERAL FUND							30,093.72
Fund: 200 CEMETERY FUND							

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Fund: 200 CEMETERY FUND							
08/08/2025	PWBDD	50970*#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	544210	15.54
08/13/2025	PWBDD	51021	ADAM J ARENTZ	MISCELLANEOUS REVENUE	486000	000000	350.00
Total for fund 200 CEMETERY FUND							365.54
Fund: 210 ROOM TAX FUND							
08/08/2025	PWBDD	50976	CEDARBURG CHAMBER OF COMMERCE	CHAMBER TOURISM & DEVELOPMENT	500721	566700	6,703.00
Total for fund 210 ROOM TAX FUND							6,703.00
Fund: 220 RECREATION PROGRAMS FUND							
08/08/2025	PWBDD	50999	MAD SCIENCE OF MILWAUKEE , INC	MAINT/CONTRACTED SERVICES	500290	555390	2,540.00
08/08/2025	PWBDD	51000	MASTER PRINTWEAR	POMS EXPENSES	500394	555390	693.90
08/08/2025	PWBDD	51005	NATALIE LYNCH	SUMMER SOCCER	467329	000000	55.00
08/13/2025	PWBDD	51022	ANNA S GORN	POMS EXPENSES	500394	555390	225.00
08/13/2025	PWBDD	51032	RODEN BARNYARD ADVENTURES LLC	SUPPLIES AND EXPENSES	500347	555390	1,470.00
08/13/2025	PWBDD	51037	WISCONSIN SCHOLASTIC CHESS	MAINT/CONTRACTED SERVICES	500290	555390	378.00
Total for fund 220 RECREATION PROGRAMS FUND							5,361.90
Fund: 232 DONATIONS							
08/13/2025	PWBDD	51034	STEINIG TAL K-9 POLICE ACADEMY LLC K-9 UNIT EXPENSE		500352	522120	950.00
Total for fund 232 DONATIONS							950.00
Fund: 240 SWIMMING POOL FUND							
08/08/2025	PWBDD	50967	BADGER POPCORN & CONCESSION	OPERATING SUPPLIES	500350	555321	879.23
				OPERATING SUPPLIES	500350	555321	697.32
				OPERATING SUPPLIES	500350	555321	(360.85)
				OPERATING SUPPLIES	500350	555321	(129.90)
CHECK PWBDD 50967 TOTAL FOR FUND 240:							1,085.80
08/08/2025	PWBDD	50975	CEDAR CREST ICE CREAM	OPERATING SUPPLIES	500350	555321	788.16
				OPERATING SUPPLIES	500350	555321	1,248.36
				OPERATING SUPPLIES	500350	555321	906.96
				OPERATING SUPPLIES	500350	555321	906.84
				OPERATING SUPPLIES	500350	555321	1,208.04
				OPERATING SUPPLIES	500350	555321	536.04
CHECK PWBDD 50975 TOTAL FOR FUND 240:							5,594.40

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 240 SWIMMING POOL FUND							
08/08/2025	PWBDD	50989*#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	555320	16.52
08/08/2025	PWBDD	50990	GREAT LAKES COCA-COLA	OPERATING SUPPLIES	500350	555321	556.50
08/08/2025	PWBDD	50992	HAWKINS , INC.	OPERATING SUPPLIES	500350	555320	842.15
08/08/2025	PWBDD	50994*#	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	500340	555320	134.91
08/08/2025	PWBDD	51008*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	555321	47.89
				OPERATING SUPPLIES	500350	555321	18.64
				OPERATING SUPPLIES	500350	555321	21.51
				OPERATING SUPPLIES	500350	555321	189.00
CHECK PWBDD 51008 TOTAL FOR FUND 240:							277.04
Total for fund 240 SWIMMING POOL FUND							8,507.32
Fund: 260 LIBRARY FUND							
08/08/2025	PWBDD	50966	AURORA HEALTH CARE	EMPLOYMENT EXPENSES	500395	555110	50.00
08/08/2025	PWBDD	50968	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	327.21
				DONATION EXPENDITURES	500322	555110	21.00
CHECK PWBDD 50968 TOTAL FOR FUND 260:							348.21
08/08/2025	PWBDD	50970*#	BEYER'S HARDWARE	PROGRAM SUPPLIES	500308	555110	20.65
08/08/2025	PWBDD	50981	DEMCO SOFTWARE	OFFICE SUPPLIES	500310	555110	117.77
08/08/2025	PWBDD	50984	E.L.S. LANDSCAPING & LAWN	MAINT/CONTRACTED SERVICES	500290	555110	682.00
08/08/2025	PWBDD	50997	KENT ADHESIVE PRODUCTS CO.	OFFICE SUPPLIES	500310	555110	289.08
08/08/2025	PWBDD	51007	NORTHWOODS LASER & EMBROIDERY	OFFICE SUPPLIES	500310	555110	7.50
08/13/2025	PWBDD	51025	CEDARBURG CHAMBER OF COMMERCE	DONATION EXPENDITURES	500322	555110	75.00
Total for fund 260 LIBRARY FUND							1,590.21
Fund: 270 FIRE DEPT & EMS							
08/08/2025	PWBDD	50965	ASCENSION WI EMP SOLUTIONS	OPERATING SUPPLIES	500350	522500	1,467.00
08/08/2025	PWBDD	50969	BATZNER PEST CONTROL	MAINT/CONTRACTED SERVICES	500290	522500	75.67

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
08/08/2025	PWBDD	50973	BOUND TREE MEDICAL, LLC	EMS SUPPLIES AND EXPENSES	500347	522500	279.48
				EMS SUPPLIES AND EXPENSES	500347	522500	1,443.49
				CHECK PWBDD 50973 TOTAL FOR FUND 270:			1,722.97
08/08/2025	PWBDD	50982	DINGES FIRE COMPANY	TELEPHONE/COMMUNICATIONS	500225	522500	571.00
08/08/2025	PWBDD	50988*#	GALLS, LLC	UNIFORMS	500346	522500	58.32
08/08/2025	PWBDD	51009*#	ONTECH SYSTEMS, INC	TECHNOLOGY	500382	522500	160.75
08/08/2025	PWBDD	51016	TOMASO'S	OPERATING SUPPLIES	500350	522500	86.75
08/13/2025	PWBDD	51023	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	522500	81.82
08/13/2025	PWBDD	51026	DASH MEDICAL GLOVES,LLC	EMS SUPPLIES AND EXPENSES	500347	522500	171.58
				Total for fund 270 FIRE DEPT & EMS			4,395.86
Fund: 400 CAPITAL IMPROVEMENTS FUND							
08/08/2025	PWBDD	50977*#	CEDARBURG LIGHT & WATER	PROCHNOW	500841	533750	231.50
08/08/2025	PWBDD	50993	HILGENDORF MEMORIALS	CITY HALL IMPROVEMENTS	500806	518100	1,316.00
08/08/2025	PWBDD	50998	M SQUARED ENGINEERING	STREET IMPROVEMENTS	500854	533311	8,826.00
08/08/2025	PWBDD	51012*	RAY O'HERRON CO., INC.	OFFICER EQUIPMENT	500724	522120	155.22
08/08/2025	PWBDD	51019*#	VINTON CONSTRUCTION COMPANY	STREET IMPROVEMENTS	500854	533311	412,190.71
				STORMWATER IMPROVEMENTS	500475	533440	18,094.15
				CHECK PWBDD 51019 TOTAL FOR FUND 400:			430,284.86
				Total for fund 400 CAPITAL IMPROVEMENTS FUND			440,813.58
Fund: 601 WATER RECYCLING CENTER							
08/08/2025	PWBDD	50971*#	BLAIN'S FARM & FLEET	COLLECTION SYSTEM MAINT	500360	573835	99.98
08/08/2025	PWBDD	50978	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	140.84

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User: mrusso
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/02/2025 - 08/20/2025
Banks: PWBDD

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
08/08/2025	PWBDD	50983	DONOHUE & ASSOCIATES, INC	ENGINEERING SERVICES	182331	000000	3,465.00
				ENGINEERING SERVICES	182331	000000	3,957.50
				CHECK PWBDD 50983 TOTAL FOR FUND 601:			7,422.50
08/08/2025	PWBDD	50994*#	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	500340	573840	189.56
08/08/2025	PWBDD	51002	MID-AMERICAN RESEARCH CHEMICAL	JANITORIAL SUPPLIES	500342	573830	331.98
08/08/2025	PWBDD	51003	MULCAHY SHAW WATER, INC.	LAB SUPPLIES	500370	573825	257.50
08/08/2025	PWBDD	51006	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	500370	573825	226.51
08/08/2025	PWBDD	51010	PACE ANALYTICAL SERVICES, LLC	LAB SUPPLIES	500370	573825	133.20
08/08/2025	PWBDD	51019*#	VINTON CONSTRUCTION COMPANY	COLLECTION MAINS AND ACCESS.	184313	000000	9,921.60
				Total for fund 601 WATER RECYCLING CENTER			18,723.67
Fund: 700 RISK MANAGEMENT FUND							
08/08/2025	PWBDD	50995	JACK SIEFKES	WORKERS COMP-WAGE RECOVERY	482000	000000	400.00
				Total for fund 700 RISK MANAGEMENT FUND			400.00
			TOTAL - ALL FUNDS				517,904.80

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

City of Cedarburg, Wisconsin



City Administrator's Report

 **Date:** August 18, 2025

The following information is provided to keep the Common Council and staff informed on some of the activities and events of the City. Points of clarification may be addressed during the City Administrator's Report portion of the agenda; however, if discussion of any of these items is necessary, placement on a future Council agenda should be directed.

Department Updates

Senior Center

- The Senior Center just received a newly donated pool table.

Water Recycling Center

- The Sanitary Sewer overflowed last weekend due to heavy rainfall, pouring 250,000 gallons into storm sewers and Cedar Creek.

Treasurer

- This week is a payroll week. Health insurance rates will increase by approximately 3%.

Planning

- The 2nd Site & Architectural Review Board meeting will take place tomorrow (8/19).
- A meeting with Engineering is scheduled to discuss specifications of an office/warehouse for the Highway 60 Business Park.
- The Plan Commission is close to making a recommendation to the Council about the Comprehensive Plan.

Library

- Schaefer Electric is changing the Library over to all LED lighting. A Focus on Energy grant will be applied for.

Building Inspection

- Permits for Cedar Way development have been issued.
- The Gym roof will be replaced late fall.
- Quotes will be gathered for removing the foundation of the Cemetery house. Some trees may need to be removed.

Fire

- Chief Vahsholtz is working with architects on a possible Public Safety Building.

Parks, Rec & Forestry

- The Fall activity guide is now available.
- The City pool closes on Sunday 8/24.
- Youth soccer begins tomorrow.

Engineering

- The Street Utility Project will soon be complete as paving will be taking place soon, barring any large amounts of rain. Yard restoration is scheduled after paving.
- Bidding for the Microsurfacing and Asphalt Repair Projects takes place tomorrow (8/19).
- Thirteen (13) applications have been received for the Assistant Engineering position.

Public Works

- The new and temporary drop off program at Firemen's Park has been well utilized.
- Country in the Burg is on schedule and we're hoping for very little rain this week.
- The final Summer Sounds was a success.

Light & Water

- The 2nd phase of Lead Pipe replacement is currently taking place on Columbia Road.
- Electrical work on St. John Avenue will happen later this week
- The joint underground cable replacement project with AT&T is going well.